CONDOMINIUM OFFERING PLAN
FOR SALE OF UNITS
IN

THE CEREZA

Location

1790-1792 Third Avenue
New York, New York 10029
New York County

Total Purchase Price of Offering		
52 Residential Units	$	46,544,000.00
1 Retail Unit	$	6,704,000.00
1 Community Facility Unit	$	570,000.00
32 Storage Compartment Licenses	$	745,200.00
Total Offering Price	$	54,563,200.00

Name and Address of Sponsor:

1790-1792 THIRD AVENUE, LLC
c/o Joseph Moshkovsky, CPA
747 Third Avenue, 4th floor
New York, NY 10017-2803

Name and Address of Selling Agent:

DOUGLAS ELLIMAN DEVELOPMENT MARKETING
712 Fifth Avenue
New York, New York 10019

Date of Acceptance for Filing: _____
This Offering Plan May Not Be Used After _____
Unless Extended By An Amendment to the Offering Plan.

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 DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY CONDOMINIUM UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER CONSUMMATION OF THE PLAN, 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. MOREOVER, THE OWNER-OCCUPANTS OF UNITS MAY NEVER CONTROL THE BOARD OF MANAGERS OF THE CONDOMINIUM UNDER THE TERMS OF THIS PLAN. (SEE THE SPECIAL RISKS SECTION OF THE OFFERING PLAN).

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 1.

1790 Plan

TABLE OF CONTENTS

PART I **PAGE**

SPECIAL RISKS 1
INTRODUCTION 19
DEFINITIONS 28
DESCRIPTION OF PROPERTY AND IMPROVEMENTS 50
LOCATION AND AREA INFORMATION 58
OFFERING PRICES AND RELATED INFORMATION, SCHEDULE A 61
NOTES TO SCHEDULE A 63
OFFERING PRICES FOR STORAGE SPACE LICENSES, SCHEDULE A-1 71
NOTES TO SCHEDULE A-1 73
PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION, SCHEDULE B, TOGETHER WITH NOTES THERETO 75
SCHEDULE B-1 85
COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i(1) 89
THE NON-RESIDENTIAL UNITS 93
CHANGES IN PRICES OR UNITS 98
INTERIM USE AND OCCUPANCY AGREEMENTS 101
PROCEDURE TO PURCHASE 103
ASSIGNMENT OF PURCHASE AGREEMENTS 114
EFFECTIVE DATE OF PLAN 115
TERMS OF SALE 117
CLOSING ADJUSTMENTS WITH CONDOMINIUM BOARD 122
CLOSING OF TITLE TO UNITS 124
UNIT CLOSING COSTS AND ADJUSTMENTS 127
RIGHTS AND OBLIGATIONS OF SPONSOR 135
MANAGEMENT AGREEMENT AND OTHER CONTRACTUAL ARRANGEMENTS 149
CONTROL BY SPONSOR 159
RIGHTS AND OBLIGATIONS OF UNIT OWNERS 161
RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS AND SUMMARY OF BY-LAWS 178
REAL ESTATE TAXES 187
INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM 190
COUNSEL'S INCOME TAX OPINION 193
RESERVE FUND 201
WORKING CAPITAL FUND 202
IDENTITY OF PARTIES 203
REPORTS TO UNIT OWNERS 206
DOCUMENTS ON FILE 207
GENERAL 208
RESERVATION OF DEVELOPMENT RIGHTS 210
SPONSOR'S STATEMENT OF BUILDING CONDITION 212

PART II **PAGE**

PURCHASE AGREEMENT 215
WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY AND CONSENT TO JURISDICTION, EXHIBIT B TO PURCHASE AGREEMENT 243
FORM INTERIM USE AND OCCUPANCY AGREEMENT 247
POWER OF ATTORNEY 261
FORM OF UNIT DEED 265
DESCRIPTION OF PROPERTY AND BUILDING SPECIFICATIONS 271
FLOOR PLANS FOR UNITS 295
DECLARATION OF CONDOMINIUM 337
CONDOMINIUM BY-LAWS 409
PUNCHLIST INSPECTION STATEMENT 471
ESTIMATE OF POST-CONSTRUCTION ASSESSMENT 473
REAL ESTATE TAX ESCROW AGREEMENT BETWEEN SPONSOR AND BOARD OF MANAGERS 479
CERTIFICATIONS
- SPONSOR 481
- SPONSOR'S ARCHITECT 487
- SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE NON-RESIDENTIAL UNIT OWNERS 491

SPECIAL RISKS

The following is a summary of certain special risk considerations in connection with the Plan but is not intended to summarize all major features of the Plan. Prospective purchasers are urged to read the following special risk factors in conjunction with the Plan for a discussion of these and other important aspects of this condominium offering.

1. It is noted that although it is the intent of Sponsor that all Units and Storage Compartment Licenses be offered for sale pursuant to the terms of the Offering Plan, Sponsor has reserved the unconditional right to withhold certain Units and/or Storage Compartment Licenses from sale and/or transfer Units to affiliates of Sponsor and/or a Sponsor Designee. In the event that the Sponsor withholds one (1) or more of the Units and/or Storage Compartment Licenses from sale, Sponsor shall amend the Plan to disclose which Units and/or Storage Compartment Licenses are being withheld. If Sponsor leases certain Units and/or Storage Compartment Licenses to tenants and such Units and/or Storage Compartment Licenses are subsequently offered, Sponsor shall amend the Plan, accordingly, if such Units and/or Storage Compartment Licenses are offered subject to such tenancies. See the Section of the Offering Plan titled "Introduction," in Part I for further details.

Sponsor shall make a good-faith effort to sell the Residential Units and Storage Compartment Licenses. Prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit and/or Storage Compartment License shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. However, the Sponsor may not lease Units or Storage Compartments without restriction prior to the Plan being Consummated. The only permitted occupancy before the Plan is Consummated is via an interim use and occupancy agreement signed in conjunction with a Purchase Agreement. In the event that Unsold Units and/or Storage Compartments are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units and/or Storage Compartments are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit and Storage Compartment License, if applicable. The decision of Sponsor to withhold Units and/or Storage Compartment Licenses from sale and/or rent and/or to transfer Units to affiliates of Sponsor and/or a Sponsor Designee may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit, if applicable, and/or the price which they are able to obtain for the Unit and Storage Compartment License, if applicable.

Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units and/or Storage Compartment Licenses after consummation of the Offering Plan, there is no commitment on the Sponsor's part to sell more Units than the fifteen percent (15%) necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1(b) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to designate thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to those Board Members designated by the Non-Residential Unit Owners. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

The project is being financed from Sponsor's own funds and construction loan financing being provided by Bank Hapoalim, B.M. (hereinafter the "Construction Lender"). Pursuant to the terms of the Sponsor's construction loan financing, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than a minimum sales price determined by the loan documents. Sponsor represents that all of the offering prices as set forth in Schedule A set forth in Part I of the Offering Plan will be at or above the minimum sales prices required by the loan documents. Upon the payment by Sponsor of a release price for each Unit which shall be generated by the proceeds from each Unit closing until the loan is paid in full, the Construction Lender will agree to partially release the Unit closed from the lien of its construction loan. Additionally, pursuant to the loan documents, the Sponsor will not lease any portion of the Property without the consent of the Construction Lender.

See the section of the Offering Plan titled "Introduction," set forth in Part I, for further details.

2. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Units; or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control (thus ending "Sponsor's Initial Control Period") and will not elect a majority of its nominees for positions on the Board of Managers, even though its total percentage of Common Interest may otherwise enable it to do so. Accordingly, it is possible that Sponsor and/or its designee(s) may control the Board of Managers for as long as five (5) years from the date of the First Unit Closing. Notwithstanding anything to the contrary herein, during Sponsor's Initial Control Period, the Sponsor-designated

members of the Board of Managers shall not prevent the Board of Managers from voting to compel Sponsor to enforce its obligations to the Condominium under the Offering Plan, as amended. Furthermore, if any one (1) or more Unit Owner-elected members of the Board of Managers proposes a vote of the Board of Managers on whether to initiate a lawsuit against Sponsor on behalf of the Condominium, any Sponsor-designed members of the Board of Managers shall recuse themselves from such vote. See the section of the Offering Plan titled "Control By Sponsor," set forth in Part I, for further details.

3. As long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interest allocated to the Units, but in no event for a period in excess of five (5) years from the date of the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed three percent (3.00%) of the budgeted expenses of the Condominium or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (iv) increase the number or change the type of employees from that described in Schedule B of the Offering Plan or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan, unless the annual cost of all other services being provided is no greater than the total cost of those provided for in Schedule B. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer. See the section of the Offering Plan titled, "Control By Sponsor," set forth in Part I, for further details.

4. Purchasers will be required to make a Down Payment upon execution of a Purchase Agreement in an amount equal to ten percent (10%) of the purchase price, and within one hundred eighty (180) days after receipt of the executed Purchase Agreement from Sponsor or upon the Plan being declared effective, whichever is earlier, an Additional Down Payment equal to ten percent (10%) of the purchase price. It is a special risk of this Offering Plan that Purchasers are required to deposit in escrow with Sponsor's attorneys an aggregate Down Payment of twenty percent (20%) of the purchase price. Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make an Initial Down Payment equal to fifty percent (50%) of the applicable purchase price and will not be required to make an additional Down Payment. The requirement of this fifty percent (50%) Down Payment is also a special risk of the Offering Plan.

If Purchaser defaults under the Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the monies held by the Escrow Agent, but not more than twenty percent (20%) of the Purchase Price including twenty percent (20%) of the Storage Compartment License Payment, if applicable, and any other amounts paid by the Purchaser for any special or custom work, plus any interest earned thereon, shall be paid over to the Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. Notwithstanding the above, Sponsor may receive the actual costs incurred for any special custom work ordered by Purchaser as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds twenty percent (20%) of the Purchase Price including twenty percent (20%) of the Storage Compartment License Payment, if applicable. Sponsor hereby waives any right to seek specific performance in the event of a default by Purchaser.

If, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustment for real estate taxes and Common Charges, and any Storage Compartment Monthly License Fee, if applicable, will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the Purchase Price including the Storage Compartment License Payment, if applicable, for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date but in no event shall this percentage be usurious in violation of New York State law. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement, or in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing either Seller's rights or Purchaser's obligations thereunder. See the section of the Offering Plan titled, "Procedure to Purchase," set forth in Part I, for further details.

5. Pursuant to the Offering Plan, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Purchaser may order such insurance from any reputable title or abstract company authorized to do business in the State of New York, including Madison Title Agency, LLC (Tel. No. 877-462-3476) as agent for Old Republic Title Insurance Company ("Old Republic"). Title insurance rates are regulated by law, subject to the approval of the Department of Financial Services of the State of New York ("DFS"), and should be the same, regardless of the title or abstract company used, for any given property. Rates for fee title insurance as of the date of this Plan, as quoted by Madison Title Agency, LKLC, are as follows, but are subject to change based on DFS approval: a base rate of $402.00 for the first $35,000.00 in coverage; $6.67 per thousand dollars of purchase price in excess of $35,000.00 up to $50,000.00, plus $5.43 per thousand dollars of purchase price in excess of $50,000.00 up to $100,000.00, plus $4.36 per thousand dollars of purchase price in excess of $100,000.00 up to $500,000.00, plus $3.98 per thousand dollars of purchase price in excess of $500,000.00 up to $1,000,000.00; plus $3.66 per thousand dollars of purchase price in excess of $1,000,000.00 up to $5,000,000.00.

Purchasers are required to accept such title as a reputable title or abstract company authorized to do business in the State of New York will provide, approve and insure at its regular rates and without additional premium, provided that the only liens, encumbrances and conditions affecting title shall be Permitted Encumbrances, as described in the "Terms of Sale" section of this Plan. Therefore, Sponsor is not obligated to cause the title company that Purchaser chooses to omit any exception to title if another reputable title or abstract company that is authorized to do business in the State of New York is willing to insure Purchaser's title without any such exception, 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. See the section of the Offering Plan titled, "Unit Closing Costs and Adjustments," set forth in Part I, for further details.

6. No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Pursuant to 13 NYCRR 20.5(c)(4) of the Attorney General's Regulations, in the event that Sponsor is unable to perform its obligations pursuant to the Offering Plan, Sponsor shall cease all sales activity and amend the Offering Plan to disclose its current financial condition. The amendment will also provide that Purchasers will be given, for a period of fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter. See the section of the Offering Plan titled "Rights and Obligations of Sponsor," for further details.

7. As set forth in the section titled "Procedure to Purchase" in Part I of the Plan, although a Purchaser may obtain financing from a lending institution or any other source, his or her obligation to purchase a Unit pursuant to the Purchase Agreement shall not be contingent on

obtaining financing for such purchase. Neither the Sponsor nor the Selling Agent makes any representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing a Purchase Agreement. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be fixed, and it could expire before the closing of title to the Unit. The failure of a Purchaser to obtain financing will not relieve a Purchaser from his or her obligations under the Purchase Agreement to pay the balance of the Purchase Price when due and if payment is not made when due, including the applicable grace period, the Down Payment may be forfeited. *In conclusion, a purchaser who executes a Purchase Agreement and subsequently cannot obtain financing for the purchase may lose his or her Down Payment in the event he or she is otherwise unable to raise the monies required for the balance of the purchase price.*

8. The Non-Residential Units may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that a Non-Residential Unit may not be used for the following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial establishment or other commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high-worth collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes. The Non-Residential Unit Owners shall have the right to change the use of the Non-Residential Units and certificate of occupancy accordingly without the consent of the Board of Managers and without paying any cost or charge to the Board of Managers. The Building is located within a C1-5 (R8A Residential Equivalent) Zoning District which permits uses under Use Group 2 (residential) and Use Group 6 (commercial). The legal uses proposed will comply with all Zoning requirements, and initially will be as set forth in the approved Application filed with the Department of Buildings of the City of New York ("DOB"). The predominant use of this Building is residential and such use will be located above the first floor. A portion of the cellar and first floor use will be dedicated to Non-Residential uses. The Non-Residential uses allowed, depending whether the space in question is on the first floor or cellar level, are defined in the Zoning Resolution. Permitted uses include, but are not limited to, retail stores, personal service establishments, and restaurants.

The Non-Residential Units may be physically altered and/or subdivided by Sponsor or its designee or the Non-Residential Unit Owners to accommodate more than one (1) rental tenant and, as stated above may be used for any permitted use under the Zoning Resolution. However,

although the Non-Residential Unit Owners have the right to change the use of the Non-Residential Units, any other permitted use of the Non-Residential Units must comply with the certificate of occupancy for the Building as it currently exists or as amended by Sponsor or Sponsor's designee or the Non-Residential Unit Owners, and the Declaration and By-Laws of the Condominium. However, the right of the Non-Residential Unit Owners to change the use of the Non-Residential Units may result in a greater number of people entering and leaving the ground floor level of the Building, a higher volume of noise and/or hours of usage and other possible adverse effects on the Building resulting from the use of the Non-Residential Units. Accordingly, it is possible that a change of usage could have an adverse impact on other Condominium Unit Owners.

The Community Facility Unit's use is limited to not-for-profit organizations, medical facilities and educational facilities all serving in the community.

See the section of the Offering Plan entitled "The Non-Residential Units," set forth in Part I, for further details.

9. Pursuant to the terms of the Offering Plan and the Purchase Agreement contained in Part II, the Purchaser is required to pay as a closing cost the New York State Real Property Transfer Tax ("deed stamps") and the New York City Real Property Transfer Tax ("NYCRPT"). In condominium transactions, either seller or the purchaser can pay these transfer taxes. Though it is the obligation of a seller to pay these transfer taxes, the obligation is assumed by a purchaser if such obligation is imposed on the purchaser by the terms of the sale. For purposes of paying this tax with respect to this project, consideration also includes, but is not limited to, the amount of deed stamps and NYCRPT to be paid and any of Sponsor's costs paid by Purchaser for the Unit and Storage Compartment, if applicable. A Purchaser purchasing a Storage Compartment License is advised that payment for said License shall be deemed additional consideration for the Residential Unit being purchased and will thus be aggregated with the purchase price for the Residential Unit for the purposes of computing any applicable transfer taxes. See the section of the Offering Plan titled "Unit Closing Costs and Adjustments," set forth in Part I for further details.

In the event that the taxing authority of the City of New York determines that the conveyance of more than one (1) condominium Unit to the same Purchaser or (ii) that the conveyance of a Residential Unit together with the licensing of a Storage Compartment to the same Purchaser is taxable at the "commercial transfer tax rates," then, in such event, the transfer tax to be paid by Purchaser shall be 1.425% of the aggregate consideration, as discussed above, where the consideration is $500,000.00 or less, and 2.625% of the aggregate consideration when the consideration is greater than $500,000.00. In the event that the City of New York determines additional transfer taxes are due following an audit of any closed transactions, it shall be the Purchaser's sole obligation, which shall survive the closing, to respond to and defend such audit and pay any additional tax imposed.

Under the State Tax Law, Section 1402-a, a tax of one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) is payable by the grantee

(Purchaser) on each conveyance of residential real property, including condominium units, where the consideration for the entire conveyance is $1,000,000.00 or more (the "Mansion Tax"). Residential real property includes a 1 to 3 family house, an individual condominium unit and a cooperative unit that is or may be used, in whole or in part, as a personal residence. The Mansion Tax applies to conveyances occurring on or after July 1, 1989 other than conveyances pursuant to binding written contracts entered into on or before February 16, 1989. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes, but is not limited to, the amount of the New York City Transfer Tax and deed stamps to be paid and any of Sponsor's costs paid by Purchaser for the Unit. See the section of the Offering Plan titled, "Unit Closing Cost and Adjustments," set forth in Part I, for further details.

10. Pursuant to the terms of the Offering Plan, Sponsor may declare the Plan effective when Purchase Agreements have been executed and accepted by Sponsor for the sale of nine (9) Units, which represents a minimum of at least fifteen percent (15%) of the Units offered under the Plan. However, if after Sponsor declares the Offering Plan effective, all Purchase Agreements are rescinded and/or terminated prior to the date of the First Unit Closing, the Sponsor shall re-declare the Offering Plan effective prior to closing on any Units. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of Units in a building or group of buildings be sold before a lender will consider making a loan. Thus, is may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the Units in the building or group of buildings, which in some cases may be as high as seventy percent (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 ten percent (10%) or more. It also may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See the sections of the Offering Plan titled, "Effective Date of Plan," and "Rights and Obligations of Sponsor," set forth in Part I, for further details.

11. Pursuant to the terms of the Offering Plan, the twenty percent (20%) or fifty percent (50%) Down Payment made by Purchaser upon execution of a Purchase Agreement may be increased by the cost of special custom work ordered by the Purchaser, and consented to by Sponsor in its sole and absolute discretion, and itemized in the Purchase Agreement. All funds received by Sponsor for such custom work will initially be placed in an escrow account. However, subsequent to Sponsor declaring the Plan effective, the escrowed funds for custom work may be released from the escrow account to Sponsor as long as Sponsor uses the additional escrowed funds for custom work. As a result, in the event a Purchaser is entitled to rescind his Purchase Agreement subsequent to the release of the additional escrowed funds, the Purchaser will not receive a refund of any such funds to the extent such funds have been expended or will be expended on costs Sponsor has accrued and is obligated to pay with respect to custom work. See the section of the Offering Plan titled, "Procedure to Purchase," set forth in Part I, for further

details and the section titled, "Effective Date of Plan," which states that if the Offering Plan is abandoned before it is declared effective all monies paid by Purchasers pursuant to Purchase Agreements shall be refunded to them in full, with interest, if any, within five (5) days of such abandonment.

12. In accordance with section 71-a(3) of the Lien Law, Sponsor has appointed the law firm of D'Agostino, Levine, Landesman & Lederman, LLP, with an address at 345 Seventh Avenue, 23rd Floor, New York, NY 10001, telephone number 212-564-9800, to serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser to hold all Deposits, other than the deposit for a copy of the Offering Plan, received by it from Purchaser, either directly or through its agents or employees in trust, whether or not received before or after the date of Consummation of the Offering Plan (the "Deposit" or "Deposits").

The Escrow Agent has established the escrow account at Bank Hapoalim, B.M., located at 1120 Avenue of the Americas, New York, NY 10036 (the "Escrow Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "D'Agostino, Levine, Landesman & Lederman, LLP Escrow Account for 1790 Third Avenue Condominium" or a similar name (the "Escrow Account"). Within five (5) business days after the Purchaser Agreement has been executed by all necessary parties and tendered, along with the Deposit, to the Escrow Agent, Escrow Agent shall place the Deposit in the Escrow Account. Purchasers are further advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Down Payment will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Escrow Bank, the aggregate of Purchaser's funds at the Escrow Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Escrow Bank, that a Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non-interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account. See the section of the Offering Plan titled "Procedure to Purchase," set forth in Part I, for further details.

13. The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of

title, then Purchaser shall bear the risk of loss or other casualty not covered by insurance with respect to the Unit, which loss or casualty is not otherwise covered by either the Condominium's insurance or Sponsor's insurance. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit and/or, including but not limited to its appliances, fixtures and equipment. For further details, see the section of the Offering Plan titled "Procedure to Purchase," set forth in Part I.

14. The Sponsor will promptly correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to substantially improper workmanship or materials substantially at variance with the architectural plans and specifications, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit, or, if a Residential Unit, any Residential Limited Common Elements appurtenant to such Unit, affected within six (6) months from the date of closing of title to such Unit or, with respect to General Common Elements and/or Residential Common Elements, and/or Non-Residential Common Elements, that Sponsor is notified by the Board of Managers within one (1) year from the First Unit Closing. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to substantially improper workmanship or material substantially at variance with the architectural plans and specifications, provided it is notified of such defects in writing by the Unit Owner as to such Unit, or, if a Residential Unit, any Residential Limited Common Elements appurtenant to such Unit, within one (1) year from the closing of title to such Unit or is notified by the Board of Managers with respect to General Common Elements and/or Residential Common Elements, within one (1) year after the issuance of the first certificate of occupancy covering such General Common Element and/or Residential Common Element in question. Notwithstanding anything contained in the Offering Plan to the contrary, Sponsor shall be obligated to construct the Premises in accordance with all applicable codes, filed plans and specifications. If there are any inconsistencies between the disclaimers contained in the Offering Plan and Sponsor's obligation to construct the Premises in accordance with all applicable codes, filed plans and specifications, the latter shall control. See the section of the Offering Plan titled "Rights and Obligations of Sponsor," set forth in Part I, for further details.

15. It is a special risk of this Offering Plan that Sponsor has reserved to itself or to Sponsor's designee, their successors or assigns, all unused transferable air rights and/or development rights (hereinafter "Unused Development Rights"). As against all other Unit Owners and the Board of Managers, and any mortgagees thereof, the Sponsor, or Sponsor's designee, their successors or assigns, shall have the exclusive right to cause any part or all Unused Development Rights pertaining to the Property to be conveyed, transferred or otherwise assigned to any other adjoining premises, "zoning lot," "development" or "enlargement" as those prior three (3) terms are now defined in the Zoning Resolution of the City of New York, as amended.

The floor area of the Building is limited and may not be expanded using the Unused Development Rights Sponsor has reserved for itself. Additionally, the transfer of such Unused

Development Rights to adjoining premises may allow the owner of an adjoining premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

Based upon the approved New Building Plans for the renovation and construction of the Building, currently there are approximately zero (0) square feet of Unused Development Rights. Additionally, if the floor area ratio for the zoning district changes in the future, such change may create excess transferable development rights and/or air rights at that time. Until such time that the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development rights and/or air rights that would be generated or how many stories that may be added to the adjoining properties.

Further, Sponsor and Sponsor's designee have bound themselves, and their successors or assigns, from transferring Unused Development Rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existence or restoration or use of the Building at the time of the recordation of the Condominium Declaration, or (ii) as will allow any party, including Sponsor or Sponsor's designee, to build on or directly above the land and/or expand the Building.

At the closing of title to a Unit, Purchasers shall appoint the Sponsor and/or Sponsor's designee, their successors or assigns, as their attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, Sponsor's designee and/or their successors or assigns, in whole or part, of the Unused Development Rights which Sponsor has retained for itself or for Sponsor's designee, their successors or assigns. See the section of the Offering Plan titled, "Reservation of Development Rights," set forth in Part I, for further details.

16. Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as the Storage Compartments and the bicycle room) may not be available during the First Year of Condominium Operation. These services will be available no later than six (6) months from the First Unit Closing. However, at all times after the First Unit Closing of any Residential Unit, the lobby will be attended by a Virtual Doorman. See the section of the Offering Plan titled "Notes to Schedule B," set forth in Part I, for further details concerning staffing in footnote (4) and also footnote (9) which includes the Virtual Doorman as a Service Contract.

17. Notwithstanding anything in the Offering Plan to the contrary, until title to all Units has been conveyed, the Sponsor or its designee as the owner of any Unsold Units, may delay the commencement of Common Charges and decide that Sponsor will, at Sponsor's or Sponsor's designee's sole option and discretion, pay in lieu of payment of each Unit's Common Charges, provided that such "in lieu" payments are less than the Common Charges then due, an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest) of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan. Such "in lieu" payments shall not include individual unit owner expenses such as real property taxes and utility bills for the individual purchaser's unit.

In the event that Sponsor or its designee as the owner of all Unsold Units elects to have Sponsor make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund payments required by Sponsor's lenders; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved Budget of the Condominium. See the section of the Offering Plan titled, "Rights and Obligations of Sponsor," set forth in Part I, for further details.

18. Sponsor notes that Local Law 10 of 1981 requires an elevator inspection to be made by September 15th of each year by an insurance company, elevator maintenance company, elevator manufacturer or elevator inspection company, and that a report be filed with the DOB within ten (10) days after delivery of such report to the owner. Failure to comply will result in a civil monetary penalty levied against the owner. As part of the renovation of the Building, Sponsor is in the process of installing new elevators. Sponsor shall not be responsible for having such inspection or report made unless Sponsor controls the Board of Managers at the time such inspection report is due. Subsequent to Sponsor relinquishing control of the Board of Managers, the Board of Managers on behalf of all the Residential Unit Owners shall be responsible for obtaining the requisite inspections for the passenger elevator and the cost of such inspections shall be a Residential Common Expense.

The high-rise facade safety statute (formerly known as Local Law 10 of 1980) (presently known as Local Law 11/98) passed by the City Council and signed by the Mayor of New York City requires professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property of any unsafe condition in a building's exterior walls revealed during a Local Law 11 inspection. The amendments also subject all exterior walls to be inspected; previously, only walls fronting on a street were affected by the law.

The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within thirty (30) days with the option of a ninety (90) day extension upon application to the Buildings Department. A building is considered either safe with no further action necessary, or fit, but in a condition that warrants a repair and/or maintenance program. In the latter case, the condition must be corrected during the five-year period between mandatory inspections. The completed Building will require regular five (5) year inspections in accordance with Local Law 11/98. The first inspection will be required five (5) years after the issuance of the first temporary certificate of occupancy for the

Building. Thereafter, the Building much be inspected in accordance with NYC Local Law 11/98's five (5) year cycle.

It is a special risk of the offering that although not budgeted for the First Year of Condominium operation, the cost of any future additional inspections, if any, required by Local Law 11 and any amendments thereto, shall be a Residential Common Expense of all of the Residential Unit Owners. See the Section of the Offering Pan titled "Notes to Schedule B," set forth in Part I, for further details.

19. Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will be required at the time of closing of title to the Purchaser's Unit, to expressly waive any and all immunity from suit by Sponsor and/or the Board of Managers of the Condominium. Such Purchasers at closing will be required to execute the "Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction" set forth as **Exhibit B** to the Purchase Agreement which is included in Part II of the Offering Plan. See the section of the Offering Plan titled, "Procedure to Purchase," set forth in Part I, for further details.

20. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the DOB. A TCO is intended to indicate that the property conforms substantially to the DOB-approved plans and specifications and to the requirements of all applicable laws, rules, regulations for the uses and occupancies specified on the TCO, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. No change of use or occupancy shall be made unless a new TCO or PCO is issued. All TCOs 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 PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two (2) year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Furthermore, subject to Sponsor's consent, the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a PCO. Such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, and subject to the aforementioned delays, Sponsor and its principals are obligated to procure the PCO. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A Factsheet on Certificates of Occupancy is available on the DOB website at **http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf**. See the Section of the Offering Plan titled, "Closing of Title to Units," set forth in Part I, for further details.

21. A Residential Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law in any event, without the full knowledge of the Board of Managers. See the Section of the Offering Plan titled, "Rights and Obligations of Unit Owners," set forth in Part I, for further details.

22. The approximate Square Footage of a Unit set forth in column numbered (3) of Schedule A is a gross square footage of the Unit, within reasonable tolerances, which does not deduct Common Elements within the Unit and has been measured horizontally on each of one or more floors from the exterior side of the exterior walls, at the Building line or at the exterior face of aluminum frames and aluminum panel to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the midpoint of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. The gross square footage of a Unit set forth above, is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. As is customary in New York City, these gross square footages exceed the useable floor area of each Unit. Further, it is noted that due to the thickness of the exterior walls the actual floor area of a Unit shall be significantly less than the gross square footage set forth in Schedule A.

Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question. However, any material change will be set forth in an amendment to the Plan, and no material adverse change will be made in the size, configuration, or layout of a Unit for which a Purchase Agreement has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property, and in such event, Sponsor will, in the amendment disclosing such change and delivered to Purchasers, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Purchase Agreements and receive a refund of their Down Payments, together with all interest earned thereon. There is a rebuttable presumption that if the square foot area of the Unit is diminished by five percent (5%) or less this is not a material change in the size of the Unit. See the Section of the Offering Plan titled, "Changes in Prices or Units," set forth in Part I, for further details.

23. The First Year of Condominium operation is estimated to be January 1, 2018 through December 31, 2018. As in any new construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Units. Accordingly, it is a special risk of this Offering Plan that the First Unit Closing may occur sooner or later than the projected First Year of Condominium operation and closing to certain Units may occur substantially before or after closing for other Units.

Purchaser should note that even if the First Unit Closing occurs on or before January 1, 2018 or within the twelve (12) month period thereafter, the Closing of subsequent Units may be substantially delayed beyond such date if a TCO or PCO covering such Units has not been issued. In such case, provided Sponsor is diligently pursuing completion of construction and the issuance of a TCO or PCO and is otherwise in compliance with its obligations under the Offering Plan, Purchasers will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for their respective Units. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PRUCHASE A UNIT. See the Sections of the Offering Plan set forth Part I, titled "Description of Property and Improvements" and "Procedure to Purchase" for further details.

24. It is a special risk of this Offering Plan that the annual amounts to be paid by the Non-Residential Unit Owners to the Condominium or its designee in connection with the services and facilities shared with, or provided by, the Condominium ("Shared Common Expenses") shall include the following categories of expenses set forth in the "Schedule B, Projected Budget for First Year of Condominium Operation," set forth in Part I: Salaries, Including Payroll Taxes; Repairs and Maintenance; Service Contracts; Insurance; Management Fees of the Condominium; Legal and Audit Fees; Telephone and Miscellaneous Fees; or any different expenses which at some time in the future are established in lieu of the foregoing expenses or which are fairly attributable to the Non-Residential Units to the extent the Non-Residential Units benefit therefrom. The Shared Common Expenses shall be deemed a part of the Common Expenses of the Condominium to be paid by all Unit Owners. See the Declaration of Condominium in Part II of the Offering Plan, By-Laws at Article VI, Section 1 as to the Shared Common Expenses and also procedures for determining a fair share of subsequent Shared Common Expenses and the process for resolving any disputes which arise as to the determination of a fair share.

The payment of the Shared Common Expenses by the Owners of the Non-Residential Units shall initially be based on the projections set forth in the foregoing budget, some of which are based on the individual Common Interest of the Non-Residential Units. The payment of other Shared Common Expenses by the Owners of the Non-Residential Units is specially allocated based on the Common Interest of the Non-Residential Units. Please see each specific budget item for the calculation of the allocation of the Shared Common Expenses to the Owners of the Non-Residential Units. If in the future, there are any categories of expenses other than those provided for above for services or facilities used by the Non-Residential Units, then the Non-Residential Unit Owners will pay their fair share of such expense.

Except for those Shared Common Expenses set forth in the initial Budget for the First Year of Condominium operation which shall be paid for by each Residential Unit Owner and the Non-Residential Unit Owners based upon the Unit's percentage Common Interest, or Contributing Share, or any allocation specifically noted herein, as the case may be, if the Non-Residential Unit Owners uses or incurs a disproportionate portion of any subsequent Shared Common Expense relative to its Common Interest (whether too low or too high), then the Non-Residential Unit Owners shall be required to pay only their fair share of such subsequent expense.

25. The Units will be delivered with wood floors, which should not be washed with water and need to be maintained according to the manufacturer's recommendations. Purchasers are advised to visit the webpage of the National Wood Flooring Association (Http://www.nwfa.org/) for further information on maintenance. Wood is also subject to changes as a result of humidity as well as chipping, scratching and cracking. See the Section of the Offering Plan titled, "Description of Property and Building Specifications", Residential Units, Section (X), Internal Finishes, Floors as set forth in Part II.

26. Any Unit Owner that has access to a private balcony or terrace is responsible for all ordinary maintenance of and repairs to such private balcony or terrace. See the Section of the Offering Plan titled, "Rights and Obligations of Unit Owners," set forth in Part I, for further details.

27. If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a PCO is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a PCO has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a TCO or PCO caused by alterations made by such Unit Owner. Nevertheless, the obligation to obtain the PCO remains that of Sponsor and its principals. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the certificate of occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws. See the Sections of the Offering Plan titled, "Rights and Obligations of Unit Owners" and "Rights and Obligations of Sponsor," set forth in Part I, for further details.

28. No assignment or transfer of an executed Purchase Agreement shall be permitted without the prior written consent of Sponsor which may be withheld for any reason. Prior to and for

eighteen (18) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale, or resell the Unit. This provision is to survive closing of title to the Unit. See the Section of the Offering Plan titled, "Assignment of Purchase Agreements," set forth in Part I, for further details.

29. There are thirty-two (32) Storage Compartments located in the cellar of the Building which will be sold as revocable licenses on a first come, first served basis. Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify any Storage Compartment in its sole discretion in order to sell, assign and/or lease any of the Storage Compartment Licenses. It shall be in the sole discretion of Sponsor as to whether a Purchaser will be allowed to purchase more than one (1) Storage Compartment License. The Storage Compartment License Payment (as defined in the form Purchase Agreement set forth in Part II of the Offering Plan) is deemed additional consideration for the Residential Unit being purchased and will thus be aggregated with the Purchase Price for the Residential Unit for the purpose of computing any applicable transfer taxes. A reservation for the right to enter into a Storage Compartment License Agreement must be made at the time a Purchaser executes a Purchase Agreement for a Residential Unit. An additional deposit equal to ten percent (10%) of the Storage Compartment License Payment will also be required pursuant to the terms of the form Purchase Agreement set forth in Part II of the Offering Plan.

As the Storage Compartments are Residential Common Elements, maintenance thereof will be a common expense of the Residential Unit Owners. Further, at the inception of a Storage Compartment License, each Residential Unit Owner who enters into a Storage Compartment License Agreement will be required to pay a Monthly License Fee to the Board of Managers. The Monthly License Fee will be as stated in Schedule A-1 for the First Year of Condominium operation and thereafter may be raised annually by the Board of Managers in its sole discretion.

Prospective Purchasers of Storage Compartment Licenses are advised that, at the closing of title to their Residential Unit, they shall be required to enter into a Storage Compartment License Agreement with the Condominium Board and deliver to Sponsor the total Purchase Price for the Residential Unit and the Storage Compartment License regardless of the fact that the Storage Compartment may not be available for use by such Residential Unit Owner at the time of the closing. However, any portion of the closing costs allocated to the Storage Compartments will be escrowed at closing if the Storage Compartments are not completed and held until such time as a Temporary Certificate of Occupancy is issued for that portion of the Premies. See the Section of the Offering Plan title, "Form Purchase Agreement," set forth in Part II for further details.

30. Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity, gas, and water/sewer service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and baseboard heating for the cellar mechanical and utility areas, and incidental water use in the cellar mechanical and utility areas, are expected to be *de minimis* as they pertain to the General Common Elements, as compared to usage of such utilities by the Residential Common Elements

and/or Residential Units measured by common meters. Provided these costs remain *de minimis* as they pertain to the General Common Elements, the Non-Residential Unit Owners shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense.

31. The Purchase Agreement, as is typical, includes at section 28 a provision that purchaser waive a trial by jury. See the Purchase Agreement in Part II of the Offering Plan.

32. The By-Laws provide for binding arbitration as to certain matters to be so resolved pursuant to the Condominium's documents and for the procedures, agreements and expenses regarding any such arbitrations. See Article XV of the By-Laws in Part II of the Offering Plan.

INTRODUCTION

General

1790-1792 Third Avenue LLC, hereinafter the "Sponsor," presents this Plan with the intention of setting forth herein all material information relating to the conversion to Condominium ownership of the land and building being renovated and constructed (the "Building") located at 1790-1792 Third Avenue, New York, New York 10029. The land is comprised of one (1) parcel which is currently one (1) tax lot on the assessment roll of the City of New York. The aggregate square footage of the parcel is approximately 5,000 square feet with approximately 50 feet 0 inches of frontage on Third Avenue, a public street.

The land, Building and appurtenances are hereinafter sometimes referred to as the Property and/or the Condominium. The Plan may be amended from time to time to reflect changes in the terms of the offering when such amendment is filed with the New York State Department of Law. The Plan may be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of nine (9) Units, which represents a minimum of at least fifteen percent (15%) of the Units offered under the Plan. However, if after Sponsor declares the Offering Plan effective, all Purchase Agreements are rescinded and/or terminated prior to the date of the First Unit Closing, the Sponsor shall re-declare the Offering Plan effective prior to closing on any Units. The Plan must be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of forty-four (44) Units, which represents a minimum of at least eighty percent (80%) of the Units offered under the Plan. The closing of title to any Unit may not occur until after the Plan has been declared effective and an amendment has been filed substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

All filed amendments will be served on (i) Purchasers who have executed and delivered Purchase documents to Sponsor and/or the Selling Agent, and whose purchase agreements are still in effect, (ii) Unit Owners and (iii) any other offeree who is required by law to receive such amendment. Service shall be either by personal delivery, ordinary mail or registered mail. Service by personal delivery is deemed complete upon delivery. Service by mailing shall be presumed complete on the fifth day subsequent to the date of mailing.

The Condominium will be organized pursuant to Article 9B of the Real Property Law of the State of New York, as amended, commonly known as the New York Condominium Act.

The Condominium

The land and the Building thereon which is being newly constructed is currently owned by 1790-1792 Third Avenue LLC, a Delaware limited liability company which acquired the Property from R.E. Associated Development, LLC by deed dated December 10, 2013 and recorded on December 18, 2013, in the New York County Office of the Register of the City of

New York as CRFN 2013000518168. Accordingly, 1790-1792 Third Avenue LLC is the sponsor (the "Sponsor") of this Plan.

Sponsor is constructing a new building. Sponsor shall submit the Property to the provisions of the Condominium Laws of the State of New York.

The newly constructed Building when completed will consist of thirteen (13) stories plus a cellar level. The proposed condominium will contain fifty-two (52) Residential Units located above the first floor in the Building and two (2) Non-Residential Units located on a portion of the first floor.

The Non-Residential Units are being offered for sale at this time and are subject to being retained by Sponsor or Sponsor's designee and/or transferred to an affiliate of Sponsor and/or a Sponsor Designee. The Non-Residential Units may be physically altered and/or subdivided by Sponsor or its designee or the Non-Residential Unit Owners to accommodate more than one (1) rental tenant. The Sponsor or its designee reserves the right at some future date to withhold from offering the Non-Residential Units from sale, but shall amend the Offering Plan prior thereto to reflect the withholding of Units.

The newly constructed Building shall be comprised of fifty-two (52) residential units (the "Residential Units") and two (2) non-residential units (the "Non-Residential Units") plus other common elements of the Building as defined herein (the "Common Elements"). Hereinafter any or all of the Residential Units and/or Non-Residential Units are individually or collectively referred to as the "Unit" or "Units." The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). Of the fifty-two (52) Residential Units, ten (10) will be studios, thirty-five (35) will have one (1) bedroom and seven (7) will have two (2) bedrooms.

The thirty-two (32) individual Storage Compartments located in the cellar of the Building, will be sold as revocable licenses on a first come, first served basis.

The cellar level of the Building will contain Common Elements including a bicycle storage area, the residential storage area with thirty-two (32) individual storage compartments, public corridor, recycling nook, trash compactor and equipment, elevator bank, staircases, and mechanical metering for hot water, electrical, water and fire pump. The first floor of the Building will contain two (2) Non-Residential Units and Common Elements including the Building's entry vestibule, the lobby, stairs, two (2) bathrooms, the trash chute and the RP2 room. The second floor of the Building will contain five (5) Residential Units and Common Elements including common corridors, stairs and a trash room, as well as two (2) private terraces on the north-west side of the Building which shall be Limited Common Elements for the exclusive use of the adjoining Unit Owners and which are accessible from the bedrooms and living rooms of these Units. The third through sixth floors of the Building will each contain five (5) Residential Units and Common Elements including common corridors, stairs and a trash room. The seventh through ninth floors of the Building will each contain four (4) Residential Units and Common Elements including common corridors, stairs and a trash room. The tenth through twelfth floors of the Building will contain four (4) Residential Units and Common Elements including common

corridors and stairs and a trash room, as well as two (2) private terraces on the north-east side of the Building which shall be Limited Common Elements for the exclusive use of the adjoining Unit Owners and which are accessible from the bedrooms and living rooms of these Units. The penthouse floor of the Building will contain three (3) Residential Units and Common Elements including common corridors, stairs and a trash room. Two of the penthouse floor units, PH1 and PH2, will each have a private roof terrace which shall be a Limited Common Element for the exclusive use of that Unit Owner, accessible from the living area of such Unit by interior stairs, located at the roof/bulkhead level of the Building. The rest of the roof/bulkhead level of the Building will consist of Common Elements including a mechanical area, vestibule, rescue assistance area, elevator control room, storage room and a common terrace.

There will be one (1) passenger elevator at the central core of the Building, one (1) of which will run from the cellar level to the thirteenth floor. There will be one (1) set of scissor stairs that will run from the cellar level to the roof/bulkhead level of the Building, providing egress to the Building's lobby via a connecting corridor. The elevator, elevator shaft and pit, and all common corridors and stairs throughout the Building will be Common Elements.

Other than the common terrace on the roof and the laundry and bicycle rooms in the cellar, there are no other common recreational areas or facilities at the Property. Any other roofs or areaways of the Building are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one of the Unit Owners. Additionally, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the private balconies or terraces described above.

The Sponsor projects that new construction of the Building should be completed by the end of December, 2017. Pursuant to the New York City Building Code, the class of construction for the Building is Class 1-B (Non-Combustible). A certificate of occupancy will be obtained by the Sponsor upon final completion of the project.

The Building is being constructed in accordance with all applicable zoning and buildings laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements.

Based upon the approved New Building Plans for the renovation of the Building, currently there are approximately zero (0) excess transferable air rights and/or development rights pertaining to the Property. Sponsor will not build any further on or above the Property. However, if the floor area ratio for the zoning district in which the Building is located changes in the future, such change may create additional excess transferable development rights and/or air rights pertaining to the Property at that time which Sponsor is herein reserving for itself, its successors and assigns.

The Condominium shall comply with New York City Administrative Code §27-2052, et seq. by providing a full-time superintendent, on call twenty-four (24) hours per day, to provide janitorial services to the Building.

Parts I and II of the Plan, including all Schedules, and Parts A, B, C and D of the Exhibits, constitute the entire offer of Sponsor. Parts A, B, C and D of the Exhibits will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys on the on-site sales office at all times such office is open or, in the event there is no on-site office, at the offices of the Sponsor. Further, copies of the Offering Plan and all filed amendments thereto will also be available for inspection and copying at a reasonable charge at the Office of the Attorney General at 120 Broadway, 23rd Floor, New York, NY 10271. All documents forming a part of this Offering Plan are important. It is suggested that you consult your own attorney or financial advisor before purchasing and provide him with a copy of this Offering Plan.

All of the aforementioned Units are intended to be sold as condominium units in accordance with this Plan at the prices noted in Schedule A set forth in Part I of the Plan and all of the Storage Compartments are to be sold as Licenses in accordance with the Plan at the prices noted in Schedule A-1 set forth in Part I of the Plan. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency. It is noted that although it is the intent of Sponsor that all Units and Storage Compartment Licenses be offered for sale pursuant to this Offering Plan, Sponsor is hereby reserving the unconditional right to withhold certain Units and/or Storage Compartment Licenses from sale. In the event the Sponsor withholds one (1) or more of the Units and/or Storage Compartment Licenses from sale, Sponsor shall amend the Plan to disclose which Units and/or Storage Compartment Licenses are being withheld. If Sponsor leases certain Units and/or Storage Compartment Licenses to tenants and such Units and/or Storage Compartment Licenses subsequently are offered, Sponsor shall amend the Plan, accordingly, if such Units are offered subject to such tenancies.

It should be noted that Sponsor is not obligated to make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupant"). Prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit and/or Storage Compartment shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. In the event that Unsold Units and/or Storage Compartments are not offered for sale they may be rented, after consummation of the Offering Plan, at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units and/or Storage Compartments are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered, fixed/variable, term of loan, verification requirements, etc.) to possible unwillingness to provide any financing. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit and Storage Compartment, if applicable. The decision of Sponsor to withhold Units and/or Storage Compartments from sale and/or rent same

may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and Storage Compartment, if applicable, and/or the price which they are able to obtain for the Unit.

Additionally, because the Sponsor is not limiting the conditions under which it will rent, after consummation of the Offering Plan, rather than sell Units and/or Storage Compartments and/or transfer Units to an affiliate of Sponsor and/or a Sponsor Designee, there is no commitment on the Sponsor's part to sell more Units than the fifteen percent (15%) necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1(b) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to designate thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to those Board Members designated by the Non-Residential Unit Owners. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

Should Sponsor make a bulk sale of all or some of the Unsold Units and/or Storage Compartment Licenses, the transferee Successor Sponsor shall be bound by all of the Sponsor's representations herein regarding the sale of Unsold Units and/or Storage Compartment Licenses and/or transfer of Units to an affiliate of Sponsor and/or a Sponsor Designee.

The project is being financed from Sponsor's own funds and construction loan financing being provided by Bank Hapoalim, B.M. (hereinafter the "Construction Lender"). The terms of the Sponsor's construction loan financing, provide that so long as Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than a minimum sales price determined by the loan documents. Sponsor represents that all of the offering prices as set forth in Schedule A set forth in Part I of the Offering Plan will be at or above the minimum sales prices required by the loan documents. Upon the payment by Sponsor of a release price for each Unit which shall be generated by the proceeds from each Unit closing until the loan is paid in full, the Sponsor shall have the Construction Lender agree to partially release the Unit closed from the lien of its construction loan. Additionally, pursuant to the loan documents, the Sponsor will not lease any portion of the Property without the consent of the Construction Lender.

Features of Condominium Ownership

The Purchaser of a Residential Unit, hereinafter referred to either as a "Unit Owner" or "Residential Unit Owner," owns his Unit similarly in many respects to the manner in which a private home owner owns his home. (References to the masculine gender in the Plan shall be deemed to refer to the feminine gender or plural where the context so requires and shall be deemed to include any duly formed partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association or any other entity permitted to own real property in the State of New York.) The Residential Unit Owner or Non-Residential Unit Owner, as the case may be, owns the Unit in fee and is entitled to the exclusive possession thereof. He is also the owner, in common with the owners of all other Units, of all remaining parts of the Property except for the Units themselves, including the land upon which the Units are built, the foundations and supports of the Building, the exterior walls and the roofs, (hereinbefore and hereinafter called "Common Elements"). Each Unit Owner's proportionate share ("Common Interest") of the Common Elements has been determined upon the basis of such Unit's floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of Article 9-B of the Real Property Law of the State of New York ("the Condominium Act"). As is disclosed in the footnotes to Schedule B and in more detail in Article 6.1 of the By-Laws, the Non-Residential Unit Owners contribute Shared Common Expenses in connection with certain expenses shared with or provided by the Condominium. Any portion of the land or Building, other than the Units themselves, which are for the use of one or more specified Units to the exclusion of all others, are known as "Limited Common Elements." The Plan provides that any individually defined balconies and/or terraces which are either adjacent to and directly accessed from the Residential Units and/or are located at the roof level of the Building shall be a Limited Common Element for the exclusive use of individual Owners of respective Units. Additionally, other Common Elements include, but are not limited to, vault spaces at the cellar level, which are for the use of all of the Residential Unit Owners and the Non-Residential Unit Owners for mechanical equipment.

A Unit Owner is privileged to mortgage his Unit generally on the terms and in such amount as he chooses. With respect to the Residential Units, the By-Laws state that a first (1st) mortgage or second (2nd) mortgage shall be either with an institutional lender, a family member, business associate or employer, or a selling Residential Unit Owner. Purchasers pursuant to this Plan, however, if they seek mortgage financing, shall be required to follow any procedures set forth in the Purchase Agreement located in Part II of the Plan. A mortgage may be made with a reputable private lender other than the selling Residential Unit Owner subsequent to the obtaining of the written permission of either the Sponsor, prior to Sponsor's relinquishing control of the Board of Managers, or the Board of Managers. No Residential Unit Owner shall be permitted to encumber his Unit with a third (3rd) mortgage. His Unit is not subject to the lien of any mortgages placed by other Unit Owners on their Units.

A Residential Unit Owner can sell or lease his Unit to anyone, without restriction or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium (sometimes herein referred to as the "Condominium Board" or the "Board of Managers") at the same price and terms the Owner has been offered.

A Residential Unit Owner can alter and decorate the interior of his Unit in any way he desires, subject to local codes and the Rules and Regulations of the Condominium, and he or she is obligated for the cost of his or her own interior decoration, maintenance and repair after closing. Each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible if any of the other Unit Owners fail to pay their real estate taxes. In the opinion of counsel for the Sponsor, a Residential Unit Owner, like a home owner, may, under most circumstances, deduct from his income for income tax purposes his real estate taxes and the interest paid on the mortgage encumbering the Unit(s) owned by him. The Board of Managers of the Condominium will assess against each Unit Owner, in proportion to his respective percentage of Common Interest or Contributing Share, as the case may be, as defined in the section of the Plan titled "Definitions," charges (hereinafter called "Common Charges") for the maintenance of the Common Elements and for the operating costs of the Property (hereinafter called "Common Expenses"), as provided in New York State Real Property Law Sections 339-i and 339-m. Each Unit Owner, including the Non-Residential Unit Owners, will pay for all electricity consumed within his own Unit, the charges for which shall be separately metered. The Non-Residential Units will also be separately metered or submetered for gas and water consumption and usage.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a PCO has not been issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a PCO has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a TCO or PCO caused by alterations made by such Unit Owner. Nevertheless, the obligation to obtain the PCO remains that of Sponsor and its principals. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the certificate of occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

Any Residential Unit Owner assigned a Storage Compartment at the Building will be required to execute a Storage Compartment License Agreement governing the use of the Storage Compartment. Notwithstanding anything contained herein, the Storage Compartment License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit or (ii) by the transfer of a Storage Compartment License from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Compartment License and does not transfer

same to another Residential Unit Owner, the rights to the Storage Compartment in question will devolve to the Board of Managers which shall have the right to issue a new Storage Compartment License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Compartment to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. At the inception of the Storage Compartment License, the Board of Managers has reserved the right to charge Purchaser/Licensee a monthly license fee (the "Storage Compartment Monthly License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the term of the Storage Compartment License. The Storage Compartment Monthly License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The Storage Compartment Monthly License Fee shall be in the amount indicated on Schedule A-1 commencing on the date of the Storage Compartment License Agreement and will continue for the following twelve (12) months. Thereafter, the Board of Managers may increase the Storage Compartment Monthly License Fee annually, in its sole discretion. Such Storage Compartment Monthly License Fee shall only be applicable subsequent to the lawful occupancy or use for such areas of the Building.

Since Storage Compartments are located at the Cellar level of the Building, the Board cannot make any representations that the Storage Compartments will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Compartments. Residential Unit Owners who place items in the Storage Compartments do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with applicable law regarding Storage Compartments, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction there over.

Each Unit Owner is obligated to comply with the Declaration, the By-Laws, the Rules and Regulations and any other requirements of the Board of Managers. Each Unit Owner will also be responsible for maintaining his own Unit and for making repairs within his own Unit. Except with regard to limitations which apply to the obligations of the Non-Residential Unit Owners, the cost of maintenance and repair of the Common Elements shall be shared by all Unit Owners as provided above. Each Unit Owner shall have the same rights of access to, use of and benefit of the Common Elements which are not Limited Common Elements. Each Unit Owner shall also be responsible for obtaining and bearing the cost of casualty and liability insurance in connection with his respective Unit. The Board of Managers shall have the duty of obtaining casualty and liability insurance, on behalf of the Condominium, with respect to the Building as a whole.

The Board of Managers of the Condominium shall be elected and/or designated by the Unit Owners in accordance with the By-Laws. As provided in the By-Laws, at the First Unit Owners meeting, three (3) members of the Board of Managers shall be elected by the Residential

Unit Owners (including Sponsor or its designee as to Unsold Units), with the number of votes allocated to each Residential Unit Owner determined by the percentage of Common Interest of his respective Unit, and one (1) member of the Board of Managers designated by each of the two (2) Non-Residential Unit Owners (including Sponsor or its designee as to Unsold Units). The Board of Managers shall have the authority to manage and administer the affairs of the Condominium, including, but not limited to, the determination of Common Charges and the adoption of Rules and Regulations covering the Condominium. Please see the section entitled "Rights and Obligations of Board of Managers/Summary of By-Laws" set forth in Part I, for further discussion.

Units may be purchased either by natural persons over the age of eighteen (18) years or by a duly formed partnership, or corporation, limited liability company, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York.

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

DEFINITIONS

"Appurtenant Interest"	-	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 Board of Managers or its designee, corporate or otherwise, on behalf of all 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.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as 1790 Third Avenue Condominium, being newly constructed at 1790-1792 Third Avenue, New York, New York 10029. The Building will also be known as "THE CEREZA".
"Common Charges"	-	In the case of the Residential Units, each Unit Owner's proportionate share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Residential Unit Owners together with each Residential Unit Owner's proportionate share or Contributing Share of the Residential Common Expenses (as defined in the Condominium Documents); In the case of the Non-Residential Units, the Non-Residential Unit Owners' proportionate share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Non-

Residential Unit Owners together with the payment by the Non-Residential Unit Owners of all or their proportionate share or Contributing Share of the Non-Residential Common Expenses (as defined in the Condominium Documents).

"Common Elements" - All portions of the Property other than Units. Common Elements are comprised of General Common Elements and Limited Common Elements.

"Common Expenses" - (a) Expenses of operation of the Property, and

(b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.

"Common Interest" - The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.

"Condominium" - A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to 1790 Third Avenue Condominium, which will also be known as "The Cereza".

"Condominium Act" - Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

"Condominium Documents" - The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.

"Consummation of the Plan"~ - Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and

acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.

"Contributing Share" - (a) In the case of the Residential Units, each Residential Unit's proportionate share of the Common Charges payable by all of the Residential Unit Owners. Each Residential Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Residential Unit Owner's percentage of Common Interest bears to the aggregate percentage of Common Interest of all Residential Unit Owners, multiplied by the Common Charges payable by all the Residential Units.

(a) In the case of the Non-Residential Units, a Non-Residential Unit's proportionate share of the Common Charges payable by all of the Non-Residential Unit Owners. Each Non-Residential Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Non-Residential Unit Owner's percentage of Common Interest bears to the aggregate percentage Common Interest of all Non-Residential Unit Owners, multiplied by the Common Charges payable by all the Non-Residential Units.

"Declaration" - The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.

"DOB" - Refers to the Department of Buildings of the City of New York.

"Equal or Better Quality" - This phrase shall mean comparable or higher quality as recognized by industry standards or performance, efficiency, longevity and/or classifications, as applicable.

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

"Filing" - Means the issuance of a letter from the Attorney General stating that an Offering Plan and/or an Amendment has been accepted for filing.

"First Unit Closing" - The first closing of title with a bona fide purchaser of a Unit.

"Floor Plans" - The floor plans of the Units certified by a licensed engineer or registered architect, and filed in the Register's Office of New York County simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"General Common Elements" - The General Common Elements include, without imitation:

(1) The land on which the Building is physically erected, and all other lands comprising the

Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself or for its designee, and any successors or assigns thereof. Yard areas or other areaways at the Property, if any, other than the Limited Common Elements as described below, are not intended for public use except for fire egress purposes and are subject to the easement rights, if any, of Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners;

(2) At the cellar and first floor level: all foundations, footings, columns, beams, supports, bearing walls (except to the extent included below as Limited Common Elements or in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Non-Residential Units from the corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Non-Residential Units, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Non-Residential Units from corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Non-Residential Units; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Non-Residential Units below is attached; service corridors, fire corridors,

halls, stairs, and stairway areas located at the cellar level which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Non-Residential Units and are not specifically designated below as Limited Common Elements; storage and utility areas, if any, located at the cellar level and which are not part of the Non-Residential Units or which are not specifically designated below as Limited Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Non-Residential Units; all cellar areas which are not part of the Non-Residential Units and are not specifically designated below as Limited Common Elements;

(3) The utility and mechanical rooms and areas located at the cellar level of the Building, the fire pump room, water service room, and gas and electric meter rooms at the cellar level, the gas meters, water meters and electric meters in the cellar; any and all cellar or other areas and Facilities which are not designated as part of a Unit or a Limited Common Element;

(4) All installations and Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(5) All sewer pipes and drainage pipes;

(6) All street vaults, if any, located at the cellar level adjacent to the common areas of the Building which are not designated below as Limited Common Elements; any other protrusion beyond the lot lines of the

Building which are not part of a Unit or designated a Limited Common Element, all of which are subject to an easement in favor of the Non-Residential Unit Owners for fire egress purposes;

(7) Those portions of the main roof of the Building and those portions of the roof at the second floor level of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, cooling towers, any ventilation or air-conditioning equipment to the extent same exist and/or are installed, and other related Facilities which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(8) The boilers, hot water heaters or equipment, if any, heating, ventilation and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(9) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters or equipment, if any, heating, ventilation and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(10) Any common tanks, common water towers or tanks, pumps, including, but not limited to, motors, fans, compressors, ducts, siamese connections, and, in general, all apparatus and installations and Facilities existing for common use;

(11) Except as specifically noted, all other apparatus, installations and Facilities existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building and the Units.

"Insurance Trustee" - A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.

"Land" - All that certain tracts, plots, pieces and parcels of land situate, lying and being in City of New York, New York County and State of New York as more particularly described in Schedule A to the Declaration.

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County 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, including the Landmarks Preservation Commission, having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" - Parts of the whole which are owned as Common Elements, but the exclusive use of which is granted to a single Unit Owner or several Unit Owners and, unless otherwise specified, the maintenance and repair of which is the responsibility of the Unit Owners or Owners to which the exclusive use has been allocated. In this Plan, the following are Limited Common Elements which shall be for the exclusive use of either all of the Residential Unit Owners ("Residential Common Elements") or the Non-Residential Unit Owners ("Non-Residential Common Elements") or an individual Residential Unit Owner ("Residential Limited Common Elements"):

(1) <u>Residential Common Elements</u>:

(1a) At the second floor level and above: columns, beams, supports, bearing walls (except to the extent included below as Limited Common Elements in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Residential Units from the corridors, the elevator shafts, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Units, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Residential Units from corridors, the elevator shafts, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Units; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Residential Units below is attached; service corridors, fire corridors, halls, stairs, and stairway areas located at the second floor level and above which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Residential Units and are not specifically designated below as Non-Residential Common Elements or in the dimension of a Unit; storage and utility areas, if any, located at the second floor level and above and which are not part of the

Residential Units or which are not specifically designated below as Non-Residential Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Residential Units;

(1b) The common and public corridors and fire staircases located at the cellar floor level and above at the Building (except for the corridor in the cellar, which shall be a General Common Element for the use of all Units Owners, and any interior access stairs within Units) which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Non-Residential Unit Owners or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Non-Residential Units; and (ii) for the fire egress purposes and access and/or egress to or from the Non-Residential Units;

(1c) The trash compactor room and recycling nook, trash compactor machinery, and related Facilities located at the cellar level of the Building, together with any trash room and trash compactor chute located on all floors of the Building, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1d) The Residential entrances to the Building, together with their canopies, if any, located on Third Avenue, the residential vestibule and lobby together with the adjoining elevator lobby, which shall be for the exclusive use of all the and Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Non-Residential Unit Owners, or tenants, their servicemen, consultants and/or repairmen, for fire egress purposes and access and/or egress to or from the Non-Residential Units and/or the Non-Residential Common Elements;

(1e) The common recreational area located at the roof level, and bicycle room, storage room and bathroom located at the cellar level of the Building, which service and shall be for the exclusive use of the Residential Unit Owners only in a manner to be determined by the Board of Managers;

(1f) The one (1) passenger elevator, passenger elevator machinery, shaft and pit; the elevator/stair bulkhead and elevator machine room, together with all Facilities related thereto, located on any floor level of the Building, which shall be for the use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, and subject to an easement in favor of the Non-Residential Unit Owners or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all

mechanical equipment servicing the Non-Residential Units.

(1g) Those portions of the roof of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Residential Units only, which shall be for the exclusive use of the Residential Unit Owners;

(1h) Any heating, air-conditioning and/or ventilation equipment, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1i) Any piping and/or ductwork which is necessary for the functioning of any heating, air-conditioning and/or ventilation equipment, cooling towers, hot water heaters, if any, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1j) The cooling tower(s), if any, or tanks on the roofs of the Building together with any related Facilities which only service the Residential Units or the residential portions of the Building;

(1k) The residential gas, water and/or electric meters and mechanical, gas, water and/or electric panels, closets, and respective rooms and/or feeders, risers and other improvements,

residential cables, pipes, all of which serve the Residential Units and residential portions of the Building exclusively;

(1l) Any and all windows of the Building which are not part of a particular Residential Unit or the Non-Residential Units;

(1m) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which only service the Residential Units;

(1n) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

(1o) The storage area, including any and all Storage Compartments located therein, located at the cellar level of the Building, which shall be for the exclusive use of Unit Owners in a manner to be determined by the Board of Managers. The use of the Storage Compartments shall be subject to the By-Laws of the condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers, including exclusive use license agreements, in their sole discretion.

(2) Non-Residential Common Elements:

(2a) Those portions of the main roof of the Building, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Non-Residential Units, which shall be for the exclusive use of the Non-Residential Unit Owners;

(2b) Non-Residential mechanical and/or electric meter(s), separate cold water meter(s), gas meter(s) and other utility meters (if any) and/or mechanical, electrical, gas, water rooms and/or closets servicing or available for the exclusive use of the Non-Residential Units;

(2c) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service the Non-Residential Units only;

(2d) All remaining improvements, installations, apparatus or Facilities exclusively serving the Non-Residential Units or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Non-Residential Units;

(2e) The skylights, if any, existing or installed at some future date, that are directly above any Non-Residential Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the

responsibility of the individual Unit Owners of such Units.

(3) Residential Limited Common Elements:

(3a) The skylights, if any, existing or installed at some future date, that are directly above any Residential Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(3b) Any fireplace, together with any flue and/or ductwork attached thereto, which must be gas-fired only, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such fireplace, together with any flue and/or duct-work attached thereto, shall be the responsibility of the individual Unit Owners of such Units;

(3c) The private balconies and/or private roof terraces, together with any walls and/or fencing delineating such areas, which are directly accessed from certain Residential Units, as delineated on the Floor Plans, which shall be for the exclusive use of the Unit Owner of the respective Unit. Nonstructural, ordinary repairs and maintenance of the private balconies and/or private terraces, together with any walls and/or fencing which delineates such areas, shall be the responsibility of the individual Unit Owner(s) who have the exclusive use thereof.

"Majority"	-	Majority of Unit Owners means either (i) more than fifty percent (50%) in Common Interest in the aggregate, or (ii) more than fifty percent (50%) in number of Units in the aggregate, or (iii) more than fifty percent (50%) in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.
"Managing Agent"	-	A person employed by the Condominium Board pursuant to Article II, Section 4 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 such Section of the By-Laws.
"Non-Residential Common Expenses"	-	As set forth in the By-Laws of the Condominium the Non-residential Units shall be solely responsible for the payment of all expenses ("Non-Residential Common Expenses") arising from snow removal from the front of the Non-residential Units, commercial garbage collection; the cost of utilities, including, but not limited to, electricity, gas and water consumption in the Non-Residential Units but only to the extent that the Non-Residential Units are not separately metered and/or sub-metered with respect to those utilities; vault charges, if any, attributable to the Non-Residential Units; repairs, maintenance and replacement of the Non-Residential Common Elements; and any other expense, which is not a Shared Common Expense, attributable to the Non-Residential Units only.

"Non-Residential Units" - An area designated on a portion of the cellar and ground or first floor of the Building, which shall be owned in fee simple absolute. According to the terms of the Offering Plan, there shall be two (2) Non-Residential Units.

"Non-Residential Unit Owners" - The Person, persons, entity or entities owning the Non-Residential Units.

"Offering Plan" - The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".

"Operation of the Property" - The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

"PCO"- - Refers to a permanent certificate of occupancy issued by the Department of Buildings of the City of New York.

"Permitted Mortgagee" - Refers to the holder of a Permitted Mortgage and shall include, without limitation, such banks and financial institutions as constitute the holder(s) of the mortgages given by Sponsor to acquire and construct the Property, including the successors, assigns, and affiliates thereof. The initial Permitted Mortgagee shall refer to Bank Hapoalim, B.M.

"Person" - A natural person, corporation, limited liability company, partnership, association, trustee or other legal entity.

"Power of Attorney" - The document, signed by Unit Owners, which appoints:

(i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant

Interests thereto and to deal with any such Units so acquired as they may determine.

(ii) the Sponsor and Non-Residential Unit Owners, as attorneys-in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney.

(iii) the Sponsor, as attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, in whole or part, of the transferable air rights and/or development rights which Sponsor has retained for itself, and/or its successors and assigns.

"Property" - Means and includes the Land, the Building and all other improvements thereon, (i) 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, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.

"Purchaser" - Any Person who has entered into an agreement with Sponsor to purchase a Unit and is not in default thereunder.

"Recording officer and "Recording" or "Recorded" - Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.

"Residential Common Expenses" - As set forth in the By-Laws of the Condominium the Owners of the Residential Units shall be solely responsible for the payment of all expenses ("Residential Common Expenses") arising from garbage collection for the Residential Units if not collected by the City of New York; gas consumption for heat and hot water in the Common Elements, including the General Common Elements; gas consumption for cooking and

fireplaces, if any, in the Residential Units; gas consumption for the emergency generator; electricity consumption for the Common Elements, including the General Common Elements, except that electricity consumption by the common condensers shall be monitored by a power proportional distribution ("PPD") system that will measure consumption by each individual Residential Unit, and the Board of Managers shall bill each individual Unit Owner for his Unit's respective consumption, for which such Unit Owner shall be solely responsible; water and sewer charges for the Residential Units and the Common Elements, including the General Common Elements; landscaping, fire extinguisher, elevator and HVAC maintenance; vault charges, if any, attributable to the common areas of the Building; and any other expense, which is not a Shared Common Expense, attributable to the Residential Units only or as provided in the By-Laws. Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity, gas, and water/sewer service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and baseboard heating for the cellar mechanical and utility areas, gas for the emergency generator, and incidental water use in the cellar mechanical and utility areas, are expected to be *de minimis* as they pertain to the General Common Elements, as compared to usage of such utilities by the Residential Common Elements and/or Residential Units measured by common meters. Provided these costs remain *de minimis* as they pertain to the General Common Elements, the Non-Residential Unit Owners shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense.

"Residential Unit" - A designated apartment in the Building comprising the Condominium which is owned in fee simple absolute.

"Residential Units" - Collectively, all the apartments in the Building.

"Residential Unit Owner"	-	Means the person, persons or entity owning a Residential Unit in fee simple absolute.
"Rules and Regulations"	-	The rules and regulations of the Condominium, 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.
"Selling Agent"	-	The entity which will, on behalf of the Sponsor, originate and supervise sales of Units. Corcoran Group is the Selling Agent pursuant to the terms of the Offering Plan.
"Sponsor"	-	The promoter of the project and/or Offering Plan to submit the Premises at 1790 Third Avenue, New York, New York 10029 to the condominium form of ownership; 1790-1792 Third Avenue LLC is the Sponsor of this Offering Plan.
"Sponsor-designee"	-	Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee."
"Sponsor's Initial Control Period"	-	Refers to the initial period during which Sponsor, including any designee thereof, retains control of the Board of Managers of the Condominium prior to relinquishing the same. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect or designate a majority of its nominees for positions on the Board of

Managers, even though the total percentage of Common Interest may otherwise enable it to do so.

"Storage Space" - Refers to one of the individual Storage Compartments located at the cellar level of the Building, which shall be made available for the exclusive use of an individual Residential Unit Owner pursuant to a Storage Compartment License and which constitutes a Residential Common Element of the Condominium.

"Storage Space License" - Refers to the license to be granted to a Residential Unit Owner evidencing the Residential Unit Owner's right to the exclusive use of a Storage Compartment.

"TCO" - Refers to a temporary certificate of occupancy issued by the Department of Buildings of the City of New York.

"Unit" - Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a fireplace and/or a private balcony or roof terrace. Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water, ventilation and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

"Unit Deed" - The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.

"Unit Designation" - The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the floor plans.

"Unit Owner"	-	The person or persons, or entity owning a Unit in fee simple absolute. It collectively means the respective owners of the Residential Units and the Non-Residential Units.
"Unsold Units"	-	Any Unit owned by Sponsor or its designee at the time in question.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property upon which the Condominium will be situated is one parcel and one tax lot. The one parcel has an aggregate area of approximately 5,000 square feet with approximately 50 feet of frontage along Third Avenue, a public street.

The Sponsor intends to construct a new thirteen (13) story, plus cellar and roof/bulkhead level, building. The new building will be located on Third Avenue between East 99th and 100th Streets and will have its principal entrance on Third Avenue. Hereinafter the newly constructed thirteen (13) story building shall be referred to as the "Building." The Building is not in a landmarked district.

The newly constructed Building shall be comprised of fifty-two (52) residential units (the "Residential Units") and two (2) non-residential units (the "Non-Residential Units") plus other common elements of the Building as defined herein (the "Common Elements"). Hereinafter any or all of the Residential Units and/or Non-Residential Units are individually or collectively referred to as the "Unit" or "Units." The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). Of the fifty-two (52) Residential Units, ten (10) will be studios, thirty-five (35) will have one (1) bedroom and seven (7) will have two (2) bedrooms.

The cellar level of the Building will contain Residential Common Elements including a bicycle storage area, a residential storage area with thirty-two (32) individual storage compartments, public corridor, recycling nook, trash compactor and equipment, elevator bank, staircases, and mechanical metering for hot water, electrical, water and fire pump. The first floor of the Building will contain two (2) Non-Residential Units and Common Elements including the Building's entry vestibule, the lobby, stairs, two (2) bathrooms, the trash chute and the RP2 room. The second floor of the Building will contain five (5) Residential Units and Common Elements including common corridors, stairs and a trash room, as well as two (2) private terraces on the north-west side of the Building which shall be Limited Common Elements for the exclusive use of the adjoining Unit Owners and which are accessible from the bedrooms and living rooms of these Units. The third through sixth floors of the Building will each contain five (5) Residential Units and Common Elements including common corridors, stairs and a trash room. The seventh through ninth floors of the Building will each contain four (4) Residential Units and Common Elements including common corridors, stairs and a trash room. The tenth through twelfth floors of the Building will contain four (4) Residential Units and Common Elements including common corridors and stairs and a trash room, as well as two (2) private terraces on the north-east of the Building which shall be Limited Common Elements for the exclusive use of the adjoining Unit Owners and which are accessible from the bedrooms and living rooms of these Units. The penthouse floor of the Building will contain three (3) Residential Units and Common Elements including common corridors, stairs and a trash room. Two of penthouse units, PH1 and PH2, will each have a private roof terrace which shall be a Limited Common Element for the exclusive use of that Unit Owner, accessible from the living area of such Unit by interior stairs, located at the roof/bulkhead level of the Building. The rest of

the roof/bulkhead level of the Building will consist of Common Elements including a mechanical area, vestibule, rescue assistance area, elevator control room, and a common terrace.

The Common Elements located at the cellar level of the Building will include a storage area with thirty-two (32) individual Storage Compartments, hereinafter collectively referred to as the "Storage Compartments". A Storage Compartment will be licensed by the Board of Managers of the Condominium to certain Unit Owners at the sole discretion of the Sponsor. Other than a Storage Compartment License held by Sponsor or a Sponsor-designee, a Storage Compartment may only be licensed in conjunction with the ownership of a Residential Unit. With regard to a Storage Compartment held by the Sponsor or a Sponsor-designee, the assignment or rental of a Storage Compartment held by Sponsor or a Sponsor-designee does not require the simultaneous ownership by such licensee of a Residential Unit.

There will be one (1) passenger elevator at the central core of the Building which will run from the cellar level to the thirteenth floor. There will be one (1) set of scissor stairs that will run from the cellar level to the roof/bulkhead level of the Building, providing egress to the Building's lobby via a connecting corridor. The elevator, elevator shaft and pit, and all common corridors and stairs throughout the Building will be Common Elements.

Other than the common terrace on the roof and the bicycle room in the cellar, there are no other common recreational areas or facilities at the Property. Any other roofs or areaways of the Building are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one of the Unit Owners. Additionally, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the private balconies or terraces described above.

The Sponsor projects that new construction of the Building should be completed by the end of December 2017. Pursuant to the New York City Building Code, the class of construction for the Building is Class 1-B (Non-Combustible). A certificate of occupancy will be obtained by the Sponsor upon final completion of the project.

The Building is being constructed in accordance with all applicable zoning and buildings laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements.

All license fees, all periodic taxes, charges and repairs ("Vault Charges") for the street vaults located adjacent to the Property, if any, which are General Common Elements, located in the common areas of the Building, if any, or other protrusions beyond the lot lines of the Building shall be paid by the Board of Managers as a Common Expense. It is the responsibility of the condominium to maintain the street vaults and any Vault Charges attributable to the Building shall be allocable to all of the Units and be made on a Percentage of Common Interest basis.

Structural System:

The structural system generally comprises cast in place concrete flat plate floor slabs supported on reinforced concrete columns and walls. The Building lateral system is a combination of concrete shear walls provided at the stair and elevator enclosures and selected concrete frames provided by the columns and slabs.

The Building is founded on a mat foundation slab bearing on a system of micro piles. The rock capacity is 40 TSF.

Exterior Walls:

North and South lot line walls shall be constructed of concrete masonry units with integral waterproofing and stucco finish from floors 1-5 the North Wall and 1-6 for the South Wall. For floors above, the construction will be 3 1/4" EIFS with a water barrier R 11.4 minimum. East lot line shall be constructed of metal panel system over rigid insulation in combination with window wall system on floors 2-13. East façade at first floor shall be constructed of metal panel system over rigid insulation in combination with a storefront system.

The Condominium will be responsible for meeting subsequent LL 11/98 requirements. The periodic inspections will begin five (5) years after substantial completion of the development.

Windows:

Skyline windows or equal architectural windows. Specified warranty period 10 years on Windows and Glazing; 20 years on sealant and 15 years on metal finish. Double glazed, thermally broken windows shall be provided at Residential Units. Casement type windows are provided at habitable rooms as necessary to meet at NYCBC ventilation requirements. Fixed windows of similar design and finish are provided. Paired exterior doors of similar design and finish to windows are provided at terraces and balconies as indicated in the plans. Window hardware shall be manufacturer standard hardware.

Window grade and class shall comply with requirements of AAMA Grade and Performance Class DA AW40.

The Sponsor reserves the rights to provide windows by different manufacturers, which are equal to, or better than those listed.

The Building will comply with New York City Building Code for sound insulation, light and air requirements.

Heating and Air Conditioning Systems:

The heating system is designed to maintain an indoor temperature of 72° F indoors when outside temperature is 15° F.

Heating for apartments will be provided by an HVAC system with individual electrical PTAC units, manufactured by GE Zoneline or approved equal. Heat is provided in accordance with the controls sequencing. Heating system is designed based on energy performance maintaining space temperature settings from local thermostat for each unit. Each indoor unit will have a custom programmable thermostat. The thermostat will maintain space temperature based on time of day settings.

The air conditioning systems are designed to provide 72° F maximum indoor temperature in heating mode and 75° F minimum indoor temperature for cooling mode to comply with the NYC Energy Code. This shall be accomplished with outdoor design NYC design conditions of 12.6° for heating and 89.3 DB and 73 WB for cooling. A year round heating and cooling system consisting of Electrical packaged thermal air conditioning system for each residential apartment unit. All apartment have separate PTAC inside bedroom and living room of the apartment. Units inside the apartments will have the ability to either provide heating or cooling. Each PTAC unit will be provided with its own heating and cooling thermostat. The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions.

The Non-Residential spaces are air conditioned by individual RTU units with energy recovery ventilation units for the space.

Cooling for the elevator machine room is provided by thru-wall air conditioning unit.

The aforementioned heating and cooling systems will not be present in the Non-Residential Units. Sponsor will not provide, and it shall be the sole responsibility of each Non-Residential Unit Owner to install and any additional heating system in these respective Units.

With respect to common areas:

i. Heating for the residential lobby, vestibule area, water service room, sprinkler booster pump room, pump rooms, storage and utilities room, water service room and others will be provided by second floor roof mounted MUA-1 Unit and Duct distribution throughout lobby and vestibule.

ii. Heating and cooling for the common recreational area on the second floor will be provided by a split-type heat pump unit located at the ceiling of the common recreational space.

iii. The vestibules off the stairs on the full-floor Residential Units as well as the corridors on the multi-unit floors will be heated by means of a roof-mounted A/C unit in accordance with NYC code.

iv. Heating for the stairwells will be provided with electric wall heaters located at the exit/entrance at the roof.

v. Supplementary toilet electrical heaters are provided in all bathrooms located at perimeter walls in the Residential Units.

Utilities:

Electricity:

Electrical service to the building will be provided by Con Edison. The electric service will be distributed throughout the Building to various loads and will be directly metered by the utility company. The electricity consumed by each individual Residential Unit and each Non-Residential Unit shall be separately and directly metered. Each Unit Owner shall be responsible for paying his or her own individual electric bill.

Main electrical room consolidating Residential and Common Area electrical equipment is located at the cellar level of the Building. Local distribution equipment for Residential Units is situated in their respective spaces. Power for Residential Units is distributed from meter banks and main distribution panel in main electrical room.

Service to Individual Residential Units from meter banks include dedicated feeders that run to each Residential Unit and terminate at the apartment panel boards. Residential Unit feeders vary in size as required by load and voltage drop. Each Residential Unit feed is protected by an individual circuit breaker at the meter bank location and consist of 100A 2-pole single phase circuit breakers for studio, one and two bedroom apartments.

Residential Unit Service: the residential panel board will be rated to comply with the New York City Electrical Code, and takes into account all equipment provided in Residential Units such as washing machines, clothes dryers, dishwashers, microwaves, air conditioning equipment, etc.

All Residential Units will be supplied with 120/208V, 1 phase, 3 wire + ground, 36 or 42 pole power panels with single and double pole circuit breakers in each Unit.

Common Areas: Power and Lighting panels will be provided to distribute electricity to the loads in all common areas and to be circuited from the dedicated electrical house meter. Individual branch circuit protection and will be sized and rated based on the connected load and requirements of the code, which shall include lighting, receptacles, air conditioning and heating, etc.

Fire Detection Alarm Systems: Smoke detection and sprinkler system is provided as required in accordance with NYC code including water flow and tamper switches as required for the sprinkler system, with smoke detection for cellar rooms and elevator recall.

Gas:

Natural gas metered service is supplied by Con Edison. One common meter is provided based on utility company rate schedules for common residential heating areas and hot water heating. Second meter is for RTU on the roof providing for heating in Non-Residential Units. Gas pipes to be Schedule 40 as per New York City Building Code. All Gas piping up to 3" in size shall be Schedule 40 ASTM, A53A black steel with screwed malleable iron fittings. All gas piping 4" in size or larger shall utilize welded fittings.

Domestic Water and Sewer Service:

Water and sewerage services are provided for by the City of New York. The Residential Units in the Building and the Common Elements, including the General Common Elements, shall be metered for water usage by one (1) or more meters. Such water and sewer charges shall be a Residential Common Expense.

Water consumption in the Non-Residential Units will be separately metered or submetered and the cost thereof shall be the sole expense of the Non-Residential Unit Owners.

Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity, gas, and water/sewer service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and baseboard heating for the cellar mechanical and utility areas, gas for the emergency generator, and incidental water use in the cellar mechanical and utility areas, are expected to be *de minimis* as they pertain to the General Common Elements, as compared to usage of such utilities by the Residential Common Elements and/or Residential Units measured by common meters. Provided these costs remain *de minimis* as they pertain to the General Common Elements, the Non-Residential Unit Owners shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense.

Upon completion of construction, a certificate of occupancy will be obtained for the Building which will provide for general use for the Residential Units and commercial use for the Non-Residential Unit.

The Building is being newly constructed in accordance with all applicable zoning and buildings laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements, including, but not limited to the requirements of the Landmarks Preservation Commission of the City of New York.

The one (1) elevator in the Building will service all of the Residential Units and is a Residential Common Element for the use of all of the Residential Unit Owners. Therefore, the cost of any repairs, maintenance and/or replacement of these elevators shall be the responsibility of all of the Residential Unit Owners as a Residential Common Expense.

Sponsor notes that Local Law 10 of 1981 requires an elevator inspection to be made by September 15th of each year by an insurance company, elevator maintenance company, elevator manufacturer or elevator inspection company, and that a report be filed with the DOB within ten (10) days after delivery of such report to the owner. Failure to comply will result in a civil monetary penalty levied against the owner. Sponsor shall not be responsible for having such inspection or report made unless Sponsor controls the Board of Managers at the time such inspection report is due. Subsequent to Sponsor relinquishing control of the Board of Managers, the Board of Managers on behalf of all of the Unit Owners shall be responsible for obtaining the requisite inspections for the passenger elevators and the cost of such inspections shall be a Residential Common Expense.

Recent amendments to the high-rise facade safety statute (formerly known as Local Law 10 of 1980) (presently known as Local Law 11/98) passed by the City Council and signed by the Mayor of New York City require professional engineers or registered architects to advise the DOB and the owner of a property of any unsafe condition in a building's exterior walls revealed during a Local Law 11 inspection. The amendments also subject all exterior walls to be inspected; previously, only walls fronting on a street were affected by the law.

The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within thirty (30) days with the option of a ninety (90) day extension upon application to the DOB. A building is considered either safe with no further action necessary, or fit, but in a condition that warrants a repair and/or maintenance program. In the latter case, the condition must be corrected during the five-year period between mandatory inspections.

Although not budgeted for the First Year of Condominium Operation, the cost of any future additional inspections, if any, required by Local Law 11 and any amendments thereto, shall be a Residential Common Expense of all of the Residential Unit Owners.

Sponsor shall obtain a "Class A" residential TCO or PCO which shall cover each Residential Unit prior to the closing of title to such Unit. The certificate of occupancy for the Non-Residential Units shall provide for non-residential uses on a portion of the cellar and first floor levels, as permitted in the Zoning Resolution of City of New York, as amended. See the section of the Plan titled, "The Non-Residential Units," for a discussion of the Non-Residential Unit Owners' right to change the use of the Non-Residential Units. In the event that a PCO for a Residential Unit has not yet been obtained by such Unit closing, Sponsor is subsequently obligated to obtain same. However, Sponsor shall not be obligated to perform any work in the Non-Residential Units other than as set forth in the Plan. Please consult the section titled "Rights and Obligations of Sponsor," set forth in Part I, for further discussion.

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a PCO covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and

local building codes and rules. Both TCOs and PCOs are issued by the DOB. A TCO is intended to indicate that the property conforms substantially to the DOB-approved plans and specifications and to the requirements of all applicable laws, rules, regulations for the uses and occupancies specified on the TCO, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. No change of use or occupancy shall be made unless a new TCO or PCO is issued. All TCOs 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 PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two (2) year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Furthermore, subject to Sponsor's consent, the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a PCO. Such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, and subject to the aforementioned delays, Sponsor and its principals are obligated to procure the PCO. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A Factsheet on Certificates of Occupancy is available on the DOB website at **http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf**. See the Section of the Offering Plan titled, "Closing of Title to Units," set forth in Part I, for further details.

LOCATION AND AREA INFORMATION

Location and Surrounding Area:

The property is located on the Upper East Side of the Borough of Manhattan, in the City of New York. The property is situated on Third Avenue between 99th and 100th Streets. As of the date of filing of this Offering Plan, Sponsor neither owns, nor has any plans to acquire or develop, any parcels located within a one (1) block radius of the Property. Furthermore, Sponsor has no knowledge of any planned development projects either immediately adjacent to, or across from the Property.

The neighborhood is part of Manhattan's Community Board 11 and is a neighborhood with a mix of residential and commercial buildings, boutiques and restaurants; all within walking distance to MTA subway and bus public transportation.

Transportation:

The New York City Transit Authority's (NYCTA's) 6 line stops nearby at either 96th Street or 103rd Street and Lexington Avenue and transfers to the 4 or 5 trains are available at 86th Street and Lexington Avenue.

In addition, several bus routes are close by. The M15 runs along 2nd Avenue and the M101, 102, 103 and run along Third Avenue and all have stops within close proximity to the property.

Educational Facilities:

The following New York City and private schools are located near the Property:

Schools:

PS 101 Andrew Draper
PS 50 Vito Marcantonio
River East Elementary
Tag Young Scholars
PS 146 Ann M. Short
PS 38 Roberto Clemente
Amber Charter School
The Spence School
The Trevor Day School
Ramaz School
Horace Mann Nursery School
The Dalton School
James Weldon Johnson
Academy of Environmental Science Secondary High School
Manhattan Center for Science and Mathematics

Park East High School
East Harlem Scholars Academy, Charter School II

In addition, the Property is within close proximity to Columbia University.

No representation is made that any Unit Owner's child will be able to attend any particular educational facility.

Religious Institutions:

There are houses of worship of most major denominations in the vicinity of the Property.

Parks, Recreation and Cultural Facilities:

Many museums are located in the neighborhood and Museum Mile stretches from 82nd Street to 104th Street. **The Jewish Museum** is at Fifth Avenue and 92nd Street, **The Cooper-Hewitt National Museum of Design** at Fifth Avenue and 91st Street, **El Museo Del Barrio** at 1220 Fifth Avenue and **The Museum of the City of New York** located at 1220 Fifth Avenue.

In additional, three large parks are in the area: **Central Park** with an entrance at 96th Street and Fifth Avenue, **Carl Schurz Park** at East End Ave and 90th Street, and **Randall's Island** at East and Harlem Rivers. Randall's Island has been the site of international music and performance events in recent years.

Medical Facilities:

In addition to several smaller medical and dental practices and specialists. These hospitals are located nearby:

Mount Sinai Hospital
1468 Madison Avenue
New York, NY 10029

Harlem Hospital Center
506 Malcolm X Blvd.
New York, NY 10037

Police, Fire, Water, Sanitation, Snow Removal and Road Maintenance:

These services are provided by the City of New York and all charges (except water) are incorporated into City taxes. The Property is located within the 23rd Police Precinct located at 162 E 102nd Street, New York, NY. The Fire Department serves the area from Engine 53 Ladder 43 located at 1836 Third Avenue, New York, NY.

The New York City Sanitation Department collects on Monday, Wednesday and Friday with recycling picked up on Wednesdays.

Zoning:

The building is located in a C1-5 (R8A Equivalent) Zoning District, which permits residential and commercial occupancies of the type contemplated by the Plan. Neither the Sponsor nor its principals have at this time any right or opportunity to acquire in whole or in part any adjacent areas.

Mailing Address and Postal Facilities:

The mailing address of the Building will be: "1790-1792 Third Avenue, New York, New York 10029." The post office servicing the Building is **Hell Gate Station** located at 153 East 110th Street, New York, NY 10029.

Shopping and Banking Facilities:

Grocery stores, health food stores, specialty food shops and delicatessens are located within proximity of the Property: **Amy's Grocery** at 1691 Third Avenue, **Fresh From the Farm** at 141 East 96th Street and **Le Pain Quotidien** at 1399 Madison Avenue. There are also larger supermarkets: **Key Food Supermarket** at 1769 2nd Avenue, **Gristedes Mega Store**, 202 East 96th Street, and **Wild Olive Market** at 10 East 125th Street.

The following bank is located within close proximity from the Property:

JP Morgan Chase at 1924 Third Avenue/106th Street.

There are numerous restaurants within walking distance of the Property.

New York Public Library branches are located near the Property at:

The Aguilar Library at:

- 112 East 96th Street Branch.
- 174 East 110th Street;
- 224 East 125th Street Branch; and

THE CEREZA
A CONDOMINIUM LOCATED AT 1790-1792 THIRD AVENUE
NEW YORK, NEW YORK 10029
SCHEDULE A

Offering Prices and Related Information
All Projected Charges are for the Twelve-Month Period
Commencing January 1, 2018 and Ending December 31, 2018 ("First Year")

Unit (1)	Unit Description: Number of Bedrooms & Bathrooms, Etc. (2)	Approximate Gross Square Footage of Unit (3)	Approximate Square Footage of Terrace	Offering Price (4)	Percentage Common Interest (5)	Percentage Contributing Share (6)	Estimated Annual/Monthly Common Charges (First Year) (7)		Estimated Annual/Monthly Real Estate Taxes (First Year) (8)		Estimated Annual/Monthly Real Estate Taxes Upon 100% Completion (9)		Estimated Total Annual/Monthly Carrying Charges (First Year) (10)		Estimated Annual/Monthly Deductible Carrying Charges (First Year) (11)	
201	1 BR/1/HO	624	21	$ 950,000.00	1.6567%	1.9571%	$ 12,612.57	$ 1,051.05	$ 3,664.63	$ 305.39	$ 7,206.49	$ 600.54	$ 16,277.20	$ 1,356.43	$ 3,664.63	$ 305.39
202	1 BD/1	609	23	$ 875,000.00	1.5828%	1.8699%	$ 12,050.61	$ 1,004.22	$ 3,501.35	$ 291.78	$ 6,885.40	$ 573.78	$ 15,551.96	$ 1,296.00	$ 3,501.35	$ 291.78
203	1 BD/1	635	N/A	$ 850,000.00	1.4456%	1.7078%	$ 11,005.95	$ 917.16	$ 3,197.82	$ 266.49	$ 6,288.51	$ 524.04	$ 14,203.77	$ 1,183.65	$ 3,197.82	$ 266.49
204	S/1	506	N/A	$ 675,000.00	1.2135%	1.4336%	$ 9,238.86	$ 769.91	$ 2,684.39	$ 223.70	$ 5,278.84	$ 439.90	$ 11,923.25	$ 993.60	$ 2,684.39	$ 223.70
205	S/1	443	N/A	$ 660,000.00	1.0447%	1.2341%	$ 7,953.18	$ 662.77	$ 2,310.83	$ 192.57	$ 4,544.24	$ 378.69	$ 10,264.01	$ 855.33	$ 2,310.83	$ 192.57
301	1 BD/1/HO	624	N/A	$ 825,000.00	1.5723%	1.8574%	$ 11,970.05	$ 997.50	$ 3,477.94	$ 289.83	$ 6,839.37	$ 569.95	$ 15,448.00	$ 1,287.33	$ 3,477.94	$ 289.83
302	1 BD/1	609	N/A	$ 750,000.00	1.4456%	1.7078%	$ 11,005.95	$ 917.16	$ 3,197.82	$ 266.49	$ 6,288.51	$ 524.04	$ 14,203.77	$ 1,183.65	$ 3,197.82	$ 266.49
303	1 BD/1	635	N/A	$ 865,000.00	1.4667%	1.7327%	$ 11,166.42	$ 930.53	$ 3,244.45	$ 270.37	$ 6,380.20	$ 531.68	$ 14,410.87	$ 1,200.91	$ 3,244.45	$ 270.37
304	S/1	506	N/A	$ 695,000.00	1.2346%	1.4585%	$ 9,399.33	$ 783.28	$ 2,731.01	$ 227.58	$ 5,370.53	$ 447.54	$ 12,130.34	$ 1,010.86	$ 2,731.01	$ 227.58
305	S/1	443	N/A	$ 685,000.00	1.0658%	1.2590%	$ 8,113.65	$ 676.14	$ 2,357.45	$ 196.45	$ 4,635.93	$ 386.33	$ 10,471.10	$ 872.59	$ 2,357.45	$ 196.45
401	1 BD/1/HO	624	N/A	$ 865,000.00	1.6039%	1.8948%	$ 12,211.08	$ 1,017.59	$ 3,547.98	$ 295.66	$ 6,977.09	$ 581.42	$ 15,759.05	$ 1,313.25	$ 3,547.98	$ 295.66
402	1 BD/1	609	N/A	$ 770,000.00	1.4773%	1.7452%	$ 11,246.98	$ 937.25	$ 3,267.85	$ 272.32	$ 6,426.23	$ 535.52	$ 14,514.83	$ 1,209.57	$ 3,267.85	$ 272.32
403	1 BD/1	635	N/A	$ 880,000.00	1.4984%	1.7701%	$ 11,407.44	$ 950.62	$ 3,314.48	$ 276.21	$ 6,517.92	$ 543.16	$ 14,721.92	$ 1,226.83	$ 3,314.48	$ 276.21
404	S/1	506	N/A	$ 715,000.00	1.2557%	1.4834%	$ 9,559.80	$ 796.65	$ 2,777.64	$ 231.47	$ 5,462.22	$ 455.18	$ 12,337.44	$ 1,028.12	$ 2,777.64	$ 231.47
405	S/1	443	N/A	$ 695,000.00	1.0869%	1.2840%	$ 8,274.76	$ 689.56	$ 2,404.26	$ 200.36	$ 4,727.98	$ 394.00	$ 10,679.03	$ 889.92	$ 2,404.26	$ 200.36
501	1 BD/1/HO	624	N/A	$ 895,000.00	1.6356%	1.9322%	$ 12,452.10	$ 1,037.68	$ 3,618.01	$ 301.50	$ 7,114.80	$ 592.90	$ 16,070.11	$ 1,339.18	$ 3,618.01	$ 301.50
502	1 BD/1	609	N/A	$ 790,000.00	1.5089%	1.7826%	$ 11,488.00	$ 957.33	$ 3,337.88	$ 278.16	$ 6,563.94	$ 547.00	$ 14,825.88	$ 1,235.49	$ 3,337.88	$ 278.16
503	1 BD/1	635	N/A	$ 895,000.00	1.5301%	1.8075%	$ 11,648.47	$ 970.71	$ 3,384.51	$ 282.04	$ 6,655.63	$ 554.64	$ 15,032.98	$ 1,252.75	$ 3,384.51	$ 282.04
504	S/1	506	N/A	$ 735,000.00	1.2768%	1.5084%	$ 9,720.91	$ 810.08	$ 2,824.45	$ 235.37	$ 5,554.28	$ 462.86	$ 12,545.36	$ 1,045.45	$ 2,824.45	$ 235.37
505	S/1	443	N/A	$ 705,000.00	1.1080%	1.3089%	$ 8,435.23	$ 702.94	$ 2,450.89	$ 204.24	$ 4,819.67	$ 401.64	$ 10,886.12	$ 907.18	$ 2,450.89	$ 204.24
601	1 BD/1/HO	624	N/A	$ 925,000.00	1.6672%	1.9696%	$ 12,693.13	$ 1,057.76	$ 3,688.04	$ 307.34	$ 7,252.52	$ 604.38	$ 16,381.16	$ 1,365.10	$ 3,688.04	$ 307.34
602	1 BD/1	609	N/A	$ 810,000.00	1.5406%	1.8200%	$ 11,729.03	$ 977.42	$ 3,407.91	$ 283.99	$ 6,701.66	$ 558.47	$ 15,136.94	$ 1,261.41	$ 3,407.91	$ 283.99
603	1 BD/1	635	N/A	$ 910,000.00	1.5617%	1.8449%	$ 11,889.49	$ 990.79	$ 3,454.54	$ 287.88	$ 6,793.35	$ 566.11	$ 15,344.03	$ 1,278.67	$ 3,454.54	$ 287.88
604	S/1	506	N/A	$ 755,000.00	1.2979%	1.5333%	$ 9,881.38	$ 823.45	$ 2,871.07	$ 239.26	$ 5,645.96	$ 470.50	$ 12,752.46	$ 1,062.70	$ 2,871.07	$ 239.26
605	S/1	443	N/A	$ 730,000.00	1.1291%	1.3338%	$ 8,595.70	$ 716.31	$ 2,497.51	$ 208.13	$ 4,911.36	$ 409.28	$ 11,093.21	$ 924.43	$ 2,497.51	$ 208.13
701	2 BD/1	651	N/A	$ 950,000.00	1.7622%	2.0818%	$ 13,416.20	$ 1,118.02	$ 3,898.13	$ 324.84	$ 7,665.67	$ 638.81	$ 17,314.33	$ 1,442.86	$ 3,898.13	$ 324.84
702	1 BD/1	609	N/A	$ 830,000.00	1.5723%	1.8574%	$ 11,970.05	$ 997.50	$ 3,477.94	$ 289.83	$ 6,839.37	$ 569.95	$ 15,448.00	$ 1,287.33	$ 3,477.94	$ 289.83
703	1 BD/1	728	N/A	$ 880,000.00	1.7622%	2.0818%	$ 13,416.20	$ 1,118.02	$ 3,898.13	$ 324.84	$ 7,665.67	$ 638.81	$ 17,314.33	$ 1,442.86	$ 3,898.13	$ 324.84
704	2 BD/1	920	N/A	$ 1,250,000.00	2.0999%	2.4807%	$ 15,986.92	$ 1,332.24	$ 4,645.06	$ 387.09	$ 9,134.51	$ 761.21	$ 20,631.98	$ 1,719.33	$ 4,645.06	$ 387.09
801	2 BD/1	651	N/A	$ 975,000.00	1.8044%	2.1316%	$ 13,737.14	$ 1,144.76	$ 3,991.38	$ 332.61	$ 7,849.04	$ 654.09	$ 17,728.52	$ 1,477.38	$ 3,991.38	$ 332.61
802	1 BD/1	609	N/A	$ 850,000.00	1.6039%	1.8948%	$ 12,211.08	$ 1,017.59	$ 3,547.98	$ 295.66	$ 6,977.09	$ 581.42	$ 15,759.05	$ 1,313.25	$ 3,547.98	$ 295.66
803	1 BD/1	728	N/A	$ 910,000.00	1.7939%	2.1192%	$ 13,657.23	$ 1,138.10	$ 3,968.16	$ 330.68	$ 7,803.38	$ 650.28	$ 17,625.39	$ 1,468.78	$ 3,968.16	$ 330.68
804	2 BD/1	920	N/A	$ 1,300,000.00	2.1421%	2.5305%	$ 16,307.86	$ 1,358.99	$ 4,738.31	$ 394.86	$ 9,317.88	$ 776.49	$ 21,046.17	$ 1,753.85	$ 4,738.31	$ 394.86
901	2 BD/1	651	N/A	$ 995,000.00	1.8466%	2.1815%	$ 14,058.72	$ 1,171.56	$ 4,084.82	$ 340.40	$ 8,032.78	$ 669.40	$ 18,143.54	$ 1,511.96	$ 4,084.82	$ 340.40
902	1 BD/1	609	N/A	$ 870,000.00	1.6356%	1.9322%	$ 12,452.10	$ 1,037.68	$ 3,618.01	$ 301.50	$ 7,114.80	$ 592.90	$ 16,070.11	$ 1,339.18	$ 3,618.01	$ 301.50
903	1 BD/1	728	N/A	$ 940,000.00	1.8255%	2.1566%	$ 13,898.25	$ 1,158.19	$ 4,038.19	$ 336.52	$ 7,941.10	$ 661.76	$ 17,936.44	$ 1,494.70	$ 4,038.19	$ 336.52
904	2 BD/1	920	N/A	$ 1,350,000.00	2.1843%	2.5804%	$ 16,629.44	$ 1,385.79	$ 4,831.75	$ 402.65	$ 9,501.63	$ 791.80	$ 21,461.19	$ 1,788.43	$ 4,831.75	$ 402.65
1001	1 BD/1	524	N/A	$ 750,000.00	1.4984%	1.7701%	$ 11,407.44	$ 950.62	$ 3,314.48	$ 276.21	$ 6,517.92	$ 543.16	$ 14,721.92	$ 1,226.83	$ 3,314.48	$ 276.21
1002	1 BD/1	609	N/A	$ 890,000.00	1.6672%	1.9696%	$ 12,693.13	$ 1,057.76	$ 3,688.04	$ 307.34	$ 7,252.52	$ 604.38	$ 16,381.16	$ 1,365.10	$ 3,688.04	$ 307.34
1003	1 BD/1	678	276	$ 1,100,000.00	1.8888%	2.2314%	$ 14,380.30	$ 1,198.36	$ 4,178.25	$ 348.19	$ 8,216.53	$ 684.71	$ 18,558.55	$ 1,546.55	$ 4,178.25	$ 348.19
1004	1 BD/1	598	136	$ 899,000.00	1.7200%	2.0319%	$ 13,094.62	$ 1,091.22	$ 3,804.69	$ 317.06	$ 7,481.92	$ 623.49	$ 16,899.31	$ 1,408.28	$ 3,804.69	$ 317.06
1101	1 BD/1	524	N/A	$ 770,000.00	1.5301%	1.8075%	$ 11,648.47	$ 970.71	$ 3,384.51	$ 282.04	$ 6,655.63	$ 554.64	$ 15,032.98	$ 1,252.75	$ 3,384.51	$ 282.04
1102	1BD/1	609	N/A	$ 910,000.00	1.6989%	2.0070%	$ 12,934.15	$ 1,077.85	$ 3,758.07	$ 313.17	$ 7,390.24	$ 615.85	$ 16,692.22	$ 1,391.02	$ 3,758.07	$ 313.17
1103	1 BD/1	678	N/A	$ 880,000.00	1.8255%	2.1566%	$ 13,898.25	$ 1,158.19	$ 4,038.19	$ 336.52	$ 7,941.10	$ 661.76	$ 17,936.44	$ 1,494.70	$ 4,038.19	$ 336.52
1104	1 BD/1	598	N/A	$ 810,000.00	1.6567%	1.9571%	$ 12,612.57	$ 1,051.05	$ 3,664.63	$ 305.39	$ 7,206.49	$ 600.54	$ 16,277.20	$ 1,356.43	$ 3,664.63	$ 305.39

THE CEREZA
A CONDOMINIUM LOCATED AT 1790-1792 THIRD AVENUE
NEW YORK, NEW YORK 10029
SCHEDULE A

Offering Prices and Related Information
All Projected Charges are for the Twelve-Month Period
Commencing January 1, 2018 and Ending December 31, 2018 ("First Year")

Unit (1)	Unit Description: Number of Bedrooms & Bathrooms, Etc. (2)	Approximate Gross Square Footage of Unit (3)	Approximate Square Footage of Terrace	Offering Price (4)	Percentage Common Interest (5)	Percentage Contributing Share (6)	Estimated Annual/Monthly Common Charges (First Year) (7)		Estimated Annual/Monthly Real Estate Taxes (First Year) (8)		Estimated Annual/Monthly Real Estate Taxes Upon 100% Completion (9)		Estimated Total Annual/Monthly Carrying Charges (First Year) (10)		Estimated Annual/Monthly Deductible Carrying Charges (First Year) (11)	
1201	1BD/1	524	N/A	$ 785,000.00	1.5617%	1.8449%	$ 11,889.49	$ 990.79	$ 3,454.54	$ 287.88	$ 6,793.35	$ 566.11	$ 15,344.03	$ 1,278.67	$ 3,454.54	$ 287.88
1202	1BD/1	609	N/A	$ 930,000.00	1.7305%	2.0444%	$ 13,175.18	$ 1,097.93	$ 3,828.10	$ 319.01	$ 7,527.95	$ 627.33	$ 17,003.27	$ 1,416.94	$ 3,828.10	$ 319.01
1203	1 BD/1	678	N/A	$ 895,000.00	1.8572%	2.1940%	$ 14,139.28	$ 1,178.27	$ 4,108.22	$ 342.35	$ 8,078.81	$ 673.23	$ 18,247.50	$ 1,520.62	$ 4,108.22	$ 342.35
1204	1 BD/1	598	N/A	$ 825,000.00	1.6883%	1.9945%	$ 12,853.60	$ 1,071.13	$ 3,734.66	$ 311.22	$ 7,344.21	$ 612.02	$ 16,588.26	$ 1,382.35	$ 3,734.66	$ 311.22
PH1	1 BD/1/HO	719	381	$ 1,395,000.00	2.3320%	2.7548%	$ 17,753.62	$ 1,479.47	$ 5,158.38	$ 429.87	$ 10,143.95	$ 845.33	$ 22,912.00	$ 1,909.33	$ 5,158.38	$ 429.87
PH2	2 BD/1.5	1093	394	$ 1,750,000.00	3.1656%	3.7397%	$ 24,100.83	$ 2,008.40	$ 7,002.59	$ 583.55	$ 13,770.58	$ 1,147.55	$ 31,103.42	$ 2,591.95	$ 7,002.59	$ 583.55
PH3	1 BD/1	609	N/A	$ 950,000.00	1.8887%	2.2313%	$ 14,379.92	$ 1,198.33	$ 4,178.14	$ 348.18	$ 8,216.31	$ 684.69	$ 18,558.05	$ 1,546.50	$ 4,178.14	$ 348.18
Residential Unit		32,457	1,231	$ 46,544,000.00	84.6489%	100.0000%	$ 644,452.13	$ 53,704.34	$ 187,248.04	$ 15,604.00	$ 368,223.07	$ 30,685.26	$ 831,700.17	$ 69,308.35	$ 187,248.04	$ 15,604.00
Retail Unit		3,352		$ 6,704,000.00	14.1482%	92.1641%	$ 34,118.00	$ 2,843.17	$ 18,040.20	$ 1,503.35	$ 35,444.47	$ 2,953.71	$ 52,158.20	$ 4,346.52	$ 18,040.20	$ 1,503.35
Community Facility		285		$ 570,000.00	1.2029%	7.8359%	$ 2,901.00	$ 241.75	$ 1,533.80	$ 127.82	$ 3,013.53	$ 251.13	$ 4,434.80	$ 369.57	$ 1,533.80	$ 127.82
Commercial Unit		3,637		$ 7,274,000.00	15.3511%	100.0000%	$ 37,019.00	$ 3,084.92	$ 19,574.00	$ 1,631.17	$ 38,458.00	$ 3,204.83	$ 56,593.00	$ 4,716.08	$ 19,574.00	$ 1,631.17
Grand Totals:		36,094	1,231	$ 53,818,000.00	100.0000%		$ 681,471.13	$ 56,789.26	$ 206,822.04	$ 17,235.17	$ 406,681.07	$ 33,890.09	$ 888,293.17	$ 74,024.43	$ 206,822.04	$ 17,235.17

BD - denotes Bedroom(s)
B - denotes Bath
S - denotes Studio
PH - denotes Penthouse
HO - denotes Home Office
T - denotes Private Terrace

NOTES TO SCHEDULE A

Offering Prices and Related Information

1. Set forth in column numbered (1), titled "Unit," is the Unit's designation in the Building and the Offering Plan.

2. Set forth in column numbered (2), titled "Unit Description: Number of Bedrooms & Bathrooms, etc." is a description of the Unit's layout, including the number of bedrooms and bathrooms. Also set forth is whether a Unit has a private terrace. The number of rooms in each bedroom type Unit is set forth below and is not calculated on the basis of any industry standard:

Bedroom Type	Rooms
Studio	2.5
One (1) Bedroom	3.5
Two (2) Bedroom	4.5

3. The fifty-two (52) Residential Units in the Building shall consist of ten (10) Studios; thirty-five (35) One (1) Bedroom Units and seven (7) Two (2) Bedroom Units. Additionally, there are also two (2) Non-Residential Units.

   Please see the Floor layouts of the Units set forth in Part II of the offering for more information regarding Unit Layouts.

   Further, please note that the approximate ceiling heights for the Units and/or Common Elements as set forth in the "Description of Property and Building Specifications" in Part II of the Offering Plan are approximate and may vary in certain areas due to field conditions at the Property.

4. The approximate gross square foot area of each Unit has been measured horizontally on each of one or more floors from the exterior side of the exterior walls, at the Building line or at the exterior face of aluminum frames and aluminum panel to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the corridor face of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes and shafts (whether along the perimeter or within the Unit), were not deducted from the square foot area of the Units. Outdoor floor area of a balcony or terrace appurtenant to a Unit was not included in the Unit's indoor floor area.

   Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above.

The approximate gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. As is customary in New York City, these approximate gross square footages exceed the useable floor area of each Unit. Further, it is noted that due to the thickness of the exterior walls the actual floor area of a Unit shall be significantly less than the gross square footage set forth in Schedule A. Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question. The column numbered (4), titled "Offering Price," is the offering price of the Unit to Purchasers.

5. Sponsor's right to make changes in offering prices is set forth in the section of the Plan titled "Changes in Prices or Units" set forth in Part I. Please note that although purchase prices are negotiable, Sponsor fully expects to receive those amounts set forth in the column titled "Offering Price."

In addition to the purchase price, a Purchaser will be responsible at closing of title for certain other expenses as explained in the section titled "Unit Closing Costs and Adjustments" set forth in Part I. Included in these costs is the Purchaser's contribution to the Working Capital Fund in the amount of two (2) months Common Charges for the Unit being purchased at the time of closing, payable to the Board of Managers of the Condominium. While general guidelines to certain expenses of Purchaser are approximated in such section, Sponsor is unable to approximate the total amounts which will be incurred by Purchasers because these will vary according to such factors as the cost and size of a particular Unit, whether mortgage financing is obtained and Purchaser's attorneys' fees. Purchasers are advised to consult with their attorney as to the exact closing costs they will incur in purchasing their Unit.

6. As set forth in column numbered (5), the percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"). The aggregate Common Interest of all Units equal one hundred percent (100%).

As set forth in column numbered (6), these amounts reflect (i) each Residential Unit's "percentage share" of the Shared Common Expenses, plus the Residential Common Expenses to be paid by the Residential Unit Owners only, allocated to each Residential Unit in the proportion that the Common Interest of each Residential Unit bears to the aggregate Common Interests of all Residential Units; and (ii) each Non-Residential Unit's "percentage share" of the Shared Common Expenses, plus the Non-Residential Common Expenses to be paid by the Non-Residential Unit Owners only, allocated to each Non-Residential Unit in the proportion that the Common Interest of each Non-

Residential Unit bears to the aggregate Common Interests of all Non-Residential Units. A Residential Unit Owner's or the Non-Residential Unit Owners' Contributing Share is used to determine his or her or its share of Common Charges to be paid by either all of the Residential Unit Owners or the Non-Residential Unit Owners. Each Unit's projected Common Charges for the First Year of Condominium operation are set forth in column numbered (7).

7. These estimates as set forth in column numbered (7) are based upon the "Projected Budget for the First Year of Condominium Operation," which was prepared for the year commencing January 1, 2018 and which will appear in Schedule B in the Plan, hereinafter referred to as the "First Year". Included in these charges, amongst other costs, are the cost of insurance for the Property, repairs & maintenance for the common areas and, with respect to Common Charges for the Residential Units, electricity for common areas. It does not include the cost of electricity for individual Units, which will be separately metered or submetered and billed by the utility company or the Board of Managers to each Unit Owner. Also not included is the cost of electricity consumption by the common condensers shall be monitored by a power proportional distribution ("PPD") system that will measure consumption by each individual Residential Unit, and the Board of Managers shall bill each individual Unit Owner for his Unit's respective consumption, for which such Unit Owner shall be solely responsible. Projected annual Common Charges payable by each Residential Unit Owner are determined by first multiplying such Residential Unit Owner's Contributing Share by 84.6489% of the total Shared Common Expenses of the Condominium and then by multiplying such Unit Owner's Contributing Share by one hundred percent (100%) of the Residential Common Expenses as set forth in the annual budget for each fiscal year. Projected annual Common Charges payable by the Non-Residential Unit Owners are determined by first multiplying the Non-Residential Unit Owners' Contributing Share by 15.3511% of the total Shared Common Expenses of the Condominium and then by multiplying the Unit Owner's Contributing Share by one hundred percent (100%) of the Non-Residential Common Expenses as set forth in the annual budget for each fiscal year. See "Schedule B, Projected Budget for First Year of Condominium Operation" located in Part I of the Plan for a further discussion of Shared Expenses and Residential and Non-Residential Common Expenses.

   In addition to the aforementioned charges, each Unit Owner will be responsible for paying: (i) mortgage payments under any loan or loans obtained to finance the acquisition of his Unit, if any; (ii) the cost of interior repairs to, and the maintenance, painting and decoration of, his Unit, including, without limitation, the equipment and appliances contained therein; and (iii) the cost of any insurance covering (A) furniture, belongings, equipment and other personal property and (B) liability to others for personal injury or property damage as a result of occurrences in his Unit.

8. The estimates set forth in column numbered (8) are a calculation of real estate taxes due for each Unit for the First Year of Condominium operation commencing January 1, 2018

and ending December 31, 2018 ("First Year"). Therefore the estimates are based upon six (6) months of the 2017/2018 tax year which shall commence on July 1, 2017 and six (6) months of the 2018/2019 tax year which shall commence July 1, 2018. Estimates of real estate taxes due for the Units are based upon (i) the assessed valuations and tax classification for the Property for the 2017/2018 and 2018/2019 tax years, (ii) the projected actual interim valuation for all of the Units reflecting only partial renovations to the Building as of January 5, 2017; (iii) the projected actual assessed valuation of all of the Units upon one hundred percent (100%) completion of the construction which is assumed to be prior to January 5, 2018 for assessment purposes; (iv) the projected apportionments of the assessed valuations to the Units, and (v) projected tax rates for the 2017/2018 and 2018/2019 tax years. The estimated taxable assessed valuations as apportioned to all of the Units and the projected tax rates have been projected by Metropolitan Realty Exemptions, Inc. ("Metro"), 118 Middleton Street, Brooklyn, NY 11206. A copy of Metro's letter is set forth in Part II of the Plan.

The 2017/2018 assessed valuations for the entire Property are as follows:

Actual Total Assessed Valuation:	$ 54,000.00
Transitional Total (Taxable) Assessed Valuation:	$ 127,890.00

The Actual Total Assessed Valuation of the Property is the amount which, barring a major improvement or alteration to the Property, will be phased in over five (5) years at twenty percent (20%) per year. Real Estate Taxes for the Property will be based upon the lower of either the actual or transitional assessment which is in effect for the First Year of Operation. Since the Property is vacant and being newly constructed into "Class A" apartments and non-residential space, which construction has commenced, it can be expected that the current Actual Total Assessed Valuation will increase for the 2018/2019 tax years, and subsequent tax years due to such renovation and construction. See below for an additional discussion of the total changes in assessed valuation and real estate taxes for the Property due to the renovation and construction to be completed by Sponsor.

As stated above, Sponsor's projection of real estate taxes for all of the Units for the First Year of Condominium operation is based, in part, upon a projection by Metro, who appraised the Actual Total Assessed Valuation of the entire Property upon the completion of partial construction and then one hundred percent (100%) completion of construction.

The assessed valuation on the taxable status date of January 5, 2017 for the entire Property, as stated above, was $54,000.00 and because of the partial completion of the construction at that time the entire Property was taxed at the same tax rate of 12.892% and the taxes for the 2017/2018 tax year were $6,962.00.

Upon 100% completion of construction, assumed to be prior to January 5, 2018 for projection purposes, the projected post-construction projected taxable assessment as apportioned to all of the Residential Units is projected as $2,856,216.00 for the

2018/2019 tax year. Metro has also projected the tax rate to be 12.892% for the 2018/2019 tax year.

Real Estate Taxes payable during tax year 2018/2019 by all of the Residential Units are projected as follows:

Projected Taxable Assessed Valuation (Residential Units only):	$ 2,856,216.00
Estimated Taxes Payable @ 12.892% Tax Rate:	$ 368,223.00

Upon 100% completion of construction, assumed to be prior to January 5, 2018 for projection purposes, the projected post-construction taxable assessment as apportioned to both of the Non-Residential Units is projected by Metro to be $363,700.00 for the 2018/2019 tax year. Metro has also projected the tax rate of 10.574% for the 2018/2019 tax year.

Real Estate Taxes payable during tax year 2018/2019 by both of the Non-Residential Units are projected as follows:

Projected Taxable Assessed Valuation (Non-Residential Units only):	$363,700.00
Estimated Taxes Payable @ 10.574% Tax Rate:	$ 38,458.00

Metro has based the estimated taxes for the First Year of Condominium operation based on six (6) months of the projected 2017/2018 tax year and six (6) months of the 2018/2019 tax year.

The Property is classified as Tax Class 2 for the Residential Units (more than ten (10) units to be held in condominium ownership) and Tax Class 4 for the Non-Residential Units. Increases in valuation regarding this classification are limited to no more than forty-five percent (45%) per annum to increases in valuation due to additions or improvements to existing property. RPTL Section 1805(5). Pursuant to RPTL Section 1805(6) such "physical" increases are limited to forty-five percent (45%) of the market value of such improvements in properties with more than eleven (11) residential units.

See the "Estimate of Post-Construction Assessment" set forth in Part II of the Plan for further details in this regard.

Based upon the above assumptions and the projected assessments and tax rates, the aggregate real estate taxes for all Residential Units for the First Year of Condominium operation are projected to be approximately $187,248.00.

Based upon the above assumptions and the projected assessments and tax rates, the aggregate real estate taxes for all Non-Residential Units for the First Year of Operation are projected to be approximately $19,574.00.

Another assumption of the projected real estate taxes is that each Unit will be assessed in direct proportion to each Unit's percentage of Common Interest as it bears to either the aggregate percentage of Common Interest of all Units. No warranties are made that the assessments of the individual Units will be arrived at in a manner stated above. The Department of Finance of the City of New York may arrive at individual Unit assessments (or the apportionment of the entire value of the Property) which are different from those projected by Metro and may use a methodology which varies from that set forth herein. For example, the City of New York may apportion the total tax due for the Property among the individual Unit Owners in proportion to the relative value of each Unit as indicated by the Offering Prices set forth in the initial Offering Plan or any amendment to the Offering Plan. In such event, Sponsor makes no representation as to what Purchase Prices the City would use.

There can be no assurance that there will not be a further increase in the assessed valuation of the Units comprising the Property and/or an increase in the tax rate above those projected for tax years 2017/2018, 2018/2019 or subsequent years.

If on the date of the First Unit Closing each of the Units shall not have been separately assessed as an independent tax lot, then until such time as said independent tax assessment shall be made and in effect each Residential Unit Owner and Non-Residential Unit Owner, including Sponsor, shall be nonetheless responsible for the cost of their proportionate amount of the aggregate real estate tax for the Property as determined by their percentage of Common Interest, multiplied by the aggregate real estate taxes assessed against the entire Property as apportioned to all the Residential Units or the Non-Residential Units, as the case may be.

In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing Sponsor shall place in escrow at such time an amount equal to the unpaid real estate taxes for the shorter period of (i) six (6) months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay the real estate taxes from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid. Such reimbursement shall be per such Unit Owner's percentage of Common Interest.

After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for

the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units.

It is the opinion of Sponsor's counsel that a Residential Unit Owner who itemizes his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Internal Revenue Code of 1986, as amended. See the Section of the Offering Plan set forth in Part I, titled "Counsel's Income Tax Opinion Letter," for further details.

9. Upon one hundred percent (100%) completion of the construction which is assumed to be prior to January 5, 2018 for assessment projection purposes; and the implementation of the post rehabilitation/construction Actual total assessment of the Property as projected by Metro, the estimated annual/monthly real estate taxes for the period July 1, 2018 to June 30, 2019 for each of the Units is set forth in column numbered (9).

FURTHER, PLEASE NOTE THAT BASED UPON THE PROJECTED AGGREGATE 2018/2019 POST-CONSTRUCTION ASSESSMENT FOR ALL THE RESIDENTIAL UNITS OF $2,856,216.00 AND A PROJECTED TAX RATE OF 12.892% FOR THE RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2018/2019 TAX YEAR WOULD BE APPROXIMATELY $368,223.00 FOR ALL OF THE RESIDENTIAL UNITS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS TO THE RESIDENTIAL UNITS, ARE SUBSTANTIAL INCREASES IN THE REAL ESTATE TAX ESTIMATES SET FORTH IN COLUMN NUMBERED (9) FOR THE RESIDENTIAL UNITS.

FURTHER, PLEASE NOTE THAT BASED UPON THE PROJECTED AGGREGATE 2018/2019 POST-CONSTRUCTION ASSESSMENT FOR THE NON-RESIDENTIAL UNITS OF $363,700.00 AND A PROJECTED TAX RATE OF 10.574% FOR THE NON-RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2018/2019 TAX YEAR WOULD BE APPROXIMATELY $38,458.00. FOR BOTH OF THE NON-RESIDENTIAL UNIS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS TO THE NON-RESIDENTIAL UNITS, ARE SUBSTANTIAL INCREASES IN THE REAL ESTATE TAX ESTIMATES SET FORTH IN COLUMN NUMBERED (9) FOR THE NON-RESIDENTIAL UNITS.

10. The figures in this column numbered (10) equal the sum of the Estimated Annual/Monthly Common Charges (First Year) and the Estimated Annual/Monthly Real Estate Taxes (First Year).

11. The column titled "Estimated Annual/Monthly Carrying Charges (First Year)" represents the sum of Estimated Annual/Monthly Common Charges (First Year) and Estimated Annual/Monthly Real Estate Taxes (First Year).

12. The column "Estimated Annual/Monthly Deductible Carrying Charges (First Year)" equals the Estimated Annual/Monthly Real Estate Taxes (First Year). These deductions will vary in the future years depending upon variations in real estate tax assessments, real estate tax rates or changes in the method of assessing real property. Please consult Counsel's Income Tax Opinion, set forth hereinafter, for conditions of deductibility. The estimated deductions set forth are in addition to any deductions available to a Unit Owner for payment of mortgage interest. Interest 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 of interest and principal.

SCHEDULE A-1

OFFERING PRICES AND RELATED INFORMATION FOR STORAGE COMPARMENT LICENSES
ALL PROJECTED CHARGES ARE FORTHE TWELVE MONTH PERIOD COMMENCING
JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018 ("FIRST YEAR")

Storage Compartment #	Storage Compartment Square Footage	Offering Price	License Fee Per Month	License Fee Per Year
1	12	$ 21,600.00	$ 12.00	$ 144.00
2	12	$ 21,600.00	$ 12.00	$ 144.00
3	12	$ 21,600.00	$ 12.00	$ 144.00
4	12	$ 21,600.00	$ 12.00	$ 144.00
5	12	$ 21,600.00	$ 12.00	$ 144.00
6	12	$ 21,600.00	$ 12.00	$ 144.00
7	19	$ 34,200.00	$ 19.00	$ 228.00
8	19	$ 34,200.00	$ 19.00	$ 228.00
9	9	$ 16,200.00	$ 9.00	$ 108.00
10	9	$ 16,200.00	$ 9.00	$ 108.00
11	9	$ 16,200.00	$ 9.00	$ 108.00
12	9	$ 16,200.00	$ 9.00	$ 108.00
13	9	$ 16,200.00	$ 9.00	$ 108.00
14	9	$ 16,200.00	$ 9.00	$ 108.00
15	9	$ 16,200.00	$ 9.00	$ 108.00
16	9	$ 16,200.00	$ 9.00	$ 108.00
17	12	$ 21,600.00	$ 12.00	$ 144.00
18	12	$ 21,600.00	$ 12.00	$ 144.00
19	12	$ 21,600.00	$ 12.00	$ 144.00
20	12	$ 21,600.00	$ 12.00	$ 144.00
21	12	$ 21,600.00	$ 12.00	$ 144.00
22	12	$ 21,600.00	$ 12.00	$ 144.00
23	12	$ 21,600.00	$ 12.00	$ 144.00
24	12	$ 21,600.00	$ 12.00	$ 144.00
25	12	$ 21,600.00	$ 12.00	$ 144.00
26	12	$ 21,600.00	$ 12.00	$ 144.00
27	12	$ 21,600.00	$ 12.00	$ 144.00
28	12	$ 21,600.00	$ 12.00	$ 144.00
29	12	$ 21,600.00	$ 12.00	$ 144.00
30	12	$ 21,600.00	$ 12.00	$ 144.00
31	32	$ 57,600.00	$ 32.00	$ 384.00
32	32	$ 57,600.00	$ 32.00	$ 384.00
		$ 745,200.00	$ 414.00	$ 4,896.00

1790 Plan

NOTES TO SCHEDULE A-1

1. Sponsor is offering for sale licenses for thirty-two (32) Storage Compartments located in the cellar of the Building. Purchaser should review the Cellar Floor Plan set forth in Part II of the Offering Plan to determine the location on the cellar level of the Building of each Storage Compartment. The thirty-two (32) individual storage compartments located in the cellar will be licensed to individual, residential purchasers on a first come, first served basis as purchasers enter into purchaser agreements.

2. The Offering Price is the price payable for the right to enter into a Storage Compartments License Agreement and is referred to from time to time in this Plan as the "Storage Compartment License Payment." The form of Storage Compartment License Agreement which each Unit Owner who acquires a Storage Compartments License will be required to execute at Closing is set forth as Exhibit A to the Form Purchase Agreement located in Part II of the Plan. As with the Offering Prices for Units, the Offering Price for the right to enter into a Storage Compartment License Agreement may be changed on an individual basis. The Storage Compartment License Payment is deemed additional consideration for the Residential Unit being purchased and will thus be aggregated with the Purchase Price for the Residential Unit for the purpose of computing any applicable transfer taxes. A reservation and a ten percent (10%) deposit for the right to enter into a Storage Compartment License Agreement must be made at the time a Purchaser executes a Purchase Agreement for a Residential Unit.

3. At the inception of a Storage Compartment License, each Unit Owner who enters into a Storage Compartment License Agreement will be required to pay a monthly Storage Compartment License Fee to the Board of Managers. The License Fee will be $9.00 to $32.00 per month depending upon the size of the compartment for the First Year of Condominium operation and may be raised annually thereafter by the Board of Managers in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Compartments.

4. The approximate gross square foot area of each Storage Compartments has been measured horizontally on the cellar floor from the exterior side of the exterior walls, at the Building line or at the exterior face of aluminum frames and aluminum panel to the midpoint of the interior walls and partitions separating one Storage Compartment from another Storage Compartment, or the corridor face of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes and shafts (whether along the perimeter or within the Storage Compartment), were not deducted from the square foot area of the Storage Compartments.

Measured vertically, each Storage Compartment will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above.

1790 Plan

SCHEDULE B

The 1790-1792 Third Avenue Condominium
1790-1792 Third Avenue
New York, New York 10029

Projected Budget for First Year of Condominium Operation (See Note 1)
January 1, 2018 to December 31, 2018

ESTIMATED RECEIPTS		**Total Receipts**
Common Charges - Residential (Note 2)		$ 639,556
Common Charges - Retail Unit (Note 2)		$ 34,118
Common Charges - Community Facility Unit (Note 2)		$ 2,901
Storage License Fees (Note 3)		$ 4,896
Total Receipts		**$ 681,471**

ESTIMATED EXPENSES	**Residential**	**Retail Unit**	**Community Facility Unit**	**Total Expenses**
Payroll (Note 4)	$ 250,430	$ 1,366	$ 116	$ 251,911
Gas (Note 5)	$ 63,598	$ -	$ -	$ 63,598
Electricity (Note 6)	$ 34,490	$ -	$ -	$ 34,490
Water & Sewer (Note 7)	$ 29,475	$ -	$ -	$ 29,475
Repairs & Maintenance (Note 8)	$ 38,465	$ 1,415	$ 120	$ 40,000
Service Contracts (Note 9)	$ 67,588	$ 4,527	$ 385	$ 72,500
Insurance (Note 10)	$ 33,436	$ 5,589	$ 475	$ 39,500
Management Fee (Note 11)	$ 29,627	$ 4,952	$ 421	$ 35,000
Legal & Audit (Note 12)	$ 12,697	$ 2,122	$ 180	$ 15,000
Telephone & Misc (Note 13)	$ 16,930	$ 2,830	$ 241	$ 20,000
Contingency Fund (Note 14)	$ 15,274	$ 2,553	$ 217	$ 18,044
Reserve Fund (Note 15)	$ 52,442	$ 8,765	$ 745	$ 61,952
Total Expenses	**$ 644,452**	**$ 34,118**	**$ 2,901**	**$ 681,471**

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

FOOTNOTES TO SCHEDULE B

(1) First Year of Condominium Operation

The receipts and expenses for the projected First Year of Condominium Operation. The Common Charges projected herein are based upon estimated expenses for the twelve (12) month period commencing January 1, 2018. The actual First Year of Condominium Operation may begin earlier or later that year.

If the actual or anticipated date of commencement of the First Year of Condominium Operation is to be delayed by more than six (6) months from the budget year projected in the Offering Plan, the Plan will be amended to include a revised budget disclosing the current projections. If such amended projections exceed the original projections by twenty-five (25%) percent or more, the Sponsor will offer all Purchasers, (other than Purchasers who are then in default beyond any applicable grace periods and Sponsor has elected to cancel the Purchase Agreement, if the plan has not been declared effective) the right, to rescind their agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their deposit and any accrued interest returned.

Sponsor shall not declare the Plan effective where there are any material changes to the Budget if the changes are not disclosed by a duly filed amendment to the Plan.

(2) Common Charges

These amounts represent the total Common Charges to be levied against and collected from the Residential Unit Owners and the Retail and Community Facility Unit Owners during the anticipated First Year of Condominium Operation. The Common Charges will be utilized by the Condominium Board to defray the operational expenses of the Condominium. Except as otherwise set forth herein, the General Common Charges have been allocated between the Residential Unit Owners and the Retail and Community Facility Unit Owners based on anticipated usage and benefits derived by such Unit Owners, respectively, and between and among the Unit Owners on the basis of percentage of Common Interest allocated to each Unit. Where the allocation of Common Expenses is not based on percentage of Common Interest, or Common Expenses have been allocated only to certain categories of Units, such circumstances are set forth in the following notes. The Retail and Community Facility Unit Owners will only be obligated to pay their respective allocable share of those expenses that are incurred by the Condominium Board in furnishing services, operating and maintaining those Common Elements which are utilized by and serve such Non-Residential Unit Owners, in accordance with the provisions of RPL § 339-m and Article 6.1 of the By-Laws. Those General Common Charges that have been allocated on the basis of Common Interest have been allocated on such a basis as follows: Those expenses to be borne by the Residential Unit Owners have been allocated on the basis of the combined percentage of Common Interest of such Residential Units, for a total of 84.6489%. General Common Charges to be borne by the Owner of the Retail Unit has been allocated on the basis of such Retail Unit's Common Interest for a total of 14.1482%. General

Common Charges to be borne by the Owner of the Community Facility Unit has been allocated on the basis of such Non-Residential Unit's Common Interest for a total of 1.2029%. Together the Retail and Community Facility Units will be referred to as the "Non-Residential Units."

(3) License Fees for Storage Compartments: $4,896

There are a total of 32 Storage Compartments. The Storage Compartments are located on the Cellar Level. The Condominium will charge a license fee for the use of the individual Storage Compartments. Each Storage Compartment Licensee will be charged a monthly License Fee. The Monthly License Fee projected herein is based upon estimated expenses for the twelve (12) month period commencing January 1, 2018. The Residential Common Charges will be offset by the income derived by the Storage Compartment fees in the amount of $4,896. In the event the First Unit Closing takes place before the TCO for the Storage Compartments is obtained, the closing would take place without income from any Storage Compartment License fees.

The Storage Compartment license fees will be subject to increases based on the percentage increase in subsequent budgets approved by the Board of Managers.

(4) Payroll and Benefits: $251,911

The staff shall consist of the following:

1	Superintendent (40 hrs/wk – 8 hrs/day shift)		$1,057.69 x 52	$ 55,000 *
1	Porter (28 hrs/wk – 4 hrs/day shift)		$ 384.62 x 52	$ 20,000 *
2.8	Lobby Attendants (112 hrs/wk- 16 hrs/day shift)		$1,110.53 x 52	$ 161,692 **

* The following expenses are mandated by law for each employee and based off the total wages for the Superintendent and Porter adjusted to 54 weeks (**$77,884.62**) for a two week holiday per employee:

FICA (7.65%)	$5,958.17
Workers Comp (5%)	3,894.23
Federal Unemployment	1,120.00
NYS Unemployment (3.0%)	642.00
NYS Disability	120.00
Payroll Charge	600.00
Total Taxes/Benefits for Superintendent and Porter	**$12,334.40**

** The Lobby Attendant will be staffed by a third party staffing agency and the wages noted include payroll expenses and taxes.

The projected expenses for wages, salaries and benefits as well as the assumptions described herein are based on hiring non-union employees and are believed to be reasonable and reflect the experience of Sponsor's budget expert in managing comparable buildings. Such level of staffing complies with all applicable housing and labor laws. In the event full-staffing is not achieved during the First Year of Residential Section Operation, sponsor will amend the plan to reflect the cost of the reduced level of staffing. The level of staffing shall at all times comply with applicable housing and labor laws. The Sponsor's Budget Expert has over 50 years' experience in the management industry and manages over 350 cooperative, condominium and rental buildings in New York City.

The Non-Residential Unit Owners will utilize the services of only the Superintendent and will pay their share of the Superintendent's labor expense, estimated to be one hour a day at the hourly rate of $26.44, based on their Common Interest. The Residential Units will utilize all labor expenses and same will be allocated based on Common Interest.

(5) **Gas (Cooking/Heat/Hot Water): $34,490**

Based on an estimate made as of March 10, 2017 by A&D Engineering, PLLC, located at 2606 East 15th Street, Suite 304, Brooklyn, New York 11235, it is anticipated that gas for cooking, heat and hot water will be provided to the Residential Units by natural gas and will cost $34,490. This estimate is based on a projected usage of 18,300 Therms of gas per year at an anticipated cost of $1.885 per Therm. A 10% inflation factor has been added. The Non-Residential Units will be separately metered. In New York State gross receipts taxes are included in such utilities.

(6) **Electricity: $63,598**

This estimate is based on an estimate made as of March 10, 2017 by A&D Engineering, PLLC, located at 2606 East 15th Street, Suite 304, Brooklyn, New York 11235, that light and power for the Common Elements as well as the mechanical equipment will be approximately 278,450 KW/HR/YR at an annual cost of $.2284/kWh. A 10% inflation factor has been added. The Non-Residential Units will be separately metered.

Electricity (including current necessary to operate HVAC Systems) shall be supplied to all Units through a separate sub-meter for each such Unit, and the cost of electricity consumed or used in each such Unit or any Residential Limited Common Elements appurtenant thereto shall be payable to the Condominium based on the sub-metered readings. The sub-meters will be read on a monthly basis by a third party metering company. All electric charges attributed to a Unit will be billed to each Unit on a monthly basis on their monthly Common Charge Statement.

(7) **Water Charges and Sewer Rent: $29,475**

This amount is based on an estimate made as of March 10, 2017 by A&D Engineering, PLLC, located at 2606 East 15th Street, Suite 304, Brooklyn, New York 11235, that water charges for the Residential Units and all Common Elements, will be approximately 2,986 cf/year at a cost of

$9.87/HCF. A 10% inflation factor has been added. The Non-Residential Units will be separately metered.

The budgeted amount constitutes a projection of the water charges and sewer rents that will be payable with respect to the Building.

(8) **Repairs and Maintenance: $40,000**

This estimate includes painting, maintenance and repair costs of General Common Elements, and the Residential Common Elements only. Unit Owners will be responsible for the cost of repairs and painting in the interiors of their Units. No provision has been made to cover the cost of any capital expenditure. This estimate also includes the estimated annual cost of services and supplies (excluding service contracts) provided to and for the benefit of the Units.

Supplies and Hardware	$ 8,000
Plumbing	$ 6,000
Electrical	$ 6,000
Windows, Locks and Doors	$ 3,000
Intercom	$ 2,000
Plastering and Painting	$ 5,000
Elevators	$ 6,000
General Repairs	$ 10,000
Total	**$ 40,000**

This estimate is based on experience of Sponsor's budget expert in operating comparable buildings. The Non-Residential Units will share in the expense of all Repairs and Maintenance based on their Non-Residential Interest percentages.

(9) **Service Contracts: $97,500**

This estimate includes the cost of various services used in or for the Common Elements, including but not limited to elevator service, landscaping, extermination, fire alarm and window washing. The service contract for HVAC is the responsibility of the Unit Owners.

Exterminating	$ 4,000
Landscaping	$ 5,000
Flowers	$ 3,500
Central Station Monitoring	$ 5,000
Uniforms	$ 3,000
Fire Extinguishers	$ 2,000
Fire Alarm	$ 5,000
Sprinkler	$ 5,000
HVAC Service	$ 5,000
Water Treatment	$ 5,000

Window Washing	$ 5,000
Metal, Wood, Marble Maintenance	$ 5,000
Virtual Doorman	$ 20,000
Total	**$ 97,500**

No maintenance or service contracts have been entered into as of the filing date of the Plan. The budgeted amounts are based on estimates received from contractors and the experience of Sponsor's budget expert in operating comparable buildings. While this Schedule B includes a reasonable allowance for possible increases in cost, which may occur prior to and during the First Year of Condominium Operation, no warranty or guarantee is made that the actual cost for these services or other services will be in accordance with this projection. The Non-Residential Units will share in the expense of all Service Contracts with the exception of the elevator, flowers, window washing, metal/wood/marble maintenance, uniform laundry, and virtual doorman. The Non-Residential Units' allocation of Service Contract Expenses is based on their Common Interest percentage.

(10) Insurance: $39,500

The insurance premiums are based on the letter from Rampart Insurance Services located at 655 East 14th Street, Suite 6B, NY, NY 10009. The fire, casualty and general liability are on the terms set therein:

	COVERAGES	LIMITS OF LIABILITY
A.	Property (Building Limit)	$ 15,000,000
	Business Personal Property Limit	$ 250,000
	Equipment Breakdown	Included
	Deductibles	
	Building, Personal Property	$ 5,000
B.	General Liability	
	(General Aggregate)	$ 2,000,000
	Each Occurrence	$ 1,000,000
	Fire Damage Liability	$ 1,000,000
	Personal and Advertising Injury	$ 1,000,000
	Medical Expenses	$ 5,000
	Hired/Non Owner Auto Liability	$ 1,000,000
	Employee Benefits Liability	$ 1,000,000
	Deductibles	
	Employee Benefits Liability	$ 1,000

C.	Directors & Officers Liability	$ 1,000,000
	Retention	$ 2,500
D.	Umbrella Liability	
	Per Occurrence	$ 25,000,000
	Aggregate	$ 25,000,000
E.	Crime	
	Employee Theft – Single Loss	$ 1,000,000
	Forgery or Alteration – Single Loss	$ 1,000,000
	Money on Premises – Single Loss	$ 1,000,000

The total premium for these various coverages is estimated at $39,500.

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

This coverage does not include claims for personal injury or property damage resulting from occurrences in individual Units or any Common Elements exclusive to such Units, nor does it include coverage of any Unit (as such term is more particularly described in the Plan and the Declaration. Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

This quotation is an indication of insurance premiums at current rates. This proposal is based upon the current full replacement cost valuation and is adequate to avoid the condominium being a co-insurer. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the First Year of Condominium Operation. Purchasers should be aware of the possibility of rate increases. The insurance is adequate for the replacement of the building in the event of a total loss. The carrier will be selected at the time the coverage is bound. This will occur prior to the First Closing.

Sponsor will procure, on behalf of the Board, on or before the date of the First Closing, the general liability insurance that is required to be carried by the Condominium. Additional coverage may be available for additional items, if applicable and if available at that time and such coverages will be an additional cost.

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

(11) Management Fee: $35,000

Based on the management agreement to be entered into with Douglas Elliman Property Management at or before the First Closing, it is expected that the Managing Agent will receive an annual fee of $35,000 for the first year. Reference should be made to the Section of the Plan entitled "Management Agreement" in Part I for further discussion of the terms of the Management Agreement.

(12) Legal and Audit Fees: $15,000

Based upon the estimate set forth in a letter dated January 6, 2017 from Kleiman & Weinshank, LLP, located at 2 Penn Plaza, New York, New York, 10121, Sponsor has budgeted $11,000 for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the First Year of Condominium Operation and Federal, state and city income tax returns. The balance of the budgeted amount ($4,000) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Condominium Board meetings, preparation of Condominium Board minutes and negotiation of minor agreements. This amount has been allocated between the Residential and Non-Residential Units on the basis of Common Interest.

(13) Other Expenses $20,000

Other Expenses covers telephone, office supplies, office equipment, postage, special communications and mailings to the Unit Owners, annual meetings, and general expenses.

Office Supplies/Mobile Communications	$ 2,500
Permits	$ 2,000
Printing and Postage	$ 2,000
Sprinkler Fees	$ 1,000
General	$12,500

(14) Contingency $18,044

This fund may be used at the discretion of the Condominium Board toward unforeseen expenses or other appropriate Condominium expenses. The purpose of the contingency is to provide for unanticipated expenses or unanticipated increases in projected expenses. This amount has been allocated between the Residential and the Non-Residential Units on the basis of Common Interests.

(15) Reserve Fund $61,952

The funds collected under this line item are for deposit into an account established by the Condominium Board to hold the Reserve Fund which is to be funded out of the Common Charges payable by Residential Unit Owners and Retail and Community Facility Unit Owners and used for capital repairs and replacements of the Common Elements, in accordance with the

By-Laws. This amount has been allocated between the Residential and Non-Residential Units on the basis of Common Interest.

****

The foregoing projected budget may be modified from time to time prior to commencement of and during the First Year of Condominium Operation, to add or delete or increase or decrease one or more items of operating expenses. If additional funds are required to pay expenses, it may be necessary to increase Common Charges or specially assess Unit Owners.

****

IN THE OPINION OF DOUGLAS ELLIMAN PROPERTY MANAGEMENT, THE PROJECTED INCOME IS ADEQUATE TO MEET THE PROJECTED COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE 12-MONTH PERIOD COMMENCING JANUARY 1, 2018. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR OTHER INCOME AND EXPENSES FOR SUCH FISCAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY WILL BE AS SET FORTH IN SAID SCHEDULE, SINCE THE ANNUAL COMMON CHARGES AND OTHER ITEMS OF INCOME AND EXPENSE MAY VARY FROM AMOUNTS SHOWN IN THE SCHEDULE.

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

A&D ENGINEERING, PLLC
CONSULTING ENGINEERS
HVAC – PLUMBING - FIRE PROTECTION
ELECTRICAL - FIRE ALARM

Tel: (718) 872-6122 / (718) 872-6144
E-mail: ad@adnyeng.com
Branch: 2613 East 65th Street, Brooklyn, NY 11234
Main Office: 2606 East 15th Street, Suite #304, Brooklyn, NY 11235

April 19, 2017

Projection of Utility Cost for Building and Individual Units
1790 3rd Avenue, Manhattan, NY 10029

GENERAL

The charges indicated below are based on the following assumption:

1. Heating is based on 4,619 degree-days officially provided datum obtained from New York State Energy Research and Development Authority (NYSERDA). The System shall maintain 70 degree Fahrenheit in the residential units when outdoor air temperature is 0 degree Fahrenheit.
2. Air conditioning system shall maintain 75 degree Fahrenheit (ECCC NYS) when outdoor air temperature is 89.9 degree Fahrenheit (ASHRAE 2013). Windows to have curtains, Venetian blinds or other shading materials.
3. Energy rate structure for electricity use is based on NYSERDA Rate for Residential. Gas rate, as per NYSERDA Rate for Residential.
4. Each residential unit is calculated to have an electrical PTAC units, electrical range, electric washer and dryer, and all other appliances included in the sale. The hot water is produced by central storage type gas fired hot water heaters for entire building except cellar bathroom which equipped with instantaneous electrical HWH.
5. The estimated first year cost for Water and Sewer as of September 1, 2017 projected first year of condominium operation, using current rate as of September 2016, is an estimated rate of $3.81 per hundred cubic feet of water and the average as listed below:
   Studio apartment (1 person) – 60gal/day,
   1 bedroom apartment (2 people) – 120gal/day,
   2 bedroom apartment (3 people) – 180gal/day.
   Charges for waste and storm sewer services are $6.06, for a combined water/sewer charge of $9.87 per 100 cf of water.
6. The estimated Electric cost, as of September 1, 2017 projected first year of condominium operation, using current rate as of June 2016, plus an inflation factor estimated at 10%, results in an estimated cost of $0.2284/kWH. This is an estimated rate which includes service charge, taxes and estimated increase. Note that the state of the electrical industry in New York City and State is extremely volatile due to various political and economic issues and the future electrical costs cannot be accurately predicted. However, the costs provided below should allow for an accurate order of magnitude estimate.

Bare Cost	$0.179
10% Increase (Est.)	$0.0179
Sub-total	$0.1969
16% Taxes	$0.0315
Total	$0.2284 (Estimated)

7. The estimated first year Gas cost for the September 2017 projected first year of operation, using current rate as of June 2016, plus an inflation factor estimated at 10%, results in as estimated rate of $1.8847/therm, for the projected first year of condominium operation. This is an estimated rate which includes service charge, taxes and estimated increase. Note that the state of the natural gas industry in New York City and State is extremely volatile due to various political and economic

CONSULTING ENGINEERS
HVAC – PLUMBING - FIRE PROTECTION
ELECTRICAL - FIRE ALARM

Tel: (718) 872-6122 / (718) 872-6144
E-mail: ad@adnyeng.com
Branch: 2613 East 65th Street, Brooklyn, NY 11234
Main Office: 2606 East 15th Street, Suite #304, Brooklyn, NY 11235

issues and the future gas costs cannot be accurately predicted. However, the costs provided below should allow for an accurate order of magnitude estimate.

Bare Cost	$1.477
10% Increase (Est.)	$0.1477
Sub-total	$1.6247
16% Taxes	$0.26
Total	$1.8847(Estimated)

The figures can vary considerably depending on the severity of the weather, the efficiency of the actual equipment installed, occupants' personal habits as well as other operating parameters. These figures are not intended to be a guarantee.

CONSULTING ENGINEERS
HVAC – PLUMBING - FIRE PROTECTION
ELECTRICAL - FIRE ALARM

Tel: (718) 872-6122 / (718) 872-6144
E-mail: ad@adnyeng.com
Branch: 2613 East 65th Street, Brooklyn, NY 11234
Main Office: 2606 East 15th Street, Suite #304, Brooklyn, NY 11235

ELECTRICAL USAGE (CONDO'S)

Typical Calculations for :
Units: **Studio**
Ranging between 443-506 sq. ft.

Lighting	0.7 w	x	474.5 (aver.)sq ft	x	3 hr/day	x	30 days	29.9 kwh/mont
Refrigerator	1 kw	x	4 hr/day	x	30 days			120 kwh/mont
Washing Machine	2 kw	x	16 hr/month					32 kwh/mont
Electrical dryer	2.5 kw	x	16 hr/month					40 kwh/mont
Electrical Stove	6.0 kw	x	1 hr/day	x	30 days			180 kwh/mont
Sub-Total Annual Usage:	401.9 kwh/months	x	12 month					**4,823 kw/yr**
A/C PTAC units:			1.245 kw	x	10 hr/day	x	30 days	374 kwh/mont
	374 kwh/month	x	8 month					**2,988** kw/yr
Annual Cost:	7,811 kwh/yr	x	22.8 c/kw					**1,781 per year**

TOTAL ANNUAL USAGE: **$1,781** per year or **$148** per month

Typical Calculations for :
Units: 1 **BD**
Raning between 624-728 sq. ft.

Lighting	0.7 w	x	676.0 (aver) sq ft	x	3 hr/day	x	30 days	42.6 kwh/mont
Refrigerator	1 kw	x	4 hr/day	x	30 days			120 kwh/mont
Washing Machine	2 kw	x	16 hr/month					32 kwh/mont
Electrical dryer	2.5 kw	x	16 hr/month					40 kwh/mont
Electrical Stove	6.0 kw	x	1 hr/day	x	30 days			180 kwh/mont
Sub-Total Annual Usage:	414.6 kwh/months	x	12 month					**4,975 kwh/yr**
A/C PTAC units:			2.09 kw	x	10 hr/day	x	30 days	627 kwh/mont
	627 kwh/month	x	8 month					**5,016** kw/yr
Annual Cost:	9,991 kwh/yr	x	22.8 c/kw					**2,278 per year**

TOTAL ANNUAL USAGE: **$2,278** per year or **$190** per month

A&D ENGINEERING, PLLC

CONSULTING ENGINEERS

HVAC – PLUMBING - FIRE PROTECTION
ELECTRICAL - FIRE ALARM

Tel: (718) 872-6122 / (718) 872-6144
E-mail: ad@adnyeng.com
Branch: 2613 East 65th Street, Brooklyn, NY 11234
Main Office: 2606 East 15th Street, Suite #304, Brooklyn, NY 11235

Typical Calculations for :
Units: 2 **BD**
Raning between 651-1.093 sq. ft.

Lighting	0.7 w	x	872.0 (aver) sq ft	x	3 hr/day	x	30 days	54.9 kwh/mont
Refrigerator	1 kw	x	4 hr/day	x	30 days			120 kwh/mont
Washing Machine	2 kw	x	16 hr/month					32 kwh/mont
Electrical dryer	2.5 kw	x	16 hr/month					40 kwh/mont
Electrical Stove	6.0 kw	x	1 hr/day	x	30 days			180 kwh/mont
Sub-Total Annual Usage:	426.9 kwh/months	x	12 month					**5,123 kwh/yr**
A/C PTAC units:			3.4 kw	x	10 hr/day	x	30 days	1,020 kwh/mont
	1,020 kwh/month	x	8 month					**8,160** kw/yr
Annual Cost:	13,283 kwh/yr	x	22.8 c/kw					**3,029 per year**

TOTAL ANNUAL USAGE: **$3,029** per year or **$252** per month

* These costs may vary based on occupancy and use

Douglas Elliman
PROPERTY MANAGEMENT

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i(1)

1790- 1792 THIRD AVENUE CONDOMINIUM

c/o The Board of Managers

1790-1792 Third Avenue

New York, New York 10029

Re: **1790-1792 THIRD AVENUE CONDOMINIUM**

1790-1792 Third Avenue

New York, New York 10029

Gentlemen/Mesdames:

This letter is with respect to the Plan of Condominium Organization of the premises at the above address and the allocation of the Percentage of Common Interest to the respective Units therein.

It is our opinion that the allocation of the Percentages of Common Interest allocated to the respective Units as set forth in Schedule A of the Plan of Condominium Organization are in compliance with the regulations issued pursuant to Real Property Law, Article 9-B, Section 339-i(1).

The Sponsor has used method (iv) contained in Section 339-i(1) 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.

The allocation of the percentages of Common Interest as set forth in the said "Schedule A" is based on the following: size of Unit, layout of Unit, location of the Unit in the Building and its status as a Residential or Non-Residential Unit.

The principals of our firm have been in the real estate management business for a period in excess of fifty (50) years. We currently manage residential brownstone and conventional elevator and non-elevator apartment buildings which are either operated in the cooperative or condominium form of ownership, many of which contain commercial property.

Some of the properties that we manage are as follows:

150 Charles Street

10 Madison Square West

33 East 74th Street

40 Bleecker Street

This firm will not act as the Selling Agent of the property. We have no beneficial interest in the Sponsor and no interest in the profits of this offering plan other than the fee for this service.

Very truly yours,

Douglas Elliman Property Management

By: _____

John Janangelo

Executive Vice President

Dated: April 17, 2017

D'AGOSTINO, LEVINE, LANDESMAN & LEDERMAN, LLP
ATTORNEYS AT LAW
345 SEVENTH AVENUE • 23RD FLOOR
NEW YORK, NEW YORK 10001

JOHN D'AGOSTINO
MICHAEL LEVINE*
WAYNE R. LANDESMAN*
BRUCE H. LEDERMAN*
BETTINA M. MIRAGLIA•
JOSE M. RIVERA*
BRIAN T. SAMPSON
JARED B. VAN VLEET

* ALSO ADMITTED IN NJ
• ALSO ADMITTED IN CT
▪ ALSO ADMITTED IN MA
♦ ADMITTED ONLY IN FL

212-564-9800
212-564-9802 (Main Fax)

Special Counsel
SUSAN M. SCHARBACH*•
NATLEE REISEN

ERIC R. GARCIA
CHRISTOPHER M. TARNOK
JONHAROLD A. CICERO
CHRISTOPHER L. PALLADINO*
TARA M. SHAMROTH*
ERICA NAZARIAN
LINA A. MELENDEZ♦
JANE S. JEONG
JOSEPH G. RUSSO

February 10, 2017

1790-1792 THIRD AVENUE LLC
c/o Joseph Moshkovsky, CPA
747 Third Avenue, 4th floor
New York, NY 10017-2803

Re: 1790 THIRD AVENUE CONDOMINIUM
1790-1792 Third Avenue
New York, New York 10029
(the "Condominium")

Gentlemen/Mesdames:

You have requested our opinion regarding the allocation of Common Interests to the Units at the above referenced Condominium as required by NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Offering Plan for the referenced project (the "Plan").

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on the Schedule A of the Plan and the Declaration establishing the Condominium. We have also considered the relevant sections of 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 Property Management set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have no independent investigation of the truth or accuracy of the factual determinations of Douglas Elliman Property Management.

1790-1792 Third Avenue LLC
Re: 1790-1792 Third Avenue
New York, NY 10029
February 10, 2017
Page 2

Based upon our review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in Real Property Law Section 339-(i)(1)(iv), i.e., based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. We note that in calculating the Common Interests, the square footage allocated to the cellar space which are part of the Non-Residential Units were discounted.

Accordingly, based on the foregoing it is our opinion that Real Property Law Section 339-i(1) has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will the Sponsor, D'Agostino, Levine, Landesman & Lederman, LLP, the Selling Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339-i or other applicable law.

The opinion expressed herein is based solely on New York law.

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,

D'Agostino, Levine, Landesman & Lederman, LLP

DLL:jb

THE NON-RESIDENTIAL UNITS

The Non-Residential Units, which consist of space on the first floor level of the Building, are being offered for sale at this time but may be retained by Sponsor or Sponsor's designee. The Non-Residential Units may be physically altered and/or subdivided by Sponsor or its designee or the Non-Residential Unit Owners to accommodate more than one (1) rental tenant. The Sponsor or its designee reserves the right at some future date to withhold the Non-Residential Units from sale, but shall amend the Offering Plan prior thereto to reflect such withholding from offering of the Non-Residential Units.

The Non-Residential Units consist of two (2) Units: one (1) Retail Unit and one (1) Community Facility Unit.

The Retail Unit may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that a Non-Residential Unit may not be used for the following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial establishment or other commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high-worth collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes. The Non-Residential Unit Owners shall have the right to change the use of the Non-Residential Units and certificate of occupancy accordingly without the consent of the Board of Managers and without paying any cost or charge to the Board of Managers. The Building is located within a C1-5 (R8A Residential Equivalent) Zoning District which permits uses under Use Group 2 (residential) and Use Group 6 (commercial). The legal uses proposed will comply with all Zoning requirements, and initially will be as set forth in the approved DOB Application. The predominant use of this Building is residential and such use will be located above the first floor. A portion of the cellar and first floor use will be dedicated to commercial uses. The commercial uses allowed, depending whether the space in question is on the first floor or cellar level, are defined in the Zoning Resolution. Permitted uses include, but are not limited to, retail stores, personal service establishments, and restaurants.

The Community Facility Unit's use is limited to not-for-profit organizations, medical facilities and educational facilities all serving the community.

The percentage of Common Interest attributable to the Non-Residential Units and the resulting Common Charges to be paid by the Non-Residential Unit Owners are sufficient to cover the expenses fairly attributable to such Units. The Non-Residential Units, where applicable, shall be separately metered or submetered for gas, electricity, and water consumption upon the obtaining of the TCO or PCO, and the cost of such utilities shall be the sole expense of the Non-Residential Unit Owners.

Currently, the Non-Residential Units are being constructed and are unoccupied. The Non-Residential Units are not currently leased. The sale of the Non-Residential Units will be subject to the terms of any lease the Sponsor enters into. The terms of any lease shall be provided to a prospective purchaser upon written request.

As stated above, the Retail Unit may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except for the restrictions stated on the previous page.

However, the right of the Non-Residential Unit Owners to change the use of the Non-Residential Units may result in a greater number of people entering and leaving the ground floor level of the Building, a higher volume of noise and/or hours of usage and other possible adverse effects on the Building resulting from the use of the Non-Residential Units. Accordingly, it is possible that a change of usage could have an adverse impact on other Condominium Unit Owners.

The percentage of Common Interest for the Non-Residential Units was allocated pursuant to method (iv) contained in Section 339-i(1) of the New York Condominium Act, which takes into consideration floor space, subject to the 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.

Though the Non-Residential Units will have electric baseboard heating to prevent freezing, Sponsor will not provide, and it shall be the sole responsibility of each Non-Residential Unit Owner to install, a cooling system and any additional heating system in his respective Unit.

With respect to allocation of expenses, other than for the allocation of specific expense items, including but not limited to, (i) water, gas and electricity which are to be separately metered or submetered for the Non-Residential Units and paid for by the owner or tenant(s) thereof, (ii) the repair or replacement of the Residential Common Elements and/or Residential Limited Common Elements, and (iii) the cost of refuse removal which is a separate cost of the respective Non-Residential Unit Owners, the Non-Residential Units are treated similarly to the other Units and the common charges payable by the Non-Residential Unit Owners are sufficient to cover the expenses fairly attributable to the Non-Residential Units. The allocation of common charges attributable to the Non-Residential Units shall also reflect special exclusive use or availability or exclusive control of particular common areas by the Non-Residential Unit Owners.

Sponsor, its designee and/or the Non-Residential Unit Owners shall also have the right to make alterations, additions, improvements or repairs to the Units, to subdivide the Units or later combine a subdivided Unit without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers. Additionally, the Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners and any tenant or tenants of the Non-Residential Units pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install a flue which will be sized for possible restaurant or commercial grade kitchen use in, on or through the common areas of the Building to the exterior walls of the Building if permissible by law, and then on the exterior walls of the Building, if permissible by law, from the first floor level to the roof or some other point in or on the Building where it will terminate in accordance with the NYC Building Code. The Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use, repair, replace and maintain said flue for any lawful purpose and in conjunction with the use of the Non-Residential Units.

The Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners, and any tenant or tenants of the Non-Residential Units pursuant to the term of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install (i) elevators, escalators, staircases and/or other mechanical equipment in the Non-Residential Units, and (ii) air-conditioning equipment at the main roof of the Building, which is necessary in the sole discretion of the Sponsor, its designee or the Non-Residential Unit Owners for the lawful use of the Non-Residential Units. All such installations will comply with all applicable law, ordinances or building codes.

The Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use the sidewalks in front of the Non-Residential Units for any lawful purpose and in conjunction with the use of the Non-Residential Units.

The Non-Residential Unit Owners, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the entrances to the Building and through the public staircases and/or by use of the elevator of the Building in, on, over and across the cellar or other common areas of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including, but not limited to, heating or boiler equipment, located in the cellar or roof level mechanical or utility rooms of the Building and which service the Non-Residential Units.

Sponsor, its assignee or designee, the Non-Residential Unit Owners and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the

right to (i) use elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, and (v) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

The Owners of the Non-Residential Units, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation, and without the consent of the Board of Managers to install, repair, replace, and maintain either within or in the immediate location of the Non-Residential Units below the windows at the second (2nd) floor level and on the sidewalk adjacent to the Non-Residential Units' entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes. Additionally, the Owners of the Non-Residential Units, and any tenant or tenants of the Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without the consent of the Board of Managers to install, or erect, repair, replace, and maintain in the immediate location of the Non-Residential Units below the windows at the second (2nd) floor level, but not to interfere with the entrance of any other Unit, a canopy and/or awning for advertising or identification purposes or an automatic teller machine ("ATM") to be used in conjunction with the use of the Units. The Unit Owners and any tenant of space in such Unit shall comply with all of the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Non-Residential Unit Owners or its tenant shall obtain and pay for all permits required for such signs or canopies/awnings/ATM and/or any necessary renewal fees related thereto.

Other than as set forth herein regarding the use of the Non-Residential Units, it is Sponsor's opinion that those rights have no material adverse impact on the Condominium.

At the request of the Sponsor, a Sponsor-designee or the Unit Owners of the Non-Residential Units, the Board of Managers will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, repair or subdivision of the Non-Residential Units or the operation or use of the Non-Residential Units, at which time, the requesting party shall indemnify and hold the Board of Managers of the Condominium and the other Unit Owners harmless from any expense or liability by virtue of the execution of the application of such other documents.

The Condominium shall have a right to access, upon reasonable notice, unless such access is needed in an emergency, in which case no notice is required, to any portion of the Non-

Residential Units on the ground floor or cellar level to service equipment which is necessary for the operation of the residential portion of the Building.

Each Non-Residential Unit Owner shall be responsible for the cost of removing debris and snow from the sidewalks directly in front of its entrance and shall also be responsible for the cost of debris and snow removal from the entire sidewalk which is adjacent to its Unit.

Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of or at the sides of the Building shall be a Residential Common Expense.

In the event of a dispute between the Non-Residential Unit Owners and the Condominium as to any issue relating to the Non-Residential Units, the Non-Residential Unit Owners or any tenant of the Non-Residential Unit Owners and the Condominium, at the sole option of the Non-Residential Unit Owners only, the Board of Manager and the Condominium shall be obligated to arbitrate, on an expedited basis, the dispute pursuant to the provisions of Article XV of the By-Laws of the Condominium. The decision of the arbitrator shall be final and binding. In the event that the Non-Residential Unit Owners elect not to arbitrate, the Non-Residential Unit Owners and the Board of Managers of the Condominium on behalf of all of the Residential Unit Owners may exercise all remedies available to them in equity and at law.

CHANGES IN PRICES OR UNITS

The offering prices set forth in Schedules A and A-1 may be decreased or increased only by a duly filed amendment to the Offering Plan when the change of price is an across the board change affecting one or more lines of Units or Unit models and/or Storage Compartments, or is to be advertised, or is a price increase for an individual Purchaser. As set forth in the Notes to Schedule A, offering prices are negotiable. Accordingly, the Sponsor may enter into a Purchase Agreement with a Purchaser to sell one (1) or more Units and/or Storage Compartment Licenses at prices less than those set forth in Schedule A, without filing an amendment before entering into a Purchase Agreement. As a result of the negotiability of offering prices and the right to change them, certain Purchasers may pay or may have paid more or less than other Purchasers under this Plan for similar Units and/or Storage Compartment Licenses. However, no price change will affect the percentage of Common Interest allocated to a Unit as to which the amount of the offering price was changed nor shall it alter the amount of Common Charges payable by such Unit Owner.

In order to meet the possible varying demands for number and type of Units and/or Storage Compartments, or to meet the particular needs of prospective Purchasers, or for any other reason, Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units and (b) the size and/or number of Unsold Units and/or Storage Compartments, by subdividing one or more separate Unsold Units and/or Storage Compartments, by combining two (2) or more separate Unsold Units and/or Storage Compartments into one (1) or more Unsold Units and/or Storage Compartments, by altering the boundary walls of any Unsold Unit and/or Storage Compartments, or otherwise, including, without limitation, the use of any portion of the Common Elements adjacent to such Unsold Units and/or Storage Compartments to the extent that such portion is not required to be maintained as Common Elements pursuant to the terms of the Declaration and By-Laws. Such right may be exercised by Sponsor from time to time, both before and after the First Unit Closing, without the consent or approval of any Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, any mortgagee or any other party. However, Sponsor will first obtain the approval of all governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof whose approval is required by law. No change will be made by Sponsor in the size or number of Units and/or Storage Compartments, the respective percentages of Common Interest of Units, or in the size or quality of Common Elements except by amendment to the Offering Plan and to the Declaration. Unless the affected Purchaser provides a written consent, no material change will be made by Sponsor in size or layout of a Unit and/or Storage Compartment or percentage of Common Interest of a Unit if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and Storage Compartment License, if applicable, and such Purchaser is not in default.

No material change will be made in the size or quality of Common Elements unless all Purchasers consent. There is a rebuttable presumption that if the square foot area of the Unit is diminished by five percent (5%) or less this is not a material change in the size of the Unit.

If Sponsor changes the size and/or number of Unsold Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. However, the aggregate amount

of the Common Interests of all the Units will always remain at one hundred percent (100%). As a result of such reapportionment, the amount of the Common Charges and the real estate taxes and assessments payable by the owners of the Unsold Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes and assessments payable by the Owners of Units unaffected thereby will not vary.

The Plan will be amended to reflect any change in the size of a Unit or Storage Compartment, number of Units or Storage Compartments, percentage of Common Interests of Unsold Units or a change in the size or quality of any Common Element. However, the layout and number of rooms in Unsold Units may be changed without prior notice or amendment of this Plan.

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 or Storage Compartment be changed by subdivision or combination or alteration of boundary walls, or otherwise, nor may the Common Interest of any Unit be changed, unless the Declaration is amended and such amendment is fully recorded. The Plan will be amended in the event of any such changes. As more particularly provided in the Declaration, Sponsor or its designee, as the owner of an Unsold Unit and/or holder or licensee of a Storage Compartment, will have the right itself to so amend the Declaration to effectuate such change, 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 written consent of the owner of such Unit.

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with the Plan, Declaration and/or 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, subject to a revocable license between the Unit Owner and the Condominium, and the Unit's Common Interest will remain unchanged.

The Sponsor also reserves the right to substitute for any of the materials specified in either the New Building Plans, the Description of Property and Building Specifications, or elsewhere in the Plan, materials which are of Equal or Better Quality. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment described in this Plan and in the architectural plans on file, but, due to unavailability of materials and supplies or for any other reason, Sponsor may substitute materials, fixtures, appliances and equipment which are of Equal or Better Quality for any of those set forth in the specifications or otherwise in this Plan.

Sponsor reserves the right to negotiate all aspects of the purchase price of Units, including, but not limited to possible Sponsor financing, terms of the financing contingency, if any, including, but not limited to, the amount financed and the rate of interest of such financing contingency, decorating allowances, payment of fees otherwise paid by Purchasers, common charge rebates or subsidies, payment of all or part of Purchaser's financing costs, price reductions tied to rental of Units, reduced Down Payment deposits (but at least One Thousand

Dollars ($1,000.00) and extra custom work. Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms.

INTERIM USE AND OCCUPANCY AGREEMENTS

Subject to all applicable Zoning Laws and pursuant to an issued certificate of occupancy, Sponsor or its designee reserves the right, freely and without restriction, to rent or lease vacant Units and/or Storage Compartments to Purchasers and non-Purchasers at any time after the First Unit Closing. However, the Sponsor may not lease Units without restriction prior to the Plan being Consummated. The only permitted occupancy before the Plan is Consummated is via an interim use and occupancy agreement signed in conjunction with a Purchase Agreement. However, once a Purchase Agreement is signed for a vacant Unit, and for so long as such Purchase Agreement is in effect, such Unit at Sponsor's sole option may only be rented to the Purchaser thereof. Such agreement (an "Interim Use and Occupancy Agreement") will be for such use and occupancy fee, but not to exceed the maximum of such fee legally collectible, and upon such other terms as may be mutually agreed upon. The term of such Interim Use and Occupancy Agreement, if any, shall be for a period which will expire on the earlier of the date of the closing of such Unit or one (1) year after the execution date of the Agreement. A Purchaser who takes occupancy pursuant to an Interim Use and Occupancy Agreement to the extent they have an insurable interest may wish to seek insurance for their personal property. A Purchaser who cannot obtain such insurance assumes the risk of loss not covered by insurance. In the event this Plan is abandoned, the Purchaser may, at any time at his or her sole option, cancel the Use and Occupancy Agreement, if any, and remove from the Building upon thirty (30) days prior written notice to the Sponsor at the address set forth on the cover page of this Plan. Additionally, in the event of such abandonment, the Purchaser who has entered into an Interim Use and Occupancy Agreement shall continue to be subject to whatever rental laws he or she was subject to prior to such abandonment, if any. Should Purchaser rescind his or her Purchase Agreement pursuant to any permitted rescission, the Interim Use and Occupancy Agreement shall terminate thirty (30) days thereafter and Purchaser shall be obligated to vacate the apartment no later than that time.

An Interim Use and Occupancy Agreement will provide that an uncured default by the Purchaser under this Purchase Agreement will constitute a default under the Interim Use and Occupancy Agreement, entitling the landlord (i.e., Sponsor), at its sole option, to terminate the Interim Use and Occupancy Agreement. The Purchase Agreement shall also contain a similar cross-default provision entitling Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under the Interim Use and Occupancy Agreement within any applicable grace period. However, before the Sponsor may utilize a default under the Interim Use and Occupancy Agreement to declare a default under the Purchase Agreement, the Sponsor must (i) obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the interim occupant or (ii) the interim occupant must have vacated the Unit. The interim occupant must vacate the Unit within five (5) days after any default under the Purchase Agreement which remains uncured after five (5) days. No portion of the rental paid under an Interim Use and Occupancy Agreement will be credited toward the Unit's purchase price.

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

PROCEDURE TO PURCHASE

A person desiring to purchase a Unit and a Storage Compartment, if applicable, in the Condominium shall be required to execute a Purchase Agreement in quadruplicate, the form of which is contained in Part II, and return it to the Sponsor and/or Selling Agent, together with a check representing the Initial Down Payment in an amount equal to (a) ten percent (10%) of the Purchase Price including ten percent (10%) of the Storage Compartment License Payment, if applicable, or (b) fifty percent (50%) of the Purchase Price including fifth percent (50%) of the Storage Compartment License Payment, if applicable, if the Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity). Each Purchaser, who in accordance with the previous sentence, is required to make an Initial Down Payment of ten percent (10%), including ten percent (10%) of the Storage Compartment License Payment, if applicable, will also be required to make, in addition to the Initial Down Payment, including ten percent (10%) of the Storage Space License Payment, if applicable, an additional payment of ten percent (10%) of the Purchase Price of his or her Unit, including ten percent (10%) of the Storage Space License Payment, if applicable (the "Additional Down Payment") within one hundred eighty (180) days after receipt of a fully executed copy of the Purchase Agreement from Sponsor or the Selling Agent or at the time when this Plan is declared effective, whichever is first to occur. No Additional Down Payment shall be required if the Purchaser is a foreign government or other person or entity referenced in (b) of the first sentence of this paragraph and who or which has made a fifty percent (50%) Initial Down Payment as described above. The term "Down Payment," as used in this Plan, refers to both the Initial Down Payment and, if the same has been paid at the time in question, the Additional Down Payment. All such payments shall be made by check drawn on a member bank of the New York Clearing House Association made payable to "D'Agostino, Levine, Landesman & Lederman, LLP, as Escrow Agent", or by wire transfer upon prior consent by Sponsor and Escrow Agent. All such checks shall be subject to collection and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement to be cancelled and of no further force or effect, and to retain any Down Payment and other amounts previously deposited. These Down Payment deposits may be increased for the entire cost of special custom work requested by the Purchaser which is agreed to by Sponsor in its sole discretion and itemized in the Purchase Agreement. D'Agostino, Levine, Landesman & Lederman, LLP shall be the "Escrow Agent" for Sponsor and Purchaser pursuant to the Purchase Agreement and the Offering Plan. Notwithstanding anything herein to the contrary, whether or not the Sponsor has canceled the Purchase Agreement as provided above, if the Sponsor has not collected the proceeds of any check for any payment due under the Purchase Agreement, then the Sponsor may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including, without limitation, all attorneys' fees and expenses incurred by the Sponsor in connection therewith.

Purchasers pursuant to this Offering Plan who have not had an opportunity to review the Offering Plan and any filed amendments for at least three (3) business days prior to their

executing a Purchase Agreement shall be afforded 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. Such rescission must be in writing, addressed to the Sponsor, and be postmarked or hand delivered by midnight of the seventh (7th) day subsequent to Purchaser's executing and delivering such Agreement. Those Purchasers who execute a Purchase Agreement after having had an opportunity to review the Offering Plan and any filed amendments for not less than three (3) business days prior to their executing a Purchase Agreement shall not be permitted the aforementioned time period to rescind for any reason.

A deposit in the amount of no more than Two Hundred Dollars ($200.00) payable in check or money order to the Sponsor is required of all prospective purchasers in order to obtain a copy of the Plan. The amount of the deposit will either be credited toward the Down Payment of a Unit and Storage Compartment License, if applicable, or returned upon execution of the Purchase Agreement by Sponsor for anyone who purchases a Unit or refunded to anyone who does not purchase a Unit if a copy of the Plan is returned undamaged, but subject to normal wear and tear, together with the original receipt, within thirty (30) days of receipt of a copy of the Plan.

A Purchaser may seek to finance any portion of the Purchase Price through a bank or other lending institution. No representation, warranty or assurance is given by the Sponsor, or any person on its behalf, as to the availability, cost, terms or other conditions of such financing. **HOWEVER, A PURCHASER'S OBLIGATION UNDER THE PURCHASE AGREEMENT IS NOT CONTINGENT UPON THE PURCHASER'S OBTAINING A SATISFACTORY MORTGAGE COMMITMENT FOR FINANCING THE PURCHASE OF A UNIT.** Therefore, a Purchaser will be obligated to pay the balance of the Purchase Price regardless of the fact that either: (i) such Purchaser fails, or is unable to obtain a satisfactory mortgage commitment, or (ii) once a satisfactory mortgage commitment has been obtained, the same either lapses, expires or is terminated. In the event that a Purchaser fails, neglects or refuses to duly pay the balance of the Purchase Price for any reason, including financing problems, such Purchaser will be in default under the Purchase Agreement. *In conclusion, a purchaser who executes a Purchase Agreement and subsequently cannot obtain financing for a purchase may lose his or her Down Payment in the event he or she is not otherwise able to raise the monies required for the balance of the purchase price.*

In accordance with section 71-a(3) of the Lien Law, Sponsor has appointed the law firm of D'Agostino, Levine, Landesman & Lederman, LLP , with an address at 345 Seventh Avenue, 23rd Floor, New York, NY 10001, telephone number 212-564-9800, to serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser to hold all Deposits, other than the deposit for a copy of the Offering Plan, received by it from Purchaser, either directly or through its agents or employees in trust. The Escrow Agent has established the escrow account at Bank Hapoalim, B.M., located at 1120 Avenue of the Americas, New York, NY 10036 (the "Escrow Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "D'Agostino, Levine, Landesman & Lederman, LLP Escrow Account for "1790 Third Avenue Condominium" or a similar name (the "Escrow Account"). Purchasers are further advised that a

Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Down Payment will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Escrow Bank, the aggregate of Purchaser's funds at the Escrow Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Escrow Bank, that a Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non-interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account.

The Escrow Agent has designated the following partners to serve as signatories: John D'Agostino, Esq., Michael J. Levine, Esq., Wayne R. Landesman, Esq., Bruce H. Lederman, Esq., Bettina Miraglia, Esq., and Jose M. Rivera, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

All Deposits remitted to Escrow Agent shall be in the form of certified or official checks, personal checks subject to collection, or wire transfers upon prior consent by Sponsor and Escrow Agent, and shall be made payable to, or endorsed by the Purchaser, to the order of D'Agostino, Levine, Landesman & Lederman, LLP, as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance with the terms of a written agreement between Purchaser and Sponsor. If the Offering Plan is abandoned before it is declared effective, all monies paid by Purchasers pursuant to Purchase Agreements shall be refunded to them in full, with interest, if any, within five (5) days of such abandonment.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is approximately 0.05% for deposits of less than $100,000.00 and 0.15% for deposits of $100,000.00 or more, as stated by Bank Hapoalim, B.M. as of December 2016. Interest shall begin to accrue as of the date the deposit of the Down Payment clears and is posted by the Bank to the Escrow Account. Absent Purchaser's default, all interest earned thereon shall be paid to or credited to the Purchaser at closing. Prior to the release of the Deposits, no fees of any kind from the principal or any interest earned thereon may be deducted from the Escrow Account, and the Sponsor shall bear all administrative costs associated with the maintenance of the Escrow Account. Notwithstanding anything contained herein to the contrary, unless and until Purchaser has delivered to the Escrow Agent a completed and originally-executed Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding),

whichever may be applicable, the Down Payment will be deposited in a non-interest-bearing escrow account at the Bank.

Section 71-a(3) of the Lien Law, as applicable herein, also provides for the following:

(a) Down Payments shall be placed in an interest bearing account if so requested by Purchaser. Such Down Payment, with any accumulated interest, shall remain the property of the Purchaser, except as otherwise provided by law.

(b) As an alternative to depositing Down Payments in escrow as set forth in (a) above, Sponsor may post a bond or indemnity contract with a licensed surety company ensuring return of such monies, which bond or contract is to be delivered to Purchaser. If Sponsor elects to post a bond pursuant to this paragraph (b), an amendment to the Offering Plan, disclosing the same, which complies with the applicable provisions of the Attorney General's Regulations will be filed with the Department of Law.

(c) Down Payments will be retained in escrow or bonded as set forth above until: (i) Sponsor performs under the terms of the Purchase Agreement or (ii) Purchaser rescinds, if permitted, or defaults in performance, thereby excusing performance by Sponsor or (iii) release or discharge of Sponsor's liability to refund such Down Payment or (iv) transfer of title to the Unit to the Purchaser, or (v) release by mutual consent of Sponsor and Purchaser.

(d) The Purchase Agreement shall contain the following:

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

Within five (5) business days after the Purchase Agreement has been executed by all necessary parties and tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days after placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance with the terms of a written agreement between Purchaser and Sponsor.

The Form Purchase Agreement is set forth in Part II of the Offering Plan. The relevant escrow trust fund provisions are included in Section 16 of the Purchase Agreement, which must be executed by the Escrow Agent. The Escrow Agent is obligated to send notice to the Purchaser

once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after the Purchase Agreement has been executed by all necessary parties and tendered, along with the Deposit, to Escrow Agent (the "Date of Tender"), he or she may cancel the Purchase Agreement within ninety (90) days after the Date of Tender. 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.

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL §352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Offering Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Offering 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) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in the Purchase Agreement; 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), (b), or (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 Condominium 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 Offering Plan or an amendment thereto; or

(b) all Purchasers after an amendment abandoning the Offering 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.

Prior to funds being transferred to a new escrow account, or if the Escrow Agent is replaced, the Offering Plan will be amended to provide the same full disclosure with respect to the new account, the new escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for the escrow account only after the Department of Law approves in writing the use of such alternate form of security, pursuant to the applicable provisions of the Attorney General's Regulations.

In the event that insufficient funds are raised through the offering or otherwise to effectuate the contemplated transaction, or in the event the Sponsor is unable for any reason to perform in accordance with the terms of the Purchase Agreement and the Purchase Agreement has been subsequently terminated as set forth above, such monies will be fully returned to Purchaser with any interest. In the event a Purchaser is entitled to rescind his Purchase Agreement, the Purchaser will not receive a refund of any additional escrowed funds for custom work to the extent such funds have been expended or will be expended on costs Sponsor has accrued and is obligated to pay with respect to custom work. However, should Sponsor abandon this Offering Plan, the Purchase Agreement shall be deemed cancelled, and Sponsor shall, not later than five (5) days thereafter, return in full all monies paid by Purchaser thereunder, including any funds paid for custom work.

As set forth above, the only other time monies received for the purchase of a Unit shall be disbursed from the Escrow Account are at the closing of title to a Unit by such Purchaser or upon a default by a Purchaser which is not cured within any time periods permitted, provided that no Deposit to be released pursuant to an uncured default shall be released prior to the Consummation of the Offering Plan. Any withdrawals or disbursement of funds from the Escrow Account shall be made only upon the written approval by a partner in the firm of D'Agostino, Levine, Landesman & Lederman, LLP, despite the fact that Bank Hapoalim, B.M. may be a party to an escrow agreement with respect to such account or accounts. The amounts paid by the Purchasers prior to closing will be handled in accordance with the escrow and trust fund provisions of the Section 352-h and Section 352-e (2-b) of the New York General Business Law and the Attorney General's regulations promulgated thereto. If this Offering is not consummated for any reason, Purchaser shall not lose any of his or her Down Payment.

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, Offering Plan, or any amendment thereto."

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

Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with the performance or non-performance of Escrow Agent's duties pursuant to the Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of its obligations as set forth in the Purchase Agreement or involving gross negligence of the 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.

Subsequent to the date that the Plan has been declared effective, the Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser. The notice shall state the date of the First Unit Closing and set forth the closing date for the respective Unit. Purchasers shall be given not less than thirty (30) days' notice of the closing of title on their Units. This notice period may be waived by Purchasers in writing. The notice shall also provide that the balance of the Purchase Price shall be due at closing of title. The balance of the cash portion of the purchase price must be paid by cash, unendorsed certified, teller's or cashier's check made payable to the order of Sponsor or as otherwise directed by Sponsor. In all cases, all checks are to be drawn on a member bank of the New York Clearing House Association. The notice to Purchaser shall also specify when Common Charges will be due and payable.

If, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustments for real estate taxes and Common Charges and any Storage Compartment Monthly License Fees, if applicable, will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for the Unit and Storage Compartment License, if applicable, for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date but in no event shall this percentage be usurious in violation of New York State law. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

The notice of closing will be served upon all Purchasers who have executed and delivered a Purchase Agreement for a Unit to the Sponsor or Selling Agent (and whose Purchase Agreements are in effect and not in default). The notice of closing will be served either by personal delivery or sent by registered or certified mail to the address of the Purchaser as set forth in the Purchase Agreement. Notices served by personal delivery shall be deemed complete upon delivery. Service by mailing shall be presumed complete on the fifth day after the date of mailing.

Sponsor anticipates the First Residential Unit Closing to occur on or about January 1, 2018. In the event that the First Residential Unit Closing is delayed twelve (12) months or more beyond January 1, 2018, then all Residential Unit Purchasers who have executed Purchase Agreements and whose Purchase Agreements are still in effect, will be given the right to rescind their Purchase Agreements.

If Purchaser defaults under the Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the monies held by the Escrow Agent, but not more than twenty percent (20%) of the Purchase Price including twenty percent (20%) of the Storage Compartment License Payment, if applicable, and any other amounts paid by the Purchaser for any special or custom work, plus any interest earned thereon, shall be paid over to the Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. Notwithstanding the above, Sponsor may receive the actual costs incurred for any special custom work ordered by Purchaser as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds twenty percent (20%) of the Purchase Price including twenty percent (20%) of the Storage Compartment License Payment, if applicable. Sponsor hereby waives any right to seek specific performance in the event of a default by Purchaser.

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

The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or

one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit, which loss or other casualty is not otherwise covered by either the Condominium's insurance or Sponsor's insurance. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment. Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. Purchaser should consult with an attorney and/or insurance agent as to his or her insurance needs. A Purchaser who takes occupancy pursuant to an Interim Use and Occupancy Agreement with Sponsor's consent to the extent they have an insurable interest may wish to seek insurance for their personal property in advance. Such a Purchaser with an Interim Use and Occupancy Agreement who cannot obtain such insurance assume the risk of loss not covered by insurance.

Within twenty (20) days of receiving four (4) copies of a Purchase Agreement, each executed by Purchaser, together with the required Down Payment, the Sponsor must either accept the Purchase Agreement by returning to Purchaser a fully executed copy of the Purchase Agreement or reject the Purchase Agreement by returning to Purchaser the Down Payment tendered. If Sponsor takes no action within said twenty (20) day period the Purchase Agreement shall be deemed null and void. Sponsor reserves the right to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by law. Sponsor reserves the right to reject any prospective Purchaser without cause or explanation, provided that such rejection is not based on race, creed, color, age, sex, disability, marital status, national origin, ancestry, or any other ground proscribed by law, and to refuse to execute a Purchase Agreement for any Unit, or a Purchase Agreement or Purchase Agreements, as the case may be, for more than one (1) Unit to any one (1) person or entity.

At the closing of title to a Unit, and as a condition thereto, the Purchaser shall be required to execute a Power of Attorney to the Board of Managers of the Condominium and to the Sponsor. The Power of Attorney appoints (i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine; (ii) the Sponsor, its designee and/or the Non-Residential Unit Owners, as attorney-in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney; and (iii) the Sponsor, as attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, and/or its successors and assigns. The form of Power of Attorney to be executed is set forth in Part II of the Offering Plan.

Further, any Residential Unit Owner assigned a Storage Compartment in the Building will be required to execute a Storage Compartment License governing the use of the Storage Compartment. A copy of the Storage Compartment License to be executed at Closing is set forth as Exhibit "A" to the Purchase Agreement which is included in Part II of the Offering Plan. Notwithstanding anything contained herein, the Storage Compartment License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit, or (ii) by the transfer of a Storage Compartment License from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Compartment License and does not transfer same to another Residential Unit Owner, the rights to the Storage Compartment in question will devolve to the Board of Managers which shall have the right to issue a new Storage Compartment License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Compartments to other Residential Unit Owners in the Building after obtaining written consent of the Board of Managers thereto. At the inception of the Storage Compartment License, each Unit Owner who acquires a Storage Compartment will be required to pay a monthly license fee (the "Storage Compartment Monthly License Fee") which shall be due and payable by the Licensee on the first (1^{st}) day of each month during the term of the Storage Compartment License. The Storage Compartment Monthly License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers then has under the Declaration and By-Laws for non-payment of common charges or other assessments. The Storage Compartment Monthly License Fee shall be in the amount of $9.00 to $32.00 a per month, depending upon the Storage Compartment, commencing on the date of the Storage Compartment License Agreement and will continue for the following twelve (12) months. Thereafter, the Board of Managers may increase the Storage Compartment Monthly License Fee annually, in its sole discretion. Such Storage Compartment License Fee shall only be applicable subsequent to the lawful occupancy or use for such areas of the Building.

The Storage Compartments are located in the cellar of the Building. The Board cannot make any representation that the Storage Compartments will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Spaces. Residential Unit Owners who place items in the Storage Compartments do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the Storage Compartments, which may be subject to periodic inspection by the police and fire department of the City of New York and other governmental agencies having jurisdiction there over. Since there are only thirty-two (32) Storage Compartment Licenses being offered for sale, Sponsor is hereby reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Compartment License and how many Storage Compartment Licenses are sole to an individual Purchaser. A Storage Compartment License will only be sold by Sponsor to a Purchaser of a Residential Unit.

Further, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will also be required at the time of closing of title to the Purchaser's Unit, to expressly waive any and all immunity from suit by Sponsor and/or the Board of Managers of the Condominium. Such Purchasers at closing will be required to execute the "Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction" set forth as Exhibit B to the Purchase Agreement which is included in Part II of the Offering Plan.

Any conflict between this Offering Plan and the Purchase Agreement will be resolved in favor of the Offering Plan. In no event may the Purchase Agreement contain, or be modified to contain, any provision waiving Purchaser's rights, other than the ability of Purchaser to waive his right to thirty (30) days' notice prior to the closing of title to Purchaser's Unit. In no event may the Purchase Agreement contain, or be modified to contain, any provision abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law. Purchase Agreements are not assignable without Sponsor's prior written consent which may be withheld for any reason.

Sponsor reserves the right to negotiate all aspects of the purchase price of Units, including, but not limited to possible Sponsor financing, terms of the financing contingency, if any, including, but not limited to, the amount financed and the rate of interest of such financing contingency, decorating allowances, payment of fees otherwise paid by Purchasers, common charge rebates or subsidies, payment of all or part of Purchaser's financing costs, price reductions tied to rental of Units, reduced Down Payment deposits (but at least One Thousand Dollars ($1,000.00)) and extra custom work. Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms.

ASSIGNMENT OF PURCHASE AGREEMENTS

No assignment or transfer of an executed Purchase Agreement shall be permitted without the prior written consent of Sponsor which may be withheld for any reason. Prior to and for eighteen (18) months subsequent to the closing of title to the Unit, the Purchaser of that Unit shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale, or resell the Unit. This provision is to survive closing of title to the Unit.

EFFECTIVE DATE OF PLAN

All Purchase Agreements signed by Sponsor shall be contingent upon Sponsor's declaring the Offering Plan effective pursuant to the requirements and terms of the Plan. These requirements, stated below, must be satisfied within one (1) year of the date the Plan is accepted for filing unless the Plan is amended so as to extend this period. However, any amendment to the Plan is hereby deemed to extend this time period to the same extent that the Plan is extended by such amendment. The closing of title to any Unit may not occur until after the Plan has been declared effective and an amendment has been accepted for filing by the Department of Law substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

The Plan may be declared effective when Purchase Agreements have been both executed and accepted by a bona fide Purchaser (including investors) and Sponsor for the sale of nine (9) Units, which represent a minimum of at least fifteen percent (15%) of the Units offered under the Plan. However, if after Sponsor declares the Offering Plan effective, all Purchase Agreements are rescinded and/or terminated prior to the date of the First Unit Closing, the Sponsor shall re-declare the Offering Plan effective prior to closing on any Units.

The Plan must be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of forty four (44) Units, which represents a minimum of at least eighty percent (80%) of the Units offered under the Plan.

The Plan may be abandoned, at Sponsor's sole option, at any time before the amendment substantiating effectiveness is filed and before eighty percent (80%) of the Units have been purchased. The Plan, if abandoned, shall be abandoned by amendment filed with the Department of Law in appropriate form together with a notice of abandonment on form RS-3. Such amendment shall explain the basis for abandonment and must state how any funds received pursuant to the Plan will be distributed. All monies paid by Purchasers pursuant to Purchase Agreements shall be refunded to them in full, with interest, if any, within five (5) days of such abandonment.

Once a Plan has been declared effective, Sponsor may not abandon it for any reason other than for: (a) a defect in title which cannot be cured without litigation or cannot be cured for less than a cost which does not exceed an amount equaling one half of one percent (.5%) of the Total Purchase Price set forth on the front cover of the Plan as same may be amended from time to time; or (b) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than a cost which does not exceed an amount equaling one half of one percent (.5%) of the Total Purchase Price set forth on the front cover of the Plan as same may be amended from time to time; or (c) the taking of any material portion of the Property by condemnation or eminent domain. The aforementioned amount set forth above as a basis for abandonment after effectiveness of the Plan shall exclude any title defects, attorneys' fees, hazardous or dangerous conditions, work orders or determinations of any authority or regulatory association which exist as of the date the Plan is declared effective and either are known to the Sponsor or are a matter of public record.

The Plan will be declared effective by the mailing or personal delivery of written notice to all purchasers. Within five (5) business days after such notice is given an amendment to the Plan will be submitted by Sponsor stating that the Plan has been declared effective. If requested, Sponsor will submit to the Department of Law copies of all Purchase Agreements, together with any amendments or modifications to such Agreements, within five (5) business days after the request is received.

The Plan will not be declared effective based upon Purchase Agreements: (a) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (b) if the Purchaser was either not afforded at least three (3) business days to review the Plan, and all filed amendments thereto prior to executing a Purchase Agreement, or if he was not permitted seven (7) days after delivering an executed Purchase Agreement and deposit to rescind the Purchase Agreement; or (c) with any Purchaser who is the Sponsor/Selling Agent or the Managing Agent or is a principal of the Sponsor/Selling Agent or the Managing Agent or is related to the Sponsor/Selling Agent or the Managing Agent or to any principal of the Sponsor/Selling Agent or Managing Agent by blood, marriage or adoption or as a business associate, an employee or a shareholder or a limited partner, except that such a Purchaser, other than the Sponsor or a principal of the Sponsor may be included if Sponsor submits proof satisfactory to the Department of Law establishing that the Purchaser is a bona fide Purchaser.

TERMS OF SALE

When sold by the Sponsor, the Units will be sold in fee simple and the Storage Compartments will be sold as licenses to Purchasers, who may be individuals, a duly formed partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government, any department or agency thereof, or any other entity which is permitted to own property in the State of New York. The sale of the Units will be made at the respective offering prices set forth in Schedule A and the sale of the Storage Compartment Licenses will be made at the respective offering prices set forth in Schedule A-1 (as such prices may be changed by the Sponsor), and, with respect to Units, will include the respective undivided interests in the Common Elements. Good and marketable title to the Units and their appurtenant interests in the Common Elements will be conveyed by the Sponsor by Bargain and Sale Deed with Covenants against Grantor's Acts and containing the provisions set forth in subdivision 5, Section 13 of the Lien Law, free and clear of all liens and encumbrances other than those set forth below. The form of Unit Deed is set forth in Part II of the Plan.

2. Any state of facts which an accurate survey would show, including possible encroachment upon the Unit being insured by adjoining Units and/or Common Elements and possible encroachments of the insured Unit upon adjoining Units and/or Common Elements, providing such survey does not render title unmarketable;

3. 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 contemplated structures and use;

4. The Declaration, By-Laws, Maps and Floor Plans of the Condominium to be recorded in the Office of the City Register, as the same may be amended from time to time;

5. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, existing as a result of construction and rehabilitation of the Building, or construction of the individual Units, or which may have come or may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any portion thereof, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Managers after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

6. Easements, if any, in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utilities and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

7. Revocability of the right to maintain street vaults and other areas, if any, under sidewalks;

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

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

10. Service, maintenance and union contracts and agreements, if any, in effect on this date of the First Unit Closing;

11. Encroachments of stoops, areas, cellar steps, doors, ledges, window sills, bay windows, trim, coping, cornices, vaults, chutes, fuel oil lines, gas lines, drainage pipes, standpipes, sewerage pipes, foundations, footings, retaining walls, fences, fire escapes, air conditioning units, canopy and similar projections, if any, on, over or under the Property or the streets or sidewalks or property abutting the Property and rights of governmental authorities and adjoining property owners to require the removal of any such projections, and variations between record lines of the Property and fences, walls, retaining walls and the like, if any;

12. All covenants, declarations, restrictions, reservations, agreements and easements of record, if any, which are still in force and effect on the date of the First Unit Closing, provided that they are not violated by and do not prevent residential use of the Residential Units and legal permitted uses of the Non-Residential Units at the Property or prevent the existence of the new structure, including, but not limited to, the following:

    a. Certification Pursuant to Zoning Lot Subdivision D in CRFN 2007000175672;
    b. Zoning Lot Development and Easement Agreement in CRFN 2007000175671;
    c. Declaration of Zoning Lot Restrictions in CRFN 2007000175673;
    d. Waiver of Declaration of Zoning Lot Restrictions and Consent and Subordination to Zoning Lot Development and Easement Agreement in CRFN 2007000175669.

13. Any service contracts to be entered into and/or assumed by the Condominium at the First Unit Closing;

14. The lien of any unpaid real estate tax, and the lien of any water charges or sewer rents generally, (which shall be apportioned at closing);

15. Any service variations between tax lot lines and lines of recorded title;

16. Covenants, conditions, restrictions, easements and agreements set forth in Zoning Lot and Development Agreement, Zoning Lot Descriptions and Ownership Certifications and/or Zoning Lot Certifications to be recorded;

17. Standard printed exceptions contained in the form of title insurance policy then issued by the title insurance company insuring Purchaser's title to his Unit;

The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the First Unit Closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which the Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make as of the First Unit Closing. As set forth in the section of the Plan titled "Effective Date", in the event of a casualty which cannot be repaired for less than a cost which exceeds an amount equaling one half of one percent (.5%) of the Total Purchase Price set forth on the front cover of the Plan (as estimated with respect to the casualty by an insurance adjuster retained by Sponsor) and which occurs prior to the First Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such event all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

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

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;

The Purchase Agreements for all Units, other than "Affected Units" (as previously defined), 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.

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 his or her Affected Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty and (ii) his or her essential services (such as gas, electricity or heat) and a reasonably adequate means of ingress and egress to the street have been restored.

Notwithstanding the foregoing, if the Purchaser is given possession of the Affected Unit under an Interim Use and Occupancy Agreement or otherwise prior to the casualty, such Purchaser shall assume the risk of loss or other casualty with respect to the Unit, which loss or other casualty is not otherwise covered by either the Condominium's insurance or Sponsor's insurance, and the obligation to repair the damage, unless the cause of such loss originated outside his or her Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his or her failure to repair the damage shall not excuse him or her from paying the balance due under his or her Purchase Agreement and accepting title to the Unit. Purchasers should note that a Purchaser who takes occupancy pursuant to an Interim Use and Occupancy Agreement to the extent they have an insurable interest may wish to seek insurance for their personal property however a Purchaser who cannot obtain such insurance assumes the risk of loss not covered by insurance.

Should Sponsor decide to make repairs to an Affected Unit, such repairs shall be done within a reasonable amount of time after the occurrence of the casualty. However, notwithstanding anything to the contrary herein, the Sponsor and/or the Condominium will in no event be liable to Purchasers under this Plan, and the Sponsor will not be liable to the Condominium, in the event of any unforeseen delay, subject to force majeure, in repairing the damage.

All personal property located within the Unit on the date the Purchase Agreement is signed that is owned by the Sponsor is included in the conveyance to the Unit Purchaser. All personal property affixed to or located within the Common Elements that is owned by the Sponsor is included in the property transferred to the Condominium by the Declaration.

At the time of the First Unit Closing each mortgagee will (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Units; (b) subordinate the lien of its mortgage to the Declaration of Condominium; (c) release its lien on the Condominium Unit being conveyed and its interest in the common elements.

Sponsor shall, prior to the First Unit Closing and in accordance with the New York Condominium Act, arrange for the recordation in the New York County Office of the Register of the City of New York of the Declaration, the By-Laws and the filing in said office of a set of as-built floor plans of the Building showing the layout, location and approximate dimensions of the Units and the Unit designations, certified by the Tax Assessor of the City of New York as conforming to the official tax lot number for each such Unit and including an Architect's statement required by Section 339-p of Article 9-B of the Real Property Law of the State of New

York certifying that the plans fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built.

CLOSING ADJUSTMENTS WITH THE CONDOMINIUM BOARD

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

(a) Any Common Charges which are Sponsor's obligation for the period from the First Unit Closing to the end of the month in which same occurs;

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

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

(d) charges for oil and gas for the Common Elements, for which Sponsor shall obtain readings;

(e) charges for electricity for the Common Elements, for which Sponsor shall obtain a reading;

(f) charges under service and maintenance contracts and concession agreements, if any;

(g) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed or on the basis of meter readings if applicable, which Sponsor shall obtain;

(h) supplies on hand at Sponsor's cost (plus sales tax);

(i) premiums for transferable insurance policies, if any, provided that the amount and the extent of coverage conforms to the disclosures in this Plan in Schedule B set forth in Part I;

(j) vault charges, if any;

(k) such other items as are customarily included in closing adjustments in the City of New York;

The Condominium Board shall reimburse the Sponsor in full for any electric, utility or other utility construction deposits or security deposits paid by Sponsor. Such items are not items for closing adjustment.

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay into the Working Capital Fund of the Condominium the sum equal to two (2) months of Common Charges for the Unit being purchased at the time of the closing. This fund is to be used for payment by the Board of Managers of any net closing adjustment expenses owed

to Sponsor at the First Unit Closing. The amount of the net closing adjustment owed to Sponsor will be paid to Sponsor by the Board of Managers, without interest, by applying the contribution to Working Capital paid by each Purchaser at the closing of title to each Unit to the terms of a non-interest bearing note due on the first anniversary of the First Unit Closing to be executed by the Board of Managers at the First Unit Closing. Sponsor is hereby authorized to endorse the Working Capital contribution checks payable to the Board of Managers over to Sponsor and to apply such payments without any further action of the Board of Managers until the promissory note is paid in full. If the promissory note is not fully paid by the due date from such payments, the Board of Managers will pay the note in full from its general funds. The Board of Managers will be entitled to repay the note, in full only, at any time and without penalty. Sponsor will waive any net adjustments in its favor which would reduce the Working Capital Fund below zero (0) after making provision for the amount of monies that would be generated by the payment of Working Capital contribution for each Unit in the Building. If the result of the closing adjustment is a net credit in favor of the Condominium, or if any amounts remain after the promissory note has been fully paid, such amounts in the Working Capital Fund may be held or used at any time for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as well as determined by the Board of Managers in its sole discretion.

No provision has been made for any Reserve Fund or for any Working Capital Fund other than as set forth in Schedule B and/or above.

CLOSING OF TITLE TO UNITS

At the closing of title to an individual Unit the Purchaser will pay to the Sponsor the balance of the purchase price for the Unit and the Sponsor will deliver to the Purchaser a bargain and sale deed for that Unit with covenants against grantors acts. The form of Unit Deed is set forth in Part II of the Plan.

Closing of title shall take place concurrently with or after the following events have occurred:

(1) The issuance of a TCO or PCO for the Building, or, alternatively, the issuance of a TCO or PCO for the Unit closed. Sponsor shall complete construction and obtain a PCO for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the TCO, as same may be renewed, replaced or extended, expires. If, at the time of closing of title to the First Unit Sponsor has only obtained a "Class A" residential TCO covering such Unit, then Sponsor shall place in escrow with its attorney an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover (i) the cost to complete all alterations and improvements to the public portions and common areas of the Building, and (ii) the cost to obtain a "Class A" residential PCO covering that Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a "Class A" residential PCO covering the Building. Alternatively, upon approval by the Department of Law, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond or other collateral acceptable to the Department of Law.

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a PCO covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the DOB. A TCO is intended to indicate that the property conforms substantially to the DOB-approved plans and specifications and to the requirements of all applicable laws, rules, regulations for the uses and occupancies specified on the TCO, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. No change of use or occupancy shall be made unless a new TCO or PCO is issued. All TCOs 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 PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two (2) year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Furthermore, subject to Sponsor's consent, the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a PCO. Such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, and subject to the aforementioned delays, Sponsor and its principals are obligated to procure the PCO. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A Factsheet on certificates of occupancy is available on the DOB website at **http://www.nyc.gov/html/dob/ downloads/pdf/co_factsheet.pdf**.

(2) The recordation in the New York County Office of the Register of the City of New York of the Declaration, the By-Laws and the filing in said office of a set of as-built floor plans of the Building showing the layout, location and approximate dimensions of the Units and the Unit designations, certified by the Tax Assessor of the City of New York as conforming to the official tax lot number for each such Unit and including an Architect's statement required by Section 339-p of Article 9-B of the Real Property Law of the State of New York certifying that the plans fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built.

(3) The discharge of all duly recorded liens affecting the Unit to be closed and its undivided Common Interest and the recording of a partial release which releases such Unit and its undivided Common Interest from such lien, if any, as required by Section 339-r of the Real Property Law;

(4) The serving by personal delivery or registered or certified mail to the Purchaser written notice of the closing date not less than thirty (30) days prior to closing of title, unless Purchaser elects to waive the thirty (30) day requirement; and the affording to Purchaser of an opportunity to inspect the Unit and the Common Elements; and

(5) The amending of the Offering Plan by Sponsor with an amendment substantiating that the Plan has been declared effective and confirming that the Units to be closed have been constructed in accordance with the applicable plans and specifications and that Sponsor has satisfied, or will satisfy prior to closing of title, all of the requirements of this section titled "Closing of Title to Units".

At the closing of title to a Unit, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed within such Unit. The Board of Managers shall simultaneously execute and deliver to the Purchaser of such Unit an authorization to enforce such warranties on its behalf. At the First Unit Closing, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed in Common Elements. A copy of any manufacturer's warranties, to the extent available, will be delivered to the Board of Managers at the First Unit Closing or promptly thereafter.

UNIT CLOSING COSTS AND ADJUSTMENTS

1. General:

The estimated closing costs, expenses and adjustments to be borne by each Purchaser of a Unit will be as set forth below. Such costs are only estimates and are subject to change.

a. Payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Purchaser may order such insurance from any reputable title or abstract company authorized to do business in the State of New York, including Madison Title Agency, LLC (Tel. No. 877-462-3476) as agent for Old Republic Title Insurance Company. Title insurance rates are regulated by law, subject to the approval of the Department of Financial Services of the State of New York ("DFS"), and should be the same, regardless of the title or abstract company used, for any given property. Rates for fee title insurance as of the date of this Plan, as quoted by Madison Title Agency, LLC, are as follows, but are subject to change based on DFS approval: a base rate of $402.00 for the first $35,000.00 in coverage; $6.67 per thousand dollars of purchase price in excess of $35,000.00 up to $50,000.00, plus $5.43 per thousand dollars of purchase price in excess of $50,000.00 up to $100,000.00, plus $4.36 per thousand dollars of purchase price in excess of $100,000.00 up to $500,000.00, plus $3.98 per thousand dollars of purchase price in excess of $500,000.00 up to $1,000,000.00; plus $3.66 per thousand dollars of purchase price in excess of $1,000,000.00 up to $5,000,000.00.

Purchasers are required to accept such title as a reputable title or abstract company authorized to do business in the State of New York will provide, approve and insure at its regular rates and without additional premium, provided that the only liens, encumbrances and conditions affecting title shall be Permitted Encumbrances, as described in the "Terms of Sale" section of this Plan. Therefore, Sponsor is not obligated to cause the title company that Purchaser chooses to omit any exception to title if another reputable title or abstract company that is authorized to do business in the State of New York is willing to insure Purchaser's title without any such exception, 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.

b. Recording fee for recording the deed and power of attorney of approximately $500.00;

c. If a purchase money mortgage is obtained from a lending institution, the Purchaser may expect to incur the following costs:

1. Legal fees of the lending institution's attorney;

2. Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as quoted by Madison Title Agency, LLC, as of the date of this Plan are as follows: a base rate of $344.00 for the first $35,000.00 in coverage; $5.55 per thousand dollars of coverage in excess of $35,000.00 up to $50,000.00, plus $4.54 per thousand dollars of coverage in excess of $50,000.00 up to $100,000.00, plus $3.64 per thousand dollars of coverage in excess of $100,000.00 up to $500,000.00; plus $3.31 per thousand dollars of coverage in excess of $500,000.00 up to $1,000,000.00; plus $3.05 per thousand dollars of coverage in excess of $1,000,000.00 up to $5,000,000.00. Please note that if a mortgage title policy is purchased simultaneously with a fee insurance policy and through the same company, insurance coverage rates shall be discounted;

3. A mortgage recording tax of one and eight tenths percent (1.80%) of the first ten thousand dollars ($10,000.00) of the amount of the mortgage executed by the Purchaser and a mortgage recording tax of two and five one-hundredths percent (2.05%) of the amount of the balance of the mortgage actually executed by Purchaser for mortgages in the amount of less than $500,000.00. For mortgages of $500,000.00 or more the rate is two and one hundred seventy-five thousandths percent (2.175%). Please note the discussion of Mortgage Tax Credit below. Institutional Lenders are required to pay one quarter of one percent (.25%) of the two and five one-hundredths percent (2.05%) tax, thereby reducing Purchaser's cost to one and eight tenths percent (1.80%) less $30.00, for mortgages less than $500,000.00 and 1.925% less $30.00 for mortgages of $500,000.00 or more;

4. Recording fee of approximately $650.00 for (i) recording of the Purchaser's Mortgage and the partial release of mortgage and termination of any Uniformed Commercial Code Financial Statement related to the Unit and any underlying Mortgage, construction loan or otherwise, obtained by Sponsor and (ii) ACRIS service fee of the title company related to the required filing of real estate transfer tax forms;

5. Commitment fee or origination fee, appraisal fee, application fee, credit fee, if any, charged by the lending institution;

d. New York City Real Property Transfer Tax, currently equal to one percent (1%) of the purchase price with respect to the Residential Units which are sold for less than $500,000.00 and which has been increased to 1.425% where the consideration is equal to or greater than $500,000.00. It is customary in real estate transactions involving sales of multi-family buildings or single family homes for

the seller to pay these transfer taxes and the transfer taxes in (e) immediately below;

In condominium transactions, either the seller or the Purchaser can pay these transfer taxes. Though it is the obligation of a seller to pay these transfer taxes, the obligation is assumed by a purchaser if such obligation is imposed on the purchaser by the terms of the sale. Under the Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a closing cost. For purposes of paying this tax with respect to this project, consideration also includes, but is not limited to, the amount of New York City Real Property Transfer Tax and New York State Transfer Taxes (deed stamps) and any of Sponsor's costs to be paid for the Unit paid by Purchaser;

In the event that the taxing authority of the City of New York determines that the conveyance of either (i) a Residential Unit together with the licensing of a Storage Compartment, or (ii) more than one (1) Condominium Unit to the same Purchaser is taxable at the "commercial transfer tax rates," then in such event, the transfer tax to be paid by Purchaser shall be 1.425% of the aggregate consideration, discussed above where the consideration is $500,000.00 or less, and 2.625% of the aggregate consideration when the consideration is greater than $500,000.00. In the event that the City of New York determines additional transfer taxes are due following an audit of any closed transactions, it shall be the Purchaser's sole obligation, which shall survive the closing, to respond to and defend such audit and pay any additional tax imposed.

e. New York State Real Estate Transfer Taxes (deed stamps), which are currently at the rate of $2.00 per each $500.00 of consideration or part thereof. For purposes of paying this tax with respect to this project, consideration also includes the amount of New York City Real Property Transfer Tax and deed stamps to be paid for the Unit;

f. Contribution to the Working Capital Fund in the amount equal to two (2) months of Common Charges for the Unit being purchased at the time of the closing, payable to the Board of Managers;

g. Legal fee of Sponsor's attorneys in the amount of $2,750.00 per Unit, payable to D'Agostino, Levine, Landesman & Lederman, LLP provided that an additional fee of $750.00 per closing shall be due for closings which occur outside the offices of Sponsor's attorneys;

Furthermore, a legal fee of $750.00 shall be payable to Sponsor's attorneys for the work involved in processing any assignment of a purchase agreement or contract of sale. It is noted that no such assignments are permitted without the prior written consent of Sponsor. A legal fee of $750.00 shall be payable for the work involved as a result of any adjournment by a Purchaser beyond that permitted under any

right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $750.00 shall be paid by Purchaser to Sponsor's attorney's for each cancellation and/or release if prepared by such firm pertaining to other than a termination relating to the Mortgage Financing Contingency;

h. Real estate taxes from the midnight preceding the date of the closing through the end of the tax payment period within which the closing date occurs, which shall be either a quarter (1/4) of a year or one half (1/2) of a year, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in closing of title by Purchaser;

i. Under the State Tax law, Section 1402-a, a tax of one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) is payable by the grantee (Purchaser) on each conveyance of residential real property, including condominium units, where the consideration for the entire conveyance is $1,000,000.00 or more (the "Mansion Tax"). Residential real property includes a 1 to 3 family house, an individual condominium unit and a cooperative unit that is or may be used, in whole or in part, as a personal residence. The Mansion Tax applies to conveyances occurring on or after July 1, 1989 other than conveyances pursuant to binding written contracts entered into on or before February 16, 1989. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes, but is not limited to, the amount of New York City Transfer Tax and deed stamps and any of Sponsor's costs, to be paid for the Unit paid by Purchaser.

In addition to the above costs, each Purchaser of a Unit will be responsible for the fees and expenses of his or her own attorney, if any. As a result of the variable factors with respect to each Unit, such as purchase price, terms of a possible mortgage commitment, fees of Purchaser's attorney and fees of the attorney representing Purchaser's lending institution, Sponsor suggests that Purchaser review their closing costs with an attorney.

The Purchaser will be required to pay to the Board of Managers Common Charges allocable to his Unit and any Storage Compartment Monthly License Fees, if applicable, monthly in advance. Common Charges assessed during the month in which title closes shall be adjusted with the Sponsor as of the midnight preceding the closing date, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any Common Charges and any Storage Compartment License Fees, if applicable, which Sponsor was obligated to pay to the Board of Managers as a result of any unauthorized delay in closing of title by Purchaser. The amount of such Common Charges and any Storage Compartment Monthly License Fees, if applicable, to be assessed against each Unit and Storage Compartment, if applicable, will be fixed by the Board of Managers. Common Charges and any Storage Compartment License Fees, if applicable, to be

initially assessed are expected to conform to those shown in Schedules A and A-1, respectively, contained herein.

Notwithstanding anything herein to the contrary, if, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally Scheduled Closing Date and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustments for real estate taxes and Common Charges and any Storage Compartment Monthly License Fees, if applicable, will be made as of midnight of the day preceding the originally Scheduled Closing Date regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the Purchase Price of the Unit and Storage Compartment License, if applicable, for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date but in no event shall this percentage be usurious in violation of New York State law. If, through no fault to Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

Water and sewer charges shall be adjusted between the Sponsor and the Condominium as of midnight preceding the First Unit Closing.

If the Units have not been separately assessed for real estate tax purposes prior to the First Unit Closing, and such First Unit Closing occurs during a tax payment period, Sponsor will have previously paid the real estate taxes through the end of such tax payment period. For example, if the First Unit Closing occurs on January 1, 2018, Sponsor will have paid the real estate taxes for the Property through December 31, 2017. Sponsor shall place in escrow in the name of the Condominium's Board of Managers at the First Unit Closing money sufficient to pay the real estate taxes for six (6) months subsequent to the date of the First Unit Closing. If the real estate taxes have already been paid for all or part of this six (6) month period, then this six (6) month period shall be reduced by the amount of time subsequent to the First Unit Closing for which the taxes have been paid. For example, if the First Unit Closing occurs on January 1, 2018, and real estate tax have been paid through December 31, 2017, then Sponsor shall be required to place two (2) months into escrow in the name of the Condominium's Board of Managers to cover real estate taxes since four (4) months of real estate taxes have already been paid by Sponsor for the six (6) month period. If any escrow amount is due, Sponsor shall have the right to reduce this escrow on a Unit by Unit basis by requiring each Purchaser to fund into escrow, at such Purchaser's Unit Closing, the amount necessary, on the basis of percentage of Common Interest, to cover the period for which real estate taxes have not been paid for such Unit up to six (6) months from the First Unit Closing or an amount necessary to pay the amount of allocated taxes for the Unit which will be due on the next tax payment date (which in New York City is either July 1st or January 1st). At the option of Sponsor, this funding may occur in addition to Purchaser paying such funds to its mortgagee, or by paying such monies into the escrow held by the Board of Managers. Sponsor shall pay the real estate taxes from this escrow

account when they are next due and shall be entitled to reimbursement from any Unit Owner who either did not pay any money into escrow or paid less than was required to cover the real estate taxes attributable to such Unit for the time Purchaser owned the Unit.

Subsequent to this six (6) month period, until a separate assessment for each Unit has occurred, each Unit Owner or its mortgagee shall, on January 1st and July 1st of each year, pay to the Board of Managers, for the purpose of paying such Unit Owner's share of the real estate taxes for the ensuing six (6) months, an amount determined by multiplying such Unit Owner's percentage of Common Interest by the aggregate real estate taxes assessed against the tax lot comprising the Property for the six (6) month time period. The Board of Managers shall keep all such funds in a separate account for the purpose of paying the real estate taxes for the Property when due. Sponsor shall also pay into this special account with respect to any Units owned by it.

At Unit Closings individual Purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax payment period within which the closing date occurs. However, Sponsor shall be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in closing of title by Purchaser. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of percentage Common Interest and adjustment on the basis of actual apportionment, it shall be made at that time.

2. Mortgage Tax Credit

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

> "In the event the proceeds of a construction mortgage were applied to construction of a unit of a condominium submitted to the provisions of this article, or in the event that a unit submitted to the provisions of this act was subject to a blanket mortgage whose proceeds were applied exclusively to payment of the construction mortgage or to capital expenditures or expenses for the development or operation of the condominium, or to purchase of land or buildings for the condominium provided that such purchase was no more than two (2) years prior to the recording of the declaration of condominium, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage taxes (except the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three (§253(1)(a)) of the tax law) that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the purchaser's pro-rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage."

If Sponsor has paid a mortgage recording tax for a construction loan and/or blanket mortgage on the Property and in the event that a mortgage tax credit becomes available pursuant to the above Section of the New York Real Property Law, then it is specifically understood that such credit shall inure to the benefit of the Sponsor. Accordingly, at closing, each Purchaser electing mortgage financing shall pay an amount equal to the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At closing the Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

The entire contents of this Paragraph "2" as well as those in Paragraph 1 above, as same may be revised or amended, shall be deemed to be incorporated into the Purchase Agreement for each Unit.

A numerical example for the costs set forth in this section of the Offering Plan for a typical Residential Unit (201) with a purchase price of $785,000.00 and a mortgage of $628,000.00 are estimated as set forth below. Tax, insurance and recording rates are subject to change.

1.	Title insurance for fee and mortgage, including the simultaneous fee discount $2,706.00 ($2,174.00 fee) ($532.00 mortgage);	$ 2,706.00
2.	Recording costs for deed and power of attorney $235.00;	$ 235.00
3.	Mortgage recording tax (including payment to Sponsor pertaining to mortgage tax credit, if any) $13,629.00 ($12,059.00 Borrower) ($1,570.00 Lender);	$ 13,629.00
4.	Recording cost of mortgage, partial release and UCC Termination Statement $370.00;	$ 370.00
5.	New York City Real Property Transfer Tax $11,186.25;	$ 11,186.25
6.	New York State Real Estate Transfer Taxes (deed stamps) $3,140.00;	$ 3,140.00
7.	New York State Mansion Tax $0;	$ 0.00
8.	Legal fee of Sponsor's attorney (assuming the closing takes place in the office of Sponsor's attorneys, no assignment and no unauthorized delay in closing by Purchaser) $2,750.00;	$ 2,750.00
9.	Working Capital Fund (2 months common charges) $2,153.58;	$ 2,153.58
10.	Real Estate Tax Escrow and Real Estate Tax Adjustment	

For a closing occurring on January 1, 2018, second half 2017/2018 real estate taxes will have been paid. Therefore, for first half 2018/2019 real estate taxes, due July 1, 2018, six (6) months of real estate tax escrow would be picked up. For Unit 201, this amount would be estimated at $3,603.24 based upon Unit 201's percentage common interest multiplied by the estimated first half 2018/2019 tax liability for the Condominium, as estimated by Metro and as set forth in their Real Estate Tax Estimate in Part II herein. It is also noted that for a January 1, 2018 closing, where the second half of 2017/2018 real estate taxes will have been paid, Purchaser would have to reimburse Seller for six (6) months of real estate taxes. For Unit 201, based upon Unit 201's percentage percentage contributing share multiplied by the estimated second half 2017/2018 tax liability for the Condominium, as estimated by Metro, this amount would be equal to $61.38.	$ 3,603.24
Other fees which cannot be estimated because they pertain to events outside of Sponsor's control and/or statutory requirements include purchaser's attorneys' fee, lender's attorneys' fee, possible commitment fee or loan origination fee, appraisal fee, application fee, credit check fee and monthly Common Charges prospectively from the closing date.	
Total	$ 39,773.07

RIGHTS AND OBLIGATIONS OF SPONSOR

No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Pursuant to 13 NYCRR 20.5(c)(4) of the Attorney General's Regulations, in the event that Sponsor is unable to perform its obligations pursuant to the Offering Plan, Sponsor shall cease all sales activity and amend the Offering Plan to disclose its current financial condition. The amendment will also provide that Purchasers, will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter.

The project is being financed from Sponsor's own funds and construction loan financing being provided by Bank Hapoalim, B.M. (hereinafter the "Construction Lender"). The terms of the Sponsor's construction loan financing, provide that so long as Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than a minimum sales price determined by the loan documents. Sponsor represents that all of the offering prices as set forth in Schedule A set forth in Part I of the Offering Plan will be at or above the minimum sales prices required by the loan documents. Upon the payment by Sponsor of a release price for each Unit which shall be generated by the proceeds from each Unit closing until the loan is paid in full, the Sponsor shall have the Construction Lender agrees to partially release the Unit closed from the lien of its construction loan. Additionally, pursuant to the loan documents, the Sponsor will not lease any portion of the Property without the consent of the Construction Lender.

Sponsor makes the representations set forth below with respect to certain obligations under the Plan.

1. The Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction of the Units and Common Elements for the authorized and proper work performed and fixtures, material and equipment supplied or installed in said construction.

2. The Sponsor will diligently, expeditiously and at Sponsor's own cost and with the proceeds of any construction financing, complete the construction of the Units and Common Elements in accordance with the plans and specifications described herein. If any work still remains to be done to complete such work, provided such work will not prevent the issuance of a PCO, Sponsor, at Sponsor's own cost and expense, will perform or cause all such work to be performed and will supply or cause all material therefor to be supplied and will pay for such work and materials and discharge or bond all mechanics' liens which may be filed as a result of the construction of the Units or Common Elements. Prospective purchasers are advised that for a period following the First Unit

Closing, but no later than up to six (6) months from the First Unit Closing, some of the services and facilities described herein may not be available during the First Year of Operation.

Prospective Purchasers are advised that for a period following the First Unit Closing some of the services and facilities described in the Plan (such as the Storage Compartments and the bicycle room) may not be available during the First Year of Condominium Operation. These services will be available no later than six months from the First Unit Closing. However, at all times after the First Unit Closing of any Residential Unit, the lobby will be attended by a Virtual Doorman. See the footnotes to Schedule B for additional details concerning staffing and service contracts. If the Storage Compartments are not available at the time of the closing of a Residential Unit for which the Purchaser also entered into a Storage Compartment License, any portion of the closing costs allocated to the Storage Compartment will be escrowed at closing and held until such time as a TCO is issued for that portion of the Premises.

The Sponsor reserves the right to substitute for any of the materials or any of the construction procedures specified in either the New Building Plans, the Description of Property and Building Specifications or elsewhere in the Plan, materials which are of Equal or Better Quality and design and/or construction procedures which are of Equal or Better Quality as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment and procedures described in this Plan and in the architectural plans on file, but, due to the possible unavailability of materials and supplies or for any other reason, Sponsor may substitute materials, fixtures, appliances and equipment which are of Equal or Better Quality and design and/or similar construction procedures for any of those set forth in the specifications or otherwise in this Plan.

The Sponsor also reserves the right, without altering the total amount of space contained in the Building, to change the size, interior layout and location of any Unit or the number of Units, provided such changes are disclosed in an amendment to the Offering Plan and are made in accordance with the Section of the Plan titled "Changes in Prices or Units" set forth in Part I herein.

Changes will be made in the size, location or number of Units and/or Storage Compartments, the respective percentage of Common Interest of Units, or in the amount of other improvements or quality of Common Elements or adversely affect the value of a Unit and/or Storage Compartment, except as otherwise provided herein, only with the consent of all Unit Owners directly affected, and by amendment to the Plan and also by amendment to the Declaration if the Declaration was filed prior to such change. To be directly affected the change in the size of a Unit and/or Storage Compartment must be to such Unit Owner's Unit and/or Storage Compartment or the change must be to his or her Unit's percentage of Common Interest, or adversely affect the value of his or her Unit and/or Storage Compartment, or in the amount of other improvements or quality of

Common Elements which he or she is entitled to use. However, Sponsor shall not be obligated to obtain consent of any Unit Owner for changes made prior to the execution of a Purchase Agreement for the affected Unit or Units and Storage Compartment License(s), if applicable, provided such changes are made by amendment to the Offering Plan and to the Declaration if the Declaration was filed prior to such change.

Changes to the size or layout of a Unit or Storage Compartment or percentage of Common Interest of a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to the Purchaser or changes in the amount or quality of Common Elements directly affecting or servicing a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to Purchaser shall be made only with the written consent of the Purchaser of such Unit or Storage Compartment. Notwithstanding the foregoing, such changes may be made, provided all directly affected Unit Owners consent in writing to such change and all directly affected Purchasers who are still contract vendees either consent in writing to such changes or are given the right to rescind and receive from Sponsor a return of any deposit or Down Payment for fifteen (15) days from the date of mailing or personal delivery of written notice from Sponsor.

3. The Sponsor, at Sponsor's sole cost and expense, will obtain, prior to the closing of a particular Unit, the issuance of a TCO or PCO for the Unit closed. Sponsor shall complete construction and obtain a PCO for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the TCO, as same may be renewed, replaced or extended, expires. If, at the time of closing of title to a Unit Sponsor has only obtained a TCO covering such Unit, then Sponsor is required to maintain all deposits and funds in the special escrow account required by GBL Section 352-e(2-b), or place in escrow with the Escrow Agent an amount, as determined by Sponsor's architect, which is sufficient in such architect's certified opinion to cover (i) the cost which is reasonably necessary to complete the work needed to obtain a PCO. Such escrowed amount shall be released to Sponsor or its designee upon the obtaining of a PCO allowing for Class A Multiple Dwelling covering the Building. Alternatively, upon approval by the Department of Law, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond or other collateral acceptable to the Department of Law.

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a PCO covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the DOB. A TCO is intended to indicate that the property conforms substantially to the DOB-approved plans and specifications and to the requirements of all applicable laws, rules, regulations for the uses and occupancies specified on the TCO, but

means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. No change of use or occupancy shall be made unless a new TCO or PCO is issued. All TCOs 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 PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two (2) year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Furthermore, subject to Sponsor's consent, the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a PCO. Such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, and subject to the aforementioned delays, Sponsor and its principals are obligated to procure the PCO. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A Factsheet on Certificates of Occupancy is available on the DOB website at **http://www.nyc.gov/html/dob/ downloads/pdf/co_factsheet.pdf**.

Purchasers should note that even if the first closing of a Residential Unit occurs on or before January 1, 2018 (or such other date projected as the date of the commencement of the first year of operation of the Condominium at the time that their Purchase Agreement was entered into) or within the twelve-month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a TCO has not been issued for such Units or for the floor on which such Units are located. In such cases, provided that Sponsor is diligently pursuing completion of construction and the issuance of a TCO for the subsequent Units and is otherwise in compliance with its obligations under the Plan, Purchasers will not be entitled to a right of rescission or able to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase prices for their Units. **PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN MAKING A DETERMINATION AS TO WHETHER TO ENTER INTO A CONTRACT TO PURCHASE A UNIT.**

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a PCO is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a PCO has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a TCO or PCO caused by alterations made by such Unit Owner. Nevertheless, the obligation to obtain the PCO remains that of Sponsor and its principals. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the certificate of occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

4. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with its operation and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred, or in connection with the sale of all of the Units held or owned by the Sponsor, except as noted in the section of the Plan titled "Closing Costs and Adjustments," and will pay or have paid, except as otherwise provided in the Plan, all selling expenses of Sponsor, including, but not limited to, advertising and printing costs, architect's fees, attorneys' fees, organization costs, brokerage commissions, engineers' fees, appraisal and any surveying fees and costs.

5. The Sponsor will pay all Common Charges, real estate taxes, special Assessments and other expenses allocable to any Units owned by the Sponsor, so long as Sponsor shall continue to own the same. However, Sponsor, where Purchaser has caused an unauthorized delay in closing of title, shall be entitled to certain reimbursement of real estate taxes, Common Charges and interest. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units and Storage Compartment Licenses. Sponsor's financial obligations to the Condominium will be funded from sales proceeds. If this source proves insufficient Sponsor shall seek funds from the construction lender, if any, or another lender.

   Notwithstanding anything herein to the contrary, until title to all Units has been conveyed, the Sponsor or its designee as owner of any Unsold Units, may decide that Sponsor will, at Sponsor's or Sponsor's designee's sole option and discretion, pay in lieu of payment of each Unit's Common Charges, provided that such "in lieu" payments are

less than the Common Charges then due, an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest) of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan.

In the event that Sponsor or its designee as the owner of all Unsold Units elects to have Sponsor make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund payments required by Sponsor's lenders; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, and during the period that Sponsor controls the Board of Managers, there will not be an assessment for any item set forth in the approved Budget of the Condominium.

6. Prior to the First Unit Closing, all liens affecting the Property shall be paid and satisfied or bonded or the Units being conveyed and their appurtenant Common Interest shall be released therefrom by partial release duly recorded.

7. The Sponsor will promptly correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to substantially improper workmanship or materials substantially at variance with the architectural plans and specifications, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit, or, if a Residential Unit, any Residential Limited Common Elements appurtenant to such Unit, affected within six (6) months from the date of closing of title to such Unit or, with respect to General Common Elements, Residential Common Elements, and/or Non-Residential Common Elements, that Sponsor is notified by the Board of Managers within one (1) year from the First Unit Closing. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to substantially improper workmanship or material substantially at variance with the architectural plans and specifications, provided it is notified of such defects in writing by the Unit Owner as to such Unit, or, if a Residential Unit, any Residential Limited Common Elements appurtenant to such Unit, within one (1) year from the closing of title to such Unit or is notified by the Board of Managers with respect to General Common Elements, Residential Common Elements, and/or Non-Residential Common Elements, within one (1) year after the issuance of the first certificate of occupancy covering such General Common Element, Residential Common Element, and/or Non-Residential Common element in question. Notwithstanding anything

contained in the Offering Plan to the contrary, Sponsor shall be obligated to construct the Premises in accordance with all applicable codes, filed plans and specifications. If there are any inconsistencies between the disclaimers contained in the Offering Plan and Sponsor's obligation to construct the Premises in accordance with all applicable codes, filed plans and specifications, the latter shall control. Sponsor, in its sole discretion, shall select the method of correcting any defect. On three (3) days' notice from Sponsor, the Board of Managers and/or the Unit Owner in question shall allow Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building or the Unit in question on any weekday which is not celebrated as a federal or state holiday to inspect and/or correct such defect. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications.

Sponsor shall be deemed to have discharged any obligation it may have with respect to patent or latent defects, as the case may be, if (i) Sponsor is not notified within the time periods specified herein or (ii) the Board of Managers and/or the Unit Owner in question prevents Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building or the Unit in question as provided herein, or (iii) Sponsor shall have corrected the defect in accordance with the practice of the industry as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. Sponsor makes no warranties as to kitchen appliances, except that it will assign to the Purchaser any manufacturer's warranties thereon and any manufacturer's warranties existing for other items in Purchaser's Unit to the extent same are assignable and Sponsor will assign to the Board of Managers warranties as to equipment and appliances, if any, installed in the common elements to the extent same are assignable.

Notwithstanding the foregoing, Sponsor will not be responsible for correcting or repairing any latent defects of construction or defects in the installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen, or others, are assigned to the Board of Managers or Unit Owners. **In addition, in no event shall the Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal settling or shifting of the Building; (ii) for defects of an insubstantial nature, such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, nail pops, ridging and cracking on sheet rock walls, lumber shrinkage, door sticking or window sticking due to weather, door warpage, scratches in Formica or porcelain surfaces, bath and kitchen tile grouting, adjustment of any bi-fold or sliding doors, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation between base and floor, (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, (iv) variations in any floor levels, (v) ceiling imperfections, (vi) minor painting defects, (vii) alignment of bathroom finishes, (viii) air infiltration from windows, (ix) normal plumbing system, heating system and air conditioning system**

noises, (x) normal floor noises and creaking, (xi) carpet or floor discoloring or stretching, (xii) variations in width, length or tone of wood floor strips, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, (xiii) repair of chips, scratches, marks, breaks or other defects in windows and window sashes, sliding glass doors, shower doors, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, ceramic tile, marble floors, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets and flooring, (xiv) subsequent to the Unit Closing, paint touch-ups, repairs of dented appliances, or replacement of fluorescent light ballasts, (xv) cracks or variations in tone, finish or color of any marble, granite or stone used in kitchens or bathrooms or cracks, variations in tone, finish or color of vanity tops or other marble, granite or stone aggregate surfaces, (xvi) salting or color variation in exterior colored mortar and deep colored brick, (xvii) ponding and/or controlled drainage on the roof surface, or (xviii) cracks in any pressure treated wood or redwood used or intended for use outside the Building. Sponsor shall be obligated to repair only abnormally chipped stone, Formica and porcelain surfaces, which repair shall be made by grinding the stone, filling the Formica or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, Formica or porcelain surfaces.

Except as expressly set forth herein, Sponsor has no obligation to correct or repair any other defect or conditions in the Units, Common Elements or the Building and all other installations, apparatus, fixtures and appurtenances. The foregoing sets forth the entire obligation of Sponsor to correct any defects and none other shall be implied. Sponsor shall have no obligation to repair or replace any defect resulting from the failure by the appropriate Unit Owner or the Board of Managers to properly service or maintain a particular item or items. Additionally, Sponsor shall have no obligation to repair or replace any defect resulting directly or indirectly from work done by any individual or entity retained by the Board of Managers or any Unit Owner(s).

Notwithstanding any provision to the contrary herein, Sponsor shall not be obligated to correct, and shall not be liable to any Purchaser as a result of, (i) any immaterial variations from the plans and specifications or the description of the Building or a Unit set forth in the Offering Plan or (ii) immaterial variations from the plans and specifications or description of the Building or a Unit set forth in the Offering Plan which are neither in violation of applicable building codes, nor require approval of any governmental authority having jurisdiction, provided such variations are of substantially Equal or Better Quality.

8. The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the First Unit Closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other

acts over which the Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make as of the First Unit Closing.

As set forth in the section of the Plan titled "Effective Date," in the event casualty which cannot be repaired for cost of less than an amount equaling one half of one percent (.5%) 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 Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such case all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

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

The Purchase Agreements for all Units, other than "Affected Units" (as previously defined in the section of the Plan titled "Terms of Sale"), 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.

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 his or her Affected Unit has been repaired as near as reasonably possible to its condition immediately prior to the casualty and (ii) his or her essential services (such as gas, electricity or heat) and a reasonable means of ingress and egress to the street have been restored.

Notwithstanding the foregoing, if the Purchaser is given possession of the Affected Unit under an Interim Use and Occupancy Agreement or otherwise prior to the casualty, such Purchaser shall assume the risk of loss or other casualty with respect to the Unit, which loss or other casualty is not otherwise covered by either the Condominium's insurance or Sponsor's insurance and the obligation to repair the damage, unless the cause of such loss originated outside his or her Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his or her failure to repair the damage shall not excuse him or her from paying the balance due under his or

her Purchase Agreement and accepting title to the Unit. A Purchaser who takes occupancy pursuant to an Interim Use and Occupancy Agreement to the extent they have an insurable interest may wish to seek insurance for their personal property however a Purchaser who cannot obtain such insurance assumes the risk of loss not covered by insurance.

Should Sponsor decide to make repairs to an Affected Unit, such repairs shall be done within a reasonable amount of time after the occurrence of the casualty. However, notwithstanding anything to the contrary herein, the Sponsor and/or the Condominium will in no event be liable to Purchasers under this Plan, and the Sponsor will not be liable to the Condominium, in the event of any unforeseen delay, subject to force majeure, in repairing the damage.

9. Sponsor shall deliver to The Board of Managers a set of as-built architectural plans upon completion of the project.

10. Sponsor shall procure on behalf of and at the expense of the Condominium, prior to the First Unit Closing, the insurance policy(ies) provided for in Schedule B of Part I of the Plan.

11. Sponsor shall be obligated to defend any suits or proceedings arising out of its acts or omissions, and shall be obligated to indemnify the Board of Managers 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.

Sponsor's representations under the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

12. Sponsor shall keep copies of the Plan, Exhibits and documents referred to in the Plan on file at Sponsor's offices for six (6) years from the date the Declaration is recorded.

13. In the event of the dissolution or liquidation of the Sponsor or the transfer of the lesser of ten (10) Units or twenty percent (20%) or more of the total number of Units in the Condominium, the principals of the Sponsor will provide financially responsible entities

or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

14. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the Declaration are a substantially accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction or rehabilitation of buildings.

15. During the time the principal of the Sponsor controls the Board, it is within its sole power to enforce the obligations of the Sponsor pursuant to the Plan and pertaining to the Common Elements. Regardless, the Board has a fiduciary duty to act in the best interests of the Condominium even during the period of time that the Sponsor controls the Board and disputes that arise between the Board and the Unit Owners shall be resolved in accordance with the arbitration procedures set forth herein. Therefore, Sponsor agrees that during such period it will, in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose. Article III, section 3 of the By-Laws provides that a Special Meeting of the Unit Owners may be called upon a petition signed by a majority of the Unit Owners which is those Unit Owners having greater than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy.

16. Sponsor shall not be obligated to make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupants"). Prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit or Storage Compartment shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. However, the Sponsor may not lease Units without restriction prior to the Plan being Consummated. the only permitted occupancy before the Plan Consummation is via an interim use and occupancy agreement signed in conjunction with a Purchase Agreement. In the event that Unsold Units are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units and/or Storage Compartments are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of Units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit and

Storage Compartment License, if applicable. The decision of Sponsor to withhold Units and Storage Compartment Licenses, if applicable, from sale and/or rent same may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and Storage Compartment, if applicable, and/or the price which they are able to obtain for the Unit and Storage Compartment License, if applicable.

Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units and/or Storage Compartments after consummation of the Offering Plan, there is no commitment on the Sponsor's part to sell more Units than the fifteen percent (15%) necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1.(b) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to designate thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to those Board Members designated by the Non-Residential Unit Owners. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. Purchasers of any leased Units will be purchasing Units that have been previously occupied. Sponsor will notify purchasers of Units that have been previously occupied prior to the execution of a Purchase Agreement of such occupancy and will set forth the condition in which such Unit will be delivered (including outstanding warranties, if any.) There shall be no obligation of Sponsor or any other offeror of such Unit to decorate, refurbish or in any way repair such Unit.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of Units in a building or group of buildings be sold before a lender will consider making a loan. Thus, is may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the Units in the building or group of buildings, which in some cases may be as high as seventy percent (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 ten percent (10%) or more. It also may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Each of the obligations of the Sponsor contained in this section shall be enforceable by any Unit Owner as to his Unit or the Board of Managers on behalf of the Unit Owners as to Common Elements. The representations contained in paragraphs 1 through 16 of this section shall survive delivery of the deed. Sponsor makes no other representation or warranties except as provided above. However, nothing herein shall be construed to limit any rights which Purchasers may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and the Offering Plan.

Sponsor's Rights of Access

(a) General

As a condition of sales of Units and Storage Compartment Licenses pursuant to this Plan, Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants any and all easements and rights of access, in and to Units, Storage Compartments, and all other Common Elements consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder.

(b) Examples of Specific Easements and Rights of Access Reserved by Sponsor

Without in any way limiting the generality of rights reserved in Paragraph "a" above, such rights reserved to Sponsor and its designee(s) specifically include the following:

1) The right to maintain any vacant and Unsold Unit(s) as general and sales and leasing office(s) and/or Model Residential Unit(s) and to maintain personnel at the Property, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection by and display of vacant or leased Units and/or Storage Compartments, as well as all other Common Elements to prospective purchasers or lessees;

2) Right of access in and to Units, Storage Compartments, and all other Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing (including but not limited to garbage collection) and similar work;

3) Right to show vacant or leased Units and/or Storage Compartments;

4) Utility and other easements for the benefit of Unit Owners and Common Elements.

Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor shall exercise all rights of access so as to limit, to the extent practicable, unnecessary interference with use of the Property by Unit

Owners. Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor agree to repair damage directly attributable to and caused by Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor or its agents as a result of exercising such rights of access.

Sponsor's Right to Perform Alterations

Sponsor (and its successors, assigns and designees) shall have the right to alter any Unit, Storage Compartment, or other Common Element subject to filed amended plans and/or specifications, and consistent with the terms of this Plan.

Amendments to Condominium Declaration and By-Laws

Notwithstanding anything to the contrary contained herein, the Sponsor or its designees shall have the right to amend the Declaration, By-Laws and/or certificate of occupancy without the consent of the Board of Managers and/or Unit Owners provided such amendments have no material adverse effect on other Unit Owners and/or the Common Elements (except for Limited Common Elements existing for the exclusive use of only Units owned by the Sponsor or its designees). Should such an amendment have a material adverse effect on a purchaser of a Unit in contract, Sponsor shall offer to such purchaser a right to rescind his purchase agreement pursuant to 13 NYCRR 20.5(a)(5) of the Attorney General's Regulations.

MANAGEMENT AGREEMENT AND OTHER CONTRACTUAL ARRANGEMENTS

Management Agreement

At or prior to the First Unit Closing, the Condominium Board (hereinafter the "Board") will enter into a management agreement with Douglas Elliman Property Management. ("Managing Agent"), having an office at 675 Third Avenue, New York, New York 10017.

The Managing Agent will receive a stated annual fee of $35,000.00, payable in equal monthly installments. Such fee will be paid by the Board and will be charged to all of the Unit Owners as a Shared Common Expense. It is Sponsor's opinion that the projected annual management fee for the Building is a comparable market rate for property management of similar buildings.

The term of this Agreement shall commence as of the first unit closing and shall continue in force for one (1) year unless sooner terminated as hereinafter provided. Thereafter, this Agreement, if not sooner terminated, will be deemed automatically renewed for intervals of thirty (30) days until canceled by either party hereto on thirty (30) days' prior notice. If either party shall fail to perform or abide by any of its material obligations herein, the other party shall have the right to terminate this Agreement at the end of any calendar month on not less than thirty (30) days' prior notice, unless such default is cured within said thirty (30)-day period. This Agreement is not assignable.

Notwithstanding the above provisions, this Agreement may terminate at the option of either party in the event of bankruptcy, insolvency, receivership, or assignment for the benefit of creditors of or by the other party. The option is exercisable by notice to that effect to the other party.

Duties of the Managing Agent:

Pursuant to the proposed management agreement, the duties and services to be rendered by the Managing Agent include, among others:

(a) Routine supervision of 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's Board of Managers (the "Board") and implemented by the Managing Agent.

(b) Through the use of Condominium's building service employees and/or independent contractors retained on behalf of the Condominium, cause the common elements of the Condominium, hereinafter referred to as the "Common Elements", to be maintained in such condition as may be deemed advisable by the Board, including interior and exterior cleaning, and

routine repairs and incidental alterations as may be required or appropriate in the course of ordinary maintenance such as electrical, plumbing, steam fitting, carpentry, masonry and elevator repairs and decorating, subject only to the limitations contained in this Agreement. The Managing Agent shall provide Condominium with advice about the operation of the mechanical equipment in the Property. Ordinary repairs or alterations involving an expenditure in excess of Two Thousand Five Hundred ($2,500.00) Dollars for any one item shall be made only with the prior approval of the Board, but emergency repairs immediately necessary for the preservation or safety of the Property or for the safety of unit owners, tenants, or other persons, or required to avoid the suspension of any necessary service in the Property, may be made by the Managing Agent, irrespective of the cost thereof, without the prior approval of the Board. The Managing Agent shall make reasonable efforts to notify the Board prior to making any such emergency repair, and shall in all events notify the Board promptly after making any such emergency repair.

(c) Take such action as shall be necessary or desirable to comply with any and all orders or violations affecting the Common Elements placed thereon by any federal, state, county or municipal authority having jurisdiction there over, and orders of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body, subject to the same limitation on the amount of the expenditure contained in Paragraph (b) of this Section in connection with the making of repairs and alterations, except that if the failure to promptly comply with any such order or violation would or might, in the Managing Agent's reasonable judgment, expose the Board or the Managing Agent or its affiliates, or their respective officers, directors, employees, Managing Agents or representatives, to civil or criminal liability, and the Board is not contesting such order or violation in good faith, the Managing Agent may cause such order or violation to be complied with, without the prior approval of the Board. Managing Agent shall make reasonable efforts to notify the Board prior to taking action to comply, and shall notify the Board promptly after taking such action. The Managing Agent shall promptly notify the Board in writing of any orders or violations affecting the Condominium or the Common Elements of which Managing Agent has actual notice.

(d) Enter into contracts in the name of and at the sole expense of the Condominium as Managing Agent may deem appropriate for electricity, gas, steam, air-conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, detective agency protection, vermin extermination and other services or such of them as shall be advisable, but any such contract having a term longer than one (1) year or requiring annual payments in excess of Two Thousand Five Hundred ($2,500.00) Dollars must be authorized in advance by the Condominium.

(e) Purchase on behalf of the Board all supplies which shall be necessary to properly maintain and operate the Property, and cause such suppliers to credit to Board any discounts or commissions obtained for the purchases or otherwise.

(f) Upon request by the Board, cause to be effected and/or maintained (if obtainable) in such amounts and through such carriers as the Board shall designate or approve, "all risk" property insurance covering the Property, its contents and loss of rents; boiler insurance; general and

umbrella liability; directors' and officers' liability; crime; workers' compensation; New York disability; and any other insurance the Condominium may elect to carry.

(g) Review all bills received for services, work and supplies ordered in connection with maintaining and operating the Property; pay or cause to be paid all such bills and also pay or cause to be paid payroll, water charges, recurring utility bills, including, but not limited to electric, gas, steam and fuel oil, sewer rents, as and when the same shall become due and payable or at the Condominium's direction. All such payments will be made from the account of the Condominium.

(h) Unless otherwise instructed by the Board, accept applications and obtain references from all prospective unit owners, tenants and subtenants, obtain credit reports, if deemed advisable, relating to and at the expense of prospective unit owners, tenants and subtenants of space proposed to be sold, leased or subleased by the Condominium or unit owners. Services to unit owners, tenants and subtenants are subject to the applicable provisions contained in Section 8 (a) of this Agreement.

(i) Schedule the moving in and out of unit owners, tenants and subtenants, and, as far as possible, arrange the dates thereof so that there shall be a minimum of disturbance to the operation of the Property and of inconvenience to other unit owners, tenants or subtenants.

(j) In a timely fashion, bill or cause to be billed unit owners and Condominium's tenants and licensees for common charges, rents and other charges and use commercially reasonable efforts to collect such common charges, rents and other charges. When and if directed by the Board, and on its behalf and at its cost and expense, engage an attorney (i) to serve notices upon unit owners, tenants or licensees to quit and surrender space occupied by them; (ii) to sue for common charges, rents and other charges which may at any time be or become due, as aforesaid, from any unit owner, tenant or licensee in respect of space in the Property; and (iii) to institute other appropriate proceedings to recover possession of such space.

(k) Consider and, when reasonable, attend to the complaints of unit owners and tenants and keep complaint log. If the Managing Agent shall deem any such complaint unreasonable or if Managing Agent cannot resolve the complaint, it shall advise the Board of the complaint and the reason for its opinion that the complaint is unreasonable or the reason the complaint cannot be resolved.

(l) Cause 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 employment of Condominium's building service employees and maintenance and operation of the Property required by any federal, state or municipal authority.

(m) Render or cause to be rendered to the Board, not later than the 20th business day of each month, monthly statements (supported by bills to the Treasurer) for the preceding month. Upon request, Managing Agent shall provide the Board with access to its online computer system by

providing telephone access for the Board through the Board's modem and equipment which access will allow the Board to obtain information about the Property's operation.

(n) Set up and maintain separate and accurate books of account, checkbooks, payroll and other corporate books and records of the Condominium, and maintain orderly files of all correspondence, insurance policies, minute books, leases and subleases, and all other documents and papers pertaining to the Property or the operation thereof (collectively called "documents"), and the documents shall be, and shall at all times remain, the property of the Condominium, and the Managing Agent shall, upon request of the Board, make the documents available to the Board, the Board's officers, accountants, attorneys or other representatives and shall deliver up the documents to the Board or its aforesaid agents on written demand from the Board. In furtherance of the provisions of this Paragraph, the Board shall furnish Managing Agent with duplicates of any books and records, including bank statements, as may be maintained by the Board. Any documents not required for the current operation of the Property shall be delivered to the Board, or stored at the Condominium's cost and expense.

(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 Condominium required by any governmental authority. Upon receipt from the Condominium's accountant, Managing Agent shall send to each unit owner of the Condominium a copy of the annual report.

(p) Prepare and submit annually to the Board of Managers of the Condominium, an operating budget setting forth the anticipated income and expenses for the Condominium for the ensuing year, a comparison of said budget to the income and expenses of the preceding and current years, and any reasonably required explanations with respect thereto.

(q) When requested, send notices to the Board and unit owners regarding, prepare agendas for, and cause a representative of its organization to attend, meetings of the unit owners and meetings of the Board and, if requested by said Board, have its representative act as secretary, and record and keep minutes of such meetings. Whenever attendance by representatives of Managing Agent is desired at any such meetings, it is understood that every reasonable effort will be made by Board to schedule these meetings at Managing Agent's Site office, if provided, at a sufficiently early hour so that they can be adjourned not later than 7:30pm.

(r) Prepare and send out to all unit owners all letters, notices, and reports that the Board may reasonably request.

(s) If the Condominium considers the tentative assessed valuation of the units of the Condominium by the local tax jurisdiction excessive, cooperate with the Condominium's attorneys (engaged at Condominium's cost and expense) in the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of the City of New York, and if the Condominium shall not have any regular attorney, upon request of the Board, and upon its behalf and at its cost and expense, retain special counsel reasonably acceptable to

Condominium to prepare such application (with Managing Agent's cooperation) and to institute tax certiorari proceedings.

(t) Process applications by unit owners of the Property for permission from the Board to alter their apartments; forward such applications to the Board or at the Board 's direction, to the Board's architect or engineer; subject to the Board's consent, retain on behalf of Board an architect or engineer to review plans and specifications; coordinate with the Board's superintendent and with the unit owner undertaking the alteration, for the use of the Property's services and equipment, if necessary. The Managing Agent shall, subject to Board's consent, retain Board's architect or engineer to be responsible for supervising the actual alterations by tenants and for verifying that the alterations are performed in accordance with the proposed plans submitted to the Board and in accordance with applicable New York City fire, health, building and other similar laws and codes relating to construction or alterations.

(u) Generally, do all things reasonably deemed necessary or desirable by the Board for the proper management of the operations of the Common Elements.

(v) Oversee and administer labor contracts for building staff.

(w) Oversee and administer all bases for commercial or retail tenants/and other outside operating agreements.

Authority of Managing Agent:

(a) The Condominium authorizes the Managing Agent, for the Condominium's account and on its behalf, to perform any act or do anything reasonably necessary or desirable in order to carry out the Managing Agent's duties described above, and everything done by the Managing Agent under such provisions shall be done as Managing Agent of the Condominium, and all obligations, costs or expenses incurred shall be for the account, on behalf, and at the cost and expense, of the Condominium. The Managing Agent shall not be liable or responsible for any such obligation, cost or expense.

Any payments made by the Managing Agent hereunder shall be made out of such funds as the Managing Agent may from time to time hold for the account of the Condominium, or as may be provided by, the Condominium. The Managing Agent shall not be obligated to make any advance to, or for the account of, the Condominium or to pay any amount except out of funds held or provided as aforesaid, nor shall the Managing Agent be obligated to incur any liability or obligation unless the Condominium shall furnish the Managing Agent with the necessary funds for the discharge thereof.

If the Managing Agent shall voluntarily advance for the Condominium's account any amount for the payment of any obligation or necessary expense connected with the maintenance or operation of the Property or otherwise, the Condominium shall immediately reimburse the Managing Agent for all such discharged funds.

(b) The Board on behalf of the Condominium will maintain at all times in its operating account with Managing Agent funds in an amount reasonably required for the operation of the Property. In the event of the existence of a substantial shortfall in the funds available to properly maintain the Property, Managing Agent shall promptly give notice of the shortfall, and Condominium shall be in default of a material obligation hereunder. In that event, Managing Agent shall not be liable to Condominium for failure to perform its duties under this Agreement.

(c) The Managing Agent is hereby authorized: (i) to employ, on behalf of the Condominium, a bank or other recognized payroll service for the purpose of issuing payroll checks for Condominium's employees and making periodic payroll tax filings and payments on behalf of the Condominium, and (ii) to execute on behalf of the Condominium, upon the Condominium's prior written consent, such agreements, authorizations, powers of attorney and other documents as may be required by such service in order to perform the aforementioned duties.

Deposit of Condominium's Funds in Trust Account:

All funds collected by the Managing Agent for the account of the Condominium will be deposited in a federally insured bank or trust company, and held in a segregated account in the name of the Board for the Condominium, and will not be commingled with other funds collected by the Managing Agent as Managing Agent for others or for Managing Agent's own account. The Managing Agent shall be under no liability or responsibility for any loss resulting from the insolvency of any such depository.

Owner's Indemnification and Obligations:

(a) The Board on behalf of the Condominium will indemnify, defend and hold harmless Managing Agent and its affiliates, their respective shareholders, officers, directors, partners, employees, representatives, assigns and Managing Agents (hereinafter referred to as the "Indemnified Parties"), on demand, from:

(i) All losses, claims, demands, liabilities, damages, injunctive relief, fines, penalties, costs and expenses, statutory or otherwise (including, but not limited to, reasonable attorneys' fees, consultants' fees, expenditures, expenses and court costs), hereinafter collectively called "claims", sustained or incurred for injury to any person or property in, about and in connection with the Property, from any cause whatsoever;

(ii) All claims for all acts performed by the Managing Agent pursuant to this Agreement or the instructions of the Condominium;

(iii) All claims that may arise based on Managing Agent's status as Managing Agent of the Property;

(iv) All claims for any act or omission of an employee of the Condominium;

(v) All claims in actions, administrative investigations and/or proceedings in connection with or arising out of, in whole or in part, any violation or failure to comply with environmental laws whether local, state or federal; and

(vi) All claims that may arise based on an event or action which either (A) occurred prior to appointment of Managing Agent as Managing Agent for the Property or (B) may arise after the termination of this Agreement by reason of actions of persons or entities other than Managing Agent, provided, however, any such indemnification under subsections (i) through (vi) hereof shall not cover any claims resulting from Managing Agent's gross negligence or willful misconduct. In each of the foregoing instances, Managing Agent shall promptly advise the Condominium and/or its insurance company of its receipt of information concerning any such claims, provided that the failure to so notify shall not relieve the Condominium of its obligations hereunder.

(b) The Board of Managers on behalf of the Condominium will maintain in full force and effect, at its expense, general and umbrella liability insurance with limits of not less than $25,000,000.00 per occurrence and in the aggregate. Such insurance will include Managing Agent and its affiliates as named insured and the Board will deliver a copy of such liability policies to the Managing Agent or a certificate evidencing the same within ten days of its expiration each year. Notwithstanding anything contained in this Agreement to the contrary, the Indemnified Parties will not be liable to Condominium for any matter which is covered by the insurance policies maintained by the Condominium. In addition, the Condominium shall maintain worker's compensation, New York State Disability and Fidelity insurance. To the extent obtainable, such insurance shall include Managing Agent as a party insured. The Fidelity insurance shall contain a managing agent rider, and provide that the Condominium will be held harmless by the surety in an amount not less than $100,000 from any loss of money or other personal property belonging to the Condominium or for which the Condominium is legally liable, caused by larceny, embezzlement, forgery, misappropriation, wrongful abstraction or any dishonest or fraudulent acts committed on or after the date hereof by the Indemnified Parties.

(c) The Managing Agent shall require all contractors (at all tiers) engaged or employed by the Managing Agent on behalf of Condominium providing any work, services, labor, materials or equipment in connection with any of the services to carry and maintain insurance, at all times while engaged in the performance of such services, and to provide Managing Agent with certificates of such insurance.

(d) The Condominium shall promptly observe and comply with all present or future laws, ordinances, requirements, orders, directives, rules and regulations of all governmental authorities affecting the Property.

It is expressly understood and agreed that the foregoing provisions shall survive the termination and/or expiration of this Agreement, but this shall not be construed to mean that the Condominium's or Managing Agent's liability for any action or liability prior to such termination or expiration does not survive as to other provisions of this Agreement.

Managing Agent's Fees for Services:

(a) As of the first anniversary of the commencement of this agreement and thereafter at twelve-month intervals, the annual fee of $35,000.00 shall be increased by an amount equal to the management fee for the immediately preceding twelve-month period multiplied a percentage equal to the percentage increase during the immediately preceding calendar year in the Consumer Price Index, Urban Wage Earners, New York/Northeastern New jersey, as published by the Bureau of Labor Statistics, U.S. Department of Labor. However, the percentage shall be no less than 2% or more than 4%.

(b) The Condominium shall reimburse Managing Agent for all reasonable out-of-pocket expenses incurred by Managing Agent in the performance of its duties under this Agreement including, but not limited to, the cost of maintaining an on-site office for the Property Manager to use, if applicable, messenger expenses, storage charges for Condominium's documents and filing fees. In the event that an on-site administrative assistant or other on site personnel is necessary for a period of time, the cost of that on site personnel shall be paid by the Managing Agent and reimbursed by the Condominium.

A fee at Managing Agent's prevailing rates shall be charged for the New York City real estate tax rebate program (as long as it remains in effect), for annual window guard and lead-based paint compliance, fire safety compliance, and for payroll and personnel obligations. The current rebate program, window guard and lead-based paint compliance, fire safety compliance, and payroll fees are set forth in Schedule A below.

The Managing Agent is hereby authorized to deduct and retain the amounts due to it from the Condominium out of funds collected by it for the account of the Condominium, and the Condominium shall pay any deficiency on demand. Nothing contained in this Agreement shall prevent the Managing Agent from collecting a fee from any unit owner or tenant of Condominium for any service rendered by Managing Agent at the request of such unit owner or tenant which is outside the scope of this Agreement.

Unit Owner or Resident Fees:

(a) For services in connection with the processing of each application for the sale or lease of a unit and for other services as described above, Managing Agent shall charge such fees as it shall from time to time charge its owners. Managing Agent shall give the Condominium not less than thirty (30) days' notice of a change in such fees. The current fees are set forth in Schedule A attached to this Agreement. The Condominium authorizes Managing Agent to collect these fees directly from the party requesting the service.

(b) For services as described above in connection with the preparation, review and processing of an apartment alteration agreement submitted by a unit owner a fee of $500.00 will be charged to the unit owner upon submission of the application for the alteration agreement to the Managing Agent.

Notices:

All notices, requests, consents, approvals, demands or other communications required or permitted to be given under this Agreement shall be effective only if in writing and personally delivered or sent by certified or registered mail to the Managing Agent at the address of the Managing Agent indicated herein or to the Condominium addressed to the Board's (Attention: President) at the address of the Property. Either party may designate a substitute address or addresses by notice to the other party given in accordance with this Article. Notices shall be deemed given if sent by mail, three (3) days after deposit with the United States Postal Service and if personally delivered, upon receipt. Notwithstanding the foregoing, any notice of change of address shall not be effective until received.

Schedule A – Condominium Fees

Current fees for services to be provided by the Managing Agent:

Sale or Lease of Unit (w/ Broker)	$ 650.00
Sale or Lease of Unit (No Broker)	$ 650.00
Renewal of Lease (same tenant)	$ 400.00
Transfer of Title	$ 400.00
Lead Based Paint Disclosure Fee (if required)	$ 100.00

In addition, Managing Agent shall charge out-of-pocket costs incurred by Managing Agent including the costs of any credit reports it is required to order, postage fees, messenger and duplicating costs.

Current fees for services pursuant to certain fees are:

Payroll Fees	$17.00/employee per month
Window Guard and Lead-Based Paint Compliance*	$ 5.00 per unit per year
Fire Safety Compliance	$ 4.00 per unit per year
Real Estate tax Rebate Program	$12.00 per unit per year
Copies	$ .12 per page

*If applicable

Other Contractual Agreements

It is anticipated that a full-time, non-resident superintendent, a part-time non-resident porter and 2.8 lobby attendants will be retained by the Condominium subsequent to the First Unit Closing. Projected labor costs are set forth in Schedule B in Part I of the Plan and its footnotes. In addition, the Virtual Doorman noted below will service Unit Owners as of the First Unit Closing and until the Building is at full staffing.

Sponsor has reserved the right, prior to the First Unit Closing, to modify, renew and replace any existing agreements and to enter into new agreements that will be binding on the Condominium Board, provided that there will be no material increase in the estimated Common Charges for the "Projected Budget for the First Year of Condominium Operation."

The current service contracts which are anticipated to be effective at the date of the First Unit Closing or service contract projections pertaining to the future operation of the Building include:

Exterminating	$ 4,000.00
Landscaping	$ 5,000.00
Flowers	$ 3,500.00
Central Station Monitoring	$ 5,000.00
Uniforms	$ 3,000.00
Fire Extinguishers	$ 2,000.00
Fire Alarm	$ 5,000.00
Sprinkler	$ 5,000.00
HVAC Service	$ 20,000.00
Water Treatment	$ 5,000.00
Window Washing	$ 5,000.00
Metal, Wood, Marble Maintenance	$ 15,000.00
Virtual Doorman	$ 20,000.00

CONTROL BY SPONSOR

Title to all Units which have not been sold by the time of the First Unit Closing will remain with the Sponsor or its designee(s) until such Units shall thereafter be sold to bona fide purchasers. Such sales do not require a right of first refusal to the Board of Managers. Until the first annual meeting of the Condominium, the Board of Managers shall consist of three (3) persons designated by Sponsor. Accordingly, until such first annual meeting, Sponsor will have absolute voting control of the Board of Managers and will thus have control of maintenance, facilities and services to be provided, as well as determining the Common Charges to be paid by Unit Owners. Sponsor, including any designee thereof, shall relinquish voting control of the Board of Managers, if it has such control, upon the earlier of (i) the transfer of title to Units, the percentage Common Interest of which, in the aggregate, exceeds ninety percent (90%) or (ii) five (5) years after the First Unit Closing (thus ending "Sponsor's Initial Control Period"). Notwithstanding anything to the contrary herein, during Sponsor's Initial Control Period, the Sponsor-designated members of the Board of Managers shall not prevent the Board of Managers from voting to compel Sponsor to enforce its obligations to the Condominium under the Offering Plan, as amended. Furthermore, if any one (1) or more Unit Owner-elected members of the Board of Managers proposes a vote of the Board of Managers on whether to initiate a lawsuit against Sponsor on behalf of the Condominium, any Sponsor-designed members of the Board of Managers shall recuse themselves from such vote. However, Sponsor will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of five (5) managers, with three (3) members elected by the Residential Unit Owners (including Sponsor or its designee as to Unsold Units) and one (1) member designated by each of the two (2) Non-Residential Unit Owners (including Sponsor or its designee as to Unsold Units), within thirty (30) days after the earlier of (i) the closing of title to Units whose percentage of Common Interest, in the aggregate, exceeds ninety (90%) percent or (ii) two (2) years after the First Unit Closing. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to its relinquishing voting control of the Board of Managers Sponsor will not use such vote to elect a particular individual to the Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board. Subsequent to the expiration of Sponsor's Initial Control Period, all Board members, other than those members which the Sponsor or its designee have the right to designate pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to those Board Members designated by the Non-Residential Unit Owners. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

As long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the First Unit Closing, the Board of Managers may not, without the

Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed three percent (3.00%) of the budgeted expenses of the Condominium or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (iv) increase the number or change the type of employees from that described in Schedule B of the Offering Plan or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan, unless the annual cost of all other services being provided is no greater than the total cost of those provided for in Schedule B. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent, (i) amend the Declaration or the By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with: the offer and sale or leasing of Units and/or Storage Compartments at the Property; the operations of sales or leasing offices at the Property; actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor to comply with applicable laws in construction, renovations or repair of Units. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer.

Members of the Board of Managers will serve without compensation. All officers of the Condominium shall also serve without compensation. Sponsor represents that for as long as it or any of its designees are members of the Board of Managers neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee or the Non-Residential Unit Owners, a member of the Board of Managers may be removed from office with or without cause by the affirmative vote of Unit Owners owning in the aggregate a percentage of Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or the Non-Residential Unit Owners may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or the Non-Residential Unit Owners) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Non-Residential Unit Owners, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

An officer may be removed, with or without cause, by an affirmative vote of a majority of the members of the Board of Managers.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sale or Lease of Unit

Each Unit Owner is free to sell or lease his Unit, except that a Unit Owner must first give to the Board of Managers, on behalf of all other Unit Owners, an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered by the proposed purchaser or lessee, as more specifically provided for in Article VIII, Section 1 of the By-Laws of the Condominium. This right of first refusal is also discussed in the subsequent section, "Rights and Obligations of Board of Managers and Summary of By-Laws". The Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law. Any such lease of a Unit shall be substantially in the form for leases prepared by the Real Estate Board of New York, Inc., ("REBNY") except as otherwise provided in the By-Laws and except for such changes thereto as are recommended by counsel to the Board of Managers.

Notwithstanding the foregoing, the Sponsor, its designee, the Non-Residential Unit Owners, or a mortgagee acquiring title to a Unit in foreclosure or by deed in lieu of foreclosure, shall have the right to sell or lease Units owned by the Sponsor, its designee, the Non-Residential Unit Owners or such mortgagee without any requirement that the same be offered to the Board of Managers prior to such sale or lease as required pursuant to the aforementioned Article and Section of the By-Laws. The Board of Managers shall be required to cooperate in providing appropriate physical access to any such Unit and related Common Elements, as well as all financial information regarding same.

The Sponsor also hereby reserves the right to lease a Unit to the Purchaser of said Unit prior to the conveyance of title. No Unit will be leased to a Purchaser or Non-Purchaser prior to the consummation of the plan unless Sponsor does so pursuant to an Interim Use and Occupancy Agreement. In addition, Sponsor reserves the right to lease Units to non-purchasers after consummation of the Offering Plan without limitation as to the rents to be charged therefor except such rents shall not be in violation of any applicable law. If, in fact, prior to the sale of a Unit, the Sponsor leases such Unit to any person or entity who does not purchase, the initial purchaser thereof will be purchasing a Unit that has been previously occupied. In all such cases Sponsor will deliver title to such Units at closing free and clear of any tenancy or occupancy. No amount paid as either rent or security under the lease will be credited towards the purchase price. Sponsor also reserves the right to use license agreements in lieu of or in addition to the leases.

Each purchasing Unit Owner, at the closing of title to his or her Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney," designating the Board of Managers and their successors, as his or her attorneys in fact, coupled with an Interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners.

Each Conveyance of Unit by a Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's: (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit, other than mortgages placed on such Unit in compliance with the By-Laws, are paid and satisfied at or prior to closing.

The Condominium Board may not discriminate against any person for a reason proscribed by the laws of the State of New York.

A Unit Owner may, without restriction, make a gift of his Unit to anyone during his lifetime, to devise such Unit by will or to pass same by intestacy.

No residential lease shall be entered into by Sponsor having a commencement date which is prior to the issuance of a TCO or PCO for the Building, or, alternatively, the issuance of a TCO for the Unit which permits lawful use of the leased Unit.

With the exception of the Non-Residential Units, no portion of a Unit other than the entire Unit may be leased.

Mortgage of Units

Each Unit Owner is free to mortgage his Unit, provided that any mortgage encumbering a Residential Unit shall be a first mortgage or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, the Sponsor, Sponsor-designee, or to the Seller of such Unit(s). Purchasers pursuant to this Plan, however, if they seek mortgage financing, shall be required to follow procedures set forth in the Purchase Agreement in Part II of the Plan. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. The Non-Residential Unit Owners may encumber their Units with a mortgage or mortgages without being subject to the aforementioned instructions. Such restrictions also do not apply to Unsold Units. NOTWITHSTANDING THE FOREGOING, IF ANY INITIAL PURCHASER WHO PURCHASES PURSUANT TO THIS OFFERING PLAN SEEKS MORTGAGE FINANCING, SUCH PURCHASER SHALL BE REQUIRED TO FOLLOW THE PROCEDURES FOR MORTGAGE FINANCING SET FORTH IN THE OFFERING PLAN AND THE PURCHASE AGREEMENT. Prior to or simultaneously with the closing of any mortgage transaction, the Unit Owner must satisfy all arrearage for any unpaid Common Charges and assessments owed by such Unit Owner and discharge any liens therefor.

Easements and Right of Access

Each Unit Owner shall have an easement in common with the Owners of other Units to use and maintain all pipes, ducts, cables, wires, conduits, public utility lines or other Common Elements located in other Units and serving his Unit. In addition, each Unit Owner shall have an easement for the continuance of any encroachment by the Unit on any adjoining Unit or on any Common Element, now existing or which may come into existence hereafter as a result of the settling or shifting of the Building, or as a result of restoration of the Building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or by reason of any alteration made by the Board of Managers to the Common Elements so that any such encroachment may remain undisturbed so long as the Building stands. The Board of Managers, through a designated manager, managing agent, or their employees or other designee shall have a right of access to each Unit to inspect and make repairs to the Unit to prevent damage to the Common Elements or any other Unit.

Use of Units

The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitee shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner 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 Residential Unit Owner or permitted lessee; (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 as the primary occupant of the Residential Unit and is not being designated to use the Residential 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 or in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or

ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

The Non-Residential Units may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that the Retail Unit may not be used for the following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial establishment or other commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high-worth collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes. The Community Facility Unit's use is limited to not-for-profit organizations, medical facilities and educational facilities all serving the community.

No sale, lease or sublease or use of all or any portion of a Non-Residential Unit shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of a Non-Residential Unit, or any part thereof, or to apply for or cause any amendment to the Building's certificate of occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or a Non-Residential Unit Owner, as applicable.

The Non-Residential Unit Owners and any tenant or tenants of the Non-Residential Units pursuant to the terms of any leasing pertaining thereto, shall have the right, without charge or limitation, and without the consent of the Board of Managers, to install, repair, replace, and maintain either within or in the immediate location of the Non-Residential Units below the windows at the second (2nd) floor level and on the sidewalk adjacent to the Non-Residential Units' entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes. Additionally, the Non-Residential Unit Owners shall have the right, without charge or limitation, to erect or install, repair, replace, and maintain either within or in the immediate location of the Non-Residential Units below the windows at the second (2nd) floor level and on the sidewalk adjacent to the Non-Residential Units' entrance or entrances, a canopy and/or awning for advertising purposes or an automatic teller machine ("ATM") to be used in conjunction with the use of the Non-Residential Unit at any entrance to the Building which services the individual Non-Residential Unit only, without prior written consent of the Board of Managers. The Unit Owner and any tenant of space in the Non-Residential Units shall

comply with all the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Non-Residential Unit Owners or their tenant(s) shall obtain and pay for all permits required for such signs, canopies and/or awnings/ATM, and any necessary renewal fees to the extent they are applicable to such installations.

The Non-Residential Unit Owners shall also have the right without consent of the Board of Managers, charge or limitation, to install, repair and maintain window protection devices. The Unit Owners and any tenant of the Non-Residential Units shall comply with all the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes ad as required by insurance underwriters. The Unit Owners or their tenants shall also obtain and pay for all permits required for such installation and any necessary renewal fees.

Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale," "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one foot (1') by two feet (2'). Additionally, the right is reserved by Sponsor and its designee to maintain and staff one or more vacant and unsold Units in the Building as a sales office and/or model Unit(s). Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

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.

Unless expressly authorized by the Board of Managers in each instance, not less than eighty percent (80%) of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

No window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior

glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Non-Residential Unit, be colored or painted.

No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit, unless required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused at the sole discretion of the Board of Managers, nor shall anything be projected out of any window of any Residential Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

No exterior of any Residential Unit, including the roof terraces, balconies or the windows or doors thereof, patios, if any, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

Plantings on any balconies or terraces shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches (2") from the terrace surface, and, if adjoining a wall, at least three inches (3") 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 wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches (3") from the wall, with the 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 balcony or terrace, but shall stand on supports at least two inches (2") 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. There shall be no blockage of drainage on any terrace by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers. No plantings shall be permitted on any balcony without the prior written consent of the Board of Managers.

No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Residential Unit Owner. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements, which are not limited to the exclusive use of a specific Residential Unit Owner.

Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his Unit or to add an additional lock, provided that such lock conforms in color with the other lock or locks and a copy of the new key is provided to the Board of Managers.

No Residential 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 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 Residential 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 Residential Unit Owner's Unit between midnight 12:00 A.M. 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 Residential 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 Residential 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.

Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows, open terraces or placed upon the window sills of the Building.

Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose and allowable pursuant to the laws, codes and ordinances of New York City only at such times and in such manner as the Board of Managers may direct. Each Unit Owner shall comply with all requirements of law and regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "nonrecyclable" materials. The Board of Managers may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against the Unit Owner of recycling requirements imposed by law or by the Board of Managers, including, (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any government agency shall be payable by the Unit Owner as additional Common Charges.

Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

Except for Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. However, notwithstanding the above, no Unit Owner shall be permitted to have a pit bull terrier or similar type dog which has shown vicious propensities without express prior written permission of the Board of Managers. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide television and internet service to the Units.

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

The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any heating, electrical or mechanical equipment area without the express permission of the Board of Managers.

All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit, except that the Owner of a Non-Residential Unit may install and use extra equipment in the risers and conduits servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

No Residential Unit Owner shall use or permit to be brought into the Building any flammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the written consent of the Board of Managers.

Except as provided above, the Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

Any damage to the Building or equipment caused by Unit Owners, Unit Owner's family members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except for the Storage Compartments at the cellar level, maintenance storage, or where specifically designated as such; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon, except if a use of the Non-Residential Unit shall increase the rate of hazard and liability insurance for such area and improvements situated thereon, the Owner of such Non-Residential Unit shall pay the increase.

Except as otherwise provided for in the Condominium Declaration and/or By-Laws, the sidewalks, entrances, passages, public halls, 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.

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

There shall be no playing or lounging in the entrances, passages, public halls, corridors, stairways of the Building, except in recreational areas, if any, or other areas designated as such in the Declaration or by the Board of Managers.

The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements, but excluding the Residential Limited Common Elements, devoted to storage, recreation, or service purposes in the Building.

Nothing shall be done or kept in any Unit, Storage Compartment, or in any other 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, licensed Storage Compartment, if applicable, or in any other 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.

The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one (1) 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.

The Board of Managers or the Managing Agent shall retain a pass-key to each Residential Unit and Storage Compartment. No Residential Unit Owner shall change any lock on any door leading into his Residential Unit or Storage Compartment, without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit promptly after such Unit Owner moves into his Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Residential Unit for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his Residential

Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

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 be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

The use of (i) the common recreational area located on the roof of the Building and (ii) the residential storage areas located at the cellar level, and (iii) bicycle room located at the cellar level of the Building, by any of the Residential Unit Owners shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion.

The use of the bicycle room, common recreational area located on the roof of the Building, including any and all equipment located thereon, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any such equipment.

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 Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (1) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.

Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the non-public areas of the main roofs of the Building.

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 Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

The Rules and Regulations of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit unless agreed to by Sponsor or a Sponsor-designee, as the case may be, or to the Non-Residential Unit Owners unless agreed to by the Non-Residential Unit Owners.

Determination of and Liens for Non-Payment of Common Charges

Each Unit Owner shall have an obligation to pay Common Charges, Assessments and Special Assessments or other expenses, including Storage Compartment Monthly License Fees, if applicable, when due. Common Charges for each Unit which shall include "Shared Common Expenses" and either "Residential Common Expenses" attributable to the Residential Units only, or "Non-Residential Common Expenses" attributable to the Non-Residential Unit only, as set forth in "Schedule B, Projected Budget For First Year Of Condominium Operation Beginning January 1, 2018" herein and further defined in the footnotes thereto, and shall be determined by multiplying that Unit's Contributing Share by the total annual net expenses incurred or anticipated to be incurred for those items listed in Schedule B herein, together with the expense of any special repairs, major capital improvements or other expenses deemed by the Board of Managers to be a part of the Common Expenses and to be paid as Common Charges, all in accordance with Article VI, Section 1 of the By-Laws of the Condominium. Common Charges will be established on an annual basis and be paid in equal monthly installments, due and payable on the first day of each month. The Board of Managers may, in accordance with Article VI, Section 1 of the By-Laws, impose Assessments as it deems necessary, to meet unanticipated or extraordinary expenses, including, but not limited to, expenses incurred for major capital improvements. The Assessment to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable. A Special Assessment with respect to repair or reconstruction after a fire or other casualty, as set forth in Article VI, Section 3 of the By-Laws, is also determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Non-Residential Unit Owners will not be obligated to contribute towards any reserve fund for the repair, maintenance and/or replacement of the Residential Common Elements or Residential Limited Common Elements.

Under the provisions of Section 339-z of the Real Property Law of the State of New York, the Board of Managers on behalf of the Unit Owners will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Such lien will be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on a first mortgage of record thereon. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of notice thereof in the Register of the City of New York, County of New York and until all sums secured thereby with the interest thereon shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Board of Managers to recover the unpaid Common Charges without foreclosing the lien.

Real Property Law ("RPL") Section 339-kk allows a condominium's Board of Managers the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if the Non-Occupying Unit Owner is not current on his or her common charges, assessments or late fees. In order to collect rents directly from the Tenant, the Unit Owner must fail to make the payment of Common Charges, Assessments or late fees within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and Unit Owner providing that, commencing immediately and until such time as all payments for all Common Charges, Assessments or late fees are made current, all rental payments are to be made directly to the Condominium Association at the address provided in the notice. Once all Common Charges, Assessments or late fees are current, the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such and that thereafter all future rental payments should be made to the Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present its supporting facts at the next scheduled Board meeting (which must be held within 30 days of the Board receiving notice of contest). Section 339-kk also allows the Board the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Upon the failure of a Unit Owner to pay Common Charges for the Unit within fifteen (15) days of the same becoming due and payable, the Board of Managers shall have the right to place a lien against the Unit Owner's Unit for the unpaid Common Charges as set forth above. Failure of the Board of Managers to place such a lien shall not constitute a waiver of the right to do so at a later date or with respect to a subsequent failure to pay within the designated time.

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

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 by him of his Unit, with appurtenant Common Elements, in accordance with the Declaration and By-Laws.

All Unit Owners shall be required to comply with the Declaration, By-Laws, Rules and Regulations of the Condominium and with any other requirements duly imposed by the Board of Managers pursuant to the authority granted to them. The Board of Managers shall have the power to impose appropriate sanctions where a Unit Owner is in default. Such sanctions include placing a lien against the Unit Owner's Unit, instituting foreclosure proceedings and filing suit against a Unit Owner.

Repairs

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except painting the exterior side of a Unit entrance door), windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning units together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning equipment or other mechanical equipment.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the Board of Managers as a Non-Residential Common Expense, if such Limited Common Element is a Non-Residential Common Element for the exclusive use of the Non-Residential Unit Owners and whether or not that it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, repairs that are not caused by the acts or omissions of the Non-Residential Unit Owners, or (iii) by the individual Unit Owner, whether a Residential Unit Owner (involving a

Residential Limited Common Element) or the Non-Residential Unit Owners, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense of the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Limited Common Element) or the Non-Residential Unit Owners, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v), at the election of the Board of Managers, by the Board of Managers or the individual Unit Owner, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect. The City of New York has no responsibility to maintain the Common Elements of the Condominium.

Additions, Alterations and Improvements

A non-structural alteration to a Residential Unit or the Non-Residential Units that does not affect the exterior of the Building or the value of other Units may be made by any Residential Unit Owner or the Non-Residential Unit Owners without consent of the Board of Managers. Notwithstanding the above to the contrary, Sponsor or its designee, or the Non-Residential Unit Owners with respect to the Non-Residential Units only, may also make structural alterations in any Unit owned by it, including the Non-Residential Units, without prior consent of the Board of Managers. No Unit Owner other than the Sponsor or its designee, or the Non-Residential Unit Owners, may make a non-structural or structural alteration which does affect the exterior of the Building or the value of other Units without prior written approval of the Board of Managers. The Sponsor or its designee, or the Non-Residential Unit Owners with respect to the Non-Residential Units only, need no such consent for any of their Units. No Unit Owner other than the Sponsor or its designee, or the Non-Residential Unit Owners with respect to the Non-Residential Units only, may make a structural alteration in a Unit, without the prior written approval of the Board of Managers. The Sponsor or its designee, or the Non-Residential Unit Owners with respect to the Non-Residential Units only, need no such consent for any of their Units. Any approval, if granted, shall provide that such alteration shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (a certificate for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such addition in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration. Such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration. Such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect/engineer consulted in connection with the request by a Unit Owner for approval of a structural alteration.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a PCO is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a PCO has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a TCO or PCO caused by alterations made by such Unit Owner. Nevertheless, the obligation to obtain the PCO remains with Sponsor and its principals. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the certificate of occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

The Board of Managers and/or the manager or managing agent shall have a right of access to any Unit for the purpose of inspection, making any repairs or replacements to any of the Common Elements contained in such Unit or elsewhere in the Building, remedying any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by the By-Laws.

Insurance

The insurance policies obtained by the Board of Managers shall provide that each Unit Owner shall be an additional insured. These policies shall provide fire and casualty insurance for the Building, liability insurance, water damage legal liability insurance, Board of Managers and officers' liability coverage and Workers Compensation and New York State Disability insurance. The specific amounts of coverage other than Workers Compensation and New York Disability Insurance, are noted in the footnotes in the section titled "Schedule B" in Part I of the Plan. All such policies shall provide that adjustment of loss, if over $100,000.00, shall be made by the Board of Managers with approval of the Insurance Trustee, if any. Additionally, the net proceeds of such adjustment, if $100,000.00 or less, shall be payable to the Board of Managers, and if more than $100,000.00 shall be payable to the Insurance Trustee, if any, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owner. See the section of the Plan, set forth in Part I, titled "Rights and Obligations of Board of Managers and Summary of By-Laws" for further information.

The insurance coverage does not include any coverage for losses either due to fire, theft or other casualty to the personal property of a Unit Owner contained within the Unit or a Limited Common Element or the cost of living elsewhere if a Unit is greatly damaged. Nor does it include liability coverage for a Unit Owner for occurrences within a Unit or a Limited Common Element appurtenant to a particular Unit. Unit Owners should consult their insurance agent as to the availability of this insurance and any additional coverage which might be recommended.

The By-Laws at Article VI, Section 3, "Repair or Reconstruction After First or Other Casualty", details the responsibilities of the Board of Managers as to disbursements of insurance proceeds after damage to the Building as the result of a fire or other casualty depending upon the loss, the costs involved and the amount of the coverage.

Miscellaneous

In certain instances the Sponsor or its designee and/or the Non-Residential Unit Owners, are not required to obtain the approval of the Board of Managers or meet requirements imposed upon other Unit Owners. Included among these are the right to use Units as models and display "For Sale," "For Rent" or "For Lease" signs, or similar signs, the right to transfer or lease a Unit without offering the Board of Managers the right of first refusal, the right to alter a Unit without obtaining the prior consent of the Board of Managers, but only in accordance with the other terms of this Plan, and the right to amend the Declaration without a vote for the sole purpose of filing the Floor Plans as required by Section 339-p of the Real Property Law. For as long as the Sponsor or its designee owns title to one or more Units, and in the case of the Non-Residential Unit Owners, the Rules and Regulations of the Condominium, By-Laws or Declaration may not be amended in a manner which would, in the sole discretion of Sponsor or its designee, or in some cases the Non-Residential Unit Owners, adversely affect the Sponsor or its designee or the Non-Residential Unit Owners in any way, unless the Sponsor or its designee or the Non-Residential Unit Owners gives its written consent to such an amendment.

RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS AND SUMMARY OF BY-LAWS

Principal provisions of the By-Laws are summarized herein. It is suggested that Purchasers make reference to the full By-Laws, a copy of which is set forth in Part II of the Plan.

Board of Managers

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of, other than the initial THREE (3) MEMBER Board selected by the Sponsor, not less than five (5) and not more than nine (9) persons. The Unit Owners shall hold annual meetings and at each such meeting they shall elect members of the Board of Managers. Each Unit Owner, including the Sponsor or its designee, shall be entitled to cast one (1) vote for each .0001% of interest in the Common Elements attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners except that, when voting for the election of members of the Condominium Board, each Unit Owner: (i) shall be entitled to one (1) vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one (1) or more members to be elected. If Units are owned by more than one (1) person or entity as joint tenants, tenants by the entirety or as tenants in common, the persons or entities owning said Unit shall agree among themselves and cast the votes (including Sponsor or its designee as to its Unsold Units) for their Unit.

The Board of Managers of the Condominium for the period terminating upon the earlier of (i) the closing of title to Units whose percentage of Common Interest, in the aggregate, exceeds ninety percent (90%) or (ii) two (2) years after the First Unit Closing, shall be selected by the Sponsor. Sponsor anticipates that during this period, the Board of Managers will consist of these three (3) Sponsor Appointees: Yoram Avner, Udi Gilboa and Moshik Zemack. These individuals will resign as members of the Board upon the termination of the aforesaid period and will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of five (5) Managers, with three (3) members elected by the Residential Unit Owners (including Sponsor or its designee as to its Unsold Units) and one (1) member designated by each of the two (2) Non-Residential Unit Owners (including Sponsor or its designee as to its Unsold Units), within thirty (30) days after the expiration of the aforementioned period. Thereafter, elections to the Condominium Board will be held at the regular annual meeting of Unit Owners. However, regardless of the total number of Managers, each of the two (2) Non-Residential Unit Owners (including Sponsor or its designee as to Unsold Units) shall always maintain the right to designate one (1) Manager. The calling of the first annual meeting to elect a Condominium Board does not require Sponsor to surrender control of the Board. Sponsor control provisions are set forth below. The annual meetings shall be held on or about the anniversary of the date of the first annual meeting. A special meeting of the Unit Owners shall be called by the President of the Condominium as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

Each of the members of the five (5) member Condominium Board (three (3) members elected by the Residential Unit Owners (including Sponsor or its designee as to its Unsold Units) and one (1) member designated by each of the two (2) Non-Residential Unit Owners (including Sponsor or its designee as to its Unsold Units) will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members elected and/or designated by the Sponsor, to be eligible for election, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee or the Non-Residential Unit Owners, Managers may be removed from office, with or without cause, by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or the Non-Residential Unit Owners may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor or its designee and/or the Non-Residential Unit Owners) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or Non-Residential Unit Owners, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

As long as the Sponsor or a Sponsor designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest, allocated to the Units, the Sponsor or Sponsor-designee shall have the right to elect and/or designate at least three (3) of the five (5) members of the Board of Managers or in any event a majority of the members of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one (1) Unit but less than ten percent (10%) in Common Interest, or Units representing ten percent (10%) or more in Common Interest five (5) years or more subsequent to the First Unit Closing, the Sponsor or Sponsor-designee shall have the right to elect and/or designate at least two (2) of the five (5) members of the Board of Managers and in any event the right to elect a number of members of the Board which equals one (1) less than a majority of the Board. The Unit Owners may transact such other business at such meetings as may properly come before them. All members of the Board of Managers shall serve without compensation, and the Sponsor represents that, for as long as it or any of its designees are members of the Board of Managers, neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

Notwithstanding anything to the contrary herein, during Sponsor's Initial Control Period, the Sponsor-designated members of the Board of Managers shall not prevent the Board of Managers from voting to compel Sponsor to enforce its obligations to the Condominium under the Offering Plan, as amended. Furthermore, if any one (1) or more Unit Owner-elected members of the Board of Managers proposes a vote of the Board of Managers on whether to initiate a lawsuit against Sponsor on behalf of the Condominium, any Sponsor-designated members of the Board of Managers shall recuse themselves from such vote.

As set forth in Article III, Section 1.(b) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than

those members which the Sponsor or its designee have the right to designate thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to those Board Members designated by the Non-Residential Unit Owners. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, including but not limited to, determination of the Common Charges, including the Shared Expenses to be paid by the Non-Residential Unit Owners, adoption of rules and regulations covering the details of the Property, opening of bank accounts, purchasing, leasing or otherwise acquiring Units, selling, leasing or mortgaging of Units owned by the Board of Managers, if any, and generally managing or supervising the Condominium property as provided in the Declaration and By-Laws. The Common Expenses shall include such amounts as the Board of Managers deems 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 capital replacements and to make up any deficit in the Common Expenses for any prior year. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Non-Residential Unit Owners will not be obligated to contribute towards any reserve fund for the repair, maintenance and/or replacement of the Residential Common Elements or Residential Limited Common Elements. The Board, in its discretion, may delegate such managerial powers as it sees fit to the officers of the Condominium. The Board of Managers is authorized to employ for the Condominium, a Managing Agent on such terms as the Board of Managers may deem proper. As set forth in the Plan, in the section titled "Management Agreement and other Contractual Arrangements", at or immediately prior to the First Unit Closing the Board of Managers shall enter into a management agreement with Douglas Elliman Property Management, commencing on the date of the First Unit Closing at an annual fee of $35,000.00 being payable in twelve (12) equal monthly installments.

In order to limit the liability of the Unit Owners, the members of the Board of Managers, the Managing Agent, if any, and any officers of the Condominium, any contract or other commitment shall be made by the Board of Managers or the Managing Agent or an officer of the Condominium, as the case may be, only as agent for the Unit Owners. The members of the Board of Managers, the Managing Agent or the officer, as the case may be, shall have no personal liability on any such contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. The Board of Managers and the officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify the members of the Board of Managers and the officers of the Condominium against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers or the officers of the Condominium, but the liability of any Unit Owner on account of such indemnification shall be limited to such proportionate share thereof as the

Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners.

Officers

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. Other than an officer designated by the Sponsor, Sponsor's designee, or the Non-Residential Unit Owners, the President and the Vice President each must be both a member of the Board of Managers and either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Other officers need not be either a Unit Owner, principal or officer of a Unit Owner or the spouse of a Unit Owner or a member of the Board of Managers. The Board of Managers may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in its judgment may be necessary. All officers shall serve without compensation from the Condominium. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners. The Vice President shall take the place of the President in his or her absence. The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium. The Treasurer shall be responsible for the funds of the Condominium and for accurately keeping the financial records and books of the Condominium. The Board of Managers, in its discretion, shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium.

Repairs

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors, (except painting the exterior side of a Unit entrance door) windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s) shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning or other mechanical equipment, if any, which only services their Unit.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a

Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the Board of Managers as a Non-Residential Common Expense, if such Limited Common Element is a Non-Residential Common Element for the exclusive use of the Non-Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, repairs that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (iii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Limited Common Element) or the Non-Residential Unit Owners, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense of the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Limited Common Element) or the Non-Residential Unit Owners, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v), at the election of the Board of Managers, by the Board of Managers or the individual Unit Owner, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect.

The Board of Managers and Managing Agent shall have a right of access to any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Insurance

The Board of Managers shall be required to obtain and maintain the following insurance: Fire insurance with extended coverage, insuring the Building, including all of the Units and all fixtures installed therein by the Sponsor and any property customary to the servicing and general occupancy, (but not including furniture, furnishings, equipment or other personal property supplied or installed by Unit Owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an aggregate amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items, but exclusive of footings and foundations and without deduction for depreciation, as approved by a fire insurance company or a qualified insurance

broker or the amount of insurance necessary to avoid the effects of co-insurance. All such policies shall provide that adjustment of loss, if over $100,000.00, shall be made by the Board of Managers with approval of the Insurance Trustee, if any. Additionally, the net proceeds of such adjustment, if $100,000.00 or less, shall be payable to the Board of Managers, and if more than $100,000.00 shall be payable to the Insurance Trustee, if any, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. At the First Unit Closing, the fire insurance coverage of the Building shall be $15,000,000.00. Said coverage shall be maintained while Sponsor is in control of the Board of Managers.

The Board of Managers shall have the right to select an Insurance Trustee as such term is defined in Article XII, Section 5 of the By-Laws of the Condominium.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of the 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 insured, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense.

The Board of Managers shall also obtain and maintain to the extent obtainable: (i) worker's compensation insurance for Condominium employees, if any; (ii) boiler and machinery insurance; (iii) public liability insurance covering each member of the Board of Managers and each Unit Owner in such limits as the Board of Managers may deem proper, and covering all claims for bodily injury or property damage arising out of any occurrence in the Common Elements or the Units, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit; and (iv) such other insurance coverage that the Board of Managers shall deem appropriate for the Condominium. The Board of Managers shall review such limits once each year. The public liability insurance will also cover cross-liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00 each occurrence, $2,000,000.00 in the aggregate, covering all claims for bodily injury with respect to any one occurrence.

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

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies contain waivers of subrogation 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.

In the event of a fire or other casualty which destroys or substantially damages less than seventy-five percent (75%) of the Building the insurance proceeds shall be dedicated to the repair and/or renovation of the Building and the Units, but not the repair or replacement of any improvements made by individual Unit Owners. If the cost of such repair exceeds the insurance proceeds available the excess cost shall constitute a Common Expense and Unit Owners may be accordingly assessed an amount which shall be in proportion to their respective Common Interests.

In the event of a fire or other casualty in which more than seventy-five percent (75%) of the Building is destroyed or substantially damaged, repairs and/or restoration will be made if Unit Owners whose percentage of Common Interest, in the aggregate, is at least seventy-five percent (75%) of the Total Common Interest, affirmatively vote for such a course of action. If no such affirmative vote is given then the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor.

Notice of Meetings; Reports to Unit Owners

Notice of the annual meeting of Unit Owners or of any special meetings of Unit Owners shall be given by the Secretary, as directed by the Board of Managers, to all Unit Owners not less than ten (10) days or more than thirty (30) days before such meeting. Minutes of all meetings of Unit Owners and of all meetings of the Board of Managers shall be kept by the Board, together with records of all actions taken by the Board and the financial records of the Condominium. The Board shall retain an independent certified public accountant to prepare an annual report of the receipts and expenditures of the Condominium, which report shall be promptly sent to each Unit Owner.

Severance of Ownership Prohibited

Each conveyance of a Unit by a Unit Owner shall include as part of the property to be conveyed, his undivided interest in the Common Elements, together with his interest in any Unit or Units acquired by the Board of Managers from Unit Owners electing to sell or lease such Unit or at a foreclosure or other judicial sale involving such Unit or Units, in accordance with the provisions of the By-Laws, all of which are interests appurtenant to his Unit.

Right of First Refusal; Units Acquired or Leased by Board of Managers

In administering the right of first refusal granted to the Board of Managers with respect to any sale or lease of a Unit not owned by Sponsor or its designee or the Non-Residential Unit Owners, the Board shall be required to exercise such rights, if at all, within twenty (20) days of its receipt of written notice from a Unit Owner of the Unit Owner's intention to sell or lease the Unit to a bona fide grantee or lessee. Notice of the decision to exercise or waive such right must be given to the Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. Failure of the Board to either exercise such right or to give notice of the exercise of such right within the time periods provided above shall constitute a waiver of the right of first refusal. In exercising its right of first refusal, the Board of Managers may not discriminate against any person on the basis of race,

creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

In the event the Board does exercise its right of first refusal, the acquisition or lease of the Unit may be made from the working capital and Common Charges or, if such funds are insufficient, the Board of Managers may assess each Unit Owner, other than the offering Unit Owner, in proportion to each Unit Owner's percentage of Common Interest or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Unit. In the event any Units are acquired or leased by the Board of Managers the title or lease shall be held by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interest and any sale or lease of such Unit shall be made by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interests. Such Unit, while owned or leased by the Board of Managers, may be used for any purpose for which it could be used by an individual Unit Owner. In no event, however, may the Board of Managers at any meeting of Unit Owners vote the votes appurtenant thereto.

Each Unit Owner, at the closing of title to his Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney," designating the Board of Managers and their successors, as his attorneys in fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners.

Review of Real Estate Tax Assessments

It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining of such refund, shall belong to and be incurred by the Sponsor alone.

Amendments to Condominium Declaration and By-Laws

The By-Laws of the Condominium may be modified or amended by the affirmative vote of Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose

percentage of Common Interest, in the aggregate, equals or exceeds sixty-seven percent (67%). However, for as long as Sponsor or its designee owns title to one or more Units, the By-Laws, including the Rules and Regulations of the Condominium, may not be amended in a manner which would adversely affect the Sponsor or its designee in any way, in the sole discretion of Sponsor or its designee, unless the Sponsor or its designee gives its written consent to such an amendment. Additionally, the By-Laws, including the Rules and Regulations of the Condominium, may not be amended or modified in any way so as to adversely affect the Non-Residential Units or the Non-Residential Unit Owners without the prior written consent of the Non-Residential Unit Owners.

The Condominium Declaration may be amended by an affirmative vote at a duly held meeting by Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose percentage of Common Interest equals, in the aggregate, at least sixty-seven percent (67%), provided, however, that (i) no such amendment shall adversely affect the lien of any mortgage without the written consent of the mortgagee; (ii) no such amendment may increase the percentage of Common Interests allocated to any Unit or Units without the written consent of the mortgagee of such Unit, or Units, if any; (iii) no amendment may change the percentage of Common Interests allocated to any Unit, or Units, without the written consent of such Owner; and (iv) no amendment shall adversely affect the Sponsor or its designee or the Non-Residential Unit Owners, without the prior written consent of Sponsor or such designee or the Non-Residential Unit Owners, as the case may be.

Notwithstanding anything to the contrary contained herein, the Sponsor or its designees or Non-Residential Unit Owners shall have the right to amend the Declaration, By-Laws and/or certificate of occupancy without the consent of the Board of Managers and/or Unit Owners provided such amendments have no material adverse effect on other Unit Owners and/or the Common Elements (except for Limited Common Elements existing for the exclusive use of only Units owned by the Sponsor or its designees).

Termination

The Condominium may be terminated by withdrawing the Property from the provisions of the New York Condominium Act, by an affirmative vote of not less than eighty percent (80%) of Unit Owners in number and whose percent of Common Interest equals, in the aggregate, not less than eighty percent (80%). The Sponsor shall not cast the votes of any Unsold Units it holds for such withdrawal unless votes equaling eighty percent (80%) in number and of the Common Interest have been so cast or unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners have voted to terminate. If the Unit Owners vote to terminate the Condominium the Property shall be subject to an action for partition by any Unit Owner or lienor and the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided that no Unit Owner shall receive any payment until there has first been paid out of such Unit Owner's share of the net proceeds all liens on his Unit.

REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes. No Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. The City of New York subdivides tax lots into separately assessed lots as of July 1st of every year. Accordingly, depending upon when the Declaration and By-Laws are recorded, there can be a delay of up to a year and several months until a separate assessment can be obtained.

If on the date of the First Unit Closing each of the Units shall not have been separately assessed as an independent tax lot, then until such time as said independent tax assessment shall be made and in effect each Residential Unit Owner and the Non-Residential Unit Owners, including Sponsor, shall be nonetheless responsible for the cost of their proportionate amount of the aggregate real estate tax for the Property as determined by their percentage of Common Interest, multiplied by the aggregate real estate taxes assessed against the entire Property as apportioned to all the Units.

In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing, Sponsor shall place in escrow at such time an amount equal to the unpaid real estate taxes for the unsold Units for the shorter period of (i) six (6) months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay the real estate taxes from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall (i) adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs and (ii) place in escrow with Escrow Agent an amount equal to the unpaid real estate taxes for six (6) months from the Closing Date. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid. Such reimbursement shall be per such Unit Owner's percentage of Common Interest.

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

The Sponsor's estimate of the project real estate taxes for the Units to be levied by New York City during the First Year of Condominium operation is based on an estimate provided by Metropolitan Realty Exemptions, Inc. Inc., set forth in Part II of the Plan, and information available to the Sponsor at the date of this Plan.

NO REPRESENTATION OR WARRANTY IS MADE AS TO THE AMOUNT OF THE ASSESSED VALUATION OF THE PREMISES OR AN INDIVIDUAL CONDOMINIUM UNIT OR THE TAX RATE THAT WILL BE IN EFFECT AT ANY TIME OR THE AMOUNT OF REAL ESTATE TAXES WHICH WILL BE DUE. There is also no assurance that the New York City property taxing authority will allocate taxes among the Units in proportion to their respective Common Interests. If they are not so allocated, Unit Owners having the same Common Interests may pay different amounts of real estate taxes.

There are no tax certiorari proceedings affecting the Property pending as of the date of filing of this Offering Plan. A Unit Owner who feels that the assessed valuation for his or her Unit is excessive, shall have the right to apply directly to the appropriate municipal agency or court for review of such assessed valuation. Such proceedings shall be at the sole cost and expense of the Unit Owner electing to undertake the same and the results from such proceedings may or may not affect the assessed valuation of any other Unit which is not the subject of such proceeding.

The Condominium Board, if necessary, will execute any documents and papers required for such proceedings, provided that: (a) the Unit Owner indemnifies the Condominium Board against all claims, cost and expenses (including attorneys' fees and disbursements); (b) the Condominium Board has not already commenced such proceeding on behalf of all Unit Owners; and (c) such Unit Owner is current on all his or her Common Charges and Special Assessments.

The Condominium Board is authorized to act as agent for Unit Owners (who have given appropriate written authorization) to commence, pursue and settle proceedings to reduce real estate tax assessments on behalf of such Unit Owners. Any Unit Owner authorizing the Condominium Board to act on his or her behalf shall indemnify the Condominium Board against all costs, claims and expenses (including attorneys' fees) resulting from such proceedings.

Neither the Sponsor, nor any other party associated with this offering makes any assurance, representation or warranty that such application for review, if undertaken, shall result in a modification of the tax assessment, or if such modification is granted, as to the amount thereof.

The projections of real estate taxes due for each of the Units set forth in Schedule A, located in Part I of the Plan, for the anticipated First Year of Condominium operation and the projected real estate tax assessment upon one hundred percent (100%) completion of the Sponsor's construction of the Building are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax assessments and rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax assessments and/or rates for the City of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY PURCHASER THE RIGHT TO RESCIND HIS OR HER PURCHASE AGREEMENT.

As stated above, Sponsor's projection of real estate taxes for all of the Units for the First Year of Condominium operation is based, in part, upon a projection by Metropolitan Realty Exemptions, Inc. Inc., who estimated the Actual Total Assessed Valuation of the entire Property as of the First Year of Condominium operation and as of one hundred percent (100%) completion of construction.

See the "Notes to Schedule A," located in part I of the Plan and the "Estimate of Post-Construction Assessment" set forth in Part II of the Plan for further details in this regard.

Veteran Property Tax Exemption

In accordance with Section 458(a) of the New York State Real Property Tax Law, a Unit Owner who is also a qualified veteran, the spouse of qualified veteran or the unmarried surviving spouse of a qualified veteran may be entitled to an exemption on the general municipal portion of their real estate taxes.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

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

As fully set forth in the tax opinion by D'Agostino, Levine, Landesman & Lederman, LLP, counsel to the Sponsor, in Part I of this Plan (the "Tax Opinion"), under present law, a Residential Unit Owner will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid under sections 163 and 164.* These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion. These deductions may also affect an individual Residential Unit Owner's liability for the alternative minimum Federal income tax. Each individual Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid during the taxable year.

Once the Building is converted to condominium ownership, the affairs of the Condominium will be governed by a Condominium Board. Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board. Under present law, the exact tax status of the Condominium Board is uncertain and no opinion has been rendered with respect to it. The Federal income tax consequences to the Condominium Board with respect to the receipt of the Common Charges and of the expenditure of Condominium funds will depend on whether the Condominium Board:

(i) is treated as a conduit,
(ii) qualifies and elects to be taxed under section 528, or
(iii) is treated as a corporation.

If the Condominium Board is treated as a conduit, it will not be subject to tax. Rather, items of income, expenses, credits and deductions will be attributed to each Unit Owner in proportion to his Common Charges. Thus, for example, interest earned on funds reported by the Condominium Board would be taxed to the Unit Owners. There appear to be no judicial precedents directly supporting such treatment and the position of the Internal Revenue Service (the "Service"), which is described more fully below, appears to be that a condominium management association is an association taxable as a corporation.

---

*All section references are to the Internal Revenue Code of 1986, as amended, unless otherwise indicated.

If it satisfies the requirements of section 528, the Condominium Board may elect to be exempt from Federal income tax on the Common Charges. Generally, those requirements are:

(i) The condominium management association must be organized and operated solely to provide for the acquisition, construction, management, maintenance, and care of association property;

(ii) Sixty percent (60%) or more of the gross income of the condominium management association for the taxable year must consist of assessments from residential unit owners ("Exempt Function Income");

(iii) Ninety percent (90%) or more of the expenditures of the condominium management association for the taxable year must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

(iv) No part of the net earnings can inure to the benefit of private individuals other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments;

(v) The condominium management association must annually elect to be treated as a condominium management association; and

(vi) Substantially all (at least eighty five percent (85%)) of the square footage of the units must be used for residential purposes.

Under the Treasury regulations issued pursuant to section 528, a condominium management association must qualify annually for the election under section 528, and additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue.

A condominium management association meeting the requirements of section 528 and electing to be exempt from Federal income tax on Exempt Function Income would be taxable at a rate of thirty percent (30%) on the amount by which its other income exceeds the amount of allowable deductions that are directly connected with the production of such income. Such an association, however, would not be allowed certain deductions that are available to corporations that are not taxable under section 528.

If the Condominium Board either cannot qualify (and for the purposes of the Plan, Sponsor has assumed that it will qualify) or chooses not to elect the benefits of section 528, certain published rulings of the Service implicitly state that a condominium management association will be treated as an association taxable as a corporation. Consequently, unless a valid election pursuant to section 528 has been made, it appears that the Condominium Board would be taxable on that portion of the Common Charges which exceeds the deductible expenses

paid or incurred by the Condominium Board for the operation of the Condominium property. The Condominium would also be taxable on income derived from the interim investment of the Common Charges, on income from non-residential leases of Common Elements, and on income from the operation of facilities that are available to outsiders, net of deductible expenses related to the production of such income.

If the Condominium is treated as a corporation for Federal income tax purposes, the Condominium Board might still contend that a portion of the Common Charges that it receives should not be includible in its gross income. For example, published rulings of the Service indicate that assessments collected by a condominium management association and expressly designated for use for specified capital improvements that are owned in common, and which are not commingled with funds collected for operating expenses or as contingency reserves, should not be included in the gross income of a condominium management association. No part of such an assessment may, however, be expended by the condominium management association for the benefit of an individual owner.

In addition, in connection with assessments for ordinary operating expenses, such as the Common Charges, a condominium management association may not have any taxable income if the expenses of the condominium management association with respect to managing, operating, and replacing the Common Elements of the Condominium either equal the assessment or any excess amount is annually returned to unit owners or applied to the next year's assessment. Based on the facts in existence at the present time, it appears that the Condominium Board is unlikely to have a substantial amount of income other than the Common Charges.

If section 528 is not applicable, moreover, the Service has noted that a condominium management association may be eligible for the tax treatment afforded to certain cooperatives under Subchapter T of the Code. However, there is very little guidance with respect to the applicability of these provisions to an association managing residential condominium units since generally only farming cooperatives avail themselves of these provisions.

If the Condominium Board makes additional assessments to cover the amounts of any Federal, New York State, or New York City tax liability incurred, such additional assessments may also be taxable to the Condominium.

The foregoing summary is for informational purposes only and Sponsor's counsel expresses no opinion with respect to the likelihood of which method of taxation will be applied to the Condominium.

EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF RESIDENTIAL UNIT OWNERSHIP.

D'AGOSTINO, LEVINE, LANDESMAN & LEDERMAN, LLP
ATTORNEYS AT LAW
345 SEVENTH AVENUE • 23RD FLOOR
NEW YORK, NEW YORK 10001

JOHN D'AGOSTINO
MICHAEL LEVINE*
WAYNE R. LANDESMAN*
BRUCE H. LEDERMAN*
BETTINA M. MIRAGLIA♦
JOSE M. RIVERA*
BRIAN T. SAMPSON
JARED B. VAN VLEET

* ALSO ADMITTED IN NJ
♦ ALSO ADMITTED IN CT
▪ ALSO ADMITTED IN MA
♣ ADMITTED ONLY IN FL

212-564-9800
212-564-9802 (Main Fax)

Special Counsel
SUSAN M. SCHARBACH*▪
NATLEE REISEN

ERIC R. GARCIA
CHRISTOPHER M. TARNOK
JONHAROLD A. CICERO
CHRISTOPHER L. PALLADINO*
TARA M. SHAMROTH*
ERICA NAZARIAN
LINA A. MELENDEZ♣
JANE S. JEONG
JOSEPH G. RUSSO

COUNSEL'S INCOME TAX OPINION LETTER

June 27, 2017

The Board of Managers of
1790 THIRD AVENUE CONDOMINIUM
1790-1792 Third Avenue
New York, New York 10029

Re: **Offering Plan for Condominium Ownership of Premises:**
1790-1792 Third Avenue
New York, New York 10029

Gentlemen/Mesdames:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes (but not for purposes of the New York City earnings tax on non-residents) to persons who purchase Residential Units for private residential use ("Residential Unit Owners") under the Plan and (ii) the proper treatment by the Condominium Board for such income tax purposes of the Common Charges paid or borne by all Unit Owners. Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

The condominium units of "1790 Third Avenue Condominium" will be organized under the laws of the State of New York for the purpose of providing for the management, maintenance and care of a multistory mixed-used building to be newly constructed at 1790-1792 Third Avenue, New York, New York 10029. The newly constructed building will contain fifty-two (52) Residential Units and two (2) Non-Residential Units. The By-Laws of the Condominium

provide that in addition to the status conferred upon the Condominium Board pursuant to the provisions of the New York Condominium Act, to the extent permitted by applicable law, the Condominium Board is deemed to constitute an unincorporated association for all purposes under the provisions of the General Association Law of the State of New York.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986, as amended ("Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder and such other materials as we deemed relevant, and we have assumed that the first closing under the Plan will occur in 2018.

I. Deductions for Mortgage Interest and Real Estate Taxes

A Unit Owner will own his Unit and its Appurtenant Interest in the Common Elements in fee simple absolute. Accordingly, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will be individually liable for the payment of such real estate taxes. A Unit Owner, pursuant to the terms of the Offering Plan, may also mortgage such Unit and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness.

In our opinion, a non-corporate Residential Unit Owner who itemizes his deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $1 million, or $500,000.00 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Interest paid on indebtedness that refinances indebtedness incurred to acquire, construct or improve a Unit is similarly deductible. A Unit will be a "qualified residence" if it is either (i) the Owner's "principal residence" within the meaning of Code Section 121 or (ii) a residence as defined by Code Section 280A(d)(1) that the Owner selects as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return may have two, and only two, qualified residences. In the case of a married couple filing separate returns, each taxpayer may take into account a single "qualified residence", unless by written agreement they consent to one of them taking into account a principal residence and one other residence. Under Section 461(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

In addition, an individual may deduct interest on an additional $100,000.00 of indebtedness in excess of the $1 million dollar limit mentioned above as interest on home equity indebtedness.

In our opinion, a Residential Unit Owner who itemizes his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code.

It is also our opinion that each Unit Owner whose Unit is used in an active profession and/or trade or business, other than the rental of such Unit, in which the Unit Owner materially participates, will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code.

Other rules are applicable to a Unit Owner if the Unit is to be used in a trade or business or is to be held for rental. In these cases, the Tax Reform Act of 1986 will have broad impact, and no opinion is offered as to the consequences to such a Residential Unit Owner.

It is also our opinion that each Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid during the taxable year. Section 615 of the New York State Tax Law; Section 11.1715 of the Administrative Code of the City of New York. However, in the case of a Residential Unit Owner whose New York State or New York City adjusted gross income exceeds $100,000.00, the amount of such deduction may be reduced by up to twenty-five percent (25%) of such deduction.

It should be noted, however, that the benefit of a Unit Owner's deductions for interest and real estate taxes may be reduced if the Unit Owner is subject to the Federal alternative minimum tax. Section 55 of the Code. In addition, it should be noted that state and local taxes, including real estate taxes, are not deductible for purposes of calculating an individual's federal alternative minimum taxable income.

It should be noted that our opinion as to the availability of deductions to a Unit Owner with respect to mortgage interest and real estate taxes in connection with his or her Unit used in an active profession and/or trade or business, other than the rental of such unit, is based on the assumption that such owner will have "at risk" within the meaning of Section 465 of the Code, in such profession, trade or business, an amount equal to, or in excess of his losses in connection with said profession, trade or business, including such deduction.

II. Common Charges

Common Charges will be borne by the Unit Owners and assessed and collected by the Board of Managers ("Condominium Board").

Under Section 528, added to the Code by the Tax Reform Act of 1976, some Condominium Boards may be eligible to be exempt from tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met. However, because of certain tests for qualification, including the composition of the Condominium Board's receipts and expenditures, and because of certain ambiguities in the language of Section 528 which are not clarified by the legislative history, rulings or regulations, it is not presently possible to determine the application of Section 528 to the Condominium. Accordingly, while a Section 528 election may be contemplated, it is not possible at this time to express an opinion as to the Section's applicability and we assume for the first year of operation that the Condominium will not qualify under Section 528.

If the Condominium qualifies as a condominium management association within the meaning of Section 528 of the Code, it may elect not to be subject to Federal income tax on amounts received as membership dues, common charges, fees or assessments from Residential Unit Owners. However, even if the election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources such as interest earned on any reserve funds (less expenses directly connected with the production of such income).

To qualify as a condominium management association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least sixty percent (60%) of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) ninety percent (90%) or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must annually elect to be treated as a condominium management association, and (6) at least eighty-five percent (85%) of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation §1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined

annually at the close of each taxable year and it is possible, therefore, that if the Condominium does not qualify in one year, it may nevertheless, qualify in one or more future years.

Based on the information contained in Schedule A, the Description of the Property and Building Specifications and the Plot and Floor Plans to the Plan, we can affirmatively opine that the Property will qualify as a condominium management association under Section 528 of the Code and therefore the Condominium will be eligible to elect to be treated as a condominium management association under Section 528 of the Code.

Even if the Condominium Board is eligible to make a Section 528 election, it would still be subject to tax on any income not received as assessments or other such payment from Unit Owners; thus, if the Condominium Board realized interest income from funds on deposit, such interest may be taxable to it.

If an election under Section 528 is not in effect for the taxable year, the tax status of the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528 ("existing law").

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

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Condominium Board, such as the assessment and expenditure of Common Charges, the Unit Owners through the Condominium Board, constitute an association taxable as a corporation. In such event, such association may be deemed subject to the Federal corporate income tax (and also to New York State and New York City corporate income taxes) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the Condominium Board which are deductible for Federal income tax purposes.

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital

improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected, Rev. Rul. 75-370, 1975-2 Cum. Bull. 25, or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association. Rev. Rul. 75-371, 1975-2 Cum. Bull. 52 Cf. Concord Village, Inc., 65 T.C. 142 (1975). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

In this connection, it should be noted that if the Condominium Board is determined to be a separate taxable entity for federal income tax purposes, it is possible that the limitations of Section 277 may be found to apply. If this were the case, the Condominium Board's income from sources other than Unit Owners, if any, could not be offset by the Condominium Board's expenses incurred in the provision of services to Unit Owners. It is unclear how interest or other income earned on the investment of a required reserve fund would be treated for this purpose; if such income were treated as not derived from the Unit Owners in consideration of services rendered them by the Condominium Board, then such income may not be reduced by the Condominium Board's operating expenses with respect to the property and may result in a liability for taxes.

In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax, and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. See, Old Colony Trust Co. v. Commission, 279 U.S. 716 (1929); Rev. Rul. 74-75. 1974-1 Cum. Bull. 19; Rev. Rul. 86-14 I.R.B. 1986-5, 33.

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or as to any tax status of the Plan of a Unit under the laws of any other U.S. or foreign jurisdiction.

Thus, this opinion does not deal with tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business, other than set forth herein, or for purposes of investment or the production of income, or which may result to a foreign Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences which may arise if Units or Limited Common Elements are acquired and/or leased by the Condominium Board. It is also to be noted that under certain circumstances an owner of any Residential Unit, by virtue of such ownership, may be deemed to become a resident of New York City and that this opinion does not deal with the circumstances under which this may occur, or with the income, estate or other tax consequences that may arise therefrom. Thus, each person contemplating the purchase of a Unit is strongly advised to consult his own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

In our opinion, Unit Owners will be entitled to income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel base this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause Unit Owners not to be entitled to income tax deductions.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

D'AGOSTINO, LEVINE, LANDESMAN & LEDERMAN, LLP

D'Agostino, Levine, Landesman & Lederman LLP

RESERVE FUND

No provision has been made for any Reserve Fund for the Condominium other than the Reserve Fund set forth in Schedule B located in Part I of the Plan. The initial Reserve Fund included in the projected budget for the first year of operation is $61,952.00 and it is funded out of Common Charges payable by all of the Unit Owners on the basis of common interests. If additional funds are required for capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, it may be necessary to increase Common Charges or make Assessments on Unit Owners. It is not expected this will be the case during the first five (5) years of operation as the building is being newly constructed.

For such period as Sponsor retains control of the Board of Managers, the Reserve Fund shall not be used to reduce estimated Common Charges.

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

WORKING CAPITAL FUND

At the time of the initial closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay a sum equal to two (2) months Common Charges for the Unit being purchased, to the Board of Managers for its working capital (the "Working Capital Fund"). This fund is to be used for payment by the Board of Managers of any net closing adjustment expenses owed to Sponsor at the First Unit Closing. The amount of the net closing adjustment owed to Sponsor will be paid to Sponsor by the Board of Managers, without interest, by applying the two (2) months Common Charges paid by each Purchaser at the closing of title to each Unit to the terms of a non-interest bearing, promissory note in writing due on the first anniversary of the First Unit Closing to be executed by the Board of Managers at the First Unit Closing. Sponsor is hereby authorized to endorse the two (2) months Common Charge checks payable to the Board of Managers over to Sponsor and to apply such payments without any further action of the Board of Managers until the promissory note is paid in full. If the promissory note is not fully paid by the due date from such payments, the Board of Managers will pay the note in full from its general funds. The Board of Managers will be entitled to prepay the note, in full only, at any time and without penalty. Sponsor will waive any net adjustments in its favor which would reduce the Working Capital Fund below zero ($0) after making provision for the amount of monies that would be generated by the payment of the two (2) months Common Charges for each Unit in the Building. If the result of the closing adjustments is a net credit in favor of the Condominium, or if any amounts remain after the promissory note has been fully paid, such amounts in the Working Capital Fund may be held or used at any time for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board of Managers in its sole discretion.

No provision has been made for any Working Capital Fund other than the above. If additional funds are required for capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, it may be necessary to increase Common Charges or make Assessments on Unit Owners.

For such period as Sponsor retains control of the Board of Managers, the Working Capital Fund shall not be used to reduce estimated Common Charges.

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

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is 1790-1792 Third Avenue LLC, a limited liability company formed pursuant to the laws of Delaware March 1, 2013 and authorized to do business in the State of New York.

The principals of sponsor are Yoram Avner and Udi Gilboa, (collectively "Principals of Sponsor"). The Principals of Sponsor maintain offices at the principal office of Sponsor as set forth below.

Yoram Avner has been involved in various residential and commercial real estate investments in New York and Israel. He has developed in Israel only a number of multi-family developments.

Udi Gilboa has served as the Chief Financial Officer of various science and pharmaceutical companies and he also has purchased real estate as an investment. Udi's full name is Ehud Moshe Gilboa. However, he is referred to throughout the Offering Plan and its documents as Udi Gilboa. Udi is a nickname for Ehud and throughout his lifetime he has used the name "Udi Gilboa" professionally and in business correspondence.

The Sponsor's principal office is located at c/o Joseph Moshkovsky, CPA, 747 Third Avenue, 4th floor, New York, NY 10017-2803.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor; and no prior convictions, injunctions and judgments against Sponsor, or any principals of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Prior to this offering, neither the Sponsor nor Principals of the Sponsor have been a principal, nor have they had any prior public offerings in the State of New York, nor do they currently own ten percent (10%) or more of the unsold units in any other condominium, cooperative or homeowners association.

There have been no prior felony convictions of the Sponsor, or any Principals of Sponsor; and no prior convictions, injunctions and judgments against the Sponsor, or Principals of the Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years.

Selling Agent

The Selling Agent for this offering is Douglas Elliman Development Marketing, a licensed real estate brokerage firm which has an office at 712 Fifth Avenue, New York, New York 10019. The principals of the Selling Agent have been involved with the development and

marketing of numerous condominium and cooperative projects for over thirty (30) years. The Selling Agent, and/or the principals or officers thereof, have no financial interest in the Property or the Sponsor, except that they are to be paid a fee for their services. There have been no prior convictions, injunctions, or judgments against the Selling Agent or the principals or officers thereof that may be relevant or material to the Offering Plan or any offering of securities generally.

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

Architect

The Architect for the project is IBI Group – Gruzen Samton, located at 44 Wall Street, New York, NY 10005.

Susan Helene Wright, a registered architect in the State of New York and a principal of IBI Group – Gruzen Samton, prepared the report which Sponsor has adopted as Sponsor's "Description of Property and Specifications." IBI Group – Gruzen Samton, and/or principals thereof, has prepared numerous architectural reports for Sponsors for inclusion in cooperative and/or condominium Offering Plans which are rehabilitation projects or new construction projects. IBI Group and its principals have no financial interest in the Property, the Sponsor or the Selling Agent, or any other party interested in this transaction, except for the fees for services rendered in connection with such report and other architectural services. IBI Group and its principals have been providing architectural and engineering services in excess of twenty (20) years.

Counsel to Sponsor

The Sponsor has retained the law firm of D'Agostino, Levine, Landesman & Lederman, LLP, 345 Seventh Avenue, 23rd Floor, New York, New York 10001, to represent it in the preparation and consummation of the Offering Plan. Jose M. Rivera, Esq., a partner of the firm, and Susan M. Scharbach, Esq., Special Counsel, drafted the Declaration, the By-Laws, this Plan, the form of Purchase Agreement, the form of deed and all other documents necessary in connection with the formation of the Condominium, and is advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. It is suggested and expected that each Purchaser will consult and be represented by his own counsel in connection with this Offering.

D'Agostino, Levine, Landesman & Lederman, LLP, and/or the members thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, except that they are to be paid a fee for their services.

Managing Agent

The Managing Agent for the Property for the first year subsequent to the First Unit Closing will be Douglas Elliman Property Management, which has a place of business at 675 Third Avenue, New York, New York 10017. The Managing Agent or the principals thereof have been managing residential and commercial buildings in Manhattan for over twenty-five (25) years.

Douglas Elliman Property Management, and/or the members thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, except that they are to be paid a fee for their services.

There have been no prior felony convictions of the Managing Agent, or any principals thereof; and no prior convictions, injunctions and judgments against the Managing Agent or principals thereof that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years.

REPORTS TO UNIT OWNERS

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

(a) The financial statement of the Condominium prepared by a certified public accountant or public accountant by March 15th of each calendar year for the prior fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(b) A prior notice of the annual Unit Owner's meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium within ten (10) days prior to the date set for adoption thereof by the Board of Managers. While the Sponsor is in control of the Board of Managers, it shall be Sponsor's obligation to deliver to all Unit Owners a proposed annual budget which shall be certified as to its adequacy by an expert experienced in the management of condominium, cooperative and/or rental properties.

DOCUMENTS ON FILE

Copies of this Plan and all exhibits or documents referred to herein shall be available for inspection by prospective purchasers and by any person who shall have purchased a Unit offered under this Plan or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours and shall remain available for such inspection, without charge, and for copying at a reasonable charge, for a period of six (6) years from the date of the First Unit Closing. The Sponsor shall, at the time of the First Unit Closing, deliver to the Board of Managers a copy of all documents filed with the appropriate recording office.

GENERAL

A. Each Unit Owner shall be required to comply with and abide by the Declaration, the By-Laws and the Rules and Regulations of the Condominium made in accordance therewith and to pay the Common Charges levied by the Board of Managers. Such obligations shall be enforceable by the Board of Managers by foreclosure of the statutory lien against the Unit for the amount of any such unpaid Common Charges or by suit to collect the same by action for damages, by injunction or by other appropriate relief.

B. There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

C. To the best of Sponsor's knowledge, the Building located at 1790-1792 Third Avenue, New York, New York was not the subject of a prior public offering.

D. The Declaration and By-Laws of the Condominium located in Part II of this Plan are made part of this Offering Plan.

E. Annexed to the By-Laws are the Rules and Regulations of the Condominium which shall apply until amended by the Board of Managers.

F. This Plan contains an accurate summary of the pertinent provisions of the various documents referred to herein and copies thereof are on file with the Sponsor for inspection purposes. Any information, data, or representation not referred to in this Plan and not contained in the various documents mentioned herein, must not be relied upon. This Plan does not omit any material fact or contain any untrue statement of a material fact. No person has been authorized by the Sponsor to make any representation which is not expressly contained herein.

G. Sponsor hereby represents that neither it, nor any of its agents, will refuse to sell or offer, or will otherwise discriminate against any person or persons by reason of their race, religion, color or place of national origin in the sale, transfer or lease of Units described in this Plan.

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

I. Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units and/or Storage Compartment Licenses are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers or prospective Purchasers without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided, such as in the case of an uncured default, nor unilaterally change the purchase price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then existing Purchasers or

reducing the undertakings or obligations of Sponsor, such Purchasers will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreements by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter.

J. Sponsor hereby represents that neither it or any of its agents has entered into a contract or agreement to sell a Unit and no deposits or advances of funds have been received, or will be accepted, as of the date the Offering Plan is accepted for filing by the Department of Law.

K. Sponsor hereby represents that: (i) all of the Units offered under the Offering Plan were vacant; and (ii) Sponsor has not accepted any purchase agreements or taken any deposits or funds for the purchase of Condominium Units at the Premises, upon submission of the Plan to the New York State Department of Law.

RESERVATION OF DEVELOPMENT RIGHTS

As against all other Unit Owners, their successors, assigns and/or legal representatives, the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor, its successors and assigns, shall have the exclusive right to cause any part or all transferable air rights and/or development rights pertaining to the Property, which Sponsor is herein reserving for itself, its successors and assigns, to be conveyed, transferred or otherwise assigned to any other premises, "zoning lot," "development" or "enlargement" as those prior three terms are now defined in the Zoning Resolution of the City of New York, as amended, and Sponsor hereby binds itself, its successors and assigns from conveying, transferring, assigning, or surrendering in whole or part any transferable air rights and/or development rights, if such conveyance, transfer, assignment or surrender shall make illegal the erection, existence or restoration or use of the Building at the time of the recordation of the Condominium Declaration or as will allow any party, including Sponsor or Sponsor's designee, to build on or directly above the Land, except the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers, and in any event, any construction above the Land, shall be made only in accordance with the Condominium's Declaration and By-Laws. As used herein, "transferable air rights and/or development rights" shall be defined to include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution. As stated above, the Sponsor will not build any further on or above the Property. Any and all consideration paid to Sponsor or its designee in connection with a transfer of any transferable air rights and/or development rights shall be the sole and absolute property of the Sponsor or its designee.

Based upon the approved New Building Plans for the renovation of the Building, currently there are approximately zero (0) excess transferable air rights and/or development rights pertaining to the Property. However, if the floor area ratio for the zoning district in which the Building is located changes in the future, such change may create additional excess transferable development rights and/or air rights pertaining to the Property at that time. Until such time the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development rights and/or air rights that would be generated from the Property or how many stories that may be added to adjoining properties based upon such additional excess development rights and/or air rights.

The Sponsor, its successors and assigns, herein have the right to cause the Board of Managers and all of the Unit Owners and their successors and/or assigns, to take such action and execute, acknowledge, deliver and record, at the sole cost and expense of Sponsor, and/or its successors and assigns, in the Register's Office of New York County in the City of New York and elsewhere, if required by law, such instruments and documents, including, but not limited to (i) deed(s), lease(s), zoning lot agreement(s), declaration(s), lot line window declaration(s) and/or grant(s) of such Unit Owner's and such Board's interests, if any, in the Property with respect only to any transferable air rights and/or development rights, for the purpose of confirming the ownership of Sponsor, Sponsor's designee and/or their successors and assigns therein and/or for the purpose of effectuating the conveyance, transfer, assignment or surrender

of such rights by Sponsor, Sponsor's designee and/or their successors and assigns; and (ii) any amendment to the Condominium Declaration which the Sponsor, Sponsor's designee and/or their successors and assigns deems necessary or appropriate to effectuate their rights hereunder.

Failure of the Unit Owners and Board of Managers to comply with the terms of the Condominium Declaration shall result in liquidated damages for the value of the lost transaction and, in addition, reasonable attorneys' fees to be payable by the Board of Managers to the Sponsor, and/or its successors and assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor, Sponsor's designee and/or their successors and assigns for the conveyance, transfer, assignment or surrender of such transferable air rights and/or development rights.

The floor area of the Building is limited and may not be expanded using the transferable air rights and/or development rights Sponsor has reserved for itself. Additionally, the transfer of existing or future development rights to adjoining premises may allow the owner of an adjoining premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor represents that the Description of Property and Specifications hereinafter set forth in Part II of the Plan, which Sponsor hereby adopts, accurately sets forth the systems, materials, equipment, appliances and fixtures to be contained in the Building on completion of construction. However, Sponsor reserves the right to substitute in place thereof, without prior notice or amendment to the Plan, systems, materials, equipment, appliances and fixtures of Equal or Better Quality. Sponsor further reserves the right to make all decisions relative to construction methods, practices and designs. In addition, Sponsor will, by the First Unit Closing or within a reasonable period thereafter, cure or cause to be cured all violations of record against the Property as set forth in the Plan.

The Description of Property and Building Specifications set forth in Part II of the Plan was prepared by IBI Group – Gruzen Samton, and is included in this Plan in reliance upon the expertise of such firm.

PART II

THIS DOCUMENT IS A LEGALLY BINDING DOCUMENT AND SHOULD BE READ CAREFULLY BY EACH PROSPECTIVE PURCHASER AND SHOULD BE REVIEWED BY EACH PROSPECTIVE PURCHASER'S ATTORNEY BEFORE EXECUTING IT.

PURCHASE AGREEMENT ("Agreement")
1790 THIRD AVENUE CONDOMINIUM ("Condominium")

Purchaser's Name:_____

Social Security No.:_____

Address:_____

Telephone No.:_____

Additional Purchaser's Name:_____

Social Security No.:_____

Address:_____

Telephone No.:_____

Unit Number:_____, including Storage Compartment #_____(if applicable)

Percentage Interest in Common Elements:_____%

*Aggregate Down Payment, including Storage Compartment License Deposit, if applicable (not including custom work**):

a) Initial Down Payment (10%) (50%, if applicable***) $_____
b) Additional Down Payment (10%) $_____

Balance Due at Closing $_____

Total Purchase Price**** $_____

Name(s) and manner in which title will be taken:_____

_____

* 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. The Additional Down Payment is due on the earlier to occur of (i) _____ (which is one hundred twenty (120) days after Purchaser receives a countersigned copy of this Agreement from Sponsor or the Selling Agent) or (ii) fifteen (15) days after Purchaser receives a written notice or amendment to the Plan declaring the Plan effective (but in no event later than the Closing Date).

** Additional Deposit for custom work. $_____

*** If a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make an Initial Down Payment equal to fifty percent (50%) of the applicable Total Purchase Price and will not be required to make an Additional Down Payment.

**** The Total Purchase Price is allocated as follows: $_____ for the Unit and $_____ for the Storage Compartment License Payment.

Statement of Seller

1790-1792 THIRD AVENUE LLC, with an address c/o Joseph Moshkovsky, CPA, 747 Third Avenue, 4th floor, New York, NY 10017-2803, a limited liability company formed pursuant to the laws of the State of Delaware and authorized to do business in the State of New York ("Sponsor" or "Seller"), has promulgated a Plan of Condominium Ownership of 1790 THIRD AVENUE CONDOMINIUM ("the Plan") pursuant to which the land with appurtenances and the Residential Units and the Non-Residential Units (sometimes collectively referred to as "the Units") being constructed by Seller, located at 1790-1792 Third Avenue, New York, New York 10029, will be declared to be a condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser

Purchaser acknowledges as follows:

I have received and read a copy of the Plan and all filed amendments thereto. Said Plan, which includes the Declaration to be made by the Sponsor and to be recorded in the New York County Office of the Register of the City of New York, the Schedules, By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Agreement with the same force and effect as if fully set forth herein.

AFTER DELIVERING AN EXECUTED AGREEMENT, TOGETHER WITH THE REQUIRED DEPOSIT, I WILL BE AFFORDED SEVEN (7) DAYS TO RESCIND THIS PURCHASE AGREEMENT AND HAVE THE FULL DEPOSIT REFUNDED TO ME PROMPTLY, PROVIDED THAT I HAVE NOT HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SUCH DELIVERY. SUCH RESCISSION MUST BE BY WRITTEN NOTICE, ADDRESSED TO SPONSOR, AND BE POSTMARKED OR HAND DELIVERED NO LATER THAN MIDNIGHT OF THE 7TH DAY SUBSEQUENT TO MY DELIVERING THE EXECUTED PURCHASE AGREEMENT. IF I HAVE HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR NOT LESS THAN THREE (3) BUSINESS DAYS PRIOR TO MY MAKING THE AFORESAID DELIVERY, I SHALL NOT BE PERMITTED THE AFOREMENTIONED SEVEN (7) DAY TIME PERIOD TO RESCIND THIS PURCHASE AGREEMENT.

The seven (7) day rescission period is (delete whichever is incorrect): applicable; not applicable.

Purchaser has been given an opportunity to examine the architectural plans for the above-numbered Unit or Units and for the building in which it is located ("the Building"), prepared by IBI Group – Gruzen Samton ("the Architect").

Purchaser is desirous of purchasing the above-numbered Unit, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid Register's Office, together with an undivided interest in the Common Elements appurtenant thereto (the above-numbered Unit and the undivided interest appurtenant thereto being hereinafter collectively called the "Unit");

Agreement Between Sponsor and Purchaser

For good and valuable consideration, receipt of which is hereby acknowledged, Sponsor and Purchaser mutually agree as follows:

1. **Payment for Unit**. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Unit and the Storage Compartment License, if applicable, for the Total Purchase Price, including the Storage Compartment License Payment, if applicable, as stated above. The Initial Down Payment including ten percent (10%) of the Storage Compartment License Payment, if applicable, stated above has been made on the signing of this Agreement, receipt of which by check subject to collection is hereby acknowledged by Seller. For all Purchasers who are required to make an Initial Down Payment of ten percent (10%) of the Total Purchase Price, including ten percent (10%) of the Storage Compartment License Payment, if applicable, within one hundred eighty (180) days after receipt of the executed Purchase Agreement from Sponsor or upon the Plan being declared effective, whichever is earlier, the Additional Down Payment, equal to ten percent (10%) of the Total Purchase Price, including ten percent (10%) of the Storage Compartment License Payment, if applicable, must be made by Purchaser or Purchaser shall be in default under the terms of this Agreement. No Additional Down Payment shall be required if the Purchaser is a foreign government or other person or entity referenced on the cover page of this Purchase Agreement and who or which has made a fifty percent (50%) Initial Down Payment, including fifth percent (50%) of the Storage Compartment License Payment, if applicable, as required above. If the check representing the Initial Down Payment or the Additional Down Payment is returned for insufficient funds or for any other reason (i) such return shall be deemed a non-curable default by Purchaser and this Agreement shall automatically be deemed cancelled, and (ii) upon such cancellation Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made and without any obligation to account to Purchaser for any of the proceeds of such sale. Notwithstanding anything herein to the contrary, whether or not the Seller has canceled this Agreement as provided above, if the Seller has not collected the proceeds of any check for any payments due under this Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including, without limitation, all attorneys' fees and expenses incurred by the Seller in connection therewith. The Balance Due at Closing shall be payable at the closing of title, as hereinafter provided in Paragraph 2, by unendorsed certified or cashier's check of Purchaser drawn on a bank or trust company which is a member of the New York Clearing House Association to the order of Seller or as otherwise directed by Seller.

2. **Closing of Title**. The closing of title shall take place on no less than thirty (30) days' prior written notice to Purchaser at such place as Sponsor may designate, at an hour and on a date (hereinafter called the "Closing Date") to be specified by Sponsor. Such date shall be no earlier than thirty (30) days after the date on which written notice is given to Purchaser that the Plan has been declared effective (unless Purchaser and Sponsor shall agree on an earlier Closing Date). Sponsor shall have the right, from time to time, to adjourn the Closing Date on written notice to Purchaser. If adjourned, Sponsor shall fix a new date and time for the closing of title to the Unit and shall give Purchaser not less than five (5) days written notice of the newly scheduled Closing Date. Purchaser shall be entitled to one reasonable adjournment of up to fifteen (15) days, on five (5) days written notice by Purchaser to Sponsor (hereinafter the "Adjourned Closing Date"), provided that Purchaser may not seek an adjournment of any kind based upon any provision set forth in Paragraph number 18(i) herein. If, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date or the Adjourned Closing Date, and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustments for real estate taxes and Common Charges and any Storage Compartment Monthly License Fees, if applicable, will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the closing of title occurs, and (b) Purchaser will be required to pay Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the Total Purchase Price, including the Storage Compartment License Payment, if applicable, for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, though no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

At the closing of title Sponsor shall deliver to Purchaser a bargain and sale deed, with covenant against grantor's acts, conveying the Unit to Purchaser, such deed to be in the form contained in Part II of the Plan, executed and acknowledged by Sponsor in form for recording.

Simultaneously with the delivery of the deed, Purchaser (i) shall cause the proceeds of any mortgage loan to be transferred to the Sponsor on account of the Total Purchase Price, including the Storage Compartment License Payment, if applicable, (ii) if applicable, shall execute and deliver to the mortgagee the note and mortgage, and any other documents required by the mortgagee, as well as any documents required by Sponsor, and (iii) shall deliver the Balance Due at Closing.

Title to the Unit will close only after or concurrently with the occurrence of the events set forth in the Section of the Plan entitled "Closing of Title to Units".

3. **Power of Attorney to Board of Managers and Sponsor**. At the closing of title and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the power of attorney to the Board of Managers and Sponsor in

the form contained in Part II of the Plan. Purchaser agrees to deliver such power of attorney to Sponsor at the closing of title for recording and to pay the recording fee.

4. **Binding Effect of Declaration, By-Laws, Plan, Rules and Regulations.** Purchaser hereby agrees to be bound by the Declaration, the By-Laws, the Rules and Regulations and the Plan, as same may be amended from time to time.

5. **Condition of Title.** Sponsor agrees to convey to Purchaser title in fee simple to the Unit free and clear of all liens and encumbrances other than those set forth in the Plan, specifically in Part I thereof in the section titled "Terms of Sale," and Exhibits submitted in connection therewith (as well as other mortgages, if any, obtained by Purchaser).

Notwithstanding the above, the existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided that a reputable title insurance company licensed to do business in the State of New York shall be willing to insure against collection of same from the Unit herein described. The parties agree that the Sponsor may pay and discharge any liens and encumbrances upon the property, not provided for in the Plan or this Agreement, out of the monies to be paid by the Purchaser at the time of closing title.

6. **Expenses of Closing and Closing Adjustments**. Purchaser will pay the closing costs and expenses referred to in the Section of the Plan (as same may be amended to date) entitled "Unit Closing Costs and Adjustments," including, but not limited to, the amount of any credit for mortgage recording tax as set forth in such Section, payment for title insurance, if Purchaser elects or is required by a lender to obtain same, recording fees for recording the Deed, Power of Attorney and any Partial Release and/or UCC-3 Termination Statement for the Unit related to Sponsor's financing encumbering the Building, real estate taxes, New York City Real Property Transfer Tax, New York State Transfer Tax, Sponsor's attorney's fees for closing the Unit, and costs associated with obtaining a mortgage loan. The legal fees of Sponsor's attorneys in the amount of $2,750.00 will be payable by Purchaser to D'Agostino, Levine, Landesman & Lederman, LLP, if rendered by such firm, provided that an additional fee of $750.00 per closing shall be due and payable for any Unit closing which occurs outside the office of Sponsor's attorneys. A further fee of $750.00 shall be payable by Purchaser to Sponsor's attorneys for the work involved for each assignment of a purchase agreement or contract. Assignments are permitted only with prior written consent of Sponsor. Finally, a legal fee in the amount of $750.00 shall be paid by Purchaser to Sponsor's attorneys for each cancellation and or release if prepared by such firm. Purchaser will also pay to the Board of Managers the sum equal to two months of Common Charges for the Unit being purchased as Purchaser's contribution to the Working Capital Fund of the Condominium. Except as otherwise provided in this agreement, real estate taxes and Common Charges and expenses, including the Storage Compartment Monthly License Fees, if applicable, shall be adjusted between Sponsor and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Sponsor in excess of $750.00 will be paid by certified check or bank check drawn on a bank or trust company which is a member of the New York Clearing

House Association or any successor organization. The obligation of the Purchaser to pay the transfer taxes as stated above shall survive the Closing.

Notwithstanding anything herein to the contrary, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Purchaser may order such insurance from any reputable title or abstract company authorized to do business in the State of New York, including Madison Title Agency, LLC (Tel. No. 212-808-9800) as agent for Old Republic Title Insurance Company ("Old Republic"). Title insurance rates are regulated by law, subject to the approval of the Department of Financial Services of the State of New York, and should be the same, regardless of the title or abstract company used, for any given property.

7. **Agreement Subject to Mortgages**. Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage or development loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this Paragraph 7, however, on the Closing Date the only mortgage to which the Unit will be subject will be the mortgage(s) obtained by Purchaser, if any.

8. **Mortgage Financing Contingency**. (THE PURCHASE OF THE UNIT WILL NOT BE CONDITIONED ON FINANCING AND THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED).

9. **Default by Purchaser**. If Purchaser shall fail to pay any portion of the balance of the Total Purchase Price, including the Storage Compartment License Payment, if applicable, when due, fail to close title on the date, hour and place specified by Sponsor pursuant to Paragraph 2 hereof or on the Adjourned Closing Date or fail to perform any of Purchaser's other obligations hereunder, such failure shall constitute a default by Purchaser. Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THIS AGREEMENT WITHIN SUCH THIRTY (30) DAY PERIOD. If such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Sponsor has no obligation to extend the time to cure and may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the Down Payment, including any Storage Compartment License Payment, if applicable, and any other amounts paid by Purchaser for any special or custom work shall be paid over to Sponsor as and

for liquidated damages and thereafter the Purchase Agreement shall become null and void. In the event that Sponsor shall elect so to cancel this Agreement, Sponsor shall certify to its attorneys, D'Agostino, Levine, Landesman & Lederman, LLP, that title has not closed because of Purchaser's default, that a notice to cure was delivered to Purchaser and Purchaser has failed to cure the default within thirty (30) days from the mailing date or within thirty (30) days from personal delivery of such notice and that Sponsor has elected to cancel this Agreement by reason thereof, and D'Agostino, Levine, Landesman & Lederman, LLP, shall thereupon pursuant to Paragraph 16 hereunder, cause to have paid over to Sponsor as liquidated damages the Down Payment, including the Storage Compartment License payment, if applicable, (and the actual cost incurred by Sponsor for any special work in the Unit ordered by Purchaser) and any interest earned thereon, and upon such payment being made each of the parties hereto shall be relieved of any further liabilities or obligations hereunder. If Sponsor instructs the Escrow Agent 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 either (a) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in this Purchase Agreement; (b) a subsequent writing signed by both Sponsor and Purchaser; or (c) a final, non-appealable order or judgment of a court. 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 Condominium is located and shall give written notice to both parties of such deposit. Sponsor shall reimburse D'Agostino, Levine, Landesman & Lederman, LLP insofar as it is acting in its capacity as Escrow Agent for its reasonable cost and expenses, including attorney's fees and the fair value of legal services rendered by the Escrow Agent to itself incurred as a result of any dispute or litigation concerning the right to the Down Payment. Sponsor shall not seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. If this Agreement shall be canceled by Sponsor pursuant to the provisions of this Paragraph 9, Sponsor may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. D'Agostino, Levine, Landesman & Lederman, LLP may rely upon the truth and accuracy of the facts contained in Sponsor's certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

10. **Agreement May Not be Assigned; Advertising**. Purchaser shall have no right to assign this Agreement without the prior consent in writing of Sponsor and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Sponsor. In the event Sponsor consents to the assignment of this Agreement, Purchaser shall pay D'Agostino, Levine, Landesman & Lederman, LLP the legal fee of Sponsor's attorneys for reviewing the assignment agreement. Such fee shall be approximately $750.00, plus disbursements. Prior to and for eighteen (18) months subsequent to the closing of title to the

Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale or resell the Unit. This Provision is to survive closing of title to the Unit.

11. **Notices**. Any notice to be given hereunder shall be in writing and sent by registered or certified mail or personal delivery to Purchaser at the address given above and to Sponsor at c/o Joseph Moshkovsky, CPA, 747 Third Avenue, 4th floor, New York, NY 10017-2803 (with copy to D'Agostino, Levine, Landesman & Lederman, LLP, 345 Seventh Avenue, 23rd Floor, New York, New York 10001) or at such other address as either party may hereafter designate to the other in writing. All such notices and communications shall be deemed to have been received on the date of personal delivery or on the fifth day after mailing.

12. **No Representation**. Except as herein or in the Plan specifically set forth, Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements of any nature, whether made by Sponsor, Sponsor's Counsel or Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit, the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the building services or amenities, the estimated Common Charges and expenses allocable to the Unit or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Purchaser. Purchaser agrees that Sponsor shall have no liability or responsibility to Purchaser if the layout or dimensions of the Unit or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications for the Building are not accurate or correct, provided such layout or dimensions conform substantially to the floor plans and the architectural plans and specifications for the Building and the site as modified or supplemented in accordance with the Plan and that Purchaser will not be relieved from his obligations hereunder by reason of any minor inaccuracy or error. This provision shall survive the closing of title to the Unit.

13. **Recording of Deed and Power of Attorney**. At the closing of title, Purchaser will deliver the executed deed received from Sponsor and executed and acknowledged power of attorney to the representative of the title company, if any, or to Sponsor for recording in the New York County Office of the Register of the City of New York. Such deed and power of attorney will be in the form set forth in the Plan.

14. **Binding Effect**. This Purchase Agreement shall not be effective or binding on Sponsor until a counterpart hereof is executed by Sponsor and delivered to Purchaser. Subject to the provisions hereof, this Purchase Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

15. **Agreement Subject to Plan Becoming Effective; Sponsor's Right to Cancel**. This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Sponsor at any time prior to its being declared effective and before eighty percent (80%) of the Units have been purchased. Sponsor also reserves the right to abandon the Plan after it has been declared effective pursuant to other provisions of the Offering Plan as set forth in the section titled "Effective Date of Plan". Additionally, the Plan shall be abandoned and

deemed abandoned if it has not been declared effective within the time prescribed by the Plan. If the Plan is abandoned or does not become effective this Purchase Agreement shall be deemed cancelled, and the Plan terminated and Purchaser is to receive back, not later than five (5) days thereafter, in full, all monies paid by him hereunder, and upon such repayment no party shall have any claim against any other party, person or entity, and all parties shall be released from all obligations hereunder and under the Plan. If, after the Plan is declared effective, title to the Unit shall not close within the time set forth in Paragraph 2 hereof or in the Plan, for any reason other than Purchaser's default, then, at Purchaser's option, upon prior written notice sent by Purchaser to Sponsor within fifteen (15) days subsequent to the end of the scheduled closing date, after permitted adjournments, this Purchase Agreement shall be deemed cancelled. If this Purchase Agreement is cancelled pursuant to the provisions of this paragraph, then not later than five (5) days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereon, if any. Upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations.

Sponsor may cancel this Purchase Agreement by forwarding its check in the full amount paid by the Purchaser, together with a notice in writing, addressed to the Purchaser at his address hereinabove set forth in the event of the occurrence of any of the following: (a) that any governmental bureau, department or subdivision thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions shall prevent the Sponsor from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the dwellings; or (b) that the Sponsor is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, acts of God or if the installation of public utilities is restricted or curtailed.

16. **Down Payment Deposit; Escrow Account and Escrow Agent; Payment of Purchase Price; Notice of Closing.**

The required aggregate Down Payment pursuant to this Agreement will be either twenty percent (20%) or, if applicable, fifty percent (50%), of the Total Purchase Price for the Unit, including the Storage Compartment License Payment, if applicable, set forth in the Plan, as amended, which Down Payment shall be increased by special custom work or materials, if any, requested by Purchaser and agreed to by Sponsor in its sole discretion and as itemized in this Agreement.

In accordance with section 71-a(3) of the Lien Law, Sponsor has appointed the law firm of D'Agostino, Levine, Landesman & Lederman, LLP , with an address at 345 Seventh Avenue, 23rd Floor, New York, NY 10001, telephone number 212-564-9800, to serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser to hold all Deposits, other than the deposit for a copy of the Offering Plan, received by it from Purchasers, either directly or through its agents or employees in trust. The Escrow Agent has established the escrow account at Bank Hapoalim, B.M., located at 1120 Avenue of the Americas, New York, NY 10036 (the "Escrow Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled

"D'Agostino, Levine, Landesman & Lederman, LLP Escrow Account for 1790 Third Avenue Condominium or a similar name (the "Escrow Account"). Purchasers are further advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Down Payment will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Escrow Bank, the aggregate of Purchaser's funds at the Escrow Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Escrow Bank, that a Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non-interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account.

The Escrow Agent has designated the following partners to serve as signatories: John D'Agostino, Esq., Michael J. Levine, Esq., Wayne R. Landesman, Esq., Bruce H. Lederman, Esq., Bettina Miraglia, Esq., and Jose M. Rivera, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The 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.

All Deposits remitted to Escrow Agent shall be in the form of certified or official checks, personal checks subject to collection, or wire transfers upon prior consent by Sponsor and Escrow Agent, and shall be made payable to, or endorsed by the Purchaser, to the order of D'Agostino, Levine, Landesman & Lederman, LLP, as Escrow Agent.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue as of the date the deposit of the Down Payment clears and is posted by the Bank to the Escrow Account. Absent Purchaser's default, all interest earned thereon shall be paid to or credited to the Purchaser at closing. Prior to the release of the Deposits, no fees of any kind from the principal or any interest earned thereon may be deducted from the Escrow Account, and the Sponsor shall bear all administrative costs associated with the maintenance of the Escrow Account.

Within five (5) business days after the Purchase Agreement has been executed by all necessary parties and tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10)

business days after placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance with the terms of a written agreement between Purchaser and Sponsor.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after the Purchase Agreement has been executed by all necessary parties and tendered, along with the Deposit, to Escrow Agent (the "Date of Tender"), he or she may cancel the Purchase Agreement within ninety (90) days after the Date of Tender. 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.

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL §352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Offering Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Offering Plan does not relieve the Sponsor of its obligations pursuant to GBL §§352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

(a) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in this Purchase Agreement; 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), (b), or (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 Condominium 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 Offering Plan or an amendment thereto; or

(b) all Purchasers after an Amendment abandoning the Offering 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, Offering Plan, or any amendment thereto.

The Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

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).

The 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.

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.

Sponsor shall obtain, or cause the selling agent under the Offering Plan to obtain, a completed and signed W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), whichever may be applicable, from Purchaser and deliver such form to Escrow

Agent together with the Deposit and this Purchase Agreement. Notwithstanding anything contained herein to the contrary, unless and until Purchaser has delivered to the Escrow Agent a completed and originally-executed Form W-9 or Form W-8BEN, whichever may be applicable, the Down Payment will be deposited in a non-interest-bearing escrow account at the Bank.

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.

Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this 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. As an alternative to depositing Down Payments in escrow as set forth above, Sponsor may post a bond or indemnity contract with a licensed surety company ensuring return of such monies, which bond or contract is to be delivered to Purchaser.

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

In the event of an uncured default by Purchaser in his obligations under the Purchase Agreement, no more than twenty percent (20%) of the Purchase Price, including the Storage Compartment License Payment, if applicable, plus any interest earned thereon, may be retained as liquidated damages. Notwithstanding the above, the actual cost incurred by Sponsor for any special work in the Unit ordered by Purchaser may also be retained as liquidated damages. Sponsor agrees not to seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. No Down Payment or other monies shall be released pursuant to an uncured default by Purchaser prior to the First Unit Closing and/or the Consummation of the Plan.

The balance of the Total Purchase Price will not be payable until closing of title to the Unit.

Following the declaration of effectiveness of the Plan, Purchaser will be given at least thirty (30) days prior written notice of the closing date for his Unit, which notice will also remind him of his obligation to pay the balance of the purchase price at that time and will state when Common Charges will be due and payable.

17. **Equipment and Furnishings**. Sponsor will provide Purchaser only with the fixtures, equipment, hardware, appliances and furnishings referred to in the Plan, which are included in the purchase price of the Unit. Furnishings, equipment, appliances and decorations in any model unit or sales office not referred to in the Plan are excluded from this sale unless specifically included by a rider to this Purchase Agreement. The cost of any such items will be added to the purchase price of the Unit.

18. **Acceptance of Condition of Unit; Risk of Loss.**

(i) Purchaser shall accept title (without abatement in or credit against the purchase price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit, including custom work, or the Building or (b) other Units or (c) any recreation facilities or amenities or (d) the landscaped areas or (e) other portions of the Common Elements have not been completed. Minor details referred to in (a) above shall include but not be limited to any items which Sponsor and Purchaser agree to and set forth on the Punchlist Inspection Statement, appearing in Part II of the Plan. The Punchlist Inspection Statement shall survive the closing of title.

(ii) Prior to the closing of title to a Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Sponsor or the Selling Agent. Purchaser shall have the right to enter and inspect such Unit prior to the closing of title, but shall be obligated to make an inspection appointment with Sponsor or the Selling Agent. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the closing of title thereto.

(iii) Purchaser represents to Sponsor that he has examined the Unit and agrees that his execution of this Purchase Agreement shall constitute acceptance of the Unit and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present condition on the date of this Purchase Agreement, subject to reasonable use, wear, tear and natural deterioration between the date of this Purchase Agreement and the Closing Date and subject to any other obligations of Sponsor under the terms of the Plan.

(iv) The risk of loss from fire or other casualty with respect to the Unit shall remain with Sponsor until the closing of title for the Unit. Sponsor at its sole discretion, reserves the right to either repair or restore such Unit whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit, which loss or other casualty is not otherwise covered by either the Condominium's insurance or Sponsor's insurance. Additionally, in the event that Purchaser, or one claiming by or through Purchaser enters into possession of the Unit prior to the closing of title, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment.

Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. PURCHASER SHOULD CONSULT WITH AN ATTORNEY AND/OR INSURANCE AGENT AS TO HIS OR HER INSURANCE NEEDS.

19. **Possession of Unit Prior to Closing.** It is expressly understood and agreed that the Purchaser shall in no event take possession of the Unit prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this Purchase Agreement, and should the Purchaser violate this provision, the Purchaser consents that the Sponsor shall have the right to remove him from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Sponsor, and if the Sponsor so elects, the Sponsor may cancel this Agreement and the amount deposited hereunder shall belong to the Sponsor as liquidated damages deemed earned hereunder. It is further understood and agreed that the Sponsor will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the property before, on or after the closing of title herein.

20. **Limitation of Sponsor's Liability.** The Sponsor's liability under this Purchase Agreement for failure to complete and/or deliver title for any reasons whatsoever shall be limited to the return of the money deposited hereunder (with interest, if any), and upon the return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Sponsor shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the Unit marketable or to cure any objection to title.

21. **Definitions.** The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be deemed joint and several. The terms used herein shall have the same meanings as ascribed thereto in the Plan.

22. **Gender.** The use of the masculine gender in this Purchase Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

23. **Other Agreements.** This Purchase Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them and no oral representations or statements shall be considered a part hereof.

24. **Amendment of Purchase Agreement.** This Purchase Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

25. **Brokerage.** Purchaser represents and warrants to Sponsor that Douglas Elliman and _____, as co-broker, is/are the only broker(s) or sales agents with whom Purchaser has dealt in connection with this transaction, hereinafter the "Broker".

Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement between the Sponsor and Broker. Purchaser agrees that should any claim be made against Sponsor or Broker, for commissions by any other broker or co-broker, other than the aforementioned Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor and Broker free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this paragraph 25 shall survive the closing of title.

26. **Storage Compartment.** If applicable, the Purchaser will be assigned a Storage Compartment at the cellar level of the Building and at the Closing will be required to execute a Storage Compartment License Agreement governing the use of the Storage Compartment. A copy of the Storage Compartment License Agreement to be executed at Closing is attached hereto as **Exhibit "A"**. The Storage Compartment License will only be assigned to the Purchaser simultaneously with the Purchaser acquiring the Unit. In the event a Residential Unit Owner elects to terminate a Storage Compartment License and does not transfer same to another Residential Unit Owner, the rights to the Storage Compartment in question will devolve to the Board of Managers which shall have the right to issue a new Storage Compartment License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only rent their respective Storage Compartment to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto, which shall not be unreasonably withheld and/or delayed. The Storage Compartments are located at the cellar level of the Building and the Board and Sponsor cannot make any representation that the Storage Compartments will remain dry or will not experience any water infiltration, and neither the Sponsor nor the Board will be responsible for any damage to any items placed in the Storage Compartment. Residential Unit Owners who place items in the Storage Compartments do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

Residential Unit Owners must comply with all applicable Laws regarding the Storage Compartments, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction there over. Purchaser shall be responsible for the payment of any state and city transfer taxes due in connection with the licensing of the Storage Compartment. The fact that a Storage Compartment may not be available for use by the Purchaser at the time of closing will not constitute a basis for a Purchaser to fail to close title to a Residential Unit, and Purchaser shall nonetheless be obligated, at closing, to execute the Storage Compartment License Payment. The provisions of this Paragraph 26 shall survive the closing.

27. **Governing Law.** This Purchase Agreement shall be governed by and construed in accordance with the law of the State of New York, notwithstanding the principals of Conflict of Laws.

28. **Jury Waiver.** Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this

Purchase Agreement or the relationship of the parties as Purchaser and Sponsor, or the right of Purchaser to any statutory relief or remedy.

29. **Costs of Enforcing and Defending Agreement.** Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement, or in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing either Sponsor's rights or Purchaser's obligations hereunder.

30. **Acceptance by Sponsor.** Within twenty (20) days after delivery to Sponsor or its Agent by Purchaser of this Purchase Agreement, executed by Purchaser, together with the required Down Payment, Sponsor will either:

(a) accept this Agreement and cause to be returned to Purchaser a fully executed counterpart thereof, or

(b) reject this Agreement offer and refund the Down Payment tendered by Purchaser.

If Sponsor takes no action within said twenty (20) day period this Purchase Agreement shall be deemed null and void and Sponsor will return Purchaser's Down Payment within twenty (20) days.

Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Purchase Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

31. **Transfer Tax Returns.** At closing, Purchaser will duly complete and sign before a Notary Public the transfer tax return required to be filed with the City of New York and the appropriate New York State form (TP-584 or its successor) required to be filed with the New York County Register's office. This transfer tax return and TP-584 form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer.

32. **Foreign Investment in Real Property Tax Act.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), upon disposition of a United States real property interest by a foreign person on or after January 1, 1985, the Purchaser of such real property interest must deduct and withhold a tax equal to ten percent (10%) of the purchase price unless the Sponsor furnishes a certificate that it is not a foreign entity or individual. Sponsor, a

Delaware limited liability company, will furnish to Purchaser a non-foreign certification at closing, thereby complying with FIRPTA and relieving Purchaser from any withholding obligations.

33. **Custom Work.** Purchaser acknowledges and agrees that all custom work ordered by Purchaser and consented to by Sponsor in its sole and absolute discretion, is to be performed by Sponsor's contractors. The cost of such custom work will be in addition to the total purchase price for the Unit and will be at the sole cost and expense of Purchaser. The Initial Down Payment for the purchase of the Unit will be increased by the total cost of the custom work. Although initially deposited in escrow, upon the rescission of a Purchase Agreement by Purchaser, the funds deposited for the extra custom work will not be refunded to the Purchaser to the extent such funds have already been expended or will be expended on costs Sponsor has accrued and is obligated to pay with respect to custom work.

34. **Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction.** If applicable, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will be required at the time of closing of title to the Purchaser's Unit, to expressly waive any and all immunity from suit by Sponsor and/or the Board of Managers of the Condominium. Such Purchasers at closing will be required to execute the "Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction" which is attached hereto as **Exhibit "B"** to the Purchase Agreement.

35. **Confidentiality**. Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking the confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

36. **Damage to Public Improvements, Amenities and Common Elements.** Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Element on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Sponsor, then and in that event, Sponsor may complete same at the expense of Purchaser who shall reimburse Sponsor for the cost thereof immediately upon demand. This paragraph shall survive delivery of the deed at Closing.

37. **Purchaser's Representations Regarding OFAC and the PATRIOT Act.** Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing such documents evidencing Purchaser's authority as may be required by

Purchaser's title company. Purchaser further represents that the Down Payment represents Purchaser's own funds and that no other party (other than Purchaser or Sponsor, as provided herein) has any right or claim to all or any portion of the Down Payment.

Purchaser is not now, nor shall it be at any time prior to or at the Closing, an individual, corporation, partnership, joint venture, trust trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Neither Purchaser nor any person who owns an interest in Purchaser is now nor shall be at any time prior to or at the Closing a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312(a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

Purchaser has taken, and shall continue to take until the Closing, such measures as are required by applicable law to assure that the funds used to pay to Sponsor the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at Closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. App. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

The provisions of this paragraph 37 shall survive the Closing of title to the Unit or termination of this Agreement.

38. **Survival**. The closing of title to the Unit and the delivery of the deed thereto shall be deemed full compliance by Sponsor with each and every term of this Purchase Agreement, except as to any item specifically listed and excepted therefrom. All representations under the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

39. **Conflict with Plan**. Any conflict between the Plan and this Purchase Agreement will be resolved in favor of the Plan.

40. **Captions**. The captions in this Purchase Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Purchase Agreement, or the intent of any provision hereof.

Dated: _____

_____, New York

_____L.S.

_____Purchaser

_____L.S.

_____Purchaser

ACCEPTED BY SPONSOR:

1790-1792 THIRD AVENUE LLC

By:_____

Name:_____

Title: _____

Dated:_____, 20__

ESCROW AGENT:

D'Agostino, Levine, Landesman & Lederman, LLP

By:_____

_____, Partner

EXHIBIT A
TO PURCHASE AGREEMENT

STORAGE COMPARTMENT LICENSE AGREEMENT

AGREEMENT MADE THIS _____ day of _____, 20__ (this "Agreement") by and between the Board of Managers of 1790 Third Avenue Condominium ("Licensor"), having an office c/o Joseph Moshkovsky, CPA, 747 Third Avenue, 4th floor, New York, NY 10017-2803, and _____, residing at 1790-1792 Third Avenue, New York, NY 10029 (the "Licensee");

WHEREAS, pursuant to that certain Condominium Declaration, By-Laws and Rules and Regulations for the condominium known as the 1790 Third Avenue Condominium (the "Condominium") dated _____, recorded on _____ as CRFN _____, as same may be amended from time to time, (collectively the "Declaration") for the property having the street address of 1790-1792 Third Avenue, New York, NY 10029 (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Declaration, Licensor is responsible for the administration of the Common Elements of the Condominium, including, without limitation the "Storage Compartments" as same are described and defined in the Declaration;

WHEREAS, Licensee, owns or simultaneously herewith, Licensee is acquiring a Residential Unit in the Condominium and;

WHEREAS, Licensee desires the right to the exclusive use of the Storage Compartment identified as Storage Compartment #____ (the "Compartment") for so long as Licensee owns a Residential Unit in the Condominium.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to and in accordance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its permitted successors and assigns and Licensee hereby accepts from Licensor, a license (the "License") to use the Compartment during the term hereof for storage of Licensee's personal property and the property of occupants of the Unit (the "Permitted Users") and for no other purpose. Licensee shall not store any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay or (iv) valuable items. Licensee shall not (a) interfere with another tenant of Licensor, (b) store any property in the Building outside of the Compartment, (c) allow any other person to use the Compartment except in accordance with the

terms thereof, or (d) deface, damage or alter the Compartment, the Building or Licensor's equipment. Licensee shall keep the Compartment 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.

2a. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Storage Compartment or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Condominium and the Licensee with respect to this Agreement.

2b. The term of this License shall commence on the 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 Residential Unit in the Condominium. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Compartment, broom clean, in the condition as existed prior to the commencement of this Agreement. Any property not removed from the Compartment 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.

3. Licensee shall indemnify and save harmless the Sponsor, Licensor and Sponsor's or Licensor's officers, employees and 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 Compartment, or by Sponsor or the Licensor, their officers, employees, agents, servants or contractors when acting as agent for the Licensee as herein provided.

4. Neither Licensor nor its agents or employees shall be liable for any theft or damage to the property stored in the Compartment unless due to the gross negligence of the Licensor. Licensee understands that Licensor intends to leave the storage area unattended and that Licensee stores property in the Compartment at Licensee's own risk, including, without limitation, the possibility that the Compartment 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. Licensee represents that it has made a thorough inspection of the Compartment 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 Compartment. Licensee shall repair all damage to the Building and the Compartment by moving of its property, furniture or equipment.

6. Licensor shall not provide any services to the Compartment, except lighting on the floor in which the Compartment is located. Licensee shall keep the Compartment clean. Licensee shall have access to the Compartment only from 9:00 A.M. to 10:00 P.M., seven days a week.

7. This Agreement shall inure to the benefit of Licensor's successors and assigns and may not be modified except by a writing signed by the party to be charged.

8. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Compartment 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.

9. Licensee shall, at all times, use the Compartment 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 Compartment. 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.

10. Licensor or its agents shall have the right (but not the obligation) to open the Compartment 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 Compartment or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

11. 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.

12. Notwithstanding anything to the contrary set forth herein, in the event Licensee desires to assign this Agreement, such assignment shall comply with the then requirements of Licensor to effectuate such assignment, including, without limitation, the obligation to enter into a new license agreement with the assignee. Licensee may permit use of the Compartment by others than the Permitted Users only with the consent of Licensor.

13. All capitalized terms used in this Agreement not defined herein shall have the same means ascribed to them in the Declaration.

14. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, permitted successors and assigns of the Licensee.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

16. If any provision of this Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

17. Either party shall execute, acknowledge or deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

18. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and the Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.

19. At the inception of the term of the Storage Compartment License, the Licensor has reserved the right to charge Purchaser/Licensee a monthly license fee (the "License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the Term of this Agreement. The License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers, as Licensor, then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The License Fee shall be in the amount of $50.00 per month, commencing on the date of this License and will continue for the following twelve (12) months. Thereafter the Board of Managers, as Licensor, may increase the License Fee annually, in its sole discretion.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LICENSOR:

Board of Managers of
1790 Third Avenue Condominium

By:_____
Name:
Title:

LICENSEE:

_____

_____

1790 Plan

Attached Storage Compartment Floor Plan

Storage Compartment # _____

1790 Plan

EXHIBIT B
TO PURCHASE AGREEMENT

WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY
AND CONSENT TO JURISDICTION

In consideration of Sponsor conveying title to Unit _____ of 1790 Third Avenue Condominium located at 1790-1792 Third Avenue, New York, New York 10029 and for other good and valuable consideration to Sponsor, the receipt and sufficiency of which is hereby acknowledged by Sponsor, Purchaser hereby agrees to the following:

1. Capitalized terms used and not otherwise defined in this Waiver shall have the respective meanings ascribed thereto in the Offering Plan, as amended from time to time.

2. Purchaser represents and warrants that the Purchase Agreement for Unit _____ and the sales transaction contemplated thereunder is a commercial rather than a public or governmental act, and that Purchaser is not entitled to claim immunity from legal proceedings with respect to Purchaser or any property of Purchaser on the grounds of sovereignty or otherwise under any law or in any jurisdiction where any action may be brought for enforcement of Purchaser's obligations thereunder.

3. To the extent that Purchaser has now or may hereafter acquire such, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and the Condominium Declaration and By-Laws, (i) immunity from the jurisdiction of any court (including but not limited to the courts of the United States or any State thereof) and (ii) immunity of Purchaser's revenues, assets or properties (whether commercial or non-commercial) (A) from execution upon, attachment in aid of execution upon, and attachment prior to a judgment of any such court, (B) from setoff, and (C) from any other legal action or proceeding taken to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws. In addition to the extent not prohibited by the laws of the United States or international law, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and/or the Condominium Declaration and By-Laws, "mission inviolability" as same has been interpreted under the Vienna Convention on Diplomatic Relations, 23 U.S.T. 3227.

4. Purchaser, Sponsor and the Board of Managers of the Condominium acknowledge and agree that all disputes arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws and all actions to enforce the Purchase Agreement and/or the Condominium Declaration and By-Laws may be dealt with and adjudicated in the courts of the United States of America or the State of New York, as Sponsor and/or the Board of Managers of the Condominium elect, and, by execution of the Purchase Agreement, Purchaser hereby expressly and irrevocably

accepts for itself and, to the extent permitted by law, in respect of Purchaser's property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws or in any action to enforce the Purchase Agreement and/or the Condominium Declaration and By-Laws. So far as is permitted under applicable law, this consent to personal jurisdiction by Purchaser shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Waiver, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

5. Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by applicable law, Purchaser hereby irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (i) any objection which Purchaser may now or hereafter have to the laying of venue or any suit, action or proceeding relating, directly or indirectly, to the Purchase Agreement and/or the Condominium Declaration and By-Laws in the State of New York, (ii) any claim that the State of New York is not a convenient forum for any such suit, action or proceeding, and (iii) any claim that Purchaser is not personally subject to the jurisdiction of the above named courts. Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by law, Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court of competent jurisdiction shall be conclusive and binding upon Purchaser and may, to the fullest extent permitted by 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.

6. In the case of the courts of the United States of America and the State of New York, Purchaser hereby designates, appoints and empowers the party described below ("Purchaser's Agent"):

_____

_____

_____

as its authorized agent to accept and acknowledge for and on Purchaser's behalf service of process in any legal action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws, but for no other purpose. Purchaser acknowledges that the provisions of this Section 6, and the provisions of Section 8, below constitute a "special arrangement for service" within the meaning of 28 USC §1608.

7. Purchaser shall have Purchaser's Agent execute all documents and affidavits reasonably necessary to insure that (i) the designation and appointment of Purchaser's Agent as such shall be irrevocable until one year after the date of the closing of title to the Unit, and (ii) Purchaser's Agent shall not cease to act as the agent for service unless and until, in either case, another agent for such purpose reasonably satisfactory to Sponsor and/or the Board of Managers of the Condominium shall have been irrevocably designated and appointed and Purchaser shall have delivered to Sponsor and/or the Board of Managers of the Condominium or any of its successors or assigns, evidence in writing of such other agent's acceptance of such appointment. Any attempt by Purchaser's Agent to cease to so act shall be ineffective and without force or effect unless the foregoing provisions of this Section 7 shall be complied with.

8. Purchaser hereby consents to process being served in any suit, action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws either by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested to (i) Purchaser at the address set forth in the Purchase Agreement, if mailed prior to the closing of title to the Unit, and thereafter at the Unit conveyed, and (ii) to Purchaser's Agent at the address set forth in Section 6 of this Waiver. Service shall be deemed completed ten (10) days after delivery thereof to such party served. Purchaser irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of any such service and agrees that such service (i) shall be deemed in every respect effective service of process upon Purchaser in any such suit, action or proceeding, and (ii) shall to the fullest extent permitted by law, be taken and held to be valid personal service upon and personal, delivery to Purchaser. Copies of any process or other papers served on Purchaser's Agent shall be forwarded promptly to Purchaser but failure to do so shall have no effect on the effectiveness of such service on Purchaser's Agent. Purchaser undertakes to enter an unconditional appearance within thirty (30) days after the completion of such service.

9. 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 (a) the appointment of Purchaser's Agent, (b) the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York, and (c) any other provisions of this Waiver.

10. Nothing in this Waiver shall affect the right of Sponsor and/or the Board of Managers of the Condominium to serve process in any other manner permitted by law or limit the right of Sponsor and/or the Board of Managers of the Condominium or any of its successors or assigns, to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

11. The provisions of this Waiver shall survive the closing of title to the Unit to Purchaser for the purpose of any suits, action or proceeding arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws

or any action to enforce the Purchase Agreement and/or Condominium Declaration and By-Laws.

Dated _____, 201_

_____
Purchaser:

_____
Purchaser:

FORM OF INTERIM USE AND OCCUPANCY AGREEMENT

The Sponsor and Purchaser/Occupant agree as of _____ that Purchaser/Occupant shall use and occupy the Apartment (Apartment shall mean "Unit" where applicable herein) as follows:

SPONSOR/OWNER:
1790-1792 THIRD AVENUE LLC
c/o Joseph Moshkovsky, CPA
747 Third Avenue, 4th floor
New York, NY 10017-2803

PURCHASER/OCCUPANT:
[TBD]

Address for Notices: **Same as Above**

Apartment #___ at **1790 Third Avenue Condominium**
1790-1792 Third Avenue
New York, New York 10029

Term: see **Paragraph** 33
Security: $TBD; **Rent:** $TBD

Bank: Not Applicable

Use and Occupancy Fee is $TBD per month for each of the maximum of Twelve (12) months. At the closing of title to the Unit Purchaser/Occupant and Sponsor shall adjust the use and occupancy fee on a pro rata basis for the month in which the closing occurs.

1. **Use.** The Apartment must be used only for residential use as a private Apartment for living and for no other reason. Only a party signing this Interim Use and Occupancy Agreement and/or the spouse and children of that party may use the Apartment. All references to "Purchaser/ Occupant" shall be read to mean "Purchaser and/or Occupant."

2. **Failure to give possession.** Sponsor and Owner, hereinafter collectively referred to as Sponsor, shall not be liable for failure to give Purchaser/Occupant possession of the Apartment on the beginning date of the Term. The Use and Occupancy Fee shall be payable as of the beginning of the Term unless Sponsor is unable to give possession. The Use and Occupancy Fee shall then be payable as of the date possession is available. Sponsor must give possession within a reasonable time, if not, Purchaser/Occupant may cancel and obtain a refund of the money deposited for the Use and Occupancy Fee. Sponsor will notify Purchaser/Occupant as to the date possession is available. The ending date of the Term will not change.

3. **Use and Occupancy Fee, Added Use and Occupancy Fee.** The Use and Occupancy Fee payment for each month must be paid on the first day of that month at Sponsor's address. Sponsor need not give notice to pay the Use and Occupancy Fee for such fee to be due. The Use

and Occupancy Fee must be paid in full. The first month's Use and Occupancy Fee and security is to be paid when Purchaser/Occupant signs this Interim Use and Occupancy Agreement. Purchaser/Occupant may be required to pay other charges to Sponsor under the terms of this Interim Use and Occupancy Agreement. They are to be called an "Added Use and Occupancy Fee." This Added Use and Occupancy Fee is payable in the same manner as the Use and Occupancy Fee, together with the next monthly Use and Occupancy Fee due. If Purchaser/Occupant fails to pay the Added Use and Occupancy Fee on time, Sponsor shall have the same rights against Purchaser/Occupant as if Purchaser/Occupant failed to pay the Use and Occupancy Fee.

4. **Notices.** Any bill, statement or notice must be in writing. If to Purchaser/Occupant, it must be delivered or mailed to the Purchaser/Occupant at the Apartment. If to Sponsor it must be mailed to Sponsor's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Sponsor must notify Purchaser/Occupant if Sponsor's address is changed.

5. **Security.** Purchaser/Occupant has given security to Sponsor in the amount stated above. The security has been deposited in the Bank named above and delivery of this Interim Use and Occupancy Agreement is notice of the deposit. If the Bank is not named, Sponsor will notify Purchaser/Occupant of the Bank's name and address in which the security is deposited.

If Purchaser/Occupant does not pay the Use and Occupancy Fee on time, Sponsor may use the security to pay for the Use and Occupancy Fee past due. If Purchaser/Occupant fails to perform any other term in this Interim Use and Occupancy Agreement, Sponsor may use the security for payment of money Sponsor may spend, or damages Sponsor suffers because of Purchaser/Occupant's failure. If the Sponsor uses the security, Purchaser/Occupant shall, upon notice from Sponsor, send an amount equal to the sum used by Sponsor. At all times Sponsor is to have the amount of security stated above.

If Purchaser/Occupant fully performs all terms of this Interim Use and Occupancy Agreement, pays the Use and Occupancy Fee on time and leaves the Apartment in good condition upon vacating the Apartment or closes title pursuant to the Purchase Agreement, as amended, then Sponsor will return the security being held.

If Sponsor sells or leases the Building, Sponsor may give the security to the buyer or lessee. Sponsor will notify Purchaser/Occupant by certified mail of the name and address of the new buyer or lessee of the building to whom the deposit has been transferred. In that event Purchaser/Occupant will look only to the buyer or lessee for the return of the security. The security is in a trust fund for Purchaser/Occupant. The Sponsor may use the security as stated in this Section. Sponsor may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Sponsor as stated Sponsor will give Purchaser/Occupant the interest less the sum Sponsor is allowed to keep for expenses. If the law does not require security to bear interest, Purchaser/Occupant will not be entitled to it.

6. **Services.** Sponsor will supply: (a) heat as required by law, (b) hot and cold water to the bathroom and kitchen, (c) use of the building's common elevator, if any, and (d) cooling if central air conditioning is installed. Stopping or reducing of service(s) will not be reason for Purchaser/Occupant to stop paying Use and Occupancy Fee, to make a money claim or to claim eviction. Purchaser/Occupant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Sponsor, caused by Purchaser/Occupant's acts or neglect, may be repaired by Sponsor at Purchaser/Occupant's expense. The repair cost will be an Added Use and Occupant Fee.

Purchaser/Occupant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Purchaser/Occupant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Sponsor or with Sponsor's written consent. Purchaser/Occupant must not use more electric than the wiring or feeders to the Building can safely carry.

Sponsor may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete.

7. **Alterations.** Purchaser/Occupant must obtain Sponsor's prior written consent to install any paneling, flooring, "built in" decoration, partitions, railings or make alterations or to paint or wallpaper the Apartment. Purchaser/Occupant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Sponsor when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Sponsor has the right to demand that Purchaser/Occupant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least fifteen (15) days before the end of the Term. Purchaser/Occupant shall comply with the demand at Purchaser/Occupant's own cost. Sponsor is not required to do or pay for any work unless stated in this Interim Use and Occupancy Agreement.

If a Mechanic's Lien is filed on the Apartment or Building for Purchaser/Occupant's failure to pay for alterations or installations in the Apartment, Purchaser/Occupant must immediately pay or bond the amount stated in the Lien. Sponsor may pay or bond the Lien if Purchaser/Occupant fails to do so within twenty (20) days after Purchaser/Occupant is given notice of the Lien. Sponsor's reasonable costs shall be an Added Use and Occupancy Fee.

8. **Repairs.** Purchaser/Occupant must take good care of the Apartment and all equipment and fixtures in it. Sponsor will repair the plumbing, heating and electrical systems. Purchaser/ Occupant must, at Purchaser/Occupant's cost, make all repairs and replacements whenever the need results from Purchaser/Occupant's act or neglect. If Purchaser/Occupant fails to make a needed repair or replacement, Sponsor may do it. Sponsor's reasonable expense will be an Added Use and Occupancy Fee.

9. **Fire, Accident, Defects, Damage.** Purchaser/Occupant must give Sponsor prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Purchaser/Occupant is not required to pay the Use and Occupancy Fee for the time the Apartment is unusable. If part of the Apartment cannot be used, Purchaser/Occupant must pay a reasonable proportion of the Use and Occupancy Fee for the usable part. Sponsor shall have the right to decide which part of the Apartment is usable. Sponsor need only repair the damaged part of the Apartment. Sponsor is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Sponsor. Sponsor is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Sponsor's control.

If the Apartment cannot be used, Sponsor has thirty (30) days to decide whether to repair it. Sponsor's decision to repair must be given to Purchaser/Occupant within thirty (30) days of the fire or casualty. Sponsor shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not within Sponsor's control. If Sponsor fails to give Purchaser/Occupant notice of its decision within thirty (30) days, Purchaser/Occupant may cancel this Interim Use and Occupancy Agreement as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Sponsor begins to repair or before Sponsor notifies Purchaser/Occupant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Purchaser/Occupant or guest of Purchaser/Occupant all repairs will be made at Purchaser/Occupant's expense and Purchaser/ Occupant must pay the full Use and Occupancy Fee with no abatement or adjustment. The cost of the repairs will be an Added Use and Occupancy Fee.

Sponsor has the right to demolish or rebuild the Building if there is substantial damage, by fire or other casualty. Even if the Apartment is not damaged, Sponsor may cancel this Use and Occupancy Agreement within thirty (30) days after the substantial fire or casualty by giving Purchaser/Occupant notice of Sponsor's intention to demolish or rebuild. This Interim Use and Occupancy Agreement will end thirty (30) days after Sponsor's cancellation notice to Purchaser/Occupant. Purchaser/Occupant must deliver the Apartment to Sponsor on or before the cancellation date in the notice and pay all of the Use and Occupancy Fee due to the date of the fire or casualty. If this Interim Use and Occupancy Agreement is cancelled Sponsor is not required to repair the Apartment or Building. The cancellation does not release Purchaser/Occupant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor within a one hundred twenty (120) day period notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Residential Unit, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return the Deposit, together with any interest earned thereon, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and

the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

10. **Liability.** Sponsor is not liable for loss, expense, or damage to any person or property, unless due to Sponsor's negligence. Sponsor is not liable to Purchaser/Occupant for permitting or refusing entry of anyone into the Building.

Purchaser/Occupant must pay for damages suffered and reasonable expenses of Sponsor relating to any claim arising from any act or neglect of Purchaser/Occupant. If an action is brought against Sponsor arising from Purchaser/Occupant's act or neglect Purchaser/Occupant shall defend Sponsor at Purchaser/Occupant's expense with an attorney of Sponsor's choice.

Purchaser/Occupant is responsible for all acts of Purchaser/Occupant's family, employees, guests or invitees.

11. **Entry by Sponsor.** Sponsor may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems and perform other work that Sponsor decides is necessary. At reasonable hours Sponsor may show the Apartment to possible buyers, lenders, or lessee of the entire Building or land. At reasonable hours Sponsor may show the Apartment to possible or new purchaser/occupants during the last four (4) months of the Term, if applicable. Entry by Sponsor must be on reasonable notice except in emergency.

12. **Assignment and Sublease.** Purchaser/Occupant may not assign this Interim Use and Occupancy Agreement or sublet all or part of the Apartment or permit any other person to use the Apartment, unless consented to in writing by Sponsor.

13. **Subordination.** This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights, are subject and subordinate to all present and future (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Purchaser/Occupant must promptly execute any certificate(s) that Sponsor requests to show that this Interim Use and Occupancy Agreement is so subject and subordinate. Purchaser/Occupant authorizes Sponsor to sign these certificate(s) for Purchaser/Occupant. This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights are also subject and subordinate to the Condominium Offering Plan and the Condominium Declaration for **1790 Third Avenue Condominium**, as amended. This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights are also subject and subordinate to the Condominium Declaration for **1790 Third Avenue Condominium**, as amended and any further amendments thereto.

14. **Condemnation.** If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Purchaser/Occupant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Sponsor may cancel this Interim Use and Occupancy Agreement on notice to Purchaser/Occupant. The

notice shall set a cancellation date not less than thirty (30) days from the date of the notice. If this Interim Use and Occupancy Agreement is cancelled, Purchaser/Occupant must deliver the Apartment to Sponsor on the cancellation date together with the total Use and Occupancy Fee due to that date. The entire award for any taking belongs to Sponsor. Purchaser/Occupant gives Sponsor any interest Purchaser/Occupant may have to any part of the award. Purchaser/Occupant shall make no claim for the value of the remaining part of the Term.

15. **Purchaser/Occupant Duty to Obey Laws and Regulations.** Purchaser/Occupant must, at Purchaser/Occupant's expense, promptly comply with all laws, orders, rules, requests and directions, of all governmental authorities, Sponsor's insurers, Board of Fire Underwriters, or similar groups. Notices received by Purchaser/ Occupant from any authority or group must be promptly delivered to Sponsor. Purchaser/Occupant may not do anything which may increase Sponsor's insurance premiums. If Purchaser/Occupant does, Purchaser/Occupant must pay the increase in premium as an added use and occupancy fee.

16. **Purchaser/Occupant's Default.** A. Sponsor must give Purchaser/ Occupant written notice of default stating the type of default. The following are defaults and must be cured by Purchaser/Occupant within the time stated:

(1) Failure to pay the Use and Occupancy Fee or an Added Use and Occupancy Fee on time. Three (3) days in which to cure.

(2) Failure to move into the Apartment within fifteen (15) days after the beginning date of the Term. Ten (10) days in which to cure.

(3) Issuance of a court order under which the Apartment may be taken by another party. Ten (10) days in which to cure.

(4) Improper conduct by Purchaser/Occupant annoying other purchasers/occupants. Ten (10) days in which to cure.

(5) Failure to comply with any other term or Rule in this Interim Use and Occupancy Agreement. Ten (10) days in which to cure.

A. If Purchaser/Occupant fails to cure the default in the time stated, Sponsor may cancel this Interim Use and Occupancy Agreement by giving Purchaser/Occupant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than ten (10) days after the date of the notice. On the cancellation date in the notice the Term of this Interim Use and Occupancy Agreement shall end. Purchaser/Occupant must leave the Apartment and give Sponsor the keys on or before the cancellation date. Purchaser/Occupant continues to be responsible as stated in this Interim Use and Occupancy Agreement. If the default cannot be cured in the time stated, Purchaser/Occupant must begin to cure within that time and continue diligently until cured.

B. If Purchaser/Occupant's application for the Apartment contains any material misstatement of fact, Sponsor may cancel this Interim Use and Occupancy Agreement. Cancellation shall be by cancellation notice as stated in Paragraph 16A.

C. If (1) this Interim Use and Occupancy Agreement is cancelled; or (2) the Use and Occupancy Fee or an Added Use and Occupancy Fee is not paid on time; or (3) Purchaser/Occupant vacates the Apartment, Sponsor may, in addition to other remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Purchaser/Occupant and any person or property, and (b) use eviction or other lawsuit method to take back the Apartment.

D. If this Interim Use and Occupancy Agreement is cancelled, or Sponsor takes back the Apartment, the following shall occur:

(1) The Use and Occupancy Fee and an Added Use and Occupancy Fee for the unexpired Term become immediately due and payable.

(2) Sponsor may relet the Apartment and anything in it. The reletting may be for any Term. Sponsor may charge any rent or no rent and give allowances to the new tenant. Sponsor may, at Purchaser/Occupant's expense, do any work Sponsor reasonably feels needed to put the Apartment in good repair and prepare it for renting. Purchaser/Occupant shall be liable for any cost and expense of Sponsor for any necessary repair.

(3) Any Use and Occupancy Fee received by Sponsor for the re-renting shall be used first to pay Sponsor's expenses and second to pay any amounts Purchaser/Occupant owes under this Interim Use and Occupancy Agreement. Sponsor's expenses include the costs of obtaining possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers' fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Sponsor may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Sponsor's rights. Purchaser/Occupant is not entitled to any excess of the Use and Occupancy Fees collected over the Use and Occupancy Fee paid by Purchaser/Occupant to Sponsor under this Interim Use and Occupancy Agreement.

(5) If Sponsor relets the Apartment combined with other space an adjustment will be made based on square footage. Money received by Sponsor from the next purchaser/occupant other than the monthly Use and Occupancy Fee, shall not be considered as part of the Use and Occupancy Fee paid to Sponsor. Sponsor shall be entitled to all of the Use and Occupancy Fee.

If Sponsor relets the Apartment the fact that all or part of the next purchaser/occupant's Use and Occupancy Fee is not collected does not affect Purchaser/Occupant's liability. Sponsor has no duty to collect the next purchaser/occupant's Use and Occupancy Fee.

Purchaser/Occupant must continue to pay the Use and Occupancy Fee, damages, losses and expenses without offset.

E. If Sponsor takes possession of the Apartment by Court order, or under this Interim Use and Occupancy Agreement, Purchaser/Occupant has no right to return to the Apartment.

17. **Jury Trial and Counterclaims.** Sponsor and Purchaser/Occupant agree not to use their right to a Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Interim Use and Occupancy Agreement or the Apartment. This does not include actions for personal injury or property damage and warranty of habitability actions. Purchaser/Occupant gives up any right to bring a counterclaim or set-off in any action by Sponsor against Purchaser/Occupant on any matter directly or indirectly related to this Interim Use and Occupancy Agreement.

18. **No Waiver, Illegality.** Sponsor's acceptance of the Use and Occupancy Fee or failure to enforce any term in this Interim Use and Occupancy Agreement is not a waiver of any of Sponsor's rights. If a term in this Interim Use and Occupancy Agreement is illegal, the rest of this Use and Occupancy Agreement remains in full force.

19. **Insolvency.** If (1) Purchaser/Occupant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Purchaser/Occupant or Purchaser/Occupant's property is appointed, Sponsor may give Purchaser/Occupant thirty (30) days' notice of cancellation of the Term of this Interim Use and Occupancy Agreement. If any of the above is not fully dismissed within the thirty (30) days, the Term shall end as of the date stated in the notice. Purchaser/Occupant must continue to pay the Use and Occupancy Fee, damages, losses and expenses without offset. If Purchaser/Occupant files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against Purchaser/Occupant, Sponsor may not terminate this Interim Use and Occupancy Agreement.

20. **Rules.** Purchaser/Occupant must comply with these Rules. Notices of new Rules will be given to Purchaser/Occupant. Sponsor need not enforce Rules against other purchasers/occupants. Sponsor is not liable to Purchaser/Occupant if another purchaser/occupant violates these Rules. Purchaser/Occupant receives no rights under these Rules:

(1) The comfort or rights of other purchasers/occupants must not be interfered with. This means that annoying sounds, smells and/or lights are not allowed.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Apartment or in the hallways or public areas.

(3) Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances.

(4) Purchaser/Occupant must give to Sponsor keys to all locks. Doors must be locked at all times. Windows must be locked when Purchaser/Occupant is out.

(5) Apartment floors must be covered by carpets or rugs.

(6) Dogs, cats or other animals or pets are not allowed in the Apartment or Building.

(7) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(8) Laundry machines, if any, are used at Purchaser/Occupant's risk and cost. Instructions must be followed.

(9) Moving furniture, fixtures or equipment must be scheduled with Sponsor. Purchaser/Occupant must not send Sponsor's employees on personal errands.

(10) Purchaser/Occupant must not allow the cleaning of the windows or other part of the Apartment or Building from the outside.

Purchaser/Occupant shall also comply with the Rules and Regulations at the end of the By-Laws in the Condominium Offering Plan for **1790 Third Avenue Condominium**, as amended.

21. **Representations, Changes in This Interim Use and Occupancy Agreement.** Purchaser/Occupant has read this Interim Use and Occupancy Agreement. All promises made by the Sponsor are in this Interim Use and Occupancy Agreement. There are no other Sponsor representations. This Interim Use and Occupancy Agreement may be changed only by an agreement in writing signed by and delivered to each party.

22. **Sponsor Unable to Perform.** If due to labor trouble, government order, lack of supply, Purchaser/Occupant's act or neglect, or any other cause not fully within Sponsor's reasonable control, Sponsor is delayed or unable to (a) carry out any of Sponsor's promises or agreement, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Interim Use and Occupancy Agreement shall not be ended or Purchaser/Occupant's obligations affected. Purchaser/Occupant may enforce its rights under the warranty of habitability.

23. **End of Term.** At the end of the Term, Purchaser/Occupant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Purchaser/Occupant's property and all Purchaser/Occupant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or Federal holiday the Term shall end on the prior business day.

24. **Punchlist.** Purchaser/Occupant has inspected the Apartment and Building and submitted a Punchlist Inspection Statement to Sponsor, a copy of which is attached hereto. Purchaser/Occupant states that the Apartment is in good order and repair and takes the Apartment as is except for items listed on the Punchlist Inspection Statement attached hereto which are Sponsor's obligation to cure pursuant to the terms of the Offering Plan. Since Purchaser/Occupant will be occupying the subject condominium apartment prior to the closing under his Purchase Agreement, as amended, Purchaser/Occupant agrees to assume all risk and responsibility for the condition of the Apartment from and after the date hereon, and agrees to accept the Apartment at closing under the Purchase Agreement, as amended, in its then existing condition, without any obligation of the Sponsor to make any repairs, improvements or alterations except as may be required above.

25. **Sponsor's Warranty of Habitability.** Sponsor states that the Apartment is fit for human living and there is no condition dangerous to health, life or safety. This warranty applies to all sections of this Interim Use and Occupancy Agreement. Purchaser/Occupancy may not waive any of Purchaser/Occupant's rights under this warranty.

26. **Sponsor's Consent.** If Purchaser/Occupant requires Sponsor's consent to any act and such consent is not given, Purchaser/Occupant's only right is to ask the Court to force Sponsor to give consent. Purchaser/Occupant agrees not to make any claim against Sponsor for money or subtract any sum from the use and occupancy fee because such consent was not given.

27. **Use and Occupancy Agreement Binding On.** This Interim Use and Occupancy Agreement is binding on Sponsor and Purchaser/Occupant and their heirs, distributees, executors, administrators, successors and lawful assign.

28. **Sponsor.** Sponsor means the owner, or the lessee of the Building, or the holder of unsold Units or shares, or a lender in possession. Sponsor's obligations end when Sponsor's interest in the Unit or Building, as the case may be, is transferred. Any acts Sponsor may do may be performed by Sponsor's agents or employees.

29. **Paragraph headings.** The paragraph headings are for convenience only.

30. Notwithstanding anything above to the contrary, it is hereby acknowledged and agreed that simultaneously with the execution of this Interim Use and Occupancy Agreement, the Purchaser/Occupant shall execute a Rider to the Purchase Agreement, as amended amending the Purchase Agreement, as amended (collectively the "Purchase Agreement, as amended,"), with the Sponsor for the purchase of Unit ___ at **1790 Third Avenue Condominium, located at 1790-1792 Third Avenue, New York, New York 10029** to reflect the terms of this Interim Use and Occupancy Agreement. It is herewith agreed that in the event Purchaser/Occupant shall default in the payment or performance of any of Purchaser/Occupant's obligations under said Purchase Agreement, as amended, which default shall not be cured by the default cure period set forth in the Purchase Agreement, as amended, then Sponsor (at Sponsor's sole option) shall have the right to cancel this Interim Use and Occupancy Agreement so long as such default shall be continuing, it being intended that a default under the Purchase Agreement, as amended, shall

constitute a default under this Interim Use and Occupancy Agreement. In the event Sponsor exercises its right of cancellation, then this Interim Use and Occupancy Agreement shall cease and come to an end upon Sponsor's sending Purchaser/Occupants five (5) days prior written notice of its intention to cancel this Interim Use and Occupancy Agreement, except Purchaser/Occupants shall remain liable for any amounts unpaid up to the date such cancellation becomes effective (it being intended that the provisions of this sentence shall survive such cancellation). It is also herewith agreed that in the event Purchaser/Occupant shall default in the payment or performance of any of Purchaser/Occupant's obligations under this Interim Use and Occupancy Agreement, then the Sponsor, shall have the right to cancel such Purchase Agreement, as amended, it being a default under the Purchase Agreement, as amended (the provision of this sentence shall be deemed to supplement said Purchase Agreement, as amended, and shall inure to the benefit of said Sponsor). If Sponsor elects to cancel, Purchaser/Occupant shall have five (5) days after the sending of the cancellation notice to Purchaser within which to cure the specified default. Time is of the essence to cure such default within said five (5) day period. If such default is not so cured the Purchase Agreement, as amended, shall be deemed terminated and Sponsor shall have the right to retain, as and for liquidated damages all Down Payments previously made by Purchaser/Occupant (Purchaser) and released to Sponsor under said Purchase Agreement, as amended. Before the Sponsor may utilize the default under the Interim Use and Occupancy Agreement to declare a default under the Purchase Agreement, 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.

31. Notwithstanding anything above to the contrary, Purchaser/Occupant hereunder agrees and understand if Purchaser/Occupant fails to pay the balance of the purchase price for Unit ___ pursuant to the Purchase Agreement, as amended, or fails to close title to Unit ___ pursuant to such Purchase Agreement, as amended, the Purchase Agreement, as amended, shall be deemed null and void and of no further force and effect and the Sponsor/Owner and Purchaser/Occupant shall have no further obligations to each other, except that Purchaser/Occupant shall remain liable for any amounts unpaid up to the date such cancellation becomes effective.

32. Notwithstanding anything above to the contrary, Purchaser/Occupant shall be the purchaser of the Apartment pursuant to the Purchase Agreement, as amended, and hereby assumes the risk of loss to Apartment not covered by Sponsor's or Condominium's Insurance Policies resulting from fire or other casualty unless the cause of such loss originated outside the Apartment and did not result from the acts of Purchaser/Occupant or other occupants of the Apartment or Purchaser/Occupants' guests, invitees or workmen.

33. Notwithstanding anything above to the contrary, this Interim Use and Occupancy Agreement shall commence on _____, 20__ (the "Commencement Date") and terminate on the earlier of (i) twelve (12) months from the date of commencement (_____, 20__); or (ii) on the date of and immediately prior to the closing of title to Unit ___ located at **1790 Third Avenue Condominium, located at 1790-1792 Third Avenue, New York, New York 10029**; or, (iii) at the option of Sponsor, upon a default pursuant to this Interim Use and Occupancy Agreement or the Purchase Agreement, as amended.

34. Purchaser/Occupant understands that once in possession of the Apartment, they have assumed the risk of loss not covered by insurance, and therefore covenants and agrees to provide on or before the Commencement Date and to keep in force during the term hereof the following insurance coverage which coverage shall be effective on the Commencement Date:

(a) A comprehensive policy of liability insurance naming Sponsor as an additional insured protecting Sponsor and Purchaser/Occupant against any liability whatsoever occasioned by accident in or about the Apartment or any appurtenances thereto. Such policy shall have limits of liability of not less than One Million Dollars ($1,000,000.00) combined single limit coverage on a per occurrence basis, including property damage;

(b) Fire and Extended coverage in an amount adequate to cover the cost of replacement of all personal property, fixtures, furnishings and equipment located in the Apartment.

All such policies shall be issued by companies of recognized responsibility licensed to do business in New York State and rated by Best's Insurance Reports or any successor publication of comparable standing and carrying a rating of A+ VIII or better or the then equivalent of such rating, and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Purchaser and any additional insured are given at least thirty (30) days prior written notice of such cancellation or modification.

Prior to the time such insurance is first required to be carried by Purchaser/Occupant and thereafter, at least fifteen (15) days prior to the expiration of any such policies, Purchaser/Occupant shall deliver to Sponsor either duplicate originals of the aforesaid policies or certificates evidencing such insurance, together with evidence of payment for the policy. Purchaser/Occupant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Sponsor to exercise any or all of the remedies as provided in this Interim Use and Occupancy Agreement in the event of Purchaser/Occupant's default. In addition, in the event Purchaser/Occupant fails to provide and keep in force the insurance required by this Interim Use and Occupancy Agreement, at the times and for the durations specified in this lease, Sponsor shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance and/or pay the premiums for such insurance in which event Purchaser/Occupant shall repay Sponsor within five (5) days after demand by Sponsor, as an Additional Use and Occupancy Fee, all sums so paid by Sponsor and any costs or expenses incurred by Sponsor in connection therewith without prejudice to any other rights and remedies of Sponsor under this Interim Use and Occupancy Agreement.

(c) If, by reason of a failure of Purchaser/Occupant to comply with the provisions of Paragraph 34, the rate of fire insurance with extended coverage on the building or equipment or other property of Sponsor shall be higher than it otherwise would be, Purchaser/Occupant shall reimburse Sponsor, on demand, for that part of the premiums for fire insurance and extended coverage paid by Sponsor because of such failure on the part of Purchaser/Occupant.

(d) Each policy evidencing the insurance to be carried by Purchaser/Occupant under this Interim Use and Occupancy Agreement shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Sponsor, and that any coverage carried by Owner shall be excess insurance.

35. Notwithstanding anything above to the contrary, Purchaser/Occupant agrees that TIME IS OF THE ESSENCE as to Purchaser/Occupant concerning its surrender to landlord of the Apartment upon the expiration or other termination of the term of this Interim Use and Occupancy Agreement. If Purchaser/Occupant fails to grant and surrender to Sponsor said Apartment, broom clean, in good order and condition, ordinary wear excepted upon the expiration or other termination of this Interim Use and Occupancy Agreement, Purchaser/Occupant shall pay to Sponsor additional rent of $1,500.00 per day until it so surrenders the Apartment.

36. In the event of any conflict between the terms of this Interim Use and Occupancy Agreement and the terms of the Offering Plan, as amended, the terms of the Offering Plan, as amended, shall govern.

*37. IT HAS BEEN FULLY AND CLEARLY EXPLAINED TO PURCHASER/ OCCUPANT AND PURCHASER/OCCUPANT AGREES AND ACKNOWLEDGES, THAT THE APARTMENT IS NOT SUBJECT TO THE EMERGENCY TENANTS PROTECTION ACT, THE RENT CONTROL LAWS OF THE STATE OF NEW YORK, OR ANY OTHER RENT LAWS AND REGULATIONS.

38. If any provision of paragraphs 30 – 37 conflict or are otherwise inconsistent with any other provision of this Interim Use and Occupancy Agreement, the provisions of paragraphs 30 – 37 shall prevail.

If any provisions of this Interim Use and Occupancy Agreement regarding the Apartment conflict with the terms of the Offering Plan, filed with the New York State Department of Law, as amended, the terms of the filed Offering Plan, as amended, shall prevail.

39. **Signature, Effective Date.** Sponsor and Purchaser/Occupant have signed this Interim Use and Occupancy Agreement as of the above date.

---

* Delete whichever is inapplicable.

This Interim Use and Occupancy Agreement may be executed by electronic, PDF, or facsimile signature and/or in any number of counterparts and each of such electronic, PDF, or facsimile signature and/or counterpart shall for all purposes be deemed to be an original; and all such electronic, PDF, or facsimile signatures and/or counterparts shall together constitute but one and the same Interim Use and Occupancy Agreement.

OWNER/SPONSOR:

1790-1792 THIRD AVENUE LLC

By:_____ _____
Name:
Title:

PURCHASER/OCCUPANT:

_____ _____
[TBD] [TBD]

UNIT OWNER'S POWER OF ATTORNEY

Terms used in this Unit Owner's Power of Attorney which are used (a) in the declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as 1790 THIRD AVENUE CONDOMINIUM ("Condominium") and by the street number, 1790-1792 Third Avenue, New York, New York 10021 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, New York County, under CRFN _____, or (b) in the By-Laws of the Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, having an address at _____, the Owner of Unit No. _____ and also designated as Tax Lot No. _____ in Block _____, Section _____ of the Borough of Manhattan on the Tax Map of the Tax Map Unit of the City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 1790 Third Avenue Condominium jointly, true and lawful Agent and Attorneys-In-Fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their 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, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as the Agent and Attorney-In-Fact shall deem proper, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as the Agent and Attorney-In-Fact may determine, granting to the Agent and Attorney-In-Fact the power to do all things in the same premises which the undersigned could do if the undersigned were personally present, (2) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting

the Property or the Common Elements which the Condominium Board deems necessary or appropriate.

The acts of majority of such persons shall constitute the acts of said Attorneys-In-Fact.

The undersigned do(es) hereby nominate, constitute and appoint 1790-1792 Third Avenue LLC ("Sponsor"), Sponsor's designee and/or the Non-Residential Unit Owners as Attorneys-In-Fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 8, 16 and 17 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units, the SD Units and/or the reapportionment of the Common Interests of the affected Unsold Units or the Non-Residential Units resulting therefrom made by Sponsor or its designee or the Non-Residential Unit Owners in accordance with Articles 8 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor, its designee or the Non-Residential Unit Owners, to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor, its designee or the Non-Residential Unit Owners, to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, 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 Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do(es) further nominate, constitute and appoint 1790-1792 Third Avenue LLC or its designee as Attorney-In-Fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned and the Board of Managers, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

This power of attorney shall be irrevocable and shall expire by its terms upon sale or conveyance of the Unit.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20__.

Principal – Unit Owner

_____

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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 the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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

FORM OF UNIT DEED

THIS INDENTURE made the _____ day of _____, 20__, between 1790-1792 Third Avenue LLC, having an office at c/o Joseph Moshkovsky, CPA, 747 Third Avenue, 4th floor, New York, NY 10017-2803, "Grantor", and _____ _____, "Grantee", residing at _____ _____.

WITNESSETH:

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 Unit(s) known as Unit No. ____ in the Building known as 1790 Third Avenue Condominium located at 1790-1792 Third Avenue, in the Borough of the Manhattan, New York County, City and State of New York and also designated and described as Unit No. _____ in the Declaration establishing 1790 Third Avenue Condominium (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated _____, 20__, and recorded in the New York County Office of the Register of the City of New York, on the _____ day of _____, 20__, as CRFN _____ (hereinafter called the "Declaration"), which Unit is also designated as Block No. ____, Tax Lot No. _____ on the Floor Plans and Site Plan (the "Floor Plans") of the Building, certified by the IBI Group – Gruzen Samton. The Floor Plans are filed in the Real Property Assessment Department of the City of New York on the ____ day of _____, 20__, as Condominium Plan No. ___ and filed simultaneously with said Declaration in the said Office of the Register of the City of New York, New York County, as Condominium Plan No. ____, Map No. ____ (hereinafter called the "Unit"). The land area of the Property is described as follows:

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of 3rd Avenue, 150 feet 11 inches southerly from the corner formed by the intersection of the westerly side of 3rd Avenue and the southerly side of 100th Street;

RUNNING THENCE westerly parallel with the southerly side of 100th Street and part of the distance through a party wall, 100 feet;

THENCE northerly parallel with the westerly side of 3rd Avenue 50 feet;

THENCE easterly parallel with 100th Street and part of the distance through a party wall, 100 feet to the westerly side of 3rd Avenue;

THENCE southerly along the westerly side of 3rd Avenue 50 feet to the point or place of BEGNNING.

Together with the benefits of that certain Zoning Lot Development and Easement Agreement dated March 21, 2007 and recorded April 5, 2007 the New York County Clerk's Office is CRFN 2007000175671.

SAID PREMISES being known as and by the street number 1790-1792 Third Avenue, New York, New York 10029.

TOGETHER with all right, title and interest, if any, to any interior strips or gores adjoining the above described premises on any sides thereof.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the "Common Elements").

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

TOGETHER with an easement in common with the Unit Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements;

SUBJECT to easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of the construction or rehabilitation of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such

encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

TOGETHER with and SUBJECT TO EASEMENTS, rights of way, restrictions and encumbrances created by the Declaration for 1790 Third Avenue Condominium recorded in the New York County Office of the Register of the City of New York on the _____ day of _____, 20__ as CRFN _____.

SUBJECT to the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the New York County Office of the Register of the City of New York, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid; this deed was authorized at a duly called meeting of the members of Grantor;

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

The Unit is intended to, and, subject to and by the terms of the Declaration, is to be used as a (*Residential) (*Non-Residential) Unit.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of clause 18 of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will

---

*delete to the extent inapplicable.

apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

The Grantee accepts and ratified the provisions of the Declaration and the By-Laws and the Rules and Regulations of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof, as the same may be amended from time to time by instruments recorded in the office of the New York City Register, New York County.

This conveyance has been made with the consent of all the members of the party of the first part entitled to vote thereon at a meeting duly called.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

Grantor:

1790-1792 Third Avenue LLC

By:_____
Name:
Title:

_____
Grantee:

_____
Grantee:

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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 the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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 the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

1790 Plan

Condominium offering Report for
THE CEREZA
1790 Third Avenue Condominiums
1790-1792 Third Avenue,
New York, NY 10029

Owner/Sponsor
1790 Third Avenue, LLC
c/o Joseph Moshkovsky, CPA
747 Third Avenue, 4th floor
New York, NY 10017-

Architect
IBI Group – Gruzen Samton
44 Wall Street, 21st Floor
New York, NY 10005

MEP Engineer
A&D Engineering, PLLC
2606 East 15th Street, Suite #304
Brooklyn NY 11235

Structural Engineer
Wexler Associates
12 West 32nd Street, 8th floor
New York, NY 10001

Elevator Consultant
Jenkins & Huntington
1251 Avenue of the Americas, Suite 920
New York, NY 10020

Civil Engineer
RA Consultants LLC
47 Wilken Dr.
Dumont, NJ 07628

Waterproofing consultant Architect
Indus Architect PLLC
80 Broad Street, 16th floor
New York, NY 10004

July 17th, 2017

Section 20.7 Description of property and specifications of building condition

(A) Location and use of property.

The project is an As-of-Right development per NYC Zoning Resolution. As such, the project design and proposed use will comply with applicable New York City Zoning Resolution requirements in effect in 2008. When completed, the City of New York Department of Buildings must issue a temporary or permanent certificate of occupancy prior to occupancy.

(1) Address: 1790-1792 Third Avenue, New York, NY 10029
(2) Block 1627, Lot 35 and 36
(3) Zoning district C1-5
(4) Permitted Use Groups: UG 1-2 Residential, UG 3-4 Community Facility, UG 5-12 Commercial

(B) Status of construction.

(1) The Building will be new construction, projected to be completed September 1, 2017, unless delayed by weather, strikes, lockouts, acts of God, shortages of equipment and/or labor, and or any cause over which Sponsor has no control.
(2) Noncombustible Type 1B Construction, 100% fully sprinklered building, Use Group R-2 Residential primary occupancy, Use Group B Commercial use.
(3) Certificate of Occupancy: New Building application on file with the NYC Department of Buildings, Certificate of Occupancy TBD.
(4) Where materials, appliances, equipment, fixtures and/or other construction or design details are specified herein, Sponsor reserves the right to substitute in each instance one of equal or better quality as recognized by industry standards for performance, efficiency, longevity and/or classifications, as applicable.

(C) Site.

(1) The total lot area is estimated to be 5,000 sf (per Robert Fehringer, New York State Land Surveyor, survey dated 05/23/13).
(2) The site contained a 2-story, 6,500 square foot commercial building with a ground floor retail and office space above. This building had been demolished at the time this Report is being written. The project shall comply with NYC 2008 Building code including Chapter 11 Accessibility requirements. The sidewalk shall be sloped so as to drain water away from the building
(3) Streets: Public Street owned and maintained by City of New York.
(4) Drives, Sidewalks and Ramps:

(i) Paving: New concrete paving at public sidewalk as necessary. Public sidewalk owned by the City of New York. During the construction of the building the sponsor is responsible for repairing and maintaining sidewalk. Sponsor is responsible for keeping sidewalk clean and snow removal. As part of the New Building permit, one new tree will be planted at the site and two existing trees will be maintained. After completion of the project, repairs and maintenance shall be the responsibility of the Board of Managers.
(ii) Curbing: existing concrete curb, to be replaced as necessary due to construction. The sidewalk and curb shall comply with NYC 2008 Building code including Chapter 11 Accessibility requirements.
(iii) Catch basins, drainage: see plumbing section set forth below.
(iv) Street lighting: N/A, owned and maintained by the City of New York.

(D) Utilities.

(1) Electricity:

(i) Electrical service to the building will be provided by Con Edison. The electric service will be distributed throughout the building to various loads and will be directly metered by Utility Company. The electricity consumed by each individual Residential Unit, Commercial Space(s) and Common areas and House loads (Lighting, Compactor, Elevator, Electrical Heaters, Elevator Machine Room AC, Pumps, Exhaust Fans, Fire Pump and Miscellaneous small building electrical loads), shall be separately and directly metered. Each of the Residents shall be provided with dedicated meter. Each residential unit owner as well as non-residential unit owner shall bear their own individual electric bill.
(ii) The electricity consumed in the Common Elements of the building shall be separately metered and will be apportioned to residential unit owner as a residential common expense.

(2) Gas:

Gas will be metered by Con Edison for the building. Total of 2 gas meters will be provided as follows:
First will meter non-residential space gas loads (Heating, Cooking and Hot Water);
Second will meter common areas heating loads and central hot water heaters loads.
All gas meters are provided based on utility company rate schedules for building. Cost of the gas for common areas heating and central water heaters will be part of common charges for the building. Billing for gas will be part of common expenses.

(3)Domestic Water and Sewer Service:

Water supply and combined sewer servicing the Building will be provided by the City of New York DEP. Water will be collectively metered for the entire building. Billing for water and sewer will be part of common expenses shared by each residential unit owner as well as each non- residential unit owner.

(4)Telephone:

"Local" telephone service will be provided by Verizon, Time Warner Cable and/or another service provider. Every Unit Owner will be required to pay their individual telephone charges and initial charges for activating individual outlets in the Unit. The telephone charges with respect to the public areas of the building (such as the concierge's desk, maintenance offices, fire alarm and elevator, etc.) will be borne as a residential Common Expense by all of the Unit Owners. In each residential unit a telephone outlet will be provided in locations as indicated on the plans.

(5)Cable Television:

Cable Television services will be available for all Residential Units provided by Time Warner Cable TV or Verizon FIOS (or alternate cable TV company). All charges for cable television service (including installation and subscription charges) will be paid by each Residential Unit Owner, who subscribes directly to the cable TV company. In each Residential Unit, a Cable TV outlet will be provided as indicated on the plans.

(6)Internet Service:

The condominium will not provide internet service. It is the responsibility of the unit owner to obtain such service from an internet service provider servicing the condominium.

(E) Sub-soil conditions.

The sidewalk grade on 3rd avenue was used as the datum for the purpose of this report. The sidewalk elevation is approximately +21.5 (BPMD) as shown on survey drawing by Fehringer Surveying PC dated April 2, 2013.
Per boring logs, test pits and geotechnical report, prepared by RA consultants and dated July 17, 2013 the subsurface conditions are summarized in order of increasing depth as follows:
-**Fill** –The bottom of the urban fill was encountered approximately 5-ft below sidewalk level. The fill is uncontrolled and is classified as 7 in accordance with the Code. Uncontrolled fill may consist of sand containing varying percentages of sand, gravel, silt and brick or other construction debris.

-**Glacial Till (Till)** - The Till was deposited by glaciers as they advanced and retreated over Manhattan in the geologic past. The glacial deposit was encountered below the Fill. It is a heterogeneous mixture of sand, gravel, and silt (GP) and may contain boulders and cobbles. It is classified 2a according to Code. The bottom of the Till was encountered at about 17 -ft below the sidewalk level. The N-values varied from about 62-blows/ft to refusal.

-**Bedrock** – Medium hard rock class 1b in accordance with NYCBC was encountered at 17-ft below sidewalk level. The test pits inside the building footprint exposed bedrock 8-ft below sidewalk level. The test pits in the rear yard exposed bedrock at approximately sidewalk level.

-**Groundwater** – The groundwater level was measured at approximately 12.3 -ft depth (EL +9.7). Groundwater table is expected to be perched on top of rock. Groundwater level elevations could vary precipitation, season or other unknown conditions.

-**Adjacent Foundations**- Two test pits were located inside the existing building adjacent to the north and south property lines. The test pits generally revealed the existing building wall bearing directly on rock approximately 8-ft below sidewalk. A third test pit was excavated in the rear adjacent to the west property line. It revealed that the adjacent building is bearing directly on rock between 0 - and 1-ft below sidewalk grade.

- **Water infiltration**- The building is under construction, and all sub-grade concrete foundations and floor slabs have been waterproofed with a hydrophobic concrete admixture integral to the concrete, by Hycrete Inc. There will be a ten year warranty in place, which will cover repairs to any leaks.

(F) Landscaping and enclosures.

A rooftop deck shall be provided for the use of the occupants of the Residential Units, with no landscape for now

(1) Grass cover; none.

(2) Plantings; none.

(3) Trees; two existing, one 6' and one 2', and one new 2' tree. Located only at sidewalk.

(4) Fencing; four foot six inches high metal privacy fence separates the private rooftop deck from resident deck area at the main roof level.

(5) Gates; none.

(6) Garden walls; none.

(7) Retaining walls; none.

(8) Display pools and fountains; none.

(9) Shade structure; none.

(G) Building size.

(1) Building shall be 142.58' in height measured to the structure of the main roof level from the Zoning base Plane. The structure of the stair bulkhead shall be 9'-0" taller than the main roof. The structure of the elevator bulkhead shall be 19'-2" taller than the main roof.

(2) Crawl spaces: None

(3) One Cellar is provided.

(4)There will be thirteen floors above grade and one level below grade, for total of 14 floors (excluding the roof level).

(5) Equipment rooms: Electrical, fire pump, IT and telecommunications, water meter and domestic hot water rooms are located at the cellar level. Mechanical storage room and elevator control room are located at the rooftop levels.
(6) The parapet height shall be 3'-6" minimum in accordance with the New York City Building Code.

(H) Structural system

(1) Exterior of buildings:

(i) Below grade construction shall be as follows:
The foundation consist of a mat footing (varying in depth and reinforcement). The mat bears on rock. Rock capacity is 40 TSF. The foundation walls consist of reinforced cast in place concrete. All sub-grade concrete foundations and floor slabs have been waterproofed with a hydrophobic concrete admixture integral to the concrete, by Hycrete Inc. There will be a ten year warranty in place, which will cover repairs to any leaks
Ground water infiltration is addressed with a waterstopping material at the base of the concrete foundation walls. In addition, perforated PVC piping has been installed along the outside of the concrete foundation walls. This piping system has the capacity to be connected to internal sump pumps at a future date.
The superstructure of the building consists of reinforced cast in place concrete with 8" thick floors supported by concrete columns.
The lateral system of the building consists of reinforced concrete shear walls.
(ii) Above grade exterior wall types have the following components from exterior to interior for their wall assemblies:
The north lot line wall floors 1-5 and south lot line walls floors 1-6 shall be constructed of 6 inch concrete masonry units (CMU) with integral waterproofing. At interior side of CMU, 2" continuous R-12 rigid insulation that has integral air/vapor barrier, 2 ½" framing with sound attenuating batt insulation between framing and 5/8" gypsum board at interior. These lot line walls when not adjacent to neighboring building walls shall have stucco finish at exterior side of CMU.
The north lot line wall above the 5th floor and west elevation all floors shall be EIFS on 3 ¼" rigid insulation of R-11.4, vapor permeable air/water-resistive barrier, exterior 5/8" gypsum sheathing, 6" cold-formed 16 gauge framing with R-15 batt insulation between framing and 5/8" gypsum board at interior.
South lot line wall above the 6th floor and east wall at all floors shall be constructed of metal panels system over R-12 rigid insulation, vapor permeable air/water-resistive barrier, exterior 5/8" gypsum board sheathing, and 6" cold-formed 16 gauge with R-15 batt insulation between framing and 5/8" gypsum board at interior.
East lot line shall be constructed of metal panel system over R-12 rigid insulation, liquid applied air barrier over 5/8" exterior sheathing, 3 ½" semi-rigid insulation R-15 on 6" cold-formed metal framing and 5/8" gypsum board at interior finish in combination with window wall system on floors 2-13. East façade at first floor shall be construction of metal panel system over R-12 rigid insulation in combination with storefront system.
The building is new construction and Local Law 11 will be applicable once completed. The building owner is responsible for retaining services of a licensed Registered Architect or Professional Engineer to conduct this inspection as required.
(iii) Windows:
Skyline windows or equal architectural windows. Specified warranty period 10 years on Windows and Glazing; 20 years on sealant and 15 years on metal finish. Double glazed, thermally broken windows shall be provided at Residential units. Window's sills and lintels are metal finish included as part of the window system and matches the metal system at the east and south facades. Casement type windows are provided at habitable rooms as necessary to meet NYCBC ventilation requirements. Fixed windows of

similar design and finish are provided. Paired exterior doors of similar design and finish to windows are provided at terraces and balconies as indicated in the plans. Window hardware shall be manufacturer standard hardware.
No lot line windows exist.
Aluminum storefront system with double glazing by Nett.
(iv) Landmark status: None.

(2) Parapets and copings: Parapets for terraces at 10, 13th floor and roof consist of ½" tempered and laminated glass panels on aluminum shoe secured to a CMU wall and aluminum coping. Parapets at 2nd floor roof consist of 4'6" tall metal fence anchor bolted to concrete curve with aluminum gravel stop and flashing.

(3) Chimneys and caps: Mechanical room is located at the cellar level. Boiler flue shall extend above MER roof level. Compactor chute exhaust cap shall extend above bulkhead roof level. Toilet and kitchen exhaust fans terminate at the rooftop level.

(4) Balconies and terraces. Describe:

(i) Deck finish (material); terraces are located on floors 2, 10, 13 and roof. At the main rooftop level, a roof terrace area designated as a General Common Element for use by occupants of all the Residential Units is provided with a deck area finished with stone pavers on raised pedestals. Private terraces adjacent to units on floors 2, 10, 13 and on the main roof shall be finished with stone pavers on raised pedestals.
(ii) Balustrade (type, material); tempered glass on aluminum shoe up to 3'-6" height.
(iii) Railings (material); tempered glass on aluminum shoe up to 3'-6" height.
(iv) Copings (material); aluminum coping at common roof decks.
(v) Soffits (material); Not applicable.
(vi) Doors to balconies and terraces (type, material). Aluminum frame and glazing as part of the window wall system, Skyline Windows manufacturer or equal, 10 years warranty on glazing and 15 years on metal finish. All exterior doors shall be thermally broken.

(5) Exterior entrances. There will be a street level storefront with two separate entrances for the Building Lobby and the Commercial Unit. The storefront frame shall be thermally broken with aluminum finish on interior and exterior. Entry areas are provided with new lighting which provides building code mandated lighting levels (foot candle requirements). This project complies with 2008 NYCBC including Chapter 11 Accessibility. Code requirements for handicapped accessibility are met.

(i) Exterior doors and frames (material, type, lock); Stairwell exterior doors consist of insulated HM door and thermally broken HM frame. Building entrance doors and residential unit terrace doors shall be aluminum frame doors with glass lite and thermally broken. Residential exterior doors include panic hardware, stainless steel hinge and closer. Entrance door into vestibule includes mortise lock and exit door from residential stair includes rim exit device. Commercial exterior door includes stainless steel hinge, mortise lock and closer.
(ii) Vestibule doors and frames (material, type, lock); Vestibule entrance doors shall be aluminum storefront doors with glass lite and thermally broken frame. Vestibule door hardware includes stainless steel hinge, mortise lock, closer and is electric strike-fail secure.
(iii) Exterior stairwell door (material, location); Fire Proof Self Closing HM door clad with aluminum finish on exterior, to match storefront system finish.
(iv) Railings (material, location); N/A
(v) Mail boxes (type, location); To be provided in the Building lobby per USPS requirements. A total of 54 USPS letter size boxes shall be provided. Manufacturer Auth-Florence Manufacturing, front-loading horizontal boxes or equal shall be provided.
(vi) Lighting (type, location). Wall mounted decorative lighting above storefront and building entries.

(6) Service entrances. None

(7) Roof and roof structures. Roof areas include terrace areas adjacent to residential units on floors 2nd, 10th and 13th, main roof and upper roof at bulkheads. Roof Assemblies as follows:

Roof Type 1: location at 2nd, 10th and 13th floors; Inverted Roofing Membrane System over concrete deck. The system is comprised of 3-ply Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing with drainage mat, insulation, filter fabric, paver on pedestals and shims and aggregate gravel. The 3-ply membrane consists of 2-ply roofing membrane sheet and 1-ply smooth-surfaced roofing cap sheet. The installed system is by GAF Materials Corporation, or of substantially equal or better quality as recognized for industry standards for performance, efficiency, longevity and/or other classifications as applicable, meeting industry standards with full warranty of 20 years GAF Diamond Pledge.

Roof Type 2: location at Bulkhead, Exposed Membrane Roofing System over concrete deck. The system is comprised of 3-ply Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing with Sloped insulation, cover board and a Granule-Surfaced Roofing Cap Sheet. The 3-ply membrane consists of 2-ply roofing membrane sheet and 1-ply smooth-surfaced roofing cap sheet. The installed system is by GAF Materials Corporation, or of substantially equal or better quality as recognized for industry standards for performance, efficiency, longevity and/or other classifications as applicable, meeting industry standards with full warranty of 20 years GAF Diamond Pledge.

No rooftop antennae, cell phone towers, satellite dishes or lighting protection equipment are provided.

(i) Type roofs for all areas:
- (a) Material; SBS Modified Bituminous Membrane (3ply) roofing with tapered rigid insulation, protection boards/cap sheet.
- (b) Insulation (size, type and insulating value if available); 4" minimum thickness, tapered insulation, polystyrene rigid insulation.
- (c) Surface finish; All exposed roof surfaces shall be provided with white cap sheet. Sponsor shall provide appropriate finish material at roof areas accessed by residents.
- (d) Bond or guarantee; By manufacturer 20 years.
- (e) Flashing materials including counter flashing. Stainless steel sheet metal flashing formed for roof, counter, cap, trim, etc.

(ii) Drains:
- (a) Location, material and type; see plumbing section J below.
- (b) Gutters and leaders (type, material). See plumbing section J below.

(iii) Skylights (location, type, material).
None provided

(iv) Bulkheads:
- (a) Stairs (material); CMU wall backup with metal panel finish. Both egress stairs terminate at the main roof level.
- (b) Elevator (material); CMU wall backup with metal panel finish. Both elevators access the main roof level.
- (c) Other: None.

(v) Metal work at roof levels:
- (a) Exterior, metal stairs (material); Galvanized steel stairs at elevator bulkhead.
- (b) Vertical ladders, including gooseneck (material); None.
- (c) Railings (material); Galvanized steel, painted finish.
- (d) Hatches to roof (type, material); None.
- (e) Other: None.

(vi) Rooftop facilities. A roof deck for use of the occupants of the residential units is located on the main roof. An area of approximately 1,000 square feet is provided with pavers.

(8) Fire escapes. None.

(9) Yard and courts: None.

(10) Interior stairs.

(i) Two egress stairs provide egress from the residential units on floors thirteen through second, as well as from the rooftop level roof deck provided for the use of occupants of the residential units. One egress stair exits to grade through the common lobby. The second egress stair exits to grade via the Cellar level. The Retail Unit egress to grade from the first floor level is via entry storefront and via the Common Lobby. Cellar level area of the retail unit exits via two egress stairs. The Community Facility Unit egresses through the common lobby.

(a) Enclosure (construction and interior finishes); Two hour rated, painted.
(b) Stair construction (concrete); Concrete stair.
(c) Treads (material); concrete.
(d) Risers (material); concrete.
(e) Guard rails (material); steel.
(f) Balustrade (material) steel.

(ii) Penthouse 1 interior stairs shall have closed wood threads and wood handrails on stainless steel brackets. Penthouse 3 interior stairs shall have steel stringers and wood threads, ½" tempered glass guardrails and wood handrails on stainless steel brackets.

(11) Interior doors and frames.

(i) Unit entrance and interior doors and frames; Residential Unit entry doors shall be Fire Proof Self Closing doors with 16 gauge welded hollow metal frames. Interior doors within the Unit shall be 1-3/4" thick solid core wood paneled doors.
(ii) Corridor doors and frames; Fire Proof Self Closing doors with 16 gauge welded hollow metal frames.
(iii) Stair hall doors and frames; Fire Proof Self Closing doors with 16 gauge welded hollow metal frames.
(iv) Roof doors, basement doors and frames. Fire Proof Self Closing doors with 16 gauge welded hollow metal frames.

(12) Elevators:

(i) Number of passenger and service elevators:
There will be one (1) passenger elevator in the building. The elevator is accessed via the Common Lobby. It will be able to accommodate a 76" x 24" stretcher as required by the 2008 NYC building code. Twelve (12) months warranty maintenance included starting after turnover to ownership. All maintenance shall comply with Part 8 of the ASME A17.1 Code and modified or amended by the AHJ.
(ii) Manufacturer, age of each and capacity in pounds Manufacturer Hollister Whitney or equal. Elevator will be new and will be rated for a load capacity of 2,500 lb, for an occupancy of 12 people and will have a speed of 500 fpm.
(iii) Operation:
The type of operation will be Simplex selective collective.
(iv) Type of Controls:
The type of controls will be micro-processor-based AC variable voltage, variable frequency.
(v) Floors Served:
The elevator will serve the floors from the cellar to the roof.
(vi) Type:
The elevators will be Geared traction elevator; the hoist machine will be located in a dedicated machine room above the shaft.
(vii) Doors: The elevators doors will be as follows:
Front: 3'-6" Wide x 8'-0" High Single speed Side Opening Slide Door
(viii) EMR Locations:
The machine room will be on the roof, directly above the shaft.

Machine Type: Geared Traction.

(13) Elevator Cabs: Cab finishes shall be new and of a quality design and manufacture appropriate for a Class A condominium. The floor material shall be porcelain tile in polished finish; the walls shall be high pressure laminate finish; the ceiling finish shall be stainless steel. Recessed lighting provided at cab ceiling. Elevator door sill shall be brushed aluminum. Alarm and safety will be provided per ASEM A17.1 Safety Code as may be modified by the AHJ.

(I) Auxiliary facilities:

(1) Laundry rooms. Residential Units are provided with washer and dryer closets within the units. The dryers are ventless, condensation dryers. There are no communal laundry rooms.

(2) Refuse disposal. The refuse compactor will be Wilkinson-Hi-Rise, model number 45K or equal and is located on the cellar level. The refuse chute doors are located on floors one through thirteen. Each refuse chute is provided with sprinkler coverage (see section J2 below). The cellar level compactor room is provided with air conditioning and exhaust. Trash is picked up by the New York City Department of Sanitation. 24" diameter chute with intake door on floors 1 thru 13, Wilkinson Hi-Rise or equal.

(3)Storage room is provided at the cellar level. There are 30 storage cages located in the storage room: 20 cages 3'x4'x4', 4 cages 3'x3'x3'and 2 cages 4'x8'x4'

(5) Bicycle room is located at the cellar level and provides 28 spaces.

(J) Plumbing and drainage.

(1) Water Supply:

(i) There will be (1) DEP approved 6 inch fire protection water service and (1) 3 inch domestic water service. Domestic water supply to the building from street water main will be metered. After the water meter assembly and DEP code required back flow preventer device (Wilkins 375, 3" diameter) or approved equal, water is pumped from a duplex constant pressure booster to all plumbing fixtures and equipment in the building from the 1st floor to the 13th floor. The booster pumps system will be a lead/lag duplex pump system sized at 100GPM, 150 ft. head, 7-1/2 hp. for each pump. Pumps will be manufactured by Federal Pumps Co. or an alternate acceptable manufacturer.
(ii) Water Piping:
a. Service piping - AWWA ductile iron class 52 and 104.
b. Above ground – Copper type "L" ASTM B-88.

(2) Fire Protection System:

(i) A 750 GPM automatic fire pump 75 HP, 3550 rpm, A-C Fire Pump series 1580, Model 6x6x11F-L UL/FM with pump controller or approved equal is provided for the sprinkler/standpipe system. Each floor will be provided with sprinkler control valve assembly and standpipe valve located within the stair core. Sprinkler system will be as per New York City Building Code. All residential units (except bathrooms and closets), commercial space (s), all common spaces, and below grade spaces are to be fully sprinkler protected. Trash compactor and Trash chute will be sprinkler protected in accordance with NYC code. Floor openings from one floor to the next will have closely spaced sprinkler heads around the opening spaced 6 feet on center as required by code to protect the opening.
(ii) Fire standpipe to be 6" black steel pipe schedule 40 with Victaulic couplings or equal and fittings located in stair core. Sprinkler mains 2-1/2" or larger to be Schedule 10 steel pipe, all others to be schedule 40 steel pipe. Drain risers are to be galv. Schedule 40 pipe. Location: Stair Core.

(iii) The Building's sprinkler cabinet will be provided within the residential lobby cabinet for use by fire department as required by NYC Code.
(iv) Sprinkler Head: UL and MEA approved quick response, pendant, upright and sidewall sprinkler heads. Location: Provided throughout the building. Entire building is protected by sprinklers, except as not required by Code.
(v) Siamese connection: Combined fire standpipe and sprinkler Siamese connections located as per NYC Building Department requirements at the first floor facade. The finish to be Polished Bronze or Brass (as per architect) with caps painted yellow.

(3) Water Storage Tank: none provided

(4)Water Pressure and how it is maintained:

(i) The residential and non-residential portion of the building from the cellar floor and above is furnished with separate duplex constant pressure booster system to feed one zones of water supply for entire building.

(ii) The Hydrant flow test provided by NYC DEP dated 11/4/2016 indicates a static pressure of 76 PSI with a residual pressure of 76 PSI with a residual pressure of 71 PSI with 750 GPM flowing.

(iii) Hose bibs and trap primers in the common areas of the cellar will operate on street pressure.
(iv) The domestic water pressure within the apartments as well as in commercial space(s) will be maintained by the booster pump (see Appendix for equipment information) between approximately 80 PSI max at the second floor and 30 PSI min at the 13th floor.
(v)Maximum pressure at any fixture will be 83 PSI as required by NYC code.
(vi) All domestic water piping including cold, hot and hot water return shall be copper, insulated and sized as required by Code. Cover all hot water pipe and all cold water pipe with 1.5 inch thick Manville micro-lok AP-T plus fiberglass insulation. Fittings and valves shall be insulated with Manville Zeston 2000 PVC insulated fitting covers.
(vii) Pipe sizing and installation to be as per New York City Building Code.

(6) Building Sanitary Sewage system

(i) Permit as required for DEP Site connection proposal for a new 8 inch combined sewer shall be required including special inspections for control flow storm water retention.
(ii) Sewer piping materials shall be E.H.C.I. pipe hub & spigot ASTM 74; sanitary waste gravity discharge to street combined sewer, sized as required.
(iii) Building will have multiple stacks and vent system with all areas above grade flowing by gravity to adjacent sewers in street.
(iv) Sewer will be discharged into New York City sewer system.

(7) Permits Required:

(i) DEP approval and permit required Site sewer connection proposal.
(ii) DEP approval and permit required for Domestic water and Fire services backflow preventer devises including required filing of GEN 236 and 215B forms.

(8) Storm Drainage System:

(i) Storm drainage will be collected via roof and terrace drains and discharged to the combined sewer and into the street main.
(ii) Storm drainage system shall be installed as designed and as required per New York City Building Code with storm water retention roof drains that control the storm water flow on the roof. The main roof will

consist of (3) controlled flow roof drains with scuppers. The second floor roof will consist of (4) controlled flow roof drains with scuppers.
(iii) All areas above grade will flow by gravity.
(iv) All leaders will be cast iron with No-hub fittings.

(K) Heating Systems:

(1) The heating system is designed to maintain an indoor temperature of 72° F indoors when outside temperature is 15° F.

(2) Heating for residential units will be provided by an HVAC system with individual electrical PTAC units, manufactured by GE Zoneline, Model AZ61H12DAB or Model AZ61H15DAB or approved equal. Heat is provided in accordance with the controls sequencing. Heating system is designed based on energy performance maintaining space temperature settings from local thermostat for each unit. Each indoor unit will have a custom, built-in, programmable thermostat. The thermostat will maintain space temperature based on time of day settings.

(3) Heating units: See Air conditioning tabulation in Appendix for equipment schedule.

(i) Heating for the residential lobby, vestibule area, water service room, sprinkler booster pump room, pump rooms, storage and utilities room, water service room and others will be provided by 2nd floor roof mounted MUA-1 Unit & Duct distribution throughout lobby and vestibule.
(ii) The vestibules off the stairs on residential floor as well as the corridors on multi-unit floors will be heated by means of roof mounted HVAC unit (MAU-2), manufactured by Fraser– Johnston model # ZS-25NYTTBAA3 or approved equal in accordance with NYC code.
(iii) Heating for the stairwells will be provided with electric wall heaters located at the exit/entrance at the roof.
(iv) Supplementary bathrooms electrical matt, manufactured by NUHEAT, model # HMY110 are provided in bathrooms of three penthouse apartments.
(v) Heating in commercial and retail space is provided via gas fired RTU#1 unit, manufactured by Fraser–Johnston model # ZS-25N4TTBAA3 or approved equal in accordance with NYC code.

(4)Hot Water and refrigerant water piping is Type K, Type L, copper for sizes less than 3" and schedule 40 steel for sizes 3" and above.

(5) Domestic hot water to residential units is provided by 2 x 100 gal direct gas-fired hot water heaters, manufactured by AO Smith model # BTH-250 (A) located in the cellar mechanical room with 4 x 4" vent with a back draft protection. 100gal water heaters will have an instantaneous recovery of approximately 291GPH@100°F Rise. The system will have circulation pumps and hot water return piping, to maintain the temperature of the hot water circulated to fixtures as per NYC code. There are no instant hot water systems in the residential units.

(6) Domestic hot water to commercial and retail space areas provided via local instantaneous electrical hot water heaters: EEMAX , Model #EX55T-ML.

(7) All ductwork running in unconditioned areas shall be insulated with R-5 fiberglass insulation.
(8) Valves are rated for the temperatures and pressures of the system they serve.

(L) Gas supply

(1) Natural gas metered service is supplied by Con Edison.

(2)One common meter is provided based on utility company rate schedules for common residential heating areas and hot water heating. Second meter is for RTU on the roof providing for heating in non-residential space.

(3) Gas pipes to be Schedule 40 as per New York City Building Code. All Gas piping up to 3" in size shall be Schedule 40 ASTM, A53A black steel with screwed malleable iron fittings. All gas piping 4" in size or larger shall utilize welded fittings.

(M) Air conditioning.

(1)The air conditioning systems are designed to provide 72°F maximum indoor temperature in heating mode and 75°F minimum indoor temperature for cooling mode to comply with the NYC Energy Code. This shall be accomplished with outdoor design NYC design conditions of 12.6° for heating and 89.3 DB and 73 WB for cooling. A year round heating and cooling system consisting of Electrical packaged thermal air conditioning system for each residential apartment unit (see Appendix for equipment information). All apartment have separate PTAC inside bedroom and living room of the apartment. Units inside the apartments will have the ability to either provide heating or cooling. Each PTAC unit will be provided with its own heating and cooling thermostat. The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions.

(2)The non-residential spaces are air conditioned by individual RTU manufactured by GREENHECH, model # RV-35 unit with energy recovery ventilation unit for the space located on the non-residential roof

(3)Cooling for the elevator machine room is provided by thru-wall air conditioning unit, manufactured by SHARP, model # AF-S80FX.

(4)Each residential unit, retail unit, community facility unit and common area is air conditioned as per schedule in appendix (or equal)

(N) Ventilation.

(1) Bathrooms are provided with local grill to achieve the NYC code required intermittent rate of 20 CFM/toilet. The main vertical exhaust risers exhaust air via the roof mounted exhaust fans (see Appendix for equipment information). Fans will have duct mounted static pressure sensor with VFD drive on each main roof exhaust fans, manufactured by GREENHECK, model # G-080, USF-206-10, CUBE-101HP-5, CUBE-141-15, G-098, CB-121-5.

(2) All kitchens for apartments located on floors 2 thru 13 are naturally ventilated via operable windows in accordance with NYC Building Code.

(3)Residential Laundry are provided with vent-less electric dryers.

(4) The vestibules off the stairs on full residential unit floor as well as the corridors on multi-unit floors will be ventilated by means of roof mounted AC unit (MUA-2) manufactured by GREENHECK, model # RV-35 in accordance with NYC code.

(O) Electrical system.

(1) Electrical System: Service from main switchboard: Electrical service will be provided into cellar main electric room. Service from Con Edison shall be sized as per building's electrical loads in accordance with the New York City Electrical Code. Service to the building will be 120/208 volt, 3- phase, 4 wire and distributed to residential units, Commercial space(s) and base building distribution systems via power and lighting panels. Dedicated service

and switchgear equipment for Residential and base building distribution systems are sized based on their respective loads.

(2) Main electrical room consolidating Residential and common area electrical equipment is located at the cellar level of the building. Local distribution equipment for Residential units is situated in their respective spaces. Power for residential units is distributed from meter banks and main distribution panel in main electrical room.

(3) Service to Individual Residential Units from meter banks include dedicated feeders that run to each Residential Unit and terminate at the apartment panel boards. Residential Unit feeders vary in size as required by load and voltage drop. Each residential unit feed is protected by individual circuit
Breaker at the meter bank location and consist of 100A 2-pole single phase circuit breakers for

(4) Residential Unit Service: The residential panel board will be rated to comply with the New York City Electrical Code, and takes into account all equipment provided in Residential Units such as washing machines, clothes dryers, dishwashers, microwaves, air conditioning equipment, etc.

(5) All residential units will be supplied with 120/208V, 1 phase, 3 wire + ground, 36 or 42 pole power panels with single and double pole circuit breakers in each unit.

(6) Common Areas: Power and Lighting panels will be provided to distribute electricity to the loads in all common areas and to be circuited from the dedicated electrical house meter. Individual branch circuit protection will be sized and rated based on the connected loads and requirements of the code, which shall include lighting, receptacles, air conditioning and heating etc.

(7) Fire Detection Alarm Systems: Smoke detection manufactured by GAMEWELL, model # ASD-PL2F and sprinkler system monitoring devices are provided as required in accordance with NYC code including water flow and tamper switches as required for the sprinkler system, with smoke detection for cellar rooms and elevator recall.

(8) Additional wiring is included in all residential Units for junction boxes for future ceiling lights which may subsequently be purchased and installed by the purchasers of these

(9) Additional wiring is included in Residential Units 201, 203, 205, 301, 303, 305, 401, 403, 405, 501, 503, 505, 601, 603, 605, 701, 704, 801, 804, 901, 904, 1001, 1003, 1004, 1101, 1103, 1104, 1201, 1203 and 1204 for wiring for electric heaters in the bathrooms of these Units which may subsequently be purchased and installed by the purchasers of these Units

(10) All Residential Units include the following wiring:
   a. All apartments are wired with CAT-5e cable for an optional future CCTV Camera (which may subsequently be purchased and installed by purchaser if wishes).purchasers; and
   b. All apartments are wired with CAT-5e cable for an optional future Entry Door Security Alarm (which may subsequently be purchased and installed by purchaser if wishes) purchasers.

(11) Home Automated System: All apartments come with Home Automation System "Lutron Radio RA-2" installed.

(12)Adequacy:

Residential:

(i) Service: Capacity provided for each Residential Unit will be in accordance with Code requirements, sized 100 Ampere at 120/208V, 1 phase, 3 wires. Service will be adequate to meet normal apartment appliance, lighting and air conditioning loads.
(ii) Lighting and Fixtures: Switched lighting fixtures will be provided in bathrooms, foyers and kitchens. Fixtures will be LED or fluorescent type in foyers, bathrooms and kitchens Switched outlets will be provided in bedrooms and dining rooms. See lighting schedule.
(iii) Convenience Outlets: Tamper Resistant Receptacles will be provided in all rooms to meet the New York City Electrical Code. All power receptacles in bedrooms will be protected with AFCI (Arc Fault Circuit Interrupting) type circuit breakers.
(iv) Appliance Outlets: Appliance receptacles will be provided in kitchens. Dedicated appliance receptacles will be provided for laundry equipment and individual loads such as cooking range and clothes washers & dryers. Ground fault receptacles will be provided in all bathrooms, kitchens, and at Residential Unit terraces.

(a) 20 amps, 120V circuits are provided to handle lighting and general purpose receptacles.
(b) 20 amps, 120V circuits are provided in the kitchen area for 120V kitchen appliances. Each appliance outlet above counter will be GFCI type.
(c) 40 amps, 208/120V circuits are provided in the kitchen area for electrical oven/range.
(d) 20 amps, 120V circuits in the bedrooms area are provided with AFCI type circuit breakers in the apartment panels.
(e) 208V, 1 phase service are provided to all PTAC units in apartment
(f) 20 amps, 120V single phase circuit for dishwashing machines are provided
(g) 20 amps, 120V single phase circuits are provided for electric washer/dryer units
(h) Public area lighting complies with Housing Maintenance Code and Multiple Dwelling Laws.

(13) The Commercial space will be in accordance with Code requirements, sized 80 Ampere at 120/208V, 1 phase, 3 wires. Service will be adequate to meet normal commercial space appliance, lighting and air conditioning loads.
(14) The Retail space will be in accordance with Code requirements, sized 400 Ampere at 120/208V, 3 phase, 4 wires. Service will be adequate to meet normal retail space appliance, lighting and air conditioning loads.
(15) No emergency generator is provided in the building.

(P) Telephones, Intercom and Security Systems:

(1) Telephone services will enter the building from 3rd Avenue and be fed to a telephone room located on Cellar level. It will then be distributed throughout the building through risers and sleeves. Each Residential Unit will receive telephone service to a closet within the unit.

(2) Wiring will be installed in each Residential Unit to enable the Unit Owner to obtain telephone and cable television service at the Unit Owner's Expense.

(3) The building will not be equipped with a Master Television Antenna System.

(4) Intercom will be provided by Urmet or approved equal.

(Q) Public area lighting.
LED down lights will be provided in the lobby, fluorescent fixtures in the stairs and storage/utility/accessory spaces at cellar, and LED fixtures in the corridors and other public spaces. See lighting fixture schedule.

(R) Combination Smoke/ CO Alarms.

(1) Combination Ionization type smoke / CO alarms (Universal Security Instruments, Inc., Model MICN109 or approved equal), hard wired, with battery backup, 120 volt provided in each apartment. Maintenance of safety and warning devices is the responsibility of the unit owner.

(S) Garages and parking areas. None.

(T) Swimming pool(s). None.

(U) Tennis courts, playgrounds and recreation facilities.
Residential unit owners shall have access to Residential Amenities including a rooftop level outdoor terrace. The recreation room shall be located north on the first floor and shall have no equipment provided. The rooftop level outdoor terrace has an area of approximately 1,000 square feet with pavers.

(V) Permits and certificates.
The Building is being constructed under the 2008 NYC building code as a New Building. Sponsor will obtain all required permits, temporary certificates of occupancy and inspections prior to closing.
Per Local Law 10, Periodic Inspection of Exterior Walls and Appurtenances of Buildings: An initial report will have to be filed five years from the date the Temporary Certificate of Occupancy, or Certificate of Occupancy, whichever is sooner, is received. Thereafter, a report will have to be filed each subsequent fifth year.

(W) Violations.
Sponsor will make best efforts so that violations are removed or cured prior to issuance of the Final Certificate of Occupancy.
There are 16 open violations at the moment of this report:

- V 121311LBLVIO02672; Issued on 12/13/2011, Violation issued for failure to file annual boiler 2010 inspection report.
- V 121311LBLVIO02673; Issued on 12/13/2011, Violation issued for failure to file annual boiler 2010 inspection report.
- V 051514LBLVIO06251; Issued on 05/15/2014, Violation issued for failure to file annual boiler 2012 inspection report.
- V 051514LBLVIO06252; Issued on 05/15/2014, Violation issued for failure to file annual boiler 2012 inspection report.
- V 030315LBLVIO00162; Issued on 03/03/2015, Violation issued for failure to file annual boiler 2013 inspection report.
- V 030315LBLVIO00163; Issued on 03/03/2015, Violation issued for failure to file annual boiler 2013 inspection report.
- V 100115LBLVIO00361; Issued on 10/01/2015, Violation issued for failure to file annual boiler 2014 inspection report.
- V 100115LBLVIO02804; Issued on 10/01/2015, Violation issued for failure to file annual boiler 2014 inspection report.
- V 022416AEUHAZ100060; Issued on 02/24/2016, Failure to certify correction on immediately hazardous (class 1) ECB violation.
- V 022416AEUHAZ100062; Issued on 02/24/2016, Failure to certify correction on immediately hazardous (class 1) ECB violation.
- V 022217AEUHAZ100060; Issued on 02/22/2017, Failure to certify correction on immediately hazardous (class 1) ECB violation.
- ECB 35202384L; violation date 10/28/2016.
  Specific violation condition and remedy: I observed that the above firm had installed a 275kw generator for a new construction site w/o any grounding system. I further observed that the generator was in full operation to supply lighting, receptor.

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.

- ECB 35202383J; violation date 10/28/2016.
  Specific violation condition and remedy: I observed that the above electrical firm performed the installation of a 275kw generator and also installed temporary construction lighting and power for ten stories of a new construction site.
  A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.
- ECB 35155827M; violation date 12/03/2015.
  Specific violation condition and remedy: failure to safeguard all persons & property affected by construction operations. Excavation at exp#4 of the site undermine the excavation at existing party wall of the bldg. remedy: comply w/nov.
  A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.
- ECB 35155828Y; violation date 12/03/2015.
  Specific violation condition and remedy: Failure to safeguard all persons & property affected by construction operations. Excavation at exp#4 of the site undermine the excavation at existing party wall of the bldg. remedy: comply w/nov.
  A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.
- ECB 35195961J; violation date 07/20/2016.
  Specific violation condition and remedy: failure to safeguard all persons & property affected by construction operations. Note: at the time of my inspection of a 13stry building at the 3rd floor level. I observed that there were no overhead protection provided for adjacency.
  A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.

(X) Unit information.

(1) Finish materials matrix is provided in Section Y.
Exclusive of dropped ceiling areas at kitchens, bathrooms, halls, soffits, mechanical equipment including ducts and plumbing elements, and structural offsets, ceiling heights in residential units located in the building are the following:
Bedroom, Living room and Dining room ceilings typically 8' 3 ½"
Foyer and Corridor ceilings typically are approximately 7'-6" to 8'-0"
Kitchen ceiling typically are approximately between 7'6" to 8'-3 ½"
Bathrooms and closet ceiling typically are approximately 7'-6"
Soffits and other ceiling elements may be provided to conceal mechanical elements.
The ceiling height measurements are consistent with the vertical measurements method contained in Section W(4).

(2) All bathroom fixtures shall be new and in accordance with plumbing fixture specifications as described in section (Y)

(3) Residential kitchen appliances are listed in Section below. Laundry equipment is provided in each residential unit and is listed in section below. Kitchen cabinetry is specified as wood veneer with contract grade oil paint finish. Sealed marble slab finish is specified for kitchen countertops.

(4) The approximate gross square foot area of each Unit has been measured horizontally on each of one or more floors from the exterior side of the exterior walls, at the Building line or at the exterior face of aluminum frames and aluminum panel to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the corridor face of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes and shafts (whether along the perimeter or within the Unit), were not deducted from the square foot area of the Units. Outdoor floor area of a balcony or terrace appurtenant to a Unit was not included in the Unit's indoor floor area.

RESIDENTIAL UNITS – TOTAL OF 52 UNITS

RESIDENTIAL UNIT DES-IGNATION	FLOOR LEVEL	NUMBER OF BEDROOMS	NUMBER OF FULL BATHROOMS	NUMBER OF HALF BATHS	ADDITIONAL ROOMS	UNIT SQUARE FOOTAGE	TERRACE AREA SQUARE FOOTAGE
201	SECOND	1	1	NA	LIVING, KITCHEN, FOYER, HOME OFFICE	624 SF	228 SF
202	SECOND	1	1	NA	LIVING, KITCHEN, FOYER	608 SF	246 SF
301 401 501 601	THIRD FOURTH FIFTH SIXTH	1	1	NA	LIVING, KITCHEN, HOME OFFICE	624 SF	NA
302 402 502 602	THIRD FOURTH FIFTH SIXTH	1	1	NA	LIVING, KITCHEN, FOYER	609 SF	NA
203 303 403 503 603	SECOND THIRD FOURTH FIFTH SIXTH	1	1	NA	LIVING, KITCHEN, FOYER	635 SF	NA
204 304 404 504 604	SECOND THIRD FOURTH FIFTH SIXTH	NA	1	NA	LIVING, KITCHEN, FOYER	506 SF	NA
205 305 405 505 605	SECOND THIRD FOURTH FIFTH SIXTH	NA	1	NA	LIVING, KITCHEN, FOYER	443 SF	NA
701 801 901	SEVENTH EIGHT NINTH	2	1	NA	LIVING, KITCHEN	651 SF	NA
702 802 902	SEVENTH EIGHT NINTH	1	1	NA	LIVING, KITCHEN, FOYER	609 SF	NA
703 803 903	SEVENTH EIGHT NINTH	1	1	NA	LIVING, KITCHEN, FOYER	728 SF	NA
704 804 904	SEVENTH EIGHT NINTH	2	1	NA	LIVING, KITCHEN, FOYER	920 SF	NA
1001	TENTH	1	1	NA	LIVING, KITCHEN	524 SF	NA
1002	TENTH	1	1	NA	LIVING, KITCHEN, FOYER	609 SF	NA

1003	TENTH	1	1	NA	LIVING, KITCHEN, FOYER	678 SF	285 SF
1004	TENTH	1	1	NA	LIVING, KITCHEN, FOYER	598 SF	135 SF
1101 1201	ELEVENTH TWELFTH	1	1	NA	LIVING, KITCHEN	524 SF	NA
1102 1202	ELEVENTH TWELFTH	1	1	NA	LIVING, KITCHEN, FOYER	609 SF	NA
1103 1203	ELEVENTH TWELFTH	1	1	NA	LIVING, KITCHEN, FOYER	678 SF	NA
1104 1204	ELEVENTH TWELFTH	1	1	NA	LIVING, KITCHEN, FOYER	598 SF	NA
PH1	THIRTEENTH FOURTEENTH	2	1	NA	LIVING, KITCHEN, FOYER	719 SF	356 SF
PH2	THIRTEENTH FOURTEENTH	2	1	1	LIVING, DINING, KITCHEN, FOYER	1093 SF	332 SF
PH3	THIRTEENTH	1	1	NA	LIVING, KITCHEN, FOYER	609 SF	

COMMERCIAL UNIT – TOTAL OF ONE UNIT

NON-RESIDENTIAL UNITS – TOTAL OF TWO UNITS

NON-RESIDENTIAL UNIT DESIGNATION	DESCRIPTION	UNIT SQUARE FOOTAGE
RETAIL UNIT	SALES FLOOR ON FLOOR ONE	3,352 SF
COMM FACILITY UNIT #1	FIRST FLOOR	285 SF

RESIDENTIAL STORAGE UNITS – TOTAL OF 32 COMPARTMENTS

COMMUNITY ROOF DECKS

COMMUNITY ROOF DECK	DESCRIPTION	UNIT SQUARE FOOTAGE
COMM ROOF DECK	ROOF	1,000 SF

(Y) Interior Finishes: All finishes are new.

LOCATION	FLOOR FINISH	WALL FINISH	CEILING FINISH
RESIDENTIAL UNITS:LIVING, DINING, BEDROOMS, KITCHEN	HARDWOOD	PAINTED GYPSUM, 2 FINISH COATS OVER A PRIMER	PAINTED GYPSUM, 2 FINISH COATS OVER A PRIMER, OR K-DEX

RESIDENTIAL UNITS: BATHROOMS	PORCELAIN TILE	PORCELAIN TILE	PAINTED GYPSUM, 2 FINISH COATS OVER A PRIMER
CELLAR AND FIRST FLOOR COMMERCIAL UNIT	UNFINISHED CONCRETE/ FINISH FLOOR BY UNIT OWNER	UNFINISHED DEMISING PARTITIONS/ WALL FINISH BY UNIT OWNER	UNFINISHED UNDERSIDE OF CONCRETE STRUCTURAL SLAB / FINISHED CEILING BY UNIT OWNER
FIRST FLOOR COMMON LOBBY	MARBLE	PORCELAIN TILE	PAINTED GYPSUM, 2 FINISH COATS OVER A PRIMER
PUBLIC CORRIDOR FLOORS TWO THROUGH THIRTEEN	PORCELAIN TILE	WALL PAPER	PAINTED GYPSUM, 2 FINISH COATS OVER A PRIMER

RESIDENTIAL UNIT APPLIANCES	TYPE	MANUFACTURER	REMARKS
REFRIGERATOR/FREEZER	ELECTRIC	BOSCH OR EQUAL, BENCHMARK SERIES	INTEGRATED PANEL DOOR
STOVE AND RANGETOP	ELECTRIC	BOSCH OR EQUAL, NET8068UC	4 BURNER, BLACK WITH STAINLESS STEEL FRAME FINISH
DISHWASHER	ELECTRIC	BOSCH OR EQUAL, 800 SERIES, PANEL READY SPV68U53UC	INTEGRATED PANEL DOOR
MICROWAVE	ELECTRIC	GENERAL ELECTRIC OR EQUAL, GE-PEM31SF	STAINLESS STEEL, ON THE COUNTER, FOR HC ACCESS IF REQUIRED
OVEN	ELECTRIC	BOSCH OR EQUAL, 800 SERIES HBL8451UC	STAINLESS STEEL
DISHWASHER	ELECTRIC	BOSCH OR EQUAL, 800 SERIES, PANEL READY SHV68T53UC	INTEGRATED PANEL DOOR
WASHER	ELECTRIC	BOSCH OR EQUAL	STACKABLE, TYPICAL
DRYER	ELECTRIC	BOSCH OR EQUAL	STACKABLE, TYPICAL

In accordance with 2014 NYC Building Code Chapter 11, section BC 1107 Dwelling and Sleeping Units, the Sponsor shall adjust or replace the following at such time that a person with physical disabilities takes occupancy of the unit, or within ten (10) days of the closing date of a unit for which the unit owner is a person with physical disabilities requesting such modifications, whichever is later, at the Sponsor's expense:

1. Kitchen countertop lowered per NYCBC section 1107.2.3.1
2. Appliances in compliance with requirements of NYCBC section 1107
3. Storage shelf in accordance with NYCBC 1107.2.3.4
4. Front loading combination washer/dryer laundry equipment which complies with ANSI 117.1 2003 Section 611
5. Grab bars in bathrooms

PLUMBING FIXTURE SCHEDULE: ALL ITEMS ARE NEW

DESCRIPTION	SOURCE	PRODUCT NUMBER
MASTER BATHROOM		
SINK	DURAVIT	233683

FAUCET	GROHE	GR 34271
BATHTUB	FINE FIXTURES	BT104
TOILET	KOHLER	K-3810-RA-0
SHOWERHEAD	GROHE	GR 27808
EXPOSED THERMOSTATIC VALVE	GROHE	GR 35015
POWDER ROOM		
FAUCET	GROHE	GR 34271
SINK	DURAVIT	045560
TOILET	KOHLER	K-3810-RA-0
KITCHEN		
FAUCET	GROHE	GR 32665
SINK	FINE FIXTURES	S702

(Z) Safety and warning devices.

A one-way voice communication fire alarm system shall be provided for this building including smoke detectors at elevator lobbies, in elevator machine rooms and in elevator shafts for elevator recall and in mechanical rooms. Heat detectors shall be provided at top of elevator shafts for elevator recall and in the Boiler Room as required. A fire command station shall be provided in the building lobby within sight of the elevators. Speakers shall be provided in each Residential Unit and in stairwells on every other floor. Fire Fighter phones shall be provided in every stairwell on every floor. A fire warden station shall be provided in every common space elevator lobby on each floor. The fire alarm system shall be installed as required per 2008 NYC building code.

Each Residential Unit will be provided with a combination smoke/carbon monoxide alarms in each bedroom and within fifteen feet of each bedroom door (all devices interconnected), each Residential Unit's system shall be stand alone and not part of the buildings fire alarm system.

(AA) Additional information required.

(1) An area map is omitted since the condominium is located in a highly urban area.

(2) Floor plan for each line or type of unit drawn to scale, indicating room dimensions and unit boundaries are included in Part II.

(3) Floor to ceiling heights of units vary throughout.

(4) Approximate total area of each unit is shown on the floor plans included in Part II.

(5) A master floor plan showing unit boundaries and the relationship of units to each other is provided for each floor in the floor plans included in Part II.

(6) Documents to be delivered from the Sponsor to the Condominium Board include:
(a) Final as-built drawings for mechanical, electrical, plumbing and fire protection systems.
(b) Operation and Maintenance Manuals, as applicable.
(c) Electronic system manuals.
(d) Equipment warranties, if any.
(e) Manufacturer's roof warranty.

(f) Major equipment commissioning start-up information.
(g) Original Test and Balance Report for the HVAC system.

(BB) Further development. Not applicable.
(CC) Asbestos. Not applicable – The Building is a new building.
(DD) Lead-based paint. Not applicable – The Building is a new building.

END OF REPORT

Date: July 17th, 2017



PLOT PLAN AND FLOOR PLANS

Please note that all dimensions are approximate.

The approximate gross square foot area of each Unit has been measured horizontally on each of one or more floors from the exterior side of the exterior walls, at the Building line or at the exterior face of aluminum frames and aluminum panel to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the corridor face of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes and shafts (whether along the perimeter or within the Unit), were not deducted from the square foot area of the Units. Outdoor floor area of a balcony or terrace appurtenant to a Unit was not included in the Unit's indoor floor area.

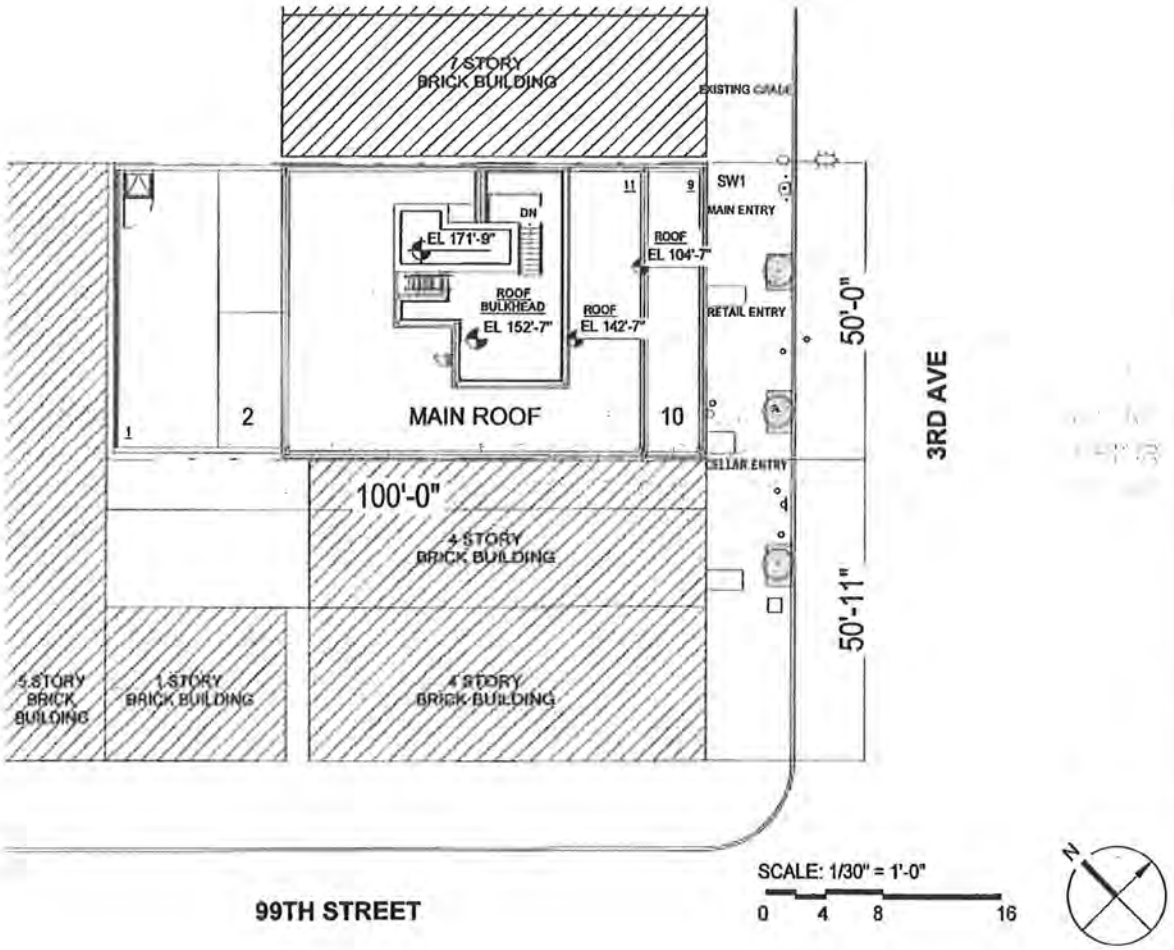
Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above.

The approximate gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. As is customary in New York City, these approximate gross square footages exceed the useable floor area of each Unit. Further, it is noted that due to the thickness of the exterior walls the actual floor area of a Unit shall be significantly less than the gross square footage set forth in Schedule A. Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question.

1790 Plan

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.



1790-1792 Third Avenue
New York, NY, 10029

DATE:

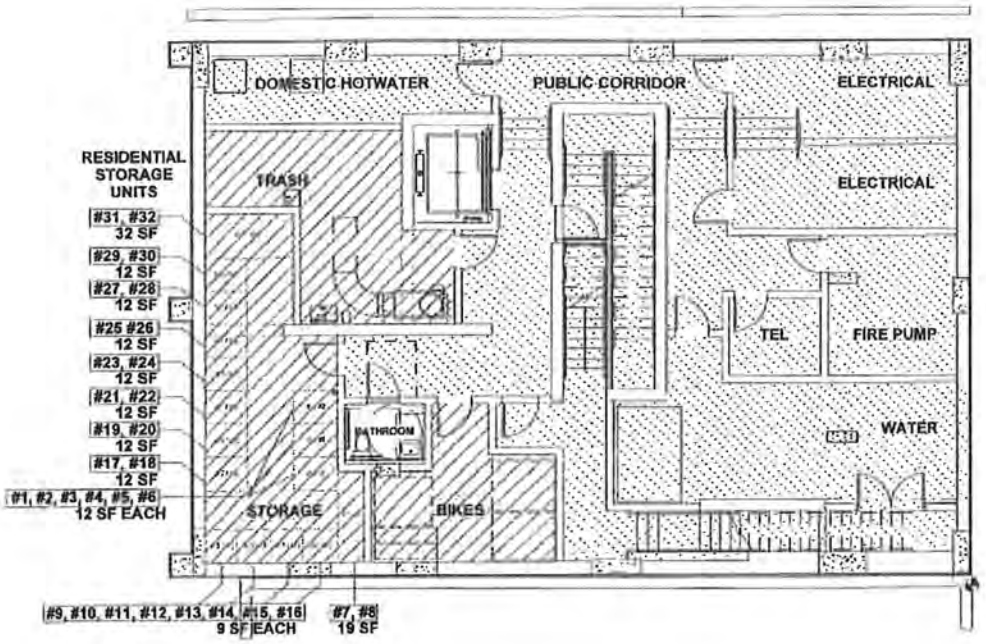
SITE PLAN

Architect:

IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00



SCALE: 1/16" = 1'-0"

0 4 8 16

N

GENERAL COMMON ELEMENTS | RESIDENTIAL UNITS | NON RESIDENTIAL UNITS | RESIDENTIAL COMMON ELEMENTS | RESIDENTIAL LIMITED COMMON ELEMENTS

1790-1792 Third Avenue
New York, NY, 10029

DATE:

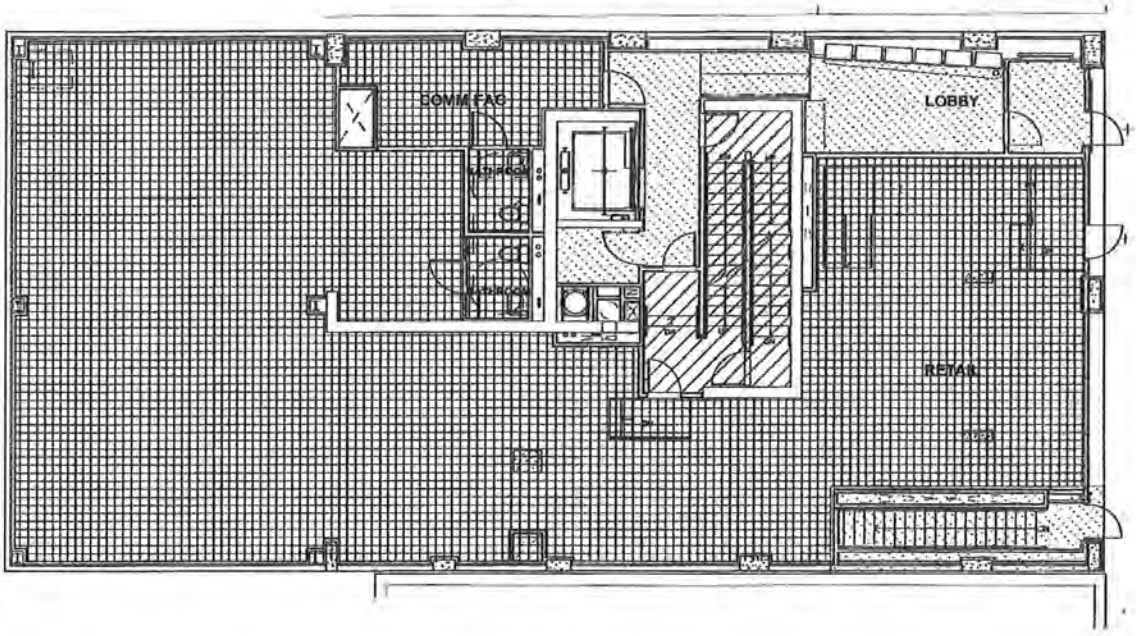
FLOOR: CELLAR

Architect:

IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00



SCALE: 1/16" = 1'-0"

0 4 8 16

GENERAL COMMON ELEMENTS | RESIDENTIAL UNITS | NON RESIDENTIAL UNITS | RESIDENTIAL COMMON ELEMENTS | RESIDENTIAL LIMITED COMMON ELEMENTS

1790-1792 Third Avenue
New York, NY, 10029

DATE:

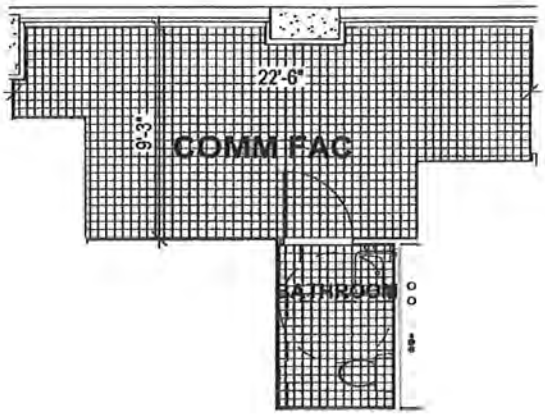
FLOOR: 1ST FLOOR

Architect:

IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00



SCALE: 1/8" = 1'-0"

0 4 8 16

N

COMMUNITY FACILITY
285 SF

GENERAL COMMON ELEMENTS | RESIDENTIAL UNITS | NON RESIDENTIAL UNITS | RESIDENTIAL COMMON ELEMENTS | RESIDENTIAL LIMITED COMMON ELEMENTS

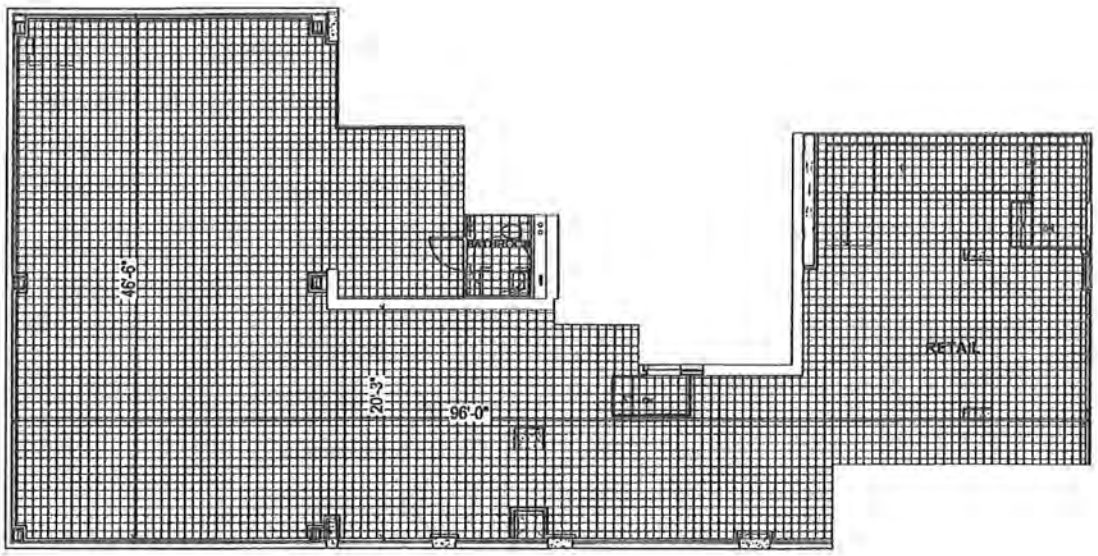
1790-1792 Third Avenue
New York, NY, 10029

DATE:

FLOOR: 1ST FLOOR COMMUNITY FACILITY

Architect:
IBI GROUP
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00



SCALE: 1/16" = 1'-0"

0 4 8 16

N

RETAIL UNIT
3352 SF

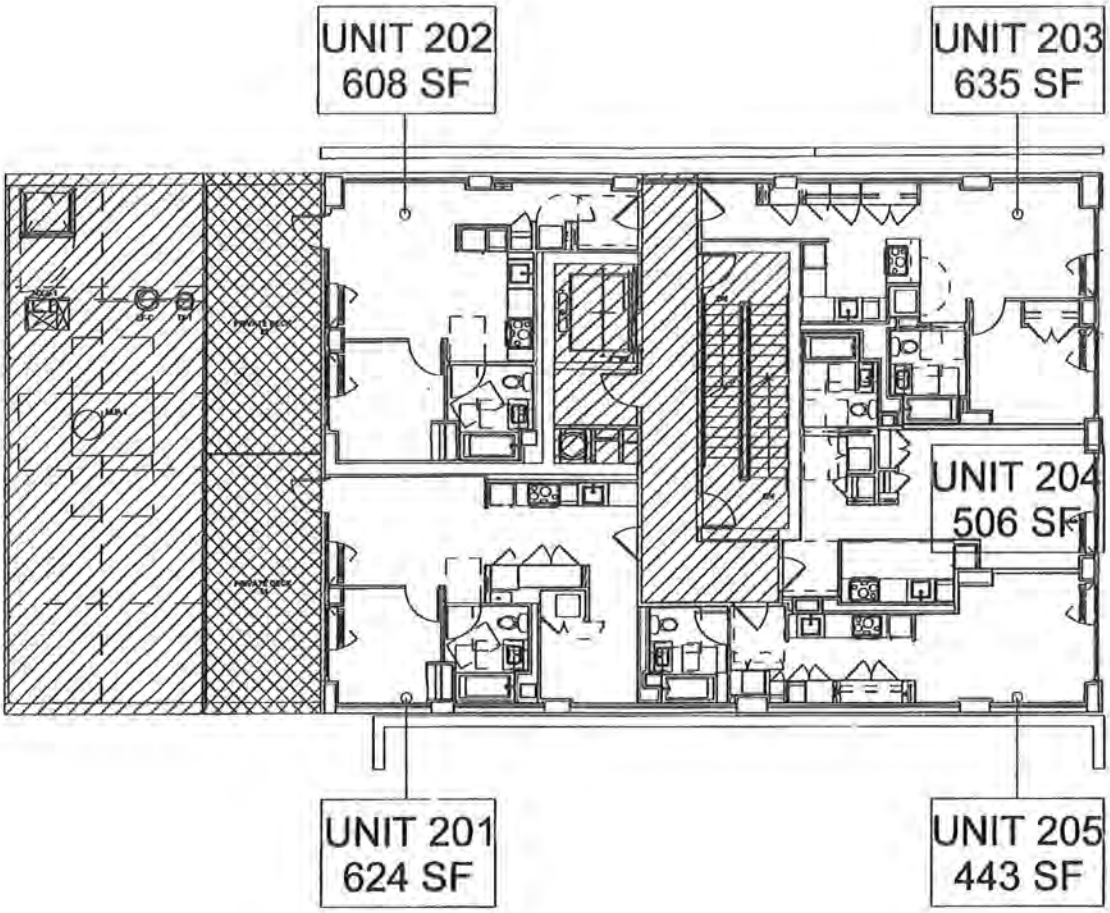
GENERAL COMMON ELEMENTS | RESIDENTIAL UNITS | NON RESIDENTIAL UNITS | RESIDENTIAL COMMON ELEMENTS | RESIDENTIAL LIMITED COMMON ELEMENTS

1790-1792 Third Avenue
New York, NY, 10029
DATE:

FLOOR: 1ST FLOOR
RETAIL UNIT

Architect:
IBI GROUP
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00



SCALE: 1/16" = 1'-0"

0 4 8 16

N

GENERAL COMMON ELEMENTS | RESIDENTIAL UNITS | NON RESIDENTIAL UNITS | RESIDENTIAL COMMON ELEMENTS | RESIDENTIAL LIMITED COMMON ELEMENTS

1790-1792 Third Avenue
New York, NY, 10029

DATE:

FLOOR: 2ND FLOOR

Architect:

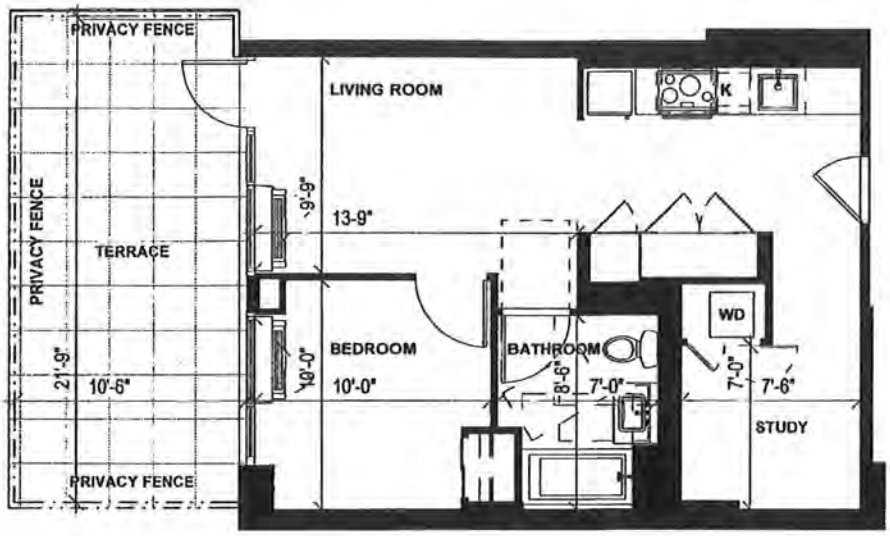
IBI GROUP

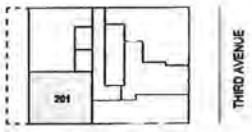
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

624 SF
UNIT 201

1790-1792 Third Avenue
New York, NY, 10029

FLOOR: 2ND FLOOR

DATE:

Architect:

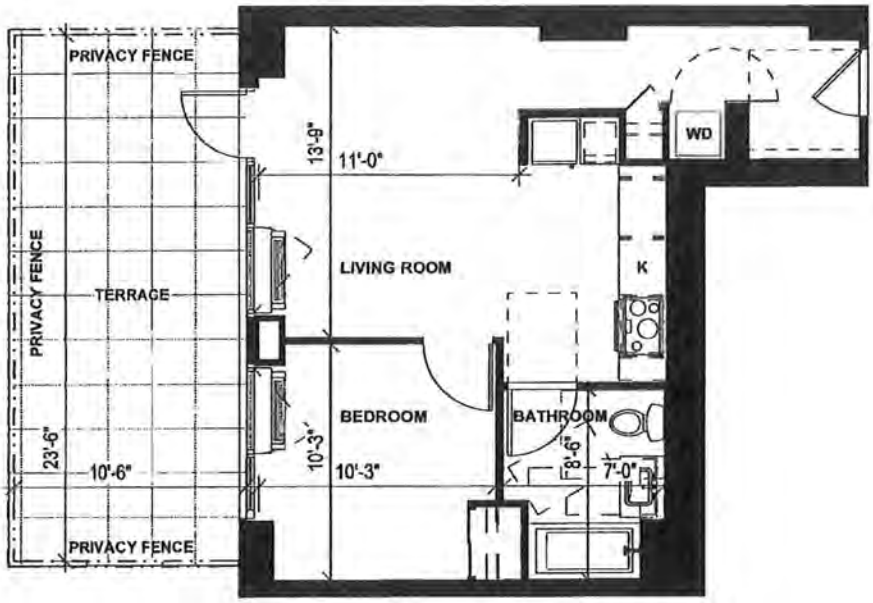
IBI GROUP

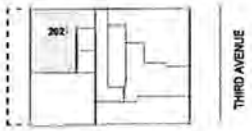
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

608 SF
UNIT 202

SCALE: 1/8" = 1'-0"
0 4 8 16

N

RESIDENTIAL UNIT LIMITED COMMON ELEMENTS

1790-1792 Third Avenue
New York, NY, 10029

FLOOR: 2ND FLOOR

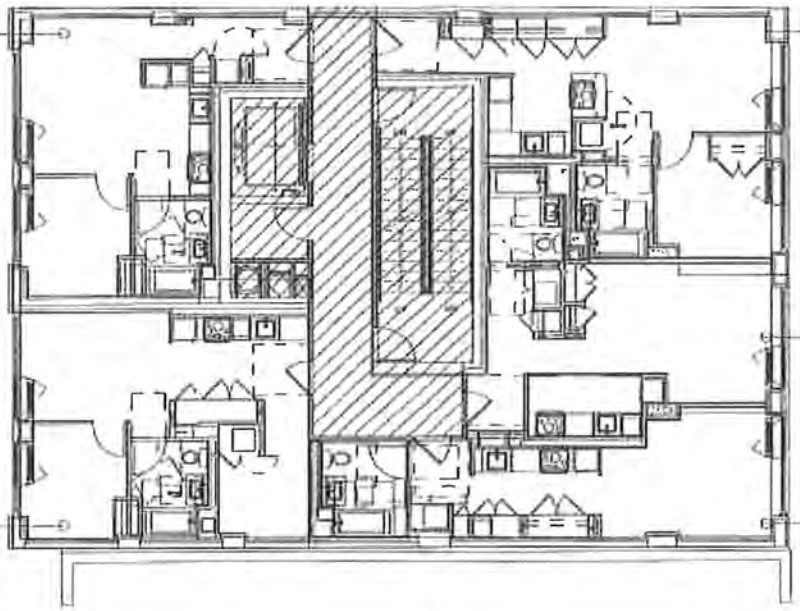
DATE:

Architect:
IBI GROUP
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

UNIT
302
402
502
602
609 SF

UNIT
303
403
503
603
635 SF



UNIT
304
404
504
604
506 SF

UNIT
301
401
501
601
624 SF

UNIT
305
405
505
605
443 SF

SCALE: 1/16" = 1'-0"

0 4 8 16

N

GENERAL COMMON ELEMENTS | RESIDENTIAL UNITS | NON RESIDENTIAL UNITS | RESIDENTIAL COMMON ELEMENTS | RESIDENTIAL LIMITED COMMON ELEMENTS

1790-1792 Third Avenue
New York, NY, 10029
DATE:

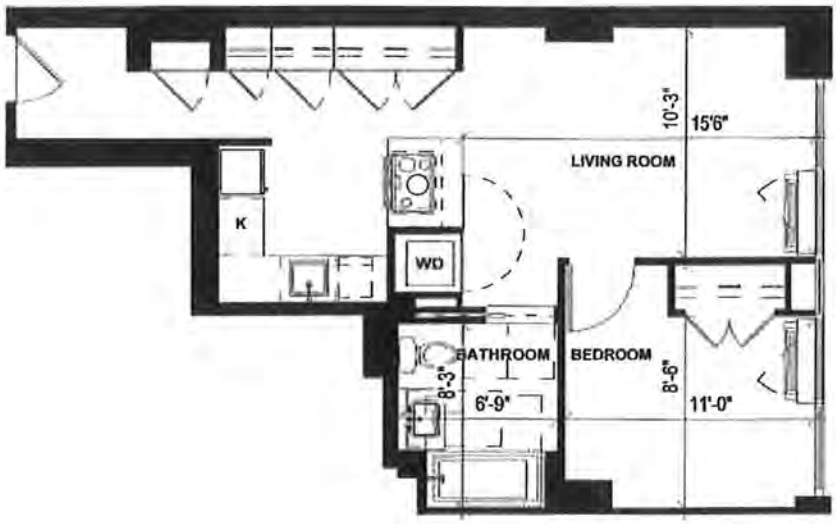
TYPICAL FLOOR: 3RD FLOOR THRU 6TH FLOOR

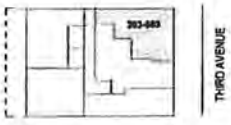
Architect:
IBI GROUP
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

635 SF
UNIT 203, 303, 403, 503, 603

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR:
2ND FLOOR THRU
6TH FLOOR

Architect:

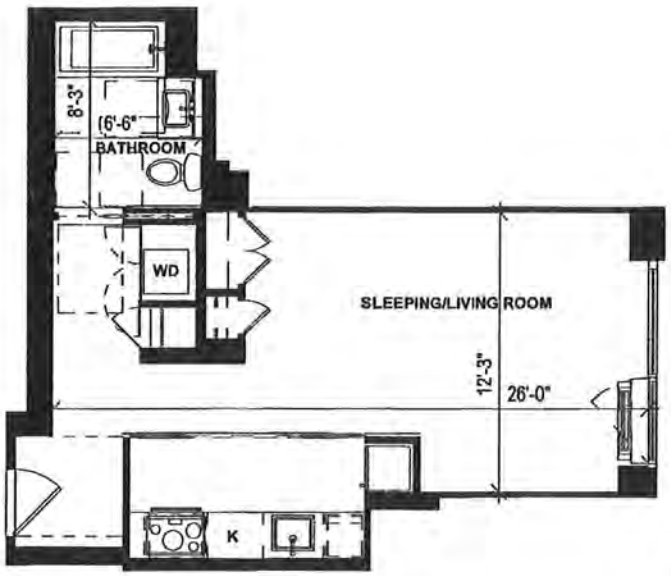
IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

506 SF
UNIT 204, 304, 404, 504, 604

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR:
2ND FLOOR THRU
6TH FLOOR

Architect:

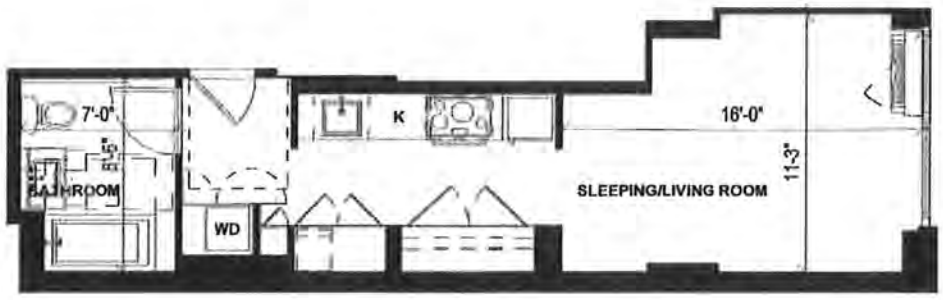
IBI GROUP

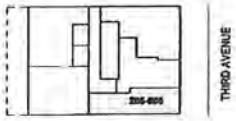
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

443 SF
UNIT 205, 305, 405, 505, 605

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR:
2ND FLOOR THRU
6TH FLOOR

Architect:

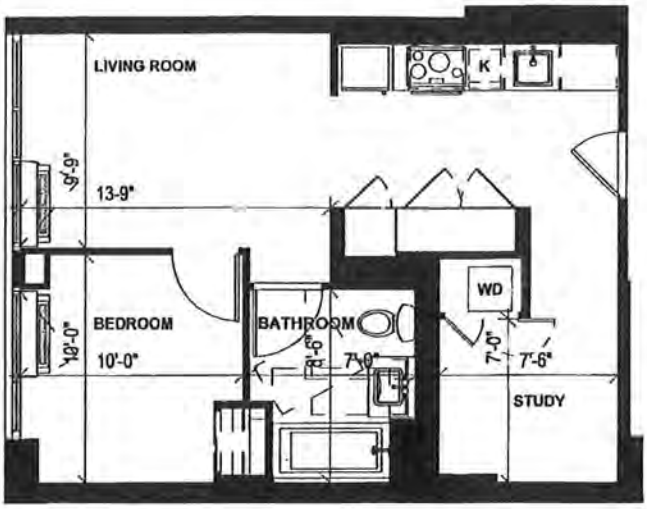
IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

624 SF
UNIT 301, 401, 501, 601

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR:
3RD FLOOR THRU
6TH FLOOR

Architect:

IBI GROUP

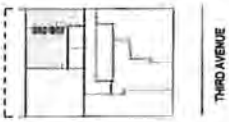
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

609 SF
UNIT 302, 402, 502, 602

1790-1792 Third Avenue
New York, NY, 10029

DATE:

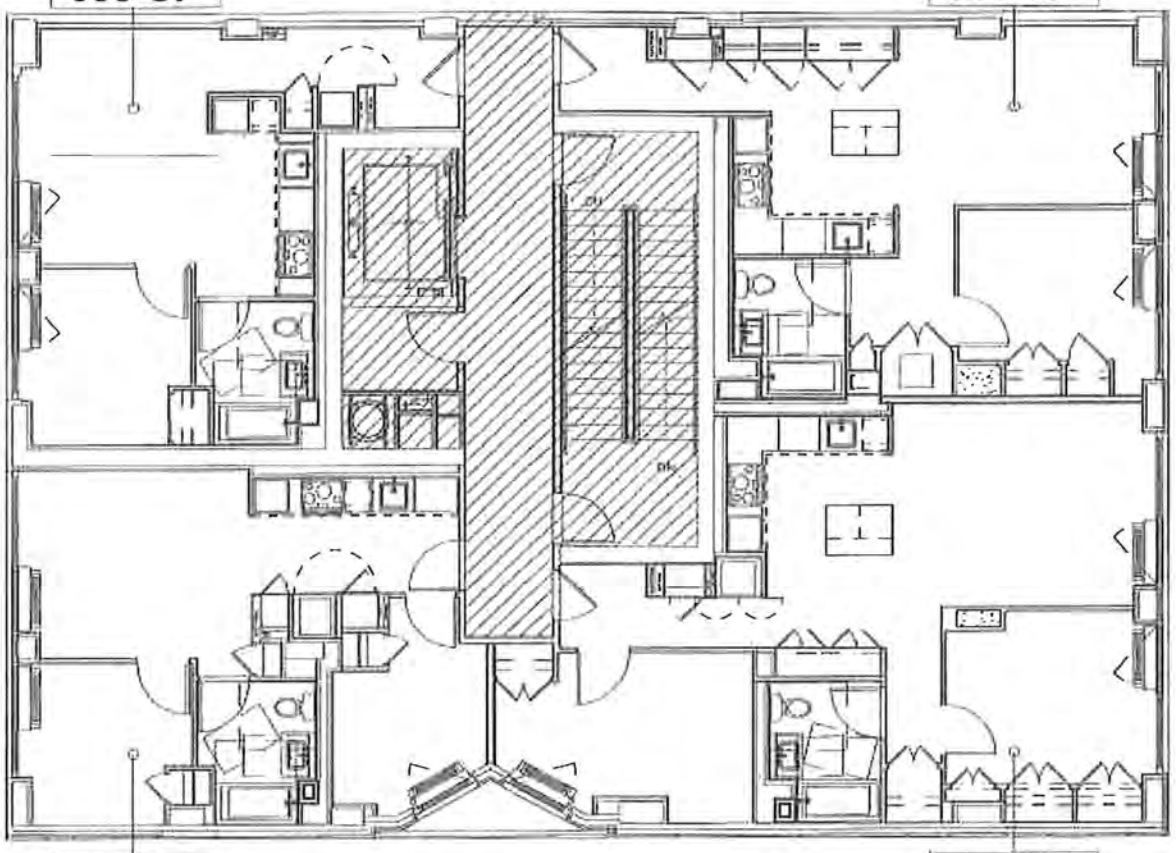
TYPICAL FLOOR:
3RD FLOOR THRU
6TH FLOOR

Architect:

IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00



1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR: 7TH FLOOR THRU 9TH FLOOR

Architect:

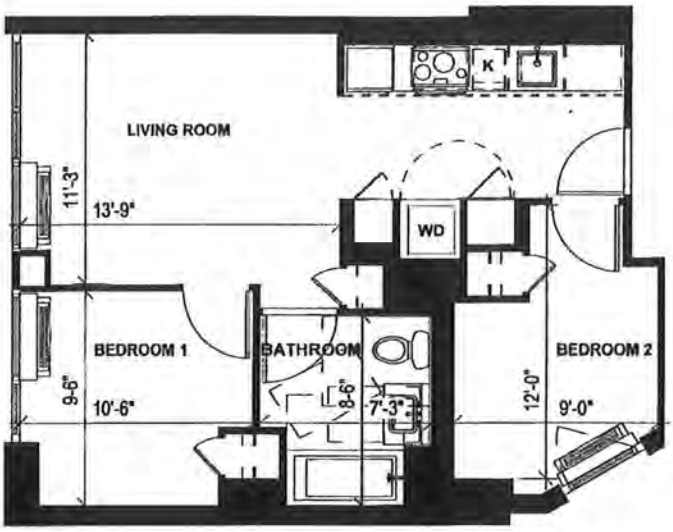
IBI GROUP

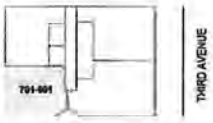
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

651 SF
UNIT 701, 801, 901

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR:
7TH FLOOR THRU
9TH FLOOR

Architect:

IBI GROUP

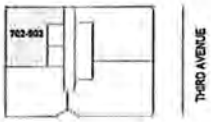
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

609 SF
UNIT 702, 802, 902

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR:
7TH FLOOR THRU
9TH FLOOR

Architect:

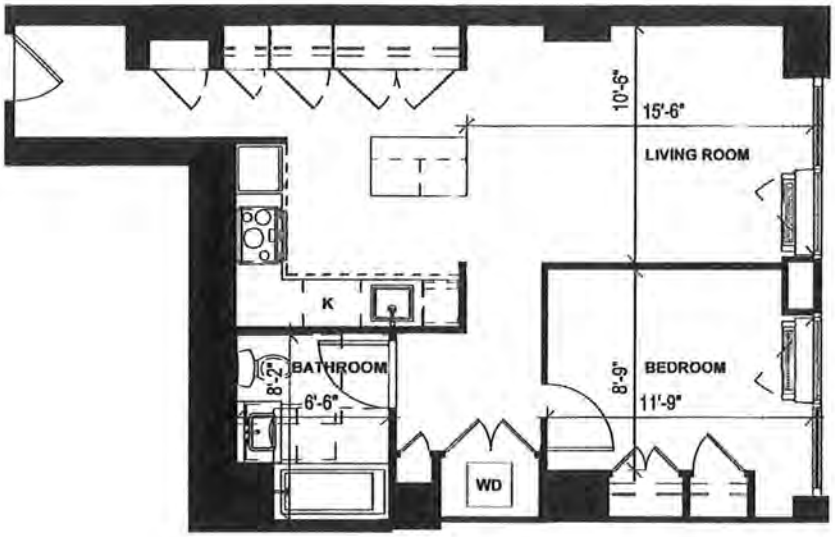
IBI GROUP

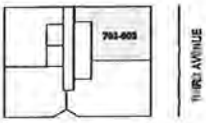
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

728 SF
UNIT 703, 803, 903

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR:
7TH FLOOR THRU
9TH FLOOR

Architect:

IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

920 SF
UNIT 704, 804

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR:
7TH FLOOR THRU
9TH FLOOR

Architect:

IBI GROUP

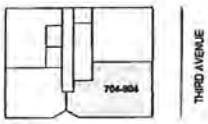
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

920 SF
UNIT 904

1790-1792 Third Avenue
New York, NY, 10029

DATE:

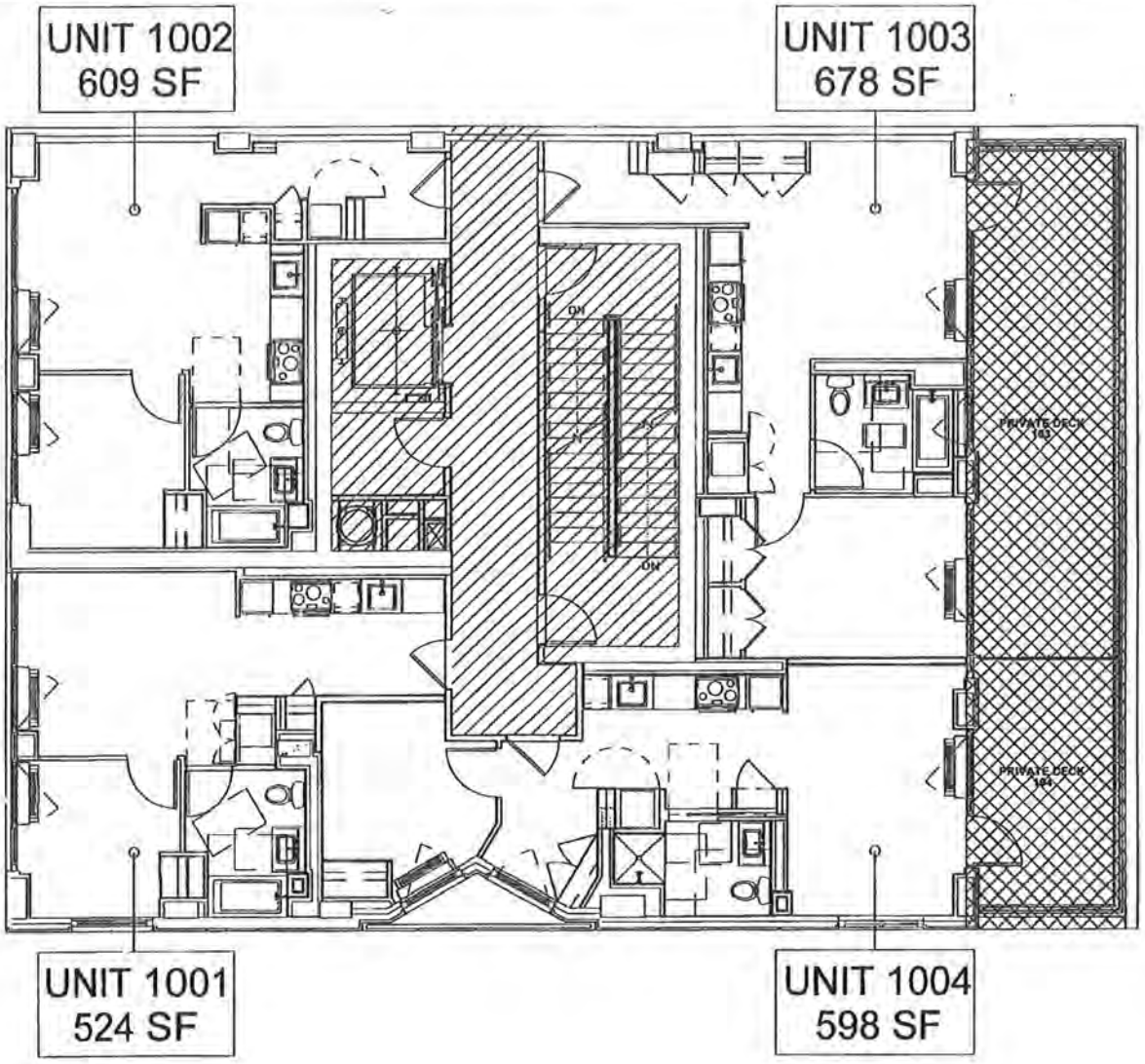
TYPICAL FLOOR:
7TH FLOOR THRU
9TH FLOOR

Architect:

IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00



SCALE: 3/32" = 1'-0"

0 4 8 16

GENERAL COMMON ELEMENTS | RESIDENTIAL UNITS | NON RESIDENTIAL UNITS | RESIDENTIAL COMMON ELEMENTS | RESIDENTIAL LIMITED COMMON ELEMENTS

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR: 10TH FLOOR

Architect:

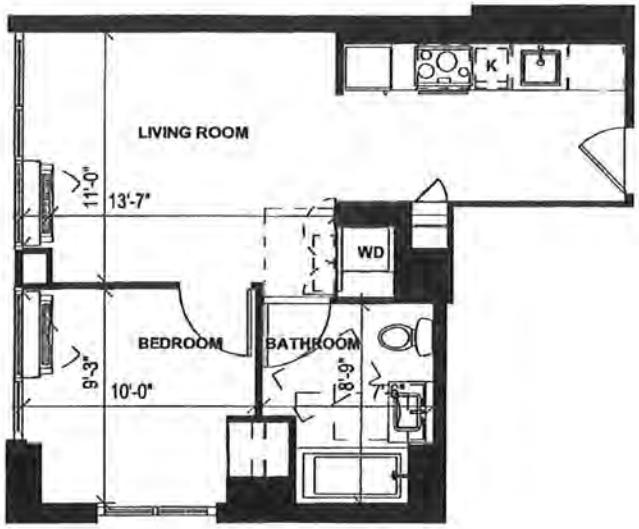
IBI GROUP

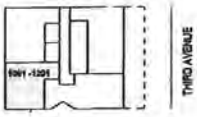
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

524 SF
UNIT 1001, 1101, 1201

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR:
10TH FLOOR THRU
12TH FLOOR

Architect:

IBI GROUP

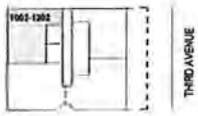
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

609 SF
UNIT 1002, 1102, 1202

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR:
10TH FLOOR THRU
12TH FLOOR

Architect:

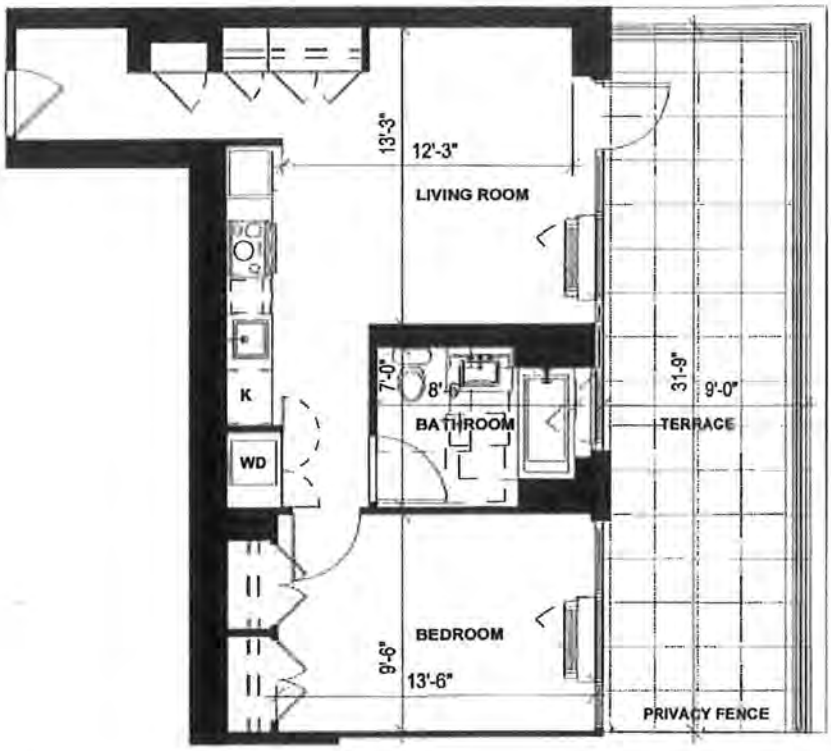
IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

678 SF
UNIT 1003

1790-1792 Third Avenue
New York, NY, 10029

FLOOR: 10TH FLOOR

DATE:

Architect:

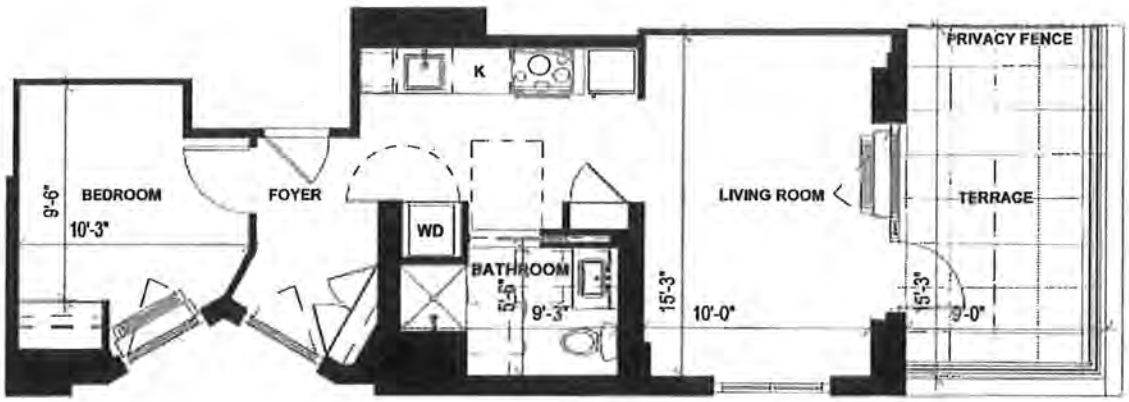
IBI GROUP

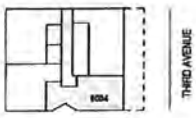
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

598 SF
UNIT 1004

1790-1792 Third Avenue
New York, NY, 10029

FLOOR: 10TH FLOOR

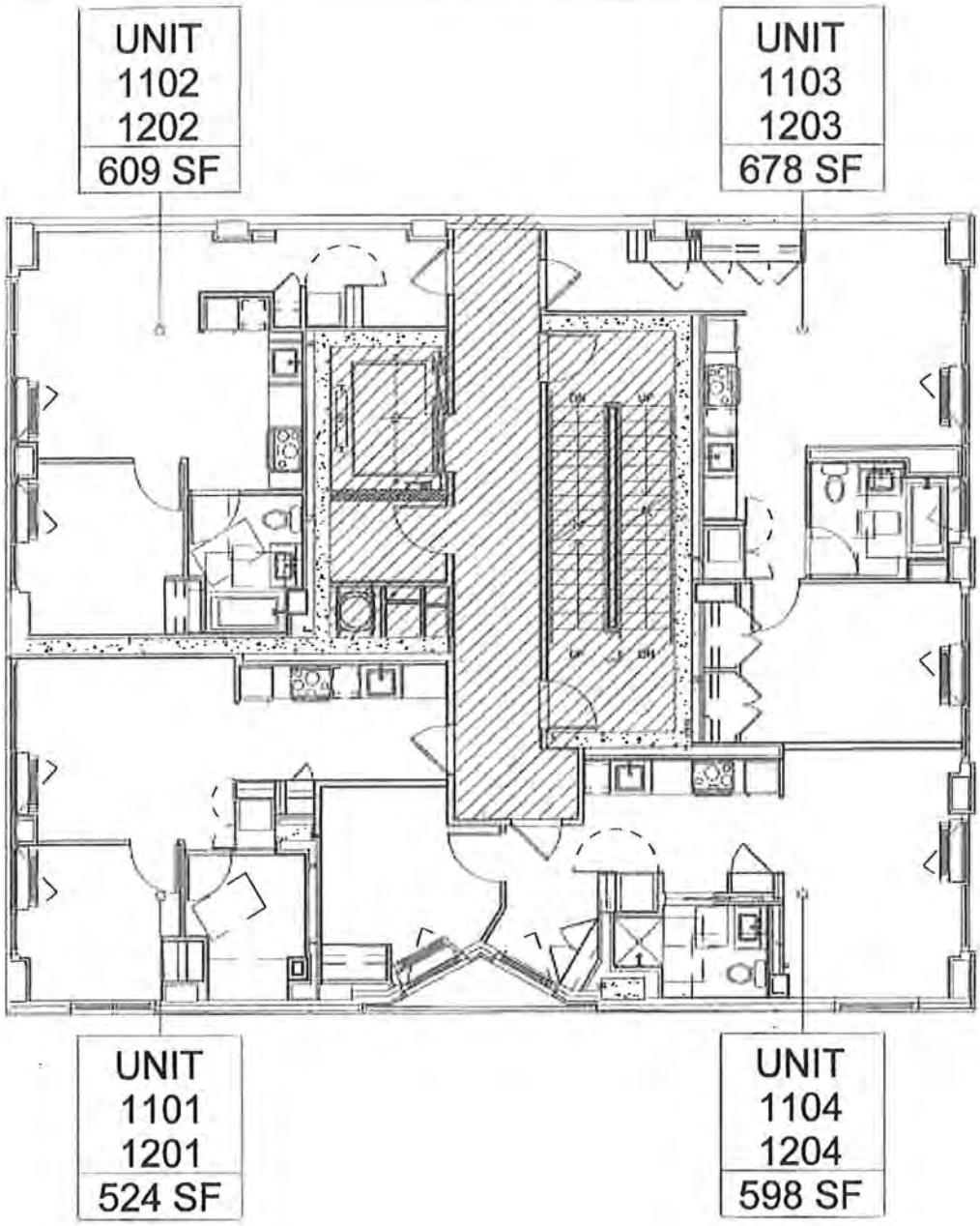
DATE:

Architect:

IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00



SCALE: 3/32" = 1'-0"

0 4 8 16

GENERAL COMMON ELEMENTS | RESIDENTIAL UNITS | NON RESIDENTIAL UNITS | RESIDENTIAL COMMON ELEMENTS | RESIDENTIAL LIMITED COMMON ELEMENTS

1790-1792 Third Avenue
New York, NY, 10029

DATE:

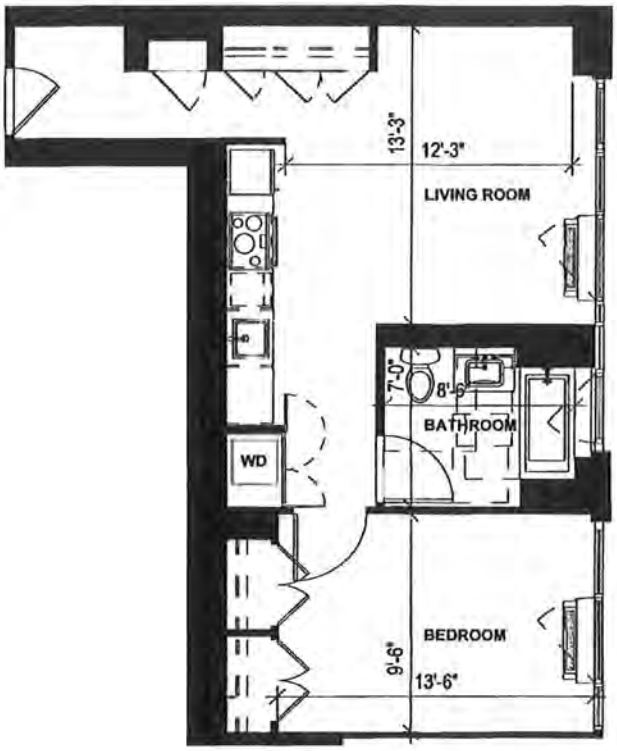
TYPICAL FLOOR: 11TH FLOOR THRU 12TH FLOOR

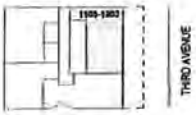
Architect:
IBI GROUP
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

678 SF
UNIT 1103, 1203

1790-1792 Third Avenue
New York, NY, 10029

DATE:

TYPICAL FLOOR:
11TH FLOOR THRU
12TH FLOOR

Architect:

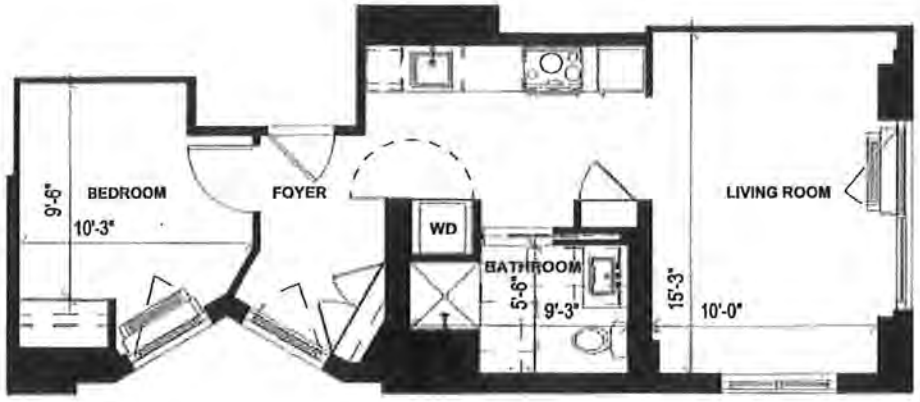
IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

598 SF
UNIT 1104, 1204

1790-1792 Third Avenue
New York, NY, 10029

DATE:

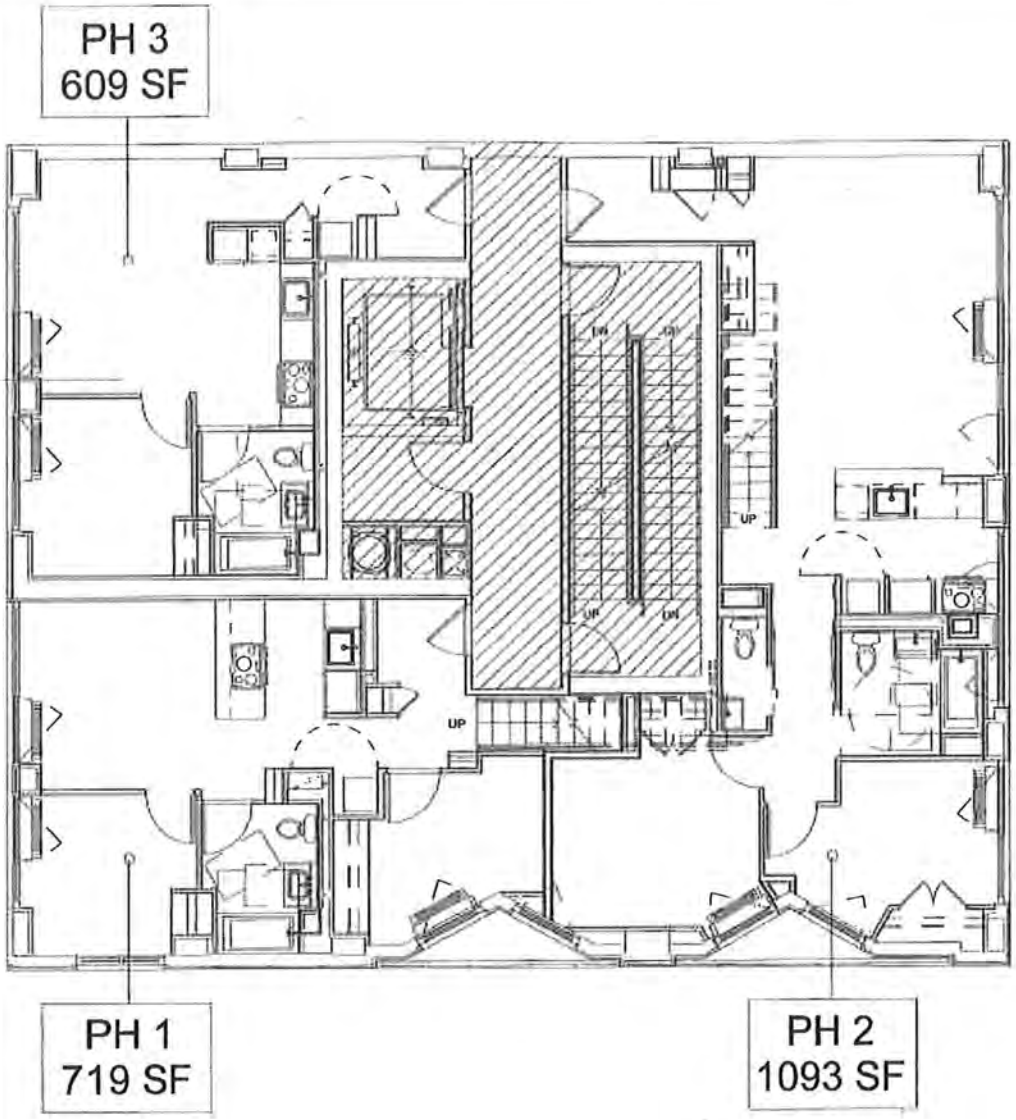
TYPICAL FLOOR:
11TH FLOOR THRU
12TH FLOOR

Architect:

IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00



SCALE: 3/32" = 1'-0"

0 4 8 16

GENERAL COMMON ELEMENTS | RESIDENTIAL UNITS | NON RESIDENTIAL UNITS | RESIDENTIAL COMMON ELEMENTS | RESIDENTIAL LIMITED COMMON ELEMENTS

1790-1792 Third Avenue
New York, NY, 10029

DATE:

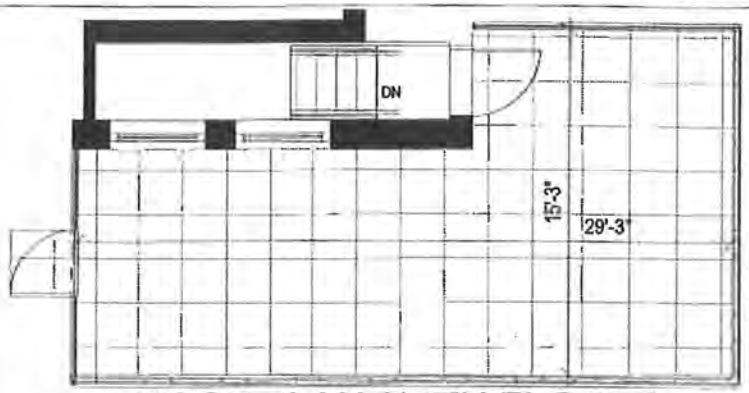
FLOOR: PENTHOUSE (13TH FLOOR)

Architect:

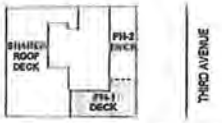
IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

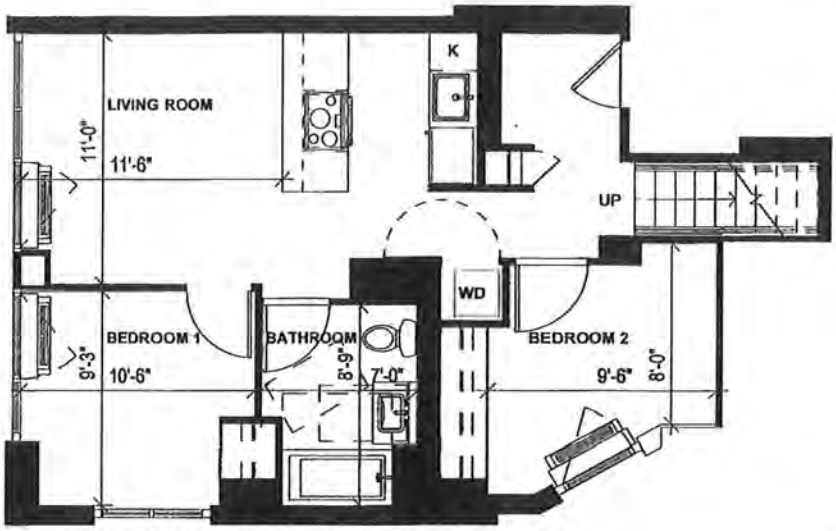
Project Number: 2107.00



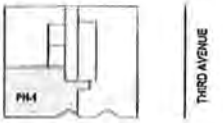
ROOF PLAN (14TH FLOOR)



ROOF KEY PLAN



PH-1 PLAN (13TH FLOOR)



PH-1 KEY PLAN

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.

719 SF
UNIT PH 1

SCALE: 1/8" = 1'-0"

0 4 8 16

N

1790-1792 Third Avenue
New York, NY, 10029

DATE:

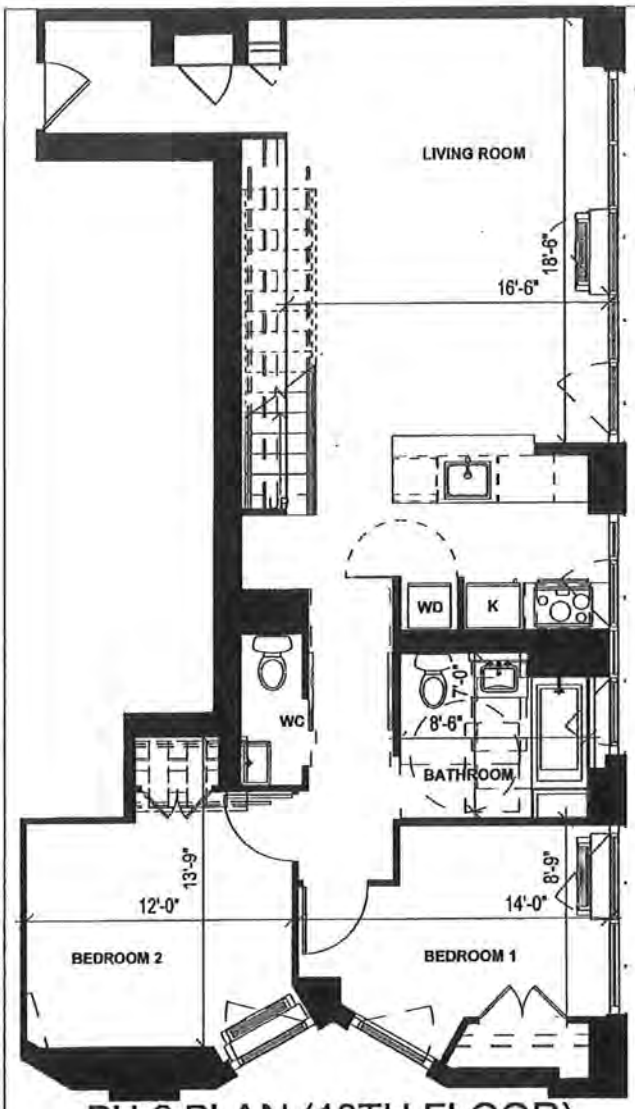
FLOOR: PENTHOUSE (13TH AND 14TH FLOORS)

Architect:

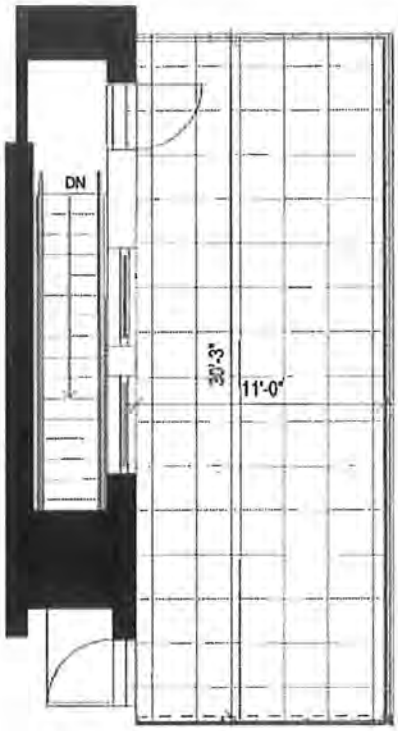
IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

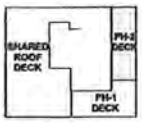
Project Number: 2107.00



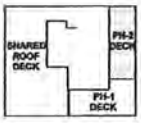
PH-2 PLAN (13TH FLOOR)



ROOF PLAN (14TH FLOOR)



PH-2 KEY PLAN



ROOF KEY PLAN

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.

1093 SF
UNIT PH 2

SCALE: 1/8" = 1'-0"

0 4 8 16

N

1790-1792 Third Avenue
New York, NY, 10029

DATE:

FLOOR: PENTHOUSE
(13TH AND 14TH FLOORS)

Architect:

IBI GROUP

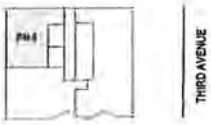
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.





KEY PLAN

SCALE: 1/8" = 1'-0"

0 4 8 16

N

609 SF
UNIT PH 3

1790-1792 Third Avenue
New York, NY, 10029

DATE:

FLOOR: PENTHOUSE
(13TH FLOOR)

Architect:

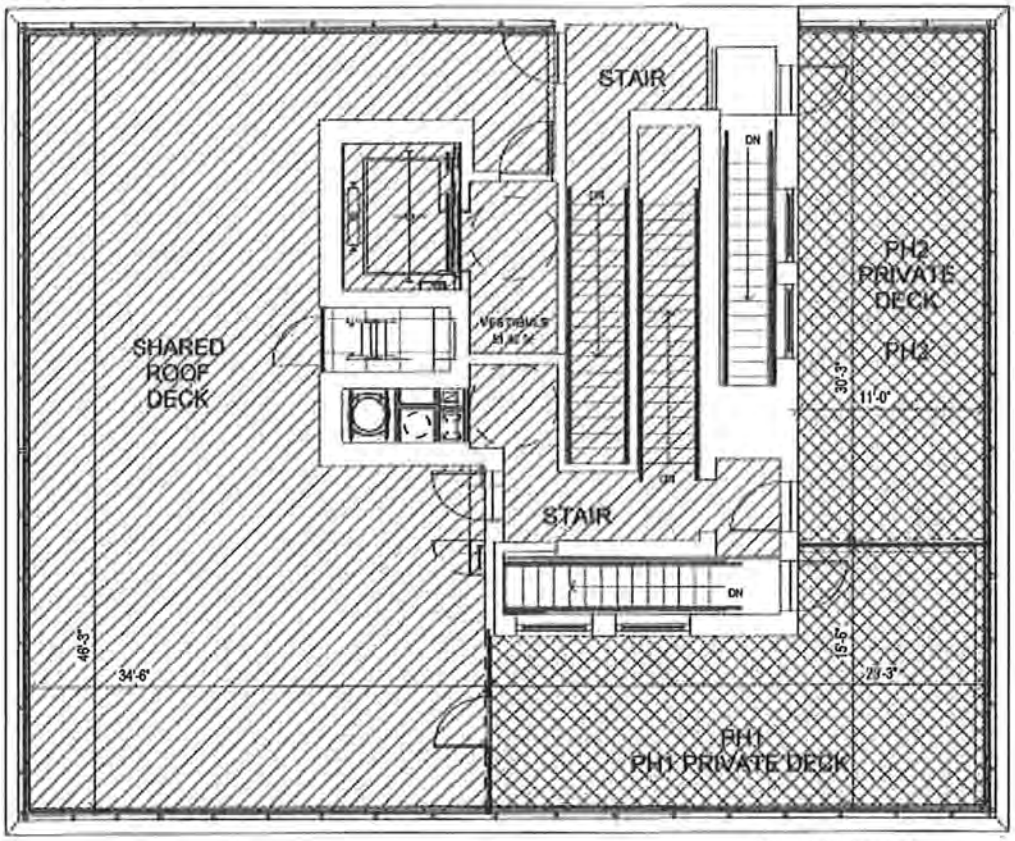
IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.



SCALE: 3/32" = 1'-0"

0 4 8 16

N

GENERAL COMMON ELEMENTS | RESIDENTIAL UNITS | NON RESIDENTIAL UNITS | RESIDENTIAL COMMON ELEMENTS | RESIDENTIAL LIMITED COMMON ELEMENTS

MAIN ROOF

1790-1792 Third Avenue
New York, NY, 10029

DATE:

FLOOR: MAIN ROOF

Architect:

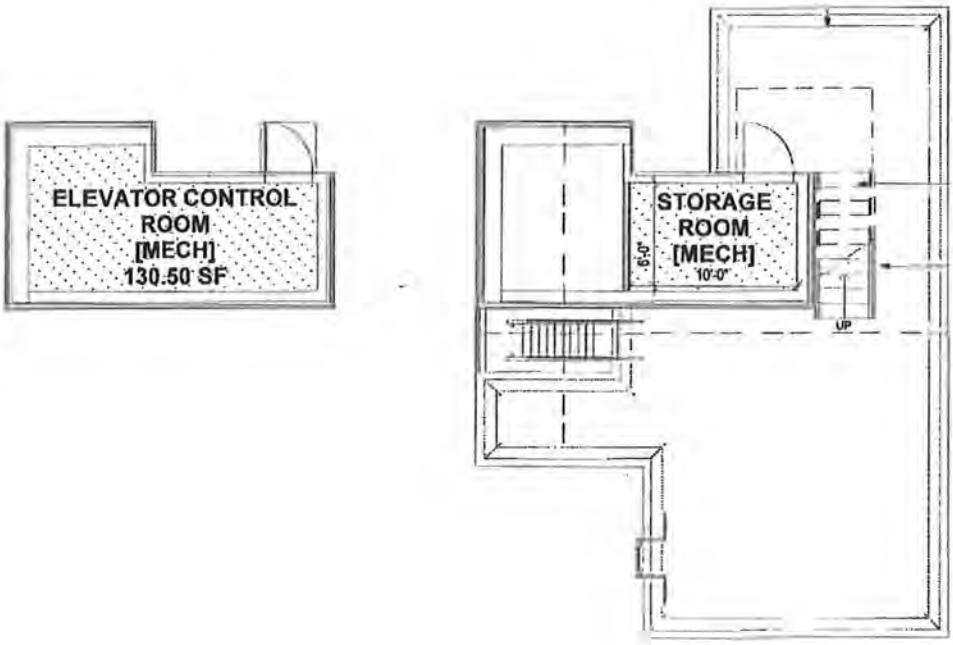
IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.



SCALE: 3/32" = 1'-0"

0 4 8 16

N

GENERAL COMMON ELEMENTS | RESIDENTIAL UNITS | NON RESIDENTIAL UNITS | RESIDENTIAL COMMON ELEMENTS | RESIDENTIAL LIMITED COMMON ELEMENTS

BULKHEAD ROOFS

1790-1792 Third Avenue
New York, NY, 10029

DATE:

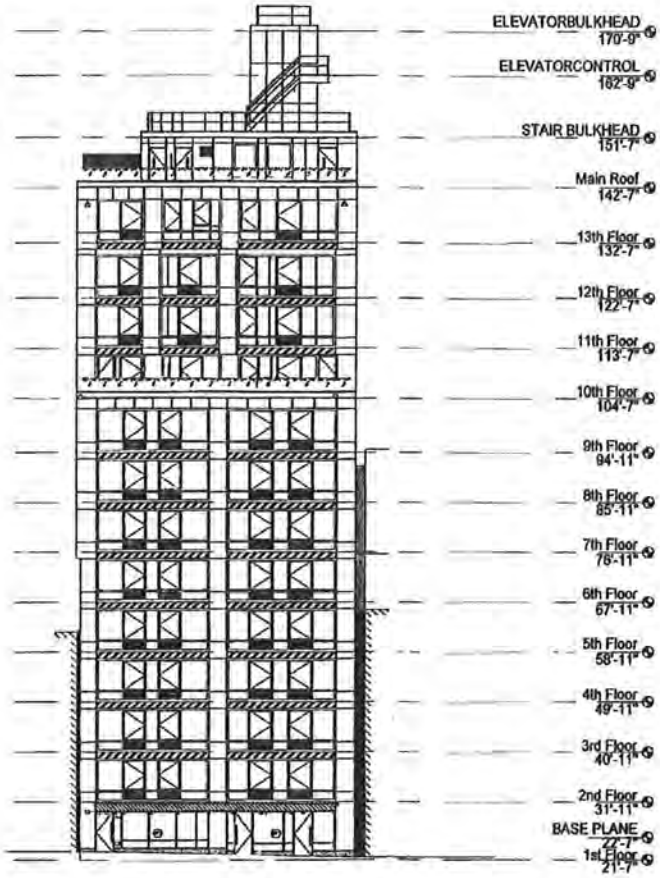
15TH FLOOR AND ELEVATOR BULKHEAD

Architect:
IBI GROUP
IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.



SCALE: 1/32" = 1'-0"

0 4 8 16

N

1790-1792 Third Avenue
New York, NY, 10029

DATE:

EAST ELEVATION (FRONT FACADE)

Architect:

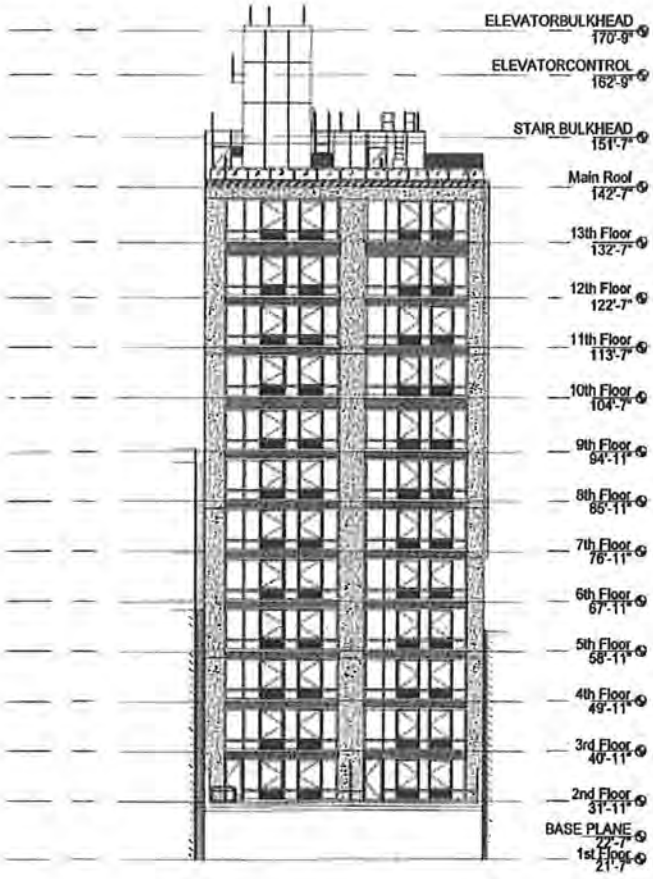
IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.



SCALE: 1/32" = 1'-0"

0 4 8 16

N

1790-1792 Third Avenue
New York, NY, 10029

DATE:

WEST ELEVATION (REAR FACADE)

Architect:

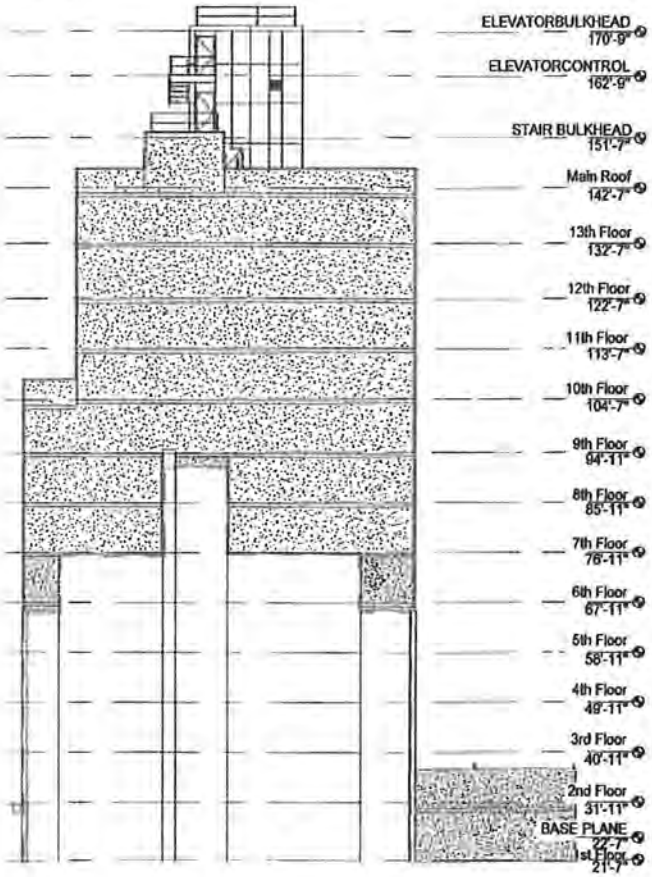
IBI GROUP

IBI Group, Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.



SCALE: 1/32" = 1'-0"

0 4 8 16

N

1790-1792 Third Avenue
New York, NY, 10029

DATE:

NORTH ELEVATION

Architect:

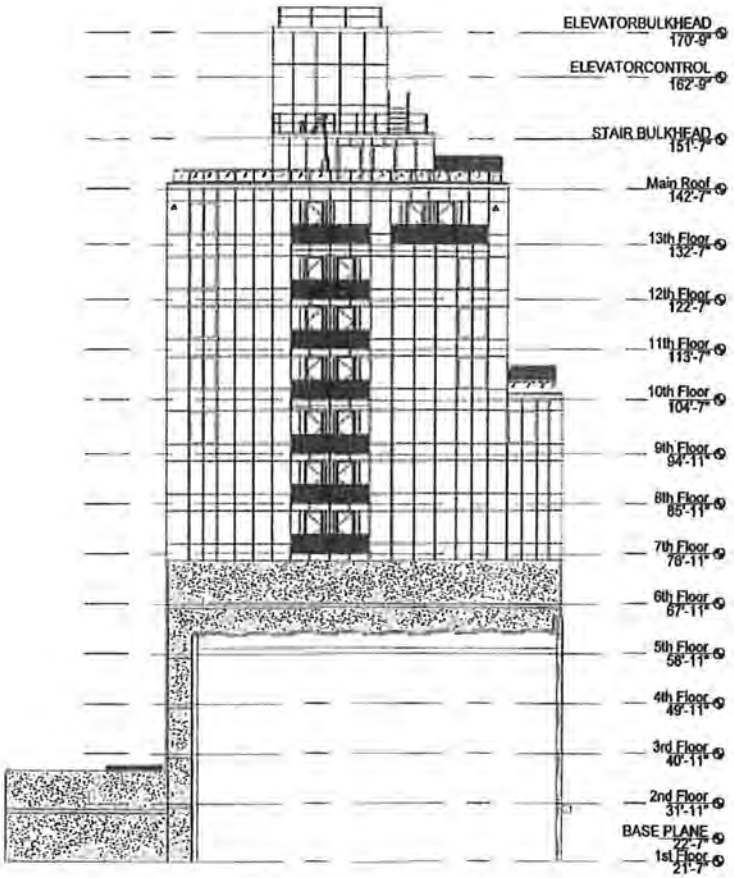
IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00

NOTE:

THE APPROXIMATE GROSS SQUARE FOOT AREA OF EACH UNIT HAS BEEN MEASURED HORIZONTALLY ON EACH OF ONE OR MORE FLOORS FROM THE EXTERIOR SIDE OF THE EXTERIOR WALLS, AT THE BUILDING LINE OR AT THE EXTERIOR FACE OF ALUMINUM FRAMES AND ALUMINUM PANEL TO THE MIDPOINT OF THE INTERIOR WALLS AND PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR THE CORRIDOR FACE OF THE INTERIOR WALLS AND PARTITIONS SEPARATING A UNIT FROM PUBLIC CORRIDORS, STAIRS, ELEVATORS AND OTHER MECHANICAL EQUIPMENT SPACES OR ANY COMMON ELEMENTS. COLUMNS AND MECHANICAL PIPES AND SHAFTS (WHETHER ALONG THE PERIMETER OR WITHIN THE UNIT), WERE NOT DEDUCTED FROM THE SQUARE FOOT AREA OF THE UNITS. OUTDOOR FLOOR AREA OF A BALCONY OR TERRACE APPURTENANT TO A UNIT WAS NOT INCLUDED IN THE UNIT'S INDOOR FLOOR AREA.



SCALE: 1/32" = 1'-0"

0 4 8 16

N

1790-1792 Third Avenue
New York, NY, 10029

DATE:

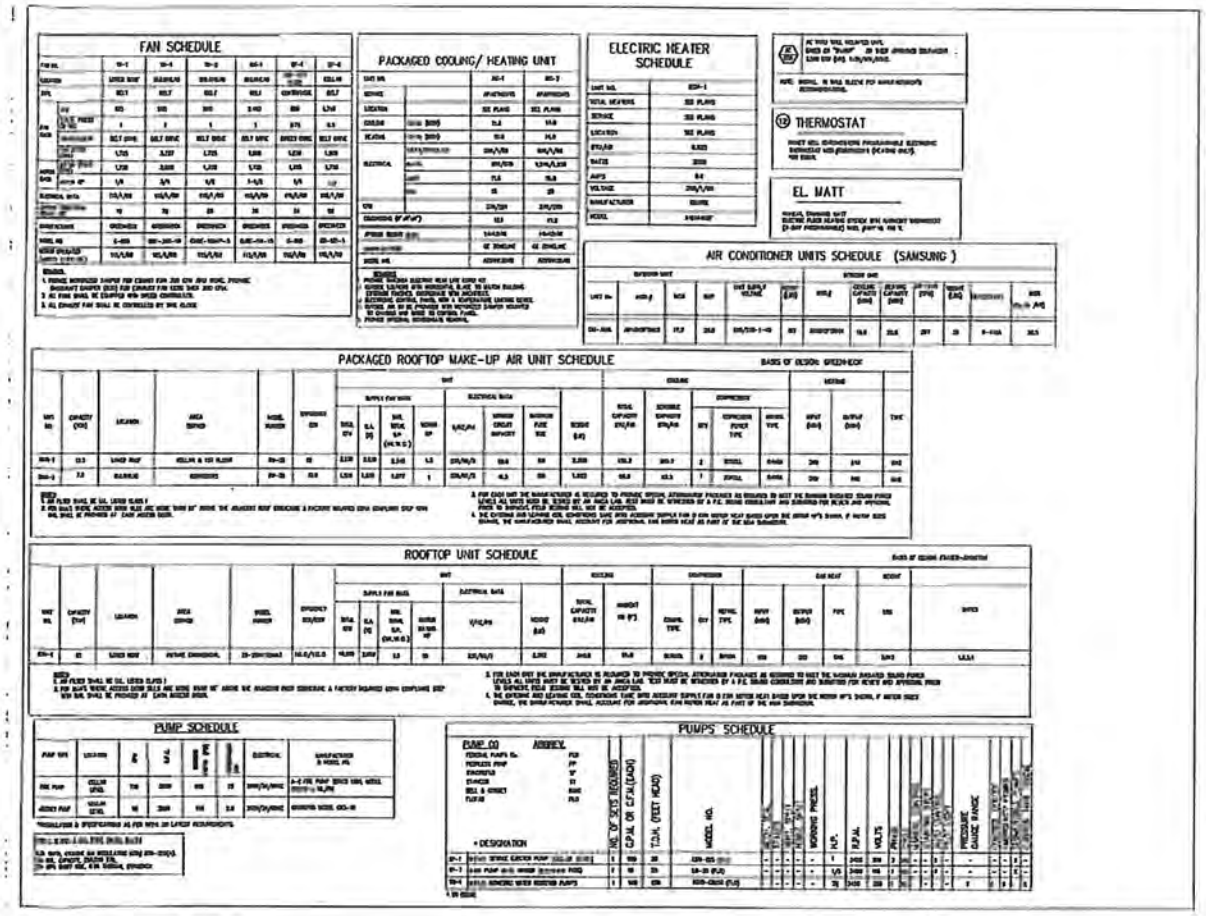
SOUTH ELEVATION

Architect:

IBI GROUP

IBI Group - Gruzen Samton
44 Wall Street New York, NY 10005
212-477-0900

Project Number: 2107.00



FAN SCHEDULE

PACKAGED COOLING/ HEATING UNIT

ELECTRIC HEATER SCHEDULE

THERMOSTAT

EL. MATT

AIR CONDITIONER UNITS SCHEDULE (SAMSUNG)

PACKAGED ROOFTOP MAKE-UP AIR UNIT SCHEDULE

ROOFTOP UNIT SCHEDULE

PUMP SCHEDULE

PUMPS SCHEDULE

1790 Plan

DECLARATION

Establishing a Plan for Condominium Ownership of Premises located at 1790-1792 Third Avenue, New York County, City and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: 1790 THIRD AVENUE CONDOMINIUM

1790-1792 THIRD AVENUE
NEW YORK, NY 10029

SPONSOR/DECLARANT:

1790-1792 THIRD AVENUE LLC
C/O JOSEPH MOSHKOVSKY, CPA
747 THIRD AVENUE, 4TH FLOOR
NEW YORK, NY 10017-2803

DATE OF DECLARATION: _____.

The land affected by the within instrument lies in Block ___ Formerly Lots _____ and Now Known As Lot _____ on the Tax Map of the Borough of Manhattan, New York County, City and State of New York.

Record and Return:

D'AGOSTINO, LEVINE, LANDESMAN & LEDERMAN, LLP
Attorneys for Sponsor
345 Seventh Avenue, 23rd Floor
New York, New York 10001
Attn: Susan M. Scharbach, Esq.
(212) 564-9800

Declaration Establishing a Plan for Condominium Ownership of Premises to be known as 1790 THIRD AVENUE CONDOMINIUM, located at 1790-1792 Third Avenue, Borough of Manhattan, New York County, City and State of New York, Pursuant to Article 9-B of Real Property Law of the State of New York.

1790-1792 THIRD AVENUE LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York, with an office situated c/o Joseph Moshkovsky, CPA, 747 Third Avenue, New York, NY 10017-2803, hereinafter referred to as "the Sponsor" and/or "Declarant" does hereby declare:

1. **Submission of Property**: Sponsor hereby submits the land hereinafter described, together with the building and improvements thereon erected (the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York.

2. **Area and Location of Land**. The land ("Land") has an area of approximately 5,000 square feet and consists of all that certain tracts, plots, pieces and parcels of land situate, lying and being in New York County, City and State of New York, more particularly described on Schedule A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple absolute.

3. **Name of Condominium**. The Condominium shall be known as 1790 THIRD AVENUE CONDOMINIUM.

4. **Description of the Building**. The Sponsor is constructing a new thirteen (13) story, plus cellar and roof/bulkhead level, building. The new building will be located on Third Avenue between East 99th and 100th Streets and will have its principal entrance on Third Avenue. Hereinafter the newly constructed thirteen (13) story building shall be referred to as the "Building." The Building is not in a landmarked district.

   The newly constructed Building shall be comprised of fifty-two (52) residential units (the "Residential Units"), two (2) non-residential units (the "Non-Residential Units") consisting of a Retail Unit and a Community Facility Unit, thirty-two (32) storage compartments and common elements of the Building as defined herein (the "Common Elements"). Hereinafter any or all of the Residential Units and/or Non-Residential Units are individually or collectively referred to as the "Unit" or "Units." The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements") or for the exclusive use of one (1) or more Unit Owners ("Limited Common Elements"). Of the fifty-two (52) Residential Units, ten (10) will be studios, thirty-five (35) will have one (1) bedroom and seven (7) will have two (2) bedrooms.

   The cellar level of the Building will contain Residential Common Elements including a bicycle storage area, a residential storage area with thirty-two (32) individual storage compartments, public corridor, recycling nook, trash compactor

and equipment, elevator bank, staircases, and mechanical metering for hot water, electrical, water and fire pump. The first floor of the Building will contain two (2) Non-Residential Units and Common Elements including the Building's entry vestibule, the lobby, stairs, two (2) bathrooms, the trash chute and the RP2 room. The second floor of the Building will contain five (5) Residential Units and Common Elements including common corridors, stairs and a trash room, as well as two (2) private terraces on the west side of the Building which shall be Limited Common Elements for the exclusive use of the adjoining Unit Owners and which are accessible from the bedrooms and living rooms of these Units. The third through sixth floors of the Building will each contain five (5) Residential Units and Common Elements including common corridors, stairs and a trash room. The seventh through ninth floors of the Building will each contain four (4) Residential Units and Common Elements including common corridors, stairs and a trash room. The tenth floor of the Building will contain four (4) Residential Units and Common Elements including common corridors and stairs and a refuse room. The eleventh floor through the twelfth floors of the Building will contain four (4) Residential Units and Common Elements including common corridors, stairs and a trash room. The thirteenth floor of the Building will contain three (3) Residential Units and Common Elements including common corridors, stairs and a trash room. The thirteenth floor units will each have a private roof terrace which shall be a Limited Common Element for the exclusive use of that Unit Owner, accessible from the living area of such Unit by interior stairs, located at the roof/bulkhead level of the Building. The rest of the roof/bulkhead level of the Building will consist of Common Elements including a mechanical area, vestibule, rescue assistance area, elevator control room, storage room and a common terrace.

The Common Elements located at the cellar level of the Building will include a storage area with thirty-two (32) individual Storage Compartments, hereinafter collectively referred to as the "Storage Compartments". A Storage Compartment will be licensed by the Board of Managers of the Condominium to certain Unit Owners at the sole and absolute discretion of the Sponsor. Other than a Storage Compartment License held by Sponsor or a Sponsor-designee, a Storage Compartment may only be licensed in conjunction with the ownership of a Residential Unit. With regard to a Storage Compartment held by the Sponsor or a Sponsor-designee, the assignment or rental of a Storage Compartment held by a Sponsor or a Sponsor-designee does not require the simultaneous ownership by such licensee of a Residential Unit.

There will be one (1) passenger elevator at the central core of the Building, running from the cellar level to the thirteenth floor. There will be one (1) set of scissor stairs that will run from the cellar level to the roof/bulkhead level of the Building, providing egress to the Building's lobby via a connecting corridor. The

elevator, elevator shaft and pit, and all common corridors and stairs throughout the Building will be Common Elements.

Other than the common terrace on the roof and the storage and bicycle rooms in the cellar, there are no other common recreational areas or facilities at the Property. Any other roofs or areaways of the Building are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one of the Unit Owners. Additionally, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the private balconies or terraces described above.

Pursuant to the New York City Building Code, the class of construction for the Building is Class 1-B (Non-Combustible). A certificate of occupancy will be obtained by the Sponsor upon final completion of the project.

The Building is being constructed in accordance with all applicable zoning and buildings laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements.

All license fees, all periodic taxes, charges and repairs ("Vault Charges") for the street vaults located adjacent to the Property, if any, which are General Common Elements, located in the common areas of the Building, if any, or other protrusions beyond the lot lines of the Building shall be paid by the Board of Managers as a Common Expense. It is the responsibility of the condominium to maintain the street vaults and any Vault Charges attributable to the Building shall be allocable to all of the Units and be made on a Percentage of Common Interest basis.

Structural System:

The structural system generally comprises cast in place concrete flat plate floor slabs supported on reinforced concrete columns and walls. The Building lateral system is a combination of concrete shear walls provided at the stair and elevator enclosures and selected concrete frames provided by the columns and slabs.

The Building is founded on a mat foundation slab bearing on a system of micro piles. The rock capacity is 40 TSF.

Exterior Walls:

The Building façade will feature custom TAKTL UHPC (or approved equal) façade North and South lot line walls shall be constructed of concrete masonry units with integral waterproofing and stucco finish from floors 1-5 North Wall and 1-6 for South Wall. For floors above, the construction will be 3 1/4" EIFS with water barrier R 11.4 minimum. East lot line shall be constructed of metal panel

system over rigid insulation in combination with window wall system on floors 2-13. East façade at first floor shall be construction of metal panel system over rigid insulation in combination with storefront system.

The Condominium will be responsible for meeting subsequent LL 11/98 requirements. The periodic inspections will begin five (5) years after substantial completion of the development.

Windows:

Skyline windows or equal architectural windows. Specified warranty period 10 years on Windows and Glazing; 20 years on sealant and 15 years on metal finish. Double glazed, thermally broken windows shall be provided at Residential Units. Casement type windows are provided at habitable rooms as necessary to meet at NYCBC ventilation requirements. Fixed windows of similar design and finish are provided. Paired exterior doors of similar design and finish to windows are provided at terraces and balconies as indicated in the plans. Window hardware shall be manufacturer standard hardware.

Window grade and class shall comply with requirements of AAMA Grade and Performance Class DA AW40.

The Sponsor reserves the rights to provide windows by different manufacturers, which are equal to, or better than those listed.

The Building will comply with New York City Building Code for sound insulation, light and air requirements.

Heating and Air Conditioning Systems:

The heating system is designed to maintain an indoor temperature of 72° F indoors when outside temperature is 15° F.

Heating for apartments will be provided by an HVAC system with individual electrical PTAC units, manufactured by GE Zoneline or approved equal, see tabulation in Appendix. Heat is provided in accordance with the controls sequencing. Heating system is designed based on energy performance maintaining space temperature settings from local thermostat for each unit. Each indoor unit will have a custom programmable thermostat. The thermostat will maintain space temperature based on time of day settings.

The air conditioning systems are designed to provide 72° F maximum indoor temperature in heating mode and 75° F minimum indoor temperature for cooling mode to comply with the NYC Energy Code. This shall be accomplished with outdoor design NYC design conditions of 12.6° for heating and 89.3 DB and 73

WB for cooling. A year round heating and cooling system consisting of Electrical packaged thermal air conditioning system for each residential apartment unit. All apartment have separate PTAC inside bedroom and living room of the apartment. Units inside the apartments will have the ability to either provide heating or cooling. Each PTAC unit will be provided with its own heating and cooling thermostat. The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions.

The Non-Residential spaces air conditioned by individual RTU unit with energy recovery ventilation unit for the space.

Cooling for the elevator machine room is provided by thru-wall air conditioning unit.

The aforementioned heating and cooling systems will not be present in the Non-Residential Units. Sponsor will not provide, and it shall be the sole responsibility of each Non-Residential Unit Owner to install and any additional heating system in these respective Units.

With respect to common areas:

i. Heating for the residential lobby, vestibule area, water service room, sprinkler booster pump room, pump rooms, storage and utilities room, water service room and others will be provided by second floor roof mounted MUA-1 Unit and Duct distribution throughout lobby and vestibule.

ii. Heating and cooling for the common recreational area on the second floor will be provided by a split-type heat pump unit located at the ceiling of the common recreational space.

iii. The vestibules off the stairs on the full-floor Residential Units as well as the corridors on the multi-unit floors will be heated by means of a roof-mounted A/C unit in accordance with NYC code.

iv. Heating for the stairwells will be provided with electric wall heaters located at the exit/entrance at the roof.

v. Supplementary toilet electrical heaters are provided in all bathrooms located at perimeter walls in the Residential Units.

vi. Heating for the other support spaces, including water service room, pump rooms, storage and utilities rooms and others will be provided by local electrical.

Utilities:

Electricity:

Electrical service to the building will be provided by Con Edison. The electric service will be distributed throughout the Building to various loads and will be directly metered by the utility company. The electricity consumed by each individual Residential Unit and each Non-Residential Unit shall be separately and directly metered. Each Unit Owner shall be responsible for paying his or her own individual electric bill.

Main electrical room consolidating Residential and Common Area electrical equipment is located at the cellar level of the Building. Local distribution equipment for Residential Units is situated in their respective spaces. Power for Residential Units is distributed from meter banks and main distribution panel in main electrical room.

Service to Individual Residential Units from meter banks include dedicated feeders that run to each Residential Unit and terminate at the apartment panel boards. Residential Unit feeders vary in size as required by load and voltage drop. Each Residential Unit feel is protected by individual circuit breaker at the meter bank location and consist of 100A 2-pole single phase circuit breakers for studio, one and two bedroom apartments.

Residential Unit Service: the residential panel board will be rated to comply with the New York City Electrical Code, and takes into account all equipment provided in Residential Units such as washing machines, clothes dryers, dishwashers, microwaves, air conditioning equipment, etc.

All Residential Units will be supplied with 120/208V, 1 phase, 3 wire + ground, 36 or 42 pole power panels with single and double pole circuit breakers in each Unit.

Common Areas: Power and Lighting panels will be provided to distribute electricity to the loads in all common areas and to be circuited from the dedicated electrical house meter. Individual branch circuit protection and will be sized and rated based on the connected load and requirements of the code, which shall include lighting, receptacles, air conditioning and heating, etc.

Fire Detection Alarm Systems: Smoke detection and sprinkler system is provided as required in accordance with NYC code including water flow and tamper switches as required for the sprinkler system, with smoke detection for cellar rooms and elevator recall.

Gas:

Natural gas metered service is supplied by Con Edison. One common meter is provided based on utility company rate schedules for common residential heating areas and hot water heating. Second meter is for RTU on the roof providing for heating in Non-Residential Units. Gas pipes to be Schedule 40 as per New York City Building Code. All Gas piping up to 3" in size shall be Schedule 40 ASTM, A53A black steel with screwed malleable iron fittings. All gas piping 4" in size or larger shall utilize welded fittings.

Domestic Water and Sewer Service:

Water and sewerage services are provided for by the City of New York. The Residential Units in the Building and the Common Elements, including the General Common Elements, shall be metered for water usage by one (1) or more meters. Such water and sewer charges shall be a Residential Common Expense.

Water consumption in the Non-Residential Units will be separately metered or submetered and the cost thereof shall be the sole expense of the Non-Residential Unit Owners.

Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity, gas, and water/sewer service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and baseboard heating for the cellar mechanical and utility areas, gas for the emergency generator, and incidental water use in the cellar mechanical and utility areas, are expected to be *de minimis* as they pertain to the General Common Elements, as compared to usage of such utilities by the Residential Common Elements and/or Residential Units measured by common meters. Provided these costs remain *de minimis* as they pertain to the General Common Elements, the Non-Residential Unit Owners shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense.

Upon completion of construction, a certificate of occupancy will be obtained for the Building which will provide for general use for the Residential Units and commercial use for the Non-Residential Unit.

The Building is being newly constructed in accordance with all applicable zoning and buildings laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements, including, but not limited to the requirements of the Landmarks Preservation Commission of the City of New York.

The one (1) elevator in the Building which shall service all of the Residential Units is a Residential Common Elements for the use of all of the Residential Unit Owners. Therefore, the cost of any repairs, maintenance and/or replacement of the elevator shall be the responsibility of all of the Residential Unit Owners as a Residential Common Expense.

Sponsor notes that Local Law 10 of 1981 requires an elevator inspection to be made by September 15th of each year by an insurance company, elevator maintenance company, elevator manufacturer or elevator inspection company, and that a report be filed with the Department of Buildings of the City of New York (the "DOB") within ten (10) days after delivery of such report to the owner. Failure to comply will result in a civil monetary penalty levied against the owner. Sponsor shall not be responsible for having such inspection or report made unless Sponsor controls the Board of Managers at the time such inspection report is due. Subsequent to Sponsor relinquishing control of the Board of Managers, the Board of Managers on behalf of all of the Unit Owners shall be responsible for obtaining the requisite inspections for the passenger elevators and the cost of such inspections shall be a Residential Common Expense.

Recent amendments to the high-rise facade safety statute (formerly known as Local Law 10 of 1980) (presently known as Local Law 11/98) passed by the City Council and signed by the Mayor of New York City require professional engineers or registered architects to advise the DOB and the owner of a property of any unsafe condition in a building's exterior walls revealed during a Local Law 11 inspection. The amendments also subject all exterior walls to be inspected; previously, only walls fronting on a street were affected by the law.

The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within thirty (30) days with the option of a ninety (90) day extension upon application to the DOB. A building is considered either safe with no further action necessary, or fit, but in a condition that warrants a repair and/or maintenance program. In the latter case, the condition must be corrected during the five-year period between mandatory inspections.

Although not budgeted for the First Year of Condominium Operation, the cost of any future additional inspections, if any, required by Local Law 11 and any amendments thereto, shall be a Residential Common Expense of all of the Residential Unit Owners.

5. **The Units.** Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: unit designation; tax lot number; percentage interest in the Common Elements; contributing share percentage; approximate square footage area of the

Unit and its exclusive Limited Common Elements, if any; location; number of rooms and baths; and the portion of the Common Elements, including Limited Common Elements, to which the Unit has immediate access. The location of each Unit is more clearly designated on the Floor Plans (as hereinafter defined) and reference should be made thereto for the statement of the location of each Unit.

As shown on the Floor Plans of the Building (the "Floor Plans"), certified by Susan Wright at IBI Group – Gruzen Santon, and intended to be filed in the New York County Office of the Register of the City of New York, simultaneously with the recording of this Declaration, the approximate physical dimensions of each Unit consists of the area of the Unit, measured horizontally by the inside face of the exterior wall of the Building to the centerline of the demising walls between Units, and the interior exposed face of the demising walls facing the Unit dividing the Unit from the Common Elements. Vertically, each Unit consists of the space between the upper face of either the subfloor or concrete floor and the upper face of the drywall ceiling above or where there is no dry wall ceiling, the under face of the joists or floor above. Doors and windows which open from or form a border of a Residential Unit shall be deemed part of the Unit.

Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water, ventilation and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

Any Common Elements located within a Unit will not be considered a part of such Unit.

6. **Common Elements.** The Common Elements of the Condominium consist of the entire Property, including all parts of the Building and improvements thereon other than the Units or unless otherwise specified. Common Elements are comprised of General Common Elements and Limited Common Elements. They include, without limitation, the following:

A. **General Common Elements**:

(1) The land on which the Building is physically erected, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself or for its designee, and any successors or assigns thereof. Yard areas or other areaways at the Property, if any, other than the Limited Common Elements as described below, are not intended for public use except for fire

egress purposes and are subject to the easement rights, if any, of Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners;

(2) At the cellar and first floor level: all foundations, footings, columns, beams, supports, bearing walls (except to the extent included below as Limited Common Elements or in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Non-Residential Units from the corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Non-Residential Units, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Non-Residential Units from corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Non-Residential Units; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Non-Residential Units below is attached; service corridors, fire corridors, halls, stairs, and stairway areas located at the cellar level which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Non-Residential Units and are not specifically designated below as Limited Common Elements; storage and utility areas, if any, located at the cellar level and which are not part of the Non-Residential Units or which are not specifically designated below as Limited Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Non-Residential Units; all cellar areas which are not part of the Non-Residential Units and are not specifically designated below as Limited Common Elements;

(3) The utility and mechanical rooms and areas located at the cellar level of the Building, the fire pump room, water service room, and gas and electric meter rooms at the cellar level, the gas meters, water meters and electric meters in the cellar; any and all cellar or other areas and Facilities which are not designated as part of a Unit or a Limited Common Element;

(4) All installations and Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(5) All sewer pipes and drainage pipes;

(6) All street vaults, if any, located at the cellar level adjacent to the common areas of the Building which are not designated below as Limited Common Elements; any other protrusion beyond the lot lines of the Building which are not part of a Unit or designated a Limited Common Element, all of which are subject to an easement in favor of the Non-Residential Unit Owners for fire egress purposes;

(7) Those portions of the main roof of the Building and those portions of the roof at the second floor level of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, cooling towers, any ventilation or air-conditioning equipment to the extent same exist and/or are installed, and other related Facilities which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(8) The boilers, hot water heaters or equipment, if any, heating, ventilation and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(9) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters or equipment, if any, heating, ventilation and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(10) Any common tanks, common water towers or tanks, pumps, including, but not limited to, motors, fans, compressors, ducts, siamese connections, and, in general, all apparatus and installations and Facilities existing for common use;

(11) Except as specifically noted, all other apparatus, installations and Facilities existing in the Building for common use or necessary or

convenient to the existence, maintenance or safety of the Building and the Units.

B. **Limited Common Elements.** The following portions of the Common Elements will be Limited Common Elements which shall be for the exclusive use of either all of the Residential Unit Owners ("Residential Common Elements") or the Non-Residential Unit Owners ("Non-Residential Common Elements") or an individual Residential Unit Owner ("Residential Limited Common Elements"):

(1) Residential Common Elements:

(1a) At the second floor level and above: columns, beams, supports, bearing walls (except to the extent included below as Limited Common Elements in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Residential Units from the corridors, the elevator shafts, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Units, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Residential Units from corridors, the elevator shafts, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Units; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Residential Units below is attached; service corridors, fire corridors, halls, stairs, and stairway areas located at the second floor level and above which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Residential Units and are not specifically designated below as Non-Residential Common Elements or in the dimension of a Unit; storage and utility areas, if any, located at the second floor level and above and which are not part of the Residential Units or which are not specifically designated below as Non-Residential Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Residential Units;

(1b) The common and public corridors and fire staircases located at the cellar floor level and above at the Building (except for the corridor in the cellar utility area, which shall be a General Common Element for the use of all Units Owners, and any interior access stairs within Units) which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Non-Residential Unit Owners or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Non-Residential Units; and (ii) for the fire egress purposes and access and/or egress to or from the Non-Residential Units;

(1c) The trash compactor room, trash compactor machinery, and related Facilities located at the cellar level of the Building, together with any trash room and trash compactor chute located on all floors of the Building, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1d) The Residential entrances to the Building, together with their canopies, if any, located on Third Avenue, the residential vestibule and lobby together with the adjoining elevator lobby, which shall be for the exclusive use of all the and Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Non-Residential Unit Owners, or tenants, their servicemen, consultants and/or repairmen, for fire egress purposes and access and/or egress to or from the Non-Residential Units and/or the Non-Residential Common Elements;

(1e) The common terrace located on the roof and the laundry room, bicycle room and bathroom located at the cellar level of the Building, which service and shall be for the exclusive use of the Residential Unit Owners only in a manner to be determined by the Board of Managers;

(1f) The one (1) passenger elevator, passenger elevator machinery, shaft and pit; the elevator/stair bulkhead and elevator machine room, together with all Facilities related

thereto, located on any floor level of the Building, which shall be for the use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, and subject to an easement in favor of the Non-Residential Unit Owners or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Non-Residential Units.

(1g) Those portions of the roof of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Residential Units only, which shall be for the exclusive use of the Residential Unit Owners;

(1h) Any heating, air-conditioning and/or ventilation equipment, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1i) Any piping and/or ductwork which is necessary for the functioning of any heating, air-conditioning and/or ventilation equipment, cooling towers, hot water heaters, if any, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1j) The cooling tower(s), if any, or tanks on the roofs of the Building together with any related Facilities which only service the Residential Units or the residential portions of the Building;

(1k) The residential gas, water and/or electric meters and mechanical, gas, water and/or electric panels, closets, and respective rooms and/or feeders, risers and other improvements, residential cables, pipes, all of which serve the Residential Units and residential portions of the Building exclusively;

(1l) Any and all windows of the Building which are not part of a particular Residential Unit or the Non-Residential Units;

(1m) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, internet, telephone and water which only service the Residential Units;

(1n) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

(1o) The storage area, including any and all Storage Compartments located therein, located at the cellar level of the Building, which shall be for the exclusive use of Unit Owners in a manner to be determined by the Board of Managers. The use of the Storage Compartments shall be subject to the By-Laws of the condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers, including exclusive use license agreements, in their sole discretion.

Notwithstanding anything to the contrary in this Paragraph numbered 6, if a Residential Common Element benefits only certain Residential Unit Owners, then the costs of alteration, addition, repair, replacement and restoration thereto shall be borne solely by those Residential Unit Owners who benefit from the Residential Common Element in the proportion that the Common Interest of each benefitting Residential Unit Owner bears to the Common Interests of all benefitting Residential Unit Owners. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair of any such Residential Common Element at their sole cost and expense.

(1) Non-Residential Common Elements:

(2a) Those portions of the main roof of the Building, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Non-Residential Units, which shall be for the exclusive use of the Non-Residential Unit Owners;

(2b) Non-Residential mechanical and/or electric meter(s), separate cold water meter(s), gas meter(s) and other utility meters (if any) and/or mechanical, electrical, gas, water rooms and/or closets servicing or available for the exclusive use of the Non-Residential Units;

(2c) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service the Non-Residential Units only;

(2d) All remaining improvements, installations, apparatus or Facilities exclusively serving the Non-Residential Units or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Non-Residential Units;

(2e) The skylights, if any, existing or installed at some future date, that are directly above any Non-Residential Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units.

Notwithstanding anything to the contrary in this Paragraph numbered 6, since the Non-Residential Common Elements benefit only the Non-Residential Unit Owners, then the costs of alteration, addition, repair, replacement and restoration thereto shall be borne solely by the Non-Residential Unit Owners. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, the Non-Residential Unit Owners shall be responsible for the normal operation, maintenance and repair of any such Non-Residential Common Element at their sole cost and expense.

(2) Residential Limited Common Elements:

(3a) The skylights, if any, existing or installed at some future date, that are directly above any Residential Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(3b) Any fireplace, together with any flue and/or ductwork attached thereto, which must be gas-fired only, existing or

installed at some future date in any Unit shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such fireplace, together with any flue and/or duct-work attached thereto, shall be the responsibility of the individual Unit Owners of such Units;

(3c) The private balconies and/or private roof terraces, together with any walls and/or fencing delineating such areas, which are directly accessed from certain Residential Units, as delineated on the Floor Plans, which shall be for the exclusive use of the Unit Owner of the respective Unit. Nonstructural, ordinary repairs and maintenance of the private balconies and/or private terraces, together with any walls and/or fencing which delineates such areas, shall be the responsibility of the individual Unit Owner(s) who have the exclusive use thereof.

Notwithstanding anything to the contrary in this Paragraph numbered 6, since a Residential Limited Common Element benefits only a particular Residential Unit Owner, the costs of alteration, addition, repair, replacement and restoration thereto shall be borne solely by the Residential Unit Owner who benefits from the Residential Limited Common Element. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, such Residential Unit Owner shall be responsible for the normal operation, maintenance and repair of any such Residential Limited Common Element at their sole cost and expense.

7. **Use of Units**. Subject to compliance with the By-Laws of the Condominium, each of the Residential Units may be used only for general residential use (Use Group 2), except that a Residential Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. Notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units or Storage Compartments for use as models, sales and/or production offices in connection with the sale or rental of the Units.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner 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 Residential Unit Owner or permitted lessee; (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 as the primary occupant of the Residential Unit and is not being designated to use the Residential 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 or in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

The Non-Residential Units consist of two (2) Units: one (1) Retail Unit and (1) Community Facility Unit.

The Retail Unit may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that a Retail Unit may not be used for the following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial establishment or other commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high-worth collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes.

The Community Facility Unit's use is limited to not-for-profit organizations, medical facilities and educational facilities which all serve the Community.

No sale, lease or sublease or use of all or any portion of the Non-Residential Units shall be deemed to adversely affect the Residential Units. The Board of Managers

does not have the right to approve or change the use of the Non-Residential Units, or any part thereof, or to apply for or cause any amendment to the Building's certificate of occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or the Non-Residential Unit Owners, as applicable.

The Storage Compartments which are located at the cellar level of the Building may only be used for storage which is accessory to the Residential Units' use, including the storage of personal effects of the Residential Unit Owners, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Storage Compartment by any Residential Unit Owner.

8. **The Non-Residential Units**. The Non-Residential Units shall be located on the first floor level. Hereinafter, the Non-Residential Units will sometimes be referred to individually as a "Non-Residential Unit" and the Owners thereof individually as a "Non-Residential Unit Owner" or collectively as the "Non-Residential Unit Owners."

The Non-Residential Unit Owners shall have the right, without the payment of any fees or charges to the Condominium, Board of Managers or the Managing Agent, to sell or lease their Units, or any part thereof, without the Board of Managers having any right of first refusal to purchase or lease such Units, and all sale and/or rental proceeds shall belong solely to the Non-Residential Unit Owners.

The Board of Managers shall be obligated to permit the Non-Residential Unit Owners, at such Unit Owners' sole cost and expense, to install and use additional equipment in the risers and conduits serving the Building, provided the Non-Residential Unit Owners reimburses the Board of Managers for the actual costs attributable to such installation and use.

The Board of Managers does not have the right to (i) approve any change in the use of the Non-Residential Units or any part thereof or (ii) to apply for or cause any amendment to the Building's certificate of occupancy to authorize a different use of the Non-Residential Units except at the request of the Non-Residential Unit Owners. The Non-Residential Unit Owners shall have the right, without obtaining the consent of the Board of Managers or the Residential Unit Owners or mortgagees of Units other than the affected Non-d Units, (i) to change the use and the certificate of occupancy, accordingly, of the Non-Residential Units, and (ii) to subdivide either or both of the Non-Residential Units into two (2) or more Non-Residential Units and to reallocate the Common Interest of the Non-Residential Units among the newly established Non-Residential Units in proportion to their respective floor areas. A change in use of the Non-Residential Units shall be

subject to all applicable laws, including, but not limited to, the NYC Zoning Resolution, as amended, and applicable building codes. A subdivision of the Non-Residential Units must be reflected in a duly recorded amendment to the Declaration filed by the new Unit Owners. Under no circumstances will the Common Interest of any Residential Unit Owner be changed as a result of such subdivision or will the aggregate Common Interest for the new Units be greater than the Common Interest for the original Unit. If the Non-Residential Units are so subdivided, the Owner or Owners thereof shall have the right, without obtaining the consent of the Board of Managers, Residential Unit Owners, or mortgagees of Units other than the affected Non-Residential Units, to thereafter change the size, layout, use, and/or number of the respective Non-Residential Units under the same terms, conditions and restrictions as those imposed on the original Non-Residential Unit Owners.

At the request of the Sponsor, a Sponsor-designee or the Unit Owners of the Non-Residential Units, the Board of Managers will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, repair or subdivision of such Unit or operation or use of the Non-Residential Units, at which time, the requesting party shall indemnify and hold the Board of Managers of the Condominium and the other Unit Owners harmless from any expense or liability by virtue of the execution of the application or such other documents.

The Owners of the Non-Residential Units, and any tenant or tenants of such Units pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation, and without the consent of the Board of Managers to install, repair, replace and maintain either within or in the immediate location of such Non-Residential Units below the windows at the second (2nd) floor level and on the sidewalk adjacent to such Non-Residential Units' entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes. Additionally, the Owners of the Non-Residential Units, and any tenant or tenants of such Units pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without the consent of the Board of Managers to install, or erect, repair, replace and maintain in the immediate location of such Non-Residential Units below the windows at the second (2nd) floor level, but not to interfere with the entrance of any other Unit, a canopy and/or awning for advertising or identification purposes or an automatic teller machine ("ATM") to be used in conjunction with the use of the Units. The Non-Residential Unit Owners and any tenant of space in such Units shall comply with all of the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Non-Residential Unit Owners or its

tenant shall obtain and pay for all permits required for such signs or canopies/awnings/ATM and/or any necessary renewal fees related thereto.

The Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners and any tenant or tenants of the Non-Residential Units pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without the consent of the Board of Managers, any Unit Owners or mortgagees thereof, to install a flue which will be sized for possible restaurant or commercial grade kitchen use in, on or through the common areas of the Building to the exterior walls of the Building and then on the exterior walls of the Building, from the first (1st) floor level to the roof or some other point in or on the Building where it will terminate in accordance with the NYC Building Code. The Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use, repair, replace and maintain said flue for any lawful purpose and in conjunction with the use of the Non-Residential Units.

The Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners, and any tenant or tenants of the Non-Residential Units pursuant to the term of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owners or mortgagees thereof, to install (i) elevators, escalators, staircases and/or other mechanical equipment in the Non-Residential Units, and (ii) air-conditioning equipment at the main roof of the Building, which is necessary in the sole discretion of the Sponsor, its designee or the Non-Residential Unit Owners for the lawful use of the Non-Residential Units. All such installations will comply with all applicable law, ordinances or building codes.

The Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners and any tenant or tenants of the Non-Residential Units pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without consent of the Board of Managers, any Unit Owners or mortgagees thereof, to replace all or any portion of the sidewalks, including, but not limited to, any planting and/or planters located thereon (hereinafter, the "Non-Residential Sidewalks"), which are directly in front of any portion of such Non-Residential Unit whose Owner (including Sponsor or Sponsor's designee) or tenant intends to effectuate such replacement. However, any replacement of the Non-Residential Sidewalks must be an installation which is equal to the existing sidewalks or the Non-Residential Sidewalks as originally set forth in the approved New Building Plans for the Building. The Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners and any tenant or tenants thereof, shall also have an easement, without charge or limitation, to use the Non-Residential Sidewalks for any lawful purpose and in conjunction with the use of the Non-Residential Units.

In the event of a dispute between the Non-Residential Unit Owners and the Condominium as to any issue relating to a Non-Residential Units, the Non-Residential Unit Owners or any tenant of the Non-Residential Unit Owners and the Condominium, at the sole option of the Non-Residential Unit Owners only, the Board of Managers and the Condominium shall be obligated to arbitrate, on an expedited basis, the dispute pursuant to the provisions of Article XV of the By-Laws of the Condominium. The decision of the arbitrator shall be final and binding. In the event that the Non-Residential Unit Owners elect not to arbitrate, the Non-Residential Unit Owners and the Board of Managers of the Condominium on behalf of all of the Residential Unit Owners may exercise all remedies available to them in equity and at law.

9. **Determination of Percentages in Common Elements**. The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

10. **Encroachments**. If any portion of the Common Elements now encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings; a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

11. **Easements**.

A. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to all Units and to all Common Elements, including any Limited Common Elements appurtenant to Units, to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained within a particular Unit or elsewhere in the Building. In addition, each Unit shall have, and shall be subject to, easements of

subjacent support and necessity in favor of such Unit and in favor of other Units and the Common Elements.

B. The Sponsor and its designees, their successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across the Property for (i) construction, installation and development thereon of recreation facilities, if any, and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, cables, wires, storm drainage facilities, water, sewer and other utility lines for the benefit of the recreation facilities, if any, and (ii) construction and installation of, whether on the interior or exterior of the Building, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables necessary for the use of its Units, and (iii) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

C. The Sponsor, its designees and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the Offering Plan for the Property, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and (ii) reserve the right to establish, grant and create easements for any additional underground, exterior wall mounted or roof-top electric transformer, amplifier, gas, cable television, telephone, satellite, telecommunication installations or equipment, water, storm drainage, sewer or other utility lines or services and appurtenances in, under, over and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility or equipment easements in any portion of the Property and, in the sole discretion of Sponsor, to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Sponsor or designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner, or the residents of any property adjacent to the Property, or users of the recreation facilities, if any, provided that such additional utilities or equipment or the relocation of existing utilities or equipment

will not prevent or unreasonably interfere with the use of the Residential Units for dwelling purposes or home occupation purposes and the Non-Residential Units for the permitted uses therein. Any utility company or service company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit and to any Common Element, including any Limited Common Element appurtenant to a Unit, in furtherance of such easements, provided such right of access is exercised in such a manner as to not unreasonably interfere with the use of the Units.

D. The Non-Residential Unit Owners and any tenant or tenants of such Units pursuant to the terms of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation, to install, repair, replace and maintain either within or in the immediate location of such Unit below the windows at the second (2nd) floor level, or on the sidewalk adjacent to the Non-Residential Units' entrance or entrances, a sign or signs which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes and shall have an easement to use any adjacent sidewalk in conjunction with its use of the Unit to the extent permitted by law. Additionally, the Non-Residential Unit Owners and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation, to erect or install, repair, replace and maintain, a canopy and/or awning and/or ATM in the immediate location of such Non-Residential Units below the windows at the second (2nd) floor, but not to interfere with the entrance of any other Unit, without prior written consent of the Board of Managers. Such Unit Owners and any tenant of space in the Units shall comply with all of the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Unit Owners or their tenants shall obtain and pay for all permits required for such signs, canopies and/or awnings and/or ATM and any necessary renewal fees related thereto.

E. The Sponsor, its designee and/or the Non-Residential Unit Owners, and any tenant or tenants of the Non-Residential Units pursuant to the terms of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation, and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install, to use, to repair, replace and to maintain a flue which will be sized for possible restaurant or commercial grade kitchen use in the Non-Residential Units and which

may be installed in, on or through the common areas of the Building to the exterior walls of the Building and then on the exterior walls of the Building; said flue shall run from the first floor level to the roof or some other point in or on the Building where it will terminate in accordance with the NYC Building Code.

F. All Unit Owners, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the service entrance to the Building and through the public staircase and/or by use of the elevator of the Building in, on, over and across the roofs of the Building or yard or yard areas, if any, of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including but not limited to, air-conditioning equipment, located on the roofs or in the yards of the Building which services one or more of the Units.

G. The Non-Residential Unit Owners, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the entrances to the Building and through the public staircases and/or by use of the elevator in the Building in, on, over and across the cellar or other common areas of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including, but not limited to, heating or air conditioning equipment, if any, located in the cellar or at the roofs of the Building and which services the Non-Residential Units.

H. The Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners, and any tenant or tenants of the Non-Residential Units pursuant to the term of any lease pertaining thereto, shall have the right and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install (i) elevators, escalators, staircases and/or other mechanical equipment in the Non-Residential Units, and (ii) air-conditioning equipment at the main roof of the Building, which is necessary in the sole discretion of the Sponsor, its designee or the Non-Residential Unit Owners for the lawful use of the Non-Residential Units. All such installations will comply with all applicable law, ordinances or building codes.

I. The Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use all or any portion of the sidewalk, including, but not limited to, any plantings and/or planters located thereon, which are directly in front of the Non-Residential Units for any lawful purpose and in conjunction with the use of the Non-Residential Units.

J. Sponsor, its assignee or designee, the Non-Residential Unit Owners and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use if necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use the elevator, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use the Building's common electricity, water and other utility services and facilities with the cost thereof being a Common Expense paid by all Unit Owners as part of their Common Charges; (vi) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, and (vii) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

K. In addition, each Unit shall have an easement for the exclusive use, alone or in common with one (1) or more other specified Units, of its Limited Common Elements.

L. The user of any easement granted by subparagraphs B, C, D, E, F, G, H, I, J, K and L of this Paragraph 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.

12. **Power of Attorney to Board of Managers, Sponsor and Non-Residential Unit Owners**. Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Unit so leased by the Board of Managers. Each Unit Owner, their successors and/or assigns, shall also grant to the Sponsor or its designee and Non-Residential Unit Owners, an irrevocable power of attorney, coupled with an interest, to exercise Sponsor's or Sponsor designee's rights hereunder. The form of Power of Attorney to the Board of Managers and Sponsor is attached hereto as **Schedule D**.

13. **Acquisition of Units by Board of Managers.** In the event any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements, general and limited, appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium; (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

14. **Person to Receive Service.** For the period during which Sponsor is in control of the Board of Managers, 1790-1792 THIRD AVENUE LLC, with an office at c/o Joseph Moshkovsky, CPA, 747 Third Avenue, 4th floor, New York, NY 10017-2803 is hereby designated to receive notice of process in any action which may be brought against the Condominium. After Sponsor relinquishes control of the Board of Managers notice of process in any action which may be brought against the Condominium shall be served on the President of the Condominium at the Office of the Condominium, at 1790-1792 Third Avenue, New York, New York 10029. In addition, the Secretary of State of the State of New York, as agent of the Board of Managers, and any successor to the jurisdiction thereof, is hereby designated to receive service of process in any action that may be brought against the Condominium.

15. **Units Subject to Declaration, By-Laws and Rules and Regulations.** All present and future Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The initial By-Laws of the Condominium are attached hereto as **Schedule E.** The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or

estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. **Amendment to Declaration**. This Declaration may be amended, modified, added to or deleted from by the vote of at least sixty-seven percent (67%) in number and in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved, in writing by sixty-seven percent (67%) in number and in Common Interest of all Unit Owners, provided, however:

(a) No amendment, modification, addition or deletion which shall adversely affect the lien of any mortgage may be made without the written consent of the mortgagee;

(b) No amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which shall increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagee(s) of such Unit, or Units, if any;

(c) No amendment, modification, addition or deletion of or to this Declaration will be effective in any respect against Sponsor, its designee, the Non-Residential Unit Owners, the Non-Residential Units or any Unsold Unit until Sponsor or such designee, or the Non-Residential Unit Owners, as the case may be, shall consent thereto in writing.

The Sponsor hereby reserves to itself and its designee(s) the right to amend the Condominium Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of (i) filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans, the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 330-p; and/or (ii) conforming the Declaration to the requirements of applicable state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not limited to, HUD Revised Legal Policy which is attached as appendix 24 of HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency, to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing.

Notwithstanding anything to the contrary contained herein, the Sponsor or its designees shall have the right to amend the Declaration, By-Laws and/or certificate of occupancy without the consent of the Board of Managers and/or Unit Owners provided such amendments have no material adverse effect on other Unit Owners and/or the Common Elements (except for Limited Common Elements existing for the exclusive use of only Units owned by the Sponsor or its designees).

No such amendment shall be effective until recorded in the New York County Office of the Register of the City of New York.

17. **Changes in Unsold Units and the Non-Residential Units**. For any Unit owned by the Sponsor or its designee(s) or the Non-Residential Unit Owners, if not prohibited by the New York Condominium Act (as the same may be amended), the Sponsor or its designee(s) or the Non-Residential Unit Owners (with respect to the Non-Residential Units) shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to (i) make alterations, additions, or improvements in, to and upon the Unit; (ii) change the layout or number of rooms in the Unit; (iii) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and (iv) reapportion among such Unit(s) affected by such change in size or number, subdivision, combination or alteration, their appurtenant interests in the Common Elements; provided, however, that the Sponsor or its designee(s) or the Non-Residential Unit Owners shall comply with all rules, ordinances and regulations of all governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

In connection with the foregoing as it relates to the (i) Unsold Units and (ii) the Non-Residential Units, respectively, the Sponsor, its designee or the Non-Residential Unit Owners, respectively, shall cause the Declaration to be amended, if necessary. Sponsor, its designee or the Non-Residential Unit Owners, as applicable, shall have the right pursuant to the Powers of Attorney granted by Unit Owners to amend and record any amendment to the Declaration on behalf of the Condominium and all Unit Owners as required to reflect the foregoing without any further consent of the Condominium Board, Unit Owners or Permitted Mortgagees. Sponsor, its designee or the Non-Residential Unit Owners, as applicable, shall each have the right, upon its request, to require any other Unit Owners or the Condominium Board or its officers to execute, file and/or record any amendment to the Declaration, together with any application, documents or instruments as they deem appropriate to effectuate the same, or any application, documents or instruments required by any governmental or quasi-governmental

agency having or asserting jurisdiction in connection with the foregoing, or any application, documents or instruments necessary in connection with any change, addition, decoration, alteration, improvement, repair or subdivision of any Units owned by said parties or any operation of any Unit owned by said parties, at which time, the requesting party shall indemnify and hold the Condominium Board and the other Unit Owners and Sponsor or its designee harmless from any expense or liability by virtue of the execution of any of such applications, document or instruments. As an alternative, Sponsor, its designees or the Non-Residential Unit Owners, as applicable shall have the right pursuant to the Powers of Attorney granted by Unit Owners to execute, file and/or record any such applications, documents or instruments on behalf of the Condominium Board and all Unit Owners. For purposes of recording any amendment to the Declaration or executing, filing or recording any applications, documents or instruments, Sponsor, its designee and the Non-Residential Unit Owners may rely on the authority contained in the Power of Attorney and no further consent of the Board or the Unit Owners or Permitted Mortgagees is required.

In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all affected Unit Owners. Written consents will be obtained from Unit Owners, if any, who are adversely and directly affected as a result of the above changes. The provisions of this paragraph 17 may not be added to, amended or deleted without the prior written consent of the Sponsor or its designees(s) or the Non-Residential Unit Owners.

Unit Owners in the Condominium hold title to their respective Units subject to the benefits, rights, privileges, easements, burdens, covenants, and restrictions as described herein, in the By-Laws of the Condominium and any agreement of record recorded prior or subsequent to this Declaration.

18. **Invalidity.**

(a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under the other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed

and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act.

(b) Subject to the terms of paragraph (a) of this clause 18, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration or the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

19. **Termination of Condominium**. The Condominium may be terminated by casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners that own not less than eighty percent (80%) in number and in Common Interest of the Units and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated. Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit, in the order of priority of such liens.

20. **Sponsor's Retention of Transferable Air Rights and/or Development Rights**.

(a) Sponsor hereby reserves to itself and/or to Sponsor's designee, and their successors or assigns, all unused transferable air rights and/or

development rights (hereinafter "Unused Development Rights"). As against all other Unit Owners and their mortgagees, their successors, assigns and/or heirs, and the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor or Sponsor's designee, their successors or assigns, shall have the exclusive right to cause any part or all Unused Development Rights pertaining to the Property to be conveyed, transferred or otherwise assigned to any other adjoining premises, "zoning lot," "development" or "enlargement" as those prior three terms are now defined in the Zoning Resolution of the City of New York, as amended.

(b) Sponsor or Sponsor's designee, their successors or assigns, have also bound themselves, their successors or assigns, from transferring, assigning, or surrendering in whole or in part any Unused Development Rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existing or restoration or use of the Building at the time of the recordation of this Declaration, or (ii) will allow any party, including Sponsor or its designee, their successors or assigns, to build on or directly above the land and/or expand the Building. However, with regard to (ii) above, the Sponsor, its designee, their successors or assigns may transfer in whole or in part any Unused Development Rights to the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers. In such event, any construction by the Condominium shall (i) not increase the number of Units in the Building; (ii) be limited in scope to a minor alteration to a Unit and/or the Building; (iii) not have any material impact on the operating budget of the Condominium; (iv) not impact the Percentage of Common Elements allocated to any of the Units; and (v) be made only in accordance with the Condominium's Declaration and By-Laws, all applicable law, including any requirements of the Landmarks Preservation Commission and the requirements of 13 NYCRR 20.3(af) of the Attorney General's Regulations. As defined herein, "Unused Development Rights" shall include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution. Any and all consideration paid to Sponsor or its designee in connection with a transfer of any Development Rights shall be the sole and absolute property of the Sponsor or its designee.

(c) The Sponsor or Sponsor's designee, their successors or assigns, at their sole cost and expense, shall have the right to cause the Board of Managers, all of the Unit Owners, and any mortgagees thereof, to take such action as it deems necessary to convey the Unused Development Rights. This includes execution, acknowledgement, delivery and recording in the Register's Office of the County of New York in the City of New York and

elsewhere, if required by law, such instruments and documents, including, but not limited to (i) lease(s), zoning lot agreement(s), declaration(s), consent(s), waiver(s) and/or grant(s) of such Unit Owner's, mortgagees' and such Board's interests, if any, in the Property with respect only to any Unused Development Rights for the purpose of confirming the ownership of Sponsor or Sponsor's designee and/or their successors or assigns in such rights and/or for the purpose of effectuating the transfer, assignment or surrender of such rights by Sponsor or Sponsor's designee and/or their successors or assigns; (ii) any amendment to this Declaration which the Sponsor or Sponsor's designee and/or their successors or assigns deems necessary or appropriate to effectuate the purpose of this Paragraph 20, provided that such amendment complies with the terms in Paragraph 20 and 13 NYCRR 20.3(af) of the Attorney General's Regulations.

(d) Failure of the Unit Owners and Board of Managers to comply with the terms of this Paragraph 20 shall result in liquidated damages payable by the Board of Managers to the Sponsor or Sponsor's designee and/or their successors or assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor or Sponsor's designee and/or their successors or assigns for the transfer, assignment or surrender of such Unused Development Rights.

(e) If any provision that is necessary to effectuate the purposes of this Paragraph 20 is missing, then such provision shall be deemed included as part of paragraph 20, including, but not limited to, any provision required by law to limit the reservation of the contingent rights as set forth herein. Any term of limitation, if required to be measured, may be determined by the use of the life of Sponsor, any principal thereof or the children of any principal thereof plus twenty-one (21) years.

21. **Common Expense**. Common Expenses of the Condominium shall mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, the Declaration or the By-Laws.

22. **Covenant of Further Assurances.**

(a) Any person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person, such instruments, in addition to those specifically provided for herein, and take such other action as such other Person 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.

(b) If any Unit Owner or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that such Unit Owner or Person is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other Person, 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 Person, and such document or action shall be binding on such Unit Owner or other Person.

(c) If any Unit Owner or the Board of Managers or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that the Board of Managers, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of Sponsor or Sponsor's designee or the Non-Residential Unit Owners, then the Sponsor, its designee or the Non-Residential Unit Owners are hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other Person, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other Person, as the case may be.

23. **Definitions**. All capitalized terms used in this Declaration that are not defined herein shall have the meanings set forth in Schedule C to this Declaration. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

24. **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.

25. **Captions**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision thereof.

26. **Gender**. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the party has caused this Declaration to be executed by its duly authorized representative this _____ day of _____, 20__.

Sponsor/Declarant:

1790-1792 Third Avenue LLC

By:_____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A

TO THE DECLARATION OF CONDOMINIUM OF THE PREMISES KNOWN AS

1790 THIRD AVENUE CONDOMINIUM 1790-1792 THIRD AVENUE NEW YORK, NEW YORK 10029

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of 3rd Avenue, 150 feet 11 inches southerly from the corner formed by the intersection of the westerly side of 3rd Avenue and the southerly side of 100th Street;

RUNNING THENCE westerly parallel with the southerly side of 100th Street and part of the distance through a party wall, 100 feet;

THENCE northerly parallel with the westerly side of 3rd^{d} Avenue 50 feet;

THENCE easterly parallel with 100th Street and part of the distance through a party wall, 100 feet to the westerly side of 3rd Avenue;

THENCE southerly along the westerly side of 3rd Avenue 50 feet to the point or place of BEGNNING.

1790 Plan

SCHEDULE B
TO THE DECLARATION
OF CONDOMINIUM OF THE PREMISES
KNOWN AS

1790 THIRD AVENUE CONDOMINIUM
1790-1792 THIRD AVENUE
NEW YORK, NEW YORK 10029

1790 Plan

SCHEDULE B
TO THE DECLARATION OF
1790 THIRD AVENUE CONDOMINIUM
1790-1792 THIRD AVENUE
NEW YORK, NEW YORK 10029
Block: 1627; Lot: f/k/a 35; n/k/a Lots _____-_____

Unit	Tax Lot Number	Percentage Interest In Common Elements	Contributing Share Percentage	Approximate Square Foot Area of Unit	Approximate Square Foot Area of Private Terrace Which is a Limited Common Element	Location	Number of Bedrooms/Baths/Etc.	Common Elements To Which Unit Has Immediate Access
201	TBD	1.6567%	1.9571%	553	21	2nd Floor	1 BR/1/HO	Elevators, Public Hallway & Stairs
202	TBD	1.5828%	1.8699%	495	23	2nd Floor	1 BD/1	Elevators, Public Hallway & Stairs
203	TBD	1.4456%	1.7078%	547	N/A	2nd Floor	1 BD/1	Elevators, Public Hallway & Stairs
204	TBD	1.2135%	1.4336%	461	N/A	2nd Floor	S/1	Elevators, Public Hallway & Stairs
205	TBD	1.0447%	1.2341%	380	N/A	2nd Floor	S/1	Elevators, Public Hallway & Stairs
301	TBD	1.5723%	1.8574%	553	N/A	3rd Floor	1 BD/1/HO	Elevators, Public Hallway & Stairs
302	TBD	1.4456%	1.7078%	495	N/A	3rd Floor	1 BD/1	Elevators, Public Hallway & Stairs
303	TBD	1.4667%	1.7327%	547	N/A	3rd Floor	1 BD/1	Elevators, Public Hallway & Stairs
304	TBD	1.2346%	1.4585%	461	N/A	3rd Floor	S/1	Elevators, Public Hallway & Stairs
305	TBD	1.0658%	1.2590%	380	N/A	3rd Floor	S/1	Elevators, Public Hallway & Stairs
401	TBD	1.6039%	1.8948%	553	N/A	4th Floor	1 BD/1/HO	Elevators, Public Hallway & Stairs
402	TBD	1.4773%	1.7452%	495	N/A	4th Floor	1 BD/1	Elevators, Public Hallway & Stairs
403	TBD	1.4984%	1.7701%	547	N/A	4th Floor	1 BD/1	Elevators, Public Hallway & Stairs
404	TBD	1.2557%	1.4834%	461	N/A	4th Floor	S/1	Elevators, Public Hallway & Stairs
405	TBD	1.0869%	1.2840%	380	N/A	4th Floor	S/1	Elevators, Public Hallway & Stairs
501	TBD	1.6356%	1.9322%	553	N/A	5th Floor	1 BD/1/HO	Elevators, Public Hallway & Stairs
502	TBD	1.5089%	1.7826%	495	N/A	5th Floor	1 BD/1	Elevators, Public Hallway & Stairs
503	TBD	1.5301%	1.8075%	547	N/A	5th Floor	1 BD/1	Elevators, Public Hallway & Stairs
504	TBD	1.2768%	1.5084%	461	N/A	5th Floor	S/1	Elevators, Public Hallway & Stairs
505	TBD	1.1080%	1.3089%	380	N/A	5th Floor	S/1	Elevators, Public Hallway & Stairs
601	TBD	1.6672%	1.9696%	553	N/A	6th Floor	1 BD/1/HO	Elevators, Public Hallway & Stairs
602	TBD	1.5406%	1.8200%	495	N/A	6th Floor	1 BD/1	Elevators, Public Hallway & Stairs
603	TBD	1.5617%	1.8449%	547	N/A	6th Floor	1 BD/1	Elevators, Public Hallway & Stairs
604	TBD	1.2979%	1.5333%	461	N/A	6th Floor	S/1	Elevators, Public Hallway & Stairs
605	TBD	1.1291%	1.3338%	380	N/A	6th Floor	S/1	Elevators, Public Hallway & Stairs
701	TBD	1.7622%	2.0818%	572	N/A	7th Floor	2 BD/1	Elevators, Public Hallway & Stairs
702	TBD	1.5723%	1.8574%	495	N/A	7th Floor	1 BD/1	Elevators, Public Hallway & Stairs
703	TBD	1.7622%	2.0818%	607	N/A	7th Floor	1 BD/1	Elevators, Public Hallway & Stairs
704	TBD	2.0999%	2.4807%	807	N/A	7th Floor	2 BD/1	Elevators, Public Hallway & Stairs
801	TBD	1.8044%	2.1316%	572	N/A	8th Floor	2 BD/1	Elevators, Public Hallway & Stairs
802	TBD	1.6039%	1.8948%	495	N/A	8th Floor	1 BD/1	Elevators, Public Hallway & Stairs
803	TBD	1.7939%	2.1192%	607	N/A	8th Floor	1 BD/1	Elevators, Public Hallway & Stairs
804	TBD	2.1421%	2.5305%	807	N/A	8th Floor	2 BD/1	Elevators, Public Hallway & Stairs
901	TBD	1.8466%	2.1815%	572	N/A	9th Floor	2 BD/1	Elevators, Public Hallway & Stairs
902	TBD	1.6356%	1.9322%	495	N/A	9th Floor	1 BD/1	Elevators, Public Hallway & Stairs
903	TBD	1.8255%	2.1566%	602	N/A	9th Floor	1 BD/1	Elevators, Public Hallway & Stairs
904	TBD	2.1843%	2.5804%	802	N/A	9th Floor	2 BD/1	Elevators, Public Hallway & Stairs

SCHEDULE B
TO THE DECLARATION OF
1790 THIRD AVENUE CONDOMINIUM
1790-1792 THIRD AVENUE
NEW YORK, NEW YORK 10029
Block: 1627; Lot: f/k/a 35; n/k/a Lots _____ - _____

Unit	Tax Lot Number	Percentage Interest In Common Elements	Contributing Share Percentage	Approximate Square Foot Area of Unit	Approximate Square Foot Area of Private Terrace Which is a Limited Common Element	Location	Number of Bedrooms/Baths/Etc.	Common Elements To Which Unit Has Immediate Access
1001	TBD	1.4984%	1.7701%	458	N/A	10th Floor	1 BD/1	Elevators, Public Hallway & Stairs
1002	TBD	1.6672%	1.9696%	495	N/A	10th Floor	1 BD/1	Elevators, Public Hallway & Stairs
1003	TBD	1.8888%	2.2314%	546	276	10th Floor	1 BD/1	Elevators, Public Hallway & Stairs
1004	TBD	1.7200%	2.0319%	506	136	10th Floor	1 BD/1	Elevators, Public Hallway & Stairs
1101	TBD	1.5301%	1.8075%	458	N/A	11th Floor	1 BD/1	Elevators, Public Hallway & Stairs
1102	TBD	1.6989%	2.0070%	495	N/A	11th Floor	1BD/1	Elevators, Public Hallway & Stairs
1103	TBD	1.8255%	2.1566%	546	N/A	11th Floor	1 BD/1	Elevators, Public Hallway & Stairs
1104	TBD	1.6567%	1.9571%	506	N/A	11th Floor	1 BD/1	Elevators, Public Hallway & Stairs
1201	TBD	1.5617%	1.8449%	458	N/A	12th Floor	1BD/1	Elevators, Public Hallway & Stairs
1202	TBD	1.7305%	2.0444%	495	N/A	12th Floor	1BD/1	Elevators, Public Hallway & Stairs
1203	TBD	1.8572%	2.1940%	546	N/A	12th Floor	1 BD/1	Elevators, Public Hallway & Stairs
1204	TBD	1.6883%	1.9945%	506	N/A	12th Floor	1 BD/1	Elevators, Public Hallway & Stairs
PH1	TBD	2.3320%	2.7548%	634	381	13th & 14th Floors	1 BD/1/HO	Elevators, Public Hallway & Stairs
PH2	TBD	3.1656%	3.7397%	495	394	13th & 14th Floors	2 BD/1.5	Elevators, Public Hallway & Stairs
PH3	TBD	1.8887%	2.2313%	921	N/A	13th Floor	1 BD/1	Elevators, Public Hallway & Stairs
Residential Unit Totals:		84.6489%	100.0000%	27,678	1,231			
Retail Unit		14.1482%	92.1641%	3,040	N/A	Ground Floor & Cellar		Elevators, Public Hallway & Stairs
Community Facility Unit		1.2029%	7.8359%	212	N/A	Ground Floor & Cellar		Elevators, Public Hallway & Stairs
Commercial Unit Totals:		15.3511%	100.0000%	3,252	N/A			
Grand Totals:		100.0000%		30,930	1,231			

BD - denotes Bedroom(s)
PH - denotes Penthouse Unit
S - denotes Studio
T - denotes Private Terrace

SCHEDULE C
TO THE DECLARATION
OF CONDOMINIUM OF THE PREMISES
KNOWN AS

1790 THIRD AVENUE CONDOMINIUM
1790-1792 THIRD AVENUE
NEW YORK, NEW YORK 10029

DEFINITIONS

"Appurtenant Interest"	-	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 Board of Managers or its designee, corporate or otherwise, on behalf of all 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.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as 1790 Third Avenue Condominium, being newly constructed at 1790-1792 Third Avenue, New York, New York 10029. The Building will also be known as "THE CEREZA".
"Common Charges"	-	In the case of the Residential Units, each Unit Owner's proportionate share of the Shared Common

Expenses (as defined in the Condominium Documents), payable by the Residential Unit Owners together with each Residential Unit Owner's proportionate share or Contributing Share of the Residential Common Expenses (as defined in the Condominium Documents);

In the case of the Non-Residential Units, the Non-Residential Unit Owners' proportionate share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Non-Residential Unit Owners together with the payment by the Non-Residential Unit Owners of all or their proportionate share or Contributing Share of the Non-Residential Common Expenses (as defined in the Condominium Documents).

"Common Elements" - All portions of the Property other than Units. Common Elements are comprised of General Common Elements and Limited Common Elements.

"Common Expenses" - (a) Expenses of operation of the Property, and

(b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.

"Common Interest" - The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.

"Condominium" - A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to 1790 Third Avenue Condominium, which will also be known as "The Cereza".

"Condominium Act" - Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

"Condominium Documents" - The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.

"Consummation of the Plan"~ - Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.

"Contributing Share" - (a) In the case of the Residential Units, each Residential Unit's proportionate share of the Common Charges payable by all of the Residential Unit Owners. Each Residential Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Residential Unit Owner's percentage of Common Interest bears to the aggregate percentage of Common Interest of all Residential Unit Owners, multiplied by the Common Charges payable by all the Residential Units.

(b) In the case of the Non-Residential Units, a Non-Residential Unit's proportionate share of the Common Charges payable by all of the Non-Residential Unit Owners. Each Non-Residential Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Non-Residential Unit Owner's percentage of Common Interest bears to the aggregate percentage Common Interest of all Non-Residential Unit Owners, multiplied by the Common Charges payable by all the Non-Residential Units.

"Declaration" - The instrument, as may be amended from time to time, by which the Property is submitted to the

provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.

"DOB" - Refers to the Department of Buildings of the City of New York.

"Equal or Better Quality" - This phrase shall mean comparable or higher quality as recognized by industry standards or performance, efficiency, longevity and/or classifications, as applicable.

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

"Filing" - Means the issuance of a letter from the Attorney General stating that an Offering Plan and/or an Amendment has been accepted for filing.

"First Unit Closing" - The first closing of title with a bona fide purchaser of a Unit.

"Floor Plans" - The floor plans of the Units certified by a licensed engineer or registered architect, and filed in the Register's Office of New York County simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"General Common Elements" - The General Common Elements include, without imitation:

(12) The land on which the Building is physically erected, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself or for its designee, and any successors or assigns thereof. Yard areas or other areaways at the Property, if any, other than the Limited Common Elements as described below, are not intended for public use except for fire egress purposes and are subject to the easement rights, if any, of Sponsor, Sponsor's designee and/or the Non-Residential Unit Owners;

(13) At the cellar and first floor level: all foundations, footings, columns, beams, supports, bearing walls (except to the extent included below as Limited Common Elements or in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Non-Residential Units from the corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Non-

Residential Units, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Non-Residential Units from corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Non-Residential Units; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Non-Residential Units below is attached; service corridors, fire corridors, halls, stairs, and stairway areas located at the cellar level which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Non-Residential Units and are not specifically designated below as Limited Common Elements; storage and utility areas, if any, located at the cellar level and which are not part of the Non-Residential Units or which are not specifically designated below as Limited Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Non-Residential Units; all cellar areas which are not part of the Non-Residential Units and are not specifically designated below as Limited Common Elements;

(14) The utility and mechanical rooms and areas located at the cellar level of the Building, the fire pump room, water service room, and gas and electric meter rooms at the cellar level, the gas meters, water meters and electric meters in the cellar; any and all cellar or other areas and Facilities which are not designated as part of a Unit or a Limited Common Element;

(15) All installations and Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat,

telephone and water which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(16) All sewer pipes and drainage pipes;

(17) All street vaults, if any, located at the cellar level adjacent to the common areas of the Building which are not designated below as Limited Common Elements; any other protrusion beyond the lot lines of the Building which are not part of a Unit or designated a Limited Common Element, all of which are subject to an easement in favor of the Non-Residential Unit Owners for fire egress purposes;

(18) Those portions of the main roof of the Building and those portions of the roof at the second floor level of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, cooling towers, any ventilation or air-conditioning equipment to the extent same exist and/or are installed, and other related Facilities which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(19) The boilers, hot water heaters or equipment, if any, heating, ventilation and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(20) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters or equipment, if any, heating, ventilation and/or air-conditioning equipment and cooling towers, if any,

wherever located in the Building, which service both the Non-Residential Units and the Residential Units and/or the General Common Elements;

(21) Any common tanks, common water towers or tanks, pumps, including, but not limited to, motors, fans, compressors, ducts, siamese connections, and, in general, all apparatus and installations and Facilities existing for common use;

(22) Except as specifically noted, all other apparatus, installations and Facilities existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building and the Units.

"Insurance Trustee" - A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.

"Land" - All that certain tracts, plots, pieces and parcels of land situate, lying and being in City of New York, New York County and State of New York as more particularly described in Schedule A to the Declaration.

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County 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, including the Landmarks Preservation Commission, having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" - Parts of the whole which are owned as Common Elements, but the exclusive use of which is granted to a single Unit Owner or several Unit Owners and, unless otherwise specified, the maintenance and

repair of which is the responsibility of the Unit Owners or Owners to which the exclusive use has been allocated. In this Plan, the following are Limited Common Elements which shall be for the exclusive use of either all of the Residential Unit Owners ("Residential Common Elements") or the Non-Residential Unit Owners ("Non-Residential Common Elements") or an individual Residential Unit Owner ("Residential Limited Common Elements"):

(1) Residential Common Elements:

(1a) At the second floor level and above: columns, beams, supports, bearing walls (except to the extent included below as Limited Common Elements in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Residential Units from the corridors, the elevator shafts, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Units, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Residential Units from corridors, the elevator shafts, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Units; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Residential Units below is attached;

service corridors, fire corridors, halls, stairs, and stairway areas located at the second floor level and above which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Residential Units and are not specifically designated below as Non-Residential Common Elements or in the dimension of a Unit; storage and utility areas, if any, located at the second floor level and above and which are not part of the Residential Units or which are not specifically designated below as Non-Residential Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Residential Units;

(1b) The common and public corridors and fire staircases located at the cellar floor level and above at the Building (except for the corridor in the cellar, which shall be a General Common Element for the use of all Units Owners, and any interior access stairs within Units) which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Non-Residential Unit Owners or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Non-Residential Units; and (ii) for the fire egress purposes and access and/or egress to or from the Non-Residential Units;

(1c) The trash compactor room and recycling nook, trash compactor machinery, and related Facilities located at the cellar level of the Building, together with any trash room and trash compactor chute located on all floors of the Building, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1d) The Residential entrances to the Building, together with their canopies, if any, located on Third Avenue, the residential vestibule and lobby together with the adjoining elevator lobby, which shall be for the exclusive use of all the and Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Non-Residential Unit Owners, or tenants, their servicemen, consultants and/or repairmen, for fire egress purposes and access and/or egress to or from the Non-Residential Units and/or the Non-Residential Common Elements;

(1e) The common recreational area located at the roof level, and bicycle room, storage room and bathroom located at the cellar level of the Building, which service and shall be for the exclusive use of the Residential Unit Owners only in a manner to be determined by the Board of Managers;

(1f) The one (1) passenger elevator, passenger elevator machinery, shaft and pit; the elevator/stair bulkhead

and elevator machine room, together with all Facilities related thereto, located on any floor level of the Building, which shall be for the use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, and subject to an easement in favor of the Non-Residential Unit Owners or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Non-Residential Units.

(1g) Those portions of the roof of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Residential Units only, which shall be for the exclusive use of the Residential Unit Owners;

(1h) Any heating, air-conditioning and/or ventilation equipment, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1i) Any piping and/or ductwork which is necessary for the functioning of any heating, air-conditioning and/or ventilation equipment, cooling towers, hot water heaters, if any, wherever located in the Building, which only service the Residential Units, which shall be for the

exclusive use of all of the Residential Unit Owners;

(1j) The cooling tower(s), if any, or tanks on the roofs of the Building together with any related Facilities which only service the Residential Units or the residential portions of the Building;

(1k) The residential gas, water and/or electric meters and mechanical, gas, water and/or electric panels, closets, and respective rooms and/or feeders, risers and other improvements, residential cables, pipes, all of which serve the Residential Units and residential portions of the Building exclusively;

(1l) Any and all windows of the Building which are not part of a particular Residential Unit or the Non-Residential Units;

(1m) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which only service the Residential Units;

(1n) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

(1o) The storage area, including any and all Storage Compartments located

therein, located at the cellar level of the Building, which shall be for the exclusive use of Unit Owners in a manner to be determined by the Board of Managers. The use of the Storage Compartments shall be subject to the By-Laws of the condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers, including exclusive use license agreements, in their sole discretion.

(2) Non-Residential Common Elements:

(2a) Those portions of the main roof of the Building, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Non-Residential Units, which shall be for the exclusive use of the Non-Residential Unit Owners;

(2b) Non-Residential mechanical and/or electric meter(s), separate cold water meter(s), gas meter(s) and other utility meters (if any) and/or mechanical, electrical, gas, water rooms and/or closets servicing or available for the exclusive use of the Non-Residential Units;

(2c) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service the Non-Residential Units only;

(2d) All remaining improvements, installations, apparatus or Facilities

exclusively serving the Non-Residential Units or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Non-Residential Units;

(2e) The skylights, if any, existing or installed at some future date, that are directly above any Non-Residential Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units.

(3) Residential Limited Common Elements:

(3a) The skylights, if any, existing or installed at some future date, that are directly above any Residential Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(3b) Any fireplace, together with any flue and/or ductwork attached thereto, which must be gas-fired only, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such fireplace, together with any flue and/or duct-work attached thereto, shall be the responsibility of the individual Unit Owners of such Units;

(3c) The private balconies and/or private roof terraces, together with any walls and/or fencing delineating such

areas, which are directly accessed from certain Residential Units, as delineated on the Floor Plans, which shall be for the exclusive use of the Unit Owner of the respective Unit. Nonstructural, ordinary repairs and maintenance of the private balconies and/or private terraces, together with any walls and/or fencing which delineates such areas, shall be the responsibility of the individual Unit Owner(s) who have the exclusive use thereof.

"Majority" - Majority of Unit Owners means either (i) more than fifty percent (50%) in Common Interest in the aggregate, or (ii) more than fifty percent (50%) in number of Units in the aggregate, or (iii) more than fifty percent (50%) in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.

"Managing Agent" - A person employed by the Condominium Board pursuant to Article II, Section 4 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 such Section of the By-Laws.

"Non-Residential Common Expenses" - As set forth in the By-Laws of the Condominium the Non-residential Units shall be solely responsible

for the payment of all expenses ("Non-Residential Common Expenses") arising from snow removal from the front of the Non-residential Units, commercial garbage collection; the cost of utilities, including, but not limited to, electricity, gas and water consumption in the Non-Residential Units but only to the extent that the Non-Residential Units are not separately metered and/or sub-metered with respect to those utilities; vault charges, if any, attributable to the Non-Residential Units; repairs, maintenance and replacement of the Non-Residential Common Elements; and any other expense, which is not a Shared Common Expense, attributable to the Non-Residential Units only.

"Non-Residential Units" - An area designated on a portion of the cellar and ground or first floor of the Building, which shall be owned in fee simple absolute. According to the terms of the Offering Plan, there shall be two (2) Non-Residential Units.

"Non-Residential Unit Owners" - The Person, persons, entity or entities owning the Non-Residential Units.

"Offering Plan" - The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".

"Operation of the Property" - The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

"PCO"- - Refers to a permanent certificate of occupancy issued by the Department of Buildings of the City of New York.

"Permitted Mortgagee" - Refers to the holder of a Permitted Mortgage and shall include, without limitation, such banks and financial institutions as constitute the holder(s) of the mortgages given by Sponsor to acquire and construct the Property, including the successors,

assigns, and affiliates thereof. The initial Permitted Mortgagee shall refer to Bank Hapoalim, B.M.

"Person" - A natural person, corporation, limited liability company, partnership, association, trustee or other legal entity.

"Power of Attorney" - The document, signed by Unit Owners, which appoints:

(i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine.

(ii) the Sponsor and Non-Residential Unit Owners, as attorneys-in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney.

(iii) the Sponsor, as attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, in whole or part, of the transferable air rights and/or development rights which Sponsor has retained for itself, and/or its successors and assigns.

"Property" - Means and includes the Land, the Building and all other improvements thereon, (i) 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, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.

"Purchaser" - Any Person who has entered into an agreement with Sponsor to purchase a Unit and is not in default thereunder.

"Recording officer and "Recording" or "Recorded" - Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.

"Residential Common Expenses" - As set forth in the By-Laws of the Condominium the Owners of the Residential Units shall be solely responsible for the payment of all expenses ("Residential Common Expenses") arising from garbage collection for the Residential Units if not collected by the City of New York; gas consumption for heat and hot water in the Common Elements, including the General Common Elements; gas consumption for cooking and fireplaces, if any, in the Residential Units; gas consumption for the emergency generator; electricity consumption for the Common Elements, including the General Common Elements, except that electricity consumption by the common condensers shall be monitored by a power proportional distribution ("PPD") system that will measure consumption by each individual Residential Unit, and the Board of Managers shall bill each individual Unit Owner for his Unit's respective consumption, for which such Unit Owner shall be solely responsible; water and sewer charges for the Residential Units and the Common Elements, including the General Common Elements; landscaping, fire extinguisher, elevator and HVAC maintenance; vault charges, if any, attributable to the common areas of the Building; and any other expense, which is not a Shared Common Expense, attributable to the Residential Units only or as provided in the By-Laws. Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity, gas, and water/sewer service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and baseboard heating for the cellar mechanical and utility areas, gas for the emergency generator, and incidental water use in the cellar mechanical and utility areas, are expected to be *de minimis* as they pertain to the

General Common Elements, as compared to usage of such utilities by the Residential Common Elements and/or Residential Units measured by common meters. Provided these costs remain *de minimis* as they pertain to the General Common Elements, the Non-Residential Unit Owners shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense.

"Residential Unit" - A designated apartment in the Building comprising the Condominium which is owned in fee simple absolute.

"Residential Units" - Collectively, all the apartments in the Building.

"Residential Unit Owner" - Means the person, persons or entity owning a Residential Unit in fee simple absolute.

"Rules and Regulations" - The rules and regulations of the Condominium, 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.

"Selling Agent" - The entity which will, on behalf of the Sponsor, originate and supervise sales of Units. Corcoran Group is the Selling Agent pursuant to the terms of the Offering Plan.

"Sponsor" - The promoter of the project and/or Offering Plan to submit the Premises at 1790 Third Avenue, New York, New York 10029 to the condominium form of ownership; 1790-1792 Third Avenue LLC is the Sponsor of this Offering Plan.

"Sponsor-designee" - Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights

and any such designee shall also be deemed a "Sponsor-designee."

"Sponsor's Initial Control Period" - Refers to the initial period during which Sponsor, including any designee thereof, retains control of the Board of Managers of the Condominium prior to relinquishing the same. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect or designate a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so.

"Storage Space" - Refers to one of the individual Storage Compartments located at the cellar level of the Building, which shall be made available for the exclusive use of an individual Residential Unit Owner pursuant to a Storage Compartment License and which constitutes a Residential Common Element of the Condominium.

"Storage Space License" - Refers to the license to be granted to a Residential Unit Owner evidencing the Residential Unit Owner's right to the exclusive use of a Storage Compartment.

"TCO" - Refers to a temporary certificate of occupancy issued by the Department of Buildings of the City of New York.

"Unit" - Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a fireplace and/or a private balcony or roof terrace. Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water, ventilation and air-conditioning equipment, with all related ductwork

and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

"Unit Deed" - The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.

"Unit Designation" - The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the floor plans.

"Unit Owner" - The person or persons, or entity owning a Unit in fee simple absolute. It collectively means the respective owners of the Residential Units and the Non-Residential Units.

"Unsold Units" - Any Unit owned by Sponsor or its designee at the time in question.

SCHEDULE D
TO THE DECLARATION
OF CONDOMINIUM OF THE PREMISES
KNOWN AS

1790 THIRD AVENUE CONDOMINIUM
1790-1792 THIRD AVENUE
NEW YORK, NEW YORK 10029

POWER OF ATTORNEY

TO BOARD OF MANAGERS,

SPONSOR

AND

NON-RESIDENTIAL UNIT OWNERS

UNIT OWNER'S POWER OF ATTORNEY

Terms used in this Unit Owner's Power of Attorney which is used (a) in the declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as 1790 THIRD AVENUE CONDOMINIUM ("Condominium") and by the street number, 1790-1792 Third Avenue, New York, New York 10029 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, Manhattan County, under CRFN _____, or (b) in the By-Laws of the Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, having an address at _____, the Owner of Unit No. _____ and also designated as Tax Lot No. _____ in Block _____, Section _____ of the Borough of Manhattan on the Tax Map of the Tax Map Unit of the City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 1790 THIRD AVENUE CONDOMINIUM jointly, true and lawful Agent and Attorneys-In-Fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their 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, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as the Agent and Attorney-In-Fact shall deem proper, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as the Agent and Attorney-In-Fact may determine, granting to the Agent and Attorney-In-Fact the power to do all things in the same premises which the undersigned could do if the undersigned were personally present, (2) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration,

repair or restoration of the Property or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property or the Common Elements which the Condominium Board deems necessary or appropriate.

The acts of majority of such persons shall constitute the acts of said Attorneys-In-Fact.

The undersigned do(es) hereby nominate, constitute and appoint 1790-1792 Third Avenue LLC ("Sponsor"), Sponsor's designee and/or the Non-Residential Unit Owners as Attorneys-In-Fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 8, 16 and 17 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units, the Non-Residential Units and/or the reapportionment of the Common Interests of the affected Unsold Units or the Non-Residential Units resulting therefrom made by Sponsor or its designee or the Non-Residential Unit Owners in accordance with Articles 8 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor, its designee or the Non-Residential Unit Owners, to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor, its designee or the Non-Residential Unit Owners, to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, 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 Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do(es) further nominate, constitute and appoint 1790-1792 Third Avenue LLC or its designee as Attorney-In-Fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned and the Board of Managers, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

This power of attorney shall be irrevocable and shall expire by its terms upon sale or conveyance of the Unit.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20__.

Principal – Unit Owner

_____

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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 the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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

SCHEDULE E

BY-LAWS

OF

THE CONDOMINIUM OF THE PREMISES

KNOWN AS

1790 THIRD AVENUE CONDOMINIUM

1790-1792 THIRD AVENUE
NEW YORK, NEW YORK 10029

BOROUGH OF MANHATTAN

NEW YORK COUNTY, CITY AND STATE OF NEW YORK

D'AGOSTINO, LEVINE, LANDESMAN & LEDERMAN, LLP
ATTORNEYS FOR SPONSOR
345 SEVENTH AVENUE, 23RD FLOOR
NEW YORK, NEW YORK 10001
ATTN: SUSAN M. SCHARBACH, ESQ.

TABLE OF CONTENTS

Article	Title Page		Page
I	**Plan of Unit Ownership**		1
	Sec. 1.	Unit Ownership	1
	Sec. 2.	Applicability of By-Laws	1
	Sec. 3.	Application	1
	Sec. 4.	Definitions	2
	Sec. 5.	Office	2
II	**Board of Managers**		2
	Sec. 1.	Status of the Board of Managers	2
	Sec. 2.	Number and Term	2
	Sec. 3.	Powers and Duties	2
	Sec. 4.	Managing Agent and Manager	5
	Sec. 5.	First Board of Managers	5
	Sec. 6.	Removal of Members of Board of Managers	6
	Sec. 7.	Vacancies	6
	Sec. 8.	Organization Meeting	6
	Sec. 9.	Regular Meetings	6
	Sec. 10.	Special Meetings	7
	Sec. 11.	Waiver of Notice	7
	Sec. 12.	Quorum of Board of Managers	7
	Sec. 13.	Fidelity Bonds	7
	Sec. 14.	Compensation	7
	Sec. 15.	Liability of the Board of Managers	7
	Sec. 16.	Executive Committee	8
	Sec. 17.	Other Committees	8
III	**Unit Owners**		9
	Sec. 1.	Annual Meetings	9
	Sec. 2.	Place of Meetings	10
	Sec. 3.	Special Meetings	10
	Sec. 4.	Notice of Meetings	10
	Sec. 5.	Adjournment of Meetings	10
	Sec. 6.	Order of Business	10
	Sec. 7.	Title to Units	11
	Sec. 8.	Voting	11
	Sec. 9.	Majority of Unit Owners	11
	Sec. 10.	Quorum	12
	Sec. 11.	Majority Vote	12

Sec. 12. Action Without Meeting 12

IV Officers 12
Sec. 1. Designation 12
Sec. 2. Election of Officers 12
Sec. 3. Removal of Officers 12
Sec. 4. President 12
Sec. 5. Vice President 13
Sec. 6. Secretary 13
Sec. 7. Treasurer 13
Sec. 8. Agreements, Contracts, Deeds, Checks, etc. 13
Sec. 9. Compensation of Officers 13
Sec. 10. Liability of Officers 13

V Notices 13
Sec. 1. Definition 13
Sec. 2. Service of Notice Waiver 14

VI Operation of the Property 14
Sec. 1. Determination of Common Expenses and Fixing of Common Charges 14
Sec. 2. Insurance 17
Sec. 3. Repair or Reconstruction After Fire or Other Casualty 19
Sec. 4. Payment of Common Charges 20
Sec. 5. Collection of Common Charges and Assessments 21
Sec. 6. Default in Payment of Common Charges or Assessments 21
Sec. 7. Foreclosure of Liens for Unpaid Common Charges 22
Sec. 8. Statement of Common Charges and Assessments 22
Sec. 9. Abatement and Enjoinment of Violations by Unit Owners 22
Sec. 10. Maintenance and Repairs 22
Sec. 11. Restrictions on Use of Units 24
Sec. 12. Additions, Alterations or Improvements by Board of Managers 28
Sec. 13. Additions, Alterations or Improvements by Unit Owners 28
Sec. 14. Use of Common Elements and Facilities 30
Sec. 15. Right of Access 31
Sec. 16. Rules of Conduct 32
Sec. 17. Water Charges and Sewer Rents 32

Sec. 18. Electricity and Gas 33
Sec. 19. Review of Real Estate Tax Assessments 34
Sec. 20. Vault Charges 34

VII Mortgages 34
Sec. 1. Notice to Board of Managers 34
Sec. 2. Notice of Unpaid Common Charges 35
Sec. 3. Notice of Default 35
Sec. 4. Examination of Books 35
Sec. 5. Notice of Changes to Units and/or Common Elements 35
Sec. 6. Notice of Termination of the Condominium 35
Sec. 7. Notice of Condemnation or Casualty 35
Sec. 8. Notice of Insurance 35

VIII Sales, Leases and Mortgages of Units 36
Sec. 1. Sales and Leases 36
Sec. 2. Consent of Unit Owners to Purchase or Lease Units by Board of Managers 38
Sec. 3. No Severance of Ownership 38
Sec. 4. Release by Board of Managers of Right of First Refusal 38
Sec. 5. Certificate of Termination of Right of First Refusal 39
Sec. 6. Financing of Purchase of Units by Board of Managers 39
Sec. 7. Exceptions 39
Sec. 8. Gifts and Devises, etc. 39
Sec. 9. Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Managers or its Designee, on Behalf of All Unit Owners as Tenants in Common 39
Sec. 10. Payment of Common Charges and Assessments 39
Sec. 11. Mortgage of Units 40
Sec. 12. Fees and Charges 40

IX Certain Remedies 40
Sec. 1. Self Help 40
Sec. 2. Abatement and Enjoinment 41
Sec. 3. Remedies Cumulative 41
Sec. 4. Costs and Expenses 41

X Condemnation 42
Sec. 1. Condemnation 42

XI	**Records**		42
	Sec. 1.	Records and Audits	42
XII	**Miscellaneous**		43
	Sec. 1.	Invalidity	43
	Sec. 2.	Captions	43
	Sec. 3.	Gender	43
	Sec. 4.	Waiver	43
	Sec. 5.	Insurance Trustee	43
	Sec. 6.	Definition of "Mortgagee"	44
	Sec. 7.	Nondisturbance Agreement	44
	Sec. 8.	Lot-Line Windows	44
XIII	**Amendments to the By-Laws**		44
	Sec. 1.	Amendment to By-Laws	44
XIV	**Conflicts**		45
	Sec. 1.	Conflicts	45
XV	**Arbitration**		45
	Sec. 1.	Procedure	45
	Sec. 2.	Variation by Agreement	45
	Sec. 3.	Binding Effect	45
	Sec. 4.	Costs and Expenses	45
	Rules and Regulations-Addendum to the By-Laws		47

BY-LAWS
OF
THE CONDOMINIUM OF THE PREMISES
KNOWN AS

1790 THIRD AVENUE CONDOMINIUM
1790-1792 THIRD AVENUE
NEW YORK, NEW YORK 10029

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. **Unit Ownership**. The property, located in the borough of Manhattan, New York, New York County, City and State of New York at 1790-1792 Third Avenue, New York, New York (hereinafter called the "Property") has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the New York County Office of the Register of the City of New York, simultaneously herewith. The Condominium thereby created shall hereinafter be known as 1790 Third Avenue Condominium and are sometimes referred to as the "Condominium" or "Condominiums."

Section 2. **Applicability of By-Laws**. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Building and all other improvements thereon (including the Units and all 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. The Condominium Units are hereinafter sometimes referred to as "Unit" or "Units."

Section 3. **Application**. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations attached hereto as Addendum To The By-Laws.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. **Definitions**. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in **Schedule C** to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 5. **Office**. The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

BOARD OF MANAGERS

Section 1. **Status of the Board of Managers**. Unless and until the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Board of Managers shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2. **Number and Term**. The number of Managers which shall constitute the whole Board, other than the initial Board selected by Sponsor, shall be not less than five (5) and not more than nine (9). Until succeeded by the Managers elected at the first (1st) meeting of Unit Owners called for such purpose, Managers need not be Unit Owners; thereafter, all Managers, other than a representative of Sponsor or its designee, shall be Unit Owners, the principal or officer of a Unit Owner or the spouse of a Unit Owner. The number of Managers elected at the first (1st) such meeting shall be five (5) (three (3) elected by the Residential Unit Owners (including Sponsor or its designee as to its Unsold Units) and one (1) designated by each of the two (2) Non-Residential Unit Owners (including Sponsor or its designee as to its Unsold Units). Thereafter, within the limits above specified, the number of Managers shall be determined by the Unit Owners at their annual meetings. The Managers shall be elected at the annual meeting of the members. There shall always be an odd number of Managers and each of the two (2) Non-Residential Unit Owners (including Sponsor or its designee as to Unsold Units) shall always maintain the right to designate one (1) Manager. The Managers shall hold office until their successors have been elected and hold their first meeting. But, in any event, the terms of the members of the Board of Managers shall expire annually.

Section 3. **Powers and Duties**. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the

Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

a. Contracting for the necessary services for operation, care, upkeep and maintenance of the Common Elements.

b. Determination of the Common Expenses and Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

c. Collection of the Common Charges and expenses of the Condominium from the Unit Owners.

d. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

e. Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board (See Article VI, Section 16).

f. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

g. Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Owners to the Board of Managers.

h. Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.

i. Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium, as described in the Declaration and these By-Laws.

j. Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.

k. Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners.

l. To incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (i) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (ii) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and bylaws;

m. Obtaining and reviewing of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof.

n. Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

o. Negotiation and settlement of all claims and actions relating to the Condominium.

p. Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of a majority of all Unit Owners shall be required for the borrowing of any sum in excess of $10,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Unit Owner. If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph (p) is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

q. Levying fines against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property and levying late payment charges against Unit Owners for late payment of their Common Charges, including Assessments and Special Assessments.

r. Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the closing of title to the first (1st) Unit ("First Unit Closing"), the Board of Managers

may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund except that Sponsor will consent to replacements to any contingency fund and/or capital replacement reserve provided for in Schedule B located in Part I of the filed Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4.00%) of the budgeted expenses of the Condominium or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (iv) increase the number or change the type of employees from that described in Schedule B located in Part I of the filed Offering Plan for the Property or (v) provide for new or additional services from those indicated in Schedule B located in Part I of the filed Offering Plan for the Property, unless the annual cost of all other services being provided, is no greater than the total cost of those provided for in Schedule B. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with the offer and sale or leasing of Units; (iii) interfere with the operation of general or sales and leasing offices at the Property or the actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding the provisions of this Section 3r, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulations or to remedy any notice of violation or to remedy any work order by an insurer.

Section 4. **Managing Agent and Manager**. The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize. The Board of Managers may delegate to the manager or Managing Agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (k), (l), (o), (p) and (q) of Section 3 of this Article II. Except with respect to Sponsor or Sponsor's designee, the Managing Agent or manager may not be a member of the Board of Managers.

Section 5. **First Board of Managers**. The first Board of Managers shall consist of three (3) persons designated by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first (1st) meeting of Unit Owners called for the purpose of electing

Managers. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 7 of this Article.

Section 6. **Removal of Members of the Board of Managers**. At any regular or special meeting of Unit Owners, any one (1) or more of the members of the Board of Managers, other than a member designated by the Sponsor or a Sponsor-designee or the Non-Residential Unit Owners, may be removed with or without cause by an affirmative vote of Unit Owners whose aggregate Common Interest exceed fifty percent (50%) of the Common Interest of the Condominium, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or a Non-Residential Unit Owner may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or the Non-Residential Unit Owners) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Non-Residential Unit Owner, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers. If a member of the Board of Managers ceases to be a Unit Owner, the principal or officer of a Unit Owner or the spouse of a Unit Owner, unless such member is a designee of the Sponsor or a Sponsor-designee, such Board Member shall be deemed to have resigned effective as of the date such ownership interest ceased.

Section 7. **Vacancies**. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a Majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of the Unit Owners to serve the remaining term. Notwithstanding the foregoing, vacancies of members designated by the Sponsor or Sponsor-designee or the Non-Residential Unit Owners, shall be filled only by the Sponsor or Sponsor-designee or the Non-Residential Unit Owners, as the case may be.

Section 8. **Organization Meeting**. The first meeting of the members of the Board of Managers following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a Majority of the members of the Board of Managers elected at the meeting at which they shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 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 members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board

of Managers, by mail or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 10. **Special Meetings**. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail, telegraph or personal delivery to the Unit owned by such member of the Board of Managers, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Section 11. **Waiver of Notice**. Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Quorum of Board of Managers**. At all meetings of the Board of Managers, a Majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a Majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Any action required or permitted to be taken by the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the minutes of the proceedings of the Board or the committee.

Section 13. **Fidelity Bonds**. The Board of Managers shall, in its discretion, obtain fidelity bonds in the amount of $1,000,000.00 or more for all officers and employees of the Condominium handling or responsible for Condominium funds and for the managing agent, if any. The premiums on such bonds shall constitute a Common Expense.

Section 14. **Compensation**. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 15. **Liability of the Board of Managers**. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the

Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is understood and permissible for the original Board of Managers who are members of the Sponsor to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 16. **Executive Committee**. The Board of Managers may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Managers, at least one (1) of whom shall be a member designated by the Sponsor or Sponsor-designee so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board. Such Executive Committee shall have and may exercise all the powers of the Board of Managers in the managing of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Charges and expenses required for the affairs of the Condominium, (b) to determine the Common Charges payable by the Unit Owners to meet the Common Charges and expenses of the Condominium, (c) to adopt or amend the Rules and Regulations covering the details of the operation and use of the Property or (d) to exercise any of the powers set forth in subdivisions (g), (h), (i) and (p) of Section 3 of Article II.

Section 17. **Other Committees**. The Board of Managers may by resolution create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. The members of any such committee, at least one (1) of whom shall be designated by the Sponsor or a Sponsor-designee, so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board, shall be appointed by the President of the Condominium. The members of any such committee need not be a member of the Board of Managers, but must be eligible to be elected to the Board of Managers. Such committee shall not have power the to do any act which the Executive Committee may not do under subsections (a)-(d) of Section 16 of Article II.

ARTICLE III

UNIT OWNERS

Section 1. **Annual Meetings.**

(a) Within thirty (30) days after the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety (90%) percent of the Common Interest allocated to all the Units or (ii) two (2) years from the First Unit Closing, or such earlier time as Sponsor deems to be in the best interest of the parties the Sponsor shall call a special Unit Owners meeting for the purpose of electing a Board of Managers. At such meeting the First Board of Managers shall resign and a new Board shall be elected by the Unit Owners. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

(b) Sponsor's Right to Elect and/or Designate Members of the Board of Managers. So long as the Sponsor or a Sponsor-designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Units, the Sponsor or Sponsor-designee shall have the right to elect or designate at least three (3) of the five (5) members of the Board of Managers and in any event a majority of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one (1) Unit but less than ten percent (10%) in Common Interest allocated to all the Units, or Units representing ten percent (10%) or more in Common Interest five (5) years or more subsequent to the First Unit Closing, the Sponsor or Sponsor-designee shall have the right to elect or designate at least two (2) of the five (5) members of the Board of Managers and in any event the right to elect or designate a number of members of the Board which equals one (1) less than a Majority of the Board. Members of the Board of Managers shall serve for a term of one (1) year. The Unit Owners may transact such other business at such meetings as may properly come before them. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control (thus ending "Sponsor's Initial Control Period") and will not elect or designate a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so. Notwithstanding anything to the contrary herein, during Sponsor's Initial Control Period, the Sponsor-designated members of the Board of Managers shall not prevent the Board of Managers from voting to compel Sponsor to enforce its obligations to the Condominium under the Offering Plan, as amended. Furthermore, if any one (1) or more Unit Owner-elected members of the Board of Managers proposes a vote of the Board of Managers on whether to initiate a lawsuit against Sponsor on behalf of the condominium, any Sponsor-designated members of the Board of Managers shall recuse themselves from such vote.

(c) Subsequent to the expiration of Sponsor's Initial Control Period, all Board members, other than those members which the Sponsor or its designee have the right to elect or designate hereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to those Board Members designated by the Non-Residential Unit Owners. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

Section 2. **Place of Meetings**. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. **Special Meetings**. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners as defined in Section 9 of this Article III having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings**. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners, at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the building or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least ten (10) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. **Adjournment of Meetings**. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. **Order of Business**. The order of business at all meetings of the Unit Owners shall be as follows:

a. Roll call;

b. Proof of notice of meeting;

c. Reading of minutes of preceding meeting;

d. Reports of officers;

e. Report of Board of Managers;

f. Reports of committees;

g. Election of inspectors of election (when so required);

h. Election of members of the Board of Managers (when so required);

i. Unfinished business;

j. New business.

Section 7. **Title to Units**. Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation or limited liability company or partnership, or in the name of a fiduciary or trust, estate, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section. The above shall not constitute consent or condonation of any activity not permitted under existing certificates of occupancy, zoning requirements or other applicable law or regulation.

Section 8. **Voting**. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners. The Owners of each Unit (including the Sponsor or Sponsor-designee, if the Sponsor or its designee shall then own one (1) or more Units) shall be entitled to cast one (1) vote for each .0001% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to a vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one or more members to be elected. If Units are owned by more than one (1) person as joint tenants, tenants by the entirety or as tenants in common or by a partnership, corporation, limited liability company, or other entity, the persons owning said Unit shall agree among themselves and cast the votes for their Unit. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote.

Section 9. **Majority of Unit Owners**. As used in these By-Laws the term "Majority of Unit Owners" shall mean those Unit Owners having greater than fifty percent (50%) of the total

authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. **Quorum**. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 11. **Majority Vote**. The vote of a Majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where, in the Declaration or these By-Laws or by law, a higher percentage vote is required.

Section 12. **Action Without Meeting**. Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-Laws or applicable law consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the records of the Condominium.

ARTICLE IV

OFFICERS

Section 1. **Designation**. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Managers.

Section 2. **Election of Officers**. The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. **Removal of Officers**. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. **President**. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint members of committees created by the Board of Managers from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. **Vice President**. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers is to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. **Secretary**. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. **Treasurer**. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. **Agreements, Contracts, Deeds, Checks, etc**. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. **Compensation of Officers**. No officer shall receive any compensation from the Condominium for acting as such.

Section 10. **Liability of Officers**. The officers of the Condominium shall have the same rights and liabilities as the members of the Board of Managers under Article II Section 15 of these By-Laws.

ARTICLE V

NOTICES

Section 1. **Definition**. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them.

Section 2. **Service of Notice Waiver.** Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. **Determination of Common Expenses and Fixing of Common Charges.** The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such Common Charges among the Unit Owners according to their respective percentage of Common Interest or Contributing Share as the case may be. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article VI and the fees and disbursements of the Insurance Trustee, if any. Subject to the individual rights and obligations of the Non-Residential Unit Owners with regard to shared expenses as defined hereinafter, the Common Expenses shall also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium for a general operating reserve, and for a reserve fund for replacements, to make up any deficit in the Common Expenses for any prior year. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Non-Residential Unit Owners will not be obligated to contribute towards any reserve fund for the repair, maintenance and/or replacement of the Residential Common Elements or Residential Limited Common Elements. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Unit(s).

The Board of Managers shall also, where necessary, impose an Assessment or additional Common Charge in order to meet any unanticipated Common Expense. All such Assessments or additional Common Charges shall be levied against all Unit Owners in proportion to their respective Common Interest or Contributing Share as the case may be. Assessments may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than fifteen (15) days written notice prior to the date upon which such Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purposes thereof. The Board of Managers shall have all rights and remedies for the collection of Assessments as are provided herein for the collection of Common Charges, such Assessments constituting a Common Charge. However, notwithstanding anything in the Condominium

Declaration or By-Laws to the contrary, the Non-Residential Unit Owners will not be obligated to contribute towards any Assessments for the repair, maintenance and/or replacement of the Residential Common Elements or Residential Limited Common Elements. The Board of Managers shall advise all Unit Owners, promptly, in writing, of the amount of Common Charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such charges are based, to all Unit Owners and to their mortgagees, if so required.

The annual amounts to be paid by the Non-Residential Unit Owners to the Condominium or its designee in connection with the services and facilities shared with, or provided by, the Condominium ("Shared Common Expenses") shall include the following categories of expenses set forth in the "Schedule B, Projected Budget for First Year of Condominium Operation" in the Offering Plan filed for the Property: Payroll; Repairs and Maintenance; Service Contracts; Insurance; Management Fees; Legal and Audit Fees; Miscellaneous Other Expenses; Contingency; Reserve Fund; or any different expenses which at some time in the future are established in lieu of the foregoing expenses or which are fairly attributable to the Non-Residential Units to the extent the Non-Residential Units benefit therefrom. The Shared Common Expenses shall be deemed a part of the Common Expenses of the Condominium to be paid by all Unit Owners.

The payment of the Shared Common Expenses by the Owners of the Non-Residential Units shall initially be based on the projections set forth in the foregoing budget, some of which are based on the individual Common Interest of the Non-Residential Units. The payment of other Shared Common Expenses by the Owners of the Non-Residential Units is specially allocated based upon projected usage by and applicability to the Non-Residential Units and not simply based on the Common Interest of the Non-Residential Units. Please see each specific budget item for the calculation of the allocation of the Shared Common Expenses to the Owners of the Non-Residential Units. If in the future, there are any categories of expenses other than those provided for above for services or facilities used by the Non-Residential Units, then the Non-Residential Unit Owners will pay their fair share of such expense.

Except for those Shared Common Expenses set forth in the initial Budget for the First Year of Condominium operation which shall be paid for by each Residential Unit Owner and the Non-Residential Unit Owners based upon the Unit's percentage Common Interest, or Contributing Share, or any allocation specifically noted herein, as the case may be, if the Non-Residential Unit Owners use or incur a disproportionate portion of any subsequent Shared Common Expense relative to their Common Interest (whether too low or too high), then the Non-Residential Unit Owners shall be required to pay only their fair share of such subsequent expense.

In the event the Non-Residential Unit Owners and the Condominium cannot agree upon such "fair share" of a new expense or a Shared Common Expense, then same shall be determined by a licensed real estate broker selected by the Condominium and the Non-Residential Unit Owners. In the event the Condominium and Non-Residential Unit Owners cannot agree upon a

real estate broker, or if the Condominium and the Non-Residential Unit Owners cannot agree on any decision or determination to be made in connection with the Shared Common Expenses or a new expense to be paid by the Non-Residential Unit Owners, then, in such event, the Non-Residential Unit Owners and the Condominium, at the sole option of the Non-Residential Unit Owners only, shall be obligated to arbitrate, on an expedited basis, the dispute pursuant to the provisions of Article XV of the By-Laws of the Condominium. The decision of the arbitrator shall be final and binding. In the event that the Non-Residential Unit Owners elect not to arbitrate, the Non-Residential Unit Owners and the Board of Managers of the Condominium on behalf of all of the Residential Units Owners may exercise all remedies available to them in equity and at law.

The Condominium Board shall advise all Unit Owners in writing promptly after same are determined of the amount of Common Charges payable by each of them and, not later than ten (10) days next preceding the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees.

The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

Notwithstanding anything herein to the contrary, but subject to the dispute resolution procedures set forth in Article XV hereof and the payment, collection and enforcement provisions of these By-Laws in general, the Non-Residential Unit Owners and the Residential Unit Owners, jointly, shall each be solely responsible for the payment of the following expenses. The Non-Residential Units shall be solely responsible for the payment of all expenses ("Non-Residential Common Expenses") arising from snow removal from the front of the Non-Residential Units; garbage collection; the cost of utilities, including but not limited to, electricity, gas, water and sewer in the Non-Residential Units that are separately metered and/or sub-metered for the Non-Residential Unit Owners; vault charges, if any, attributable to the Non-Residential Units; repairs, maintenance and replacement of the Non-Residential Common Elements; and any other expense, which is solely attributable to the Non-Residential Units only and not a Shared Common Expense. The Residential Unit Owners shall be solely responsible for the payment of all expenses ("Residential Common Expenses") arising from garbage collection for the Residential Units if not collected by the City of New York; gas consumption for heat and hot water in the Common Elements, including the General Common Elements; gas consumption for cooking and fireplaces, if any, in the Residential Units; gas consumption for the emergency generator; electricity consumption for the Common Elements, including the General Common Elements, except that electricity consumption by the common condensers shall be monitored by a power proportional distribution ("PPD") system that will measure consumption by each

individual Residential Unit, and the Board of Managers shall bill each individual Unit Owner for his Unit's respective consumption, for which such Unit Owner shall be solely responsible; water and sewer charges for the Residential Units and the Common Elements, including the General Common Elements; landscaping, fire extinguisher, elevator and HVAC maintenance; vault charges, if any, attributable to the common areas of the Building; and any other expense, which is not a Shared Common Expense, attributable to the Residential Units only or as provided herein. Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity, gas, and water/sewer service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and baseboard heating for the cellar mechanical and utility areas, gas for the emergency generator, and incidental water use in the cellar mechanical and utility areas, are expected to be *de minimis* as they pertain to the General Common Elements, as compared to usage of such utilities by the Residential Common Elements and/or Residential Units measured by common meters. Provided these costs remain *de minimis* as they pertain to the General Common Elements, the Non-Residential Unit Owners shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense.

The Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the First Unit Closing until such Unit is sold to a bona fide purchaser. Until title to all Units has been conveyed, the Sponsor or its designee as owner of any Unsold Units, may decide that Sponsor will, at Sponsor's or Sponsor's designee's sole option and discretion, pay in lieu of payment of each Unit's Common Charges, provided that such "in lieu" payments are less than the Common Charges then due, an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest) of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan. In the event that Sponsor or its designee as the owner of all Unsold Units elects to have all Unit Owners make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund payments required by Sponsor's lenders; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved Budget of the Condominium.

Section 2. **Insurance**. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (a) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by the Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including furniture, furnishings, or other personal property supplied or installed by Unit

Owners), together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees as their interests may appear, in an amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items but exclusive of footings and foundations and without deduction for depreciation, as approved by a fire insurance company or a qualified insurance broker, or the amount of insurance necessary to avoid the effects of co-insurance; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, if any, as herein provided; (b) worker's compensation insurance, if the Condominium has employees; (c) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Condominium, shall be carried on each member of the Board of Managers, officers of the Condominium, managing agent and managers, including any person or persons handling or responsible for funds of the Condominium; (d) disability benefits insurance if the Condominium has employees; and (e) such other insurance, including, but not limited to, boiler and machinery insurance and elevator collision insurance, as the Board of Managers may determine. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee, if any, if more than $100,000.00), and that the total proceeds thereof, if $100,000.00 or less, shall be payable to the Board of Managers and if more than $100,000.00 shall be payable to the Insurance Trustee, if any.

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

In the event that the damage resulting from a fire or other casualty loss shall (a) render one (1) or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (b) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such casualty loss shall be caused by the act, the omission to act, or the negligence of the owner of a Unit so affected thereby, by a family member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Board of Managers with respect to such Unit.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate covering all claims for bodily injury with respect to any one (1) occurrence.

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

The insurance policy for the Condominium obtained by the Board of Managers should require the insurer to notify in writing the Board of Managers (or insurance trustee) and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

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

Section 3. **Repair or Reconstruction After Fire or Other Casualty**. In the event of damage to or destruction of the Building containing the Units as a result of fire or other casualty, unless seventy-five percent (75%) or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five percent (75%) in the aggregate of the total Common Interest do duly and promptly resolve not to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen and bathroom fixtures and floor coverings initially installed therein by the Sponsor, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units by the Unit Owners), and the Board of Managers or the Insurance Trustee, if any, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. If the cost of such repair and restoration is in excess of the insurance proceeds, the Board of Managers shall levy a Special Assessment against all Unit Owners, for the amount of such deficiency in proportion to their respective Common Interests and all proceeds of such Special Assessment shall become part of the trust funds to be disbursed by the Insurance Trustee, if any, or the Board of Managers, as the case may be.

If seventy-five percent (75%) or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five percent (75%) in the aggregate of the total Common Interest do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, if any, as the case may be, among all the Unit Owners in proportion to their respective Common Interest, after first payment out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers and the Unit Owner or Unit Owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after Insurance Trustee notified said Board of Managers and Unit Owner or Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary. If there is no Insurance Trustee then the aforementioned sixty (60) and ninety (90) day periods shall be from the date of notification by an insurance adjustor retained by the Board of Managers. Wherever the words, "promptly resolve" are used it shall also mean not more than sixty days from the date of receipt of said insurance funds.

Section 4. **Payment of Common Charges**. All Unit Owners shall be obligated to pay the Common Charges, including Assessments and Storage Compartment Monthly License Fees, if applicable, assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges, including Assessments and Storage Compartment Monthly License Fees, if applicable, assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid Common Charges, convey his Unit, together with the "Appurtenant Interests" to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from Common Charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of Common Charges, including Assessments, assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that 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, including Assessments, assessed prior to the foreclosure sale.

Section 5. **Collection of Common Charges and Assessments.** The Board of Managers shall assess Common Charges against the Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any Assessment and Storage Compartment Monthly License Fees if applicable, due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date thereof. Common Charges and Storage Compartment Monthly License Fees, if applicable, shall be paid by the fifth day of the month in which they are due or they shall be deemed to be late.

Pursuant to Real Property Law Section 339-kk, the Board of Managers has the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if a Non-Occupying Unit Owner is not current on his or her Common Charges, Storage Compartment Monthly License Fees, if applicable, Assessments or late fees, hereinafter ("Charges"). In order to collect rents directly from the Tenant, the Non-Occupying Unit Owner must fail to make the payment of Charges within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and the Non-Occupying Unit Owner providing that, commencing immediately and until such time as all payments for all Charges are made current, all rental payments are to be made directly to the Condominium at the address provided in the notice. Once all Charges are current the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such payment and that thereafter all future rental payments should be made to the Non-Occupying Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present his or her supporting facts at the next scheduled Board meeting (which must be held within thirty (30) days of Board receiving notice of contest). The Board shall have the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Section 6. **Default in Payment of Common Charges or Assessments.** In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges, Storage Compartment Monthly License Fees, if applicable, or any Assessment as determined by the Board of Managers, such Unit Owner shall be obligated to pay interest at the highest legal rate on such Common Charges, Storage Compartment Monthly License Fees, if applicable, or Assessments from the due date thereof, together with all expenses, including late fees charged by the Board of Managers and attorneys' fees incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges, Storage Compartment Monthly License Fees, if applicable, or Assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges, Storage Compartment Monthly License Fees, if applicable, or Assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339aa thereof. A Unit Owner defaulting in payment of Common Charges, Storage Compartment Monthly License Fees, or Assessments shall not be permitted to vote at any regular or special meeting of Unit Owners.

Section 7. **Foreclosure of Liens for Unpaid Common Charges.** In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. **Statement of Common Charges and Assessments.** The Board of Managers, managing agent or manager shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges, including Assessments, due from such Unit Owner.

Section 9. **Abatement and Enjoinment of Violations by Unit Owners.** The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in these By-Laws: (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and (c) in any event charge the Unit Owner with the cost of reasonable legal and other fees and costs incurred in enjoining, abating or remedying such violation.

Section 10. **Maintenance and Repairs.**

a. All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except the painting of the exterior side of the Unit's entrance door), windows (except the painting of the exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning units, together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related

ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owners(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, individual Unit Owner shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning or other mechanical equipment, if any.

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

c. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Limited Common Element) or the Non-Residential Unit Owners, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iii) by the Board of Managers at the sole cost and expense of the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Limited Common Element) or the Non-Residential Unit Owners, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (iv), at the election of the Board of Managers, by the Board of Managers or the individual Unit Owner, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect.

d. Promptly upon obtaining knowledge thereof, each Unit Owner shall report in writing delivered by mail to the Board of Managers or to the Managing Agent any defect or need for repairs for which the Board of Managers is

responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall (i) comply with all applicable law and building codes; (ii) shall not unreasonably disturb or interfere with any Unit Owners or tenants and occupants of any Units; and (iii) shall not affect the structural integrity of the Building.

e. Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any balcony, terrace, roof, or other part of the Property exposed to the elements) by the Unit Owner or the Board of Managers, whichever is responsible for the maintenance thereof as set forth herein (the cost of debris and snow removal from the sidewalks in front of the residential lobbies and the common roof terrace located at the main roof of the Building shall be a Residential Common Expense and shall only be the responsibility of the Board of Managers; the Non-Residential Unit Owners shall only be responsible for the cost of removing debris and snow from the sidewalks directly in front of the entrances and from the entire sidewalk which is adjacent to their respective Non-Residential Units; and such Unit Owner or the Board of Managers, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of the Building shall be a Residential Common Expense. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his Unit.

Section 11. **Restrictions on Use of Units**. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

a. The Residential Units shall be used only for general residential use (Use Group 2), except that a Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental

authorities having jurisdiction. Any Residential Unit may also be used as a professional office by a resident thereof, provided such professional use does not violate zoning regulations and provided further that the prior consent of the Board of Managers to such professional use is obtained.

Notwithstanding the foregoing, the Sponsor or Sponsor-designee shall have the right, without charge, (i) to maintain general and sales offices in one or more Units or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property; (ii) to have its employees, contractors and sales agents present on the Property; (iii) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to comply with its obligations.

Except as hereinafter provided, and subject to the conditions of the Special Permit, the Non-Residential Unit may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, including any grandfathering of prior uses.

Subject to being used for general residential use (Use Group 2), a Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner 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 Residential Unit Owner or permitted lessee; (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 as the primary occupant of the Residential Unit and is not being designated to use the Residential 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 short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

The Non-Residential Units may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that the Retail Unit may not be used for the

following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial establishment or other commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high worth collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes. The Community Facility Unit's use is limited to not-for-profit organizations, medical facilities and educational facilities serving the Community.

No sale, lease or sublease or use of all or any portion of the Non-Residential Units shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of the Non-Residential Units, or any part thereof, or to apply for or cause any amendment to the Building's certificate of occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or the Non-Residential Unit Owners, as applicable.

The Storage Compartments which are located at the cellar level of the Building may only be used for storage which is accessory to the Residential Units' use, including the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Storage Compartment by any Residential Unit Owner.

b. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In addition, no furniture, doormats, packages, or objects of any kind shall be placed in the lobbies,

public halls, public stairways, the elevators or any other part of the Common Elements (except for those areas designated as storage areas, if any) without the prior written consent of the Board of Managers. The lobbies, public halls, public stairways and elevators shall be used only for normal passage through them.

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

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

e. Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

f. With the exception of the Non-Residential Units, no portion of a Unit or other Limited Common Elements appurtenant thereto (other than the entire Unit, including the Limited Common Elements appurtenant thereto) may be rented.

The terms of sub-paragraph (b) of this Section 11 shall not apply to Sponsor or its designee for so long as there are any Unsold Units. So long as Sponsor owns any Unit, Sponsor or its designee shall have the right, without charge or limitation, to: (i) erect and maintain signs of any size or content determined by Sponsor or such designee, on or about any portion of the Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of the Building or adjacent to any entrance thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements, to sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the

Building expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Offering Plan.

Section 12. **Additions, Alterations or Improvements by Board of Managers.** Subject to the provisions of Section 3 of Article II of these By-Laws, whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements (but not maintenance) costing in excess of $10,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Charge. Any additions, alterations or improvements costing $10,000.00 or less may be made by the Board of Managers without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Section 13. **Additions, Alterations or Improvements by Unit Owners.** Except as provided below, no Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units, without prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer in writing 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 such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

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

and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 13 which require the consent of the Board of Managers in connection with a structural addition, alteration or improvement or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units shall not apply to Units owned by the Sponsor or its designee or the Non-Residential Unit Owners with respect to the Non-Residential` Units. Neither the Sponsor or its designee nor the Non-Residential Unit Owners with respect to the Non-Residential Units shall need such consent. All other provisions of this Section 13 shall apply to all Units.

For example, with respect to any structural addition, alteration or improvement to a Sponsor-owned Unit or the Non-Residential Units, such work shall be at the sole cost and expense of the Sponsor and/or its designee or the Non-Residential Unit Owners, and be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances. All work must be done by reputable contractors with adequate liability, property damage and workmen's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction). Any such additions, alterations or improvements, shall be maintained in their entirety by said Sponsor or its designee or the Non-Residential Unit Owners, who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by any structural alteration, addition or improvement, or due to improper design or construction of any structural alteration, addition or improvement. Additionally, the Sponsor and/or its designee or the Non-Residential Unit Owners shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with any services provided to such alteration, addition or improvement.

Notwithstanding anything to the contrary contained in this Section 13, however, Sponsor, any Sponsor-designee, or any partner of any entity affiliated directly or indirectly with Sponsor or the Non-Residential Unit Owners shall have the right, pursuant to the terms of Paragraphs 8 and 17 of the Declaration, without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers to (i) make any alterations, additions, improvements, or repairs in or to any Units owned by any of them whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of Units owned by any of them.

Non-structural alterations and improvements to Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers.

Notwithstanding anything to the contrary in this Section 13, no alteration shall be made by any Unit Owner which shall materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary certificate of occupancy ("TCO") or permanent certificate of occupancy ("PCO") for any Unit or the Building. Prior to the issuance of

the PCO for the Building, any Unit Owner desiring to perform such alterations, in addition to satisfying any other requirements of these By-Laws with respect to such alterations, must also notify Sponsor or its designee, in writing of the scope of the proposed alterations and satisfy the requirements of Sponsor or its designee and obtain the consent of Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. In furtherance thereof, a Unit Owner performing alterations, shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a TCO or PCO caused by alterations made by such Unit Owner. Nevertheless, the obligation to obtain the PCO remains with Sponsor and its principals. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the certificate of occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owners fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in these By-Laws.

Section 14. **Use of Common Elements and Facilities.** A Unit Owner shall not place or cause to be placed in the public halls and stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The lobbies, public halls and stairways or other common areas shall be used for no purpose other than for normal transit through them. The Sponsor and any Sponsor-designee shall have the right to use the Common Elements, without charge, for the purposes set forth in Section 11 of this Article VI and in conjunction with the Sponsor's or a Sponsor designee's exercise of the rights retained by Sponsor in the Condominium Declaration.

The Owner or Owners of any two (2) or more Units, which Units are the only Units serviced or benefitted by any General Common Elements or Limited Common Element adjacent or appurtenant to such Units (for example, the portion at the end of any hallway that is directly adjacent to any such Units located on opposite sides of such hallway will, with the consent of the Board of Managers (which consent will not be unreasonably withheld or delayed), have the right to use such General Common Elements or Limited Common Elements exclusively, as if it were a part of such Units (including the right, in the example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests will be made by reason thereof. In such an event, however, such Owner or Owners shall, at his or their sole cost and expense, both (i) operate, maintain and repair such General Common Element or Limited Common Element for so long as such Owner or Owners exercise such exclusive right of use and (ii) restore such General Common Element or Limited Common Element to its original condition, reasonable wear and tear excepted, after such Owner or Owners cease to exercise such exclusive right of use.

Further, the Board of Managers shall have the authority to promulgate additional rules regarding use of and access to the Storage Compartments and the procedures for assigning the Storage Compartment Licenses. As part of the sale of his Unit, or with regard to the sale of a

Storage Compartment License to another Residential Unit Owner, a Residential Unit Owner may transfer the Storage Compartment License to the Board of Managers which shall be authorized to reissue such Storage Compartment License to the new Residential Unit Owner or another Residential Unit Owner for such consideration as required by such sale.

Any Residential Unit Owner assigned a Storage Compartment in the Building will be required to execute a Storage Compartment License governing the use of the Storage Compartment. The Storage Compartment License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit, or (ii) the transfer of a Storage Compartment from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Compartment License and does not transfer same to another Residential Unit Owner, the rights to the Storage Compartment in question will devolve to the Board of Managers which shall have a right to issue a new Storage Compartment License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Compartments to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. The Storage Compartments are located on the cellar level of the Building and the Board cannot make any representations that the Storage Compartments will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Compartments. Residential Unit Owners who place items in the Storage Compartments do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with applicable Laws regarding the Storage Compartments, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction there over.

With regard to a Storage Compartment held by the Sponsor or a Sponsor-designee, the assignment or rental of a Storage Compartment held by Sponsor or a Sponsor-designee does not require the simultaneous ownership by such licensee of a Residential Unit. Further, regarding Storage Compartments held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor-designee may assign and/or rent its Storage Compartments to residents or non-residents in its sole discretion without charge and without the consent of the Board of Managers of the Condominium. However, a Storage Compartment License will only be sold by Sponsor or a Sponsor-designee to a Residential Unit Owner.

Section 15. **Right of Access**. A Unit Owner shall grant a right of access to his Unit and Storage Compartment(s), if applicable, to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit or Storage Compartment(s), if applicable, 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, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate,

whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI.

Section 16. **Rules of Conduct**. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Schedule A. Notwithstanding this provision, for as long as Sponsor or its designee remains the Owner of one (1) or more Units and/or holder or licensee of at least one (1) or more Storage Compartments, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect Sponsor or its designee without Sponsor's prior written consent. Additionally, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect the Non-Residential Units without the prior written consent of the Non-Residential Unit Owners affected.

Section 17. **Water Charges and Sewer Rents.** Water shall be supplied to all of the Residential Units and the Common Elements on the basis of one (1) or more meters for the Building. The Board of Managers shall pay, as a Residential Common Expense, all charges for water consumed in the Residential Units and in the Common Elements, including the General Common Elements, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. Any water and sewer bills received by a Residential Unit Owner shall immediately be rendered to the Board of Managers for payment. In no event shall the Board of Managers be responsible for loss of service to any Residential Unit, interest or penalties, due to a delay in paying such bills resulting from a Unit Owner not tendering a bill. Any interest or penalties due for such late payments will be an additional assessment to be paid by the Residential Unit Owner who failed to timely tender any bill. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Unit as of the date of closing of title to such Unit promptly after such charges shall have been billed.

Water consumption in the Non-Residential Units will be separately metered or submetered and the cost thereof shall be the sole expense of the Non-Residential Unit Owners.

Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the cost of water/sewer service provided to the General Common Elements. Such utility cost, including, but not limited to incidental water use in the cellar mechanical and utility areas, is expected to be *de minimis* as it pertains to the General Common Elements, as compared to water usage by the Residential Common Elements and Residential Units. Provided this cost remains *de minimis* as it pertains to the General Common

Elements, the Non-Residential Unit Owners shall have no obligation to contribute thereto and such cost shall remain a Residential Common Expense.

Section 18. **Electricity and Gas**. Electricity shall be supplied by the public utility company serving the area directly to each Unit through separate meters or submeters. Each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit to the public utility.

The electricity serving the Common Elements, including the General Common Elements, shall be metered by one (1) or more meters or submeters. The Board of Managers shall pay the bills for electrical consumption in the Common Elements, including the General Common Elements, as a Residential Common Expense.

However, notwithstanding anything to the contrary herein, electricity consumption by the common condensers shall be monitored by a power proportional distribution ("PPD") system that will measure consumption by each individual Residential Unit, and the Board of Managers shall bill each individual Unit Owner for his Unit's respective consumption, for which such Unit Owner shall be solely responsible. The role of the PPD system is analogous to that of a sub-meter for each Residential Unit as to electricity consumption by the one (1) or more common condensers which serve(s) such individual Unit.

Gas consumption for cooking and fireplaces, if any, in the Residential Units, or gas consumed for any other purpose, including for the emergency generator, central hot water heaters, and roof-mounted A/C units providing heating/ventilation to Residential Common Elements, shall be collectively metered by one (1) or more meters and shall be a Residential Common Expense of all of the Residential Unit Owners. Gas consumption in the Non-Residential Units will be separately metered or submetered and the cost thereof shall be the sole responsibility of the Non-Residential Unit Owners.

Heating and cooling for the Units will be provided by a split-type electrical heat pump system with roof-mounted condenser units. Additionally:

i. Heating for the residential lobby and vestibule area will be provided by ceiling-mounted air handler located at the residential lobby.

ii. Heating and cooling for the common recreational area on the second floor will be provided by a split-type heat pump unit located at the ceiling of the common recreational space.

iii. The vestibules off the stairs on the full-floor Residential Units as well as the corridors on the multi-unit floors will be heated by means of a roof-mounted A/C unit in accordance with NYC code.

iv. Heating for the stairwells will be provided with electric wall heaters located at the exit/entrance at the roof.

v. Supplementary toilet electrical heaters are provided in all bathrooms located at perimeter walls in the Residential Units.

vi. Heating for the other support spaces including water service room, sprinkler booster pump room, pump rooms, storage and utilities rooms, water service room and others will be provided by local electrical baseboard heaters.

Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity and gas service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and baseboard heating for the cellar mechanical and utility areas and gas for the emergency generator, are expected to be *de minimis* as they pertain to the General Common Elements, as compared to usage of such utilities by the Residential Common Elements and/or Residential Units measured by common meters. Provided these costs remain *de minimis* as they pertain to the General Common Elements, the Non-Residential Unit Owners shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense.

Section 19. **Review of Real Estate Tax Assessments**. It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining of such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining such refund, shall belong to and be incurred by the Sponsor alone.

Section 20. **Vault Charges.** All license fees and all periodic taxes and charges ("Vault Charges") for street vaults located in the common areas of the Building, if any, or other protrusions beyond the lot lines of the Building shall be paid by the Board of Managers as a Residential Common Expense.

ARTICLE VII

MORTGAGES

Section 1. **Notice to Board of Managers**. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. **Notice of Unpaid Common Charges**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. **Notice of Default**. The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers and shall accept cure of any default from each holder of a mortgage conveying a Unit in default.

Section 4. **Examination of Books**. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on reasonable notice to the manager, managing agent or Board of Managers on business days.

Section 5. **Notice of Changes to Units and/or Common Elements**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any proposed amendment to the Condominium Offering Plan, Declaration and/or By-Laws effecting a change in (i) the size or location of any Unit or the exclusive easement rights, if any, appertaining thereto; (ii) any change in the percentage of Common Interest of a Unit or Common Charges payable by a Unit Owner to the Condominium; (iii) any change in the number of votes each Unit Owner shall be entitled to cast at a meeting of Unit Owners; and (iv) any change to the restrictions on use of the Units or Common Elements.

Section 6. **Notice of Termination of the Condominium**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any proposed termination of the Condominium.

Section 7. **Notice of Condemnation or Casualty**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any taking in condemnation or by eminent domain or any casualty loss of a material portion of the Common Elements or a portion of any Unit on which there is a first mortgage.

Section 8. **Notice of Insurance**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to a mortgagee, there shall be implied mortgagee approval when a mortgagee fails to respond after sixty (60) days' written notice provided notice was delivered by certified or registered mail with a return receipt requested.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1. **Sales and Leases.** No Unit Owner other than the Sponsor or a Sponsor-designee or the Non-Residential Unit Owners may sell or lease his Unit or any interest therein except by complying with the provisions below. Sponsor or a Sponsor-designee or the Non-Residential Unit Owners need not comply with such provisions. Sponsor or a Sponsor-designee or the Non-Residential Unit Owners shall have the right, without the payment of any fees or charges to the Board of Managers or the Managing Agent, to sell its Unit(s) or lease its Unit(s), or, in the case of the Non-Residential Unit, lease any part thereof, without the Board of Managers having any right of first (1st) refusal to purchase or lease such Unit, and all sale and/or rental proceeds shall belong solely to such Sponsor or Sponsor-designee or the Non-Residential Unit Owners, as the case may be. However, any deed or lease made by a Sponsor or a Sponsor-designee or the Non-Residential Unit Owners with respect to a Unit as grantor or lessor, in the Building, shall provide that acceptance thereof by the grantee or lessee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as same may be amended from time to time.

With regard to a Storage Compartment held by the Sponsor or a Sponsor-designee, the assignment or rental of a Storage Compartment held by Sponsor or a Sponsor-designee does not require the simultaneous ownership by such licensee of a Residential Unit. Further, regarding a Storage Compartment held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor designee may assign and/or rent its Storage Compartment to residents or non-residents in its sole discretion without charge and without the consent of the Board of Managers of the Condominium. However, a Storage Compartment License will only be sold by Sponsor or a Sponsor-designee to a Residential Unit Owner.

Except as provided immediately above, any Unit Owner who receives a bona fide offer for the sale of his Unit together with: (i) the undivided interest of the Common Elements and any Limited Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Condominium, as defined in the Declaration, (hereinafter collectively called the "Appurtenant Interests"); or a bona fide offer for a lease of his Unit; (hereinafter called an "Outside Offer"), which he intends to accept, shall give notice by certified or registered mail to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide

in all respects. Within twenty (20) days after receipt of such notice, the Board of Managers may elect, by notice given within five (5) days after making such election, and in any event, within said twenty (20) day period, to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or a lease shall be executed at the office of the attorneys for the Condominium in accordance with the terms of such offer but in no event less than forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner, if such Unit, together with the Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event the Board of Managers or its designee fail to notify the offering Unit Owner of its decision to accept such offer within twenty (20) days after receipt of notice as aforesaid or notify the offering Unit Owner within said period of its decision not to accept such offer, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within thirty (30) days after the expiration of the twenty (20) day period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to any Outside Offeror shall provide that acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, and that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease for Units shall be the then current form of lease recommended by or The Real Estate Board of New York, Inc. ("REBNY"), with such modifications as shall be approved in writing by the Board of Managers. In the event the offering Unit Owner shall not, within such thirty (30) day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and

conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such thirty (30) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1 of this Article VIII.

Any purported sale or lease of a Unit and/or any purported assignment or transfer of a Storage Compartment License in violation of this section shall be voidable at the election of the Board of Managers.

Further, for eighteen (18) months subsequent to the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale or resell the Unit. This provision is to survive closing of title to the Unit. Any purported sale or lease of a Unit in violation of this provision shall be voidable at the election of the Sponsor or its designee, as the case may be.

The right of first refusal contained in Article VIII hereof will not pertain to and will not adversely affect the rights of a mortgagee or its assignee: (a) to foreclose or take title (by itself or in an affiliate) to a condominium Unit pursuant to the remedies in the mortgage; (b) to accept a deed or assignment in lieu of foreclosure (to itself or an affiliate) in the event of a default by mortgagor; (c) to sell or lease a Unit acquired by the mortgagee, its affiliate or assignee; or (d) in connection with a foreclosure sale transaction.

Section 2. **Consent of Unit Owners to Purchase or Lease of Units by Board of Managers**. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners.

Section 3. **No Severance of Ownership**. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one (1) or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 4. **Release by Board of Managers of Right of First Refusal**. The right of first (1st) refusal contained in Section 1 of this Article VIII may be released or waived by the Board of Managers, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

Section 5. **Certificate of Termination of Right of First (1st) Refusal.** A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner, or have been duly waived by the Board of Managers and the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers in favor of all persons who rely thereon in good faith. Such certificates shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon request.

Section 6. **Financing of Purchase of Units by Board of Managers.** Acquisition or lease of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the working capital and Common Charges in the possession of the Board of Managers, or, if such funds are insufficient, the Board of Managers may levy a Special Assessment against each Unit Owner, other than the offering Unit Owner, in proportion to his ownership in the Common Elements, as a Common Charge, which Assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article VI, or, the Board of Managers, in its discretion, may borrow money to finance the acquisition or lease of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers. Notwithstanding the above, no Assessment may be levied under this Section 6 against any mortgagee who has acquired title to a Unit, whether by foreclosure or deed in lieu thereof.

Section 7. **Exceptions.** The provisions of Section 1 of this Article VIII shall not apply with respect to the right of first refusal pertaining to any sale or conveyance or lease by a Unit Owner of his or her Unit, together with the Appurtenant Interests, to his or her spouse or to any of his or her children or to his or her parent or parents or to his or her brothers or sisters, or any one (1) or more of them, or to any Unit owned by the Sponsor or a Sponsor-designee or a Non-Residential Unit Owner, or to the acquisition or sale of any Unit, together with the Appurtenant Interests, by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchaser of a Unit from a mortgagee.

Section 8. **Gifts and Devises, etc.** Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction.

Section 9. **Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Managers or its Designee, on Behalf of All Unit Owners as Tenants in Common.** In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 10. **Payment of Common Charges and Assessments.** No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid Common Charges and Assessments

theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 11. **Mortgage of Units.** No Residential Unit Owner shall mortgage his Unit, except by a first and/or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the Sponsor, Sponsor-designee, or to the seller of the Unit. Any such mortgage shall be substantially in the form on file with the Board of Managers, except for such changes or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. Prior to or simultaneously with the closing of any mortgage, the Unit Owner must satisfy all arrearages for unpaid Common Charges or Assessments and discharge any liens therefor. Sponsor, Sponsor's-designee or the Non-Residential Unit Owners may encumber his Unit with a mortgage or mortgages without being subject to the aforementioned restrictions.

Section 12. **Fees and Charges.** The Board of Managers shall have the right to require the Residential Unit Owner who is selling or is a prospective lessor to pay a fee to the Board of Managers and/or the Managing Agent to cover reasonable legal and other expenses of the Board of Managers and the Managing Agent in connection with the sale or lease of a Residential Unit pursuant to the provisions of this Article VIII except such charges and fees shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or a Non-Residential Unit Owner. Any other fees in connection with the sale or lease of a Residential Unit may only be enacted by action of Unit Owners, except any such fee shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or a Non-Residential Unit Owner.

ARTICLE IX

CERTAIN REMEDIES

Section 1. **Self Help.** If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair, or replace his or her Unit or its appurtenant Limited Common Elements pursuant to the terms of Article VI hereof, and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Board of Managers, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five (5) day period and, thereafter, to prosecute such cure with due diligence to completion), the Board of Managers shall have the right to enter such Unit

Owner's Unit and/or its appurtenant Limited Common Elements and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Board of Managers shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Board of Managers may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 2. **Abatement and Enjoinment.**

a. In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, the Board of Managers shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

b. The violation or breach of any of the terms of the Condominium Documents with respect to any of the rights, easements, privileges, or licenses granted to Sponsor or its designee shall give to Sponsor or such designee the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 3. **Remedies Cumulative**. The remedies specifically granted to the Board of Managers or to the Sponsor or its designee in this Article IX or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one (1) time or at different times, concurrently or in any order, in the sole discretion of the Board of Managers or Sponsor or such designee, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 4. **Costs and Expenses**. All sums of money expended, and all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees, by (i) the Board of Managers in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 1 or paragraph (a) of Section 2 hereof or (ii) Sponsor in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (b) of Section 2 hereof, shall be immediately payable by such Unit Owner to the Board of Managers in the event set forth in subparagraph (i) hereof or by the offering party (i.e., the Board of Managers or the Unit Owner) to Sponsor, in the event set forth in subparagraph (ii) hereof, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent (2%) per month, but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law. All sums payable by a Unit Owner to the Board of Managers pursuant to the terms of this Section 4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE X

CONDEMNATION

Section 1. **Condemnation.** In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to $100,000.00 or less, and to the Insurance Trustee, if any, if such award amounts to more than $100,000.00. If seventy-five percent (75%) or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, if any, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, if any, 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 seventy-five percent (75%) or more of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

If a portion of any Unit shall be taken in condemnation or by eminent domain and the Condominium shall not be terminated, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Common Elements after such taking bears to the total floor area of such Unit and its appurtenant Limited Common Elements prior to such taking. The Board of Managers shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Unit, and, in the event of a taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Board of Managers and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

ARTICLE XI

RECORDS

Section 1. **Records and Audits.** The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of

receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, it is the obligation of the Board of Managers of the Condominium to give to all Unit Owners annually, the following:

(a) The financial statement of the Condominium prepared by a certified public accountant or, public accountant by March 15th of each calendar year for the prior fiscal year;

(b) Prior notice of the annual Unit Owner's meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium, within ten (10) days prior to the date set for adoption thereof by the Board of Managers.

ARTICLE XII

MISCELLANEOUS

Section 1. **Invalidity**. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. **Captions**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3. **Gender**. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. **Waiver**. No restriction, condition, obligation, or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. **Insurance Trustee**. The Insurance Trustee, if selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of fifteen (15) or more Unit first mortgages). In the event that the Insurance Trustee shall resign, the new Insurance Trustee shall also be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of ten (10) or more Unit first mortgages). The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense of the Condominium.

Section 6. **Definition of "Mortgagee".** As used in these By-Laws, the term "mortgagee" or "holder of a first mortgage" shall include the holder of any construction loan mortgage which shall be a lien on a unit.

Section 7. **Nondisturbance Agreement.** At the request of the Non-Residential Unit Owners, the Board shall execute and deliver to any tenant of such Non-Residential Unit Owners an agreement providing in substance that so long as any lease pursuant to which such tenant occupies space in the Building is in full force and effect and there is no default by said tenant thereunder after notice and the expiration of any applicable grace period, and provided said tenant attorns to and recognizes the Board (or any successor thereto) as tenant's landlord pursuant to its lease (and executes and delivers any instrument which the Board or its successor may reasonably request to evidence such attornment), that the rights of tenant under its lease and the possession of tenant shall not be affected or disturbed and said lease shall not terminate as a result of any foreclosure or other action pursuant to the Declaration and By-Laws to obtain possession of a Non-Residential Unit by the Board.

Section 8. **Intentionally Omitted.**

ARTICLE XIII

AMENDMENTS TO THE BY-LAWS

Section 1. **Amendment to By-Laws.** These By-Laws may be modified or amended by the vote of sixty-seven percent (67%) in number and in Common Interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose. However, for as long as Sponsor or its designee remains the Owner of one (1) or more Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be amended or modified in any way so as to adversely affect Sponsor or its designee, in the sole discretion of Sponsor or its designee, as the case may be, without the prior written consent of Sponsor or its designee. Additionally, the By-Laws, including the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect (i) the Non-Residential Units or the Non-Residential Unit Owners without the prior written consent of the Non-Residential Unit Owners, or (ii) the lien of any mortgage without the prior written consent of the mortgagee.

Notwithstanding anything contained herein, Sponsor hereby reserves itself and its designee(s) the right to amend these By-Laws at any time without the requirements of a vote and without the approval or consent of the Board of Managers, any Unit Owners or mortgagees of any Unit Owners for the sole purpose of conforming the By-Laws to the requirements of applicable state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not limited to, HUD Revised Legal Policy which is attached as appendix 24 of the HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing.

ARTICLE XIV

CONFLICTS

Section 1. **Conflicts**. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE XV

ARBITRATION

Section 1. **Procedure**. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a preceding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one (1) arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least five (5) members whose principal office is located in the City of New York.

Section 2. **Variation by Agreement**. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. **Binding Effect**. The decision in any arbitration conducted pursuant to the terms of Sections 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. **Costs and Expenses**. The fees, costs and expenses of the arbitrator shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

SCHEDULE A

ADDENDUM TO THE BY-LAWS OF THE CONDOMINIUM OF THE PREMISES KNOWN AS 1790 THIRD AVENUE CONDOMINIUM 1790-1792 THIRD AVENUE NEW YORK, NEW YORK 10029

RULES AND REGULATIONS

1. The Residential Units may be used only for general residential use (Use Group 2), except that a Residential Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers.

Subject to being used as general residential use (Use Group 2), a Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner 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 Residential Unit Owner or permitted lessee; (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 as the primary occupant of the Residential Unit and is not being designated to use the Residential 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 short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

The Retail Unit may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that the Retail Unit may not be used for the following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial establishment or other

commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high-worth collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes.

The Community Facility Unit's use is limited to not-for-profit organizations, medical facilities and educational facilities all serving the community.

No sale, lease or sublease or use of all or any portion of the Non-Residential Units shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of the Non-Residential Units, or any part thereof, or to apply for or cause any amendment to the Building's certificate of occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or the Non-Residential Unit Owners, as applicable. The Community Facility Unit's use is limited to not-for-profits organizations, medical facilities and educational facilities serving the Community.

Any Owner of the Non-Residential Units and any tenants of such Unit pursuant to the terms of any leasing pertaining thereto, shall have the right, without charge or limitation, and without the consent of the Board of Managers, to install, repair, replace and maintain either within or in the immediate location of such Unit below the windows at the second (2nd) floor level and on the sidewalk adjacent to such Non-Residential Units' entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes. Additionally, the Owners of the Non-Residential Units, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without the consent of the Board of Managers, to install, or erect, repair, replace and maintain in the immediate location of such particular Unit below the windows at the second (2nd) floor level, but not to interfere with the entrance of any other Unit, a canopy and/or awning for advertising or identification purposes or an automatic teller machine ("ATM") to be used in conjunction with the use of the Unit. Such Unit Owners and any tenants of space in the Unit shall comply with all of the laws, orders and rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Non-Residential Unit Owners or their tenants shall obtain and pay for all permits required for such signs, canopy and/or awning/ATM and any necessary renewal fees. The Non-Residential Unit

Owners or their tenants shall obtain and pay for all permits required for such equipment and any necessary renewal fees. Such Unit Owners shall also have the right without consent of the Board of Managers, charge or limitation, to install, repair, replace and maintain window protection devices. Such Unit Owners and any tenants of space in the Non-Residential Units shall comply with all the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. Such Unit Owners or their tenants shall obtain and pay for all permits required for such installation and any necessary renewal fees related thereto.

The Storage Compartments which are located at the cellar level of the Building may only be used for storage which is accessory to the Residential Units' use, including the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Storage Compartment by any Residential Unit Owner.

2. Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit therein or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale," "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one (1) or more vacant and unsold Units in the Building as a sales office and/or model Unit(s). Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

3. 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.

4. Unless expressly authorized by the Board of Managers in each instance, not less than eighty percent (80%) of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

5. No window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which

approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Non-Residential Unit, be colored or painted.

6. No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit, unless otherwise required by law, 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, unless such installation is required by law, nor shall anything be projected out of any window of any Residential Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

7. No exterior of any Residential Unit, including the windows or doors thereof, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

8. No plantings shall be permitted on any exterior surface of the Building adjacent to a Unit without the prior written consent of the Board of Managers.

9. No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Residential Unit Owner. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements, which are not limited to the exclusive use of a specific Residential Unit Owner. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his Unit or to add an additional lock, provided that such lock conforms in color with the other lock or locks and a copy of the new key is provided to the Board of Managers.

10. No Residential 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 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 Residential 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, stereo, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight 12:00 A.M. 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 Residential 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 Residential 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.

11. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, or any terrace or balcony, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows, or open areas, or placed upon the window sills of the Building.

12. Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

13. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Each Unit Owner shall comply with all requirements of law and regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "nonrecyclable" materials. The Board of Managers may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against the Unit Owner of recycling requirements imposed by law or by the Board of Managers, including (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any governmental agency shall be payable by the Unit Owner as additional Common Charges.

14. Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

15. Except for Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. However, notwithstanding the above, no Unit Owner shall be permitted

to have a pit bull terrier or similar type dog which has shown vicious propensities without express prior written permission of the Board of Managers. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

16. Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

17. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

18. The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

19. No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any heating, electrical or mechanical equipment area without the express permission of the Board of Managers.

20. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

21. No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit, except that the Owner of the Non-Residential Unit may install and use extra equipment in the risers and conduits servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

22. No Residential Unit Owner shall use or permit to be brought into the Building any flammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the written consent of the Board of Managers.

23. Except as provided above, the Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

24. Any damage to the Building or equipment caused by Unit Owners, Unit Owner's family members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

25. Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

26. No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

27. Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes except for the Storage Compartments, and maintenance storage, unless specifically designated as such; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon, except if a use of any Non-Residential Unit shall increase the rate of hazard and liability insurance for such area and improvements situated thereon, the Owner of such Non-Residential Unit shall pay the increase.

28. Except as otherwise provided for in the Condominium Declaration and/or By-Laws, the sidewalks, entrances, passages, public halls, 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.

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

30. There shall be no playing or lounging in the entrances, passages, public halls, corridors, stairways of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Board of Managers.

31. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements, but excluding Residential Limited Common Elements, devoted to storage, recreation, or service purposes in the Building.

32. Nothing shall be done or 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.

33. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one (1) 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.

34. The Board of Managers or the Managing Agent shall retain a pass-key to each Unit and Storage Compartment. No Residential Unit Owner shall change any lock on any door leading into his Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit promptly after such Unit Owner moves into his Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Residential Unit for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

35. 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 be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

36. No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

37. The use of the (i) common rear yard and/or common area located at the second floor of the Building, (ii) residential storage areas located at the cellar level, and (iii) bicycle room located at the cellar level of the Building, by any of the Residential Unit Owners shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion.

38. The use of the bicycle room, common rear yard and/or recreational area located on the second floor of the Building, including any and all equipment located therein, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any equipment.

39. 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 Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

40. Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (1) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.

41. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the non-public areas of the main roofs of the Building.

42. Plantings on any balcony or terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches (2") from the balcony or terrace surfaces, and, if adjoining a wall, at least three inches (3") from such wall. Suitable weep holes shall be provided in the boxes to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such balcony or terrace, but shall stand on supports at least two inches (2") 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. There shall be no blockage of drainage on any terrace by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered

necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers.

43. 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 Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

44. The Rules and Regulations of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit unless agreed to by Sponsor or a Sponsor-designee, as the case may be, or to the Non-Residential Units unless agreed to by the Non-Residential Unit Owners.

PUNCHLIST INSPECTION STATEMENT

Date: _____

1790-1792 Third Avenue LLC
c/o Joseph Moshkovsky, CPA
747 Third Avenue, 4th floor
New York, NY 10017-2803

RE: 1790 Third Avenue Condominium
Unit #____: 1790-1792 Third Avenue
New York, NY 10029

Gentlemen:

As a result of my/our final inspection, please be advised that the following items need either completion, adjustment or repair:

ITEM

1. _____
2. _____
3. _____
4. _____
5. _____

I/we understand that certain items, as set forth in the Offering Plan, are not the responsibility of Sponsor. I/we also understand that to prevent pilferage certain items such as medicine cabinet doors, shower heads, toilet seats and bifold door knobs,

_____
_____
_____
_____
will be installed just prior to my/our date of moving.

_____ Purchaser's signature

_____ Purchaser's signature

_____
Seller's Representative

1790 Plan

ESTIMATE OF POST-CONSTRUCTION ASSESSMENT

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

August 8, 2017

1790-1792 Third Avenue LLC
C/O Joseph Moshkovsky, CPA
747 Third Avenue, 4th floor.
New York, NY 10017-2803

RE: The Cereza
Aka 1790 Third Avenue Condominium
1790-1792 Third Avenue
New York, NY 10029
Block & Lot: 1627-35

Fifty Two (52) Residential condo Units
One (1) Retail Unit
One (1) Community Facility Unit

Dear Sir/s:

As you have requested, we provided our opinion with respect to determining the projected Annual Assessment and tax liabilities in regard to the above captioned real property according to our experience.

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

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

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

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

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

In reference to the subject premises, the proposal is to construct a mixed use building containing of 52 residential units, 1 retail unit and 1 community facility unit. Based on assessment guidelines, The NYC DOF Surveyor's Office classifies the residential units as a tax class two (2) and the non residential units as tax class 4 and thus levy the assessed value on a 45% rate of the market value.

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

The Department of Finance has already determined the actual assessed valuation for tax year 2017/2018. The entire property as under construction is classified as tax class 2.
See exact figures below;

2017/2018 TAX YEAR

Component	Area (Square Feet)	Assessed Value	Tax Rate	Real Estate Tax
All Condominium Areas	36,094	$54,000	12.892%	$6,962

2018/2019 TAX YEAR

Component	Area (Square Feet)	Assessed Value	Tax Rate	Real Estate Tax
Residential Condominiums	32,457	$2,856,216	12.892%	$368,223
Non Residential Condominium	3,637	$363,700	10.574%	$38,458
Total	36,094	3,219,916		$406,681

ESTIMATED TAXES FIRST YEAR OF CONDOMINIUM OPERATION

50.00% of year 2017/2018 and 50.00% of year 2018/2019	Real Estate Tax
Residential Condominiums	$187,248
Non Residential Condominium	$19,574
Total	**$206,822**

The tax burden for the entire project is $6,962 for tax year 2017/2018.

Upon completion of assessment of tax year 2018/2019, the tax burden for the residential component is forecasted to be $368,223 and the tax burden for the nonresidential component is forecasted to be $38,458.

The assessed values and tax liabilities for tax years 2017/2018 are calculated for the entire project as all areas, residential and nonresidential, are still classified as tax class 2.
However, for tax year 2018/2019 and going forward the assessed values will be configured separately upon the residential and non-residential areas, tax classes 2 and 4 respectively and tax liabilities will be calculated according to the tax rates designated to the specific tax class.
In general, assessed values and subsequently tax liabilities are higher for nonresidential areas versus residential areas.

The first year of condominium operation will begin in January 2018 and end in December 2018.
Taxes for the first year of condominium operation will be comprised of the taxes due for the 2017/2018 tax year (6 months) and 50.00% of the taxes due for the 2018/2019 tax year.

Tax year 2017/2018 is from July 1, 2017 until June 30, 2018.
Tax year 2018/2019 is from July 1, 2018 until June 30, 2019.

The blended taxes for the first year of condominium operation are forecasted at $187,248 for the residential units and $19,574 for the nonresidential units.

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

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

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

Abatement percentages are shown in the following table:

Average Assessed Value	Benefit Amount Per Year			
	2014/2015	2015/2016	2016/2017	2017/2018
$50,000 or less	28.1%	28.1%	28.1%	28.1%
$50,001 - $55,000	25.2%	25.2%	25.2%	25.2%
$55,001 - $60,000	22.5%	22.5%	22.5%	22.5%
$60,001 and above	17.5%	17.5%	17.5%	17.5%

Requirements

- The co-op or condo unit must be the owner's primary residence.
- You must have purchased the unit on or before January 5 to qualify for the abatement for the upcoming tax year. If the unit was purchased after January 5, you can apply for the next tax year.
- Co-op or condo owners cannot own more than three residential units in any one development and one of the units must be the owner's primary residence.

- Property must be classified as a Class 2 property.
- Co-op or condo owners cannot be receiving any of the following exemptions or abatements:
  - J-51
  - 420c, 421a, 421b, or 421g
  - Cooperative properties are not eligible for the Clergy exemption.

  The co-op or condo property cannot be:

  - a Housing Development Fund Corporation (HDFC);
  - a Limited Divided Housing Companies, Redevelopment Company;
  - a Mitchell-Lama Building or;
  - in the Division of Alternative Management Programs (DAMP) Program.

- Units owned by a business (LLC) are not eligible.
- Units held by sponsors or their successors in interest are not eligible.
- Units owned by a trust are eligible only if the unit is the primary residence of the beneficiary of the trust, trustee, or life estate holder.

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

Sincerely yours,

Martin Joseph

Martin Joseph
Metropolitan Realty Exemptions, Inc.

B-18

ESCROW AGREEMENT

ESCROW AGREEMENT, dated as of _____ 2016, by and among 1790-1792 Third Avenue LLC ("Sponsor") having an office c/o Joseph Moshkovsky, CPA, 747 Third Avenue, 4th floor, New York, NY 10017-2803, and the Board of Managers of the Condominium known as "1790 Third Avenue Condominium" (the "Board of Managers"), with an office at 1790-1792 Third Avenue, New York, NY 10029.

WHEREAS, pursuant to the terms of the Offering Plan for the conversion to condominium ownership of the premises located at 1790-1792 Third Avenue, New York, NY 10029, each Unit Owner is obligated to pay the real estate taxes attributable to his or her condominium unit during such Unit Owner's period of ownership, despite the fact that the condominium units may not yet have been separately assessed as independent tax lots.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. That until a separate assessment for each condominium unit has occurred, the Sponsor, as the Unit Owner of the Units it owns, shall pay, or shall cause its mortgagee to pay, to the Board of Managers on January 1st and July 1st of each year, or quarterly if required, an amount equal to one-half (1/2) or one-quarter (1/4), as the case may be, the result obtained by multiplying such Unit's percentage of Common Interest which the Unit comprises in the Condominium by the aggregate annual real estate taxes

assessed against the tax lot(s) comprising the entire Property for the fiscal year in which such January 1st and July 1st dates occur.

2. The Board of Managers hereby agrees to place any amounts paid by Sponsor as Unit Owner and/or its mortgagees in a special, segregated escrow account in a savings institution or commercial bank of its choice until such real estate taxes are due and payable, at which time the Board of Managers shall have such funds paid to the City of New York.

3. The Board of Managers shall receive no compensation for its services to be performed hereunder.

Agreed:

The Board of Managers of
1790 Third Avenue Condominium

By:_____
Name:
Title: President

1790-1792 Third Avenue LLC

By:_____
Name: Yoram Avner
Title: Authorized Signatory



CERTIFICATION BY SPONSOR AND PRINCIPALS
PURSUANT TO SEC. 20.4(b)
OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED

New York State Department of Law
120 Broadway, 23rd Floor
New York, New York 10271
Attn: Real Estate Finance Bureau

Re: 1790 Third Avenue Condominium
1790-1792 Third Avenue
New York, NY 10029

he undersigned certify as follows:

We are the Sponsor and the active principals, officers and/or members of 1790-1792 Third Avenue LLC, a Delaware limited liability company duly authorized to transact business in the State of New York, which is the Sponsor of the condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for making this certification. We jointly and severally certify that the Offering Plan does, and that all documents submitted hereafter by us which amend or supplement the Offering Plan will:

(1) set forth the detailed terms of the transaction and be complete, current and accurate;

(2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(3) not omit any material fact;



(4) not contain any untrue statement of a material fact;

(5) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(6) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(7) not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representations or statement made.

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:

Sworn to before me this _____
day of _____, 2017

1790-1792 Third Avenue LLC

_____
Notary Public

By:_____
Yoram Avner, Authorized Signatory

PRINCIPALS OF SPONSOR:

Sworn to before me this _____
day of _____, 2017

_____
Notary Public

_____
Yoram Avner



New York State Department of Law
Attn: Real Estate Finance Bureau
Page 3

Sworn to before me this _____
day of _____, 2017

_____
Notary Public

_____
Udi Gilboa

Serial 17/2017C
Form No. 1

מספר סידורי 17/2017ג
טופס מס' 1

AUTHENTICATION OF SIGNATURE

אימות חתימה

I the undersigned Shay Ben-Natan Notary at 41-45 Rothschild Blvd. Tel-Aviv hereby certify that on 06/02/2017 there appeared before me at my office Mr. Ehud Moshe Gilboa, whose identity was proved to me by Identity Booklet 022513659 issued by the Ministry of Interior at Ramat Gan on 15/11/2010 and Mr. Avner Yoram, whose identity was proved to me by Identity Booklet 059848457 issued by the Ministry of Interior at Rishon Lezion on 07/06/2010 and signed of their own free will the attached document marked A1-A3.

In witness whereof I hereby authenticate the signature of Mr. Ehud Moshe Gilboa and Mr. Avner Yoram by my own signature and seal this 06/02/2017

(Signature)

נוטריון בן-נתן שי BEN-NATAN SHAY NOTAIRE NOTARY

Notary's seal

Notary fee 65 NIS (not including VAT)

אני הח"מ שי בן-נתן נוטריון בשדרות רוטשילד 41-45 תל אביב מאשר כי ביום 06/02/2017 ניצבו לפני במשרדי מר אחוד משה גלבוע שזהותו הוכחה לי על פי תעודת זהותו מספר 022513659 שהוצאה על ידי משרד הפנים ברמת גן ביום 15/11/2010 ומר אבנר יורם שזהותו הוכחה לי על פי תעודת זהותו מספר 059848457 שהוצאה על ידי משרד הפנים בראשון לציון ביום 07/06/2010 וחתמו מרצונם החופשי על המסמך המצורף והמסומן באות/מספר A1-A3.

ולראיה הנני מאמת את חתימתם של מר אהוד משה גלבוע ושל מר אבנר יורם בחתימת ידי ובחותמי, היום 06/02/2017

חתימה

נוטריון בן-נתן שי BEN-NATAN SHAY NOTAIRE NOTARY

שכר נוטריון 65 ₪ (לא כולל מע"מ)

CERTIFICATION OF SPONSOR'S ARCHITECT PURSUANT TO SEC 20.4(c) OF PART 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

New York State Department of Law
120 Broadway, 23rd floor
New York, New York 10271
Attn.: Real Estate Finance Bureau

Re: THE CEREZA
1790 Third Avenue Condominium
Premises: 1790-1792 Third Avenue
New York, NY 10029

The Sponsor of the Offering Plan to convert the captioned Property to condominium ownership retained our firm, IBI Group - Gruzen Samton Architects Engineers Landscape Architects a NY General Partnership, to prepare a report describing the construction of the Property (the "Report"). We examined the building plans and specifications that were prepared by IBI Group- Gruzen Samton, dated December 21st, 2016, and prepared the Report dated July 17th, 2017, a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report.

We are registered architects in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This Certification is made for the benefit of all persons to whom this offer is made.

We certify that to the best of our knowledge information and belief 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 construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that 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; and

(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 representations or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing this Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

IBI Group – Gruzen Samton Architects Engineers
Landscape Architects a NY General Partnership

By: _____
Susan Helene Wright, Principal

Sworn to before me this
2nd day of August, 2017

_____
Notary Public

LARISSA BEADY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/18/2021

REGISTERED ARCHITECT
SUSAN HELENE WRIGHT
Seal
028925-1
STATE OF NEW YORK

Douglas Elliman
PROPERTY MANAGEMENT

CERTIFICATION BY EXPERT OF THE

ADEQUACY OF SCHEDULES B AND B-1

PURSUANT TO TITLE 13, SECTION 20.4(d) OF PART 20

OF THE REGULATIONS ISSUED PURSUANT TO

GENERAL BUSINESS LAW, ARTICLE 23-A,

AS AMENDED.

New York State Department of Law

120 Broadway, 23rd Floor

New York, New York 10271

Attn: Real Estate Finance Bureau

Re: 1790-1792 THIRD AVENUE CONDOMINIUM

1790-1792 Third Avenue

New York, New York 10029

The Sponsor of the condominium offering plan for the captioned property retained our firm, Residential Management Group, LLC d/b/a Douglas Elliman Property Management ("Firm") to review Schedules B and B-1, containing projections of income and expenses for the first year of condominium operation.

The principals of our firm have been in the real estate management business for a period in excess of fifty (50) years. We currently manage and in the past have managed residential buildings which are operated in the cooperative or condominium form of ownership, many of which contain commercial units.

Some of the properties that we manage or have managed are as follows:

150 Charles Street

10 Madison Square West

33 East 74th Street

40 Bleecker Street

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 Schedules B and B-1 and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. We also have relied on 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 Schedules B and B-1:

(i) set forth in detail the projected income and expenses 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 first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations 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.

By: John Janangelo

Executive Vice President

Sworn to before me this

17 day of April, 2017

M. Bass

Notary Public

MELISSA ANN BASS
Notary Public, State of New York
No. 01BA6231808
Qualified in Kings County
Commission Expires 11-29-2018

675 Third Avenue, 6th Floor, New York, New York 10017

212-692-8390

Douglas Elliman
PROPERTY MANAGEMENT

CERTIFICATION BY EXPERT

ON ADEQUACY OF COMMON CHARGES

PAYABLE BY THE NON-RESIDENTIAL UNIT OWNERS

PURSUANT TO TITLE 13, SECTION 20.4(e) OF PART 20 OF

THE REGULATIONS ISSUED PURSUANT TO

GENERAL BUSINESS LAW ARTICLE 23A, AS AMENDED

New York State Department of Law

120 Broadway, 23rd Floor

New York, New York 10271

Attn: Real Estate Finance Bureau

Re: 1790-1792 THIRD AVENUE CONDOMINIUM

1790-1792 Third Avenue

New York, New York 10029

The undersigned certifies as follows:

The Sponsor of the condominium Offering Plan for the captioned property retained our firm, Residential Management Group, LLC d/b/a Douglas Elliman Property Management ("Firm") to review Schedule B, which includes projections of common charges payable by the owners of the commercial units at the captioned premises (hereinafter the "Non-Residential Units").

The principals of our firm have been in the real estate management business for a period in excess of fifty (50) years. We currently manage and in the past have managed residential buildings which are operated in the cooperative or condominium form of ownership, many of which contain commercial units.

Some of the properties that we manage are as follows:

150 Charles Street

10 Madison Square West

33 East 74th Street

40 Bleecker Street

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Commercial Units listed in Schedule B.

We have reviewed Schedule B as it impacts upon the Commercial Units 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 and commercial buildings, including residential buildings which contain commercial units.

We certify that the projections in Schedule B for common charges payable by the owner of the Non-Residential Units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such Non-Residential Units for the projected first year of condominium operation, and that the allocation of common charges attributable to the Non-Residential Units also reflects special or exclusive use or availability or exclusive control of particular common areas as set forth in the Offering Plan.

We certify that the estimates in Schedule B for the common charges payable by the owner of the Non-Residential Units:

(i) set forth in detail the projected common charges for the Non-Residential Units 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 owner of the Non-Residential Units;

(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 Units 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.

By: John Janangelo

Executive Vice President

Sworn to before me this

17 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