CONDOMINIUM OFFERING PLAN
FOR

TANGRAM HOUSE SOUTH CONDOMINIUM

133-27 39TH AVENUE
FLUSHING, NEW YORK 11354

COUNTY OF QUEENS

Offering Price of 192 Residential Units (including 1 Resident Manager's Unit):	**$212,939,970**
Offering Price of 113 Storage Licenses:	**$3,110,000**
Total Offering Amount **(1 Retail Unit and 1 Parking Unit are not currently offered for sale)**	**$216,049,970**

SPONSOR:

Tangram House South Sponsor LLC
136-20 38th Avenue
Flushing, New York 11354

SELLING AGENT:

Fultonex Realty, LLC
136-17 39th Avenue, Unit 3G
Flushing, New York 11354
Telephone: 718-509-0588

Date of Acceptance for Filing: _____, 201_. This Offering Plan may not be used after _____, 201_, unless this Offering Plan is extended by amendment.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS

THE MEMBERS OF THE BOARD OF MANAGERS OF TANGRAM HOUSE SOUTH CONDOMINIUM WILL BE MEMBERS IN THE TANGRAM HOMEOWNERS ASSOCIATION, INC.

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

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

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PART I

CONDOMINIUM OFFERING PLAN

TANGRAM HOUSE SOUTH CONDOMINIUM
133-27 39TH AVENUE
FLUSHING, NEW YORK 11354

SPECIAL RISKS

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

1. Overall Development of the Project

Sponsor and entities related to Sponsor intend to construct the Project consisting of this residential tower, a second residential tower, an office tower and a hotel tower, all to be built over the Podium as depicted in Exhibit B attached to the "**Description of Property and Improvements**." The Podium will be the structural base of the four towers and will contain all of the retail areas and the Parking for the entire Project. The retail areas will generally be located on the ground and first floors and the Parking will be located on the sub-cellar 1, sub-cellar 2 and sub-cellar 3 floors. It is anticipated that construction of the Project will be completed in two phases. Phase one of the Project is the construction of (i) the entire Podium, (ii) this residential tower (the "Tangram House South Condominium," known herein as the "Condominium"), and (iii) the office tower, which is the subject of an offering plan filed with the Department of Law on June 29, 2017 (the "Tangram Tower Condominium"). It is anticipated that Tangram House South and the Parking will be completed in the winter of 2018, but that Tangram House South will receive its first temporary certificate of occupancy covering Residential Units in the summer of 2018. The retail areas will be built out by individual tenants and will not be completed until 2019. Phase two of the Project will be the construction of (i) the hotel tower (the "Hotel Condominium"), and (ii) the second residential tower (the "Tangram House West Condominium Condominium"). The hotel building is expected to be developed as a condominium, although it may ultimately not be developed as a condominium. If phase two is constructed, it is anticipated that it will be completed in the summer of 2020. However, one or both of the towers in phase two may not be developed by Sponsor, in which case the portion of the Podium that does not have towers above it may be sold and then developed by an entity that is unrelated to Declarant. In addition, either or both of the phase two towers may be developed by Declarant or its Affiliates and then sold to an entity that is unrelated to Declarant. The roof over the portion of the Podium located between the four towers will not be developed with a tower and will contain open space. See the Section of the Plan entitled "**Introduction.**"

2. Tangram Homeowners Association

It is anticipated that this Condominium, the Hotel Condominium and the Tangram House West Condominium will be part of a Homeowners Association, which will have easements to operate and maintain the HOA Improvements (defined below). However, if either of the phase two towers are owned by entities unaffiliated with Sponsor, such tower(s) may or may not be part of the Homeowners Association. The unit owners in the Tangram Tower Condominium will not have access to the HOA Improvements; therefore, the Tangram Tower Condominium will not be part of the Homeowners Association.

Regardless of the order in which the phase two towers are completed, the Homeowners Association will only become operational upon the filing of a condominium declaration for the

Tangram House West Condominium. It is anticipated that the Homeowners Association will become operational in the summer of 2020. At that time, the Voting HOA Members of the Homeowners Association will be (i) the members of this Condominium Board (including Sponsor for so long as Sponsor is a member of the Condominium Board) (the "Class A Members"), (ii) the members of the condominium board of the Tangram House West Condominium, which shall include Sponsor or its Affiliate for so long as it is a member of the condominium board (the "Class B Members"), and (iii) the owner of the Hotel Condominium Unit, or the owner of the hotel building, as the case may be (the "Hotel Owner" or the "Class C Member"). If the Hotel Condominium was not previously constructed, the Hotel Owner shall become the Class C Member if and when that building is constructed. Unless and until the Hotel Condominium is constructed, Affiliates of Sponsor will also be "Class D Members" of the Homeowners Association. The Class A Members, Class B Members, Class C Members and Class D Members are known as the "Voting HOA Members." Additionally, the Residential Unit Owners in this Condominium and the residential unit owners in the Tangram House West Condominium shall be non-voting, non-paying members of the Homeowners Association (the "Class E Members"). The unit owners are considered non-paying members because unit owners will not make payments directly to the Homeowners Association. The applicable condominium boards will collect common charges from unit owners and make payments to the Homeowners Association.

A **Declaration of Covenants, Conditions, Easements and Restrictions of Tangram Homeowners Association, Inc.**, including the **Rules and Regulations** (the "HOA Declaration") set forth as Document Number 8 in Part II of the Plan, shall be recorded against all of the land that comprises the Project prior to the first closing in this Condominium. If the Homeowners Association becomes operational, all Residential Unit Owners will be subject to the HOA Declaration and the **By-Laws of Tangram Homeowners Association, Inc.**, (the "HOA By-Laws"), set forth as Document Number 9 in Part II of the Plan, (together, the "HOA Documents").

If the Tangram House West Condominium is not constructed, the Homeowners Association will never become operational, and the HOA Declaration may be terminated by Sponsor so that it no longer encumbers the land that comprises the Project. In addition, if one or both of the phase two towers are not developed, the portion of the Podium that does not have towers above it may be sold to, and developed by, an entity that is unrelated to Sponsor.

See the Sections of the Plan entitled "**Introduction**" and "**Homeowners Association**."

3. Tangram House South Amenities

The amenities initially available to the Residential Unit Owners in this Condominium will be bicycle storage on sub-cellar 2; a laundry room on the ground floor; a lobby with a 24-hour doorman and package room on the lobby floor; a fitness center, lounge/library/pantry, toilets and lobby with a mailroom on the second floor; open space area at the Retail Plaza; open space area at the Residential Street Level Plaza; and an open space area on the roof of the Podium located between the towers in the Project. The amenities inside of and appurtenant to this Building are anticipated to be completed during the winter of 2018, and may not be completed at the time of the First Closing.

4. Homeowners Association Amenities

If the Homeowners Association becomes operational, certain amenities as hereinafter set forth (the "HOA Improvements") will be subject to easements in favor of the Homeowners Association for management purposes and in favor of the Permitted Occupants of certain Condominiums (if and when constructed) as follows:

(1) The fitness room, lounge, library, pantry and toilets located on the second floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(2) The corridors on sub-cellar 3, sub-cellar 2, sub-cellar 1, the ground floor and the lobby floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(3) The garage elevators running from sub-cellar 3 to the second floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(4) The laundry room on the ground floor and the building staff areas on the ground floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(5) The manager's office and the street lobby, front desk and package room in the lobby of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(6) The open space area at the Residential Street Plaza outside of Tangram House South Condominium at the lobby level are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(7) The children's playroom intended to be constructed on the second floor of Tangram House West Condominium is for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(8) The terraces intended to be located at the second floor and third floor building setbacks outside of the Tangram House West Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(9) The indoor pool intended to be constructed on the third floor at the Hotel Condominium is for the use of the Permitted Occupants of Tangram House South Condominium, Tangram House West Condominium and the Hotel Condominium.

(10) The terrace intended to be located at the third floor building setback outside of the Hotel Condominium is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium and the guests of the Hotel Condominium.

(11) The hotel fitness and spa center intended to be constructed on the third floor at the Hotel Condominium are for the use of the Permitted Occupants of Tangram House South Condominium, Tangram House West Condominium and the Hotel Condominium.

(12) The roof terrace intended to be located on the twelfth and roof floors is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium and the guests of the Hotel Condominium.

(13) The library, lounge, meeting room, pantry and toilets intended to be constructed in the second floor of the Hotel Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(14) The elevator and lobbies on the second, third, fourth, twelfth and roof floors for access to the hotel pool, gym, spa and roof terraces intended to be constructed at the Hotel Condominium are for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(15) The tennis court to be located outside of the Hotel Condominium at the third floor level is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(16) The roof terrace intended to be located outside of the Hotel Condominium at the fourth floor level is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(17) The terrace on the roof of the Retail Facility is for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

If the Tangram House West Condominium and/or the Hotel Condominium are built, it is anticipated that the amenities located therein will be available to the Residential Unit Owners in the summer of 2020. However, Sponsor makes no representation or warranty that the improvements and amenities to be located inside or outside of the Tangram House West Condominium or Hotel Condominium will be completed, or as to the actual completion date of any such improvements or amenities. In the event the Tangram House West Condominium and/or the Hotel Condominium are not built, the amenities that were to be located therein will not be available for use.

If a fitness center is built in the Hotel Condominium, the Board of this Condominium may modify the use of the fitness center in this Condominium, provided such area remains Residential Common Elements for the use of the Residential Unit Owners (and the residential

unit owners of the Tangram House West Condominium, if the Homeowners Association is operational).

See the Section of the Plan entitled "**Description of Property and Improvements**."

5. Homeowners Association Expenses

If the Homeowners Association becomes operational, the HOA Board will prepare and adopt a budget for the Homeowners Association annually and will determine the aggregate amount of maintenance necessary to be charged to the Voting HOA Members in order to meet the anticipated expenses of the Homeowners Association (the "HOA Expenses"). The HOA Board will allocate and assess to the Hotel Owner and the condominium boards of the Tangram House South Condominium and Tangram House West Condominium maintenance to meet the HOA Expenses. The condominium boards will collect these amounts as common charges from the residential unit owners. The estimated HOA Expenses for the anticipated first year of Homeowners Association operation are set forth on **Schedule C**.

Certain HOA Expenses will be shared by the Residential Unit Owners in this Condominium and the residential unit owners in the Tangram House West Condominium. The HOA Expenses shared by these two Condominiums are as follows:

(1) Payroll and related expenses for the Resident Manager, 3 porters and 4.2 lobby attendants;

(2) Gas for the HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(3) Electricity for the HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(4) Water charges and sewer rent for the HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(5) Repairs and maintenance for the HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(6) Service contracts for the shared garage elevators, landscaping of the residential outdoor areas, including the roof of the Podium, and supplies for HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(7) Use and occupancy charges for the Resident Manager's Unit located in the Tangram House South Condominium, for so long as Sponsor owns the Resident Manager's Unit;

(8) Common Charges, real estate taxes and utility costs attributable to the Resident Manager's Unit located in the Tangram House South Condominium, after Sponsor conveys the Resident Manager's Unit to the condominium boards;

(9) Legal/audit expenses in connection with the preparation of the audited financial statements;

(10) Other expenses, including telephone, office supplies, office equipment, postage, special communications and mailings; and

(11) Contingency for unforeseen expenses of the HOA.

If the Hotel Condominium is built, certain HOA Expenses will be shared between the Residential Unit Owners in this Condominium, the residential unit owners in the Tangram House West Condominium and the guests of the Hotel Condominium. The HOA Expenses shared by all three Condominiums are as follows:

(1) Gas for the HOA Improvements located in the Hotel Condominium;

(2) Electricity for the HOA Improvements located in the Hotel Condominium;

(3) Water charges and sewer rent for the HOA Improvements located in the Hotel Condominium;

(4) Management fee to the HOA Managing Agent; and

(5) Hotel Amenity Operator expenses including: payroll and benefits for a resident experience manager and lifeguards; pool supplies and chemicals; uniforms; fitness on demand; programming and events; employee health insurance; insurance premiums; and management fee.

If the Hotel Condominium is not built, the gas, electricity, water and sewer and Amenity Operator expenses to be shared among all three Condominiums will not exist. The Management Fee will exist but will instead be allocated between the Tangram House South Condominium and Tangram House West Condominium, only.

The maintenance that Sponsor and its Affiliates (as the Class A Member, Class B Member, Class C Member and/or Class D Member) shall be required to pay applicable to Condominium Units they own shall be an amount equal to (i) the expenses actually incurred by the Homeowners Association less (ii) the Common Charges payable by the Non-Voting HOA Members for HOA Expenses. However, Sponsor and its Affiliates shall never pay more per Unit than they would pay as Unit Owners. Therefore, Sponsor and its Affiliates may pay less than other Unit Owners.

See the Sections of the Plan entitled "**Introduction**," "**Homeowners Association**" and **Schedule C**."

6. Condominium Expenses Anticipated to Become HOA Expenses

If the Homeowners Association becomes operational, the following expenses will no longer be part of the Condominium budget, and will instead be part of the Homeowners Association budget:

(1) Payroll and benefits for 3 porters, 4.2 lobby attendants, and the Resident Manager's Unit;

(2) Gas for the amenities located in the Tangram House South Condominium that are HOA Improvements;

(3) Electricity for the amenities located in the Tangram House South Condominium that are HOA Improvements;

(4) Water charges and sewer rent for amenities located in the Tangram House South Condominium that are HOA Improvements;

(5) Service contracts for the shared garage elevators, landscaping of the residential outdoor areas appurtenant to the Tangram House South Condominium and supplies;

(6) Use and occupancy charges for the Resident Manager's Unit, for so long as Sponsor owns the Resident Manager's Unit; and

(7) Common Charges, real estate taxes and utility costs attributable to the Resident Manager's Unit, after Sponsor conveys the Resident Manager's Unit to the condominium boards.

Upon the Homeowners Association becoming operational, these expenses will be shared by the Residential Unit Owners in this Condominium and the residential unit owners in the Tangram House West Condominium. **However, unless and until the Homeowners Association becomes operational, the Residential Unit Owners in this Condominium will be solely responsible for these expenses that are anticipated to eventually become HOA Expenses.**

Since the Homeowners Association is not expected to become operational for several years, Sponsor will pay for a portion of these Condominium expenses before the Homeowners Association becomes operational, as follows:

-For up to the first two years of Condominium operation, Sponsor will pay 25% of the Condominium expenses listed above. The Residential Unit Owners in this Condominium will pay 75% of the expenses (estimated to be approximately $722,922).

-For up to the third year of Condominium operation, Sponsor will pay 12.5% of the Condominium expenses listed above. The Residential Unit Owners in this Condominium will pay 87.5% of the expenses (estimated to be approximately $843,409).

If the Homeowners Association is not operational by the start of the fourth year of Condominium operation, the Residential Unit Owners in this Condominium will begin paying 100% of these expenses (estimated to be approximately $963,896).

See the Section of the Plan entitled "**Schedule B**."

7. Hotel Amenities

If the Hotel Condominium is constructed prior to the Tangram House West Condominium, the Unit Owners in this Condominium will have the right to access and use the pool, fitness center, spa and tennis court located at the Hotel Condominium. Each lawful occupant of a Residential Condominium Unit who chooses to use these amenities will pay a fee of $125 payable to the board of managers of the Hotel Condominium, which fee may be changed by such board of managers. The fee will not be part of Common Charges. If and when the Tangram House West Condominium is later built, the Homeowners Association will become operational and there will no longer be a separate fee to use the amenities located in the Hotel Condominium. Instead, all Residential Unit Owners in this Condominium will have access to all HOA Improvements and be required to pay Common Charges towards HOA Expenses. See the Section of the Plan entitled "**Description of Property and Improvements**."

8. Alterations and Improvements of Residential Units and Common Elements

No Residential Unit Owner may make any Structural alteration, addition, improvement or repair in or to such Unit Owner's Unit without the prior written approval of the Condominium Board but, as more fully set forth in the By-Laws, this provision does not apply to an Unsold Residential Unit. The Condominium Board may impose fees upon such Unit Owner to obtain reimbursement for costs incurred in connection with the review or supervision of such Unit Owner's work. Prior to, and as a condition of, the granting of its consent to the making of a Structural alteration, addition, improvement or repair in or to a Residential Unit, the Condominium Board shall have the right to reasonably approve the Unit Owner's contractors and suppliers and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done.

In the event that any alterations, additions, improvements or repairs made by any Residential Unit Owner materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance of a temporary or permanent certificate of occupancy for such Unit, other Units, or the Building, then upon the written request of Sponsor or the Condominium Board, 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 party requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any remedies provided in the By-Laws. By performing any Structural alterations, additions, improvements or repairs to a Unit, the Purchaser assumes the risks and obligations listed in this subsection, regardless of whether such work was approved by the Condominium Board. See the Section of the Plan entitled "**Alterations and Improvements of Residential Units and Common Elements**."

9. No Financing Contingency

The obligations of a Purchaser under a Purchase Agreement are not conditioned upon obtaining financing. Any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective Purchasers who require financing are

advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing. A Purchaser may obtain financing from any lending institution or other source. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it could expire before the closing date; and Sponsor shall have no obligation to schedule or conduct any closing prior to the expiration of any loan commitment and shall have no liability as a result of any scheduling or adjournment of closing beyond the expiration of a loan commitment. See the Section of the Plan entitled "**Procedure to Purchase**."

10. Sponsor's Remedies on Purchaser's Default Under Purchase Agreement

Any Purchaser who defaults under its Purchase Agreement must be given written notice and the opportunity to cure such default within thirty (30) days from the sending of the default notice. If a defaulting Purchaser does not remedy the default within such thirty (30) day grace period, with TIME BEING OF THE ESSENCE, Sponsor will have the right to cancel such defaulting Purchaser's Purchase Agreement and retain as liquidated damages the Down Payment together with any interest earned thereon, plus the cost of any special work in the Unit ordered by Purchaser. Purchaser and Sponsor will thereupon be relieved of all further liabilities and obligations thereunder and under the Plan. If the Purchase Agreement is canceled, Sponsor will have the right to sell the Unit to others as if the Purchase Agreement had never been made, without accounting to the Purchaser for the proceeds of such sale. See the Section of the Plan entitled "**Procedure to Purchase**."

11. Purchaser's Delinquency Closing Costs

If through no fault of Sponsor a Purchaser fails to close on the date fixed by Sponsor for closing of title to Purchaser's Unit, then Purchaser will (a) pay (among other closing costs) a late fee equal to 0.0411% times the unpaid balance of the Purchase Price for each day's delay, beginning with the date originally scheduled for the closing to and including the day immediately preceding the actual date on which the closing occurs, (b) reimburse Sponsor for the Unit's carrying charges (that is, Common Charges and real estate taxes) during the period of delay and (c) pay the service fees of Sponsor's Attorneys of $250 if the closing is adjourned for any reason other than at Sponsor's request. All of these and other closing costs to be paid by a Purchaser are described in the Section of the Plan entitled "**Unit Closing Costs and Adjustments**."

12. Closing Fees

Purchasers shall be required to pay (i) certain closing fees to Sponsor's Attorneys at Closing, and (ii) all New York City Real Property Transfer Tax ("RPT Tax"), New York State Real Estate Transfer Tax ("State Transfer Tax") and New York State Additional Real Estate Transfer Tax, commonly referred to as the "Mansion Tax," imposed on their purchase. The New York City Department of Finance has taken the position that where the purchaser of property assumes the obligation for the payment of the State Transfer Tax and the RPT Tax, the amount of the tax which would otherwise be payable if the seller were to pay such taxes, will be treated as additional consideration for the transaction subject to tax. The State Transfer Tax is currently equal to $2 per $500 of the bulked up consideration and the RPT Tax is currently equal to 1% of the bulked up consideration where the bulked up consideration is $500,000 or less, and 1.425% where the bulked up consideration is greater than $500,000. Generally, in New York, purchasers

are obligated to pay transfer taxes in initial purchases from Sponsor, as they are under this Plan. In other transactions, Sellers generally pay transfer taxes in New York. See the Section of the Plan entitled "**Closing Costs and Adjustments**" for details.

13. Bank Account for Down Payment is Federally Insured to $250,000 Only

Each Down Payment will be kept in a segregated attorney's special escrow account at HSBC Bank USA, N.A., 425 Fifth Avenue, New York, New York 10018 ("Lender"). Lender is covered by federal bank deposit insurance to a maximum of $250,000 in the aggregate with respect to all funds deposited by any Person in one or more deposit accounts. If a Purchaser's Down Payment together with any other funds of such Purchaser in deposit accounts at the Bank, exceeds $250,000, the excess above $250,000 will not be federally insured. Neither Sponsor, the Selling Agent nor the Escrow Agent holding the Down Payment will be liable for any losses resulting from the failure of Lender. See the Section of the Plan entitled "**Procedure to Purchase**."

14. Sponsor's Inability to Convey Title

Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense in excess of its obligations under the Plan to cure any inability to deliver title to a Unit in accordance with the Plan and the terms of the Purchase Agreement for such Unit. If Sponsor notifies a Purchaser of its refusal to cure any such inability, then such Purchaser's sole remedy will be either (a) to take such title as Sponsor is able to deliver without abatement in or credit against the Purchase Price for the Unit and without any claim or right of action against Sponsor for damages or otherwise or (b) to terminate its Purchase Agreement and receive a refund of its Down Payment and any interest earned thereon. A Purchaser must notify Sponsor in writing as to which option such Purchaser elects within 15 days after the giving of Sponsor's notice of refusal to cure such inability, with **TIME BEING OF THE ESSENCE**. If a Purchaser fails to timely deliver such notice, it will be conclusively deemed that such Purchaser has elected to acquire title to the Unit subject to such inability as set forth in clause (a). Any deposits made by Purchasers for upgrades, extras, or custom work shall be initially deposited into the Escrow Account. If a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any such funds to the extent such funds have been expended on upgrades, extras or custom work. If the offering plan is abandoned or withdrawn by Sponsor, all funds received for Unit upgrades, extras or custom work shall be refunded to Purchaser. See the Section of the Plan entitled "**Terms of Sale**" and the form of Purchase Agreement set forth as **Document Number 1** in Part II of the Plan.

15. Amount of Down Payment

Unless a different Down Payment amount or sum is negotiated between the parties, each Purchaser will be required to pay a Down Payment equal to 10% of the Purchase Price of his or her Unit when he or she executes and delivers a copy of the Purchase Agreement to the Selling Agent. Any Purchaser that is a foreign government or a resident representative of a foreign government or other person or entity otherwise entitled to diplomatic or sovereign immunity, shall be required to pay a Down Payment of 50% of the Purchase Price, all of which shall be due at the time the Purchase Agreement is tendered to the Selling Agent. See the Section of the Plan entitled "**Procedure to Purchase**."

16. No Security for Performance

Sponsor has not furnished any bond or other security for the performance of its obligations under the Plan. In addition, Sponsor's liability to any Purchaser under the Plan or to such Purchaser's successors or assigns (to the extent permitted hereunder) or to the Condominium Board with respect to its obligations under the Plan will, in any event, be limited to the net proceeds paid to Sponsor from the sale of the Units after payment of, or reserve for, all costs, expenses and liabilities paid or incurred in connection with the promulgation and consummation of the Plan (including, but not limited to, the offering and sale of the Units and the creation of the Condominium). The foregoing limitation will not be applicable to liability arising from a violation by Sponsor of Article 23-A of the GBL. See the Section of the Plan entitled "**Rights and Obligations of Sponsor**."

17. Construction Loan

Sponsor has obtained a construction loan from Lender. Lender has not required a minimum number or percentage of Units which must be under contract before the Plan may be declared effective. There are minimum release prices for each Unit set by Lender established on which must be made to Lender in order for Lender to release its lien from the Unit being sold. No Units may be rented by Sponsor except the Retail Unit and Parking Unit without the consent of Lender so long as the loan remains in place. However, Sponsor's unconditional right to rent rather than sell Units under the Plan shall not be affected to the extent Lender gives its consent to rent Units. Sponsor reserves the right to obtain additional financing. See the Section of the Plan entitled "**Introduction**."

18. Construction and Availability of Services and Facilities

It is anticipated that the amenities located in this Condominium will available to Residential Unit Owners during the winter of 2018. The full range of services and facilities described in this Plan may not be available immediately upon the first closing of a Unit, and may not be available until move-ins are finished and construction work inside and on the Building is complete. Accordingly, during the first year of operations, only partial common charges may be assessed. Purchasers who close and are among the earliest to move in may experience unusual noise, dirt and other unpleasant experiences typical of a project that is still being constructed. Purchasers are advised that they will not be compensated in any way as a result of any difficulties or problems caused by continuing construction. See the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Board of Managers**."

19. Overall Development, Retail and Parking

The retail and parking facilities located in the Condominium will be contiguous with other retail and parking facilities in the Project. The Retail Unit will be connected with retail spaces constituting condominium units in the other buildings in the Project, such that the connections among each of the various retail units at the bottom of most of the Project will be seamless. The Parking Unit will be connected with other parking areas constituting condominium units in the Tangram House West Condominium and the Hotel Condominium (but not the Tangram Tower Condominium), such that the connections among the parking units underneath these buildings will be seamless and the parking space will operate as one contiguous

facility. Tangram Tower Condominium does not contain parking; the unit owners at Tangram Tower Condominium and their guests will park in the Parking Unit in this Condominium and the parking units in the Tangram House West Condominium and the Hotel Condominium. Sponsor intends to retain ownership of the Retail Unit and the Parking Unit and not offer them under this Plan. See the Sections of the Plan entitled "**Description of Property and Improvements**" and "**Non-Residential Units**."

20. Refuse Removal

Refuse from Residential Units will be deposited down the refuse chutes on each residential floor, and will then be transferred by Building employees from the Trash Storage/ Compactor room on the second floor, through the recreation areas located on the roof of the Podium, to the Loading Dock located in the Hotel Condominium.

In the event that access to the Loading Dock is not yet available because a temporary certificate of occupancy has not yet been obtained for the Loading Dock, Building employees will use the residential passenger elevators and traverse across the residential lobby to dispose of refuse on the sidewalk fronting the Building along 39th Avenue. See the Section of the Plan entitled "**Rights and Obligations of Sponsor**."

21. Sponsor Control of the Condominium Board

Sponsor will have voting control over the Condominium Board until the earlier to occur of: (i) the closing of title with Purchasers having more than ninety-five percent (95%) of the aggregate Common Interests appertaining to all Units or (ii) the twenty-fifth (25th) anniversary of the First Closing ("Initial Control Period"). In the event the Sponsor does not sell ninety-five percent (95%) of the aggregate Common Interests appertaining to Units in the Condominium, the Sponsor will not relinquish control of the Condominium Board until the 25th anniversary of the First Closing.

Sponsor will appoint the initial members of the Board of Managers consisting of three members, and at the first meeting of Unit Owners, the Board shall consist of seven members including one member appointed by the Retail Unit Owner and one member appointed by the Parking Unit Owner. During the Initial Control Period, the Sponsor shall have a right to designate four members at all times which will include the members appointed by the Retail Unit Owner and the Parking Unit only for so long as Sponsor continues to own each Unit. After the Initial Control Period, Sponsor may designate three members of the Board. In the event Sponsor no longer owns the Retail Unit and/or the Parking Unit, it may designate up to two other members of the Board, such that Sponsor may have three Board members at all times that it owns at least 3% of the Common Interest and one Board member so long as it owns at least one Unit. There shall be no restriction on the right of Sponsor to vote for members of the Board who are nominated by non-Sponsor Owners. See the Section of the Plan entitled "**Control by Sponsor**."

22. Section 421-a Tax Exemption

Sponsor will apply for partial exemption from real estate taxes attributable to the Residential Units pursuant to Section 421-a of the New York Real Property Tax Law. It is anticipated that the Residential Units will qualify for such 421-a benefits. Nevertheless, there

can be no assurance that such application will be granted or that such 421-a benefits will be received, or if received, that such 421-a benefits will be in effect as of the First Closing. If for any reason the 421-a application is not granted, there will be no exemption from real estate taxes on the Residential Units. Based on the 421-a Tax Benefit Opinion prepared by Herrick, Feinstein LLP, the 421-a exemption, if granted, will be for a period of 15 years and will decrease progressively during such period. Pursuant to Section 421-a, certain buildings are located within a "geographic exclusion area" and are required to contain affordable housing. Based on the 421-a Tax Benefit Opinion, the Building is not located within the "geographic exclusion area." Therefore, no affordable housing is required (or provided) in this Building. Building service employees in buildings receiving 421-a benefits must be paid the "applicable prevailing wage" as determined by the New York City Comptroller, unless the building qualifies for an exemption. This Building does not qualify for an exemption. Therefore, building service employees must be paid the "applicable prevailing wage." Neither Sponsor, Attorney for Sponsor, Income Tax Counsel, Real Estate Tax Counsel, Selling Agent, Managing Agent or any other Person makes any representation that the partial exemption from real estate taxes under 421-a will be granted or as to the amount, if any, of the tax that will be assessed against the Residential Units or the amount of real estate taxes payable at any time by any Residential Unit Owner.

It should be noted that although Sponsor intends that the Building shall be exempted from its obligation under Section 421-a to register the Units as rent stabilized by reason of the Building's condominium status, if prior to consummation of the Plan, Sponsor rents all or any portion of any Unit to any person other than, pursuant to an interim lease, to a Purchaser who has executed a Purchase Agreement, Sponsor will be required to (i) abandon the Plan in accordance with the provisions of Section 20.1(l)(2) of the Regulations promulgated by the Attorney General in Title 13 NYCRR, (ii) inform the NYC Department of Housing Preservation and Development of Sponsor's intent to operate as a rental building, and (iii) subject all units to rent stabilization.

Sponsor has 15 months from the date of issuance of a final certificate of eligibility by the New York City Department of Housing Preservation and Development to declare the Plan effective. Thereafter, Sponsor will be required to register Units as rent stabilized as they become occupied.

See the Sections of the Plan entitled "**Real Estate Taxes**," and the "**421-a Real Estate Tax Exemption Benefits Opinion**" for details.

23. Condominium Will Not Qualify to Make Election Under Section 528 of the Internal Revenue Code

The Condominium is not expected to satisfy the requirements of Section 528 of the Internal Revenue Code because less than 85% of the total square footage of all Units in the Condominium will be used by individuals for residential purposes. The Condominium Board therefore will not be able to elect tax exempt status under Section 528 of the Internal Revenue Code. Accordingly, it is anticipated that the Condominium will be subject to taxes on the excess of its income over expenses, if any. No provision has been made for income taxes payable by the Condominium in "**Schedule B**", which is the estimated budget for the first year of Condominium operations, but it may be subject to income taxes on the excess of Common Charges and other income over operating expenses.

Under Section 528 of the Internal Revenue Code, a homeowners association board may be eligible to elect to be exempt from federal income tax on association charges collected from members of the Homeowners Association provided the requirements of Section 528 of the Internal Revenue Code with certain modifications relating to residential real estate management associations, are met. The Homeowners Association is not expected to satisfy the requirements of Section 528 of the Internal Revenue Code and the HOA Board therefore will not be able to elect tax exempt status under Section 528 of the Internal Revenue Code. In addition, the Homeowners Association may be liable for sales tax.

See the Section of the Plan entitled "**Opinion of Counsel**."

24. Sponsor's Communication Rights

Sponsor and the Retail Unit Owner shall have the right to install and maintain communication facilities on the roof of the Building in the General Common Elements at any location not used for Building Facilities. See the Section of the Plan entitled "**Non-Residential Units"** and see Document 7 entitled "**By-Laws of Condominium**" in Part II of the Plan.

25. Resale by Purchasers

A Purchaser who wishes to assign his or her Purchase Agreement, or who wishes to resell his or her Residential Unit within twelve months after the First Closing, must obtain the express written consent of Sponsor or its designee, which consent may be withheld in Sponsor's sole discretion. In the event Sponsor grants consent, said Residential Unit Owner shall pay to Sponsor a fee in the amount of 5% of the aggregate of the sales price and the assignment price listed on the assignment agreement or 5% of the sales price listed on the sales agreement, as the case may be, which amounts shall be confirmed on the transfer tax forms. Notwithstanding the foregoing, any Permitted Mortgagee that acquires title to a Unit by foreclosure or deed in lieu of foreclosure shall be exempt from paying such fee upon the sale of the Unit. See the Sections of the Plan entitled "**Assignment of Purchase Agreement**" and "**Rights and Obligations of Unit Owners and Board of Managers**."

26. Right of First Refusal

Sponsor or its designee, and not the Condominium, will have a right of first refusal upon the offer for sale of any Unit during the time period where Sponsor has control of the Condominium Board. After Sponsor or its designee relinquishes control of the Condominium Board, the Condominium Board will have a right of first refusal. See the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Board of Managers**."

27. Projects in Immediate Vicinity

Principals of Sponsor or related parties developed and/or have interests in the following:

- One Fulton Square Condominiums Inc., 39-16 Prince St Flushing, NY 11354, approximately 1 block away

- Flushing Commons, 37-10 37th Avenue, Flushing, NY 11354, approximately 3 blocks away

- Queens Crossing Condominium, 136-20 38th Ave Flushing, NY 11354, approximately 2 blocks away

- 37-02 College Point Blvd Flushing, NY 11354 and its improvements, approximately 1 block away

- 35-32, 35-50I College Point Blvd, Flushing, NY 11354 and their improvements, approximately 3 blocks away

- 37-01 138th St Flushing, NY 11354, approximately 3 blocks away

In addition, Sponsor or its related entities intend to construct the Project, consisting of this Condominium as well as the Tangram Tower Condominium located at 37-12 Prince Street, the Tangram House West Condominium located at 37-09 College Point Boulevard and the Hotel Condominium located at 133-36 37th Avenue, all to be constructed on one, existing "zoning lot." See the Sections of the Plan entitled "**Location and Area Information**" and "**Non-Residential Units**."

28. Window Guards

Each Residential Unit Owner shall notify the Managing Agent in writing when a child or children under the age of 11 years live or reside (even temporarily) in the Residential Unit owned by such Residential Unit Owner. Each Residential Unit Owner shall install at such Residential Unit Owner's expense, the required window guards in all windows of the Residential Unit owned by such Residential Unit Owner. The Residential Unit Owner shall maintain all window guards installed in the Residential Unit and shall not remove them until permitted by Applicable Law and, in any event, without the prior written approval of the Managing Agent. See the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Board of Managers**".

29. Retail Unit and Parking Unit

It is anticipated by Sponsor that at the time the Declaration is recorded, the Condominium will contain one Retail Unit and one Parking Unit that will not be offered for sale. Such Units may subsequently be sold, but any sale will be reflected in an amendment to the Plan or may be made pursuant to a no-action letter if granted by the Attorney General's office. Sponsor and any subsequent owners of the Retail Unit and Parking Unit shall have the right to subdivide such Units and combine such Units previously subdivided, subject to the provisions of the Declaration and the By-Laws. Subject to certain restrictions, the Retail Unit and the Parking Unit may be used for any lawful purpose. See the Section of the Plan entitled "**Non-Residential Units**."

30. Retail Unit and Parking Unit Expenses

The Condominium Board may make allocations and assessments of Common Expenses in accordance with sub-metering, contract allocations and usage (both projected and actual), provided, however, that such allocations are reasonable under the circumstances and are in accordance with the provisions of Applicable Law. Because the Retail Unit and Parking Unit will use different services and portions of the Building than the Residential Units, Common

Charges for the Retail Unit and Parking will be calculated differently than an allocation based upon percentage of Common Interest.

The special allocation of Common Expenses is specifically provided in Article 11 of the Declaration and Section 6.1.1 of the By-Laws. Article 11 of the Declaration may not be amended unless 95% in number and in Common Interest of all Unit Owners affected thereby, or if only the Retail Units are affected, 80% in number and in Common Interest of such Retail Unit Owners, approve such amendment. The Condominium Board may not, without the written consent of the Retail Unit Owners, modify the allocation of Common Charges or increase the number of building employees servicing the Retail Unit Owners without the approval of the Retail Unit Owners. In addition, the By-Laws may not be amended without the prior written consent of the affected Retail Unit Owner(s) with respect to any amendment, modification, addition or deletion to the By-Laws affecting the rights, privileges, easements, licenses or exemptions granted to any Retail Unit Owner or increasing the obligations of a Retail Unit Owner.

See the Section of the Plan entitled "**Schedule B**" and also see Section 11.3 of Document 6 entitled "**Declaration of Tangram House South Condominium**" and Section 6.1.1 of Document 7 entitled "**By-Laws of Tangram House South Condominium**" in Part II of the Plan.

31. Occupancy of Units by Renters

Sponsor reserves the unconditional right to sell Residential Units to investors who intend to rent and not to occupy their Residential Units personally. In addition, Sponsor reserves the unlimited right to rent Unsold Residential Units after consummation of the Offering Plan; Sponsor and any Sponsor Successor may from time to time freely rent any Unsold Residential Units without charge or limitation whatsoever and without the consent of the Condominium Board or any other Unit Owner. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts as to how the Condominium should be managed because of their different purposes in owning Units (i.e., for use as a home as opposed to a business or investment).

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of building be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. Because there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective, owner-occupants may never gain effective control and management of the Condominium. The number that constitutes fifteen percent (15%) of the Residential Units in this Condominium is twenty-nine (29) units. See the Section of the Plan entitled "**Introduction**."

32. Certificate of Occupancy

Prospective 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 covering the entire building but with only a temporary certificate of occupancy, and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both temporary certificates of occupancy and permanent certificates of occupancy are issued by the Department of Buildings (the "DOB"). No change of use or occupancy shall be made unless a new certificate of occupancy is issued. A temporary certificate of occupancy 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 and regulations for the uses and occupancies specified in the temporary certificate of occupancy. All temporary certificates of occupancy have an expiration date. A temporary certificate of occupancy typically expires 90 days after the date of issuance. When a temporary certificate of occupancy for a building 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 temporary certificate of occupancy rather than a permanent certificate of occupancy. Sponsor and its principals will undertake the responsibility for extending each temporary certificate of occupancy received prior to expiration thereof and, ultimately, for obtaining a permanent certificate of occupancy covering the entire building. Sponsor and its principals make no representation or guarantee, however, that the DOB will issue a permanent certificate of occupancy within the two-year period that the DOB requests. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING AND SHALL EXERCISE BEST EFFORTS TO OBTAIN A PERMANENT CERTIFICATE OF OCCUPANCY WITHIN SUCH TWO-YEAR PERIOD WHILE KEEPING THE TEMPORARY CERTIFICATE OF OCCUPANCY CURRENT. THE UNIT OWNERS AND THE CONDOMINIUM BOARD SHALL BE OBLIGATED TO COOPERATE WITH AND REFRAIN FROM OBSTRUCTING SPONSOR IN THESE UNDERTAKINGS**. Prospective Purchasers are advised to visit the DOB web site for further recommendations when purchasing a unit in a building that does not have a permanent certificate of occupancy. A fact sheet on Certificates of Occupancy is available on the DOB website at *http://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page*.

If any Residential Units are to be occupied prior to the issuance of a permanent certificate of occupancy, Sponsor will be required by Section 28-104.8.4 of the Administrative Code of the City of New York to cause to be filed with the DOB a tenant protection plan that contains a statement that the Building contains dwelling units that will be occupied during construction and indicates the specific Residential Units that are or may be occupied during construction, the means and methods to be employed to safeguard the safety and health of the occupants, including, where applicable, details such as temporary fire-rated assemblies, opening protectives and dust-containment procedures. A copy of the current tenant protection plan shall be distributed to each such occupant. See the Section of the Plan entitled "**Rights and Obligations of Sponsor**."

33. Resident Manager's Unit

At a time determined by Sponsor, Sponsor shall sell Unit 2A (the "Resident Manager's Unit"). It is anticipated that title to the Resident Manager's Unit, together with its Appurtenant Interest, shall be conveyed to both the Condominium Board, or its designee, and the condominium board of the Tangram House West Condominium, or its designee, on behalf of all residential unit owners in both condominiums, as tenants in common.

The Residential Unit Owners in this Condominium will contribute 60.22% to the Purchase Price of the Resident Manager's Unit plus 60.22% of closing costs and the residential unit owners in the Tangram House West Condominium will contribute 39.78% to the Purchase Price plus 39.78% of closing costs. The Purchase Price plus closing costs totals $1,018,850 (the "Total Cost"). To accomplish this, each Purchaser in this Condominium will be required to pay at the closing of his or her Unit the portion of such cost as set out in the first column on Schedule A-2, which is determined in accordance with such Unit's Residential Common Interest (excluding the Resident Manager's Unit from the calculation). Such payment shall be made payable to Escrow Agent who shall hold the payment in escrow in an interest-bearing escrow account until Sponsor wishes to sell the Resident Manager's Unit. At such time as Sponsor wishes to sell the Resident Manager's Unit, the payments made by Purchasers shall be released from escrow and the Tangram House West Condominium will contribute the remaining 39.78% of the Total Cost, so that the Resident Manager's Unit can be purchased with cash.

If the Tangram House West Condominium is not built, the Resident Manager shall only be employed by this Condominium. This Condominium Board may assess each Residential Unit Owner in this Condominium in proportion to their respective Residential Common Interests for the remaining 39.78% of the Total Cost in order to purchase the Resident Manager's Unit from Sponsor. In that case, the total amount paid by each Residential Unit Owner will be the costs set out in the second column on Schedule A-2. At Sponsor's option, the Condominium Board may instead borrow the remaining 39.78% of the Total Cost from Sponsor or a lender and repay the loan over time, with interest, through payments made by the Residential Unit Owners in accordance with the Unit's Residential Common Interest (excluding the Resident Manager's Unit from the calculation).

Sponsor reserves the right, in its sole discretion, to choose a different Residential Unit other than Unit 2A to use as the Resident Manager's Unit, provided, however, that such sale shall only be made pursuant to an amendment to the Plan and shall not result in an increase of each Purchaser's share of the cost of the Resident Manager's Unit by 25%. So long as Sponsor is in control of the Board, Sponsor shall choose the Resident Manager. After Sponsor is no longer in control of the Board, the Board shall choose the Resident Manager.

See **Schedule A and Schedule B** and the Sections of the Plan entitled "**Description of Property and Improvements**" and "**Unit Closing Costs and Adjustments**" for details.

34. Resident Manager's Use and Occupancy Charges

Until such time as the Boards of this Condominium and the Tangram House West Condominium acquire the Resident Manager's Unit, $14,125 per year for use and occupancy

shall be paid to the Sponsor through the collection of Condominium Common Charges. As indicated above, Sponsor will pay 25% of such expense for up to two years of Condominium operation, and up to 12.5% of such expense for up to the third year of Condominium operation. If the Homeowners Association does not become operational, the Residential Unit Owners in this Condominium shall be responsible for 100% of use and occupancy charges until the Board acquires the Resident Manager's Unit and 100% of the Resident Manager's expenses after the Condominium acquires the Resident Manager's Unit. If the Homeowners Association becomes operational, the costs will be shared by the Residential Unit Owners in this Condominium and the residential unit owners in the Tangram House West Condominium based on an allocation of 75% and 25%, respectively.

See the Section of the Plan entitled "**Schedule B**."

35. Storage License Agreements

Sponsor is offering Purchasers of Residential Units the opportunity to purchase the right to have the exclusive use of a designated storage unit located in the Building (a "**Storage License**") for so long as they continue to own their Residential Units, at the prices set forth on Schedule A, pursuant to the terms of a Storage License Agreement, the form of which appears as **Document Number 11** in Part II of the Plan. The Building will contain 113 storage units, which will be offered to Purchasers of Residential Units in this Condominium, as well as purchasers of residential units in the Tangram House West Condominium, if such building is built. Not every Purchaser will be offered a Storage License. In addition, storage units may be reserved for residential unit owners in the Tangram House West Condominium. Storage Licenses will be sold to Purchasers at Sponsor's sole discretion. Storage licenses will be sold by assignment which appears as **Document Number 12** in Part II of the Plan.

Each Purchaser should note that the purchase of a Storage License does not require the issuance of a temporary certificate of occupancy for the portion of the Building in which the storage unit subject to the Purchaser's Storage License is located. A Purchaser will be required to complete the purchase of the Storage License simultaneously with the closing of title to his Unit, even though a temporary certificate of occupancy has not been issued (and use for storage is not permitted) with respect to such portion of the Building; although if at the time of such closing of title, a temporary or permanent certificate of occupancy permitting such portion of the Building to be used for storage has not been issued, the Escrow Agent shall, until the issuance of such temporary or permanent certificate of occupancy, retain in the escrow account described in the section of the Plan entitled "**Procedure to Purchase**" a portion of such Purchaser's Down Payment equal to the purchase price for such Storage License. (See the Sections of the Plan entitled "**Closing of Title to Units**" and "**Rights and Obligations of Unit Owners**" for further details). It is currently anticipated that a temporary certificate of occupancy for the portion of the Building in which the storage units are located will be issued prior to or at approximately the same time as the First Closing.

The storage units will be part of the Residential Common Elements and will be located in the areas designated as "**Storage**" in **Document Number 5**, the "**Floor Plans**". While Sponsor currently intends to offer the use of the storage units pursuant to Storage License Agreements, Sponsor reserves the right, prior to recording the Declaration of Condominium, to modify the use of all or a portion of the area designated as "**Storage**" if Sponsor, in its sole discretion,

determines that it cannot build all or such portion of the "Storage" area. In such case, the Plan will be amended. A Purchaser will not be offered a right to rescind his or her Purchase Agreement, and will be required to close on the purchase of the Residential Unit without the right to license a storage unit, if the storage unit Purchaser intended to purchase is not built.

(See the Section of the Plan entitled "**Introduction**" and the subsection entitled "**Offer of Storage Licenses**" for further details.)

36. Hallway License Agreements

Any Purchasers of multiple Residential Units where such Units, if combined, would be exclusively served or benefited by a portion of the residential hallway adjacent thereto (and the combination would not have an adverse effect on any other Unit) may be offered, at Sponsor's sole discretion, the assignment of a revocable license to the exclusive use of such hallway space, including the right to enclose such hallway space for use as an entranceway or similar vestibule within the combined Residential Unit. The acquisition price would be the average price per square foot of the combined Units for each square foot of hallway space that is subject to a revocable license. The Unit Owner would be required to pay monthly fees for the hallway space calculated to be the same as the amount per square foot that he or she is paying as Common Charges for the two Units. Purchasers would also be required to grant the Board an easement to have its employees and contractors access any mechanical areas located in the licensed space.

If hallway licenses are offered, the Condominium Board would license to Sponsor or its affiliate the right to identify and claim certain hallway spaces adjacent to combined units, and Sponsor would assign the right to exclusive use of such hallway spaces to Purchasers.

37. Fees and Expenses of Sponsor's Counsel Paid by Purchasers at Closing

Each Purchaser shall pay the fees and expenses of Sponsor's counsel, including a basic fee for closing of sale ($3,000), an administrative expense for preparing and filing the real estate transfer tax returns ($50 administrative expense plus the cost of $100 for filing of the forms), and additional fees under the following circumstances: if a Purchaser finances the purchase of the Unit ($350), if the closing is adjourned for any reason other than at Sponsor's request ($500 for each adjournment that occurs prior to commencement of a closing, to help defray the costs of preparing for and coordinating a new closing; if a closing is adjourned once the closing has commenced, in order to accommodate, or on account of, Purchaser or Purchaser's lender, then an additional fee of $1,000 will be charged), if the Purchaser assigns the Purchase Agreement (which assignment cannot be made without Sponsor's consent) ($1,000), if the closing does not occur at the office of Sponsor's attorney at the request of Purchaser or his lender ($750), if the Purchaser purchases a storage unit ($500). See the Sections of the Plan entitled "**Unit Closing Costs and Adjustments**" and "**Assignment of Purchase Agreements**."

38. Environmental Conditions

The Building is located on parcels with environmental designation placed by the New York City Department of City Planning as part of the CD 7 Downtown Flushing Rezoning-CEQR # 95 DCP 052Q. The Project's Remedial Action Plan and site-specific Construction Health and Safety Plan have been accepted by the New York City Office of Environmental Remediation ("OER"). A Certificate of Occupancy will be issued by the DOB upon approval and

issuance of a "Notice of Satisfaction" of the Remedial Closure Report and Window Installation Report by the OER.

The Sponsor is an enrollee in the OER Voluntary Cleanup Program. A Voluntary Cleanup Program Agreement ("VCA") was signed and executed, and a Remedial Action Work Plan ("RAWP") was prepared to address any potential contamination on the site. Through investigations and testing, it has been established that there are soil and soil vapor contamination at the site. Under the stipulations of the VCA and RAWP, measures must be taken at the Building to protect future occupants of the Building from potential soil contamination and soil vapor intrusion. These measures include excavation of contaminated soil and installation of waterproofing/vapor barrier. Additionally, the future use of the Building's sub-grade levels as a parking garage will necessitate the installation of an air handling and ventilation system to address emissions of vehicles, which concurrently satisfies the environmental requirement to mitigate potential soil vapor intrusion. See the Section of the Plan entitled "**Description of Property and Improvements**."

INTRODUCTION

Purpose of the Plan

Tangram House South Sponsor LLC ("**Sponsor**"), presents this offering plan (the "**Plan**") for the submission of the Property to condominium ownership.

The purpose of the Plan is to set forth all of the material terms of the offer to convert the Property to condominium ownership.

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

The Plan may be amended from time to time upon the filing of an amendment with the Department of Law of the State of New York (the "**Department of Law**"). Amendments will be served on offerees as defined in Section 20.1(d) of the Regulations promulgated by the Attorney General in Title 13 NYCRR, by either personal delivery or mail.

The Condominium

The Condominium will be known as the Tangram House South Condominium. The Condominium will be organized to comply with and will be subject to Article 9-B of the Real Property Law of the State of New York, as amended (the "**Condominium Act**").

Overall Development of the Project

Sponsor and entities related to Sponsor intend to construct the Project consisting of four towers to be built over the Podium containing retail areas and the Parking. The Podium will be the structural base of the four towers and will contain all of the retail areas and the Parking for the entire Project. Construction of the Project is expected to be completed in two phases. Phase one of the Project is the construction of this Condominium, the Tangram Tower Condominium and the Podium. It is anticipated that Tangram House South and the Parking will be completed in the winter of 2018, but that Tangram House South will receive its first temporary certificate of occupancy covering Residential Units in the summer of 2018. The retail areas will be built out by individual tenants and will not be completed until 2019. Phase two of the Project, if constructed, is the construction of Hotel Condominium tower and the Tangram House West Condominium tower. Phase two is expected to be completed in the summer of 2020. However, one or both of the towers in phase two may not be developed by Sponsor, in which case the portion of the Podium that does not have towers above it may be sold and then developed by an entity that is unrelated to Declarant. In addition, either or both of the phase two towers may be developed by Declarant or its Affiliates and then sold to an entity that is unrelated to Declarant. The roof over the portion of the Podium located between the four towers will not be developed with a tower and will contain open space.

The Homeowners Association

It is anticipated that this Condominium, the Hotel Condominium and the Tangram House West Condominium will be part of a Homeowners Association, which will have easements to operate and maintain the HOA Improvements (defined below). However, if either of the phase two towers are owned by an entity unaffiliated with Sponsor, such towers may or may not be part of the Homeowners Association. The unit owners in the Tangram Tower Condominium will not have access to the HOA Improvements; therefore, the Tangram Tower Condominium will not be part of the Homeowners Association.

Regardless of the order in which the phase two towers are completed, the Homeowners Association will only become operational upon the filing of a condominium declaration for the Tangram House West Condominium. It is anticipated that the Homeowners Association will become operational in the summer of 2020. At that time, the Voting HOA Members of the Homeowners Association will be (i) the members of this Condominium Board (including Sponsor for so long as Sponsor is a member of the Condominium Board) (the "Class A Members"), (ii) the members of the condominium board of the Tangram House West Condominium, which shall include Sponsor or its Affiliate for so long as it is a member of the condominium board (the "Class B Members"), and (iii) the owner of the Hotel Condominium Unit, or the owner of the hotel building, as the case may be (the "Hotel Owner" or the "Class C Member"). If the Hotel Condominium was not previously constructed, the Hotel Owner shall become the Class C Member if and when that building is constructed. Unless and until the Hotel Condominium is constructed, Affiliates of Sponsor will also be "Class D Members" of the Homeowners Association. If a condominium declaration is never filed for the Hotel Condominium, Sponsor or its affiliates will continue to be Class D Members of the Homeowners Association. The Class A Members, Class B Members, Class C Members and Class D Members are known as the "Voting HOA Members." Additionally, the Residential Unit Owners in this Condominium and the residential unit owners in the Tangram House West Condominium shall be non-voting, non-paying members of the Homeowners Association (the "Class E Members"). The unit owners are considered non-paying members because unit owners will not make payments directly to the Homeowners Association.

Fees for the use of the HOA Improvements will be determined by the Homeowners Association, but will be paid by the Unit Owners to the Condominium Board as Common Charges.

If the Homeowners Association becomes operational, all Residential Unit Owners will be subject to the HOA Documents.

If the Tangram House West Condominium is not constructed, the Homeowners Association will never become operational, and the HOA Declaration may be terminated by Sponsor so that it no longer encumbers the land that comprises the Project. In addition, if one or both of the phase two towers are not developed, the portion of the Podium that does not have towers above it may be sold to, and developed by, an entity that is unrelated to Sponsor.

Sponsor

Sponsor is a Delaware limited liability company having an office at 136-20 38th Avenue, 12th Floor, Flushing, New York 11354. Sponsor is acquiring fee title to the Land prior to the First Closing pursuant to a purchase and sale agreement. In the event the Sponsor makes a bulk sale of some or all of its unsold units, and the transferee becomes a successor sponsor who sells units, such transferee successor sponsor will be bound by any promise of Sponsor to sell units.

The Offer

Sponsor hereby offers 192 Residential Units (including Unit 2A, the Resident Manager's Unit) and 113 Storage Licenses for sale under the Plan. All fixtures to be located in Units which are described in the Plan are included in the offering price.

This offering is made to legal entities and to individuals over the age of 18.

Sponsor anticipates that at the time the Declaration is recorded, the Building will consist of 192 residential condominium units (the "**Residential Units**"), one retail condominium unit (the "**Retail Unit**"), and one parking condominium unit (the "**Parking Unit**"). The Retail Unit will be located on the ground floor and the first floor of the Building and will be physically undivided from the rest of the retail space in the Podium. The Parking Unit will be located on the sub-cellar levels and will be physically undivided from the rest of the Parking in the Podium. The Retail Unit and the Parking Unit shall not be part of this offering and shall be retained by Sponsor. In the event that the Retail Unit and/or Parking Unit is sold, such offering may be made by offering plan or no-action letter in accordance with the applicable requirements of the Attorney General's office.

The initial purchase prices for the Residential Units and the estimated Common Charges for the Residential Units and the Retail Unit and Parking Unit are set forth in the Section of the Plan entitled "**Schedule A - Offering Prices and Related Information**" ("**Schedule A**"). THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

The Building will consist of 15 stories with 4 cellar levels and a basement level. The Building is more fully described in the "**Description of Property and Specifications**" which is **Document Number 4** in Part II of the Plan. The Property and the Units are being offered and sold in their "as is" condition on the date on which the closing of title occurs, and Sponsor will not have any obligation to make any repairs or improvements, except as expressly provided in the Section of the Plan entitled "**Rights and Obligations of Sponsor**."

Occupancy of Units by Renters

Sponsor intends to sell the Residential Units to investors or Purchasers who are buying for their or their families' personal occupancy or to investors interested in renting at market rents. Sponsor reserves the unconditional right, however, to sell Residential Units to investors who intend to rent and not to occupy their Residential Units personally. In addition, Sponsor reserves the unlimited right to rent Unsold Residential Units after consummation of the Plan; Sponsor and any Sponsor Successor may from time to time freely rent any Unsold Residential

Units without charge or limitation whatsoever and without the consent of the Condominium Board or any other Unit Owner. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts as to how the Condominium should be managed because of their different purposes in owning Units (i.e., for use as a home as opposed to a business or investment).

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on Purchaser financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of building be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. Because there is no commitment to sell more Units than the 15% (29 Units) necessary to declare the Plan effective, owner-occupants may never gain effective control and management of the Condominium.

Sponsor has obtained a construction loan from Lender. Lender has not required a minimum number or percentage of Units which must be under contract before the Plan may be declared effective. There are minimum release prices for each Unit set by Lender established which must be paid to Lender in order for Lender to release its lien from the Unit being sold. No Units may be rented by Sponsor except the Retail Unit or Parking Unit without the consent of Lender so long as the loan remains in place. However, Sponsor's unconditional right to rent rather than sell Units under the Plan shall not be affected to the extent Lender gives its consent to rent Units. Sponsor reserves the right to obtain additional financing.

Purchasers may be living in a mixed rental/owner-occupied building for an indefinite period of time or permanently. Moreover, owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts as to how the Condominium should be managed because of their different purposes in owning Residential Units (*i.e., for use as a home as opposed to a business or investment*).

Offer of Storage Licenses

The Condominium Board will license to Sponsor or its affiliate storage units, which are part of the Common Elements located in a portion of the Building identified as "Storage" on the Floor Plans set forth in the Plan and designated on the Floor Plans as #1 through #113, pursuant to the terms of a Storage License Agreement the form of which is set forth in Part II of the Plan as **Document Number 11**. The Building will contain 113 storage units which will be offered to Purchasers of Residential Units in this Condominium, as well as purchasers of residential units in the Tangram House West Condominium, if such building is built. Not every Purchaser will be offered a Storage License. In addition, storage units may be reserved for residential unit owners in the Tangram House West Condominium. Sponsor intends to sell Storage Licenses to Purchasers of Units in its sole discretion for the prices listed on Schedule A-1. Such sale will be effectuated by Sponsor and the Purchaser of a Storage License entering into an Assignment and

Assumption of Storage License the form of which is set forth in Part II of the Plan as **Document Number 12**. The fees for use of the storage units are listed in Schedule A-1 and may be changed by the Condominium Board.

A Purchaser who purchases a Storage License will be required to complete the purchase of the Storage License simultaneously with the closing of title to his or her Unit, even if a temporary or permanent certificate of occupancy has not been issued (and use for storage is not permitted) with respect to the portion of the Building in which the storage unit is located. If at the time of such closing of title, a temporary certificate of occupancy permitting such portion of the Building to be used for storage has not been issued, the Escrow Agent shall, until the issuance of such temporary or permanent certificate of occupancy, retain in the escrow account described in the section of the Plan entitled "**Procedure to Purchase**" a portion of such Purchaser's Down Payment equal to the purchase price for such Storage License.

Sponsor has the right to limit the number of Storage Licenses sold to any single Purchaser of a Unit or to make bulk sales, as it determines in its sole and absolute discretion. A storage unit licensed by a Unit Owner may be used only for the purpose set forth in the Storage License Agreement. Notwithstanding the foregoing sentence, storage units licensed by Sponsor may be used for any lawful purpose until assigned by Sponsor. A Storage License cannot be sold, transferred, assigned or licensed to anyone who neither owns nor is purchasing a Unit.

While Sponsor currently intends to offer the use of the storage units pursuant to Storage License Agreements, Sponsor reserves the right, prior to recording the Declaration of Condominium, to modify the use of all or a portion of the area designated as "Storage" if Sponsor, in its sole discretion, determines that it cannot build all or such portion of the "Storage" area. In such case, the Plan will be amended. A Purchaser will not be offered a right to rescind his or her Purchase Agreement, and will be required to close on the purchase of the Residential Unit without the right to license a storage unit, if the storage unit Purchaser intended to purchase is not built.

Features of Condominium Ownership

Ownership of a Residential Unit is similar in many respects to ownership of a private home. Each Residential Unit Owner owns fee title to his or her Residential Unit and is entitled to the exclusive possession thereof. In addition, each Residential Unit Owner also owns, in common with every other Unit Owner, an undivided percentage interest in the Common Elements. Further, each Residential Unit Owner has the right to use, in common with all other Unit Owners, the General Common Elements and the right to use, in common with all other Residential Unit Owners, the Residential Common Elements. Moreover, appurtenant to certain Residential Units is the exclusive right to use certain portions of the Common Elements, such as terraces and balconies, which are called Residential Limited Common Elements. Schedule A discloses which Units will have terraces and balconies.

The undivided interest in the Common Elements appurtenant to a Unit, expressed as a percentage (the "**Common Interest**"), has been determined upon the basis of each 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 the Condominium Act. The

aggregate Common Interests of all Units is 100%. Each Unit's Common Interest is listed in Schedule A.

The authority to manage the Condominium is vested in the Condominium's Board of Managers (the "**Board**" or "**Condominium Board**"), the members of which are elected by vote of the Unit Owners in accordance with their respective Common Interests (with the exception of Sponsor, who will maintain certain control beyond that to which it would be entitled as an ordinary function of its ownership interest). Each Unit Owner is obligated to comply with the Declaration, the By-Laws, the Rules and Regulations of the Condominium and any other requirements lawfully imposed by the Condominium Board. See the Section of the Plan entitled "**Board of Managers**." Each Unit Owner is also obligated to comply with the HOA Documents. See the Section of the Plan entitled "**Homeowners Association**."

The cost of operating and maintaining the General Common Elements will generally be shared by all Unit Owners in proportion to their respective Common Interests, except as may otherwise be provided in the Section of the Plan entitled "**Schedule B - Projected Budget for First Year of Condominium Operation**" ("**Schedule B**") or in accordance with the terms of the By-Laws. Generally, the cost of operating the Residential Common Elements will be shared by the Residential Unit Owners in proportion to their respective Residential Common Interests. Except for a Residential Unit owned by the Board on their behalf, Residential Unit Owners, as such, will have no interest in any rents, profits or revenues derived from the rental or use of any Retail Unit or the Parking Unit. The Condominium Board may make allocations of Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) subject to the provisions of the By-Laws, so long as such allocations are reasonable under the circumstances and are in accordance with the provisions of New York Condominium Act, Real Property Law § 339-(i) and (m). Each Unit Owner will be solely responsible for the payment of all Common Charges and any Special Assessments assessed against his Unit. See the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Board of Managers**." An estimate of Common Charges that will be payable by each Unit Owner during the first year of condominium operation of the Property is set forth in Schedule A.

Subject to certain conditions contained in the By-Laws, each Residential Unit Owner may mortgage his or her Residential Unit with such lender and in such amount as the Unit Owner chooses; although Sponsor makes no representation as to the ability of any Unit Owner to obtain financing. There are no limitations or restrictions on the rights of any Unit Owners to mortgage Units. See the subsection entitled "Mortgages of Units by Unit Owners" in the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Board of Managers**." Each Unit is separate and is not subject to the lien of any mortgage on any other Unit.

A Purchaser who wishes to assign his or her Purchase Agreement, or who wishes to resell his or her Residential Unit within twelve months after the First Closing, must obtain the express written consent of Sponsor or its designee, which consent may be withheld in Sponsor's sole discretion. In the event Sponsor grants consent, said Residential Unit Owner shall pay to Sponsor a fee in the amount of 5% of the aggregate of the sales price and the assignment price listed on the assignment agreement or 5% of the sales price listed on the sales agreement, as the case may be, which amounts shall be confirmed on the transfer tax forms. Notwithstanding the foregoing, any Permitted Mortgagee that acquires title to a Unit by foreclosure or deed in lieu of foreclosure shall be exempt from paying such fee upon the sale of the Unit. In addition,

Purchasers are subject to the right of first refusal in favor of the Sponsor or its designee or the Condominium Board, as the case may be, to acquire or lease Purchaser's Unit upon the same terms offered to the prospective buyer or tenant. The Retail Unit, the Parking Unit and Residential Units owned by Sponsor or its designee are not subject to the fee or the right of first refusal. See the subsection entitled "Sales and Leases of Units" in the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Board of Managers**" for further discussion.

Because the Condominium Board does not have the right to approve or disapprove Purchasers of Units in the Condominium, there is no limit on the number of Residential Unit Owners who may have purchased for investment rather than for personal occupancy and there may always be a substantial percentage of Residential Unit Owners who are non-residents.

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

Each Unit Owner may decorate the interior of his or her Unit in any desired manner, subject to compliance with the By-Laws and the Rules and Regulations, and will be solely responsible for the cost and expense of maintaining, repairing and painting his Unit. See the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Board of Managers**."

Although the Condominium Board will maintain fire insurance policies with all risk extended coverage insuring the Building and covering the interests of the Condominium, the Condominium Board, the Unit Owners and the Permitted Mortgagees, and the cost of such policies will be borne by the Unit Owners as part of the Common Charges, each Unit Owner will be required to maintain, at his or her own expense, liability insurance against claims for personal injury or property damage resulting from occurrences in his or her Unit and should consider maintaining, at his or her own expense, separate insurance on the contents of his or her Unit. See the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Board of Managers**."

Summary of Contents of the Plan

The agreement to purchase a Unit is called a "**Purchase Agreement**," the general form of which is set forth in Part II of the Plan as **Document Number 1**. The procedure to purchase is summarized in Part I of the Plan in the Section entitled "**Procedure to Purchase**."

A detailed description of the physical condition of the Property, prepared by Margulies Hoelzli Architecture, PLLC, and included as part of the "**Description of Property and Specifications**" set forth in Part II of the Plan as **Document Number 4**, should be reviewed

carefully by prospective Purchasers. Floor Plans of the Units are set forth in Part II of the Plan as **Document Number 5**.

The salient provisions of the Declaration of the Condominium (the "**Declaration**"), which establishes condominium ownership of the Property, the By-Laws of the Condominium (the "**By-Laws**"), which govern the operation of the Condominium, and the Rules and Regulations of the Condominium promulgated pursuant to the By-Laws (the "**Rules and Regulations**"), are partially summarized below in the Sections entitled "**Rights and Obligations of Unit Owners and Board of Managers**" and "**Board of Managers**" and are reproduced in full in Part II of the Plan as **Document Number 6** and **Document Number 7**, respectively.

The salient provisions of the HOA Declaration, including the HOA Rules and Regulations, and the HOA By-Laws are partially summarized below in the Section entitled "**Homeowners Association**" and are reproduced in full in Part II of the Plan as **Document Number 8** and **Document Number 9**, respectively. The Certificate of Incorporation of the Homeowners Association is reproduced in full in Part II of the Plan as **Document Number 10**.

The form of deed that Sponsor will issue to Purchasers of the Units and the form of power of attorney that each Unit Owner will be required to give to the Condominium Board are set forth in Part II of the Plan as **Document Number 3** and **Document Number 2**, respectively.

Sponsor is offering Purchasers of Residential Units the opportunity to purchase a Storage License, pursuant to the terms of a Storage License Agreement, the form of which is set forth in Part II of the Plan as **Document Number 11**. Storage licenses will be sold by assignment, the form of which is set forth in Part II of the Plan as **Document Number 12**.

The Certifications of Sponsor, Sponsor's Architect, Sponsor's Expert Concerning Adequacy of Budget and Sponsor's Expert Concerning Adequacy of Common Charges Payable by Non-Residential Unit Owners are set forth in Part II of the Plan.

Copies of the Plan and all exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection without charge, and copying will be available at a reasonable charge, at the office of the Selling Agent, by appointment, to prospective Purchasers and their attorneys.

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.

CERTAIN DEFINITIONS

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

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

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

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

"**Appurtenant Interest**" means the undivided interest of the owner of a Unit, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (a) the Common Elements; (b) any other Units owned or leased at the time in question by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; (c) any proceeds of the sale or lease of Units of the nature described in subdivision (b) above; and (d) any other assets of the Condominium.

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

"**Building**" means the building situated on the Land and having the street address 133-27 39th Avenue, Flushing, New York 11354.

"**By-Laws**" means the By-Laws of the Condominium, in the form set forth as **Document Number 7** in Part II of the Plan, including the Rules and Regulations, as amended from time to time pursuant to the terms thereof.

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

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

"**Common Charges**" means assessments payable to the Condominium Board by the Unit Owners for the purpose of meeting Common Expenses.

"**Common Elements**" means all parts of the Property other than the Units; the Common Elements consist of the General Common Elements and the Limited Common Elements.

"**Common Expenses**" means costs and expenses incurred or projected and attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements and as otherwise provided in the Declaration and the By-Laws.

"**Common Interest**" means the undivided interest in the Common Elements appurtenant to a Unit, expressed as a percentage.

"**Condominium**" means the Condominium, which is to be established pursuant to the terms of the Declaration and governed pursuant to the terms of the By-Laws.

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

"**Condominium Board**" means the governing body of the Condominium, whose members shall be selected pursuant to the terms of Articles 2 and 3 of the By-Laws.

"**Condominium Documents**" means, collectively, the Declaration, the By-Laws (including the Rules and Regulations) and the Floor Plans, all as may be amended from time to time.

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

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

"**Development Area**" The parcel(s) subject to the HOA Declaration at any time.

"**Down Payment**" means the payment on account of the Purchase Price, in an amount equal to ten percent (10%) of the Purchase Price, required to be paid by a Purchaser at the time of delivery of a Purchase Agreement.

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

"**Escrow Agent**" means the law firm of Herrick, Feinstein LLP, having an office at 2 Park Avenue, New York, New York 10016.

"**equal or better quality and design**" means comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

"**Facilities**" means all personal property and fixtures now or hereafter existing in, on or under the Land or the Building and either existing for the common use of two or more Units or

Unit Owners or necessary or convenient for the existence, maintenance or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "**Facilities**" shall include all equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing, fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, draperies, shades, window coverings, wallpaper, wall coverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

"**Family Members**" means, with respect to any natural person, such person's spouse, parents, grandparents, children, grandchildren and siblings (in each case, including by adoption).

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

"**First Closing**" means the date upon which fee title to a Residential Unit is first conveyed to a Purchaser pursuant to the Plan.

"**Floor Plans**" means the floor plans of the Building (showing, among other things, the layout, location and approximate dimensions of the Units) to be filed in the Register's Office simultaneously with the recording of the Declaration, together with any amendments and supplements thereto.

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

"**General Common Elements**" shall have the meaning ascribed to such term in Section 6.5 of the Declaration.

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

"**Hazardous Materials**" means chemicals, pollutants, contaminants, wastes and toxic substances, including solid or hazardous waste, hazardous substances, toxic substances, insecticides, fungicides, rodenticides, gasoline or any other petroleum product or byproduct, polychlorinated biphenols, asbestos and urea formaldehyde to the extent any such substances are described as hazardous in any federal, state or local laws and regulations relating to pollution or protection of human health or the environment including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Insecticide, Fungicide, and Rodenticide Act, as amended; the Resource Conservation and

Recovery Act, as amended; the Superfund Amendments and Reauthorization Act of 1986, as amended; and the Toxic Substances Control Act, as amended.

"**HOA Improvements**" means those areas and amenities described in the Subsection of the Plan entitled "**HOA Improvements**" in the Section of the Plan entitled "**Description of Property and Improvements**" that will be maintained and operated by the Homeowners Association, if the Homeowners Association becomes operational.

"**HOA By-Laws**" means the By-Laws of the Homeowners Association, in the form set forth as **Document Number 9** in Part II of the Plan.

"**HOA Declaration**" means the Declaration of Covenants, Conditions, Easements and Restrictions, including the HOA Rules and Regulations, as amended from time to time pursuant to the terms thereof, in the form set forth as **Document Number 8** in Part II of the Plan.

"**HOA Managing Agent**" means a Person or Persons employed by the Homeowners Association who shall undertake to perform the duties and services that the Homeowners Association shall direct, and who shall have whatever powers the Homeowners Association shall delegate, both subject to the limitations contained in the HOA By-Laws. The initial HOA Managing Agent will be FirstService Residential having an address at 622 Third Avenue, New York, NY 10017.

"**HOA Property**" means the portions of the land and buildings subject to easements in favor of the Homeowners Association and managed by the Homeowners Association.

"**HOA Rules and Regulations**" means the rules and regulations of the Homeowners Association annexed to the HOA Declaration as Exhibit C, as amended, modified, deleted from or added to from time to time, pursuant to the terms of the HOA Declaration.

"**Homeowners Association**" means the Tangram Homeowners Association, Inc., which shall operate certain amenities located in the Condominium and the rest of the Project.

"**Hotel Condominium**" means that building that is expected to be built at 133-36 37th Avenue as part of phase two of the Project, which is expected to be developed as a condominium, although it may ultimately not be developed as a condominium. The term "Hotel Condominium" is for use within this Plan; the building may have a different name.

"**Initial Control Period**" means the period ending on the earlier of: (i) the closing of title with Purchasers under the Plan to Units having more than ninety-five percent (95%) of the aggregate Common Interests appertaining to all Units or (ii) the twenty-fifth (25th) anniversary of the First Closing.

"**Institutional Lender**" means (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust or mortgage trust, (ii) a federal, state, municipal, teachers' or union employee, welfare, pension or retirement fund or system having assets in excess of $300,000,000, in each case doing business in the State of New York, or (iii) any Governmental Authority.

"**Insurance Trustee**" means a bank or a trust company in the State of New York having a capital surplus and undivided profits of $500,000,000 or more, from time to time appointed to serve as such by the Condominium Board.

"**Land**" means the parcel of land upon which the Building is situated, as more fully described in Exhibit A of the Declaration.

"**Lender**" means HSBC Bank USA, N.A. located at 425 Fifth Avenue, New York, New York 10018.

"**Limited Common Elements**" means Common Elements which are limited in use to one Unit or group of Units but not all Units.

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

"**Loading Dock**" means the loading dock to be constructed at 133-36 37th Ave, Flushing, New York, in a part of the Project other than the Condominium which the Condominium will have an easement to use.

"**Managing Agent**" means the Person engaged by the Condominium Board as a managing agent or manager pursuant to Section 2.4 of the By-Laws who undertakes to perform such duties and services as the Condominium Board shall authorize or direct. The initial Managing Agent will be FirstService Residential having an address at 622 Third Avenue, 15th Floor, New York, NY 10017.

"**Non-Voting HOA Members**" means the Unit Owners in this Condominium and the unit owners in the Tangram House West Condominium, who will be non-voting, non-paying members of the Homeowners Association. These unit owners are considered non-paying members because unit owners will not make payments directly to the Homeowners Association, but will instead make payments to the condominium boards.

"**Parking**" means the Parking Unit and the parking units located in the Podium underneath the Tangram House West Condominium and Hotel Condominium that connect underground to create one contiguous parking garage.

"**Parking Common Elements**" shall have the meaning ascribed to such term in Section 6.6 of the Declaration.

"**Parking Unit**" means the Unit designated as a Parking Unit in the Declaration.

"**Parking Unit Owner**" means the owner of the Parking Unit.

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

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

"**Permitted Mortgage**" shall have the meaning ascribed to such term in Section 7.6.1 of the By-Laws.

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

"**Permitted Occupant**" means the lawful occupants of the residential condominium units in this Condominium and Tangram House West Condominium and the lawful occupants of the Hotel Condominium Unit, or the hotel, as the case may be, and the guest of the foregoing.

"**Person**" means any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, limited liability company, organization, government or any department or agency thereof, or any other entity.

"**Plan**" means this offering plan to convert the Property to condominium ownership filed with the Department of Law pursuant to Section 352-e of the General Business Law of the State of New York, as amended from time to time.

"**Podium**" means the structural base of the four towers and will contain retail areas that are generally located on the ground and first floors and the Parking located on the sub-cellar 1, sub-cellar 2 and sub-cellar 3 floors, which Sponsor and entities related to Sponsor intend to construct.

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

"**Project**" means this Condominium located at 133-27 39th Avenue, the Tangram Tower Condominium located at 37-12 Prince Street, the Hotel Condominium located at 133-36 37th Avenue, and the Tangram House West Condominium located 37-09 College Point Boulevard in Queens, New York, block 4972, lots 65, 66, 67 and 68. The lots are part of the previous lot 65 which is being or has been subdivided.

"**Property**" means the Land, the Building, all other improvements erected or to be erected on the Land, all easements, rights, and appurtenances pertaining thereto and all other property, real, personal or mixed, used or intended to be used in connection therewith.

"**Purchase Agreement**" means the agreement between Sponsor and a Purchaser under the Plan in the form set forth as **Document Number 1** in Part II of the Plan. It is not required to be used for purchases of the Retail Unit or the Parking Unit. If the Retail Unit or the Parking Unit shall be offered for sale, sales of such Unit shall be negotiated separately using forms the parties may agree upon.

"**Purchase Price**" means the purchase price of a Unit as set forth on Schedule A and may include the purchase price of any Storage License as set forth on Schedule A being purchased by the Purchaser of such Unit.

"**Purchaser**" means a Person or Persons buying a Unit under a fully executed Purchase Agreement pursuant to this Plan, whether for personal occupancy or use of the Purchaser or a Family Member or for rental or other investment purposes.

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

"**Resident Manager's Unit**" shall mean the Residential Unit designated as Resident Manager's Unit in the Declaration.

"**Residential Common Elements**" shall have the meaning ascribed to such term in Section 6.6 of the Declaration.

"**Residential Common Interest**" means, with respect to a Residential Unit, the number, expressed as a percentage, obtained by dividing the Common Interest appertaining to such Residential Unit by the aggregate Common Interests appertaining to all Residential Units.

"**Residential Limited Common Elements**" shall have the meaning ascribed to such term in Section 6.6 of the Declaration.

"**Residential Mortgage Representatives**" means the representatives of the holders of all Permitted Mortgages encumbering Residential Units, if designated by the holders of Permitted Mortgages in accordance with the terms of Section 7.6 of the By-Laws.

"**Residential Section**" shall have the meaning ascribed to such term in Section 5.1 of the Declaration.

"**Residential Unit**" means any Unit designated as a Residential Unit in the Declaration.

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

"**Retail Common Elements**" shall have the meaning ascribed to such term in Section 6.6 of the Declaration.

"**Retail Unit**" means the Unit designated as a Retail Unit in the Declaration.

"**Retail Unit Owner**" means the owner of the Retail Unit.

"**Rules and Regulations**" means the rules and regulations of the Condominium annexed to the By-Laws as Schedule A, adopted by the Condominium Board pursuant to the By-Laws, as amended, modified, deleted from or added to from time to time, pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the By-Laws.

"**Selling Agent**" means Fultonex Realty, LLC, 136-17 39th Avenue, Unit 3G, Flushing, NY 11354.

"**Special Assessments**" means the charges allocated and assessed against all Units by the Condominium Board and payable by all Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with Section 6.1.5 of the By-Laws.

"**Sponsor**" means (a) Tangram House South Sponsor LLC, a Delaware limited liability company, having an address at 136-20 38th Avenue, Flushing, New York 11354 and (b) any Sponsor Successor, as the context may require.

"**Sponsor's Counsel**" means the law firm of Herrick, Feinstein LLP, having an office at 2 Park Avenue, New York, New York 10016.

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

"**Storage License**" means a written agreement pursuant to which the Purchaser of a Residential Unit has the exclusive right to use a designated storage unit.

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

"**Tangram Tower Condominium**" means that condominium formed, or to-be formed, at 37-12 Prince Street, which shall be part of phase one of the Project.

"**Tangram House West Condominium**" means that condominium that is expected to be formed at 37-09 College Point Boulevard as part of phase two of the Project.

"**Unit**" means a space designated in the Declaration as a Residential Unit, Retail Unit or Parking Unit.

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

"**Unsold Residential Unit**" means any Residential Unit owned at the time in question by Sponsor. An Unsold Residential Unit shall retain its status and character as an Unsold Residential Unit until: (i) it is no longer owned by Sponsor; (ii) it is occupied by a Unit Owner or a Family Member of a Unit Owner; or (iii) it is conveyed to a bona fide Purchaser for occupancy by the Purchaser or by a Family Member of the Purchaser. Further, a Residential Unit that is

conveyed to Sponsor by a Purchaser who has elected to rescind his purchase of the Unit and receive a refund of the Purchase Price paid for the Residential Unit as provided in the Plan shall thereupon once again become an Unsold Residential Unit.

"**Voting HOA Members**" means the following members of the Homeowners Association: the Class A Members (the members of the condominium board of the Tangram House South Condominium), Class B Members (the members of the condominium board of the Tangram House West Condominium), the Class C Member (the Hotel Owner) and the Class D Members (Sponsor or its affiliates).

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

All other capitalized terms used in Part I of the Plan that are not defined herein or separately defined in Part I shall have the meaning ascribed thereto in Exhibit C of the Declaration.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Land

The Land is located at 133-27 39th Avenue, Flushing, in the Borough of Queens, in the City and State of New York. The Property is known as Tangram House South and the overall Project is known as Tangram. A metes and bounds description of the Land is set forth in the Declaration. The Property is currently designated as Block 4972, Lot 65, on the Tax Map of the Borough of Queens.

The Building and Improvements

Sponsor is acquiring fee title to the Land from Two Fulton Square, LLC prior to the First Closing pursuant to a purchase and sale agreement. Prior to the development of the Project, the Land contained a vacant mall, which was demolished.

Sponsor intends to build the Building in accordance with the plans and specifications prepared by Margulies Hoelzli Architecture, PLLC, copies of which are available for examination by prospective Purchasers at the Selling Agent's office. Such plans and specifications as the same may be amended from time to time by Sponsor are referred to in this Plan as the "**Plans and Specifications**."

The building will be 15 stories above-grade with sub-cellar levels 1, 2 and 3 containing parking and residential storage lockers; a cellar floor that will contain retail space and residential amenities, which will be named the ground floor; and a basement floor that will contain a residential lobby and office, which will be named the ground floor. Above the ground floor will be the first floor containing retail space. Floors 2-3, 5-12, PH-1, PH-2 and PH-3 will be residential floors.

A general description and outline of the specifications of the Building, equipment, furnishings and facilities is set forth in the Section of the Plan entitled "**Description of Property and Specifications**" in Part II of the Plan.

The improvements described in the Plans and Specifications shall, upon issuance of a permanent certificate of occupancy for the Building, be in compliance with New York City Zoning Resolution and all other Applicable Law.

Construction Schedule

Construction of the Building commenced in June 2015. It is anticipated that Tangram House South and the Parking for the entire Project will be completed in the winter of 2018, but that Tangram House South will receive its first temporary certificate of occupancy covering Residential Units in the summer of 2018 and the First Closing is estimated to take place July 1, 2019. The retail areas in the Project will be built out by individual tenants and will not be completed until 2019. If phase two is constructed, it is anticipated that it will be completed in the summer of 2020. It is anticipated that operations of the Homeowners Association will begin in the summer of 2020. Purchasers will be required to close title to their respective Units in accordance with the Sections of the Plan entitled "**Procedure to Purchase**" and "**Terms of Sale**" even if their respective Units are completed earlier or later than such date. The obligations

of Sponsor under this Plan and any Purchase Agreement are subject to delay resulting from acts of God, strikes, lockouts, weather, floods, epidemics, quarantine restrictions, freight embargo, shortages of or inability to obtain adequate materials, equipment or labor, governmental restrictions or preemptions, damage by fire or the elements or any other cause over which Sponsor does not have control.

Construction of the Building shall be deemed fully completed in accordance with the Plans and Specifications when (a) a temporary or permanent certificate of occupancy for the Residential Units shall have been issued by the Department of Buildings of the City of New York and (b) Sponsor's architect or engineer shall have certified that the construction has been completed in accordance with the Plans and Specifications except for (i) work in Residential Units to be done by or for the account of Purchasers, (ii) work in the Building customarily left incomplete until after occupancy and (iii) punch-list items. Issuance of a temporary or permanent certificate of occupancy and the certification of Sponsor's architect or engineer shall be deemed and considered conclusive evidence that the Building and any other improvements have been completed in accordance with the Plans and Specifications, subject, however, to any obligations of Sponsor to cause defects in construction or materials to be corrected as hereinafter may be set forth in this Plan. See the Section of the Plan entitled "**Rights and Obligations of Sponsor**."

Units and Common Elements

It is anticipated that the Condominium will contain 192 Residential Units (including 1 Resident Manager's Unit), one Retail Unit and one Parking Unit. A summary description of the Units offered for sale under this Plan is set forth in the Section of the plan entitled "**Introduction**" and in Schedule A. The Floor Plans are set forth in Part II of the Plan.

Recreation Areas; Other Amenities in this Building

The amenities initially available to the Residential Unit Owners in this Condominium will be bicycle storage on sub-cellar 2; a laundry room on the ground floor; a lobby with a 24-hour doorman and package room on the lobby floor; a fitness center, lounge/library/pantry, toilets and lobby with a mailroom on the second floor; open space area at the Retail Plaza; open space area at the Residential Street Level Plaza; and an open space area on the roof of the Podium located between the towers in the Project. The amenities in this Building are anticipated to be completed during the winter of 2018, and may not be completed at the time of the First Closing.

HOA Improvements

If the Homeowners Association becomes operational, certain amenities as hereinafter set forth (the "HOA Improvements") will be subject to easements in favor of the Homeowners Association for management purposes and in favor of the Permitted Occupants of certain Condominiums (if and when constructed) as follows:

(1) The fitness room, lounge, library, pantry and toilets located on the second floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(2) The corridors on sub-cellar 3, sub-cellar 2, sub-cellar 1, the ground floor and the lobby floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(3) The garage elevators running from sub-cellar 3 to the second floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(4) The laundry room on the ground floor and the building staff areas on the ground floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(5) The manager's office and the street lobby, front desk and package room in the lobby of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(6) The open space area at the Residential Street Plaza outside of Tangram House South Condominium at the lobby level are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(7) The children's playroom intended to be constructed on the second floor of Tangram House West Condominium is for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(8) The terraces intended to be located at the second floor and third floor building setbacks outside of the Tangram House West Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(9) The indoor pool intended to be constructed on the third floor at the Hotel Condominium is for the use of the Permitted Occupants of Tangram House South Condominium, Tangram House West Condominium and the Hotel Condominium.

(10) The terrace intended to be located at the third floor building setback outside of the Hotel Condominium is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium and the guests of the Hotel Condominium.

(11) The hotel fitness and spa center intended to be constructed on the third floor at the Hotel Condominium are for the use of the Permitted Occupants of Tangram House South Condominium, Tangram House West Condominium and the Hotel Condominium.

(12) The roof terrace intended to be located on the twelfth and roof floors of the hotel is for the use of the Permitted Occupants of the Tangram House South

Condominium and Tangram House West Condominium and the guests of the Hotel Condominium.

(13) The library, lounge, meeting room, pantry and toilets intended to be constructed in the second floor of the Hotel Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(14) The elevator and lobbies on the second, third, fourth twelfth and roof floors for access to the hotel pool, gym, spa and roof terraces intended to be constructed at the Hotel Condominium are for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(15) The tennis court to be located outside of the Hotel Condominium at the third floor level is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(16) The roof terrace intended to be located outside of the Hotel Condominium at the fourth floor level is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(17) The terrace on the roof of the Retail Facility is for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

If the Tangram House West Condominium and/or the Hotel Condominium are built, it is anticipated that the amenities located therein will be available to the Residential Unit Owners in the summer of 2020. However, Sponsor makes no representation or warranty that the improvements and amenities to be located inside or outside of the Tangram House West Condominium or Hotel Condominium will be completed, or as to the actual completion date of any such improvements or amenities. In the event the Tangram House West Condominium and/or the Hotel Condominium are not built, the amenities that were to be located therein will not be available for use. In the event that the Tangram House West Condominium is not built, the Homeowners Association will never become operational.

If a fitness center is built in the Hotel Condominium, the Board of this Condominium may modify the use of the fitness center in this Condominium, provided such area remains Residential Common Elements for the use of the Residential Unit Owners (and the residential unit owners of the Tangram House West Condominium, if the Homeowners Association is operational).

Hotel Amenities

If the Hotel Condominium is constructed prior to the Tangram House West Condominium, the Unit Owners in this Condominium will have the right to access and use the pool, fitness center, spa and tennis court located at the Hotel Condominium. Each lawful occupant of a Residential Condominium Unit who chooses to use these amenities will pay a fee of $125 payable to the board of managers of the Hotel Condominium, which fee may be changed by such board of managers. The fee will not be part of Common Charges. If and when the

Tangram House West Condominium is later built, the Homeowners Association will become operational and there will no longer be a separate fee to use the amenities located in the Hotel Condominium. Instead, all Residential Unit Owners in this Condominium will have access to all HOA Improvements and be required to pay Common Charges towards HOA Expenses.

Parking

Sponsor intends to make available 134 paid vehicular parking spaces and 96 paid bicycle parking spaces for the Residential Unit Owners in this Condominium on sub-cellar level 3 of the entire parking structure in the Podium. The residential parking will initially be operated as a valet parking garage, although it may become a self-parking garage. Access to the residential parking is by means of a concrete ramp from the Building street frontage along 39th Avenue. The Parking will be managed by the Parking Unit Owner or a separate operator; the Residential Unit Owners will contract directly with the Parking Unit Owner or the operator for hourly, daily, weekly, monthly or other rates. If access to the residential parking spaces in the neighboring Tangram House West Condominium and Hotel Condominium are not available because the Parking has not been completed, interim parking locations will be provided for the valet parking. The bicycle parking spaces reserved for the Residential Unit Owners will be located in the portion of the Building identified as "Bicycle Storage" on the Floor Plans set forth in the Plan.

Paid parking for all of the retail space in the Project will be on sub-cellar levels 1, 2 and 3 of the Podium. Initially, parking on sub-cellar levels 1 and 2 will be self-parking and parking on sub-cellar level 3 will be valet parking, but these operations may change. It is anticipated that approximately 112 parking spaces on sub-cellar levels 1 and 2 of the entire parking garage will be reserved for the Retail Unit in this Condominium. However, this number is subject to change based on the use of the Retail Unit. Payments for the use of the retail parking spaces will be determined by the Parking Unit Owner or the operator and will be made directly by the user to the Parking Unit Owner or the operator. Tangram Tower Condominium does not contain parking; the unit owners at Tangram Tower Condominium and their guests will park in the Parking Unit in this Condominium and the parking units in the Tangram House West Condominium and the Hotel Condominium. In addition, the parking in the Project will be open to the general public. Automobile access to the retail parking is by means of the concrete ramp along 39th Avenue or the concrete ramp from College Point Boulevard. Bicycle parking spaces reserved for the Retail Unit Owner will be located inside the Retail Unit.

If the Board of this Condominium later determines that the amount of parking provided is no longer needed, the Board may modify the use of some or all of the parking area.

Certificate of Occupancy

Prospective 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 covering the entire building but with only a temporary certificate of occupancy, and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both temporary certificates of occupancy and permanent certificates of occupancy are issued by the DOB. A temporary certificate of occupancy 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 and regulations for the uses and occupancies specified in the temporary certificate of occupancy. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All temporary certificates of occupancy have an expiration date. A temporary certificate of occupancy typically expires 90 days after the date of issuance. When a temporary certificate of occupancy for a building 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 temporary certificate of occupancy rather than a permanent certificate of occupancy. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each temporary certificate of occupancy received prior to expiration thereof and, ultimately, for obtaining a permanent certificate of occupancy covering the entire building within two years from the date of the issuance of the first temporary certificate of occupancy. Sponsor and its principals make no representation or guarantee, however, that the DOB will issue a permanent certificate of occupancy within such two-year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING AND SHALL EXERCISE BEST EFFORTS TO OBTAIN A PERMANENT CERTIFICATE OF OCCUPANCY WITHIN SUCH TWO-YEAR PERIOD WHILE KEEPING THE TEMPORARY CERTIFICATE OF OCCUPANCY CURRENT. THE UNIT OWNERS AND THE CONDOMINIUM BOARD SHALL BE OBLIGATED TO COOPERATE WITH AND REFRAIN FROM OBSTRUCTING SPONSOR IN THESE UNDERTAKINGS.** Prospective Purchasers are advised to visit the DOB web site for further recommendations when purchasing a unit in a building that does not have a permanent certificate of occupancy. A fact sheet on Certificates of Occupancy is available on the DOB website at *http://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page*. Purchasers should refer to the Section of the Plan entitled "**Rights and Obligations of Sponsor**" for details as to the manner in which Sponsor's obligation to obtain a permanent certificate of occupancy will be secured.

Purchase of Resident Manager's Unit

At a time determined by Sponsor, Sponsor shall sell Unit 2A (the Resident Manager's Unit). It is anticipated that title to the Resident Manager's Unit, together with its Appurtenant Interest, shall be conveyed to both the Condominium Board, or its designee, and the condominium board of the Tangram House West Condominium, or its designee, on behalf of all residential unit owners in both condominiums, as tenants in common. It is anticipated that the conveyance of the Resident Manager's Unit will occur on or before the winter of 2020.

The Residential Unit Owners in this Condominium will contribute 60.22% to the Purchase Price of the Resident Manager's Unit plus 60.22% of closing costs and the residential unit owners in the Tangram House West Condominium will contribute 39.78% to the Purchase Price plus 39.78% of closing costs. The Purchase Price plus closing costs totals $1,018,850 (the "Total Cost"). Each Purchaser in this Condominium will be required to pay at the closing of his or her Unit the portion of such cost as set out in the first column on Schedule A-2, which is determined in accordance with such Unit's Residential Common Interest (excluding the Resident Manager's Unit from the calculation). Such payment shall be made payable to Escrow Agent who shall hold the payment in escrow in an interest-bearing escrow account until Sponsor wishes to sell the Resident Manager's Unit. At such time as Sponsor wishes to sell the Resident

Manager's Unit, the payments made by Purchasers shall be released from escrow and the Tangram House West Condominium will contribute the remaining 39.78% of the Total Cost, so that the Resident Manager's Unit can be purchased with cash.

If the Tangram House West Condominium is not built, the Resident Manager shall only be employed by this Condominium. This Condominium Board may assess each Residential Unit Owner in this Condominium in proportion to their respective Residential Common Interests for the remaining 39.78% of the Total Cost in order to purchase the Resident Manager's Unit from Sponsor. In that case, the total amount paid by each Residential Unit Owner will be the costs set out in the second column on Schedule A-2. At Sponsor's option, the Condominium Board may instead borrow the remaining 39.78% of the Total Cost from Sponsor or a lender and repay the loan over time, with interest, through payments made by the Residential Unit Owners in accordance with the Unit's Residential Common Interest (excluding the Resident Manager's Unit from the calculation).

Sponsor reserves the right, in its sole discretion, to choose a different Residential Unit other than Unit 2A to use as the Resident Manager's Unit, provided, however, that such sale shall only be made pursuant to an amendment to the Plan and shall not result in an increase of each Purchaser's share of the cost of the Resident Manager's Unit by 25%. So long as Sponsor is in control of the Board, Sponsor shall choose the Resident Manager. After Sponsor is no longer in control of the Board, the Board shall choose the Resident Manager.

Studio Furniture

The purchase of a studio apartment only will include, at no extra charge, custom, built-in furniture as described below. Such furniture shall be shown in the model studio apartment. A Purchaser of a studio apartment may opt not to include such furniture in the purchase of his or her Unit, but there will be no reduction in the Purchase Price. The Purchasers of one bedroom, two bedroom and three bedroom apartments will not have the option to purchase a furnished apartment. Additionally, any furniture shown in a model one bedroom, two bedroom or three bedroom apartment is not available as part of the purchase of an apartment.

Studio Apartment Furniture		
Item	**Location**	**Quantity**
Closet	LIVING/ BED ROOM	2
Credenza w/ folding dining table	LIVING/ BED ROOM	1
Desk with Shelving	LIVING/ BED ROOM	1
Desk and Dining Chair	LIVING/ BED ROOM	3
Bed frame w/ headboard	LIVING/ BED ROOM	1
Side bed table	LIVING/ BED ROOM	1
Coffee table	LIVING/ BED ROOM	1
Sofa	LIVING/ BED ROOM	1
Mattress	LIVING/ BED ROOM	1
LED TV with wall mount	LIVING/ BED ROOM	1

LOCATION AND AREA INFORMATION

Location and Surrounding Area

The Condominium is located at 133-27 39th Avenue, Flushing, New York 11354. It is in a C4-2 zoning district which permits commercial, office, residential and accessory uses and community facility uses.

Transportation

Public Transportation provided by the New York State Metropolitan Transit Authority is accessible close to the Building. There is a subway stop for the number 7 subway line at Main Street and Roosevelt Avenue. Various bus stops are located along 39th Avenue, Main Street and Roosevelt Avenue. The Long Island Railroad Port Washington line has a Flushing station located three blocks away at 40th Road between Main Street and Prince Street. The Property is less than 1/2 mile from the Van Wyck Expressway and the Grand Central Parkway.

Retail

The Project will contain retail stores. In addition, the Building is located within the major shopping area of downtown Flushing. The Shops at SkyView Center at 40-24 College Point Boulevard is less than 1/2 mile away and includes supermarkets and national and regional retail establishments.

Medical Facilities

The nearest hospital is Flushing Hospital Medical Center located at 4500 Parsons Boulevard in Flushing.

Municipal Services

The Condominium is located within the 109th Precinct of the New York City Police Department. The station is at 37-05 Union Street, approximately three blocks away.

The nearest fire station is Engine 273 at 40-18 Union Street approximately five blocks away.

Trash disposal will be private and contracted for by the Managing Agent and will be included in Common Charges.

Neighboring Properties

Sponsor or related parties developed and/or have interests in the following properties near the Condominium:

- One Fulton Square Condominiums Inc., 39-16 Prince St Flushing, NY 11354, approximately 1 block away

- Flushing Commons, 37-10 37th Avenue, Flushing, NY 11354, approximately 3 blocks away

- Queens Crossing Condominium, 136-20 38th Ave Flushing, NY 11354, approximately 2 blocks away

- 133-36 37th Avenue, 37-12 Prince Street and 37-09 College Point Boulevard and their improvements, adjacent to the building on the same zoning lot. The Condominium and the adjacent buildings on the same zoning lot comprise the Project

- 37-02 College Point Blvd Flushing, NY 11354 and its improvements, approximately 1 block away

- 35-32, 35-50I College Point Blvd Flushing, NY 11354 and their improvements, approximately 3 blocks away

- 37-01 138th St Flushing, NY 11354, approximately 3 blocks away

Sponsor or its related entities intend to construct the Project, consisting of the Condominium as well as the Tangram Tower Condominium located at 37-12 Prince Street, the Tangram House West Condominium located at 37-09 College Point Boulevard and the Hotel Condominium located at 133-36 37th Avenue to be built over the Podium. The Podium will contain contiguous retail facilities and contiguous parking garages, which will operate seamlessly beneath the towers.

The Project has a Board of Standards and Appeals Special Permit to permit the penetration of the flight obstruction area of La Guardia Airport.

The following documents are of record or will become of record against or for the benefit of the property:

1. Stipulation and Order of Settlement in CRFN 2007000603182;

2. Parking Covenant and Restriction in CRFN 2015000193602;

3. Off Site Parking Restrictive Declaration in CRFN 2016000325092 (supersedes 2 above);

4. Temporary Access Agreement to be recorded;

5. Driveway/Frontage Space Restrictive Declaration in CRFN 2016000409483;

6. Plumbing System Restrictive Declaration in CRFN 2016000409485; and

7. Party Wall Restrictive Declaration in CRFN 2016000409484;

8. Parking and Loading Dock Access Agreement to be recorded.

TANGRAM HOMEOWNERS ASSOCIATION

Overview

Tangram Homeowners Association (the "Homeowners Association") is a Type A corporation that was duly incorporated under Section 201(a) of the New York Not-For-Profit Corporation Law on January 31, 2017.

Regardless of the order in which the phase two towers are completed, the Homeowners Association will only become operational upon the filing of a condominium declaration for the Tangram House West Condominium. It is anticipated that the Homeowners Association will become operational in the summer of 2020. At that time, the Voting HOA Members of the Homeowners Association will be (i) the members of this Condominium Board (including Sponsor for so long as Sponsor is a member of the Condominium Board) (the "Class A Members"), (ii) the members of the condominium board of the Tangram House West Condominium, which shall include Sponsor or its Affiliate for so long as it is a member of the condominium board (the "Class B Members"), and (iii) the owner of the Hotel Condominium Unit, or the owner of the hotel building, as the case may be (the "Hotel Owner" or the "Class C Member"). If the Hotel Condominium was not previously constructed, the Hotel Owner shall become the Class C Member if and when that building is constructed. Unless and until the Hotel Condominium is constructed, Affiliates of Sponsor will also be "Class D Members" of the Homeowners Association. The Class A Members, Class B Members, Class C Members and Class D Members are known as the "Voting HOA Members." Additionally, the Residential Unit Owners in this Condominium and the residential unit owners in the Tangram House West Condominium shall be non-voting, non-paying members of the Homeowners Association (the "Class E Members"). The unit owners are considered non-paying members because unit owners will not make payments directly to the Homeowners Association.

The HOA Declaration set forth as Document Number 8 in Part II of the Plan shall be recorded against all of the land that comprises the Project prior to the first closing in this Condominium. If the Homeowners Association becomes operational, all Residential Unit Owners will be subject to the HOA Documents.

If the Tangram House West Condominium is not constructed, the Homeowners Association will never become operational, and the HOA Declaration may be terminated by Sponsor so that it no longer encumbers the land that comprises the Project. In addition, if one or both of the phase two towers are not developed, the portion of the Podium that does not have towers above it may be sold to, and developed by, an entity that is unrelated to Sponsor.

Sponsor and the sponsors of the Hotel Condominium and the Tangram House West Condominium intend, from time to time to grant easements in and to certain open spaces and indoor amenities to the Residential Unit Owners, the residential unit owners in the Tangram House West Condominium, and the guests of the Hotel Condominium. It is not intended that the Homeowners Association will own any property, initially. However, the tennis court and other recreation areas at the Hotel Condominium may ultimately be conveyed to the Homeowners Association. The Homeowners Association's purpose is to operate, maintain and manage those portions of the Project that are to be shared among the Residential Unit Owners in this Condominium, the residential unit owners in the Tangram House West Condominium and the

guests of the Hotel Condominium and to contribute to the peaceful use and enjoyment of such areas.

Homeowners Association Board of Directors and Officers

The HOA Board will initially consist of three (3) Class D directors, to be designated from time to time by Sponsor and the sponsors of the other condominiums (who are the declarants of the HOA Declaration). At present, Sponsor anticipates that the initial directors of the Homeowners Association will be Richard Siu, Paul Teng and Alex Chiu, each having an address c/o Fulton SCG Development LLC, 136-20 38th Avenue, Flushing, New York 11354, and who are all designees of Sponsor. Upon the filing of each Condominium Declaration, the Class A Members, Class B Members, and Class C Member shall elect one director to replace one Class D director.

(1) All directors shall be either Sponsor or other declarants of the HOA Declaration or the Hotel Owner or a member of the board of managers of the Tangram House South Condominium or Tangram House West Condominium.

(2) There shall be no restrictions on the identity of the directors designated or elected by Sponsor or the other declarants of the HOA Declaration.

(3) After the Tangram House South Condominium and Tangram House West Condominiums are formed, the boards of managers of those Condominiums shall each be responsible for electing a director who shall be a sponsor of the Condominium so long as the sponsor controls the board of managers.

(4) If the Hotel Condominium is built, the Hotel Owner, who is affiliated with Sponsor, shall elect one director.

The first meeting of the Board of Directors shall be held within 30 days after the appointment of a director who is not appointed by Sponsor or another declarant of the HOA Declaration. Such meeting will not be held until the Homeowners Association becomes operational, after Tangram House West is constructed.

Each director of the HOA Board shall be subject to removal from office as follows:

(3) with respect to any director elected by a condominium board of managers with or without cause, by a majority of the votes, respectively, of that condominium board of managers.

(4) with respect to the director elected by the Hotel Owner with or without cause, by the Hotel Owner.

(5) with respect to any director appointed by declarants of the HOA Declaration, their successors and assigns, such director may only be removed by declarants, their successors or assigns, or when replaced as set forth in the HOA Declaration.

Any director elected by a condominium board of managers may be removed from office only at a meeting of a condominium board of managers, and shall be given prior written notice thereof and an opportunity to be present and heard thereat.

Any director may resign his or her directorship at any time by giving written notice thereof to the HOA Board and any applicable condominium board of managers. Any director who shall cease to be qualified for directorship pursuant to the terms of the HOA By-Laws shall be deemed to have resigned his or her directorship effective as of the date upon which such qualification shall cease.

Any officer of the Homeowners Association corporation may be removed from office, with or without cause, by an affirmative vote of a majority of the directors of the HOA Board. In addition, any officer of the Homeowners Association may resign at any time by giving written notice to the HOA Board. Finally, if the president of the Homeowners Association shall cease to be a director during his or her term of office, such officer shall be deemed to have resigned his or her office effective upon the date upon which his or her status as a director shall cease.

Except as otherwise expressly provided in the HOA By-Laws, the unanimous vote of the directors of the HOA Board present and voting at a meeting thereof at which a quorum being present shall constitute the decision of the HOA Board. A majority of the Directors shall constitute a quorum.

Any provision contained in the HOA By-Laws may be amended, modified, added to, or deleted by the unanimous vote of all Voting HOA Members. Notwithstanding the foregoing sentence, but subject to any limitation imposed by law, no amendment to the HOA By-Laws shall be adopted without the prior written consent of Sponsor, if Sponsor owns any Unit(s).

Homeowners Association Charges and Assessments and Lien for Nonpayment

If the Homeowners Association becomes operational, the HOA Board will prepare and adopt a budget for the Homeowners Association annually and will determine the aggregate amount of maintenance necessary to be charged to the Voting HOA Members in order to meet the anticipated expenses of the Homeowners Association (the "HOA Expenses"). The HOA Board will allocate and assess to the Hotel Owner and the condominium boards of the Tangram House South Condominium and Tangram House West Condominium maintenance to meet the HOA Expenses, in accordance with the allocations below. The condominium boards will collect these amounts as common charges from the residential unit owners. The estimated HOA Expenses for the anticipated first year of Homeowners Association operation are set forth on **Schedule C**.

Certain HOA Expenses will be shared by the Residential Unit Owners in this Condominium and the residential unit owners in the Tangram House West Condominium, which will be allocated as follows: 75% of such HOA Expenses will be paid by the Tangram House South Condominium and 25% of such HOA Expenses will be paid by the Tangram House West Condominium.

The HOA Expenses shared by these two Condominiums are as follows:

(1) Payroll and related expenses for the Resident Manager, 3 porters and 4.2 lobby attendants;

(2) Gas for the HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(3) Electricity for the HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(4) Water charges and sewer rent for the HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(5) Repairs and maintenance for the HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(6) Service contracts for the shared garage elevators, landscaping of the residential outdoor areas, including the roof of the Podium, and supplies for HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(7) Use and occupancy charges for the Resident Manager's Unit located in the Tangram House South Condominium, for so long as Sponsor owns the Resident Manager's Unit;

(8) Common Charges, real estate taxes and utility costs attributable to the Resident Manager's Unit located in the Tangram House South Condominium, after Sponsor conveys the Resident Manager's Unit to the condominium boards;

(9) Legal/audit expenses in connection with the preparation of the audited financial statements;

(10) Other expenses, including telephone, office supplies, office equipment, postage, special communications and mailings; and

(11) Contingency for unforeseen expenses of the Homeowners Association.

If the Hotel Condominium is built, certain HOA Expenses will be shared between the Residential Unit Owners in this Condominium, the residential unit owners in the Tangram House West Condominium and the guests of the Hotel Condominium, which will be allocated as follows: 57% of such HOA Expenses will be paid by the Tangram House South Condominium; 19% of such HOA Expenses will be paid by the Tangram House West Condominium; and 24% of such expenses will be paid by the Hotel Condominium.

The HOA Expenses shared by all three Condominiums are as follows:

(6) Gas for the HOA Improvements located in the Hotel Condominium;

(7) Electricity for the HOA Improvements located in the Hotel Condominium;

(8) Water charges and sewer rent for the HOA Improvements located in the Hotel Condominium;

(9) Management fee to the HOA Managing Agent; and

(10) Hotel Amenity Operator expenses including: payroll and benefits for a resident experience manager and lifeguards; pool supplies and chemicals; uniforms;

fitness on demand; programming and events; employee health insurance; insurance premiums; and management fee.

If the Hotel Condominium is not built, the gas, electricity, water and sewer and Amenity Operator expenses to be shared among all three Condominiums will not exist. The Management Fee will exist but will instead be allocated between the Tangram House South Condominium and Tangram House West Condominium, only.

The maintenance that Sponsor and its Affiliates (as the Class A Member, Class B Member, Class C Member and/or Class D Member) shall be required to pay applicable to Condominium Units they own shall be an amount equal to (i) the expenses actually incurred by the Homeowners Association less (ii) the Common Charges payable by the Non-Voting HOA Members for HOA Expenses. However, Sponsor and its Affiliates shall never pay more per Unit than they would pay as Unit Owner. Therefore, Sponsor and its Affiliates may pay less than other Unit Owners.

In addition to the right to collect maintenance to meet the HOA Expenses, the HOA Board also has the right to levy special assessments from time to time to either (i) meet those expenses of the Homeowners Association that were not provided for, or not sufficiently provided for, when the Board fixed the then current maintenance; and/or (ii) collect any other charges that a Voting HOA Member shall be obligated to pay to the Association pursuant to the terms of the HOA By-Laws or any other document that is binding on the Association. All special assessments shall be levied against the Voting HOA Members in the same manner as maintenance. However, the HOA Board shall give each Voting HOA Member not less than thirty (30) days' written notice prior to the date upon which the special assessment is due, which notice shall set forth, in reasonable detail, the nature and purpose of the special assessment.

To the extent permitted by Law, the Homeowners Association may take action against the Condominium or Condominium Board for failure to pay maintenance. In addition, to insure the Condominium takes action against Unit Owners who do not pay the applicable common charges, resulting in unpaid maintenance, the Homeowners Association will have a lien on each Unit for its portion of unpaid maintenance and special assessments. Such lien shall be subordinate to (x) any liens for unpaid taxes assessed against such unit to the extent required by Law, (y) any lien of a Permitted Mortgage and (z) as to a Unit, the lien of the Condominium Board for unpaid Common Charges.

No Unit Owner may exempt himself or herself from liability for such Unit Owner's portion of maintenance charges by waiving the use of any of the HOA Improvements or by the abandonment of such Unit Owner's Unit. No Unit Owner, however, will be liable for the payment of any part of the maintenance assessed against such Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance by him or her of such Unit.

Easements and Special Rights of Sponsors

If the Homeowners Association becomes operational, certain amenities as hereinafter set forth (the "HOA Improvements") will be subject to easements in favor of the Homeowners Association for management purposes and in favor of the Permitted Occupants of certain Condominiums (if and when constructed) as follows:

(1) The fitness room, lounge, library, pantry and toilets located on the second floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(2) The corridors on sub-cellar 3, sub-cellar 2, sub-cellar 1, the ground floor and the lobby floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(3) The garage elevators running from sub-cellar 3 to the second floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(4) The laundry room on the ground floor and the building staff areas on the ground floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(5) The manager's office and the street lobby, front desk and package room in the lobby of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(6) The open space area at the Residential Street Plaza outside of Tangram House South Condominium at the lobby level are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(7) The children's playroom intended to be constructed on the second floor of Tangram House West Condominium is for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(8) The terraces intended to be located at the second floor and third floor building setbacks outside of the Tangram House West Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(9) The indoor pool intended to be constructed on the third floor at the Hotel Condominium is for the use of the Permitted Occupants of Tangram House South Condominium, Tangram House West Condominium and the Hotel Condominium.

(10) The terrace intended to be located at the third floor building setback outside of the Hotel Condominium is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium and the guests of the Hotel Condominium.

(11) The hotel fitness and spa center intended to be constructed on the third floor at the Hotel Condominium are for the use of the Permitted Occupants of Tangram

House South Condominium, Tangram House West Condominium and the Hotel Condominium.

(12) The roof terrace intended to be located on the twelfth and roof floors of the hotel is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium and the guests of the Hotel Condominium.

(13) The library, lounge, meeting room, pantry and toilets intended to be constructed in the second floor of the Hotel Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(14) The elevator and lobbies on the second, third, fourth twelfth and roof floors for access to the hotel pool, gym, spa and roof terraces intended to be constructed at the Hotel Condominium are for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(15) The tennis court to be located outside of the Hotel Condominium at the third floor level is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(16) The roof terrace intended to be located outside of the Hotel Condominium at the fourth floor level is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(17) The terrace on the roof of the Retail Facility is for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

If the Tangram House West Condominium and/or the Hotel Condominium are built, it is anticipated that the amenities located therein will be available to the Residential Unit Owners in the summer of 2020. However, Sponsor makes no representation or warranty that the improvements and amenities to be located inside or outside of the Tangram House West Condominium or Hotel Condominium will be completed, or as to the actual completion date of any such improvements or amenities. In the event the Tangram House West Condominium and/or the Hotel Condominium are not built, the amenities that were to be located therein will not be available for use. In the event that the Tangram House West Condominium is not built, the Homeowners Association will never become operational.

In order to facilitate the operation and maintenance of the HOA Improvements, the Units and the HOA Property will be subject to certain easements including easements in favor of Sponsor and the other sponsors. These easements, which are more particularly set forth in the HOA Declaration, include (i) an easement of support and necessity in favor of all other condominium units, (ii) an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Development Area for the purposes of exercising any and all of the rights reserved to Sponsor and the other sponsors under the HOA Declaration, (iii) an easement to access all HOA Property for the construction and renovation of the HOA Property, HOA Improvements and/or condominium units, (iv) the right of Sponsor and the other sponsors to

grant additional electric, gas, cable television, telephone, water, storm drainage, sewer and other utility easements in any portion of the Development Area, and (v) the right of Sponsor and its affiliates and their employees, contractors, subcontractors and all other Persons authorized by the foregoing to access all parcels of land included in the Project for the construction, renovation and maintenance of the Project.

In addition, the Units and the other units in the Project will also be subject to easements in favor of the Homeowners Association, the Managing Agent and/or to any other Person authorized under the HOA Declaration as more particularly set forth in the HOA Declaration, including easements for the purposes of inspecting, curing defaults, and maintaining the HOA Improvements and HOA Property.

In addition, all portions of the Development Area will be subject to an easement for access in favor of utility companies servicing the Development Area.

Further, for so long as there are any unsold units or units owned by Sponsor or its affiliates in the Development Area and/or there are any units in the Development Area as to which any permitted construction or development has not been completed, Sponsor and its affiliates will have the right to use the Development Area, and to have their employees and invitees on any portion of the Development Area, for any purpose without obtaining the consent of the Homeowners Association, the Condominium Board or any Unit Owner.

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION

(Estimated charges and real estate taxes are for the

fiscal year commencing July 1, 2018)

TANGRAM HOUSE SOUTH
133-27 39TH AVE
FLUSHING NY 11354

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF THE CONDOMINIUM OPERATION - 07/01/2018 - 06/30/2019

UNIT	FLOOR	UNIT TYPE	# of BRs	# of BATHS	(1) APPROX. UNIT SF	(2) APPROX. BALCONY/ TERRACE SF	(3) PURCHASE PRICE	(4) % OF GENERAL COMMON INTEREST	(4) % OF RES. COMMON INTEREST	(5) PROJECTED COMMON CHARGES MONTHLY	(5) PROJECTED COMMON CHARGES ANNUAL	(6) PROJECTED REAL ESTATE TAXES WITH 421-a EXEMPTION MONTHLY	(6) PROJECTED REAL ESTATE TAXES WITH 421-a EXEMPTION ANNUAL	(6) PROJECTED REAL ESTATE TAXES WITHOUT 421-a EXEMPTION MONTHLY	(6) PROJECTED REAL ESTATE TAXES WITHOUT 421-a EXEMPTION ANNUAL	(7) TOTAL PROJECTED CARRYING CHARGES WITH 421-a EXEMPTION MONTHLY	(7) TOTAL PROJECTED CARRYING CHARGES WITH 421-a EXEMPTION ANNUAL	(7) TOTAL PROJECTED CARRYING CHARGES WITHOUT 421-a EXEMPTION MONTHLY	(7) TOTAL PROJECTED CARRYING CHARGES WITHOUT 421-a EXEMPTION ANNUAL
2A (RES. MGR.)	2	2 BR	2.0	2.0	975	–	$978,850	0.3987%	0.5433%	$ 1,090.04	$ 13,080.42	$ 13.60	$ 163.14	$ 571.47	$ 6,857.67	$ 1,103.63	$ 13,243.56	$ 1,661.51	$ 19,938.09
3A	3	1 BR	1.0	1.0	703	–	$718,050	0.2875%	0.3917%	$ 785.88	$ 9,430.52	$ 9.80	$ 117.62	$ 412.01	$ 4,944.14	$ 795.68	$ 9,548.14	$ 1,197.89	$ 14,374.66
3B	3	STUDIO	1.0	1.0	475	–	$624,630	0.1942%	0.2646%	$ 530.87	$ 6,370.48	$ 6.62	$ 79.45	$ 278.32	$ 3,339.85	$ 537.49	$ 6,449.93	$ 809.19	$ 9,710.33
3C	3	2 BR	2.0	2.0	938	–	$998,970	0.3836%	0.5227%	$ 1,048.70	$ 12,584.46	$ 13.08	$ 156.96	$ 549.80	$ 6,597.66	$ 1,061.78	$ 12,741.41	$ 1,598.51	$ 19,182.11
3D	3	STUDIO	1.0	1.0	488	–	$634,400	0.1996%	0.2720%	$ 545.72	$ 6,548.64	$ 6.81	$ 81.68	$ 286.10	$ 3,433.25	$ 552.53	$ 6,630.31	$ 831.82	$ 9,981.89
3E	3	1 BR	1.0	1.0	710	–	$747,490	0.2903%	0.3955%	$ 793.50	$ 9,522.01	$ 9.90	$ 118.76	$ 416.01	$ 4,992.10	$ 803.40	$ 9,640.77	$ 1,209.51	$ 14,514.11
3F	3	1 BR	1.0	1.0	723	–	$761,170	0.2957%	0.4029%	$ 808.35	$ 9,700.17	$ 10.08	$ 120.98	$ 423.79	$ 5,085.51	$ 818.43	$ 9,821.15	$ 1,232.14	$ 14,785.68
3G	3	2 BR	2.0	2.0	1,080	–	$1,118,340	0.4417%	0.6018%	$ 1,207.40	$ 14,488.86	$ 15.06	$ 180.71	$ 633.01	$ 7,596.08	$ 1,222.46	$ 14,669.57	$ 1,840.41	$ 22,084.93
3H	3	2 BR	2.0	2.0	1,076	–	$1,206,200	0.4400%	0.5995%	$ 1,202.79	$ 14,433.48	$ 15.00	$ 180.02	$ 630.59	$ 7,567.04	$ 1,217.79	$ 14,613.50	$ 1,833.38	$ 22,000.53
3J	3	1 BR	1.0	1.0	611	–	$708,760	0.2499%	0.3405%	$ 683.15	$ 8,197.83	$ 8.52	$ 102.25	$ 358.16	$ 4,297.88	$ 691.67	$ 8,300.08	$ 1,041.31	$ 12,495.71
3K	3	1 BR	1.0	1.0	607	–	$704,120	0.2482%	0.3382%	$ 678.54	$ 8,142.46	$ 8.46	$ 101.55	$ 355.74	$ 4,268.85	$ 687.00	$ 8,244.01	$ 1,034.28	$ 12,411.31
3L	3	2 BR	2.0	2.0	944	–	$1,062,710	0.3860%	0.5259%	$ 1,055.12	$ 12,661.50	$ 13.16	$ 157.92	$ 553.17	$ 6,638.05	$ 1,068.28	$ 12,819.42	$ 1,608.30	$ 19,299.55
3M	3	2 BR	2.0	2.0	953	–	$1,072,840	0.3897%	0.5310%	$ 1,065.36	$ 12,784.29	$ 13.29	$ 159.45	$ 558.54	$ 6,702.42	$ 1,078.64	$ 12,943.74	$ 1,623.89	$ 19,486.71
3N	3	1 BR	1.0	1.0	710	–	$777,450	0.2903%	0.3955%	$ 793.50	$ 9,522.01	$ 9.90	$ 118.76	$ 416.01	$ 4,992.10	$ 803.40	$ 9,640.77	$ 1,209.51	$ 14,514.11
3P	3	2 BR	2.0	2.0	1,161	–	$1,240,820	0.4748%	0.6469%	$ 1,297.89	$ 15,574.68	$ 16.19	$ 194.25	$ 680.44	$ 8,165.34	$ 1,314.08	$ 15,768.93	$ 1,978.34	$ 23,740.02
3Q	3	2 BR	2.0	2.0	1,129	–	$1,281,700	0.4617%	0.6291%	$ 1,262.18	$ 15,146.13	$ 15.74	$ 188.91	$ 661.72	$ 7,940.66	$ 1,277.92	$ 15,335.04	$ 1,923.90	$ 23,086.79
3R	3	2 BR	2.0	2.0	1,096	–	$1,227,520	0.4363%	0.5945%	$ 1,192.76	$ 14,313.10	$ 14.88	$ 178.52	$ 625.33	$ 7,503.93	$ 1,207.64	$ 14,491.62	$ 1,818.09	$ 21,817.04
3S	3	STUDIO	1.0	1.0	484	–	$641,300	0.1992%	0.2714%	$ 544.52	$ 6,534.19	$ 6.79	$ 81.50	$ 285.47	$ 3,425.68	$ 551.31	$ 6,615.69	$ 829.99	$ 9,959.87
3T	3	1 BR	1.0	1.0	666	–	$682,650	0.2826%	0.3850%	$ 772.43	$ 9,269.21	$ 9.63	$ 115.61	$ 404.96	$ 4,859.57	$ 782.07	$ 9,384.82	$ 1,177.40	$ 14,128.78
5A	5	1 BR	1.0	1.0	700	49	$749,980	0.2912%	0.3968%	$ 796.11	$ 9,553.31	$ 9.93	$ 119.15	$ 417.38	$ 5,008.51	$ 806.04	$ 9,672.46	$ 1,213.48	$ 14,561.82
5B	5	STUDIO	1.0	1.0	475	–	$646,000	0.1942%	0.2646%	$ 530.87	$ 6,370.48	$ 6.62	$ 79.45	$ 278.32	$ 3,339.85	$ 537.49	$ 6,449.93	$ 809.19	$ 9,710.33
5C	5	2 BR	2.0	2.0	947	72	$1,051,180	0.3946%	0.5376%	$ 1,078.60	$ 12,943.19	$ 13.45	$ 161.43	$ 565.48	$ 6,785.73	$ 1,092.05	$ 13,104.62	$ 1,644.08	$ 19,728.91
5D	5	STUDIO	1.0	1.0	488	–	$653,920	0.1996%	0.2720%	$ 545.72	$ 6,548.64	$ 6.81	$ 81.68	$ 286.10	$ 3,433.25	$ 552.53	$ 6,630.31	$ 831.82	$ 9,981.89
5E	5	1 BR	1.0	1.0	710	59	$795,200	0.2965%	0.4040%	$ 810.55	$ 9,726.65	$ 10.11	$ 121.31	$ 424.95	$ 5,099.39	$ 820.66	$ 9,847.96	$ 1,235.50	$ 14,826.04
5F	5	1 BR	1.0	1.0	726	53	$813,120	0.3018%	0.4112%	$ 825.00	$ 9,900.00	$ 10.29	$ 123.48	$ 432.52	$ 5,190.27	$ 835.29	$ 10,023.47	$ 1,257.52	$ 15,090.27
5G	5	2 BR	2.0	2.0	1,080	84	$1,166,400	0.4502%	0.6134%	$ 1,230.68	$ 14,768.14	$ 15.35	$ 184.19	$ 645.21	$ 7,742.49	$ 1,246.03	$ 14,952.33	$ 1,875.89	$ 22,510.63
5H	5	2 BR	2.0	2.0	1,076	84	$1,241,970	0.4486%	0.6112%	$ 1,226.26	$ 14,715.17	$ 15.29	$ 183.53	$ 642.89	$ 7,714.73	$ 1,241.56	$ 14,898.70	$ 1,869.16	$ 22,429.90
5J	5	1 BR	1.0	1.0	613	54	$741,730	0.2564%	0.3493%	$ 700.81	$ 8,409.70	$ 8.74	$ 104.89	$ 367.41	$ 4,408.96	$ 709.55	$ 8,514.59	$ 1,068.22	$ 12,818.66
5K	5	1 BR	1.0	1.0	607	47	$734,470	0.2531%	0.3448%	$ 691.78	$ 8,301.36	$ 8.63	$ 103.54	$ 362.68	$ 4,352.16	$ 700.41	$ 8,404.90	$ 1,054.46	$ 12,653.52
5L	5	2 BR	2.0	2.0	944	78	$1,104,480	0.3938%	0.5365%	$ 1,076.39	$ 12,916.70	$ 13.43	$ 161.10	$ 564.32	$ 6,771.84	$ 1,089.82	$ 13,077.80	$ 1,640.71	$ 19,688.55
5M	5	2 BR	2.0	2.0	953	78	$1,115,010	0.3979%	0.5421%	$ 1,087.63	$ 13,051.53	$ 13.57	$ 162.78	$ 570.21	$ 6,842.53	$ 1,101.19	$ 13,214.31	$ 1,657.84	$ 19,894.06
5N	5	1 BR	1.0	1.0	708	54	$792,960	0.2953%	0.4023%	$ 807.14	$ 9,685.72	$ 10.07	$ 120.80	$ 423.16	$ 5,077.94	$ 817.21	$ 9,806.53	$ 1,230.30	$ 14,763.66
5P	5	2 BR	2.0	2.0	1,164	75	$1,286,220	0.4842%	0.6597%	$ 1,323.57	$ 15,882.85	$ 16.51	$ 198.09	$ 693.91	$ 8,326.90	$ 1,340.08	$ 16,080.95	$ 2,017.48	$ 24,209.76
5Q	5	2 BR	2.0	2.0	1,129	89	$1,337,310	0.4707%	0.6413%	$ 1,286.65	$ 15,439.86	$ 16.05	$ 192.57	$ 674.55	$ 8,094.66	$ 1,302.70	$ 15,632.42	$ 1,961.21	$ 23,534.51
5R	5	2 BR	2.0	2.0	1,096	92	$1,276,840	0.4461%	0.6078%	$ 1,219.44	$ 14,633.31	$ 15.21	$ 182.51	$ 639.32	$ 7,671.81	$ 1,234.65	$ 14,815.82	$ 1,858.76	$ 22,305.12
5S	5	STUDIO	1.0	1.0	484	–	$653,400	0.1987%	0.2707%	$ 543.11	$ 6,517.34	$ 6.77	$ 81.29	$ 284.74	$ 3,416.85	$ 549.89	$ 6,598.62	$ 827.85	$ 9,934.18
5T	5	1 BR	1.0	1.0	666	50	$722,610	0.2879%	0.3923%	$ 787.08	$ 9,444.96	$ 9.82	$ 117.80	$ 412.64	$ 4,951.71	$ 796.90	$ 9,562.76	$ 1,199.72	$ 14,396.68
6A	6	1 BR	1.0	1.0	700	49	$756,980	0.2912%	0.3968%	$ 796.11	$ 9,553.31	$ 9.93	$ 119.15	$ 417.38	$ 5,008.51	$ 806.04	$ 9,672.46	$ 1,213.48	$ 14,561.82
6B	6	STUDIO	1.0	1.0	475	–	$650,750	0.1942%	0.2646%	$ 530.87	$ 6,370.48	$ 6.62	$ 79.45	$ 278.32	$ 3,339.85	$ 537.49	$ 6,449.93	$ 809.19	$ 9,710.33
6C	6	2 BR	2.0	2.0	947	72	$1,060,650	0.3946%	0.5376%	$ 1,078.60	$ 12,943.19	$ 13.45	$ 161.43	$ 565.48	$ 6,785.73	$ 1,092.05	$ 13,104.62	$ 1,644.08	$ 19,728.91
6D	6	STUDIO	1.0	1.0	488	–	$658,800	0.1996%	0.2720%	$ 545.72	$ 6,548.64	$ 6.81	$ 81.68	$ 286.10	$ 3,433.25	$ 552.53	$ 6,630.31	$ 831.82	$ 9,981.89
6E	6	1 BR	1.0	1.0	710	59	$802,300	0.2965%	0.4040%	$ 810.55	$ 9,726.65	$ 10.11	$ 121.31	$ 424.95	$ 5,099.39	$ 820.66	$ 9,847.96	$ 1,235.50	$ 14,826.04
6F	6	1 BR	1.0	1.0	726	53	$820,380	0.3018%	0.4112%	$ 825.00	$ 9,900.00	$ 10.29	$ 123.48	$ 432.52	$ 5,190.27	$ 835.29	$ 10,023.47	$ 1,257.52	$ 15,090.27
6G	6	2 BR	2.0	2.0	1,080	84	$1,177,200	0.4502%	0.6134%	$ 1,230.68	$ 14,768.14	$ 15.35	$ 184.19	$ 645.21	$ 7,742.49	$ 1,246.03	$ 14,952.33	$ 1,875.89	$ 22,510.63

					(1)	(2)	(3)	(4)	(4)	(5)		(6)		(6)		(7)		(7)	
										PROJECTED COMMON CHARGES		PROJECTED REAL ESTATE TAXES WITH 421-a EXEMPTION		PROJECTED REAL ESTATE TAXES WITHOUT 421-a EXEMPTION		TOTAL PROJECTED CARRYING CHARGES WITH 421-a EXEMPTION		TOTAL PROJECTED CARRYING CHARGES WITHOUT 421-a EXEMPTION	
UNIT	FLOOR	UNIT TYPE	# of BRs	# of BATHS	APPROX. UNIT SF	APPROX. BALCONY/ TERRACE SF	PURCHASE PRICE	% OF GENERAL COMMON INTEREST	% OF RES. COMMON INTEREST	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL
6H	6	2 BR	2.0	2.0	1,076	84	$1,252,200	0.4486%	0.6112%	$ 1,226.26	$ 14,715.17	$ 15.29	$ 183.53	$ 642.89	$ 7,714.73	$ 1,241.56	$ 14,898.70	$ 1,869.16	$ 22,429.90
6J	6	1 BR	1.0	1.0	613	54	$747,860	0.2564%	0.3493%	$ 700.81	$ 8,409.70	$ 8.74	$ 104.89	$ 367.41	$ 4,408.96	$ 709.55	$ 8,514.59	$ 1,068.22	$ 12,818.66
6K	6	1 BR	1.0	1.0	607	47	$740,540	0.2531%	0.3448%	$ 691.78	$ 8,301.36	$ 8.63	$ 103.54	$ 362.68	$ 4,352.16	$ 700.41	$ 8,404.90	$ 1,054.46	$ 12,653.52
6L	6	2 BR	2.0	2.0	944	78	$1,113,920	0.3938%	0.5365%	$ 1,076.39	$ 12,916.70	$ 13.43	$ 161.10	$ 564.32	$ 6,771.84	$ 1,089.82	$ 13,077.80	$ 1,640.71	$ 19,688.55
6M	6	2 BR	2.0	2.0	953	78	$1,124,540	0.3979%	0.5421%	$ 1,087.63	$ 13,051.53	$ 13.57	$ 162.78	$ 570.21	$ 6,842.53	$ 1,101.19	$ 13,214.31	$ 1,657.84	$ 19,894.06
6N	6	1 BR	1.0	1.0	708	54	$800,040	0.2953%	0.4023%	$ 807.14	$ 9,685.72	$ 10.07	$ 120.80	$ 423.16	$ 5,077.94	$ 817.21	$ 9,806.53	$ 1,230.30	$ 14,763.66
6P	6	2 BR	2.0	2.0	1,164	75	$1,297,860	0.4842%	0.6597%	$ 1,323.57	$ 15,882.85	$ 16.51	$ 198.09	$ 693.91	$ 8,326.90	$ 1,340.08	$ 16,080.95	$ 2,017.48	$ 24,209.76
6Q	6	2 BR	2.0	2.0	1,129	89	$1,348,600	0.4707%	0.6413%	$ 1,286.65	$ 15,439.86	$ 16.05	$ 192.57	$ 674.55	$ 8,094.66	$ 1,302.70	$ 15,632.42	$ 1,961.21	$ 23,534.51
6R	6	2 BR	2.0	2.0	1,096	92	$1,293,280	0.4461%	0.6078%	$ 1,219.44	$ 14,633.31	$ 15.21	$ 182.51	$ 639.32	$ 7,671.81	$ 1,234.65	$ 14,815.82	$ 1,858.76	$ 22,305.12
6S	6	STUDIO	1.0	1.0	484	–	$660,660	0.1987%	0.2707%	$ 543.11	$ 6,517.34	$ 6.77	$ 81.29	$ 284.74	$ 3,416.85	$ 549.89	$ 6,598.62	$ 827.85	$ 9,934.18
6T	6	1 BR	1.0	1.0	666	50	$732,600	0.2879%	0.3923%	$ 787.08	$ 9,444.96	$ 9.82	$ 117.80	$ 412.64	$ 4,951.71	$ 796.90	$ 9,562.76	$ 1,199.72	$ 14,396.68
7A	7	1 BR	1.0	1.0	700	49	$763,980	0.2912%	0.3968%	$ 796.11	$ 9,553.31	$ 9.93	$ 119.15	$ 417.38	$ 5,008.51	$ 806.04	$ 9,672.46	$ 1,213.48	$ 14,561.82
7B	7	STUDIO	1.0	1.0	475	–	$655,500	0.1942%	0.2646%	$ 530.87	$ 6,370.48	$ 6.62	$ 79.45	$ 278.32	$ 3,339.85	$ 537.49	$ 6,449.93	$ 809.19	$ 9,710.33
7C	7	2 BR	2.0	2.0	947	72	$1,070,120	0.3946%	0.5376%	$ 1,078.60	$ 12,943.19	$ 13.45	$ 161.43	$ 565.48	$ 6,785.73	$ 1,092.05	$ 13,104.62	$ 1,644.08	$ 19,728.91
7D	7	STUDIO	1.0	1.0	488	–	$663,680	0.1996%	0.2720%	$ 545.72	$ 6,548.64	$ 6.81	$ 81.68	$ 286.10	$ 3,433.25	$ 552.53	$ 6,630.31	$ 831.82	$ 9,981.89
7E	7	1 BR	1.0	1.0	710	59	$809,400	0.2965%	0.4040%	$ 810.55	$ 9,726.65	$ 10.11	$ 121.31	$ 424.95	$ 5,099.39	$ 820.66	$ 9,847.96	$ 1,235.50	$ 14,826.04
7F	7	1 BR	1.0	1.0	726	53	$827,640	0.3018%	0.4112%	$ 825.00	$ 9,900.00	$ 10.29	$ 123.48	$ 432.52	$ 5,190.27	$ 835.29	$ 10,023.47	$ 1,257.52	$ 15,090.27
7G	7	2 BR	2.0	2.0	1,080	84	$1,188,000	0.4502%	0.6134%	$ 1,230.68	$ 14,768.14	$ 15.35	$ 184.19	$ 645.21	$ 7,742.49	$ 1,246.03	$ 14,952.33	$ 1,875.89	$ 22,510.63
7H	7	2 BR	2.0	2.0	1,076	84	$1,262,420	0.4486%	0.6112%	$ 1,226.26	$ 14,715.17	$ 15.29	$ 183.53	$ 642.89	$ 7,714.73	$ 1,241.56	$ 14,898.70	$ 1,869.16	$ 22,429.90
7J	7	1 BR	1.0	1.0	613	54	$753,990	0.2564%	0.3493%	$ 700.81	$ 8,409.70	$ 8.74	$ 104.89	$ 367.41	$ 4,408.96	$ 709.55	$ 8,514.59	$ 1,068.22	$ 12,818.66
7K	7	1 BR	1.0	1.0	607	47	$746,610	0.2531%	0.3448%	$ 691.78	$ 8,301.36	$ 8.63	$ 103.54	$ 362.68	$ 4,352.16	$ 700.41	$ 8,404.90	$ 1,054.46	$ 12,653.52
7L	7	2 BR	2.0	2.0	944	78	$1,123,360	0.3938%	0.5365%	$ 1,076.39	$ 12,916.70	$ 13.43	$ 161.10	$ 564.32	$ 6,771.84	$ 1,089.82	$ 13,077.80	$ 1,640.71	$ 19,688.55
7M	7	2 BR	2.0	2.0	953	78	$1,134,070	0.3979%	0.5421%	$ 1,087.63	$ 13,051.53	$ 13.57	$ 162.78	$ 570.21	$ 6,842.53	$ 1,101.19	$ 13,214.31	$ 1,657.84	$ 19,894.06
7N	7	1 BR	1.0	1.0	708	54	$807,120	0.2953%	0.4023%	$ 807.14	$ 9,685.72	$ 10.07	$ 120.80	$ 423.16	$ 5,077.94	$ 817.21	$ 9,806.53	$ 1,230.30	$ 14,763.66
7P	7	2 BR	2.0	2.0	1,164	75	$1,309,500	0.4842%	0.6597%	$ 1,323.57	$ 15,882.85	$ 16.51	$ 198.09	$ 693.91	$ 8,326.90	$ 1,340.08	$ 16,080.95	$ 2,017.48	$ 24,209.76
7Q	7	2 BR	2.0	2.0	1,129	89	$1,359,890	0.4707%	0.6413%	$ 1,286.65	$ 15,439.86	$ 16.05	$ 192.57	$ 674.55	$ 8,094.66	$ 1,302.70	$ 15,632.42	$ 1,961.21	$ 23,534.51
7R	7	2 BR	2.0	2.0	1,096	92	$1,309,720	0.4461%	0.6078%	$ 1,219.44	$ 14,633.31	$ 15.21	$ 182.51	$ 639.32	$ 7,671.81	$ 1,234.65	$ 14,815.82	$ 1,858.76	$ 22,305.12
7S	7	STUDIO	1.0	1.0	484	–	$667,920	0.1987%	0.2707%	$ 543.11	$ 6,517.34	$ 6.77	$ 81.29	$ 284.74	$ 3,416.85	$ 549.89	$ 6,598.62	$ 827.85	$ 9,934.18
7T	7	1 BR	1.0	1.0	666	50	$742,590	0.2879%	0.3923%	$ 787.08	$ 9,444.96	$ 9.82	$ 117.80	$ 412.64	$ 4,951.71	$ 796.90	$ 9,562.76	$ 1,199.72	$ 14,396.68
8A	8	1 BR	1.0	1.0	700	49	$770,980	0.2912%	0.3968%	$ 796.11	$ 9,553.31	$ 9.93	$ 119.15	$ 417.38	$ 5,008.51	$ 806.04	$ 9,672.46	$ 1,213.48	$ 14,561.82
8B	8	STUDIO	1.0	1.0	475	–	$660,250	0.1942%	0.2646%	$ 530.87	$ 6,370.48	$ 6.62	$ 79.45	$ 278.32	$ 3,339.85	$ 537.49	$ 6,449.93	$ 809.19	$ 9,710.33
8C	8	2 BR	2.0	2.0	947	72	$1,079,590	0.3946%	0.5376%	$ 1,078.60	$ 12,943.19	$ 13.45	$ 161.43	$ 565.48	$ 6,785.73	$ 1,092.05	$ 13,104.62	$ 1,644.08	$ 19,728.91
8D	8	STUDIO	1.0	1.0	488	–	$668,560	0.1996%	0.2720%	$ 545.72	$ 6,548.64	$ 6.81	$ 81.68	$ 286.10	$ 3,433.25	$ 552.53	$ 6,630.31	$ 831.82	$ 9,981.89
8E	8	1 BR	1.0	1.0	710	59	$816,500	0.2965%	0.4040%	$ 810.55	$ 9,726.65	$ 10.11	$ 121.31	$ 424.95	$ 5,099.39	$ 820.66	$ 9,847.96	$ 1,235.50	$ 14,826.04
8F	8	1 BR	1.0	1.0	726	53	$834,900	0.3018%	0.4112%	$ 825.00	$ 9,900.00	$ 10.29	$ 123.48	$ 432.52	$ 5,190.27	$ 835.29	$ 10,023.47	$ 1,257.52	$ 15,090.27
8G	8	2 BR	2.0	2.0	1,080	84	$1,198,800	0.4502%	0.6134%	$ 1,230.68	$ 14,768.14	$ 15.35	$ 184.19	$ 645.21	$ 7,742.49	$ 1,246.03	$ 14,952.33	$ 1,875.89	$ 22,510.63
8H	8	2 BR	2.0	2.0	1,076	84	$1,312,720	0.4486%	0.6112%	$ 1,226.26	$ 14,715.17	$ 15.29	$ 183.53	$ 642.89	$ 7,714.73	$ 1,241.56	$ 14,898.70	$ 1,869.16	$ 22,429.90
8J	8	1 BR	1.0	1.0	613	54	$760,120	0.2564%	0.3493%	$ 700.81	$ 8,409.70	$ 8.74	$ 104.89	$ 367.41	$ 4,408.96	$ 709.55	$ 8,514.59	$ 1,068.22	$ 12,818.66
8K	8	1 BR	1.0	1.0	607	47	$752,680	0.2531%	0.3448%	$ 691.78	$ 8,301.36	$ 8.63	$ 103.54	$ 362.68	$ 4,352.16	$ 700.41	$ 8,404.90	$ 1,054.46	$ 12,653.52
8L	8	2 BR	2.0	2.0	944	78	$1,132,800	0.3938%	0.5365%	$ 1,076.39	$ 12,916.70	$ 13.43	$ 161.10	$ 564.32	$ 6,771.84	$ 1,089.82	$ 13,077.80	$ 1,640.71	$ 19,688.55
8M	8	2 BR	2.0	2.0	953	78	$1,143,600	0.3979%	0.5421%	$ 1,087.63	$ 13,051.53	$ 13.57	$ 162.78	$ 570.21	$ 6,842.53	$ 1,101.19	$ 13,214.31	$ 1,657.84	$ 19,894.06
8N	8	1 BR	1.0	1.0	708	54	$814,200	0.2953%	0.4023%	$ 807.14	$ 9,685.72	$ 10.07	$ 120.80	$ 423.16	$ 5,077.94	$ 817.21	$ 9,806.53	$ 1,230.30	$ 14,763.66
8P	8	2 BR	2.0	2.0	1,164	75	$1,321,140	0.4842%	0.6597%	$ 1,323.57	$ 15,882.85	$ 16.51	$ 198.09	$ 693.91	$ 8,326.90	$ 1,340.08	$ 16,080.95	$ 2,017.48	$ 24,209.76
8Q	8	2 BR	2.0	2.0	1,129	89	$1,371,180	0.4707%	0.6413%	$ 1,286.65	$ 15,439.86	$ 16.05	$ 192.57	$ 674.55	$ 8,094.66	$ 1,302.70	$ 15,632.42	$ 1,961.21	$ 23,534.51
8R	8	2 BR	2.0	2.0	1,096	92	$1,326,160	0.4461%	0.6078%	$ 1,219.44	$ 14,633.31	$ 15.21	$ 182.51	$ 639.32	$ 7,671.81	$ 1,234.65	$ 14,815.82	$ 1,858.76	$ 22,305.12
8S	8	STUDIO	1.0	1.0	484	–	$675,180	0.1987%	0.2707%	$ 543.11	$ 6,517.34	$ 6.77	$ 81.29	$ 284.74	$ 3,416.85	$ 549.89	$ 6,598.62	$ 827.85	$ 9,934.18
8T	8	1 BR	1.0	1.0	666	50	$755,910	0.2879%	0.3923%	$ 787.08	$ 9,444.96	$ 9.82	$ 117.80	$ 412.64	$ 4,951.71	$ 796.90	$ 9,562.76	$ 1,199.72	$ 14,396.68
9A	9	1 BR	1.0	1.0	692	49	$782,930	0.2875%	0.3917%	$ 785.88	$ 9,430.52	$ 9.80	$ 117.62	$ 412.01	$ 4,944.14	$ 795.68	$ 9,548.14	$ 1,197.89	$ 14,374.66
9B	9	STUDIO	1.0	1.0	475	–	$665,000	0.1942%	0.2646%	$ 530.87	$ 6,370.48	$ 6.62	$ 79.45	$ 278.32	$ 3,339.85	$ 537.49	$ 6,449.93	$ 809.19	$ 9,710.33
9C	9	2 BR	2.0	2.0	947	72	$1,089,060	0.3946%	0.5376%	$ 1,078.60	$ 12,943.19	$ 13.45	$ 161.43	$ 565.48	$ 6,785.73	$ 1,092.05	$ 13,104.62	$ 1,644.08	$ 19,728.91
9D	9	STUDIO	1.0	1.0	488	–	$673,440	0.1996%	0.2720%	$ 545.72	$ 6,548.64	$ 6.81	$ 81.68	$ 286.10	$ 3,433.25	$ 552.53	$ 6,630.31	$ 831.82	$ 9,981.89
9E	9	1 BR	1.0	1.0	710	59	$823,600	0.2965%	0.4040%	$ 810.55	$ 9,726.65	$ 10.11	$ 121.31	$ 424.95	$ 5,099.39	$ 820.66	$ 9,847.96	$ 1,235.50	$ 14,826.04
9F	9	1 BR	1.0	1.0	721	53	$836,360	0.3002%	0.4090%	$ 820.59	$ 9,847.03	$ 10.23	$ 122.81	$ 430.21	$ 5,162.50	$ 830.82	$ 9,969.85	$ 1,250.79	$ 15,009.54

					(1)	(2)	(3)	(4)	(4)	(5)		(6)		(6)		(7)		(7)	
										PROJECTED COMMON CHARGES		PROJECTED REAL ESTATE TAXES WITH 421-a EXEMPTION		PROJECTED REAL ESTATE TAXES WITHOUT 421-a EXEMPTION		TOTAL PROJECTED CARRYING CHARGES WITH 421-a EXEMPTION		TOTAL PROJECTED CARRYING CHARGES WITHOUT 421-a EXEMPTION	
UNIT	FLOOR	UNIT TYPE	# of BRs	# of BATHS	APPROX. UNIT SF	APPROX. BALCONY/ TERRACE SF	PURCHASE PRICE	% OF GENERAL COMMON INTEREST	% OF RES. COMMON INTEREST	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL
9G	9	2 BR	2.0	2.0	1,081	84	$1,210,720	0.4506%	0.6139%	$ 1,231.68	$ 14,780.18	$ 15.36	$ 184.34	$ 645.73	$ 7,748.81	$ 1,247.04	$ 14,964.52	$ 1,877.42	$ 22,528.98
9H	9	2 BR	2.0	2.0	1,076	84	$1,323,480	0.4486%	0.6112%	$ 1,226.26	$ 14,715.17	$ 15.29	$ 183.53	$ 642.89	$ 7,714.73	$ 1,241.56	$ 14,898.70	$ 1,869.16	$ 22,429.90
9J	9	1 BR	1.0	1.0	613	54	$766,250	0.2564%	0.3493%	$ 700.81	$ 8,409.70	$ 8.74	$ 104.89	$ 367.41	$ 4,408.96	$ 709.55	$ 8,514.59	$ 1,068.22	$ 12,818.66
9K	9	1 BR	1.0	1.0	607	47	$758,750	0.2531%	0.3448%	$ 691.78	$ 8,301.36	$ 8.63	$ 103.54	$ 362.68	$ 4,352.16	$ 700.41	$ 8,404.90	$ 1,054.46	$ 12,653.52
9L	9	2 BR	2.0	2.0	944	78	$1,142,240	0.3938%	0.5365%	$ 1,076.39	$ 12,916.70	$ 13.43	$ 161.10	$ 564.32	$ 6,771.84	$ 1,089.82	$ 13,077.80	$ 1,640.71	$ 19,688.55
9M	9	2 BR	2.0	2.0	953	78	$1,153,130	0.3979%	0.5421%	$ 1,087.63	$ 13,051.53	$ 13.57	$ 162.78	$ 570.21	$ 6,842.53	$ 1,101.19	$ 13,214.31	$ 1,657.84	$ 19,894.06
9N	9	1 BR	1.0	1.0	716	54	$830,560	0.2985%	0.4067%	$ 815.97	$ 9,791.66	$ 10.18	$ 122.12	$ 427.79	$ 5,133.47	$ 826.15	$ 9,913.78	$ 1,243.76	$ 14,925.13
9P	9	1 BR	1.0	1.0	705	60	$824,850	0.3051%	0.4157%	$ 834.03	$ 10,008.34	$ 10.40	$ 124.83	$ 437.26	$ 5,247.07	$ 844.43	$ 10,133.17	$ 1,271.28	$ 15,255.41
9Q	9	3 BR	3.0	3.0	1,617	138	$1,972,740	0.6637%	0.9044%	$ 1,814.52	$ 21,774.22	$ 22.63	$ 271.57	$ 951.30	$ 11,415.57	$ 1,837.15	$ 22,045.79	$ 2,765.82	$ 33,189.79
9R	9	3 BR	3.0	3.0	1,614	141	$1,872,240	0.6629%	0.9033%	$ 1,812.31	$ 21,747.73	$ 22.60	$ 271.24	$ 950.14	$ 11,401.69	$ 1,834.91	$ 22,018.98	$ 2,762.45	$ 33,149.42
9S	9	1 BR	1.0	1.0	666	50	$736,000	0.2879%	0.3923%	$ 787.08	$ 9,444.96	$ 9.82	$ 117.80	$ 412.64	$ 4,951.71	$ 796.90	$ 9,562.76	$ 1,199.72	$ 14,396.68
10A	10	1 BR	1.0	1.0	692	49	$789,850	0.2875%	0.3917%	$ 785.88	$ 9,430.52	$ 9.80	$ 117.62	$ 412.01	$ 4,944.14	$ 795.68	$ 9,548.14	$ 1,197.89	$ 14,374.66
10B	10	STUDIO	1.0	1.0	475	–	$669,750	0.1942%	0.2646%	$ 530.87	$ 6,370.48	$ 6.62	$ 79.45	$ 278.32	$ 3,339.85	$ 537.49	$ 6,449.93	$ 809.19	$ 9,710.33
10C	10	2 BR	2.0	2.0	947	72	$1,098,530	0.3946%	0.5376%	$ 1,078.60	$ 12,943.19	$ 13.45	$ 161.43	$ 565.48	$ 6,785.73	$ 1,092.05	$ 13,104.62	$ 1,644.08	$ 19,728.91
10D	10	STUDIO	1.0	1.0	488	–	$678,320	0.1996%	0.2720%	$ 545.72	$ 6,548.64	$ 6.81	$ 81.68	$ 286.10	$ 3,433.25	$ 552.53	$ 6,630.31	$ 831.82	$ 9,981.89
10E	10	1 BR	1.0	1.0	710	59	$830,700	0.2965%	0.4040%	$ 810.55	$ 9,726.65	$ 10.11	$ 121.31	$ 424.95	$ 5,099.39	$ 820.66	$ 9,847.96	$ 1,235.50	$ 14,826.04
10F	10	1 BR	1.0	1.0	721	53	$843,570	0.3002%	0.4090%	$ 820.59	$ 9,847.03	$ 10.23	$ 122.81	$ 430.21	$ 5,162.50	$ 830.82	$ 9,969.85	$ 1,250.79	$ 15,009.54
10G	10	2 BR	2.0	2.0	1,081	84	$1,221,530	0.4506%	0.6139%	$ 1,231.68	$ 14,780.18	$ 15.36	$ 184.34	$ 645.73	$ 7,748.81	$ 1,247.04	$ 14,964.52	$ 1,877.42	$ 22,528.98
10H	10	2 BR	2.0	2.0	1,076	84	$1,334,240	0.4486%	0.6112%	$ 1,226.26	$ 14,715.17	$ 15.29	$ 183.53	$ 642.89	$ 7,714.73	$ 1,241.56	$ 14,898.70	$ 1,869.16	$ 22,429.90
10J	10	1 BR	1.0	1.0	613	54	$772,380	0.2564%	0.3493%	$ 700.81	$ 8,409.70	$ 8.74	$ 104.89	$ 367.41	$ 4,408.96	$ 709.55	$ 8,514.59	$ 1,068.22	$ 12,818.66
10K	10	1 BR	1.0	1.0	607	47	$764,820	0.2531%	0.3448%	$ 691.78	$ 8,301.36	$ 8.63	$ 103.54	$ 362.68	$ 4,352.16	$ 700.41	$ 8,404.90	$ 1,054.46	$ 12,653.52
10L	10	2 BR	2.0	2.0	944	78	$1,151,680	0.3938%	0.5365%	$ 1,076.39	$ 12,916.70	$ 13.43	$ 161.10	$ 564.32	$ 6,771.84	$ 1,089.82	$ 13,077.80	$ 1,640.71	$ 19,688.55
10M	10	2 BR	2.0	2.0	953	78	$1,162,660	0.3979%	0.5421%	$ 1,087.63	$ 13,051.53	$ 13.57	$ 162.78	$ 570.21	$ 6,842.53	$ 1,101.19	$ 13,214.31	$ 1,657.84	$ 19,894.06
10N	10	1 BR	1.0	1.0	716	54	$837,720	0.2985%	0.4067%	$ 815.97	$ 9,791.66	$ 10.18	$ 122.12	$ 427.79	$ 5,133.47	$ 826.15	$ 9,913.78	$ 1,243.76	$ 14,925.13
10P	10	1 BR	1.0	1.0	705	60	$831,900	0.3051%	0.4157%	$ 834.03	$ 10,008.34	$ 10.40	$ 124.83	$ 437.26	$ 5,247.07	$ 844.43	$ 10,133.17	$ 1,271.28	$ 15,255.41
10Q	10	3 BR	3.0	3.0	1,617	138	$1,988,910	0.6637%	0.9044%	$ 1,814.52	$ 21,774.22	$ 22.63	$ 271.57	$ 951.30	$ 11,415.57	$ 1,837.15	$ 22,045.79	$ 2,765.82	$ 33,189.79
10R	10	3 BR	3.0	3.0	1,614	141	$1,896,450	0.6629%	0.9033%	$ 1,812.31	$ 21,747.73	$ 22.60	$ 271.24	$ 950.14	$ 11,401.69	$ 1,834.91	$ 22,018.98	$ 2,762.45	$ 33,149.42
10S	10	1 BR	1.0	1.0	666	50	$742,660	0.2879%	0.3923%	$ 787.08	$ 9,444.96	$ 9.82	$ 117.80	$ 412.64	$ 4,951.71	$ 796.90	$ 9,562.76	$ 1,199.72	$ 14,396.68
11A	11	1 BR	1.0	1.0	692	49	$796,770	0.2875%	0.3917%	$ 785.88	$ 9,430.52	$ 9.80	$ 117.62	$ 412.01	$ 4,944.14	$ 795.68	$ 9,548.14	$ 1,197.89	$ 14,374.66
11B	11	STUDIO	1.0	1.0	475	–	$674,500	0.1942%	0.2646%	$ 530.87	$ 6,370.48	$ 6.62	$ 79.45	$ 278.32	$ 3,339.85	$ 537.49	$ 6,449.93	$ 809.19	$ 9,710.33
11C	11	2 BR	2.0	2.0	947	72	$1,108,000	0.3946%	0.5376%	$ 1,078.60	$ 12,943.19	$ 13.45	$ 161.43	$ 565.48	$ 6,785.73	$ 1,092.05	$ 13,104.62	$ 1,644.08	$ 19,728.91
11D	11	STUDIO	1.0	1.0	488	–	$683,200	0.1996%	0.2720%	$ 545.72	$ 6,548.64	$ 6.81	$ 81.68	$ 286.10	$ 3,433.25	$ 552.53	$ 6,630.31	$ 831.82	$ 9,981.89
11E	11	1 BR	1.0	1.0	710	59	$837,800	0.2965%	0.4040%	$ 810.55	$ 9,726.65	$ 10.11	$ 121.31	$ 424.95	$ 5,099.39	$ 820.66	$ 9,847.96	$ 1,235.50	$ 14,826.04
11F	11	1 BR	1.0	1.0	721	53	$850,780	0.3002%	0.4090%	$ 820.59	$ 9,847.03	$ 10.23	$ 122.81	$ 430.21	$ 5,162.50	$ 830.82	$ 9,969.85	$ 1,250.79	$ 15,009.54
11G	11	2 BR	2.0	2.0	1,081	84	$1,232,340	0.4506%	0.6139%	$ 1,231.68	$ 14,780.18	$ 15.36	$ 184.34	$ 645.73	$ 7,748.81	$ 1,247.04	$ 14,964.52	$ 1,877.42	$ 22,528.98
11H	11	2 BR	2.0	2.0	1,076	84	$1,345,000	0.4486%	0.6112%	$ 1,226.26	$ 14,715.17	$ 15.29	$ 183.53	$ 642.89	$ 7,714.73	$ 1,241.56	$ 14,898.70	$ 1,869.16	$ 22,429.90
11J	11	1 BR	1.0	1.0	613	54	$778,510	0.2564%	0.3493%	$ 700.81	$ 8,409.70	$ 8.74	$ 104.89	$ 367.41	$ 4,408.96	$ 709.55	$ 8,514.59	$ 1,068.22	$ 12,818.66
11K	11	1 BR	1.0	1.0	607	47	$770,890	0.2531%	0.3448%	$ 691.78	$ 8,301.36	$ 8.63	$ 103.54	$ 362.68	$ 4,352.16	$ 700.41	$ 8,404.90	$ 1,054.46	$ 12,653.52
11L	11	2 BR	2.0	2.0	944	78	$1,161,120	0.3938%	0.5365%	$ 1,076.39	$ 12,916.70	$ 13.43	$ 161.10	$ 564.32	$ 6,771.84	$ 1,089.82	$ 13,077.80	$ 1,640.71	$ 19,688.55
11M	11	2 BR	2.0	2.0	953	78	$1,172,190	0.3979%	0.5421%	$ 1,087.63	$ 13,051.53	$ 13.57	$ 162.78	$ 570.21	$ 6,842.53	$ 1,101.19	$ 13,214.31	$ 1,657.84	$ 19,894.06
11N	11	1 BR	1.0	1.0	716	54	$844,880	0.2985%	0.4067%	$ 815.97	$ 9,791.66	$ 10.18	$ 122.12	$ 427.79	$ 5,133.47	$ 826.15	$ 9,913.78	$ 1,243.76	$ 14,925.13
11P	11	1 BR	1.0	1.0	705	60	$838,950	0.3051%	0.4157%	$ 834.03	$ 10,008.34	$ 10.40	$ 124.83	$ 437.26	$ 5,247.07	$ 844.43	$ 10,133.17	$ 1,271.28	$ 15,255.41
11Q	11	3 BR	3.0	3.0	1,617	138	$2,005,080	0.6637%	0.9044%	$ 1,814.52	$ 21,774.22	$ 22.63	$ 271.57	$ 951.30	$ 11,415.57	$ 1,837.15	$ 22,045.79	$ 2,765.82	$ 33,189.79
11R	11	3 BR	3.0	3.0	1,614	141	$1,920,660	0.6629%	0.9033%	$ 1,812.31	$ 21,747.73	$ 22.60	$ 271.24	$ 950.14	$ 11,401.69	$ 1,834.91	$ 22,018.98	$ 2,762.45	$ 33,149.42
11S	11	1 BR	1.0	1.0	666	50	$749,320	0.2879%	0.3923%	$ 787.08	$ 9,444.96	$ 9.82	$ 117.80	$ 412.64	$ 4,951.71	$ 796.90	$ 9,562.76	$ 1,199.72	$ 14,396.68
12A	12	1 BR	1.0	1.0	692	49	$803,690	0.2875%	0.3917%	$ 785.88	$ 9,430.52	$ 9.80	$ 117.62	$ 412.01	$ 4,944.14	$ 795.68	$ 9,548.14	$ 1,197.89	$ 14,374.66
12B	12	STUDIO	1.0	1.0	475	–	$679,250	0.1942%	0.2646%	$ 530.87	$ 6,370.48	$ 6.62	$ 79.45	$ 278.32	$ 3,339.85	$ 537.49	$ 6,449.93	$ 809.19	$ 9,710.33
12C	12	2 BR	2.0	2.0	947	72	$1,117,470	0.3946%	0.5376%	$ 1,078.60	$ 12,943.19	$ 13.45	$ 161.43	$ 565.48	$ 6,785.73	$ 1,092.05	$ 13,104.62	$ 1,644.08	$ 19,728.91
12D	12	STUDIO	1.0	1.0	488	–	$688,080	0.1996%	0.2720%	$ 545.72	$ 6,548.64	$ 6.81	$ 81.68	$ 286.10	$ 3,433.25	$ 552.53	$ 6,630.31	$ 831.82	$ 9,981.89
12E	12	1 BR	1.0	1.0	710	59	$844,900	0.2965%	0.4040%	$ 810.55	$ 9,726.65	$ 10.11	$ 121.31	$ 424.95	$ 5,099.39	$ 820.66	$ 9,847.96	$ 1,235.50	$ 14,826.04
12F	12	1 BR	1.0	1.0	721	53	$857,990	0.3002%	0.4090%	$ 820.59	$ 9,847.03	$ 10.23	$ 122.81	$ 430.21	$ 5,162.50	$ 830.82	$ 9,969.85	$ 1,250.79	$ 15,009.54
12G	12	2 BR	2.0	2.0	1,081	84	$1,243,150	0.4506%	0.6139%	$ 1,231.68	$ 14,780.18	$ 15.36	$ 184.34	$ 645.73	$ 7,748.81	$ 1,247.04	$ 14,964.52	$ 1,877.42	$ 22,528.98
12H	12	2 BR	2.0	2.0	1,076	84	$1,355,760	0.4486%	0.6112%	$ 1,226.26	$ 14,715.17	$ 15.29	$ 183.53	$ 642.89	$ 7,714.73	$ 1,241.56	$ 14,898.70	$ 1,869.16	$ 22,429.90

					(1)	(2)	(3)	(4)	(4)	(5)		(6)		(6)		(7)		(7)	
										PROJECTED COMMON CHARGES		PROJECTED REAL ESTATE TAXES WITH 421-a EXEMPTION		PROJECTED REAL ESTATE TAXES WITHOUT 421-a EXEMPTION		TOTAL PROJECTED CARRYING CHARGES WITH 421-a EXEMPTION		TOTAL PROJECTED CARRYING CHARGES WITHOUT 421-a EXEMPTION	
UNIT	FLOOR	UNIT TYPE	# of BRs	# of BATHS	APPROX. UNIT SF	APPROX. BALCONY/ TERRACE SF	PURCHASE PRICE	% OF GENERAL COMMON INTEREST	% OF RES. COMMON INTEREST	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL
12J	12	1 BR	1.0	1.0	613	54	$784,640	0.2564%	0.3493%	$ 700.81	$ 8,409.70	$ 8.74	$ 104.89	$ 367.41	$ 4,408.96	$ 709.55	$ 8,514.59	$ 1,068.22	$ 12,818.66
12K	12	1 BR	1.0	1.0	607	47	$776,960	0.2531%	0.3448%	$ 691.78	$ 8,301.36	$ 8.63	$ 103.54	$ 362.68	$ 4,352.16	$ 700.41	$ 8,404.90	$ 1,054.46	$ 12,653.52
12L	12	2 BR	2.0	2.0	944	78	$1,170,560	0.3938%	0.5365%	$ 1,076.39	$ 12,916.70	$ 13.43	$ 161.10	$ 564.32	$ 6,771.84	$ 1,089.82	$ 13,077.80	$ 1,640.71	$ 19,688.55
12M	12	2 BR	2.0	2.0	953	78	$1,181,720	0.3979%	0.5421%	$ 1,087.63	$ 13,051.53	$ 13.57	$ 162.78	$ 570.21	$ 6,842.53	$ 1,101.19	$ 13,214.31	$ 1,657.84	$ 19,894.06
12N	12	1 BR	1.0	1.0	716	54	$852,040	0.2985%	0.4067%	$ 815.97	$ 9,791.66	$ 10.18	$ 122.12	$ 427.79	$ 5,133.47	$ 826.15	$ 9,913.78	$ 1,243.76	$ 14,925.13
12P	12	1 BR	1.0	1.0	705	60	$846,000	0.3051%	0.4157%	$ 834.03	$ 10,008.34	$ 10.40	$ 124.83	$ 437.26	$ 5,247.07	$ 844.43	$ 10,133.17	$ 1,271.28	$ 15,255.41
12Q	12	3 BR	3.0	3.0	1,617	138	$2,021,250	0.6637%	0.9044%	$ 1,814.52	$ 21,774.22	$ 22.63	$ 271.57	$ 951.30	$ 11,415.57	$ 1,837.15	$ 22,045.79	$ 2,765.82	$ 33,189.79
12R	12	3 BR	3.0	3.0	1,614	141	$1,944,870	0.6629%	0.9033%	$ 1,812.31	$ 21,747.73	$ 22.60	$ 271.24	$ 950.14	$ 11,401.69	$ 1,834.91	$ 22,018.98	$ 2,762.45	$ 33,149.42
12S	12	1 BR	1.0	1.0	666	50	$755,980	0.2879%	0.3923%	$ 787.08	$ 9,444.96	$ 9.82	$ 117.80	$ 412.64	$ 4,951.71	$ 796.90	$ 9,562.76	$ 1,199.72	$ 14,396.68
PH A	PH	1 BR	1.0	1.0	692	49	$831,370	0.2875%	0.3917%	$ 785.88	$ 9,430.52	$ 9.80	$ 117.62	$ 412.01	$ 4,944.14	$ 795.68	$ 9,548.14	$ 1,197.89	$ 14,374.66
PH B	PH	STUDIO	1.0	1.0	475	–	$693,500	0.1942%	0.2646%	$ 530.87	$ 6,370.48	$ 6.62	$ 79.45	$ 278.32	$ 3,339.85	$ 537.49	$ 6,449.93	$ 809.19	$ 9,710.33
PH C	PH	2 BR	2.0	2.0	947	72	$1,155,350	0.3946%	0.5376%	$ 1,078.60	$ 12,943.19	$ 13.45	$ 161.43	$ 565.48	$ 6,785.73	$ 1,092.05	$ 13,104.62	$ 1,644.08	$ 19,728.91
PH D	PH	STUDIO	1.0	1.0	488	–	$697,840	0.1996%	0.2720%	$ 545.72	$ 6,548.64	$ 6.81	$ 81.68	$ 286.10	$ 3,433.25	$ 552.53	$ 6,630.31	$ 831.82	$ 9,981.89
PH E	PH	1 BR	1.0	1.0	710	59	$859,100	0.2965%	0.4040%	$ 810.55	$ 9,726.65	$ 10.11	$ 121.31	$ 424.95	$ 5,099.39	$ 820.66	$ 9,847.96	$ 1,235.50	$ 14,826.04
PH F	PH	1 BR	1.0	1.0	721	53	$872,410	0.3002%	0.4090%	$ 820.59	$ 9,847.03	$ 10.23	$ 122.81	$ 430.21	$ 5,162.50	$ 830.82	$ 9,969.85	$ 1,250.79	$ 15,009.54
PH G	PH	2 BR	2.0	2.0	1,081	84	$1,281,260	0.4506%	0.6139%	$ 1,231.68	$ 14,780.18	$ 15.36	$ 184.34	$ 645.73	$ 7,748.81	$ 1,247.04	$ 14,964.52	$ 1,877.42	$ 22,528.98
PH H	PH	2 BR	2.0	2.0	1,076	84	$1,398,800	0.4486%	0.6112%	$ 1,226.26	$ 14,715.17	$ 15.29	$ 183.53	$ 642.89	$ 7,714.73	$ 1,241.56	$ 14,898.70	$ 1,869.16	$ 22,429.90
PH J	PH	1 BR	1.0	1.0	613	54	$803,030	0.2564%	0.3493%	$ 700.81	$ 8,409.70	$ 8.74	$ 104.89	$ 367.41	$ 4,408.96	$ 709.55	$ 8,514.59	$ 1,068.22	$ 12,818.66
PH K	PH	1 BR	1.0	1.0	607	47	$795,170	0.2531%	0.3448%	$ 691.78	$ 8,301.36	$ 8.63	$ 103.54	$ 362.68	$ 4,352.16	$ 700.41	$ 8,404.90	$ 1,054.46	$ 12,653.52
PH L	PH	2 BR	2.0	2.0	944	78	$1,217,760	0.3938%	0.5365%	$ 1,076.39	$ 12,916.70	$ 13.43	$ 161.10	$ 564.32	$ 6,771.84	$ 1,089.82	$ 13,077.80	$ 1,640.71	$ 19,688.55
PH M	PH	2 BR	2.0	2.0	953	78	$1,229,370	0.3979%	0.5421%	$ 1,087.63	$ 13,051.53	$ 13.57	$ 162.78	$ 570.21	$ 6,842.53	$ 1,101.19	$ 13,214.31	$ 1,657.84	$ 19,894.06
PH N	PH	1 BR	1.0	1.0	716	54	$869,940	0.2985%	0.4067%	$ 815.97	$ 9,791.66	$ 10.18	$ 122.12	$ 427.79	$ 5,133.47	$ 826.15	$ 9,913.78	$ 1,243.76	$ 14,925.13
PH P	PH	1 BR	1.0	1.0	705	60	$863,630	0.3051%	0.4157%	$ 834.03	$ 10,008.34	$ 10.40	$ 124.83	$ 437.26	$ 5,247.07	$ 844.43	$ 10,133.17	$ 1,271.28	$ 15,255.41
PH Q	PH	3 BR	3.0	3.0	1,617	138	$2,102,100	0.6637%	0.9044%	$ 1,814.52	$ 21,774.22	$ 22.63	$ 271.57	$ 951.30	$ 11,415.57	$ 1,837.15	$ 22,045.79	$ 2,765.82	$ 33,189.79
PH R	PH	3 BR	3.0	3.0	1,614	141	$1,993,290	0.6629%	0.9033%	$ 1,812.31	$ 21,747.73	$ 22.60	$ 271.24	$ 950.14	$ 11,401.69	$ 1,834.91	$ 22,018.98	$ 2,762.45	$ 33,149.42
PH S	PH	1 BR	1.0	1.0	666	50	$782,620	0.2879%	0.3923%	$ 787.08	$ 9,444.96	$ 9.82	$ 117.80	$ 412.64	$ 4,951.71	$ 796.90	$ 9,562.76	$ 1,199.72	$ 14,396.68
PH1 A	PH1	2 BR	2.0	2.0	999	–	$1,178,520	0.4069%	0.5544%	$ 1,112.31	$ 13,347.66	$ 13.87	$ 166.48	$ 583.15	$ 6,997.78	$ 1,126.18	$ 13,514.14	$ 1,695.45	$ 20,345.44
PH1 B	PH1	2 BR	2.0	2.0	1,004	–	$1,184,420	0.4114%	0.5605%	$ 1,124.54	$ 13,494.53	$ 14.03	$ 168.31	$ 589.56	$ 7,074.78	$ 1,138.57	$ 13,662.83	$ 1,714.11	$ 20,569.30
PH1 C	PH1	3 BR	3.0	3.0	2,232	598	$2,735,320	0.9733%	1.3262%	$ 2,660.78	$ 31,929.42	$ 33.19	$ 398.23	$ 1,394.97	$ 16,739.64	$ 2,693.97	$ 32,327.65	$ 4,055.75	$ 48,669.06
PH1 D	PH1	3 BR	3.0	3.0	2,061	598	$2,741,130	0.9037%	1.2314%	$ 2,470.59	$ 29,647.03	$ 30.81	$ 369.76	$ 1,295.25	$ 15,543.05	$ 2,501.40	$ 30,016.79	$ 3,765.84	$ 45,190.08
PH1 E	PH1	2 BR	2.0	2.0	963	–	$1,232,640	0.3938%	0.5365%	$ 1,076.39	$ 12,916.70	$ 13.43	$ 161.10	$ 564.32	$ 6,771.84	$ 1,089.82	$ 13,077.80	$ 1,640.71	$ 19,688.55
PH1 F	PH1	2 BR	2.0	2.0	997	–	$1,276,160	0.4077%	0.5555%	$ 1,114.51	$ 13,374.15	$ 13.90	$ 166.81	$ 584.31	$ 7,011.67	$ 1,128.41	$ 13,540.95	$ 1,698.82	$ 20,385.81
PH1 G	PH1	3 BR	3.0	3.0	2,013	614	$2,839,840	0.8833%	1.2035%	$ 2,414.61	$ 28,975.31	$ 30.12	$ 361.39	$ 1,265.91	$ 15,190.89	$ 2,444.72	$ 29,336.70	$ 3,680.52	$ 44,166.20
PH1 H	PH1	3 BR	3.0	3.0	2,006	612	$2,726,150	0.8841%	1.2046%	$ 2,416.82	$ 29,001.79	$ 30.14	$ 361.72	$ 1,267.06	$ 15,204.77	$ 2,446.96	$ 29,363.51	$ 3,683.88	$ 44,206.57
PH2 A	PH2/PH3	3 BR	3.0	4.0	2,460	368	$2,936,750	1.0326%	1.4070%	$ 2,822.90	$ 33,874.75	$ 35.21	$ 422.49	$ 1,479.96	$ 17,759.52	$ 2,858.10	$ 34,297.24	$ 4,302.86	$ 51,634.27
PH2 B	PH2	3 BR	3.0	3.0	2,112	84	$2,708,640	0.8710%	1.1867%	$ 2,380.90	$ 28,570.83	$ 29.70	$ 356.34	$ 1,248.24	$ 14,978.84	$ 2,410.60	$ 28,927.18	$ 3,629.14	$ 43,549.67
PH2 C	PH2	3 BR	3.0	3.0	2,049	84	$2,695,970	0.8465%	1.1533%	$ 2,313.89	$ 27,766.70	$ 28.86	$ 346.31	$ 1,213.10	$ 14,557.25	$ 2,342.75	$ 28,113.01	$ 3,527.00	$ 42,323.95
PH2 D	PH2/PH3	3 BR	3.0	4.0	2,417	458	$3,099,800	1.0363%	1.4120%	$ 2,832.93	$ 33,995.13	$ 35.33	$ 424.00	$ 1,485.22	$ 17,822.63	$ 2,868.26	$ 34,419.12	$ 4,318.15	$ 51,817.76
PH2 E	PH2	3 BR	3.0	3.0	2,002	78	$2,729,230	0.8261%	1.1256%	$ 2,258.32	$ 27,099.80	$ 28.17	$ 338.00	$ 1,183.97	$ 14,207.62	$ 2,286.48	$ 27,437.79	$ 3,442.28	$ 41,307.41
PH2 F	PH2	3 BR	3.0	3.0	1,995	77	$2,634,400	0.8228%	1.1212%	$ 2,249.49	$ 26,993.87	$ 28.06	$ 336.67	$ 1,179.34	$ 14,152.08	$ 2,277.54	$ 27,330.54	$ 3,428.83	$ 41,145.94
PH3 A	PH3	3 BR	3.0	3.0	1,960	111	$2,653,350	0.8109%	1.1048%	$ 2,216.59	$ 26,599.02	$ 27.65	$ 331.75	$ 1,162.09	$ 13,945.07	$ 2,244.23	$ 26,930.77	$ 3,378.67	$ 40,544.09
PH3 B	PH3	3 BR	3.0	3.0	2,028	113	$2,649,080	0.8359%	1.1389%	$ 2,285.00	$ 27,420.01	$ 28.50	$ 341.99	$ 1,197.96	$ 14,375.49	$ 2,313.50	$ 27,762.00	$ 3,482.96	$ 41,795.50
TOTAL RESIDENTIAL UNITS					**176,216**	**13,372**	**$212,939,970**	**73.3950%**	**100.0000%**	**$ 200,632.25**	**$ 2,407,586.98**	**$ 2,502.33**	**$ 30,028.00**	**$ 105,185.50**	**$ 1,262,226.00**	**$ 203,134.58**	**$ 2,437,614.98**	**$ 305,817.75**	**$ 3,669,812.98**
PARKING UNITS																			
TOTAL PARKING UNITS					122,717	–	–	9.3017%	–	$ 7,648.35	$ 91,780.16					$ 7,648.35	$ 91,780.16	$ 7,648.35	$ 91,780.16
RETAIL UNITS																			
TOTAL RETAIL UNITS					70,616	–	–	17.3033%	–	$ 15,602.45	$ 187,229.41					$ 15,602.45	$ 187,229.41	$ 15,602.45	$ 187,229.41
TOTAL					**369,549**	**13,372**	**$212,939,970**	**100.0000%**	**100.0000%**	**$ 223,883.05**	**$ 2,686,596.55**	**$ 2,502.33**	**$ 30,028.00**	**$ 105,185.50**	**$ 1,262,226.00**	**$ 226,385.38**	**$ 2,716,624.55**	**$ 329,068.55**	**$ 3,948,822.55**

* The projected real estate taxes set forth herein are based on the project's full taxable assessment upon project completion. Actual taxes during the first year of condominium operation may be different. Refer to the real estate tax opinion for more information.

FOOTNOTES TO SCHEDULE A

1. The approximate Unit square footage of a Residential Unit has been measured horizontally from the exterior side of the exterior walls and the Retail Unit and Parking Unit are measured horizontally from exterior sides of exterior walls except when such Units are contiguous with adjacent retail and parking areas, in which case they are measured from the lot line. The approximate Unit square footage of all Units are measured to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common and Limited Common Elements not within a Unit. Columns, mechanical pipes, shafts, shaftways, chases, chaseways, and conduits are not deducted for the purpose of these floor area measurements. Approximations are calculated within reasonable tolerances. Each Unit consists of the area measured vertically from the top of the finish floor below to the underside of the structural slab above. Floor Plans for each Unit appear as **Document Number 5** in Part II of the Plan. All square footages are approximate within reasonable tolerances and will vary from Unit to Unit of the same type. Since they are not based upon measurements from interior surfaces of interior walls, the actual areas comprising the Units are significantly less than the areas set forth on Schedule A. Any floor plan or sketch shown to a prospective Purchaser is only an approximation of the dimensions and layout of the Unit. The actual layout of the Unit may be altered.

2. The column "Approx. Exterior Balcony/Terrace" discloses which Units will have terraces and balconies appurtenant to each Unit, and sets forth the approximate square footage of such terraces and balconies.

3. Sponsor has reserved the right to change the Purchase Price of any Unit from time to time in the manner set forth below. See the Section of the Plan entitled "**Changes in Prices and Units**."

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

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

4. The Common Interest allocated to each Unit is based upon floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium. These allocations are made pursuant to the terms of Section 339-i(1)(iv) of the Condominium Act. The aggregate Common Interest of all Units equals one hundred percent

(100%). To calculate costs that are only divided among the Residential Units, Residential Common Interest is allocated only among the Residential Units.

5. These estimates were based upon Schedule B, which was prepared for the year July 1, 2018 - June 30, 2019. This period is used only for purposes of projection and illustration. Sponsor does not warrant that condominium operation will commence on July 1, 2018. The estimated Common Charges are based upon the estimates of income and expenses set forth in Schedule B. The actual amounts of income and expenses may differ from the estimates thereof and may change in subsequent years. Because of the possibility of unforeseeable changes in the economy or increase or decrease in the amount of income or expenses of operation, the projections are not intended to be taken as guarantees or warranties of any kind whatsoever or as any assurance that the actual expenses or income of the Condominium for any period of operation may not vary from the amounts shown. In fact, it may be expected, based on current trends, that the operating expenses, including fuel costs, utilities, maintenance and repairs, labor and other related expenses, will increase in the future.

In addition to these estimated charges, each Unit Owner will be responsible for paying: (i) the cost of electricity, which will be separately sub-metered for each Unit; (ii) mortgage payments under any loan or loans obtained to finance the acquisition of his Unit; (iii) the cost of interior repairs to, and the maintenance, painting and decoration of, his Unit (including, without limitation, the equipment and appliances contained therein); (iv) the cost of cable and internet; and (v) the cost of any insurance covering (a) furniture, belongings, equipment and other personal property and (b) liability to others for personal or property damage as a result of occurrences in his Unit. See Schedule B-1 for the estimated cost of electricity for individual Unit Owners. Gas for cooking and heating will not be separately metered and will be a Common Expense.

6. The columns under the headings "Projected Real Estate Taxes With 421-a Exemption" and "Projected Real Estate Taxes Without 421-a Exemption" contain estimates of the real estate taxes that will be payable monthly by Unit Owners for the first year of condominium operation, both with and without Section 421-a of the Real Property Tax Law ("Section 421-a") tax benefits. These estimates are based upon an opinion of counsel set forth in a letter prepared by Akerman LLP, Sponsor's Real Estate Tax Counsel, a copy of which is set forth below, and takes into account the following assumptions and projections:

Sponsor will reconstruct a 15-story building on the Property. After completion of construction and the establishment of a condominium, it will contain 192 Residential Units (including 1 Resident Manager's Unit), one Retail Unit and one Parking Unit. The Retail Unit and the Parking Unit are not offered for sale pursuant to this Plan.

After completion of construction, the building will contain the following approximate square foot areas and will contain the units, mechanical areas and equipment, amenities and facilities described in the Description of Property and Specifications

MARKET FLOOR	AREA PER FL

SC3	**48,715**
SC2	**45,039**
SC1	**44,279**
GROUND	**43,743**
LOBBY	**5,779**
1	**33,943**
2	**10,405**
3	**16,282**
5	**16,292**
6	**16,292**
7	**16,292**
8	**16,292**
9	**16,287**
10	**16,287**
11	**16,287**
12	**16,287**
PH	**16,287**
PH 1	**13,780**
PH 2	**13,713**
PH 3	**8,596**
ROOF	**572**
BLKHD	**0**

The property is assessed in Tax Class 4 for the 2016/17 tax year. After completion of construction and the establishment of a condominium, the Residential Units will be assessed in Tax Class 2 under the classification system adopted by the State Legislature in its revision of the Real Property Tax Law (Section 305, Article 1802, and Section 581, applicable to the assessment of cooperative apartments and condominiums).

Tax Class 2 consists primarily of residential rental, cooperatives and condominiums containing more than ten units. Tax Class 4 includes most properties that have uses other than residential. The City's assessment ratio policy for properties in Tax Classes 2 and 4 is to assess at 45% of market value based upon value as an income-producing property. Increases in assessed value are unlimited, but except for increases due to physical changes, are required to be phased in over a five-year period. The taxable value is the lower of the actual or transitional values.

The final assessment roll containing the final 2017/2018 assessed values was published on May 25, 2017 and Sponsor's Real Estate Tax Counsel prorated (based on square footage) the following values to the Residential Units:

Actual Assessed Value	Transitional Assessed Value	Tax Value	Tax Class
$1,249,413	$522,907	$522,907	2

The 2016/2017 Tax Class 2 residential tax rate is set at $12.892 for each $100 of assessed valuation

Based on those assumptions and other assumptions set forth in the Opinion of Real Estate Tax Counsel prepared by Sponsor's Real Estate Tax Counsel, Sponsor's Real Estate Tax Counsel has estimated that the assessed value of the Residential Units (prior to any 421-a exemption) for the 2018/2019 tax year will be $17,217,415 as a transition assessed value and $9,742,408 as the actual assessed value. Therefore, assuming the Tax Class 2 tax rate increases to $12.956 for each $100 of assessed value, Sponsor's Real Estate Tax Counsel has made the following projections of real estate taxes prior to any tax abatements or tax exemptions for the Initial Budget Year July 1, 2018 through June 30, 2019:

Taxable Assessed Value	Tax Rate	Tax
$9,742,408	12.956%	$1,262,226

Sponsor's Real Estate Tax Counsel has estimated that the tax liability for the Residential Units during the first year of condominium operation with 421-a benefits in place is approximately $30,028.

Each Unit will be given a separate tax lot number. Individual tax liability for each Unit may be estimated by apportioning the total tax among the Unit Owners in accordance with their Common Interests.

It should be noted that no assurances can be given that the assessed valuations or the tax rates estimated herein will be the same as finally determined by the New York City Department of Finance. If the assessed valuations or tax rates are greater than estimated or assumed, the real estate taxes payable will be higher.

No representation is made that the provisions of law or New York City Department of Finance policies or practices will apply at the time the construction of the Building is complete. The foregoing discussions are based on the Real Property Tax Law, the Administrative Code of the City of New York, and the applicable regulations in effect as of the date hereof. Each Purchaser should be aware that the laws, regulations, practices and positions of the Department of Buildings and the Department of Finance may in the future be revised in a manner adverse to a Purchaser's interests or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York or courts of competent jurisdiction.

If on the date of the First Closing, the Units have not been separately assessed as independent tax lots, then until such time as the Units are separately assessed, the Condominium Board will pay all real estate taxes with respect to the Property and will allocate the cost thereof among all Unit Owners in proportion to each Unit's Common Interest.

After the Units are separately assessed as independent tax lots, each Unit will be taxed separately for real estate tax purposes, and each Unit Owner will be solely responsible for the payment of all real estate taxes on his Unit, but such 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.

In the opinion of Sponsor's Counsel, the tax laws in effect on the date of this Plan generally permit an individual Residential Unit Owner who itemizes deductions on his tax returns to deduct from income for the purpose of federal, New York State and New York City income taxes, any real estate taxes paid by such Residential Unit Owner on his Residential Unit. The amount of such tax deductions, however, may vary in future years because of changes in the interest rate on the Residential Unit Owner's mortgage, if any, or changes in the allocation of constant debt service payments on such mortgage to interest and principal, or because of changes in real estate taxes resulting from changes in the assessed value of such Residential Unit, the tax rate or the method of assessing real property. See the Sections of the Plan entitled "**Income Tax Deductions to Unit Owners and Tax Status of Condominium**" and "**Opinion of Counsel**" for further discussion.

No warranties or assurances are given that the Governmental Authorities involved will assess the Units in the manner stated above or that the law on which the same is based will not change.

7. At a time determined by Sponsor, Sponsor shall sell Unit 2A (the Resident Manager's Unit). It is anticipated that title to the Resident Manager's Unit, together with its Appurtenant Interest, shall be conveyed to both the Condominium Board, or its designee, and the condominium board of the Tangram House West Condominium, or its designee, on behalf of all residential unit owners in both condominiums, as tenants in common. It is anticipated that the conveyance of the Resident Manager's Unit will occur on or before the winter of 2020.

The Residential Unit Owners in this Condominium will contribute 60.22% to the Purchase Price of the Resident Manager's Unit plus 60.22% of closing costs and the residential unit owners in the Tangram House West Condominium will contribute 39.78% to the Purchase Price plus 39.78% of closing costs. The Purchase Price plus closing costs totals $1,018,850 (the "Total Cost"). Each Purchaser in this Condominium will be required to pay at the closing of his or her Unit the portion of such cost as set out in the first column on Schedule A-2 below, which is determined in accordance with such Unit's Residential Common Interest (excluding the Resident Manager's Unit from the calculation). Such payment shall be made payable to Escrow Agent who shall hold the payment in escrow in an interest-bearing escrow account until Sponsor wishes to sell the Resident Manager's Unit. At such time as Sponsor wishes to sell the Resident Manager's Unit, the payments made by Purchasers shall be released from escrow and the Tangram House West Condominium will contribute the remaining 39.78% of the Total Cost, so that the Resident Manager's Unit can be purchased with cash.

If the Tangram House West Condominium is not built, the Resident Manager shall only be employed by this Condominium. This Condominium Board may assess each Residential Unit Owner in this Condominium in proportion to their respective Residential Common Interests for the remaining 39.78% of the Total Cost in order to purchase the Resident Manager's Unit from Sponsor. In that case, the total amount paid by each Residential Unit Owner will be the costs set out in the second column on Schedule A-2. At Sponsor's option, the Condominium Board may instead borrow the remaining 39.78% of the Total Cost from Sponsor or a lender and repay the loan over time, with interest, through payments made by the Residential Unit Owners in accordance with the Unit's Residential Common Interest (excluding the Resident Manager's Unit from the calculation).

Sponsor reserves the right, in its sole discretion, to choose a different Residential Unit other than Unit 2A to use as the Resident Manager's Unit, provided, however, that such sale shall only be made pursuant to an amendment to the Plan and shall not result in an increase of each Purchaser's share of the cost of the Resident Manager's Unit by 25%. So long as Sponsor is in control of the Board, Sponsor shall choose the Resident Manager. After Sponsor is no longer in control of the Board, the Board shall choose the Resident Manager.

SCHEDULE A-1

Purchase Prices for Storage Licenses

Storage Locker	Storage Locker Square Footage	Purchase Price	License Fee Per Month	License Fee Per Year
1	54	$ 38,000	$ 46.00	$ 552.00
2	32	$ 28,000	$ 32.00	$ 384.00
3	32	$ 28,000	$ 32.00	$ 384.00
4	32	$ 28,000	$ 32.00	$ 384.00
5	32	$ 28,000	$ 32.00	$ 384.00
6	32	$ 28,000	$ 32.00	$ 384.00
7	24	$ 22,000	$ 24.00	$ 288.00
8	32	$ 28,000	$ 32.00	$ 384.00
9	32	$ 28,000	$ 32.00	$ 384.00
10	32	$ 28,000	$ 32.00	$ 384.00
11	32	$ 28,000	$ 32.00	$ 384.00
12	32	$ 28,000	$ 32.00	$ 384.00
13	32	$ 28,000	$ 32.00	$ 384.00
14	24	$ 22,000	$ 24.00	$ 288.00
15	32	$ 28,000	$ 32.00	$ 384.00
16	32	$ 28,000	$ 32.00	$ 384.00
17	32	$ 28,000	$ 32.00	$ 384.00
18	32	$ 28,000	$ 32.00	$ 384.00
19	32	$ 28,000	$ 32.00	$ 384.00
20	32	$ 28,000	$ 32.00	$ 384.00
21	24	$ 22,000	$ 24.00	$ 288.00
22	32	$ 28,000	$ 32.00	$ 384.00
23	32	$ 28,000	$ 32.00	$ 384.00
24	20	$ 20,000	$ 20.00	$ 240.00
25	20	$ 20,000	$ 20.00	$ 240.00
26	20	$ 20,000	$ 20.00	$ 240.00
27	20	$ 20,000	$ 20.00	$ 240.00
28	20	$ 20,000	$ 20.00	$ 240.00
29	20	$ 20,000	$ 20.00	$ 240.00
30	60	$ 39,000	$ 51.00	$ 612.00
31	32	$ 28,000	$ 32.00	$ 384.00
32	32	$ 28,000	$ 32.00	$ 384.00
33	32	$ 28,000	$ 32.00	$ 384.00
34	32	$ 28,000	$ 32.00	$ 384.00
35	32	$ 28,000	$ 32.00	$ 384.00
36	32	$ 28,000	$ 32.00	$ 384.00
37	32	$ 28,000	$ 32.00	$ 384.00

38	32	$ 28,000	$ 32.00	$ 384.00	
39	44	$ 32,000	$ 37.00	$ 444.00	
40	32	$ 28,000	$ 32.00	$ 384.00	
41	32	$ 28,000	$ 32.00	$ 384.00	
42	32	$ 28,000	$ 32.00	$ 384.00	
43	32	$ 28,000	$ 32.00	$ 384.00	
44	32	$ 28,000	$ 32.00	$ 384.00	
45	24	$ 22,000	$ 24.00	$ 288.00	
46	32	$ 28,000	$ 32.00	$ 384.00	
47	32	$ 28,000	$ 32.00	$ 384.00	
48	32	$ 28,000	$ 32.00	$ 384.00	
49	32	$ 28,000	$ 32.00	$ 384.00	
50	32	$ 28,000	$ 32.00	$ 384.00	
51	32	$ 28,000	$ 32.00	$ 384.00	
52	32	$ 28,000	$ 32.00	$ 384.00	
53	32	$ 28,000	$ 32.00	$ 384.00	
54	32	$ 28,000	$ 32.00	$ 384.00	
55	32	$ 28,000	$ 32.00	$ 384.00	
56	32	$ 28,000	$ 32.00	$ 384.00	
57	32	$ 28,000	$ 32.00	$ 384.00	
58	32	$ 28,000	$ 32.00	$ 384.00	
59	32	$ 28,000	$ 32.00	$ 384.00	
60	32	$ 28,000	$ 32.00	$ 384.00	
61	32	$ 28,000	$ 32.00	$ 384.00	
62	32	$ 28,000	$ 32.00	$ 384.00	
63	32	$ 28,000	$ 32.00	$ 384.00	
64	22	$ 21,500	$ 22.00	$ 264.00	
65	32	$ 28,000	$ 32.00	$ 384.00	
66	32	$ 28,000	$ 32.00	$ 384.00	
67	32	$ 28,000	$ 32.00	$ 384.00	
68	32	$ 28,000	$ 32.00	$ 384.00	
69	32	$ 28,000	$ 32.00	$ 384.00	
70	32	$ 28,000	$ 32.00	$ 384.00	
71	22	$ 21,500	$ 22.00	$ 264.00	
72	32	$ 28,000	$ 32.00	$ 384.00	
73	32	$ 28,000	$ 32.00	$ 384.00	
74	32	$ 28,000	$ 32.00	$ 384.00	
75	32	$ 28,000	$ 32.00	$ 384.00	
76	32	$ 28,000	$ 32.00	$ 384.00	
77	32	$ 28,000	$ 32.00	$ 384.00	
78	32	$ 28,000	$ 32.00	$ 384.00	
79	32	$ 28,000	$ 32.00	$ 384.00	

80	32	$ 28,000	$ 32.00	$ 384.00
81	32	$ 28,000	$ 32.00	$ 384.00
82	32	$ 28,000	$ 32.00	$ 384.00
83	32	$ 28,000	$ 32.00	$ 384.00
84	32	$ 28,000	$ 32.00	$ 384.00
85	32	$ 28,000	$ 32.00	$ 384.00
86	32	$ 28,000	$ 32.00	$ 384.00
87	32	$ 28,000	$ 32.00	$ 384.00
88	32	$ 28,000	$ 32.00	$ 384.00
89	32	$ 28,000	$ 32.00	$ 384.00
90	32	$ 28,000	$ 32.00	$ 384.00
91	32	$ 28,000	$ 32.00	$ 384.00
92	32	$ 28,000	$ 32.00	$ 384.00
93	32	$ 28,000	$ 32.00	$ 384.00
94	32	$ 28,000	$ 32.00	$ 384.00
95	32	$ 28,000	$ 32.00	$ 384.00
96	32	$ 28,000	$ 32.00	$ 384.00
97	32	$ 28,000	$ 32.00	$ 384.00
98	32	$ 28,000	$ 32.00	$ 384.00
99	32	$ 28,000	$ 32.00	$ 384.00
100	45	$ 31,000	$ 38.00	$ 456.00
101	32	$ 28,000	$ 32.00	$ 384.00
102	32	$ 28,000	$ 32.00	$ 384.00
103	32	$ 28,000	$ 32.00	$ 384.00
104	32	$ 28,000	$ 32.00	$ 384.00
105	32	$ 28,000	$ 32.00	$ 384.00
106	32	$ 28,000	$ 32.00	$ 384.00
107	32	$ 28,000	$ 32.00	$ 384.00
108	32	$ 28,000	$ 32.00	$ 384.00
109	32	$ 28,000	$ 32.00	$ 384.00
110	32	$ 28,000	$ 32.00	$ 384.00
111	32	$ 28,000	$ 32.00	$ 384.00
112	32	$ 28,000	$ 32.00	$ 384.00
113	45	$ 31,000	$ 38.00	$ 456.00
TOTAL STORAGE	**3,580**	**$ 3,110,000**	**$ 3,542**	**$ 42,504**

SCHEDULE A-2

Allocation of Resident Manager's Unit Purchase

Unit Number	Share of Resident Managers Unit Purchase Price	Share of Resident Managers Unit Purchase Price with Tangram House West Condominium
2A (Resident Manager's Unit)	N/A	N/A
3A	$ 4,012.64	$ 2,416.41
3B	$ 2,710.59	$ 1,632.32
3C	$ 5,354.62	$ 3,224.55
3D	$ 2,786.40	$ 1,677.97
3E	$ 4,051.56	$ 2,439.85
3F	$ 4,127.37	$ 2,485.50
3G	$ 6,164.93	$ 3,712.52
3H	$ 6,141.37	$ 3,698.33
3J	$ 3,488.14	$ 2,100.56
3K	$ 3,464.57	$ 2,086.37
3L	$ 5,387.40	$ 3,244.29
3M	$ 5,439.65	$ 3,275.76
3N	$ 4,051.56	$ 2,439.85
3P	$ 6,626.94	$ 3,990.75
3Q	$ 6,444.60	$ 3,880.94
3R	$ 6,090.15	$ 3,667.49
3S	$ 2,780.25	$ 1,674.27
3T	$ 3,944.00	$ 2,375.08
5A	$ 4,064.88	$ 2,447.87
5B	$ 2,710.60	$ 1,632.33
5C	$ 5,507.26	$ 3,316.47
5D	$ 2,786.40	$ 1,677.97
5E	$ 4,138.64	$ 2,492.29
5F	$ 4,212.40	$ 2,536.71
5G	$ 6,283.77	$ 3,784.08
5H	$ 6,261.23	$ 3,770.51
5J	$ 3,578.28	$ 2,154.84
5K	$ 3,532.19	$ 2,127.08
5L	$ 5,495.99	$ 3,309.69
5M	$ 5,553.36	$ 3,344.23
5N	$ 4,121.22	$ 2,481.80
5P	$ 6,758.07	$ 4,069.71
5Q	$ 6,569.58	$ 3,956.20

5R	$	6,226.40	$	3,749.54
5S	$	2,773.09	$	1,669.95
5T	$	4,018.78	$	2,420.11
6A	$	4,064.88	$	2,447.87
6B	$	2,710.60	$	1,632.33
6C	$	5,507.26	$	3,316.47
6D	$	2,786.41	$	1,677.97
6E	$	4,138.64	$	2,492.29
6F	$	4,212.40	$	2,536.71
6G	$	6,283.77	$	3,784.08
6H	$	6,261.23	$	3,770.51
6J	$	3,578.28	$	2,154.84
6K	$	3,532.19	$	2,127.08
6L	$	5,495.99	$	3,309.69
6M	$	5,553.36	$	3,344.23
6N	$	4,121.22	$	2,481.80
6P	$	6,758.07	$	4,069.71
6Q	$	6,569.58	$	3,956.20
6R	$	6,226.40	$	3,749.54
6S	$	2,773.09	$	1,669.95
6T	$	4,018.78	$	2,420.11
7A	$	4,064.88	$	2,447.87
7B	$	2,710.60	$	1,632.33
7C	$	5,507.26	$	3,316.47
7D	$	2,786.41	$	1,677.97
7E	$	4,138.64	$	2,492.29
7F	$	4,212.40	$	2,536.71
7G	$	6,283.77	$	3,784.08
7H	$	6,261.23	$	3,770.51
7J	$	3,578.28	$	2,154.84
7K	$	3,532.19	$	2,127.08
7L	$	5,495.99	$	3,309.69
7M	$	5,553.36	$	3,344.23
7N	$	4,121.22	$	2,481.80
7P	$	6,758.07	$	4,069.71
7Q	$	6,569.58	$	3,956.20
7R	$	6,226.40	$	3,749.54
7S	$	2,773.09	$	1,669.96
7T	$	4,018.78	$	2,420.11
8A	$	4,064.88	$	2,447.87
8B	$	2,710.60	$	1,632.33
8C	$	5,507.26	$	3,316.47

8D	$	2,786.41	$	1,677.98
8E	$	4,138.64	$	2,492.29
8F	$	4,212.40	$	2,536.71
8G	$	6,283.77	$	3,784.08
8H	$	6,261.23	$	3,770.51
8J	$	3,578.28	$	2,154.84
8K	$	3,532.19	$	2,127.08
8L	$	5,495.99	$	3,309.69
8M	$	5,553.36	$	3,344.23
8N	$	4,121.22	$	2,481.80
8P	$	6,758.07	$	4,069.71
8Q	$	6,569.58	$	3,956.20
8R	$	6,226.40	$	3,749.54
8S	$	2,773.09	$	1,669.96
8T	$	4,018.78	$	2,420.11
9A	$	4,012.64	$	2,416.41
9B	$	2,710.60	$	1,632.33
9C	$	5,507.26	$	3,316.47
9D	$	2,786.41	$	1,677.98
9E	$	4,138.64	$	2,492.29
9F	$	4,189.86	$	2,523.13
9G	$	6,288.89	$	3,787.17
9H	$	6,261.23	$	3,770.51
9J	$	3,578.28	$	2,154.84
9K	$	3,532.19	$	2,127.08
9L	$	5,495.99	$	3,309.69
9M	$	5,553.36	$	3,344.23
9N	$	4,166.30	$	2,508.94
9P	$	4,258.50	$	2,564.47
9Q	$	9,264.82	$	5,579.27
9R	$	9,253.55	$	5,572.49
9S	$	4,018.78	$	2,420.11
10A	$	4,012.64	$	2,416.41
10B	$	2,710.60	$	1,632.33
10C	$	5,507.26	$	3,316.47
10D	$	2,786.41	$	1,677.98
10E	$	4,138.64	$	2,492.29
10F	$	4,189.86	$	2,523.13
10G	$	6,288.89	$	3,787.17
10H	$	6,261.23	$	3,770.51
10J	$	3,578.28	$	2,154.84
10K	$	3,532.19	$	2,127.08

10L	$	5,495.99	$	3,309.69
10M	$	5,553.36	$	3,344.23
10N	$	4,166.30	$	2,508.94
10P	$	4,258.50	$	2,564.47
10Q	$	9,264.82	$	5,579.27
10R	$	9,253.55	$	5,572.49
10S	$	4,018.78	$	2,420.11
11A	$	4,012.64	$	2,416.41
11B	$	2,710.60	$	1,632.33
11C	$	5,507.26	$	3,316.47
11D	$	2,786.41	$	1,677.98
11E	$	4,138.64	$	2,492.29
11F	$	4,189.86	$	2,523.13
11G	$	6,288.89	$	3,787.17
11H	$	6,261.23	$	3,770.51
11J	$	3,578.28	$	2,154.84
11K	$	3,532.19	$	2,127.08
11L	$	5,495.99	$	3,309.69
11M	$	5,553.36	$	3,344.23
11N	$	4,166.30	$	2,508.94
11P	$	4,258.50	$	2,564.47
11Q	$	9,264.82	$	5,579.27
11R	$	9,253.55	$	5,572.49
11S	$	4,018.78	$	2,420.11
12A	$	4,012.64	$	2,416.41
12B	$	2,710.60	$	1,632.33
12C	$	5,507.26	$	3,316.47
12D	$	2,786.41	$	1,677.98
12E	$	4,138.64	$	2,492.29
12F	$	4,189.86	$	2,523.13
12G	$	6,288.89	$	3,787.17
12H	$	6,261.23	$	3,770.51
12J	$	3,578.28	$	2,154.84
12K	$	3,532.19	$	2,127.08
12L	$	5,495.99	$	3,309.69
12M	$	5,553.36	$	3,344.23
12N	$	4,166.30	$	2,508.94
12P	$	4,258.50	$	2,564.47
12Q	$	9,264.82	$	5,579.27
12R	$	9,253.55	$	5,572.49
12S	$	4,018.78	$	2,420.11
PH A	$	4,012.64	$	2,416.41

PH B	$	2,710.60	$	1,632.33
PH C	$	5,507.26	$	3,316.47
PH D	$	2,786.41	$	1,677.98
PH E	$	4,138.64	$	2,492.29
PH F	$	4,189.86	$	2,523.13
PH G	$	6,288.89	$	3,787.17
PH H	$	6,261.23	$	3,770.51
PH J	$	3,578.28	$	2,154.84
PH K	$	3,532.19	$	2,127.08
PH L	$	5,495.99	$	3,309.69
PH M	$	5,553.36	$	3,344.23
PH N	$	4,166.30	$	2,508.94
PH P	$	4,258.50	$	2,564.47
PH Q	$	9,264.82	$	5,579.27
PH R	$	9,253.55	$	5,572.49
PH S	$	4,018.78	$	2,420.11
PH1 A	$	5,679.36	$	3,420.11
PH1 B	$	5,741.85	$	3,457.74
PH1 C	$	13,585.79	$	8,181.37
PH1 D	$	12,614.64	$	7,596.54
PH1 E	$	5,495.99	$	3,309.69
PH1 F	$	5,690.63	$	3,426.90
PH1 G	$	12,328.84	$	7,424.43
PH1 H	$	12,340.11	$	7,431.21
PH2 A	$	14,413.52	$	8,679.83
PH2 B	$	12,156.74	$	7,320.79
PH2 C	$	11,814.59	$	7,114.74
PH2 D	$	14,464.74	$	8,710.67
PH2 E	$	11,530.82	$	6,943.86
PH2 F	$	11,485.74	$	6,916.72
PH3 A	$	11,317.74	$	6,815.55
PH3 B	$	11,667.07	$	7,025.91
Building Totals	**$**	**1,018,850.00**	**$**	**613,551.47**

SCHEDULE B

SCHEDULE B
PROJECTED BUDGET

TANGRAM HOUSE SOUTH CONDOMINIUM
Projected Budget for First Year of Condominium Operation (See Note 1)
July 1, 2018 to June 30, 2019

ESTIMATED INCOME

Common Charges – Residential Units (Note 2)	$2,407,587
Common Charges – Parking Unit (Note 2)	$ 91,780
Common Charges – Retail Unit (Note 2)	$ 187,229
License Fees – Storage Units (Note 3)	$ 42,504
Sponsor Contribution (Note 4)	$ 240,974
Total Estimated Charges	**$2,970,075**

ESTIMATED EXPENSES

Payroll and Related Expenses (Note 5)	$1,063,718
Gas (Heat and Hot Water (Note 6)	$ 333,594
Electricity (Note 7)	$ 473,519
Water Charges and Sewer Rent (Note 8)	$ 224,999
Repairs and Maintenance (Note 9)	$ 140,000
Service Contracts (Note 10)	$ 242,500
Insurance (Note 11)	$ 165,000
Management Fee (Note 12)	$ 96,000
Resident Managers Unit (Note 13)	$ 14,125
Legal and Audit (Note 14)	$ 23,000
Other Expenses (Note 15)	$ 30,000
Contingencies (Note 16)	$ 60,000
Replacement Reserve (Note 17)	$ 103,620
Total (Note 18)	**$2,970,075**

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

ALLOCATION OF COMMON EXPENSES BETWEEN RESIDENTIAL SECTION, PARKING AND RETAIL UNIT

(see detailed notes which follow)

Common Expenses	Total Expenses	Method of Allocation	Residential Units Share	Parking Unit Share	Retail Unit Share	Tangram House West Condominium Share
%			**73.3950%**	**9.3017%**	**17.3033%**	
Payroll and Related	$ 1,063,718	See Notes	$ 761,753	$ 40,365	$ 75,088	$ 186,513
Gas (Heat and Hot Water)	$ 333,594	See Notes	$ 328,607	N/A	N/A	$ 4,987
Electricity	$ 473,519	See Notes	$ 434,577	N/A	N/A	$ 38,942
Water Charges and Sewer Rent	$ 224,999	See Notes	$ 223,309	N/A	N/A	$ 1,691
Repairs and Maintenance	$ 140,000	See Notes	$ 120,046	$ 6,976	$ 12,977	N/A
Service Contracts	$ 242,500	See Notes	$ 202,460	$ 6,046	$ 27,744	$ 6,250
Insurance	$ 165,000	% of Common Interest	$ 121,102	$ 15,348	$ 28,550	N/A
Management Fee	$ 96,000	% of Common Interest	$ 70,459	$ 8,930	$ 16,611	N/A
Resident Managers Unit	$ 14,125	See Notes	$ 7,775	$ 1,314	$ 2,444	$ 2,592
Legal /Audit	$ 23,000	% of Common Interest	$ 16,881	$ 2,139	$ 3,980	N/A
Other Expenses	$ 30,000.00	% of Common Interest	$ 22,019	$ 2,791	$ 5,191	N/A
Contingency	$ 60,000.00	% of Common Interest	$ 44,037	$ 5,581	$ 10,382	N/A
Replacement Reserve	$ 103,620	See Notes	$ 97,068	$ 2,291	$ 4,261	N/A
Total	**$ 2,970,075**		**$ 2,450,091**	**$ 91,780**	**$ 187,229**	**$ 240,974**

NOTES TO SCHEDULE B

(1) First Year of Condominium Operations:

Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from July 1, 2018 to June 31, 2019. The Projected First Closing Date is the commencement of the First Year of Condominium Operation (i.e. July 1, 2018). The actual First Closing and the First Year of Condominium Operation may be earlier or later than projected.

If the First Closing does not occur within 6 months of the Projected First Closing Date, Sponsor will file a Budget Update Amendment to include an updated Schedule B. If such amended projections exceed original projections by 25% or more, Sponsor will offer all Purchasers who executed Purchase Agreements prior to the date of the filing of the Budget Update Amendment the right to rescind for a period of 15 days after the presentation date of the Budget Update Amendment. Further, if the First Closing does not occur within 12 months of the Projected First Closing Date, Sponsor will file an Extension Amendment that provides for a later commencement of the First Year of Condominium Operation than initially disclosed. Purchasers who executed a Purchase Agreement for the purchase of their respective Units prior to the date of filing of the Extension Amendment will be offered a right of rescission for a period of 15 days after the presentation date of the Extension Amendment. Notwithstanding the foregoing, if a Purchaser negotiated an outside closing date that is later than the expiration date of the applicable rescission period, the right of rescission in such instance shall not be available to that Purchaser. In addition, after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind. Any Purchaser entitled to rescission and electing rescission will have their Deposits (to the extent actually made and collected) and any interest earned thereon, returned to Purchaser, provided, however, Sponsor shall be entitled to retain (i) custom work costs and (ii) restoration costs.

Any deposits made by Purchasers for upgrades, extras, or custom work shall be initially deposited into the Escrow Account. If a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any such funds to the extent such funds have been expended on upgrades, extras or custom work. If the offering plan is abandoned or withdrawn by Sponsor, all funds received for Unit upgrades, extras or custom work shall be refunded to Purchaser.

The Sponsor anticipates that the first closing of a unit will occur by July 1, 2018. Purchasers will be offered a right of rescission if: (a) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit occurs later than June 30, 2019, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date.

However, if the first closing occurs before July 1, 2019, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any

specified time frame or to ensure that closing of title to your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

(2) Common Charges:

These amounts represent the total Common Charges to be levied against, and collected from, the Residential Unit Owners, the Parking Unit Owner and the Retail Unit Owner 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 Common Charges have been allocated between the Residential Unit Owners and the Parking and Retail Unit Owner 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 Parking and Retail Unit Owner will only be obligated to pay its 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 the Parking and Retail Unit. Those 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 73.3950%. Common Charges to be borne by the Parking Unit Owner has been allocated on the basis of such the Parking Unit's Common Interest for a total of 9.3017%. Common Charges to be borne by the Retail Unit Owner has been allocated on the basis of such the Retail Unit's Common Interest for a total of 17.3033%.

In addition to the allocation of common charges between the Residential, Parking and Retail Units, there are expenses that are anticipated to be shared between the Residential Units in the Tangram House South Condominium and the residential units in the planned Condominium that is known as Tangram House West Condominium, which will ultimately be HOA Expenses. The shared expenses are limited to payroll and related expenses for the Resident Manager, 3 Porters and 4.2 Lobby Attendants; shared utilities: electric, gas, and water and sewer; service contracts for shared garage elevators, landscaping, and supplies; and monthly expenses for the RM Unit, as more particularly described in the footnotes below.

Because the Tangram House West Condominium may not be operational for several years, Sponsor will pay a portion of the Common Charges for these expenses for up to three years of operation of this Condominium. For up to two years of condominium operation, Sponsor will contribute 25% of Common Charges for these expenses. For up to the third year of condominium operation, Sponsor will contribute 12.5% of the Common Charges for these expenses. If Tangram House West becomes operational at any time before the fourth year of

operation of this Condominium, Sponsor will stop contributing to Common Charges. See footnote 4, below.

Pursuant to Section 339-(m) of the Condominium Act, "profits and expenses may be specially allocated and apportioned by the board of managers in a manner different from common profits and expenses, to one or more non-residential units where so authorized by the declaration and bylaws." See Section 11.3 of Document 6 entitled "Declaration of Tangram House South Condominium" and Section 6.1.1 of Document 7 entitled "By-Laws of Tangram House South Condominium" in Part II of the Plan.

The Non-Residential Unit Owner's obligation to pay Common Charges is based upon their percentage of Common Interest in the Building times the projected expenses specific to the Non-Residential Unit's as set forth in the budget. As set forth in Schedule B, the Non-Residential Unit Owners are obligated to pay as part of its monthly Common Charges a portion of the following expenses: payroll and related expenses, repairs and maintenance; service contracts; insurance; management fee; administration; other miscellaneous expenses, contingency; and replacement reserves. The Non-Residential Unit Owners are not obligated to pay any part of electricity; gas; water and sewer charges since such budget line items exclusively benefit the Residential Unit Owners, and are services which are not fairly attributable to the Non-Residential Unit's use of the Common Elements. The Non-Residential Units will be separately metered for electricity and gas and the Non-Residential Unit Owners will pay those expenses directly.

Residential Common Expenses include the costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to the Residential Common Elements (and, if structural, the Residential Limited Common Elements) and the provision of services to the Residential Unit Owners in general, such as: payroll and benefits for the employees of the Residential Board, certain insurance coverage's for the Residential Common Elements and the Residential Board, the Residential Managing Agent, service contracts, and legal. Purchasers are advised that all budget projections are estimates and approximations. The projections were made by Sponsor in conjunction with First Service Residential, Sponsor's budget projection consultant ("Consultant"). Although the projections are believed to be reasonable, they are not assured or guaranteed.

(3) <u>License Fees for Storage Units: ($42,504)</u>

There are 113 Storage Units located on the Cellar Level of the Building. The storage units will be offered to Purchasers of Residential Units in this Condominium as well as purchasers of residential units in the Tangram House West Condominium (see the Subsection of the Plan entitled "Offer of Storage Licenses" in the Section of the Plan entitled Introduction). The Condominium will charge a license fee for the use of the individual Storage Unit. Each holder of a Storage Unit License will be charged a monthly License Fees based on the square footage of each individual Storage Unit. The monthly License Fees projected herein are based upon estimated expenses for the twelve (12) month period commencing July 1, 2018. The Residential Common Charges will be offset by the income derived by the Storage Unit Licenses in the amount of $42,504.

The Storage Bin License fees will be subject to increases based on the percentage increase in

subsequent budgets approved by the Board of Managers.

(4) Sponsor Contribution: ($240,974)

It is anticipated that certain expenses of the Condominium will ultimately be shared between the Residential Unit Owners in this Condominium and the residential unit owners in the Tangram House West Condominium, if such condominium is constructed. It is anticipated that Tangram House West will be completed in 2020.

The expenses that are shared by the Residential Unit Owners in this Condominium and the residential unit owners in Tangram House West Condominium are limited to payroll and related expenses for the Resident Manager, 3 porters and 4.2 lobby attendants (see footnote 5); shared gas (see footnote 6), shared electric (see footnote 7), shared water and sewer (see footnote 8), service contracts for shared elevators, landscaping, amenity operations and supplies (see footnote 10) and monthly expenses for the Resident Manager's Unit (see footnote 13).

Because the Tangram House West Condominium is not expected to be operational until the summer of 2020, Sponsor will pay a portion of the Common Charges for these expenses for up to three years of operation of this Condominium. For up to two years of condominium operation, Sponsor will contribute 25% of Common Charges for these expenses (estimated to be approximately $240,974) and the Residential Unit Owners in this Condominium will be required to pay 75% of Common Charges for these expenses (estimated to be approximately $722,922). If Tangram House West is not operational by the third year of operation of this Condominium, the Common Charges for Residential Unit Owners in this Condominium will increase. For up to the third year of condominium operation, Sponsor will contribute 12.5% of the Common Charges for these expenses (estimated to be approximately $120,487) and the Residential Unit Owners in this Condominium will be required to pay 87.5% of the Common Charges for these expenses (estimated to be approximately $843,409). If the Tangram House West Condominium is not operational in the fourth year of operation of this Condominium, the Residential Unit Owners in this Condominium will be required to pay 100% of the Common Charges for these expenses (estimated to be approximately $963,896) in the fourth year, and all future years if Tangram House West is never constructed. If Tangram House West becomes operational at any time before the fourth year of operation of this Condominium, Sponsor will stop contributing to Common Charges and the residential unit owners in the Tangram House West Condominium will begin paying their portion of the shared expenses as detailed in the HOA budget.

(5) Payroll and Benefits: ($1,063,718)

		7/1/2018- 6/31/2019
The Building staff shall consist of:		
Residential Manager (1 employee)		$104,000
Handyman (2 employee)	$1,047.03 x 52	$108,891
Porters (4 employees)	$950.00 x 52	$197,600
Lobby Attendants (4.2 employees)	$950.00 x 52	$207,487
	WAGES	$617,978

Gross Payroll was multiplied by 1.1538 to bring the pay year to 60 weeks to allow for sick days, holidays, vacation pay and overtime.

		TOTAL WAGES	$713,052

All staff will be full-time employees. The building is classified as Class "A" for the purpose of defining the wage scale. The projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's Consultant, in managing comparable mixed use buildings of similar size and level of amenities. The wages and benefits comply with Schedule §230 for prevailing wages and benefits as set by the Office of the Comptroller of the City of New York. Such level of staffing complies with all applicable housing and labor laws. The Residential Manager will reside in the building in Unit 2A and will include electric and phone service. The building will be staffed 24/7 and will provide the required janitorial services as required by law.

The following expenses are mandated by law for each employee:

FICA Employer		7.65%	$54,548
NY State Unemployment	(1st $14,000)	9.9%	$15,523
Federal Unemployment	(.8% of 1st $8,500)	.8%	$762
State Disability Insurance	(Annual)	$45.00	$504
Workers Compensation	(5% of Wages)		$35,653
Total Payroll Taxes			$106,990
Each employee will receive the following additional benefits			
Supplemental Benefit	(Per Employee)	$21,757	$243,676
		TOTAL BENEFITS	$350,666

TOTAL PAYROLL AND BENEFITS **$1,063,718**

The Non-Residential Units will utilize the services of the Resident Manager and a Porter. The Non-Residential Units have been allocated their percentage of Common Interest of the Payroll and Benefit expense related to the Resident Manager and one (1) Porter, and will be allocated this expense as part of their Common Charges on a monthly basis. **The Resident Manager will be compensated and will live in unit 2A rent free.**

It is anticipated that payroll and related expenses associated with the Resident Manager, 3 porters and 4.2 lobby attendants will ultimately be shared with the residential unit owners in the Tangram House West Condominium. If the Homeowners Association becomes operational, these expenses will no longer be Condominium expenses, and will instead be HOA Expenses.

As indicated in footnote 4, Tangram House West Condominium may not be operational for several years, and therefore Sponsor will pay a portion of the Common Charges for these

expenses for up to three years of operation of this Condominium. **Sponsor will contribute 25% of Common Charges for this expense for up to two years of operation of this Condominium, and 12.5% for up to the third year of operation of this Condominium.**

(6) Gas (Heating, Hot Water, Cooking, and Dryers): ($333,594)

Con Edison gas is used to provide heat, hot water, cooking, and common dryers for the Residential Section. MG Engineering D.P.C., located at 116 West 32nd Street, New York, New York, 10001, in their letter dated June 13, 2017, has estimated that the consumption of gas for the year will be 225,871 therms per year for the Tangram House South Condominium including all Residential Common Elements

Year Cost	Gas Consumption	Average Cost Of Gas (per therm.)	Projected Total
2017	240,238 (Therms)	$1.31 per Therm. x 6% increase	$333,594

Fuel shortages and other factors may raise the cost of gas higher than current rates. It is believed that the current figure should be sufficient to cover the cost of gas during the first year of operation. However, no warranty is made that the projection for gas will be in accordance with the actual cost of the same during the first year of condominium operation.

It is anticipated that 14,366 therms per year, or 5.9% of the expenses for gas, will ultimately be shared with the residential unit owners in the Tangram House West Condominium. If the Homeowners Association becomes operational, this portion of the expenses will no longer be Condominium expenses, and will instead be HOA Expenses.

As indicated in footnote 4, the Tangram House West Condominium may not be operational for several years, and therefore Sponsor will contribute 25% of Common Charges for this expense for up to two years of operation of this Condominium, and 12.5% for up to the third year of operation of this Condominium.

(7) Electric: ($473,519)

The Residential Units use electric provided by Consolidated Edison and will be separately metered. In addition, electricity is used to provide central A/C and other Residential Common Element uses. The Mechanical Engineer, MG Engineering D.P.C., located at 116 West 32nd Street, New York, New York, 10001, in their letter dated June 13, 2017, has estimated that the consumption of electric for the year will be 1,427,453 kwh of electric for the Residential Common Element uses for the Residential Section. Schedule B-1 contains the breakdown of projected costs of electricity for the individual Units.

The budget amount for electric is arrived at by multiplying the projected consumption by the most recent rates posted by Consolidated Edison, increased by six percent (6%).

Year Cost	Project Consumption	Average Cost/Fuel	Projected Total
2017	2,127,219 KWH	@ $.21 per kwh x 6% increase	$473,519

It is anticipated that 699,766 kwh, or 32.9% of the expenses for electricity, will ultimately

be shared with the residential unit owners in the Tangram House West Condominium, as an HOA Expense. If the Homeowners Association becomes operational, this portion of the expenses will no longer be Condominium expenses, and will instead be HOA Expenses.

As indicated in footnote 4, the Tangram House West Condominium may not be operational for several years, and therefore Sponsor will contribute 25% of Common Charges for this expense for up to two years of operation of this Condominium, and 12.5% for up to the third year of operation of this Condominium.

(8) Water & Sewer: ($224,999)

MG Engineering D.P.C., located at 116 West 32nd Street, New York, New York, 10001, in their letter dated June 13, 2017, estimates the cost for water and sewer charges based on an estimated daily consumption of 80 gallons per day per person at a combined charge of $9.87 per 100 cu. ft. A 6% increase has been factored into this estimate for inflation. It is estimated that the Residential Section will use 19,968 cu. ft. of water and sewer usage. This expense includes all Residential Common Elements as well as Water and Sewer for all the Residential Units.

It is anticipated that 4,460 cu. ft. of water and sewer usage, or 22.3% of the expenses for water and sewer, will ultimately be shared with the residential unit owners in the Tangram House West Condominium. If the Homeowners Association becomes operational, this portion of the expenses will no longer be Condominium expenses, and will instead be HOA Expenses.

As indicated in footnote 4, the Tangram House West Condominium may not be operational for several years, and therefore Sponsor will contribute 25% of Common Charges for this expense for up to two years of operation of this Condominium and 12.5% for up to the third year of operation of this Condominium.

(9) Repairs and Maintenance: ($140,000)

Does not include repairs, painting, maintenance, or supplies for individual Residential Units (or Residential Limited Common Elements, unless structural repairs are necessary for such Residential Limited Common Elements), all of which are the responsibility of the individual Residential Unit Owners. The budgeted figure is based on an estimation of repairs to the interior of the Residential Section and Residential Common (and if structural in nature, the Residential Limited Common Elements) (including walls), the plumbing and electrical systems, painting of public areas, the residential heating system (including pipes and control devices regulating distribution in the Residential Section) and various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies). No amount is included for items covered by construction warranties or to cover the cost of any major capital expenditure in the Residential Section. The budgeted amount is based on the Sponsor's Budget Experts experience in operating other buildings of comparable size and quality and mixed use. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

(10) Service Contracts and Supplies: ($242,500)

This figure represents the estimated annual cost of services and supplies (including service contracts) provided to and for the benefit of the Units is as follows:

Elevator Maintenance (other than Garage Elevators) (Shared by Residential Section)	$35,000
Garage Elevator Maintenance (Shared by the 2 residential condominiums)	$20,000
Landscaping (Shared by 2 residential condos)	$5,000
Exterminating (Shared by Units in this Building)	$7,500
Water Treatment (Shared by Residential Section and Retail Unit)	$7,500
Central Station Monitoring (Shared by Units in this Building)	$5,000
Window Washing (1X per year) (Shared by Residential Section)	$40,000
Back-Up Generator (Shared by Units in this Building)	$15,000
Fire Protection (Shared by Units in this Building)	$20,000
Fire Extinguishers (Shared by Units in this Building)	$2,500
HVAC (Shared by Residential Section)	$50,000
HVAC Shared (Shared by the Residential Section and the Retail Unit)	$10,000
Telephone/Mobile/Internet (Shared by Units in this Condominium)	$10,000
Uniforms	$15,000
Total	**$242,500**

The foregoing is based on the experience of First Service Residential in other similar buildings. The Sponsor's Budget Experts has over 25 years experience in the management industry and First Service Residential managers over 500 cooperative and condominium buildings in New York City.

No service contracts have been entered into at the time of the submission of this Plan to the Attorney General.

Expenses for Service Contracts for garage elevator maintenance and landscaping will be considered shared expenses that are anticipated to be allocated between the two residential condominiums. If the Homeowners Association becomes operational, these expenses will no longer be Condominium expenses, and will instead be HOA Expenses.

As indicated in footnote 4, the Tangram House West Condominium may not be operational for several years, and therefore Sponsor will contribute 25% of Common Charges for this expense for up to two years of operation of this Condominium and 12.5% for up to the third year of operation.

(11) Insurance: ($165,000)

The insurance premiums are based on a letter dated January 30, 2017 from Genatt V LLC. located at 3333 New Hyde Park Road, Ste 400, New Hyde Park, New York, 11042. The fire, casualty and general liability are on the terms set therein:

	COVERAGES	LIMITS OF LIABILITY	
A.	Property (Building Limit)	$	95,000,000
	Business Personal Property Limit	$	200,000

	Loss of Maintenance Fee	$	4,000,000
	Demolition and Increased Cost	$	1,000,000
	Flood	$	5,000,000
	Earthquake	$	5,000,000
	Deductibles		
	Building, Underground Water & Sewer	$	10,000
	Earthquake	$	25,000
	Flood	$	25,000
B.	General Liability		
	(General Aggregate)	$	2,000,000
	Each Occurrence	$	1,000,000
	Fire Damage Liability	$	50,000
	Personal and Advertising Injury	$	1,000,000
	Medical Expenses	$	5,000
	Hired/Non Owner Auto Liability	$	1,000,000
	Water Damage Legal Liability	$	1,000,000
C.	Directors & Officers Liability	$	1,000,000
	Deductible	$	5,000
D.	Umbrella Liability	$	50,000,000
	Self Insured Retention	$	10,000
	Included Excess Director's & Officers		
E.	Crime		
	Employee Dishonesty Limit	$	500,000
	Managing Agent's Rider	$	500,000
F.	Boiler and Machinery or Equipment Breakdown	Included in Property Coverage	

The total premium for these various coverages is estimated at $165,000.

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

Insurance coverage must meet the requirements of any mortgage lender procured by the Sponsor.

Fire, casualty and general liability insurance must be on terms that provide:

- Each unit owner is an additional insured party;

- There will be no cancellation without notice to the Board of Managers;
- A waiver of subrogation;
- A waiver of invalidity because of acts of insured and unit owners; and
- A waiver of pro-rata reduction if unit owners obtain additional coverage.

Unit Owners can obtain additional insurance at their own cost to cover such risks as fire and casualty losses to unit owners, replacements, additions, fixtures and improvements, and liability coverage for occurrences within the unit or the limited common elements subject to the by-laws.

The proposed insurance provides property coverage on an All Risk/Replacement Cost basis. The Building limits and Business Income limits are based on an agreed amount which is a waiver of co-insurance.

This quotation is an indication of insurance premiums at current rates. 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. The agent quoting the proposed insurance is Genatt V LLC. located at 3333 New Hyde Park Road, Ste 400, New Hyde Park, New York, 11042. Sponsor will procure, on behalf of the Condominium Board, on or before the First Closing, the general liability insurance that is required to be carried by the Condominium.

(12) Management Fee: ($96,000)

Based on a proposed agreement with First Service Residential NY Inc. for a term of one (1) year. The services of the Managing Agent shall commence upon the conveyance of title by the Sponsor of the first Unit in the Residential Section and shall continue until the first anniversary of such date. The fee will be $96,000 for the first year, which is approximately $41.66 per unit per month.

This management fee reflects the prevailing cost for similar services. It is based on the size of the building and number of Residential Units. First Service Residential is not affiliated with Sponsor.

For further details as to the responsibilities of the Managing Agent, see the section of the Plan entitled "Management Agreements and Contracts".

(**13) Resident Managers Unit: ($14,125)**

It is anticipated that Sponsor will sell Residential Unit 2A (the "**RM Unit**") to the Board of Managers of this Condominium and the board of managers of Tangram House West Condominium for use and occupancy of the Resident Manager of the Condominiums

The costs represented by this line item reflect (i) Common Charges estimated at approximately $12,962 for the first year, (ii) real estate taxes allocable to the RM Unit estimated at $163 for the

first year, (iii) an utility cost of $1,000 per month for the first year. It is anticipated that this Condominium and Tangram House West Condominium will purchase the RM Unit from the Sponsor upon completion of Tangram House West Condominium. Before the acquisition of the RM Unit, use and occupancy shall be paid to the Sponsor through the collection of Common Charges from the Residential Unit Owners. After the acquisition of the RM Unit, use and occupancy will no longer be paid to the Sponsor. Instead, RM Unit expenses will be paid by the Residential Unit Owners to the Board of this Condominium (if the Homeowners Association is not operational) or to the Homeowners Association as HOA Expenses (if the Homeowners Association is operational).

As indicated in footnote 4, the Tangram House West Condominium may not be operational for several years, and therefore Sponsor will contribute 25% of Common Charges for this expense for up to two years of operation of this Condominium and 12.5% for up to the third year of operation.

(14) Legal and Audit Fees: ($ 23,000)

Based upon the estimate set forth in a letter dated January 26, 2017 from Tarlow & Co., C.P.A.'s, located at 7 Penn Plaza, Suite 210, New York, New York, 10001, Sponsor has budgeted $18,000.00 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 ($5,000.00) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements. This amount has been allocated between the Units on the basis of Common Interest. An attorney for the Condominium has not been determined. The Condominium Board will choose an attorney in the future.

(15) Other Expenses: ($30,000)

Other Expense for the Residential Section covers the ongoing need for telephone, office supplies, office equipment, postage, special communications and mailings to the Unit Owners, annual meetings and other expenses. It has been estimated at $30,000 for the first year. The foregoing is based on the experience of First Service Residential in other similar buildings. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

Payroll Processing	$10,000
Printing and Postage	$ 5,000
Permits/Inspection Fees	$ 5,000
General	$10,000

(16) Contingency: ($60,000)

This fund may be used at the discretion of the Board of Managers, applicable, toward unforeseen expenses or other appropriate Residential Section expenses. The purpose of the Contingency Fund is intended to provide-for any unanticipated expenses or unanticipated increase in projected expenses. The budget for the First Year of Operation does not include an expense line item for reserves for replacements.

(17) Replacement Reserve: ($ 103,620)

The funds collected under this line item are for deposit into an account to hold the Replacement Reserve Fund which is to be funded out of Common Charges and used for periodic maintenance, repair and replacement of the Common Elements, in accordance with the By-laws.

Based on the Reserve Study, we have allocated $78,993 to the Residential Units exclusively. $24,627 has been allocated between the Residential, Parking and Retail Units based on their percentage of Common Interest.

(18) Total Expenses:

IN THE OPINION OF FIRST SERVICE RESIDENTIAL NEW YORK, INC., 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 JULY 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.

SCHEDULE B-1

MGE

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Schedule B-1: Individual Apartment Electrical Costs

Apartment	Ltg/Pwr (KW)	Annual Ltg/Pwr (KWHrs)	Gas Cooktop & Electric Oven (KW)	Annual Cooktop (KWHrs)	Electric Dryer Load (KW)	Annual Dryer Useage (KWHrs)	Estimated WSHP/VRF Load (KWatts)	Annual WSHP/VRF Power (KWHrs)	Estimated WSHP/VRF Heating (KW)	Annual Htg Power (KWHrs)	Total Annual Usage (KWHRs)	Estimated Annual Elec. Cost
2A	5	3,704	4.90	1,789	5.00	780	4.20	4340	1.4	2,292	12,904	$2,710
3A	5	3,495	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,089	$2,119
3B	5	3,321	4.90	1,789	5.00	780	1.58	1633	0.7	1,103	8,626	$1,811
3C	5	3,675	4.90	1,789	5.00	780	2.72	2814	1.3	2,106	11,164	$2,345
3D	5	3,331	4.90	1,789	5.00	780	1.58	1633	0.7	1,103	8,636	$1,814
3E	5	3,501	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,095	$2,120
3F	5	3,511	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,105	$2,122
3G	5	3,785	4.90	1,789	5.00	780	6.80	7025	2.0	3,210	16,589	$3,484
3H	5	3,781	4.90	1,789	5.00	780	6.80	7025	2.0	3,210	16,585	$3,483
3J	5	3,425	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,019	$2,104
3K	5	3,422	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,016	$2,103
3L	5	3,680	4.90	1,789	5.00	780	4.41	4555	1.4	2,207	13,010	$2,732
3M	5	3,687	4.90	1,789	5.00	780	4.41	4555	1.4	2,207	13,017	$2,734
3N	5	3,501	4.90	1,789	5.00	780	4.20	4340	1.4	2,292	12,701	$2,667
3P	5	3,846	4.90	1,789	5.00	780	5.78	5973	2.1	3,395	15,783	$3,314
3Q	5	3,822	4.90	1,789	5.00	780	7.03	7262	2.1	3,395	17,048	$3,580
3R	5	3,797	4.90	1,789	5.00	780	6.80	7025	2.0	3,210	16,601	$3,486
3S	5	3,327	4.90	1,789	5.00	780	1.58	1633	0.7	1,103	8,632	$1,813
3T	5	3,467	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,061	$2,113
5-8A	5	3,493	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,087	$2,118
5-8B	5	3,321	4.90	1,789	5.00	780	1.58	1633	0.7	1,103	8,626	$1,811
5-8C	5	3,682	4.90	1,789	5.00	780	2.72	2814	1.3	2,106	11,171	$2,346
5-8D	5	3,331	4.90	1,789	5.00	780	1.58	1633	0.7	1,103	8,636	$1,814
5-8E	5	3,501	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,095	$2,120
5-8F	5	3,513	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,107	$2,122
5-8G	5	3,785	4.90	1,789	5.00	780	6.80	7025	2.0	3,210	16,589	$3,484
5-8H	5	3,781	4.90	1,789	5.00	780	6.80	7025	2.0	3,210	16,585	$3,483
5-8J	5	3,426	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,020	$2,104
5-8K	5	3,422	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,016	$2,103
5-8L	5	3,680	4.90	1,789	5.00	780	4.41	4555	1.4	2,207	13,010	$2,732
5-8M	5	3,687	4.90	1,789	5.00	780	4.41	4555	1.4	2,207	13,017	$2,734
5-8N	5	3,499	4.90	1,789	5.00	780	4.20	4340	1.4	2,292	12,699	$2,667
5-8P	5	3,849	4.90	1,789	5.00	780	5.78	5973	2.1	3,395	15,786	$3,315
5-8Q	5	3,822	4.90	1,789	5.00	780	7.03	7262	2.1	3,395	17,048	$3,580
5-8R	5	3,797	4.90	1,789	5.00	780	6.80	7025	2.0	3,210	16,601	$3,486
5-8S	5	3,327	4.90	1,789	5.00	780	1.58	1633	0.7	1,103	8,632	$1,813
5-8T	5	3,467	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,061	$2,113
9-12A	5	3,487	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,081	$2,117
9-12B	5	3,320	4.90	1,789	5.00	780	1.58	1633	0.7	1,103	8,625	$1,811
9-12C	5	3,682	4.90	1,789	5.00	780	3.97	4104	1.3	2,106	12,460	$2,617
9-12D	5	3,331	4.90	1,789	5.00	780	1.58	1633	0.7	1,103	8,636	$1,814
9-12E	5	3,501	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,095	$2,120
9-12F	5	3,509	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,103	$2,122
9-12G	5	3,785	4.90	1,789	5.00	780	6.80	7025	2.0	3,210	16,589	$3,484
9-12H	5	3,781	4.90	1,789	5.00	780	6.80	7025	2.0	3,210	16,585	$3,483
9-12J	5	3,426	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,020	$2,104
9-12K	5	3,422	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,016	$2,103
9-12L	5	3,680	4.90	1,789	5.00	780	4.41	4555	1.4	2,207	13,010	$2,732
9-12M	5	3,687	4.90	1,789	5.00	780	4.41	4555	1.4	2,207	13,017	$2,734
9-12N	5	3,505	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,099	$2,121
9-12P	5	3,497	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,091	$2,119
9-12Q	6	4,196	4.90	1,789	5.00	780	8.49	8766	2.0	3,310	18,841	$3,957
9-12R	6	4,193	4.90	1,789	5.00	780	8.49	8766	2.0	3,310	18,838	$3,956
9-12S	5	3,467	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,061	$2,113
PH A	5	3,487	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,081	$2,117
PH B	5	3,320	4.90	1,789	5.00	780	1.58	1633	0.7	1,103	8,625	$1,811
PH C	5	3,682	4.90	1,789	5.00	780	3.97	4104	1.3	2,106	12,460	$2,617
PH D	5	3,331	4.90	1,789	5.00	780	1.58	1633	0.7	1,103	8,636	$1,814
PH E	5	3,501	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,095	$2,120
PH F	5	3,509	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,103	$2,122
PH G	5	3,785	4.90	1,789	5.00	780	6.80	7025	2.0	3,210	16,589	$3,484
PH H	5	3,781	4.90	1,789	5.00	780	6.80	7025	2.0	3,210	16,585	$3,483
PH J	5	3,426	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,020	$2,104
PH K	5	3,422	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,016	$2,103
PH L	5	3,680	4.90	1,789	5.00	780	4.41	4555	1.4	2,207	13,010	$2,732
PH M	5	3,687	4.90	1,789	5.00	780	4.41	4555	1.4	2,207	13,017	$2,734
PH N	5	3,505	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,099	$2,121
PH P	5	3,497	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,091	$2,119
PH Q	6	4,196	4.90	1,789	5.00	780	8.49	8766	2.0	3,310	18,841	$3,957
PH R	6	4,193	4.90	1,789	5.00	780	8.49	8766	2.0	3,310	18,838	$3,956
PH S	5	3,467	4.90	1,789	5.00	780	2.83	2922	0.7	1,103	10,061	$2,113
PH 1A	5	3,722	4.90	1,789	5.00	780	0.82	851	0.0	24	7,165	$1,505
PH 1B	5	3,726	4.90	1,789	5.00	780	0.82	851	0.0	24	7,169	$1,505
PH 1C	6	4,668	4.90	1,789	5.00	780	2.47	2552	0.0	71	9,860	$2,071
PH 1D	6	4,536	4.90	1,789	5.00	780	2.45	2527	0.0	72	9,703	$2,038
PH 1E	5	3,695	4.90	1,789	5.00	780	0.80	825	0.0	24	7,113	$1,494

Schedule B-1: Individual Apartment Electrical Costs												
Apartment	Ltg/Pwr (KW)	Annual Ltg/Pwr (KWHrs)	Gas Cooktop & Electric Oven (KW)	Annual Cooktop (KWHrs)	Electric Dryer Load (KW)	Annual Dryer Useage (KWHrs)	Estimated WSHP/VRF Load (KWatts)	Annual WSHP/VRF Power (KWHrs)	Estimated WSHP/VRF Heating (KW)	Annual Htg Power (KWHrs)	Total Annual Usage (KWHRs)	Estimated Annual Elec. Cost
PH 1F	5	3,721	4.90	1,789	5.00	780	0.80	825	0.0	24	7,139	$1,499
PH 1G	6	4,499	4.90	1,789	5.00	780	2.47	2552	0.0	71	9,691	$2,035
PH 1H	6	4,494	4.90	1,789	5.00	780	3.24	3352	0.1	96	10,510	$2,207
PH 2A	7	4,842	4.90	1,789	5.00	780	2.42	2501	0.0	72	9,984	$2,097
PH 2B	6	4,575	4.90	1,789	5.00	780	3.24	3352	0.1	96	10,591	$2,224
PH 2C	6	4,527	4.90	1,789	5.00	780	2.45	2527	0.0	72	9,694	$2,036
PH 2D	7	4,809	4.90	1,789	5.00	780	2.45	2527	0.0	72	9,976	$2,095
PH 2E	6	4,491	4.90	1,789	5.00	780	2.47	2552	0.0	71	9,683	$2,033
PH 2F	6	4,486	4.90	1,789	5.00	780	3.24	3352	0.1	96	10,502	$2,205
PH 3A	6	4,459	4.90	1,789	5.00	780	3.24	3352	0.1	96	10,475	$2,200
PH 3B	6	4,511	4.90	1,789	5.00	780	2.47	2552	0.0	71	9,703	$2,038

Notes:

1) annual lighting and power diversity based on 8 hrs x 365 days x 25%.
2) annual wshp cooling hr estimated at 90% 48 cooling days x 24 hrs.
3) annual wshp heating hours estimated at 75% x 90 heating days x 24 hrs
4) annual cooktop and oven est 365 hr a year at 4.9kW

SCHEDULE C

SCHEDULE C
PROJECTED BUDGET

TANGRAM HOUSE HOMEOWNERS ASSOCIATION
Projected Budget for First Year of Association Operation (See Note 1)
July 1, 2020 to June 30, 2021

ESTIMATED INCOME

Maintenance Charges – Tangram House South (Note 2)	$1,089,624
Maintenance Charges – Tangram House West (Note 2)	$ 363,208
Maintenance Charges – Hotel (Note 2)	$ 103,245
Total Estimated Maintenance	**$1,556,077**

ESTIMATED EXPENSES

Payroll and Related Expenses (Note 3)	$ 746,050
Gas (Heat and Dryers (Note 4)	$ 34,847
Electricity (Note 5)	$ 264,661
Water Charges and Sewer Rent (Note 6)	$ 54,113
Repairs and Maintenance (Note 7)	$ 40,000
Service Contracts (Note 8)	$ 332,281
Insurance (Note 9)	$ -0-
Management Fee (Note 10)	$ 25,000
Resident Managers Unit (Note 11)	$ 14,125
Legal and Audit (Note 12)	$ 10,000
Other Expenses (Note 13)	$ 15,000
Contingencies (Note 14)	$ 20,000
Total (Note 15)	**$1,556,077**

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

ALLOCATION OF COMMON EXPENSES BETWEEN TANGRAM HOUSE SOUTH, TANGRAM HOUSE WEST AND THE HOTEL UNIT

(see detailed notes which follow)

Common Expenses	Total Expenses	Method of Allocation	Tangram House South	Tangram House West	Hotel Unit	Total
75% (Tangram House South) and 25% (Tangram House West)			**75%**	**25%**		**100%**
56.7313% (Tangram House South), 18.9104% (Tangram House West) and 24.3582% (Hotel)			**56.7313%**	**18.9104%**	**24.3582%**	**100.0000%**
Payroll and Related	$ 746,050	75%/25%	$ 559,538	$ 186,513	$ -	$ 746,050
Gas for HOA Improvements in Tangram House South and Tangram House West	$ 19,949	75%/25%	$ 14,962	$ 4,987	$ -	$ 19,949
Gas for HOA Improvements in Hotel	$ 14,898	56.7313%/18.9104%/ 24.3582%	$ 8,452	$ 2,817	$ 3,629	$ 14,898
Electricity for HOA Improvements in Tangram House South and Tangram House West	$ 173,595	75%/25%	$ 130,196	$ 43,399	$ -	$ 173,595
Electricity for HOA Improvements in Hotel	$ 91,066	56.7313%/18.9104%/ 24.3582%	$ 51,663	$ 17,221	$ 22,182	$ 91,066
Water Charges and Sewer Rent for HOA Improvements in Tangram House South and Tangram House West	$ 18,498	75%/25%	$ 13,873	$ 4,624	$ -	$ 18,498

Water Charges and Sewer Rent for HOA Improvements in Hotel	$ 35,616	56.7313%/18.9104%/ 24.3582%	$ 20,205	$ 6,735	$ 8,675	$ 35,616
Repairs and Maintenance	$ 40,000	75%/25%	$ 30,000	$ 10,000	$ -	$ 40,000
Service Contracts	$ 332,281	See Notes	$ 202,209	$ 67,403	$ 62,669	$ 332,281
Insurance	N/A	N/A	N/A	N/A	N/A	N/A
Management Fee	$ 25,000	56.7313%/18.9104%/ 24.3582%	$ 14,183	$ 4,728	$ 6,090	$ 25,000
Resident Managers Unit	$ 14,125	75%/25%	$ 10,594	$ 3,531	$ -	$ 14,125
Legal /Audit	$ 10,000	75%/25%	$ 7,500	$ 2,500	$ -	$ 10,000
Other Expenses	$ 15,000	75%/25%	$ 11,250	$ 3,750	$ -	$ 15,000
Contingency	$ 20,000	75%/25%	$ 15,000	$ 5,000	$ -	$ 20,000
Total	**$ 1,556,077**		**$ 1,089,624**	**$ 363,208**	**$ 103,245**	**$ 1,556,077**

Footnotes:

Service Contracts	The only services contract expense being allocated to the Hotel is for the Amenity Operator. All other service contract expenses are only allocated between Tangram House South and Tangram House West.

This allocation assumes that the Hotel Condominium is built. If the Hotel Condominium is not built, the gas, electricity, water and sewer and Amenity Operator expenses to be shared among all three Condominiums will not exist. The Management Fee will exist but will instead be allocated between the Tangram House South Condominium and Tangram House West Condominium, only.

FOOTNOTES TO SCHEDULE C

(1) First Year of Home Owners Association (HOA) Operation

The income and expenses are for the projected First Year of Home Owners Association (HOA) Operation. The Maintenance Charges projected herein are based upon estimated expenses for the twelve (12) month period commencing July 1, 2020. The actual First Year of Homeowners Association Operation may begin earlier or later that year.

The HOA budget is based upon the budget of the Tangram House South Condominium, and the anticipated budgets for the Tangram House West Condominium, and the Hotel Condominium. The Tangram House West Condominium and the Hotel Condominium have not been fully designed and are not anticipated to be completed until the summer of 2020. The budgets of those two Condominiums are subject to change, and therefore the HOA budget will be impacted by any such change.

The HOA will only become operational if and when a condominium declaration for the Tangram House West Condominium is filed. To the extent the HOA becomes operational, the HOA budget will be based on the budgets of the Tangram House South Condominium and Tangram House West Condominium, as well as the Hotel Condominium (if it is operational). 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 Tangram House South Condominium 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 period, 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 Condominium 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 Condominium Budget if the changes are not disclosed by a duly filed amendment to the Plan.

(2) Maintenance Charges

These amounts represent the total Maintenance Charges to be levied against and collected from the Condominium during the anticipated First Year of HOA Operation. The Maintenance Charges will be utilized by the HOA Board to defray the operational expenses of the HOA.

(3) Payroll and Benefits: $746,050

	7/1/2018- 6/31/2019
The Building staff of Tangram House South shall consist of:	
Residential Manager (1 employee)	$104,000

Handyman (2 employee)	$1,047.03 x 52		$108,891
Porters (4 employees)	$950.00 x 52		$197,600
Lobby Attendants (4.2 employees)	$950.00 x 52		$207,487
		WAGES	$617,978

Gross Payroll was multiplied by 1.1538 to bring the pay year to 60 weeks to allow for sick days, holidays, vacation pay and overtime.

TOTAL WAGES $713,052

All staff will be full-time employees. The building is classified as Class "A" for the purpose of defining the wage scale. The projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's Consultant, in managing comparable mixed use buildings of similar size and level of amenities. The wages and benefits comply with Schedule §230 for prevailing wages and benefits as set by the Office of the Comptroller of the City of New York. Such level of staffing complies with all applicable housing and labor laws. The Residential Manager will reside in the building in Unit 2A and will include electric and phone service. The building will be staffed 24/7 and will provide the required janitorial services as required by law.

The following expenses are mandated by law for each employee:

FICA Employer		7.65%	$54,548
NY State Unemployment	(1st $14,000)	9.9%	$15,523
Federal Unemployment	(.8% of 1st $8,500)	.8%	$762
State Disability Insurance	(Annual)	$45.00	$504
Workers Compensation	(5% of Wages)		$35,653
Total Payroll Taxes			$106,990
Each employee will receive the following additional benefits			
Supplemental Benefit	(Per Employee)	$21,757	$243,676
		TOTAL BENEFITS	$350,666

TOTAL PAYROLL AND BENEFITS **$1,063,718**

The Non-Residential Units in Tangram House South will utilize the services of the Resident Manager and a Porter. The Non-Residential Units have been allocated their percentage of Common Interest of the Payroll and Benefit expense related to the Resident Manager and one (1) Porter, and will be allocated this expense as part of their Common Charges on a monthly basis (set forth in Schedule B).**The Resident Manager will be compensated and will live in unit 2A in Tangram House South, rent free.**

The expenses associated with 4.2 lobby attendants, 3 porters and the resident manager (labor and related benefits) will be considered a shared expense to be allocated between the two residential condominiums based on an allocation of 75.00% (Tangram House South) and 25.00% (Tangram House West). The Hotel does not contribute towards this expense.

Tangram House West Allocation:	$559,538
Tangram House South Allocation:	$186,513
Total	**$746,050**

(4) Gas (Heating and Dryer): ($34,847)

Con Edison gas is used to provide heat and hot water and gas for dryers for the Homeowners Association. MG Engineering D.P.C., located at 116 West 32nd Street, New York, New York, 10001, in their letter dated June 14, 2017, has estimated that the consumption of gas for the year will be 25,096 therms per year for all of the HOA Improvements located in the three Condominiums.

Year Cost	Gas Consumption	Average Cost Of Gas (per therm.)	Projected Total
2017	25,099 (Therms)	$1.31 per Therm. x 6% increase	$34,847

57% of this gas expense will be considered a shared expense to be allocated between the two residential condominiums based on an allocation of 75% (Tangram House South) and 25% (Tangram House West).

43% of this gas expense will be considered a shared expense to be allocated between all three condominiums based on an allocation of 57% (Tangram House South), 19% (Tangram House West) and 24% (Hotel). If the Hotel Condominium is not constructed, the expenses to be shared among all three Condominiums will not exist.

Fuel shortages and other factors may raise the cost of gas higher than current rates. It is believed that the current figure should be sufficient to cover the cost of gas during the first year of operation. However, no warranty is made that the projection for gas will be in accordance with the actual cost of the same during the first year of Homeowners Association operation.

(5) Electric: ($264,661)

The Residential Condominiums and Hotel use electric provided by Consolidated Edison and will be separately metered for each building. In addition, electric is used to provide central A/C and other shared systems. The Mechanical Engineer, MG Engineering D.P.C., located at 116 West 32nd Street, New York, New York, 10001, in their letter dated June 14, 2017, has estimated that the consumption of electric for the year will be 1,182,195 kwh of electric for the Homeowners Association shared systems

The budget amount for electric is arrived at by multiplying the projected consumption by the most recent rates posted by Consolidated Edison, increased by six percent (6%).

Year Cost	Project Consumption	Average Cost/Fuel	Projected Total
2017	1,182,952 KWH	@ $.21 per kwh x 6% increase	$264,661

66% of this electricity expense will be considered a shared expense to be allocated between the two residential condominiums based on an allocation of 75% (Tangram House South) and 25% (Tangram House West).

34% of this electricity expense will be considered a shared expense to be allocated between all three condominiums based on an allocation of 57% (Tangram House South), 19% (Tangram House West) and 24% (Hotel). If the Hotel Condominium is not constructed, the expenses to be shared among all three Condominiums will not exist.

(6) Water & Sewer: ($54,113)

MG Engineering D.P.C., located at 116 West 32nd Street, New York, New York, 10001, in their letter dated June 14, 2017. Their estimate for the cost for water and sewer charges based on a combined charge of $9.87 per 100 cu. ft. A 6% increase has been factored into this estimate for inflation. This expense includes all Homeowners Association shared systems.

34% of this water and sewer expense will be considered a shared expense to be allocated between the two residential condominiums based on an allocation of 75% (Tangram House South) and 25% (Tangram House West).

66% of this water and sewer expense will be considered a shared expense to be allocated between all three condominiums based on an allocation of 57% (Tangram House South), 19% (Tangram House West) and 24% (Hotel). If the Hotel Condominium is not constructed, the expenses to be shared among all three Condominiums will not exist.

(7) Repairs and Maintenance: $40,000

Does not include repairs, painting, maintenance, or supplies for individual Residential Units (or Residential Limited Common Elements, unless structural repairs are necessary for such Residential Limited Common Elements), all of which are the responsibility of the individual Residential Unit Owners. The budgeted figure is based on an estimation of repairs to the interior of the HOA Improvements located within Tangram House South and Tangram House West, the plumbing and electrical systems, painting of public areas, the HVAC system (including pipes and control devices regulating distribution in the HOA) and various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies). No amount is included for items covered by construction warranties or to cover the cost of any major capital expenditure. The budgeted amount is based on the Sponsor's Budget Experts experience in operating other buildings of comparable size and quality and mixed use. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.
Repairs and maintenance will be considered a shared expense to be allocated between the two residential condominiums based on an allocation of 75% (Tangram House South) and 25% (Tangram House West). The Hotel does not contribute towards this expense.

(8) Service Contracts: $332,281

This estimate includes the cost of various services used in or for the HOA.

Landscaping	$ 35,000
Elevator (Hotel Shared)	$ 10,000
Elevator (Garage Shared)	$ 20,000
Supplies	$ 10,000
Amenity Operator	$257,281
Total	**$332,281**

The Amenity Operator will manage the upkeep, maintenance and functionality of the equipment and furnishings in the pool and gym areas. They will also be responsible for managing, hiring, training and supervising the associated staff related to the pool and gym areas.

The Amenity Operator expense includes payroll and benefits for a resident experience manager and lifeguards; pool supplies and chemicals; uniforms; fitness on demand; programming and events; employee health insurance; insurance premiums; and management fee.

The service contracts for Landscaping, Elevator (Hotel Shared), Elevator (Garage Shared) and Supplies will be considered shared expenses to be allocated between the two residential condominiums based on an allocation of 75% (Tangram House South) and 25% (Tangram House West).

The service contract for the Amenity Operator, including all associated expenses listed above, will be considered a shared expense to be allocated between all three condominiums based on an allocation of 57% (Tangram House South), 19% (Tangram House West) and 24% (Hotel). If the Hotel Condominium is not constructed, the Amenity Operator expense will not exist.

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, First Service Residential, in operating comparable buildings. While this Schedule C includes a reasonable allowance for possible increases in cost, which may occur prior to and during the First Year of HOA Operation, no warranty or guarantee is made that the actual cost for these services or other services will be in accordance with this projection.

(9) Insurance: $ -0-

All insurance coverage's are included in the policy obtained and bound by the Condominiums. See the Schedule B and Footnotes for the Condominium.

(10) Management Fee: $25,000

The HOA will enter into a management agreement with First Service Residential New York, Inc. at or before the First Closing. Based on a proposed agreement with First Service Residential NY

Inc. for a term of one (1) year. The fee will be $25,000 for the first year of HOA operation.

For further details as to the responsibilities of the Managing Agent, see the section of the Plan entitled "Management Agreements and Contracts". Reference should be made to "Management Agreement, Contracts and Leases" in Part I for further discussion of the terms of the Management Agreement.

The Management Fee will be considered a shared expense to be allocated between all three condominiums based on an allocation of 57% (Tangram House South), 19% (Tangram House West) and 24% (Hotel). If the Hotel Condominium is not constructed, the Amenity Operator expense will not exist.

(11) Resident Managers Unit: $14,125

It is anticipated that Sponsor will sell Residential Unit 2A in Tangram House South (the "**RM Unit**") to the Board of Managers of this Condominium and the board of managers of Tangram House West Condominium for use and occupancy of the Resident Manager of the Condominiums.

The costs represented by this line item reflect (i) Common Charges estimated at approximately $12,962 for the first year, (ii) real estate taxes allocable to the RM Unit estimated at $163 for the first year, (iii) an utility cost of $1,000.00 per month for the first year. It is anticipated that this Condominium and Tangram House West Condominium will purchase the RM Unit from the Sponsor upon completion of Tangram House West Condominium.

Before the acquisition of the Resident Manager's Unit, use and occupancy shall be paid to the Sponsor through the collection of Common Charges from the Residential Unit Owners. After the acquisition of the RM Unit, use and occupancy will no longer be paid to the Sponsor. Instead, the RM Unit expenses will be paid by the Residential Unit Owners to the Board of the Tangram House South Condominium (if the Homeowners Association is not operational) or to the Homeowners Association as HOA Expenses (if the Homeowners Association is operational).

When the Homeowners Association is operational, the expenses associated with the RM Unit will be considered a shared expense to be allocated between the two residential condominiums based on an allocation of 75% (Tangram House South) and 25% (Tangram House West). RM Unit Common Charges will be credited by the Homeowners Association instead of being paid by the Tangram House South Condominium to the Homeowners Association, only to be returned to the Condominium.

(12) Legal and Audit Fees: $10,000

Based upon the estimate set forth in a letter dated June 23, 2017 from Tarlow & Co., CPA's located at 7 Penn Plaza, New York, New York, 10001, Sponsor has budgeted $10,000 for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the First Year of Homeowners Association Operation and Federal, state and city income tax returns.

(13) Other Expenses $15,000

Other Expense for the Homeowners Association covers the ongoing need for telephone, office supplies, office equipment, postage, special communications and mailings to the Unit Owners, annual meetings and other expenses. It has been estimated at $15,000 for the first year. The foregoing is based on the experience of First Service Residential in other similar buildings. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

Payroll Processing	$ 2,500
Printing and Postage	$ 2,500
General	$10,000

(14) Contingency $20,000

This fund may be used at the discretion of the HOA, applicable, toward unforeseen expenses or other appropriate HOA expenses. The purpose of the Contingency Fund is intended to provide-for any unanticipated expenses or unanticipated increase in projected expenses. The budget for the First Year of Operation does not include an expense line item for reserves for replacements.

****

The foregoing projected budget may be modified from time to time prior to commencement of and during the First Year of HOA 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 Maintenance Charges or specially assess the Voting HOA Members.

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(15) Total Expenses

IN THE OPINION OF FIRST SERVICE RESIDENTIAL NEW YORK, INC., THE PROJECTED INCOME IS ADEQUATE TO MEET THE PROJECTED COMMON EXPENSES FOR THE FIRST YEAR OF HOA OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE 12-MONTH PERIOD COMMENCING JULY 1, 2020. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL MAINTENANCE 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 MAINTENANCE 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 HOA upon commencement of HOA 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 Maintenance Charges or that will be binding on the HOA for a period of more than two (2) years, unless the Plan is amended.

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

FirstService
RESIDENTIAL

OPINION OF LICENSED REAL ESTATE BROKER RE: COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

July 5, 2017

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

Re: Tangram House South Condominium
133-27 39th Avenue, Flushing, New York 11354

Ladies and Gentlemen:

All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the offering plan for the above-referenced property (the "Plan").

Sponsor has requested our opinion on whether the method used to determine the undivided percentage interest of each Unit in the Common Elements complies with Real Property Law Section 339-i ("Section 339-i").

FirstService Residential New York, Inc., is a licensed real estate broker whose principals have been engaged in the business of real estate brokerage and the operation and management of residential buildings in the greater New York area for more than twenty–five (25) years, managing over 250 mixed use buildings in New York City.

In connection with this opinion, we have reviewed Schedule A set forth in the Plan and the proposed Declaration and the Floor Plans included in Part II of the Plan; and we have assumed that the statements and information contained therein are correct and accurate. We have not reviewed or verified the calculations of floor areas used in determining the sizes of Units or the Limited Common Elements.

Section 339-i requires that the Common Interest of each Unit be based on any one of several methods of calculation. One of these allowable methods is the method stated in Article 11 of the Declaration (Section 339-i(1)(iv)).

We have evaluated the allocation of Common Interest among the Units made by Sponsor based on the foregoing factors, and it is our opinion that the allocation of Common Interest is consistent with Section 339-i.

The opinion is confined to the matters addressed herein with respect to Section 339-i and is not intended, nor should be construed, as an opinion on any other aspects of the Plan. Further, we assume no

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obligation to update or supplement this opinion to reflect any changes in statutory law or judicial precedent, or any changes in fact or circumstances, that may hereafter come to our attention pertaining to the subject matter hereof.

We certify that we are not owned or controlled by Sponsor and that we have no financial interest in the offering other than our fee for services rendered in connection with the preparation of this letter and schedules included in the Plan (and acting as the Managing Agent under the Plan).

We consent to the incorporation of this opinion in the Plan and to the references to our name in the Plan in the connection with this opinion.

Very truly yours,

FIRSTSERVICE RESIDENTIAL NEW YORK, INC.

By: _____

Marc Kotler
Senior Vice President
New Development Group

NON-RESIDENTIAL UNITS

Sponsor anticipates that at the time the Declaration is recorded, the Condominium will contain one Retail Unit located on the ground floor and the first floor and one Parking Unit consisting of three sub-cellar levels, none of which will be offered for sale at this time (collectively, the "Non-Residential Units").

It is intended that the Retail Unit will eventually be contiguous with other condominium retail units in the other buildings in the Project and the Parking Unit will eventually be contiguous with other condominium parking units in the Tangram House West Condominium and the Hotel Condominium, such that the retail units and the Parking will appear to be seamlessly connected. Each condominium declaration will provide easements to permit connectivity. Sponsor intends to retain the Retail Unit and Parking Unit and the retail units and parking units in the adjacent condominiums. Sponsor reserves the right, however, to offer the Retail Unit and/or the Parking Unit for sale at a later date by amendment to the Plan or by no-action letter either together with or separately from the retail units and/or parking units in the other buildings. Additionally, the Retail Unit and/or the Parking Unit may be subdivided; in which event there may be more than one Retail Unit and/or Parking Unit. There are no leases currently in force.

The Retail Unit and the Parking Unit may be used for any lawful purpose except the following:

1. Any illegal or pornographic purposes or as a commercial establishment in which are provided sex-related activities consisting of nude or semi-nude live performances, sex clubs, massage parlors, adult book stores, peep shows;

2. Storage warehouse;

3. Dry cleaning plant;

4. Laundromat;

5. Mortuary or funeral home;

6. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor, table games such as black jack or poker, slot machines, video poker or similar devices, or bingo hall;

7. Any veterinary hospital or animal raising or boarding facilities;

8. Any house of worship:

9. Any homeless shelter;

10. Any drug or alcohol rehabilitation facility; or

11. Any manner which would cause the loss or diminution of any ICAP benefits, including, but limited to, using the Retail Unit or Parking Unit for residential purposes.

Except as otherwise set forth herein, Sponsor makes no representation as to who the owners or tenants of the Retail Unit or Parking Unit may be at any time, and what the actual use of the Retail Unit or Parking Unit will be at any time. Neither the Condominium Board nor the Unit Owners will have any right to restrict or limit any lawful use of the Retail Unit or Parking Unit. Any and all rents, revenues and profits of any type whatsoever from the Retail Unit and the Parking Unit shall belong to the Retail Unit Owner and the Parking Unit Owner. The uses of the Retail Unit and the Parking Unit may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control.

Sponsor intends to make available 134 paid vehicular parking spaces and 96 paid bicycle parking spaces for the Residential Unit Owners in this Condominium on sub-cellar level 3 of the entire parking structure in the Podium. The residential parking will initially be operated as a valet parking garage, although it may become a self-parking garage. Access to the residential parking is by means of a concrete ramp from the Building street frontage along 39th Avenue. The Parking will be managed by the Parking Unit Owner or a separate operator; the Residential Unit Owners will contract directly with the Parking Unit Owner or the operator for hourly, daily, weekly, monthly or other rates. Payments for the use of the residential parking will be determined by the Parking Unit Owner or the operator and will be made directly by the user to the Parking Unit Owner or the operator. If access to the residential parking spaces in the neighboring Tangram House West Condominium and Hotel Condominium are not available because the Parking has not been completed, interim parking locations will be provided for the valet parking. The bicycle parking spaces reserved for the Residential Unit Owners will be located in the portion of the Building identified as "Bicycle Storage" on the Floor Plans set forth in the Plan. If access to the residential parking spaces in the Tangram House West Condominium and Hotel Condominiums are not available because the parking garages have not been completed, interim parking locations will be provided.

Paid parking for all of the retail space in the Project, including parking for the Retail Unit, will be on sub-cellar levels 1, 2 and 3 of the Podium. Initially, parking on sub-cellar levels 1 and 2 will be self-parking and parking on sub-cellar level 3 will be valet parking, but these operations may change. It is anticipated that approximately 112 parking spaces on sub-cellar levels 1 and 2 of the entire parking garage will be reserved for the Retail Unit in this Condominium. However, this number is subject to change based on the use of the Retail Unit. Payments for the use of the retail parking spaces will be determined by the Parking Unit Owner or the operator and will be made directly by the user to the Parking Unit Owner or the operator. Automobile access to the retail parking is by means of the concrete ramp on 39th Avenue or the concrete ramp from College Point Boulevard. Bicycle parking spaces reserved for the Retail Unit Owner will be located inside the Retail Unit.

If the Board of this Condominium later determines that the amount of parking provided is no longer needed, the Board may modify the use of some or all of the parking area.

The Declaration and the By-Laws may not be amended or modified so as to adversely affect the Retail Unit Owner or the Parking Unit Owner without the prior written consent of the Retail Unit Owner or the Parking Unit Owner, as applicable.

The Retail Unit Owner and the Parking Unit Owner shall have the right to sell or lease all or any portion of the Retail Unit or the Parking Unit without complying with the right of first refusal contained in the Declaration or By-Laws.

The Retail Unit Owner and the Parking Unit have certain special rights under the Declaration, including the right to make certain alterations, additions and improvements to such Units and subdivide such Units without the consent of the Condominium Board or any other requirements set forth in the Declaration, By-laws or Rules and Regulations, but subject to the requirements of Applicable Law. The Retail Unit Owner and the Parking Unit Owner shall have an easement of ingress and egress through certain Common Elements and an easement for the installation, maintenance, repair and replacement of canopies, awnings and signs on the Building to the roof of the parapet of the second floor, within the Building and outside the Building on the Property. Each of the foregoing easements shall be exercised in such a manner as to not unreasonably disrupt the use by other Unit Owners of their Units. See the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Board of Managers**."

Common Charges payable by the Retail Unit Owner and the Parking Unit Owner will be based on the Common Interest of the Retail Unit and the Parking Unit, except as indicated in the Footnotes to Schedule B or/and in accordance with the terms of the By-Laws. Relying on the certification contained in Part II of the Plan, Sponsor estimates that the Common Charges payable by the Retail Unit Owner and the Parking Unit Owner will be sufficient to cover the Common Expenses fairly attributable to the Retail Unit and the Parking Unit.

The Condominium Board, at the request of the Retail Unit Owner or the Parking Unit Owner, will enter into an agreement with any tenant with which a Retail Unit Owner or Parking Unit Owner has entered into a lease for all or a portion of a Unit. Under the terms of such agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration, and the Condominium Board will agree that so long as there is no event of default under said lease as would entitle the landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the lien of the Condominium Board on such Unit for Common Charges or any other sums of any sort, and the Condominium Board shall agree that the lease shall not be terminated in any foreclosure or other action or proceeding instituted in connection with any such lien or in the exercise of any rights of the Condominium Board, or, in case the Condominium Board takes possession of the Unit pursuant to any provision of the Declaration or the By-Laws, or otherwise; provided, however, that if the Condominium Board or any other party succeeds to the interests of the Unit Owner under the lease, the tenant will agree to be bound to the Condominium Board or such other party under all of the terms, covenants and conditions of the lease and the tenant will attorn to the Condominium Board or such other party as its landlord. The Retail Unit Owner and Parking Unit Owner shall never be required to provide the Condominium Board with copies of any leases or agreements with which the Retail Unit Owner or Parking Unit Owner has entered into with any tenant.

The Condominium Board will also be required to cooperate with the Retail Unit Owner and the Parking Unit Owner in connection with the sale, leasing or mortgaging of the Retail Unit and Parking Unit. Such cooperation shall include the execution and delivery by the Condominium Board, without charge to the Unit Owner, of such documents as may reasonably or customarily be required in connection with the sale, leasing or mortgaging of the Unit including, but not limited to, an estoppel.

The By-laws provide that if the Condominium Board fails to enter into agreements described in the previous two paragraphs within five business days following delivery of a written request by a Retail Unit Owner or Parking Unit Owner, the Condominium Board will have been deemed to have consented to any of such agreements, which may be executed by the member of the Condominium Board appointed by the Retail Unit Owner or Parking Unit Owner.

Sponsor and the Retail Unit Owner shall have the right to install and maintain communication facilities on the roof of the Building in the General Common Elements at any location not used for Building Facilities.

CHANGES IN PRICES AND UNITS

Changes in Price and Terms of Sale

Sponsor reserves the right to change the Purchase Price, the manner of payment thereof and any other term of sale of any Unit, at any time and from time to time, both before and after the recording of the Declaration, without prior notice or prior amendment to the Plan, except as set forth below, and without the consent or approval of the Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, any mortgagee or any other party.

Changes in the Purchase Prices set forth in Schedule A will be made pursuant to a duly filed amendment to the Plan when such change in price is (a) an across-the-board increase or decrease affecting one or more lines of Units or Unit models, or (b) is to be advertised, or (c) is a price increase for an individual Purchaser. As set forth in the Footnotes to Schedule A, Purchase Prices are negotiable, and Sponsor may enter into an agreement with an individual Purchaser to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment.

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

Changes in Size, Layout and Number of Residential Units

Except to the extent prohibited by law, Sponsor shall have the right, without the vote or consent of the Condominium Board, other Unit Owners or the Residential Mortgage Representatives, if any, to: (a) change the use (subject to Section 6.13 of the By-Laws and provided that such use is permitted by law and does not violate the then-existing certificate of occupancy covering such Unsold Residential Unit or any other governmental regulations) or layout of, or number of rooms in, any Unsold Residential Units from time to time; (b) change the size and/or number of Unsold Residential Units by subdividing one or more Unsold Residential Units into two or more separate Units; by combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Units; by converting a Residential Unit or any portion thereof to a General Common Element, a Common Element, or a Limited Common Element; or by altering the boundary walls between any Unsold Residential Units, or otherwise, including incorporating into an Unsold Residential Unit those Common Elements by assignment of a license or otherwise (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Residential Unit) that exclusively benefit such Unsold Residential Unit; (c) designate a General Common Element, Common Element or a Limited Common Element, as part of a newly created Unit, General Common Element, Common Element or Limited Common Element; or (d) designate all or part of a Unit as a newly created Unit, General Common Element, Common Element or Limited Common Element; and (e) if appropriate, reapportion among the Unsold Residential Units affected by such change in size, use or number pursuant to the preceding clauses (a) through (d) their percentage interests in the Common Elements; provided, however, that (i) the percentage interest in the Common Elements of any other Unit shall not be changed by reason thereof unless the owner of such Unit shall consent thereto; (ii) Sponsor shall comply with all laws, ordinances and regulations of all

governmental authorities having jurisdiction and shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; and (iii) the soundness or structural integrity of any part of the Building or the safety of any Unit Owner, tenant or other Person shall not be jeopardized by reason thereof. No reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the percentage interests of the respective Units in the Common Elements immediately after such reapportionment, will be 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.

Such rights may be exercised by Sponsor from time to time, both before and after the recording of the Declaration, without the consent or approval of the Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, any mortgagee or any other party. Sponsor, however, will first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by Applicable Law. In addition, unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default. Further, unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements.

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

If Sponsor changes the size or number of Unsold Residential Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. The aggregate amount of the Common Interests of all the Units, however, will always remain at 100%. As a result of any reapportionment of the Common Interests appurtenant to Unsold Residential Units, the amount of the Common Charges and the real estate taxes and assessments payable by the owners of the Unsold Residential 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 and, when applicable, the Declaration will be amended to reflect any change in the size or number of Residential Units or their respective Common Interests, or any material change in the size or quality of the Common Elements; however, the layout and number of rooms in Unsold Residential Units may be changed without prior notice or amendment of this Plan.

Once the Declaration is recorded, any change in the number of Units or number of rooms within a Residential Unit, or in the size of any Unit resulting from a subdivision or combination or alteration of boundary walls as aforesaid, or otherwise, or in the Common Interest of any Unit, shall be reflected in a duly recorded amendment to the Declaration. As more particularly provided in the Declaration, Sponsor, as the owner of an Unsold Residential Unit, will have the right itself to so amend the Declaration to effectuate such change, without the Condominium

Board, any other Unit Owners, any mortgagee or any other party consenting to or executing such amendment.

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

INTERIM LEASES

A Person entering into a Purchase Agreement will not be entitled to occupy a Unit prior to Closing under the Purchase Agreement under an interim lease or otherwise.

PROCEDURE TO PURCHASE

General

A Person wishing to purchase a Residential Unit with or without a storage unit will be required to execute, in quadruplicate (unless electronic signatures are accepted, at Sponsor's discretion), a Purchase Agreement in the form set forth as Document Number 1 in Part II of the Plan. The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and, before being executed, should be read carefully by the prospective Purchaser and his or her legal or financial representative. If the Retail Unit or the Parking Unit shall be offered for sale, sales of such Unit shall be negotiated separately using forms the parties may agree upon.

Unless a Purchaser has been afforded at least three (3) business days in which to review the Plan and all filed amendments prior to executing a Purchase Agreement, such Purchaser shall have seven (7) days after delivering an executed Purchase Agreement, together with the required Down Payment, to rescind the Purchase Agreement and have the Down Payment refunded promptly. Such Purchaser must either personally deliver a written notice of rescission to Sponsor or the Selling Agent within the seven (7)-day period or mail the notice of rescission to Sponsor or the Selling Agent and have the mailing postmarked within the seven (7)-day period.

Sponsor reserves the right to collect a $200 deposit from prospective Purchasers when providing copies of the Plan to prospective Purchasers or their attorneys. The deposit will be refunded to the prospective Purchaser upon the return of the Plan or upon the Purchase of a Unit.

Delivery of Purchase Agreement

A prospective Purchaser wishing to purchase a Unit should deliver to the Selling Agent at c/o Fultonex Realty LLC, 136-17 39th Avenue, Unit 3G, Flushing, NY 11354, four (4) copies of the executed Purchase Agreement (unless electronic signatures are accepted, at Sponsor's discretion), together with such prospective Purchaser's unendorsed personal check, drawn on a bank to which checks are presented for payment through the New York Clearing House Association, in a sum equal to ten percent (10%) of the Purchase Price, representing the Down Payment. Said check is to be made payable to the order of "Herrick, Feinstein LLP, as Escrow Agent."

Acceptance of Purchase Agreement

Within twenty (20) days after said delivery to the Selling Agent by the prospective Purchaser of four (4) copies of the executed Purchase Agreement (unless electronic signatures are accepted, at Sponsor's discretion), together with the Down Payment, Sponsor shall either accept the Purchase Agreement by returning a fully executed counterpart thereof to the prospective Purchaser or reject the Purchase Agreement and refund the Down Payment previously tendered. If Sponsor takes no action to accept or reject the Purchase Agreement within said twenty (20)-day period, the Purchase Agreement shall be deemed to have been rejected and the prospective Purchaser shall be entitled to receive immediately a full refund of the Down Payment. Upon such refund being made, neither party will have any further rights, obligations or liabilities hereunder with respect to the other or any other party connected with the Plan. Sponsor has the right, without incurring any liability, to reject any Purchase Agreement

without cause or explanation, so long as such rejection is not based upon race, creed, color, national origin, ancestry, sex or other ground prohibited by Applicable Law.

The following attorneys at the law firm of Herrick, Feinstein LLP have been designated as Seller's duly authorized agents to execute Purchase Agreements and any amendments and associated notices thereto on behalf of Tangram House South Sponsor LLC, the Seller/Sponsor: Douglas P. Heller, Esq., Erin S. Goodman, Esq. and Rebecca S. Ashkenazi, Esq.

Closing of Title

After an amendment declaring the Plan effective or confirming that the Plan has been declared effective has been accepted for filing, Sponsor will fix dates for closing title to all Residential Units for which Purchase Agreements have been executed by serving on each Purchaser a notice stating the date of the First Closing and setting the date, time and place (within the City of New York) of closing of title to the Residential Unit to be acquired by such Purchaser. Such notice will be served no less than thirty (30) days before the date set for the closing of title to such Residential Unit. A Purchaser who wishes to waive this thirty (30) day notice requirement may do so in writing. The closing of title to each Residential Unit will occur in accordance with the terms of the applicable Purchase Agreement. See the Sections of the Plan entitled "**Terms of Sale**" and "**Unit Closing Costs and Adjustments**" for a more complete discussion of the events that will occur at each such closing of title.

Sponsor anticipates that the First Closing will occur on or about July 1, 2018. If the First Closing is delayed twelve (12) months or more beyond such date, Purchasers will be offered the right, for a period of at least fifteen (15) days from the Presentation Date of an amendment in which Sponsor discloses that the First Closing has not occurred within such twelve (12)-month period, to rescind their Purchase Agreements and have their Down Payments refunded promptly. In the event July 1, 2018 is changed by amendment to the Plan, those Purchasers who execute Purchase Agreements following receipt of the amendment shall be offered rescission if the First Closing is delayed twelve (12) months beyond the new date set forth in the amendment.

Terms of Purchase Agreement

The following is a summary of certain material provisions of the Purchase Agreement, but it is not intended as a complete statement of these or other important provisions of the same. For a complete statement of these provisions, please refer to the form of Purchase Agreement set forth as Document Number 1 in Part II of the Plan:

(a) Incorporation of Plan

The Plan (including, without limitation, the proposed Condominium Documents contained in Part II of the Plan) as well as all amendments to the Plan duly filed by Sponsor (including, but not limited to, amendments involving any changes, modifications or updating of the estimated Common Charges, the estimated real estate taxes to be paid by the Purchaser, or Schedule B) are incorporated into each Purchase Agreement by reference. Any conflict between the Purchase Agreement and the Plan will be resolved in favor of the Plan. The execution and submission of a Purchase Agreement constitutes the Purchaser's acceptance of the Plan and his agreement to be bound by the terms of the Plan, including all duly filed amendments thereto. Any such amendments shall not excuse the Purchaser from performing the Purchaser's

obligations hereunder, nor shall they entitle the Purchaser to any offset or credit against the performance of the Purchaser's obligations hereunder, nor shall they entitle the Purchaser to any offset or credit against the Purchase Price. Any such amendments may be made by Sponsor without the Purchaser's consent or approval; subject to the Purchaser's right to rescind in the event of a material amendment to the Plan or the Condominium Documents that adversely affects in any material respect the Purchaser's rights, obligations or liabilities under his Purchase Agreement or under the Plan as more specifically set forth in the Section of the Plan entitled "General."

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

(b) Payment of Purchase Price

As provided above, each Purchaser shall deliver his or her check in the amount of the Down Payment simultaneously with the execution and delivery of the Purchase Agreement. The balance of the Purchase Price will be paid to Sponsor at the closing. If Purchaser is acquiring by assignment a Storage License, payment in full shall be required at closing.

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

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

(c) No Financing Contingency

The obligations of a Purchaser under a Purchase Agreement are not conditioned upon obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing. A Purchaser may obtain financing from any lending institution or other source. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it could expire before the closing date; and Sponsor shall have no obligation to schedule or

conduct any closing prior to the expiration of any loan commitment and shall have no liability as a result of any scheduling or adjournment of closing beyond the expiration of a loan commitment.

(d) The Escrow Agent

The law firm of Herrick, Feinstein LLP, 2 Park Avenue, New York, New York 10016, and whose telephone number is (212) 592-1400 (the "**Escrow Agent**"), shall serve as escrow agent for Sponsor and the Purchaser.

(e) The Escrow Account

The Escrow Agent shall establish an escrow account (the "**Escrow Account**") at HSBC Bank USA, NA, located at 425 Fifth Avenue, New York, New York 10018 (the "**Bank**"), a bank authorized to do business in the State of New York. The name of the Escrow Account is "Herrick, Feinstein LLP as escrow agent under the Plan for the Tangram House South Condominium." The signatories on the Escrow Account, each of whom is admitted to practice law in the State of New York, are Harvey Feuerstein, Arthur Jakoby, Irwin A. Kishner, Scott E. Mollen, Richard M. Morris, John C. St. Jeanos, Louis H. Tuchman, Raymond Hannigan and Andrew Gold. Neither the Escrow Agent nor any signatory on the Escrow Account is the Sponsor, the Selling Agent, the Managing Agent or a principal of any of the foregoing, or has any beneficial interest in any of the foregoing.

The Bank is insured by the Federal Deposit Insurance Corporation generally to a maximum of $250,000 in the aggregate with respect to all funds deposited by any person in one or more deposit accounts (including, without limitation, amounts deposited directly by such person by the Escrow Agent). If a Purchaser makes a Down Payment in excess of $250,000 for the purchase of a Unit, or if the amount of such Purchaser's deposits at the Bank and such Down Payment exceed $250,000, the aggregate of such Down Payment and all other such deposits will generally not be federally insured in excess of $250,000. No representation or guaranty is made by the Escrow Agent or Sponsor that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so.

All checks for Down Payments and deposits under the Plan shall be made payable to the order of "Herrick, Feinstein 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 to the terms of a written agreement between the Purchaser and Sponsor. Such deposits shall otherwise be treated in the same manner as Down Payments.

The Escrow Account will be interest bearing, and the interest rate to be earned on the Down Payment will be the rate paid from time to time by the Bank for the same type of account as the Escrow Account, which was 0.185% per annum as of December 7, 2016. Interest will begin to accrue when the check for a Down Payment is deposited at the bank, and provided there is no charge back or debit by the Bank against the amount deposited. Each Purchaser must indicate his or her social security or its federal taxpayer identification number on the Purchase Agreement and on Internal Revenue Service form W-9 (or in the alternative deliver a duly completed and signed Internal Revenue Service form W-8). If there is more than one Purchaser,

the social security or federal taxpayer identification number of each Purchaser who will be receiving any interest earned on a Down Payment must be noted on the Purchase Agreement. A Purchaser's failure to provide this information with the Purchase Agreement will be deemed a waiver of such Purchaser's right to receive interest on such Down Payment. Any interest earned on the Down Payment shall be delivered to the Purchaser at the closing of title to his Unit or other termination of the Purchase Agreement, unless the Purchaser has defaulted thereunder beyond any applicable grace periods, in which event Sponsor shall be entitled to retain the Down Payment and any interest earned thereon. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

(f) Trust Fund Provisions in Purchase Agreement

The relevant escrow trust fund provisions are included in the Purchase Agreement, which must be executed by the Escrow Agent.

(g) Notification to Purchasers

Within five (5) business days after the Purchase Agreement has been tendered to the Escrow Agent together with the Down Payment, the Escrow Agent shall sign the Purchase Agreement and place the Down Payment in the Escrow Account. Within ten (10) business days after the Down Payment has been placed in the Escrow Account, the Escrow Agent shall notify the Purchaser and Sponsor that such funds have been deposited into the Escrow Account and shall provide the account number and the initial interest rate to be earned on the Down Payment. Subject to the provisions of the next sentence, if such Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Down Payment to the Escrow Agent, then such Purchaser may rescind his Purchase Agreement, so long as such right to rescind is exercised within ninety (90) days after the tender and delivery of the Down Payment and Purchase Agreement to the Escrow Agent. Complaints concerning the failure to honor any such rescission requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, New York 10271. A Purchaser shall not, however, be entitled either to rescind his Purchase Agreement or to receive a refund of his Down Payment where proof satisfactory to the Attorney General is submitted establishing that the Down Payment was timely deposited and notice as provided above was timely given to such Purchaser in conformity with the Attorney General's Regulations. The receipt of the Down Payment by the Escrow Agent and the deposit of the Down Payment in the Escrow Account will not be deemed acceptance of the Purchase Agreement by Sponsor, which acceptance can only occur as provided in the subsection entitled "Acceptance of Purchase Agreement" above.

(h) Release of Funds

As provided in Section 352-h of the GBL, all Down Payments (but not advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement) are and shall continue to be the Purchaser's money and may not be commingled with any other money or pledged or hypothecated by Sponsor. Any deposits made for upgrades, extras, or custom work shall be initially deposited into the escrow account, and released in accordance to the terms of the Purchase Agreement. The form of this agreement is in the Purchase Agreement.

Under no circumstances shall Sponsor apply for release of the Down Payment of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance by the Department of Law of a post-closing amendment. Consummation of the Plan does not relieve Sponsor of its obligations pursuant to Section 352 e(2-b) or Section 352-h of the GBL.

The Escrow Agent shall release the Down Payment if so directed: (a) pursuant to the terms and conditions set forth in the Purchase Agreement upon the closing of title to the Unit; (b) in a subsequent writing signed by both Sponsor and Purchaser; (c) by a final, non-appealable judgment or order of a court of competent jurisdiction; or (d) upon default of the Purchaser (but such Down Payment may only be release to Sponsor after consummation of the Plan). If the Escrow Agent is not directed to release the Down Payment pursuant to clause (a), (b), (c) or (d) above and receives a request by either party to release the Down Payment, then the Escrow Agent shall give both the Purchaser and Sponsor prior written notice of not less than thirty (30) days before releasing the Down Payment. If the Escrow Agent has not received notice of objection to the release of the Down Payment prior to the expiration of said thirty (30)-day period, the Down Payment 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 Down Payment within said thirty (30)-day period, the Escrow Agent shall continue to hold the Down Payment until otherwise directed pursuant to clause (a), (b) or (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Down Payment contained in the Escrow Account (together with any interest earned thereon) with the clerk of the county in which the Unit is located and shall give written notice to both parties of such deposit.

Sponsor will not object to the release to any Purchaser of the Down Payment paid by such Purchaser, provided that such Purchaser has timely rescinded such Purchaser's Purchase Agreement in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; nor shall Sponsor object to the release of their Down Payments to all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

In the event a Purchase Agreement is rescinded, the purchaser will not receive a refund of the custom or extra work funds to the extent that it has been expended. In the event the Plan is abandoned or withdrawn by Sponsor, all funds received for custom or extra work will be refunded.

(i) Waiver Void

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

(j) Events of Default

If a Purchaser (i) defaults in paying the balance of the Purchase Price on the date scheduled by Sponsor for closing title to his Unit, (ii) defaults in performing some other obligation under the Purchase Agreement, or (iii) is or becomes a tenant or occupant of the

Building and is evicted for failure to pay rent or to perform some other lease or tenancy obligation (whether by voluntary removal or by court order), Sponsor's sole remedy under the Purchase Agreement is to cancel said Purchase Agreement by sending written notice to such Purchaser and, if such Purchaser shall fail to cure such default within thirty (30) days after the giving of such notice, to retain, as and for liquidated damages, the Liquidated Sum. Sponsor must make written demand at least thirty (30) days before forfeiture of the Liquidated Sum. Any payments received by Sponsor in excess of the Liquidated Sum, together with interest earned on such excess payments, if any, shall be refunded to the Purchaser with reasonable promptness after cancellation. **THE CURING OF SUCH DEFAULT WITHIN SAID THIRTY (30)-DAY PERIOD IS OF THE ESSENCE OF THE PURCHASE AGREEMENT. THIS MEANS THAT, UPON THE PURCHASER'S FAILURE TO CURE HIS DEFAULT WITHIN SUCH PERIOD, THE PURCHASE AGREEMENT SHALL BE DEEMED CANCELED AND SPONSOR MAY RETAIN THE LIQUIDATED SUM AS DAMAGES.**

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

(k) Purchaser's Delinquency Closing Costs

If through no fault of Sponsor a Purchaser fails to close on the date fixed by Sponsor for closing of title to Purchaser's Unit, then Purchaser will (a) pay (among other closing costs) a late fee equal to 0.0411% times the unpaid balance of the Purchase Price for each day's delay, beginning with the date originally scheduled for the closing to and including the day immediately preceding the actual date on which the closing occurs, (b) reimburse Sponsor for the Unit's carrying charges (that is, Common Charges and real estate taxes) during the period of delay and (c) pay the service fees of Sponsor's Attorneys of $250 for each time the Closing is adjourned for any reason other than at Sponsor's request.

(l) Fixtures, Appliances and Personal Property

Only those appliances, fixtures, furnishings and items of personal property that are described in the Plan as being part of the Residential Unit and are actually located in the Residential Unit on the Closing Date are included in the sale of the Residential Unit. Furniture, wall coverings, furnishings, decorations and the like in or about any model apartment are for display purposes only and are not included in the sale. Any floor plans or sketches shown to a Purchaser are only approximations of the Residential Unit's dimensions and arrangement, and the Purchaser should not rely thereon. There shall be no modifications or extras unless agreed to in writing by both the Purchaser and Sponsor. All modifications, alterations and additions to the Residential Unit must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at the Purchaser's expense (payable in the manner to be set forth in an addendum to the Agreement or in a separate agreement). In the event of any inconsistency or conflict between the provisions of the Plan and the provisions of any marketing or other materials provided by Sponsor, the provisions of the Plan shall govern and be binding.

(m) Access to Unit

A Purchaser of a Residential Unit shall not be entitled to have access thereto prior to the closing of title without obtaining Sponsor's prior written consent. A Purchaser permitted such access shall release Sponsor, the Managing Agent and the Selling Agent from any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from any injuries sustained by any person or damage to any property resulting from such access, even if such injury results from the negligence of Sponsor, the Managing Agent, the Selling Agent or any of their respective agents, employees, contractors or representatives. In addition, any such Purchaser shall indemnify and hold Sponsor, the Managing Agent and the Selling Agent and their respective agents, employees, contractors and representatives harmless from and against any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from such access, including without limitation reasonable attorneys' fees and expenses.

(n) Delivery of Deed

Purchasers must sign a Unit Owner's Power of Attorney in favor of the Condominium Board at closing. The Power of Attorney gives the Condominium Board and Sponsor the right to execute certain documents on behalf of the Unit Owners. Any Purchaser who does not sign the Power of Attorney may be required to sign documents in the future that would have been obviated by signing the Power of Attorney.

Upon delivery to Sponsor at the closing of (i) the balance of the Purchase Price, (ii) a Unit Owner's Power of Attorney in favor of the Condominium Board and Sponsor, (iii) transfer tax returns in the forms required to be filed with the City and State of New York, (iv) any real estate reporting return or statement required by the Internal Revenue Code or the regulations thereunder, (v) all other documents required by Applicable Law, and (vi) all other documents reasonably required by Sponsor or Purchaser's lender, all of which documents must be executed, and, if required, acknowledged, sworn to or affirmed by the Purchaser, Sponsor will execute, acknowledge and deliver to the Purchaser the Unit Deed (which shall be countersigned and acknowledged by the Purchaser), conveying title to the Unit subject only to the Permitted Encumbrances and such other title conditions as consented to by the Purchaser, if any.

(o) Risk of Loss or Damage to Units Prior to Closing

As set forth in more detail in the subsection entitled "Risk of Loss or Damage to Units Prior to Closing" in the Section of the Plan entitled "**Terms of Sale**," the risk of loss from fire or other casualty remains with Sponsor unless and until the Purchaser becomes the tenant or occupant of a Residential Unit before the closing or legal title to the Residential Unit has been conveyed to the Purchaser. Prior to the First Closing, the Building will be insured by Sponsor; after the First Closing, the Building will be insured through insurance procured by the Board on behalf of the Condominium. Therefore, the risk of loss assumed by a person who takes possession before closing only applies to losses not covered by insurance.

(p) Broker

The Purchaser shall represent to Sponsor that he has not dealt with any broker in connection with the acquisition of his Residential Unit other than the Selling Agent and the co-broker, if any, identified in the Purchase Agreement and approved and consented to in writing by Sponsor; and the Purchaser shall indemnify Sponsor against the claims of any other broker.

(q) No Lien

Neither the Purchase Agreement nor any monies deposited thereunder shall constitute a lien against the Residential Unit or any other part of the Property.

FinCEN Disclosure

On August 22, 2017, the Director of the Financial Crimes Enforcement Network ("**FinCEN**"), a bureau of the United States Department of the Treasury, announced the issuance of a revised Geographic Targeting Order (the "**Order**") that requires title insurance companies and their subsidiaries and agents to collect and report to FinCEN certain information regarding purchasers in transactions where: (1) the purchaser is a corporation, limited liability company, partnership or other similar business entity; (2) the purchaser purchases residential real property located in the any of the five boroughs of New York City; (3) the total purchase price is $3,000,000 or more in the Borough of Manhattan or the total purchase price is $1,500,000 or more in the Boroughs of Brooklyn, Queens, Bronx or Staten Island; (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, or a funds transfer. This Order affects closings occurring on or after September 22, 2017, but is subject to change.

ASSIGNMENT OF PURCHASE AGREEMENTS

A Purchaser may not assign a Purchase Agreement without the prior written consent of Sponsor and on such terms as Sponsor may require (which consent may be withheld in Sponsor's sole discretion). If Purchaser is a corporation, partnership, trust, limited liability company, fiduciary, or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock, membership or beneficial interest of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of the Purchase Agreement and shall be subject to the provisions, prohibitions and terms of this paragraph concerning assignment of this Agreement. Any purported assignment by Purchaser in violation of the Purchase Agreement will constitute a default under the Purchase Agreement and will be voidable by Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser will be required to pay Sponsor's Attorneys a fee of $1,000 in advance, for preparation of an assignment agreement. In addition, in the event Sponsor grants consent to a Purchaser's request, said Residential Unit Owner shall pay to Sponsor a fee in the amount of 5% of the aggregate of the sales price and the assignment price listed on the assignment agreement, which amounts shall be confirmed on the transfer tax forms.

EFFECTIVE DATE

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

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

(b) The Plan may not be declared effective until written Purchase Agreements have been executed and delivered by bona fide purchasers, including investors, for at least fifteen percent (15%) of all Residential Units offered under the Plan (excluding the Resident Manager's Unit), i.e., at least 29 Residential Units offered for sale.

(c) The Plan will not be declared effective based on Purchase Agreements:

(i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or

(ii) if the Purchaser was not afforded the seven (7)-day period to rescind the Purchase Agreement or the three (3)-business-day period to review the Plan and all filed amendments in accordance with the provisions set forth above in the Section of the Plan entitled "**Procedure to Purchase**"; or

(iii) with any Purchaser who is Sponsor, the Selling Agent or the Managing Agent, or who is a principal of Sponsor, the Selling Agent or the Managing Agent, or is related to Sponsor, the Selling Agent or the Managing Agent or to any principal of Sponsor, the Selling Agent or the Managing Agent by blood, marriage or adoption, or as a business associate, an employee, a shareholder, a member or a limited partner, except that such a Purchaser other than Sponsor or a principal of Sponsor may be included if Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

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

(e) Sponsor may, at its option, declare the Plan abandoned for any reason whatsoever, provided that the Plan has not been declared effective and the Plan is not required to be declared effective as set forth in paragraph (d), above. After the Plan is declared effective or so required to be declared effective, but before the First Closing Sponsor may not abandon the Plan except if (i) one or more defects in title exist that cannot reasonably be cured without litigation or cannot be cured for less than one-half of one percent of the total offering amount in the aggregate (as reasonably estimated by Sponsor); or (ii) there is any substantial damage to or destruction of the Building by fire or other casualty; or (iii) there is a taking of any material portion of the Property

by condemnation or eminent domain. The aforementioned one-half of one percent of the total offering amount does not include any attorneys' fees or any title defect, violation or determination of any authority or regulatory association that exists on the Presentation Date of the Plan and that is either known to Sponsor or a matter of public record.

(f) If the Plan is withdrawn or abandoned, all Purchasers will be so notified in writing. Within five (5) days thereafter, all Down Payments and paid to Sponsor pursuant to Purchase Agreements then in effect (together with any interest earned thereon) will be returned to the Purchasers thereunder. Additionally, after the withdrawal or abandonment of the Plan, Sponsor shall promptly file an amendment disclosing such withdrawal or abandonment or form RS-3 as required by Section 20.1(l)(2) of the Regulations.

Notwithstanding the fact that not all Purchasers executing Purchase Agreements used for the purpose of declaring the Plan effective may actually close, Sponsor will re-declare the Plan effective in order to consummate the Plan. If all Purchase Agreements are either rescinded or terminated prior to the date of the First Closing, regardless of whether or not the Declaration has been recorded, Sponsor must re-declare the Plan effective.

TERMS OF SALE

Prerequisites to Closing of Title

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

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

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

(c) The issuance of a temporary or permanent certificate of occupancy for the entire Building or the issuance of a partial, temporary or permanent certificate of occupancy for such Residential Unit or the portion of the Building in which such Residential Unit is located;

(d) The release of such Residential Unit and its appurtenant Common Interest from the lien of all mortgages, unless Sponsor has obtained from the holders of all such mortgages an agreement pursuant to which each such mortgage holder has either (i) consented to the formation of the Condominium and acknowledged that its lien will be limited to Unsold Residential Units, Retail Unit and the Parking Unit or (ii) subordinated the lien of its mortgage to the Declaration;

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

(d) Delivery to the Purchaser, in proper form for recording, of a duly executed bargain and sale deed with covenant against grantor's acts conveying title to such Residential Unit (the "Unit Deed"). A form of the Unit Deed is set forth in Part II of the Plan as Document Number 3.

State of Title

Title to each Residential Unit and its Common Interest will be conveyed at the closing of title to such Residential Unit free and clear of all liens, encumbrances, and title exceptions other than those described in the proposed Unit Deed (including the Condominium Declaration and By-Laws) and the title exceptions and other matters set forth below (collectively the "Permitted Encumbrances"):

(a) State of facts that an accurate survey and inspection made on the date of closing of title to such Unit would show; provided such additional state of facts does not prohibit the existence and use of such Residential Unit;

(b) Zoning regulations, ordinances, building restrictions and regulations;

(c) 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 that the Property may abut;

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

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

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

(g) The lien of any mortgage, lien or other encumbrance granted, created, or obtained by the Purchaser;

(h) Telephone Easements in Liber 3230 Page 297;

(i) Stipulation and Order of Settlement in CRFN 2007000603182;

(j) Certificate Pursuant to Zoning Lot Subdivision in CRFN 2015000103321

(k) Certificate Pursuant to Zoning Lot Subdivision in CRFN 2016000206948;

(l) Zoning Lot Description in CRFN 2015000103320;

(m) Zoning Lot Description in CRFN 2016000206947;

(n) Parking Covenant and Restriction in CRFN 2015000193602;

(o) Off Site Parking Restrictive Declaration in CRFN 2016000325092 (supersedes (n) above);

(p) Temporary Access Agreement to be recorded;

(q) Frontage Space Restrictive Declaration in CRFN 2016000409483;

(r) Plumbing System Restrictive Declaration in CRFN 2016000409485;

(s) Party Wall Restrictive Declaration in CRFN 2016000409484;

(t) Memorandum of Lease with option to purchase in CRFN 2016000463354;

(u) Easements for ingress and egress for construction, installation, operation and maintenance of municipal service facilities and utilities;

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

(w) Revocability or rights, if any, to maintain vaults or chutes under any sidewalks or streets;

(x) The lien of any Common Charges and Special Assessments, real estate taxes, water frontage and/or meter charges, sewer rents, vault charges and assessments, provided that apportionment of such items is made as provided in the Section of the Plan entitled "Unit Closing Costs and Adjustments";

(y) Service, labor, concessionaire and maintenance agreements contemplated under the Plan;

(z) Any leases, tenancies and occupancies permitted by the Purchase Agreement for such Residential Unit;

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

(bb) The lien of any assessment or assessments that are or may become payable in annual installments of which any installment is then a charge or a lien, provided that apportionment thereof is made as provided in the Section of the Plan entitled "**Unit Closing Costs and Adjustments**";

(cc) Party wall agreements, if any;

(dd) Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Sponsor or any of its principals, provided Sponsor or any such principals, as the case may be, deliver to the Purchaser or the Purchaser's title insurance company an affidavit showing that such judgments, bankruptcies or other returns are not against Sponsor or any such principals, as the case may be;

(ee) Uniform Commercial Code financing statements or conditional bills of sale, provided that (i) such statements were filed on a date more than five years prior to the closing of title to the Unit, (ii) Sponsor executes and delivers to the Condominium an affidavit setting forth that the property covered thereby is no

longer in the Residential Unit or is fully paid for, or (iii) a tenant is the debtor thereunder;

(ff) Sidewalk violations and any other violations against the Property that are the obligation of the Condominium Board or another Unit Owner to correct;

(gg) The standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring Purchaser's title to the Residential Unit; and

(hh) The printed exceptions set forth in the Old Republic National Title Insurance Company commitment issued through HSBC Land Title Agency (USA) LLC.

Purchasers are advised that the Permitted Encumbrances are encumbrances on the title of their Units. Accordingly, each Purchaser should consult with an attorney regarding the effect of each such Permitted Encumbrance on the marketability of title.

Sponsor will have no obligation to cause the Purchaser's title company, if any, to omit an exception to title.

Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense in excess of its obligations under the Plan to cure any inability to deliver title to a Residential Unit in accordance with the Plan and the terms of the Purchase Agreement for such Residential Unit. If Sponsor notifies a Purchaser of its refusal to cure any such inability, then such Purchaser's sole remedy will be either (a) to take such title as Sponsor is able to deliver without abatement in or credit against the Purchase Price for the Unit and without any claim or right of action against Sponsor for damages or otherwise or (b) to terminate its Purchase Agreement and receive a refund of its Down Payment and any interest earned thereon. A Purchaser must notify Sponsor in writing as to which option such Purchaser elects within 15 days after the giving of Sponsor's notice of refusal to cure such inability, with TIME BEING OF THE ESSENCE. If a Purchaser fails to timely deliver such notice, it will be conclusively deemed that such Purchaser has elected to acquire title to the Unit subject to such inability as set forth in clause (a).

Any deposits made by Purchasers for upgrades, extras, or custom work shall be initially deposited into the Escrow Account. If a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any such funds to the extent such funds have been expended on upgrades, extras or custom work. If the offering plan is abandoned or withdrawn by Sponsor, all funds received for Unit upgrades, extras or custom work shall be refunded to Purchaser.

All personal property that is owned by Sponsor and that is located within a Residential Unit on the date of Closing is included in the conveyance unless otherwise provided in the Plan.

Risk of Loss or Damage to Units Prior to Closing

If the Purchaser becomes the tenant or occupant of a Residential Unit before the closing of title thereto and before such closing the Residential Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside the Residential Unit and did not result from the acts or

omissions of such Purchaser or other occupant of the Residential Unit or such Purchaser's or other occupant's guests, invitees or workmen. Prior to the First Closing, the Building will be insured by Sponsor; after the First Closing, the Building will be insured through insurance procured by the Board on behalf of the Condominium. Therefore, the risk of loss assumed by a person who takes possession before closing only applies to losses not covered by insurance. Except as set forth above, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the same. If Sponsor or (in the event the Declaration has been filed) the Unit Owners do not elect to repair the damage (except for damage that is the Purchaser's obligation to repair as provided above), the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, the Down Payment, together with interest earned thereon, if any, shall be disbursed as discussed in Section 21 of the Purchase and Sale Agreement set forth as Document 1 in Part II of the Plan. If Sponsor (or the Unit Owners, if the Declaration has been filed) elects to repair or replace the loss or damage so as to restore the Unit to its condition immediately preceding such loss or damage, the Purchase Agreement shall continue in full force and effect; in which event the Purchaser shall not have the right to reject title to the Residential Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor (or the Unit Owners) shall be entitled to a reasonable period of time to complete such repairs or replacement. If Sponsor does not elect to repair or replace the loss or damage, the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, the Down Payment, together with interest earned thereon, if any, shall be refunded.

UNIT CLOSING COSTS AND ADJUSTMENTS

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

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

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

If the Purchaser elects to obtain fee title insurance, it will pay a premium therefor, which will vary depending upon the Purchase Price. The premium for fee title insurance, if ordered from HSBC Land Title Agency (USA) LLC, will be in accordance with the schedule of rates filed with the New York State Insurance Department. The current rates for fee title insurance are listed below. Additionally, if the Purchaser obtains a mortgage, the lender will most likely require the Purchaser to pay the cost of mortgage title insurance. The rates for mortgage title insurance currently in effect (assuming that the Purchaser elects to obtain both fee title insurance and mortgage title insurance simultaneously, and further assuming that the amount of the mortgage policy does not exceed the amount of the fee policy) are also listed below. Purchasers are free to use a title company of their choosing without incurring a penalty. SPONSOR MAKES NO REPRESENTATION OR WARRANTY AS TO SUCH COSTS, WHICH ARE ONLY ESTIMATES AND ARE SUBJECT TO CHANGE.

Amount of Insurance	Owner's Policy	Mortgage Policy
FIRST $35,000 OR LESS (minimum premium):	$402.00	$344.00
For each $1,000 of insurance (or part thereof), add:		
$35,001-$50,000	$6.67	$5.55

$50,001-$100,000	$5.43	$4.54
$100,001-$500,000	$4.36	$3.64
$500,001-$1,000,000	$3.98	$3.31
$1,000,001-$5,000,000	$3.66	$3.05
$5,000,001-$10,000,000	$3.25	$2.71
$10,000,001-$15,000,000	$3.07	$2.55
$15,000,001 and up	$2.76	$2.31

Each Purchaser is free to obtain title insurance from a title insurance company other than HSBC Land Title Agency without incurring extra costs of penalties as a result of such choice; however, Sponsor makes no representation or warranty as to the cost, terms or availability of such other title insurance.

Each Purchaser will, in all events, pay a fee for recording the Unit Deed and the Unit Owner's Power of Attorney (at present, such fee is $45.00 for each instrument plus $5.00 per page plus an additional $125.00 for RP5217 filing fee), together with a service charge to the title company for such recording.

If the Purchaser obtains a mortgage loan, such Purchaser will pay a mortgage recording tax in the amount provided by Applicable Law (at present, the rate is 2.05% of the principal amount of the mortgage for mortgages of less than $500,000.00 and 2.175% for mortgages of $500,000.00 or more) and a fee and service charge to the title company for recording the mortgage at the same rates given above for recording the Unit Deed and the Unit Owner's Power of Attorney; and will also pay to Sponsor a sum equal to the partial mortgage tax credit, if any, to which the Purchaser is entitled under Section 339-ee(2) of the Condominium Act or in the event Sponsor's lender allows the current mortgage on the Property to be split, severed and assigned such that all or part of the mortgage recording tax is saved on the Purchaser's transaction, the Purchaser will reimburse Sponsor a sum equal to the amount saved, such that in any event, Purchaser shall have paid an amount equal to the mortgage recording tax Purchaser would have paid without such credit or savings.

Each Purchaser will be required to pay the New York City Real Property Transfer Tax (the rate of which is, at present, 1 % of the purchase price if the purchase price is $500,000 or less and 1.425% of the purchase price if the purchase price is greater than $500,000), and New York State Real Estate Transfer Tax (the rate of which is, at present, $2.00 per $500.00 of purchase price); additionally, if the purchase price is greater than $1,000,000, the Purchaser will be required to pay an additional New York State Real Estate Transfer Tax known as the "mansion tax," the rate of which is, at present, 1% of the purchase price. The New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax, are customarily borne by the seller. Under the Plan, however, they are required to be paid by the Purchaser. For the purpose of determining the amount of the New York City Real Property Transfer Tax, New York State Real Estate Transfer Tax and any "mansion tax" to be paid by the Purchaser (and

solely for such purpose), the amount of the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax that Sponsor would have been required to pay if Sponsor were paying such taxes will be added to the purchase price for the Residential Unit as set forth in the Purchase Agreement.

Each Purchaser will be required to pay an amount equal to two month's Common Charges as a contribution to the Working Capital Fund.

If the Purchaser obtains a mortgage loan, then the Purchaser will be responsible for paying all closing costs and expenses in connection therewith in amounts determined by the lender. Generally, such costs include but are not necessarily limited to: a fee charged by the lender's attorney; an appraisal fee; an inspection fee; a fee for recording the mortgage; and an origination fee, or "points." Sponsor makes no representation or warranty as to such closing costs and expenses or as to the availability of such financing.

If the Purchaser has dealt with any broker in connection with the purchase of his Residential Unit other than the Selling Agent or any other broker engaged in writing by Sponsor, then the Purchaser will be required to pay the commission of such broker unless Sponsor expressly agrees otherwise in writing.

Purchaser shall pay Purchaser's share of the Purchase Price of the Resident Manager's Unit plus all closing costs, allocated in accordance with the Common Interest of each Residential Unit in the amount set forth in the Section of the Plan entitled **Schedule A – Purchase Prices and Related Information**.

Each Purchaser shall pay the fees and expenses of Sponsor's counsel, as follows:

(i) Basic fee for closing of sale, with or without financing (including, without limitation, preparation of the Unit Deed and Power of Attorney, and coordinating and attending the closing as set forth in the Plan) -- $3,000.

(ii) Administrative expenses of $50 plus the cost of $100 for preparation and filing of the applicable real estate transfer tax returns on the Automated City Register Information Service forms required by the Register's Office.

(iii) Additional fee if Purchaser finances the purchase of the Unit -- $350.

(iv) Additional fee if the closing is adjourned for any reason other than at Sponsor's request -- $500 for each adjournment that occurs prior to commencement of a closing, to help defray the costs of preparing for and coordinating a new closing. If a closing is adjourned once the closing has commenced, in order to accommodate, or on account of, Purchaser or Purchaser's lender, then an additional fee of $1,000 will be charged.

(v) Additional fee if the Purchaser assigns the Purchase Agreement (which assignment cannot be made without Sponsor's consent) -- $1,000 for each time the Purchase Agreement is so assigned.

(vi) Additional attendance fee if the closing does not occur at the office of Sponsor's Attorneys, at the request of the Purchaser and/or his/her lender -- $750 (in no event shall Sponsor or

Sponsor's Attorneys be required to close at a location other than the office of Sponsor's Attorneys).

(vii) Additional fee if (A) the Purchaser or its lender fails at the request of Sponsor's counsel at the commencement of the closing or at any time thereafter to produce the requisite certified or official bank checks necessary for payment in full of the balance of the Purchase Price, or (B) the Purchaser's lender fails to have in its possession at the commencement of the closing execution copies of all of the documents it requires in order to make its loan to the Purchaser -- $250.

(viii) Additional fee if the Purchaser purchases a storage unit -- $500

By way of example, with respect to a typical Unit having a Purchase Price of $770,000, a mortgage of $616,000 and a Residential Common Interest of 0.3047%, a Purchaser may estimate his closing costs as follows (all amounts are approximate):

(1) Premium for fee and mortgage title insurance, assuming the discount for obtaining both policies simultaneously:	$6,104.15
(2) Miscellaneous fees charged by the title company for departmental searches, lien searches, bankruptcy searches and service charges:	$460.00
(3) Recording fees for the Unit Deed and the Unit Owner's Power of Attorney (including recording service charge):	$349.00
(4) New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax (including mansion tax):	$14,310.75
(5) Mortgage recording tax:	$13,368.00
(6) Fee for recording mortgage (including recording service charge):	$187.00
(7) Fee to Sponsor's Attorney:	$3,350.00
(8) Contribution to Working Capital Fund:	$1,581
(9) Purchaser's Share of Resident Manager's Unit:	$2,517.22
TOTAL:	$42,227.12

Mortgage Tax Credit or Assignment

If a mortgage recording tax credit becomes available pursuant to Section 339 ee(2) of the Condominium Act, it is specifically understood that such credit will inure to the benefit of Sponsor. Accordingly, at closing, a Purchaser who elects mortgage financing will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed and will pay Sponsor an amount equal to any mortgage tax credit allowed. Alternatively, in the event Sponsor's lender allows the current mortgage on the Property to be

split, severed and assigned to Purchaser's lender such that all or part of the mortgage recording tax is saved on the transaction, the Purchaser will reimburse Sponsor a sum equal to the amount saved, such that in any event, Purchaser shall have paid an amount equal to the mortgage recording tax Purchaser would have paid without such credit or savings.

Purchaser's Delinquency Closing Costs

If through no fault of Sponsor a Purchaser fails to close on the date fixed by Sponsor for closing of title to Purchaser's Unit, then Purchaser will (a) pay (among other closing costs) a late fee equal to 0.0411% times the unpaid balance of the Purchase Price for each day's delay, beginning with the date originally scheduled for the closing to and including the day immediately preceding the actual date on which the closing occurs, (b) reimburse Sponsor for the Unit's carrying charges (that is, Common Charges and real estate taxes) during the period of delay and (c) pay the service fees of Sponsor's Attorneys for each time the Closing is adjourned for any reason other than at Sponsor's request as indicated above.

Amounts Subject to Change

Note should be taken that the recording charges, fees and taxes above are based on rates in effect on the date the Plan was accepted for filing and are subject to change without notice (except for Sponsor's counsel's fees, which may be changed only by amendment to the Plan). Premiums for title insurance will vary depending upon the Purchase Price and the amount of any mortgage loan. No representations are made as to the amounts of any charges, fees and taxes at the time of closing or as to the availability, cost or terms of financing.

RIGHTS AND OBLIGATIONS OF SPONSOR

Reservation by Sponsor of the Right to Rent Residential Units; Sale to Investors

Although Sponsor intends to sell the Residential Units to Purchasers who are buying for their or their families' personal occupancy, Sponsor is reserving the unconditional right to rent rather than sell Residential Units. The Sponsor's reservation of an unlimited right to rent Unsold Residential Units is effective after consummation of the Plan. Because Sponsor is not limiting the conditions under which it will rent rather than sell the Residential Units, Sponsor is not committed to sell more than the fifteen percent (15%) of the Residential Units necessary to declare the Plan effective. Furthermore, because Sponsor has reserved the right to rent Units, 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 Sponsor.

Sponsor also reserves the unconditional right to sell Residential Units to investors who intend to rent and not to occupy their Residential Units.

Construction Loan

Sponsor has obtained a construction loan from Lender. Lender has not required a minimum number or percentage of Units which must be under contract before the Plan may be declared effective. There are minimum release prices for each Unit set by Lender established on which must be made to Lender in order for Lender to release its lien from the Unit being sold. No Units may be rented by Sponsor except the Retail Unit or Parking Unit without the consent of Lender so long as the loan remains in place. However, Sponsor's unconditional right to rent rather than sell Units under the Plan shall not be affected to the extent Lender gives its consent to rent Units. Sponsor reserves the right to obtain additional financing.

Sponsor's Work

No bond or other security has been furnished to secure performance of the following obligations.

Sponsor has undertaken the following obligations in connection with the construction of the Building:

(1) Sponsor will, at Sponsor's sole cost and expense and with reasonable diligence, perform or cause to be performed such work, and will supply or cause to be supplied all materials, which are necessary to complete the construction of the Building in accordance with the description contained in the Section of the Plan entitled "**Description of Property and Specifications**." Notwithstanding the foregoing, Sponsor reserves the right to modify the Plans and Specifications and to substitute equipment or materials and make modifications of layout or design, provided however, that (i) unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of common interest if a Purchase Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default; and (ii) unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements. All permitted modifications, substitutions and changes may be made without prior notice or amendment to this Plan.

(2) Sponsor will cause any mechanic's liens arising out of the construction of the Building that affect a Unit to be discharged prior to the date of closing of title to such Unit, or in the alternative, Sponsor may elect to make arrangements with the title company insuring the Purchaser's title to the Unit to affirmatively insure against collection thereof out of or enforcement against the Unit or any portion thereof by providing an indemnity, posting a bond or escrowing a sum deemed sufficient by such title company or otherwise causing such title company to omit any exception in its title insurance policy relating to such mechanic's lien.

(3) Prospective 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 covering the entire building but with only a temporary certificate of occupancy, and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both temporary certificates of occupancy and permanent certificates of occupancy are issued by the DOB. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. A temporary certificate of occupancy 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, and regulations for the uses and occupancies specified in the temporary certificate of occupancy. All temporary certificates of occupancy have an expiration date. A temporary certificate of occupancy typically expires 90 days after the date of issuance. When a temporary certificate of occupancy for a building 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 temporary certificate of occupancy rather than a permanent certificate of occupancy. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each temporary certificate of occupancy received prior to expiration thereof and, ultimately, for obtaining a permanent certificate of occupancy covering the entire building within two years from the date of the issuance of the first temporary certificate of occupancy. Sponsor and its principals make no representation or guarantee, however, that the DOB will issue a permanent certificate of occupancy within such two-year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING AND SHALL EXERCISE COMMERCIALLY REASONABLE EFFORTS TO OBTAIN A PERMANENT CERTIFICATE OF OCCUPANCY WITHIN SUCH TWO-YEAR PERIOD WHILE KEEPING THE TEMPORARY CERTIFICATE OF OCCUPANCY CURRENT. THE UNIT OWNERS AND THE CONDOMINIUM BOARD SHALL BE OBLIGATED TO COOPERATE WITH AND REFRAIN FROM OBSTRUCTING SPONSOR IN THESE UNDERTAKINGS.** Prospective Purchasers are advised to visit the DOB web site for further recommendations when purchasing a unit in a building that does not have a permanent certificate of occupancy. A fact sheet on Certificates of Occupancy is available on the DOB website at *http://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page*. If a Unit Owner's work would delay or prevent the issuance of a permanent certificate of occupancy, Sponsor may require the Unit Owner, at its sole cost and expense, to restore the Unit to a condition that would permit Sponsor to obtain a permanent certificate of occupancy.

(4) If a permanent certificate of occupancy for the Building has not been issued as of the date of the First Closing and Sponsor has obtained at least a temporary certificate of

occupancy for the Building, Sponsor will cause to continue to be held in escrow all monies previously deposited and being held in escrow pursuant to Section 352-e(2-b) of the General Business Law, unless Sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent certificate of occupancy. Any sum of money exceeding the amount certified by Sponsor's engineer or architect will be released to Sponsor. Upon the issuance of the permanent certificate of occupancy, such escrow deposit will be released to Sponsor without the consent of any other party. Alternatively, Sponsor may deposit with an escrow agent any one or a combination of the following: cash or an unconditional, irrevocable letter of credit or Sponsor may post a surety bond or maintain unfunded a portion of the construction loan available to Sponsor for construction purposes (each of which shall be deemed to be acceptable alternate collateral) or other collateral acceptable to the Department of Law in an amount, in the aggregate, equal to or greater than the amount certified by Sponsor's engineer or architect. Sponsor shall have the right to draw down the remaining portions of any such letter of credit, cash, construction loan or other collateral, provided the amount thereof is at all times no less than the amount that Sponsor's architect or engineer from time to time certifies is adequate to complete the work necessary to obtain a permanent certificate of occupancy.

(5) Sponsor will deliver and assign to the Condominium Board upon the recording of the Declaration all manufacturers' and contractors' heating, electrical, plumbing, roofing and appliance warranties and bonds relating to the Common Elements, if any, to the extent made by such manufacturers and contractors and to the extent such warranties and bond are assignable. Sponsor will deliver to the Condominium Board a copy of the "as-built" plans for the Building filed with the Department of Buildings and a copy of the Floor Plans filed with the recording of the Declaration. At or prior to the closing of each Unit, Sponsor shall deliver and assign to each Purchaser any manufacturer's warranties with respect to equipment and appliances installed in such Purchaser's Unit to the extent made by the manufacturer and to the extent such warranties are assignable.

SPONSOR'S OBLIGATION TO THE CONDOMINIUM BOARD WITH RESPECT TO THE COMMON ELEMENTS AND TO EACH UNIT OWNER WITH RESPECT TO HIS UNIT SHALL BE LIMITED TO AN OBLIGATION TO CORRECT MATERIAL DEFECTS IN THE CONSTRUCTION OF THOSE COMMON ELEMENTS OR SUCH UNIT THAT ARE REQUIRED TO BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

Purchasers are advised that the Housing Merchant Implied Warranty Law (Article 36-B of the New York General Business Law) does not apply to this offering, since the Building exceeds five stories. Sponsor makes no warranties, express or implied, in connection with this offering (including, but not limited to, warranties with respect to the materials or workmanship of the Units or the Common Elements) and all such warranties are expressly excluded, except as expressly set forth in this Section. Sponsor has no obligation to make any repairs to the Common Elements or the Units except as expressly set forth in the Plan. Written notice of any warranty claim by the Condominium Board or any Unit Owner must be received by Sponsor no later than the first business day after the expiration of the applicable period as set forth below, failing which Sponsor shall have no duty to respond to the complaint set forth in such notice. TIME IS OF THE ESSENCE AS TO THE RECEIPT BY SPONSOR OF SUCH NOTICE NO

LATER THAN THE FIRST BUSINESS DAY AFTER THE EXPIRATION OF THE APPLICABLE PERIOD AS SET FORTH BELOW.

Sponsor's obligation, regardless of any limitation in the warranty or this Plan, is to construct the Building in accordance with applicable codes and filed plans and specifications. Any conflict between the disclaimers and the Sponsor's obligation to construct the Building in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

EXCEPT AS EXPRESSLY PROVIDED IN THE PLANS AND SPECIFICATIONS, SPONSOR SHALL HAVE NO OBLIGATION TO PERFORM ANY CONSTRUCTION OR ANY OTHER WORK IN OR TO THE BUILDING, THE COMMON ELEMENTS, OR ANY UNIT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN OR THE PURCHASE AGREEMENT, SPONSOR SHALL NOT BE RESPONSIBLE FOR CORRECTING OR REPAIRING ANY DEFECTS IN CONSTRUCTION (INCLUDING, WITHOUT LIMITATION, DEFECTIVE MATERIALS OR DEFECTIVELY CONSTRUCTED COMPONENTS OR PORTIONS OF THE BUILDING OR UNIT) OR DEFECTS IN THE INSTALLATION OR OPERATION OF ANY APPLIANCES (INCLUDING, WITHOUT LIMITATION, KITCHEN APPLIANCES), EQUIPMENT OR FIXTURES, TO THE EXTENT COVERED BY ASSIGNABLE WARRANTIES OR OTHER UNDERTAKINGS (HOWEVER DENOTED) FROM MANUFACTURERS, CONTRACTORS, MATERIALMEN, OR OTHERS, THAT ARE ASSIGNED TO EITHER ONE OR MORE PURCHASERS OR THE CONDOMINIUM BOARD.

Sponsor or its representatives will make periodic visits to the Property at reasonable intervals during the construction of the Building and, except as hereinafter provided, Sponsor will correct or cause to be corrected patent defects in the construction of the Common Elements and the Units, and in the installation or operation of any mechanical equipment therein, but only if such patent defects are due to substantially improper workmanship, or material that is substantially and materially at variance with the Plans and Specifications; and only if (a) in the case of a Unit, or a common element affecting a Unit, Sponsor is notified of such defects in writing by the Unit Owner within six (6) months of the closing of title to such Unit or (b) in the case of a General Common Element, Sponsor is notified of such defects in writing by a majority of the members of the Condominium Board (exclusive of those members designated by Sponsor) within one (1) year from the later of issuance of the certificate of occupancy or completion of that portion of the common elements which is claimed to be defective. The issuance of a final/permanent certificate of occupancy for the Building shall be presumptive evidence that the construction of that portion of the common element has been completed. TIME IS OF THE ESSENCE AS TO THE OBLIGATION TO NOTIFY SPONSOR WITHIN SUCH PERIOD.

Sponsor will correct or cause to be corrected latent defects (that is, defects that are not apparent upon ordinary inspection) in the construction of the Building and the Units and in the installation or operation of any mechanical equipment therein but only if such latent defects are due to substantially improper workmanship or material that is substantially and materially at variance with the Plans and Specifications; and only if (a) in the case of a Unit, or a common element affecting a Unit, Sponsor is notified of such defects in writing by the Unit Owner within

one (1) year from the closing of title to such Unit; or (b) in the case of a General Common Element, Sponsor is notified by a majority of the members of Condominium Board (exclusive of those members designated by Sponsor) within one (1) year from the later of issuance of the certificate of occupancy or completion of that portion of the common elements which is claimed to be defective. The issuance of a final/permanent certificate of occupancy for the Building shall be presumptive evidence that the construction of that portion of the common element has been completed. TIME IS OF THE ESSENCE AS TO THE OBLIGATION TO NOTIFY SPONSOR WITHIN THE APPLICABLE PERIOD.

Sponsor, in its sole discretion, shall select the method of correcting any defect. On one (1) day's notice from Sponsor, the Condominium Board or the Unit Owner in question shall allow Sponsor, Sponsor's contractors and the Managing Agent access to the Building (or portion thereof) or the Unit in question on any weekday 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.

In the event that Sponsor elects to repair or replace any loss or damage, Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacements.

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 in the Purchaser's inspection statement (which is attached to the Purchase Agreement) or within the applicable time periods specified herein, as to which periods time is of the essence, or (ii) the Condominium Board or the Unit Owner in question prevents Sponsor, Sponsor's contractors or the Managing Agent access to the Building (or portion thereof) or the Unit in question as provided herein, or (iii) Sponsor shall have corrected the defect in accordance with the practice of the industry.

Except as expressly set forth above in this Section, Sponsor has no obligation to correct or repair any other flaws or immaterial conditions in the Units, the Common Elements or the Building, or any other installations, apparatuses, fixtures or appurtenances. The foregoing sets forth the entire obligation of Sponsor to correct any such conditions and none other shall be implied. Except as provided in this Plan or under Applicable Law, each Purchaser of a Unit shall be required to complete the payment of the purchase price (without the provision of an escrow) and accept title at the time of closing, notwithstanding Sponsor's failure to complete the construction, finishing and decorating of such Unit or other Units or hallways or the Common Elements, so long as a temporary or permanent certificate of occupancy has been issued covering such Unit and such Unit's kitchen and bathroom appliances and fixtures are operable and its windows, interior walls and floors are installed in accordance with this Plan.

Notwithstanding any provisions to the contrary herein, Sponsor shall not be obligated to correct, and shall not be liable to any Purchaser as a result of (a) any immaterial variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Section entitled "**Description of Property and Specifications**" contained in Part II of this Plan or (ii) immaterial variations from the Plans and Specifications or description of the Building or a Unit set forth in the Section entitled "**Description of Property and Specifications**" contained in Part II of this Plan that neither are in violation of applicable building codes nor require approval of any governmental authority having jurisdiction, provided such variations are of equal or better quality and design.

In addition, in no event shall Sponsor or any contractor or supplier be responsible for correcting or repairing any of the following immaterial conditions: (i) any condition resulting from normal wear and tear or natural deterioration or from the normal settling or shifting of the Building, (ii) flaws of an insubstantial nature, such as, without limitation, nail pops, ridging on sheet-rock walls and ceilings, lumber shrinkage, door or window sticking due to weather, door warpage, including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size, weight and quality, slight scratches in plastic laminate, porcelain, or other surfaces, imperfect bath and kitchen tile grouting, adjustment of bi-fold doors, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation in joints of flooring or between base and floor, (iii) normal settlement and deflection or any consequential damage resulting therefrom, including, without limitation, cracks in concrete roof pavers (if any), or concrete cracks (if any) which do not impair the structural soundness of the Building, (iv) variations in floor levels, (v) ceiling imperfections, (vi) painting flaws, (vii) alignment of bathroom finishes, (viii) air infiltration from windows, (ix) normal plumbing, elevator, trash chute, heating and air-conditioning noises, (x) normal floor noises and creaking, (xi) floor discoloring, (xii) variations in width, length or tone of wood floors, (xiii) repair of chips, scratches, mars, breaks or other flaws in any windows, window sashes, sliding glass doors, shower doors, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, medicine cabinets, ceramic tile, marble floors and walls, resilient flooring, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets and flooring, (xiv) subsequent to the closing of title to the Unit, paint touch-ups, repairs of dented appliances, carpet discoloration, stretching or shrinkage, or replacement of fluorescent light ballasts in such Unit, (xv) variations in tone or color of marble or stone used in bathrooms or variations in tone or color of vanity tops or other marble 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, (xviii) cracks in pressure treated wood used or intended for use outside the Building, (xix) seepage through masonry walls, (xx) the partial or total death of any trees, shrubs, bushes, ground cover, grass or other landscape improvements including any such landscape improvements in the garden, (xxi) damage to walkways or other concrete areas caused by the application of deicers, (xxii) water problems caused by ice dams, normal plumbing and heating noises, (xxiii) carpet stretching, normal settlement cracks on concrete foundations, patios, terraces, balconies, sidewalks and other flat work, (xxiv) basement leaks resulting from acts of God or alteration of landscaping or grading, leakage resulting from "ice dams" forming on roofs, and shading variations of the exterior siding. References in this Section or elsewhere this Plan to excluded repairs or excluded conditions with respect various items listed shall not be construed to imply an obligation on the part of Sponsor to do any work or construction or to install any equipment, fixtures or appliances or other items except, in each case, as expressly provided in the Section entitled "**Description of Property and Specifications**" contained in Part II of this Plan.

Nothing contained herein shall be construed to render Sponsor liable for consequential damages (whether based on negligence, breach of contract, warranty or otherwise), it being intended that Sponsor's sole obligations pursuant to this Section of the Plan shall be to repair or replace, at Sponsor's option, any defective item of construction (arising as a result of substantial and material defects in material or as a result of improper workmanship materially at variance with the Plans and Specifications) subject to the terms and conditions (and within the time limits) set forth in this Section of the Plan.

Sponsor shall be obligated to build and complete the Building and the Units in accordance with the Plans and Specifications; but Sponsor reserves the right to modify the Plans and Specifications and to substitute equipment or materials and make modifications of layout or design, provided however, that (i) unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of common interest if a Purchase Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default; and (ii) unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements. All permitted modifications, substitutions and changes may be made without prior notice or amendment to this Plan.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of immaterial variations in the dimensions or arrangement of rooms, walls, ceiling heights or other areas within Units, or in the Plans and Specifications, or in the description of the Building or a Unit set forth in the Plan.

Except as otherwise provided in this Plan, where alternatives are specified or where a particular practice, method, or design of construction, equipment, material or supply is not specified, the choice and decision of Sponsor shall be determinative.

The foregoing undertakings set forth the entire obligations of Sponsor hereunder with respect to completion of construction and repair of any defects, and no other warranties or undertakings shall be implied. The construction obligations of Sponsor under this Section of the Plan shall survive the transfer of the Units to the Unit Owners until the expiration of the periods heretofore set forth. Sponsor shall not be liable for, or obligated to defend, any suits with respect to the Building or any Unit arising out of any occurrence taking place after the closing of title to such Unit, except claims stemming from the negligence of Sponsor or its agents, employees, or contractors. All construction and other obligations of Sponsor shall be enforceable only by the Condominium Board and not by the individual Unit Owners, unless the alleged construction defect relates to one (1) Residential Unit only and is not a common defect affecting two (2) or more Residential Units or the Common Elements.

Damage Prior to Closing

Sponsor shall have no obligation or liability to repair or restore damage to a Unit resulting from casualty or other cause prior to the closing of title to such Unit. If Sponsor or (in the event a closing has occurred) the Unit Owners do not elect to repair the damage (except for damage that is the Purchaser's obligation to repair as provided in in the subsection entitled "Risk of Loss or Damage to Units Prior to Closing" in the Section of the Plan entitled "**Terms of Sale**," the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, the Down Payment, together with interest earned thereon, if any, shall be disbursed as discussed in Section 21 of the Purchase Agreement set forth as Document 1 in Part II of the Plan. If Sponsor (or the Unit Owners, if a closing has occurred) elects to repair or replace the loss or damage so as to restore the Unit to its condition immediately preceding such loss or damage, the Purchase Agreement shall continue in full force and effect; in which event the Purchaser shall not have the right to reject title to the Residential Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor (or the Unit Owners) shall be entitled to a reasonable period of time to complete such repairs or replacement. As reflected in Schedule B, Sponsor shall

procure fire and casualty insurance pursuant to an agreed-amount, replacement cost policy in an amount sufficient to avoid coinsurance,

Sponsor's Right of Access

Sponsor and its affiliates, invitees, licensees, contractors, subcontractors, agents and employees will have a right of access to each Unit and all of the Common Elements for purposes of completing construction of the Building and the Project or performing repairs in or about Units owned by Sponsor or in fulfilling Sponsor's obligations under the Plan or for any lawful purpose, provided (i) Sponsor repairs any resulting damage to the Unit or the Common Elements, as the case may be, and restores the Unit or the Common Elements, as the case may be, to the condition they were in prior to Sponsor's entry and (ii) Sponsor provides reasonable prior notice to the owner of the Unit to which access is required.

For additional special rights of Sponsor under the Declaration with respect to the combining and subdividing of Units, designation of any of the Common Elements and other matters, please see the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-Laws**" and the copy of the Declaration and By-Laws contained in Part II of the Plan.

Sponsor's Liability

Sponsor agrees to pay all Common Charges, Special Assessments and real estate taxes with respect to all Units it owns. Sponsor represents that it has the financial resources to meet its obligations with respect to all Units it owns. Sponsor does not disclaim any obligations imposed by applicable statute or regulations or include any financial limitations on its liability for failure to perform its obligations under the Plan.

Except for Sponsor's obligations to pay Common Charges and Special Assessments and to perform other duties as a Unit Owner with respect to the Units that remain unsold from time to time (for so long as Sponsor owns same), the foregoing sets forth the entire extent of the obligations of Sponsor under this Plan and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers relative to their Units under their respective Purchase Agreements.

Sponsor makes no undertakings or warranties except as hereinabove set forth and none should be implied. Sponsor does not warrant or guarantee the materials, workmanship or any other aspect of the Units or the Common Elements, any personal property or any portion thereof, except to the extent expressly provided in this Plan.

Sponsor has reserved the right to transfer or sell the Units owned by the Sponsor or its designees to any person or entity as Sponsor may elect (including without limitation, in bulk to investors) and otherwise liquidate its assets at any time. In the event the Sponsor makes a bulk sale of some or all of its unsold units, and the transferee becomes a successor sponsor who sells units, such transferee successor sponsor will be bound by any promise of Sponsor to sell units.

Sponsor is obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions and to indemnify the Board and Unit Owners in such suits or proceedings.

Survival of Sponsor's Obligations

Sponsor's obligations and representations under the Plan or under the GBL that are to be performed subsequent to the closing of title to a Unit shall survive delivery of the deed to the Unit affected by such obligation for the limited time periods set forth in the Plan. However, except for those obligations and representations under the Plan or under the GBL that are to be performed subsequent to the closing of title to a Unit as described in the preceding sentence, all obligations of Sponsor under the Plan with respect to any Unit or Unit Owner and under the Purchase Agreement for such Unit with such Unit Owner shall not survive, and shall be deemed satisfied upon, the delivery of the deed for such Unit, unless otherwise expressly provided in the Plan or such Purchase Agreement.

Sponsor's Obligations for Retained Units

Sponsor intends at present to meet its financial obligations under the Plan through profits generated from sales of Unsold Residential Units and income generated from the rental of Unsold Residential Units. Sponsor has not furnished any bond or other security for the performance of its obligations under the Plan, however, and Sponsor's ability to perform its obligations hereunder will depend solely upon its financial condition if and when called upon to perform. If at any time while Sponsor is making an offering or making sales pursuant to the Plan, Sponsor's financial condition does not permit it to perform its obligations hereunder, Sponsor will amend the Plan to disclose such change in financial condition and to offer Purchasers with outstanding Purchase Agreements a right to rescind such Purchase Agreements and will cease making sales pursuant hereto until Sponsor's financial condition shall again permit it to perform its obligations hereunder. If Sponsor shall be dissolved or liquidated or shall transfer in bulk ten (10) or more Units or twenty percent (20%) or more of the total number of Units in the Condominium, whichever is less, Sponsor shall provide one or more financially responsible entities or individuals who will assume the status and obligations of Sponsor under the Plan and Applicable Law.

Insurance Described in Condominium Budget

Sponsor shall cause the Condominium to obtain and have in effect as of the date of the First Closing the insurance described in the Footnotes to Schedule B. Sponsor shall cause the Condominium to procure fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance as reflected in the Footnotes to Schedule B.

CONTROL BY SPONSOR

Sponsor or its designee will have the right to control the Condominium Board until the expiration of the Initial Control Period which is the period ending on the earlier of: (i) the closing of title with Purchasers having more than ninety-five percent (95%) of the aggregate Common Interests appertaining to all Units or (ii) the twenty-fifth (25th) anniversary of the First Closing. The By-Laws provide that after the expiration of the Initial Control Period a majority of the members of the Condominium Board must be Residential Unit Owners who occupy their Residential Units who are unrelated to Sponsor or its principals. In the event the Sponsor does not close title with Purchasers having more than ninety-five percent (95%) of the aggregate Common Interests appertaining to all Units, the Sponsor will not relinquish control of the Condominium Board until the 25th anniversary of the First Closing.

Sponsor will appoint the initial members of the Board of Managers consisting of three members, and at the first meeting of Unit Owners, the Board shall consist of seven members including one member appointed by the Retail Unit Owner and one member appointed by the Parking Unit Owner. During the Initial Control Period, the Sponsor shall have a right to designate four members at all times which will include the members appointed by the Retail Unit Owner and the Parking Unit only for so long as Sponsor continues to own each Unit. In the event Sponsor no longer owns the Retail Unit and/or the Parking Unit, it may designate up to two other members of the Board, such that Sponsor may have four Board members during the Initial Control Period. There shall be no restriction on the right of Sponsor to vote for members of the Board who are nominated by non-Sponsor Owners. Until Sponsor no longer designates a majority of the Condominium Board, Sponsor, through its control of the Condominium Board, will have control of the maintenance and operation of the Condominium and the services to be provided by the Condominium Board to the Unit Owners and will determine the Common Charges and any Special Assessments to be paid by the Unit Owners.

Under the By-Laws, owner-occupants of Residential Units will be unable to control the Condominium Board until the Initial Control Period has expired; moreover, owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts as to how the Condominium should be managed because of their different purposes in owning Units (i.e., for use as a home as opposed to a business or investment).

Within 30 days after the expiration of the Initial Control Period, the appropriate number of members of the Condominium Board designated by Sponsor shall resign and their replacements shall be selected by a majority vote of the members of the Condominium Board (excluding members of the Condominium Board designated by Sponsor) at a regular meeting of the Condominium Board or at a special meeting of the Condominium Board held for such purpose.

Other than the expenditures listed below that may not be vetoed, for the period ending not more than five years after the First Closing, or whenever the Unsold Residential Units constitute less than 25 percent of the Common Interest, the Condominium Board may not, without Sponsor's prior written consent:

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

(ii) assess any Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a reserve, contingency or surplus fund in excess of five percent in the aggregate of the estimated Common Expenses for any one fiscal year of operation, provided the same does not violate Applicable Law, in which event the maximum assessment permitted hereunder shall equal the minimum required by Applicable Law;

(iii) increase the number or change the type of employees of the Condominium from that described in Schedule B;

(iv) enter into any service or maintenance contracts for work, labor or services not covered in Schedule B; or

(v) borrow money on behalf of the Condominium.

Notwithstanding the foregoing, Sponsor may neither exercise a veto over nor direct any member of the Condominium Board appointed or otherwise chosen by Sponsor to vote against expenditures that:

(a) conform to Schedule B and are for the period covered by Schedule B Budget;

(b) are required to comply with Applicable Law,

(c) are required to cure any notices of violations; or

(d) are necessary to remedy any work order by an insurer that is the responsibility of the Condominium Board to remedy.

See also the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Board of Managers**."

BOARD OF MANAGERS

The affairs of the Condominium shall be governed by the Condominium Board. The duties of the Condominium Board are set forth in the By-Laws. The Condominium Board shall initially consist of three members designated by Sponsor. At present, Sponsor anticipates that the initial members of the Condominium Board will be Richard Siu, Paul Teng and Alex Chiu, each having an address c/o Fulton SCG Development LLC, 136-20 38th Avenue, Flushing, New York 11354, and who are all designees of Sponsor. The three initial members of the Condominium Board will be designated by Sponsor after the Plan is declared effective and prior to the First Closing. Within 180 days after the date of the First Closing, the Condominium Board will call for the first annual meetings of the Unit Owners for the purpose of electing a new Condominium Board in accordance with the provisions of Section 3.1 of the By-Laws.

At the first annual meeting of the Unit Owners and at each annual meeting of the Unit Owners thereafter, the incumbent Condominium Board shall resign and the Unit Owners shall elect a new Condominium Board consisting of seven (7) members. Except for members of the Condominium Board designated by the Retail Unit Owner, Parking Unit Owner or Sponsor, all members of the Condominium Board must be Residential Unit Owners as described in the By-Laws. After the expiration of the Initial Control Period, a majority of the Condominium Board must be Unit Owners who own Residential Units and who occupy their Residential Units or members of such Unit Owners' households and must not be related to Sponsor or its principals. Except for members designated by the Retail Unit Owner, Parking Unit Owner or Sponsor, no member of the Condominium Board shall continue to serve on the Condominium Board if, during such Unit Owner's term of office, said member shall cease to be a Residential Unit Owner.

During the Initial Control Period, the Sponsor shall have a right to designate four members at all times which will include the members appointed by the Retail Unit Owner and the Parking Unit only for so long as Sponsor continues to own each Unit. After the Initial Control Period, Sponsor may designate three members of the Board. In the event Sponsor no longer owns the Retail Unit and/or the Parking Unit, it may designate up to two other members of the Board, such that Sponsor may have three Board members at all times that it owns at least 3% of the Common Interest and one Board member so long as it owns at least one Unit. There shall be no restriction on the right of Sponsor to vote for members of the Board who are nominated by non-Sponsor Owners.

Regular meetings of the Condominium Board may be held at such time and place in the Borough of Queens as shall be determined from time to time by a majority of the members thereof, provided that at least two such meetings shall be held during each fiscal year. Special meetings of the Condominium Board may be called by the president or vice president of the Condominium or the written request of at least two members of the Condominium Board.

The terms of each member of the Condominium Board shall expire annually, except that members of the Condominium Board shall serve until their respective successors shall be duly elected and qualify. There shall be no limit on the number of successive terms a member of the Condominium Board may serve. All members of the Condominium Board shall serve without compensation for their services in such capacity. Any member of the Condominium Board may resign at any time by written notice hand delivered or sent by certified mail, return receipt

requested, to the president or secretary of the Condominium. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified in such notice of resignation.

A member of the Condominium Board designated or elected by the Residential Unit Owners may be removed with or without cause by an affirmative vote of Unit Owners having more than 50% of the total authorized votes of all Residential Unit Owners who are present at a meeting of the Unit Owners at which a quorum is present; provided, however, that a member of the Condominium Board designated by Sponsor or the Retail Unit Owner or the Parking Unit Owner may be removed only for cause, in which event he or she shall be replaced by another Sponsor designee or designee of the Retail Unit Owner, Parking Unit Owner, as the case may be. No member of the Condominium Board shall continue to serve thereon if, during such Unit Owner's term of office, said member shall cease to be a Unit Owner or an interested party as described in Section 2.1 of the By-Laws; provided, however, that this provision respecting Unit ownership and Condominium Board membership shall not apply to members of the Condominium Board designated by the Retail Unit Owner or Parking Unit Owner or Sponsor.

The number and composition of the Condominium Board may not be changed except in accordance with the procedures described in the By-Laws. The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium.

As more fully set forth in the By-Laws, all determinations required to be made by the Condominium Board shall, with certain exceptions, be made by a majority of the votes cast at any meeting at which a quorum is present.

Annual meetings of the Unit Owners shall be held within approximately 30 days of each anniversary of the first annual meeting. At such meetings, the Unit Owners shall elect the five-member Condominium Board, subject to any rights of Sponsor, the Retail Unit Owner or the Parking Unit Owner to designate members of the Condominium Board, and there shall also be transacted such other business as may properly come before such meetings. In addition, special meetings of the Unit Owners may be held from time to time pursuant to the By-Laws. The secretary of the Condominium or the Managing Agent shall mail a notice of each annual or special meeting of the Unit Owners to all Unit Owners of record. The notice, which shall be given at least five business days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the By-Laws or the Declaration, at all meetings of the Unit Owners, the presence in person or by proxy of Unit Owners owning Units to which are appurtenant, in the aggregate, more than 50% of the Common Interests shall constitute a quorum, and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

At all meetings, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Sponsor with respect to Unsold Residential Units) shall be entitled to cast one vote for each .0001% of Common Interest attributable to such Unit Owner's Unit or Units.

The principal officers of the Condominium shall be a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the Condominium Board. Additionally, the representative of the Retail Unit Owner shall be an assistant secretary for purposes of

executing governmental documents and taking other ministerial acts for the Retail Unit Owner on behalf of the Board with respect to such matters as alterations of the Retail Unit and Parking Unit which do not otherwise require a vote of the Board. If the Retail Unit Owner and Parking Unit Owner are not owned by the same Person, the representative of the Retail Unit Owner shall not execute documents on behalf of the Parking Unit Owner, and the representative of the Parking Unit Owner may also be an assistant secretary. All principal officers of the Condominium shall be elected annually at the annual meetings of the Condominium Board. Except as otherwise provided by the Condominium Board, no officer shall receive any compensation for acting as such. The By-Laws provide that all instruments of the Condominium Board are to be executed by any officer of the Condominium or by such other person or persons as may be designated by the Condominium Board.

As set forth in the subsection entitled "Liability of Condominium Board and Unit Owners" in the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Board of Managers**," every contract made by or on behalf of the Condominium Board shall state that it is made only as agent for all Unit Owners, and the members of the Condominium Board shall have no personal liability thereon (except in their capacities as Unit Owners). To the extent permitted by Applicable Law, members of the Condominium Board shall have no liability to Unit Owners, except that a member of the Condominium Board shall be liable for such member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each member of the Condominium Board against any liability or claim arising out of or relating to such member's actions in his capacity as a member of the Condominium Board, except those arising out of such member's own bad faith or willful misconduct. The Condominium Board may contract or effect any transaction with any member of the Condominium Board, any Unit Owner, Sponsor or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

Upon the affirmative vote of a majority of the members of the Condominium Board, any officer may be removed with or without cause. A successor officer may be elected at any regular meeting of the Condominium Board or at any special meeting of the Condominium Board called for such purpose.

Generally, subject to certain exceptions concerning, among other things, Sponsor and Unsold Residential Units, and provided that the required consents of the Residential Mortgage Representatives, if any, are obtained, any provision of the Declaration, By-Laws or Rules and Regulations affecting (a) only the Residential Section or the Residential Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66-2/3% in number and in Common Interest of all Residential Unit Owners, (b) only the Retail Unit or the Retail Unit Owner may be amended, modified, added to or deleted by the Retail Unit, or (c) only the Parking Unit or the Parking Unit Owner may be amended, modified, added to or deleted by the Parking Unit Owner; and any other provision of the Declaration, By-Laws or Rules and Regulations may be amended, modified, added to or deleted by affirmative vote of at least 66-2/3% in number and in Common Interest of all Unit Owners. Notwithstanding the foregoing, the Common Interest appurtenant to a Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

Notwithstanding any provision contained in the By-Laws to the contrary, no amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations shall be effective in any way (a) without the prior written consent of the Retail Unit Owner, with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Retail Unit or affecting the rights, privileges, easements, licenses or exemptions granted to the Retail Unit Owner, (b) without the prior written consent of the affected Parking Unit Owner, with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Parking Unit or affecting the rights privileges, easements, licenses or exemptions granted to the Parking Unit Owner, (c) without the prior written consent of Sponsor with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor, or otherwise adversely affecting Sponsor or (d) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Residential Unit with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Residential Unit or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Residential Unit.

It is possible that amendments, modifications, additions or deletions of or to the Declaration, By-Laws and Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Retail Unit or the Parking Unit, the subdivision of the Retail Unit or the Parking Unit into individual condominium units or the offering for sale or lease of all or any portion of the Retail Unit or the Parking Unit. In connection therewith, a Retail Unit Owner or the Parking Unit Owner may, subject to compliance with Applicable Law, if any, cause the Declaration, By-Laws and Rules and Regulations to be amended, modified, added to or deleted from, and the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Section and the Residential Unit Owners.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS

Sales and Leases of Residential Units

Sponsor or its designee, and not the Condominium, will have a right of first refusal upon the offer for sale of any Unit during the time period where Sponsor has control of the Condominium Board. While Sponsor has control of the Board, each Residential Unit Owner may sell his or her Residential Unit, together with its Appurtenant Interest, or lease its Residential Unit, provided such Unit Owner (the "**Offeree Unit Owner**") first gives the Sponsor written notice of such Offeree Unit Owner's intention to sell or lease such Residential Unit accompanied by a fully-executed, original counterpart of the contract of sale for the Residential Unit or lease, as the case may be, and an opportunity for the Sponsor to purchase or lease such Unit at the same price or rental and on the same terms as are contained in such contract of sale or lease with such prospective Purchaser or lessee, as more specifically provided in Article 8 of the By-Laws. After such time as Sponsor no longer controls the Condominium Board, an Offeree Unit Owner shall be required to offer the Condominium Board a right of first refusal as described above. If the Condominium Board or its designee elects to exercise such right of first refusal, such purchase may be made from the funds deposited in the capital or expense accounts of the Condominium Board. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may levy a Special Assessment against each Residential Unit Owner (other than the Offeree Unit Owner).

Sponsor may, in its discretion, finance the acquisition of a Unit. If the prospective Purchaser was to assume or to take title to the Unit subject to the Unit Owner's existing mortgage or mortgages pursuant to the contract of sale, per the right of first refusal, Sponsor or the Condominium Board, as the case may be, may purchase the Unit and assume or take title thereto subject to such mortgage or mortgages under, as the case may be.

If Sponsor or the Condominium Board, as the case may be, fails to accept the offer made by the Offeree Unit Owner pursuant to Article 8 of the By-Laws within thirty (30) days after receipt of the notice of such Offeree Unit Owner's intention to sell or lease such Unit, the Offeree Unit Owner will have ninety (90) days after the expiration of the thirty (30)-day period to consummate the sale or lease in accordance with the terms stated in the contract of sale appended to the notice. After the expiration of the ninety (90)-day period, the Offeree Unit Owner will again be required to offer the Unit to Sponsor or the Condominium Board, as the case may be, as provided above; provided that Sponsor or the Condominium Board, as the case may be, shall be entitled to waive, or to permit an extension of, the ninety(90)-day period. Any deed given by an Offeree Unit Owner in connection with such sale shall provide that the acceptance of such deed by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as well as the HOA Documents, as the same may be amended from time to time.

The form of any lease shall be the then-current form of apartment lease recommended by the Real Estate Board of New York, Inc., except for such changes therein as provided in the By-Laws, and must expressly provide that such lease may not be amended, modified or extended without the prior written consent of the Condominium Board and that the tenant thereunder may not assign his interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board; and that the Condominium Board

and the Homeowners Association will have the power to terminate such lease or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act or by the HOA Declaration. Under Applicable Law in effect on the Presentation Date of this Plan, such lease will not be subject to rent control, rent stabilization or any other state or local law or regulation as to rentals or continued occupancy.

Each lease shall provide for a term of not less than one (1) year.

Any purported sale or lease of a Unit in violation of this Section of the Plan shall be voidable at the election of the Condominium Board.

A Residential Unit Owner, without complying with the foregoing restrictions, may: (i) lease or convey its Residential Unit to a spouse, adult child or grandchild, parent, grandparent, or adult sibling, or any other related or controlled individual or entity, as more particularly set forth in the By-Laws; (ii) convey its Residential Unit by gift; (iii) devise its Residential Unit by will; or (iv) have its Residential Unit pass by intestacy; provided, however, that each succeeding Residential Unit Owner shall be bound by, and such Unit Owner's Residential Unit shall be subject to, the Sponsor's right of first refusal and the procedures relating thereto, as set forth above and more particularly in Article 8 of the By-Laws.

The foregoing restrictions upon the sale and lease of Residential Units shall not apply to the Condominium Board or Sponsor or to Residential Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure. Such restrictions shall also be inapplicable by any sale by any mortgagee. Such restrictions shall also be inapplicable to the Retail Unit or the Parking Unit, whether owned by Sponsor or by any subsequent owner or by any mortgagee; and, subject to compliance with Applicable Law, the Owners of Retail Unit or the Parking Unit shall be free to sell, lease, mortgage or otherwise transfer or hypothecate all or any part of the Retail Unit or the Parking Unit.

A Unit Owner may sell his or her Unit only if such sale includes the Unit's Appurtenant Interest.

A Residential Unit Owner may not convey or lease his Residential Unit unless he or she has paid in full to the Condominium Board all unpaid Common Charges, Special Assessments and surcharges theretofore assessed by the Condominium Board against such Residential Unit and has satisfied all unpaid liens against such Residential Unit, other than liens of Permitted Mortgages. In addition, the Condominium Board may establish reasonable fees for the processing of sale and lease notices, which shall be payable by the selling or leasing Residential Unit Owner, as the case may be, to the Managing Agent.

Notwithstanding anything contained herein to the contrary, prior to the closing of title to a Unit for which a signed Purchase Agreement for a Unit has been submitted to Sponsor under this Plan, the Purchaser may not, under the terms of such Purchase Agreement, list such Unit for resale with any broker or advertise or otherwise offer, promote or publicize the availability of the Unit for sale, without Sponsor's prior written consent.

The Condominium Board shall have the right to impose a reasonable charge to cover its expenses, including payment of any fees due to the Managing Agent or any attorney retained by the Condominium Board, in connection with the sale or lease of a Unit. If such charge is adopted, it shall be added to and constitute Common Charges payable by the transferor Unit Owner.

In addition, a Purchaser who wishes to assign his or her Purchase Agreement, or who wishes to resell his or her Residential Unit within twelve months after the First Closing, must obtain the express written consent of Sponsor or its designee, which consent may be withheld in Sponsor's sole discretion. In the event Sponsor grants consent, said Residential Unit Owner shall pay to Sponsor a fee in the amount of 5% of the aggregate of the sales price and the assignment price listed on the assignment agreement or 5% of the sales price listed on the sales agreement, as the case may be, which amounts shall be confirmed on the transfer tax forms. Notwithstanding the foregoing, any Permitted Mortgagee that acquires title to a Unit by foreclosure or deed in lieu of foreclosure shall be exempt from paying such fee upon the sale of the Unit.

Use of Units

As more particularly set forth in the Declaration, By-Laws and Rules and Regulations, and except as expressly provided therein and below, Residential Units may be used for residential purposes only including home occupations discussed below. A Residential Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, the United States government or any instrumentality thereof and foreign governments or any embassy, consulate or other instrumentality thereof), may be occupied only by such individual; or by an officer, director, stockholder, or employee of such corporation; or by a partner or employee of such partnership; or by a member or employee of such limited liability company; or by such fiduciary, if an individual (or by an officer, director, stockholder, or employee of a corporate fiduciary, or by a partner or employee of a partnership fiduciary, or by a member or employee of a limited-liability-company fiduciary), or by the beneficiary of any such fiduciary; or by a principal or employee of such other entity; or by Family Members or guests of any of the foregoing. A Residential Unit may be used for lawful purposes that are not residential purposes, subject, however, to (1) the terms and conditions of the then-existing certificate of occupancy covering such Residential Unit, (2) Applicable Law, (3) the use of such Residential Unit not adversely affecting the use and enjoyment of neighboring or adjacent Residential Units for residential purposes or imposing undue burdens on any building systems or staff, and (4) the prior written permission of the Condominium Board, which permission shall in no event be granted unless the Condominium Board affirmatively finds that the conditions in clauses (1) through (3) above have been met.

Notwithstanding the foregoing, the owner of an Unsold Residential Unit may, without the permission of the Condominium Board, (1) grant permission for the use of such Unsold Residential Unit as a professional office or for any other purpose, provided that such use is permitted by law, and does not violate the then-existing certificate of occupancy covering such Residential Unit or any other governmental regulations and (2) use such Unsold Residential Unit as a model unit or sales or promotion office in connection with the sale or rental of the Units, subject only to compliance with Applicable Law.

Each Residential Unit Owner shall notify the Managing Agent in writing when a child or children under the age of 11 years live or reside (even temporarily) in the Residential Unit owned by such Residential Unit Owner. Each Residential Unit Owner shall install at such Residential Unit Owner's expense, the required window guards in all windows of the Residential Unit owned by such Residential Unit Owner. The Residential Unit Owner shall maintain all window guards installed in the Residential Unit and shall not remove them until permitted by Applicable Law and, in any event, without the prior written approval of the Managing Agent.

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Residential Section or any portion thereof. The Board will have the right to bring an action for injunction, and a court will determine whether a Unit Owner's actions were improper, offensive or unlawful. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof relating to any portion of the Property shall be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whoever or whichever shall have the obligation to maintain or repair such portion of the Property.

The Retail Unit and the Parking Unit may be used for any lawful purpose except the following:

1. Any illegal or pornographic purposes or as a commercial establishment in which are provided sex-related activities consisting of nude or semi-nude live performances, sex clubs, massage parlors, adult book stores, peep shows;

2. Storage warehouse;

3. Dry cleaning plant;

4. Laundromat;

5. Mortuary or funeral home;

6. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor, table games such as black jack or poker, slot machines, video poker or similar devices, or bingo hall;

7. Any veterinary hospital or animal raising or boarding facilities;

8. Any house of worship:

9. Any homeless shelter;

10. Any drug or alcohol rehabilitation facility; or

11. Any manner which would cause the loss or diminution of any ICAP benefits, including, but limited to, using the Retail Unit or Parking Unit for residential purposes.

Except as otherwise set forth herein, Sponsor makes no representation as to who the owners or tenants of the Retail Unit or Parking Unit may be at any time, and what the actual use of the Retail Unit or Parking Unit will be at any time. Neither the Condominium Board nor the

Unit Owners will have any right to restrict or limit any lawful use of the Retail Unit or Parking Unit. Any and all rents, revenues and profits of any type whatsoever from the Retail Unit and the Parking Unit shall belong to the Retail Unit Owner and the Parking Unit Owner. The uses of the Retail Unit and the Parking Unit may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control.

Parking spaces for the Residential Units will be included in the Parking Unit and in the rest of the Parking located in the Podium. Parking spaces for the Retail Unit and the other retail spaces in the Project will be located in the Parking Unit and in the rest of the Parking located in the Podium. Fees for use of the spaces will be established by the Parking Unit Owner or operator.

The Declaration and the By-Laws may not be amended or modified so as to adversely affect the Retail Unit Owner or the Parking Unit Owner without the prior written consent of the Retail Unit Owner or the Parking Unit Owner, as the case may be.

The Retail Unit Owner and the Parking Unit Owner shall have the right to sell or lease all or any portion of the Retail Unit and the Parking Unit without complying with any right of first refusal contained in the Declaration or By-Laws.

The Retail Unit Owner and the Parking Unit Owner have certain special rights under the Declaration, including the right to make certain alterations, additions and improvements to the Retail Unit and Parking Unit and subdivide such Retail Unit and Parking Unit without the consent of the Condominium Board or any other requirements set forth in the Declaration, By-laws or Rules and Regulations, but subject to the requirements of Applicable Law. The Retail Unit Owner and the Parking Unit Owner shall have easements for the installation, maintenance, repair and replacement of canopies, awnings and signs on the outside of the Building up to the roof of the parapet of the second floor, within the Building including inside the lobby, and outside of the Building on the Property. Each of the foregoing easements shall be exercised in such a manner as to not unreasonably disrupt the use by other Unit Owners of their Units.

Common Charges payable by the Retail Unit Owner and Parking Unit Owner will be based on the Common Interest of the Retail Unit and Parking Unit, except as indicated in the Footnotes to Schedule B and/or in accordance with the terms of the By-Laws. Relying on the certification contained in Part II of the Plan, Sponsor estimates that the Common Charges payable by the Retail Unit Owner and the Parking Unit Owner will be sufficient to cover the Common Expenses fairly attributable to such Units.

The Condominium Board, at the request of the Retail Unit Owner or the Parking Unit Owner, will enter into an agreement with any tenant with which a Retail Unit Owner or Parking Unit Owner has entered into a lease for all or a portion of a Unit. Under the terms of such agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration, and the Condominium Board will agree that so long as there is no event of default under said lease as would entitle the landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the lien of the Condominium Board on such Unit for Common Charges or any other sums of any sort, and the Condominium Board shall agree that the lease shall not be terminated in any foreclosure or other action or proceeding instituted in connection with any such lien or in

the exercise of any rights of the Condominium Board, or, in case the Condominium Board takes possession of the Unit pursuant to any provision of the Declaration or the By-Laws, or otherwise; provided, however, that if the Condominium Board or any other party succeeds to the interests of the Unit Owner under the lease, the tenant will agree to be bound to the Condominium Board or such other party under all of the terms, covenants and conditions of the lease and the tenant will attorn to the Condominium Board or such other party as its landlord.

The Condominium Board will also be required to cooperate with the Retail Unit Owner and the Parking Unit Owner in connection with the sale, leasing or mortgaging of the Retail Unit or Parking Unit. Such cooperation shall include the execution and delivery by the Condominium Board, without charge to the Unit Owner, of such documents as may reasonably or customarily be required in connection with the sale, leasing or mortgaging of the Unit including, but not limited to, an estoppel.

The By-laws provide that if the Condominium Board fails to enter into agreements described in the previous two paragraphs within five business days following delivery of a written request by a Retail Unit Owner or the Parking Unit Owner, the Condominium Board will have been deemed to have consented to any of such agreements, which may be executed by the member of the Condominium Board appointed by the Retail Unit Owner or the Parking Unit Owner.

Condominium Rules and Regulations

No Unit Owner will cause or permit any Hazardous Materials to be used, stored, transported, released, handled, produced or installed in, on or from its Unit or the Property, other than substances used in de minimis quantities in household cleaning products and generated, stored, handled and used in compliance with Applicable Law. It will be the obligation of each Unit Owner to comply (at its sole cost and expense) with all Applicable Law with respect to Hazardous Materials in its Unit or in connection with any Work performed by or on behalf of such Unit Owner at the Property.

The Rules and Regulations are annexed to the By-Laws and contain rules and regulations governing among other things, the conduct of Residential Unit Owners and their Family Members and guests in the General Common Elements and Residential Common Elements, including the lobby, entranceway and hallways, restriction on use of window guards and decorations, limitations on pets, restriction on additional air-conditioning, heating or ventilation equipment, persons required to use service elevators for ingress and egress to the Residential Units, disposal of refuse, restrictions on flammable substances, signage, telecommunications aerials and other receivers, velocipedes, bicycles, scooters and similar vehicles. The following is a summary of illustrative rules and regulations:

Dogs, caged birds, cats and fish shall be permitted to be kept in a Residential Unit without consent by the Condominium Board or the Managing Agent. No pets other than dogs, caged birds, cats and fish shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Condominium Board or the Managing Agent. Although pets are permitted to be kept in Residential Units, each Unit Owner (other than Sponsor) who keeps any type of pet in his or her Residential Unit will be required to (a) indemnify and hold harmless the Condominium, all other Unit Owners and the

Managing Agent from all claims and expenses resulting from the acts of such pet; and (b) abide by any and all reasonable Rules and Regulations of the Condominium adopted with respect thereto. The Condominium Board may require that pet owners enter into an agreement with the Condominium Board confirming such owners' obligations with respect to their pets and, in any event, the Condominium Board may require the removal of a pet that causes a nuisance, health hazard or unsanitary condition.

No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows, roofs, balconies, or terraces, or placed upon the window sills of the Building, and no Unit Owner may sweep or throw or permit to be swept or thrown, any dirt, debris or other substance therefrom.

All refuse from the Units must be deposited by Unit Owners in those areas of the Building provided for that purpose at such times and in such manner as the Condominium Board directs.

The driveways, vehicle entrances and exits, sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Units. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors or stairways of the Building.

No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by law, except such as shall have been approved in writing by the Condominium Board or the Managing Agent employed by the Condominium Board, which approval shall not be unreasonably withheld or delayed. Without limiting the foregoing, all window curtains or shades shall be white-backed.

There will be no playing or lounging in the entrances, passages, public halls, vestibules, corridors or stairways of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

No Residential Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit. Unless expressly authorized by the Condominium Board in each instance, not less than eighty (80%) percent of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

Nothing shall be done or kept in any Residential Unit or in the General Common Elements or Limited Common Elements that will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the General Common Elements or Limited Common Elements that will result in the cancellation of insurance

on the Building or that would be in violation of any law. No waste shall be committed in or to the General Common Elements or Limited Common Elements.

Each Unit Owner shall keep such Unit Owner's Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair such Unit Owner's own Unit in accordance with the provisions of the By-Laws, including, without limitation, the Rules and Regulations, as well as the rules and regulations of municipal departments or agencies having jurisdiction thereof. The Rules and Regulations may be amended from time to time by the Condominium Board in accordance with the By-Laws, provided that copies thereof are furnished to Unit Owners prior to the time that they become effective (except that no amendment thereof affecting the Retail Unit, Parking Unit or Unsold Residential Units may be made unless agreed to by the Retail Unit Owner, Parking Unit Owner or Sponsor, as the case may be). Further restrictions on the use and leasing of Residential Units are set forth in the By-Laws and Rules and Regulations.

Homeowners Association Rules and Regulations

The HOA Rules and Regulations are annexed to the HOA Declaration and contain additional rules and regulations governing among other things, the conduct of Residential Unit Owners and their Family Members and guests in the Development Area. The following is a summary of illustrative rules and regulations:

The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways shall not be obstructed or used for any other purpose than ingress to and egress from the Units. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Properties, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows roofs or terraces or a Residential Unit exterior, or placed upon the window sills of any of the Residential Units.

No vehicle belonging to a Condominium Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Condominium Unit Owner, shall be parked in such a manner as to impede or prevent ready access by another vehicle to any entrance to, or exit from, the Development Area, the HOA Improvements, or any Condominium Unit.

There shall be no playing or lounging on the HOA Property, except in recreational areas or other areas designated as such in the Declaration or by the Homeowners Association. The Homeowners Association or the Managing Agent may, from time to time, curtail or relocate any portion of the HOA Property devoted to recreation purposes.

No bird, reptile, or animal shall be permitted in any HOA Improvement, nor on the HOA Property, unless carried or on leash. No animals shall be walked or otherwise permitted to relieve themselves on any portion of the HOA Property, other than in any areas if any, designated for such purpose by the Homeowners Association.

No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held on any Unit, without the prior written consent of the Homeowners Association or the Managing Agent in each instance. In the event that any Unit shall be used for

home occupation or professional purposes in conformity with the terms of this Declaration, no patients, clients, or other invitees shall be permitted to wait in or on the HOA Property.

If any key or keys are entrusted by a Unit Owner or by his or her agent, servant, employee, licensee, tenant or visitor to an employee of the Homeowners Association or of the Managing Agent, the acceptance of the key shall be at the sole risk of such Unit Owner or agent, servant, employee, licensee, tenant or visitor, and neither the Homeowners Association 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 Development Area shall send any employee of the Homeowners Association or of the Managing Agent away from the Development Area on any private business.

Any consent or approval given under the HOA Rules and Regulations may be amended, modified, added to or repealed at any time by the Homeowners Association. Further, any such consent or approval may, in the discretion of the Homeowners Association, of the HOA Managing Agent, be conditional in nature.

The HOA Rules and Regulations Units may be amended from time to time by the Homeowners Association in accordance with the HOA Declaration, provided that copies thereof are furnished to Unit Owners not less than 30 days prior to the effective date thereof and thereafter to Persons acquiring a Unit upon request; and no amendment, modification, addition or deletion shall be made that would abrogate or otherwise adversely affect the rights, benefits, or exemptions of Sponsor or the sponsors of the other condominiums in the Project.

Mortgages of Units by Unit Owners

Each Residential Unit Owner may mortgage his or her Unit, provided that he first complies with the conditions with respect thereto set forth in the By-Laws. As more fully set forth in therein, these conditions include the requirements that (a) the mortgage be substantially in the form of the New York Board of Title Underwriters form of mortgage, or such other form customarily used by lenders making loans secured by individual Residential Units; (b) the Condominium Board is notified in writing of the making of such mortgage; and (c) the owner making such mortgage first satisfies all unpaid liens against such Unit Owner's Unit, other than Permitted Mortgages. The Retail Unit Owner and the Parking Unit Owner shall have the right to mortgage their Units without any restriction or limitation and need not disclose its financing to the Condominium Board.

In certain instances the consent of the Residential Mortgage Representative(s) is necessary in order to amend the Declaration, By-Laws or Rules and Regulations. The By-Laws provide that the holders of mortgages (a) that were initially held by (i) Sponsor, (ii) a bank, trust company, insurance company, real estate investment or mortgage trust or (iii) a governmental or union employee, welfare, pension or retirement fund or system and (b) which satisfy the general conditions for mortgages set forth in the By-Laws may appoint up to three Residential Mortgage Representatives.

Common Charges: Determination and Assessment

Common Expenses will be determined by the Condominium Board and will be borne by the Unit Owners. Common Expenses will generally be allocated among Residential Unit Owners and in proportion to their respective Common Interests and the Retail Unit Owner and the Parking Unit Owner as set forth in the By-Laws. Common Expenses include, among other things, the costs and expenses (including the payment of wages) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements and certain other expenses, such as premiums for insurance covering the Building, managing agent fees and legal and accounting fees. Common Expenses may include amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Condominium Board of any Residential Unit.

Further, notwithstanding anything to the contrary set forth above, instead of making allocations based on Common Interests, the Condominium Board may make allocations of Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with the provisions of Applicable Law; except that the Condominium Board may not, without the written consent of the Retail Unit Owner or Parking Unit Owner, modify the method of allocation of Common Expenses and assessment of Common Charges as set forth in the By-Laws, which is presumptively deemed reasonable, or increase the number of building employees servicing the Retail Unit or the Parking Unit in such a manner as would increase the Common Charges otherwise payable by the Retail Unit Owner or the Parking Unit Owner.

The Common Interest of 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.

At least annually, the Condominium Board will prepare a budget for Common Expenses and allocate, as aforesaid, and assess the Common Charges to the Unit Owners to meet such expenses.

The Condominium Board will furnish copies of each budget on which Common Charges are based to all Unit Owners and advise such Unit Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Condominium Board, Common Charges will be payable monthly in advance on the first day of each month. Each Unit Owner will be solely responsible for the payment of all Common Charges and Special Assessments assessed against his Unit.

Common Charges: Collection and Lien for Non-Payment; Attachment of Rent

Pursuant to a grant made pursuant to Section 339-z of the Condominium Act, and under the provisions of the By-Laws, the Condominium Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges and Special Assessments, together with interest thereon, assessed against such Unit. All such liens, however, to the extent permitted by Applicable Law, will be subordinate to the lien of any first Permitted Mortgage of record and to

liens for real estate taxes on the particular Unit. Any lien for unpaid Common Charges or Special Assessments against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall occur sooner. If unpaid Common Charges or Special Assessments are due, any member of the Condominium Board may file a notice of lien as described above if no notice of lien has been filed within sixty days after the unpaid Common Charges or Special Assessments became due. Upon such payment of the Common Charges or Special Assessments, the Unit Owner will be entitled to an instrument duly executed and acknowledged by the Condominium Board certifying to the fact of payment. The By-Laws provide that such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Condominium Board to recover unpaid Common Charges or Special Assessments without foreclosing such lien. While Sponsor controls the Condominium Board, it will cause the Condominium Board to file such a lien to file a lien as provided for in Section 339-aa of the Real Property Law on Units with respect to which Sponsor is more than 30 days in arrears of Common Charges or Special Assessments.

No Unit Owner may exempt himself or herself from liability for such Unit Owner's Common Charges or Special Assessments by waiving the use of any of the Common Elements or by the abandonment of such Unit Owner's Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges or Special Assessments assessed against such Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance by him of such Unit. In addition, as more specifically set forth in the By-Laws, a Unit Owner may, by conveying such Unit, together with its Appurtenant Interest, to the Condominium Board for no consideration and by complying with certain conditions in connection therewith, exempt himself from Common Charges or Special Assessments thereafter accruing.

On a resale of a Unit, the purchaser thereof will be liable for the payment of Common Charges and Special Assessments accrued and unpaid against such Unit prior to such purchaser's acquisition. Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or purchaser of a Unit shall be entitled to a statement from the Condominium Board, setting forth the amount of the unpaid Common Charges and Special Assessments accrued against the Unit, and neither such seller nor such purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges or Special Assessments against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement. In the event of a foreclosure by the Condominium Board of its lien on a Unit for unpaid Common Charges and Special Assessments, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. Notwithstanding anything to the contrary above, however, neither a Permitted Mortgagee acquiring title to a Unit at foreclosure sale nor a purchaser at a foreclosure sale shall be liable, and the Unit shall not be subject to a lien, for the payment of the Common Charges or Special Assessments assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or purchaser. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges and Special Assessments after the acquisition of title to such Unit. The Condominium Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Repairs to and Maintenance of Units and Common Elements

Generally, all painting, decorating, and routine maintenance, repairs and replacements, (a) in or to any Unit (excluding Common Elements included therein except as otherwise provided in the By-Laws), including the interior side of entrance doors thereto, shall be performed by the owner of such Unit at such Unit Owner's sole cost and expense, (b) in or to the Residential Common Elements shall be performed by the Condominium Board, and the cost and expense thereof will be charged to all Residential Unit Owners as a Common Expense, (c) in or to the Residential Limited Common Elements shall be performed either by the Condominium Board, if involving Structural or extraordinary maintenance, repair or replacement, in which event the cost and expense thereof will be charged to all Residential Unit Owners as a Common Expense, or by the Unit Owners who benefit from such Limited Common Elements, if involving painting, decorating and non-Structural ordinary maintenance, repairs and replacements, at such Unit Owners' sole cost and expense, (d) in or to the Retail Common Elements shall be performed either by the Condominium Board, if involving Structural or extraordinary maintenance, repair or replacement, or by the Retail Unit Owner, if involving painting, decorating and non-Structural ordinary maintenance, repairs and replacements, in either instance at the Retail Unit Owner's sole cost and expense, or (e) in or to the Parking Common Elements shall be performed either by the Condominium Board, if involving Structural or extraordinary maintenance, repair or replacement, in which event the cost and expense thereof will be charged to all Unit Owners as a Common Expense, or by the Parking Unit Owner, if involving painting, decorating and non-Structural ordinary maintenance, repairs and replacements, at the Parking Unit Owner's sole cost and expense. All maintenance and repairs in or to the General Common Elements shall be performed by the Condominium Board, and, (w) the cost and expense of routine maintenance, repairs and replacements in or to the General Common Elements located inside of or appurtenant to the Residential Section will be charged to the Residential Unit Owners as a Common Expense; (x) the cost and expense of routine maintenance, repairs and replacements in or to the General Common Elements located inside of or appurtenant to the Retail Unit will be charged only to the Retail Unit Owner; (y) the cost and expense of routine maintenance, repairs and replacements in or to the General Common Elements located inside of or appurtenant to the Parking Unit will be charged only to the Parking Unit Owner; and (z) the cost and expense of maintenance, repairs and replacements to the Building's foundation, footings, columns, beams, supports, structural walls, roofs and mechanical systems will be charged to all Unit Owners as a Common Expense.

The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be colored or painted and the interior to be washed and cleaned by the Residential Unit Owner at such Residential Unit Owner's sole cost and expense. The exterior glass surfaces of all Residential Section windows will be washed and cleaned by the Condominium Board and the cost thereof shall be charged to the Residential Unit Owners as a Common Expense. Any replacement of glass windows in any Residential Unit because of breakage or otherwise shall be made by the Condominium Board at the sole cost and expense of the owner of such Residential Unit (unless such breakage is caused by the negligence of Condominium Board or any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such negligent Unit Owner, as the case may be). No replacement of, or modification or alteration to the windows (other than replacement of the window panes) may be made without the written consent of the Condominium Board.

The By-Laws provide that each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner the Condominium Board, whichever is responsible for the maintenance thereof. If any Unit Owner fails to keep such Unit Owner's Unit in such condition, the Condominium Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default. See the subsection entitled "Rights of Access," below. A Residential Unit Owner shall not permit excessive noise or vibrations to emanate from the Unit.

The By-Laws further require that those public or other areas of the Building exposed to public view that are required to be maintained by each Unit Owner or the Condominium Board, be kept in good appearance by such Unit Owner or the Condominium Board in conformity with the dignity and character of the Building.

Alterations and Improvements of Residential Units and Common Elements

No Residential Unit Owner may make any Structural alteration, addition, improvement or repair in or to such Unit Owner's Unit without the prior written approval of the Condominium Board but, as more fully set forth in the By-Laws, this provision does not apply to an Unsold Residential Unit. Except as otherwise permitted in the By-Laws, no Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior written approval of the Condominium Board. The Condominium Board may impose fees upon such Unit Owner to obtain reimbursement for costs incurred in connection with the review or supervision of such Unit Owner's work.

Prior to, and as a condition of, the granting of its consent to the making of a Structural alteration, addition, improvement or repair in or to a Residential Unit, the Condominium Board shall have the right to reasonably approve the Unit Owner's contractors and suppliers and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done.

Any contractor performing work shall not employ any personnel or means that may cause labor disturbances or stoppage in the work of Building employees or other contractors or subcontractors employed in the Building.

No application or other document shall be filed with any governmental authority for a permit covering an addition, alteration or improvement to be made in a Residential Unit, unless approved and executed, if necessary, by the Condominium Board. The Condominium Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved Structural alterations, additions, improvements or repairs, provided that the Condominium Board and the Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, materialman, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Residential Unit, provided any alteration to such Unit shall be in accordance with,

and only as permitted by, Applicable Law. Under the terms of the By-Laws, Sponsor is authorized on behalf of the Condominium Board to execute such applications, permits or other documents as may be required to undertake, perform and complete such work with respect to the Unsold Residential Units, the Retail Unit, the Parking Unit and the Common Elements as Sponsor is entitled to perform in accordance with the terms of the Declaration and the By-Laws and to obtain such certificates of completion as may then be required by Applicable Law (collectively, the "**Required Documentation**"), and the Condominium Board, if requested by Sponsor, is obligated to execute the Required Documentation. In addition, the Power of Attorney to be executed by each Residential Unit Owner upon acquisition of a Residential Unit further grants to Sponsor a power of attorney to execute the Required Documentation.

In the event that any alterations, additions, improvements or repairs made by any Residential Unit Owner materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance of a temporary or permanent certificate of occupancy for such Unit, other Units, or the Building, then upon the written request of Sponsor or the Condominium Board, 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 party requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any remedies provided in the By-Laws. By performing any Structural alterations, additions, improvements or repairs to a Unit, the Purchaser assumes the risks and obligations listed in this subsection, regardless of whether such work was approved by the Condominium Board.

Generally, all alterations or improvements in or to the General Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to the Unit Owners as a Common Expense. Repairs, maintenance replacements, restorations, improvements, alterations and additions in or to the Residential Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Common Expense.

Alterations and Improvements of Non-Residential Units and Unsold Residential Units

The Retail Unit Owner without the consent of the Condominium Board, may make any alteration, addition, improvement or repair in or to any Retail Unit or the Retail Common Elements, provided that the work is performed by the Retail Unit Owner in compliance with governmental laws and regulations and in accordance with all conditions described in the Declaration and the By-Laws. The Parking Unit Owner without the consent of the Condominium Board, may make any alteration, addition, improvement or repair in or to the Parking Unit or the Parking Common Elements, provided that the work is performed by the Parking Unit Owner in compliance with governmental laws and regulations and in accordance with all conditions described in the Declaration and the By-Laws. Sponsor, without the consent of the Condominium Board, may make any alteration, addition, improvement or repair in or to any Unsold Residential Unit or the Common Elements provided that the work is performed by Sponsor in compliance with governmental laws and regulations and in accordance with all conditions described in the Declaration. In addition, Sponsor, the Retail Unit Owner and the Parking Unit Owner may erect, maintain, repair and replace, or permit their tenants to erect, maintain, repair or replace, from time to time, one or more signs on the Property for the purpose

of advertising the availability of Units for sale or the rental of any Unsold Residential Unit, Retail Unit or Parking Unit or the operation of any business of a tenant or occupant of the Retail Unit or Parking Unit, including, but not limited to, signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building and signs inside and outside of the Building.

Rights of Access

As more fully set forth in the By-Laws and HOA Declaration, the Condominium Board, the Managing Agent, the Homeowners Association, the resident manager and other persons authorized by any of the foregoing, will have a right of access to any Unit for the purposes of: making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other party of the Property; curing defaults by a Unit Owner; correcting any conditions originating in any Unit and threatening another Unit or any Common Element, or correcting any condition that violates the provisions of any Permitted Mortgage covering another Unit; provided that requests for entry for any such access (except in emergency situations) are made not less than one day in advance and that any such entry (except in emergency situations) is at a time reasonably convenient to the Unit Owner and the tenants of any Unit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Condominium Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. Sponsor shall have a right of access to any Unit for the purpose of performing punch-list work or for the purpose of performing or completing construction in the Building and the rest of the Project.

Compliance with Terms of Declaration, By-Laws and Rules and Regulations

Each Unit Owner must strictly comply with the provisions of the Declaration, the By-Laws, and the Rules and Regulations. Pursuant to Section 339-j of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by law. The By-Laws, together with the Rules and Regulations, will be recorded with the Declaration in the Register's Office.

Examination of Books and Records

Each Unit Owner and each mortgagee of a Unit shall be permitted, upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium.

Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board will, except as set forth below, arrange for the prompt repair and restoration thereof.

Unless the Unit Owners have elected not to restore the Building as provided below, damage or destruction to a Unit or Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the owner of the affected Unit, unless, with

respect to any Limited Common Element, such repair or reconstruction is the obligation of the Condominium Board under the Declaration and the By-Laws. If such Unit Owner fails to repair or reconstruct such Unit Owner's Unit or any such Limited Common Element the repair of reconstruction of which is the obligation of such Unit Owner, the Condominium Board may cause such Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be a charged to such defaulting Unit Owner as a Special Assessment.

If three-fourths or more of the Building is destroyed or substantially damaged and if 95% or more in Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds such amounts as may be necessary to discharge all unpaid liens on such Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens. Notwithstanding the foregoing, any Retail Unit Owner shall in any event have the right to rebuild its Retail Unit, and the Parking Unit Owner shall in any event have the right to rebuilt its Parking Unit, to be contiguous with the retail units and parking units in the other condominiums without the approval of the Condominium Board.

Insurance

The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-Laws, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building, together with all service machinery contained therein and covering the interests of the Condominium, the Condominium Board and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings); said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions hereinafter set forth; (b) loss of income insurance (Common Charges); (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board to be necessary; (f) water damage insurance to the extent, if any, determined by the Condominium Board to be necessary; (g) elevator liability and collision insurance; (h) fidelity insurance covering the Condominium Board, the Managing Agent and all officers, directors, and employees of the Condominium; (i) directors' and officers' liability insurance; (j) commercial umbrella insurance; and (k) such other insurance as the Condominium Board may from time to time determine to be necessary or appropriate.

The fire insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-Laws.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the Condominium Board in the event of a loss amounting to $1,000,000 or less. In the event that such proceeds are in excess of $1,000,000, such proceeds shall be payable to the Insurance Trustee pursuant to the provisions of the By-Laws. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law. All proceeds will be allocated to the costs of the repairs, if repairs are elected to be made.

The amount of fire insurance and all risk extended coverage to be maintained until the first meeting of the Condominium Board following the first annual meeting of the Residential Unit Owners shall be in at least the sum set forth in Schedule B.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) coinsurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering (1) the Condominium Board, the officers of the Condominium, the Managing Agent, the employees of the Condominium Board and the Condominium, each member of the Condominium Board and each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's Unit or within the Residential Limited Common Elements appurtenant to such Unit Owner's Unit. The Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the first annual meeting of the Unit Owners, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, the combined single limit. The comprehensive general liability insurance discussed in this paragraph shall also cover cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board determines. The premiums for all insurance referred to above shall be a Common Expense and shall be borne by the Unit Owners pro rata in accordance with their respective Common Interests

The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. Pursuant to the By-Laws, each Residential Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence plus at least $2,000,000 umbrella liability coverage. The limits of liability set forth in clauses (a) and (b) above may be increased by the Condominium Board from time to time.

Liability of Condominium Board and Unit Owners

Every contract made by or on behalf of the Condominium Board shall state that (a) it is made only as agent for all Unit Owners, and the members of the Condominium Board shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to any contract regarding the Condominium shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and (ii) to the extent permitted by law, such Unit Owner's interest in such Unit Owner's Unit and its Appurtenant Interest. To the extent permitted by Applicable Law, members of the Condominium Board shall have no liability to Unit Owners, except that a member of the Condominium Board shall be liable for such member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each member of the Condominium Board against any liability or claim arising out of or relating to such member's actions in his capacity as a member of the Condominium Board, except those arising out of such member's own bad faith or willful misconduct. The Condominium Board may contract or effect any transaction with any member of the Condominium Board, any Unit Owner, Sponsor or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

Reports to Unit Owners

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Condominium Board to all Unit Owners within four months after the end of each fiscal year.

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated because of damage or destruction resulting from a fire or other casualty, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least ninety-five (95%) percent of all Unit Owners both in number and in aggregate Common Interest. Such vote shall not be effective, however, unless written consent is obtained from the Residential Mortgage Representatives, if any. Sponsor shall not vote the aggregate Common Interests appurtenant to its Units for such withdrawal unless at least 95%, both in number and in aggregate Common Interests, of all other Unit Owners so elect for such withdrawal, at which time Sponsor may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit. Notwithstanding the foregoing, any action to terminate the legal status of the Condominium after a casualty, condemnation or for any other reason must be agreed to by Permitted Mortgagees that represent at least 51% of the Units that are subject to Permitted Mortgages.

In the event that such withdrawal is so authorized, but only in such event, 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 the sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit

Owner until there has first been paid out of such Unit Owner's share of such net proceeds, all liens on the Unit Owner's Unit, in the order of priority of such liens.

Units Acquired by Condominium Board

All Units acquired or leased by the Condominium Board or their designees shall be held by the Condominium Board, or its designee, on behalf of all Unit Owners, and the rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against all Unit Owners. No Units held by the Condominium Board shall carry any voting rights.

The purchase of any Residential Unit by the Condominium Board or its designee, on behalf of all Unit Owners, may be made from the funds deposited in the capital or expense accounts of the Condominium Board. If the funds in such accounts are insufficient to effectuate any such purchase, Condominium Board may levy a Special Assessment against the Unit Owners in proportion to their respective Common Interests and/or the Condominium Board may, in its discretion, finance the acquisition of such Residential Unit; provided, however, that financing may only be obtained when permitted by the By-Laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Residential Unit to be purchased together with its Appurtenant Interests.

Procedure to Review Real Estate Tax Assessments

As described in Section 2.2.2.17 of the By-Laws, the Condominium Board, on behalf of and as agent for all Residential Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units. All Residential Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Common Interests. If any Residential Unit Owner individually seeks to have the assessed valuation of such Residential Unit Owner's Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Residential Unit Owner in pursuing, such reduction, provided that such Residential Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings. The Retail Unit Owner and Parking Unit Owner will have the right to commence certiorari proceedings on their own at their sole cost and expense or have the Condominium Board act on their behalf.

Mechanics' Liens

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the Common Elements except with the unanimous consent of all Unit Owners affected thereby. Liens may arise or be created against only the individual Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the Common Elements shall be the basis for a lien thereon, but all Common Charges received by the Condominium Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of the Condominium Board for the Common Elements.

Easements and Name of Condominium

In order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements including easements in favor of Sponsor, other Unit Owners, the Condominium Board and the HOA Board. These easements, which are more particularly set forth in the Declaration and the HOA Declaration, include an easement of support and necessity in favor of all other Units and the Common Elements, and an easement in favor of each Unit Owner to use the General Common Elements and the applicable Common Elements and Limited Common Elements, provided that such easements shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units or with the use of the Units for their permitted purposes. Sponsor, the Parking Unit Owner and the Retail Unit Owner shall have easements to erect, maintain, repair and replace lights and lighting fixtures and to erect, maintain and replace advertisements and satellite communication equipment and similar equipment, as permitted by law, on the roofs and facade of the Property and elsewhere on the Common Elements that shall entitle Sponsor, the Retail Unit Owner and the Parking Unit Owner to utilize such easement for its own account or the account of any licensees for the purpose of servicing the Condominium or any other building or area. In addition, Sponsor, the Retail Unit Owner and the Parking Unit Owner shall have easements to erect, maintain, repair and replace any sign permitted by law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit. Further, Sponsor and affiliates of Sponsor and their employees, contractors, subcontractors and all other Persons authorized by the foregoing shall have easements to access all parcels of land included in the Project for the construction and renovation of the Project.

The Retail Unit shall also have reciprocal easements with the rest of the retail spaces in the Podium so that retail spaces may be joined seamlessly to allow access across all of them.

The Parking Unit shall also have reciprocal easements with the rest of the Parking in the Podium so that parking spaces may be joined seamlessly to allow access across all of them.

The Parking Unit Owner and Retail Unit Owner shall have a perpetual irrevocable easement over such Units and spaces as may be adjacent to its Parking Unit or Retail Unit and/or to which its Parking Unit or Retail Unit is subjacent, for the construction, existence, use, maintenance, repair and replacement of its Parking Unit or Retail Unit and any facilities contained therein, as well as the existence, use, maintenance, repair and replacement of all entrance/exit ramps and rights of way.

The Parking Unit Owner and Retail Unit Owner shall have the right (but not the obligation) to penetrate the external walls of the Building (including any foundation walls) and the walls of any improvement adjacent to its Units to cause portions of its Parking Unit or Retail Unit to be linked and/or interconnected with any other adjacent parking area or retail area, provided that such penetration complies with applicable law and does not adversely affect the structural integrity of the Building or any other building or improvement. Such right may be exercised by the owner of a Parking Unit or Retail Unit without obtaining the consent of the Board. If written approval is required by any governmental authority, the Board shall provide same within ten (10) days following a written request by the Parking Unit Owner or Retail Unit Owner.

Sponsor, the Retail Unit Owner and the Residential Unit Owners and the tenants and employees of the foregoing and their invitees and the general public shall have a perpetual, irrevocable easement over the Units and the Common Elements for motor vehicle and pedestrian ingress, egress and access to the Parking Unit and Retail Unit, provided such easement does not interfere with the use of any Unit for its intended purpose.

The Parking Unit Owner and the Retail Unit Owner shall have an easement over the Units and Common Elements adjacent to or above the Parking Unit for the construction use, maintenance, repair and replacement of entrance/exit ramps into the Parking Unit.

The Parking Unit Owner and Retail Unit Owner shall have a perpetual, irrevocable easement for the construction, existence, use, maintenance, repair and replacement of all utility lines, conduits, wires, ducts, drains, shafts, equipment and facilities that serve the Parking Unit or Retail Unit.

Refuse from Residential Units will be deposited down the refuse chutes on each residential floor, and will then be transferred by Building employees from the room on the second floor designated on the floor plans as Trash Storage/Compactor, through open space recreation areas located between the Building and the Hotel Condominium, to the Loading Dock located in the Podium beneath the Hotel Condominium. Refuse from the Retail Unit and Parking Unit will be transferred by such Unit Owners or their tenants or the employees of the foregoing, or by Building employees, from such Units to the Loading Dock. The Loading Dock is accessed via freight elevators located on the 2nd floor in the Hotel Condominium and stop at the Loading Dock located on the first floor.

In the event that access to the Loading Dock is not yet available because a temporary certificate of occupancy has not yet been issued for the Loading Dock, Building employees will use the residential passenger elevators and traverse across the residential lobby to dispose of refuse on the sidewalk fronting the Building along 39th Avenue.

There will be recorded prior to the filing of the Declaration a separate easement document in favor of the Condominium that provides for easements to the Parking and the Loading Dock which will be referred to in the Declaration.

Residential unit owners in the Tangram House West Condominium who purchase a storage license will have an easement to access and use the storage units located on sub-cellar 1 and sub-cellar 3 in this Condominium.

The unit owners in the Tangram House West Condominium, the Hotel Condominium and the Tangram Tower Condominium will have an easement to access and use the bicycle storage located on sub-cellar 2 in the Parking Unit in this Condominium.

The Retail Unit Owner and its tenants and business associates shall have a perpetual, irrevocable easement to access and use the retail loading berth located on the Residential Street Level Plaza.

Generally, each Residential Unit Owner in this Condominium, the residential unit owners in the Tangram House West Condominium, and the guests of the Hotel Condominium will have easements for the use and enjoyment of the HOA Property and HOA Improvements for their

intended purposes. Specifically, the HOA Property and HOA Improvements hereinafter set forth are subject to easements in favor of the Homeowners Association for management purposes and in favor of the Residential Unit Owner in this Condominium, the residential unit owners in the Tangram House West Condominium and the guests of the Hotel Condominium as follows:

If the Homeowners Association becomes operational, certain amenities as hereinafter set forth (the "HOA Improvements") will be subject to easements in favor of the Homeowners Association for management purposes and in favor of the Permitted Occupants of certain Condominiums (if and when constructed) as follows:

(1) The fitness room, lounge, library, pantry and toilets located on the second floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(2) The corridors on sub-cellar 3, sub-cellar 2, sub-cellar 1, the ground floor and the lobby floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(3) The garage elevators running from sub-cellar 3 to the second floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(4) The laundry room on the ground floor and the building staff areas on the ground floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(5) The manager's office and the street lobby, front desk and package room in the lobby of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(6) The open space area at the Residential Street Plaza outside of Tangram House South Condominium at the lobby level are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(7) The children's playroom intended to be constructed on the second floor of Tangram House West Condominium is for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(8) The terraces intended to be located at the second floor and third floor building setbacks outside of the Tangram House West Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(9) The indoor pool intended to be constructed on the third floor at the Hotel Condominium is for the use of the Permitted Occupants of Tangram House South Condominium, Tangram House West Condominium and the Hotel Condominium.

(10) The terrace intended to be located at the third floor building setback outside of the Hotel Condominium is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium and the guests of the Hotel Condominium.

(11) The hotel fitness and spa center intended to be constructed on the third floor at the Hotel Condominium are for the use of the Permitted Occupants of Tangram House South Condominium, Tangram House West Condominium and the Hotel Condominium.

(12) The roof terrace intended to be located on the twelfth and roof floors of the hotel is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium and the guests of the Hotel Condominium.

(13) The library, lounge, meeting room, pantry and toilets intended to be constructed in the second floor of the Hotel Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(14) The elevator and lobbies on the second, third, fourth twelfth and roof floors for access to the hotel pool, gym, spa and roof terraces intended to be constructed at the Hotel Condominium are for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(15) The tennis court to be located outside of the Hotel Condominium at the third floor level is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(16) The roof terrace intended to be located outside of the Hotel Condominium at the fourth floor level is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(17) The terrace on the roof of the Retail Facility is for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

In order to facilitate the operation and maintenance of the HOA Property and HOA Improvements, the Units and the HOA Property will be subject to certain easements including easements in favor of Sponsor and the other sponsors. These easements, which are more particularly set forth in the HOA Declaration, include (i) an easement of support and necessity in favor of all other condominium units, (ii) an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Development Area for the purposes of exercising any and all of the rights reserved to Sponsor and the other sponsors under the HOA Declaration, (iii) an easement to access all HOA Property for the construction and renovation of the HOA Property,

HOA Improvements and/or condominium units, (iv) the right of Sponsor and the other sponsors to grant additional electric, gas, cable television, telephone, water, storm drainage, sewer and other utility easements in any portion of the Development Area, and (v) the right of Sponsor and its affiliates and their employees, contractors, subcontractors and all other Persons authorized by the foregoing to access all parcels of land included in the Project for the construction and renovation of the Project.

In addition, the Units and the other units in the Project will also be subject to easements in favor of the Homeowners Association, the Managing Agent and/or to any other Person authorized under the HOA Declaration as more particularly set forth in the HOA Declaration, including easements for the purposes of inspecting, curing defaults, and maintaining the HOA Improvements and HOA Property.

In addition, all portions of the Development Area will be subject to an easement for access in favor of utility companies servicing the Development Area.

Sponsor and any other Retail Unit Owner shall also have the right to install and maintain communication facilities on the roof of the Building in the General Common Elements at any location not used for Building Facilities.

As set forth in the Declaration, the Condominium and the Building shall be designated and known as "the Condominium." Any and all rights and interests appurtenant to such name, if they exist, are owned and controlled by Sponsor. Similarly, any and all obligations and liabilities appurtenant to such name shall be the sole responsibility and obligation of Sponsor. For so long as Sponsor owns any Units in the Building, only Sponsor shall have the right to change the name of the Condominium or the Building, and such right may be exercised by Sponsor at any time without the vote or consent of the Condominium Board or the Unit Owners.

The Declaration and By-Laws

A copy of the Declaration and a copy of the By-Laws are set forth in Part II of the Plan. A prospective Purchaser should read the Plan in its entirety, including the Declaration and By-Laws.

HOA Declaration and HOA By-Laws

A copy of the HOA Declaration and a copy of the HOA By-Laws are set forth in Part II of the Plan. A prospective Purchaser should read the Plan in its entirety, including the HOA Declaration and HOA By-Laws.

REAL ESTATE TAXES

After the Units are separately assessed as independent tax lots, each Unit will be taxed separately for real estate tax purposes, and each Unit Owner will be solely responsible for the payment of all real estate taxes on his Unit, but such 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.

If on the date of the First Closing, the Units have not been separately assessed as independent tax lots, then until such time as the Units are separately assessed, the Condominium Board will pay all real estate taxes with respect to the Property and will allocate the cost thereof among all Unit Owners in proportion to each Unit's Common Interest.

The projection of the amount of real estate taxes set forth in Schedule A is based upon the estimates contained in the opinion of Sponsor's Real Estate Tax Counsel, Akerman LLP, a copy of which is set forth below. According to such estimates, during the first year of condominium operation the assessed value of the Residential Units (transitional), which will be determined by the New York City Department of Finance, will be approximately $9,742,408, the tax rate will be 12.956 per hundred of assessed valuation, the aggregate amount of taxes payable by Residential Unit Owners will be approximately $1,262,226 prior to any tax exemptions or abatements, and the estimated real estate tax with Section 421-a benefits for the Residential Units for the first year of condominium operation is approximately $30,028.

The real estate taxes that will be payable by the Unit Owners for future years will vary in accordance with the amounts of the Units' assessed valuations (transitional and actual) and the real estate tax rate. It should be noted that although the projected real estate taxes set forth in Schedule A are based on the assumption that the Residential Units will be assessed in direct proportion to each Residential Unit's percentage of Common Interest, the New York City Department of Finance may apportion them based on a different method.

The tax assessments of condominium apartment buildings are governed by Section 581 of the Real Property Law. This law requires the tax assessor to disregard the condominium form of ownership in valuing such properties and to value the building in the same manner as similar but non-condominium owned, rental buildings.

Sponsor will apply for partial exemption from real estate taxes attributable to the Residential Units pursuant to Section 421-a of the New York Real Property Tax Law. It is anticipated that the Residential Units will qualify for such 421-a benefits. Nevertheless, there can be no assurance that such application will be granted or that such 421-a benefits will be received, or if received, that such 421-a benefits will be in effect as of the First Closing. If for any reason the 421-a application is not granted, there will be no exemption from real estate taxes on the Residential Units. Based on the 421-a Tax Benefit Opinion prepared by Herrick, Feinstein LLP, the 421-a exemption, if granted, will be for a period of 15 years and will decrease progressively during such period. Pursuant to Section 421-a, certain buildings are located within a "geographic exclusion area" and are required to contain affordable housing. Based on the 421-a Tax Benefit Opinion, the Building is not located within the "geographic exclusion area." Therefore, no affordable housing is required (or provided) in this Building. Building service employees in buildings receiving 421-a benefits must be paid the "applicable prevailing wage"

as determined by the New York City Comptroller, unless the building qualifies for an exemption. This Building does not qualify for an exemption. Therefore, building service employees must be paid the "applicable prevailing wage." Neither Sponsor, Attorney for Sponsor, Income Tax Counsel, Real Estate Tax Counsel, Selling Agent, Managing Agent or any other Person makes any representation that the partial exemption from real estate taxes under 421-a will be granted or as to the amount, if any, of the tax that will be assessed against the Residential Units or the amount of real estate taxes payable at any time by any Residential Unit Owner.

NEITHER SPONSOR, SPONSOR'S COUNSEL, HERRICK, FEINSTEIN LLP, SPONSOR'S REAL ESTATE TAX COUNSEL, AKERMAN, LLP, SELLING AGENT, MANAGING AGENT NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY THAT A PRELIMINARY OR FINAL CERTIFICATE OF ELIGIBILITY FOR A PARTIAL TAX EXEMPTION FROM REAL ESTATE TAXES UNDER SECTION 421-A WILL BE GRANTED OR THE AMOUNT OF REAL ESTATE TAXES PAYABLE AT ANY TIME BY ANY UNIT OWNER. There is no guaranty or assurance that the criteria for Section 421-a benefits will be satisfied and neither Sponsor nor Herrick, Feinstein LLP offers any opinion with respect to the eligibility of the Units for Section 421-a benefits. If, for any reason, the application for Section 421-a benefits is not approved by the New York City Department of Housing Preservation and Development, the Residential Units will be subject to full taxation and will receive no benefits under Section 421-a. Purchasers will have no right to rescind their Agreements in such event, will continue to be obligated to pay the full Purchase Price without any offset or credit and will have no claim against Sponsor by reason of the same. See Schedule A for projected monthly real estate taxes for each Residential Unit with and without the benefits under Section 421-a. See "**Opinion of Real Estate Tax Counsel**" for a discussion by Sponsor's Real Estate Tax Counsel of the conditions of eligibility for the Section 421-a real estate tax exemption. Purchasers may also obtain more information about the Section 421-1 application process, tax benefits, and requirements associated therewith at: http://www.nyc.gov/html/hpd/html/developers/421a.shtml.

The tax projections found in Schedule A are merely estimates and cannot be construed as an assurance of the actual amount of real estate taxes that will be assessed or the actual amount of any 421-a benefit.

It should be noted that although Sponsor intends that the Building shall be exempted from its obligation under Section 421-a to register the Units as rent stabilized by reason of the Building's condominium status, if prior to consummation of the Plan, Sponsor rents all or any portion of any Unit to any person other than, pursuant to an interim lease, to a Purchaser who has executed a Purchase Agreement, Sponsor will be required to (i) abandon the Plan in accordance with the provisions of Section 20.1(l)(2) of the Regulations promulgated by the Attorney General in Title 13 NYCRR, (ii) inform the NYC Department of Housing Preservation and Development of Sponsor's intent to operate as a rental building, and (iii) subject all units to rent stabilization.

Sponsor has 15 months from the date of issuance of a final certificate of eligibility by the New York City Department of Housing Preservation and Development to declare the Plan effective. Thereafter, Sponsor will be required to register Units as rent stabilized as they become occupied.

Sponsor has submitted preliminary and final applications under the New York City Industrial and Commercial Abatement Program ("ICAP") for tax abatement benefits for the Retail Unit and the Parking Unit, which Units are not for sale pursuant to this Plan. NEITHER SPONSOR, SPONSOR'S COUNSEL, HERRICK, FEINSTEIN LLP, SPONSOR'S REAL ESTATE TAX COUNSEL, AKERMAN, LLP, SELLING AGENT, MANAGING AGENT NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY THAT ICAP BENEFITS WILL BE GRANTED OR THE AMOUNT OF REAL ESTATE TAXES PAYABLE AT ANY TIME BY ANY UNIT OWNER. If, for any reason, the final approval of ICAP Benefits is not approved by the New York City Department of Finance, the Retail Unit and Parking Unit will be subject to full taxation.

The By-Laws provide that the Condominium Board has the power to act as an agent of each Unit Owner who has given his written authorization to complain or apply to the local and county real estate tax assessment agency or board of review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Condominium Board may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and assess as a Common Charge against all such Unit Owners a pro rata share of expenses, disbursements and legal fees paid or incurred in connection with any such complaint or application.

Sponsor reserves the right both (i) to prosecute any tax certiorari proceedings challenging the assessed valuation of the Property, in the tax year in which the First Closing takes place, and any preceding tax year, in its own name or the name of the Condominium, the Condominium Board or the Unit Owners, by attorneys selected by Sponsor and (ii) to settle any such proceedings in its sole discretion and without the consent of the Condominium Board or the Unit Owners. After deducting the cost of such proceedings including, without limitation, attorney's fees, all benefits obtained, including, without limitation, any tax refunds, attributable to either: (a) any tax year ended prior to the date of the First Closing, shall be paid to Sponsor, or (b) any tax year commencing after the Closing Date, may be retained by the Condominium or the appropriate Unit Owners as the case may be, or (c) the tax year in which the Closing Date occurs shall be apportioned between Sponsor and the Condominium as of the Closing Date.

Sponsor has not instituted a tax certiorari proceeding to protest the assessed valuation for the 2016-2017 tax year.

Each Unit Owner is advised to consult with an attorney regarding the advisability of filing real estate tax certiorari proceedings with respect to his Unit.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following summary is for informational purposes only and is based upon information provided by Sponsor's counsel, Herrick, Feinstein LLP, in its opinion set forth in the Section of the Plan entitled "**Opinion of Counsel**."

Internal Revenue Service Circular 230 Disclosure

Any opinion or advice contained in the Plan with respect to United States federal taxes is not intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer. Any such opinion or advice was written to support the promotion or marketing of the transactions or matters addressed in any such opinion or advice. The taxpayer should seek advice based on taxpayer's particular circumstances from an independent tax advisor.

Deductibility of Mortgage Interest and Property Taxes

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

It is the opinion of Herrick, Feinstein LLP that, under present law, Residential Unit Owners will, for federal income tax purposes, be entitled to a deduction for mortgage interest and property taxes in the taxable year in which the same are paid or accrued. It is also the opinion of Herrick, Feinstein LLP that, under present law, each Residential Unit Owner will, for New York State income tax purposes, be entitled to the same deduction that is allowed for federal income tax purposes for the mortgage interest and property taxes paid or accrued during the taxable year.

The aforesaid deductions, however, are subject to certain exceptions and limitations, which are more particularly discussed in the income tax opinion set forth in the Section of the Plan entitled "**Opinion of Counsel**."

Tax Status of the Condominium

Under Section 528 of the Internal Revenue Code, a condominium board of managers may be eligible to elect to be exempt from federal income tax on common charges collected from owners of condominium units.

In order for such an election to be made,

(1) the condominium must be organized and operated to provide for the acquisition, construction, management, maintenance and care of the Property;

(2) 60% or more of the gross income of the board of managers for the taxable year must consist solely of amounts received as membership dues, fees or assessments from owners of units in the condominium;

(3) 90% or more of the net expenditures of the board of managers for the taxable year must be for the acquisition, construction, management, maintenance and care of the property;

(4) no part of the net earnings of the board of managers may inure (other than by acquiring, constructing or providing management, maintenance and care of the property and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private shareholder or individual; and

(5) substantially all of the units must be used by individuals as residences.

According to the Treasury Regulations, substantially all of the Units will be treated as used by individuals for residences if at least 85% of the total square footage of all Units is used by individuals for residences. In its opinion set forth in the Section of the Plan entitled "**Opinion of Counsel**," Sponsor's counsel states that if the Units are used as contemplated and the Condominium is developed in accordance with the Plan, the 85% test set forth in Treasury Regulations will not be satisfied.

It is the opinion of Sponsor's counsel, subject to certain qualifications set forth in the income tax opinion set forth in the Section of the Plan entitled "**Opinion of Counsel**," that if the Units are used as contemplated and the Condominium is established in accordance with the Plan and the Condominium's income and expenses are substantially as set forth in Schedule B, the Condominium should not be entitled to elect the benefits of Section 528 during the first year of condominium operation.

It should be noted that if an election were permitted to be made under Section 528 of the Code, the Condominium Board would still be required to pay a tax on any taxable income it may receive. For this purpose, "taxable income" is defined as the excess, if any, of (a) the gross income for the taxable year over (b) the deductions allowed by the Code that are directly connected with the production of such gross income, calculated with certain modifications provided in Section 528. For the purpose of determining "taxable income," excluded from gross income are amounts received as membership dues, fees or assessments from owners of Units in the Condominium.

As an election under Section 528 is not available, the tax status of the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528, under which their tax status is uncertain. Because the By-Laws provide that the Condominium Board will act as agent of the Unit Owners they represent, the Condominium Board may take the position that the Condominium Board is not a separate taxable entity. In such a case the Unit Owners would include in their gross income, and be taxed on, income derived by the Condominium Board. This income may include interest earned from investments on the amounts that are assessed and collected from the Unit Owners, or rental income, if any.

The Internal Revenue Service may contend, however, that for purposes of those matters administered through the Condominium Board, such as assessment and expenditure of Common Charges, the Condominium Board constitutes an association separately taxable as a corporation.

In that event, the Condominium Board may be deemed to be subject to federal corporate income tax on the amount, if any, by which Common Charges (together with any income earned from other sources, such as interim investments of funds by the Condominium Board) exceed the current expenses paid or incurred by the Condominium Board that are deductible for federal income tax purposes. The Condominium Board may likewise be subject to the New York State corporation franchise tax and the New York City general corporation tax.

Under Section 528 of the Internal Revenue Code, a homeowners association board may be eligible to elect to be exempt from federal income tax on association charges collected from members of the Homeowners Association provided the requirements of Section 528 of the Internal Revenue Code with certain modifications relating to residential real estate management associations, are met. The Homeowners Association is not expected to satisfy the requirements of Section 528 of the Internal Revenue Code and the HOA Board therefore will not be able to elect tax exempt status under Section 528 of the Internal Revenue Code. In addition, the Homeowners Association may be liable for sales tax.

For a further discussion of the tax status of the Condominium and the Homeowners Association, see the Section of the Plan entitled "**Opinion of Counsel**."

NO WARRANTIES ARE MADE THAT THE INTERNAL REVENUE SERVICE OR THE NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE OF THE STATE OF NEW YORK WILL ALLOW INCOME TAX DEDUCTIONS. FURTHER NO WARRANTIES OR REPRESENTATIONS ARE MADE THAT THE TAX LAWS UPON WHICH SPONSOR'S COUNSEL BASES ITS OPINION WILL NOT CHANGE, AND IN NO SUCH EVENT WILL SPONSOR, THE SELLING AGENT, SPONSOR'S COUNSEL, THE CONDOMINIUM BOARD, COUNSEL TO THE CONDOMINIUM BOARD OR ANY OTHER PERSON CONNECTED WITH THIS OFFERING BE LIABLE IF FOR ANY REASON IT SHALL BE DETERMINED THAT UNIT OWNERS DO NOT MEET OR AT ANY FUTURE TIME CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE, THE NEW YORK TAX LAW OR ANY AMENDMENT TO EITHER OF THEM. MOREOVER, NONE OF THE AFORESAID MAKES ANY REPRESENTATIONS, GUARANTIES OR WARRANTIES WITH RESPECT TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF ANY UNIT OFFERED UNDER THE PLAN, EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND NO ONE ELSE HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS, GUARANTIES OR WARRANTIES OTHER THAN THOSE CONTAINED HEREIN.

EACH PURCHASER SHOULD CONSULT HIS OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF UNIT OWNERSHIP.

OPINION OF COUNSEL

HERRICK

October 25, 2017

Tangram House South Sponsor, LLC
136-20 38th Avenue
Flushing, New York 11354

Re: Condominium Offering Plan for 133-27 39th Avenue, Flushing, New York 11354, New York (the "Plan")

Ladies and Gentlemen:

You have requested our opinion concerning (i) the availability of certain deductions, for federal, New York State and New York City income tax purposes, to individuals (the "Unit Owners") who purchase condominium units (the "Units") in the Condominium that is located at 133-27 39th Avenue, Flushing, New York 11354 (the "Condominium"), for use as their primary residence, (ii) the treatment for such income tax purposes of the Common Charges paid or borne by the Unit Owners, (iii) the classification of the HOA (as defined below) for tax purposes, and (iv) the validity, under the method used to determine the undivided percentage interest of each Unit in the Condominium's common elements (the "Common Elements"), of Section 339-i of the Real Property Law ("Section 339-i"). Except where otherwise indicated herein, the capitalized terms used in this opinion have the same meanings as in the Plan.

For purposes of this opinion, we have reviewed the Plan, the relevant sections of the Internal Revenue Code of 1986, as amended (the "Code")[1], the New York State Tax Law (the "Tax Law"), the New York City Administrative Code (the "Administrative Code"), the regulations promulgated under each of the foregoing, and such other materials as we deemed relevant. In rendering the opinions set forth herein, we have assumed that (i) the Plan has been accepted for filing by the New York State Department of Law and is consummated in accordance with its terms and (ii) the Plan's legal consequences are as described therein.

This opinion is being issued solely to support the marketing of the Units and for no other purpose. This opinion is not intended to be used, and may not be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer under the U.S. federal tax law. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

A. Deductibility of Mortgage Interest and Real Estate Taxes.

Pursuant to the Plan, a Unit Owner will own his Unit and his appurtenant interest in the Common Elements in fee simple and, once each Unit has been separately assessed for real estate taxes as provided in the Plan, each Unit will be taxed as a separate tax lot for real estate tax

[1] Unless otherwise indicated, all "Section" references are to the Code.

purposes. Each Unit Owner may, subject to the credit and underwriting approval of such Unit Owner's lending institution, mortgage his Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

Under Sections 163 and 164, respectively, a Unit Owner will, for federal income tax purposes, be entitled to a deduction for interest paid with respect to such mortgage indebtedness and for real estate taxes paid with respect to a Unit during a taxable year, subject, however, to the conditions and limitations discussed below. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

Under Section 163(h)(3), an individual Unit Owner who uses such Unit for personal purposes may deduct "qualified residence interest" incurred with respect to the Unit. "Qualified residence interest" is defined under Section 163(h)(3)(A) as any interest which is paid or accrued during the taxable year on "acquisition indebtedness" with respect to any qualified residence of the taxpayer or "home equity indebtedness" with respect to any qualified residence of the taxpayer. "Acquisition indebtedness" is defined under Section 163(h)(3)(B) as any indebtedness which is incurred in acquiring, constructing or substantially improving any "qualified residence" of the taxpayer and is secured by such residence. "Qualified residence" is defined under Section 163(h)(4) as the principal residence of the taxpayer and one other residence of the taxpayer which is selected by the taxpayer for deduction purposes for the taxable year and which is used by the taxpayer as a residence. The taxpayer can deduct only the interest on up to $1,000,000 ($500,000 for married persons filing separately) of acquisition indebtedness. "Home equity indebtedness" is defined under Section 163(h)(3)(C) as any other indebtedness secured by a qualified residence to the extent the aggregate amount of such indebtedness does not exceed the excess, if any, of (i) the fair market value of such qualified residence over (ii) the amount of acquisition indebtedness with respect to such residence. The aggregate amount of home equity indebtedness for any period shall not exceed $100,000 ($50,000 for married persons filing separately).

The deductions for real estate taxes and mortgage interest incurred with respect to a Unit that the Unit Owner uses for personal purposes are itemized deductions that are subject to the overall limitation on itemized deductions imposed by Section 68. Under Section 68, if a taxpayer's adjusted gross income exceeds the applicable amount (as discussed below) set forth in Section 68(b) (the "Applicable Amount"), such person's itemized deductions are reduced by the lesser of (1) 3% of the amount by which such taxpayer's adjusted gross income exceeds the Applicable Amount, or (2) 80% of the amount otherwise allowable as an itemized deduction. As of the date of this opinion, the Applicable Amount is $313,800 in the case of a joint return or a surviving spouse, $287,650 in the case of a head of household (as defined in Section 2(b)), $261,500 in the case of an individual who is not married and who is not a surviving spouse or head of household and $156,900 in the case of a married individual filing a separate return. The Applicable Amount may be adjusted annually.

A Unit Owner who intends to use a Unit in a trade or business or to hold a Unit for the production of rental income may be subject to the passive activity loss rules of Section 469. A Unit Owner who intends to hold a Unit for investment may be subject to the investment interest rules of Section 163(d). A Unit Owner who holds his Unit for trade or business purposes, for the production of rental income or investment purposes should consult his personal tax advisers as to the effect of Section 469 or for Section 163(d) on his deductions.

A taxpayer who owns a Unit may be subject to the alternative minimum tax ("AMT") if the tax computed for such purposes exceeds the regular income tax. Certain deductions are not allowed in computing a taxpayer's income for AMT purposes including, generally, deductions both (1) of mortgage interest on a personal residence that is not "qualified housing interest" and (2) of real estate taxes payable in connection with such residence. Under Section 56(b), "qualified housing interest" can be deducted in computing taxable income for AMT purposes. "Qualified housing interest" is defined under Section 56(e) as qualified residence interest and is paid during the taxable year on indebtedness which is incurred in acquiring, constructing, or substantially improving (a) the principal residence of the taxpayer at the time such interest accrues or (b) a secondary residence which is selected by the taxpayer for deduction purposes for the taxable year and which is used by the taxpayer as a residence.

Under Section 615 of the Tax Law and Section 11-1715 of the Administrative Code, respectively, a Unit Owner generally will, for New York State and New York City income tax purposes, likewise be entitled to a deduction equivalent to that which is allowed for federal income tax purposes for such mortgage interest and real estate taxes paid during the taxable year. However, under New York State and New York City income tax laws, itemized deductions, including deductions for acquisition indebtedness and real property taxes, are subject to reduction by as much as 100%. Unit Owners should consult their personal tax advisers to determine their eligibility for claiming itemized deductions for New York State and New York City income tax purposes.

B. Common Charges.

As set forth in the By-Laws of the Condominium, Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board, which is an association that is not incorporated under state law. Under Section 528, if certain requirements are met, a condominium board may be eligible to elect to be treated as a "homeowners association" that is exempt from federal income tax on Common Charges collected from the Unit Owners.

Section 528 permits a condominium management association to elect the benefits of that Section and be treated as a "homeowners association" only if (a) substantially all of the

condominium units are used by individuals as residences and (b) the following conditions are met:

(1) the condominium association is organized and operated to provide for the acquisition, construction, management, maintenance and care of association property;

(2) sixty percent or more of the gross income of the association for the taxable year consists solely of amounts received as membership dues, fees, or assessments from owners of residential condominium units;

(3) ninety percent or more of the expenditures of the association for the taxable year consist of expenditures for the acquisition, construction, management, maintenance and care of association property; and

(4) no part of the net earnings of the association may inure (other than by acquiring, constructing, or providing management, maintenance and care of the association property, and other than rebate of excess membership dues, fees or assessments) to the benefit of any private shareholder or individual (collectively, the "Requirements").

Treasury Regulation Section 1.528-4(b) provides that substantially all of the units of a condominium management association will be considered as used by individuals for residences if at least 85% of the total square footage of all condominium units is used by individuals for residential purposes. In this case, the Plan indicates that less than 85% of the total square footage of all Units will be used by individuals for residential purposes. Accordingly, the Condominium Board will not be eligible to elect to be treated as a homeowners association under Section 528.

Because the Condominium Board is not eligible to be treated as a homeowners association under Section 528, and because the Condominium Board is not incorporated under state law, its status for federal tax purposes is unclear. The Condominium Board may take the position that it is simply an agent for the Unit Owners rather than taxable as a separate entity. If the Condominium Board is taxable as the agent of the Unit Owners, the Condominium Board should not be classified as a separate taxpayer with its own return filing requirements and the Common Charges are unlikely to be classified as taxable income. In such case, the Unit Owners would themselves be required to include in income, and pay tax on, their respective shares of any interest or similar income that is earned from interim investments of the Common Charges collected by the Condominium Board.

Alternatively, the Condominium Board might be taxable as a separate entity for federal tax purposes, in which case the Condominium Board might be required to characterize all or a portion of the Common Charges as taxable income. If the Condominium Board is taxable as a separate entity, it should be taxable as a partnership unless it files an election to be taxable as a corporation. As the Condominium Board plans on filing an election to be taxable as a corporation, it should itself be taxable on its net income, in the event that it is taxable as a separate entity for federal tax purposes.

The classification of the Condominium Board is likewise unclear for New York State and New York City tax purposes. Accordingly, if the Condominium Board is taxable as a corporation for these purposes, the Condominium Board would be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium Board is taxable as the agent of the Unit Owners for these purposes, it might be subject to the New York City Unincorporated Business Tax, and the Unit Owners would still be required to include on their tax returns their proportionate shares of the income, deductions and credits of the Condominium Board.

C. Status of the Homeowners Association For Tax Purposes.

The Plan contemplates the creation of an umbrella homeowners association that will operate and maintain certain improvements located in this Condominium and neighboring condominiums (the "HOA"). However, the HOA may never become operational, and we therefore express no opinion with respect to the status of the HOA or any tax implications of the HOA. This opinion will be amended to reflect the status and tax implications of the HOA in the event the HOA becomes operational.

D. Compliance with Real Property Law Section 339-i.

Section 339-i(1) requires that the Common Interest of each Unit be based on any one of the following methods of calculation:

(i) the approximate proportion that the fair value of the Unit at the date of the Declaration bears to the then aggregate fair value of all the units;

(ii) the approximate proportion that the floor area of the Unit at the date of the Declaration bears to the then aggregate floor area of all of the Units, but such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements;

(iii) in equal percentages, one for each Unit as of the date of filing the declaration, or in equal percentages within separate classifications of Units as of the date of filing the Declaration; or

(iv) upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

Article 11 of the Declaration states that the percentage interest of each Unit in the Common Elements has been calculated in accordance with Section 339-i(1)(iv) of the Real Property Law and is "based upon floor space, subject to the location of such space and the additional factors of relative value of such space to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit." The Declaration also provides that the aggregate Common Interests of all Units equal one hundred percent (100%).

In connection with this opinion, we have reviewed the opinion of FirstService Residential New York, Inc., included in Part I of the Plan, the information provided by you on Schedule A and the Floor Plans. We have assumed the statements and information contained therein are correct and accurate. We have not reviewed or verified the calculations of floor areas used in determining the sizes of Units or the Limited Common Elements, which calculations have been furnished by you.

Based on the foregoing factors and the factual opinion of FirstService Residential New York, Inc., with respect to the allocation of the Common Interest among the Units made by the Sponsor, it is our opinion that the requirements of Section 339-i of the Real Property Law have been met.

E. Caveats and Limitations

Tax Opinion

We express no opinion with respect to (i) any federal, New York State or New York City tax consequences except as specifically set forth herein, (ii) any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or (iii) any tax status or consequences of the Plan under the laws of any other state or locality in the United States or of any foreign jurisdiction. Any opinion as to tax matters is based on existing authorities, including the Code, Treasury Regulations issued pursuant to the Code, New York State tax laws, New York City tax laws, relevant court decisions and administrative pronouncements and rulings in effect as of the date hereof, any of which may change at any time and possibly with retroactive

effect. The conclusions expressed herein may be affected by events that occur after the date hereof. **Our opinions constitute our judgment of the likely outcome in the event the relevant substantive issues are litigated and in no way constitute a guarantee of the likely outcome of any such litigation. Our opinions are not binding on the Internal Revenue Service or any other tax authority, and any such authority may challenge any position taken based on our opinion, which challenge may be successful.**

Other than as explicitly discussed in this opinion, we express no opinion with respect to any tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business 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.

We express no opinion with respect to any tax consequences that may arise if Units are acquired or leased by the Condominium Board. Purchasers must also be aware that under certain circumstances a Unit Owner, by virtue of his ownership of a Unit, may be deemed to become a resident of New York City and that no opinion is expressed herein as to the circumstances under which this may occur, or with respect to the income, estate or other tax consequences that may arise therefrom. 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).

Other Opinions

The law covered by this opinion is limited to the federal law of the United States and the laws of the State and City of New York. We express no opinion with respect to the law of any other jurisdiction and no opinion with respect to the statutes, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority of any jurisdiction. The opinions contained herein are based upon our review of applicable statutory law and judicial precedent existing as of the date hereof. We assume no obligation to update or supplement this opinion to reflect any changes in statutory law or judicial precedent, or any changes in fact or circumstances, that may hereafter come to our attention pertaining to the subject matter hereof, except that this opinion will be amended to reflect the status and tax implications of the HOA in the event the HOA becomes operational.

PART C OF THIS OPINION IS EXPRESSLY LIMITED TO THE MATTERS ADDRESSED HEREIN WITH RESPECT TO SECTION 339-i AND IS NOT INTENDED, NOR SHOULD BE CONSTRUED, AS AN OPINION ON OTHER ASPECTS OF THE PLAN, SUCH AS THE VALID CREATION OF A CONDOMINIUM, WHICH IS TO BE DETERMINED BY A TITLE INSURANCE COMPANY.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

Herrick Feinstein

HERRICK, FEINSTEIN LLP

OPINION OF REAL ESTATE TAX COUNSEL

Akerman LLP
666 Fifth Avenue
20th Floor
New York, NY 10103
Tel: 212.880.3800
Fax: 212.880.8965

July 11, 2017

Tangram House South Sponsor LLC
136-20 38th Avenue
Flushing, New York 11354

RE: 421-a Partial Tax Exemption
133-27 39th Avenue
Block 4972, to-be-formed residential condominium units on p/o Lot 65 (to be known as Lot 65)
Borough of Queens
City of New York (the "Property")

Dear Sir or Madam:

This letter is in response to your request for the projection of the estimated real estate tax assessments and taxes due upon the completion of construction and creation of a residential condominium comprised of 192 residential apartments at the Property (the "Project").

You requested our projections concerning the real property tax assessment to be levied upon the Property as well as the taxes for the budget year for the first year of condominium operation, which you advised us will be the period July 1, 2018 through June 30, 2019. Based on your construction schedule, this budget year also will be deemed the first post construction year (hereinafter referred to as the "Initial Budget Year"). You advised us that the project consists of the construction of a new multiple dwelling with 192 residential apartments. You also advised us the construction of the Project originally commenced in June 2015 and that you expect construction to be completed by May 2018.

In order to prepare this letter and the projections set forth herein, you supplied us with certain information upon which we have relied. This information includes your estimated construction costs as well as a square footage analysis of the Project. We also examined publicly-available websites maintained by the NYC Department of Buildings and Department of Finance.

We also considered the recent tax assessment history of the existing Lot 65, the cost of the Project, and potential income for the new structure (if operated as a rental with 192 residential units).

In predicting the future assessed value, we gave consideration to the following factors:

1. The current claimed standard of assessment used by the Real Property Division of the New York City Department of Finance is 45% of market value;

2. The estimated cost of the construction information provided by you;

3. The building and land square footage information provided by you; and

4. The potential capitalized net income of the property if operated as a residential rental.

Real Estate Tax Assessments in New York City are made on a fiscal year basis running from July 1st of any one year to the next succeeding June 30. The status of the property on January 5th of any one year is the basis of the assessment for the fiscal year beginning that July 1st. The final assessment roll containing the final 2017/2018 assessed values was published on May 25, 2017 and we prorated (based on square footage) the following values to the Property:

Actual Assessed Value	Transition Assessed Value	Taxable Value	Tax Class
$1,249,413	$522,907	$522,907	2

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore, the prices that you set in your offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by you, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The residential condominium units will be designated as tax class 2 property and will pay on the class 2 tax rate. The 2016/2017 class 2 residential tax rate is set at $12.892 for each $100 of assessed valuation.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between one year and the next is phased in over a five-year period in equal installments. The five-year phase in does not apply to new construction or other increases due to physical improvements to the property. Increases due to such physical improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation. We believe that there will be an additional increase in value for 2018/19 as a result of the new construction which will be placed

on the assessment roll immediately and not subject to the five-year phase in as well as a general equalization increase due to the changes in use of the building. In subsequent years, part of the increases in assessed value will likely result in the taxable assessment being increased and based on a phased-in transitional assessed value.

On June 25, 2015 the New York State Legislature passed legislation extending property tax abatements for homeowners in New York City cooperatives and condominiums through June 30, 2019 at the rate of 17.5% with buildings with average assessments greater than $60,000 per unit and a greater percentage for buildings with a lesser average per unit. The law makes additional changes from the original abatement law which may eliminate such abatement benefits for units which are not the primary residence of the owner. The law further limits the benefits to a maximum of three units in the building, one of which must be the primary residence of the owner. Buildings which receive a 421-a tax exemption are not eligible for this tax benefit. It is set forth later in this letter that this building may receive 421-a tax benefits. In predicting the taxes on this building we did not given any consideration to this tax benefit. Unit owners are advised to beware of various filing deadlines that may be included in any renewed law as well as possible changes in the level of abatement and eligibility.

We caution you that it is possible that there will not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective. You should explain in your offering plan how taxes are to be allocated among unit owners prior to the apportionment of the tax lots which may be substantially different than the numbers set forth herein.

Based on the foregoing, it is our projection that the assessed value of the property (prior to any 421-a exemption) for the 2018/2019 tax year will be $17,217,415 as a transition assessed value and $9,742,408 as the actual assessed value and we utilized those numbers in estimating the real estate taxes without 421-a for the initial budget year and the first post construction tax year.

We are advised that in determining the assessed values for the individual units, the current procedures of the New York City Department of Finance call for the locking-in of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Survey office and registered at the City Register. Thus, the initial allocation of the assessed value of all units should be based on the common interest as set forth in the condominium declaration. You advised us that the common interests have been apportioned to give 100% to the residential units.

Therefore, assuming the class 2 tax rate increases to $12.956 for each $100 of assessed valuation, we make the following projections of the real estate taxes **prior to any tax abatements or tax exemptions** for the Initial Budget Year July 1, 2018 through June 30, 2019 (the 2018/2019 tax year):

July 1, 2018 through June 30, 2019 (2018/2019 Tax Year)

Taxable Assessed Value	Tax Rate	Tax
$9,742,408	12.956%	$1,262,226

You also asked us how the real estate taxes after 421-a tax exemption benefits are obtained. The 421-a Tax Exemption program was enacted pursuant to Section 421-a of the Real Property Tax Law of the State of New York ("421-a"), Section 11-245 of the Administrative Code of The City of New York and has been implemented through regulations promulgated by the New York City Department of Housing Preservation and Development (hereinafter referred to as "HPD"). The law is designed to encourage construction of new multiple dwellings by offering an exemption from real estate taxes for a period of years. The exemption covers the increase in assessed valuation resulting from construction of a new building over the prior assessed valuation on the property and eliminates (subject to a "cap" on the increase discussed below) for a period of years any taxation on that increase in assessed valuation. The exemption does not eliminate all real estate taxes. The current 421-a law covers construction commenced on or before December 31, 2015.

You have furnished us with an opinion letter from the law firm of Herrick Feinstein LLP dated January 27, 2017 (the "Herrick Opinion"), which states that the project is eligible for 421-a tax benefits. A copy of the Herrick Opinion is attached hereto. In preparing the projection of real estate taxes after 421-a tax benefits for this project we relied exclusively on the Herrick Opinion and the information and representations you have given to us. We made no independent inquiries and we accept no liability for either the eligibility of the Project for 421-a tax benefits nor the processing of the application for a 421-a preliminary certificate of eligibility or the application for a 421-a final certificate of eligibility as our firm has not been engaged to prepare, file or process the 421-a application in any manner.

You have informed us that the Property's nonresidential and/or ineligible space will occupy less than 12% of the floor area in the building. The 421-a law requires a reduction in benefits in the event that more than 12% of the project is deemed to be non-residential or ineligible footage. Based solely on the information provided to us by you, this limitation will not apply since ineligible aggregate floor area will comprise less than 12% of the Project. Therefore, in making our estimates we did not reduce our estimate of the 421-a exemption benefits for the residential units.

Utilizing the information supplied to us and based solely on the opinion of Herrick Feinstein LLP, we will assume for the purposes of this letter that the building as described above is eligible for real estate tax exemption benefits pursuant to Section 11-245 of the Administrative Code of the City of New York and §421-a of the New York State Real Property Tax Law (the "421-a Program").

The 421-a tax exemption that is applicable to this project will last for a period of 15 years as set forth below:

Year	Percent of Increased Assessed Valuation Which is Exempt
1-11	100%
12	80%
13	60%
14	40%
15	20%
16	0%

Under the 421-a program, real estate taxes are based initially on the assessed value on the property for the year prior to commencement of construction multiplied by the current tax rate. This tax is sometimes known as the "mini-tax". Because construction commenced during the 2014/2015 tax year, the "mini-tax" is determined by multiplying the total of the 2013/2014 prorated taxable assessed value of the existing lot by the current tax rate and reducing the benefit as set forth above for the ineligible aggregate floor area. Because work commenced during the 2014/2015 tax year, the clock on 421-a benefits has already commenced and the 2015/2016, 2016/2017, and 2017/2018 tax years will be considered the construction years and the 15-year exemption period shall have commenced with the 2018/2019 tax year. Thus, the 2018/2019 tax year will be considered the first of the fifteen 421-a tax years.

For 2013/2014, according to the Department of Finance records, the prorated taxable assessed value of the previously existing tax lot was $1,788,992. For 2018/19, assuming that the tax rate is $12.956 per one hundred dollars of taxable assessed valuation for the residential units, we make the following estimates of real estate taxes after taking into consideration 421-a tax benefits:

Initial Budget Year

Aggregate Taxes for all Residential Units $30,028

It should be noted that the taxes will increase in future years as the 421-a exemption declines and the assessed value likely increases.

In accordance with the requirements set forth in the Real Estate Finance Bureau Memorandum of June 24, 2014, we hereby inform you of the following:

1. There is now an expanded Geographical Exclusion Area (GEA) in the City of New York. This Property is located outside the new GEA. Thus, this building will qualify for 421-a tax benefits without any requirement for on-site affordable housing.

2. The sponsor will be exempt from the statutory requirement to register any of the dwelling units as rent stabilized with the New York State Division of Housing and Community

Renewal provided the plan is declared effective and consummated within 15 months of the issuance of the final 421-a certificate of eligibility. In the event the plan is not declared effective and consummated within 15 months of the issuance of the final 421-a certificate of eligibility, an amended final 421-a certificate of eligibility must be secured for the Property, and all of the dwelling units will be required to register the dwelling units as rent stabilized with the New York State Division of Housing and Community Renewal.

3. The sponsor intends that the building shall be exempted from the statutory obligation to register the units as rent-stabilized by reason of its condominium status.

4. That if, prior to consummation, sponsor rents any residential unit (or portion thereof) to any person other than an interim lessee, sponsor is obligated to abandon the offering plan in accordance with the provisions of 13 N.Y.C.R.R. §§ 20.1(1)(2) and 20.5(g).

Based upon our experience, we issue this letter with the estimates and caveats contained therein which the specific understanding that our projection is not a guarantee that the taxes will be exactly as estimated. In no event will we, as Sponsor's real estate tax counsel, be liable if there are changes in the facts on which we relied in issuing this projection, or if there are changes in the applicable statutes, rules and regulations of the City of New York, decisional laws or administrative agency rulings, interpretations and policies on which we relied which cause this projection to be inaccurate. Interested parties should be aware that the estimate of the initial real estate tax assessment and taxes cover a period far into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. As stated above, changes in law or policies of government agencies may radically change the projections set forth in this letter.

The projection expressed herein is that of the undersigned, and does not purport to express the opinion of the New York City Department of Finance or any city or government agency. That Department's opinions may result in substantially different total taxes for the Initial Budget Year than set forth herein. We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

Akerman LLP

AKERMAN LLP

421-A REAL ESTATE TAX BENEFIT OPINION

HERRICK

January 27, 2017

Tangram House South Sponsor LLC
136-20 38th Avenue
Flushing, New York 11354

Re: 421-a Partial Tax Exemption
133-27 39th Avenue
Block 4972, to-be-formed residential condominium units on p/o Lot: 65 (to be known as Lot: 65)
New York, NY (the "Property")

Dear Ladies and Gentlemen:

Tangram House South Sponsor LLC ("Sponsor") has requested that we provide an opinion as to the eligibility of the Property to receive partial real estate exemption benefits pursuant to the New York State Real Property Tax Law, as most recently amended by New York State Legislature bill S-6012/A-8323 of 2015 (the "Act") and Sections 11-245, 11-245.1, 11-245.1-a and 11-245.1-b of the Administrative Code of the City of New York (the "City Law") and the Rules Governing Tax Exemption Pursuant to Section 421-a of the Real Property Tax Law, as codified in Title 28, Chapter 6 of the Rules of the City of New York (the "Rules") (the Act, the City Law and the Rules, collectively, the "Program").

Sponsor has advised us that the Property is to be developed and owned as a condominium building and will contain one hundred and ninety-two (192) Class A dwelling units (the "Project"). In order for the Project to be eligible for §421-a tax benefits, it must comply with each of the eligibility requirements set forth in the Program. The application of these requirements to the Project is discussed below.

Sponsor has advised us of the following, each of which we assume is accurate in all respects:

1. The construction of the Project was commenced pursuant to a New Building Permit for an entire building based on architectural, plumbing and structural plans approved by the Department of Buildings of the City of New York ("the Plans");

2. Construction of the Project commenced on or about June 12, 2015, in accordance with the Plans;

3. After completion of construction, the Project will contain one hundred ninety-two (192) Class A dwelling units and accessory residential space, as defined in the Rules;

4. An application for a Preliminary Certificate of Eligibility ("Preliminary Certificate") will be filed with the NYC Department of Housing Preservation and Development ("HPD") prior to completion of the Building, and the Preliminary Certificate, when issued, will be with the New York City Department of Finance in accordance with the Rules; and

5. An application for a Final Certificate of Eligibility ("Final Certificate") will be filed with HPD prior to the earlier of (i) the taxable status date immediately following completion of the Project, or (ii) within one hundred and eighty (180) days of the completion of the Project.

In our opinion below, we note the following, including the advice set forth below which, for purposes of our opinion herein, we have assumed is accurate in all respects:

1. The Act and the Rules provide that the Project must contain not less than four dwelling units. Based on the architectural plans approved by the New York City Department of Buildings("DOB"), the Project will contain 192 dwelling units, and therefore this requirement will be satisfied.

2. Construction of the Project must have commenced on or before December 31, 2015. The Rules define commencement of construction as the later to occur of (a) the date upon which a new metal or concrete structure to be incorporated into the multiple dwelling that shall perform a load bearing function for such multiple dwelling is installed or (b) the date upon which a building or alteration permit for the multiple dwelling was issued based upon architectural and structural plans approved by DOB. DOB records indicate that a New Building Permit was first issued on June 12, 2015 (420653607-01-NB). Based on the attached certification of Matthew Hoelzli of Margulies Hoelzli Architecture, PLLC (the "Sponsor's Architect"), dated June 12, 2015 (**Exhibit A**), construction commenced on June 12, 2015.

3. The Rules require that construction be completed without "undue delay" which, for a project consisting of one multiple dwelling, means completion within thirty-six (36) months of the later occurring of: 1) initial installation of a new metal or concrete structure or 2) the date of the issuance of a New Building permit (based on architectural and structural plans approved by DOB). According to the Rules and as indicated by HPD, projects that are located outside of the Geographic Exclusion Area (as defined by the Act) are deemed to have been completed without undue delay. Because the Project is located outside the Geographic Exclusion Area, the Project will be deemed to have been completed without undue delay pursuant to the Rules.

4. If, one month prior to commencement of construction, the Property was improved with a residential building or buildings and the new building contains more than 20 Class A dwelling units, then the new building must contain at least five dwelling units for each Class A dwelling unit in existence one month prior to the commencement of construction. Sponsor has advised us that on such date the Property did not contain any residential buildings. Assuming the accuracy of such advice, this requirement will be met.

5. The new multiple dwelling receiving partial tax exemption under the Program may not result from the conversion or rehabilitation of any building. Because the Project received a new building permit, as described above, this requirement will be satisfied.

6. The Project may not be used as a hotel or for single room occupancy. Sponsor has advised us that the Project will not be used as a hotel or for single room occupancy. Assuming the accuracy of such advice, this requirement will be satisfied.

7. The Building may not be situated on land mapped as a public park or on land which was utilized for ten or more consecutive years prior to October 1, 1971 as a "private park" (as such term is defined in the Rules). Sponsor has advised us that the Property is not mapped as a public park and was not used as a private park as described above. Assuming the accuracy of that information, this requirement will be satisfied.

8. Except as provided in the Rules, the Project may not receive a tax exemption or tax abatement concurrently under any other provision of state or local law. Sponsor has advised us that the condominium tax lots containing the Project will not receive a tax exemption or tax abatement under any other provision of state or local law. As previously indicated, Sponsor has advised us that retail and parking spaces in the Building will not be included in the Project. Assuming the accuracy of such advice, this requirement will be satisfied.

9. For buildings that will contain more than 100 dwelling units, not less than 10% of such units must contain at least 4.5 rooms and, in addition, not less than 15% of such units must contain at least 3.5 rooms. The Project will contain 192 dwelling units and Sponsor has advised us that approximately 52% of the dwelling units will contain at least 4.5 rooms and that approximately 35% of the dwelling units will contain 3.5 rooms. Therefore, at least 10% of the units will contain 4.5 rooms and at least 15% of the units will contain 3.5 rooms, and assuming the accuracy of such advice, this requirement will be satisfied.

10. The application for a Preliminary Certificate of Eligibility must be filed with HPD after the commencement of construction and prior to the issuance of either a temporary certificate of occupancy for all residential areas or a permanent certificate of occupancy. The application for a Final Certificate of Eligibility must be filed prior to occupancy of the residential dwelling units in the Project. We have assumed that all applications and documents will be timely filed.

11. The Project must be registered with HPD pursuant to the requirements of the New York City Housing Maintenance Code. We have assumed that it will be so registered.

12. Except as provided in the City Law and the Rules, any refrigerator, air conditioner, dishwasher or clothes washer installed by the Sponsor within a dwelling unit and any boiler or furnace that provides heat or hot water for any dwelling unit must be certified as "Energy Star." We have assumed that the Sponsor will comply with this requirement.

13. The land on which the Project is to be constructed must have been "vacant, predominantly vacant, under-utilized, or improved with a non-conforming use on the operative date." "Operative Date" means, in the case of the Project, thirty-six (36) months prior to the commencement of construction. We have been advised by the Sponsor that the Property complies with this requirement.

Sponsor's Architect has certified (see **Exhibit A**) that commencement of construction was on June 12, 2015, in the 2014/2015 fiscal year. Accordingly, the Operative Date occurred in the 2011/2012 fiscal year.

Section 6-02(f)(3)(F)(a) of the Rules defines under-utilized land as land that was improved with a non-residential building or buildings each of which contained "(1) no more than the permissible floor area ratio for non-residential buildings in the zoning district in question, and (2) (i) a floor area ratio which was seventy-five percent (75%) or less of the maximum floor area ratio for residential buildings in such zoning district."

Tax Class 4, pursuant to New York State Real Property Tax Law Section 1802 is defined as "all other real property which is not class one, class two, or class three." Tax Classes 1 and 2 consist of all residential property, while Tax Class 3 consists of utility property. Therefore, Tax Class 4 consists of all commercial property and non-residential property.

According to records of the New York City Department of Finance ("DOF") (**Exhibit B**), on the 2011/2012 Operative Date, Lot: 65 was improved with a Tax Class 4 (non-residential) building.

According to the attached letter of Matthew Hoelzli of Margulies Hoelzli Architecture, PLLC (the "Architect"), dated January 25, 2017 (**Exhibit C**), on the 2011/2012 Operative Date, Lot: 65 was improved with a non-residential building containing a floor area ratio which was: (a) no more than the permissible floor area ratio for a non-residential building in such zoning district; and (b) 75% or less of the maximum permissible floor area ratio for a residential building in such zoning district.

Provided this information is correct, on the 2011/2012 Operative Date, Block: 4972, Lot: 65 qualifies as "under-utilized" under Section 6-02(f)(3)(F)(a) of the Rules.

14. The Program provides that a new multiple dwelling located outside the Geographic Exclusion Area and containing not less than four (4) dwelling units may be eligible for 421-a benefits, provided that construction is commenced prior to December 31, 2015. The Project is located outside of the Geographic Exclusion Area, Sponsor has advised us that the Project will contain 192 dwelling units, and Sponsor's Architect has certified that construction commenced on June 12, 2015 (see **Exhibit A**).

15. The Program provides that a construction period exemption for up to three (3) years and a fifteen (15) year post-construction exemption from any increase above the prior assessed valuation, up to the "Exemption Cap" as set forth in subdivision (9) of the 421-a Statute, is available for buildings located in the borough of Queens outside of the Geographic Exclusion Area, provided that construction commenced prior to December

31, 2015. The Project is located in the borough of Queens outside of the Geographic Exclusion Area, and Sponsor's Architect has certified that construction commenced on June 12, 2015. As a result, the Project will be eligible for a construction period capped exemption and a 15 year post-construction capped exemption.[1] The schedule for the post-construction partial tax exemption is as follows:

Year Following Completion of 3 Year Construction Period	Percentage of Value Which is Exempt
1-11	100%
12	80%
13	60%
14	40%
15	20%
16 and subsequent years	0%

In addition to any taxes payable pursuant to the above schedule, the Act requires that real estate taxes shall be paid each year in an amount equal to the assessed valuation of the land and any improvements thereon during the tax year preceding the commencement of such construction multiplied by the tax rate in effect for the current tax year.

To the extent that the "aggregate floor area" (as such term is defined in Section 6-01 of the Rules) of commercial, community facility and accessory use (exclusive of accessory parking located below 23 feet above curb level) exceeds 12% of the "aggregate floor area" in the Project, the amount of partial tax exemption under the Act is reduced by an amount equal to the percentage by which such floor area exceeds 12% of the "aggregate floor area." The amount of space attributable to commercial, community facility and accessory use space in the Project will be determined in accordance with the Program.

Assuming (i) the accuracy of the DOB and DOF records, (ii) that the statements and information which the Sponsor has provided are true and correct, (iii) that the statements and information provided by Sponsor's Architect are true and correct, (iv) that all applications will be timely filed and prosecuted and all requisite fees paid and (v) that all other applicable requirements of the Program are satisfied, including the requirement for the completion of construction without undue delay, and based upon such legal inquiries as we have deemed necessary or appropriate as a basis for our opinion herein and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, it is our opinion that the Project will be eligible to receive partial real estate tax exemption under the Act, as set forth above.

If any of the foregoing requirements or conditions should not be met to the satisfaction of HPD, or if any of the foregoing representations or statements should prove to be inaccurate, then the Project may not be eligible for partial real estate tax exemption under the Act. We

[1] The current Exemption Cap is equal to $84,810 per condominium unit and it increases by 3% annually on each January 5. Please note that any exemption will be as calculated and implemented by DOF upon approval of 421-a benefits by HPD.

make no representations and express no opinion as to whether or not any or all of the requirements and conditions set forth herein will be fulfilled.

In connection with this opinion, with your consent, we relied on certain City records, but we have not made an independent examination of the records of any public offices or governmental agencies or of any of Sponsor's files or records nor have we made an independent investigation of the underlying facts or assumptions referred to in this opinion letter.

Our opinion herein reflects only the application of the Act, the City Law and the Rules. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based on the Act, the City Law and the Rules and authoritative interpretations thereof in effect as of the date hereof (and published or otherwise generally available), and we assume no obligation to update, modify, revise or supplement this opinion should the Act, the City Law or the Rules be changed, in the event of any contrary interpretation of any provision of the Act, the City Law or the Rules by HPD or a court of competent jurisdiction, or otherwise. In rendering this opinion, we have not considered and hereby disclaim any opinion as to the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

We do not render any opinion except as set forth above. This opinion letter is not a guarantee and is being delivered by us solely for the benefit of the Sponsor. It is not binding upon HPD or any other administrative agency or any other person or entity. By your acceptance of this opinion letter, you agree that it may not be relied upon, circulated, quoted or otherwise referred to by any other person or for any other purpose without our prior written consent in each instance.

Very truly yours,

Herrick, Feinstein LLP

Exhibit A

City of New York
Department of Housing Preservation and Development
Office of Development
Division of Housing Incentives
Tax Incentive Programs Unit
421-a Partial Tax Exemption Program
100 Gold Street, 3-Y4
New York, NY 10038

Engineer's Certification
In Support of Commencement of Construction

Re: 133-21 39th Avenue, 133-27 39th Avenue, 37-09 College Point Boulevard, 37-12 Prince Street, Flushing, NY
Queens Block 4972, Lot 65 (f/k/a Lots 8, 10, 16 and 65) (the "Property"), being duly sworn, under penalty of perjury, deposes and says:

1. I am a Professional Engineer licensed to practice by and in good standing with the New York State Department of Education. As such, I certify to the truth of the matters set forth below in connection with the above property, which will be submitting an application for 421-a Partial Tax Exemption.

2. I am the geotechnical engineer for the proposed new residential multiple dwelling at the above Property (the "Project"). June 12, 2015 is the accurate date of "commencement of construction," i.e., the later to occur of (i) the date upon which a new metal or concrete structure to be incorporated into the multiple dwelling that shall perform a load bearing function for such multiple dwelling is installed; or (ii) the date upon which a building or alteration permit for the multiple dwelling (based upon architectural and structural plans approved by the Department of Buildings) was issued by such department, consistent with the definitions of "commencement of construction" in Section 6-01(c) Section 6-09(a) of Title 28, Chapter 6 of the Rules of the City of New York.

3. I make these statements to induce the Department of Housing Preservation and Development of the City of New York to grant a partial tax exemption pursuant to Section 421-a of the New York State Real Property Tax Law, Sections 11-245 and 11-245.1 of the Administrative Code of the City of New York, and the 421-a Rules.

4. I know that the Department of Housing Preservation and Development will rely on the veracity of these statements in granting 421-a Partial Tax Exemption. I certify that the above statements are true and correct under penalty of perjury.

Sworn to me this 12th day of June , 2015

Michele A. Salvo

Notary Public or Commissioner of Deeds

MICHELE A. SALVO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/27/2018

Dated: June 12, 2015

Engineer Signature

Issa S. Oweis, PhD., P.E.

Engineer Name

Oweis Engineering Inc.

Business Name

100 E. Hanover Ave., Suite 101, Cedar Knolls, NJ 07927

Business Address

973-539-4400

Phone Number

Exhibit B

FINAL ASSESSMENT ROLL 2011-2012 | City of New York

Taxable Status Date: January 5, 2011

EXPLANATION OF ASSESSMENT ROLL

View 2017 TENTATIVE ASSESSMENT ROLL
View January 15, 2017 - Market Value History
View May 25, 2016 - Market Value History
View 2016 FINAL ASSESSMENT ROLL
View 2016 TENTATIVE ASSESSMENT ROLL
View January 15, 2016 - Market Value History
View 2015 FINAL ASSESSMENT ROLL
View May 25, 2015 - Market Value History
View January 15, 2015 - Market Value History
View 2015 TENTATIVE ASSESSMENT ROLL
View May 25, 2014 - Market Value History
View 2014 FINAL ASSESSMENT ROLL
View 2014 TENTATIVE ASSESSMENT ROLL
View January 15, 2014 - Market Value History
View May 25, 2013 - Market Value History
View 2013 FINAL ASSESSMENT ROLL
View January 15, 2013 - Market Value History
View 2013 TENTATIVE ASSESSMENT ROLL
View May 25, 2012 - Market Value History
View 2012 FINAL ASSESSMENT ROLL
View 2012 TENTATIVE ASSESSMENT ROLL
View May 25, 2011 - Market Value History
View January 15, 2011 - Market Value History
View 2011 TENTATIVE ASSESSMENT ROLL
View 2010 FINAL ASSESSMENT ROLL
View May 25, 2010 - Market Value History
View 2010 TENTATIVE ASSESSMENT ROLL
View 2009 FINAL ASSESSMENT ROLL
View 2008 FINAL ASSESSMENT ROLL
View 2007 FINAL ASSESSMENT ROLL
View 2006 FINAL ASSESSMENT ROLL

Parcel Information

◀◀ Previous BBL Next BBL ▶▶

Owner Name:
FULTON/MAX INTERNATIONAL (HOLDINGS),

Property Address and Zip Code:
133-31 39 AVENUE 11354

Real Estate Billing Name and Address:
FULTON/MAX INTERNATIONAL (HOLDINGS
133-31 39 AVENUE

Borough:	QUEENS
Block:	4972
Lot:	65
Tax Class:	4

FLUSHING NY 11354 **Building Class:** K2 Codes

Land Information

Lot Size	Irregular	Corner
304.50FT X 317.53FT	IRREG	

Building Information

Number of Buildings	Building Size	Extension	Stories
1	229.50FT X 157.00FT		2

Assessment Information

Description	Land	Total
ESTIMATED MARKET VALUE		21,288,000
ACTUAL AV	1,386,000	9,579,600
ACTUAL EX AV	0	7,662,600
TRANS AV	1,386,000	9,547,915
TRANS EX AV	0	7,630,920

Taxable/Billable Assessed Value

	Assessed Value
SUBJECT TO ADJUSTMENTS, YOUR 2011/12 TAXES WILL BE BASED ON	1,916,995

Exemption Information

#	Code	Description	Exempt Value
1	1986-01 (47660)	ICIP IND/SPECIAL EX	7,630,920

Property is assessed at the following uniform percentages of full market value, unless limited to a lesser amount by law:

Class 1 - 6% **Class 2 - 45%** **Class 3 - 45%** **Class 4 - 45%**

Statements List | Select a BBL | Logon to NYCProperty

Exhibit C



Margulies Hoelzli *Architecture*

VIA MAIL

January 25, 2017

NEW YORK CITY DEPARTMENT OF
HOUSING PRESERVATION AND DEVELOPMENT
100 Gold Street
New York, New York 10038

RE: 133-27 39TH AVENUE
BLOCK 4972, P/O LOT: 65, TO BE KNOWN AS LOT: 65
FLUSHING, NEW YORK
OPERATIVE DATE: TAX YEAR 2011/2012 (JULY 1, 2011 – JUNE 30, 2012)

To whom it may concern:

Margulies Hoelzli Architecture, PLLC has been retained by F&T/SCG as architect of record for the captioned project. Note the following as it relates to the existing site conditions and applicable zoning for the captioned tax year:

1. Existing Building: According to the survey of the Site by Haynes Land Surveyors dated October 25, 1999, and most recently updated on June 1, 2013 (Exhibit 1), on the Operative Date, Lot: 65 was improved with a one story building that had a total floor area ratio ("FAR") of, approximately 0.56.

2. Zoning Map: Per the Zoning Resolution of the City of New York Map 10B, (Exhibit 2), on the Operative Date, Lot: 65 was located in a C4-2 zoning district.

3. Maximum Allowable Floor Area: Per the Zoning Resolution of the City of New York Section 33-122 (Exhibit 3), the maximum permissible FAR for a non-residential building in a C4-2 zoning district on the Operative Date was 4.8.

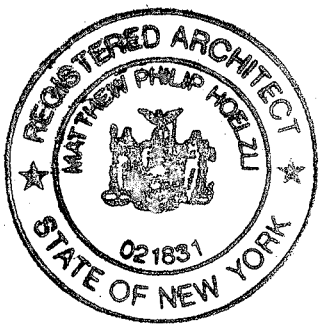
4. Maximum Allowable Residential Floor Area: Per the Zoning Resolution of New York, Section 23-151 (Exhibit 4), the maximum permissible FAR for a residential building located in a C4-2 zoning district on the Operative Date was 2.43.

5. Allowable / Actual Floor Area: The FAR of the building on Lot: 65 on the Operative Date in paragraph 1, to wit, 0.56, is less than the maximum permissible FAR for non-residential buildings in such zoning district listed in paragraph 3, to wit, 4.8, and seventy-five percent (75%) or less of the allocated maximum permissible FAR for residential buildings listed in paragraph 4, to wit, 2.43.

545 Eighth Avenue 19 fl □ New York, New York 10018 □ 212.398.5700 □ 212.398.3152 □ www.MarguliesHoelzli.com

Very truly yours,

MARGULIES HOELZLI ARCHITECTURE, PLLC

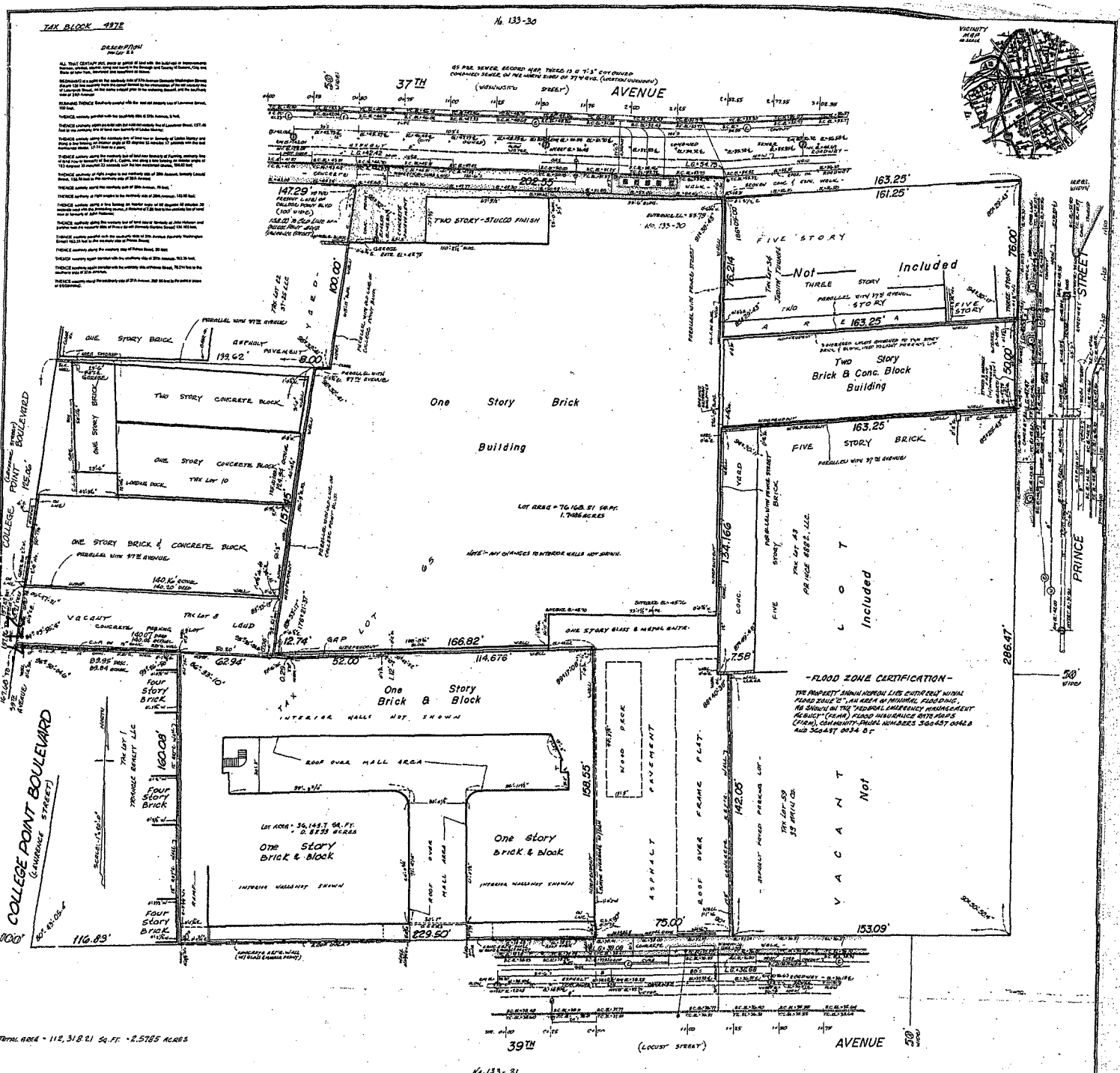


Matthew P. Hoelzli, AIA
Principal

cc: Daniel Margulies

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Exhibit 1



Map of Property situate at Flushing 2nd West Borough of Queens City of New York

TWO FULTON SQUARE WITH LOT 10 INCLUDED

DESCRIPTION
PMC Lot 6.8

ALL THAT CERTAIN plot, piece or parcel of land with the buildings or improvements thereon, erected, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 37th Avenue (formerly Washington Street) distant 132 feet easterly from the corner formed by the intersection of the said southerly line of Lawrence Street, as the same is laid down on the northerly boundary, and the southerly side of 37th Avenue;

RUNNING THENCE Southerly parallel with the said southerly line of Lawrence Street, 100 feet;

THENCE westerly, parallel with the southerly side of 37th Avenue, 8 feet;

THENCE southerly again parallel with the said old southerly line of Lawrence Street, 157.46 feet to the northerly line of land now formerly of Louisa Murray;

THENCE easterly along the northerly line of land now or formerly of Louisa Murray and along a line forming an interior angle of 83 degrees 51 minutes 30 seconds with the last mentioned course, 57.71 feet to a point;

THENCE southerly along the northerly line of land now or formerly of Fleming, continuing line of land now or formerly of Sarah E. Coates, and along a line forming an interior angle of 183 degrees 32 minutes 30 seconds with the last mentioned course, 184.62 feet;

THENCE southerly at right angles to the northerly side of 38th Avenue, formerly Locust Street, 136.56 feet to the northerly side of 39th Avenue;

THENCE easterly along the northerly side of 39th Avenue, 75 feet;

THENCE northerly at right angles to the northerly side of 39th Avenue, 153.09 feet;

THENCE easterly again parallel with the northerly side of 39th Avenue, 153.09 feet to the southerly side of 37th Avenue;

THENCE northerly again parallel with the northerly side of Prince Street, 76.214 feet to the southerly side of 37th Avenue;

THENCE westerly along the southerly side of 37th Avenue, 206.25 feet to the point or place of BEGINNING.

NOTE:
1. DOUBLE (*) WITH THE HIGHWAY DEPARTMENT OF NEW YORK DETAILING INSTRUMENTS, OR MODIFYING ANY NEW OR EXISTING CURBS, WALKS OR ROADWAYS IN THE STREET OR SHOWN HEREON.
2. SUBSURFACE INFORMATION SHOWN HEREON WAS OBTAINED FROM VARIOUS CITY DEPARTMENTS AND/OR PRIVATE UTILITY COMPANIES. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR ANY OF THIS DATA.
3. THIS IS TO CERTIFY THAT THERE ARE NO VISIBLE STREAMS OR NATURAL WATER COURSES IN THE PROPERTY AS SHOWN ON THIS SURVEY.
4. ELEVATIONS REFER TO DATUM: DATUM OF THE BOROUGH OF QUEENS, WHICH IS 2.09 FEET ABOVE THE U.S. COAST AND GEODETIC SURVEY DATUM AT SANDY HOOK.

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THE SURVEY MAY NOT BE USED BY THE LAND SURVEYOR'S CERTIFIED DATES OR DESIGNATED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.
GUARANTEES OR CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON AND/OR PERSONS FOR WHOM THE SURVEY IS PREPARED AND ON OTHER WHEN NOTED TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEES OF THE LENDING INSTITUTION, SUMMATTER OR CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

LEGEND:
- L.O. = ESTABLISHED LEGAL CURB GRADE (TOP OF CURB)
- T.C. EL. = TOP OF CURB ELEVATION (ACTUAL)
- B.C. EL. = BOTTOM OF CURB ELEVATION (ACTUAL)
- T.W. EL. = TOP OF WALL ELEVATION (ACTUAL)
- B.W. EL. = BOTTOM OF WALL ELEVATION (ACTUAL)
- + EL. = SPOT ELEVATION

- (S) SEWER MANHOLE
- (W) WATER MANHOLE
- (E) or (E) ELECTRIC MANHOLE, HANDHOLE OR VAULT
- (T) TELEPHONE MANHOLE
- (M) MANHOLE (TYPE UNKNOWN)
- W.V. WATER VALVE
- G.V. GAS VALVE
- HYDRANT
- UTILITY POLE
- OVERHEAD SERVICE WIRES
- LIGHT POLE
- CATCH BASIN
- SIGN
- DRAIN
- TREE
- TREE IN TREE PIT
- TREE PIT (NO TREE)
- CONCRETE PAVEMENT, WALK OR FLAGTOPS
- CONCRETE CURB
- STONE CURB
- STEEL FACED CONC. CURB

STATE OF NEW YORK — LICENSED LAND SURVEYOR — LOUIS HAYNES

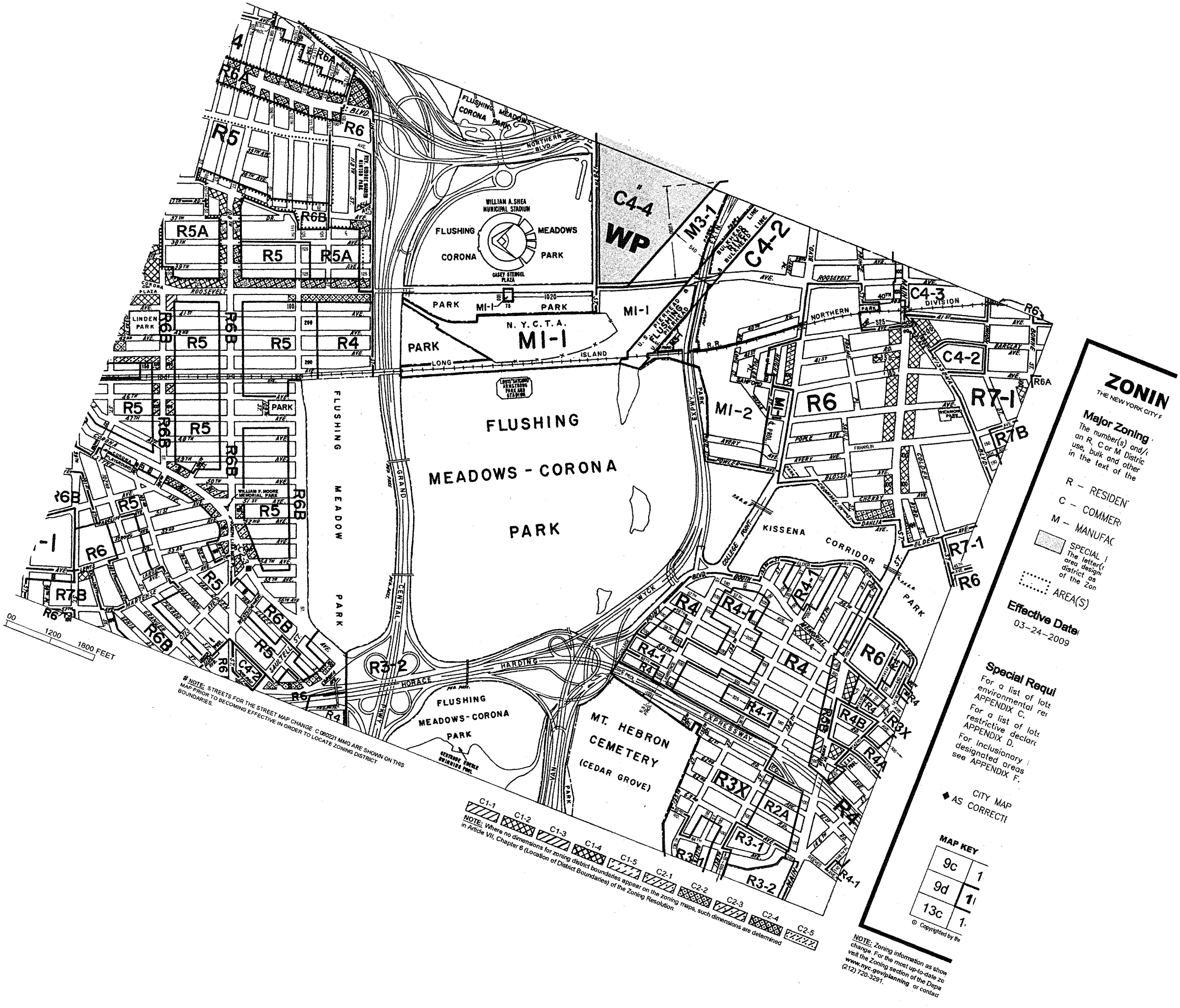
Haynes Land Surveyors
Professional Land & City Surveyors
199 Lafayette Drive
Syosset, NY. 11791
Phone 718-631-7195/516-496-1790
Fax 516-496-1790
e mail: HaynesSurveyors@aol.com

Scale: 1"=20'-0" Surveyed October 26, 1999
Revised to show as built data: December 13, 1999
SURVEY UPDATED TO: SEPT. 9, 2005
UPDATED TO: JUNE 7, 2006
UPDATED TO: DEC. 9, 2006
DATES SHOWN (Equal Title Year of 4) PROVIDED ABOVE IS: 2007
SURVEY UPDATED TO: JUNE 1, 2015
TITLE NO. 2015-00 :- OCTOBER 23, 2015

SURVEY PREPARED FOR: - TITLE No. H94194

SUMMIT ASSOCIATES
FIRST AMERICAN TITLE INSURANCE COMPANY
HSBC LAND TITLE AGENCY (USA) LLC
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE, ITS SUCCESSORS AND/OR ASSIGNS
TWO FULTON BRIDGE, LLC

Exhibit 2



NOTE: STREETS FOR THE STREET MAP CHANGE C 080221 MMQ ARE SHOWN ON THIS MAP PRIOR TO BECOMING EFFECTIVE IN ORDER TO LOCATE ZONING DISTRICT BOUNDARIES.

C1-1 C1-2 C1-3 C1-4 C1-5 C2-1 C2-2 C2-3 C2-4 C2-5

NOTE: Where no dimensions for zoning district boundaries appear on the zoning maps, such dimensions are determined in Article VII, Chapter 6 (Location of District Boundaries) of the Zoning Resolution.

ZONIN

THE NEW YORK CITY F

Major Zoning

The number(s) and/ an R, C or M Distric use, bulk and other in the text of the

R – RESIDEN

C – COMMER

M – MANUFAC

SPECIAL The letter(area design district as of the Zon

AREA(S)

Effective Date

03-24-2009

Special Requi

For a list of lots environmental re APPENDIX C.

For a list of lots restrictive declara APPENDIX D.

For Inclusionary designated areas see APPENDIX F.

CITY MAP AS CORRECTI

MAP KEY

9c	1
9d	1
13c	1

© Copyrighted by th

NOTE: Zoning information as show change. For the most up-to-date zo visit the Zoning section of the Depa www.nyc.gov/planning or contac (212) 720-3291.

Exhibit 3

for the applicable #Residence District# within which such #Commercial District# is mapped in Column A. However, for the districts in which the allowable #floor area ratio#, as set forth in paragraph (b) of Section 24-111 or, for #Quality Housing buildings#, as set forth in Section 23-153, exceeds the amount permitted for a #zoning lot# containing #commercial uses#, as set forth in Column A, the provisions of paragraph (b) of Section 24-111 or Section 23-153, as applicable, shall be used to compute the maximum #floor area# permissible for the #zoning lot# unless modified pursuant to Section 74-903.

(10/11/12)

33-122
Commercial buildings in all other Commercial Districts

C1-6 C1-7 C1-8 C1-9 C2-6 C2-7 C2-8 C3 C4 C5 C6 C7 C8

In the districts indicated, the maximum #floor area ratio# for a #zoning lot# containing only #commercial uses# shall not exceed the #floor area ratio# set forth in the following table:

Districts	Maximum #Floor Area Ratio#
C3	0.50
C4-1 C8-1	1.00
C1-6 C1-7 C1-8 C1-9 C2-6 C2-7 C2-8 C7 C8-2 C8-3	2.00
C4-2A C4-3A	3.00
C4-2 C4-2F C4-3 C4-4 C4-4D C4-5 C4-6	3.40
C4-4A C4-4L C4-5A C4-5X C5-1	4.00
C4-5D	4.20
C8-4	5.00
C6-1 C6-2 C6-3	6.00
C6-3D	9.00
C4-7 C5-2 C5-4 C6-4 C6-5 C6-8	10.00

Exhibit 4

than #affordable independent residences for seniors#).

In this second #building#, at a later time the #community facility floor area# could be #converted# to #residential floor area#, but under no conditions could the #building# containing #affordable independent residences for seniors# be changed to a #residence# not subject to the restrictions encompassed in the definition of #affordable independent residence for seniors# in Section 12-10.

Where #floor area# in a #building# is shared by multiple #uses#, the #floor area# for such shared portion shall be attributed to each #use# proportionately, based on the percentage each #use# occupies of the total #floor area# of the #zoning lot#, less any shared #floor area#.

In addition to complying with the provisions of this Section, all #zoning lots# shall be subject to the provisions set forth in Section 23-22 (Maximum Number of Dwelling Units) as well as all other applicable #bulk# regulations as set forth in this Chapter.

(3/22/16)

23-151
Basic regulations for R6 through R9 Districts

R6 R7 R8 R9

In the districts indicated without a letter suffix, the minimum required #open space ratio# and the maximum #floor area ratio# for any #zoning lot# shall be determined by the #height factor# of such #zoning lot# as set forth in this Section.

MINIMUM REQUIRED OPEN SPACE RATIO
AND MAXIMUM FLOOR AREA RATIO
R6 through R9 Districts

	In R6 Districts		In R7 Districts		In R8 Districts		In R9 Districts	
For #zoning lots# with a #height factor# of	Min. Req. #open space ratio#	Max. #floor area ratio#	Min. Req. #open space ratio#	Max. #floor area ratio#	Min. Req. #open space ratio#	Max. #floor area ratio#	Min. Req. #open space ratio#	Max. #floor area ratio#

1	27.5	0.78	15.5	0.87	5.9	0.94	1.0	0.99
2	28.0	1.28	16.0	1.52	6.2	1.78	1.4	1.95
3	28.5	1.62	16.5	2.01	6.5	2.51	1.8	2.85
4	29.0	1.85	17.0	2.38	6.8	3.14	2.2	3.68
5	29.5	2.02	17.5	2.67	7.1	3.69	2.6	4.42
6	30.0	2.14	18.0	2.88	7.4	4.15	3.0	5.08
7	30.5	2.23	18.5	3.05	7.7	4.55	3.4	5.65
8	31.0	2.30	19.0	3.17	8.0	4.88	3.8	6.13
9	31.5	2.35	19.5	3.27	8.3	5.15	4.2	6.54
10	32.0	2.38	20.0	3.33	8.6	5.38	4.6	6.85
11	32.5	2.40	20.5	3.38	8.9	5.56	5.0	7.09
12	33.0	2.42	21.0	3.41	9.2	5.71	5.4	7.30
13	33.5	2.43	21.5	3.42	9.5	5.81	5.8	7.41
14	34.0	2.43	22.0	3.44	9.8	5.92	6.2	7.52
15	34.5	2.43	22.5	3.42	10.1	5.95	6.6	7.52
16	35.0	2.42	23.0	3.41	10.4	5.99	7.0	7.52
17	35.5	2.42	23.5	3.40	10.7	6.02	7.4	7.52
18	36.0	2.40	24.0	3.38	11.0	6.02	7.8	7.46
19	36.5	2.39	24.5	3.36	11.3	6.02	8.2	7.41
20	37.0	2.38	25.0	3.33	11.6	6.02	8.6	7.35
21	37.5	2.36	25.5	3.30	11.9	5.99	9.0	7.25

For #zoning lots# with #height factors# greater than 21, the minimum required #open space ratio# shall be as set forth in the following table:

OPEN SPACE RATIO FOR HIGH BUILDINGS

District	Minimum Required #Open Space Ratio# at #Height Factor# of 21	Additional Required #Open Space Ratio# for each Additional #Height Factor#
R6	37.5	0.5

WORKING CAPITAL FUND; CLOSING ADJUSTMENTS WITH CONDOMINIUM BOARD; RESERVE FUND

Working Capital Fund

At the closing of title to each Residential Unit sold by Sponsor to a Purchaser, such Purchaser shall contribute to the Condominium Board for its working capital a sum equal to two months' Common Charges (the "**Working Capital Fund**").

The Working Capital Fund may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Condominium Board in its sole discretion. While Sponsor is in control of the Condominium Board, the Working Capital Fund may not be used to reduce projected Common Charges in the Plan.

No representation is made that the Working Capital Fund will be, or is intended to be, adequate to cover the expenses of the Residential Section for the first or any subsequent year of condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Common Charges.

THE PROPERTY IS OFFERED IN ITS CURRENT CONDITION AS SET FORTH IN THE PLAN, WITHOUT ANY OBLIGATION ON THE PART OF SPONSOR OR THE SELLING AGENT OR MANAGING AGENT TO MAKE ANY REPAIRS OR IMPROVEMENTS. NO GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND OR UPON THE PHYSICAL CONDITION OF THE BUILDING.

Closing Adjustments with Condominium Board

At the First Closing, Sponsor shall apportion the following items with the Condominium Board as of the day immediately preceding the First Closing:

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

(b) Fees for assignable permits and licenses, if any;

(c) Charges for electricity for the Common Elements and gas for the Common Elements and for cooking in the Units;

(d) Water and sewer charges;

(e) Payments under service and maintenance contracts and concession agreements;

(f) Real estate taxes on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(g) Cost of supplies on hand at Sponsor's cost; and

Premiums for transferable insurance policies, provided coverage of the policies conforms to that set forth in Schedule B.

If any of the foregoing items to be apportioned and adjusted cannot be apportioned and adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final apportionment and adjustment will be made as soon thereafter as the undetermined amounts are ascertained. The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended, shall apply to the apportionments and adjustments described above, except as otherwise provided herein.

If the result of the closing adjustments and apportionments made with the Condominium Board is a net credit in favor of Sponsor, the amount of such net credit shall be paid to Sponsor at the time of the First Closing, to the extent available, out of the Working Capital Fund. If, because insufficient funds are available from the Working Capital Fund, Sponsor is not paid the full amount of the net credit to which it is entitled at the time of the First Closing, the unpaid balance of the net credit in favor of Sponsor shall be paid to Sponsor by the Condominium Board, without interest, in twelve equal consecutive monthly installments pursuant to the terms of a negotiable promissory note to be executed at the First Closing by the Condominium Board, on behalf of all Residential Unit Owners; except that all contributions to the Working Capital Fund made by Purchasers after the First Closing shall be immediately paid over to Sponsor in repayment of said promissory note and applied to payment of such monthly installments in the inverse order in which they become due.

Reserve Fund

No funds will be set aside by Sponsor as a reserve for capital expenditures. Since no reserve fund is being provided by Sponsor under this Plan and Schedule B does not provide for yearly contributions to a reserve fund for capital expenditures, Sponsor does not represent or warrant that the Condominium will have sufficient funds for any such capital expenditures within five years following the Closing Date should such capital expenditures be needed. Because the building is being newly constructed, Sponsor does not anticipate that there will be a need for major capital expenditures during such five (5)-year period. Schedule B provides for an amount for contingencies and an amount for replacement reserve, which the Condominium Board may elect to use to apply to some or all of the costs of any needed capital expenditures. The Condominium Board, in its discretion and subject to the provisions of the By-Laws, may decide in the future to create a reserve fund by special assessment or increase in the Common Charges.

MANAGEMENT AGREEMENTS, CONTRACTS AND LEASES

Condominium Management Agreement

It is, at present, contemplated that at or before the First Closing, the Condominium Board will enter into a management agreement with the Managing Agent, FirstService Residential which has offices at 622 Third Avenue, New York, New York 10017, for an initial term of one year from the date of the First Closing. After the expiration of the initial term, the management agreement will be automatically renewed for successive 1 year periods until canceled by either party at the end of a calendar month on 60 days' prior written notice.

The Managing Agent will receive an annual fee of $96,000 for the first year of the term, payable in equal monthly installments of approximately $8,000. Thereafter the annual fee shall be increased annually by 3%. The annual fee shall be payable in equal monthly installments in advance on the first day of each month. The Managing Agent will be entitled to additional fees for certain special services performed by it. The monthly fee will be paid by the Condominium Board and will be charged to all Unit Owners as a Common Expense (See Footnote 9 to Schedule B).

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

(a) Routine supervision of the Condominium's building service employees.

(b) Through the use of Owner's building service employees and/or independent contractors retained on behalf of the Owner, cause the common elements of the Condominium, to be maintained in such condition as may be deemed advisable by the Condominium Board and shall provide Owner with advice about the operation of the mechanical equipment in the Property.

(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, and orders of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body.

(d) Enter into contracts in the name of, and at the sole expense of the Condominium 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.

(e) Purchase on behalf of the Condominium all supplies which shall be necessary to properly maintain and operate the Property.

(f) Upon request by the Condominium Board, cause to be effected and/or maintained (if obtainable) insurance.

(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 bills at the Condominium Board's direction.

(h) Accept applications and obtain references from all prospective Residential Unit Owners, tenants and subtenants.

(i) Schedule the moving in and out of Unit Owners, tenants and subtenants.

(j) Bill or cause to be billed Unit Owners and tenants and licensees for common charges, rents and other charges.

(k) Consider and, when reasonable, attend to the complaints of Unit Owners and tenants

(l) Cooperate with the Condominium Board'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.

(m) Prepare and submit annually to the Condominium Board, an operating budget.

(n) When requested, send notices to the board members and Unit Owners.

(o) Process applications by Unit Owners for permission to alter their Units.

All expenses incurred by the Managing Agent in performance of its duties will be reimbursed by the Condominium Board and charged to the Unit Owners as a Common Expense. In addition, the Condominium Board will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or for personal injury or property damage not resulting from the Managing Agent's gross negligence or willful misconduct.

The management agreement shall not be assignable by the Managing Agent.

Other Contractual Agreements

It is anticipated that upon commencement of condominium operation, the Property will be subject only to the maintenance, service and concession agreements described in the Footnotes to Schedule B.

IDENTITY OF PARTIES

Sponsor

Sponsor is Tangram House South Sponsor LLC, a Delaware limited liability company, having an office at c/o Fulton SCG Development LLC, 136-20 38th Avenue 12th Floor, Flushing, New York 11354. The principals of Sponsor are Sunny Chiu and Jinglei Zhou. Mr. Chiu has a business address of: c/o Fulton SCG Development LLC, 136-20 38th Avenue 12th Floor, Flushing, New York 11354. Mr. Zhou has a business address of 1500 Broadway, New York, New York 10036.

Mr. Chiu has been active in real estate for over 20 years and has been involved in a wide variety of real estate activities including acquisitions, sales, development, private debt financing, and asset and property management. Mr. Chiu has previously offered properties for sale in New York as condominiums as follows:

- One Fulton Square Residential Condominium (2012): development of 65 Unit building
- Queens Crossing Condominium (2006): acquisition of land and development of 96 Unit building
- Park East Condominium (2006): acquisition of hotel, pre-development of 171 Unit building

Mr. Chiu is currently offering the following property for sale in New York:

- Tangram Tower (2017): development of 50 Unit building

Mr. Zhou is currently an Executive Vice President of SCG America Group Inc. ("SCGA"). Mr. Zhou is experienced in Construction Management and Real Estate Development where he has successfully acted as the owner's representative/developer for projects in New York City and Los Angeles. Prior to working in the United States, Mr. Zhou worked for Shanghai Construction Group, the parent company of SCGA, as a Construction Manager where he was responsible for overseeing the planning, budgeting and contract negotiations on over 3 million square feet of completed projects where the asset classes include hotel, office and retail. Mr. Zhou is currently offering the following property for sale in New York as a condominium:

- Tangram Tower (2017): development of 50 Unit building

SCGA is currently offering the following property for sale in New York as a condominium:

- The Towers Units at MiMa Condominium (2016): development of 151 Unit building

Sponsor's Attorneys

Sponsor has retained the law firm of Herrick, Feinstein LLP, having offices at 2 Park Avenue, New York, New York 10016 ("Sponsor's Attorneys"), to represent it in connection with the Plan. Erin S. Goodman of such firm has had primary responsibility for the preparation of the Plan.

Herrick Feinstein, LLP will represent Sponsor in connection with individual Unit closings.

Herrick, Feinstein LLP has provided an opinion regarding 421-a tax benefits.

Herrick, Feinstein LLP will be the Escrow Agent.

Sponsor has retained Akerman LLP, having offices at 666 Fifth Avenue, 20th Floor, New York, New York 10103 ("Sponsor's Real Estate Tax Counsel") to provide an opinion regarding real estate taxes.

The Selling Agent

The Selling Agent is Fultonex Realty, LLC, having an address at 136-17 39th Avenue Unit 3G, Flushing, New York 11354. The Selling Agent is a licensed real estate broker who acted as the exclusive selling agent for Flushing Commons (37-10 37th Avenue, Flushing, NY 11354). The four principals of Fultonex have between seven and thirty years of experience selling real estate. It is affiliated with Sponsor.

The Managing Agent and HOA Managing Agent

It is anticipated that FirstService Residential New York, Inc. ("FirstService Residential") will be the Managing Agent for the Condominium and the HOA Managing Agent for the Homeowners Association. FirstService Residential, which has an office at 622 Third Avenue, New York, New York 10017 is a licensed real estate broker. FirstService Residential is not affiliated with Sponsor. FirstService Residential has been engaged in the development ownership, operation and management of New York City properties for over twenty-five years. It manages more than 500 properties that include condominiums, cooperatives and rentals.

Among the buildings currently managed by FirstService Residential New York, Inc., are:

Flushing Commons, 37-10 37th Avenue, Queens

DKLB BKLN, 80 Dekalb Avenue, Brooklyn

One Hanson, 1 Hanson Place, Brooklyn

The Oosten, 429 Kent Ave, Brooklyn

Williamsburg Social, 250 Bedford Avenue, Brooklyn

125 North 10th Street, Brooklyn

Marc Kotler, Senior Vice President, New Development Consulting and Property Management of FirstService Residential, prepared and certified the budgets set forth in Schedule B and Schedule C.

It is anticipated that LIVunLtd, which is affiliated with FirstService Residential and has an office at 622 Third Avenue, New York, New York 10017 will be the managing agent for the amenities in the Hotel Condominium if such condominium is built. An agreement will be made with the HOA Managing Agent to determine the rights, obligations and costs of the managing agent of the amenities in the Hotel Condominium.

There are no prior convictions, injunctions or judgments against the Managing Agent or the HOA Managing Agent.

Architect and Engineer

The report on the physical condition of the Building and the floor plans included as part of the "Description of Property and Specifications" contained in Part II of this Plan as Document Number 4 were prepared by Sponsor's architect, Matthew Hoelzli, AIA having an office at Margulies Hoelzli Architecture, PLLC, 545 8th Avenue, 19th Floor, New York, NY 10018. Matthew Hoelzli is the Design Principal of his firm and has over 30 years' experience in architecture and project management. He has led his firm in a number of complex and significant projects including One Fulton Square Condominiums Inc., 39-16 Prince St Flushing, NY and Queens Crossing Condominium, 136-20 38th Ave Flushing, NY.

Relationship of Parties

Sponsor and its principals have an affiliation with the Selling Agent. There is no financial affiliation between Sponsor and Sponsor's architect or any other person or firm who will provide services to the Condominium after the First Closing, other than Sponsor's obligation to pay fees for services rendered.

There are no prior convictions, injunctions or judgments against Sponsor, its principals, the Selling Agent, the Managing Agent or the HOA Managing Agent.

REPORTS TO UNIT OWNERS

Pursuant to the By-Laws, it is the obligation of the Condominium Board

(i) to submit to the Unit Owners and, if so requested, to any Permitted Mortgagee within four (4) months after the end of each fiscal year of the Condominium an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant;

(ii) to give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting no later than five (5) business days prior to the date fixed for the meeting; and

(iii) to prepare and distribute to all Unit Owners, at least annually, a budget setting forth its projection of the Common Expenses for the coming fiscal year of the Condominium not later than ten (10) days prior to the date upon which the first installment of newly determined Common Charges is due.

The budget shall be certified while Sponsor is in control of the Board.

DOCUMENTS ON FILE

Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all exhibits submitted to the Department of Law in connection with the filing of the Plan on file and available for inspection without charge (and copying at a reasonable charge) at the office of the Selling Agent for a period of six (6) years from the date of the First Closing. Sponsor will deliver to the Condominium Board a copy of all Condominium Documents filed with the appropriate recording office at the time of the First Closing.

The Declaration and the By-Laws will be recorded in the Register's Office prior to or concurrently with the First Closing. In addition, a set of the Floor Plans showing the layout, locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate Governmental Authority as conforming to the official tax lot number for each such Unit, will be filed with the Register's Office when the Declaration is recorded.

GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. The Plan does not contain a full summary of all the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding against Sponsor that could materially affect this offering, the rights of Purchasers, the Property, the Condominium, or the operation thereof. In a personal injury action against an entity affiliated with Sponsor entitled Intriago v. Two Fulton Square et. al., it is Sponsor's opinion that this action is without merit, and in any event defendants are adequately covered by insurance and this litigation will not affect this offering. Updates of the disclosed litigation will be provided in duly filed amendments to the Plan.

To Sponsor's actual knowledge, the Property has not been the subject of any prior cooperative or condominium offering plans. An application to test the market under Cooperative Policy Statement Number 1 was accepted by the Department of Law on June 30, 2017.

In accordance with the provisions of the laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person because of sex, race, creed, color, national origin, ancestry, or other ground proscribed by Applicable Law in the sale of the Units offered by Sponsor pursuant to the Plan or in the leasing of any such Units or any other portion of the Building.

Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise the Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers, or prospective Purchasers, without obtaining the consent of such Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in case of uncured default), nor unilaterally change the Purchase Price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. In the case of a material revision adversely affecting in any material respect the rights, obligations or liabilities of then existing Purchasers or reducing the undertakings or obligations of Sponsor, such Purchasers will be given the right to rescind their Purchase Agreements and be refunded all monies paid thereunder, with interest earned thereon, if any, within thirty (30) days after the Presentation Date of the amendment.

All statements and representations made in the Plan with respect to items prepared by others have been made by Sponsor in reliance upon the Persons responsible for the preparation of such items and their authority as experts.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine, or neuter, includes the other two.

No Person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

SPONSOR'S STATEMENT OF SPECIFICATIONS

Sponsor adopts the report prepared by Matthew P. Hoelzli, Margulies Hoelzli Architecture, PLLC. having an office at 545 Eighth Avenue, New York, New York 10018 and included as part of the "Description of Property and Specifications" contained as **Document Number 4** in Part II of the Plan. Sponsor represents that, to the best of its knowledge, said report accurately states the description and specification or building condition as of the date it was prepared. Sponsor represents that it has no knowledge of any material defects or need for major repairs to the property except as set forth in the Description of Property and Specifications as of such date.

PART II

CONDOMINIUM OFFERING PLAN

TANGRAM HOUSE SOUTH CONDOMINIUM
133-27 39TH AVENUE
FLUSHING, NEW YORK 11354

DOCUMENT NUMBER 1

PURCHASE AGREEMENT

TANGRAM HOUSE SOUTH SPONSOR LLC,
as Seller,

with

_____,
as Purchaser.

For Unit Number _____

at

TANGRAM HOUSE SOUTH CONDOMINIUM

133-27 39TH AVENUE
FLUSHING, NEW YORK 11354

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PURCHASE AGREEMENT

made this ___ day of _____, 20__

between

TANGRAM HOUSE SOUTH SPONSOR LLC, as the Seller

and

_____, as the Purchaser

Recitals:

(A) The name of the Condominium is Tangram House South Condominium.

(B) The name of the Seller is Tangram House South Sponsor LLC.

(C) The name of the Purchaser is _____.

(D) The address of the Property is 133-27 39th Avenue, Flushing, New York 11354.

(E) The condominium unit covered by this Agreement is the condominium unit designated in the Declaration as Unit Number _____ (the "**Unit**").

(F) The Common Interest appurtenant to the Unit is _____%

(G) The Purchaser's residence address, if an individual, or business address, if an entity, is _____, New York.

(H) The Purchaser's telephone number is _____.

(I) The Purchaser's facsimile number is _____.

(J) The Purchaser's social security number or federal identification number is _____.

(K) The Purchaser's attorney is:

(a) Name: _____

(b) Address: _____

(c) Telephone Number: _____

(L) The purchase price for the Unit is $_____.

(M) The Total Purchase Price (the "**Purchase Price**") is $_____.

(N) The payment on account of the Purchase Price that is payable herewith (the "**Down Payment**") is $_____ (equal to 10% of the Purchase Price) .

(O) The balance of the Purchase Price (the "**Balance**") is $_____ in addition to any amount set forth in (Q) below.

(P) Purchaser is also acquiring by assignment of Storage License ____ for a price of $_____ to be paid in full at closing, which amount shall be deemed a part the Balance due at closing for all purposes hereunder *[cross out to the extent inapplicable]*.

(Q) Purchaser is also acquiring a percentage interest in the Resident Manager's Unit.

1. The Plan. The Purchaser acknowledges receiving the Plan and having been afforded three (3) full business days to review the Plan and any filed amendments prior to signing this Agreement. In the event Purchaser has not received the Plan and filed amendments at least three (3) full business days prior to signing this Agreement, Purchaser shall have seven (7) days to rescind this Agreement and have the full Down Payment refunded promptly. Such rescission must be by written notice, addressed to Sponsor, and be postmarked or hand delivered by midnight of the 7th day following the day Purchaser delivered the executed Agreement and Down Payment to be signed by Sponsor. The Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the proposed Condominium Documents contained in Part II of the Plan) and agrees to be bound by the terms and conditions thereof, as well as all amendments to, the Plan duly filed by the Seller (including, without limitation, amendments involving any changes, modifications or updating of the estimated Common Charges, the estimated real estate taxes to be paid by the Purchaser or the section of the Plan entitled "Schedule B: Projected Budget for the First Year of Condominium Operation.") Any such amendments shall not excuse the Purchaser from performing the Purchaser's obligations hereunder, nor shall they entitle the Purchaser to any offset or credit against the performance of the Purchaser's obligations hereunder, nor shall they entitle the Purchaser to any offset or credit against the Purchase Price. Any such amendments may be made by the Seller without the Purchaser's consent or approval; subject to the Purchaser's right to rescind in the event of a material amendment to the Plan or the Condominium Documents which adversely affects in any material respect the Purchaser's rights hereunder or under the Plan as more specifically set forth in the Plan. The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. The Purchaser acknowledges having had a full opportunity to examine all documents and investigate all statements made herein and in the Plan.

2. Definitions.

(a) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Plan, unless the context otherwise requires.

(b) The terms "**closing**," "**closing of title**" and words of similar import are used synonymously and mean the settlement of the mutual obligations of the Seller and the Purchaser under this Agreement, including the payment to the Seller of the Purchase Price and the delivery to the Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.

3. Agreement to Purchase. The Seller agrees to sell and convey, and the Purchaser agrees to purchase, the Unit for the Purchase Price stated above, upon and subject to the terms and conditions set forth in this Agreement.

4. Payment of the Purchase Price.

(a) The Purchaser shall deliver to the Selling Agent herewith the Purchaser's check made payable to "Herrick Feinstein LLP, as Escrow Agent" in the amount of the Down Payment. Such check shall be accepted subject to collection. The Balance shall be paid to the Seller by the Purchaser at the closing.

(b) Except for the Down Payment, which is to be paid as provided above, any payments to be made by the Purchaser under this Agreement (including, without limitation, the payment of the Balance), whether to, on behalf of or at the request of the Seller, shall be made by unendorsed certified personal check or official cashier's check, in either event made payable to the order of the Seller and drawn on a bank to which checks are presented for payment through the New York Clearing House Association, or at the Seller's option, by wire transfer to an account designated by the Seller; except that at the request of the Seller made at or prior to the closing, the Purchaser shall pay the Balance to such payees as the Seller may direct.

(c) If any check is returned for insufficient funds or any other reason, such return shall be deemed to be a default by the Purchaser under this Agreement and shall entitle the Seller to exercise any of the remedies set forth in Paragraph 14 hereof. Notwithstanding the foregoing, if a check representing payment of the Down Payment is returned for insufficient funds or any other reason, such return shall be deemed to be a non-curable default by the Purchaser and this Agreement shall automatically be deemed cancelled. Upon the cancellation of this Agreement, the Purchaser and the Seller 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 the Purchaser for any of the proceeds of such sale.

5. No Financing Contingency. While the Purchaser is free to seek mortgage financing from any lending institution to purchase the Unit, the rights and obligations of the Purchaser hereunder (including without limitation, the obligation of the Purchaser to close on this transaction) are not conditioned upon the Purchaser's ability to obtain financing for the purchase of the Unit. Accordingly, in the event that the Purchaser fails to pay the balance of the Purchase Price when due, because the Purchaser has been unable to obtain mortgage financing (or otherwise), the Purchaser will be deemed to be in default under this Agreement. Any references in this Agreement to any loan to finance this purchase shall not be deemed to imply that this transaction is contingent in any manner on the Purchaser's obtaining financing.

6. Closing Date and Place.

(a) The closing of title hereunder shall occur on the date and at the time and place in the City and State of New York as the Seller shall designate in a notice given to Purchaser no less than thirty (30) days prior to such scheduled date of closing. The Seller shall have the right to adjourn the date of closing from time to time by written notice to the Purchaser. If the closing is adjourned by the Seller, then the Seller shall fix a new date and time for the

closing and shall give the Purchaser not less than ten (10) days' prior written notice of the new scheduled date and time for closing.

(b) The term "**Closing Date**" or "**closing of title**" or words of similar import, whenever used herein, shall mean the date designated by the Seller on which the deed to the Unit is to be delivered to the Purchaser or any adjourned date fixed by the Seller pursuant to subparagraph (a), above.

(c) The closing of title shall occur only after or concurrently with compliance with the prerequisites to closing of title in the section of the Plan entitled **"Terms of Sale: Closing of Title to Units**" in Part I of the Plan.

7. Deed and Power of Attorney.

(a) On the Closing Date, upon receipt by the Seller of all payments and documents required hereunder, the Seller shall deliver to the Purchaser (except as set forth in subparagraph (c), below) a bargain and sale deed with covenant against grantor's acts in substantially the form as set forth in Part II of the Plan conveying the Unit, together with its appurtenant Common Interest, to the Purchaser as provided in the Plan, subject to the exceptions referred to in the Declaration, the By-Laws, the Plan and the Exhibits. The deed shall be executed and acknowledged by the Seller and shall be in form for recording.

(b) On the Closing Date and simultaneously with the delivery of the deed conveying the Unit to the Purchaser, the Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and the Seller, which shall be prepared by the Seller and shall be substantially in the form of the Unit Deed set forth in Part II of the Plan. The Purchaser shall pay all recording or other fees in connection with the recording of the power of attorney.

(c) The deed may be delivered by the Seller to the representative of the title company insuring the Purchaser's title (or if no such representative is present, then to the Seller's attorneys or the Purchaser's attorneys). If the deed is delivered to the Seller's attorneys, then it shall be held until picked up by the Purchaser, the Purchaser's attorneys or a representative of the title company insuring the Purchaser's title. The deed shall be marked for return to the Purchaser or the Purchaser's attorneys after recording. The power of attorney may be delivered to the Purchaser's title company, if any, for recording and shall be marked for return to the Condominium Board or its attorneys after recording.

8. State of Title. On the Closing Date the Seller shall convey, and the Purchaser shall accept, title in fee simple to the Unit, free and clear of all encumbrances other than the Permitted Encumbrances set forth in the Plan and such other matters as the Purchaser's title insurance company or any other title company licensed to do business in the State of New York shall be willing, without special or additional premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Unit.

9. Closing Adjustments.

(a) The following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit, except as otherwise provided in the Plan:

(i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the fiscal or calendar year for which assessed, including water charges and sewer rents (if separately assessed) and any escrows for real estate taxes;

(ii) Common Charges for the month in which title closes; and

(iii) Water charges and sewer rents, if separately assessed, on the basis of the period for which assessed.

(b) If on the Closing Date the Unit has not been separately assessed for the then-current fiscal tax year, the apportionment of real estate taxes shall be based on the Unit's pro rata share, in proportion to its Common Interest, of the then-current real estate taxes assessed against the Property. If the Unit has been separately assessed but the closing occurs before the tax rate is fixed, the apportionment of real estate taxes shall be based upon the latest tax rate applied to the most recent assessed valuation.

(c) Installments for tax assessments and other such charges due after the delivery of the deed, if any, shall be paid by the Purchaser and shall not be considered a defect in title.

(d) If Purchaser obtains financing, in the event a mortgage recording tax credit is available pursuant to Section 339-ee(2) of the Condominium Act, it is specifically agreed that such credit shall inure to the benefit of the Seller. Accordingly, at the closing of title, the Purchaser shall be required to pay the full amount of the mortgage recording tax chargeable on the entire amount of mortgage financing the Purchaser has elected to obtain in connection with the purchase of the Unit and the Seller shall be reimbursed to the extent of any mortgage tax credit allowed such that all or part of the mortgage recording tax is saved on the Purchaser's transaction, the Purchaser will reimburse Sponsor a sum equal to the amount saved, such that in any event, Purchaser shall have paid an amount equal to the mortgage recording tax Purchaser would have paid without such credit or savings. In the alternative, Seller reserves the right, instead of releasing a part of the existing mortgage at the closing of title, to cause it to be split and severed, such that a portion of the existing mortgage shall be assigned to the intended holder of the Purchaser's mortgage. The assigned portion of the existing mortgage shall be reduced, or consolidated, as necessary, so that the assignment to the Purchaser's lender shall not affect Purchaser's financing. Expenses to accomplish the foregoing shall be paid by Seller. Accordingly, at the closing of title, the Purchaser shall be required to pay the full amount of the mortgage recording tax chargeable on the entire amount of the mortgage financing the Purchaser has elected to obtain in connection with the purchase of the Unit as if no assignment took place, and the Seller shall be reimbursed to the extent of any reduction in the mortgage tax payable.

(e) If the Purchaser fails to close on the Closing Date originally specified by the Seller for any reason, then the Purchaser will (i) pay (in addition to all other closing costs) a late fee equal to 0.0411% times the unpaid balance of the Purchase Price for each day's delay, beginning with the date originally scheduled for the Closing to and including the day immediately preceding the actual Closing Date, (ii) reimburse the Seller for the Unit's carrying charges (that is, Common Charges and real estate taxes) during the period of delay and (iii) pay the service fees of the Seller's attorneys of $250 for each default letter sent to the Purchaser and $250 for each notice sent to the Purchaser to reschedule the closing. The provisions of this

subparagraph (e) shall not be applicable if, through no fault of the Purchaser, the Seller postpones the Closing Date except to the extent that thereafter the Purchaser postpones the closing for any reason or is in default.

(f) Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. This provision shall survive the closing.

(g) The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

10. Closing Costs. The Purchaser, in addition to the legal fees of the Purchaser's attorneys, if any, and the amount of any net adjustments in favor of the Seller and the other payments required under this Agreement, shall pay at the closing any closing costs specified in the Plan, including, without limitation, any processing fees, closing fees to the Seller's attorneys, the required contribution to the Working Capital Fund in an amount equal to two month's Common Charges and other fees and payments.

11. Down Payment to be Held in Trust.

(a) The law firm of Herrick Feinstein LLP, whose address is 2 Park Avenue, New York, New York 10016, and whose telephone number is (212) 592-1400 (the "**Escrow Agent**"), shall serve as escrow agent for Seller and Purchaser.

(b) The Escrow Agent has established an escrow account (the "**Escrow Account**") at HSBC Bank USA, N.A., 425 Fifth Avenue, New York, New York 10018 (the "**Bank**"), a bank authorized to do business in the State of New York. The name of the Escrow Account is "Herrick Feinstein LLP, as escrow agent under the Plan for The Tangram Tower Condominium." The signatories on the Escrow Account, each of whom is admitted to practice law in the State of New York, are Harvey Feuerstein, Arthur Jakoby, Irwin A. Kishner, Scott E. Mollen, Richard M. Morris, John C. St. Jeanos, Louis H. Tuchman, Raymond Hannigan and Andrew Gold. Neither the Escrow Agent nor any signatory on the Escrow Account is the Sponsor, the Selling Agent, the Managing Agent or a principal of any of the foregoing, or has any beneficial interest in any of the foregoing.

(c) The Escrow Agent and both designated signatories hereby submit to the jurisdiction of the State of New York and its courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance or release of the Down Payment from escrow.

(d) The Bank is insured by the Federal Deposit Insurance Corporation generally to a maximum of $250,000 in the aggregate with respect to all funds deposited by any person in one or more deposit accounts (including, without limitation, amounts deposited directly by such person and the Down Payment held in escrow for such person by the Escrow Agent). If the Down Payment exceeds $250,000, or if the amount of Purchaser's deposits at the Bank and the Down Payment exceed $250,000, the aggregate of the Down Payment and all other such deposits will generally not be federally insured in excess of $250,000. No representation or

guaranty is made by the Escrow Agent or Seller that the Federal Deposit Insurance Corporation will insure Purchaser's funds, if and when called upon to do so.

(e) The Down Payment is to be paid by Purchaser's unendorsed personal check, drawn on a bank to which checks are presented for payment through the New York Clearing House Association. Said check is to be made payable to the order of "Herrick, Feinstein LLP, as Escrow Agent."

(f) The Escrow Account will be interest bearing, and the interest rate to be earned on the Down Payment will be the rate paid from time to time by the Bank for the same type of account as the Escrow Account. Interest will begin to accrue when the check for the Down Payment is collected, and provided there is no charge back or debit by the Bank against the amount deposited. Purchaser must indicate his or her social security number or its employer identification number on this Agreement and on Internal Revenue Service form W-9 (or in the alternative deliver a duly completed and signed Internal Revenue Service form W-8). If there is more than one Purchaser, the social security number or employer identification number of the Purchaser who will be receiving any interest earned on the Down Payment must be noted herein and on Internal Revenue Service form W-9 (or such Purchaser shall deliver a duly completed and signed Internal Revenue Service form W-8). Purchaser's refusal to provide this information with this Agreement will be deemed a waiver of Purchaser's right to receive interest on such Down Payment. Any interest earned on the Down Payment shall be delivered to Purchaser at the closing or earlier termination of this Agreement, unless Purchaser has defaulted hereunder beyond any applicable grace periods, in which event Seller shall be entitled to retain the Down Payment and any interest earned thereon. No fees of any kind may be deducted from the Escrow Account, and Seller shall bear all costs associated with the maintenance of the Escrow Account.

12. Duties of Escrow Agent.

(a) The Escrow Agent was required to sign this Agreement and place the Down Payment in the Escrow Account within five (5) business days after this Agreement was been tendered to Escrow Agent together with the Down Payment. The Escrow Agent was then required to notify Purchaser and Seller that such funds were deposited into the Escrow Account and to provide the account number and the initial interest rate to be earned on the Down Payment. Subject to the provisions of the next sentence, if Purchaser has not received notice of such deposit within fifteen (15) business days after unconditional tender and delivery of the Down Payment to Seller or the Selling Agent, then Purchaser may rescind this Agreement, so long as such right to rescind is exercised within ninety (90) days after Purchaser's unconditional tender and delivery of the Down Payment to Seller or the Selling Agent. Complaints concerning the failure to honor any such rescission requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, New York 10271. Purchaser shall not, however, be entitled either to rescind this Agreement or to receive a refund of the Down Payment where proof satisfactory to the Attorney General is submitted establishing that the Down Payment was timely deposited and notice as provided above was timely given to Purchaser in conformity with the Attorney General's Regulations.

(b) As provided in Section 352-h of the GBL, the Down Payment (but not advances made for upgrades, extras, or custom work received in connection with this

Agreement) are and shall continue to be Purchaser's money and may not be commingled with any other money or pledged or hypothecated by Seller.

(c) Under no circumstances shall Seller apply for release of the Down Payment by reason of Purchaser's default until after consummation of the Plan, as evidenced by the acceptance by the Department of Law of a post-closing amendment to the Plan. Consummation of the Plan does not relieve Seller of its obligations pursuant to Section 352-e(2-b) or Section 352-h of the GBL.

(d) The Escrow Agent shall release the Down Payment if so directed: (a) pursuant to the terms and conditions set forth in this Agreement upon the closing of title to the Unit; (b) in a subsequent writing signed by both Seller and Purchaser; or (c) by a final, non-appealable judgment or order of a court of competent jurisdiction. If the Escrow Agent is not directed to release the Down Payment and pursuant to clause (a), (b) or (c) above and receives a request by either party to release the Down Payment, then the Escrow Agent shall give both Purchaser and Seller prior written notice of not less than thirty (30) days before releasing the Down Payment. If the Escrow Agent has not received notice of objection to the release of the Down Payment prior to the expiration of said thirty (30)-day period, the Down Payment 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 Down Payment within said thirty (30)-day period, the Escrow Agent shall continue to hold the Down Payment until otherwise directed pursuant to clause (a), (b) or (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Down Payment contained in the Escrow Account (together with any interest earned thereon) with the clerk of the county in which the Unit is located and shall give written notice to both parties of such deposit.

(e) Seller will not object to the release to Purchaser of the Down Payment provided that Purchaser has timely rescinded this Agreement in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; nor shall Seller object to the release of the Down Payment to Purchaser after an amendment abandoning the Plan is accepted for filing by the Department of Law.

(f) Any provision of this Agreement or any other contract or agreement, whether oral or in writing, by which Purchaser purports to waive or indemnify any obligation of the Escrow Agent shall be 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 this Agreement, the Plan, or any amendment thereto.

(g) The Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(h) A fiduciary relationship shall exist between the Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to Sections 352-e(2-b) and 352-h of the GBL.

(i) The Escrow Agent may rely upon any paper or document that may be submitted to it in connection with its duties under this Agreement and that is believed by the

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.

(j) Seller agrees that it shall not interfere with the Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in Sections 352-e(2-b) and 352-h of the GBL and the Regulations promulgated by the Attorney General in Title 13 NYCRR.

(k) Prior to release of the Down Payment, the Escrow Agent's fees and disbursements shall neither be paid by Seller from the Down Payment nor deducted from the Down Payment by any financial institution under any circumstance.

(l) Seller agrees to defend, indemnify and hold the Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of the Escrow Agent's responsibilities arising in connection with this Agreement or the performance or non-performance of the Escrow Agent's duties under this Agreement, except with respect to actions or omissions taken or suffered by the Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Agreement or involving the 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 the Escrow Agent to itself.

13. Agreement Subject to Mortgage. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, the Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage against the Unit or the Property, or any part thereof or any interest therein, heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by the Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with any schedule of payments or accelerated by virtue of the right of the holder of any such mortgage to make advances before they become due in accordance with the schedule of payments. The Seller shall, at its option, either satisfy such mortgages or obtain a release of the Unit from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit shall not constitute an objection to title or excuse the Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, the Seller, provided that the Unit is released from, or not subject to, the lien of any such mortgage.

14. Default by Purchaser.

(a) Each of the following shall constitute an "**Event of Default**" hereunder:

(i) The Purchaser's failure to pay the Balance on the Closing Date as provided herein or in the Plan (including, without limitation, if any check made or delivered by the Purchaser hereunder is dishonored);

(ii) The Purchaser's failure to pay the price of the Storage License on the Closing Date as provided herein (including, without limitation, if any check made or delivered by the Purchaser hereunder is dishonored)

(iii) The Purchaser's failure to execute (and have his signature acknowledged, sworn to or affirmed before a notary public, as and when required) and deliver to the Seller on the Closing Date the Residential Unit Owner's Power of Attorney, the New York City Real Property Transfer Tax return, the New York State Real Estate Transfer Tax return, the New York City Real Property Transfer Report or any other document required herein or in the Plan to be executed and delivered by the Purchaser;

(iv) The Purchaser's failure to pay any closing costs or other amounts due and payable pursuant to this Agreement or the Plan;

(v) The Purchaser's failure to pay, perform or observe any of the Purchaser's other obligations hereunder or under the Plan; or

(vi) The Purchaser's failure to provide any required information to the title company insuring Purchaser's title or other applicable "Covered Business" to the extent required by the Director of the Financial Crimes Enforcement Network, U.S. Department of the Treasury, in accordance with a Geographic Targeting Order or other requirement.

(b) Upon the occurrence of an Event of Default, the Seller, in its sole discretion, may elect by notice to the Purchaser to cancel this Agreement. If the Seller elects to cancel, the Purchaser shall have thirty (30) days from the giving of the cancellation notice within which the Purchaser must cure the specified default. **TIME SHALL BE OF THE ESSENCE** to remedy the specified default within the thirty (30)-day period. If the specified default is not timely cured, then (i) the Seller shall have the right to retain, as liquidated damages, the Down Payment, together with any interest earned thereon; (ii) the Seller shall have the right to sell the Unit to others as though this Agreement had never been made; and (iii) the Purchaser shall not have any further rights against or obligations to the Seller, the Condominium, the Condominium Board or any subsequent purchaser of the Unit. Whether or not the Seller has canceled this Agreement as provided above, if the Seller has not collected the proceeds of any check for any payments due under this Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including, without limitation, all attorneys' fees and expenses incurred by the Seller in connection therewith.

(c) Notwithstanding the occurrence of an Event of Default, the Seller may, in its sole discretion, keep this Agreement in effect and proceed to close title without prejudicing the Seller's right to recover from the Purchaser damages, losses, costs, expenses and all other lawful sums to which the Seller is entitled (including, but not limited to, legal fees and the costs of collection).

15. Seller's Inability to Convey Title. If the Seller is unable to deliver title to the Unit to the Purchaser subject to the Permitted Exceptions set forth in the Plan in accordance with the provisions of this Agreement and the Plan, the Seller shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If the Seller elects to attempt to cure such inability then it shall be entitled to an adjournment of the Closing Date for a reasonable period of time within which to complete such cure. However, the Seller may notify the Purchaser at any time of its refusal either to cure or to continue to cure, as the case may be, such inability and if the Purchaser is then not in default hereunder beyond any applicable grace period, then the Purchaser's sole right and remedy shall be either: (a) to take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against the Seller for damages or otherwise); or (b) to terminate this Agreement. If the Purchaser so elects to terminate this Agreement, the Seller shall, within fifteen (15) days after receipt of notice of termination from the Purchaser, return to the Purchaser all sums deposited by the Purchaser hereunder, together with interest earned thereon, if any, and upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other under this Agreement and the Plan. The foregoing option must be exercised by notice of the Purchaser in writing to the Seller within ten (10) days after the giving of the Seller's notice of refusal to cure such inability. If the Purchaser fails to give such notice to the Seller within said ten (10) day period, with **TIME BEING OF THE ESSENCE**, it shall be conclusively deemed that the Purchaser has elected to acquire title to the Unit subject to such inability as aforesaid.

16. Transfer Taxes. The Purchaser shall pay all real property transfer taxes (including, without limitation, the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax, and, if applicable, the additional New York State Real Estate Transfer Tax known as the "mansion tax"), recording and other fees in connection with this transaction and the recording of the deed. The Purchaser's responsibility to pay real property transfer taxes shall include any increases or additions to such taxes that are due by reason of the fact that the Purchaser is paying such taxes instead of the Seller. The Seller and the Purchaser shall duly execute and, if and to the extent required, swear to or affirm any transfer tax return and any other form then required by law, all of which shall be prepared by the Seller.

17. Agreement Subject to Plan Being Declared Effective. The performance by the Seller of its obligations under this Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned at any time prior to its becoming effective as provided in the Plan and thereafter upon certain terms and conditions as provided in the Plan. If the Plan is abandoned or does not become effective or if after being declared effective the Plan shall not be consummated for any reason, then this Agreement shall be deemed canceled and the Plan terminated on the date specified in a notice thereof by the Seller to the Purchaser. Within forty-five (45) days thereafter, the Purchaser shall receive a refund in full of the Down Payment together with interest earned thereon, if any (except as provided in Paragraph 14 hereof), and, upon such refund neither party shall have any further rights, obligations, or liability to or against the other or the Condominium under this Agreement and the Plan.

18. Construction.

(a) The Seller shall complete the construction of the Unit and the Building contemplated under the Plan in accordance with the provisions of the Plan. The Purchaser acknowledges and agrees that, among other things, under the Plan, the Seller has the right to modify and amend the Plans and Specifications, including, among other things, in order to substitute materials, equipment or fixtures, all in accordance with the provisions of the Plan. The Purchaser also acknowledges and agrees that (i) completion of the construction will occur in accordance with the provisions of the Plan notwithstanding the fact that there may be any number of items within the Unit or elsewhere on the Property that remain uncompleted as of the Closing Date, and (ii) no escrow will be required in connection therewith. The Seller however will be obligated to complete any such uncompleted items after the closing.

(b) The Purchaser shall permit the Seller and its designees access to the Unit for the purpose of completing any such construction renovations in accordance with the provisions of the Plan or satisfying any of the Seller's other obligations under the Plan or under any Agreement for a Unit other than the Unit.

(c) The Purchaser acknowledges and agrees that: (i) the obligations of the Seller under this Agreement or the Plan, including the obligation to complete the improvements described in the Plans and Specifications are subject to delay resulting from acts of God, strikes, lockouts, weather, floods, epidemics, quarantine restrictions, freight embargo, shortages of or inability to obtain adequate materials, equipment or labor, governmental restrictions or preemptions, damage by fire or the elements or any other cause over which the Seller does not have control, and the period within which the Seller must complete any of its obligations, if any, shall be extended by the period of any such delay; (ii) the Seller will not be liable for and will have no obligation to correct certain variations from the Plans and Specifications as provided in the Plan and will only be responsible to correct certain construction defects to the extent and on the terms and conditions set forth in the Plan; and (iii) the Seller will not be liable to the Purchaser for any delay in completing its obligations hereunder or under the Plan or closing hereunder.

19. Fixtures, Appliances and Personal Property. Only those appliances, fixtures, furnishings and items of personal property that are described in the Plan as being part of the Unit and are actually located in the Unit on the Closing Date are included in the sale of the Unit pursuant to the provisions of this Agreement. The Purchaser acknowledges and agrees that other than as expressly provided in the Plan, the Seller makes no representation in connection with such appliances, fixtures, furnishings and items of personal property, and the Seller expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. Furniture, wall coverings, furnishings, decorations and the like in or about any model apartment are for display purposes only and are not included in the sale. Any floor plans or sketches shown to the Purchaser are only approximations of the Unit's dimensions and arrangement, and the Purchaser should not rely thereon. There shall be no modifications or extras unless agreed to in writing by both the Purchaser and the Seller. All modifications, alterations and additions to the Unit must be approved by the Seller in writing and, if approved, shall be performed by the Seller at the Purchaser's expense (payable in a manner to be set forth in an addendum to this Agreement or in a separate agreement).

20. Acceptance of Unit. The Purchaser will accept title to the Unit without any reduction or postponement of payment of the Purchase Price even if construction of the Unit is not fully completed although substantially completed as provided in the Plan, and the renovations to the Building, other Units and the Common Elements have not been completed within the time frame (if any) projected in the Plan. The Purchaser agrees to inspect the Unit with the Seller's representative during normal business hours before the Closing Date and to sign and deliver to the Seller before that time an inspection statement in the form attached to this Agreement as Exhibit A (the "**Inspection Statement**"), showing the condition in which the Purchaser has received the Unit. The Purchaser acknowledges and agrees that: (i) acceptance by the Seller of the Inspection Statement shall not constitute an agreement by the Seller to cure the exceptions noted therein, and Seller's sole obligation with respect to the same shall be as provided in the Plan; (ii) notwithstanding the fact that there may be construction items noted on the inspection statement that the Seller has the obligation to correct under the Plan, the Purchaser shall nonetheless be obligated to close on the Closing Date and pay the full Purchase Price without provision for any escrow. The Purchaser shall sign and deliver a separate statement signifying its satisfaction with each item excepted in Exhibit A, if any, immediately upon completion of the repair and adjustment or correction of the same. The Purchaser also acknowledges and agrees that the Seller shall not be obligated to make any repairs, adjustments or corrections to the Unit or any portion thereof, or its fixtures, appliances, equipment, etc., contained therein, from and after the date of delivery of possession of the Unit to the Purchaser, except for those items, if any, expressly excepted in Exhibit A to the extent the Seller is required to repair, adjust or correct the same under the Plan, and the Seller's obligation regarding any such excepted items shall cease upon either the completion of the repair, adjustment or correction of the same or the assignment to the Purchaser of any applicable warranty covering the same. Nothing contained herein shall be construed to expand the Seller's obligations to correct defects in design or construction beyond those expressly required under the Plan under "**Rights and Obligations of Sponsor**."

21. Damage to the Unit.

(a) The Purchaser shall not be entitled to occupy the Unit until the deed is delivered to the Purchaser at closing, unless the Seller, in its sole and absolute discretion, grants possession of the Unit to the Purchaser. If the Purchaser is given possession of the Unit prior to closing then the Purchaser shall assume the risk of loss and the obligation to repair and shall be solely responsible for any damage to, or loss or other condition in, the Unit resulting from casualty, the Purchaser's use and occupancy or from the acts or negligence of the Purchaser's guests, contractors, subcontractors, licensees, agents, employees or other invitees or otherwise and the Seller shall not be obligated to make any repairs to the Unit or any fixtures, machinery, equipment, furnishings, appliances, installations or other personal property contained therein.

(b) Except as provided in subparagraph (a), above, all other risk of loss prior to closing shall be assumed by the Seller, but without any obligation or liability of the Seller to repair the damage or restore the Unit. If the Seller or (if the Declaration has been recorded) the Unit Owners elect, pursuant to the Condominium Documents, to repair or replace the loss or damage, in the event of a fire or other casualty, this Agreement shall continue in full force and effect, the Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement of, the Purchase Price, and the Seller shall be entitled to a reasonable period of time to complete (or to permit the Condominium Board to complete) such repairs or

replacement. The Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been substantially repaired to as near as reasonably possible its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall belong entirely to the Seller (subject, if the Declaration has been recorded, to the rights, if any, of the Condominium Board and the other Unit Owners) and if such proceeds are paid to the Purchaser, the Purchaser shall promptly upon receipt turn them over to the Seller.

(c) If the Seller notifies the Purchaser that it does not elect to repair or restore the Unit or (if the Declaration has been recorded) if the Unit Owners do not resolve to make such repairs or restore the Unit pursuant to the Condominium Documents, this Agreement will be deemed canceled and of no further force or effect and the Seller will instruct the Escrow Agent to return to the Purchaser all sums deposited hereunder (with interest, if any, earned thereon) whereupon the parties will be released and discharged from all obligations and liability hereunder and under the Plan, except that if the Purchaser is then in default hereunder (beyond any applicable grace period), the Seller will retain the Down Payment, together with any interest earned thereon, pursuant to Paragraph 14 above.

(d) The Purchaser expressly waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this Paragraph 21 shall govern and control in lieu thereof.

22. No Representations. Except as set forth in the Plan, the Seller has not made, does not make and is unwilling to make any representations as to the condition, income, expenses, tenants, use, operation or any other matter or thing affecting or relating to the Property or title thereto or the transactions contemplated hereby. The Purchaser acknowledges and represents that, except as expressly set forth in the Plan or in this Agreement, the Seller has not made and the Purchaser has not relied upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Seller, whether consisting of or contained in any architect's plans, sales plans, selling brochures, advertisements or otherwise, including, but not limited to, any relating to: (a) the description or physical condition of the Property or the Unit, or the size or the dimensions of the Unit, or any other physical characteristics thereof; (b) the services to be provided to Unit Owners; (c) the estimated Common Charges allocable to the Unit; (d) the right to any income tax deduction for any real estate taxes or mortgage interest paid by the Purchaser; (e) the current or future real estate tax liability, assessment or valuation of the Property or the Unit; (f) the potential qualification of the Property or the Unit for any and all benefits conferred by federal, state or municipal laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar of dissimilar to those enumerated; (g) the compliance of the Unit or the Property, in its current or any future state with applicable zoning ordinances and the ability to obtain a variance in respect to any non-compliance, if any, with said zoning ordinances; (h) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Unit or the Property from any source, including but not limited to the state, city or federal government or any Institutional Lender; (i) the current or future use of the Unit or the Property; (j) the current or future condition and operating state of any and all machinery or equipment in the Unit or on the Property and the current or future structural and physical condition of the Unit, the Building or any other improvements to the Property or their suitability for rehabilitation or renovation; (k)

the state of title to the Unit; (l) the availability of any views from the Unit or from any other portion of the Building now or in the future or the ability of any other owner of real property, wherever situated, to erect a structure on such owner's real property which may obstruct the view from the Unit or from the Property or the ability of any other owner of real property wherever situated to change the height, bulk or density of any existing building or to change the zoning so as to permit a change in the height, bulk or density of a building that may be constructed in the future on such owner's property, and (m) the presence or absence of violations of Applicable Law; the Purchaser having relied solely on its own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of the Seller except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. The Purchaser agrees that the Seller and its agents and contractors will have no liability to the Purchaser nor shall the Purchaser be relieved of any of its obligations hereunder if there is a minor error or inaccuracy in the layout or dimensions of the Unit or of the Common Elements of the Condominium, as shown on the Floor Plans.

23. Broker. The Purchaser represents to the Seller that except for any co-broker identified below in this Paragraph 23, the Purchaser has not dealt with any broker other than the Selling Agent in connection with this transaction. The Purchaser agrees that should any claim be made against the Seller for commissions by anyone other than the Selling Agent or any co-broker identified below in this Paragraph 23 based on alleged dealings with the Purchaser or the Purchaser's representatives, the Purchaser shall (i) give testimony to such effect in any case, action or proceeding by any broker other than the Selling Agent (or any such co-broker), and (ii) indemnify and hold the Seller harmless from and against any and all liabilities, claims, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of or in connection with any claim for commissions or other compensation with respect to this transaction or with respect to the Purchaser.

Co-Broker: _____

24. Assignment. The Seller may assign this Agreement without limitation. The Purchaser shall not have the right to assign this Agreement without the prior written consent of the Seller which may be granted or withheld in the Seller's sole and absolute discretion.

25. Purchaser's Representations. The Purchaser represents to the Seller and the Condominium as follows:

(a) If the Purchaser is an individual, the Purchaser is over 18 years of age and resides in the State of New York.

(b) If the Purchaser is an entity, it is legally authorized to acquire the Unit and has an office for the conduct of its business in New York.

(c) The Purchaser is not purchasing as an accommodation to, or for the account or benefit of, the Seller or its principals.

26. Access to Unit. The Purchaser shall not be entitled to have access to the Unit prior to the closing of title thereto without obtaining the Seller's prior written consent. If the Purchaser is permitted such access, the Purchaser shall release the Seller from any and all

liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from any injuries sustained by any person or damage to any property resulting from such access, even if such injury results from the negligence of the Seller, the Selling Agent, or any of their respective agents, employees, contractors or representatives. In addition, the Purchaser shall indemnify and hold the Seller, the Selling Agent and their respective agents, employees, contractors and representatives harmless from and against any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from such access, including, without limitation, reasonable attorneys' fees and expenses. If the Purchaser is obligated to repair the damage, then the Purchaser's failure to make such repair shall not excuse the Purchaser from paying the Balance and accepting delivery of the deed.

27. Liability of Seller. The Seller shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed, or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of labor unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Seller. The Seller's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused. In addition, if the Seller elects to repair or replace any loss or damage to the Unit or the Building, the Seller will be entitled to a reasonable period of time to complete such repair work.

28. Acceptance of Agreement. No binding obligation will arise hereunder until this Agreement is executed by both the Purchaser and the Seller (or the Seller's duly authorized agent) and one fully executed copy has been delivered to the Purchaser and two fully executed copies have been delivered to the Seller. If within twenty (20) days after the Selling Agent receives this Agreement signed by the Purchaser, a copy of this Agreement signed by the Seller of its authorized agent is not sent or delivered to the Purchaser, then it will be deemed rejected and of no force or effect and all monies paid by the Purchaser shall be refunded, without interest, within ten (10) days thereafter. Upon such refund being made, neither party will have any further rights, obligations or liabilities hereunder with respect to the other or any other party connected with the Plan. This Agreement may not be rejected by reason of the Purchaser's sex, race, creed, color, national origin, ancestry or other ground proscribed by law. The Seller has the right, without incurring any liability, to reject this Agreement without cause or explanation to the Purchaser.

The following attorneys at the law firm of Herrick, Feinstein LLP have been designated as Seller's duly authorized agents to execute Purchase Agreements and any amendments and associated notices thereto on behalf of Tangram House South Sponsor LLC, the Seller/Sponsor: Douglas P. Heller, Esq., Erin S. Goodman, Esq. and Rebecca S. Ashkenazi, Esq.

29. Notices. Notices hereunder shall be in writing and shall be either (i) personally delivered (with receipt acknowledged) or (ii) mailed by registered or certified mail, return receipt requested (or, with respect to notices given pursuant to Paragraph 12(a), by regular, first-class mail) or (iii) sent by overnight courier (with receipt acknowledged), to the parties as follows: to the Purchaser, at the address first stated in this Agreement and to the Seller at 136-20 38th Avenue, 12th Floor, Flushing, New York 11354, with copies in like manner to Herrick Feinstein LLP, 2 Park Avenue, New York, New York 10016, Attention: Erin Goodman, Esq. Any of the

parties noted in this Paragraph 29 may change his, her or its address for purposes of this Paragraph 29 by giving notice thereof to the other parties in the manner provided above. Herrick Feinstein LLP may give notices on behalf of the Seller. Notices shall be deemed given on the same day if personally delivered, the next business day if sent by overnight courier, or five (5) days after mailing if sent by registered or certified mail, return receipt requested (or, with respect to notices given pursuant to Paragraph 12(a), by regular, first-class mail). Notwithstanding the foregoing, no notice of change of address shall be deemed given until actually received.

30. Seller's Right to Make Changes in Materials, etc. The Seller reserves the right to make changes or substitutions of materials or construction for items as set forth in the Plan or the Plans and Specifications, provided any such changes are of equal or better quality.

31. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if there is more than one purchaser, in which case the obligations of the Purchasers shall be joint and several.

32. Survival of Seller's and Purchaser's Obligations. All of the obligations of the Seller under this Agreement shall be deemed satisfied upon delivery of the deed to the Unit and the closing of title hereunder, and no obligations of the Seller shall survive delivery of the deed except as otherwise expressly provided in this Agreement or the Plan. Except where the context otherwise requires, all the representations, warranties, and obligations of the Purchaser under this Agreement shall survive delivery of the deed and the closing of title hereunder, whether or not specifically so stated in any particular provision.

33. Further Assurances. The Purchaser shall execute, acknowledge and deliver to the Seller such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Seller may reasonably request in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm any of the obligations of the Purchaser hereunder or any right to be created or transferred hereunder or pursuant to any such transaction.

34. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable either as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Applicable Law.

35. Strict Compliance. Any failure by the Seller to insist upon the strict performance by the Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the Seller, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Purchaser of any and all of the provisions of this Agreement to be performed by the Purchaser.

36. Prohibition Against Advertising. Prior to the closing of title, the Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without the Seller's prior written consent, which consent may be withheld or delayed for any reason or no reason.

37. Governing Law. The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

38. Waiver of Jury Trial. Except as prohibited by Applicable Law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement, or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

39. No Recordation. This Agreement shall not be recorded by the Purchaser without the Seller's prior written consent. Any purported recordation thereof by the Purchaser shall be void and constitute an Event of Default by the Purchaser hereunder.

40. Entire Agreement. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties hereto and constitutes the entire agreement between them. The Purchaser acknowledges and agrees that the Plan may be amended by the Seller from time to time as provided in the Plan and that this Agreement may be amended by the Seller to conform to the provisions of any such amendment by delivering to the Purchaser a notice thereof, subject however to any rights which the Purchaser may have to rescind this Agreement as provided in the Plan.

41. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "**herein**," "**hereof**" or "**hereunder**" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. The term "**including**" shall be deemed to mean "**including, without limitation**," whether or not so stated in the text.

42. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

43. Successors and Assigns. Without limiting the provisions of Paragraph 24, the provisions of this Agreement shall bind the Purchaser and its heirs, legal representatives, successors and assigns and inure to the benefit of the Purchaser's heirs, legal representatives and permitted assigns and shall bind and inure to the benefit of the Seller and its successors and assigns.

44. No Oral Changes. This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereof at the time of execution hereof, in a separate written agreement signed by the parties.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

SELLER: TANGRAM HOUSE SOUTH SPONSOR LLC

By: _____
Name:
Title:

PURCHASER(S):

_____
Name:

_____
Name:

Purchaser's social security number
or employer identification number: _____

ESCROW AGENT (agreed to as to
Paragraphs 11 and 12 only):

HERRICK FEINSTEIN LLP

By: _____
Name:

EXHIBIT A TO PURCHASE AGREEMENT

INSPECTION STATEMENT

TANGRAM HOUSE SOUTH SPONSOR LLC
136-20 38th Avenue, 12th Floor
Flushing, New York 11354

Re: Residential Unit Number ____
TANGRAM HOUSE SOUTH CONDOMINIUM
133-27 39th Avenue
Flushing, New York 11354

Ladies and Gentlemen:

This to confirm that based on the undersigned's personal inspection of the above referenced Residential Unit, I (we) have found the Residential Unit, its floors, walls, doors, fixtures, appliances, equipment, hardware and all other items listed below, to be in good and satisfactory condition, free of chips, mars, scratches, breaks or other defects, except for those matters (if any) expressly noted below under "Exceptions" requiring repair, adjustment or correction:

Item	**Exceptions (if any)**	**Purchaser's Initials**
1. Residential Unit interior:		
(a) Walls:	_____	_____
(b) Floors:	_____	_____
(c) Ceilings:	_____	_____
(d) Windows:	_____	
(glass, sash, pane, sill, etc.)	_____	_____
(e) Doors:	_____	_____
(f) Electrical Fixtures:	_____	_____
(g) Painted Surfaces:	_____	_____
(h) Kitchen Cabinets:	_____	_____
(i) Appliances:	_____	_____

(j) Kitchen Sink:_____ _____

(k) Bathroom Cabinets:_____ _____

(l) Bathroom Mirrors:_____ _____

(m) Bathroom sinks:_____ _____

(n) Water closet:_____ _____

(o) Bathtubs:_____ _____

(p) Shower door:_____ _____

(q) Bathroom Floor and Walls:_____ _____

(r) Hardware:_____

(doorbell, doorknob, faucets, locks, etc.)_____ _____

(s) Other: _____ _____

2. General Operating Condition:

All Doors:_____ _____

All Windows:_____ _____

All Plumbing:_____ _____

All Hardware:_____ _____

Other:_____ _____

The undersigned will sign and deliver to you a separate statement signifying my (our) satisfaction with each item excepted above (if any), immediately upon completion of the repair, adjustment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repairs, adjustments or corrections to the Residential Unit or any portion thereof or its fixtures, appliances, equipment, etc., contained therein from or after the date of delivery of possession of the Residential Unit to the undersigned, except as to those items (if any) expressly excepted above (and your obligation regarding any such excepted items shall cease upon the completion of the repair, adjustment or correction of same). Nothing contained herein shall be construed to excuse the Seller from its obligations to correct defects in construction to the extent required in the section entitled "Rights and Obligations of Sponsor" contained in the Offering Plan for Condominium Ownership of the captioned premises.

Dated: _____

Very truly yours,

_____
Purchaser or Representative's signature

_____
Purchaser or Representative's signature

Dated: _____

_____
Seller's Representative

RIDER TO PURCHASE AGREEMENT

Made this ____ day of _____, 20__

TANGRAM HOUSE SOUTH SPONSOR LLC, as the Seller

and

_____, as the Purchaser

Re: Unit No. _____
Tangram House South Condominium
133-27 39th Avenue
Flushing, New York 11354

1. Agreement to Purchase

Supplementing Section 3 of the Purchase Agreement, the Seller agrees to sell and convey to Purchaser, and the Purchaser agrees to purchase, for the Purchase Price, all right, title and interest of Seller in and to the following custom, built-in furniture:

Studio Apartment Furniture:		
Item	**Location**	**Quantity**
Closet	LIVING/ BED ROOM	2
Credenza w/ folding dining table	LIVING/ BED ROOM	1
Desk with Shelving	LIVING/ BED ROOM	1
Desk and Dining Chair	LIVING/ BED ROOM	3
Bed frame w/ headboard	LIVING/ BED ROOM	1
Side bed table	LIVING/ BED ROOM	1
Coffee table	LIVING/ BED ROOM	1
Sofa	LIVING/ BED ROOM	1
Mattress	LIVING/ BED ROOM	1
LED TV with wall mount	LIVING/ BED ROOM	1

The parties acknowledge and agree that no part of the Purchase Price has been allocated to such furniture and therefore it is not anticipated that any sales or use taxes shall be due and payable.

2. Definitions

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement or in the Plan.

3. Conflicts

In the event of any inconsistency between the provisions of this Rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

IN WITNESS WHEREOF, the Purchaser has executed this Rider the day and year first above mentioned.

PURCHASER(S)

_____
Purchaser or Representative's signature

_____
Purchaser or Representative's signature

ACCEPTED:
SELLER: TANGRAM HOUSE SOUTH SPONSOR LLC

By: _____
Seller's Representative

DOCUMENT NUMBER 2

UNIT OWNER'S POWER OF ATTORNEY

All terms used in Unit Owner's Power of Attorney that are used (a) in the declaration establishing a plan for condominium ownership of the premises known as Tangram House South Condominium (the "Condominium") and by the street number 133-27 39th Avenue, Flushing, New York 11354, under Article 9-B of the Real Property Law of the State of New York, dated _____, 20__, and recorded in the New York County office of the Register of the City of New York, as CRFN _____ (the "Declaration"), 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 Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, [having an office][residing]* at _____, the owner of the condominium unit (the "Undersigned's Unit") known as Unit No.___ in the Condominium, said condominium unit being designated as Tax Lot ___ in Block 4972 of the Borough of Queens on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, [does][do]* hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owners' respective Common Interests, subject to the provisions of the By-Laws then in effect, (1)(a) to acquire or lease any Unit, together with its Appurtenant Interest, from any Unit Owner so desiring to sell, convey, transfer, assign or lease, (b) to acquire any Unit, together with its Appurtenant Interest, whose owner elects to surrender such Unit pursuant to the terms of Section 6.4.2 of the By-Laws, and (c) to acquire any Unit, together with its Appurtenant Interest, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision 1(a) or 1(c) of this paragraph) at such price or at such rental, as the case may be, as such attorneys-in-fact deem proper, and thereafter to convey, sell, lease, mortgage or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as such attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in such premises that the undersigned could do if the undersigned were personally present, and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the condominium that the Condominium Board deems necessary or appropriate.

* Delete whichever is inapplicable.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned [does][do]* hereby irrevocably nominate, constitute and appoint Declarant as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of such documents, when such amendment (i) shall be required to reflect any changes in Unsold Units or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Declarant in accordance with Article 8 of the Declaration or (ii) shall be required by (A) an institutional lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (B) any governmental agency having regulatory jurisdiction over the Condominium, or (C) any title insurance company selected by Declarant to insure title to any Unit; provided, however, that any amendment made pursuant to the terms of subdivisions (i) or (ii) of this paragraph will not (x) change the Common Interest of the Undersigned's Unit, (y) require a material, physical modification to the Undersigned's Unit, or (z) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivisions (x) or (y) of this paragraph) or the holder of such mortgage (in the event described in (z) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph will remain in full force and effect until such time as Declarant shall cease to own any of the Units in the Condominium.

IN WITNESS WHEREOF, the undersigned [has][have]* executed this Unit Owner's Power of Attorney as of the ___ day of _____, 20__.

_____

_____

* Delete whichever is inapplicable.

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____ 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity, and that by (his) (her) (their) signature(s) on the instrument, the 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 _____ 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity, and that by (his) (her) (their) signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

DOCUMENT NUMBER 3

CONDOMINIUM UNIT DEED

THIS INDENTURE is made as of the __ day of _____ 20__, by and between TANGRAM HOUSE SOUTH SPONSOR LLC, a Delaware limited liability company, having an address at 136-20 38th Avenue, Flushing, New York 11354 (the "Grantor"), and _____, [having an office][residing]* at _____ (the "Grantee").

W I T N E S S E T H

That the Grantor, in consideration of Ten Dollars ($10.00) and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit known as Unit __ (the "Unit") in the building known as Tangram House South Condominium and by the street number 133-27 39th Avenue, Flushing, New York 11354 (the "Building"), said Unit being designated and described as Unit No. __ in that certain declaration dated _____, 20__, made by the Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land upon which the Building is situated (the "Land"), which Land is more particularly described on Schedule A annexed hereto and by this reference made a part hereof, and which declaration was recorded in the office of the Register of the City of New York (the "Register's Office"), on the ____ day of _____ 20__, as CRFN _____ (such declaration and any amendments thereto being referred to hereinafter, collectively, as the "Declaration"); said Unit also being designated as Tax Lot __ in Block 4972 of the Borough of Queens on the Tax Map of the Real Property Assessment Department of the City of New York and on the floor plans of the Building certified by Margulies Hoelzli Architecture, PLLC on the ____ day of _____ 20__, and filed with the Real Property Assessment Department of the City of New York on _____, 20__, as Condominium Plan No.____ and also filed in the Register's Office on _____, 20__, as Condominium Map No. ____;

TOGETHER with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration);

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and in the By-Laws of Tangram House South Condominium, as the same may be amended from time to time (the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein; and

* Delete whichever is inapplicable.

SUBJECT to the rights, obligations, easements, restrictions and other provisions set forth in that certain Declaration of Covenants, Conditions, Easements and Restrictions establishing the Tangram Homeowners Association dated _____, which Declaration of Covenants, Conditions, Easements and Restrictions (and the By-Laws of the Tangram Homeowners Association) was recorded in the Register's Office, on the ____ day of _____ 20__, as CRFN _____, together with any amendments thereto, all of which, shall constitute covenants running with the land and shall bind any and all persons having any interest or estate in any real property covered thereby including any Unit, as though recited and stipulated at length herein.

SUBJECT also to such other liens, agreements, covenants, easements, licenses, restrictions, consents and other matters of record as pertain to the Unit, to the Land or to the Building (the Land and Building being referred to hereinafter, collectively, as the "Property").

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration 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 the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board (as such term is defined in the Declaration) or provided in the Declaration or in the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything to be done whereby the Unit has been encumbered in any way whatever, except as set forth herein or in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws). This covenant is for the personal benefit of the Grantee only and cannot be assigned to or exercised by, and shall not inure to the benefit of, any other person or entity, including, but not limited to, any insurer of the Grantee's title or any successor to the Grantee's interest.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of improvements at the Property and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purpose.

By accepting delivery of this Deed, the Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (including, but not limited to, any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the provisions thereof.

The Grantor herein is the same persons as the grantee in deed dated _____, and recorded in the Register's Office on _____, as CRFN _____; and the Unit is the same Unit conveyed to the Grantor herein by said deed.

The term "Grantor" shall be read as "Grantors" and the term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR:

TANGRAM HOUSE SOUTH SPONSOR LLC

By: _____
Name:
Title:

GRANTEE:

_____
Name:

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the ___ day of _____ 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity, and that by (his) (her) (their) signature(s) on the instrument, the 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 _____ 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity, and that by (his) (her) (their) signature(s) on the instrument, the 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 _____ 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity, and that by (his) (her) (their) signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A

Legal Description

DOCUMENT NUMBER 4

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

THE FOLLOWING REPORT WAS PREPARED BY THE OFFICE OF MARGULIES HOELZLI ARCHITECTURE, PLLC

PROPERTY ADDRESS:	Tangram House South/ Building B 133-27 39th Avenue Flushing, New York 11354 Borough of Queens
BLOCK:	4972
LOT:	65
ZONING DISTRICT:	C4-2 Residential Equivalent R6
ZONING MAP:	10b
COMMUNITY DISTRICT:	Queens Community Board 7
ARCHITECT:	Margulies Hoelzli Architecture, PLLC 545 8th Avenue New York, NY 10018
STRUCTURAL ENGINEER:	Gilsanz, Murray, Steficek LLP 129 West 27th Street New York, NY 10001
MEP ENGINEER:	MG Engineering, DPC 116 West 32nd Street New York, NY 10001

The contents of this Report are correct to the best of our knowledge, information and belief consistent with the standard of care exercised by other architects in the same locale. This Report and the conclusions stated herein are, however, limited to actual knowledge based upon visual inspection, undertaken with due diligence of visible portions of the Property and information voluntarily supplied by the Sponsor, No representation is made, however, as to the truth, completeness or accuracy of this information.

This Report is not to be construed as a guarantee or warranty. It is not intended or prepared for the purpose of fixing a value to the Property or as an option as to the advisability or inadvisability to purchase the Property or acquire share(s) in the condominium units being offered pursuant to the Sponsor's Offering Plan.

Equipment, Fixtures, Appliances listed may be substituted without notice with equal or similar manufacturer and/ or model.

(Table of Contents)

(a) Location and use of property
(b) Status of construction
(c) Site
(d) Utilities
(e) Sub-soil conditions
(f) Landscaping and enclosures
(g) Building size
(h) Structural system
(i) Auxiliary facilities
(j) Plumbing and drainage
(k) Heating
(l) Gas supply
(m) Air conditioning
(n) Ventilation
(o) Electrical system
(p) Intercommunication and/or door signal systems
(q) Public area lighting
(r) Garages and parking areas
(s) Swimming pool
(t) Tennis courts, playgrounds and recreation facilities
(u) Permits and certificates
(v) Violations
(w) Unit information
(x) Finish schedule of spaces other than units
(y) Safety and warning devices
(z) Additional information required
(aa) Further Development
(bb) Asbestos
(cc) Lead-based paint
(dd) Special Risk
(ee) Emergency Power Systems

A. Location and use of property:

1. Address: 133-27 39th Avenue
   Flushing, New York 11354

2. Block No.: 4972
   Lot No.: 65

3. Zoning: C4-2 (R6 Equivalent)
   Residential Equivalent R6

4. Zoning Map: 10b

5. Permissible uses: UG 2 – Residential
   UG 6,7,8,9,10,11,12,13 – Retail, Office, General Commercial
   The proposed uses shall comply with all zoning and use requirements at closing.

B. Status of construction:

1. Year built: The Building will be a newly constructed 15-story building. The anticipated start of construction is June 2015, the projected date of substantial completion is Summer 2018.

2. Class of construction: This is a Non-Combustible Fire Rated Structure, Construction Class I-B per 2014 NYC Construction Code.

3. Certificate of Occupancy: After completion of construction, the Sponsor will apply for a Certificate of Occupancy for the Building from the Department of Buildings of the City of New York and at minimum a temporary certificate of occupancy prior to closing of the first unit shall be issued.

4. The Sponsor was granted a new building work permit under DOB New Building Application No. 420653607 for architectural, structural, mechanical, and plumbing work on June 12, 2015.

C. Site:

1. Size: The size of the building is 465,389 gross square feet located on a site with a tax lot land area of approximately 48,708 square feet (approximately 305 ft. x 160 ft.).

   Number of buildings and use: There will be one new building with a Parking garage unit on the Sub-cellar 3 to Ground floors, Retail unit on the Ground to 1st floors, and a Residential tower with 192 apartment units from 2nd to PH 3 floors. Mechanical spaces are located on all floors. The primary residential entrance is located on street level on the south side of the Lobby floor along 39th Avenue.

   The building is constructed on a tax lot and is part of a single "zoning lot" as defined in Section 12-10 of the Zoning Resolution comprising of three other tax lots each with its own building designated as 133-36 37th Ave/ Building A, 37-09 College Point Blvd/ Building C, and 37-12 Prince St/ Building D. The building is designated as 133-27 39th Ave/ Building B. See Exhibit A Zoning Lot Plan.

The building will be accessible to and from 133-36 37th Ave/ Building A, and 37-09 College Point Blvd/ Building C on the Sub-cellar 3 to Sub-cellar 1 floors, and Ground to 2nd floors.

Residential "Open spaces" as defined in Section 12-10 of the Zoning Resolution are provided at street level plazas and roof terraces in the building and the adjacent building at 133-36 37th Ave/ Building A and 37-09 College Point Blvd/ Building C. See Section (dd) for additional information.

The 2nd floor Residential Amenity areas will be contiguous to amenity spaces located in 133-36 37th Ave/ Building A, and 37-09 College Point Blvd/ Building C. See Section T for additional information.

2. Streets owned or maintained by the project: See site plan for location. The streets adjacent to or in the vicinity of the site are 39th Avenue, College Point Boulevard and Prince Street. They are paved with asphalt topping, and are owned and maintained by the City of New York.

3. Drives, sidewalks and ramps;

(i) Paving: The existing concrete sidewalks are in fair condition constructed of concrete, and are specified to be replaced in its entirety by the Sponsor with a newly poured concrete sidewalk. The new sidewalks will be poured to match the existing slope and grade of the existing sidewalks, and shall include new curb cuts along 39th Avenue. The sidewalks will be maintained by the project.

(ii) Curbing: The existing curbing is concrete with steel edge and is in fair to good condition, and is specified to be replaced in its entirety by the Sponsor with new steel faced curb along the new sidewalks. The curbs will meet NYC code.

(iii) Catch basins, drainage: The catch basins are provided by the City of New York and are in good condition. Catch basins are located at the corners of the block.

(iv) Street lighting: The street lighting is provided by the City of New York and is in good working condition. Existing street lighting is located in front of the property and will be maintained. It is in good working condition. A formal request has been sent to the Department of Transportation to obtain specific information about the existing street light, including its material, height & bulb specifications. Street light is the property of and will be maintained by the City of New York Department of Transportation.

(v) All the items above are in conformity with local fire district, town and municipal codes.

D. Utilities:

1. Electric: A new electrical service consisting of 265/460 volt, 3-phase, 60 Hz will be provided by Consolidated Edison Company (Con Edison) from 37th Avenue within the Ground floor of 133-36 37th Ave/ Building A. The service will enter the building at the cellar level at 37th Avenue and will be terminated at main electric service and distribution equipment. The electricity consumed by the Units shall be separately and individually sub-metered by the building owner. The electricity consumed for the common areas and central systems serving the Building shall be electronically sub-metered by the building owner as a common expense.

2. Gas Service: A new high pressure gas service will also be provided by the gas utility company from 39th Avenue. An incoming service will be provided for the buildings heating, cooking and domestic hot water and one incoming service will be provided for the building's emergency generator. Gas service shall be provided by Consolidated Edison Company of New York (Con Edison). One gas meter will be to the boilers (for heating and domestic hot water) in the main central heating plant room for the space heating. The cost of gas for space heating will be collectively metered for the building and borne by all Unit Owners as a General Common Expense.

   One gas meter will be to the cooking ranges located within the residential units and will be collectively metered for the building and borne by all Unit Owners as a General Common Expense.

   The cost of gas for domestic hot water heaters and space heating for the General Common areas will be sub-metered for the building and borne by respective Unit Owners as Common Expenses. Gas service shall be provided by Consolidated Edison Company of New York (Con Edison).

3. Water/Sewer: The building will be provided with a master metered domestic water service. The combined storm and sanitary drainage connects to the New York City Public Sewer System. The cost of water and sewer for the General and Grouped Common areas will be metered for the building and borne by respective Unit Owners as Common Expenses.

4. Telephone: Voice Service will be provided by Verizon and/ or other regulated companies. Each Unit Owner will be required to pay the voice charges associated with the Unit.

5. CATV: Video Service will be provided by the local video provider and each Unit Owner will be required to pay the installation, activation and monthly service charges associated with the Unit.

6. Broadband/data – Broadband Service will be provided by the local Telecommunication provider and each Unit Owner will be required to pay the installation, activation and monthly service charges associated with the Unit.

E. Sub-soil conditions:

1. The sub-soil condition is based on the subsoil investigation conducted by Geo-Design. Soils encountered during the course of this investigation consisted of clay, silt, sand, gravel and boulders mostly uncertified and unsorted. The stabilized water level varies from approximately elevation 15 feet to elevation 19 feet. The stabilized water level under the proposed slab is assumed at elevation 22 feet for analysis. The lowest sub cellar level is elevation 7 feet and therefore within the existing water table.

2. The project site is outside the 100-year and the 500-year flood plain according to the Federal Emergency Management (FEMA) Advisory Base Flood Elevation Map for Queens-Bronx Counties.

3. The Building is located on parcels with environmental designation placed by the New York City Department of City Planning as part of the CD 7 Downtown Flushing Rezoning-CEQR # 95 DCP 052Q. The Project's Remedial Action Plan (RAP) and site-specific Construction Health and Safety Plan (CHASP) have been accepted by the New York City Office of Environmental Remediation (OER). A Certificate of Occupancy will be issued by the New York City Department of Buildings upon approval and issuance of a "Notice of Satisfaction" of the Remedial Closure Report and Window Installation Report by the

OER. For additional information please refer to NYC OER Project Number 15ENOS328Q.

The Sponsor is an enrollee in NYC's Office of Environmental Remediation (OER) Voluntary Cleanup Program (VCP). A Voluntary Cleanup Program Agreement (VCA) was signed and executed, and a Remedial Action Work Plan (RAWP) was prepared to address any potential contamination on the Site. Through Site investigations, it has been established that there is soil and soil vapor contamination at the Site. Under the stipulations of the VCA and RAWP, measures must be taken at the Site, specifically NB2 (Building), to protect future occupants of the Building from potential soil vapor intrusion. These measures include excavation of contaminated soil, installation of waterproofing/ vapor barrier. Additionally, the future use of the Building subgrade levels as a parking garage will necessitate the installation of an air handling and ventilation system to address emissions of vehicles, which concurrently satisfies the environmental requirement to mitigate potential soil vapor intrusion.

F. Landscaping and enclosures:

1. Grass cover: Ornamental grasses will be planted within selected areas of raised planters and containers along the Residential street level plaza, Retail plaza, and the 2nd floor Residential roof terrace on the roof of the Podium. The 2nd floor Residential terrace on the roof of the Podium will only be landscaped if the adjacent building at 37-09 College Point Blvd is built. The irrigation system shall be by drip line system.

2. Plantings: The raised planters and containers will include but are not limited to ornamental grasses and groundcover located in the Residential street level plaza, Retail plaza, and the 2nd floor Residential roof terrace on the roof of the Podium. The 2nd floor Residential terrace on the roof of the Podium will only be landscaped if the adjacent building at 37-09 College Point Blvd is built. The irrigation system shall be by drip line system.

3. Trees: Trees will include but not limited to ornamental, deciduous and evergreen trees and are located in the Residential street level plaza, Retail plaza, and the 2nd floor Residential roof terrace on the roof of the Podium. The 2nd floor Residential terrace on the roof of the Podium will only be landscaped if the adjacent building at 37-09 College Point Blvd is built. The irrigation system shall be by drip line system.

4. Fencing: None.

5. Gates: None.

6. Garden walls: Along a portion of the west property line along the 39th Avenue garage entrance close to the adjacent existing building. Garden walls shall be constructed of poured in place concrete.

7. Retaining walls: Along a portion of the south side of the building adjacent to 39th Avenue. Retaining walls shall be of masonry construction of varying height surrounding landscaped planting beds.

8. Display pools and fountains: None

G. Building size:

1. Total height: The building is comprised of four underground levels and one basement,

with a fifteen story mixed-use commercial and residential building on top. The building is approximately 182 ft. 6 in from ground level to highest part of roof.

2. Crawl spaces: One utility access tunnel along westerly side of building at cellar level.

3. Number of sub-cellars and cellars: One cellar and three sub-cellars.

   Note: The three sub-cellar floors and one cellar floor belonging to the commercial podium portion of the site located under the residential tower. Parking garage is located on the three sub cellar levels and commercial uses and incoming utility services are located at the cellar level. See Exhibit B for Podium Diagram.

4. Number of floors: The building has fifteen floors, roof, and a mechanical bulkhead on top.

   The construction and market floor designations correspond as follows:

Construction Floors	Market Floors
Sub-cellar 3	Sub-cellar 3
Sub-cellar 2	Sub-cellar 2
Sub-cellar 1	Sub-cellar 1
Cellar	Ground
Basement	Lobby
1	1
2	2
3	3
4	5
5	6
6	7
7	8
8	9
9	10
10	11
11	12
12	PH
13	PH1
14	PH2
15	PH3
Roof	Roof
Bulkhead	Bulkhead

5. Equipment rooms: There are equipment rooms for fire pumps, electric and gas equipment rooms on the ground level of the building shared by both the residential and commercial building parcels. There are equipment rooms on the residential tower roof for the residential elevator controllers. Cooling towers, boilers and associated pumps serving both residential and commercial building portions are located on the roof.

6. Parapet: Height from top of roof or exterior floor to top of parapet coping will be a minimum of 3'-6". Additional railings are fastened to the parapets at roof terraces.

H. Structural system:

Foundations consist of a reinforced concrete mat foundation bearing on the subsoil. Evaluation of sub-grade will be made by the engineer for controlled inspections prior to the footings being placed. Prior to the placement of reinforced steel, the footing sub-grades should be thoroughly cleaned of loose soil and rock fragments, mud, debris and all other deleterious material. The Sub-Cellar-3 floor slab will be a 48" foundation mat design, bearing on a waterproof membrane-on-mud slab. The perimeter walls and mat floor of the cellar will be continuously waterproofed. Any temporary excavation bracing will be designed by the contractor's engineer.

The building structure shall be a cast-in-place concrete flat plate system. Normal weight concrete, with a density of 145 pounds per cubic foot shall be used for the entire framing of the super structure. All floors are designed as thin 8" flat plates. Transfer beams are utilized at the setback floors where columns do not align between floors. All lateral forces are resisted by a combination of the shear walls and the stair and elevator cores. Columns are designed for the gravity loads and for deformation compatibility with the lateral force resistance system.

A secant pile wall shall be installed along the western property line. The secant pile wall shall consist of overlapping 30 inch diameter concrete piles installed with a center to center spacing of 2 feet and reinforced with steel beams installed at a 4 foot spacing.

The primary structural frame is designed to conform to all the relevant criteria of the current New York City Building Code.

1. Exterior of buildings: The new building will require Local Law 10 and Local Law 11 inspections. Currently, Local Law 11 inspection begins 5 years after the initial Temporary Certificate of Occupancy.

   (i) Walls: The exterior wall construction consists of a prefabricated, structurally glazed, curtain wall and window wall systems as manufactured by Gaoxin Corporation and installed per manufacturer's specifications on all sides. The system will be comprised of fixed and operable vision glazing with glazed or metal panel spandrel panela at floor level and with integral trickle vents for ventilation within residential units. Glazing at all floors will be Kynar coated aluminum with insulated double glazed lites A porcelain panel veneer rain-screen system manufactured by Porcelanosa with insulation-on-air barrier-on-concrete masonry unit or metal stud framed back up walls also appear on all sides.

   Exterior walls of the bottom retail podium floors consist of an aluminum and glass storefront system as manufactured by YKK AP America Inc. and shall be installed per manufacturer's specifications on all sides with manufacturer's standard warranty.

   Walls are insulated as required by the NYS Energy Code. Typical interior walls and the inside face of exterior walls are to be comprised of 3 5/8" metal stud with 5/8" gypsum board on either side. There will be 3" batt insulation as well as acoustical sealant at the floor and ceiling. Batt insulation is faced, glass-fiber blanket insulation meeting ASTM 665, Type III, Class A, flame spread index of 25 or less Category 1.

   (ii) Windows: The windows at all floors will be painted aluminum fixed with hinged in-swing insulated double glazed sashes and have the same manufacturer as the curtain wall and window wall systems with manufacturer's standard warranty. All windows are Kynar coated aluminum windows. The windows do not have screens but do have restrictors to meet NYC code. Silicone sealant will be used at all window edges.

(iii) Landmark status: 133-27 39th Avenue is not a landmark nor is it located in a landmark district.

2. Parapets and copings: Parapets are 42 inches above exterior walking surface. Aluminum and glass with back-up masonry at roof parapets with aluminum copings. Glass rail system to meet NYC code at balconies.

Chimneys and caps: Boilers for space heating and domestic water will be provided with direct vented system: UL1738 listed double wall construction vents for condensing boilers: Inner Shell: AL294C or equivalent; Outer Jacket 441L stainless steel or equivalent. Commercial kitchen hood ductwork risers will be constructed to comply with NFPA 96. Concealed: Black iron: 16 US gage for areas up to 155 sq. in.; 14 US gage up to 200 sq. in.; 12 US gage up to 255 sq. in.; 10 US gage for greater areas. Welded seams and joints. Pressure Class: Negative 7-inch wg. Provide fire rated access doors at rated construction.

3. Balconies and terraces.

Private terraces/balconies will be appurtenant to the following units:

Unit No.	Terrace/ Balcony Orientation
5-8 A, C, E-G, T	North Wall
5-8 Q, R	West Wall
5-8 H, J-N, P	South Wall
9-PH A, C, E-G, R, S	North Wall
9-PH H, J-N, P, Q	South Wall
9-PH Q, R	West Wall
PH1 C	East-North Walls
PH1 D	East-South Walls
PH1 G	West-South Walls
PH1 H	West-North Walls
PH2 A, B	North Wall
PH2 C, D	South Wall
PH2 E, F	West Wall
PH3 A	West-South Walls
PH3 B	West-North Walls

(i) Deck finish: Precast concrete pavers on terraces and exposed concrete with an epoxy traffic coating on balconies.
(ii) Balustrade: N.A.
(iii) Railings: Safety Glass and aluminum rail system to meet NYC code.
(iv) Copings: Aluminum.
(v) Soffits: Insulated metal panel soffit at outdoor portions of 2nd floor terrace beneath the residential tower. No soffits at balconies and other private terraces. Exposed underside of cast-in-place concrete balconies to be painted.
(vi) Doors to balconies and terraces: Aluminum extruded frames with Low E insulated glass as manufactured by Gaoxin Corporation.

4. Exterior entrances.

(i) Exterior doors and frames: Aluminum and tempered insulated glass door with manufacturer's standard hardware. The building entrance door will not be locked.

(ii) Vestibule doors and frames: Aluminum and tempered glass door with electric strike lock set.

(iii) Entry Canopies: An entrance canopy is located along the westerly side of the 39th Avenue street frontage and shall be constructed of a permanent steel frame structure with single ply membrane roof and clad with a stone veneer and a aluminum baffle ceiling system.

(iv) Exterior stairs: Exterior stairs are located along the easterly side of the 39th Avenue street frontage for access to the retail. Stairs are to be of cast-stone with cast-in-place concrete ramps and masonry retaining walls.

(v) Railings: Glass and metal railings (aluminum or steel) to a height of 3'-6" above walking surface.

(vi) Mail boxes: Mail boxes for the residential occupancy are located in the Lobby at the 2nd Floor. Mail boxes will be front loading aluminum, and U.S. Government approved. Mailboxes are to be recessed into wall and meet with NYC codes & ADA codes.

(vii) Lighting: Lighting will be provided in the lobby and public corridors. Exterior accent lighting is provided on the ground, and second floors as well as on the cellar and first level retail floors.

5. Service entrances: None

6. Roof and roof structures.

(i) Type of roofs for all areas:
- a) Material: Single-ply or liquid applied roof membrane as manufactured by Firestone/ American Hydrotech.
- b) Insulation: Insulation shall be as per roofing manufacturer's recommendations with an R value as required to meet the NYC Energy Code.
- c) Surface finish: Concrete paving system at accessible roof areas, exposed membrane at other areas.
- d) Bond or guarantee: 15 years, which will be assignable to the condominium.
- e) Flashing materials including counter flashing: Aluminum
- f) Public Terrace and Courtyard Roofs will be of cast-in-place concrete construction and have a liquid membrane roofing system.
- g) Walking pads shall be provided at locations requiring maintenance access that are not covered with concrete paving.
- h) Insulation is minimum 2" tapered insulation with a slope of 1/16" for every 1'-0" of horizontal distance.

(ii) Drains:
- a) Location, material and type: Multiple roof drains will be connected to multiple leaders extended from the roof to the ground floor and collect together and discharge into the street side of the house sewer. The piping material will be cast iron. Storm water detention shall be accommodated on roof areas.
- b) Gutters and leaders: Gutter and leaders shall be used at select locations for drainage of bulkhead and penthouse roofs.
- c) Drains are to be cast iron. Gutters and leaders to be sheet metal.

(iii) Skylights: Located within PH 2 floor duplex unit.

(iv) Bulkheads:
- a) Stairs: Brick masonry veneer on concrete masonry back-up wall.
- b) Elevator: Brick masonry veneer on concrete masonry back-up wall.

c) Other: None

(v) Metal work at roof levels:
(a) Exterior, metal stairs: None
(b) Vertical ladders, including gooseneck: None
(c) Railings: Painted metal
(d) Hatches to roof: None
(e) Other: Painted metal covered pathway
(f) Ladders are to be painted galvanized steel.
(g) Rails are to be painted aluminum.

(viii) Rooftop facilities: FAA obstruction lights.

7. Fire escapes. None

(i) Yard and courts: None

8. Interior stairs.

(i) Number of stairs of each type: There are two stair cores in the residential tower each containing a fire stair. Both tower exit stairs will extend from the street level to the Roof. Two separate exit stairs are also provided for exit from Sub-cellar 1, 2, and 3 garage floors.

There is an internal unenclosed open-riser communicating stair within Units PH2 A and PH2 D.

(ii) Enclosure: The fire stairs will be enclosed with a min. 2 hour rated metal stud and gypsum board wall construction.

The PH2 A and PH2 D Unit stairs are unenclosed.

(iii) Stair construction: Concrete

The PH2 A and PH2 D Unit stairs are constructed of steel and wood.

(iv) Stringers: N.A.

(v) Treads: Concrete

The PH2 A and PH2 D Unit stair treads are constructed of steel and wood.

(vi) Risers: Concrete

The PH2 A and PH2 D Unit stair risers are constructed of steel and wood.

(vii) Guard rails: Code compliant guardrails will be provided.

The PH2 A and PH2 D Unit stair shall have code compliant metal guardrails

(viii) Balustrade: N. A.

9. Interior doors and frames:

(i) Unit entrance and interior doors and frames: Entrance doors and frames are hollow metal self-closing fire-rated. Interior doors are solid core wood doors and frames.

(ii) Corridor doors and frames: Hollow metal self closing fire-rated.

(iii) Stair hall doors and frames: Hollow metal self closing fire-rated.

(iv) Roof doors, basement doors and frames: Hollow metal self-closing fire-rated.

10. Elevators:

(i) Number of passenger and service elevators: 10 new passenger elevators (PE No.'s 1 -10) and 2 escalators are in the Building

In the Residential Section, 3 new passenger elevators (PE No.'s 1-3) shuttle residents from Sub-cellar 3 floor in the Parking Unit the lobbies on the Lobby and 2nd floors. 3 new passenger elevators (PE No.'s 4-6) shuttle residents from the 2nd floor Lobby to the residential units located on floors 3 thru PH 3.

In the Retail Unit, four new passenger elevators (PE 7-10) are used to shuttle occupants from Sub-cellar 3 to 1 floors in the Parking Unit to the Ground and 1st floors in the Retail Unit.

(ii) Manufacturer and capacity: Passenger Elevators no. 1-6 – Thyssen-Krupp, 3,500 lbs. capacity, 11 passengers; Passenger Elevators no. 7-10 – Thyssen-Krupp, 6,000 lbs. capacity, 14 passengers;

(iii) Type of operation for each elevator: Passenger

(iv) Automatic: Automatic passenger

(v) Floors served:

PE 1-3 services Sub-cellar 1 to 3 floors, and cellar (construction) to 2nd floors. PE 4-6 services floors 2 through PH 3.

PE 6-10 services floors Sub Cellar 3, Sub Cellar 2, Sub Cellar 1, Ground, and 1.

(vi) Types: PE 1-6 - overhead gearless traction, machine mounted in hoist way.PE 7-10 holeless hydraulic.

(vii) Doors: Automatic slide

(viii) Location of control rooms: See plans.

(ix) DC motor: N.A.

(x) AC motor-generator set: Imperial

(xi) Other. Controller- Motion control engineering

11. Elevator cabs:

(i) Kind: As per selected Manufacturer's standard product

(ii) Floor: Passenger elevators: stone tile.

(iii) Walls: Stainless Steel Panel, Wood, Acrylic Lens

(iv) Ceiling: Painted Metal

(v) Lighting: Fluorescents

(vi) Alarm, safety system. Standard stop and alarm button Firemen's Service. Alarm provided per NYC code and CCTV camera to front desk in Lobby and digital recorder.

I. Auxiliary facilities:

1. Laundry rooms: All residential units will be provided with plumbing and electrical connections for laundry equipment. Washer & dryer units are electric and ventless. A separate common laundry room for residents is located on the Ground floor to be equipped with vended and vented gas dryers and washing machines.

   (i) Location and number of rooms: One washer and dryer within each residential unit. Four larger capacity vented gas dryers and four washing machines within the common laundry room located on the Ground Floor.

   (ii) Front load stack washer & dryer type: Miele electrical washer and dryer or equal in the residential units.

   (iii) Front load washer and dryer type: Whirlpool or equal in the common laundry room.

   (iv) Room ventilation: The common laundry room ventilation/ makeup air will be provided by a heating and ventilating unit.

   (v) Dryer ventilation: The gas dryers in the common laundry room will be mechanically exhausted to the outdoors via a central dryer exhaust system.

2. Refuse disposal: The residential floors will be provided with a 24" diameter refuse chute accessible via a refuse disposal room. The refuse chute terminates at a trash storage/ compactor room on the 2nd floor.

   Refuse will be transferred to the loading docks located at 133-36 37th Ave/ Building A for disposal from the sidewalk fronting Building A along 37th Avenue. The loading docks are accessed via freight elevators located on the 2nd floor in 133-36 37th Ave/ Building A and stop at the loading docks located on the first floor. See Exhibit C for Loading Docks Access Diagram.

   If access to the loading docks are not available because 133-36 37th Ave/ Building A has not been complete, refuse disposal will be transferred from the trash storage/ compactor room on the 2nd floor via the residential elevators to the sidewalk fronting the building along 39th Avenue.

   (i) Incinerator(s): None

   (ii) Compactor: One compactor by Wilkinson Co., Inc., or similar located in the Trash compactor room on the 2nd floor. Compactor is hydraulic type with a capacity of 1,500 lbs. per hour at an approximate density of 125 lbs. per cubic yard.

   (iii) Approvals by authority having jurisdiction: N.A.

   (iv) Initial storage location: On 2nd Floor.

(v) Pick-up schedule: The pick-up is by the New York City Department of Sanitation on a regular basis.

3. Recycling: Recycling will be picked up by the New York City Department of Sanitation form the sidewalk on their regular schedule.

(i) Recycling bins: Located in refuse disposal rooms at residential floors.

(vi) Initial storage location: Refuse disposal at each residential floor and refuse storage at 2nd Floor.

4. Additional auxiliary facilities:

(i) Package room: located on the Lobby floor and to be used by unit owners in this building and 37-09 College Point Blvd/ Building C "Tangram House West".

(ii) Storage room: located in Sub-cellar 3 and Sub-cellar 1 floors. There are a total of 113 storage units and to be used by unit owners in this building and 37-09 College Point Blvd/ Building C "Tangram House West".

(iii) Bicycle storage room: located in Sub-cellar 2 floor. There are a total of 153 residential bicycle storage spaces and to be used by unit owners in this building and 37-09 College Point Blvd/ Building C "Tangram House West".

J. Plumbing and drainage:

1. Water supply: The building will be provided with one 6-icnh domestic water service provided from the street main located in 39th Avenue. The water service will be provided with a main shut off valve, water meter and reduced pressure zone backflow prevention device. All equipment will be located in the water meter room located at the cellar level. A triplex booster pumping system located in the cellar level water meter room will increase street water pressure to provide water to the buildings residential units through multiple cold water risers. The building will have two domestic water pressure zones. Pressure reducing valves for the domestic water low zone will be provided at the upper mechanical floor. A 3-inch cold water tap will be made prior to the domestic water booster pump, this line will feed the retail tenants and each tenant will be provided with a water sub meter to generate a separate bill for the tenant. Domestic water booster system: Triplex pumps: 133 GPM @240 feet head each. 132 gallon pre-pressurized well tank provided.

Hot water will be generated by utilizing boiler water and a domestic hot water generating station located at the upper mechanical floor. Hot water will be provided for all residential units. Hot water is not provided to future retail tenants, a boiler hot water loop will be provided for future tenants to tap into and provide a local hot water generating station.

All hot water and cold water supply piping shall be Type 'L' hard temper copper tubing with 95-5 tin-antimony soldered joints and mechanical joints (pro-press_. All mains and risers will be insulated. All hot and cold water piping to be insulated.

2. Fire protection system: The building will be provided with a 6" combined fire service from the street main in 39th Avenue to support fire hose racks and sprinklers within the building. A 500 GPM fire pump in the cellar will supply water to acombined sprinkler/standpipe system with risers in the required stairs. Each required stair will be provided with a fire hose valve, in addition each retail tenant will be provided with a fire

hose rack within their space. At each floor there will be a sprinkler floor control valve assembly, in addition each retail tenant will be provided with a sprinkler control valve assembly within their space. A combined sprinkler/standpipe riser will connect to a sprinkler rig and sprinkler distribution will be provided for each floor and retail tenant.

3. Fire pump: Aurora Splitcase Fire pump Model 5-481-17 (125 HP). Jockey pump (2 HP) Hose valves provided at each floors. A fire department (Siamese) connection is provided on each side of the building facing the street. Sprinkler heads shall be upright type, concealed type and sidewall type.

   (i) Sprinkler/Standpipe: Black steel schedule 40/schedule 10

   (ii) Hose racks, hoses and nozzles: (2) 2-1/2" valved capped outlet per residential floor in the required stairwell. (1) 2-1/2" valved capped outlet per retail tenant.

   (ii) Sprinkler heads: Wet system with sprinkler heads in accordance with NYC code will protect all retail tenants, residential units and equipment/mechanical rooms. A dry system in accordance with NYC code will protect the parking garage and all untreated areas. Sprinkler heads shall be one of the following types: upright, concealed or the side wall heads. Each residential apartment unit is provided with either concealed type or the side wall type to provide the required coverage. The mechanical equipment rooms are served with upright heads. All sprinkler head types will coordinate with ceiling construction provided.

   (iv) Siamese connection: Two Siamese connections will be provided on the front of the building facing 39th Avenue.

4. Water storage tank(s) and enclosures: None

5. Water pressure and how maintained: A triplex booster pump will increase street water pressure to provide water to the floors through multiple cold water risers. Pumps will provide adequate pressure during peak demand. Water pressure varies from 20 psi (min) to 80 psi (max).

6. Sanitary sewage system: Multiple sanitary plumbing stacks will be provided to collect sanitary waste from bathroom fixtures, kitchen fixtures, floor drains, clothes washers and other plumbing fixtures. Sanitary stacks will be connected together at the ceiling of the 2nd floor and discharge waste by gravity to the street sewer.

   (i) Sewage piping: sanitary sewage will be conveyed by gravity via vented soil and waste branches, stacks and building drains, to a combined house sewer. Drainage and vent piping will be no-hub cast iron piping with stainless steel couplings and rubber gaskets.

   (ii) Sewage pumps: Duplex sewage ejector pumps will pump waste water and sewage from the 1st floor down to the sanitary system downstream of the house traps. A duplex sewage ejector will be provided on sub-cellar level 3, FLYGT MODEL NP3102WL-IMP463 153 GPM at 40 feet of head. A duplex sewage ejector will be provided on sub-cellar level 2, FLYGT MODEL NP3102WL-IMP463 153 GPM at 40 feet of head.

   (iii) Sewage disposal: City of New York.

   (iv) Permits required: A plumbing, sprinkler, fire alarm, boiler and standpipe permit are required. Permits will be obtained once plans are approved.

7. Permits required: A plumbing, sprinkler, fire alarm, boiler and standpipe permit are required. Permits will be obtained once plans are approved.

   Retail tenant units are provided with a sanitary line for connection. If required, tenant shall provide their own grease traps before connecting to the provided building sanitary connection. Tenant shall be responsible for maintaining their own grease trap and the grease removal.

   Retail tenant units within range of common grease interceptor are provided with both sanitary and grease lines for connection. If required, tenant shall connect all the grease producing fixtures to the grease line. The grease lines from these tenants connect to a common grease trap which will be maintained by the building. Tenant shall be responsible for maintaining the grease lines from their space to the point of connection at the inlet header of the grease traps.

8. Storm drainage system: Storm water drainage from 18 roof drains to grain by gravity to (3) storm water house traps that connect to street municipal sewer.

   (i) Catch basins: 1,500 Gallon Storm Water Detention Tank provided for area drains located at the entry plaza.

   (ii) Yard and roof drains: The building will be provided with a roof detention system to comply with NYC DEP rules and regulations. Roof drains with restricted flow and emergency overflow drains will be installed on all roofs and terraces. Scupper drains will be installed for EMR and bulkhead roofs and will spill to the lower roof levels. Detention tank system will be provided for plaza entry area and will comply with all NYC DEP rules and regulations. Numerous of roof drains and terrace drains from upper floors require spilling over drains on lower levels to comply with NYC DEP rules and regulations.

   (iii) Piping: Cast iron piping

   (iv) Ejector or sump pumps: Elevator sump pumps will be provided in the pit of all elevators. Elevator sump pump discharge shall spill indirectly into sanitary system. Sump pumps will be provided in the garage and will pump water from garage drains into the storm system. Elevator and sump pumps: FLYGT 50 GPM at 22 feet of head.

K. Heating:

1. Heating and distribution of hot water: The primary form of heating in the apartments shall be water source heat pump units. The heat pump units absorb heat from a heat pump water loop. Heat shall be added to the heat pump water loop via gas fired condensing type boilers. One (with 1 additional standby) hot water pumps located in the boiler room on the PH3 floor will inject hot water into the heat pump water loop to maintain temperature during heating operation. An average interior temperature of 70 degrees F when outside conditions are 10 degrees F will be maintained.

2. Number of boilers: Three (3) gas fired condensing boilers. Boiler: Aerco Model BMK-6000. Input: 6000 MBH. Output: 5610 MBH.

3. Manufacturer and age of boiler(s): Manufactured by Aerco. The life cycle of the boiler is approximately 15 years.

4. Manufacturer and age of burners: Aerco boiler. The life cycle of the burner is

approximately 15 years. A control panel will control the boilers and associated pumps.

5. Type of controls: The boiler controls will be factory standard as required by the agencies having jurisdiction. The boiler will maintain proper space temperatures as per code requirements.

6. Radiators, piping, insulation, valves, pumps: Water will be distributed to the hot water system throughout the building through one (one additional stand-by) circulating pump located in the boiler room on the PH3 floor. Hot water pumps: Two (2) pumps (one stand-by): 300 GPM, 90' Head, 15HP each.

7. Fuel type and grade: Natural gas.

8. Location of oil tank, materials, enclosure: N.A.

9. Capacity of oil tank: N.A.

10. Domestic hot water: boilers will generate hot water to be used in domestic hot water heaters/ water to water heat exchangers. The domestic water heaters will be located on the roof, 5200 MBH nominal capacity, with (2) 200 gallons of storage, Model AERCO/HUBBELL/FPS DHWG-PHM. Hubbell shall warranty all electrical components against defects in workmanship and material for a period of one (1) year from date of start-up, and the pressure vessel for a full five (5) years Non Pro-Rated (Optional Specification: full ten (10) years Non Pro-Rated) from date of start-up, provided that the unit is started within three (3) months of date of shipment and installed and operated within the scope of the tank design and operating capability. Each water heater shall be shipped with a complete set of installation and operating instructions including spare parts list and approved drawings.

11. Common areas: Residential corridors will be heated and ventilated from rooftop packaged direct expansion air conditioning unit provided with gas fired heating section. Common areas such as lobby, fitness room, lounge will be heated from water source heat pump units provided for these spaces.

L. Gas supply:

1. Type: Natural (High Pressure) gas service will enter the building from 39th avenue. The utility company will supply high pressure gas to the building via 2 inch gas service pipe. This service will supply residential cooking ranges, building boilers for heating and domestic hot water, common dryers and retail tenants.

2. Meters: The gas utility will have three meters. One meter (twin set) will service all the residential units' cooking, the second meter is for the building's corridor make up air units and boilers (space heating) and domestic hot water and the third meter is for the emergency generator. The gas meter room will have provisions for extra gas meters to be provided for tenants with Kitchen-Ready Units that require gas.

3. Piping: Black steel.

M. Air conditioning:

1. Type of system: The primary form of cooling in the building on floors 3 through PH shall be via water-source heat pump units rejecting heat to a heat pump water loop. The primary form of cooling in the building on floors PH1 through PH3 shall be via multi-split

water-cooled direct expansion variable refrigerant flow heat pump units with heat recovery capability. The systems consist of multiple suspended evaporator fan coil units connected to a single indoor water-cooled direct expansion condensing unit via a 3-pipe refrigerant distribution system. The condensing units reject heat to a heat pump water loop. Separate water cooled direct expansion air conditioning units with hot water heating coils shall provide cooling and ventilation for the Electrical room. Separate split air cooled heat pump units will be provided for the elevator machine room and emergency distribution room. Ventilation/Makeup air for apartments and corridors will be provided by packaged constant air volume (CAV) and variable air volume (VAV) air cooled direct expansion air conditioning units with gas heat and energy recovery section. The air conditioning systems are designed to meet all requirements of the New York State Energy Code.

2. Central system: Two (2) cell 600 Ton open loop cooling tower located on the roof of the building. The Cooling Tower shall be manufactured by Evapco (or equal). The Cooling Tower is capable of handling complete building cooling loads under conditions of NYS Energy Code.

   The cooling towers will require inspections and maintenance.

   One (1) cooling tower water pump (one additional standby) shall circulate water through the cooling tower side of the plate and frame heat exchanger.

   One (1) heat pump water loop pump (one additional standby) shall circulate water through the heat pump water loop side of the plate and frame heat exchanger.

   Cooling plant system is based on peak "block" cooling load for the Building in accordance with ASHRAE Guide recommendations.

3. Common areas such as lobby, fitness room, lounge will be cooled from water source heat pump units provided for these spaces. Units to be manufactured by Climate Master or approved equal.

4. Individual units: Individual units are designed to meet all requirements of NY State Energy Code. Cooling capacities are based on ASHRAE and ARI conditions of 89 degree F DB/73 degree WB outside, 75 degree F DB inside air. Individual residential units on floors 3 through PH will be provided with water source, electrically driven heat pump units of capacities shown on plans. Quantities of units for each type as shown on plans; EER ratings and amperage as indicated in table below meeting or exceeding requirements of New York State Energy Code. Heat pump units were sized for the estimated individual peak cooling-heating requirements of each residential unit. Thermostats are programmable electronic unit mounted type, to control each individual heat pump units corresponding heating or cooling as required. There will be access panels in the residential units to access the heat pump units.

Symbol	Manufacturer / Model	CFM	Condenser Water Data - Water Flow (GPM)	Cooling Capacity (Total MBH)	Heating Capacity	Total Unit FLA	EER
VHP-A	Climate Master/ TSM-12	440	3.0	11.31	17.6	5.5	13.8

Symbol	Manufacturer / Model	CFM	Condenser Water Data - Water Flow (GPM)	Cooling Capacity (Total MBH)	Heating Capacity	Total Unit FLA	EER
VHP-B	Climate Master/ TSM-15	655	3.75	14.24	18.9	6.6	13.0
VHP-C	Climate Master/ TSM-18	655	4.5	17.15	23.2	7.6	12.7
VHP-D	Climate Master/ TSM-24	785	6.0	24.01	32.1	13.9	13.1

Individual residential units on floors PH1 through PH3 will be provided with multi-split water-cooled direct expansion variable refrigerant flow heat pump evaporator units of capacities shown on plans. Quantities of units for each type as shown on plans; EER ratings and amperage as indicated in table below meeting or exceeding requirements of New York State Energy Code. Units were sized for the estimated individual peak cooling-heating requirements of each residential unit. Thermostats are remote programmable electronic wall mounted type, to control each individual heat pump units corresponding heating or cooling as required. There will be access panels in the residential units to access the heat pump units.

Symbol	Manufacturer / Model	CFM	Cooling Capacity (Total MBH)	Heating Capacity	Total Unit FLA	EER
See Plans	Mitsubishi/ PEFY-P12NMAU	370	12.0	13.5	0.97	NA
See Plans	Mitsubishi/ PEFY-P15NMAU	490	15.0	17.0	1.16	NA
See Plans	Mitsubishi/ PEFY-P24NMAU	670	24.0	27.0	1.80	NA
See Plans	Mitsubishi/ PEFY-P30NMAU	880	30.0	34.0	2.0	NA
See Plans	Mitsubishi/ PEFY-P36NMAU	1340	36.0	40.0	2.66	NA

N. Ventilation:

1. Residential Kitchens:

All Studio apartments (located on floors 3 to PH), and 1 and 2 bedroom apartments

(located on floors 3 to 12) will be provided with general kitchen exhaust at a rate of 40 CFM (cubic feet of air per minute) per kitchen. System will be designed as constant air volume system.

1, 2, and 3 bedroom apartments located on floors PH to PH3 and apartments Q and R located on floors 9 to 12 will be provided with ducted kitchen hood exhaust designed to run continuously at flow rate 30 CFM and reset to 400 CFM controlled from local switch when hood is on. Central kitchen hood exhaust system will be designed for variable air volume VAV and provided with independent pressure controlled exhaust air terminals located in apartments.

Make-up air from central make-up air system will be provided for 2 bedroom apartments that are provided with general kitchen exhaust. System will be constant airflow system.

Make-up air for all apartments provided with ducted kitchen hood exhaust will be supplied from central system designed as variable air volume. Independent pressure controlled air terminals will be provided for each apartment. Terminals will be interlocked with kitchen hood exhaust terminals to maintain air flow balance in apartment.

There will be access panels in the residential units to access the air terminal units.

2. Residential Bathroom:

Residential bathrooms shall be provided with continuously operated bathroom exhaust at a rate of 35 cubic feet of air per minute.

Non Residential Bathrooms:

Interior non-residential bathrooms shall be provided bathroom exhaust at a rate of 75 cubic feet of air per minute for each water closet/urinal.

3. Public Corridor:

Ventilation air for public corridors will be provided by packaged air cooled direct expansion air conditioning units with gas heat and energy recovery section.

4. Residential Unit Washer and Dryers:

Individual washer/dryers are provided in Residential Units. All residential unit dryers shall be ventless type and run on electrical power.

5. Laundry Room:

Washer/dryers are provided in the common laundry room. Each clothes dryer in the laundry room will be mechanically exhausted to the outdoors via a central dryer exhaust system. The laundry room ventilation/makeup air will be provided by a heating and ventilating unit.

6. Amenities/Utility Rooms:

The amenities/utility rooms ventilation air will be provided by an energy recovery ventilation unit with pretreated outside air ducted to water cooled direct expansion heat pump units.

7. Trash Vestibules:

Refuse chute access rooms serving each residential floor will be ventilated with an exhaust ventilation system exhausting rated by manufacturer as 70 cubic feet of air per minute per room.

8. Gas Meter Room:

   The Cellar gas meter room will be vented to the outside.

9. Residential Post-Fire Smoke Purge:
   Post fire smoke purge system consisting of reversible fans located on the roof bulkhead will exhaust from or supply outside air to their respective stairwells in accordance with the NYC Building Code.

10. Residential Ventilation:

    Ventilation/Makeup air for residential areas will be provided by packaged rooftop direct expansion air conditioning units with gas heating and energy recovery section.

O. Electrical system:

1. Service from main service switchgear: A 265/460V, three phase, 4 wire electric service will be provided to the building from Con Edison. A 4000 Amp main service switch located in the 133-36 37th Ave/ Building A will feed a 4000A main switchboard MSB-HV-A-2 located on the 2nd floor of 133-27 39th Ave. This switchboard will serve the residential and building house loads (not including the fire pump, fire alarm system or building elevators). The residential units will be served from a 1500KVA, 480V-120/208V step down transformer located on the 2nd floor. Power is then distributed via (4) 1200A switches and (1) 600A fusible switch to meter closets located in the building electric closets located on the residential floors. Each apartment will then be provided with separate 120/208V single phase electric service which will be sub-metered by the building owner.

   Electrical service for the retail unit shall be served from a separate 2000 Amp main service switch located in the 133-36 37th Ave/ Building A which will feed a 2000A main switchboard DB-RT-C located in the cellar of 133-27 39th Ave. Two (2) 800A retail wiring troughs will be provided for future tie in for future individual retail operations.

2. Service in individual units:

   a. Each apartment will be provided with a load center panel fed from sub-metered tenant distribution boards located in the electric closets located off residential corridors. Apartment service ranges from 80A-150A at 120/208V single phase.

   b. Each Retail Unit shall be provided with empty conduits from the electric closet to each Retail Unit's demised space. The retail unit owner shall provide wiring from the electric closet to the demised space. The retail unit owner shall provide fused disconnect and sub-meter in the electric closet connected to the wiring trough. The retail unit owner shall provide all required panelboards, transformers, etc. within their demised space. Each tenant shall be allowed to draw up to 20 VA per rentable square foot for dry goods retail spaces and up to 35 VA per rentable square foot for food and beverage retail spaces. These values are inclusive of HVAC.

3. Residential unit feeders and electrical panelboards will vary in sized based on unit square footage, load and length of feeder (to compensate for voltage drop). The National Electrical Code (2008) with New York City Amendments will be used to size the electrical

equipment and feeders and will take into account all normal residential unit loads as well as specific appliances provided in the residential unit such as washing machines, clothes dryers, dishwashers, microwaves, etc.

4. Adequacy:

(i) It is expected that the various residential unit panelboards will range in capacity from 100 Amp to 150 Amp at 120/208 Volt single phase, 60 Hz power. Larger residential units may warrant 120/208 Volt 3 phase, 4 wire service and that type of service will be provided where appropriate. The number of circuit breakers/spaces within the panels range from 30 to 42 including spares depending on the apartment size.

(ii) Switched outlets for lighting fixtures will be provided in living rooms, dining rooms and bedrooms where indicated on the plans. Permanent light fixtures will be provided in Foyers, Kitchens, Bathrooms and walk-in Closets. Fixtures will be LED. A Junction box for future unit owner fixtures will be provided in the ceiling where indicated in the plans.

(iii) Switched receptacles will be provided in living rooms and bedrooms to accommodate portable lamps and other types of plug-in lighting.

(iv) Convenience Outlets will be provided per section 210, Part III of the 2008 NEC with NYC Amendments. Ground fault receptacles will be provided in all bathrooms, and kitchens. All outlets, other than those that are GFCI protected, shall be connected to arc fault circuit breakers. Appliance receptacles will be provided in kitchens, dining rooms and other rooms where appliance locations are identified.

(v) Aviation warning lights will be provided.

(vi) A 400KW natural gas generator is located on the main roof to power code required emergency and standby loads via automatic transfer switches. The loads on the generator include emergency egress lighting and exit signs, fire alarm and one way voice communication, house pumps and the operation of at least one elevator serving all floors. The Emergency generator will require monthly testing, inspections, and maintenance.

(vii) Water resistant GFI receptacles are utilized for exterior locations.

P. Intercommunication and/or door signal systems:

An audio intercom system is provided for each apartment unit. An access control system is provided for residents' general access of lobby entrance, amenity areas, storage rooms, bicycle storage, parking garage corridors. A video surveillance system is provided in public areas and amenity areas. The Units will be provided with voice, data, and cable TV backbone (by various service providers) from the telecommunications room on the individual floors to the Main Telecommunication room for the building.

Intercom system shall be by Aiphone or equivalent. Access and video surveillance shall be by Honeywell or equivalent.

Q. Public area lighting:

Emergency lighting will be provided in all public stairs and corridors. All lighting in public areas, including public stair, lobby, and cellar, will be ceiling and/or wall mounted fixtures. Fixtures in public spaces will be adequate for normal activities with task lighting at the concierge desk. All terraces will include wet type fixtures. There is exterior lighting on the street façade.

R. Garages and parking areas:

Vehicular and Bicycle Parking for the Residential Section is provided on the Sub-cellar 3 floor of the Building and the adjacent buildings at 133-36 37th Ave/ Building A "Hotel Condominium" and 37-09 College Point Blvd/ Building C "Tangram House West", on the adjoining tax lots. A total of 134 required residential off-street vehicular and 96 residential bicycle parking spaces shall be provided and the vehicular parking shall be operated as a valet parking garage. There will be 7 Accessible parking spaces available. The bicycle parking shall be located in a room within the Residential Section on sub-cellar 2 floor. A portion of the parking spaces shall be provided via mechanical lifts (stackers) operated by the valet attendants. Automobile access is by means of a concrete ramp from the Building street frontage along 39th Avenue. The parking garage will be managed by a separate vendor and unit owners will contract directly with the vendor for parking on a daily, weekly, monthly or other long term basis.

If access to the Residential parking spaces in 133-36 37th Avenue/ Building A and 37-09 College Point Blvd/ Building C are not available because the parking garage have not been completed, interim parking locations will be provided on the Sub-cellar 2 and 1 floors of the Building. See Exhibit D for Interim Parking Access Diagram.

Vehicular and Bicycle Parking for the Retail Unit are provided on the sub-Cellar 1 and 2 floors of the Building and the adjacent buildings at 133-36 37th Ave/ Building A and 37-09 College Point Blvd/ Building C, on the adjoining tax lots and shall be operated as a self-parking garage. The bicycle parking shall be located in a room within the Retail Unit. Automobile access is by means of a concrete ramp from 37-09 College Point Blvd/ Building C street frontage along College Point Blvd.

S. Swimming pool: None

T. Tennis courts, playgrounds and recreation facilities:

(1) Tennis courts: None

(2) Playgrounds: None.

(3) Other recreation facilities:

(i) Residential Open spaces: See Section (dd) for additional information.

(ii) Fitness room with toilets are provided on the 2nd floor. The Fitness room shall be equipped with treadmills, elliptical machines, stationary bicycles, rowing machine, and free weights with a bench.

Lounge and library areas with pantry are provided on the 2nd floor. The lounge area shall contain a sofa, lounge chairs, coffee and side tables, and a natural gas fireplace. The library area shall contain a table, chairs, and a credenza. The pantry shall be equipped with a sink, refrigerator, wine cooler, speed oven, icemaker, and dishwasher.

(iii) Additional amenity facilities and areas are planned and may be provided in the future in the adjacent buildings if they are completed.

U. Permits and certificates:

1. Permits:
   a. See Paragraph B.4 of this Section for permits and Certificate of Occupancy.

2. Inspections: Construction, plumbing, sprinkler, standpipe, fire department, electrical, elevator, mechanical, DEP, and boiler prior to obtaining a new Certificate of Occupancy.

3. Sprinkler system and fire alarm needs to be filed with the Fire Department. The sprinkler system must be inspected yearly by a licensed plumber selected by the Condominium. The elevator, which is filed under a separate application with the Department of Buildings, is required to have annual maintenance inspections by the elevator maintenance company selected by the Condominium. The domestic hot water heaters, registered with the Department of Environmental Protection, are required to undergo an annual self-inspection by the Condominium's boiler maintenance company. All of these inspection reports must be filed with Department of Buildings and all necessary defects corrected.

4. All updated inspection certificates and permits for elevators and boilers will be provided by the Sponsor before closing.

5. Additional inspections may be required after the Building occupancy and operations, which include but are not limited to: Elevator, Boiler, Cooling tower, Façade, Fire alarm, and Emergency generator.

V. Violations:

Any Building Code Violation will be corrected prior to the issuance of the Permanent Certificate of Occupancy.

W. Unit information:

There will be 192 Residential Units in the building.

Unit 2A, a two bedroom two bathroom apartment will be provided for a full time on-site Superintendent.

The approximate Unit square footage of a Residential Unit has been measured horizontally from the exterior side of the exterior walls and the Retail Unit and Parking Unit are measured horizontally from exterior sides of exterior walls except when such Units are contiguous with adjacent retail and parking areas, in which case they are measured from the lot line. The approximate Unit square footage of all Units are measured to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common and Limited Common Elements not within a Unit. Columns, mechanical pipes, shafts, shaftways, chases, chaseways, and conduits are not deducted for the purpose of these floor area measurements. Approximations are calculated within reasonable tolerances. Each Unit consists of the area measured vertically from the top of the finish floor below to the underside of the structural slab above. Since they are not based upon measurements from interior surfaces of interior walls, the actual areas comprising the Units are significantly less than the areas set

forth on Schedule A.

The types or Residential units, together with the type and number of rooms in each of the same are as follows:

UNIT (APT.)	UNIT TYPE	ROOM TYPE				
				No. of Bedrooms	No. of Bathrooms	
2A	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	
3A	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	
3B	STUDIO		Kitchen/ Living/ Bedroom	1	1	
3C	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	
3D	STUDIO		Kitchen/ Living/ Bedroom	1	1	
3E	1 BR	Alcove	Kitchen/ Living/ Dining Room	1	1	
3F	1 BR	Alcove	Kitchen/ Living/ Dining Room	1	1	
3G	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	
3H	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	
3J	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	
3K	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	
3L	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	
3M	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	
3N	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	
3P	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	
3Q	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	
3R	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	
3S	STUDIO		Kitchen/ Living/ Bedroom	1	1	
3T	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	
5-8A	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
5-8B	STUDIO		Kitchen/ Living/ Bedroom	1	1	
5-8C	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	Balcony
5-8D	STUDIO		Kitchen/ Living/ Bedroom	1	1	
5-8E	1 BR	Alcove	Kitchen/ Living/ Dining Room	1	1	Balcony
5-8F	1 BR	Alcove	Kitchen/ Living/ Dining Room	1	1	Balcony
5-8G	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	Balcony
5-8H	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	Balcony
5-8J	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
5-8K	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
5-8L	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	Balcony
5-8M	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	Balcony
5-8N	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
5-8P	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	Balcony
5-8Q	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	Balcony
5-8R	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	Balcony
5-8S	STUDIO		Kitchen/ Living/ Bedroom	1	1	
5-8T	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
9-12A	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
9-12B	STUDIO		Kitchen/ Living/ Bedroom	1	1	
9-12C	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	Balcony

9-12D	STUDIO		Kitchen/ Living/ Bedroom	1	1	
9-12E	1 BR	Alcove	Kitchen/ Living/ Dining Room	1	1	Balcony
9-12F	1 BR	Alcove	Kitchen/ Living/ Dining Room	1	1	Balcony
9-12G	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	Balcony
9-12H	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	Balcony
9-12J	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
9-12K	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
9-12L	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	Balcony
9-12M	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	Balcony
9-12N	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
9-12P	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
9-12Q	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Balcony
9-12R	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Balcony
9-12S	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
PH A	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
PH B	STUDIO		Kitchen/ Living/ Bedroom	1	1	
PH C	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	Balcony
PH D	STUDIO		Kitchen/ Living/ Bedroom	1	1	
PH E	1 BR	Alcove	Kitchen/ Living/ Dining Room	1	1	Balcony
PH F	1 BR	Alcove	Kitchen/ Living/ Dining Room	1	1	Balcony
PH G	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	Balcony
PH H	2 BR	Foyer	Kitchen/ Living/ Dining Room	2	2	Balcony
PH J	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
PH K	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
PH L	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	Balcony
PH M	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	Balcony
PH N	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
PH P	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
PH Q	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Balcony
PH R	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Balcony
PH S	1 BR	Foyer	Kitchen/ Living/ Dining Room	1	1	Balcony
PH1 A	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	
PH1 B	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	
PH1 C	3 BR	Foyer	Kitchen/ Living/ Dining Room/ Office	3	3	Terrace
PH1 D	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Terrace
PH1 E	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	
PH1 F	2 BR	Alcove	Kitchen/ Living/ Dining Room	2	2	
PH1 G	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Terrace
PH1 H	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Terrace
PH2 A	3 BR	Foyer	Kitchen/ Living/ Dining Room/ Loft	3	4	Terrace
PH2 B	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Balcony
PH2 C	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Balcony
PH2 D	3 BR	Foyer	Kitchen/ Living/ Dining Room/ Loft	3	4	Terrace
PH2 E	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Balcony
PH2 F	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Balcony
PH3 A	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Balcony
PH3 B	3 BR	Foyer	Kitchen/ Living/ Dining Room	3	3	Balcony

(1) Finishes:

Description: The walls in the units are painted drywall and the ceilings are either painted drywall or finish coat. The floors will be 9/16" by 5" engineered oak wood with painted wood base. The bathrooms have tile on the floor and walls. All bathrooms have a toilet, a lavatory, a medicine cabinet and a stone countertop. The bathrooms have either a bathtub, a shower or bathtub and shower depending on the unit.

Finish Schedule for Typical Apartments (floors 3 to 12):

Location	Floor	Wall	Base	Ceiling
Alcoves, Foyers, Corridors	Engineered wood	Painted gypsum board	Painted wood	Suspended painted gypsum board
Closets	Engineered wood	Painted gypsum board	Painted wood	Suspended painted gypsum board
Laundry Closets	Porcelain tile	Painted water resistant gypsum board	Porcelain tile	Suspended water resistant gypsum board
Kitchens	Porcelain tile	Painted gypsum board, engineered stone backsplash	Painted wood	Suspended painted gypsum board
Bathrooms	Porcelain tile	Porcelain tile on water resistant gypsum board	Porcelain tile	Suspended water resistant gypsum board
Master bathrooms	Porcelain tile	Porcelain tile on water resistant gypsum board	Porcelain tile	Suspended water resistant gypsum board
Living/ Dining rooms	Engineered wood	Painted gypsum board, Vinyl wall covering along portion of wall in Studio type units	Painted wood	Painted finish coat
Bedrooms	Engineered wood	Painted gypsum board	Painted wood	Painted finish coat

Finish Schedule for Typical Apartments (floors PH, PH1, PH2, PH3)

Location	Floor	Wall	Base	Ceiling
Alcoves, Foyers, Corridors	Engineered wood	Painted gypsum board	Painted wood	Suspended painted gypsum board
Closets	Engineered wood	Painted gypsum board	Painted wood	Suspended painted gypsum board
Laundry Closets	Porcelain tile	Painted water resistant gypsum board	Porcelain tile	Suspended water resistant gypsum board
Kitchens	Porcelain tile	Painted gypsum board, stone backsplash	Painted wood	Suspended painted gypsum board

Bathrooms	Porcelain tile	Porcelain tile on water resistant gypsum board	Porcelain tile	Suspended water resistant gypsum board
Master bathrooms	Porcelain tile	Porcelain tile on water resistant gypsum board	Porcelain tile	Suspended water resistant gypsum board
Living/ Dining rooms	Engineered wood	Painted gypsum board, Vinyl wall covering along portion of wall in Studio type units	Painted wood	Painted finish coat
Bedrooms	Engineered wood	Painted gypsum board	Painted wood	Painted finish coat

(2) Bathroom Fixture Schedule (as listed or equivalent):

Typical Apartment Bathroom Fixture Schedule (Floors 3 to 12):

Item	Model #	Area Used
Water Closet	TOTO - MS614114CEF CARLYLE II	REGULAR BATHROOM
Water Closet	TOTO - MS920CEMFG WASHLET G400	MASTER BATHROOM
Water Closet	VILLEROY&BOCH 6610U3	3rd FLOOR UNITS MASTER BATHROOM
Bathtub	KALDEWEI - 361-1 SANIFORM PLUS	REGULAR BATHROOM + MASTER BATHROOM
Shower Receptor	INFINITY DRAIN - S-TIFAS 65 SERIES	REGULAR BATHROOM + MASTER BATHROOM
Lavatory	SIGNATURE - LV1007CE12	REGULAR BATHROOM
Lavatory	SIGNATURE - LV1232CE12	MASTER BATHROOM

Penthouse floor Apartments Bathroom Fixture Schedule (Floors PH, PH1, PH2, PH3):

Item	Model #	Area Used
Water Closet	TOTO - MS614114CEF CARLYLE II	REGULAR BATHROOM
Water Closet	TOTO - MS920CEMFG WASHLET G400	MASTER BATHROOM
Bathtub	KALDEWEI - 361-1 SANIFORM PLUS	MASTER BATHROOM ON PH FLOOR UNITS, AND PH1 A, PH1 B, PH1 D, PH1 E, PH1 F, PH2 C
Freestanding Bathtub	KALDEWEI - 1127 MEISTERSTUCK CENTRO DUO OVAL	MASTER BATHROOM IN PH1 C, PH1 G, PH1 H, PH2 A, PH2 B, PH2 D, PH2 E, PH2 F, PH3 A, PH3 B
Shower Receptor	INFINITY DRAIN - S-TIFAS 65 SERIES	REGULAR BATH. + MASTER BATH.
Lavatory	SIGNATURE - LV1007CE12	REGULAR BATHROOM
Lavatory	SIGNATURE - LV1232CE12	MASTER BATHROOM

Each bathroom will include some or all of the following accessories: towel bar, robe hook, medicine cabinet, shower rod, glass shower door, toilet paper holder.

(3) Kitchen Appliance & Laundry Equipment Schedule (as listed or equivalent):

RESIDENTIAL UNIT APPLIANCE AND EQUIPMENT SCHEDULE		
ITEM	**MANUFACTURER**	**PRODUCT NO./ TYPE**
Units 3-12B, 3-12D, and 3-8S (Studio type units)		
REFRIGERATOR/FREEZER	MIELE	KFNS37692iDE
GAS COOKTOP	MIELE	KM360G
BUILT-IN WALL HOOD	MIELE	DA3466
RECIRC. KIT + CHAR. FILTER	MIELE	DUU151 + DKF13-1
SPEED OVEN (U.COOKTOP)	MIELE	H6200BM
DISHWASHER	MIELE	G4976SCVi
WASHER	MIELE	WWF060
DRYER	MIELE	TWF160
KITCHEN CABINETS		WOOD VENEER LAMINATE (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		ENGINEERED QUARTZ

Units 3-12A, 3-12E, 3-12F, 3-12N, 3-8T,9-12P, and 9-12S (1 Bedroom type units)		
REFRIGERATOR/FREEZER	MIELE	KFN9855iDE
GAS COOKTOP	MIELE	KM360G
BUILT-IN WALL HOOD	MIELE	DA3466
RECIRC. KIT + CHAR. FILTER	MIELE	DUU151 + DKF13-1
SINGLE OVEN (WALL)	MIELE	H6560BP
SPEED OVEN (WALL)	MIELE	H6200BM
DISHWASHER	MIELE	G4976SCVi
WASHER	MIELE	WWF060
DRYER	MIELE	TWF160
KITCHEN CABINETS		WOOD VENEER LAMINATE (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		ENGINEERED QUARTZ

Units 3-12G, 3-12H, 3-8Q and 3-8R (2 Bedroom type units)		
REFRIGERATOR/FREEZER	MIELE	KF19x3Vi
GAS COOKTOP	MIELE	KM3464G
BUILT-IN WALL HOOD	MIELE	DA3486
RECIRC. KIT + CHAR. FILTER	MIELE	DUU151 + DKF13-1

SINGLE OVEN (U.COOKTOP)	MIELE	H6180BP
SPEED OVEN (U.COUNTER)	MIELE	H6200BM
DISHWASHER	MIELE	G4976SCVi
WASHER	MIELE	WWF060
DRYER	MIELE	TWF160
GARBAGE DISPOSAL	INSINKERATOR	EVOLUTION COVER CONTROL PLUS
KITCHEN CABINETS		WOOD VENEER LAMINATE (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		ENGINEERED QUARTZ

Units 3-12J and 3-12K (1 Bedroom type units)		
REFRIGERATOR/FREEZER	MIELE	KFN9855iDE
GAS COOKTOP	MIELE	KM360G
BUILT-IN WALL HOOD	MIELE	DA3466
RECIRC. KIT + CHAR. FILTER	MIELE	DUU151 + DKF13-1
SINGLE OVEN (U.COOKTOP)	MIELE	H6560BP
SPEED OVEN (U.COUNTER)	MIELE	H6200BM
DISHWASHER	MIELE	G4976SCVi
WASHER	MIELE	WWF060
DRYER	MIELE	TWF160
KITCHEN CABINETS		WOOD VENEER LAMINATE (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		ENGINEERED QUARTZ

Units PH A, PH E, PH F, PH N, PH P and PH S (1 Bedroom type units)		
REFRIGERATOR/FREEZER	MIELE	KFN9855iDE
GAS COOKTOP	MIELE	KM360G
BUILT-IN WALL HOOD	MIELE	DA3466
SINGLE OVEN (WALL)	MIELE	H6560BP
SPEED OVEN (WALL)	MIELE	H6600BM
DISHWASHER	MIELE	G6875SCVi
WASHER	MIELE	WWFH660
DRYER	MIELE	TWFi180
KITCHEN CABINETS		WOOD VENEER (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		NATURAL QUARTZITE

Units PH B and PH D (Studio type units)		
REFRIGERATOR/FREEZER	MIELE	KFNS37692iDE
GAS COOKTOP	MIELE	KM360G
BUILT-IN WALL HOOD	MIELE	DA3466
RECIRC. KIT + CHAR. FILTER	MIELE	DUU151 + DKF13-1
SPEED OVEN (U.COOKTOP)	MIELE	H6600BM
DISHWASHER	MIELE	G6875SCVi
WASHER	MIELE	WWFH660
DRYER	MIELE	TWFi180
KITCHEN CABINETS		WOOD VENEER (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		NATURAL QUARTZITE

Units PH J and PH K (1 Bedroom type units)		
REFRIGERATOR/FREEZER	MIELE	KFN9855IDE
GAS COOKTOP	MIELE	KM360G
BUILT-IN WALL HOOD	MIELE	DA3466
SINGLE OVEN (U.COOKTOP)	MIELE	H6560BP
SPEED OVEN (U.COUNTER)	MIELE	H6600BM
DISHWASHER	MIELE	G6875SCVi
WASHER	MIELE	WWFH660
DRYER	MIELE	TWFi180
KITCHEN CABINETS		WOOD VENEER (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		NATURAL QUARTZITE

Units 3-12C, 3-12L, 3-12M and 3-8P (2 Bedroom type units)		
REFRIGERATOR/FREEZER	MIELE	KF19x3Vi
GAS COOKTOP	MIELE	KM3464G
BUILT-IN WALL HOOD	MIELE	DA3486
RECIRC. KIT + CHAR. FILTER	MIELE	DUU151 + DKF13-1
SINGLE OVEN (WALL)	MIELE	H6180BP
SPEED OVEN (WALL)	MIELE	H6200BM
SPEED OVEN TRIM KIT	MIELE	EBA6708
DISHWASHER	MIELE	G4976SCVi
WASHER	MIELE	WWF060

DRYER	MIELE	TWF160
GARBAGE DISPOSAL	INSINKERATOR	EVOLUTION COVER CONTROL PLUS
KITCHEN CABINETS		WOOD VENEER LAMINATE (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		ENGINEERED QUARTZ

Units 9-12Q and 9-12R (3 Bedroom type units)		
REFRIGERATOR/FREEZER	MIELE	KF19x3Vi
GAS COOKTOP	MIELE	KM3474G
BUILT-IN WALL HOOD	MIELE	DA3496
SINGLE OVEN (WALL)	MIELE	H6580BP
SPEED OVEN (WALL)	MIELE	H6600BM
SPEED OVEN TRIM KIT	MIELE	EBA6708
WARMING DRAWER (WALL)	MIELE	ESW6780
DISHWASHER	MIELE	G6875SCVi
U.C. WINE FRIDGE	MIELE	KWT6322UG-1
WASHER	MIELE	WWFH660
DRYER	MIELE	TWFi180
GARBAGE DISPOSAL	INSINKERATOR	EVOLUTION COVER CONTROL PLUS
KITCHEN CABINETS		WOOD VENEER (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		ENGINEERED QUARTZ

Units PH Q and PH R (3 Bedroom type units)		
REFRIGERATOR/FREEZER	MIELE	KF19x3Vi
GAS COOKTOP	MIELE	KM3474G
BUILT-IN WALL HOOD	MIELE	DA3496
SINGLE OVEN (WALL)	MIELE	H6580BP
SPEED OVEN (WALL)	MIELE	H6600BM
SPEED OVEN TRIM KIT	MIELE	EBA6708
WARMING DRAWER (WALL)	MIELE	ESW6780
DISHWASHER	MIELE	G6875SCVi
U.C. WINE FRIDGE	MIELE	KWT6322UG-1
WASHER	MIELE	WWFH660
DRYER	MIELE	TWFi180
GARBAGE DISPOSAL	INSINKERATOR	EVOLUTION COVER CONTROL PLUS

KITCHEN CABINETS		WOOD VENEER (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		NATURAL QUARTZITE

Units PH C, PH L, PH M, PH1 A, PH1 B, PH1 E and PH1 F (2 Bedroom type units)		
REFRIGERATOR/FREEZER	MIELE	KF19x3Vi
GAS COOKTOP	MIELE	KM3464G
BUILT-IN WALL HOOD	MIELE	DA3486
SINGLE OVEN (WALL)	MIELE	H6580BP
SPEED OVEN (WALL)	MIELE	H6600BM
SPEED OVEN TRIM KIT	MIELE	EBA6708
WARMING DRAWER (WALL)	MIELE	ESW6780
DISHWASHER	MIELE	G6875SCVi
WASHER	MIELE	WWFH660
DRYER	MIELE	TWFi180
GARBAGE DISPOSAL	INSINKERATOR	EVOLUTION COVER CONTROL PLUS
KITCHEN CABINETS		WOOD VENEER (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		NATURAL QUARTZITE

Units PH G and PH H (2 Bedroom type units)		
REFRIGERATOR/FREEZER	MIELE	KF19x3Vi
GAS COOKTOP	MIELE	KM3464G
BUILT-IN WALL HOOD	MIELE	DA3486
SINGLE OVEN (U.COOKTOP)	MIELE	H6580BP
SPEED OVEN (U.COUNTER)	MIELE	H6600BM
DISHWASHER	MIELE	G6875SCVi
WASHER	MIELE	WWFH660
DRYER	MIELE	TWFi180
GARBAGE DISPOSAL	INSINKERATOR	EVOLUTION COVER CONTROL PLUS
KITCHEN CABINETS		WOOD VENEER (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		NATURAL QUARTZITE

Units PH1 C, PH1 D, PH1 G, PH1 H, PH2 B, PH2 C, PH2 E, PH2 F, PH3 A and PH3 B (3 Bedroom type units)		
REFRIGERATOR	MIELE	K1803Vi
FREEZER	MIELE	F1413Vi

REF. MERGING KIT	MIELE	KSK1002
GAS COOKTOP	MIELE	KM3474G
BUILT-IN WALL HOOD	MIELE	DA3496
SINGLE OVEN (WALL)	MIELE	H6580BP
SPEED OVEN (WALL)	MIELE	H6600BM
SPEED OVEN TRIM KIT	MIELE	EBA6708
WARMING DRAWER	MIELE	ESW6780
DISHWASHER	MIELE	G6875SCVi
U.C. WINE FRIDGE	MIELE	KWT6322UG-1
WASHER	MIELE	WWFH660
DRYER	MIELE	TWFi180
GARBAGE DISPOSAL	INSINKERATOR	EVOLUTION COVER CONTROL PLUS
KITCHEN CABINETS		WOOD VENEER (LOWER CABINETS)/ LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		NATURAL QUARTZITE
GAS FIREPLACE	ORTAL	CLEAR 110H
OUTDOOR GRILL (Units PH1 C, PH1 D, PH1 G, PH1 H)	SUB ZERO (WOLF)	OG 36 OUTDOOR GAS GRILL

Units PH2 A and PH2 D (3 Bedroom duplex type unit)		
REFRIGERATOR	MIELE	K1803Vi
FREEZER	MIELE	F1413Vi
REF. MERGING KIT	MIELE	KSK1002
GAS COOKTOP	MIELE	KM3474G
BUILT-IN WALL HOOD	MIELE	DA3496
SINGLE OVEN (WALL)	MIELE	H6580BP
SPEED OVEN (WALL)	MIELE	H6600BM
SPEED OVEN TRIM KIT	MIELE	EBA6708
WARMING DRAWER	MIELE	ESW6780
DISHWASHER	MIELE	G6875SCVi
FULL-HEIGHT WINE FRIDGE	MIELE	KWT16x3Vi
WASHER	MIELE	WWFH660
DRYER	MIELE	TWFi180
GARBAGE DISPOSAL	INSINKERATOR	EVOLUTION COVER CONTROL PLUS
REFRIGERATOR + ICE MAKER	SUB ZERO	ID-30CI
KITCHEN CABINETS		WOOD VENEER (LOWER CABINETS)/

		LACQUER (UPPER CABINETS)
KITCHEN COUNTERTOP		NATURAL QUARTZITE
GAS FIREPLACE	ORTAL	CLEAR 110H
OUTDOOR GRILL	SUB ZERO (WOLF)	OG 36 OUTDOOR GAS GRILL

(4) Furnishings: All furnishings to be constructed of natural or composite wood and metal with custom fabrics. Studios and common areas are to be furnished. All other unit types to be provided unfurnished.

Studio Apartment Unit Furniture:

Item	Location	Quantity
Closet	LIVING/ BED ROOM	2
Credenza w/ folding dining table	LIVING/ BED ROOM	1
Desk with Shelving	LIVING/ BED ROOM	1
Desk and Dining Chair	LIVING/ BED ROOM	3
Bed frame w/ headboard	LIVING/ BED ROOM	1
Side bed table	LIVING/ BED ROOM	1
Coffee table	LIVING/ BED ROOM	1
Sofa	LIVING/ BED ROOM	1
Mattress	LIVING/ BED ROOM	1
LED TV with wall mount	LIVING/ BED ROOM	1

X. Finish schedule of spaces other than units:

Finish Schedule of Residential Spaces other than Units:

Level	Room	Floor	Wall	Base	Ceiling
All	Stairs	Painted concrete	Painted gypsum board or concrete block	Vinyl	Painted concrete
All	Mechanical/ equipment rooms	Painted concrete (waterproofed in wet areas)	Painted gypsum board or concrete block	Vinyl	Painted concrete
Sub-cellar 1to 3, Ground	Corridors	Painted concrete	Painted gypsum board or concrete block	Vinyl	Painted concrete
Sub-cellar 1to 3, 1st	Elevator lobby	Stone	Painted gypsum board or concrete block	Stone	Suspended painted gypsum board

Sub-cellar 1to 3	Storage rooms	Painted concrete	Painted gypsum board or concrete block	Vinyl	Painted concrete
Ground	Laundry room	Ceramic Tile	Painted gypsum board	Vinyl	Acoustical ceiling tile
Ground	Staff Area	Painted concrete/ Vinyl composition tile	Painted gypsum board	Vinyl	Acoustical ceiling tile
Lobby	Office	Carpet	Painted gypsum board	Vinyl	Acoustical ceiling tile
Lobby	Lobby	Stone	Stone, mirror, wood veneer panels on gypsum board	Stone	Suspended painted gypsum board, wood veneer panels
2nd	Lobby	Stone	Vinyl wall covering on gypsum board, Wood veneer panels	Stone	Suspended painted gypsum board, wood veneer panels
2nd	Lounge/ Library	Stone	Painted gypsum board, wood veneer panels	Stone	Suspended painted gypsum board, wood veneer panels
2nd	Pantry	Porcelain Tile	Painted gypsum board	Vinyl	Suspended painted gypsum board
2nd	Fitness room	Rubber tiles	Painted gypsum board	Rubber	Suspended painted gypsum board and wood
2nd	Trash storage/ compactor room	Painted concrete and waterproofing	Painted gypsum board	Vinyl	Painted concrete
3rd to PH 3	Trash room	Painted concrete	Painted gypsum board	Vinyl	Painted concrete
3rd to PH 3	Hallway	Stone/ Carpet	Vinyl wall covering on gypsum board, Wood veneer panels	Rubber	Suspended painted gypsum board, wood veneer panels

Y. Safety and warning devices:

1. Fire Alarm:

The building will be provided with an automatic sprinkler alarm and smoke detection system with one way voice communication from the fire command center located on the second floor elevator lobby to apartments and egress stairs via paging speakers. The system will monitor the water flow and tamper switches associated with the sprinkler system. Elevator lobby, elevator machine rooms and top of elevator shafts are provided with system type smoke detectors as well as electrical, mechanical, telephone and similar rooms. The system is connected to a Central Office for notifying the FDNY. The system will comply with the requirements of New York City Building Code.

2. Residential Unit Smoke and Carbon:

Each residential unit will be provided with a hard-wired local smoke and carbon monoxide detection devices located in and in vicinity of bedrooms as per NYC Building Code. The detectors will be wired to a 120-volt local power supply and will be self-contained with local batteries and sounding devices.

Z. Additional information required.

1. Site Plan: See attached site plan enclosed.

2. Floor Plan: See attached plans enclosed.

3. Floor to ceiling heights of units:

- 3rd floor: 9'-6" in general areas, 8'-6" in secondary spaces (i.e. bathrooms, kitchens, foyers, hallways etc.)
- 5th to 7th floors: 9'-0" in general areas, 8'-0" in secondary spaces (i.e. bathrooms, kitchens, foyers, hallways etc.)
- 8th floors: 9'-3" in general areas, 8'-0" in secondary spaces (i.e. bathrooms, kitchens, foyers, hallways etc.)
- 9th to 11th floors: 9'-0" in general areas, 8'-0" in secondary spaces (i.e. bathrooms, kitchens, foyers, hallways etc.)
- 12th floor: 9'-6" in general areas, 8'-0" in secondary spaces (i.e. bathrooms, kitchens, foyers, hallways etc.)
- PH floor: 9'-5" in general areas, 9'-0" in general areas below roof terraces (Units PH G, H, Q, R), 7'-6" in secondary spaces (i.e. bathrooms, kitchens, foyers, hallways etc.)
- PH 1, PH 2, PH 3 floors: 10'-0" in general areas, 8'-6" in secondary spaces (i.e. bathrooms, kitchens, foyers, hallways etc.)

4. Approximate total area of each unit: Approximate total area of each unit is indicated on the floor plans.

5. Master Floor Plan: Full floors illustrating unit boundaries are enclosed.

(aa) Further Development: None

(bb) Asbestos: The building is new construction. Any asbestos encountered during excavation will be removed in accordance with the law.

(cc) Lead-based paint: No lead-based paint is used for this project.

(dd) Additional Information:

1. A balcony, terrace, recreation room may not be used for sleeping, as a living room or any

other type of occupancy or habitable space. A balcony and terrace also may not be used as an office and may not be enclosed. Failure to comply with these restrictions would be a violation of the condominium declaration and may result in a violation being issued by the New York City Department of Buildings. The condominium board may enjoin such violation, among other rights and remedies provided in condominium documents. The offending unit owner, as such owner's sole cost and expense, would be responsible to correct the condition causing the violation and to reimburse the board for its costs and expense to enforce and uphold these restrictions.

2. The Building is located on parcels with environmental designation placed by the New York City Department of City Planning as part of the CD 7 Downtown Flushing Rezoning-CEQR # 95 DCP 052Q. The Project's Remedial Action Plan (RAP) and site-specific Construction Health and Safety Plan (CHASP) have been accepted by the New York City Office of Environmental Remediation (OER). A Certificate of Occupancy will be issued by the New York City Department of Buildings upon approval and issuance of a "Notice of Satisfaction" of the Remedial Closure Report and Window Installation Report by the OER. For additional information please refer to NYCOEM Tracking Number 15ENOS328Q.

3. Development Rights:

The Building is constructed on a tax lot with the use of certain development rights that have been provided as part of the single "zoning lot" as defined in Section 12-10 of the Zoning Resolution. The single "zoning lot" comprises of three other tax lots each with its own building designated as 133-36 37th Ave/ Building A, 37-09 College Point Blvd/ Building C, and 37-12 Prince St/ Building D. The Building is designated as 133-27 39th Ave/ Building B.

The required vehicular and bicycle parking for the Building are located in the Sub-Cellar 1, 2, and 3 floors of the adjacent buildings at 133-36 37th Ave/ Building A and 37-09 College Point Blvd/ Building C, on the adjoining tax lots. The required vehicular parking spaces are deeded to the building via an Offsite Parking Restrictive Declaration recorded with the Office of the City Register of the City of New York on September 19, 2016. The required loading docks of the Building are located on the 1st floor of at 133-36 37th Ave/ Building A and will be noted on the Building's Cert. of Occupancy.

Allowable development rights have or will be allocated to each tax lot within the single "zoning lot" via a Zoning Lot Development Agreement between the four tax lots have or will be recorded with the Office of the City Register of the City of New York.

4. Open Space

The Residential section's required "Open Space" as defined in Section 12-10 of the Zoning Resolution are located on the exterior street level plazas and roof terraces of the Building including the adjacent buildings at 133-36 37th Ave/ Building A and 37-09 College Point Blvd/ Building C on the adjoining tax lots.

If access to the open spaces are not available because the adjacent buildings are not completed, open spaces shall be provided on the adjacent tax lots of the zoning lot.

5. Unit Owners must notify the Managing Agent in writing when a Child or Children under the age of Eleven (11) years lives and resides (even temporarily) in the Unit. Each Residential Owner shall install at the Residential Owner's expense, the required Window Guards in all windows of the Unit and shall not remove them until permitted by Law in any event, without the full knowledge of the Managing Agent.

6. Tenant Protection Plan:

The building will be occupied prior to obtaining a Final Certificate of Occupancy as well as during ongoing construction of the adjacent buildings located on the zoning lot at 133-36 37th Ave/ Building A, 37-09 College Point Blvd/ Building C, and 37-12 Prince St/ Building D. A "Tenant Protection Plan" is to be submitted to the NYC Department of Buildings for review and approval. A copy of the current Protection Plan is to be distributed to each tenant and/ or unit owner.

(ee) Emergency Power Systems:

1. A new 250 kW, 277/480 Volt, 3 Phase standby natural gas fueled emergency generator will be provided as required by New York City Code and located on the roof. Selected loads, such as Fire Pump, elevators, Fire Alarm Control Panel, etc., will be connected to the emergency distribution system via Automatic Transfer Switches. Installation shall comply with New York City Building and applicable National Electrical Codes

2. Fuel type and grade: Natural gas.

Seal:

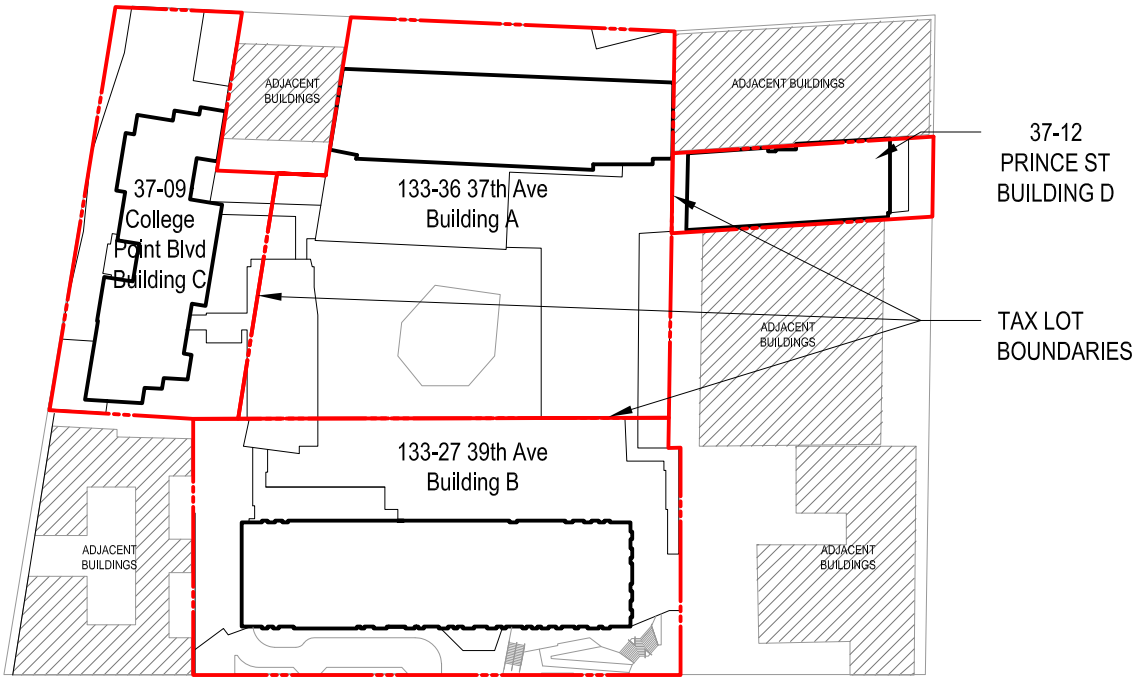


MARGULIES HOELZLI ARCHITECTURE, PLLC

Matthew P. Hoelzli, AIA
Principal

Date: October 12, 2017

Exhibit A
Zoning Lot Diagram

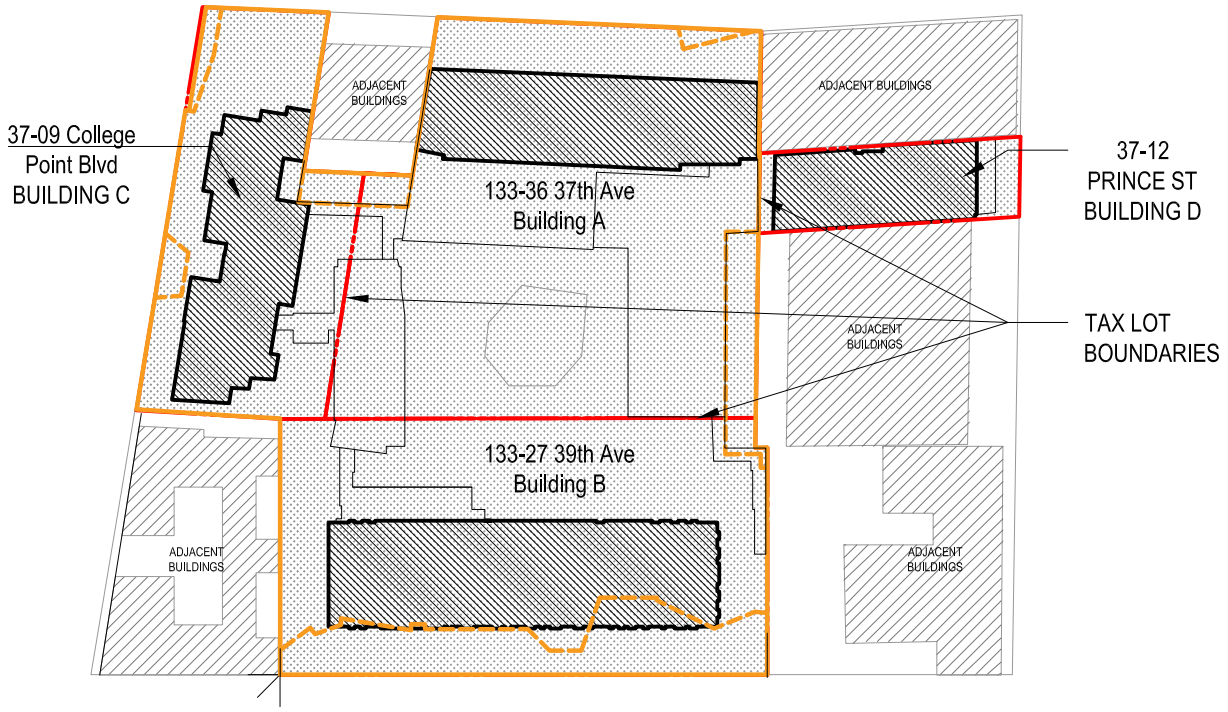


SITE PLAN

NORTH

0' 60' 120'

Exhibit B
Podium Diagram



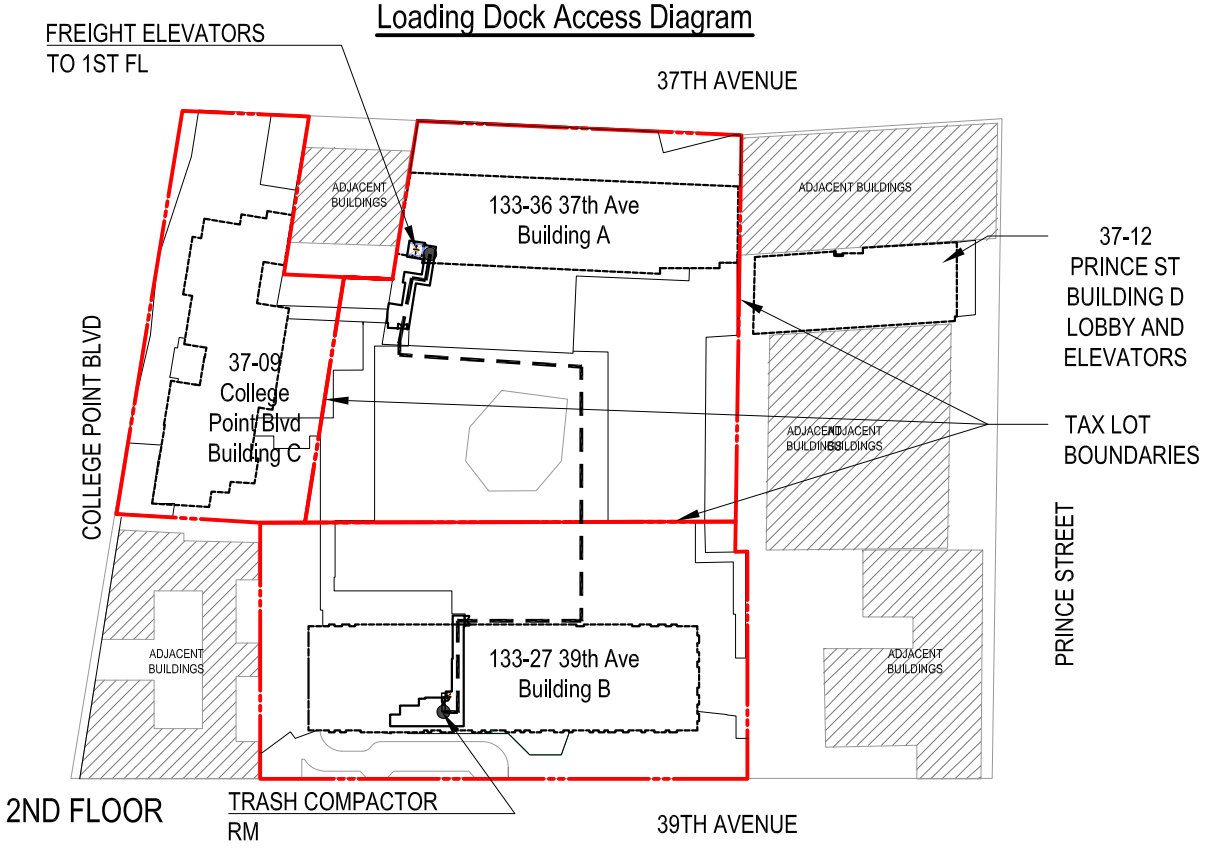
PODIUM FOOTPRINT

TOWER FOOTPRINT

NORTH

0' 60' 120'

Exhibit C
Loading Dock Access Diagram



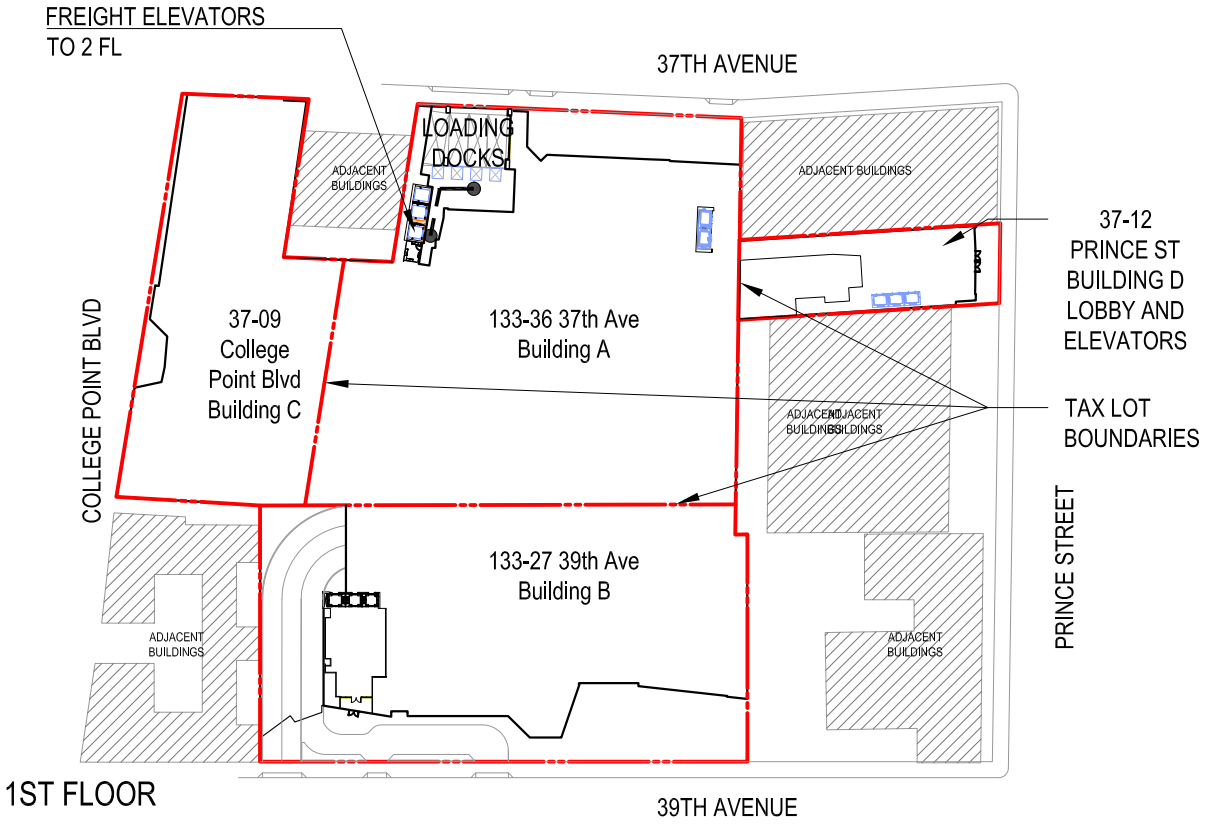
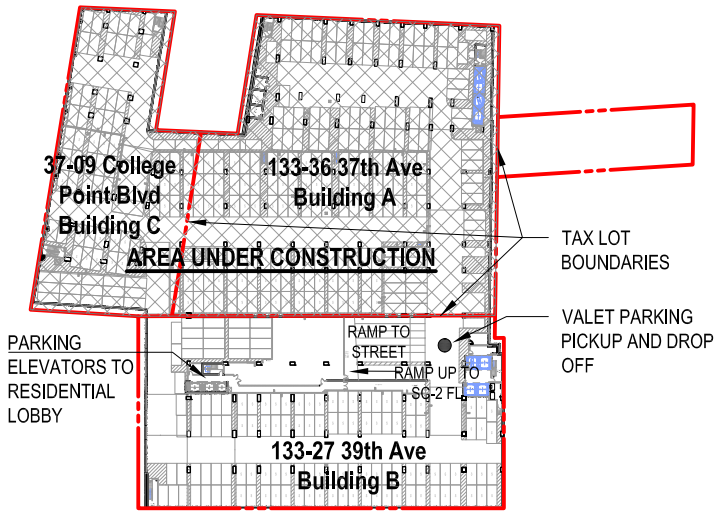
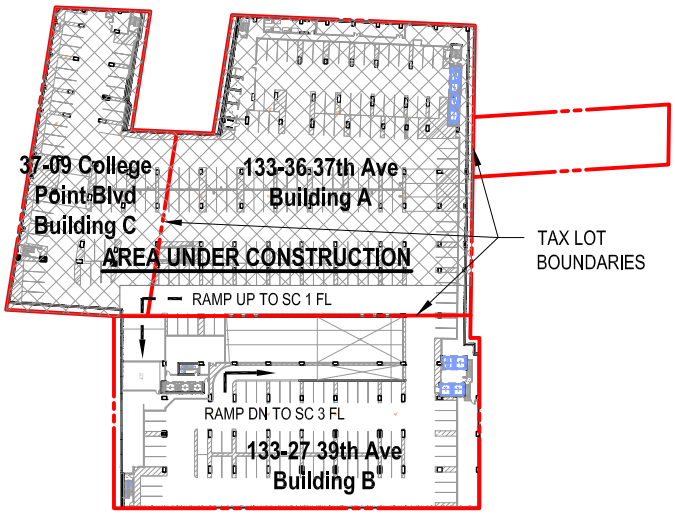


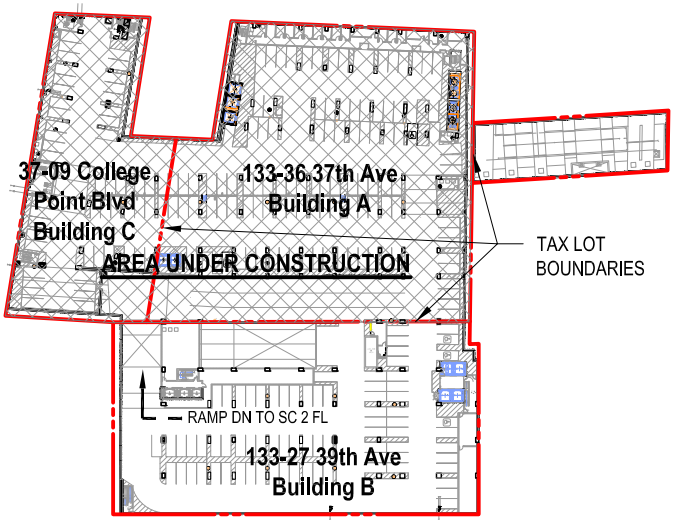
Exhibit D
Interim Parking Access Diagram



SUB-CELLAR 3



SUB-CELLAR 2



SUB-CELLAR 1

NORTH

— — — Vehicle Path of Travel

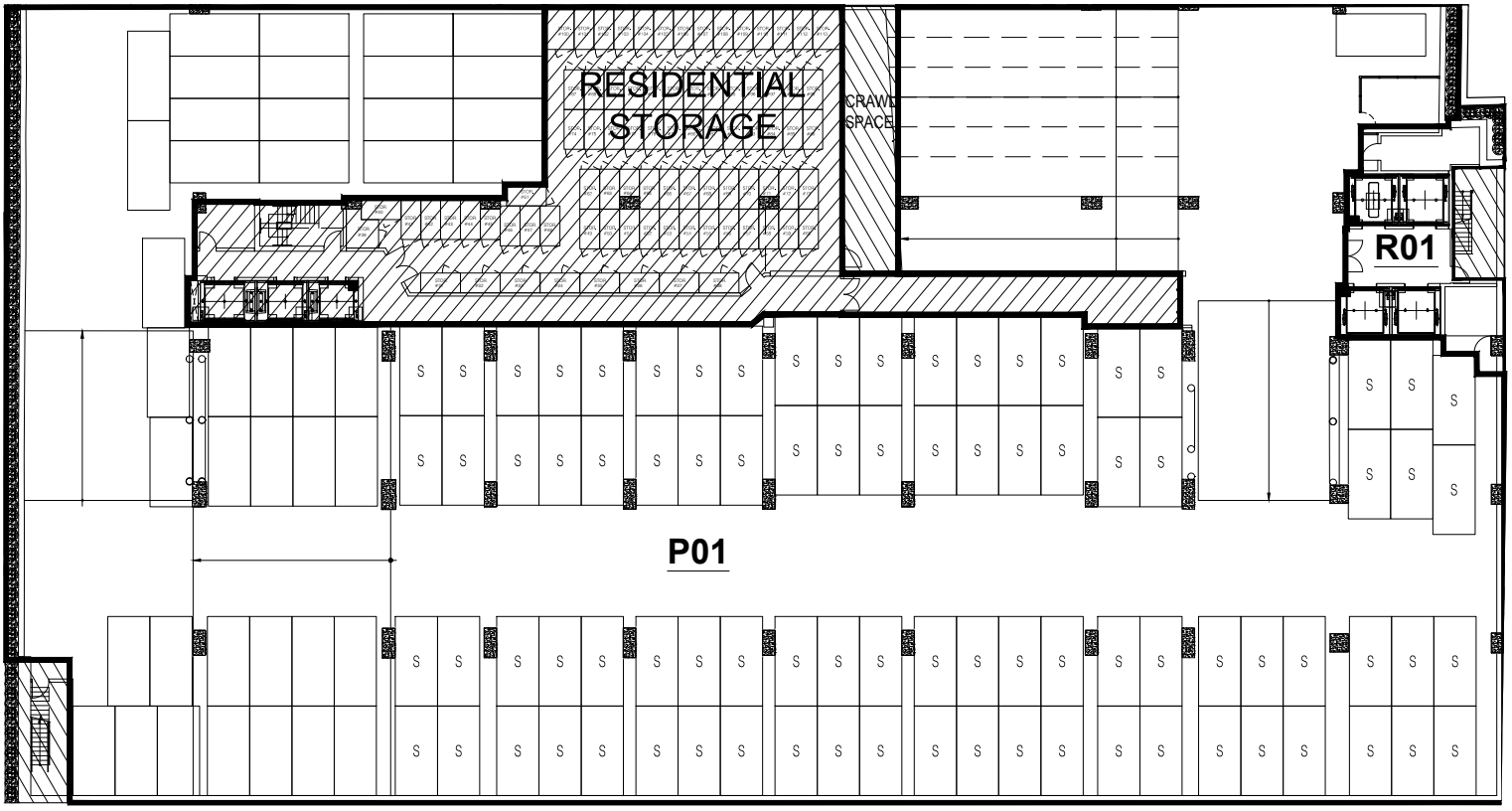
0' 80' 160'

DOCUMENT NUMBER 5

FLOOR PLANS

TANGRAM HOUSE SOUTH

SUB CELLAR THREE



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area

NORTH

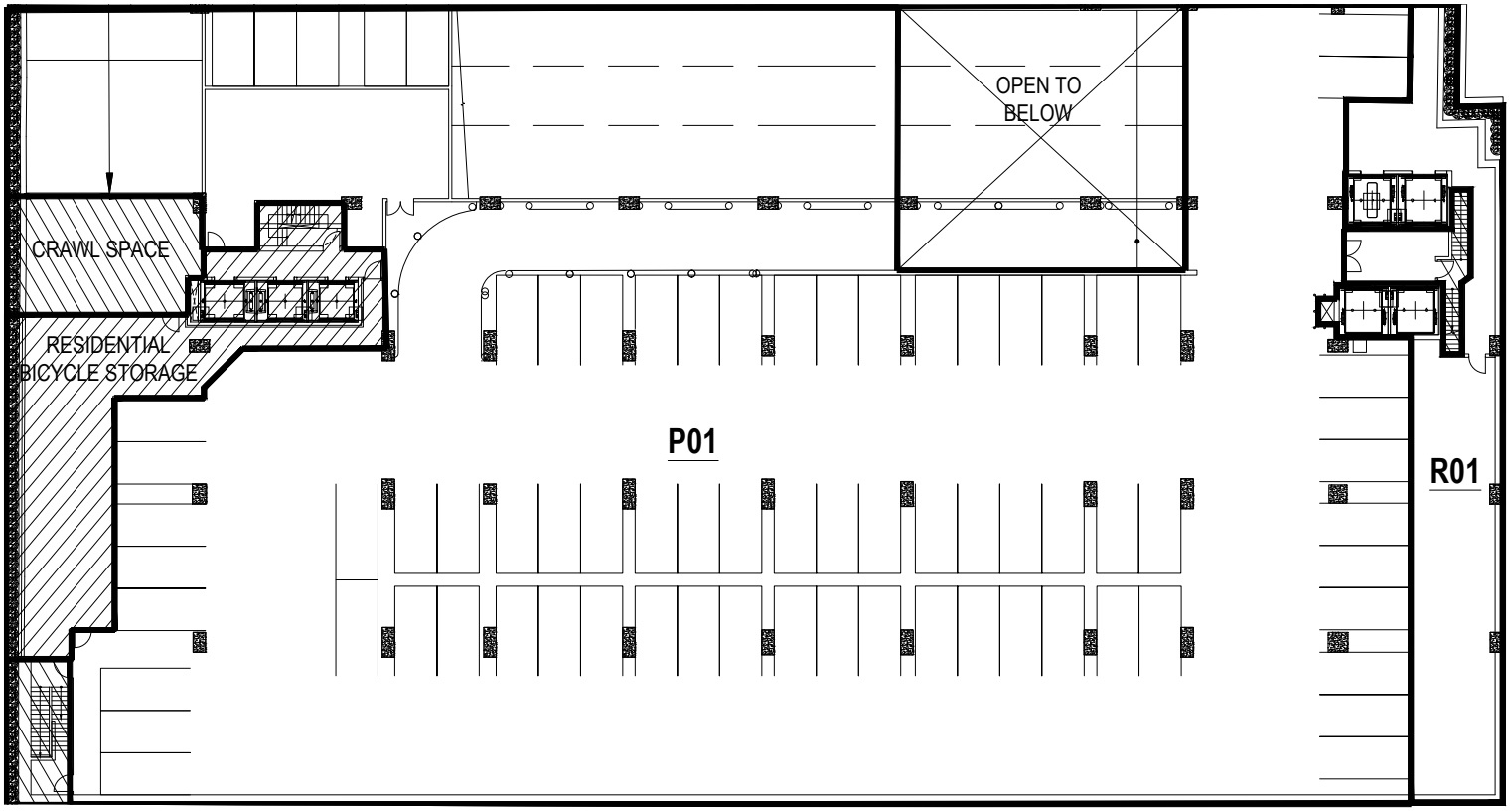
39th AVENUE

0 32 64

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

SUB CELLAR TWO



- General Common Element
- Parking Common Element
- Retail Common Element
- Residential Limited Common Element
- Residential Common Element
- Unit Area

NORTH

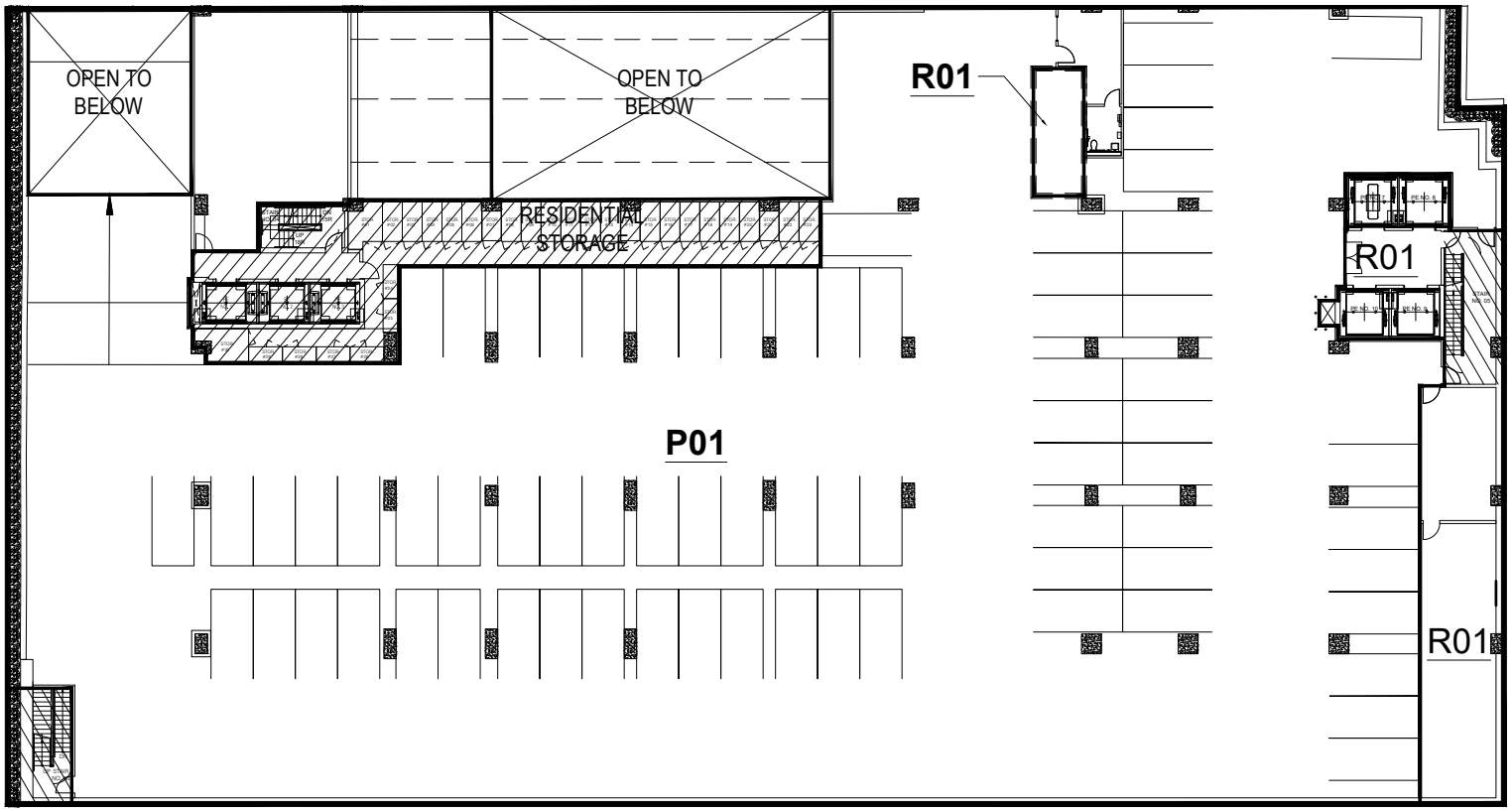
39th AVENUE

0 32 64

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

SUB CELLAR ONE



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area

NORTH

[redacted]

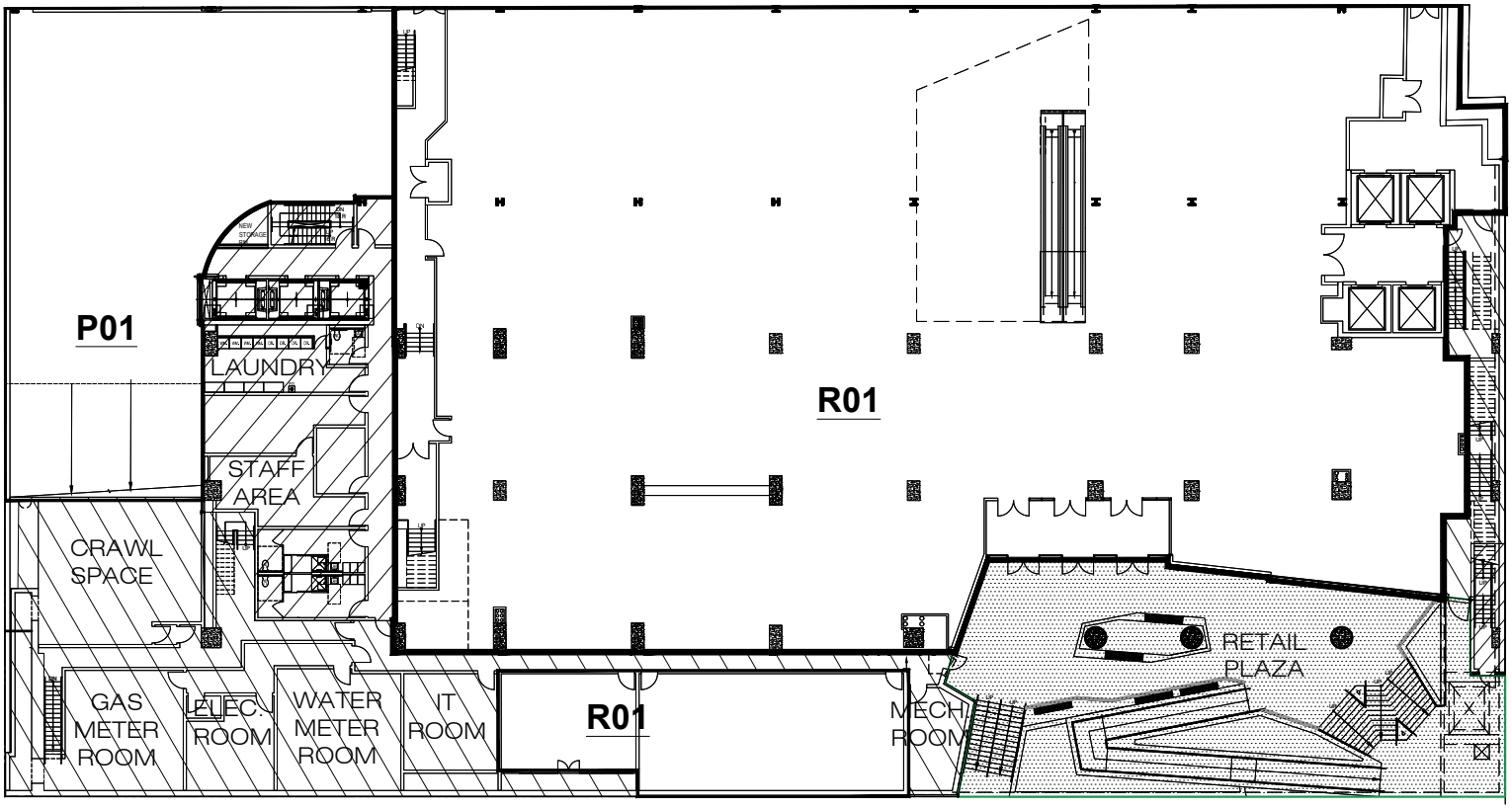
39th AVENUE

0 32 64

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

GROUND FLOOR



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area



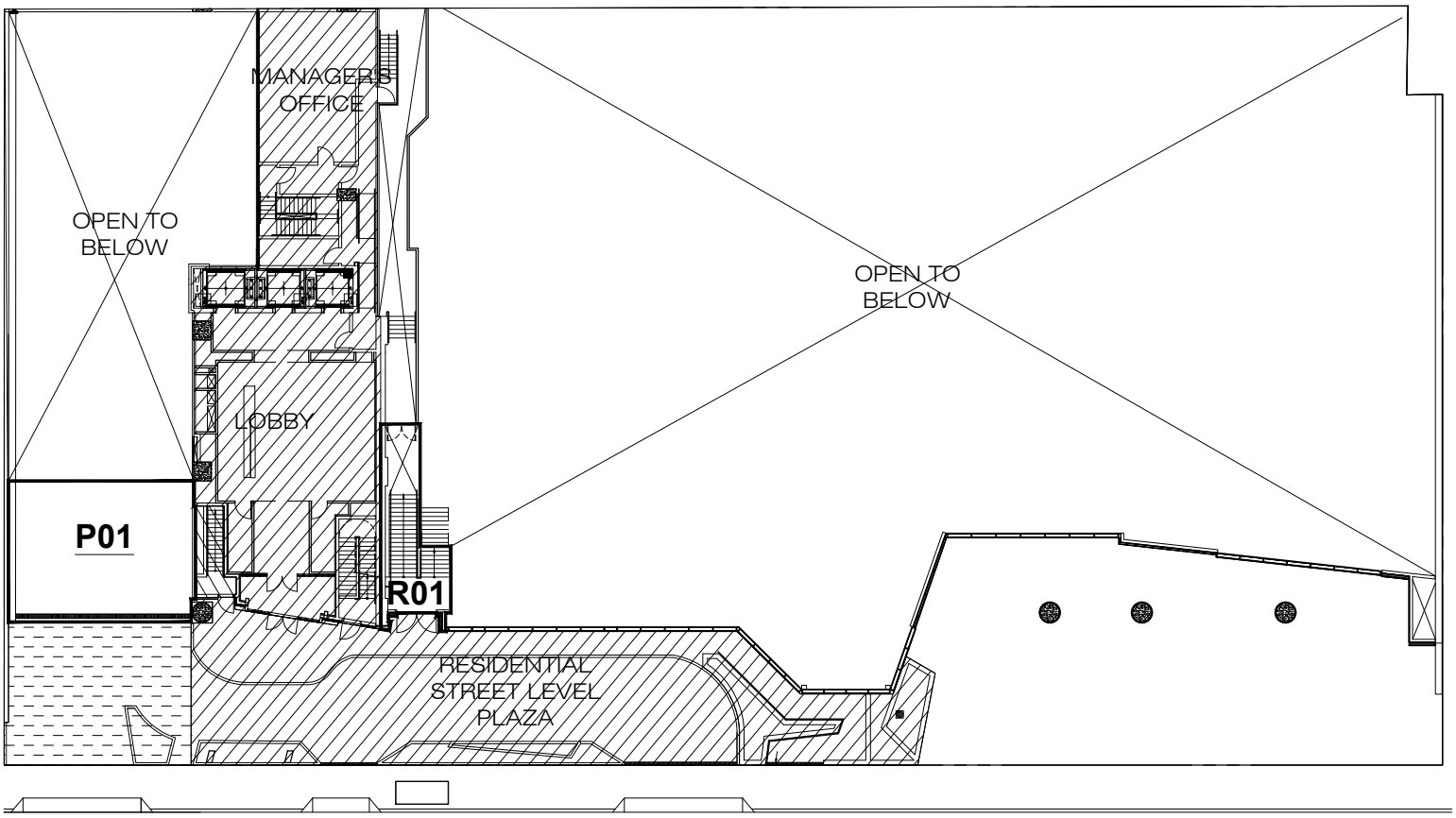
NORTH

0 32 64

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

LOBBY FLOOR



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area



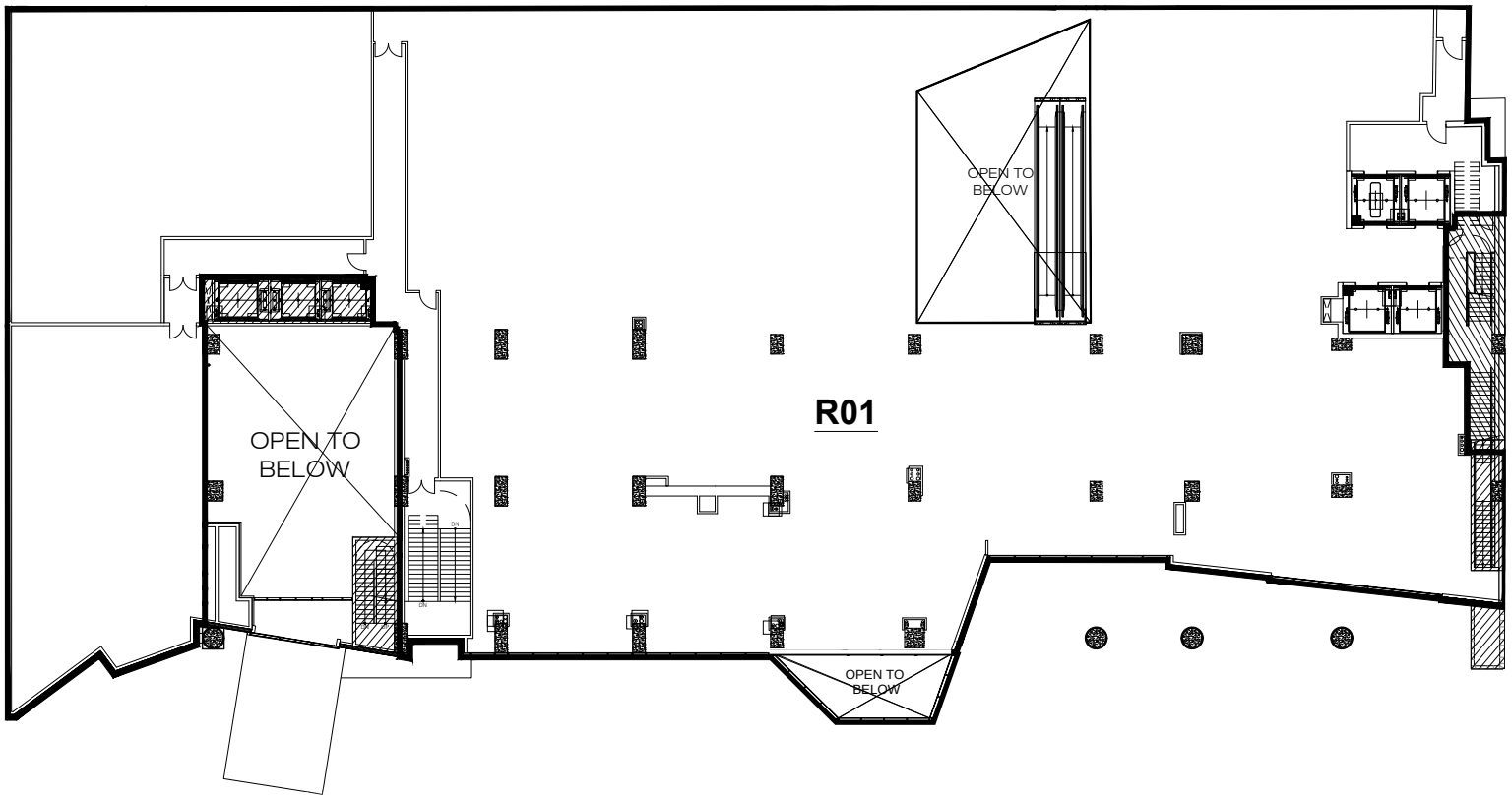
NORTH

0 32 64

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

FIRST FLOOR



- General Common Element
- Parking Common Element
- Retail Common Element
- Residential Limited Common Element
- Residential Common Element
- Unit Area

NORTH

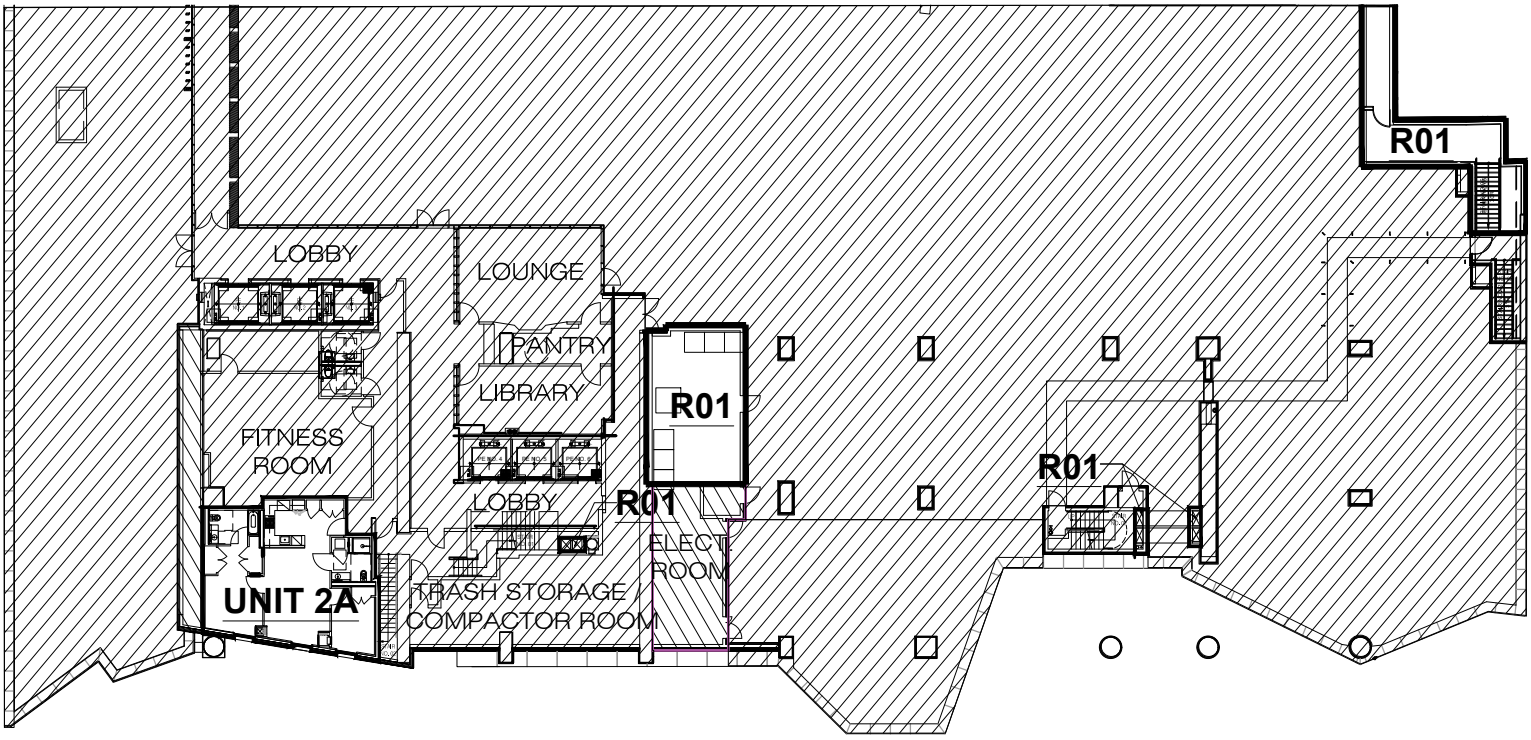
39th AVENUE

0 32 64

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

SECOND FLOOR



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area

NORTH

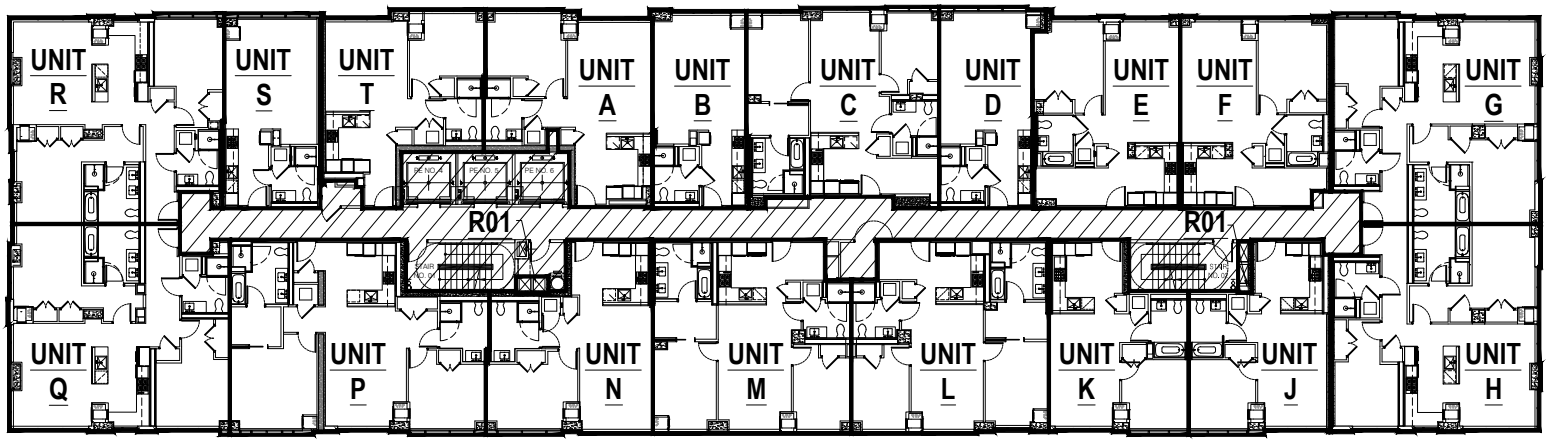
39th AVENUE

0 32 64

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

THIRD FLOOR



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area

NORTH

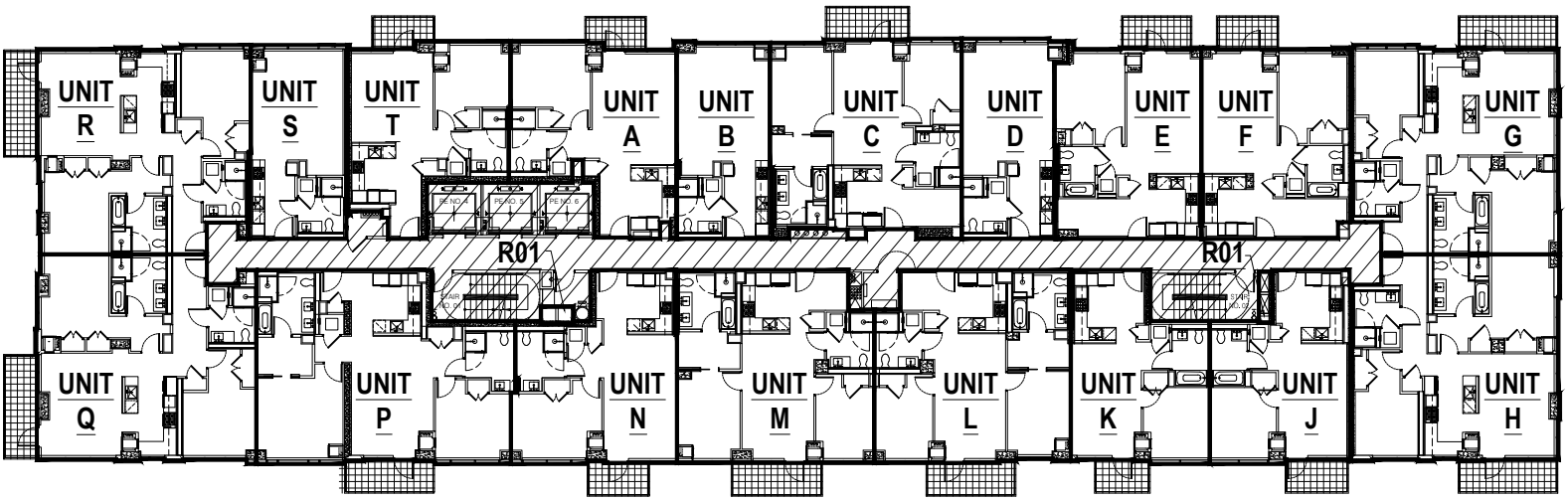
39th AVENUE

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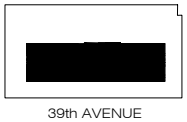
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

FIFTH TO EIGHTH FLOOR PLANS



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area



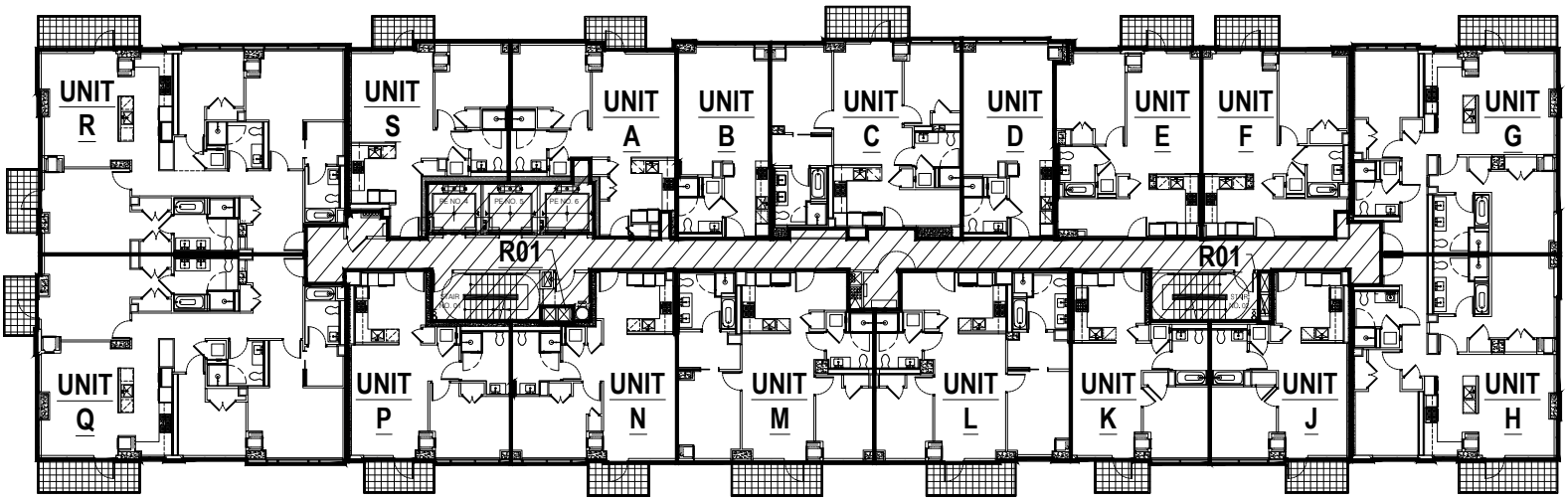
NORTH

0 16 32

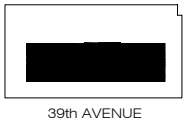
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

NINTH TO TWELFTH FLOOR



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area



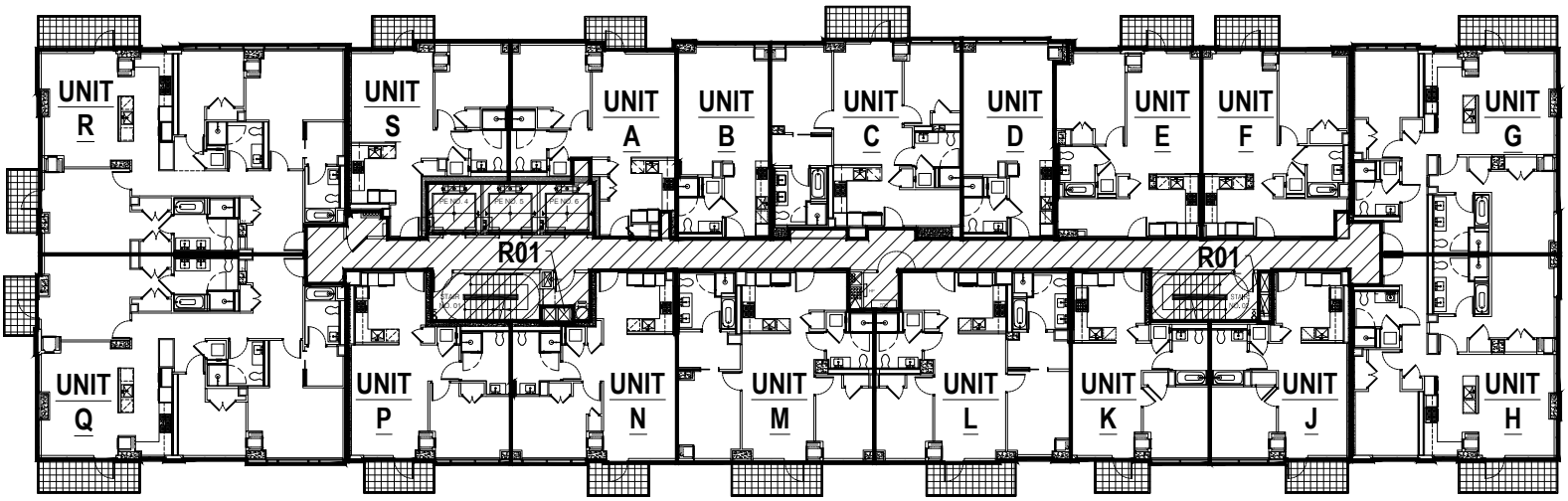


0 16 32

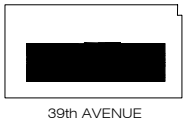
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

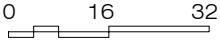
PH FLOOR



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area



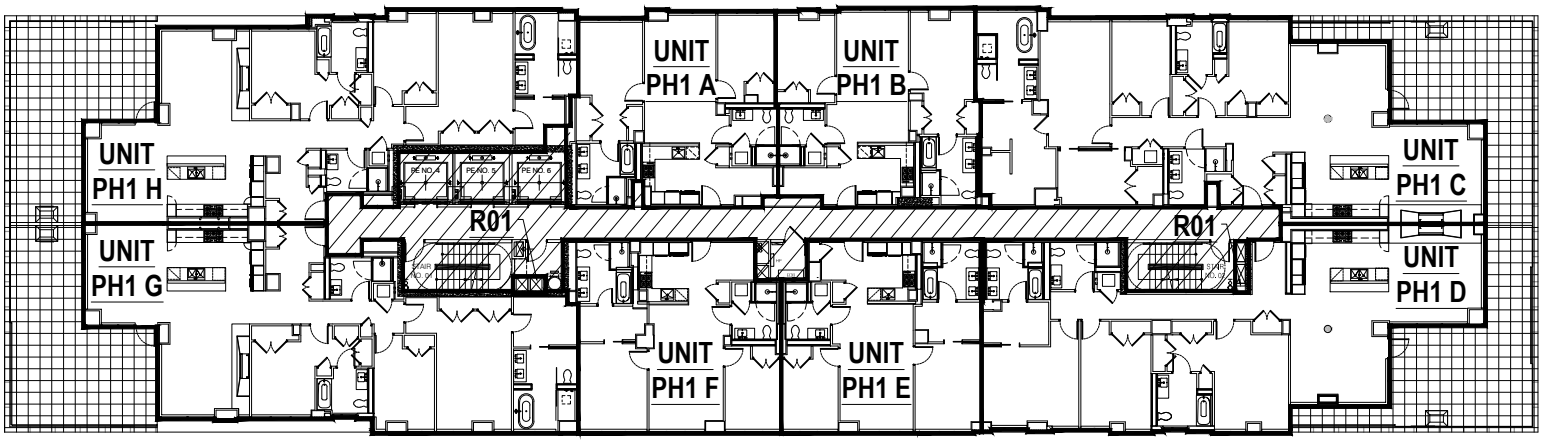




Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

PH1 FLOOR



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area

NORTH

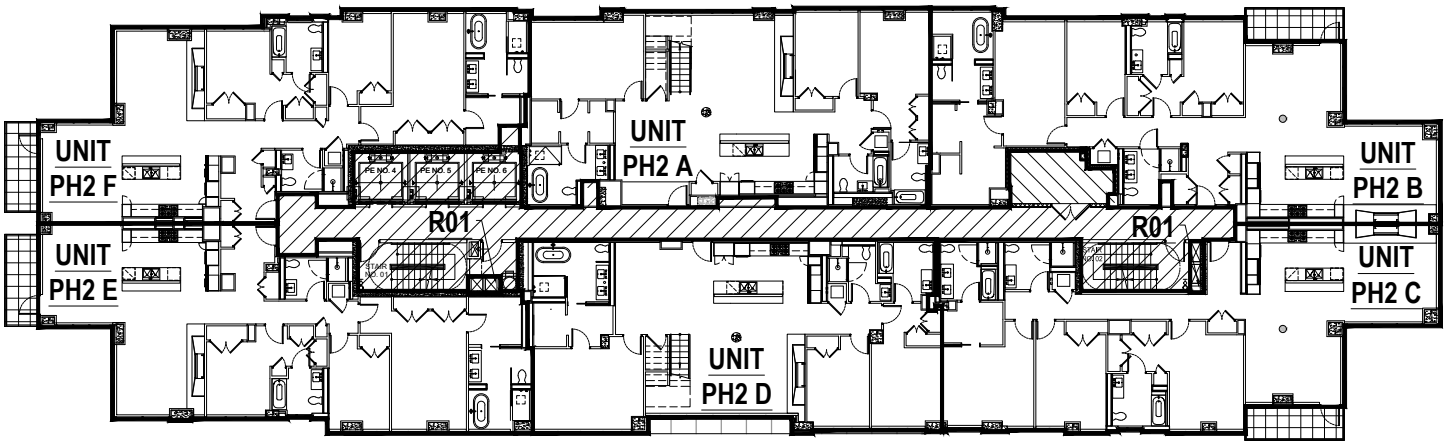
39th AVENUE

0 16 32

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

PH2 FLOOR



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area



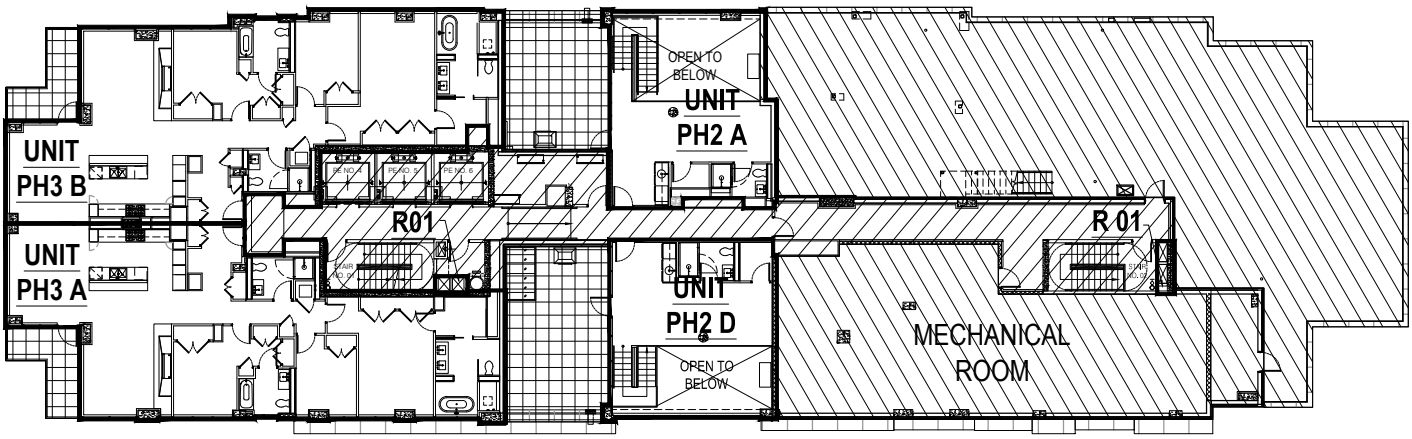
NORTH

0 16 32

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes as set to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

PH3 FLOOR



- General Common Element
- Parking Common Element
- Retail Common Element
- Residential Limited Common Element
- Residential Common Element
- Unit Area



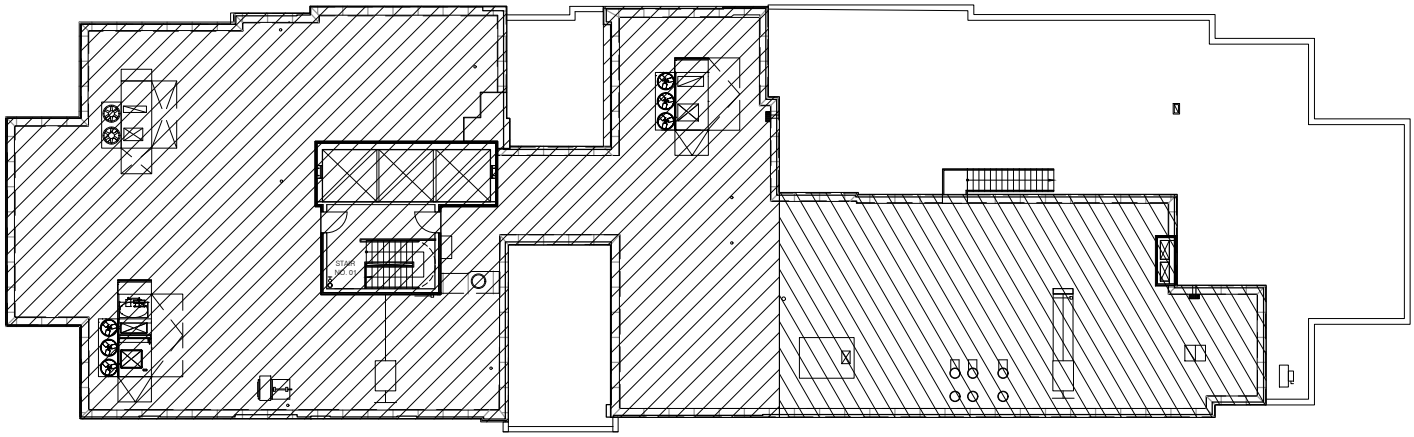
NORTH

0 16 32

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes as to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

ROOF



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area



39th AVENUE

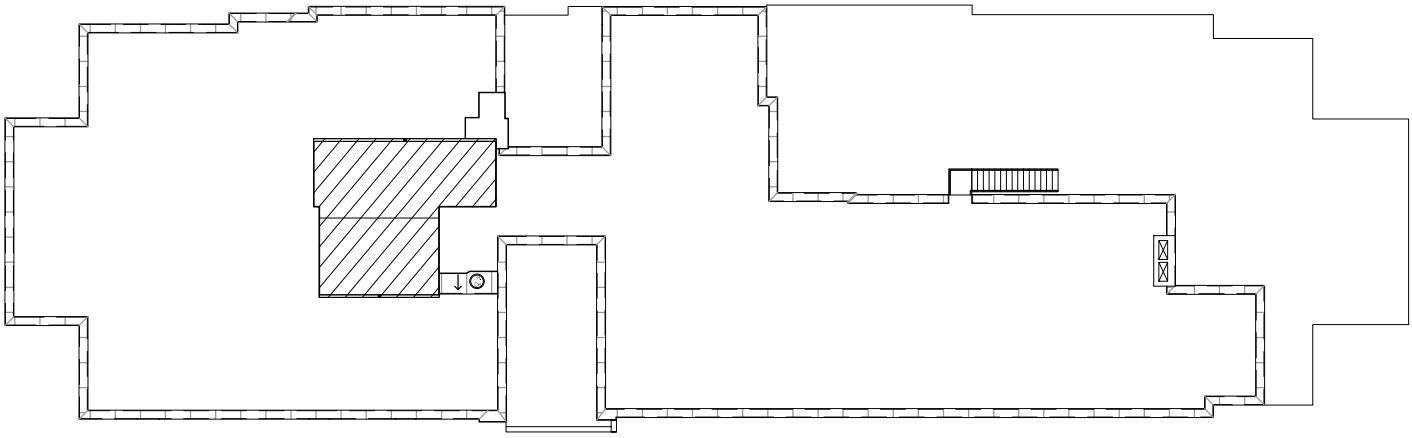
NORTH

0 16 32

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

BULKHEAD



General Common Element
Parking Common Element
Retail Common Element
Residential Limited Common Element
Residential Common Element
Unit Area



NORTH

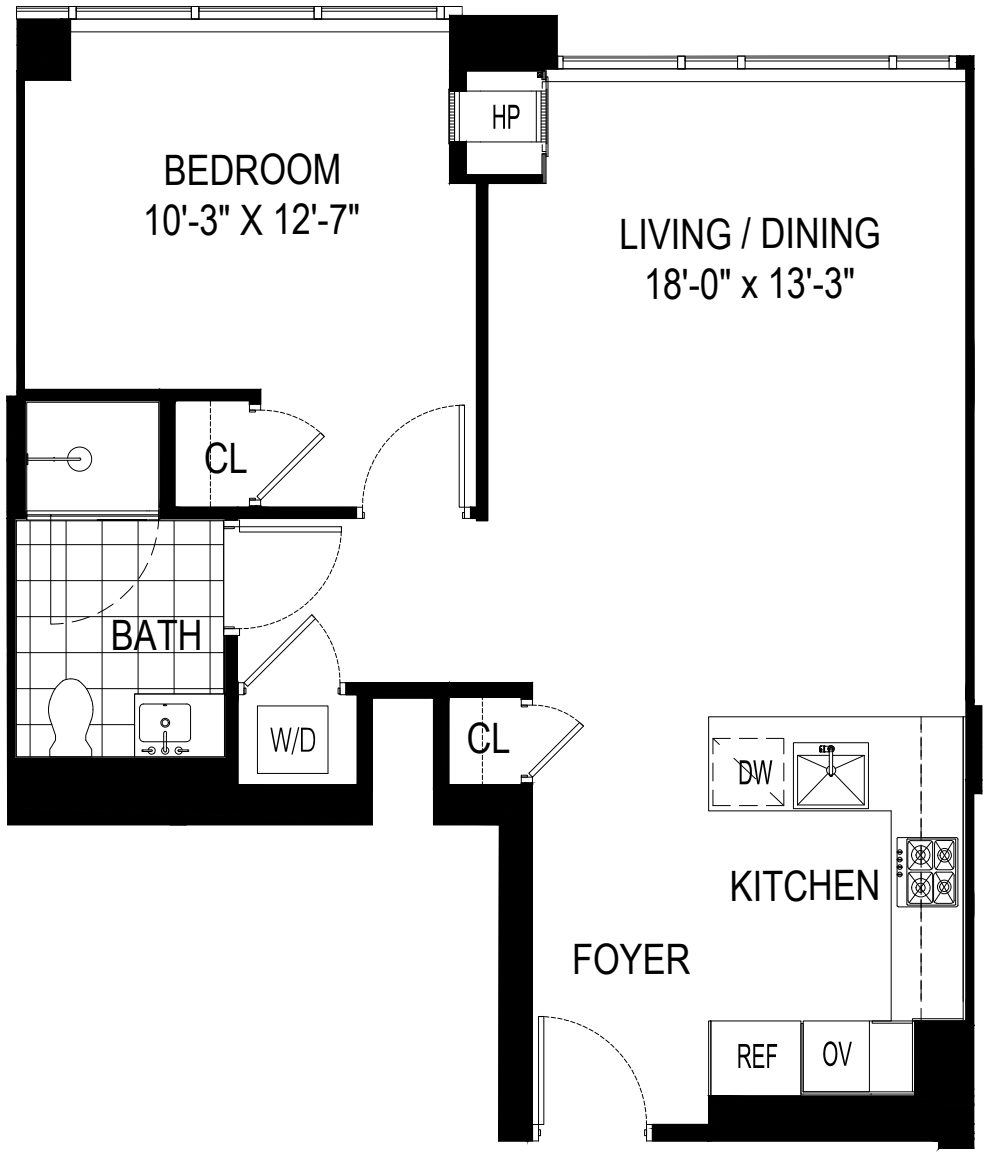
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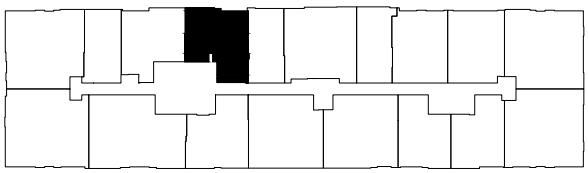
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3A
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 703 SQ. FT. (65 SQ. M.)





NORTH

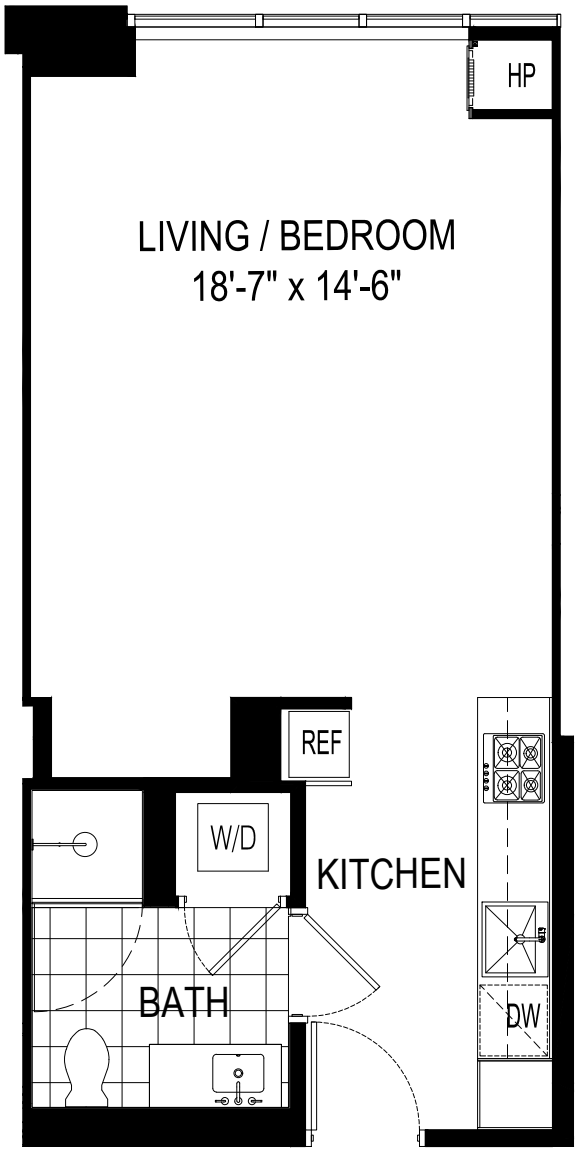
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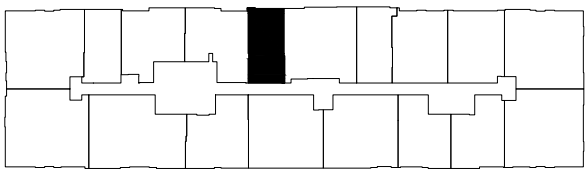
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3B - PH B
FLOORS: 3 - PH
STUDIO, 1 BATHROOM
LIVING/BEDROOM

UNIT AREA: 475 SQ. FT. (44 SQ. M.)





NORTH

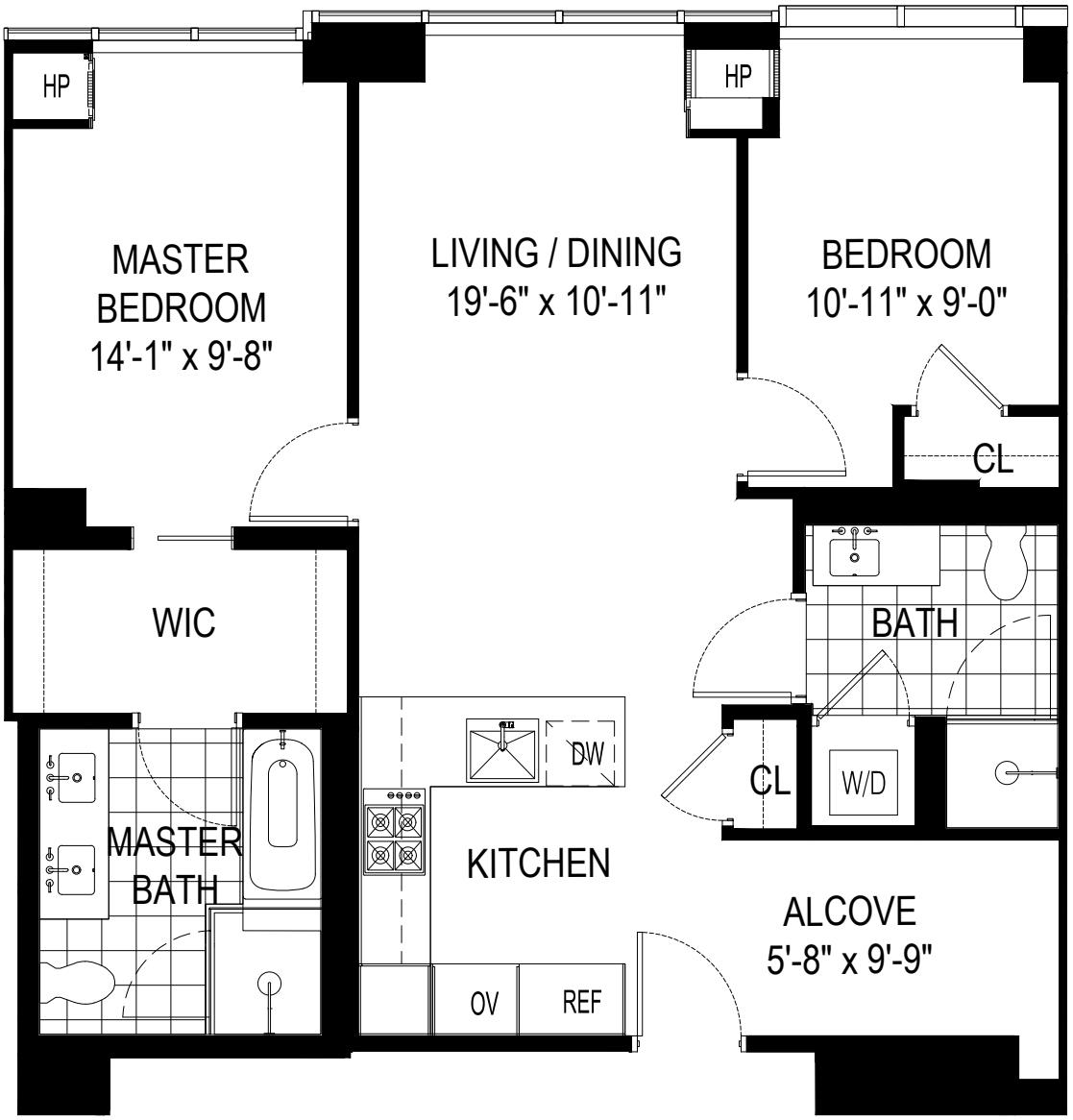
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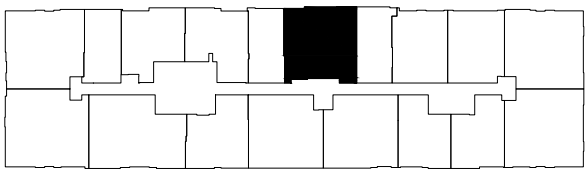
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3C
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 938 SQ. FT. (87 SQ. M.)





39th AVENUE

NORTH

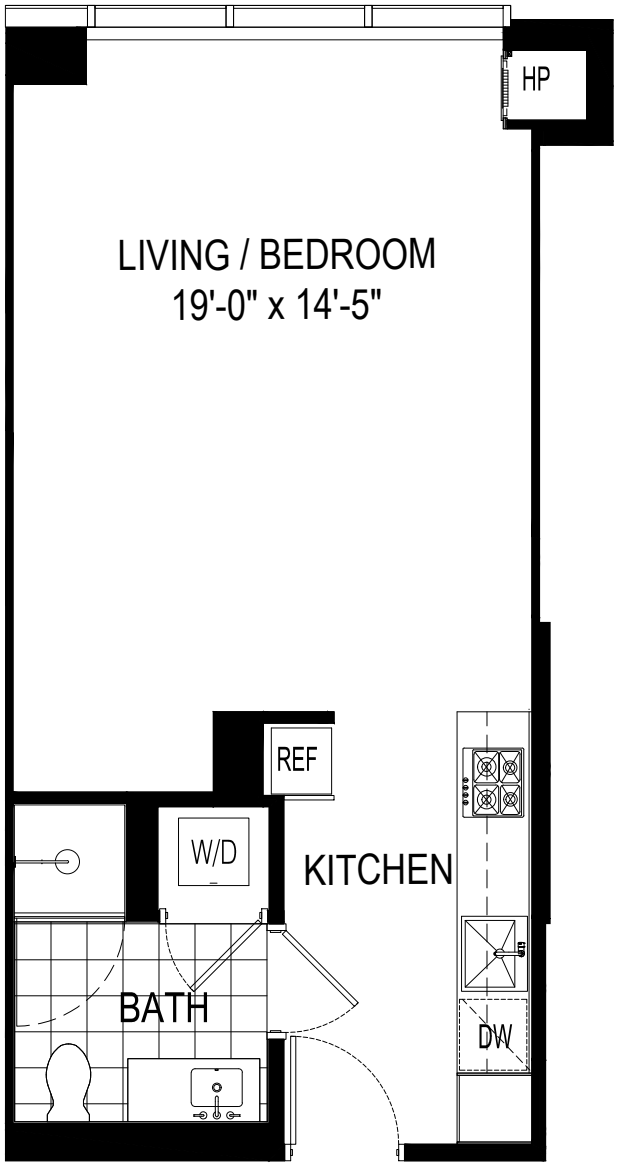
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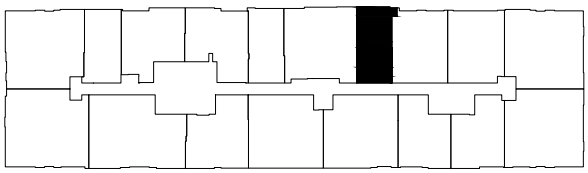
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

FURNISHED APARTMENT UNIT 3D - PH D
FLOORS: 3 - PH
STUDIO, 1 BATHROOM
LIVING/BEDROOM

UNIT AREA: 488 SQ. FT. (45 SQ. M.)





NORTH

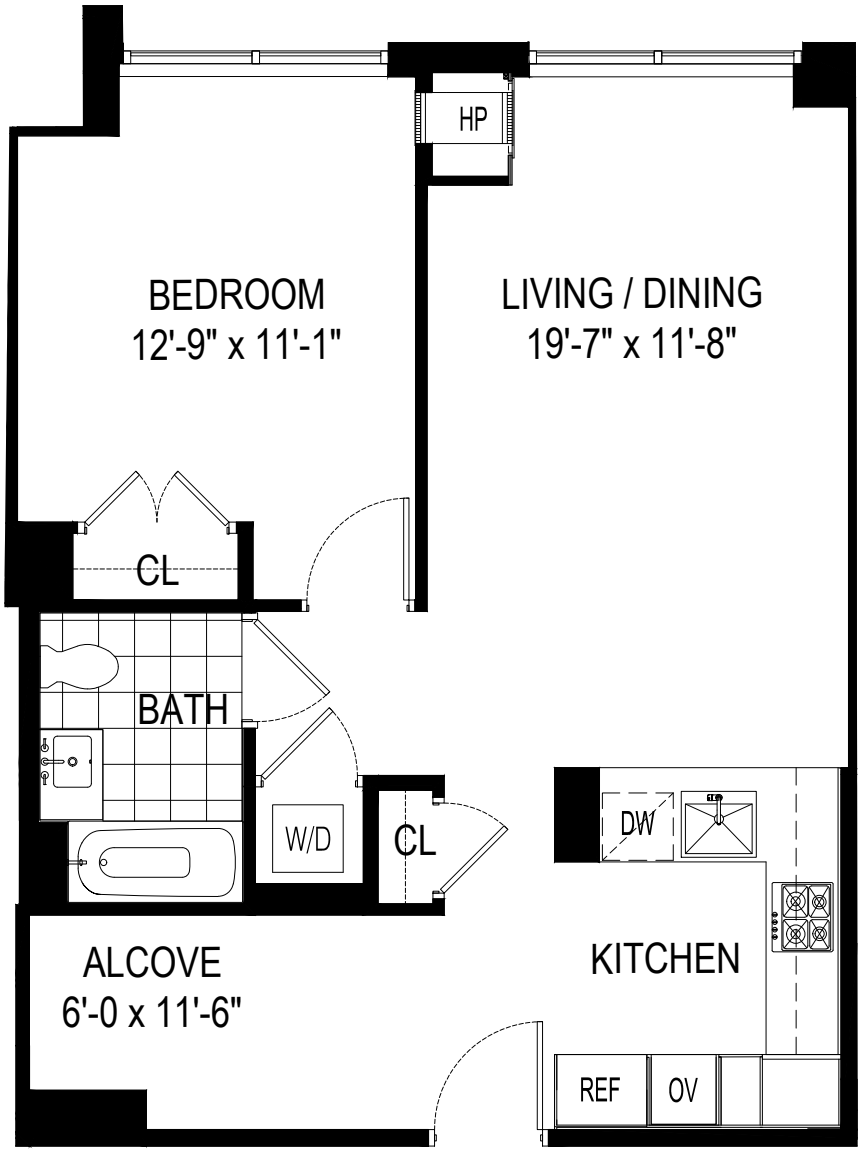
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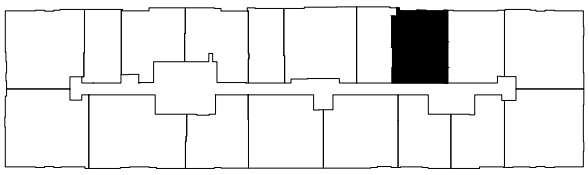
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3E
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 710 SQ. FT. (66 SQ. M.)





39th AVENUE

NORTH

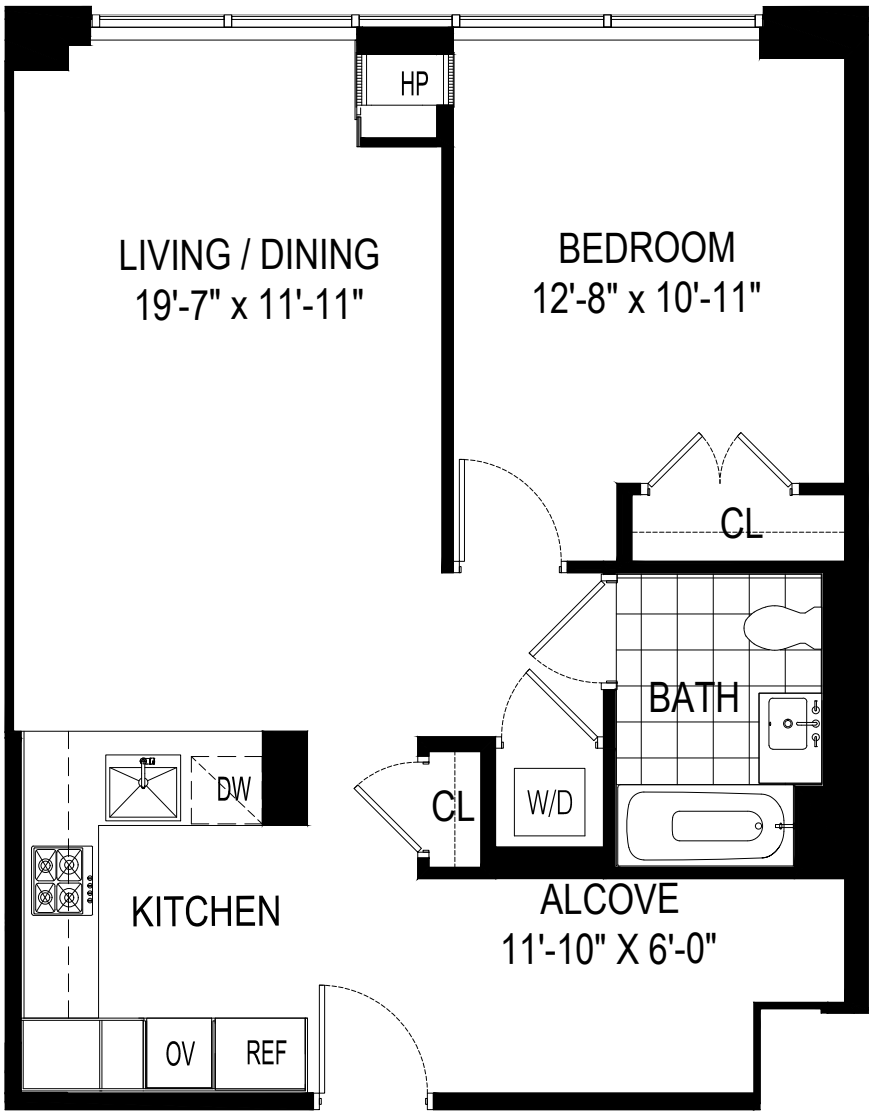
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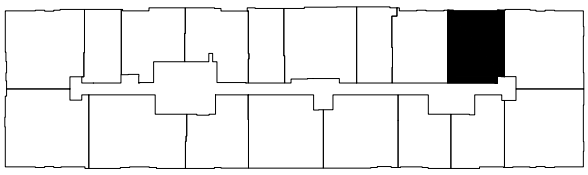
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3F
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 723 SQ. FT. (67 SQ. M.)





39th AVENUE

NORTH

0 4 8

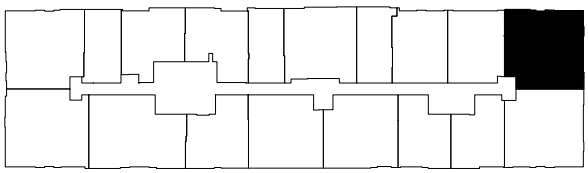
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3G
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,080 SQ. FT. (100 SQ. M.)





NORTH

0 4 8

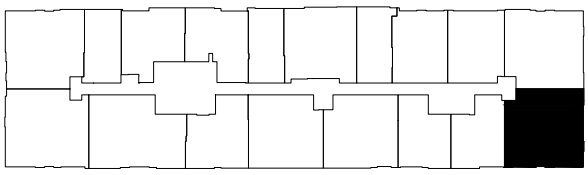
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3H
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,076 SQ. FT. (100 SQ. M.)





NORTH

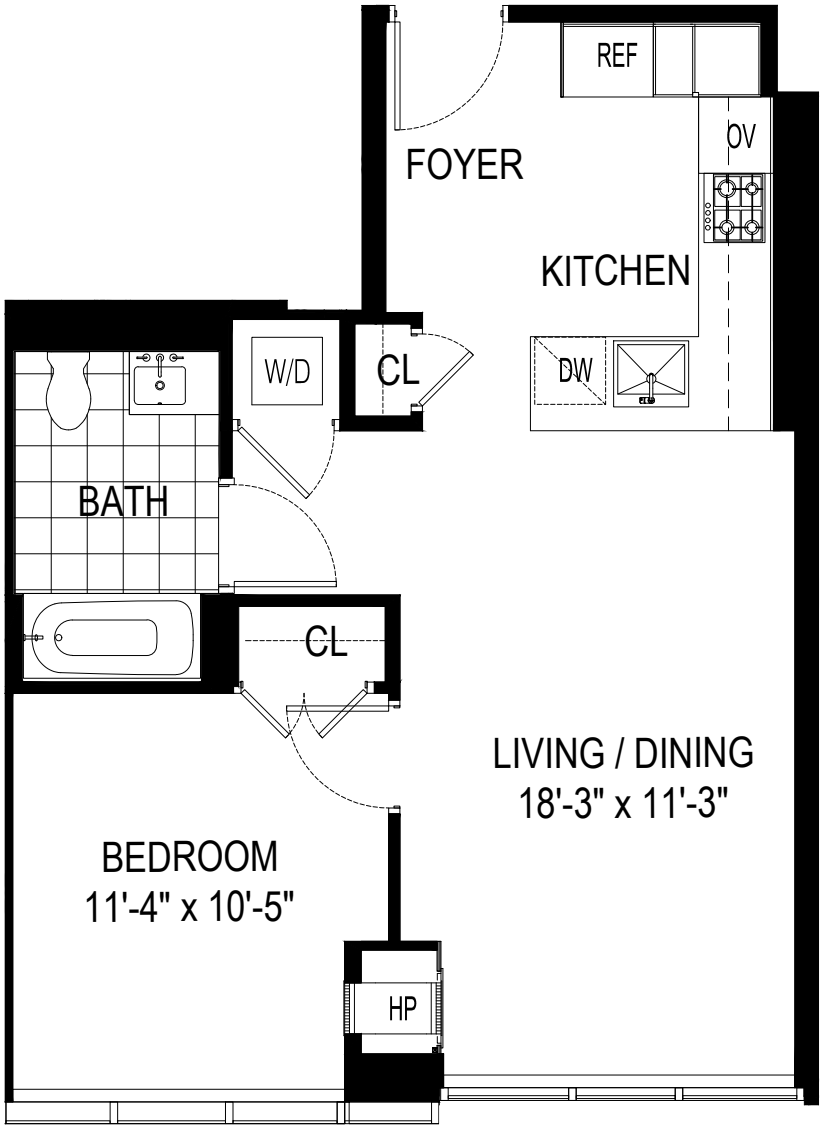
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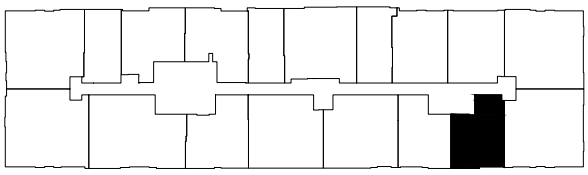
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3J
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 611 SQ. FT. (57 SQ. M.)





NORTH

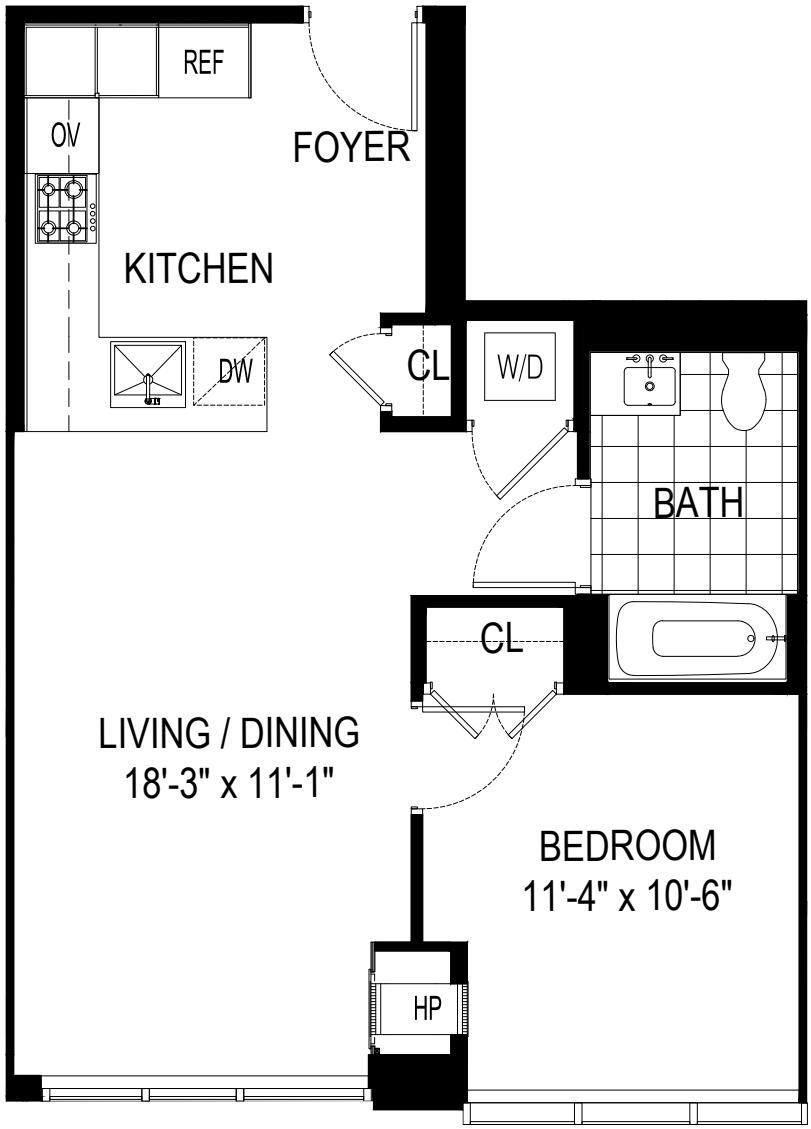
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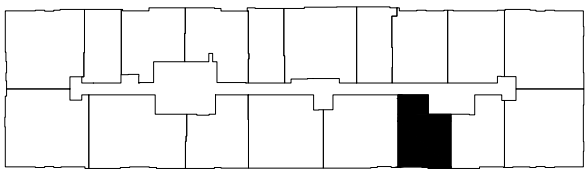
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3K
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 607 SQ. FT. (56 SQ. M.)





NORTH

0 4 8

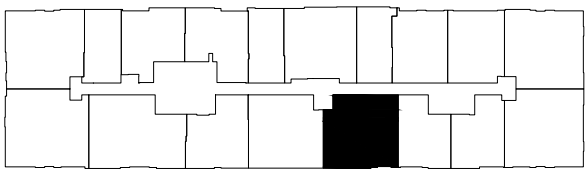
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3L
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 944 SQ. FT. (88 SQ. M.)





39th AVENUE

NORTH

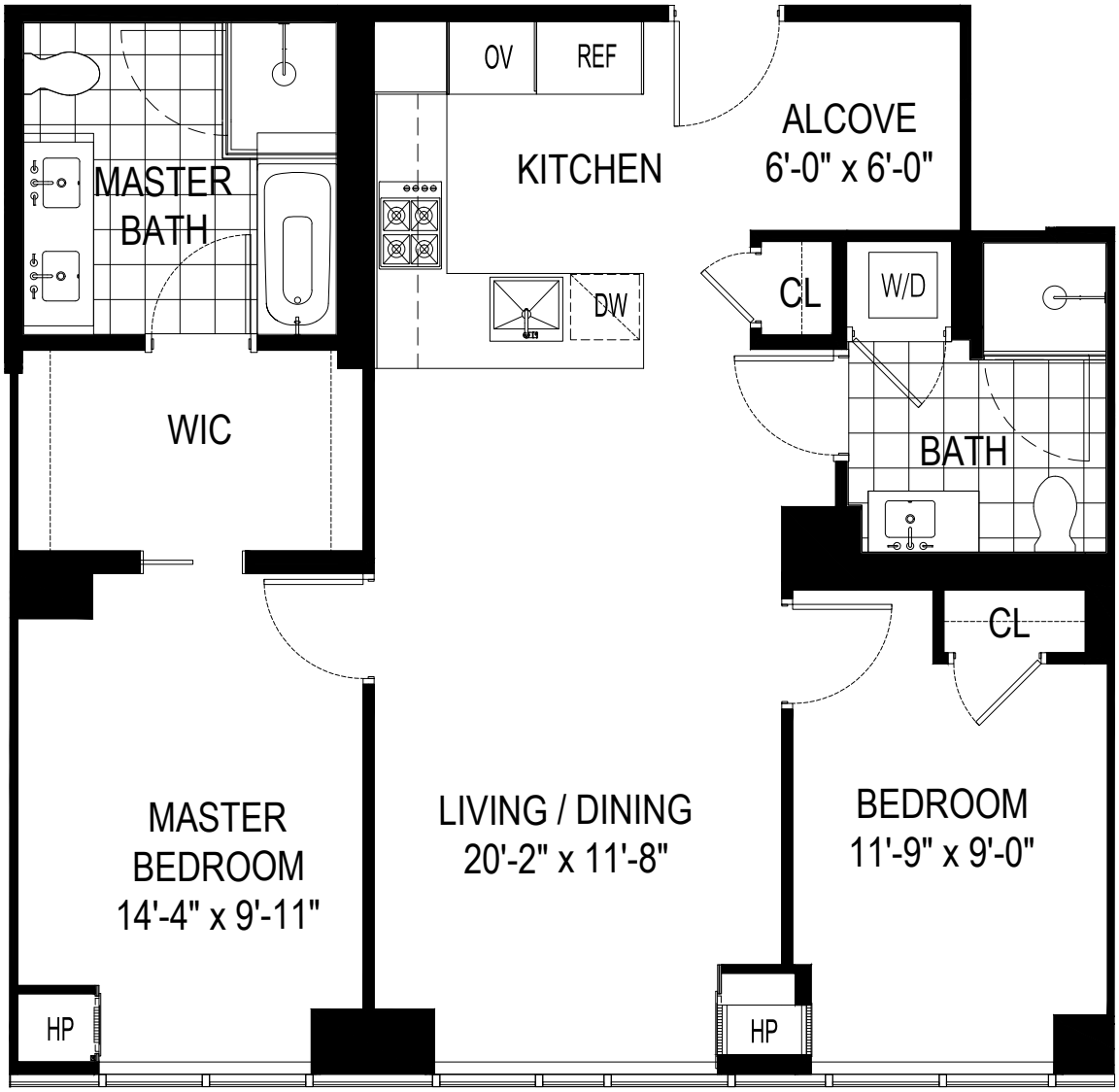
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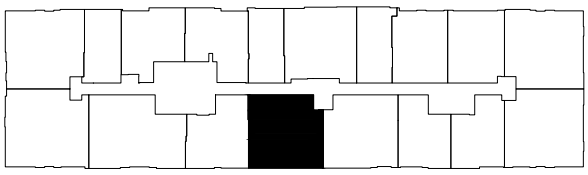
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3M
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 953 SQ. FT. (89 SQ. M.)





39th AVENUE

NORTH

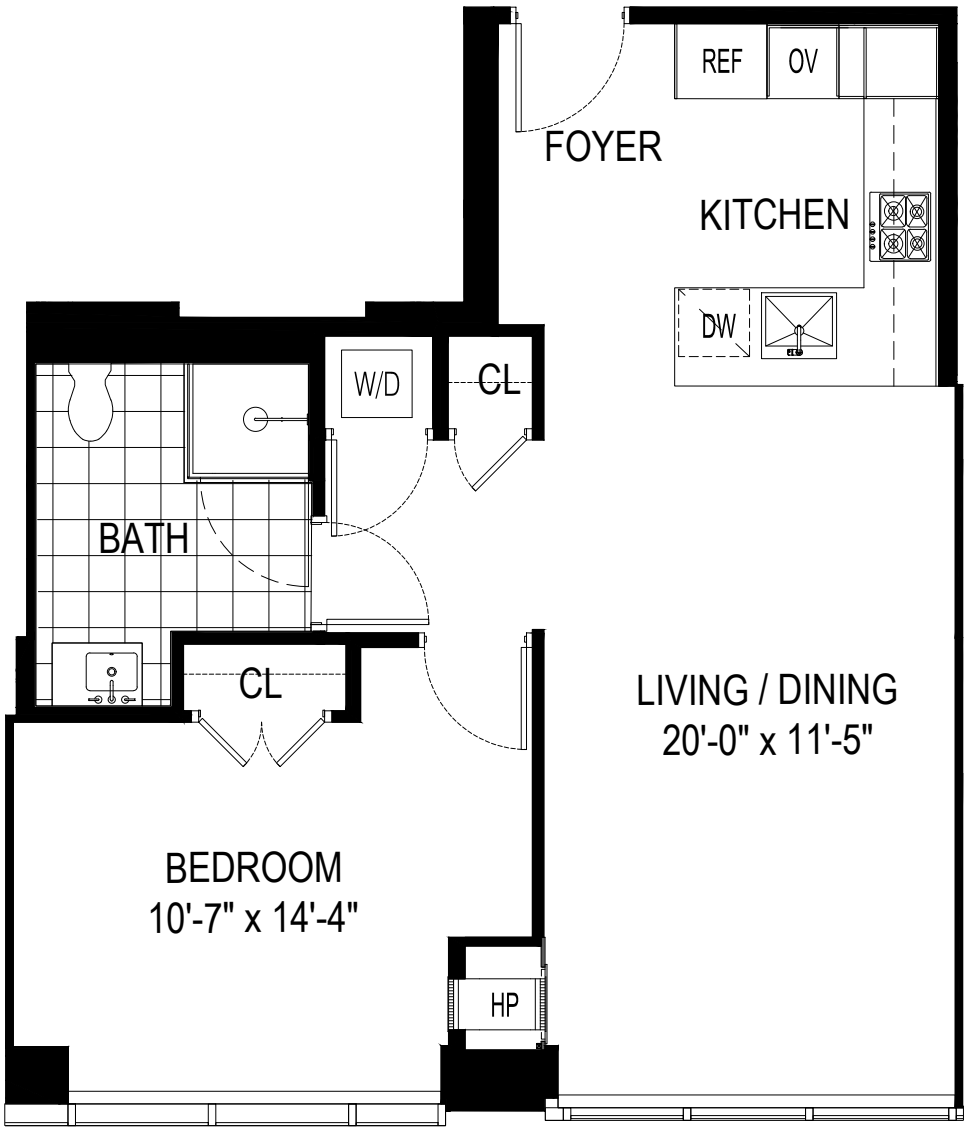
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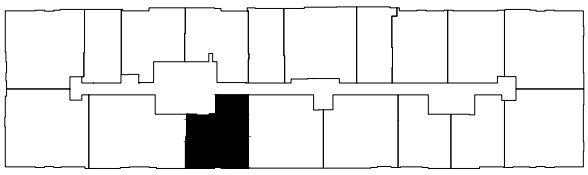
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3N
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 710 SQ. FT. (66 SQ. M.)





NORTH

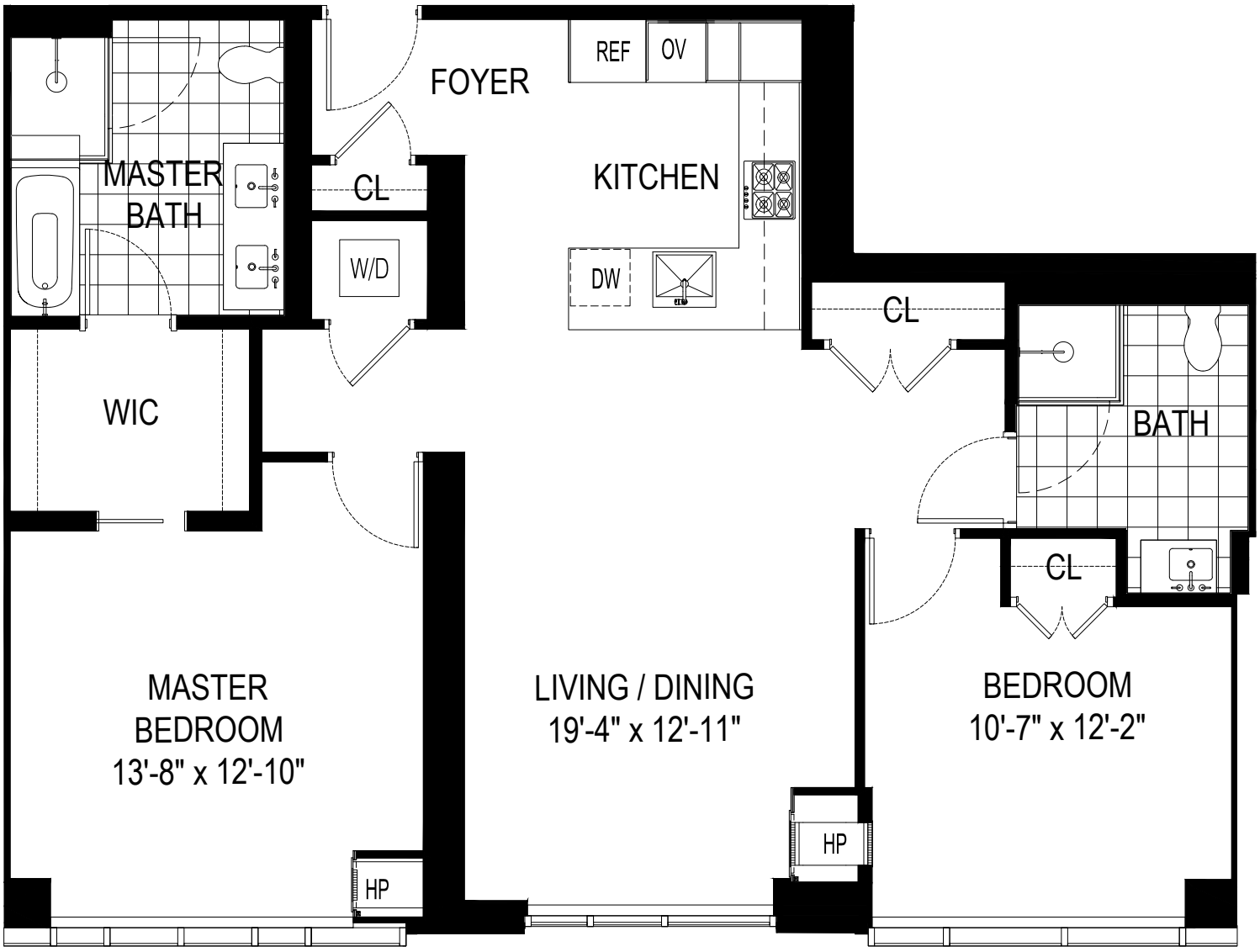
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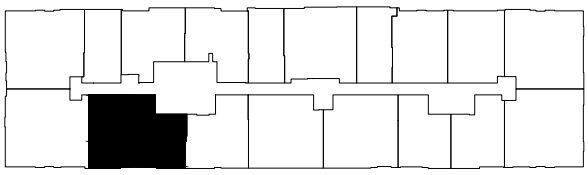
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3P
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,161 SQ. FT. (108 SQ. M.)





39th AVENUE

NORTH

0 4 8

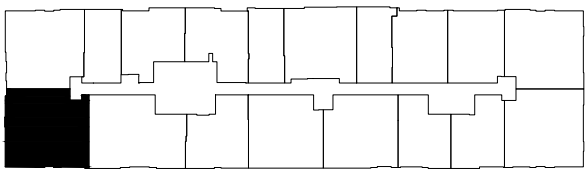
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3Q
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,129 SQ. FT. (105 SQ. M.)





39th AVENUE

NORTH

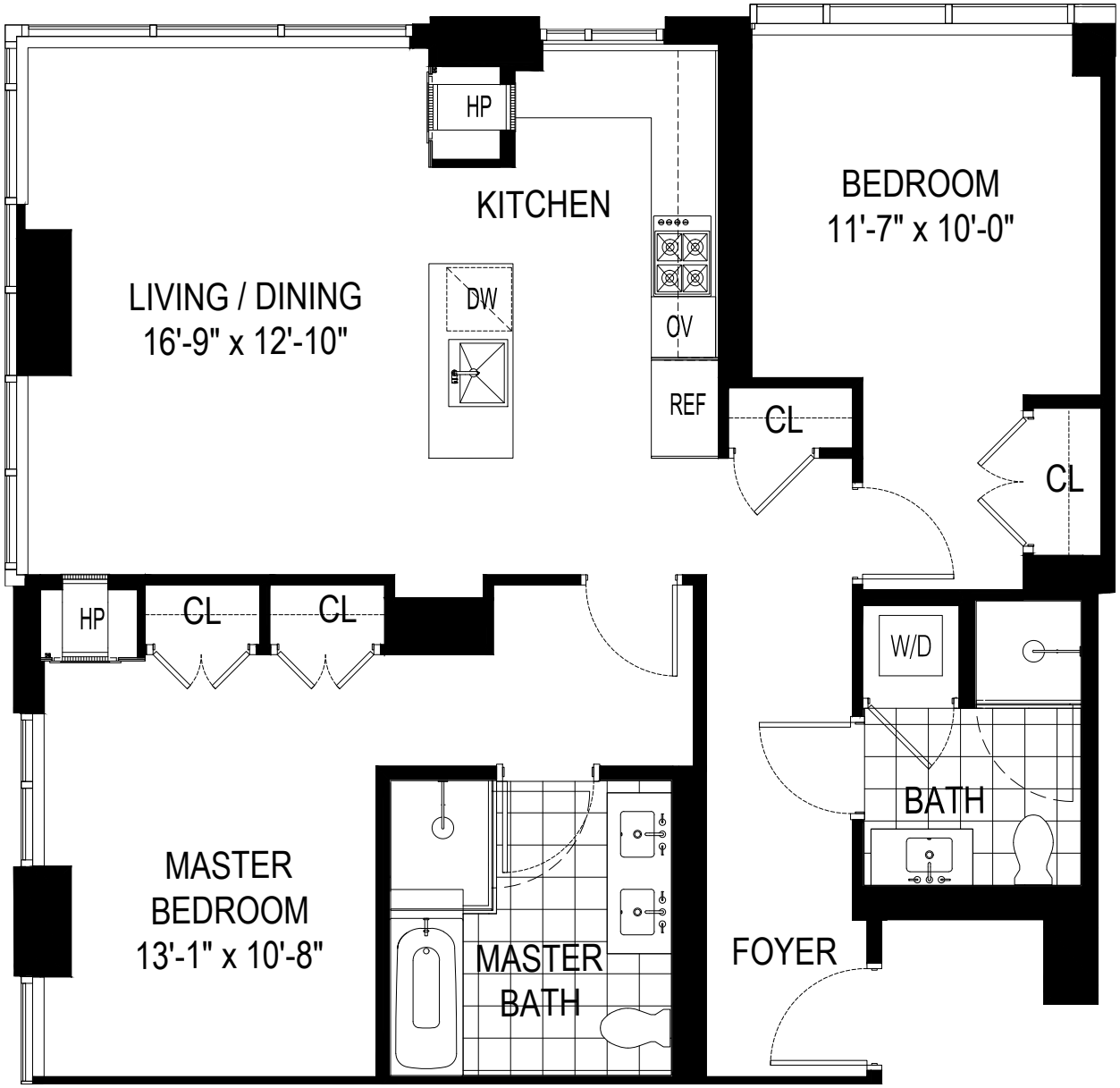
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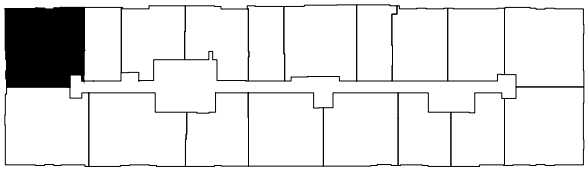
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3R
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,096 SQ. FT. (102 SQ. M.)





39th AVENUE

NORTH

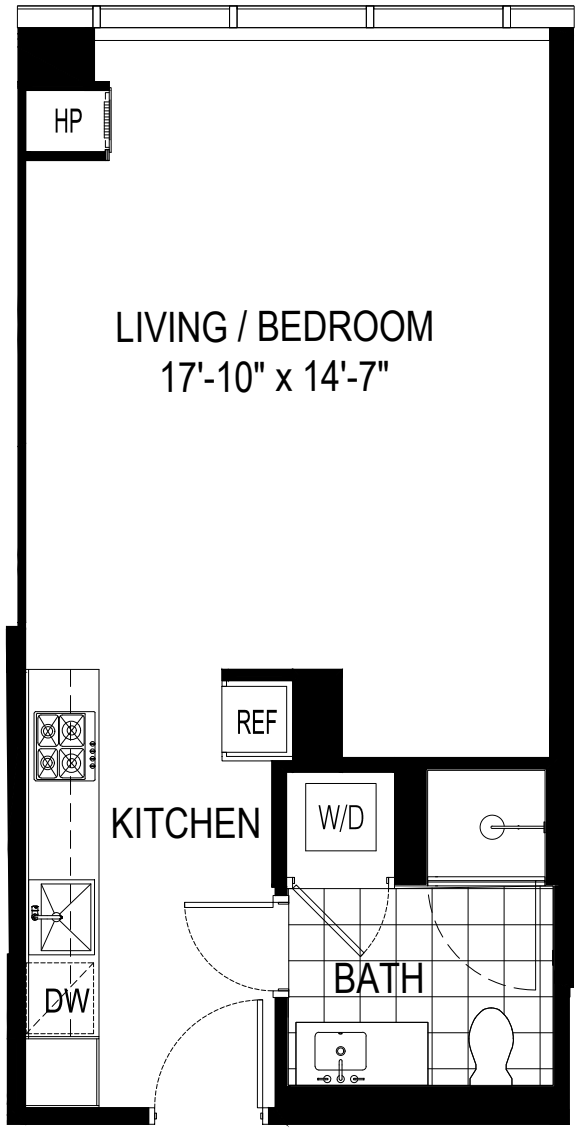
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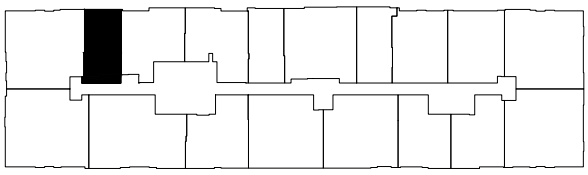
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3S
STUDIO, 1 BATHROOM
LIVING/BEDROOM

UNIT AREA: 484 SQ. FT. (45 SQ. M.)





39th AVENUE

NORTH

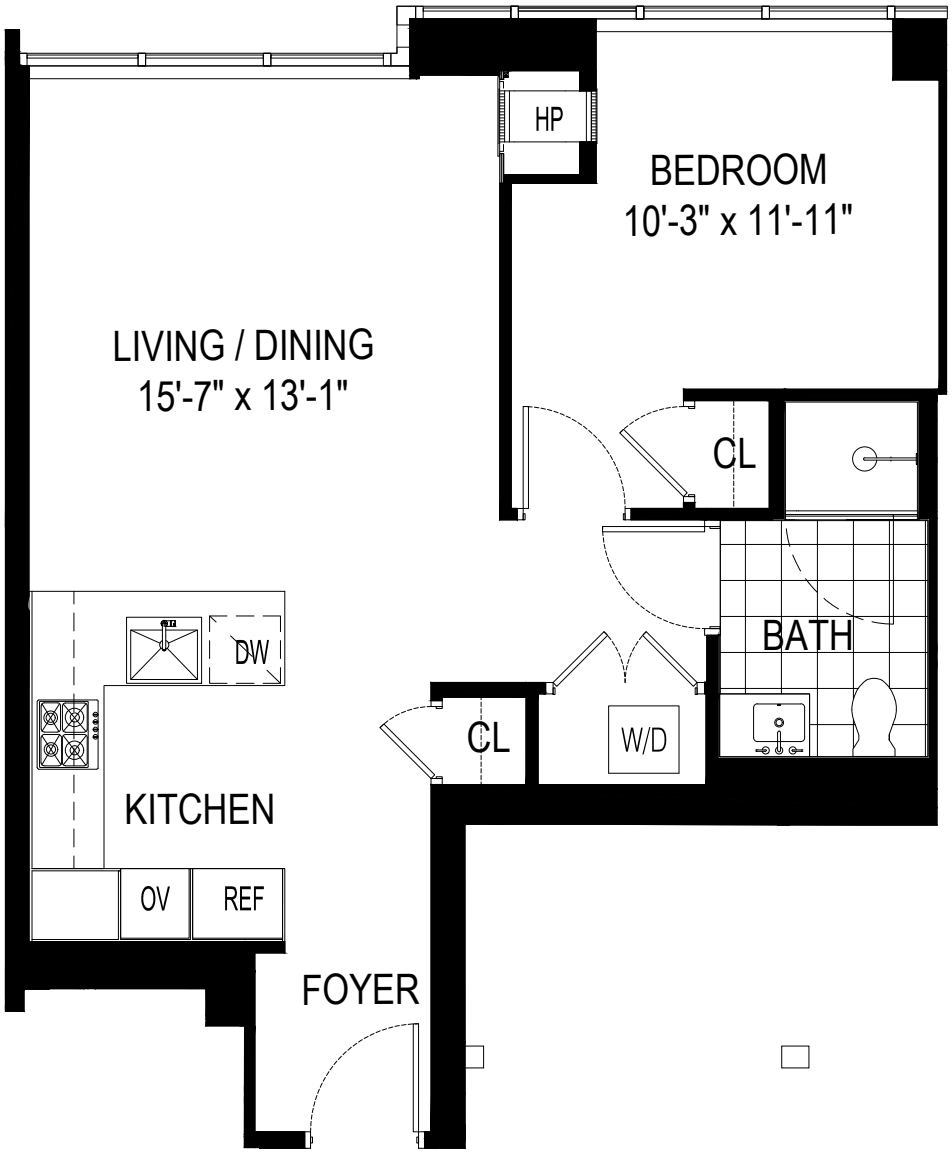
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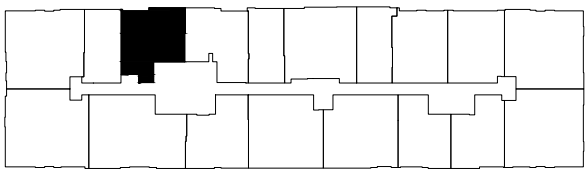
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 3T
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 666 SQ. FT. (62 SQ. M.)





39th AVENUE

NORTH

0 4 8

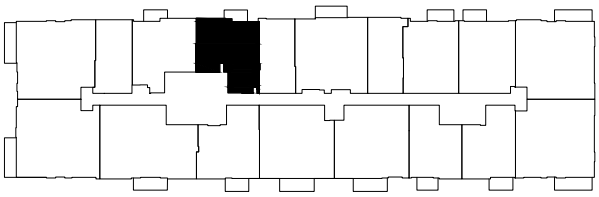
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5A - 8A
FLOORS: 5 - 8
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 700 SQ. FT. (65 SQ. M.)
BALCONY AREA: 49 SQ. FT. (5 SQ. M.)





NORTH

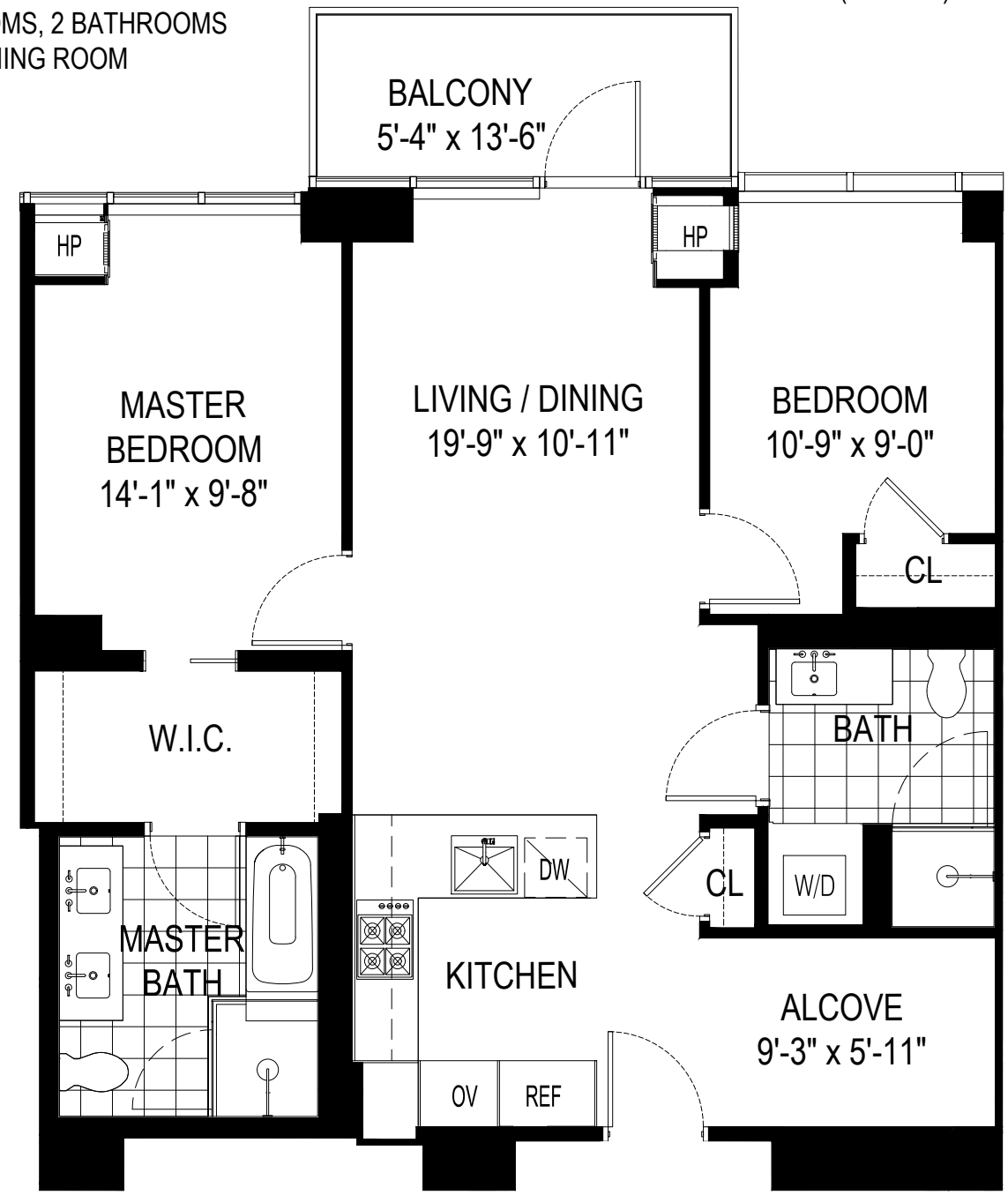
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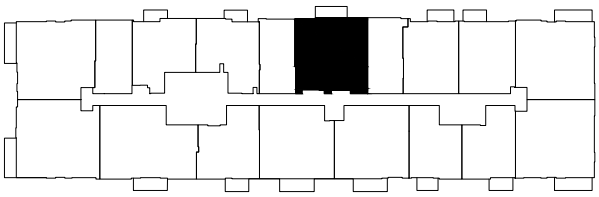
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5C - PH C
FLOORS: 5 - PH
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 947 SQ. FT. (88 SQ. M.)
BALCONY AREA: 72 SQ. FT. (7 SQ. M.)





39th AVENUE

NORTH

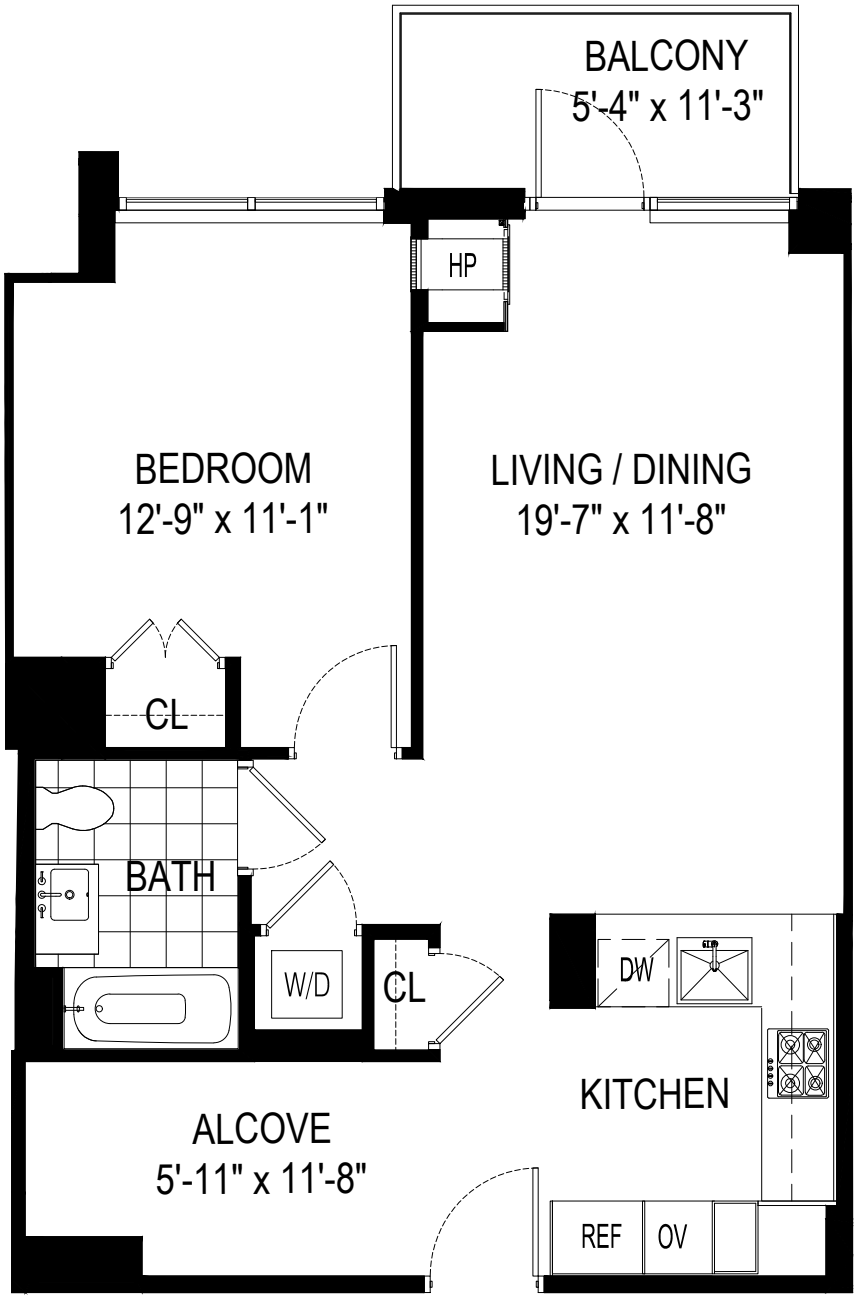
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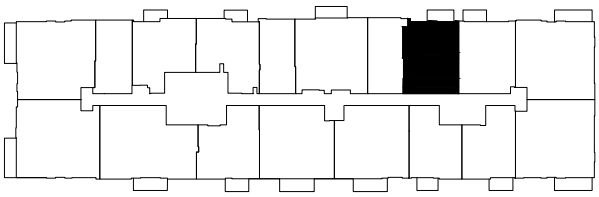
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

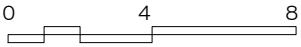
APARTMENT UNIT 5E - PH E
FLOORS: 5 - PH
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 710 SQ. FT. (66 SQ. M.)
BALCONY AREA: 59 SQ. FT. (5 SQ. M.)







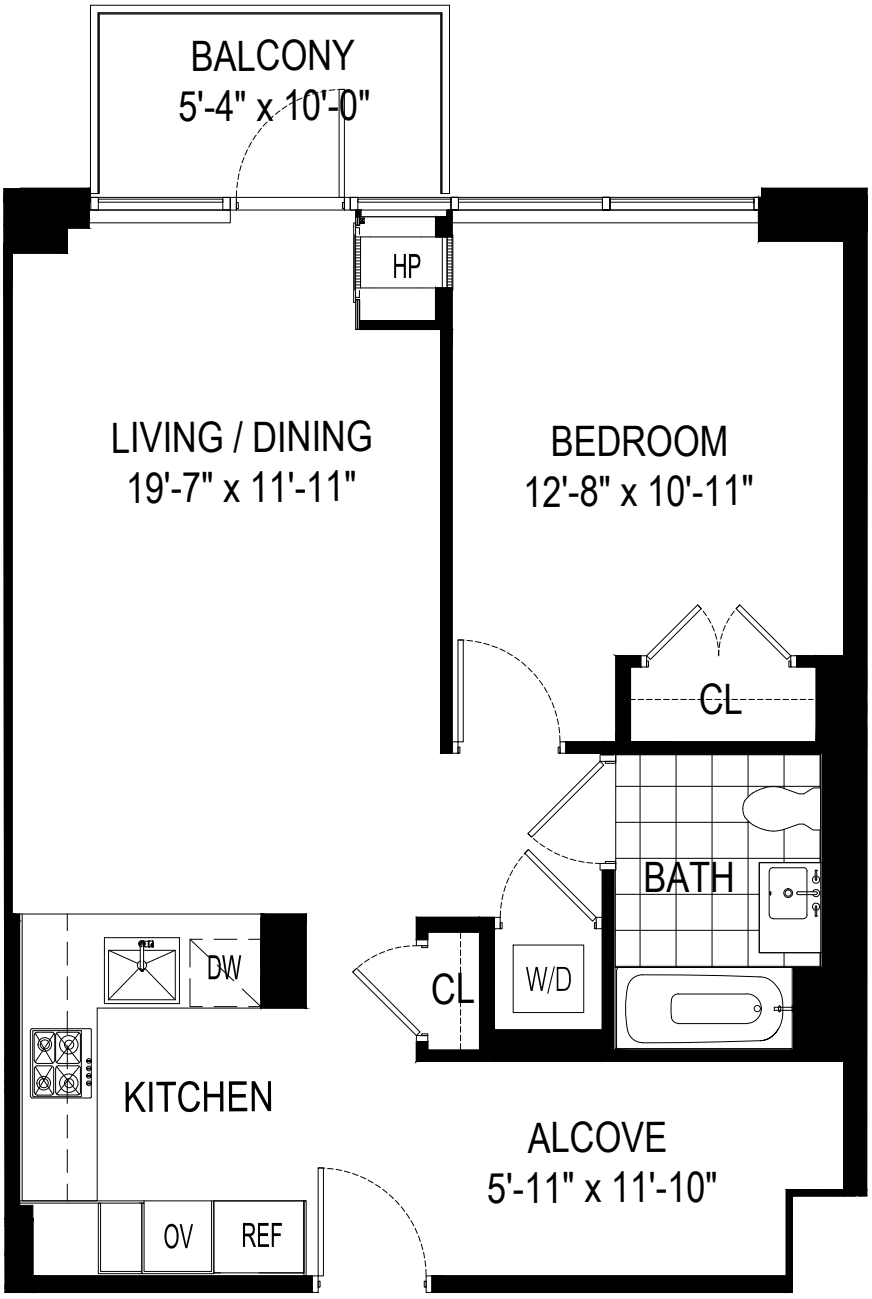


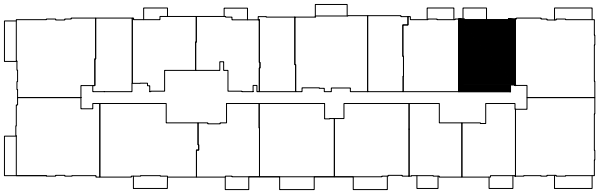
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5F - 8F
FLOORS: 5 - 8
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 726 SQ. FT. (67 SQ. M.)
BALCONY AREA: 53 SQ. FT. (5 SQ. M.)





NORTH

0 4 8

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5G - 8G
FLOORS: 5 - 8
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,080 SQ. FT. (100 SQ. M.)
BALCONY AREA: 84 SQ. FT. (8 SQ. M.)



NORTH

0 4 8

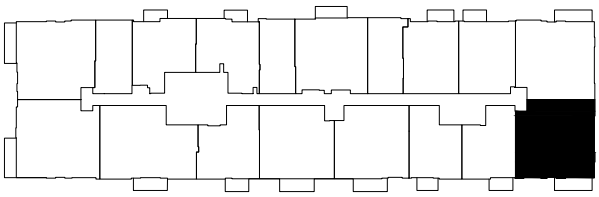
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

UNIT AREA: 1,076 SQ. FT. (100 SQ. M.)
BALCONY AREA: 84 SQ. FT. (8 SQ. M.)

APARTMENT UNIT 5H - PH H
FLOORS: 5 - PH
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM





NORTH

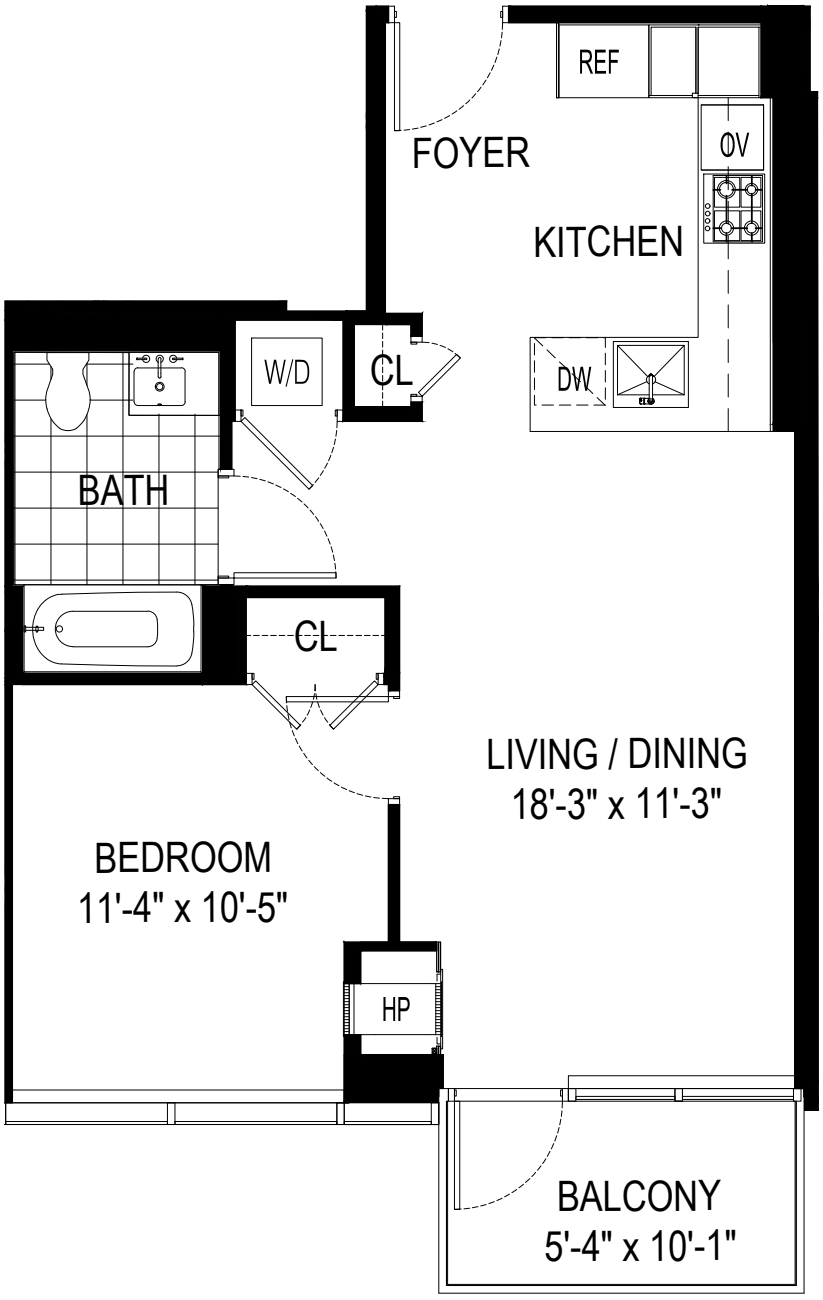
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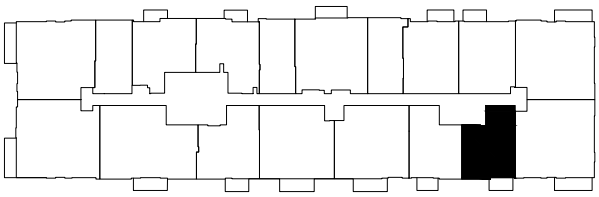
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5J - PH J
FLOORS: 5 - PH
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 613 SQ. FT. (57 SQ. M.)
BALCONY AREA: 54 SQ. FT. (5 SQ. M.)





NORTH

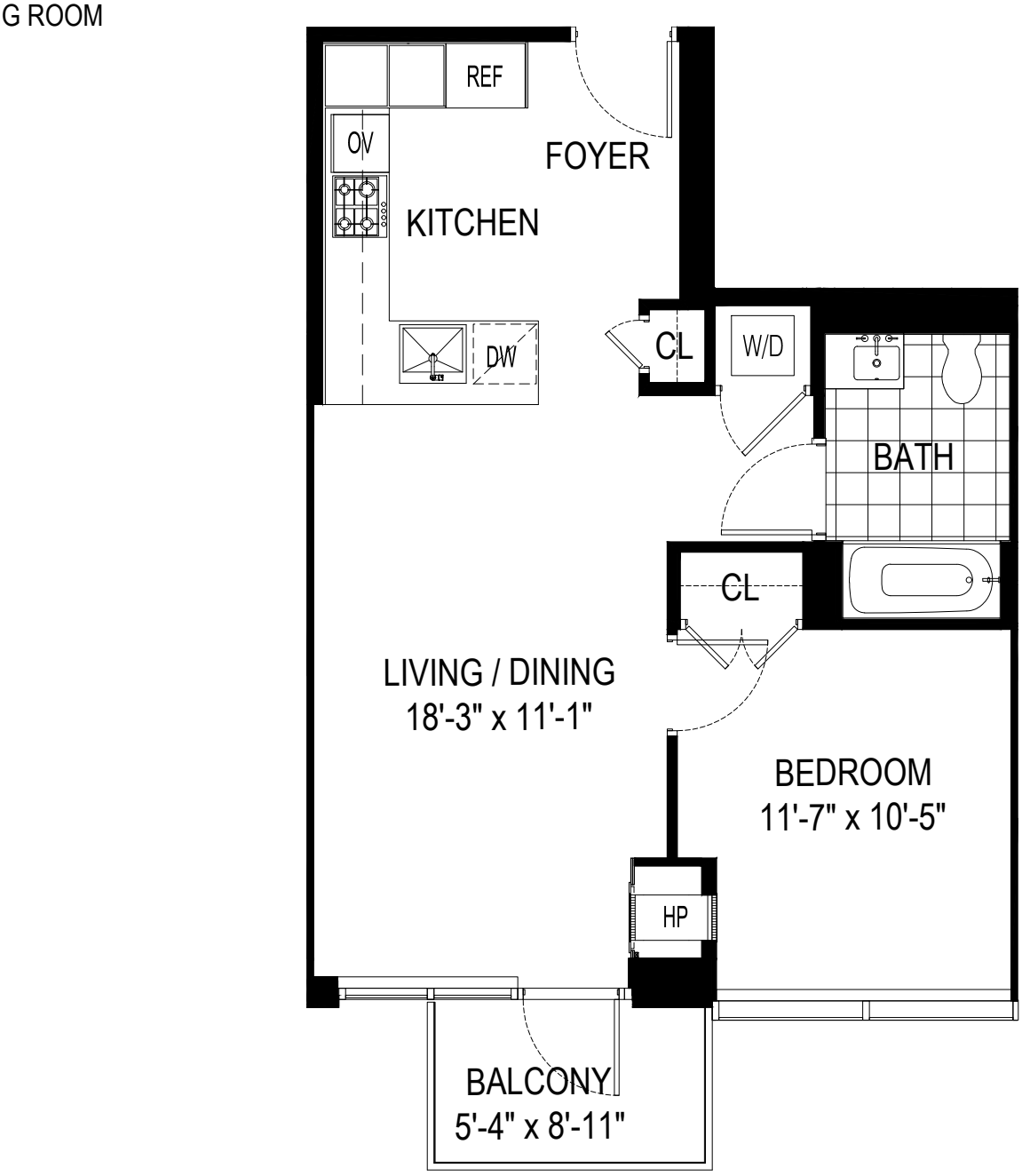
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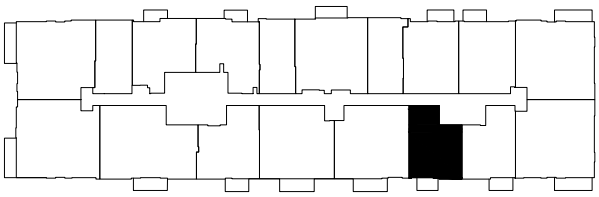
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5K - PH K
FLOORS: 5 - PH
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 607 SQ. FT. (56 SQ. M.)
BALCONY AREA: 47 SQ. FT. (4 SQ. M.)





NORTH

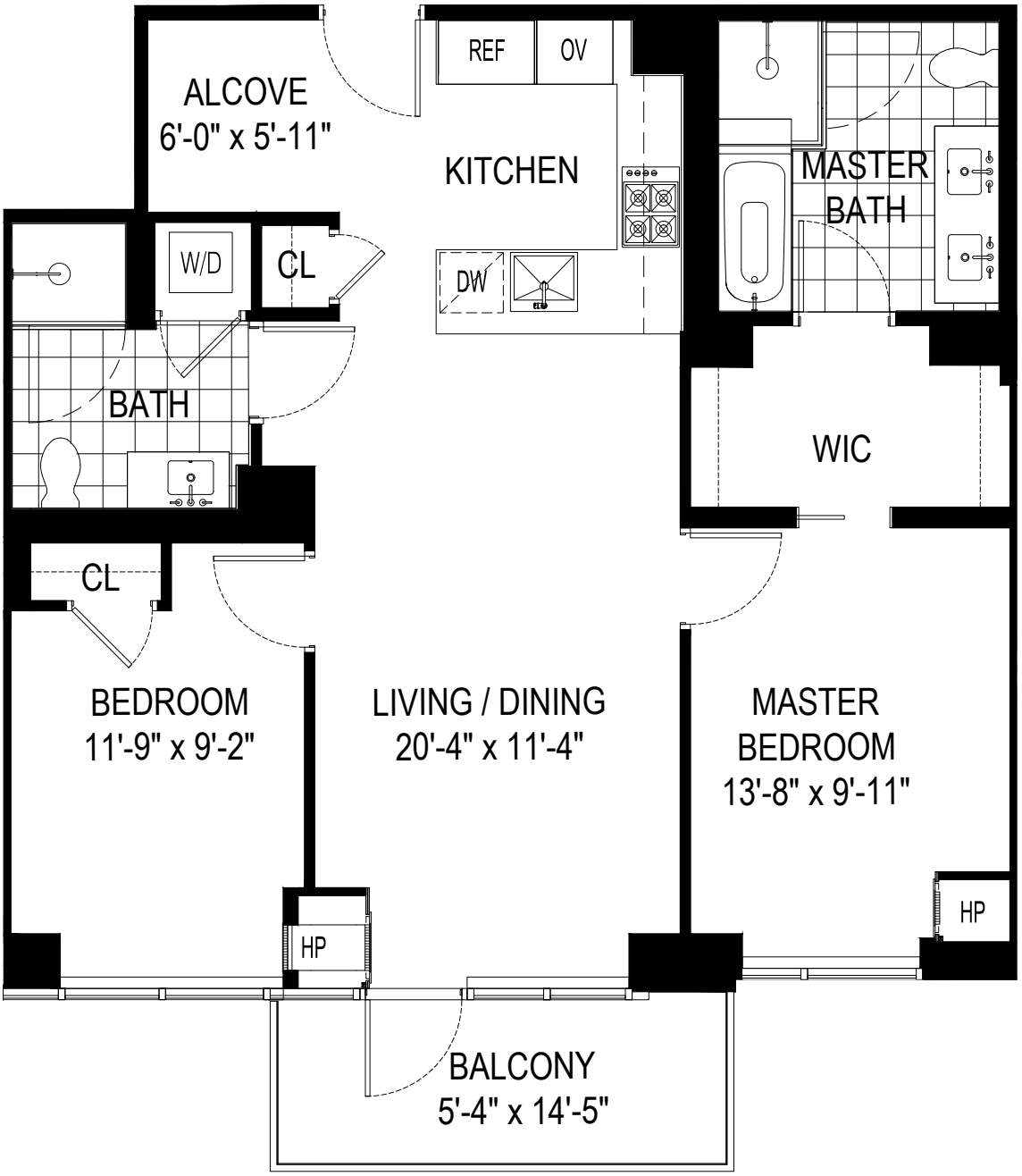
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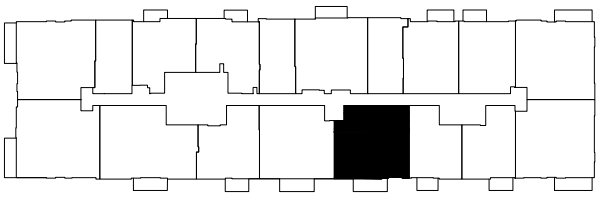
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5L - PH L
FLOORS: 5 - PH
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 944 SQ. FT. (88 SQ. M.)
BALCONY AREA: 78 SQ. FT. (7 SQ. M.)





NORTH

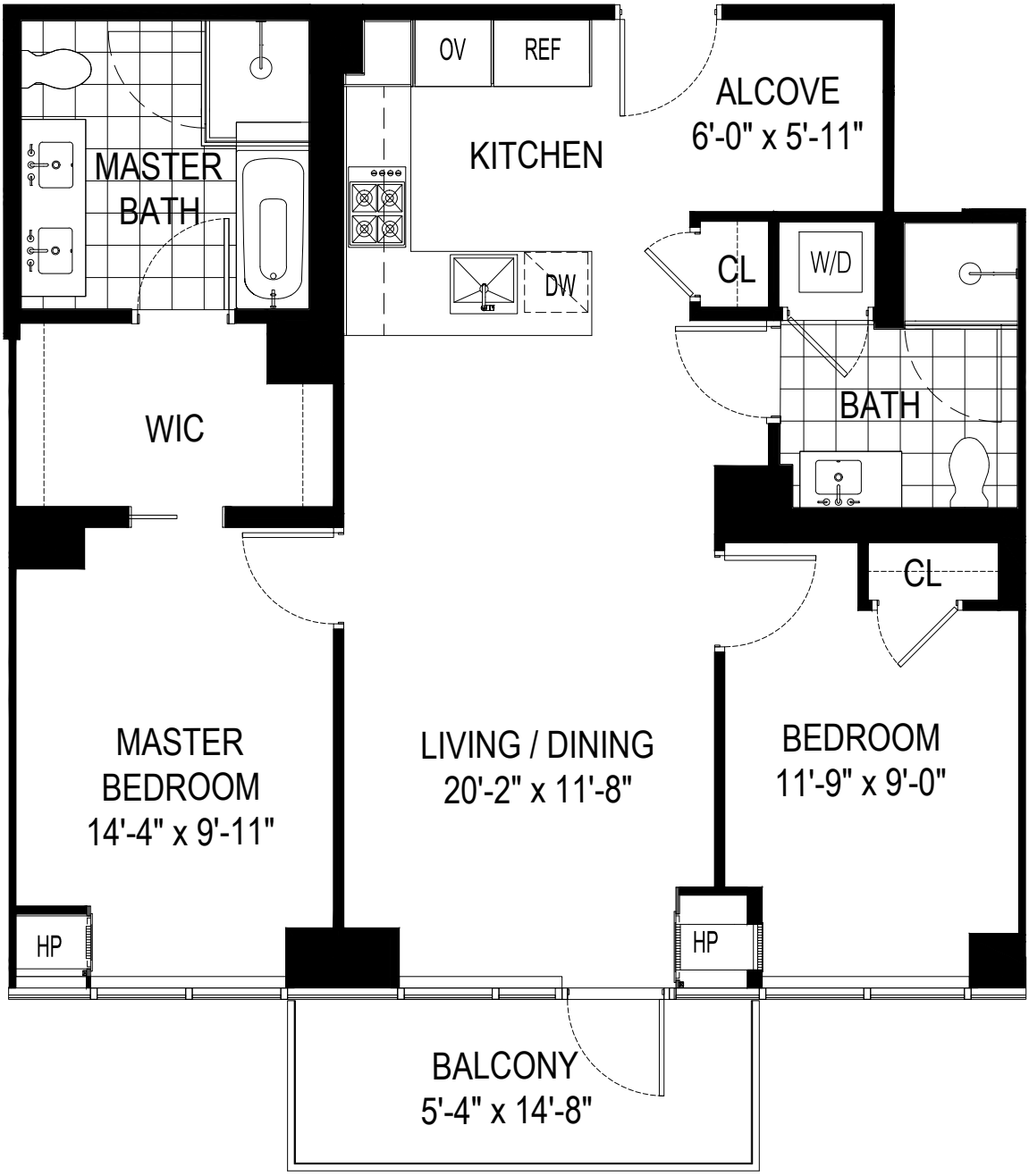
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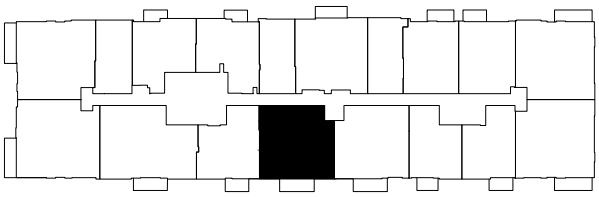
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5M - PH M
FLOORS: 5 - PH
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 953 SQ. FT. (89 SQ. M.)
BALCONY AREA: 78 SQ. FT. (7 SQ. M.)





39th AVENUE

NORTH

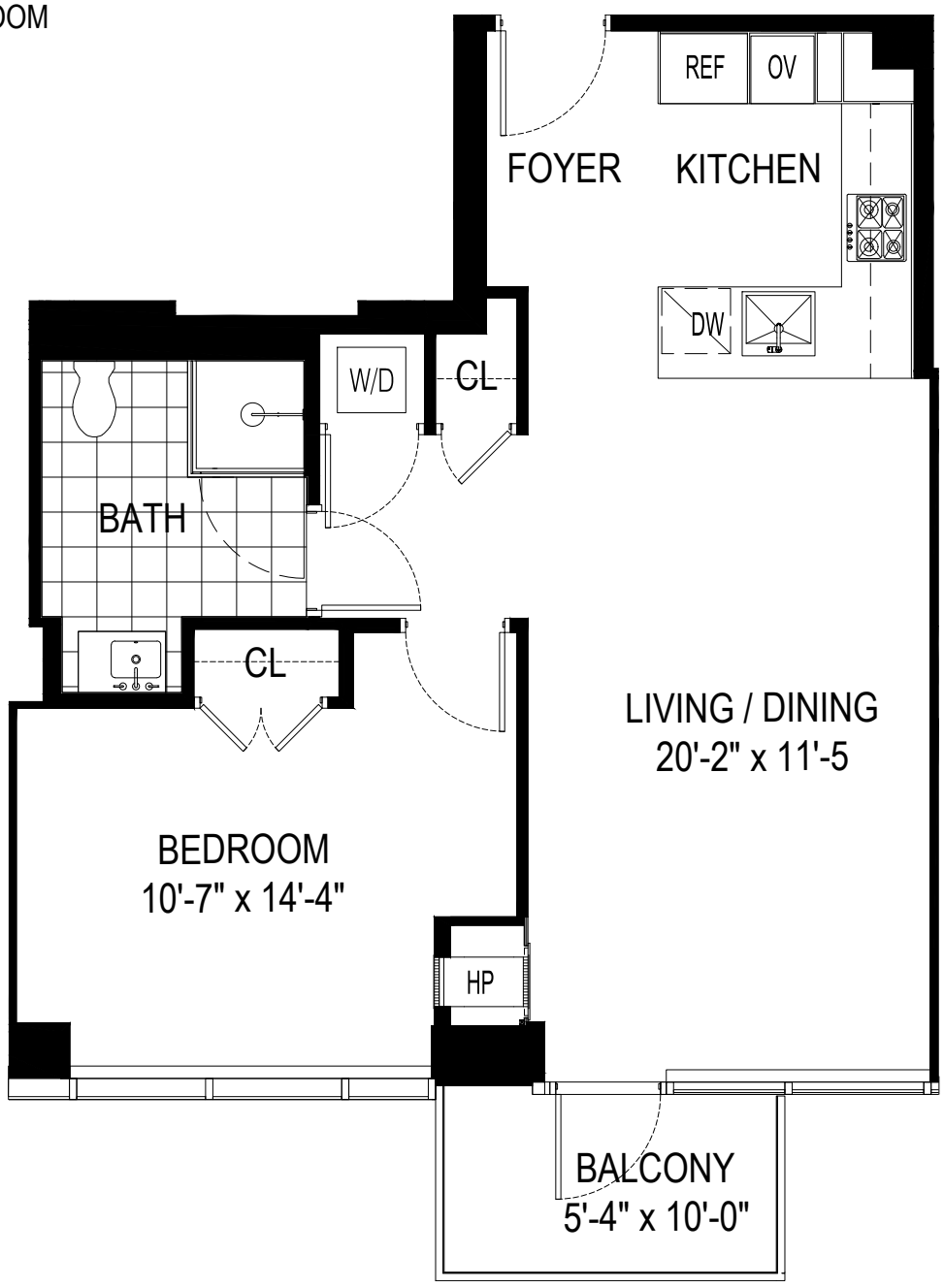
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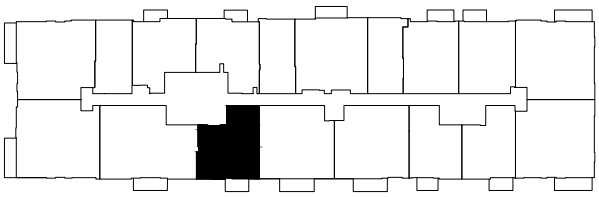
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5N - 8N
FLOORS: 5 - 8
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 708 SQ. FT. (66 SQ. M.)
BALCONY AREA: 54 SQ. FT. (5 SQ. M.)





NORTH

0 4 8

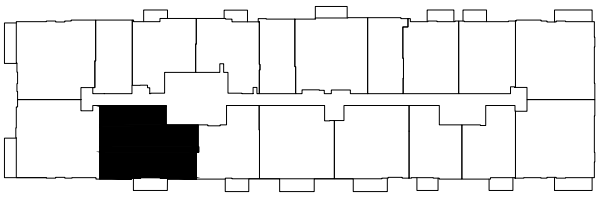
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5P - 8P
FLOORS: 5 - 8
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,164 SQ. FT. (108 SQ. M.)
BALCONY AREA: 75 SQ. FT. (7 SQ. M.)





39th AVENUE

NORTH

0 4 8

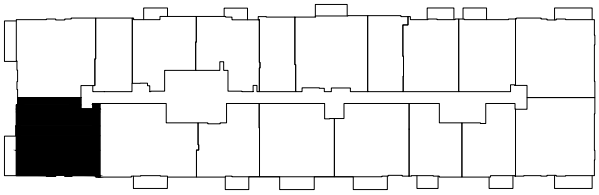
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5Q - 8Q
FLOORS: 5 - 8
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,129 SQ. FT. (105 SQ. M.)
BALCONY AREA: 89 SQ. FT. (8 SQ. M.)





39th AVENUE

NORTH

0 4 8

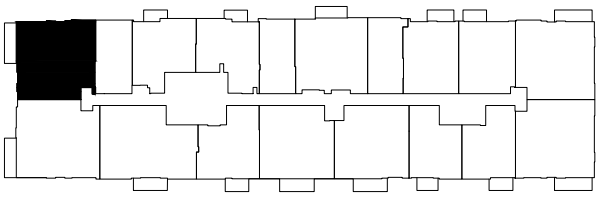
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5R - 8R
FLOORS: 5 - 8
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,096 SQ. FT. (102 SQ. M.)
BALCONY AREA: 92 SQ. FT. (9 SQ. M.)





NORTH

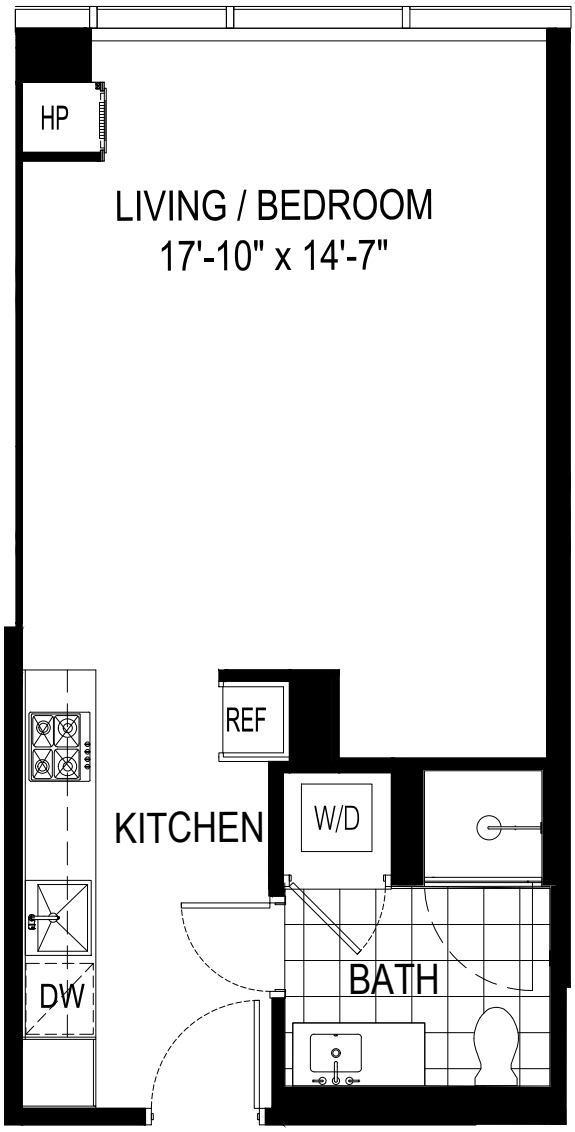
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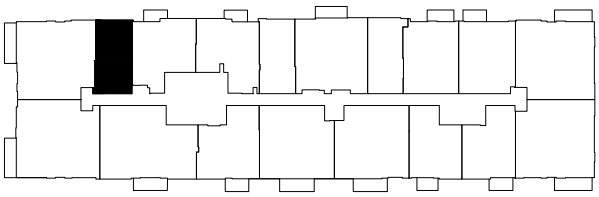
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5S - 8S
FLOORS: 5 - 8
STUDIO, 1 BATHROOM
LIVING/BEDROOM

UNIT AREA: 484 SQ. FT. (45 SQ. M.)





NORTH

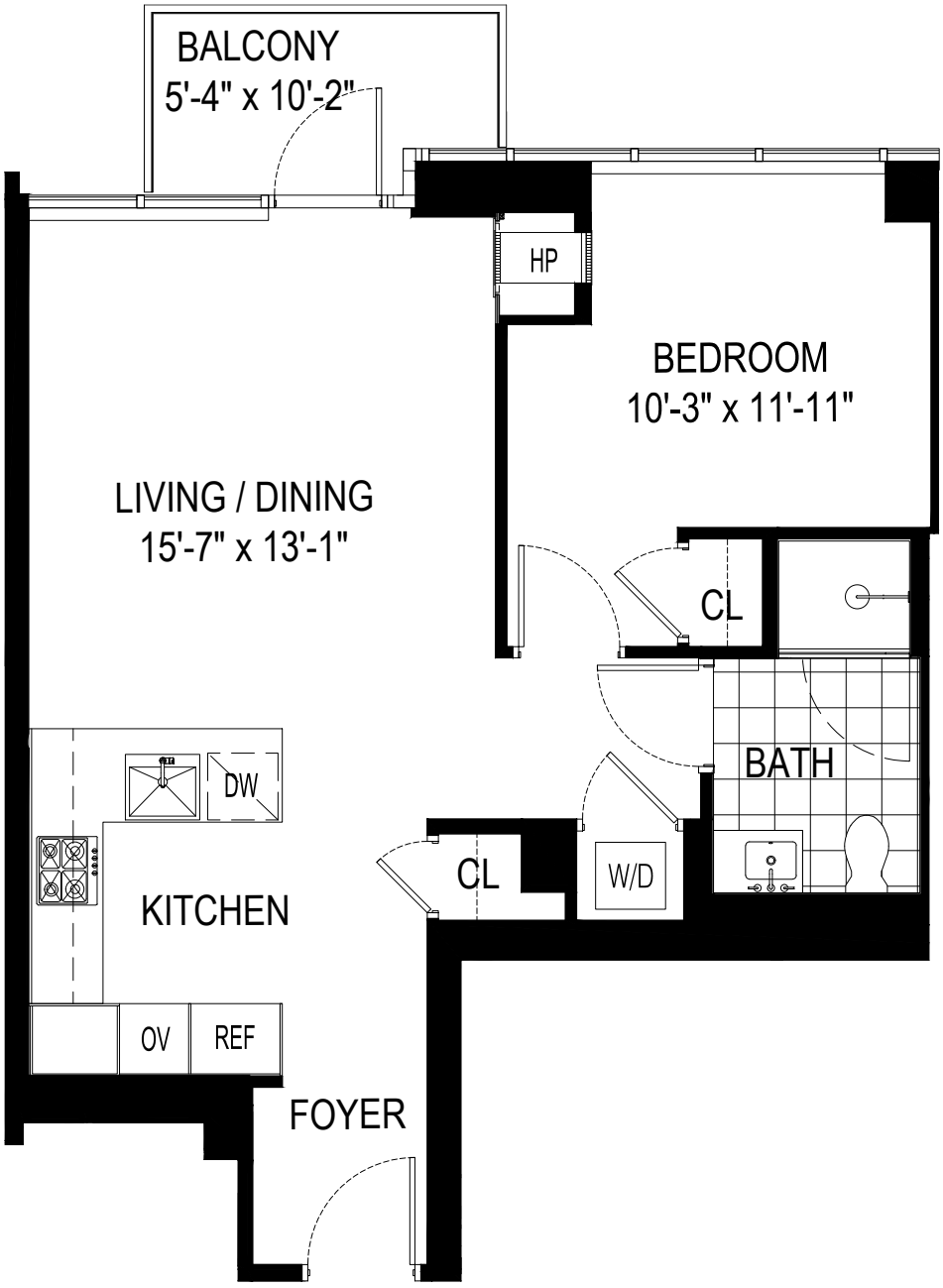
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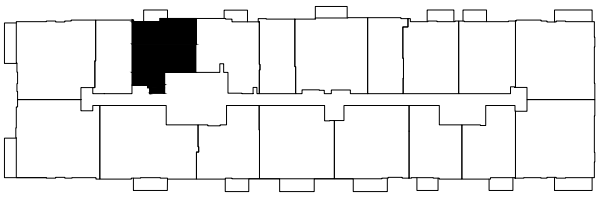
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 5T - 8T
FLOORS: 5 - 8
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 666 SQ. FT. (62 SQ. M.)
BALCONY AREA: 50 SQ. FT. (5 SQ. M.)





39th AVENUE

NORTH

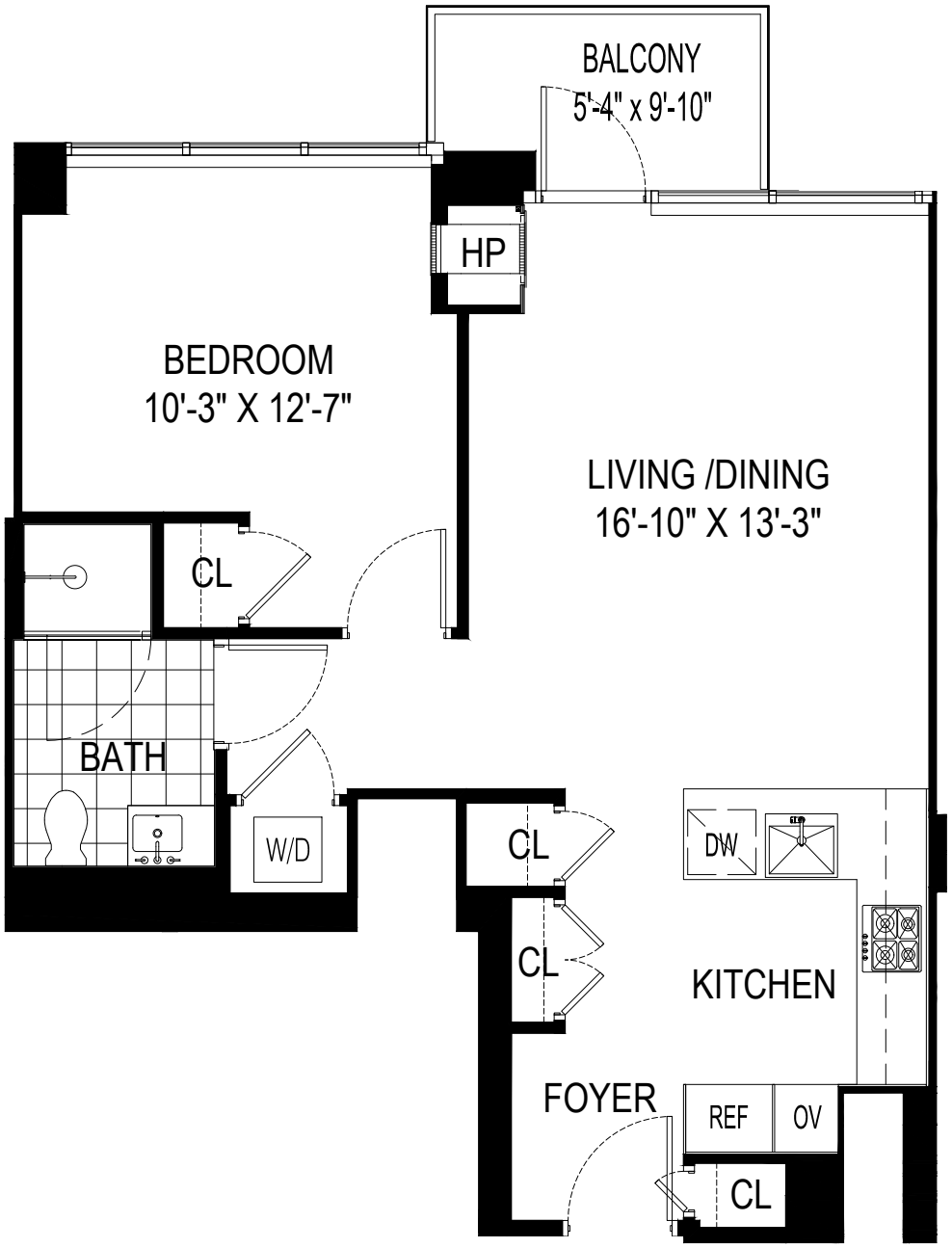
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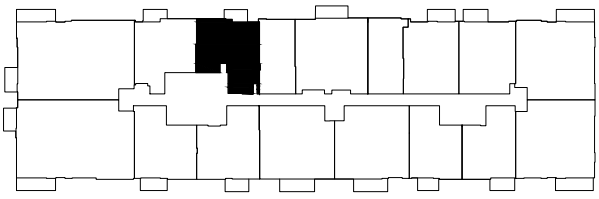
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 9A - PH A
FLOORS: 9 - PH
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 692 SQ. FT. (64 SQ. M.)
BALCONY AREA: 49 SQ. FT. (5 SQ. M.)





NORTH

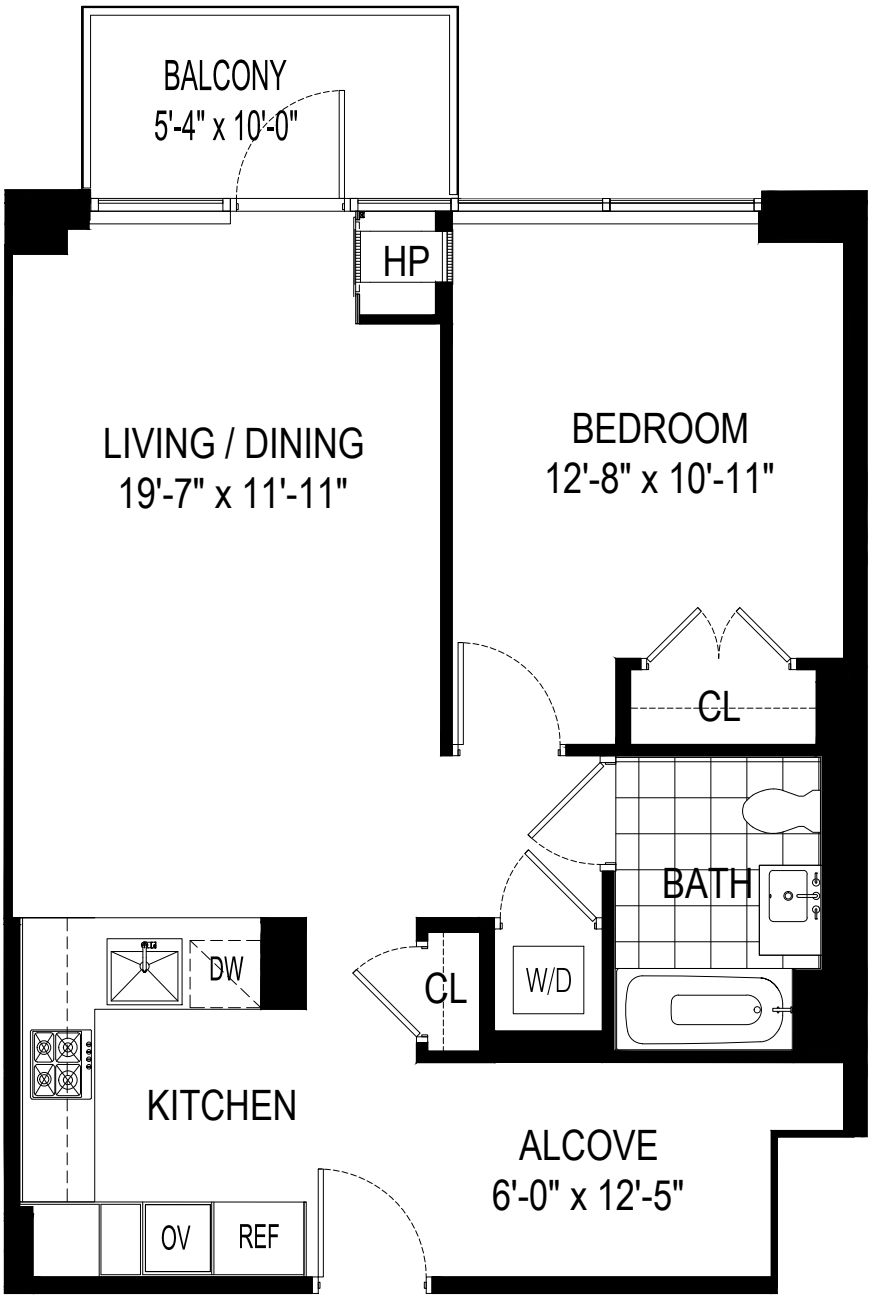
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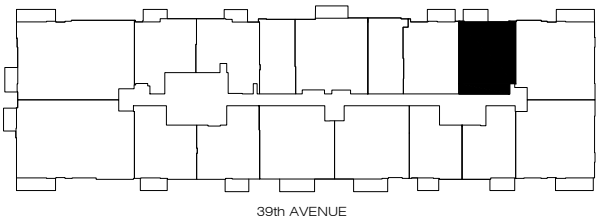
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 9F - PH F
FLOORS: 9 - PH
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 721 SQ. FT. (67 SQ. M.)
BALCONY AREA: 53 SQ. FT. (5 SQ. M.)





NORTH

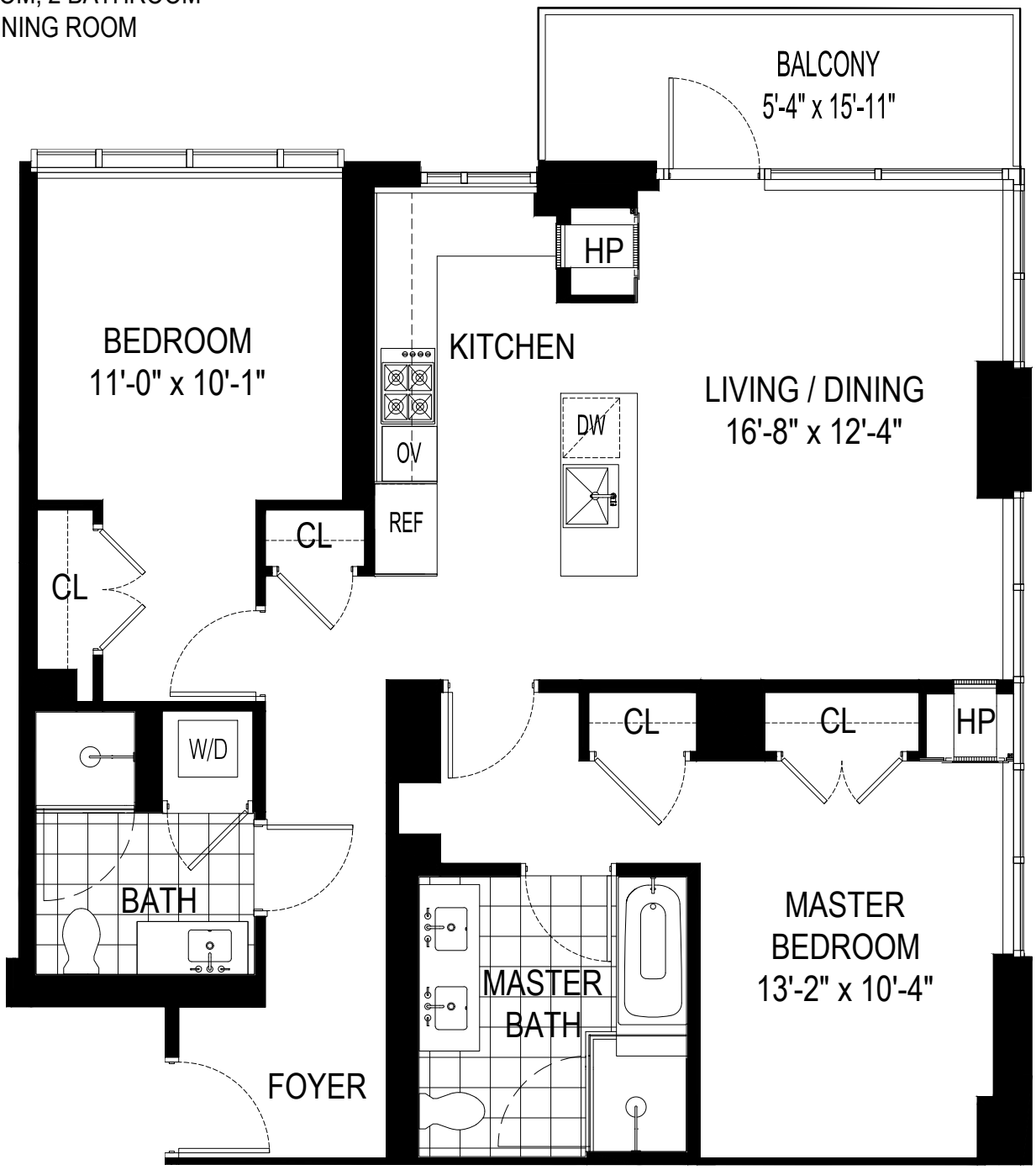
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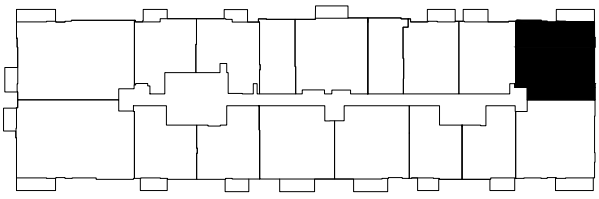
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 9G - PH G
FLOORS: 9 - PH
2 BEDROOM, 2 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 1,081 SQ. FT. (100 SQ. M.)
BALCONY AREA: 84 SQ. FT. (8 SQ. M.)





NORTH

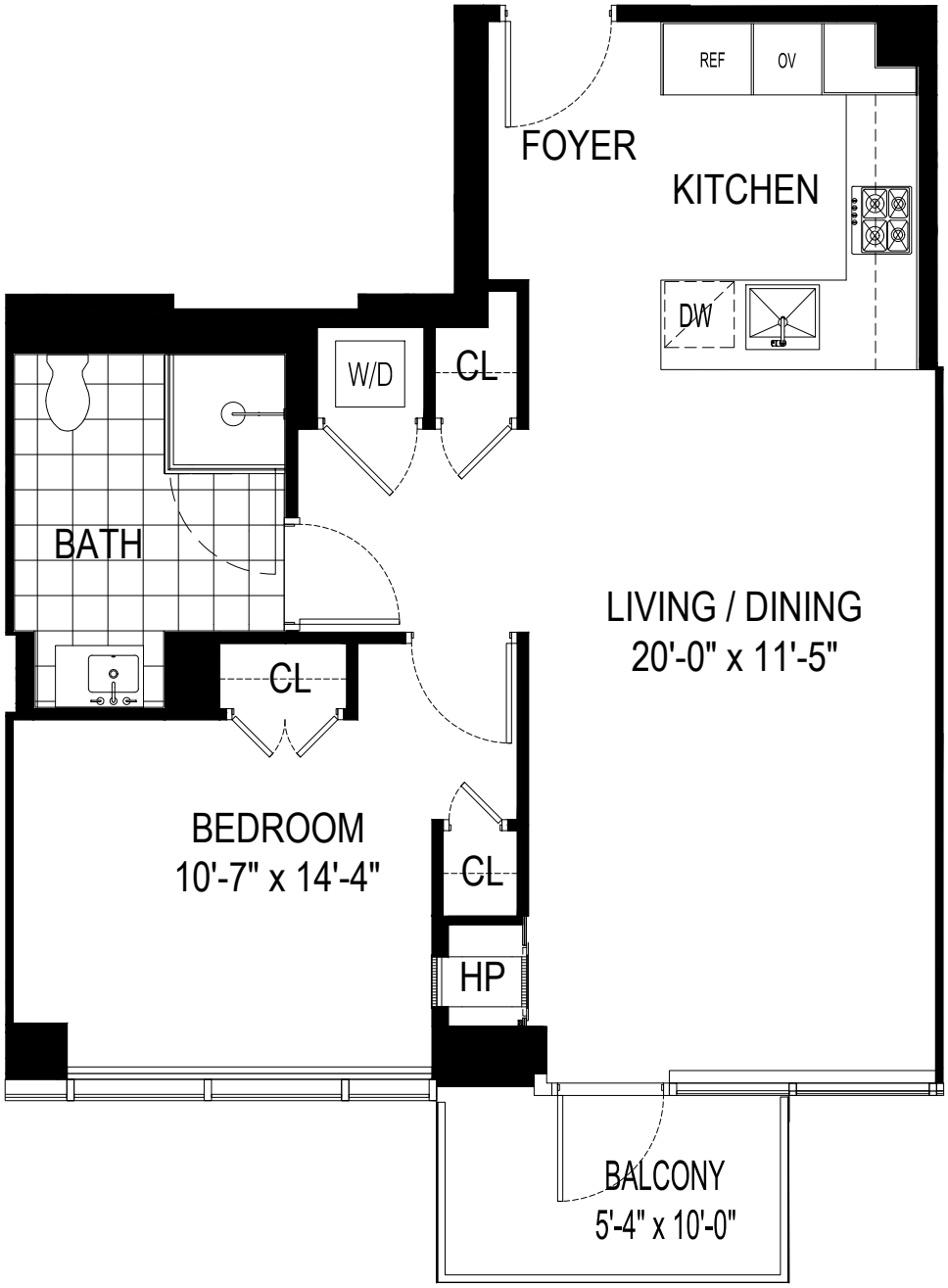
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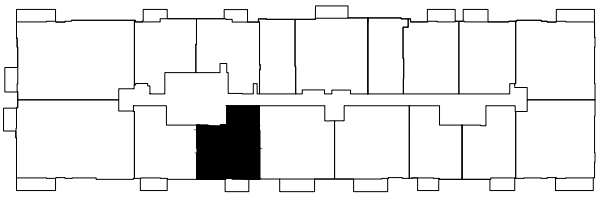
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 9N - PH N
FLOORS: 9 - PH
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 716 SQ. FT. (66 SQ. M.)
BALCONY AREA: 54 SQ. FT. (5 SQ. M.)





NORTH

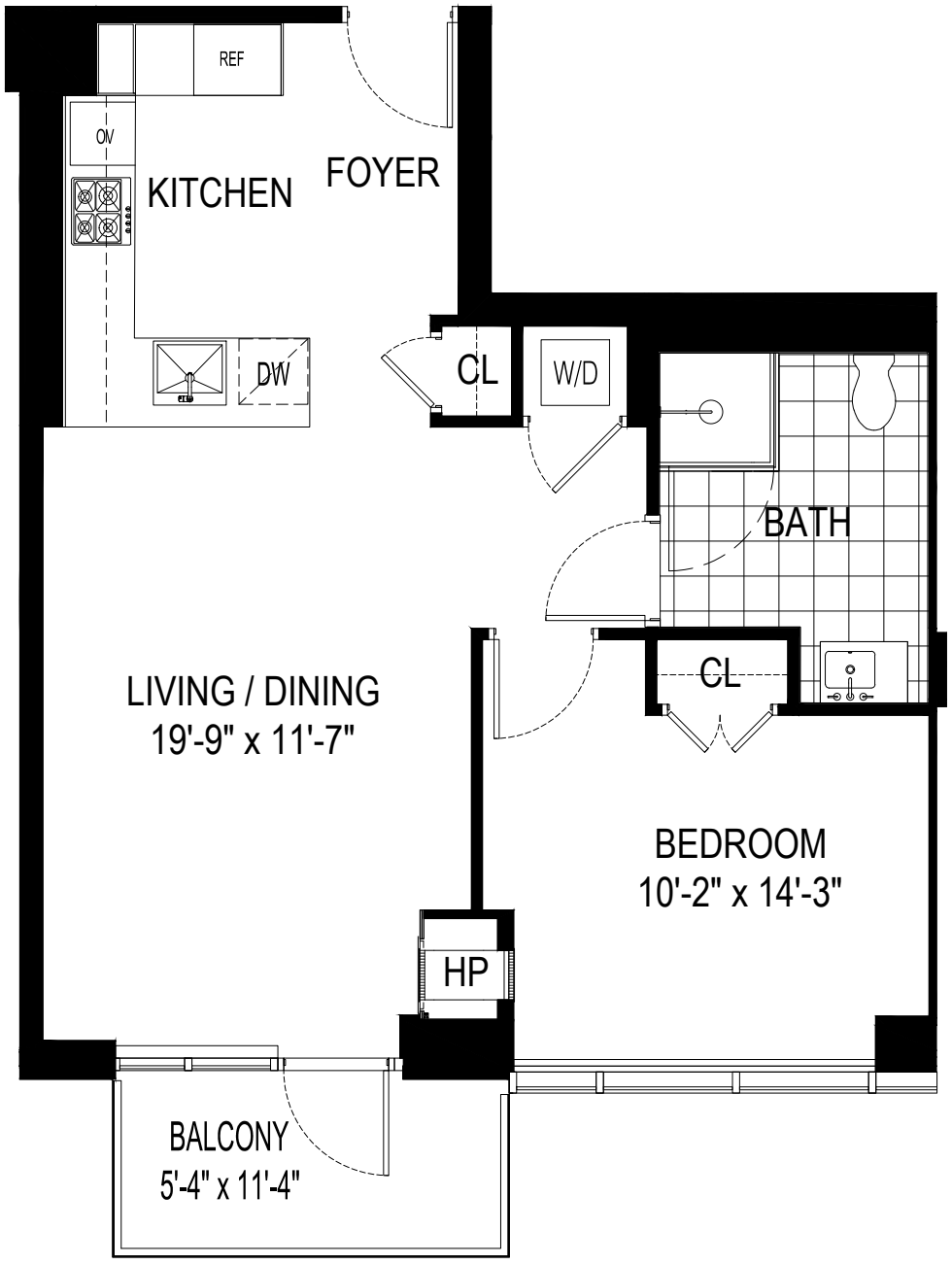
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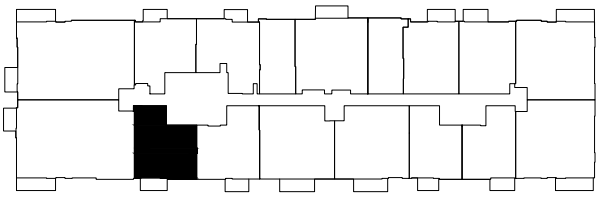
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

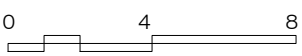
APARTMENT UNIT 9P - PH P
FLOORS: 9 - PH
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 705 SQ. FT. (66 SQ. M.)
BALCONY AREA: 60 SQ. FT. (6 SQ. M.)







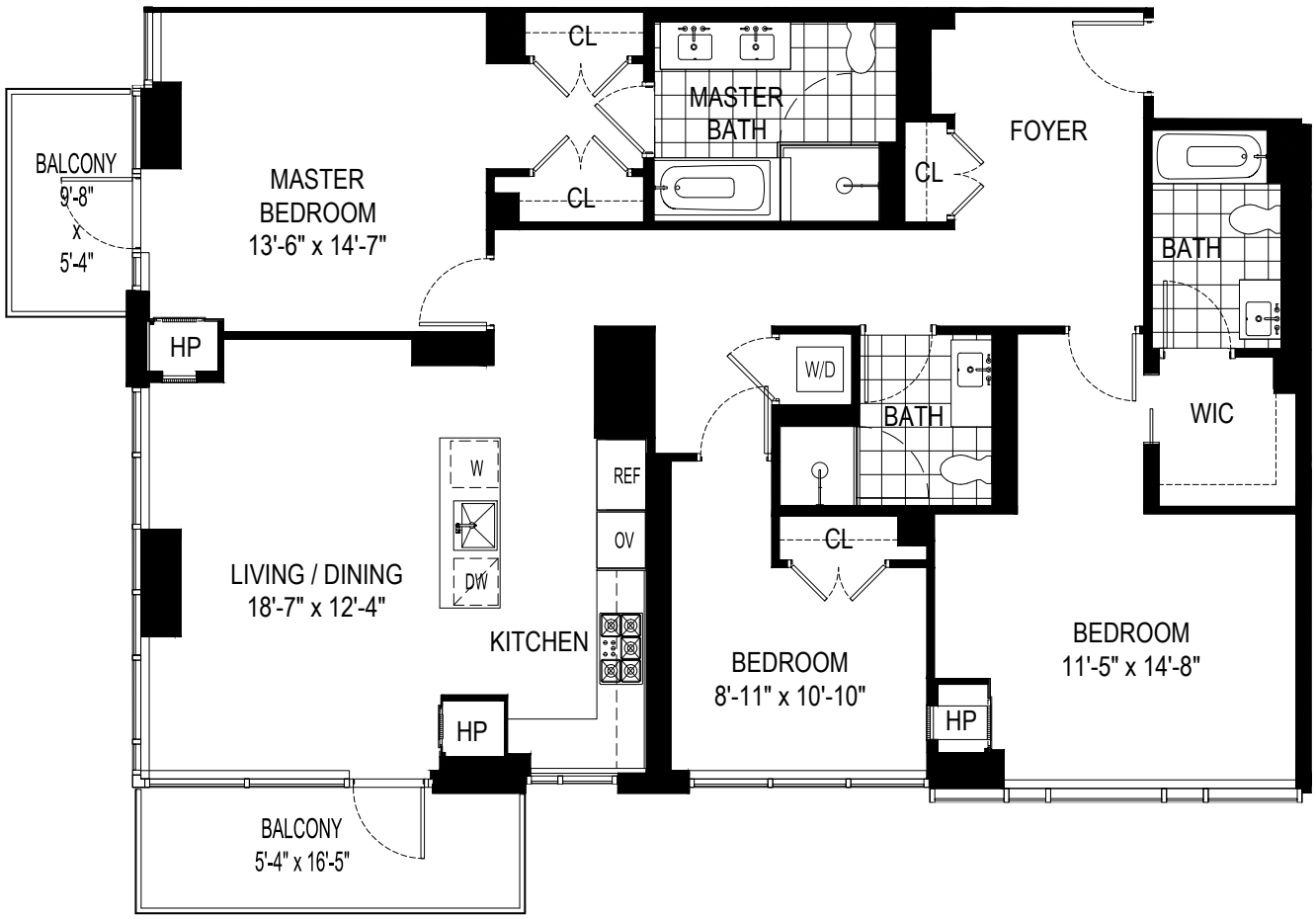


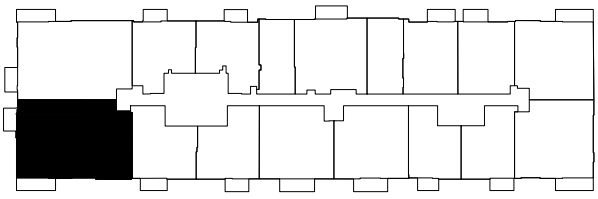
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 9Q - PH Q
FLOORS: 9 - PH
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,617 SQ. FT. (150 SQ. M.)
BALCONY AREA: 138 SQ. FT. (13 SQ. M.)





NORTH

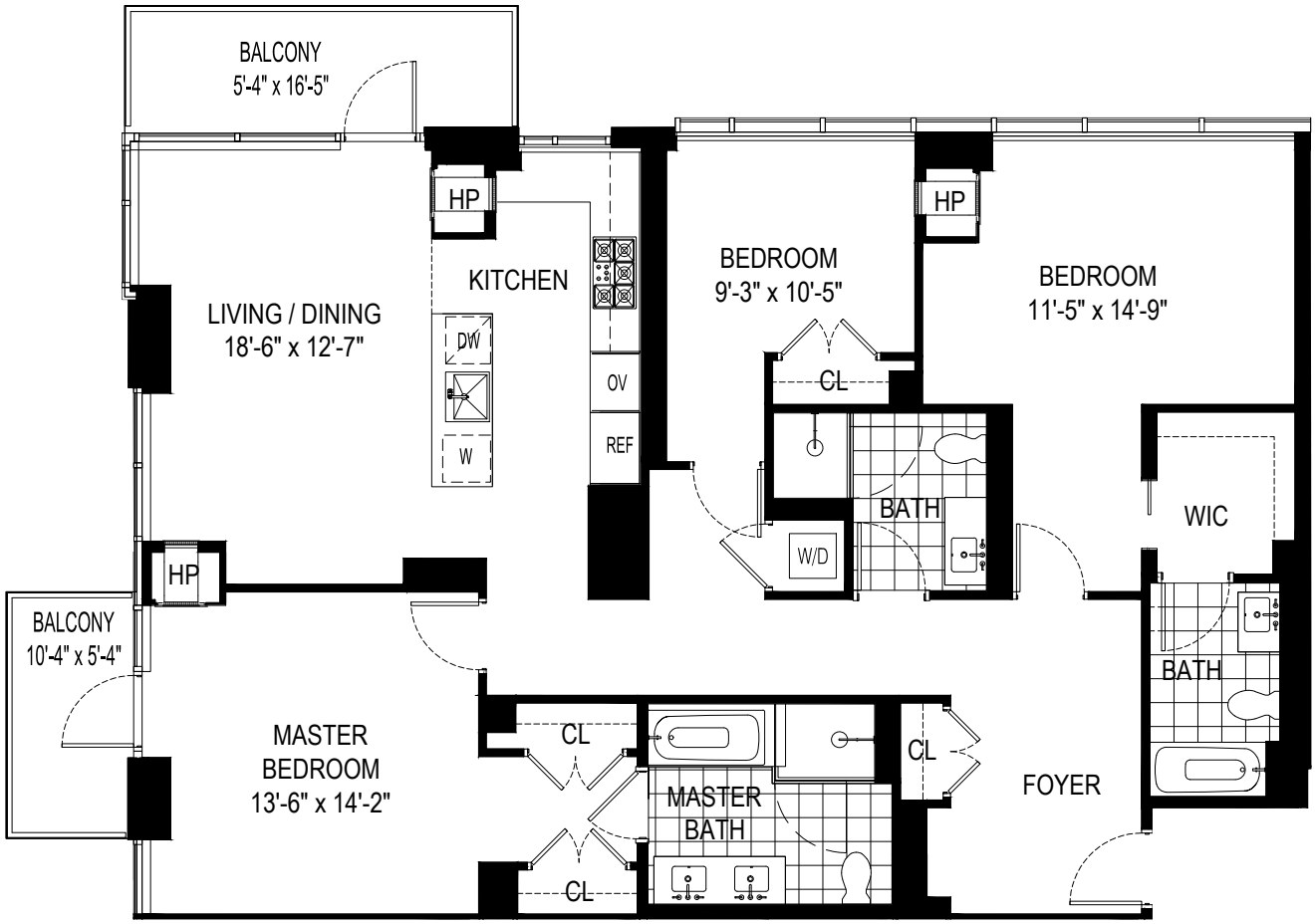
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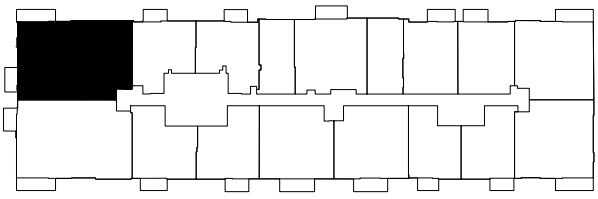
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 9R - PH R
FLOORS: 9 - PH
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,614 SQ. FT. (150 SQ. M.)
BALCONY AREA: 141 SQ. FT. (13 SQ. M.)





NORTH

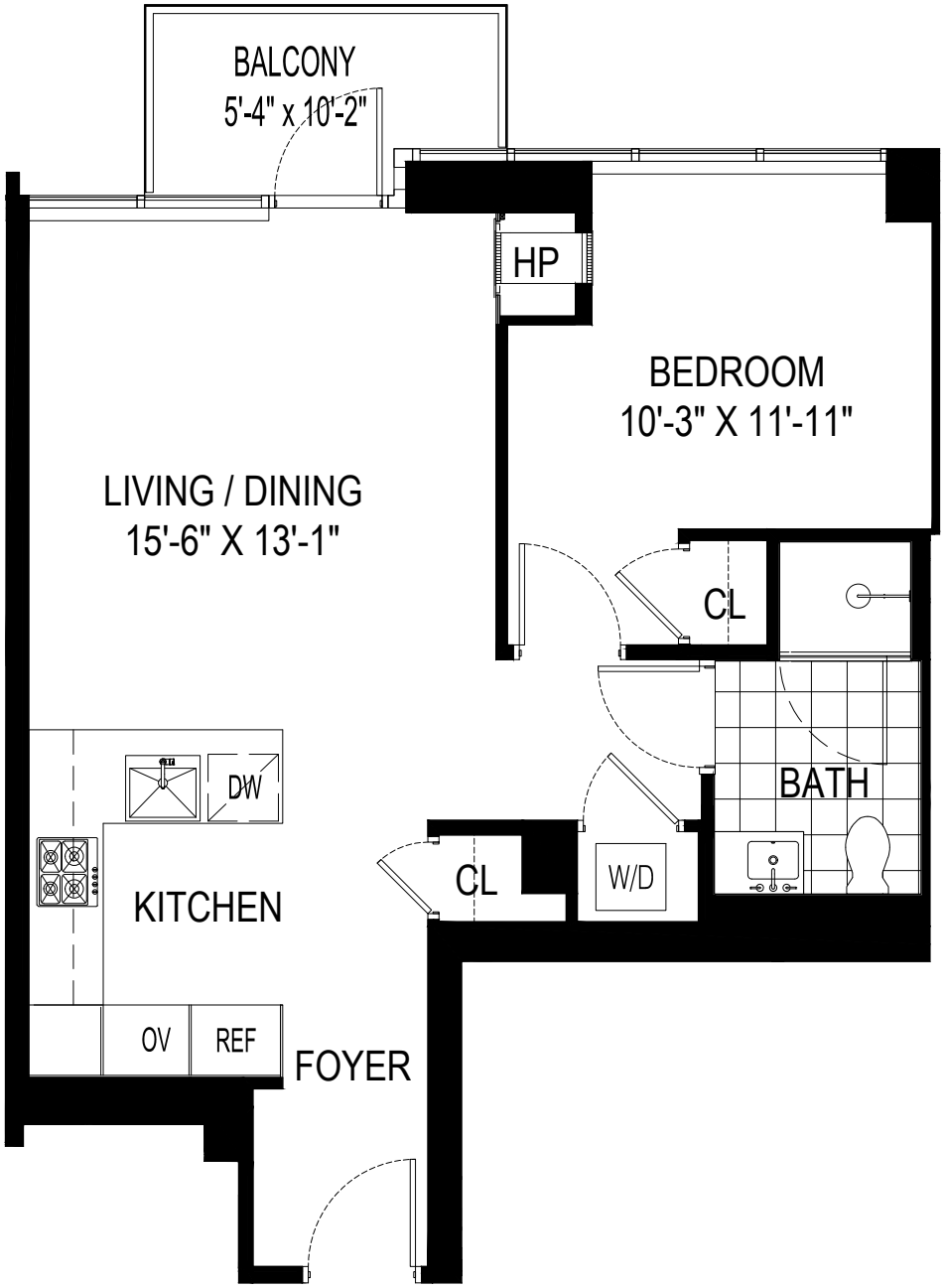
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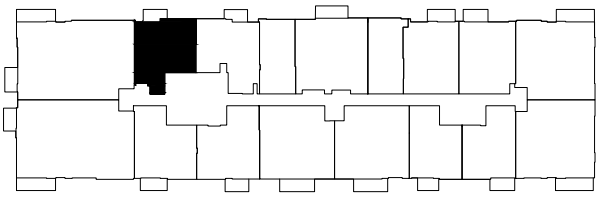
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT 9S - PH S
FLOORS: 9 - PH
1 BEDROOM, 1 BATHROOM
LIVING/DINING ROOM

UNIT AREA: 666 SQ. FT. (62 SQ. M.)
BALCONY AREA: 50 SQ. FT. (5 SQ. M.)





NORTH

0 4 8

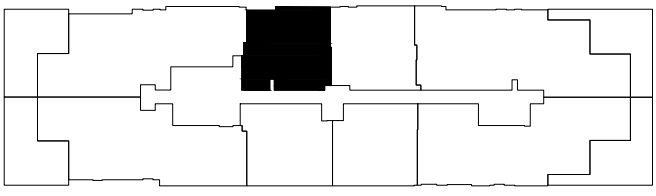
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

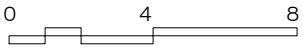
APARTMENT UNIT PH1 A
FLOORS: PH1
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 999 SQ. FT. (93 SQ. M.)







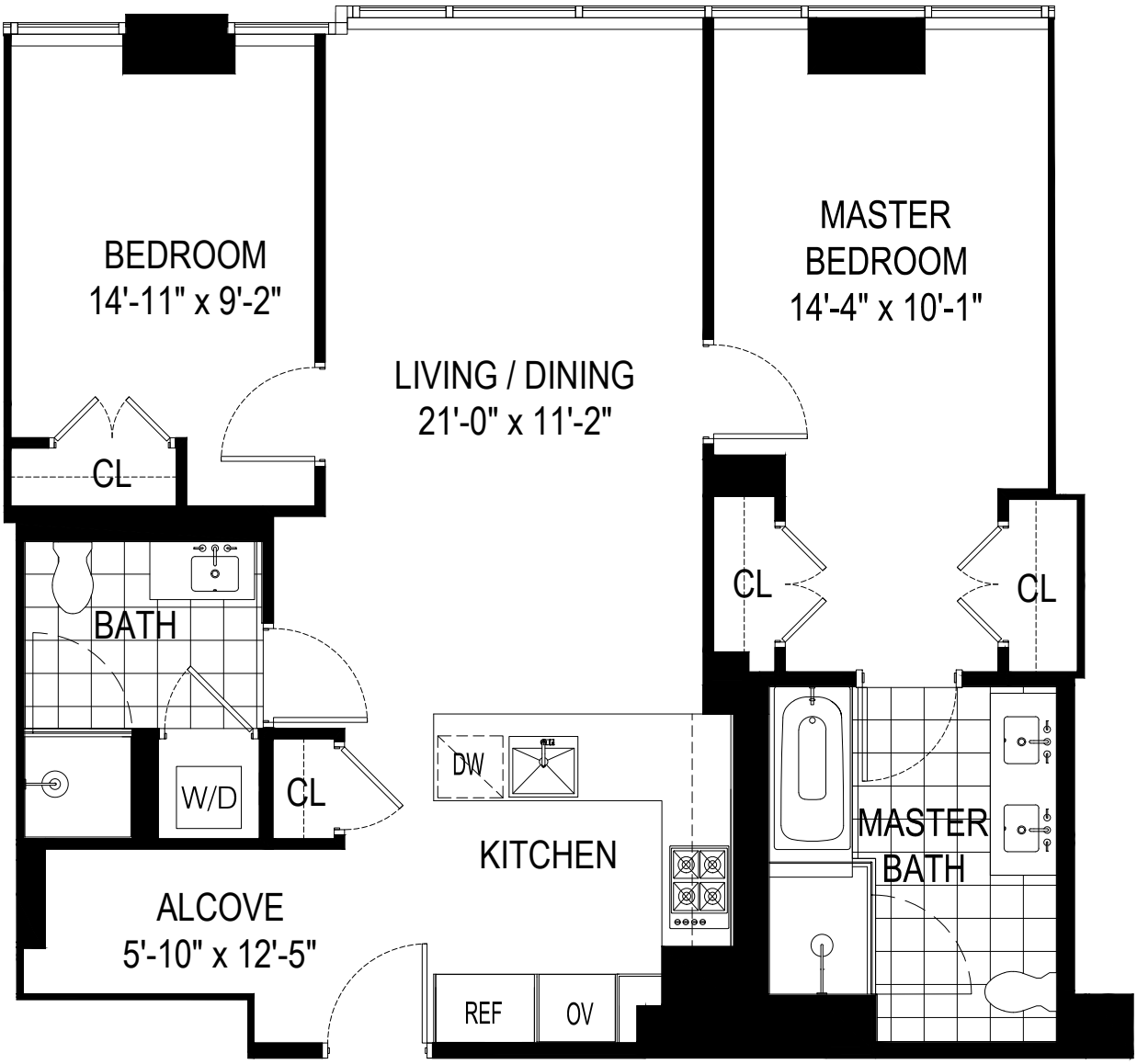


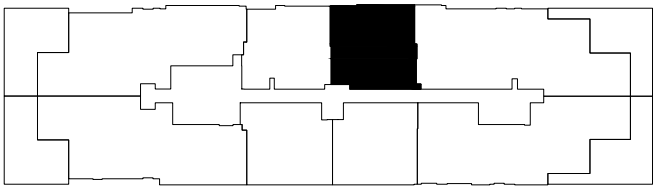
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT PH1 B
FLOORS: PH1
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,004 SQ. FT. (93 SQ. M.)





NORTH

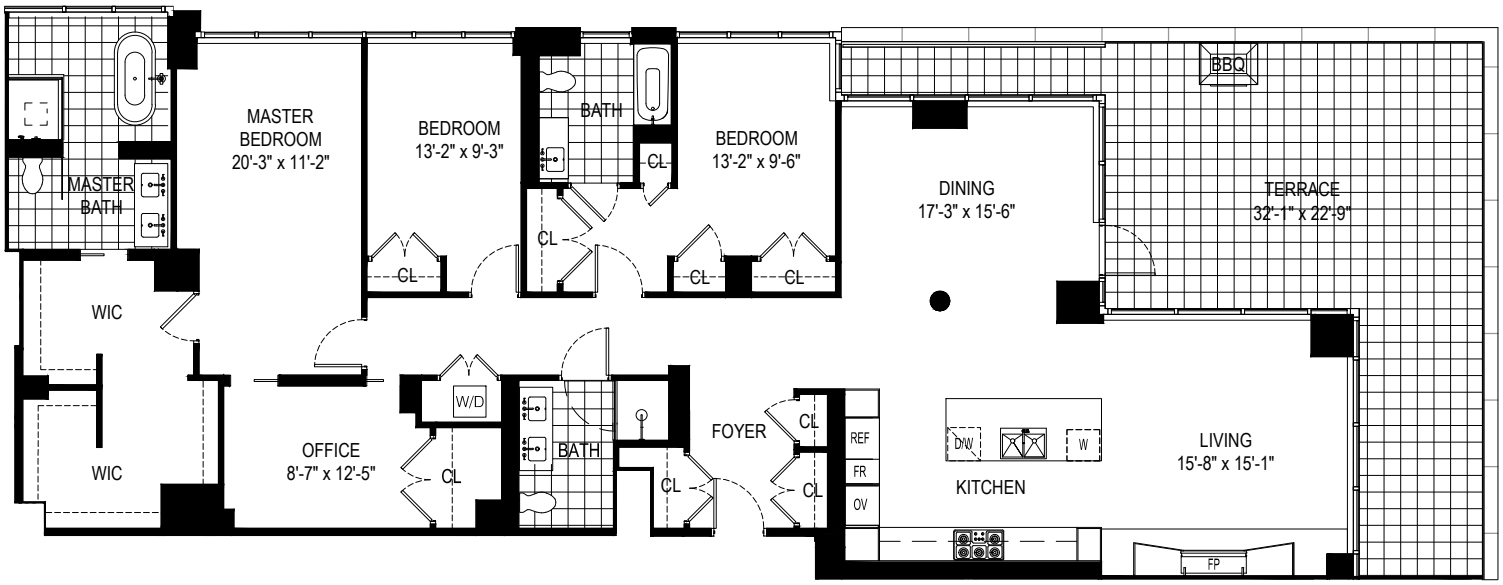
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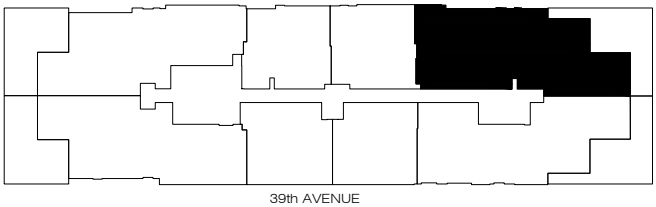
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT PH1 C
FLOORS: PH1
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 2,232 SQ. FT. (207 SQ. M.)
TERRACE: 598 SQ. FT. (56 SQ. M.)





NORTH

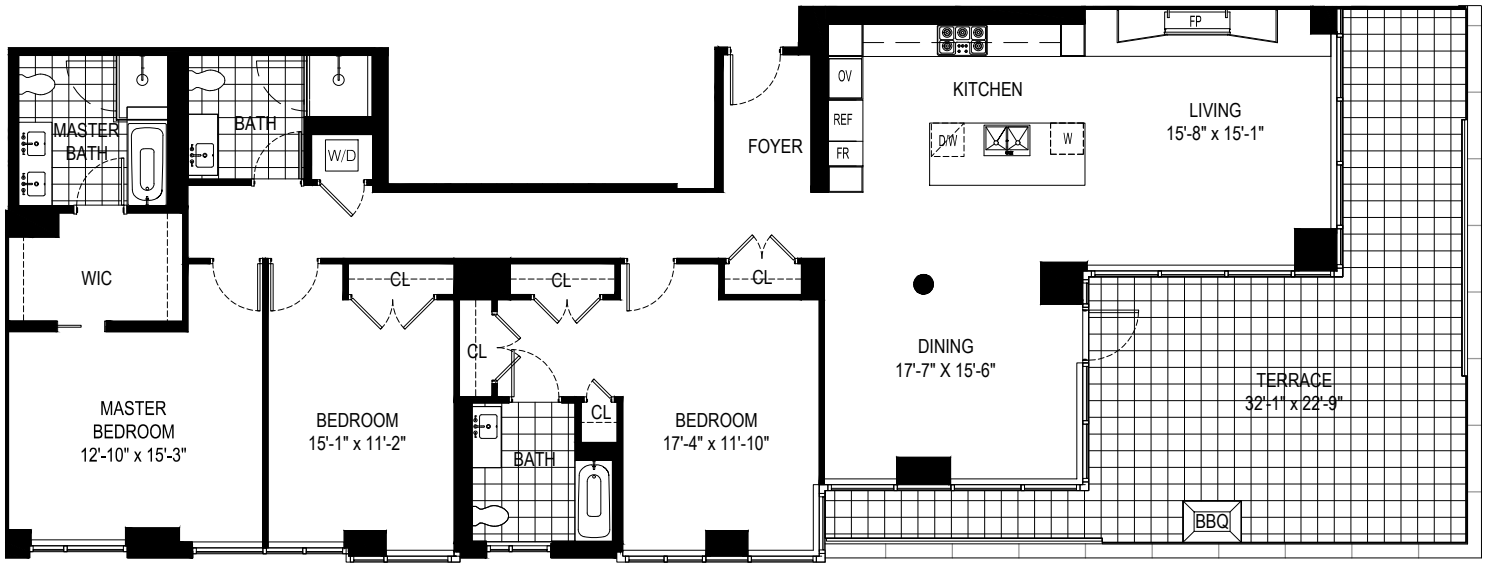
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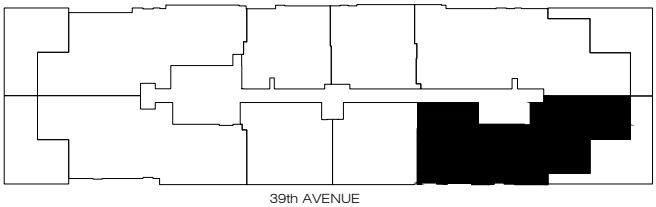
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT PH1 D
FLOORS: PH1
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 2,061 SQ. FT. (191 SQ. M.)
TERRACE: 598 SQ. FT. (56 SQ. M.)





NORTH

0 8 16

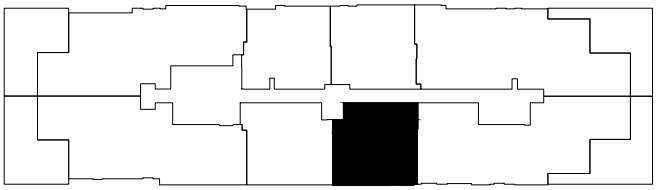
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

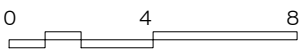
APARTMENT UNIT PH1 E
FLOORS: PH1
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 963 SQ. FT. (90 SQ. M.)









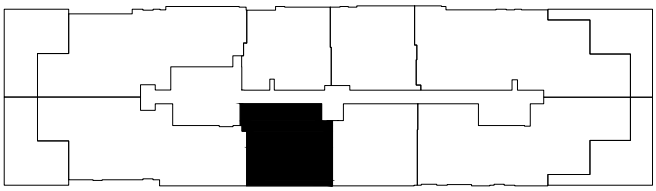
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

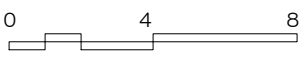
APARTMENT UNIT PH1 F
FLOORS: PH1
2 BEDROOMS, 2 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 997 SQ. FT. (93 SQ. M.)







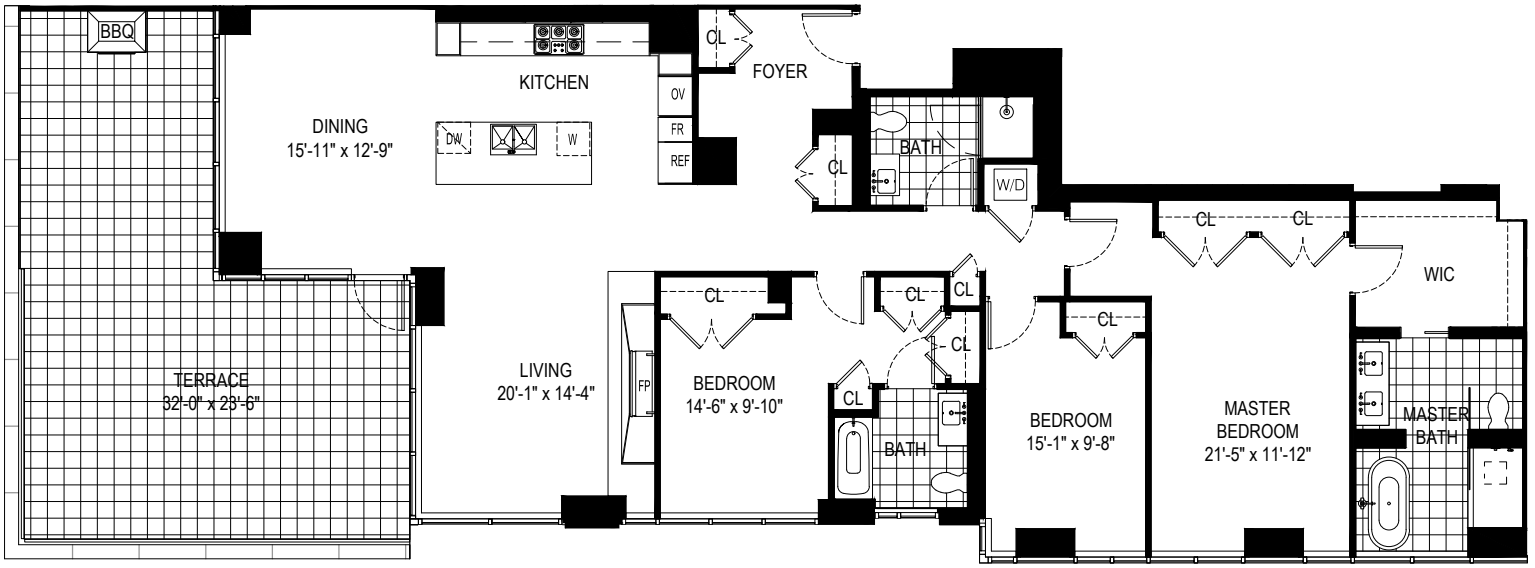


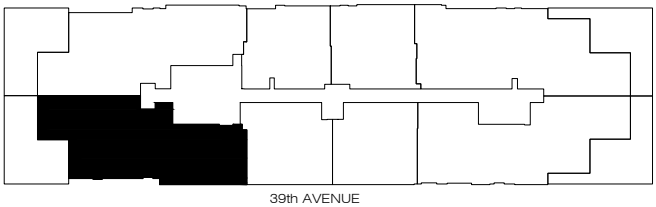
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT PH1 G
FLOORS: PH1
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 2,013 SQ. FT. (187 SQ. M.)
TERRACE: 614 SQ. FT. (57 SQ. M.)





NORTH

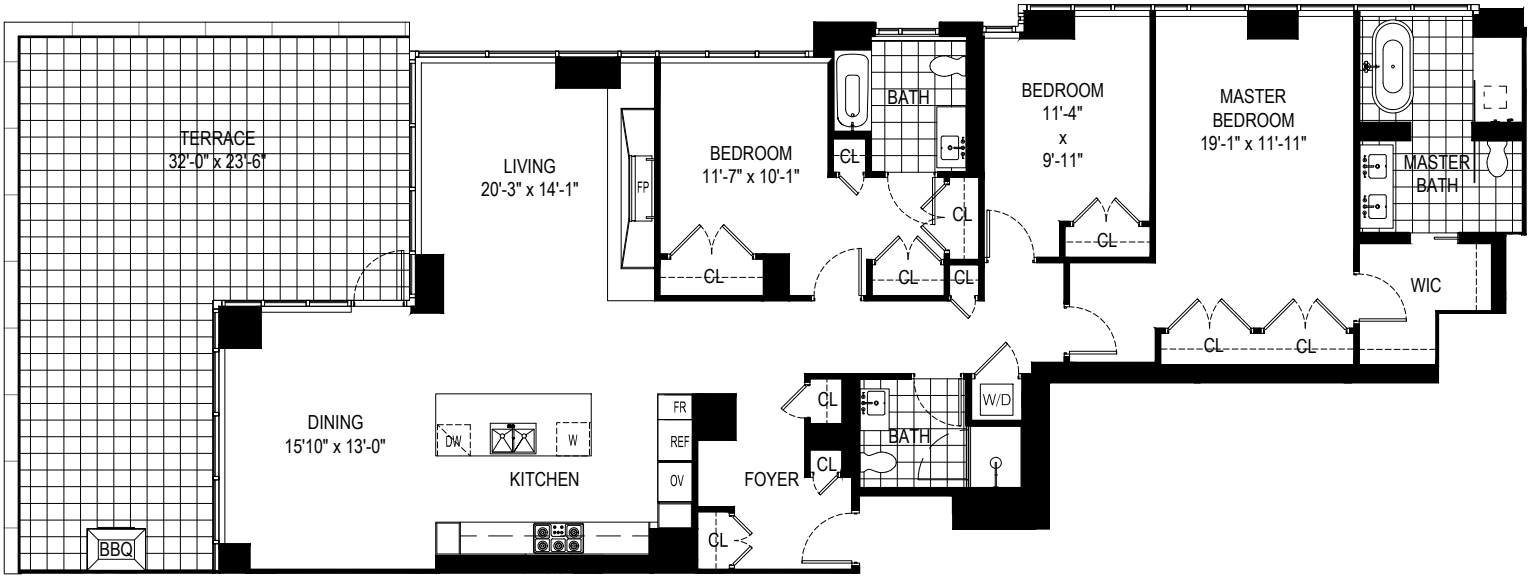
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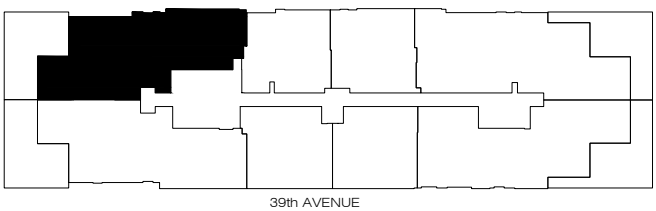
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT PH1 H
FLOORS: PH1
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 2,006 SQ. FT. (186 SQ. M.)
TERRACE: 612 SQ. FT. (57 SQ. M.)





NORTH

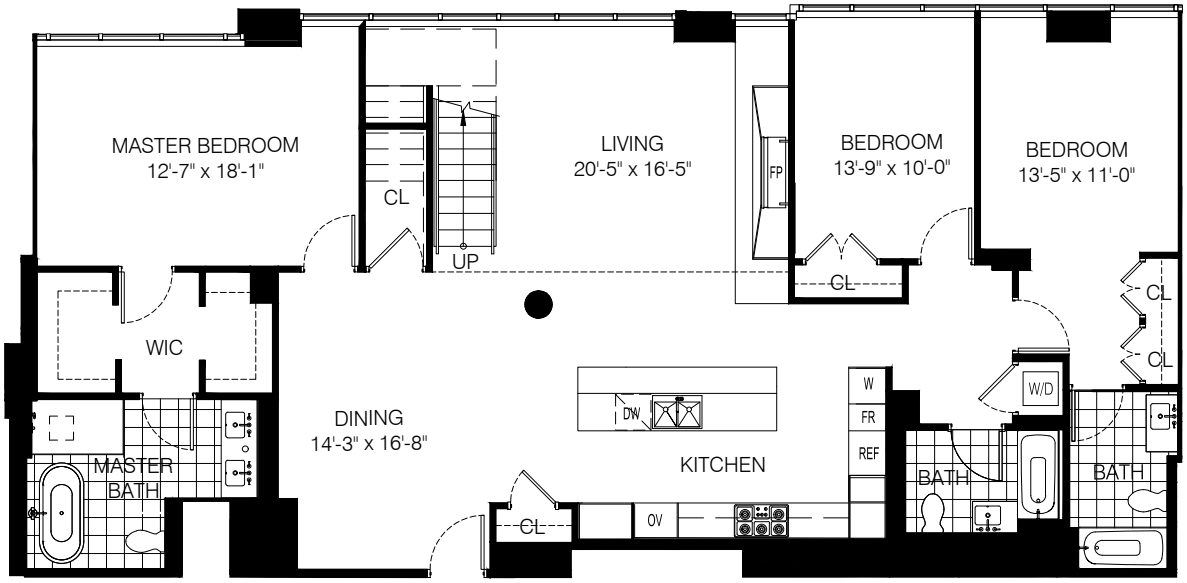
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Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

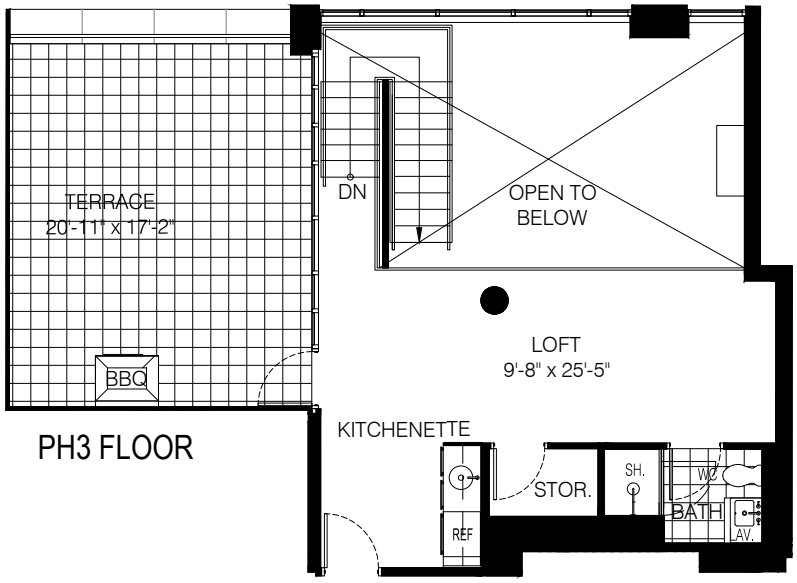
TANGRAM HOUSE SOUTH

PENTHOUSE APARTMENT UNIT PH2 A
FLOORS: PH2, PH3
LOFT W/ KITCHENETTE
3 BEDROOMS, 4 BATHROOMS
LIVING/DINING ROOM

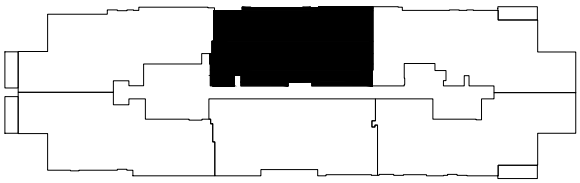
UNIT AREA: 2,460 SQ. FT. (229 SQ. M.)
TERRACE: 368 SQ. FT. (34 SQ. M.)



PH2 FLOOR



PH3 FLOOR



39th AVENUE

NORTH

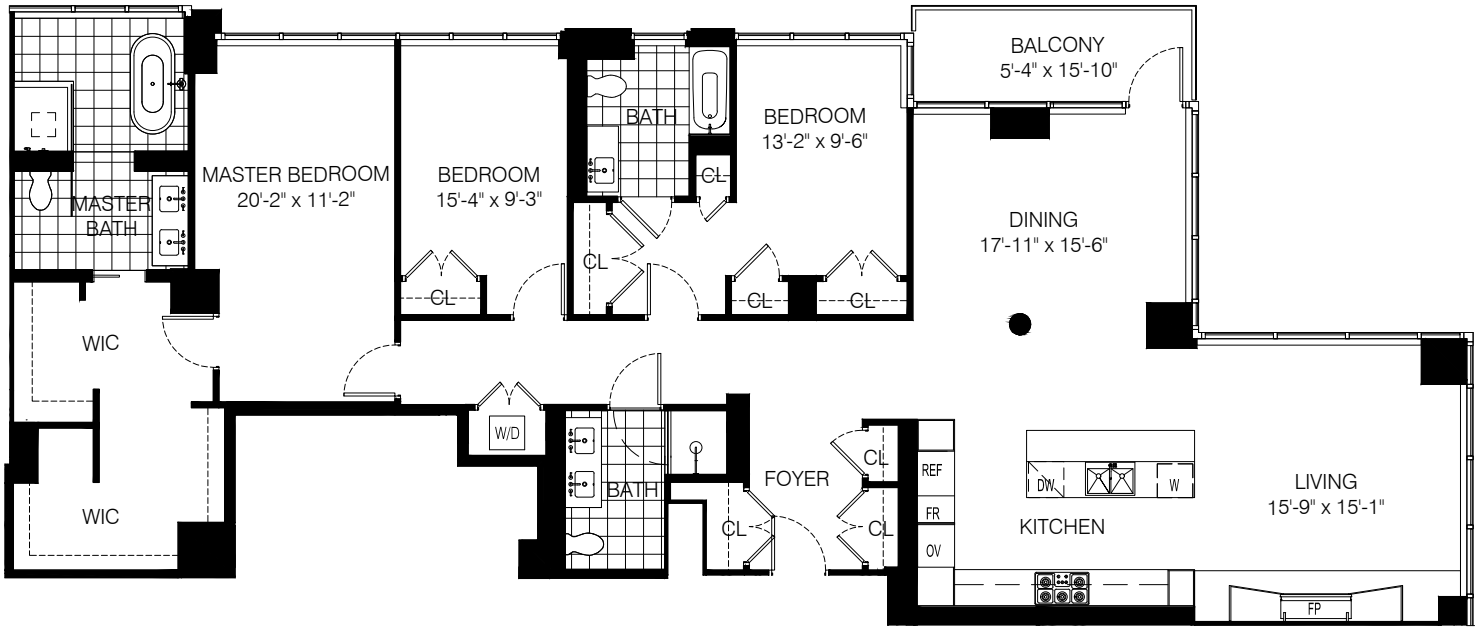
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Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT PH2 B
FLOORS: PH2
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 2,112 SQ. FT. (196 SQ. M.)
BALCONY: 84 SQ. FT. (8 SQ. M.)





NORTH

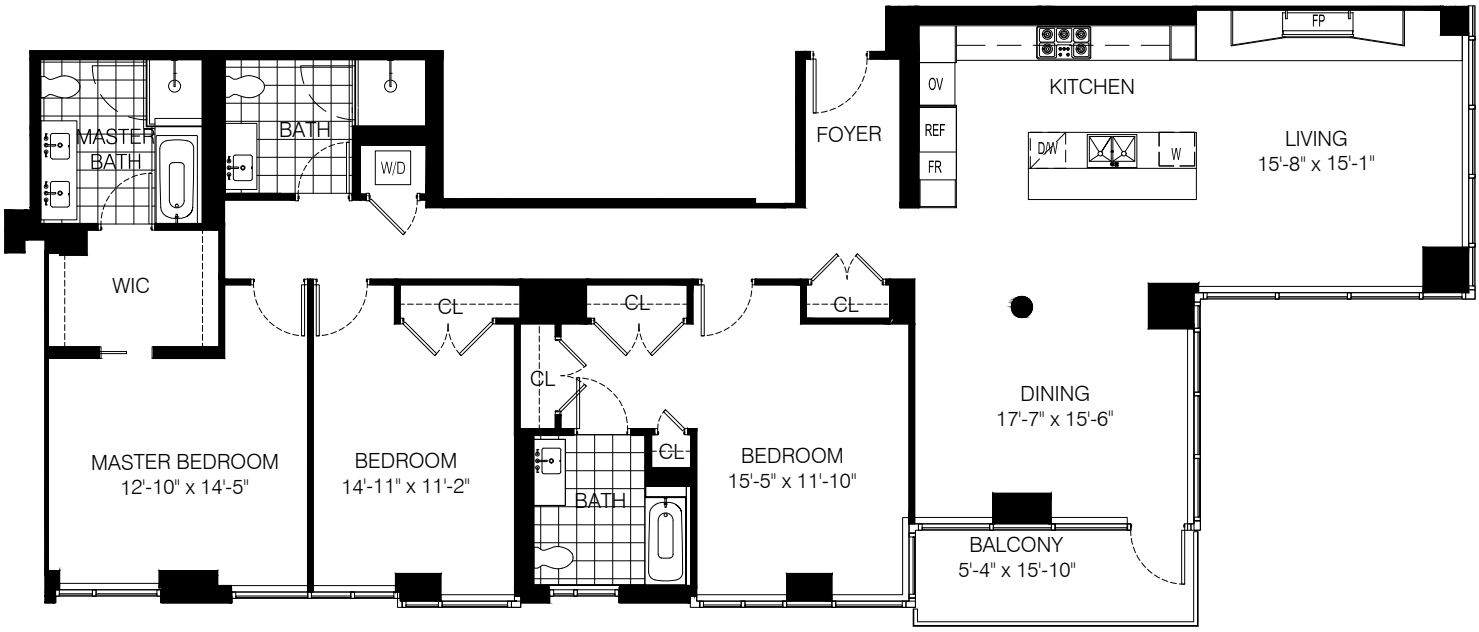
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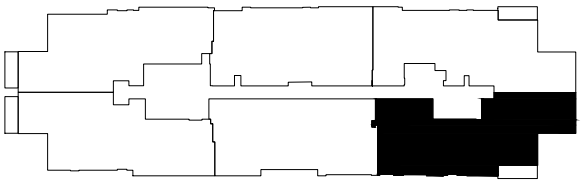
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT PH2 C
FLOORS: PH2
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 2,049 SQ. FT. (190 SQ. M.)
BALCONY: 84 SQ. FT. (8 SQ. M.)





NORTH

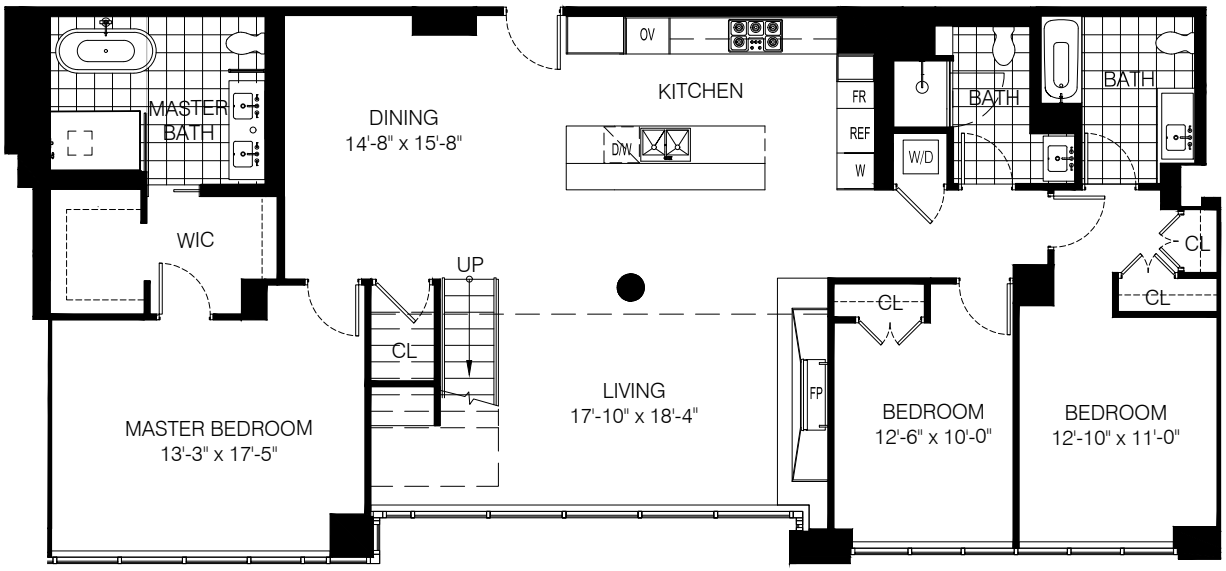
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Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

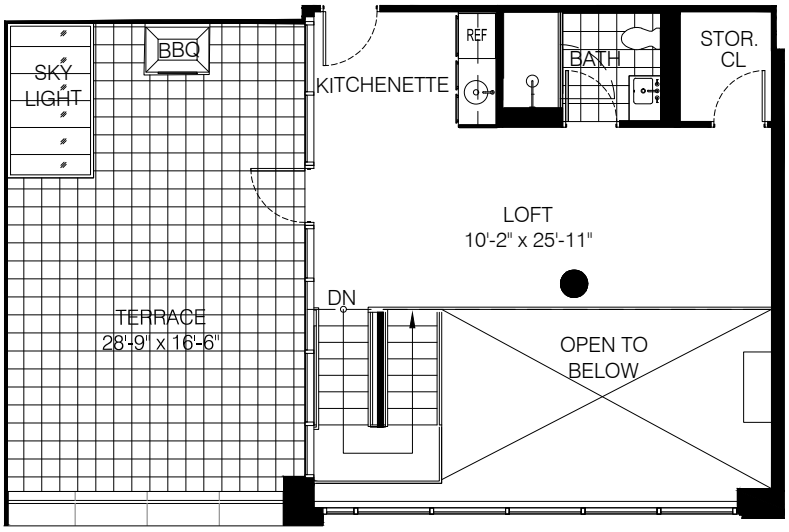
TANGRAM HOUSE SOUTH

PENTHOUSE APARTMENT UNIT PH2 D
FLOORS: PH2, PH3
LOFT W/ KITCHENETTE
3 BEDROOMS, 4 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 2,417 SQ. FT. (225 SQ. M.)
TERRACE: 458 SQ. FT. (43 SQ. M.)



PH2 FLOOR



PH3 FLOOR



NORTH

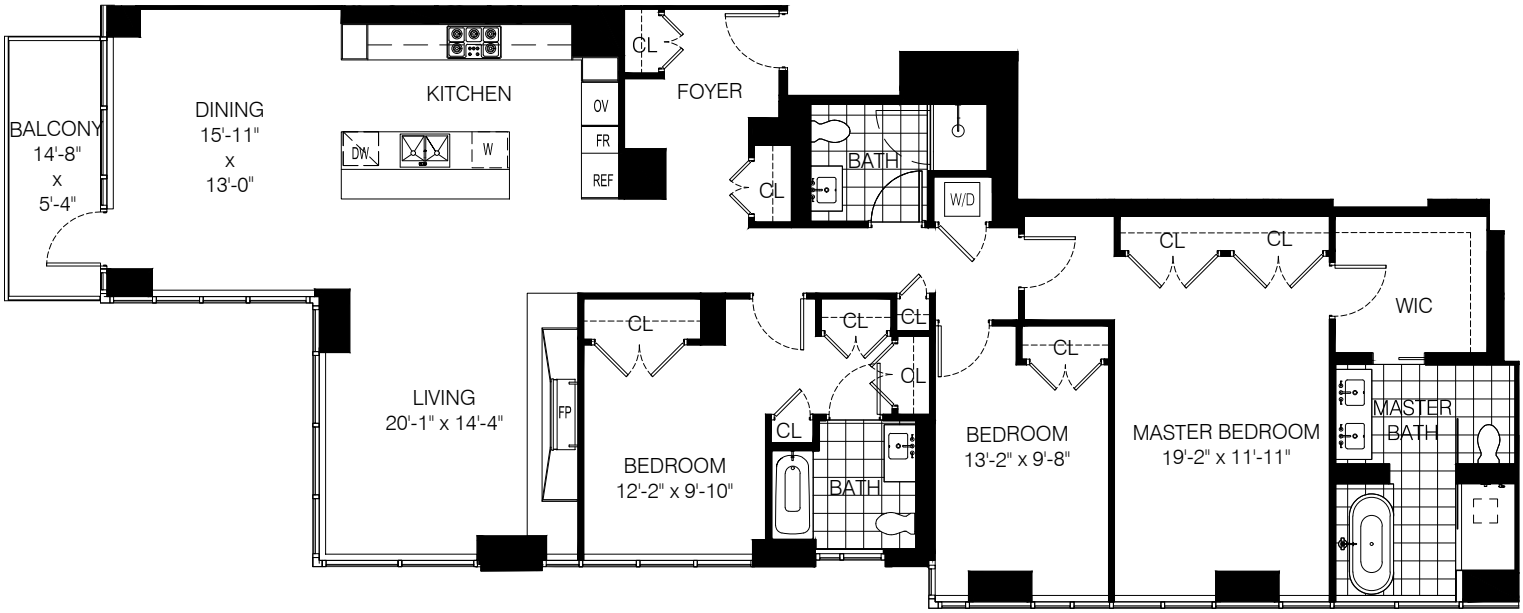
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Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT PH2 E
FLOORS: PH2
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 2,002 SQ. FT. (186 SQ. M.)
BALCONY: 78 SQ. FT. (7 SQ. M.)





NORTH

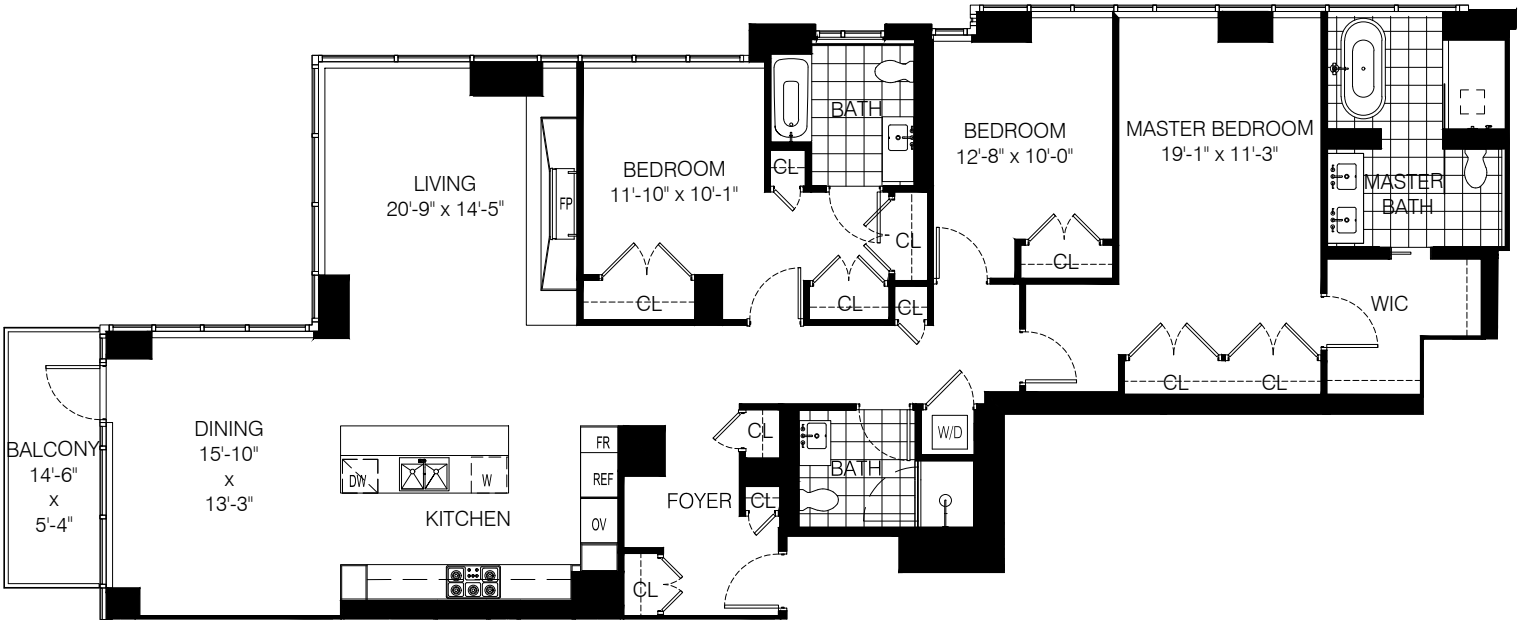
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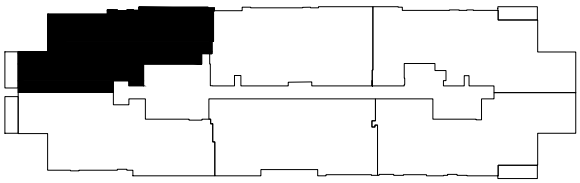
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT PH2 F
FLOOR: PH2
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA:1,995 SQ. FT. (185 SQ. M.)
BALCONY: 77 SQ. FT. (7 SQ. M.)





NORTH

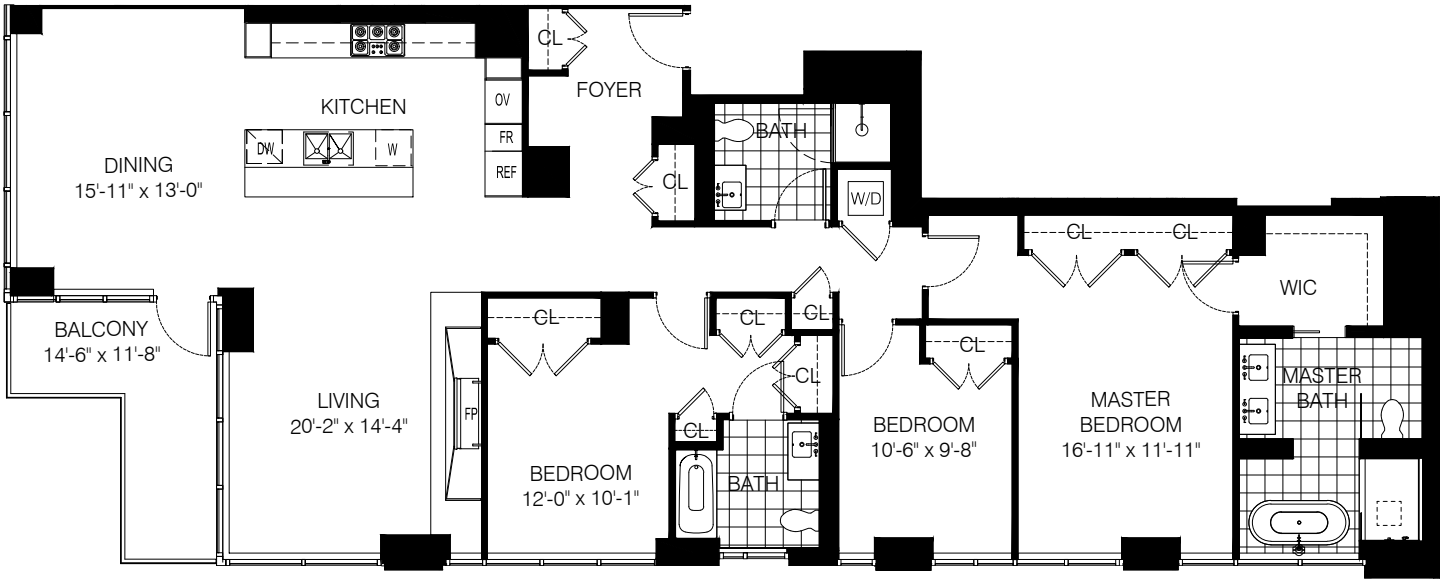
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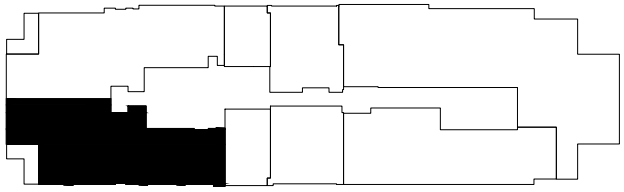
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

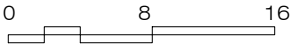
APARTMENT UNIT PH3 A
FLOORS: PH3
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 1,960 SQ. FT. (182 SQ. M.)
BALCONY: 111 SQ. FT. (10 SQ. M.)







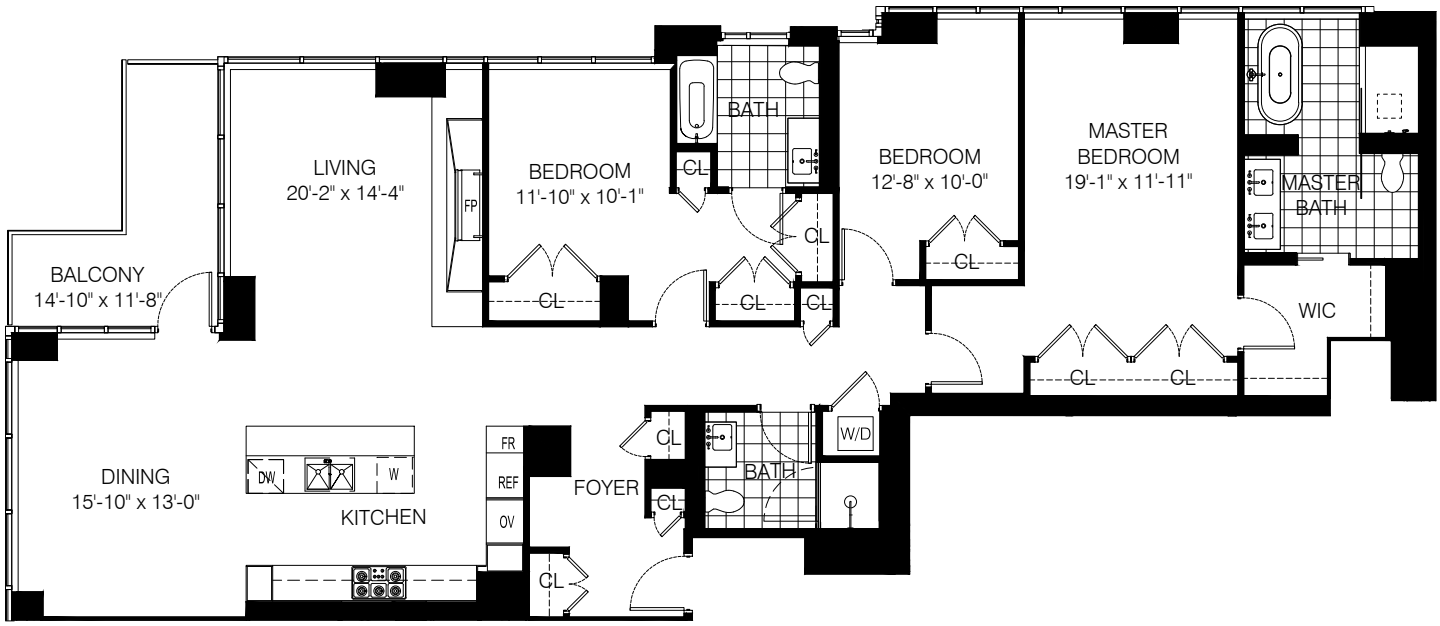


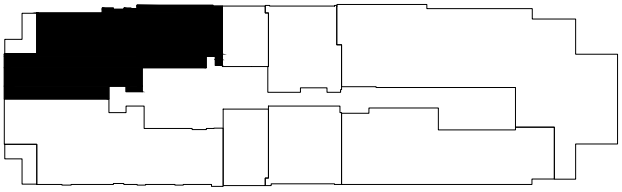
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

APARTMENT UNIT PH3 B
FLOORS: PH3
3 BEDROOMS, 3 BATHROOMS
LIVING/DINING ROOM

UNIT AREA: 2,028 SQ. FT. (188 SQ. M.)
TERRACE: 113 SQ. FT. (10 SQ. M.)





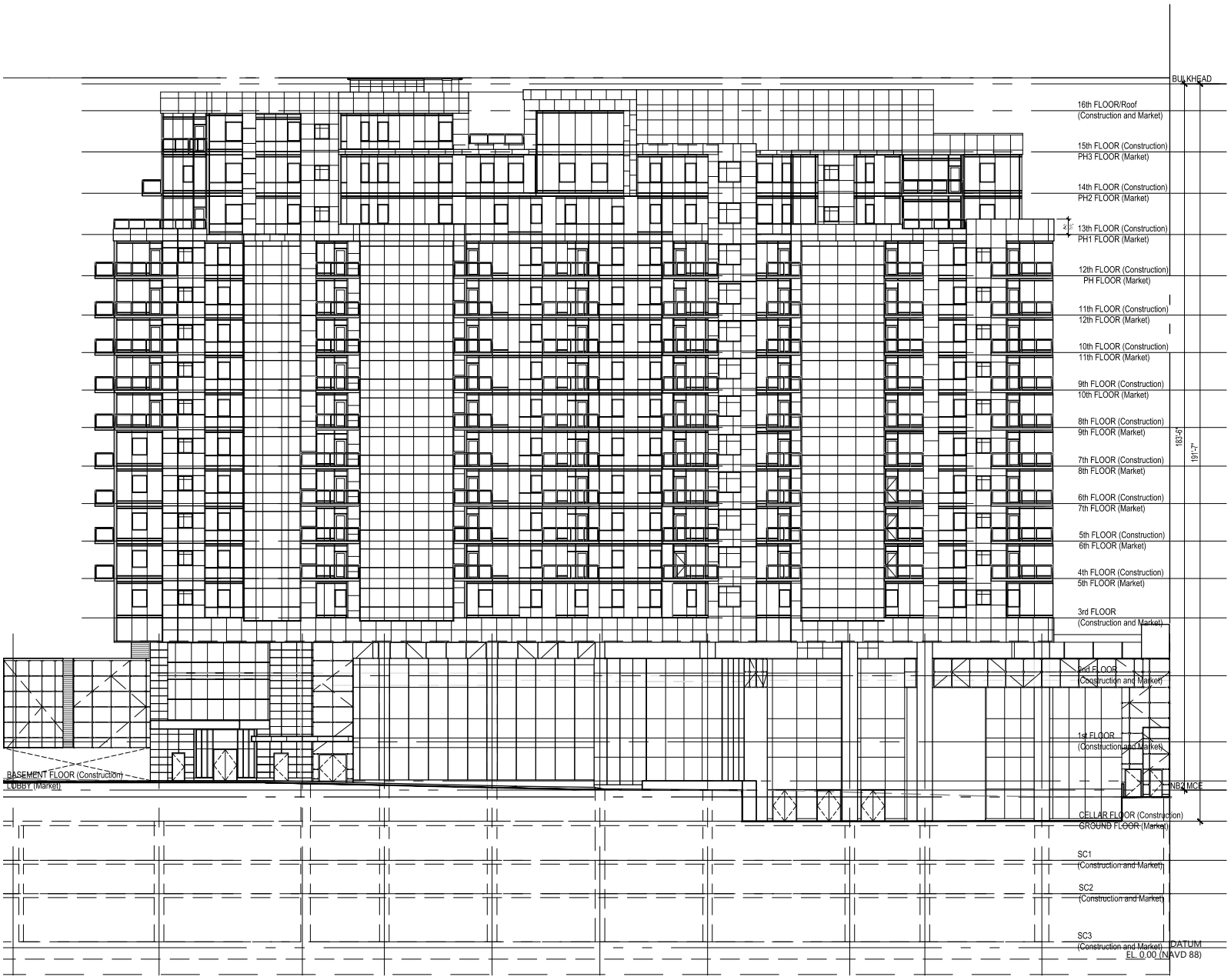
NORTH

0 8 16

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

SOUTH ELEVATION ALONG 39TH AVENUE

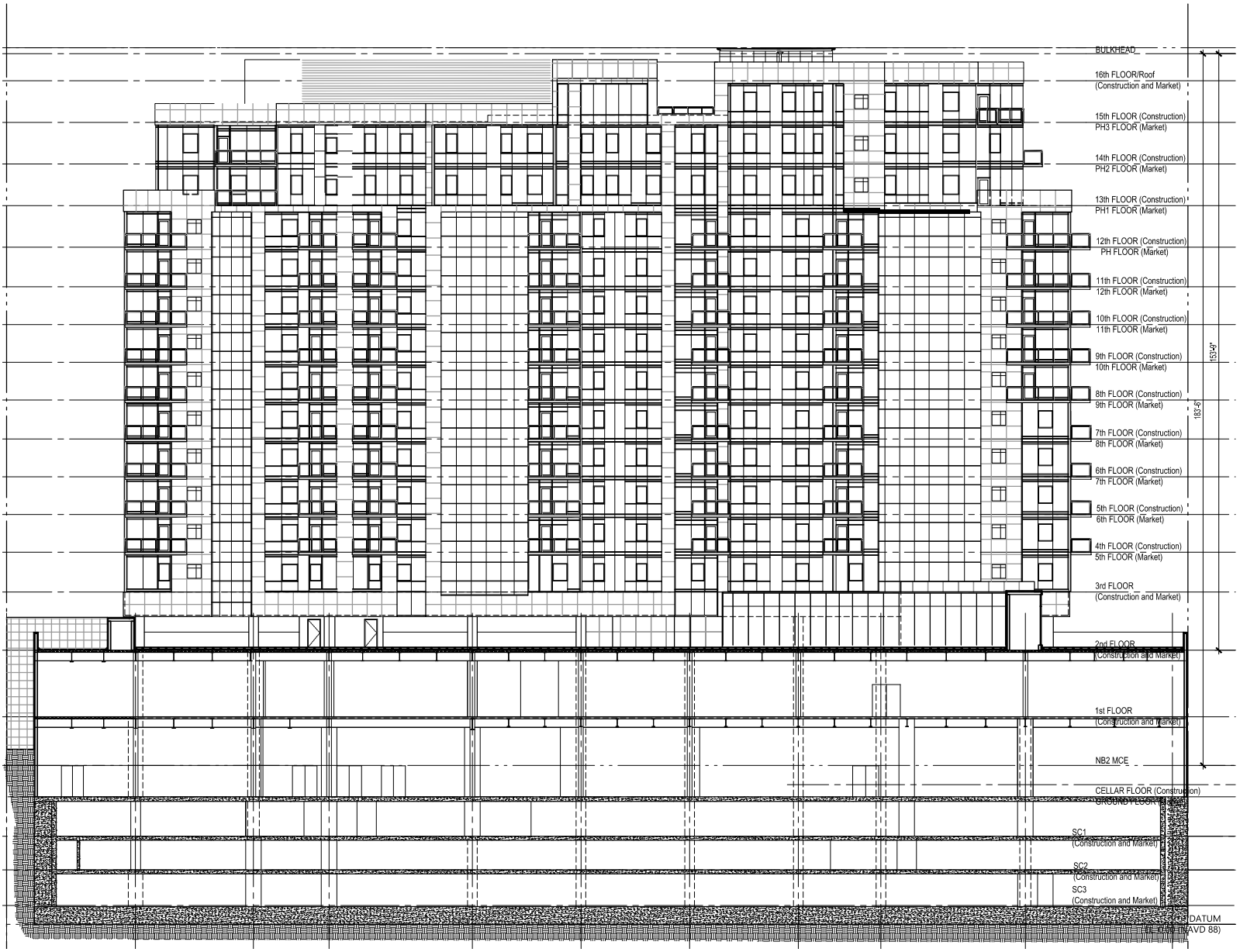


0 8 16 32 64

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes to conditions in accordance with the offering plan.

TANGRAM HOUSE SOUTH

NORTH ELEVATION

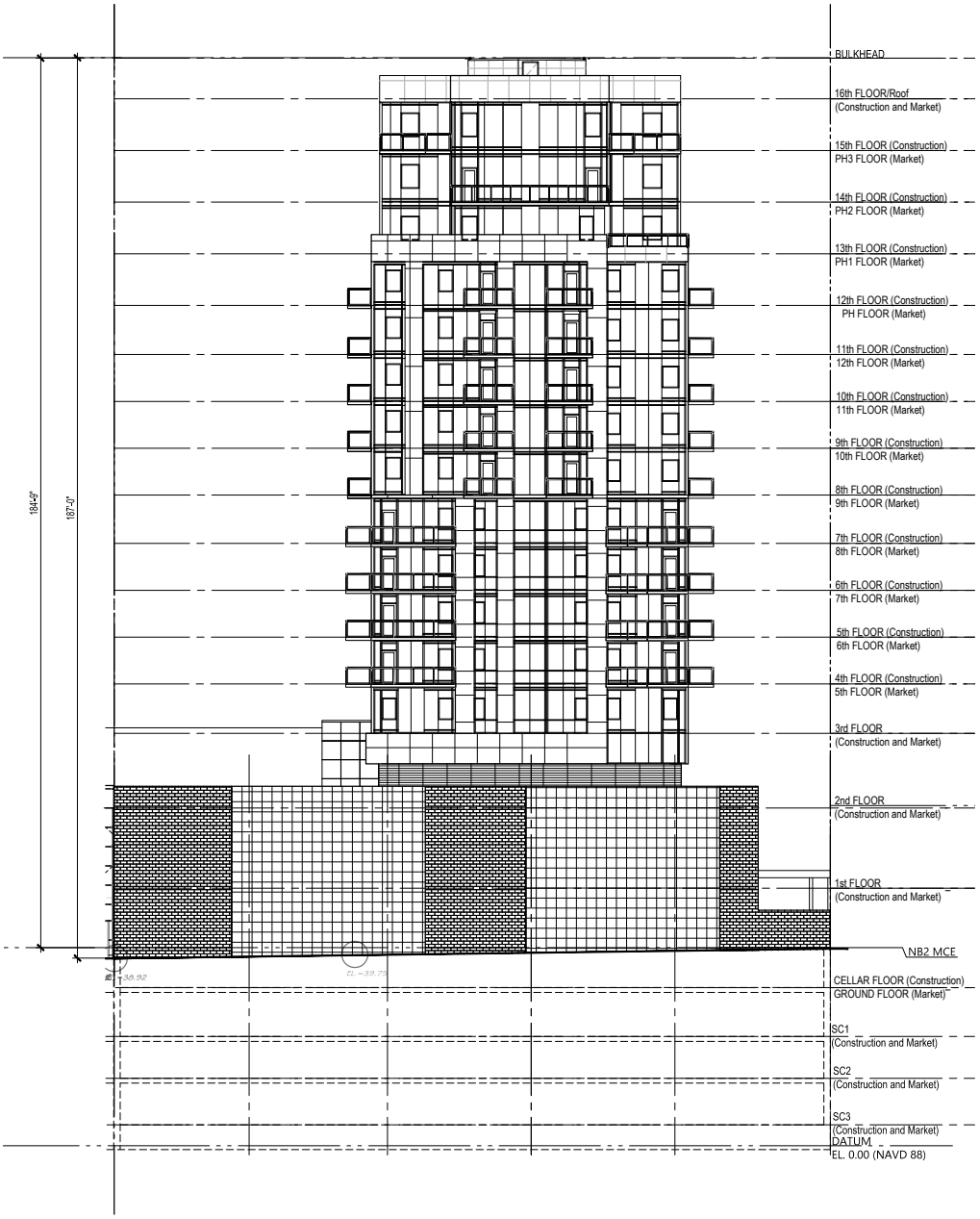


0 8 16 32 64

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TANGRAM HOUSE SOUTH

WEST ELEVATION ALONG COLLEGE POINT BOULEVARD

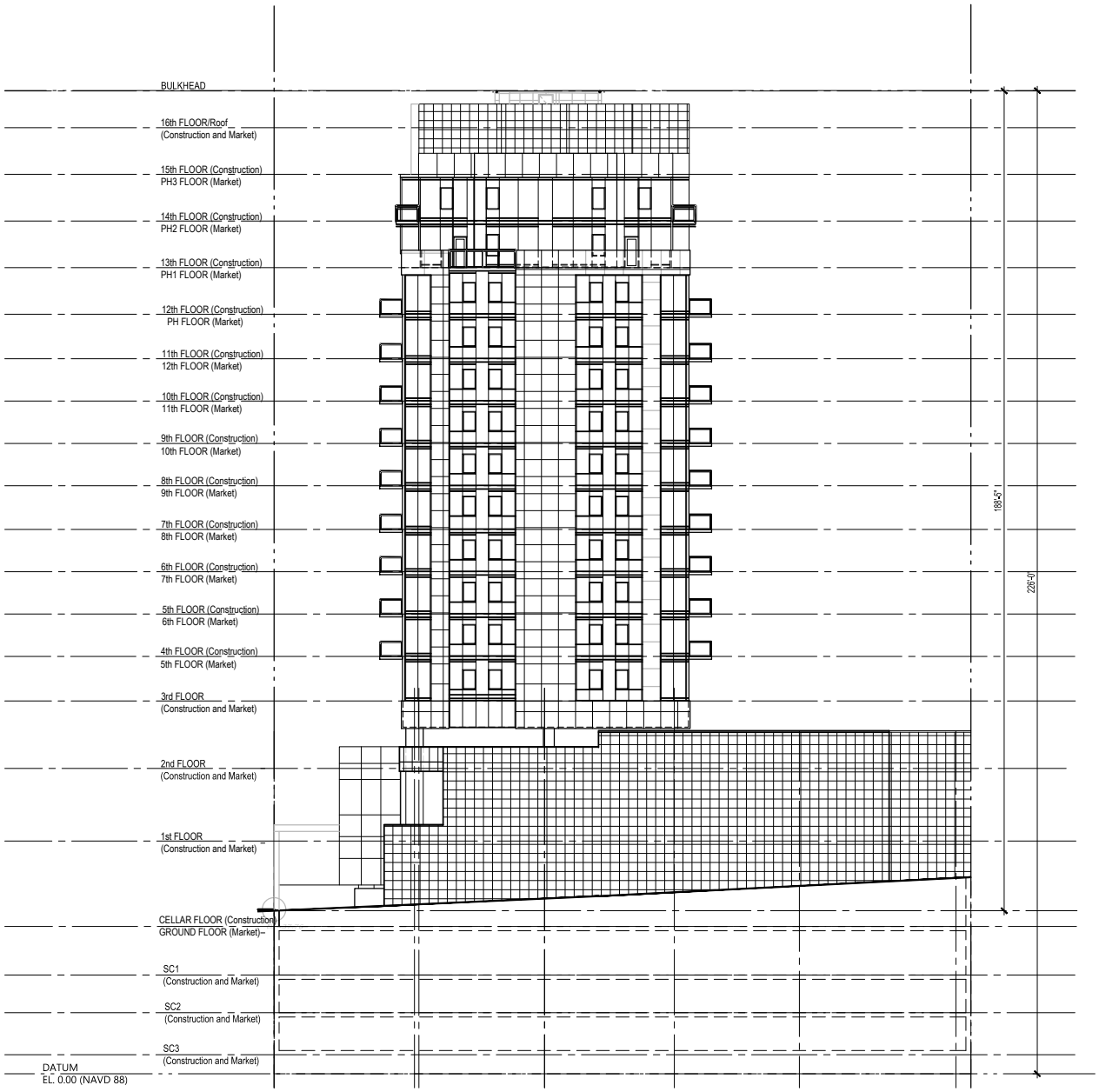


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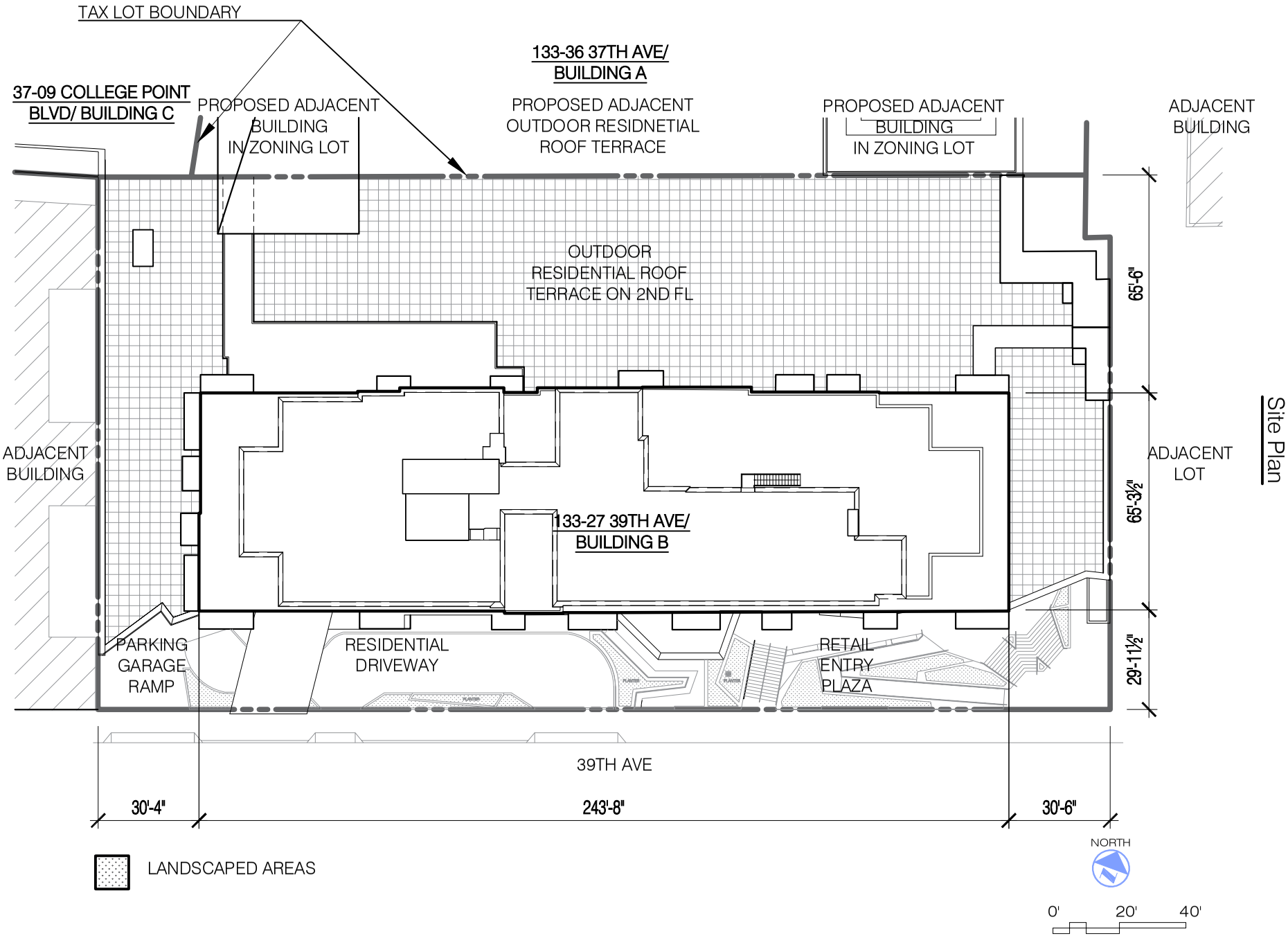
TANGRAM HOUSE SOUTH

EAST ELEVATION ALONG PRINCE STREET



0 8 16 32 64

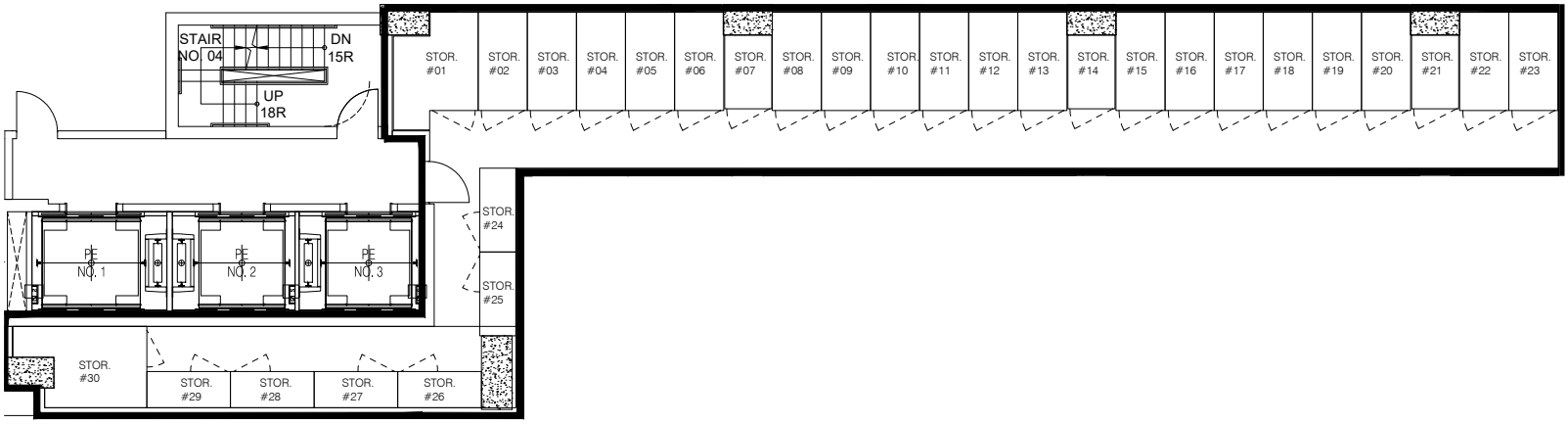
Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes subject to conditions in accordance with the offering plan.


TAX LOT BOUNDARY
133-36 37TH AVE/
BUILDING A
37-09 COLLEGE POINT
BLVD/ BUILDING C
PROPOSED ADJACENT
BUILDING
IN ZONING LOT
PROPOSED ADJACENT
OUTDOOR RESIDNETIAL
ROOF TERRACE
PROPOSED ADJACENT
BUILDING
IN ZONING LOT
ADJACENT
BUILDING
OUTDOOR
RESIDENTIAL ROOF
TERRACE ON 2ND FL
65'-6"
ADJACENT
BUILDING
133-27 39TH AVE/
BUILDING B
65'-3½"
ADJACENT
LOT
PARKING
GARAGE
RAMP
RESIDENTIAL
DRIVEWAY
RETAIL
ENTRY
PLAZA
29'-11½"
39TH AVE
30'-4"
243'-8"
30'-6"
LANDSCAPED AREAS
NORTH
0'
20'
40'

Site Plan

TANGRAM HOUSE SOUTH

SC-1 FLOOR STORAGE ROOM



General Common Element

Parking Common Element

Retail Common Element

Residential Limited Common Element

Residential Common Element

Unit Area



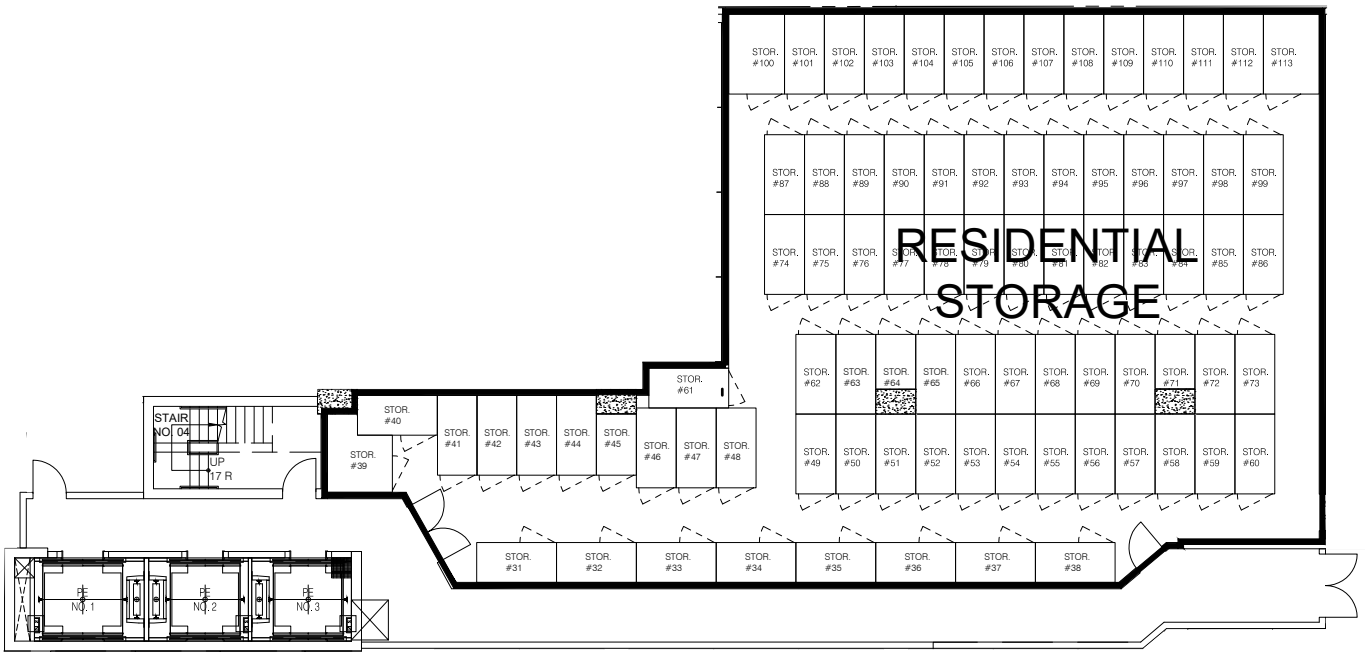
NORTH

0 16 32

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TANGRAM HOUSE SOUTH

SC-3 FLOOR STORAGE ROOM



General Common Element

Parking Common Element

Retail Common Element

Residential Limited Common Element

Residential Common Element

Unit Area

NORTH



39th AVENUE

0 8 16

Note: All dimensions are approximate and subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Sponsor reserves the right to make changes due to conditions in accordance with the offering plan.

DOCUMENT NUMBER 6

DECLARATION
Establishing a Plan for Condominium Ownership of the Premises known as 133-27 39th Avenue Flushing, New York 11354

Pursuant to Article 9-B of the Real Property Law of the State of New York

Name:

Tangram House South Condominium

Declarant:

Tangram House South Sponsor LLC
136-20 38th Avenue
Flushing, New York 11354

Date of Declaration:

[_____, 201_]

The land affected by the within instrument lies in Section [__], Block 4972 , Lots [___] through [___] (formerly known as Lot 65, on the Tax Map of the Borough of Queens, City of New York

Prepared by:

Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attention: Erin S. Goodman, Esq.

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ARTICLE 2 SUBMISSION OF THE PROPERTY....1
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ARTICLE 4 THE BUILDING....2
ARTICLE 5 THE UNITS....2
ARTICLE 6 COMMON ELEMENTS....3
ARTICLE 7 USE OF BUILDING AND UNITS....9
ARTICLE 8 CHANGES TO THE RESIDENTIAL SECTION....10
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Exhibits
A. Description of the Land
B. Description of the Units
C. Definitions
D. By-Laws

DECLARATION
OF
TRANGRAM HOUSE SOUTH CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

Tangram House South Sponsor LLC, a Delaware Limited Liability Company, having an office at 136-20 38th Avenue, Flushing, New York 11354, does hereby declare as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Declaration 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. All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof will have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used shall otherwise require. All capitalized terms that are not separately defined herein or in Exhibit C annexed hereto shall have the meanings given to those terms in the By-Laws. Each of the said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tenses.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant hereby submits the Land and Building, all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of the Condominium Act, and pursuant thereto does hereby establish a condominium to be known as "Tangram House South Condominium."

2.2 Annexed to this Declaration as Exhibit D and made a part hereof are the By-Laws of the Condominium, which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said By-Laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws").

ARTICLE 3

THE LAND

The Land is all that certain tract, plot, piece and parcel of land situate, lying and being in the Borough of Queens, in the City, County and State of New York, and more particularly described in Exhibit A annexed hereto and made a part hereof. The Land is owned by Declarant in fee simple absolute and has an area of approximately 48,708 square feet.

ARTICLE 4

THE BUILDING

The Building contains 3 sub-cellar levels, a cellar level that is known as the ground floor, a basement level that is known as the lobby floor, and 15 structural floors above grade, and rises to an elevation of approximately 182 feet 6 inches. The Building is classified as a Class 1-B (non-combustible) construction consisting of a reinforced concrete mat foundation and cast-in-place concrete flat plate system. Exterior walls are prefabricated, structurally glazed curtain wall system and rain-screen veneer cavity walls with concrete masonry unit back-up. Exterior walls of the bottom retail podium floors consist of aluminum and glass storefront system. The Building contains 192 Residential Units (including the Resident Manager's Unit), 1 Retail Unit and 1 Parking Unit. The Parking Unit is located on sub-cellar levels 1, 2 and 3. The Retail Unit is located on the ground floor and first floor. The Residential Units are located on construction floors 3-15, which are known as floors 3, 5-12, PH, PH-1, PH-2 and PH-3, and there are residential lobbies located on the lobby floor and the second floor.

ARTICLE 5

THE UNITS

5.1 The Residential Units, together with the Residential Common Elements and the Residential Limited Common Elements, are collectively referred to as the "Residential Section." The owners of the Residential Units are herein collectively called "Residential Unit Owners" and each, individually, is called a "Residential Unit Owner." The owner of the Retail Unit is herein called the "Retail Unit Owner." The owner of the Parking Unit is herein called the "Parking Unit Owner." The Residential Unit Owners, the Retail Unit Owner and the Parking Unit Owner are herein collectively called "Unit Owners" and each, individually, is called a "Unit Owner." As set forth above, as of the date of this Declaration there exists 192 Residential Units (including the Resident Manager's Unit), 1 Retail Unit and 1 Parking Unit.

5.2 Exhibit B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its designation number; (ii) its tax lot number; (iii) its approximate location in the Building; (iv) its approximate area; (v) the approximate area of its terrace or balcony, if any, (vi) the number of rooms contained therein (for Residential Units only); (vii) the portions of the Common Elements to which such Unit has immediate access; and (viii) the Common Interest of such Unit. The precise location of each Unit within the Building is shown on the Floor Plans.

5.3 Each Unit consists of the area measured horizontally from the exterior side of the exterior walls to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit. Columns, mechanical pipes, shafts, shaftways, chases, chaseways, and conduits are not deducted

for the purpose of these floor area measurements. Approximations are calculated within reasonable tolerances. Each Unit consists of the area measured vertically from the top of the finish floor below to the underside of the structural slab above.

5.4 Each Unit includes the front entrance door and any other entrance doors to such Unit, smoke detectors, carbon-monoxide detectors, all plumbing, gas, and heating fixtures and equipment such as refrigerators, dishwashers, ventilating and air conditioning ("HVAC") units (including the fans inside the units), heating equipment, ranges and other appliances, as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment that a Unit Owner may install within a wall or ceiling, or under the floor; but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Unit includes (i) all lighting and electrical fixtures and appliances within the Unit, and (ii) any special equipment, fixtures or Facilities affixed, attached or appurtenant to the Unit and serving or benefiting only that Unit.

5.5 The Retail Unit will include:

5.5.1 four elevators and their elevator lobbies providing access within the Retail Unit and to and from the Parking Unit;

5.5.2 the stairs within the Retail Unit;

5.5.3 all Facilities exclusively serving the Retail Unit, including windows (including panes, casements and frames) exclusively opening into the Retail Unit.

5.6 As of the date of the recording of this Declaration in the Register's Office, fee simple absolute title shall automatically vest in Declarant in all Units, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

ARTICLE 6

COMMON ELEMENTS

6.1 Declarant and its Affiliates intend to construct a project consisting of four towers to be built over a podium containing retail and parking (the "Podium") (collectively known as the "Project"). The construction will be completed in two phases. Phase one of the Project is the construction of the entire Podium and the construction of a residential tower over a portion of the Podium (the "Condominium") and an office tower over a portion of the Podium (the "Tangram Tower Condominium"), which is the subject of an offering plan filed with the Department of

Law on June 29, 2017. Phase two of the Project is the construction of a hotel tower above a portion of the Podium (the "Hotel Condominium"), and a residential tower above a portion of the Podium (the "Tangram House West Condominium). The hotel building is expected to be developed as a condominium, although it may ultimately not be developed as a condominium. If the phase two towers are constructed, it is anticipated that they will be completed in the summer of 2020. However, one or both of the towers in phase two may not be developed by Sponsor, in which case the portion of the Podium that does not have towers above it may be sold and then developed by an entity that is unrelated to Declarant. In addition, either or both of the phase two towers may be developed by Declarant or its Affiliates and then sold to an entity that is unrelated to Declarant. The roof over the portion of the Podium located between the four towers will not be developed with a tower and will contain open space. It is anticipated that the Condominium, the Hotel Condominium and the Tangram House West Condominium (but not the Tangram Tower Condominium) will be part of the Tangram Homeowners Association, Inc. (the "Homeowners Association"). However, if either of the phase two towers are owned by an entity unaffiliated with Sponsor, such towers may or may not be part of the Homeowners Association. The Homeowners Association will have easements to operate and maintain certain areas and amenities located in each of the condominiums, as and when such condominiums are built (the "HOA Improvements"). Initially, the Homeowners Association will not own any property, although the tennis court and other recreation areas at the Hotel Condominium may ultimately be conveyed to the Homeowners Association.

6.2 The Common Elements consist of the entire Property, including the Land and all parts of the Building and improvements thereto, other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and Facilities that are for the common use of the Units and the Unit Owners or that are necessary or convenient for the existence, maintenance or safety of the Property.

6.3 The Common Elements will remain undivided, and no Unit Owner or other Person shall bring or shall have the right to bring any action for partition or division thereof, except as may be specifically provided for herein and in the By-Laws.

6.4 The Common Elements consist of the General Common Elements, which are described in Section 6.5 below, and the Limited Common Elements, which are described in Section 6.6 below.

6.5 The "General Common Elements" consist of the Land and those rooms, areas, corridors and other parts of the Property (other than the Units), as well as those Facilities therein, either currently or hereinafter existing for the common use of all of the Units or Unit Owners, to the exclusion of none, or that are necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property. Without intention to limit the generality of the foregoing in any respect, the General Common Elements include the following:

6.5.1 the Land, together with all easements, rights, and privileges appurtenant thereto;

6.5.2 all foundations, footings, columns, beams, supports, exterior walls, interior walls, girders, floor slabs, windows (including panes, casements and frames), roofs and ceilings in, on or under the Building (except to the extent any of the same are included as part of a Unit pursuant to Article 5 hereof or as part of any of the Limited Common Elements pursuant to Section 6.6 hereof);

6.5.3 the rooms and Facilities located as follows:

(i) Stairs 3 and 5;

(ii) the gas meter room, water meter room and IT room on the ground floor;

(iii) the electrical room on the second floor;

(iv) the roof over a portion of the PH 2 floor;

(v) the mechanical room on the PH 3 floor; and

(vi) the roof over the mechanical room on the PH 3 floor;

6.5.4 any other Facilities in the Building that serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all of the Property and are not a part of any Unit or any Limited Common Elements.

6.6 The Limited Common Elements consist of those Common Elements that serve or benefit exclusively (a) all of the Residential Units or all of the Residential Unit Owners (in which event they are called "Residential Common Elements"), (b) one or more but not all of the Residential Units or one or more but not all of the Residential Unit Owners (in which event they are called "Residential Limited Common Elements"), (c) the Retail Unit Owner (in which event they are called "Retail Common Elements"), or (d) the Parking Unit Owner (in which event they are called "Parking Common Elements"). Without limiting the generality of the foregoing:

6.6.1 the Residential Common Elements include the following:

(i) electric meters and panels, electric closets, feeders, risers and Facilities, and gas meters serving exclusively the Residential Section;

(ii) kitchen, bathroom and dryer exhaust ducts, dumbwaiter shafts, steam lines supply and return for heating, water pressure reducing valve system, and all other Facilities in the floor and ceilings serving or benefiting exclusively the Residential Section;

(iii) passenger elevators 1-3 and their lobbies and adjacent corridors located on sub-cellar 3 to floor 2[1] and the elevator shafts, pits, bulkheads, Facilities and machine rooms;

(iv) passenger elevators 4-6 and their lobbies located on floor 2 to floor 15 and their shafts, pits, bulkheads, Facilities and machine rooms, and the elevator control room on the roof;

(v) Stairs 1 and 2;

(vi) the storage units located on sub-cellar 3, sub-cellar 1 and the ground floor and designated on the floor plans as #1 through #113, to be licensed by the Condominium Board to Declarant, which storage licenses will be assigned to Residential Unit Owners in this Condominium as well as residential unit owners in the Tangram House West Condominium;

(vii) the corridors on floors 3, 5-12, PH, PH-1, PH-2 and PH-3;

(viii) the refuse disposal rooms on floors 3, 5-12, PH, PH-1, PH-2 and PH-3 and the refuse chutes from floor 2 to PH-3;

(ix) the laundry room and management office on the ground floor[2];

(x) the management office on the lobby floor[2];

(xi) the street lobby, front desk and package room on the lobby floor[2];

(xii) the fitness room, lounge/library/kitchenette, toilets and corridor connecting to the Hotel Condominium and Tangram House West Condominium on the second floor[2];

(xiii) the storage/trash compactor room, on the second floor;

[1] If the Tangram House West Condominium is constructed, it is anticipated that these elevators will be used by the Residential Unit Owners of this Condominium and the residential unit owners of the Tangram House West Condominium. If so, they will be maintained by the Homeowners Association.

[2] If the Tangram House West Condominium is constructed, it is anticipated that these areas will be used by the Residential Unit Owners of this Condominium and the residential unit owners of the Tangram House West Condominium. If so, they will be maintained by the Homeowners Association.

(xiv) the open spaces on the roof of the Retail Unit[2];

(xv) the street level plaza;

(xvi) the roof and the bulkhead roof, excluding those areas of the roof that are General Common Elements

(xvii) CATV risers, direct burial telephone and other telecommunications cables and all other Facilities located on the Property serving or benefiting exclusively the Residential Section.

(xviii) the windows (including panes, casements and frames) in the Residential Section, including windows exclusively opening into a Residential Unit; and

(xix) all passages, hallways, stairs and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building that are not part of any Unit or any Residential Limited Common Element and that serve or benefit exclusively the Residential Units or the Residential Unit Owners;

(xx) all other Facilities (excluding Facilities that are part of Residential Units or the Residential Limited Common Elements) exclusively serving or benefiting the Residential Section, or that are necessary or convenient for the existence, maintenance, operation or safety of the Residential Section, to the exclusion of the other Units, the Retail Common Elements, the Parking Common Elements and the General Common Elements;

6.6.2 the Residential Limited Common Elements include the following:

(i) the terraces and balconies to which one or more Residential Units have exclusive access as set forth in Exhibit B annexed hereto, which shall be for the exclusive use of the Residential Unit Owner or Owners having such exclusive access;

(ii) that portion of the equipment, fixtures or Facilities serving or benefiting one or more (but not all) Residential Units, to the extent located within another Unit or Units or located within a Common Element to which there is direct and exclusive access from the interior of the Residential Unit or Units so served or benefited; which shall be for the exclusive use of the owners of the Residential Unit or Units so served or benefited; and

(iii) all other Facilities exclusively serving or benefiting one or more (but not all) Residential Units, or that are necessary or convenient for the existence, maintenance, operation or safety of one or more (but not all) Residential Units to the exclusion of the other Units, the General Common Elements, the Residential Common Elements, the Retail Common Elements and the Parking Common Elements; which shall be for the exclusive use of the owners of the Residential Unit or Units so served or benefited;

6.6.3 the Retail Common Elements include the following:

(i) electric meters, separate cold water meters, gas meters and other utility meters (if any) exclusively serving or available for the exclusive use of the Retail Unit;

(ii) ductwork, and all other HVAC and electric and similar Facilities serving or benefiting exclusively the Retail Unit;

(iii) the retail plaza located outside of the Building at the ground floor level; and

(iv) all other Facilities (excluding Facilities that are part of the Retail Unit) exclusively serving or benefiting the Retail Unit or that are necessary or convenient for the existence, maintenance, operation or safety of the Retail Unit, to the exclusion of the Residential Section, the Parking Unit and the General Common Elements; and

6.6.4 the Parking Common Elements include the following:

(i) electric meters, separate cold water meters, gas meters and other utility meters (if any) exclusively serving or available for the exclusive use of the Parking Unit;

(ii) ductwork, and all other HVAC and electric and similar Facilities serving or benefiting exclusively the Parking Unit;

(iii) the portion of the driveway that is exposed to the sky; and

(iv) all other Facilities (excluding Facilities that are part of the Parking Unit) exclusively serving or benefiting the Parking Unit or that are necessary or convenient for the existence, maintenance, operation or safety of the Parking Unit, to the exclusion of the Residential Section, the Retail Unit and the General Common Elements; and

ARTICLE 7

USE OF BUILDING AND UNITS

7.1 As more particularly set forth in the By-Laws, and except as expressly provided therein and below, Residential Units may be used for residential purposes only. A Residential Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, the United States government or any instrumentality thereof and foreign governments or any embassy, consulate or other instrumentality thereof), may be occupied only by such individual; or by an officer, director, stockholder, or employee of such corporation; or by a partner or employee of such partnership; or by a member or employee of such limited liability company; or by such fiduciary, if an individual (or by an officer, director, stockholder, or employee of a corporate fiduciary, or by a partner or employee of a partnership fiduciary, or by a member or employee of a limited-liability-company fiduciary), or by the beneficiary of any such fiduciary; or by a principal or employee of any such other entity; or by Family Members or guests of any of the foregoing. A Residential Unit may be used for any home occupation use or for any purpose, subject, however, to (1) the terms and conditions of the then-existing certificate of occupancy covering such Residential Unit, (2) Applicable Law, (3) the use of such Residential Unit not adversely affecting the use and enjoyment of neighboring or adjacent Residential Units for residential purposes or imposing undue burdens on any building systems or staff, and (4) the prior written permission of the Condominium Board, which permission shall in no event be granted unless the Condominium Board affirmatively finds that the conditions in clauses (1) through (3) above have been met. Residential Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

7.2 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, the owner of an Unsold Residential Unit may, without the permission of the Condominium Board or the HOA Board, (1) grant permission for the use of such Unsold Residential Unit as a professional or business office or for any other purpose, provided that such use is permitted by law and does not violate the then-existing certificate of occupancy covering such Residential Unit or any other governmental regulations and (2) use such Unsold Residential Unit as a model unit or sales or promotion office in connection with the sale or rental of the Units, subject only to compliance with Applicable Law.

7.3 Notwithstanding anything contained in Article 5 to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall-to-wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of the Unit owned by such Unit Owner, and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity or mechanical and electrical systems of such Unit or of the Building or result in a violation of any law, ordinance or regulation of any governmental authority having jurisdiction.

7.4 The Retail Unit and the Parking Unit may be used for any lawful purpose except the following:

7.4.1 Any illegal or pornographic purposes or as a commercial establishment in which are provided sex-related activities consisting of nude or semi-nude live performances, sex clubs, massage parlors, adult book stores, peep shows;

7.4.2 Storage warehouse;

7.4.3 Dry cleaning plant;

7.4.4 Laundromat;

7.4.5 Mortuary or funeral home;

7.4.6 Any gambling facility or operation, including but not limited to: off-track or sports betting parlor, table games such as black jack or poker, slot machines, video poker or similar devices, or bingo hall;

7.4.7 Any veterinary hospital or animal raising or boarding facilities;

7.4.8 Any house of worship:

7.4.9 Any homeless shelter;

7.4.10 Any drug or alcohol rehabilitation facility; or

7.4.11 Any manner which would cause the loss or diminution of any ICAP benefits, such as use of the Retail Unit or Parking Unit for residential purposes.

ARTICLE 8

CHANGES TO THE RESIDENTIAL SECTION

Except to the extent prohibited by law, Declarant shall have the right, without the vote or consent of the Condominium Board, HOA Board, other Unit Owners or the Residential Mortgage Representatives, if any, to: (a) make alterations, additions or improvements to any Unsold Residential Units; (b) change the use (subject to Section 7.1 above) or layout of, or number of rooms in, any Unsold Residential Units from time to time; (c) change the size and/or number of Unsold Residential Units by subdividing one or more Unsold Residential Units into two or more separate Residential Units; by combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units; by converting a Residential Unit or any portion thereof to a Common Element; or by altering the boundary walls between any Unsold Residential Units, or otherwise, including incorporating into an Unsold Residential Unit those Common Elements (such as a portion of a

hallway used exclusively by the occupant(s) of such Unsold Residential Unit) that exclusively benefit such Unsold Residential Unit as a part of a Unit or as a Limited Common Element; (d) designate a Common Element part of a newly created Residential Unit, Residential Common Element, or Residential Limited Common Element or designate all or part of a Residential Unit as a newly created Unit or Common Element; and (e) if appropriate, reapportion among the Unsold Residential Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their Common Interests; provided, however, that (i) the Common Interest of any Unit owned by another shall not be changed by reason thereof unless the owner of such Unit shall consent thereto; (ii) Declarant shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Condominium Board, the HOA Board, and all other Unit Owners harmless from any liability arising therefrom; and (iii) the soundness or structural integrity of any part of the Building or the safety of any Unit Owner, tenant or other Person shall not be jeopardized by reason thereof. Notwithstanding the other provisions of this Article 8, no reapportionment of the Common Interests of any Residential Units shall be made unless there is first delivered to the Condominium Board a written certification stating that the Common Interests of such Units immediately after such reapportionment will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered, at Declarant's election, by Declarant, the Managing Agent or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article 8 may not be added to, amended, modified or deleted without the prior written consent of Declarant for so long as Declarant owns any Residential Units.

ARTICLE 9

CHANGES TO THE RETAIL UNIT AND PARKING UNIT

Except to the extent prohibited by law, the Retail Unit Owner and Parking Unit Owner shall have the right, without the consent of the Condominium Board, HOA Board or the vote or consent of any other Unit Owners or the Residential Mortgage Representatives, if any, to: (1) change the layout or number of rooms in their respective Units from time to time, (2) change their respective Units by subdividing the same into any desired number of Units, combining any Units resulting therefrom, or altering the boundary walls between any Units resulting therefrom, (3) designate a Common Element as part of a newly created Unit, or designate all or part of a Unit as a newly created Common Element, and (4) reapportion among the newly created Units resulting from any subdivision, combination or otherwise, their Common Interests, which such reapportionment shall be based upon floor space, subject to the location of such space, the 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; and the Retail Unit Owner and Parking Unit Owner each shall have the right, without the vote or consent of the Condominium Board, other Unit Owners or the Residential Mortgage

Representatives, if any, to decorate or make non-structural alterations, additions or improvements, whether interior or exterior, ordinary or extraordinary, in, to and upon such Unit Owner's Unit and the Common Elements appurtenant thereto, and change, alter or modify the facade and exterior portion of a Unit; provided, however, that (i) such Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom, (ii) the soundness or structural integrity of any part of the Building or the safety of any Unit Owner, tenant or other Person shall not be jeopardized by reason thereof, and (iii) the Common Interest of any Unit owned by another shall not be changed by reason thereof unless the owner of such Unit shall consent thereto. Notwithstanding the other provisions of this Article 9, no reapportionment of the interests in the Common Elements appurtenant to the Retail Unit or the Parking Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the Common Interests of such Units immediately after such reapportionment will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered (x) at Declarant's election, by Declarant, the Managing Agent or any other Person reasonably acceptable to the Condominium Board if the Retail Unit or Parking Unit is owned by Declarant, and (y) by either the Managing Agent or any other Person reasonably acceptable to the Condominium Board if the Retail Unit or Parking Unit is not owned by Declarant. The provisions of this Article 9 may not be added to, amended, modified or deleted without the prior written consent of Declarant or its affiliates for so long as Declarant owns the Retail Unit or the Parking Unit.

ARTICLE 10

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is hereby designated to receive service of process in any action that may be brought against the Condominium or the Condominium Board and shall forward such documents to FirstService Residential, having an address at 622 Third Avenue, 15th Floor, New York, New York 10017 for so long as it remains the Managing Agent, and thereafter unless and until the address is changed by the Condominium Board.

ARTICLE 11

DETERMINATION OF COMMON INTERESTS

11.1 The Common Interest of each Unit has been based upon floor space, subject to the location of such space and the additional factors of relative value of such space 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.

11.2 The aggregate amount of the Common Interests of all of the Units at all times shall remain at 100% notwithstanding any changes to the Residential Section pursuant to Article 8 hereof or changes to the Retail Unit or the Parking Unit pursuant to Article 9 hereof.

11.3 The Condominium Board shall from time to time and at least annually prepare a budget to meet Common Expenses and shall allocate and assess to the Unit Owners, in accordance with their Common Interests (except as otherwise provided in this Declaration or the By-Laws), Common Charges to meet Common Expenses. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of Common Expenses in accordance with sub-metering, contract allocations and usage (both projected and actual), provided, however, that such allocations are reasonable under the circumstances and are in accordance with the provisions of Applicable Law. In any budget year, Common Charges shall be allocated as specifically provided in Section 6.1.1 of the By-Laws.

ARTICLE 12

ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board, or made by Declarant in accordance with this Declaration or the By-Laws or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

ARTICLE 13

ACCESS TO COMMON ELEMENTS

13.1 Each Unit Owner shall have an easement in common with all other Unit Owners to use all General Common Elements located in the Building, including those located in any of the other Units or elsewhere on the Property, that serve such Unit Owner's Unit, including an easement to connect to existing utilities, including, but not limited to, utilities for gas, electricity, steam and ventilation. Each Unit shall be subject to an easement in favor of all Unit Owners of other Units to use all Common Elements located in such Unit that serve such other Units.

13.2 Unit Owners shall have the right to access any portion of the Building and Project reasonably necessary to gain access to the Parking and the bicycle parking located on sub-cellar 2 level, subject to determinations of the Condominium Board. One or more easements have been granted over neighboring properties to permit access for these purposes.

13.3 Residential Unit Owners shall have the right to access any portion of the Building and Project reasonably necessary to gain access to the HOA Improvements located inside and outside of the Building, subject to determinations of the Board of Directors of the Homeowners Association (the "HOA Board"). A Declaration of Covenants, Conditions, Easements and Restrictions of Tangram Homeowners Association, Inc. (the "HOA Declaration") is recorded or will be recorded to permit access for these purposes.

13.4 The Condominium Board or its agent, to the extent the Condominium Board is permitted by the By-Laws to act for such purposes, shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair and replace the Common Elements contained therein and elsewhere on the Property.

13.5 Declarant and its affiliates, invitees, licensees, contractors, subcontractors, agents and employees will have a right of access to each Unit and all of the Common Elements for purposes of completing construction of the Building and the rest of the Project or performing repairs in or about Units or in fulfilling Declarant's obligations under the Plan or for any lawful purpose, provided Declarant (i) repairs any resulting damage to the Unit or the Common Elements, as the case may be, (ii) restores the Unit or the Common Elements, as the case may be, to substantially the condition they were in prior to Declarant's entry, and (iii) provides reasonable prior notice to the owner of the Unit to which access is required, the Condominium Board in the case of the Common Elements, or the HOA Board in the case of HOA Improvements.

13.6 Further, for so long as there are any unsold units in the Building or units owned by Declarant or its affiliates in the Development Area and/or there are any units in the Development Area as to which any permitted construction or development has not been completed, Declarant and its affiliates will have the right to use the Development Area, and to have their employees and invitees on any portion of the Development Area, for any purpose

without obtaining the consent of the Homeowners Association, the Condominium Board or any Unit Owner.

13.7 All easements and rights of access described in this Article 13 shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Retail Unit and the Parking Unit or with the use of the Residential Units for their permitted purposes. Such entries shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other Persons, or required to avoid the suspension of any necessary service in the Building).

ARTICLE 14

EASEMENTS AND NAME OF CONDOMINIUM

14.1 Except as set forth in this Declaration, each Residential Unit Owner shall have, in common with all other Residential Unit Owners, an easement for the use of the Residential Common Elements and any Facilities located therein and, in common with all Unit Owners, an easement for the use of the General Common Elements and any Facilities located therein; including, but not limited to, such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Residential Unit Owner's Unit.

14.2 Except as set forth in this Declaration, the Retail Unit Owner shall have an easement for the use of the Retail Common Elements and any Facilities located therein and, in common with all Unit Owners, an easement for the use of the General Common Elements and any Facilities located therein, including, but not limited to, such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, the Retail Unit.

14.3 Except as set forth in this Declaration, the Parking Unit Owner shall have an easement for the use of the Parking Common Elements and any Facilities located therein and, in common with all Unit Owners, an easement for the use of the General Common Elements and any Facilities located therein, including, but not limited to, such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, the Parking Unit.

14.4 Each Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the Units, and for the use of any Common Element, to the extent necessitated by an emergency.

14.5 The Condominium Board and HOA Board shall have and each Unit shall be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements or Limited Common Elements located in, over, under, through or upon any Unit or any other Common Elements or elsewhere on the Property and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration,

rebuilding, restoration or replacement of the Common Elements or the Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than one days' notice, except that no notice will be necessary in the case of an emergency.

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

14.7 The Retail Unit Owner and the Parking Unit Owner shall, to the extent permitted by Applicable Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs, canopies, flags or awnings or other protrusions on the Building to the roof of the parapet of the second floor, and also within the Building and/or on the Property, for the purposes of advertising (i) the sale or lease of all or any portion of the Retail Unit or the Parking Unit and (ii) the operation of any business of a tenant or occupant of all or any portion of the Retail Unit or the Parking Unit.

14.8 Declarant shall, to the extent permitted by Applicable Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs, canopies, flags or awnings or other protrusions on or inside any part of the Building and on any part of the Property, for the purposes of advertising (i) the sale or lease of any Unit or any portion thereof and (ii) the operation of any business of Declarant, a tenant, occupant, managing agent or operator of all or any portion of any Unit.

14.9 Declarant, the Condominium Board and the HOA Board shall have the right to grant such additional electric, gas, steam, ventilation or other easements for utilities, support or otherwise or relocate any easements in any portion of the Property and Development Area as Declarant, the Condominium Board or the HOA Board shall deem necessary or desirable for the proper operation and maintenance of the Building and the Development Area or any portion thereof, or to complete the Building and HOA Improvements as described in the Plan or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that the Condominium Board and HOA Board shall not grant such additional easements within the Retail Unit, the Retail Common Elements, the Parking Unit or the Parking Common Elements without the consent of the Retail Unit Owner or Parking Unit Owner thereof and provided further that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Retail Unit or the Parking Unit or with the use of the Residential Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Retail Unit or the Parking Unit or with the use of the Residential Units for their permitted purposes.

14.10 Declarant, the Retail Unit Owner and the Parking Unit Owner shall have, and the Units and Common Elements shall be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace lights and light fixtures, satellite dishes and similar equipment, and advertisements on the roofs and facade of the Building and elsewhere on the Common Elements and the conduits and other Facilities relating thereto, and to retain any and all income derived therefrom, and (b) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof. The Condominium shall not be entitled to any portion of any fees, compensation or other profits received by the Retail Unit Owner, Parking Unit Owner or Declarant or its assignees or licensees for the use of the aforesaid easements or equipment. Any satellite dishes and other Facilities placed upon the roof and the facade of the Building and elsewhere on the Common Elements by Declarant or its designees or licensees or the Retail Unit Owner or the Parking Unit Owner shall be the exclusive property of Declarant or its designees or licensees or the Retail Unit Owner or the Parking Unit Owner as the case may be, and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto. Notwithstanding the foregoing, additional utilities or the relocation of existing utilities may not be installed in the Retail Unit, the Retail Unit Common Elements, the Parking Unit or the Parking Unit Common Elements without the consent of the Retail Unit Owner or the Parking Unit Owner, as the case may be, and access to any Unit or Common Element in furtherance of such easement shall be exercised in a manner that will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Retail Unit or the Parking Unit or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

14.11 The Declarant, the Residential Unit Owners, the Retail Unit Owner, the tenants and employees of the foregoing and their invitees and the general public shall have an easement to enter the Retail Unit from the adjoining retail areas in the Podium. This easement is intended to be reciprocal such that the Declarant, the Residential Unit Owner, the Retail Unit Owner, the tenants and employees of the foregoing and their invitees and the general public shall have an easement to enter the retail areas in the Podium. The Retail Unit and the rest of the retail areas in the Podium are all structurally interconnected such that it is intended that there will be no evidence within the retail areas of a separation between any of the structures in the Project.

14.12 The Declarant, the Residential Unit Owners, the Retail Unit Owner, the Parking Unit Owner, the tenants and employees of the foregoing and their invitees, and the general public shall have an easement to enter the Parking Unit from the adjoining parking areas in the Podium. This easement is intended to be reciprocal such that the Declarant, the Residential Unit Owners, the Retail Unit Owner, the Parking Unit Owner, the tenants and employees of the foregoing and their invitees and the general public shall have an easement to enter the rest of the parking areas in the Podium. The Parking Unit and the rest of the parking areas in the Podium are all structurally interconnected such that it is intended that there will be no evidence within the Parking of a separation between any of the structures in the Project.

14.13 Declarant, the Retail Unit Owner, the Parking Unit Owner and the Residential Unit Owners and the tenants and employees of the foregoing and their invitees and the general public shall have a perpetual, irrevocable easement over the Units and the Common Elements for motor vehicle and pedestrian ingress, egress and access to the Parking Unit and Retail Unit, provided such easement does not interfere with the use of any Unit for its intended purpose.

14.14 For so long as they are combined, the Parking Unit Owner and Retail Unit Owner shall have a perpetual irrevocable easement over such Units as may be adjacent to its Parking Unit or Retail Unit and/or to which its Parking Unit or Retail Unit is subjacent, for the construction, existence, use, maintenance, repair and replacement of its Parking Unit or Retail Unit and any facilities contained therein, as well as the existence, use, maintenance, repair and replacement of all entrance/exit ramps and rights of way.

14.15 The Parking Unit Owner and Retail Unit Owner shall have the right (but not the obligation) to penetrate the external walls of the Building (including any foundation walls) and the walls of any improvement adjacent to its Units to cause portions of its Parking Unit or Retail Unit to be linked and/or interconnected with any other parking area or retail area in the Podium, provided that such penetration complies with applicable law and does not adversely affect the structural integrity of the Building or any other building or improvement. Such right may be exercised by the owner of a Parking Unit or Retail Unit without obtaining the consent of the Condominium Board or the HOA Board. If written approval is required by any governmental authority, the Board shall provide same within ten (10) days following a written request by the Parking Unit Owner or Retail Unit Owner.

14.16 The Parking Unit Owner and the Retail Unit Owner shall have an easement over the Units and Common Elements adjacent to or above the Parking Unit for the construction, use, maintenance, repair and replacement of entrance/exit ramps into the Parking Unit.

14.17 The Parking Unit Owner and Retail Unit Owner shall have a perpetual, irrevocable easement for the construction, existence, use, maintenance, repair and replacement of all utility lines, conduits, wires, ducts, drains, shafts, equipment and facilities that serve the Parking Unit or Retail Unit.

14.18 Declarant intends to make available 134 paid vehicular parking spaces and 96 paid bicycle parking spaces available for the Residential Unit Owners in this Condominium on the sub-cellar level 3 in the Podium. The residential parking will initially be operated as a valet parking garage, although it may become a self-parking garage. Automobile access to the residential parking is by means of a concrete ramp from the Building street frontage along 39th Avenue. The Parking will be managed by the Parking Unit Owner or a separate operator; the Residential Unit Owners will contract directly with the Parking Unit Owner or the operator for hourly, daily, weekly, monthly or other rates. If access to the residential parking spaces in the neighboring Tangram House West Condominium and Hotel Condominium are not available because the Parking has not been completed, interim parking locations will be provided for the valet parking. The bicycle parking spaces reserved for the Residential Unit Owners will be

located in the portion of the Building identified as "Bicycle Storage" on the Floor Plans. If the Board of this Condominium later determines that the amount of parking provided is no longer needed, the Board may modify the use of some or all of the parking area.

14.19 Paid parking for all of the retail space in the Project, including parking for the Retail Unit, will be on sub-cellar levels 1, 2 and 3 of the entire parking garage throughout the Podium. Initially, parking on sub-cellar levels 1 and 2 will be self-parking and parking on sub-cellar level 3 will be valet parking, but these operations may change. Payments for the use of the retail parking spaces will be determined by the Parking Unit Owner or the operator and will be made directly by the user to the Parking Unit Owner or the operator. Tangram Tower Condominium does not contain parking; the unit owners at Tangram Tower Condominium and their visitors will park in the Parking Unit in this Condominium and the parking units in the Tangram House West Condominium and the Hotel Condominium. In addition, the parking in the Project will be open to the general public. Automobile access to the retail parking is by means of the concrete ramp along 39th Avenue or the concrete ramp from College Point Boulevard. Bicycle parking spaces reserved for the Retail Unit Owner will be located inside the Retail Unit.

14.20 Residential unit owners in the Tangram House West Condominium who purchase a storage license will have an easement to access and use the storage units located on sub-cellar 1 and sub-cellar 3 in this Condominium.

14.21 The unit owners in the Tangram House West Condominium, the Hotel Condominium and the Tangram Tower Condominium will have an easement to access and use the bicycle storage located on sub-cellar 2 in the Parking Unit in this Condominium.

14.22 The Retail Unit Owner and its tenants and business associates shall have a perpetual, irrevocable easement to access and use the retail loading berth located on the Residential Street Level Plaza.

14.23 The Condominium Board and the Managing Agent and the employees of the foregoing shall have an easement across the corridors on the second floor and the open areas located between the Building and the Hotel Condominium (which are Residential Common Elements), to transfer refuse from the Storage/Trash Compactor Room on the second floor to the Loading Dock located in the Podium. Access to the Loading Dock will be through an elevator in the Hotel Condominium. In the event that access to the Loading Dock is not available because a temporary certificate of occupancy has not been issued for the Loading Dock, the Condominium Board and the Managing Agent and the employees of the foregoing shall have an easement to use the residential passenger elevators and traverse across the residential lobby to dispose of refuse on the sidewalk fronting the Building along 39th Avenue.

14.24 The Condominium Board, the Managing Agent, the Retail Unit Owner (or tenant thereof) and the Parking Unit Owner (or tenant thereof), and the employees of the foregoing shall have an easement across the Parking Unit to transfer refuse from the Retail Unit and the

Parking Unit to the Loading Dock. The Loading Dock is accessed via freight elevators located on the 2nd floor in the Hotel Condominium and stop at the Loading Dock located on the first floor. In the event that access to the Loading Dock is not available because a temporary certificate of occupancy has not yet been issued for the Loading Dock, refuse disposal shall be from the sidewalk fronting the Building along 39th Avenue.

14.25 The Unit Owners, Declarant, all tenants of the foregoing and other occupants of the Units, the Selling Agent, the Managing Agent, the Homeowners Association, and all officers, directors, partners, employees, agents, guests, invitees and licensees of each of the foregoing shall have, in common with all of the others, easements across the Development Area for purposes related to the operation of the Homeowners Association. These easements are set forth in the HOA Declaration that is recorded or will be recorded in the Register's Office.

14.26 Generally, each Unit Owner and the other unit owners in the Project and their occupants will have an easement for the use and enjoyment of the HOA Property and HOA Improvements for their intended purposes. Specifically, the HOA Property and HOA Improvements hereinafter set forth are subject to easements in favor of the HOA for management purposes and in favor of occupants of certain condominiums (if and when constructed) as follows:

(1) The fitness room, lounge/library/pantry and toilets located on the second floor of the Condominium are for the use of the Permitted Occupants of the Condominium and Tangram House West Condominium.

(2) The corridors on sub-cellar three, sub-cellar two and sub-cellar one, the ground floor, and the lobby floor of the Condominium are for the use of the Permitted Occupants of the Condominium and the Tangram House West Condominium.

(3) The garage elevators running from sub-cellar three to the second floor of the Condominium are for the use of the Permitted Occupants of the Condominium and the Tangram House West Condominium.

(4) The laundry room on the ground floor and the management offices and building staff areas on the ground floor, lobby floor and second floor of the Condominium are for the use of the Permitted Occupants of the Condominium and the Tangram House West Condominium.

(5) The street lobby, front desk and package room in the lobby of the Condominium are for the use of the Permitted Occupants of the Condominium and the Tangram House West Condominium.

(6) The library, lounge, meeting room, kitchenette and toilets intended to be constructed in the second floor of the Hotel Condominium are exclusively for the use of the Permitted Occupants of the Condominium and the Tangram House West Condominium.

(7) The children's playroom intended to be constructed on the second floor of the Tangram House West Condominium are exclusively for the use of the Permitted Occupants of the Condominium and the Tangram House West Condominium.

(8) The lobby and elevator on the third and fourth floor for access to the hotel pool gym and spa intended to be constructed at the Hotel Condominium are for the use of the Permitted Occupants of the Condominium, the Tangram House West Condominium and the Hotel Condominium.

(9) The lobby and elevator on the second floor for access to the hotel pool, gym and spa intended to be constructed at the Hotel Condominium is for the exclusive use of the Permitted Occupants of the Condominium and the Tangram House West Condominium.

(10) The indoor pool on the third floor intended to be constructed at the Hotel Condominium are for the use of the Permitted Occupants of the Condominium, the Tangram House West Condominium and the Hotel Condominium.

(11) The hotel fitness and spa center on the fourth floor intended to be constructed at the Hotel Condominium are for the use of the Permitted Occupants of the Condominium, the Tangram House West Condominium and the Hotel Condominium.

(12) The exterior open space with landscaping at all three condominiums including the tennis court are exclusively for the use of the Permitted Occupants of the Condominium and the Tangram House West Condominium. If a fitness center is built in the Tangram House West Condominium, the Condominium Board of Tangram House South may modify the use of the fitness center in the Tangram House South Condominium, provided such area remains Residential Common Elements for the use of the Residential Unit Owners (and the residential unit owners of the Tangram House West Condominium, if the Homeowners Association is operational). In that case, the Declaration will be amended to reflect the change in use.

14.27 The Condominium and the Building shall be designated and known as "Tangram House South Condominium," and shall use the address 133-27 39th Avenue, Flushing, New York. Declarant shall own and control all rights and interests, and shall be responsible for all obligations and liabilities, appurtenant to the name of the Condominium and the Building. For so long as Declarant owns any Units in the Building, only Declarant shall have the right to change or assign the name of the Condominium and the Building.

14.28 The Retail Unit Owner shall have the exclusive right to use the address 133-33 39th Avenue, Flushing, New York as the address for the Retail Unit for purposes of mail and otherwise.

14.29 The Parking Unit Owner shall have the exclusive right to use the address 133-21 39th Avenue, Flushing, New York as the address for the Parking Unit for purposes of mail and otherwise.

ARTICLE 15

POWER OF ATTORNEY

15.1 Each Unit Owner shall grant to the Persons who shall from time to time constitute the Condominium Board and the Declarant an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine), following due authorization (if required) from the Unit Owners, (a) to acquire or lease any Unit, together with its Appurtenant Interest, whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or that becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the 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 Residential Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine, (b) to commence, pursue, appeal, settle and terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other actions that the Condominium Board deems necessary or appropriate and (c) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium; and (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium that the Condominium Board deems necessary or appropriate.

15.2 Each Unit Owner shall grant to the Declarant a power of attorney to amend the Condominium Declaration and to effectuate the rights granted to Declarant under the Declaration and By-Laws to exercise its right of first refusal.

ARTICLE 16

ACQUISITION OF UNITS BY THE CONDOMINIUM BOARD

16.1 If (a) any Unit Owner, pursuant to the provisions of Section 339-x of the Condominium Act, surrenders his Unit, together with its Appurtenant Interest, (b) the Condominium Board, pursuant to Article 8 of the By-Laws, acquires a Residential Unit, together with its Appurtenant Interest, or leases a Unit, or (c) the Condominium Board purchases a Unit, together with its Appurtenant Interest, at a foreclosure or other similar sale, then, in any such event, title to any such Unit, together with its Appurtenant Interest, or the leasehold estate in any such Unit, as the case may be, shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

16.2 At a time determined by Declarant, Declarant shall sell Unit 2A to the Condominium and the Tangram House West Condominium, if it is built, to be occupied by the resident manager of the Condominium and the Tangram House West Condominium, if it is built (the "Resident Manager's Unit"). It is anticipated that title to the Resident Manager's Unit, together with its Appurtenant Interest, shall be held by both the Condominium Board, or its designee, and the condominium board of the Tangram House West Condominium, or its designee, on behalf of all residential unit owners in both condominiums, as tenants in common.

The Residential Unit Owners in this Condominium will contribute 60.22% to the purchase price of the Resident Manager's Unit plus 60.22% of closing costs and the residential unit owners in the Tangram House West Condominium will contribute 39.78% to the purchase Price plus 39.78% of closing costs. The Purchase Price plus closing costs totals $1,018,850 (the "Total Cost"). To accomplish this, each purchaser under the Plan will be required to pay at the closing of his or her Unit a portion of the 60.22% of the Total Cost, determined in accordance with such Unit's Residential Common Interest (excluding the Resident Manager's Unit from the calculation). Such payment shall be made payable to the Escrow Agent under the Plan who shall hold the payment in escrow in an interest-bearing escrow account until Declarant wishes to sell the Resident Manager's Unit. At such time as Declarant wishes to sell the Resident Manager's Unit, the Tangram House West Condominium will contribute the remaining 39.78% of the Total Cost, so that the Resident Manager's Unit can be purchased with cash.

If the Tangram House West Condominium is not built, the Resident Manager shall only be employed by this Condominium. This Condominium Board may assess each Residential Unit Owner in this Condominium in proportion to their respective Residential Common Interests for the remaining 39.78% of the Total Cost in order to purchase the Resident Manager's Unit from Declarant. At Declarant's option, the Condominium Board may instead borrow the remaining 39.78% of the Total Cost from Declarant or a lender and repay the loan over time, with interest, through payments made by the Residential Unit Owners in accordance with the Unit's Residential Common Interest (excluding the Resident Manager's Unit from the calculation).

ARTICLE 17

COVENANTS RUNNING WITH THE LAND

17.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations that are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article 17, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and such owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any other party. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply

with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into 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 or use and occupancy agreement thereof.

17.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other Applicable Law to the extent permitted under such Applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is not included in this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

17.3 Subject to Section 17.2, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under 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.

ARTICLE 18

AMENDMENTS OF DECLARATION

18.1 Subject to the provisions contained herein or in the By-Laws (including, but not limited to, Section 13.2 of the By-Laws) with respect to amendments, modifications, additions or deletions affecting Declarant, any Unsold Residential Units, the Retail Unit, the Retail Unit Owner, the Parking Unit, or the Parking Unit Owner, (a) any provision of this Declaration may

be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws; (b) any provision of this Declaration benefiting, protecting or otherwise affecting only the Residential Section or the Residential Unit Owners may be added to, amended, modified or deleted by vote of at least 66-2/3% in number and in Common Interest of all Residential Unit Owners taken in accordance with the provisions of the By-Laws; (c) any provision of this Declaration benefiting, protecting or otherwise affecting only the Retail Unit or the Retail Unit Owner may be added to, amended, modified or deleted by the Retail Unit Owner; and (d) any provision of this Declaration benefiting, protecting or otherwise affecting only the Parking Unit or the Parking Unit Owner may be added to, amended, modified or deleted by the Parking Unit Owner. In no event, however, may the Common Interest appurtenant to a Unit be altered without the written consent of the Unit Owners directly affected thereby. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or any Unsold Residential Units or the Retail Unit or the Retail Unit Owner or the Parking Unit or the Parking Unit Owner, no amendment, modification, addition or deletion pursuant to the provisions of clause (a) or (b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgage Representatives, if any. No such amendment, modification, addition or deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant, any Unsold Residential Units, the Retail Unit, the Retail Unit Owner, the Parking Unit, or the Parking Unit Owner, any amendment, modification, addition or deletion shall be executed by the Condominium Board as attorney-in-fact, coupled with an interest, for the Unit Owners, the Residential Unit Owners, the Retail Unit Owner or the Parking Unit Owner, as the case may be. Subject to the foregoing provisions of this Section 18.1 and the rights of Declarant under Articles 7, 8, 9, 11, 12, 13, 14, 15 and 19, and the Retail Unit Owner and Parking Unit Owner under Articles 7, 9, 12, 13 and 14 of this Declaration, Articles 7, 8, 9, 11, 12, 13, 14, 15 and 19 of this Declaration may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Residential Mortgage Representatives, as the case may be, as set forth above) 95% in number and in Common Interest of all Unit Owners affected thereby, or if only the Retail Unit is affected, such Retail Unit Owner, or if only the Parking Unit is affected, such Parking Unit Owner, or if only Residential Units are affected, 80% in number and in Common Interest of such Residential Unit Owners, approve such amendment, modification, addition or deletion in the manner set forth above.

18.2 If the number of rooms in an Unsold Residential Unit is changed, or the use, size or number of Unsold Residential Units is changed (whether as a result of a subdivision or combination of Unsold Residential Units or alteration of boundary walls between Unsold Residential Units, or otherwise) and the appurtenant Common Interests of Units are reapportioned as a result thereof, all in accordance with Article 8 hereof, then Declarant shall have the right to execute, or (upon its request) to require any other Unit Owner or the Condominium Board to execute, and record in the Register's Office and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as Declarant deems appropriate to effectuate the same) reflecting such change in the number of rooms in an

Unsold Residential Unit or in the use, size or number of Unsold Residential Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the Common Interests of Units resulting therefrom, all without the approval of the Condominium Board, the Unit Owners or the Residential Mortgage Representatives, if any. Nothing contained in this Section 18.2 shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the owner of such Unit.

18.3 If (a) the number of rooms in the Retail Unit or the size of the Retail Unit is changed and the Common Interests appurtenant to such Retail Unit belonging to the Unit Owner causing such change is reapportioned among any newly created Retail Units resulting from any subdivision of a Retail Unit, any combining of any Retail Units resulting from a subdivision, or any alteration of the boundary walls between or among any newly created Retail Units, or otherwise, or (b) a Retail Common Element is designated as part of a newly created Retail Unit, or part of a Retail Unit is designated as a newly created Retail Common Element, all in accordance with Article 9 hereof, then the Retail Unit Owner causing any such change shall have the right to execute, or to require upon request the Condominium Board to execute, and record in the Register's Office, and elsewhere, if required by law, an amendment to this Declaration, together with such other documents as such Retail Unit Owner deems appropriate to effectuate the same reflecting (i) such change in the number of rooms in or size of any Retail Unit; (ii) the subdivision of the Retail Unit into separate condominium units; (iii) any newly created condominium units resulting from a subdivision; (iv) the alteration of boundary walls between or among any newly created condominium units, or otherwise; (v) the reapportionment of the Common Interests among such newly created condominium units; (vi) such designation of a Retail Common Element as part of a newly created condominium unit; (vii) or such designation of part of a Retail Unit as a newly created Retail Common Element; all without the approval of the Condominium Board or the HOA Board, the Unit Owners or the Residential Mortgage Representatives, if any. Nothing contained in this Section 18.3 shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

18.4 If (a) the size of the Parking Unit is changed and the Common Interests appurtenant to such Parking Unit belonging to the Unit Owner causing such change is reapportioned among any newly created Parking Units resulting from any subdivision of a Parking Unit, any combining of any Parking Units resulting from a subdivision, or any alteration of the boundary walls between or among any newly created Parking Unit, or otherwise, or (b) a Parking Common Element is designated as part of a newly created Parking Unit, or part of a Parking Unit is designated as a newly created or Parking Common Element, all in accordance with Article 9 hereof, then the Parking Unit Owner causing any such change shall have the right to execute, or to require upon request the Condominium Board to execute, and record in the Register's Office, and elsewhere, if required by law, an amendment to this Declaration, together with such other documents as such Parking Unit Owner deems appropriate to effectuate the same reflecting (i) such change in the number of rooms in or size of any Parking Unit; (ii) the subdivision of the Parking Unit into separate condominium units; (iii) any newly created

condominium units resulting from a subdivision; (iv) the alteration of boundary walls between or among any newly created condominium units, or otherwise; (v) the reapportionment of the Common Interests among such newly created condominium units; (vi) such designation of a Parking Common Element as part of a newly created condominium unit; (vii) or such designation of part of a Parking Unit as a newly created Parking Common Element; all without the approval of the Condominium Board, the Unit Owners or the Residential Mortgage Representatives, if any. Nothing contained in this Section 18.4 shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

18.5 Amendments, modifications, additions or deletions of or to this Declaration, the By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Retail Unit or Parking Unit or with the subdivision, combination or alteration of the Retail Unit or Parking Unit, or of any newly created Retail Units or Parking Units and/or the offering for sale or lease of all or any portion of a Retail Unit or Parking Unit; and in connection therewith the Condominium Board (or, when permitted, a Retail Unit Owner or Parking Unit Owner after any subdivision) may cause this Declaration, the By-Laws, and the Rules and Regulations to be so amended, modified, added to or deleted from, and the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners. In the case of any such amendment, modification, addition or deletion that does not adversely affect the Residential Section or the Residential Unit Owners, the Condominium Board shall be the attorney-in-fact, coupled with an interest, for the Residential Unit Owners for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion.

18.6 The provisions of Sections 18.1, 18.2 and 18.5 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant so long as Declarant owns a Unit, and the provisions of Sections 18.1, 18.3, 18.4 and 18.5 may not be modified, amended, added to or deleted, in whole or in part, without the written consent of the Retail Unit Owner or Parking Unit Owner, as the case may be, or, if the Retail Unit or Parking Unit is subdivided, more than 50% of the Retail Unit Owners or Parking Unit Owners, as the case may be.

ARTICLE 19

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 95% of all Unit Owners, both in number and in aggregate Common Interests. No such vote shall be effective without the written consent of Permitted Mortgagees that represent at least 51% of the Units that are subject to Permitted Mortgages. The Declarant shall not vote the aggregate Common Interests

appurtenant to its Units for such withdrawal unless at least 95%, both in number and in aggregate Common Interests, of all other Unit Owners so elect for such withdrawal, at which time the Declarant may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit. In the event that such withdrawal is so authorized, but only in such event, 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 the sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such net proceeds, all liens on the Unit Owner's Unit, in the order of priority of such liens.

ARTICLE 20

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 21

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 22

CERTAIN REFERENCES

22.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

22.2 The terns "herein," "hereof' or "hereunder" or similar terns used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

22.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 23

SEVERABILITY

Subject to the provisions of Sections 17.2 and 17.3, if any provision of this Declaration is invalid or unenforceable as against any Person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

ARTICLE 24

COVENANT OF FURTHER ASSURANCES

24.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Condominium Board or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24.2 If any Unit Owner, the Condominium Board or any other Person who is subject to the terms of this Declaration fails, within ten (10) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action that such Unit Owner or other Person is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner or other 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, Board or other Person.

24.3 If any Unit Owner, the Condominium Board or any other Person who is subject to the terms of this Declaration fails, within ten (10) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action that such Unit Owner, the Condominium Board or such other Person is required to execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant, then Declarant is hereby authorized, as attorney-in-fact for such Unit Owner, the Condominium Board or such 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, the Condominium Board or such other Person, and such document or action shall be binding on such Unit Owner, the Condominium Board or such other Person, as the case may be.

ARTICLE 25

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant, or, with the consent of Declarant, any transferee of some or all of the Unsold Residential Units then owned by Declarant. The rights and/or obligations of the Retail Unit Owner as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Retail Unit Owner. The rights and/or obligations of the Parking Unit Owner as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Parking Unit Owner. Subject to the foregoing, Declarant, the Retail Unit Owner and/or the Parking Unit Owner, as the case may be, shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 26

CONSENTS

Whenever the consent, approval, satisfaction or permission of Declarant is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Declarant no longer owns any Units.

ARTICLE 27

INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; and (v) the Floor Plans, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the ___ day of _____, 20__.

Tangram House South Sponsor LLC

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ___ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land with the building and improvements erected, situate, lying and being in the borough and county of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 39th Avenue (formerly Locust Street), distant 116.83 feet easterly from the corner formed by the intersection of the northerly side of 39th Avenue with the easterly side of College Point Boulevard (formerly Lawrence Street);

RUNNING THENCE northerly at right angles to the northerly side of 39th Avenue, 160.08 feet;

THENCE easterly forming an interior angle 90 degrees 07 minutes 40 seconds with the preceding course, 297.20 feet;

THENCE southerly parallel with Prince Street, 18.87 feet;

THENCE easterly along a line forming an exterior angle of 87 degrees 49 minutes 48 seconds with the preceding course, 7.58 feet;

THENCE southerly forming an interior angle of 88 degrees 40 minutes 38 seconds with the preceding course, 142.05 feet to the northerly side of 39th Avenue;

THENCE westerly along the northerly side of 39th Avenue, 304.50 feet to the point or place of beginning.

EXHIBIT B

Unit Designation	Tax Lot Number	Location (in Portion of Building Facing Direction Set Forth below)	Approximate Area of Unit in Sq. Ft.	Number of Bedrooms/Baths	Common Elements to which Unit has Immediate Access	Approximat Area of Limited Common Elements appurtenant Unit in Sq. F
To be completed prior to recording.						

EXHIBIT C
DEFINITIONS

For convenience of presentation, definitions of certain of the terms used in the Declaration are set forth below:

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

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

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

"Arbitration" shall have the meaning ascribed to such term in Section 2.2.1 of the By-Laws.

"Condominium Board" shall have the meanings ascribed to such term in Section 2.1.1 of the By-Laws.

"Building" means the structure and improvements, including above- and below-grade segments, known as 136-20 38th Avenue, Flushing, New York 11354 in which the Units are located.

"By-Laws" shall have the meaning ascribed to such term in Section 2.2 of the Declaration.

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

"Common Charges" means assessments payable to the Condominium Board by the Unit Owners for the purpose of meeting Common Expenses.

"Common Elements" means all parts of the Property other than the Units; the Common Elements consist of the General Common Elements and the Limited Common Elements.

"Common Expenses" means costs and expenses incurred or projected and attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements and as otherwise provided in the Declaration and the By-Laws.

"Common Interest" means the undivided interest in the Common Elements appurtenant to a Unit, expressed as a percentage.

"Condominium Act", means the provisions of 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 Board" means the governing body of the Condominium.

"Construction Lender" means HSBC as agent or such other first mortgagee providing a construction financing for the construction of the Building.

"CPI Factor" means the fraction, expressed as a percentage, the numerator of which is the Consumer Price Index (defined below) for January of the year with respect to which the calculation of the CPI Factor is being made, and the denominator of which is the Consumer Price Index for January of the year in which this Declaration was recorded. The "Consumer Price Index" is the Consumer Price Index for all Urban Consumers, New York-Northeastern New Jersey, All Items, (1982-84=100), issued by the Bureau of Labor Statistics of the United States Department of Labor, or any successor index thereto, appropriately adjusted, If such Consumer Price Index shall hereafter be converted to a different standard reference base or a change is made in the term components or the number of items contained in such Consumer Price Index, or if such Consumer Price Index is altered, modified, converted or revised in any other way, such Consumer Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing such Consumer Price Index in effect at the date this Declaration was recorded not been altered. In the event that such Consumer Price Index is no longer issued, the parties shall use such conversion factor, formula or table as may be published by Prentice Hall, Inc., or failing such publication, by any other nationally recognized publisher of similar statistical information as is then generally recognized and accepted for similar determinations of cost-of-living increases, as selected by the Condominium Board.

"Declarant" means, collectively, Tangram House South Sponsor LLC, a Delaware limited liability company, and any Sponsor Successor or any designee in writing.

"Declaration" means this declaration as executed by Tangram House South Sponsor LLC for the purpose of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof, as the same may be amended from time to time.

"Development Area" means the parcels subject to the HOA Declaration.

"Facilities" means all personal property and fixtures now or hereafter existing in, on or under the Land or the Building and either existing for the common use of two or more Units or Unit Owners or necessary or convenient for the existence, maintenance or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing, fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drains, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, draperies, shades, window coverings, wallpaper, wall coverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

"Family Member" means, with respect to any natural person, such person's spouse, sibling, lineal descendant and ancestor (in each case, including by adoption).

"First Closing," or words of similar import, means the date on which fee title to a Residential Unit is first conveyed to a Purchaser pursuant to the Plan.

"First Year's Budget" shall have the meaning ascribed to such term in Section 2.3.1.1(c) of the By-Laws.

"Floor Plans" means the floor plans of the Building (showing, among other things, the layout, location and approximate dimensions of the Units) to be filed in the Register's Office simultaneously with the recording of the Declaration, together with any amendments and supplements thereto.

"General Common Elements" shall have the meaning ascribed to such term in Section 6.5 of the Declaration

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

"HOA Charges" means the aggregate amount of money necessary to be charged to the Voting HOA Members of the Homeowners Association in order to meet the anticipated HOA Expenses.

"HOA Declaration" means the Declaration of Covenants, Conditions, Easements and Restrictions of Tangram Homeowners Association, Inc., as amended from time to time pursuant to the terms thereof, which has been recorded in the Register's Office.

"HOA Expenses" means the anticipated expenses of the Homeowners Association.

"HOA Rules and Regulations" means the rules and regulations of the Homeowners Association annexed to the HOA Declaration as Exhibit C, as amended, modified, deleted from or added to from time to time, pursuant to the terms of the HOA Declaration.

"HOA Improvements" means the areas and amenities located in the Condominium, the Tangram House West Condominium and Hotel Condominium, as and when such condominiums are built, which the Homeowners Association will operate and maintain.

"Homeowners Association" means the Tangram Homeowners Association, Inc., which shall operate and maintain the HOA Improvements located in the Condominium and the rest of the Project.

"Hotel Condominium" shall have the meaning ascribed to such term in Section 6.1 of the Declaration.

"Initial Control Period" means the period ending on the earlier of (i) the closing of title with purchasers under the Plan to Units having more than 95% of the aggregate Common Interests appertaining to all Units or (ii) the twenty-fifth (25th) anniversary of the First Closing.

"Insurance Trustee" means a bank or trust company, in either event having both an office in the City of New York and a capital surplus and individual profits of $500,000,000 or more, from time to time appointed to serve as such by the Condominium Board. Initially the Insurance Trustee shall be the Construction Lender unless it declines to act as such.

"Land" means the parcel of land upon which the Building is situated, as more fully described in Exhibit A of the Declaration.

"Limited Common Elements" means the Residential Common Elements, the Residential Limited Common Elements, the Retail Common Elements and the Parking Common Elements.

"Loading Dock" means the loading dock at 133-36 37th Avenue, Flushing, New York which the Condominium and its Unit Owners will have an easement to use to deposit trash and recycling subject to paying a fee to the Declarant or any other owner of the Loading Dock.

"Managing Agent" means a Person employed by the Condominium Board as a managing agent or manager pursuant to Section 2.4 of the By-Laws who undertakes to perform such duties and services as the Condominium Board shall direct and who shall have whatever powers the Condominium Board shall delegate, subject to the limitations contained said Section 2.4.

"Majority of Residential Unit Owners" and "Majority of Unit Owners" shall have the meanings ascribed to such terms in Section 3.10 of the By-Laws.

"Parking" means the parking garage to be located in the condominium units located in the Condominium and at 133-36 37th Avenue and 37-09 College Point Boulevard, which are other buildings in the Project, initially owned by Declarant or an affiliate.

"Parking Common Elements" shall have the meaning ascribed to such term in Section 6.6 of the Declaration.

"Parking Unit" means any Unit designated as a Parking Unit in the Declaration.

"Parking Unit Owner" means any owner of a Parking Unit.

"Permitted Mortgage" shall have the meaning ascribed to such term in Section 7.6.1 of the By-Laws.

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

"Permitted Occupant" means the lawful occupants of the residential condominium units in this Condominium and Tangram House West Condominium and the lawful occupants of the Hotel Condominium Unit, or the hotel, as the case may be, and the guest of the foregoing.

"Person" means any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, limited liability company, organization, government or any department or agency thereof, or any other entity.

"Plan" means the offering plan for the establishment of condominium ownership of the Property, as filed with the New York State Department of Law, as the same may be amended from time to time.

"Project**"** means this Condominium located at 133-27 39th Avenue, the Tangram Tower Condominium located at 37-12 Prince Street, the Hotel Condominium located at 133-36 37th Avenue, and the Tangram House West Condominium located 37-09 College Point Boulevard in Queens, New York, block 4972, lots 65, 66, 67 and 68. The lots are part of the previous lot 65 which is being or has been subdivided.

"Property" means the Land, the Building constituting the Condominium, all other improvements erected or to be erected on the Land, all easements, rights, and appurtenances pertaining thereto and all other property, real, personal or mixed, used or intended to be used in connection therewith.

"Register's Office" means the Office of the Register of The City of New York.

"Residential Common Elements" shall have the meaning ascribed to such term in Section 6.6 of the Declaration.

"Residential Common Interest" means, with respect to a Residential Unit, the number, expressed as a percentage, obtained by dividing the Common Interest appertaining to such Residential Unit by the aggregate Common Interests appertaining to all Residential Units.

"Residential Limited Common Elements" shall have the meaning ascribed to such term in Section 6.6 of the Declaration.

"Residential Mortgage Representatives" shall have the meaning ascribed to such term in Section 7.6.1 of the By-Laws.

"Residential Section" shall have the meaning ascribed to such term in Section 5.1 of the Declaration.

"Residential Unit" means any Unit designated as a Residential Unit in the Declaration.

"Residential Unit Owner" shall have the meaning ascribed to such term in Section 5.1 of the Declaration.

"Retail Common Elements" shall have the meaning ascribed to such term in Section 6.6 of the Declaration.

"Retail Unit" means any Unit designated as a Retail Unit in the Declaration.

"Retail Unit Owner" shall have the meaning ascribed to such term in Section 5.1 of the Declaration.

"Rules and Regulations" means the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule A.

"Special Assessments" means the charges allocated and assessed against all Units by the Condominium Board and payable by the Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with Section 6.1.6 of the By-Laws.

"Sponsor Successor" means (i) any corporation, partnership, limited liability company or other entity that through amalgamation, consolidation, or other legal succession becomes invested with the rights and assumes the burdens of Tangram House South Sponsor LLC or (ii) any Person who, at any time, (a) purchases from Tangram House South Sponsor LLC, or otherwise succeeds to the ownership of (x) ten or more Units or (y) one or more Units then owned by the Declarant and is designated as a Sponsor Successor by the Declarant, and (b) is not purchasing such Units for his, her or its own occupancy or for occupancy by one or more of such Person's Family Members, and, in any case, shall also include any nominee holding any Unit for the account of the Person referred to in clause (i) or (ii) above. The phrase "owned by" shall include owned by any such nominee.

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

"Tangram House West Condominium" shall have the meaning ascribed to such term in Section 6.1 of the Declaration.

"Unit" means a space designated in the Declaration as a Residential Unit, a Retail Unit, or a Parking Unit, consisting, generally, of either a specific apartment or a portion of the retail or parking space in the Building.

"Unit Owner" shall have the meaning ascribed to such term in Section 5.1 of the Declaration.

"Unsold Residential Unit" means any Residential Unit that is owned or retained, by way of lease or any other arrangement by which management or financial responsibility is retained, by Declarant; or a Residential Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or the designee of a holder of such a Permitted Mortgage.

"Voting HOA Members" means the following members of the Homeowners Association: the Class A Members (the members of the condominium board of the Tangram House South Condominium), Class B Members (the members of the condominium board of the Tangram House West Condominium), the Class C Member (the owner of the Hotel Condominium Unit or the hotel, as the case may be) and the Class D Members (Declarant or its affiliates).

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

DOCUMENT NUMBER 7

EXHIBIT D

BY-LAWS

OF

TANGRAM HOUSE SOUTH CONDOMINIUM

133-27 39th Avenue
Flushing, New York 11354

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BY-LAWS

ARTICLE 1

GENERAL

1.1 **Purpose.** The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of the Land, the Building and all other improvements thereon (including, without limitation, the Units and the Common Elements), and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed real and personal, that is intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording in the Register's Office of the Declaration of which these By-Laws form a part.

1.2 **Definitions.** All capitalized terms used in these By-Laws not otherwise defined in any of the Articles hereof shall have the meanings set forth in the Declaration or in Exhibit C to the Declaration, unless the context otherwise requires. 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 otherwise requires. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

1.3 **Applicability of By-Laws.** These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other Persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations. The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration are accepted, ratified, and will be complied with.

1.4 **Principal Office of Condominium.** The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Queens reasonably convenient thereto, as may be designated from time to time by the Condominium Board.

1.5 **Tangram Homeowners Association.** The Condominium, the Hotel Condominium and the Tangram House West Condominium will be part of the Homeowners Association. The Homeowners Association will have easements to operate and maintain the HOA Improvements located in this Condominium, the Hotel Condominium and the Tangram House West Condominium, as and when such buildings are constructed. The Homeowners Association will determine the fees for the use of the HOA Improvements and will allocate such fees among the Voting HOA Members of the Homeowners Association, but the Condominium Board (and the condominium board of the Tangram House West Condominium) will collect fees

from the Unit Owners (and the unit owners in the Tangram House West Condominium) as Common Charges and will pay such funds to the Homeowners Association.

ARTICLE 2

BOARD OF MANAGERS

2.1 Number, Term and Qualification.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by the Condominium Board. From and after the first annual meeting of Unit Owners as provided in Section 3.1, the Condominium Board shall consist of seven (7) persons, five (5) persons elected by the Residential Unit Owners, one (1) person appointed by the Retail Unit Owner, and one (1) person appointed by the Parking Unit Owner, subject to the rights of Declarant pursuant to Subsection 3.9.3 below. Voting shall be in accordance with Section 3.8 below. The number of members of the Condominium Board may not be changed without consent of the Declarant so long as the Declarant owns any Units.

2.1.2 Each member of the Condominium Board, except for the first Condominium Board as provided in Section 2.5 and except as otherwise provided herein, shall be elected at the annual meeting of the Unit Owners and shall serve until the next annual meeting thereof and until successors have been elected and qualified. There shall be no limit on the number of successive terms a member of the Condominium Board may serve.

2.1.3 Except for members of the Condominium Board designated by Declarant, (a) all Residential Board Members shall be either Residential Unit Owners or officers, directors, shareholders, partners, principals, members, trustees, employees or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries or any other entities that own Residential Units, or receivers appointed for Permitted Mortgagees, (b) the Retail Board Member shall be the Retail Unit Owner or officer, director, shareholder, partner, principal, employee or beneficiary of a corporation, partnership, limited liability company, fiduciary or any other entity that owns the Retail Unit or a receiver appointed for a Permitted Mortgagee of the Retail Unit, and (c) the Parking Board Member shall be the Parking Unit Owner or officer, director, shareholder, partner, principal, employee or beneficiary of a corporation, partnership, limited liability company, fiduciary or any other entity that owns the Parking Unit or a receiver appointed for a Permitted Mortgagee of the Parking Unit. Additionally, no Unit Owner may be elected to serve on the Condominium Board if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien (and pay all expenses incurred by the Condominium Board, its committees, the Managing Agent or any agents of any of the foregoing in connection with the matter resulting in the perfection of the lien, including without limitation, attorneys' fees and expenses) has not been paid at the time of such election. After the expiration of the Initial Control Period, a majority of the Condominium Board must be Unit Owners who own Residential Units and who occupy their Residential Units and must not be related to Declarant or its principals. Other than members of the Condominium Board designated by Declarant, no member of the Condominium Board shall continue to serve after such member ceases to be qualified as set forth above.

2.2 **Powers and Duties.**

2.2.1 The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Condominium Board by the Unit Owners). Any determination, however, that adversely affects the Retail Unit, the Retail Unit Owner, the Parking Unit, or the Parking Unit Owner in a discriminatory manner (i.e., in a manner that is not the same as the manner in such determination affects the other Units or Unit Owners) or the use of the Retail Unit or Parking Unit in any way shall require the affirmative consent of the Retail Board Member or Parking Board Member, as the case may be. All other determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board as a whole. Any dispute between the Board Members with respect to whether any matter adversely affects the Retail Unit, the Retail Unit Owner, the Parking Unit or the Parking Unit Owner in a discriminatory manner or the use of the Retail Unit or the Parking Unit shall be settled by Arbitration, which shall be determined on the basis of what is in the best interests of the Condominium. As used herein the term "Arbitration" means arbitration conducted in accordance with the provisions of Article 11.

2.2.2 Subject to the provisions of Subsection 2.2.1 and without limiting the generality thereof, the Condominium Board shall be entitled to make determinations with respect to the following matters:

2.2.2.1 The operation, care, upkeep, maintenance, repair and replacement of the Common Elements and any Unit owned by the Board on behalf of Unit Owners, including contracts for utilities, services and supplies.

2.2.2.2 The amount of Common Charges and Special Assessments, if any, (subject to the limitations contained in Article 6).

2.2.2.3 The collection of Common Charges and Special Assessments, if any.

2.2.2.4 The employment and dismissal of the personnel necessary for the maintenance and operation of the Condominium.

2.2.2.5 The adoption of, and amendments and additions to, the Rules and Regulations.

2.2.2.6 Subject to Subsection 8.2 through 8.5, purchasing, leasing and otherwise acquiring in the name of the Condominium Board or its designee, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Condominium Board.

2.2.2.7 Purchasing Units at foreclosure or other similar sales, in the name of the Condominium Board or its designee, on behalf of all Unit Owners.

2.2.2.8 Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) Units acquired by, and subleasing Units leased by, the Condominium Board or its designee, on behalf of Unit Owners.

2.2.2.9 Making improvements to, or alterations of, the Common Elements or Units owned by the Condominium Board or its designee on behalf of Unit Owners.

2.2.2.10 Making repairs to and restorations of the Common Elements or (Units owned on behalf of Unit Owners) or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.11 Enforcing by legal and equitable means the terms, covenants and conditions contained in the Condominium Documents, and in connection therewith, to bring or defend against any proceedings, actions or suits that may be instituted on behalf of, or against, the Unit Owners.

2.2.2.12 Levying fines against Unit Owners for violations of the Rules and Regulations s (any such fines shall constitute Common Charges payable by the Unit Owner against whom they are levied).

2.2.2.13 Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.14 Borrowing money on behalf of the Condominium, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Common Elements; provided, however, that (i) the consent of at least 66 2/3% in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of $100,000, multiplied by the CPI Factor, in any one fiscal year (regardless of the balance of any loans outstanding from previous years), 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 consent of the owner of such Unit. If any sum borrowed by the Condominium Board pursuant to the authority contained in this Subsection 2.2.2.14 is not repaid by said Board, a Unit Owner who pays to the creditor a percentage thereof equal to the Common Interest appertaining to his Unit shall be entitled to obtain from the creditor a release of any judgment or other lien that said creditor has filed or has the right to file against such Unit. Neither the Retail Unit Owner nor the Parking Unit Owner shall be responsible for repaying any borrowing for any matter that solely benefits the Residential Unit Owners.

2.2.2.15 Organizing corporations and limited liability companies to act as designees of the Condominium Board with respect to such matters as the Condominium Board may determine.

2.2.2.16 Executing, acknowledging and delivering any declaration or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Building.

2.2.2.17 Executing, acknowledging, and delivering any consent, covenant, restriction, easement or declaration affecting the Property which the Condominium Board deems necessary or appropriate, including those documents in connection with the operation, use, maintenance, repair, replacement, alteration or addition to any property managed by the Homeowners Association.

2.2.2.18 Executing, acknowledging and delivering any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units for the benefit and on behalf of (i) all Residential Unit Owners, or (ii) for individual Residential Unit Owners, provided that each such Residential Unit Owner indemnifies the Condominium Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings, (iii) the Retail Unit Owner, who may appoint the Board to act on its behalf or take appropriate steps separately, or (iv) the Parking Unit Owner, who may appoint the Board to act on its behalf or take appropriate steps separately.

2.2.2.19 Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

2.2.2.20 Obtaining and reviewing insurance for the Property, including the Units, pursuant to the provisions of Section 6.2.

2.2.2.21 Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) under policies obtained pursuant to the terms of Section 6.2.

2.2.2.22 Purchasing on behalf of the Residential Unit Owners the Resident Manager's Unit for use as the residence of the resident manager and, in connection therewith, amending, modifying, extending, renewing, and executing all necessary documents, and the operation, care, upkeep, maintenance and repair of such Unit, and otherwise dealing in any way with respect to such Unit. It is intended that the Condominium Board of this Condominium and the condominium board of the Tangram House West Condominium will purchase the Resident Manager's Unit from Declarant as tenants in common.

2.2.2.23 Facilitating the disposition of trash and recycling at the Loading Dock (or on 39th Avenue if the Loading Dock is not completed), including making agreements, to the extent necessary, with the owner thereof.

2.2.2.24 Making and entering into agreements with Declarant for the use of the Parking for the Residential Unit Owners and the Retail Unit Owner and its tenants and occupants.

2.2.2.25 Granting easements as may, from time to time, be required for the benefit of the Homeowners Association or Condominium Board.

2.2.2.26 Upon the filing of a condominium declaration for the Tangram House West Condominium, the members of this Condominium Board shall automatically become members of the Homeowners Association.

2.2.3 Any act with respect to a matter determinable by the Condominium Board and deemed necessary or desirable by the Condominium Board in connection therewith shall be done or performed by the Condominium Board or shall be done on its behalf and at its direction by its agents, employees or designees.

2.3 **Certain Limitations on Powers of Condominium Board.**

2.3.1 Notwithstanding anything to the contrary contained in these By-Laws, as long as the Declarant continues to own at least 25% of the Residential Units, during the five (5) years following the First Closing, the Condominium Board may not, without the Declarant's prior written consent:

2.3.1.1 make any addition, alteration or improvement to the General Common Elements, unless required by Applicable Law;

2.3.1.2 assess any Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a reserve, contingency or surplus fund in excess of 5% in the aggregate of the estimated General Common Expenses for any one fiscal year of operation, provided the same does not violate Applicable Law, in which event the maximum assessment permitted hereunder shall equal the minimum required by Applicable Law;

2.3.1.3 increase the number or change the type of employees of the Condominium from that described in "Schedule B: Projected Budget for First Year of Condominium Operation" set forth in the Plan (the "First Year's Budget");

2.3.1.4 enter into any service or maintenance contracts for work, labor or services not covered in the First Year's Budget; or

2.3.1.5 borrow money on behalf of the Condominium.

2.3.2 Notwithstanding the foregoing, the Declarant may neither exercise a veto over nor direct any member of the Condominium Board appointed or otherwise chosen by the Declarant to vote against expenditures that: (a) conform to the First Year's Budget and are for the period covered by the First Year's Budget; or (b) are required to comply with Applicable Law, including to cure any notices of violations; or (c) are necessary to remedy any work order by an insurer that is the responsibility of the Condominium Board to remedy.

2.4 **Managing Agent and Manager.** With respect to matters the determinations concerning which the Condominium Board is entitled to make, the Condominium Board may employ a Managing Agent at a compensation established by the Condominium Board to perform such duties and services as the Condominium Board shall authorize. The Condominium Board may delegate to such Managing Agent other powers granted to the Condominium Board by these By-Laws, except the powers set forth in Subsections 2.2.2.2, 2.2.2.5, 2.2.2.6, 2.2.2.7, 2.2.2.8, 2.2.2.10, 2.2.2.11, 2.2.2.12, 2.2.2.14, 2.2.2.15, 2.2.2.16, 2.2.2.17, 2.2.2.18, 2.2.2.19, 2.2.2.20, and 2.2.2.21. The cost of employing a Managing Agent shall be a Common Expense.

2.5 **First Condominium Board.** The Condominium Board shall initially consist of three (3) persons designated by Declarant. Within 180 days after the date of the First Closing, the Condominium Board shall call for the first annual meeting of Unit Owners for the purpose of electing a new Condominium Board in accordance with the provisions of Section 3.1. The terms of each member of the Condominium Board shall expire annually.

2.6 **Resignation and Removal.** Any member of the Condominium Board may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Condominium Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Any member of the Condominium Board may be removed, with or without cause, by a majority vote of Unit Owners, present in person or by proxy at a regular or special meeting of Unit Owners at which a quorum is present. Any member of the Condominium Board whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding the above, Residential Board Members appointed by Declarant, the Retail Board Member and the Parking Board Member may only be removed with cause and replaced as described in Section 2.7. In addition, (i) any Board Member who is designated as such by Declarant may be removed by Declarant with or without cause, and Declarant shall have the right to designate the replacement for such Board Member; (ii) the Retail Board Member may be removed by the Retail Unit Owner, and the Retail Unit Owner shall have the right to designate the replacement for the Retail Board Member; and (iii) the Parking Board Member may be removed by the Parking Unit Owner, and the Parking Unit Owner shall have the right to designate the replacement for the Parking Board Member

2.7 **Vacancies.** Subject to the provisions of Subsection 3.9.3 and the subsections following it, any vacancy on the Condominium Board for whatever reason shall be filled by the members of the Condominium Board then in office, at a special meeting of the Condominium Board 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 any person so elected shall be a member of the Condominium Board until the next annual meeting of the Unit Owners,

when a successor shall be elected. Notwithstanding anything to the contrary contained in these By-Laws, (i) in the case of a vacancy on the Condominium Board that is created by the resignation or removal of a Residential Board Member designated by Declarant, or that is otherwise created when a Residential Board Member designated by Declarant ceases to be a member of the Condominium Board, Declarant shall have the sole right to designate a replacement for such Residential Board Member; (ii) in the case of a vacancy on the Condominium Board that is created by the resignation or removal of the Retail Board Member, or that is otherwise created when the Retail Board Member ceases to be a member of the Condominium Board, the Retail Unit Owner shall have the sole right to designate a replacement for such Retail Board Member; and (iii) in the case of a vacancy on the Condominium Board that is created by the resignation or removal of the Parking Board Member, or that is otherwise created when the Parking Board Member ceases to be a member of the Condominium Board, the Parking Unit Owner shall have the sole right to designate a replacement for such Parking Board Member.

2.8 **Organizational Meeting of the Condominium Board.** The first meeting of the Condominium Board following each annual meeting of the Unit Owners shall be held immediately following each such annual meeting.

2.9 **Regular Meetings of the Condominium Board.** Regular meetings of the Condominium Board may be held at such time and place in the Borough of Queens as shall be determined from time to time by a majority of the members thereof, provided that at least two such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each member of the Condominium Board, by personal delivery, mail, nationally recognized overnight courier, facsimile or e-mail, at least five business days prior to the day named for such meeting. At meetings of the Condominium Board, attendance may be in person or pursuant to written proxy, provided that proxies may only be given by members of the Condominium Board to other members of the Condominium Board. Proxies are acceptable if given for multiple meetings. Meetings may also be held by telephone, provided all members of the Condominium Board attending the meeting may speak to and hear all other members of the Condominium Board attending the meeting.

2.10 **Special Meetings of the Condominium Board.** The President may call a special meeting of the Condominium Board whenever he or she deems the same to be necessary or desirable. Additionally, the President shall call a special meeting of the Condominium Board upon the written request of two or more members of the Condominium Board. Written notice of all special meetings shall be given to each member of the Condominium Board by personal delivery, mail, facsimile or e-mail, at least five business days prior to the day named for such meetings; and such notice shall state the time, place (in the Borough of Queens) and purpose of the meeting. At meetings of the Condominium Board, attendance may be in person or pursuant to written proxy, provided that proxies may only be given by members of the Condominium Board to other members of the Condominium Board. Proxies are acceptable if given for multiple meetings. Meetings may also be held by telephone, provided all members of the Condominium Board attending the meeting may speak to and hear all other members of the Condominium Board attending the meeting.

2.11 **Waiver of Notice.** Any member of the Condominium Board may at any time waive notice of any meeting of the Condominium Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Condominium Board at any meeting thereof shall constitute a waiver of notice by him or her of the time and place thereof. If all the members are present at any meeting of the Condominium Board, no notice shall be required and any business may be transacted at such meeting.

2.12 **Determinations by the Condominium Board; Quorums.**

2.12.1 Except as otherwise set forth in Subsection 2.12.3, all determinations by the Condominium Board shall be made at a meeting at which a quorum is present. At any meeting of the Condominium Board, a majority of the members thereof shall constitute a quorum, and the votes of a majority of such members present shall constitute the decision of the Condominium Board.

2.12.2 If at a meeting of the Condominium Board there is 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 that might have been transacted at the meeting originally called may be transacted without further notice.

2.12.3 Members of the Condominium Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Condominium Board may be taken without a meeting if all members of the Condominium Board consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the minutes of the Condominium Board.

2.13 **Compensation.** No member of the Condominium Board shall receive any compensation for acting as such.

2.14 **Liability of Condominium Board and Unit Owners.**

2.14.1 To the extent permitted by Applicable Law, no member of the Condominium Board shall have any personal liability with respect to any contract, act or omission of Condominium Board or of any Managing Agent in connection with the affairs or operation of the Condominium, (except in their capacities as Unit Owners), and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Condominium Board or by any Managing Agent thereof shall state that it is made by the Condominium Board or the Managing Agent only as agent for all Unit Owners, Residential Unit Owners, the Retail Unit Owner or the Parking Unit Owner, as the case may be, and that the members of the Condominium Board or the Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners). Every such contract shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium or the Residential Section, the Retail Unit or the Parking Unit, as the case may be,

shall be limited to such proportionate share of the total liability as the interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, Residential Unit Owners, the Retail Unit Owner or the Parking Unit Owner, as the case may be, and, to the extent permitted by Applicable Law, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and its Appurtenant Interest, so that such Unit Owner shall have no personal liability for such contract, act or omission unless expressly stated to the contrary in such contract. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges and Special Assessments, if any. Members of the Condominium Board shall have no liability to Unit Owners, except that a member of the Condominium Board shall be liable for such his or her own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each member of the Condominium Board against any liability or claim relating to, arising out of, or in connection with such member's actions in his or her capacity as a member of the Condominium Board, except those arising out of such member's own bad faith or willful misconduct.

2.14.2 Neither the Condominium Board nor any member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense; or (ii) any injury, loss or damage to any individual or property, occurring in, on or upon either a Unit or the Common Elements, and either (a) caused by the elements, any Unit Owner or any other Person, or (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of the Common Elements, or (c) arising out of theft or otherwise; except, in each case, when caused by the acts of bad faith or willful misconduct of the Condominium Board or such member thereof, as the case may be.

2.15 **Fidelity Bonds.** The Condominium Board shall have the authority to obtain or ensure maintenance of fidelity bonds, in amounts deemed appropriate by it, for all of its members, officers and employees and for the Managing Agent, if any, employed by it; and the premiums on such bonds shall constitute Common Expenses.

2.16 **Committees.** The Condominium Board may, subject to such limitations and exceptions as it may prescribe, appoint an Executive Committee and such other committees as it may deem appropriate, each to consist of as many members as the Condominium Board shall deem appropriate, for the purpose of making such reports and studies as the Condominium Board deems appropriate. For so long as Declarant is entitled to designate any Residential Board Member, any committee appointed by the Condominium Board shall have as at least one of its members a Residential Board Member appointed by Declarant.

2.17 **Principal Office of the Condominium Board.** The principal office of the Condominium Board shall be located within the Property or at such other place in the Borough of Queens reasonably convenient thereto as may be designated from time to time by the Condominium Board.

2.18 **Status of the Condominium.** In addition to the status conferred upon the Condominium Board under or pursuant to the provisions of the Condominium Act, the

Condominium Board shall, to the extent permitted by Applicable Law, be deemed to constitute a separate association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of the Condominium Board pursuant to the provisions of Section 2.19 below, the provisions of this Section 2.18 shall no longer be applicable.

2.19 **Incorporation of the Condominium Board.** To the extent and in the manner provided in the Condominium Act, the Condominium Board may, by action as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event that the Condominium Board so incorporates, it shall have, to the extent permitted by Applicable Law, the status conferred upon it under such statutes in addition to the status conferred upon the Condominium Board under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws, and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

2.20 **Condominium Board as Agent of Unit Owners.** In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act in good faith as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

2.21 **Prohibited Transactions.** Each member of the Condominium Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Applicable Law, no contract or other transactions between the Condominium Board and either (i) any of its members or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Condominium Board are officers, directors, employees, partners, members, fiduciaries, beneficiaries or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such interested member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved or ratified, or (ii) the vote of any such interested member was counted for such purposes; provided, however, that either:

2.21.1 the material facts as to the interest of such member of the Condominium Board in such contract or transaction are disclosed in good faith or known to the Condominium Board or are noted in the minutes thereof, and the Condominium Board approves, authorizes or ratifies such contract or transaction in good faith by a vote sufficient for such purpose without counting the vote of such interested member of the Condominium Board or, if the votes of the disinterested members of the Condominium Board are insufficient to constitute a quorum, by unanimous vote of the disinterested members; or

2.21.2 the fact thereof is disclosed to, or known by, a Majority of Unit Owners with respect to any such contract or transaction; and a Majority of Unit Owners shall authorize, approve or ratify such contract or transaction.

2.21.3 the contract or transaction is considered commercially reasonable by the Condominium Board at the time it is authorized, approved, ratified, executed or otherwise consummated and continues to be commercially reasonable.

Any interested member of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board that authorizes, approves or ratifies any such contract or transaction, and, except as set forth in Subsection 2.21.1, shall also be entitled to vote thereat to authorize, approve or ratify such contract or transaction.

ARTICLE 3

UNIT OWNERS

3.1 **Annual Meetings.** The first annual meeting of Unit Owners shall be held no later than 180 days after the First Closing. At such meeting, the incumbent Condominium Board shall resign and the Unit Owners shall elect or designate (in accordance with the provisions of Section 2.1 and as otherwise provided in these By-Laws) a Condominium Board consisting of seven members. Thereafter, annual meetings of Unit Owners shall be held within approximately thirty (30) days of each anniversary of the first annual meeting of Unit Owners. At such meetings, the incumbent members of the Condominium Board shall resign and new members shall be elected or designated in accordance with Section 2.1 and as otherwise provided in these By-Laws, and there shall also be transacted such other business as may properly come before such meetings.

3.2 **Place of Meetings.** Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place in the Borough of Queens as may be designated by the Condominium Board.

3.3 **Special Meetings.** The President shall call a special meeting of the Unit Owners if so directed by duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such a meeting signed by Unit Owners having in the aggregate not less than 75% in Common Interest of all Unit Owners. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting.

3.4 **Notice of Meetings and Actions Taken.** Notice of each annual or special meeting shall be given by the Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held, and no business shall be transacted thereat except business reasonably related to such stated purposes. All notices hereunder shall be given by personal delivery, mail, nationally recognized overnight courier, facsimile or e-mail, at least ten (10) days but no more than forty (40) days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the Secretary or Managing Agent at

least ten (10) days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) days prior to the day named for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 **Adjournment of Meetings.** If any meeting of Unit Owners cannot be held because a quorum is not present, a majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

3.6 **Order of Business.** The order of business at all joint or separate meetings of Unit Owners shall be as follows:

(a) Call to order,

(b) Roll call;

(c) Proof of notice of meeting;

(d) Reading of minutes of preceding meeting;

(e) Reports of officers;

(f) Reports of members of the Condominium Board;

(g) Reports of committees;

(h) Election of inspectors of election (when so required);

(i) Election of members of the Condominium Board (when so required);

(j) Unfinished business;

(k) New business; and

(l) Adjournment.

3.7 **Title to Units.** Title to Units may be taken by any individual, corporation, limited liability company, partnership, association, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8 **Voting.**

3.8.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on such Unit Owner's behalf, shall be entitled to cast the votes appurtenant to such

Unit as set forth herein and in the Declaration at all meetings of Unit Owners. Proxies may only be given to other Unit Owners (including owners or officers, directors, shareholders, partners, principals, members, trustees, employees or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries or any other entities that own Units, but not tenants). 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 Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Neither the Condominium Board nor its designee shall be entitled to vote the interest appurtenant to any Unit owned by the Condominium Board or its designee, and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.8.2 If two or more Persons own a Unit, they shall designate in writing to the Secretary of the Condominium one Person among them to vote the entire Common Interest appurtenant to their Unit, and the vote of such designee shall be binding on all such Persons. Failing such designation, all of such Persons shall mutually vote such Common Interest under one ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

3.8.3 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant) shall be entitled to cast one vote for each .0001% of Common Interest attributable to such Unit Owner's Unit.

3.8.4 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Residential Unit Owners as a group (as opposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners. Accordingly, the Residential Unit Owners will vote in accordance with their Residential Common Interest.

3.9 **Election of Board Members; Rights of Declarant.**

3.9.1 All elections of members of the Condominium Board shall be determined by plurality vote.

3.9.2 Voting for members of the Condominium Board shall be by ballot, and each ballot shall state the name of the Unit Owner voting and the Common Interests appurtenant to Units owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with Subsection 3.8.3 for each member to be elected by the Unit

Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting. In the event there are no more nominees than positions to be voted upon for the Condominium Board, the Secretary of the Condominium shall cast one vote for each nominee signifying a unanimous election. By motion at a meeting, the Unit Owners may determine to cast votes orally.

3.9.3 Declarant will appoint the initial members of the Condominium Board consisting of three members, and at the first meeting of Unit Owners, the Board shall consist of seven members including one member appointed by the Retail Unit Owner and one member appointed by the Parking Unit Owner. During the Initial Control Period, Declarant shall have a right to designate four members. Two of these four members will be the members appointed by the Retail Unit Owner and the Parking Unit Owner only for so long as Declarant continues to own those Units. If Declarant no longer owns either or both of those Units, it will appoint up to two different members, such that Declarant may have four Board Members at all times during the Initial Control Period. After the expiration of the Initial Control Period, the Retail Unit Owner may designate one Board member, the Parking Unit Owner may designate one Board member and Declarant may designate one other member for so long as Declarant continues to own at least one Unit. In addition to members of the Condominium Board designated by Declarant, Declarant shall, at all times, also have the right to cast its votes for all remaining positions on the Condominium Board for candidates who reside in the Building and who are unrelated to or unaffiliated with Declarant. Until Declarant no longer designates a majority of the Condominium Board, Declarant, through its control of the Condominium Board, will have control of the maintenance and operation of the Condominium and the services to be provided by the Condominium Board to the Unit Owners and will determine the Common Charges and any Special Assessments to be paid by the Unit Owners.

3.10 **Majority of Unit Owners.** Except as may otherwise be provided by law, as used in these By-Laws, the terms "Majority of Residential Unit Owners" and "Majority of Unit Owners" means either those Residential Unit Owners or Unit Owners, as the case may be, having more than 50% of the total authorized votes of either all Residential Unit Owners or all Unit Owners, as the case may be, determined in accordance with the provisions of Section 3.8, who are present in person or by proxy and voting at any meeting at which a quorum is present.

3.11 **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning Units to which are appurtenant, in the aggregate, more than 50% of the Common Interests shall constitute a quorum at all meetings of Unit Owners.

3.12 **Majority Vote.** Except where otherwise provided by law, the Declaration or these By-Laws, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

ARTICLE 4

OFFICERS

4.1 **Designation.** The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Condominium Board. The Condominium Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its sole judgment may be desirable. None of the officers of the Condominium need be Unit Owners or have any interest therein or be members of the Condominium Board until the first organizational meeting of the Condominium Board after the first annual meeting of Unit Owners. Thereafter, the President and Vice President of the Condominium must be members of the Condominium Board. Any officer may hold multiple offices, except that the President may not also be the Treasurer.

4.2 **Election of Officers.** The officers of the Condominium Board shall be elected annually by the members of the Condominium Board at the organizational meeting thereof, except that the initial officers shall be elected by the initial members of the Condominium Board and shall hold office at the pleasure of the Condominium Board and until their successors are elected. Notwithstanding the foregoing, the representative of the Retail Unit Owner shall be assistant secretary for purposes of executing governmental documents and taking other ministerial acts for the Retail Unit Owner and Parking Unit Owner on behalf of the Board with respect to such matters as alterations of the Retail Unit and Parking Unit which do not otherwise require a vote of the Board. If the Retail Unit Owner and Parking Unit Owner are not owned by the same Person, the representative of the Retail Unit Owner shall not execute documents on behalf of the Parking Unit Owner, and the representative of the Parking Unit Owner may also be an assistant secretary.

4.3 **Resignation and Removal of Officers.** Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Condominium Board. Such resignation shall take effect at the time specified in such notice, and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Condominium Board, any officer may be removed, either with or without cause. A successor officer may be elected at any regular meeting of the Condominium Board or at any special meeting of the Condominium Board called for such purpose. Notwithstanding the foregoing, any officer appointed by the Declarant, the Retail Unit Owner or the Parking Unit Owner shall be replaced with an officer appointed by the Retail Unit Owner or the Parking Unit Owner, as the case may be.

4.4 **President.** The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all meetings of the Condominium Board and at all meetings of Unit Owners. The President shall have all of the general powers and duties that are incident to the office of president of a corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Unit Owners from time to time as the President decides is appropriate to assist in the conduct of the affairs of the Condominium.

4.5 **Vice President.** The Vice President shall take the place of the President and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Condominium Board shall appoint a member of the Condominium Board to act in the place of the President and Vice President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Condominium Board or by the President.

4.6 **Secretary.** The Secretary shall keep the minutes of meetings of the Condominium Board and meetings of Unit Owners. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and shall in general perform all the duties incident to the office of secretary of a corporation organized under the Business Corporation Law of the State of New York.

4.7 **Treasurer.** The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board (or in the name of the Managing Agent appointed by the Condominium Board) in such depositories as may from time to time be designated by the Condominium Board and shall in general perform all of the duties incident to the office of treasurer of a corporation organized under the Business Corporation Law of the State of New York.

4.8 **Execution of Documents.** Unless otherwise delegated by the Condominium Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer thereof or by such other person or persons as may be designated by the Condominium Board.

4.9 **Compensation of Officer.** No officer shall receive any compensation for acting as such.

ARTICLE 5

NOTICES

5.1 **Notices.** Except to the extent other methods are specifically authorized or required herein, all notices hereunder shall be sent by (a) personal delivery; (b) certified mail, return receipt requested; (c) overnight courier with receipt; or (d) facsimile transmission or electronic mail (if available) with a copy sent the same day by one of the methods specified in clauses (a), (b) or (c): (i) to the Condominium Board or any officer thereof, c/o the Managing Agent, or if there be no Managing Agent, to the office of the Condominium Board or to such other address as the Condominium Board may hereafter designate from time to time, by notice in writing to all Unit Owners and to all Permitted Mortgagees; (ii) to the Declarant at the address specified on the first page of the Declaration or to such other address as may be designated by the Declarant from time to time, in writing, to the Condominium Board; (iii) to a Unit Owner at the Property or to such other address as may be designated by such Unit Owner from time to

time, in writing, to the Condominium Board; or (iv) to a Permitted Mortgagee, at its latest address designated, in writing, to the Condominium Board. All notices that are mailed shall be deemed to be given three (3) business days after the date of mailing. All notices that are personally delivered or sent by facsimile transmission or electronic mail (provided a copy is sent the same day in the manner provided above) shall be deemed to be given on the date of delivery. All notices that are sent by overnight courier shall be deemed to be given on the next business day. Notwithstanding the foregoing, notices of change of address shall not be deemed to have been given until received.

5.2 **Waiver of Service of Notice.** Whenever notice is required to be given by Applicable Law, the Declaration or 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 6

OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 The Condominium Board shall from time to time and at least annually prepare a budget to meet Common Expenses and shall allocate and assess to the Unit Owners, in accordance with their Common Interests (except as otherwise provided in the Declaration or these By-Laws), Common Charges to meet Common Expenses. Such budgets shall include such amounts for reserves, as the Condominium Board deems appropriate. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual), provided, however, that such allocations are reasonable under the circumstances and are in accordance with the provisions of Applicable Law. In any budget year, Common Charges shall be assessed against the Unit Owners as follows:

6.1.1.1 **Payroll and Benefits.** The Building staff shall consist of one Resident Manager, 2 handymen, 4 porters and 4.2 lobby attendants.

(a) Common Charges for payroll and benefits for 3 porters, 4.2 lobby attendants and 2 handymen shall be assessed against the Residential Unit Owners only.

(b) Common Charges for payroll and benefits for the Resident Manager and 1 porter shall be assessed against shall be assessed against all of the Unit Owners in this Building in accordance with their Common Interests.

6.1.1.2 **Gas.** Common Charges for gas expenses for the Residential Section shall be assessed against the Residential Unit Owners only.

6.1.1.3 **Electricity.** Common Charges for electricity expenses for the Residential Common Elements shall be assessed against the Residential Unit Owners only.

6.1.1.4 **Water and Sewer**. Common Charges water and sewer expense shall be assessed against the Residential Unit Owners only.

6.1.1.5 **Repairs and Maintenance.**

(a) Common Charges for supplies used by all Units and for repairs and maintenance of plumbing, electrical and windows/locks/doors and other general repairs shall be assessed against all of the Unit Owners in this Building in accordance with their Common Interests.

(b) Common Charges for repairs and maintenance to the elevators in the Residential Section and supplies used by the Residential Section shall be assessed against the Residential Units.

6.1.1.6 **Service Contracts and Supplies.**

(a) Common charges for service contracts for exterminating, fire extinguishers, central station monitoring, back-up generator, fire protection and telephone/internet/mobile shall be assessed against all of the Units in this Building in accordance with their Common Interests.

(b) Common Charges for service contracts for shared water treatment and shared HVAC for the Residential Section and Retail Unit will be assessed against the Residential Section and Retail Unit Only. 71.3092% of such expenses shall be assessed against the Residential Unit Owners and 28.6908% of such expenses shall be assessed against the Retail Unit Owner. Such charges shall not be assessed against the Parking Unit.

(c) Common Charges for service contracts for elevators used only by the Residential Section in this Building, window washing for the Residential Section, telephone for the Residential Section, HVAC for the Residential Section, and landscaping of outdoor residential areas shall be assessed against the Residential Units only.

6.1.1.7 **Insurance.** Common Charges for insurance shall be against all of the Unit Owners in this Building in accordance with their Common Interests.

6.1.1.8 **Management Fee.** Common Charges for the management fee shall be against all of the Unit Owners in this Building in accordance with their Common Interests.

6.1.1.9 **Resident Manager's Unit.** Common Charges for the Resident Manager's Unit shall be assessed against the Residential Unit Owners only.

6.1.1.10 **Legal and Audit.** Common Charges for legal and auditing fees shall be against all of the Unit Owners in this Building in accordance with their Common Interests.

6.1.1.11 **Replacement Reserve, Contingency and Other Expenses.** Common Charges for replacement reserve, contingency fees and other miscellaneous expenses shall be against all of the Unit Owners in this Building in accordance with their Common Interests.

Notwithstanding anything to the contrary set forth above, the Condominium Board may not, without the written consent of the Retail Unit Owner or the Parking Unit Owner, modify the above allocation of Common Charges, which is presumptively deemed reasonable, or increase the number of Building employees servicing the Retail Unit or the Parking Unit in such a manner as would increase the Common Charges otherwise payable by the Retail Unit Owner or the Parking Unit Owner without the approval of the Retail Unit Owner or the Parking Unit Owner, as the case may be. In the event the Board owns the Retail Unit or the Parking Unit on behalf of the Unit Owners, all of the costs and assessments payable on account of that Unit shall be paid instead by the Unit Owners as part of their Common Charges.

In addition, if the Homeowners Association becomes operational, it is anticipated that certain expenses associated with this Condominium will be shared between the Residential Units in this Condominium and the residential units in the Tangram House West Condominium in accordance with the Homeowners Association By-Laws.

6.1.2 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Condominium Board as agent for and on behalf of the Unit Owners. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, in no event shall any rent, profit or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space. Notwithstanding the foregoing, Declarant, the Retail Unit Owner and the Parking Unit Owner shall have, and the Units and Common Elements shall be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace lights and light fixtures, satellite dishes and similar equipment, and advertisements on the roofs and facade of the Building and elsewhere on the Common Elements and the conduits and other Facilities relating thereto, and to retain any and all income derived therefrom, and (b) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof. The Condominium shall not be entitled to any portion of any fees, compensation or other profits received by the Retail Unit, the Parking Unit or Declarant or its assignees or licensees for the use of the aforesaid easements or

equipment. Any satellite dishes and other Facilities placed upon the roof and the facade of the Building and elsewhere on the Common Elements by Declarant or its licensees or the Retail Unit Owner or Parking Unit Owner shall be the exclusive property of Declarant or its licensees or the Retail Unit Owner or Parking Unit Owner, as the case may be, and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto.

6.1.3 Common Expenses shall include real estate taxes on the Property until the Units are separately assessed.

6.1.4 In addition to their foregoing duties to determine the amounts of Common Charges, the Condominium Board shall have the right, subject, in all respects, to the restrictions contained in Section 2.3 hereof, to levy Special Assessments against the Unit Owners, which shall be allocated among the Unit Owners in the same manner as Common Charges are allocated and which may be payable in either one lump sum or in installments, as the Condominium Board determines; provided, however, that the Condominium Board shall give each Unit Owner not less than thirty (30) days' written notice prior to the date upon which any such Special Assessment, or the first installment thereof, is due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. Special assessments charged to the Retail Unit Owner and the Parking Unit Owner shall be limited as set forth in Section 6.1.1 above.

6.1.5 If the Homeowners Association becomes operational, the HOA Board will prepare and adopt a budget for the Homeowners Association annually and will determine the aggregate amount of maintenance necessary to be charged to the Condominium Board of Tangram House South Condominium, the condominium board of the Tangram House West Condominium, the owner of the Hotel Condominium Unit or the owner of the hotel, as they case may be, as well as Declarant until all of the condominiums are built (the "Voting HOA Members") in order to meet the anticipated expenses of the Homeowners Association (the "HOA Expenses"). The HOA Board will allocate and assess to the Voting HOA Members maintenance to meet the HOA Expenses. The condominium boards will collect these allocated amounts as common charges from the residential unit owners. The Condominium Board shall have the right, subject, in all respects, to the restrictions contained in Section 2.3 hereof, to levy such Common Charges against the Unit Owners and to collect the Unit Owners' applicable shares of Homeowners Association maintenance and special assessments. Common Charges shall never be assessed against the Retail Unit or the Parking Unit to collect fees for Homeowners Association maintenance, and maintenance that Declarant and its affiliates are required to pay applicable to units they own during any period may be less than the Common Charges paid by the other Unit Owners and the unit owners in the other condominiums. The Homeowners Association maintenance that Declarant is required to pay applicable to Units it owns shall be an amount equal to (i) the expenses actually incurred by the Homeowners Association less (ii) the Common Charges payable by the residential unit owners of the Tangram House South Condominium and Tangram House West Condominium for HOA Expenses. However, Declarant shall never pay more per Unit than it would pay as a Unit Owner.

6.1.6 Notwithstanding anything to the contrary herein, no part of the net earnings of the Condominium may inure to the benefit of any Unit Owner or individual, other than by a rebate of excess membership dues, fees, or assessments.

6.1.7 If any Unit Owner disputes the allocation of Common Charges, or Special Assessments made by the Condominium Board pursuant to Section 6.1.1, Section 6.1.2, Section 6.1.3, Section 6.1.5, or Section 6.1.6, such dispute shall be determined by Arbitration.

6.2 **Insurance.**

6.2.1 The Condominium Board shall be required to obtain and maintain, to the extent obtainable, the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building, together with all service machinery contained therein and covering the interests of the Condominium, the Condominium Board and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings); said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions hereinafter set forth and the provisions of New York Real Property Law Section 339-cc; (b) loss of income insurance (Common Charges); (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board to be necessary; (f) water damage insurance to the extent, if any, determined by the Condominium Board to be necessary; (g) elevator liability and collision insurance; (h) fidelity insurance covering the Condominium Board, the Managing Agent and all officers, directors, and employees of the Condominium; (i) directors' and officers' liability insurance; (j) umbrella insurance; and (k) such other insurance as the Condominium Board may from time to time determine to be necessary or appropriate. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Expense and shall be borne by the Unit Owners in such proportions between them, with due consideration to their respective risks, liabilities and replacement values, as are equitable (as determined by the respective insurance carriers thereof or their agents, brokers or other such Persons designated by the Condominium Board). If any such insurance carrier, agent, broker or other Person fails to make such determination regarding premiums, they shall be paid in accordance with each Unit's percentage of Common Interest.

6.2.2 All such policies shall provide that adjustment of loss shall be made exclusively by the Condominium Board. Insurance proceeds with respect to any loss shall be payable to the Condominium Board, except that the proceeds of all policies of physical damage insurance, if in excess of $1,000,000, shall be payable to the Insurance Trustee.

6.2.3 All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified

without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees.

6.2.4 The Condominium Board shall also be required to obtain and maintain comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering the Condominium Board, the Managing Agent and the officers, directors and employees of the Condominium, and each Unit Owner; except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's Unit or within the Residential Limited Common Elements, if any, appurtenant to such Unit Owner's Unit. The Condominium Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.2.4 shall also cover cross-liability claims of one insured against another.

6.2.5 Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board determines.

6.2.6 The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of $1,000,000 for bodily injury or death arising out of any one occurrence, plus at least $2,000,000 umbrella liability coverage. Such limits of liability may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Condominium Board or the Managing Agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board and the Managing Agent. Subject to the requirements herein, Unit Owners shall not be prohibited from carrying other insurance for their own benefit, at their own expense, and the Condominium Board shall not be prohibited from carrying additional insurance; provided, however, that all policies of insurance obtained by any Unit Owner with respect to occurrences within or about a Unit or the Common Elements appurtenant thereto shall contain a waiver of the insurer's rights of subrogation against the Condominium Board. The liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. To the extent any Person is insured, or required to be insured for loss or damage to property hereunder, such Person will look to its own insurance policies for recovery. Notwithstanding the foregoing, the insurance that is procured by the Retail Unit Owner or the Parking Unit Owner may be part of blanket policies covering the Unit owned by such Unit Owner and other properties owned or operated by such Unit Owner or its Affiliates.

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

6.3.1 If the Building or any part thereof is damaged or destroyed by fire or other casualty (unless 75% or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Condominium Board will arrange for the prompt repair and restoration thereof and the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If the net insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the Unit Owners, in proportion to their Common Interests, will bear the entire amount of the deficit as a Common Expense, or shall receive all of the surplus, as the case may be. Any surplus payable to any Unit Owner pursuant to this Subsection 6.3.1 shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages that are not Permitted Mortgages) on any such Unit in the order or priority of such liens. Notwithstanding the foregoing, any action to terminate the legal status of the Condominium after a casualty occurs must be agreed to by Permitted Mortgagees that represent at least 51% of the Units that are subject to Permitted Mortgages.

6.3.2 Unless the Unit Owners have elected not to restore the Building as provided in Subsection 6.3.3, damage or destruction to a Unit or a Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the owner of the affected Units to the extent that such repair or reconstruction does not involve Common Elements the repair or reconstruction of which is the obligation of the Condominium Board as provided in Subsection 6.3.1. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Condominium Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be charged to the defaulting Unit Owner as a Special Assessment.

6.3.3 If 75% or more of the Building is destroyed or substantially damaged and if 75% or more in Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds, such amounts as may be necessary to discharge or reduce all unpaid liens on such Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens. As used in this Section 6.3, the words "promptly resolve" mean resolve as promptly as practical under the circumstances but, in any event, not more than 60 days from the date of such damage or destruction. However, the Retail Unit Owner and the Parking Unit Owner shall in any event have the right to rebuild their Units only at their own expense to be contiguous with the other retail units and parking units in the Project without the approval of the Condominium Board and shall be responsible for the reduction of sales proceeds paid to the other Unit Owners as a result.

6.3.4 Any dispute arising under this Section 6.3 shall be determined by Arbitration.

6.4 **Payment of Common Charges.**

6.4.1 All Unit Owners shall be obligated to pay to the Condominium Board the Common Charges and Special Assessments assessed by the Condominium Board pursuant to the provisions of Section 6.1 at such time or times as the Condominium Board determines. Unless otherwise determined by the Condominium Board, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.4.2 No Unit Owner shall be liable for the payment of any part of the Common Charges or Special Assessments assessed against such Unit Owner's Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws) of such Unit together with its Appurtenant Interest, except in an enforcement action by the Condominium Board. Any Unit Owner may, subject to the terms and conditions of these By-Laws, convey for no consideration such Unit together with its Appurtenant Interest, to the Condominium Board or its designee, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Common Charges and Special Assessments thereafter accruing, provided, however, that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages, including the lien by the Homeowners Association for Common Charges, and the statutory lien for unpaid Common Charges and Special Assessments (provided that no amounts are owing under any such lien), and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit. A purchaser of a Unit shall be liable for the payment of Common Charges and any Special Assessments accrued and unpaid against such Unit prior to the acquisition by such purchaser of such Unit, except that, to the extent permitted by law, a purchaser of a Unit at a foreclosure sale of a Unit by a Permitted Mortgagee shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges and any Special Assessments accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges and Special Assessments assessed against such Unit that accrued prior to such sale. Except to the extent prohibited by law, the Condominium Board, on behalf of all Unit Owners, shall have a lien on each Unit for unpaid Common Charges and Special Assessments, together with interest thereon, assessed against such Unit. In addition, to insure the Condominium takes action against Unit Owners who do not pay the applicable Common Charges, such that Homeowners Association maintenance charges are not paid, the Homeowners Association will have a lien on each Unit for unpaid Homeowners Association charges and special assessments.

6.4.3 All liens provided for in Subsection 6.4.2, to the extent permitted by Applicable Law, shall be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the Unit. The lien of the Homeowners Association shall also be subordinate to the lien of the Condominium Board for unpaid Common Charges.

6.4.4 Notwithstanding Subsection 6.4.2, neither the seller nor the purchaser of a Unit shall be liable for, nor shall any Unit be conveyed subject to, a lien for any unpaid Common Charges or Special Assessments against such Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Condominium Board regarding such unpaid Common Charges or Special Assessments.

6.4.5 In the event that, prior to the Units being separately assessed for real estate tax purposes, the Condominium Board pays real estate taxes on behalf of a Unit Owner, the amount of such real estate taxes paid on behalf of a Unit Owner shall be deemed to be Common Charges, and the Condominium Board shall have a lien (as provided in Subsection 6.4.2) for any such accrued and unpaid amounts.

6.5 **Collection of Common Charges and Special Assessments.** The Condominium Board shall take prompt action to collect any Common Charges and Special Assessments that remain unpaid for more than thirty days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6.

6.6 **Default in Payment of Common Charges.** In the event any Unit Owner fails to make payment of Common Charges or Special Assessments within ten days of the date on which they are due (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of $150.00 or 5% of such unpaid amount, and (b) interest on such unpaid amounts at the rate of three percent 3% per month (but in no event in excess of the maximum rate permitted by law), computed from the due date, thereof, together with all expenses, including, without limitation, attorneys' fees paid or incurred by the Condominium Board, by the Managing Agent or by the HOA Board in any proceeding brought to collect such unpaid Common Charges or Special Assessments or in any action to foreclose the lien on such Unit arising from (i) said unpaid Common Charges or Special Assessments as provided in Section 339-z of the Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by law, or (ii) arising from unpaid Common Charges assessed to collect fees for Homeowners Association maintenance as provided in the HOA Declaration or in any other manner permitted by law. All such "late charges," interest and expenses as they relate to Common Charges and Special Assessments shall be added to and shall constitute Common Charges payable by such Unit Owner. Notwithstanding the foregoing, the Condominium Board may establish its own alternate fees for late payments, whether such fees are more or less than the charges set forth herein; provided, however, that such alternate fees do not exceed the maximum rate permitted by law.

6.7 **Foreclosure of Liens for Unpaid Common Charges.**

6.7.1 In any action brought by the Condominium Board or the HOA Board to foreclose a lien on a Unit because of unpaid Common Charges or Special Assessments, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect such rent. The Condominium Board, acting

on behalf of all Unit Owners, shall have the power to purchase any such Unit at the foreclosure sale thereof, and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the votes appurtenant to such Unit). A suit to recover a money judgment for unpaid Common Charges or Special Assessments shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, and advertising costs, brokerage commissions and other costs and expenses incurred in connection with the sale or rental of such Unit) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit.

6.7.2 To the extent permitted by Law, the Homeowners Association may take action against the Condominium or Condominium Board for failure to pay Common Charges assessed to collect fees for Homeowners Association maintenance. In addition, to insure the Condominium takes action against Unit Owners who do not pay the applicable Common Charges, such that Homeowners Association is not paid, the Homeowners Association will have a lien on each Unit for such unpaid Common Charges and special assessments. Such lien shall be subordinate to (x) any liens for unpaid taxes assessed against such unit to the extent required by Law, (y) any lien of a Permitted Mortgage and (z) as to a Unit, the lien of the Condominium Board for unpaid Common Charges.

6.8 **Statement of Common Charges.** The Condominium Board shall promptly provide any Unit Owner who so requests with a written statement of all unpaid Common Charges and Special Assessments due to it from such Unit Owner. A request for a written statement is necessary by a purchaser of a Unit to ensure that other amounts are not owed the Condominium which may become purchaser's responsibility upon acquisition.

6.9 **Maintenance and Repairs.**

6.9.1 Except as otherwise provided in the Declaration or these By-Laws, all painting, decorating, and routine maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary (a) in or to any Unit (excluding Common Elements included therein except as otherwise provided in these By-Laws), including the interior side of entrance doors thereto, shall be performed by the owner of such Unit at such Unit Owner's sole cost and expense, (b) in or to the Residential Common Elements shall be performed by the Condominium Board, and the cost and expense thereof will be charged to all Residential Unit Owners as a Common Expense, (c) in or to the Residential Limited Common Elements shall be performed either by the Condominium Board, if involving Structural or extraordinary maintenance, repair or replacement, in which event the cost and expense thereof will be charged to all Residential Unit Owners as a Common Expense, or by the Unit Owners who benefit from such Limited Common Elements, if involving painting, decorating and non-Structural ordinary maintenance, repairs and replacements, at such Unit Owners' sole cost and expense, (d) in or to the Retail Common Elements shall be performed either by the Condominium Board, if involving Structural or extraordinary maintenance, repair or replacement, or by the Retail Unit Owner, if involving painting, decorating and non-Structural ordinary maintenance, repairs and replacements, in either instance at the Retail Unit Owner's sole cost and expense, or (e) in or to the Parking Common Elements shall be performed either by the Condominium Board, if

involving Structural or extraordinary maintenance, repair or replacement, in which event the cost and expense thereof will be charged to all Unit Owners as a Common Expense, or by the Parking Unit Owner, if involving painting, decorating and non-Structural ordinary maintenance, repairs and replacements, at the Parking Unit Owner's sole cost and expense. All maintenance and repairs in or to the General Common Elements shall be performed by the Condominium Board, and, (w) the cost and expense of routine maintenance, repairs and replacements in or to the General Common Elements located inside of or appurtenant to the Residential Section will be charged to the Residential Unit Owners as a Common Expense; (x) the cost and expense of routine maintenance, repairs and replacements in or to the General Common Elements located inside of or appurtenant to the Retail Unit will be charged only to the Retail Unit Owner; (y) the cost and expense of routine maintenance, repairs and replacements in or to the General Common Elements located inside of or appurtenant to the Parking Unit will be charged only to the Parking Unit Owner; and (z) the cost and expense of maintenance, repairs and replacements to the Building's foundation, footings, columns, beams, supports, structural walls, roofs and mechanical systems will be charged to all Unit Owners as a Common Expense.

6.9.2 Notwithstanding the provisions of Subsection 6.9.1:

6.9.2.1 In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent, licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner; or (b) the Condominium Board, the entire cost thereof shall be charged to all Unit Owners as a Common Expense; except, in all such cases, to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof, or any items are replaced by virtue of being under warranty.

6.9.2.2 The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be colored or painted and the windows may not be modified, altered or replaced without the written consent of the Condominium Board.

6.9.2.3 The exterior surface of all windows in the Residential Units shall be washed and cleaned by the Condominium Board, and the cost and expense thereof shall be charged as a Common Expense payable by all Residential Unit Owners in accordance with their Residential Common Interests. The interior glass surfaces of all windows located in any Unit and the exterior glass surfaces of all windows located in the Retail Units shall be washed and cleaned by the Retail Unit Owner or occupant thereof at the Retail Unit Owner's sole cost and expense.

6.9.2.4 The exterior of all front doors of Residential Units shall not be painted or decorated, except with the written consent of the Condominium Board.

6.9.3 Each Unit and all portions of the Common Elements shall be kept in first-class condition (and, with respect to any terrace, roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Condominium Board, whoever or whichever is responsible for the maintenance thereof as set

forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good, clean and neat appearance, in conformity with the dignity and character of the Building, by (a) the Condominium Board, with respect to such parts of the Building required to be maintained by it; and (b) the Retail Unit Owner, with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in the Retail Unit. Notwithstanding anything to the contrary set forth above, the Condominium Board shall not, without the consent of the Retail Unit Owner or Parking Unit Owner, decrease the level of services (including, but not limited to, heating and cooling) supplied to the such Unit Owner's Unit as of the date of the filing of the Declaration.

6.9.4 For purposes of this Article 6, an "emergency" shall mean any condition requiring immediate repair or replacement for the preservation or safety of the Building or for the safety of occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building.

6.10 **Violations of Maintenance Obligations.**

6.10.1 If any Residential Unit Owner, within a reasonable time after receipt of written notice from the Condominium Board, fails to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Residential Unit as provided in this Article 6 or of any Residential Limited Common Element for which such Residential Unit Owner is responsible under the Declaration or these By-Laws, the Condominium Board may, but shall not be obligated to, perform or cause to be performed such painting, decorating, maintenance, repair or replacement, unless such Residential Unit Owner, within thirty (30) days after receiving notice of such default from the Condominium Board (or sooner in the case of emergency), cures such default, or in the case of default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement by the Condominium Board, together with interest thereon at the rate of 2% per month, until paid, from the date on which the Condominium Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Residential Unit Owner to the Condominium Board and shall, for all purposes hereunder, constitute Common Charges payable by such Residential Unit Owner.

6.10.2 If the Retail Unit Owner or Parking Unit Owner fails or neglects in any way to perform any obligation with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Article 6 or of any Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Condominium Board may, but shall not be obligated to, perform or cause to be performed any such painting, decorating, maintenance, repair or replacement, provided that (a) the Condominium Board gives the Retail Unit Owner or Parking Unit Owner, as the case may be, written notice that such repair or replacement is necessary and that the Condominium Board will complete such repair or replacement in the event such Retail Unit Owner or Parking Unit Owner does not promptly act

or complete the repair or replacement, and (b) such Retail Unit Owner or Parking Unit Owner, within thirty days after receiving such notice (or sooner in the case of emergency), fails to cure its default, or in the case of a default not reasonably susceptible to cure within such period, fails to commence and to thereafter prosecute to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred by the Condominium Board in connection with the making of any such painting, decorating, maintenance, repair or replacement, together with interest thereon at the rate of 2% per month from the date on which the Condominium Board first incurs any cost or expense (but in no event in excess of maximum rate permitted by law), shall be payable by such Retail Unit Owner or Parking Unit Owner to the Condominium Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner. If a Unit Owner disputes its obligation to pay any such Common Charges or disputes the amount of such charge, the Condominium Board shall have the right to submit such dispute to Arbitration. Such Unit Owner shall pay the cost of such repair or replacement plus 2% only after a determination by Arbitration to the effect that (i) the repair or replacement was required to be performed by such Unit Owner, (ii) such Unit Owner failed to perform such repair or replacement, and (iii) the cost of such repair or replacement by the Condominium Board was reasonable. The Condominium Board shall be solely responsible for the quality of any repair or replacement performed by it pursuant to this Subsection 6.10.2 and for the proper completion thereof. The Condominium Board shall indemnify such Retail Unit Owner or Parking Unit Owner and hold it harmless from and against any and all claims, costs, expenses or liabilities whatsoever, including reasonable counsel fees, incurred by such Unit Owner in connection with any such painting, decorating, maintenance, repair or replacement; but not for any claims, costs, expenses or liabilities relating to, arising from, or in connection with the existence of the condition requiring such painting, decorating, maintenance, repair or replacement.

6.10.3 If the Parking Unit Owner fails or neglects in any way to perform any obligation with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Article 6 or of any Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, and the Condominium Board does not cause such repairs or replacements to be made, the Retail Unit Owner may perform or cause to be performed any such painting, decorating, maintenance, repair or replacement, provided that (a) the Retail Unit Owner give written notice that such repair or replacement is necessary and that the Retail Unit Owner will complete such repair or replacement in the event the Parking Unit Owner does not promptly act or complete the repair or replacement, and (b) such Parking Unit Owner, within thirty days after receiving such notice (or sooner in the case of emergency), fails to cure its default, or in the case of a default not reasonably susceptible to cure within such period, fails to commence and to thereafter prosecute to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred by the Retail Unit Owner in connection with the making of any such painting, decorating, maintenance, repair or replacement shall be payable by the Parking Unit Owner to the Retail Unit Owner. If the Parking Unit Owner disputes its obligation to pay or disputes the amount of such costs and expenses, the Unit Owners shall submit such dispute to Arbitration.

6.11 **Structural Alterations, Additions, Improvements and Repairs of Units.**

6.11.1 Except as otherwise provided in the Declaration, particularly with respect to the rights of Declarant, the Retail Unit Owner and the Parking Unit Owner to make alterations without the consent of the Condominium Board, no Unit Owner shall make any structural alteration, addition, improvement or repair in or to such Unit Owner's Unit without the prior written approval of the Condominium Board. The Condominium Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural alteration, addition, improvement or repair in or to such Unit Owner's Unit within 45 days after such request is received. Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Condominium Board may exercise the right to reasonably approve the Unit Owner's contractors and suppliers, and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, within reason, the days and hours during which any work may be done. The Condominium Board may impose fees upon a Residential Unit Owner to reimburse the Condominium Board for its costs incurred in reviewing or supervising the aforesaid work. Notwithstanding anything to the contrary contained in this 6.11.1, neither Declarant nor a Permitted Mortgagee (nor its designee or assignee) of Declarant shall be required to obtain the approval of the Condominium Board for any structural alteration, addition, improvement or repair in or to Unsold Residential Units or any other Unit owned by Declarant or enter into any alteration agreement with respect thereto.

6.11.2 All structural alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. A Unit Owner making or causing to be made any structural alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to hold each Board and all other Unit Owners harmless from any costs or liability arising therefrom, related thereto, or in connection therewith.

6.11.3 Any application by a Unit Owner to any department of the City of New York or to any other governmental authority having jurisdiction thereof for a permit to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the Condominium Board (if such approval is required) shall, if required by law or such department or authority, be executed by the Condominium Board; provided that the Condominium Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, materialman, architect or engineer on account of such alteration, addition, improvement or repair or to any Person having any claim for injury to person or damage to property arising therefrom; and the Unit Owner shall indemnify and hold harmless the Condominium Board from and against any claims, costs, expenses and liabilities whatsoever (including attorneys' fees) arising therefrom, related thereto or in connection therewith. Notwithstanding anything to the contrary set forth above, Declarant is hereby authorized on behalf of the Condominium Board to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Unsold Residential Units, the Retail Unit, the Parking Unit and the Common Elements as Declarant is entitled to perform in accordance with the terms of the Declaration and these By-Laws, and to obtain such

certificates of completion as may then be required by Applicable Law (collectively the "Required Documentation"); and the Condominium Board, if requested by Declarant, shall execute the Required Documentation. Declarant is also authorized on behalf of the Condominium Board to execute such agreements or other documents as may be required for the performance and completion of work on the Project and the Condominium Board, if requested by Declarant, shall execute such agreements or documents.

6.11.4 If any alterations, additions, improvements or repairs made by any Residential Unit Owner 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 or permanent certificate of occupancy for other Units or the Building, then upon the written request of Declarant or the Condominium Board, 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 Declarant or the Condominium Board, as the case may be, 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.

6.11.5 Prior to obtaining any temporary or permanent certificate of occupancy, Declarant has the right to suspend any Unit Owner's work without any liability to anyone if Declarant determines in Declarant's sole discretion that such suspension is necessary to obtain a temporary or permanent certificate of occupancy. If, however, any Unit Owner is performing or causing to be performed any work in his Unit, Declarant shall have no obligation to obtain or renew a partial, temporary, or permanent certificate of occupancy with respect to such Unit if the issuance of such certificate of occupancy is delayed or prevented by such work provided a permanent certificate of occupancy has been obtained for the Building. If a permanent certificate of occupancy has not been issued, Declarant or the Board of Managers on behalf of the Unit Owners may seek any legal remedy or take any other lawful steps to obtain a permanent certificate of occupancy.

6.12 **Alterations, Additions, Improvements or Repairs to Common Elements.** Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any Common Elements shall be made by the Condominium Board. Whenever in the judgment of the Condominium Board the cost of any alteration, addition, improvement or repair would exceed $500,000, multiplied by the CPI Factor, in the aggregate in any calendar year (except if such alteration, addition, improvement or repair is provided for in a duly approved budget), then such proposed alteration, addition, improvement or repair shall not be made unless first approved by a Majority of Unit Owners, who shall be required to bear the cost and expense thereof as aforesaid, and by the Mortgage Representatives, if any. Notwithstanding the foregoing, any condition requiring immediate repair or replacement for the preservation or safety of the Building or for the safety of occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building, or as required by law may be remedied by the Condominium Board without approval of a Majority of Unit Owners regardless of cost. Except as otherwise provided in the Declaration or these By-Laws, all such alterations, additions, improvements or repairs costing in the aggregate $500,000,

multiplied by the CPI Factor, or less in any calendar year may be made as aforesaid without the approval of the Unit Owners or said Mortgage Representatives.

6.13 **Use of the Units.**

6.13.1 In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section 6.13 and as otherwise expressly provided in the Declaration or these By-Laws.

6.13.2 Subject to the terms of Subsections 6.13.3 and 6.13.4, a Residential Unit shall be used only as a residence, and not more than one family may occupy a Residential Unit at any one time. A Residential Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary, or any other Person may be occupied only by such individual, or by an officer, director, stockholder or employee of such corporation, or by a partner or employee of such partnership, or by an individual member or employee of such limited liability company, or by an officer, director, stockholder, partner, employee or individual member of any corporate, partnership or limited-liability-company member of such limited liability company, or by such fiduciary, if an individual (or by an officer, director, stockholder or employee of a corporate fiduciary, or by a partner or employee of a partnership fiduciary or by a member or employee of a limited-liability-company fiduciary), or by the beneficiary of such fiduciary, or by a principal or employee of such other Person, respectively, or by Family Members or guests of any of the foregoing (however, nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such Family Members or guests). Notwithstanding the foregoing, Declarant (or, when Declarant no longer owns any Residential Units, the Condominium Board) may, in its sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, shall a portion of a Residential Unit (as opposed to the entire Residential Unit) be sold, conveyed, leased or subleased, and no transient occupant (other than a guest permitted under this Subsection 6.13.2) may be accommodated therein.

6.13.3 Notwithstanding anything to the contrary contained in this Section 6.13, a Residential Unit Owner may, without the consent of the Condominium Board or the Unit Owners, use the Residential Unit owned by such Residential Unit Owner as a professional or business office, or for any home occupation use or for any purpose, provided that the nature and manner of such use complies with Applicable Law, does not violate the certificate of occupancy of the Building, and does not adversely affect the use and enjoyment of neighboring or adjacent Residential Units for residential purposes or impose undue burdens on any building systems or staff.

6.13.4 Notwithstanding anything to the contrary contained in this Section 6.13, the Declarant may, without the consent of the Condominium Board or the Unit Owners, use or grant permission for the use of any of its Unsold Residential Units as a professional or business office or for any other purpose, including, without limitation, use of any one or more of its Units as model units and offices for the sales, promotions, management and operation of its Units, or lease its Units to third parties for their occupancy, provided only that the nature and

manner of such use complies with Applicable Law and does not violate the certificate of occupancy of the Building.

6.13.5 Except as otherwise provided in the Declaration or these By-Laws, the Retail Unit and the Parking Unit may be used for any lawful purpose except the following:

6.13.5.1 Any illegal or pornographic purposes or as a commercial establishment in which are provided sex-related activities consisting of nude or semi-nude live performances, sex clubs, massage parlors, adult book stores, peep shows;

6.13.5.2 Storage warehouse;

6.13.5.3 Dry cleaning plant;

6.13.5.4 Laundromat;

6.13.5.5 Mortuary or funeral home;

6.13.5.6 Any gambling facility or operation, including but not limited to: off-track or sports betting parlor, table games such as black jack or poker, slot machines, video poker or similar devices, or bingo hall;

6.13.5.7 Any veterinary hospital or animal raising or boarding facilities;

6.13.5.8 Any house of worship:

6.13.5.9 Any homeless shelter;

6.13.5.10 Any drug or alcohol rehabilitation facility; or

6.13.5.11 Any manner which would cause the loss or diminution of any ICAP benefits, such as the use of the Retail Unit or Parking Unit for residential purposes.

Nothing contained in these By-Laws or in the Declaration shall serve to restrict the number of hours a day or the number of days a week that any business or other activity conducted in the Retail Unit or Parking Unit that is otherwise permitted hereunder may operate.

6.13.6 No sale of the Retail Unit or Parking Unit or lease or sublease of all or any portion of the Retail Unit or the Parking Unit shall be deemed to adversely affect the Residential Units.

6.14 **Use of Common Elements.**

6.14.1 Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited and capable.

6.14.2 No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other parts of the General or Limited Common Elements other than in (a) Residential Limited Common Elements for the exclusive use of a particular Residential Unit Owner or (b) in the areas designated as storage areas, without the prior consent of the Condominium Board. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them.

6.14.3 If the Condominium Board erects a sidewalk bridge or other scaffolding at the Building, it may not contain advertising of a business or person (other than Declarant) not occupying space in the Building. Further, the Condominium Board shall give due regard to the use of the Retail Unit and Parking Unit at the time in question and shall use best efforts to (i) minimize any disruption to the use of such Retail Unit and Parking Unit and (ii) not restrict ingress or egress through the exterior doorways to the Retail Unit or the driveway of the Parking Unit. In furtherance thereof, the Condominium Board shall consult with the Retail Unit Owner and Parking Unit Owner prior to the installation of such sidewalk bridge or other scaffolding and to make reasonable changes in design as requested by the Retail Unit Owner or Parking Unit Owner and to permit the Retail Unit Owner and Parking Unit Owner to install, at their cost and expense, signs upon the sidewalk bridge and scaffolding. The Condominium Board shall use commercially reasonable efforts to maintain a sidewalk bridge or other scaffolding at the Building for the minimum amount of time reasonably necessary to complete the work which necessitates the erection of such sidewalk bridge or other scaffolding and also use commercially reasonable efforts avoid keeping a sidewalk bridge or scaffolding in place between Thanksgiving each year and the following New Year's Day.

6.14.4 Except pursuant to the Rules and Regulations and the terms and provisions of the Declaration and these By-Laws, in no event shall the Condominium Board or any Unit Owners impair, restrict or impede the use of the General Common Elements described in the Declaration by the Retail Unit Owner or Parking Unit Owner or anyone claiming by, through or under the Retail Unit Owner or Parking Unit Owner, including, but not limited to, the tenants and occupants of any portion of the Retail Unit or Parking Unit or their respective licensees or invitees.

6.14.5 The owner of any two or more Residential Units that are serviced or benefited by any Common Element adjacent or appurtenant to such Units (for example, that portion at the end of any residential hallway which is directly adjacent to any such Units located on opposite sides of such hallway), to the extent permitted by law, may acquire a license pursuant to the Plan to have the exclusive right of use of such Common Element as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration or reallocation of Common Interests shall be made, provided such owner agrees, at its sole cost and expense, to (a) be responsible for the operation, maintenance and repair of such Common Element for so long as such owner exercises

such exclusive right of use, and (b) restore such Common Element to its original condition, reasonable wear and tear excepted, after such owner ceases to exercise such exclusive right of use. The owner of any such Units that are Unsold Residential Units shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Condominium Board. Notwithstanding the above, if an owner transfers or conveys its Residential Units to a successor owner, the transferor need not comply with (b) above provided that the transferee agrees to abide by clauses (a) and (b) above going forward.

6.15 **Other Provisions as to Use**.

6.15.1 No nuisance shall be allowed in the Residential Section, nor shall any use or practice be allowed in the Residential Section that either is a source of annoyance to the residents, tenants or other occupants of the Property or that interferes with the peaceful possession or proper use of the Property by its residents, tenants or other occupants. No immoral, improper, offensive or unlawful use shall be made of the Residential Section or any portion thereof.

6.15.2 No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that shall result in the cancellation of insurance on the Property or the contents thereof or that would be in violation of any Applicable Law. No waste shall be committed in the Common Elements.

6.15.3 Nothing shall be done in any Unit or in, on or to the Common Elements that would impair the structural integrity of the Property or structurally change the Building, except as is otherwise expressly 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.

6.15.4 All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Condominium Board, whoever shall have the obligation to maintain or repair such part of the Property.

6.16 **Right of Access.**

6.16.1 The Unit Owners shall grant a right of access to the Units to the Condominium Board, the Managing Agent, the HOA Board, the building superintendent or manager and any other Person authorized by any of the foregoing for the purpose of: making inspections of, or removing violations noted or issued by any governmental authority against the General Common Elements or the Common Elements or any other part of the Property; curing defaults hereunder or under the Declaration, Rules and Regulations, HOA Declaration or HOA Rules and Regulations by such Unit Owner; correcting any conditions originating in such Unit Owner's Unit or in any other Unit; or correcting any condition that violates the provisions of any Permitted Mortgage covering another Unit; provided, however, that requests for any such access are made not less than one day in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the tenants and occupants of the Units or with the use of the Residential Units for their permitted purposes. In

case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.16.2 A Unit Owner shall grant a right of access to such Unit Owner's Unit, and the Condominium Board shall grant rights of access to the Common Elements to Declarant and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of punch-list work; provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units or the Common Elements for their permitted purposes.

6.16.3 A Unit Owner shall grant a right of access to such Unit Owner's Unit, and the Condominium Board shall grant rights of access to the Common Elements to Declarant, and its contractors, subcontractors, architects, engineers, sales agents, leasing agents and employees for the purpose of construction, marketing, sales and leasing of the Project; provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units or the Common Elements for their permitted purposes.

6.17 **Rules and Regulations.** Annexed hereto as Schedule A and made a part hereof are the Rules and Regulations which shall be applicable to the Residential Units. The Condominium Board may from time to time, modify, amend or add to the Rules and Regulations, except that a Majority of Residential Unit Owners may overrule the Condominium Board with respect to any such modification, amendment or addition.

6.18 **Real Estate Taxes, Water Charges and Sewer Rents.** Water and sewer services for the Building shall be supplied by the City of New York. Except to the extent real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the proper authorities, the Condominium Board shall promptly pay such taxes, charges and rents as a Common Expense. To the extent that a meter measures the water consumption to an individual Unit only, the owner of that Unit shall be solely responsible for the cost thereof. In the event of a proposed sale of any Unit, the Condominium Board (for so long as the Condominium Board is still paying such real estate taxes, water charges and sewer rents) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such Unit Owner's Unit to the date of the closing of title to such Unit.

6.19 **Gas.** The cost of gas consumed or used for cooking in the Residential Units and gas for heating shall be paid by the Condominium Board and charged as a Common Expense.

6.20 **Electricity.** Electricity shall be supplied to each Unit through a sub-meter for such Unit, and the cost of electricity will be borne by each Unit Owner based upon the consumption or usage of electricity in his or her Unit, as determined by sub-metering and billed by the Condominium Board.

6.21 **Utilities Serving the Common Elements.** Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities and electricity serving or benefiting the

Common Elements shall be allocated in accordance with Common Interest except as otherwise set forth in this Article 6.

6.22 **Abatement and Enjoinment of Violations by Unit Owners.**

6.22.1 The violation of any of the Rules and Regulations or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Condominium Board the following rights, in addition to such other rights set forth in these By-Laws: (i) the right to enter any Unit or Common Element 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(s), any structure, thing or condition resulting in such violation or breach, and the Condominium Board shall not thereby be deemed guilty or liable in any manner of trespass, and (ii) the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, any such violation or breach.

6.22.2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations, or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant shall give to Declarant the right, in addition to any other rights set forth in these By-Laws, Rules and Regulations, or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, any such violation or breach.

ARTICLE 7

MORTGAGES

7.1 **Notice to Condominium Board.** Each Unit Owner shall have the right to mortgage his Unit, subject only to the terms and conditions contained in Section 7.2 hereof. A Residential Unit Owner who mortgages such Residential Unit Owner's Residential Unit, or the holder of any mortgage encumbering such Residential Unit, shall notify the Condominium Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Such Residential Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Residential Unit Owner's Residential Unit other than Permitted Mortgages. A Residential Unit Owner who satisfies a mortgage covering such Residential Unit Owner's Residential Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board.

7.2 **Restrictions on Mortgaging**.

7.2.1 No Unit Owner shall be permitted to mortgage, pledge or hypothecate his Unit unless and until he has paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed by the Condominium Board against such Unit and has satisfied all unpaid liens against such Unit, other than liens of Permitted Mortgages.

7.2.2 No Unit Owner shall execute any mortgage or other document mortgaging, pledging or hypothecating title to his Unit without including therein its Appurtenant Interest, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

7.3 **Notice of Default and Unpaid Common Charges.** The Condominium Board shall promptly provide written notice to affected Permitted Mortgagees and guarantors of Permitted Mortgages of any of the following occurrences: (a) any condemnation or casualty loss that affects either a material portion of the Building or the Unit securing its mortgage, (b) any 60-day delinquency in the payment of Common Charges or Special Assessments, or (c) any proposed action that requires the consent of a specified percent of Permitted Mortgagees. The Condominium Board, when giving notice to a Unit Owner of any such default, shall, if requested, also send a copy of such notice to any Permitted Mortgagee thereof. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by its mortgagor under the provisions of the Declaration or these By-Laws, provided that (a) the Condominium Board advises such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board forecloses a lien on such mortgagor's Unit pursuant to the terms of Section 6.7 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Condominium Board pursuant to the Declaration and these By-Laws) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

7.4 **Performance by Permitted Mortgagees.** The Condominium Board shall accept payment, by any Permitted Mortgagee of a Unit Owner, of any sum or performance of any act required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner.

7.5 **Examination of Books.** Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on reasonable notice, on business days, but not more than once a month.

7.6 **Representatives of Mortgagees.**

7.6.1 In the manner more particularly set forth in Subsection 7.6.2, the holders of Permitted Mortgages (as hereinafter defined) may, at their election, designate one or more (but not more than three) representatives ("Mortgage Representatives"), who shall be empowered to act on behalf of all holders of Permitted Mortgages with respect to any matter requiring their consent or approval under the Declaration or these By-Laws. The Permitted mortgagees may, if they elect, appoint Mortgage Representatives who are exclusively concerned with mortgages on Residential Units. If any Mortgage Representatives are so designated and notice thereof is given to the Condominium Board, the act of any such Representative (or a majority of such Representatives, if more than one is so designated) shall be deemed binding

upon the holders of all Permitted Residential Mortgages. As used herein, the term "Permitted Residential Mortgage" means a Permitted Mortgage (defined below) covering one or more Residential Units. As used herein the term "Permitted Mortgage" means (a) any first mortgage covering one or more Units, the holder of which is (i) Declarant, (ii) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust or mortgage trust, (iii) a federal, state, municipal, teachers' or union employees' welfare, pension or retirement fund or system having assets in excess of $300,000,000, in each case doing business in the State of New York, or (iv) any Government Authority; and (b) any first mortgage covering any one or more Units owned by Declarant.

7.6.2 Any designation of a Residential Mortgage Representative made by the holders of Permitted Residential Mortgages of the then-outstanding principal balances of which, in the aggregate, exceed 50% of the then-outstanding principal balances of all Permitted Residential Mortgages, shall be binding upon the holders of all Permitted Residential Mortgages. Any such designation of any Residential Mortgage Representative shall remain effective until (a) any subsequent designation thereof is made pursuant to the provisions hereof, and (b) notice of such subsequent designation is given to the Condominium Board. Unless otherwise required by law, Permitted Mortgagees other than holders of Permitted Residential Mortgages shall have no right to participate in the selection of Residential Mortgage Representatives, but such Permitted Mortgagees shall be subject to all determinations made by such Residential Mortgage Representatives pursuant to the Declaration or these By-Laws. The Construction Lender shall have a right to be a Mortgage Representative for so long as its loan remains outstanding.

7.7 **Consent of Mortgagees.** Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Condominium Board, any officer or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against its mortgagor.

ARTICLE 8

SELLING AND LEASING OF UNITS

8.1 **General**. Subject to the terms of Section 8.6 hereof, no Residential Unit Owner may sell or lease his Residential Unit except in compliance with the applicable provisions of this Article 8. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board so elects, the selling or leasing Residential Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of such Residential Unit Owner as the owner or landlord, as the case may be. Such Residential Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including without limitation attorneys' fees and expenses and court costs. In no event shall any of the provisions of this Article 8 be applicable to the Retail Unit or the Parking Unit.

8.2 **Right of First Refusal**.

8.2.1 Subject to the terms of Sections 8.6 and 8.10 hereof, until such time as Declarant no longer owns a Residential Unit, each Residential Unit Owner may sell his or her Residential Unit, together with its Appurtenant Interest, or lease its Residential Unit, provided such Residential Unit Owner (the "Offeree Unit Owner") first sends written notice of the contract of sale to the Declarant by certified or registered mail, return receipt requested, accompanied by a fully-executed, original counterpart of the contract of sale or the lease, as the case may be, containing all the terms offered in good faith by the prospective purchaser or tenant (the "Outside Offeror"). Until such time as Declarant no longer owns a Residential Unit, any contract to sell a Residential Unit together with its Appurtenant Interest and any lease of a Residential Unit (a "Sale or Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE DECLARANT WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF ARTICLE 8 OF THE BY-LAWS OF SUCH CONDOMINIUM, AS THE SAME MAY BE AMENDED FROM. TIME TO TIME." After such time as Declarant no longer owns a Residential Unit, an Offeree Unit Owner shall be required to offer the Condominium Board a right of first refusal as described above, and any Sale or Lease Agreement shall thereafter contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE BOARD OF MANAGERS OF TANGRAM HOUSE SOUTH CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF ARTICLE 8 OF THE BY-LAWS OF SUCH CONDOMINIUM, AS THE SAME MAY BE AMENDED FROM. TIME TO TIME."

8.2.2 The sending of the notice referred to in Subsection 8.2.1 will constitute an offer by the Offeree Unit Owner to sell his Residential Unit, together with its Appurtenant Interest, or to lease his Unit, as the case may be, to the Declarant (or to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners), upon the same terms and conditions as are contained in such Sale or Lease Agreement, subject, however, to any variance therefrom provided in Section 8.3 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Declarant (or to the Condominium Board, on behalf of all Unit Owners), that such Offeree Unit Owner believes the Sale or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Declarant (or the Condominium Board), the Offeree Unit Owner shall submit to the Declarant (or the Condominium Board), in writing, such further information with respect to the Outside Offeror and the Lease Agreement as the Declarant (or the Condominium Board), may reasonably request, however, no further information other than a fully executed Sale Agreement need be provided with respect to a sale.

8.2.3 Not later than thirty (30) days after receipt of such notice together with such information as may have been requested pursuant to the terms of Subsection 8.2.2, the Declarant (or the Condominium Board), may elect to the extent permitted, by sending written notice thereof by certified or registered mail, return receipt requested, to the Offeree Unit Owner

before the expiration of such thirty (30)-day period, to purchase such Residential Unit together with its Appurtenant Interest or to lease such Residential Unit, as the case may be (or to cause such Residential Unit to be purchased or leased by the Condominium Board or the Condominium Board's designee, corporate or otherwise, on behalf of all Residential Unit Owners) upon the same terms and conditions as contained in the Sale or Lease Agreement and stated in the response by the Offeree Unit Owner to any requests for additional information pursuant to the terms of Subsection 8.2.2 to the extent permitted thereunder. Notwithstanding anything to the contrary contained herein, if the Condominium Board has a right of first refusal, the Condominium Board shall not exercise any option set forth in this Section 8.2 to purchase or lease any Residential Unit without the prior approval of a Majority of Unit Owners; however, the Condominium Board shall have the right to release or waive any such option without prior approval of a Majority of Unit Owners. The Condominium Board may not discriminate against any person because of sex, race, creed, color, national origin, ancestry, or other ground prohibited by Applicable Law in connection with the exercise of its option to purchase or lease such Residential Unit.

8.2.4 In no event shall the provisions of this Section 8.2 apply to the sale or lease of any Retail Unit or Parking Unit.

8.3 **Acceptance of Offer**.

8.3.1 If the Declarant (or the Condominium Board) elects, within the time and in the manner provided in Section 8.2 hereof, to purchase a Residential Unit together with its Appurtenant Interest, or to lease such Residential Unit (or to cause such Residential Unit to be purchased or leased by the Condominium Board's designee), title shall close or a lease shall be executed, in either event in accordance with the terms of the Sale or Lease Agreement at the office of the Managing Agent or at the office of the attorneys for the Declarant as directed by Declarant (or at the office of the attorneys for the Condominium as directed by the Condominium Board), within forty-five (45) days after the day upon which the Declarant (or Condominium Board) gives notice of its election to accept such offer; provided, however, that in the event that the closing date or commencement date of the term of the lease, as the case may be, as set forth in the Sale or Lease Agreement, is later than forty-five (45) days after the giving of notice by the Declarant (or the Condominium Board) of its election to accept the aforesaid offer, the Declarant (or the Condominium Board) shall be required to perform or cause to be performed all of the terms of the Sale or Lease Agreement (except as otherwise expressly set forth in this Article 8), including, but not limited to, payment of a down payment or advance rentals and security deposits, or closing of title or acceptance of occupancy, as the case may be, and such closing of title or the commencement of the term of the lease shall be the date set forth in the Sale or Lease Agreement as the intended closing date or commencement date, as the case may be.

8.3.2 If a Unit and its Appurtenant Interest are to be purchased by the Condominium Board or its designee on behalf of all Unit Owners, such purchase may be made from the funds deposited in the capital or expense accounts of the Condominium Board. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may levy a Special Assessment against each Unit Owner (other than the Offeree Unit Owner) in

accordance with the terms of Subsection 6.1.5 hereof and/or the Condominium Board may, in its discretion, finance the acquisition of such Residential Unit; provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Residential Unit to be purchased together with its Appurtenant Interest. In addition, if the Outside Offeror was to assume or to take title to the Residential Unit subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Sale or Lease Agreement, the Declarant (or the Condominium Board) may purchase the Residential Unit and assume or take title thereto subject to such mortgage or mortgages, as the case may be. At the closing of title, the Offeree Unit Owner shall convey the Unit, together with its Appurtenant Interest, to the Declarant (or to the Condominium Board or to its designee), on behalf of all Unit Owners, by deed in the form required by Section 339-o of the Condominium Act with all tax and documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale, notwithstanding any terms of the Sale or Lease Agreement to the contrary. Real estate taxes (including water and sewer charges, if separately assessed), mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Declarant (or the Condominium Board or its designee) as of the closing date, notwithstanding any terms of the Sale or Lease Agreement to the contrary. Thereafter, such Residential Unit shall be held, if owned by the Condominium Board or its designee, on behalf of all Unit Owners, as tenants in common, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Residential Unit and the entire Property, as herein provided.

8.3.3 If such Residential Unit is to be leased by the Declarant (or by the Condominium Board or its designee on behalf of all Unit Owners), the Offeree Unit Owner shall execute and deliver to the Declarant (or the Condominium Board or such designee) a lease covering such Residential Unit by and between the Offeree Unit Owner, as landlord, and the Declarant (or the Condominium Board or such designee), as tenant. Such lease shall be in the then-current form of apartment lease recommended by the Real Estate Board of New York, Inc., and will contain all the terms and conditions of the Sale or Lease Agreement that are not in conflict with such form of lease (including, but not limited to, the rental and term provided for therein) or that, if they are in conflict with such form of lease, the Declarant (or the Condominium Board) is willing, in its sole and absolute discretion, to accept. Notwithstanding anything to the contrary set forth hereinabove or in the Sale or Lease Agreement, however, such lease shall expressly provide that the Declarant (or the Condominium Board or such designee) may enter into a sublease of the premises demised thereunder without the consent of the landlord.

8.4 **Failure to Accept Offer**.

8.4.1 If the Declarant (or the Condominium Board) fails to accept an offer made pursuant to the terms of Section 8.2. hereof within the time period set forth in Subsection 8.2.3, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale or Lease Agreement within ninety (90) days after the expiration of the period within the Declarant (or the Condominium Board or its designee) might have accepted such offer, as the case may be. If the Offeree Unit Owner fails to consummate the transaction embodied in the Sale or Lease Agreement within such ninety (90)-day period, then, should the Offeree Unit Owner

thereafter elect to sell such Residential Unit together with its Appurtenant Interest or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all the terms and provisions of Sections 8.2, 8.3 and 8.4 hereof.

8.4.2 Any deed of a Residential Unit and its Appurtenant Interest to an Outside Offeror shall expressly provide, or, in the absence of such provision, shall be conclusively deemed to provide, that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

8.4.3 Each lease of a Residential Unit to an Outside Offeror shall be in the then-current form of apartment lease recommended by the Real Estate Board of New York, Inc., subject to such modifications as may be approved in writing by the Condominium Board. Notwithstanding the foregoing, each such lease shall be consistent with the Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time, and shall expressly provide that:

8.4.3.1 such lease may not be amended, modified or extended without the prior written consent of the Condominium Board;

8.4.3.2 the tenant thereunder shall not assign his interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board;

8.4.3.3 the Condominium Board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act; and

8.4.3.4 such lease shall provide for a term of not less than one (1) year.

8.5 **Termination of the Right of First Refusal**. A certificate executed and acknowledged by the Declarant or the Managing Agent (or the Secretary of the Condominium), stating that the provisions of Section 8.2 hereof have been met by a Residential Unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Declarant (or the Condominium Board) and that, as a result thereof, the rights of the Declarant (or the Condominium Board) thereunder have terminated, shall be conclusive upon the Declarant, the Condominium Board and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Residential Unit may be conveyed (together with Appurtenant Interests) or leased free and clear of the terms and conditions contained in Section 8.2 hereof. The Declarant (or the Condominium Board) shall furnish or cause the Managing Agent to furnish, without charge, such certificate upon written request to any Residential Unit Owner in respect to whom the provisions of Section 8.2 hereof have, in fact, been terminated. In no event, however, shall the right of first refusal described in Section 8.2 hereof be deemed released or waived by the Declarant (or the Condominium Board)

in the absence of a certificate that has been duly executed, acknowledged and issued by the Declarant (or the Condominium Board) or the Managing Agent as aforesaid.

8.6 **Exceptions to the Right of First Refusal**. The terms and conditions in Sections 8.2, 8.3 and 8.4 hereof shall not apply with respect to any sale, together with its Appurtenant Interest, or lease of a Residential Unit, by:

8.6.1 the Declarant or any Affiliate of the Declarant;

8.6.2 the Condominium Board;

8.6.3 any proper officer conducting the sale of a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit or by the Residential Unit Owner delivering a deed in lieu of such foreclosure;

8.6.4 any Permitted Mortgagee or his nominee who has acquired title to any Residential Unit at any foreclosure sale of his Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; or

8.6.5 in accordance with the provisions of Section 8.10 hereof;

provided however, that each succeeding Residential Unit Owner shall be bound by, and his Residential Unit shall be subject to, all of the terms and conditions of this Article 8. In addition, the owner of a Residential Unit may lease or convey (but not sell) his or her Residential Unit to any of his adult Family Members (individually or in any combination), or to a trust for the benefit of any of them or, in the case of a Residential Unit Owner that is not an individual, to any Affiliate of such Residential Unit Owner, without complying with the right of first refusal.

8.7 **Consent of Declarant and Charges Imposed on Sale or Lease of Residential Units.**

8.7.1 If not prohibited by Applicable Law, the Condominium Board shall have the right and authority to fix by resolution and collect, before any sale or lease of a Residential Unit is consummated, a reasonable charge to cover its expenses, including payment of any fees due to the Managing Agent or any attorney retained by the Condominium Board, in connection with such sale or lease. If any such charge is adopted, it shall be added to and constitute Common Charges payable by the selling or leasing Residential Unit Owner. Such charge shall not be fixed or collected for any sale or lease that is exempted under Section 8.6 hereof from the provisions of Sections 8.2, 8.3 and 8.4 hereof.

8.7.2 In addition, in the event a Residential Unit Owner wishes to assign his or her Purchase Agreement, or wishes to resell his or her Residential Unit within twelve months after the First Closing, such Residential Unit Owner must obtain the express written consent of Declarant, which consent may be withheld in Declarant's sole discretion. In the event said Residential Unit Owner enters into any agreement to assign his or her Purchase Agreement or enters into any agreement to resell or otherwise transfer title of his or her Residential Unit, such Residential Unit Owner shall simultaneously with the closing of title

under such resale agreement or upon such assignment, pay to Declarant an amount equal to 5% of the aggregate of the sales price and the assignment price listed on the assignment agreement or 5% of the sales price listed on the sales agreement, as the case may be, which amounts shall be confirmed on the transfer tax forms, which must be provided to Declarant or its representative. The fee shall be payable in certified funds, official bank check or by wire transfer of immediately available federal funds. In no event will such a fee be applicable to the sale of the Retail Unit or the Parking Unit. Notwithstanding the foregoing, any Permitted Mortgagee that acquires title to a Unit by foreclosure or by deed in lieu of foreclosure will be exempt from paying such fee upon the sale of the Unit. In addition, such fee shall not be collected from an Offeree Unit Owner if the right of first refusal is exercised by the Declarant or the Condominium Board pursuant to Section 8.2 hereof.

8.8 **Gifts and Devises, Etc**. Any Residential Unit Owner shall be free to convey or transfer his Residential Unit, together with its Appurtenant Interest, by gift, or to devise such Unit by will or to have it pass by intestacy, without restriction; provided, however, that each succeeding Residential Unit Owner shall be bound by, and his Residential Unit shall be subject to, the provisions of this Article 8.

8.9 **No Severance of Ownership**. No Unit Owner shall execute any deed or other instrument conveying title to his Unit without including therein its Appurtenant Interest, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interest of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the Appurtenant Interests of all Units.

8.10 **Payment of Common Charges**. No Residential Unit Owner shall be permitted to convey or lease his Residential Unit unless and until he has paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed by the Condominium Board against such Residential Unit and has satisfied all unpaid liens against such Residential Unit, other than liens of Permitted Mortgages.

8.11 **Power of Attorney**. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of his title insurance company (or, if no such representative is present, to the Declarant, or, if the Declarant is not then the owner of any Unit, to the Condominium Board), for recording in the Register's Office, a power of attorney as required in Article 15 of the Declaration.

8.12 **Notices Concerning Residential Unit Occupancy and Changes in Ownership.** Within five (5) days following acquisition of a Residential Unit or the commencement of a lease relating thereto, the new Unit Owner or the lessor, as the case may be, shall notify the Managing Agent of the Residential Unit involved, the name of the purchaser or lessee and the names of the individuals, as permitted by these By-Laws, who will be using or occupying the Unit. The

individuals so designated to use or occupy the Unit may be changed by the purchaser or lessor, from time to time, by further notice to the Managing Agent.

8.13 **Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common.** If any Unit shall be acquired by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit.

8.14 **Subordination, Non-disturbance and Attornment Agreements.**

8.14.1 The Condominium Board, at the request of the Retail Unit Owner or the Parking Unit Owner, will enter into an agreement with any tenant with which the Retail Unit Owner or Parking Unit Owner has entered into a lease for all or a portion of such Unit. Under the terms of such agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration, and the Condominium Board will agree that so long as there is no event of default under said lease as would entitle the landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the lien of the Condominium Board on such Retail Unit or Parking Unit for Common Charges or any other sums of any sort, and the Condominium Board shall agree that the lease shall not be terminated in any foreclosure or other action or proceeding instituted in connection with any such lien or in the exercise of any rights of the Condominium Board, or, in case the Condominium Board takes possession of the Retail Unit or Parking Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided, however, that if the Condominium Board or any other Person succeeds to the interests of the Retail Unit Owner or Parking Unit Owner under the lease, the tenant will agree to be bound to the Condominium Board or such other Person under all of the terms, covenants and conditions of the lease and the tenant will attorn to the Condominium Board or such other Person as its landlord.

8.14.2 The Condominium Board will also be required to cooperate with the Retail Unit Owner and the Parking Unit Owner in connection with the sale, leasing or mortgaging of the Retail Unit or the Parking Unit. Such cooperation shall include the execution and delivery by the Condominium Board, without charge to the Unit Owner, of such documents as may reasonably or customarily be required in connection with the sale, leasing or mortgaging of the Unit including, but not limited to, an estoppel.

8.14.3 If the Condominium Board fails to enter into agreements described in Subsections 8.15.1 and 8.15.2 within five business days following delivery of a written request by the Retail Unit Owner or the Parking Unit Owner, the Condominium Board will have been deemed to have consented to any of such agreements, which may be executed by the member of the Condominium Board appointed by the Retail Unit Owner or the Parking Unit Owner.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Common Elements, the Condominium Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the Common Elements so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by the Condominium Board. The award made for any such taking shall be payable to the Condominium Board; provided, however, that if any such award exceeds the sum of $1,000,000, multiplied by the CPI Factor, such award shall be payable to the Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be (a) borne and shared by all Unit Owners with respect to any taking of the General Common Elements, pro rata in accordance with their respective Common Interests; (b) borne and shared by all Residential Unit Owners with respect to any taking of the Residential Common Elements, pro rata in accordance with their Residential Common Interests; and (c) borne and shared by all Residential Unit Owners having exclusive access to Residential Limited Common Elements with respect to any taking of such Residential Limited Common Elements, pro rata in accordance with their respective interests in such Residential Limited Common Interests. Notwithstanding any provisions contained herein to the contrary, in the event that (1) 75% or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with such repair and restoration of the General Common Elements, or (2) 75% or more in Residential Common Interest of all Residential Unit Owners do not duly and promptly resolve to proceed with such repair and restoration of the Residential Common Elements or the Residential Limited Common Elements, then such repairs or restorations of the General Common Elements and/or Limited Common Elements shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners pro rata in the same manner as is set forth in clauses (a), (b) and (c) above, after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Units other than mortgages that are not Permitted Mortgages. As used in this Article 9 the words "promptly resolve" shall mean not more than 60 days from the date of such taking. Any dispute under this Article 9 shall be settled by Arbitration. Notwithstanding the foregoing, any action to terminate the legal status of the Condominium after a condemnation occurs must be agreed to by Permitted Mortgagees that represent at least 51% of the Units that are subject to Permitted Mortgages.

ARTICLE 10

RECORDS AND AUDITS

10.1 **Records.** The Condominium Board or the Managing Agent shall keep detailed records of the actions of the Condominium Board, minutes of the meetings of the Condominium Board, minutes of the meetings of the Unit Owners and financial records and books of account with respect to the activities of the Condominium Board, including a listing of all receipts and expenditures. In addition, the Condominium Board shall keep a separate account for each Unit,

which, among other things, shall contain the amount of each assessment of Common Charges and Special Assessments, if any, made by the Condominium Board against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 **Audits.** Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Condominium Board to all Unit Owners and, if so requested, to any Permitted Mortgagee. The cost of such report shall be paid by the Unit Owners as a Common Expense.

10.3 **Availability of Documents.** Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE 11

ARBITRATION

11.1 **General Procedure.**

11.1.1 Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in New York City by JAMS or any successor organization thereof, in accordance with its rules then in effect. The decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures.

11.1.2 In the event that JAMS is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within 10 days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any arbitration under this Section 11.1.2 shall be a lawyer or real estate owner, developer, or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than fifteen years.

11.2 **Costs and Expenses.** The fees, costs and expenses of the arbitrator and the Unit Owners' attorneys and expert witnesses will be borne by the losing party in the arbitration, or will be reimbursed by the losing party in the arbitration. If the position of neither party to the dispute will be substantially upheld by the arbitrator, the fees, costs and expenses will be borne equally by the disputants. All costs and expenses paid or incurred by the Condominium Board in connection or resulting from with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute Common Expenses. Notwithstanding anything to the contrary in this Section 11.2, with respect to any dispute between a Unit Owner and the Condominium Board that is submitted to arbitration pursuant to the provisions of Section 6.1.8, the Condominium Board shall bear the fees, costs and expenses

of the arbitrator if such arbitration shall result in the amount of that portion of the contested item of Common Expenses or Special Assessments allocated to such Unit Owner's Unit as originally determined by the Condominium Board being reduced by an amount equal to more than 10% of the amount of such contested item; and the Unit Owner challenging such apportionment shall bear the fees, costs and expenses of the arbitrator if such arbitration shall result in no reduction in the amount of that portion of the contested item of Common Expenses or Special Assessments allocated to such Unit Owner's Unit or a reduction in an amount equal to 10% or less of the amount of such contested item.

11.3 **Agreement by Parties.** The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 12

MISCELLANEOUS

12.1 **Waiver.** No provision contained in these By-Laws or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12.2 **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 or intent of these By-Laws or any provision hereof.

12.3 **Certain References.**

12.3.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

12.3.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires.

12.3.3 Unless otherwise stated, all references herein to Articles, Sections, Subsections or other provisions are references to Articles, Sections, Subsections or other provisions of these By-Laws.

12.4 **Severability; Conflict.** Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall,

except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law. In the event any provision of these By-Laws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

12.5 **Insurance Trustee**. If an Insurance Trustee is required pursuant to the provisions of Subsection 6.2.2, the Condominium Board shall promptly appoint such Insurance Trustee. In the event the Insurance Trustee appointed to serve as such by the Condominium Board resigns or the Condominium Board wishes to replace it, the Condominium Board shall promptly appoint a new Insurance Trustee. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Construction Lender, the Construction Lender shall be the Insurance Trustee until its release of all Units from the lien of its mortgage.

12.6 **Successors and Assigns**. Except as set forth herein or in the Declaration to the contrary, the rights and obligations of Declarant as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or, with the consent of Declarant, any transferee of some or all then Unsold Residential Units then owned by Declarant, as the case may be. The rights and obligations of the Retail Unit Owner as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Retail Unit Owner. The rights and obligations of the Parking Unit Owner as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Parking Unit Owner. Subject to the foregoing, Declarant, the Retail Unit Owner and the Parking Unit Owner shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

12.7 **Covenant of Further Assurances.**

12.7.1 Any Person subject to the terms of these By-Laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board an officer of the Condominium, or otherwise, upon prior reasonable written request and at the expense of any Person requesting same, shall execute, acknowledge and deliver to such requesting Person any instruments and take any action that such Unit Owner, lessee or sublessee, occupant, member, officer or other Person subject to the terms of these By-Laws is required to take to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.7.2 If any Unit Owner or other Person who is subject to the terms of these By-Laws fails, within ten days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action that such Unit Owner or other Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Condominium Board, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, is hereby authorized 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.

12.7.3 If the Condominium Board, any Unit Owner or any other Person who is subject to the terms of these By-Laws fails, within ten days after request therefor made by Declarant, to execute, acknowledge or deliver any instrument or to take any action that the Condominium Board, such Unit Owner or such other Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant, then Declarant, as attorney-in-fact for such Unit Owner, coupled with an interest, is hereby authorized to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner or such other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner or such other Person, as the case may be.

ARTICLE 13

AMENDMENT TO BY-LAWS

13.1 **Amendments by Unit Owners.** Except as specifically provided in these By-Laws or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or any Unsold Residential Units, the Retail Unit, the Retail Unit Owner, the Parking Unit, or the Parking Unit Owner, (a) any provision of these By-Laws may be amended, modified, added to or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected, (b) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Section or the Residential Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66-2/3% in number and in Common Interest of all Residential Unit Owners taken in accordance with the provisions of these By-Laws, (c) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Retail Unit or the Retail Unit Owner may be amended, modified, added to or deleted by the Retail Unit Owner, or if the Retail Unit is subdivided so that there is more than one, a majority of the Retail Unit Owners (excluding the Condominium Board if it owns a Unit), and (d) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Parking Unit or the Parking Unit Owner may be amended, modified, added to or deleted by the Parking Unit Owner, or if the Parking Unit is subdivided so that there is more than one, a majority of the Parking Unit Owners (excluding the Condominium Board if it owns a Unit). Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant, Permitted Mortgagees, any Unsold Residential Units, the Retail Unit, the Retail Unit Owner, the Parking Unit or the Parking Unit Owner, any such amendment, modification, addition or deletion shall be executed by the Condominium Board, as attorney-in-fact for all Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners to so act as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments affecting Declarant, any Unsold Residential Units, the Retail Unit, the Retail Unit Owner, the Parking Unit or the Parking Unit Owner, (i) no amendment, modification, addition or deletion pursuant to the provisions of clause (a) above shall be effective without the written consent of the Residential Mortgage Representatives, if any, (which consent shall not be unreasonably withheld

or delayed); (ii) no amendment, modification, addition or deletion pursuant to the provisions of clause (b) above shall be effective without the written consent of the respective Residential Mortgage Representatives, if any (which consent shall not be unreasonably withheld or delayed); and (iii) the provisions of this Section 13.1 may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Residential Mortgage Representatives, 80% in number and in Common Interest of all Unit Owners affected thereby approve such amendment, modification, deletion or addition in the manner set forth above.

13.2 **Amendments Affecting Declarant, the Retail Unit Owner or the Parking Unit Owner.** Notwithstanding any provision contained in Section 13.1 or elsewhere in these By-Laws to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations shall be effective in any way (a) without the prior written consent of the Retail Unit Owner with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Retail Unit or affecting the rights, privileges, easements, licenses or exemptions granted to the Retail Unit Owner or increasing the obligations of the Retail Unit Owner, (b) without the prior written consent of the Parking Unit Owner with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Parking Unit or affecting the rights, privileges, easements, licenses or exemptions granted to the Parking Unit Owner or increasing the obligations of the Parking Unit Owner, (c) without the prior written consent of Declarant or the owner of any Unsold Residential Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to these by-laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Declarant or the owner of any Unsold Residential Unit, as the case may be, or otherwise adversely affecting Declarant or the owner of any Unsold Residential Unit, as the case may be, or increasing the obligations of the Declarant or the owner of any Unsold Residential Unit, or (d) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Residential Unit, or the Retail Unit or the Parking Unit, with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Residential Unit or the Retail Unit or the Parking Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Residential Unit or the Retail Unit or the Parking Unit or increasing the obligations of such Unit Owners.

13.3 **Amendments Affecting Permitted Mortgagees.** Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 7 or Sections 6.1, 6.2, 6.4.2, 6.4.3 or 8.11 or Subsections 8.6.3 or 8.6.4 shall be effective as against any Permitted Mortgagee theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

ARTICLE 14

AMENDMENTS CONCERNING RETAIL UNIT AND PARKING UNIT

14.1 Amendments, modifications, additions or deletions of or to the Declaration, these By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Retail Unit or the subdivision of the Retail Unit into separate retail condominium units and/or the offering for sale or lease of all or any portion of the Retail Unit or resultant retail condominium units. In connection therewith, it is contemplated that Declarant or the Retail Unit Owner will cause the Declaration, these By-Laws and the Rules and Regulations to be amended, modified, added to or deleted from and that the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners. In the case of any such amendment, modification, addition or deletion that does not adversely affect the Residential Section or any Residential Unit Owners, as determined by Declarant or the Retail Unit Owner, the officer appointed by the Retail Board Member shall be the attorney-in-fact for the Residential Unit Owners, coupled with an interest, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion.

14.2 Amendments, modifications, additions or deletions of or to the Declaration, these By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Parking Unit or the subdivision of the Parking Unit into separate parking condominium units and/or the offering for sale or lease of all or any portion of the Parking Unit or resultant parking condominium units. In connection therewith, it is contemplated that Declarant or the Parking Unit Owner will cause the Declaration, these By-Laws and the Rules and Regulations to be amended, modified, added to or deleted from and that the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners. In the case of any such amendment, modification, addition or deletion that does not adversely affect the Residential Section or any Residential Unit Owners, as determined by Declarant or the Parking Unit Owner, the officer appointed by the Parking Board Member shall be the attorney-in-fact for the Residential Unit Owners, coupled with an interest, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion.

SCHEDULE A

RESIDENTIAL RULES AND REGULATIONS

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows, terraces, balconies, or roofs or placed upon the window sills of the Residential Section.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Building, and neither shall such areas be used as waiting/gathering places.

4. No public hall or public elevator vestibule of the Residential Section shall be decorated or furnished by any Residential Unit Owner in any manner.

5. Each Residential Unit Owner shall keep such Residential Unit Owner's Unit and any Residential Limited Common Elements appurtenant thereto (including the surface of any terrace or balcony appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Residential Unit Owner's terrace shall be within the sole but reasonable discretion of the Condominium Board.

6. No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by law, except such as shall have been approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed.

7. No radio, television aerial, satellite, disk or similar devices shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Condominium Board, nor shall anything be projected from any door, window, terrace, balcony or roof of the Residential Section without similar approval except as may otherwise be required by law.

8. No heat, ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Residential 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 Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other such electrical equipment in such Residential Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles or baby carriages shall be allowed to stand in any passages, public halls, vestibules, corridors or other public areas of the Building.

11. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on any balconies or terraces, other than furniture of the kind usually maintained in outdoor areas.

12. No Residential Unit Owner shall make or permit any disturbing noises or activity in the Building or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Building. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a radio, television, computer, stereo or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Condominium Board. No construction or 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 or unless such work is performed by Declarant.

13. Dogs, caged birds, cats and fish shall be permitted to be kept in Residential Units. No pets other than dogs, caged birds, cats and fish shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Condominium Board or the Managing Agent, and such consent, if given, shall be revocable by the Condominium Board or the Managing Agent in its sole discretion, at any time. In no event shall any Unit Owner maintain more than one (1) pet in a Unit. No pet shall be permitted in any of the 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, balconies or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the Condominium Board setting forth such other rules regarding pets as the Condominium Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from the acts of such pet.

14. All service and delivery persons will be required to deliver all packages, whenever feasible to the package room in the lobby, where such packages will be held for pick-up by Residential Unit Owners. In the case of packages containing perishable food items, service

or delivery persons must first register with building personnel and, upon being approved by the Residential Unit Owner, will be permitted to make deliveries directly to individual Residential Units.

15. Refuse from the Residential Units shall be deposited into the trash chutes on each residential floor.

16. No occupant of the Residential Section shall send any employee of the Condominium or the Managing Agent out of the Building on any private business.

17. The agents or the Managing Agent and any contractor or worker authorized by the Condominium Board or the Managing Agent may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's prior written notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

18. The Condominium Board or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Residential Unit Owner shall be required to provide the Condominium Board or the Managing Agent with a key thereto immediately upon the alteration or installation of any new lock. If the Residential Unit Owner is not personally present to open and permit an entry to such Unit Owner's Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the Declaration or By-Laws and such Residential Unit Owner has not furnished a key to the Condominium Board or the Managing Agent as required hereunder, then the Condominium Board or the Managing Agent or the agents of either of them may forcibly enter such Unit without liability for damages or trespass by reason thereof provided, however, that (i) an emergency exists; (ii) specific authorization by an officer of the Condominium or an officer of the Managing Agent has been given; and (iii) reasonable care under the circumstances is given to such Unit Owner's personal belongings and property.

19. No vehicle belonging to a Residential Unit Owner or to a member of the family or guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access by another vehicle to any entrance to or exit from the Building.

20. Complaints regarding the services of the Residential Section shall be made in writing to the Condominium Board or to the Managing Agent.

21. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Condominium Board at any time, by resolution of the Condominium Board; and any such consent or approval may, in the discretion of the Condominium Board, be conditional in nature.

22. Residential Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust and floor 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 in the hopper door, (e) deposit all bundles of waste into the hopper; (f) never deposit waste of an explosive nature into the hopper; and (g) observe all Laws regarding the recycling of refuse then imposed by governmental agencies having jurisdiction thereover.

23. Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof above the 15th floor or the bulkhead roof.

24. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

25. No Residential Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

26. If any key or keys are entrusted by a Residential Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Condominium Board or 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 Condominium Board nor the Managing Agent shall (except as provided in paragraph 18 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or in connection therewith, provided, however, reasonable care under the circumstances was given to such Unit Owner's personal belongings and property.

27. The Condominium Board shall have the right from time to time to relocate any portion of the Common Elements devoted to service purposes.

28. 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 prior consent of the Condominium Board or the Managing Agent.

29. In the event that any Residential Unit is used for home-occupation purposes that are permitted by law and the Declaration and By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

30. There will be no barbecuing in the Residential Units or in the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board.

31. The Condominium Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed when, in its

reasonable judgment, the Condominium Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Property, or the preservation of good order therein, or the operation or maintenance of the Property, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

DOCUMENT 8

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TANGRAM HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTION

RELATING TO PREMISES KNOWN AS

TANGRAM
QUEENS, NEW YORK

Declarant: **Two Fulton Square LLC**

Date of Declaration: _____

Prepared by: **Herrick, Feinstein LLP**
2 Park Avenue
New York, New York 10016

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DECLARATION OF COVENANTS, CONDITIONS EASEMENTS AND RESTRICTIONS OF TANGRAM HOMEOWNERS ASSOCIATION, INC.

RELATING TO PREMISES KNOWN AS 133-27 39th AVENUE, QUEENS, NEW YORK, 37-09 COLLEGE POINT BOULEVARD, QUEENS, NEW YORK AND 133-36 37th AVENUE, QUEENS, NEW YORK

DECLARATION made this __ day of _____ , ___ , by Two Fulton Square LLC, a New York limited liability company having an office c/o F&T Group, Queens Crossing, 136-20 38th Avenue, 12th Floor, Flushing, New York 11354 (hereinafter called "**Declarant**").

Statement of Facts

Two Fulton Square LLC is the owner of that certain parcel of land located at 133-27 39th Avenue in the City and State of New York, County of Queens, as more particularly described on Exhibit A-1 annexed hereto, on which a condominium known as the Tangram House South Condominium is intended to be developed, 37-09 College Point Boulevard in the City and State of New York, County of Queens described on Exhibit A-2 annexed hereto, on which a condominium known as the Tangram House West Condominium is intended to be developed, and that certain parcel of land located at 133-36 37th Avenue in the City and State of New York, County of Queens described on Exhibit A-3 annexed hereto, on which a hotel is intended to be developed (the "Hotel Condominium"). The hotel building is expected to be developed as a condominium, although it may ultimately not be developed as a condominium. (Each condominium is known as a "**Condominium**" and collectively, the "**Condominiums**"). The three parcels are located adjacent to each other, and are to include amenities to be shared among the parcels as hereinafter set forth. At the time of filing of a Condominium declaration for the Tangram House West Condominium, each member of the condominium board of managers at the Tangram House South Condominium and the Tangram House West Condominium shall become a Voting Member of the Association (hereinafter defined) in his or her representative capacity on behalf of all Condominium Unit Owners at his or her Property, and the Hotel Facility Owner (hereinafter defined) shall also become a Voting Member of the Association. If the Hotel Facility was not previously constructed, the Hotel Facility Owner shall become Voting Member of the Association if and when that building is later constructed. Declarant or its Affiliates shall also be a Voting Member of the Association which shall exist so long as all condominiums are not formed or a determination is made by Declarant not to develop any more Properties in the Development Area (hereinafter defined). The individual residential Condominium Unit Owners at the Tangram House South Condominium and the Tangram House West Condominium will be Non-Voting Members of the Association (hereinafter defined). The parcels subject to the Declaration are collectively referred to herein as the "**Development Area**." Specifically excluded from the Development Area is the adjacent Tangram Tower Condominium at 37-12 Prince Street, Queens, New York.

Ultimately the Development Area is intended to be used as and for (i) residential purposes, (ii) a Retail Facility, (iii) a Hotel Facility, (iv) a Garage Facility, (v), permanent open space, and (vi) common facilities (including recreation facilities) for the benefit, enjoyment and

use of certain of the respective owners, tenants, residents and other occupants of the Development Area to the extent hereinafter set forth. The Retail Facility and Garage Facility are not HOA Improvements or HOA Property. The Declarant intends, from time to time to grant easements in and to certain open spaces and other common facilities to certain occupants of each other's Properties within the Development Area when developed and to Tangram Homeowners Association, Inc. (hereinafter called the "**Association**" or "**HOA**"), a corporation formed under the not-for-profit corporation law of the State of New York. It is not intended that the Association will own any property, initially. However, the tennis court and other recreation areas at the Hotel Facility may ultimately be conveyed to the Association. The Association's purpose is to manage those portions of the Development Area that are to be shared among the residential Condominium Unit Owners in the Tangram House South Condominium and Tangram House West Condominium and the guests of the Hotel Condominium and to contribute to the peaceful use and enjoyment of the Development Area for the benefit of such Unit Owners and guests.

In order to preserve the value of the Development Area and each portion of the same, as well as to provide for the efficient operation, maintenance and administration of the shared open spaces and shared common facilities forming parts thereof, Declarant desires to:

(1) subject the Development Area, to the covenants, restrictions, easements, conditions, charges and liens hereinafter set forth; and

(2) vest the Association with the duties and powers of (i) maintaining, operating and administering certain common facilities in the Development Area, (ii) maintaining, operating and administering certain other portions of the Development Area in lieu of certain condominium functions and (iii) administering and enforcing the covenants, restrictions, easements, conditions and liens, and collecting and disbursing the charges set forth and/or provided for herein or in the By-Laws.

NOW, THEREFORE, in order to provide for the congenial use and occupancy of the Development Area, the protection of the value of the Development Area and all portions of the same and the efficient operation, maintenance and administration of certain portions of the Development Area including, but not limited to portions of the Development Area to be used in common by certain owners, tenants, residents and other occupants of the Properties, Declarant hereby declares, itself, as well as for its successors and assigns as the owner(s) of the Development Area that the Development Area is, and at all times hereafter shall be, held, transferred, sold, conveyed, used, enjoyed and occupied subject to the covenants, restrictions, easements, conditions, charges and liens hereinafter set forth:

ARTICLE 2
GENERAL

Section 2.1 Definitions. All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof shall have the meanings set forth in Exhibit B annexed hereto, unless the context in which the same are used shall otherwise require. Each of the said

capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 2.2 Applicability of this Declaration. This Declaration, including, without limitation, the respective Exhibits annexed hereto, is applicable to the Development Area and to the use, enjoyment and occupancy of each and every portion thereof.

Section 2.3 Declaration Binding on All Condominium Unit Owners. Each Condominium Unit Owner whose Condominium Unit comprises part of the Development Area shall be bound by this Declaration and all other Association Documents as each of the Association Documents may be amended from time to time; and any person accepting a deed to any Condominium Unit or the Hotel Facility or a lease covering any Condominium Unit or the Hotel Facility or otherwise succeeding to the interests of such a Condominium Unit Owner or the Hotel Facility Owner or tenant shall have conclusively be deemed to have agreed, by such acceptance or succession, that the provisions of the Association Documents, as each of the same may be amended from time to time, are assumed, accepted, ratified and will be complied with by such Person. However, the Retail Facility Owner and Parking Facility shall not be Members of the Association.

The foregoing is not intended to include Persons, including, but not limited to, lenders, who hold an interest in a Condominium Unit merely as security for the performance of an obligation. The conveyance of a Person's only Condominium Unit to another shall constitute such Person's automatic withdrawal from, and resignation of, membership in the Association.

ARTICLE 3
USE OF THE DEVELOPMENT AREA IN RELATION TO HOA PROPERTY

Section 3.1 General. No noxious, immoral or unlawful use shall be made of the Development Area or any portion thereof including the HOA Property and HOA Improvements. The Board will have the right to bring an action for injunction, and a court will determine whether there was any noxious, immoral or unlawful use. No nuisance shall be allowed on the Development Area. No use of the Development Area or practice thereon, shall be allowed that is an unreasonable source of annoyance to the owners, occupants or invitees of the same or that unreasonably interferes with the peaceful possession or proper use of the Development Area including HOA Property and HOA Improvements. No waste shall be committed on, or with respect to, the Development Area. Except with the prior written consent of the Association or the Declarant, nothing shall be done or kept by any Person on the Development Area, that would:

(1) increase the rate of insurance for any part of the Development Area; or

(2) result in the cancellation of any policy of insurance on the Development Area or any portion thereof, or on the contents of any of the same.

Section 3.2 Use of the HOA Property. Subject to the terms of Section 3.6 below, the HOA Property and HOA Improvements may be used and enjoyed only for the furnishing of the services and facilities, and for the other uses and purposes, for which the same was designed and intended.

Section 3.3 Use of Condominium Units. Subject to the terms of Section 3.5 below, each Condominium Unit shall be used only as set forth in the applicable Condominium Documents.

Section 3.4 Rules and Regulations. Each Person who owns or leases any Condominium Unit or any portion thereof comprising part of the Development Area shall observe and comply with the Rules and Regulations of the Association. The Association shall have the right to amend, modify, add to, or delete any of the Rules and Regulations from time to time, provided, however, that:

(1) copies of the text of any amendments, modifications, additions, or deletions to the Rules and Regulations shall be furnished to each Person who owns any Condominium Unit not less than thirty (30) days prior to the effective date thereof and thereafter to Persons acquiring a Condominium Unit upon request; and

(2) no amendment, modification, addition, or deletion shall be made that would abrogate or otherwise adversely affect the rights, benefits, or exemptions of Declarant.

Section 3.5 Special Rights of Declarant. Notwithstanding anything to the contrary contained in this Article 3, for so long as (i) there are any Unsold Condominium Units or Units owned by Declarant or its Affiliates and/or (ii) there are Condominium Units as to which any permitted construction or development has not been completed, Declarant and its Affiliates shall have the right, without obtaining the consent of either the Association or any other Condominium Unit Owner or Member(s), and without charge or limitation, to:

(1) have its employees, contractors, subcontractors and sales and leasing agents present on all portions of the Development Area or properties intended to be added to the Development Area (including each Condominium Unit and the HOA Property and HOA Improvements);

(2) erect and maintain signs and other promotional materials (including, without limitation, "for sale" and "for rent" signs), of any size or content determined by Declarant, on, about or adjacent to any portions of the Development Area chosen by Declarant in connection with the promotion, sale, leasing, management, or operation of the Unsold Condominium Units, including any Garage Facility, Retail Facility, Hotel Facility or otherwise;

(3) grant permission for the use of a portion of the Development Area as a professional or business office, or for any other purpose, including, but not limited to, as a staging area, provided that the nature and manner of such use complies with Law and does not violate the then existing core and shell or temporary or permanent certificate of occupancy, if any, covering such portion of the Development Area;

(4) subject only to compliance with Law, do and cause to be done all other things that are necessary, desirable and appropriate for the purposes of the use of any portion of the Development Area (including, but not limited to, any HOA Property and/or one or more Condominium Units):

(1) as model Condominium Units;

(2) as offices for the promotion, sale, rental, management and/or operation of any Condominium Units;

(3) as offices in connection with any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Declarant with respect to the HOA Property, HOA Improvements and/or Condominium Units, Garage Facilities, Retail Facilities, Hotel and other improvements; and/or

(4) for the exercise, performance and discharge of Declarant's other rights and obligations under any of the following: (i) any condominium offering plan or condominium declaration or by-laws affecting any portion of the Development Area, (ii) the Association Documents, or (iii) any separate agreement with any Condominium Unit Owner; and/or

(5) for any other purpose.

Section 3.6 Special Rights of Garage Facility Owner, Retail Facility Owner and Hotel Facility Owner. Each Garage Facility Owner, Retail Facility Owner and the Hotel Facility Owner shall have the right to maintain signs and other promotional materials of any size and content in, on, about or adjacent to the Development Area in connection with the promotion, sale, leasing, management or operation of its Condominium Unit subject to the provisions of the applicable Condominium Documents, whether or not in or on HOA Property or HOA Improvements.

ARTICLE 4
EASEMENTS

Section 4.1 Easements for the Use and Enjoyment of the HOA Property. Subject to the terms, conditions and limitations set forth in Article 2 hereof, each Condominium Unit Owner (including Declarant and its Affiliates), all tenants and other Permitted Occupants of the Development Area, the Selling Agent, the Managing Agent, the Association and all officers, directors, partners, employees, agents, guests, invitees and licensees of each of the foregoing shall have, in common with all of the others, an easement for ingress to, and egress from, the HOA Property and HOA Improvements over the streets, roads, walks, sidewalks, paths and other similar facilities from time to time for the use and enjoyment of all of the HOA Property and HOA Improvements for their intended purposes, and each of the foregoing areas shall be subject to such easements. The HOA Property and HOA Improvements are as hereinafter set forth and are subject to easements in favor of the HOA for management purposes and in favor of Permitted Occupants of certain condominiums (if and when constructed) as follows:

(1) The fitness room, lounge, library, pantry and toilets located on the second floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(2) The corridors on sub-cellar three, sub-cellar two, sub-cellar one, the ground floor and the lobby floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(3) The garage elevators running from sub-cellar three to the second floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(4) The laundry room on the ground floor and the building staff areas on the ground floor of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(5) The manager's office and the street lobby, front desk and package room in the lobby of Tangram House South Condominium are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(6) The open space area at the Residential Street Plaza outside of Tangram House South Condominium at the lobby level are for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(7) The children's playroom intended to be constructed on the second floor of Tangram House West Condominium is exclusively for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(8) The terraces intended to be located at the second floor and third floor building setbacks outside of the Tangram House West Condominium are for the exclusive use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(9) The indoor pool and Jacuzzi intended to be constructed on the third floor at the Hotel Condominium are for the use of the Permitted Occupants of Tangram House South Condominium, Tangram House West Condominium and the Hotel Condominium.

(10) The terrace intended to be located at the third floor building setback outside of the Hotel Condominium is for the use of the Permitted

Occupants of the Tangram House South Condominium and Tangram House West Condominium and the guests of the Hotel Condominium.

(11) The hotel fitness and spa center intended to be constructed on the fourth floor at the Hotel Condominium are for the use of the Permitted Occupants of Tangram House South Condominium, Tangram House West Condominium and the Hotel Condominium.

(12) The roof terrace intended to be located on the roof of the hotel is for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium and the guests of the Hotel Condominium.

(13) The library, lounge, meeting room, pantry and toilets intended to be constructed in the second floor of the Hotel Condominium are exclusively for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

(14) The elevator and lobbies on the second, third, fourth and thirteenth floors for access to the hotel pool, gym and spa intended to be constructed at the Hotel Condominium are for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(15) The tennis court to be located outside of the Hotel Condominium at the third floor level is exclusively for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(16) The roof terrace intended to be located outside of the Hotel Condominium at the fourth floor level is exclusively for the use of the Permitted Occupants of the Tangram House South Condominium and Tangram House West Condominium.

(17) The terrace on the roof of the Retail Facility is exclusively for the use of the Permitted Occupants of Tangram House South Condominium and Tangram House West Condominium.

Section 4.2 Easements of Subjacency, Support and Necessity. Each Condominium Unit and the HOA Property shall have easements of subjacency, support and necessity with respect to, and the same shall be subject to such easements in favor of, all of the other Condominium Units and the HOA Property.

Section 4.3 Easements for Emergency Egress. Any individual shall have an easement for emergency egress throughout the Development Area.

Section 4.4 Easements for Encroachments. If:

(1) any HOA Improvement encroaches upon any Condominium Unit other than the Condominium Unit designated for such Improvement, or upon any portion of the HOA Property other than such portion designated for such improvement; or

(2) any such encroachment shall hereafter occur as a result of:

(1) the settling or shifting of any Improvement;

(2) any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change (including, without limitation, the correction of any construction defects) made to or of any Improvement constructed on the Development Area by, or on behalf of, Declarant; or

(3) any alteration, repair, or restoration made to or of any Improvement constructed on the Development Area in accordance with the terms of the Declaration or a condominium declaration (whether by reason of a fire or other casualty, after any taking by condemnation or eminent domain proceedings, or otherwise) then, and in any such event, a valid easement shall exist for such encroachment and the maintenance of the same for so long as the affected Improvement or such structure shall stand.

Section 4.5 Special Easements Reserved to Declarant and its Affiliates. In addition to the other easements reserved to Declarant and its Affiliates pursuant to the terms of this Article 4 in their respective capacity as Members, Declarant and its Affiliates, and their respective officers, directors, partners, employees, contractors, subcontractors, agents, guests, invitees and licensees shall have an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Development Area for the purposes of exercising any and all of the rights reserved to them under the Declaration.

Section 4.6 Other Easements Prescribed or Allowed by Law. In addition to the specific easements set forth in this Article 4 hereof, the Development Area and every portion thereof shall benefit from, and be subject to, all of the easements prescribed or allowed by Law.

Section 4.7 Rights to Grant Additional Easements. Declarant hereby reserves to itself, and grants to the Association, the rights to grant such additional electric, gas, cable television, telephone, water, storm drainage, sewer and other utility easements in, and to relocate any existing utility easements to, any portion of the Development Area as Declarant or its Affiliates shall deem necessary, desirable, or appropriate for,

(1) the proper operation and maintenance of the Development Area or any portion thereof; or

(2) the general health or welfare of the Condominium Unit Owners and Permitted Occupants provided, however, that the grant of such additional utility easements, or the relocation of existing utility easements, shall not

unreasonably interfere with the use of any portion of the Development Area for its permitted purposes.

Section 4.8 Rights of Access in Favor of the Association. (a) Each Condominium Unit Owner shall afford to the Association, to the Managing Agent and/or to any other Person authorized by any of the foregoing a right of access to his or her parcel (including, without limitation, to any Condominium Unit or structure constructed thereon) for the purposes of:

(1) making inspections of, or removing violations noted or issued by any governmental authority against, any portion of the HOA Property or HOA Improvements;

(2) curing defaults hereunder, or violations of the Rules and Regulations, committed by such Condominium Unit Owner;

(3) correcting any conditions originating in or on his or her Condominium Unit and threatening another or any portion of the HOA Property or HOA Improvements; or

(4) installing, operating, maintaining, repairing, altering, rebuilding, restoring and/or replacing any HOA Improvements located in, over, under, around, through, adjacent to, or upon his or her Condominium Unit or elsewhere at the Development Area.

(b) The Association shall have an easement for the maintenance (including snow removal and landscaping), operation, repair, replacement of all HOA Property and HOA Improvements serving the Development Area.

Section 4.9 Rights of Access in Favor of Declarant. Each Member and the Association shall afford to Declarant, to its designee and its Affiliates, and to their respective officers, directors, partners, employees, contractors, subcontractors and agents a right of access to all HOA Property, for the purposes of:

(1) the performance and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change (including, without limitation, the correction of any construction defects) being performed, or to be performed, by, or on behalf of, a Declarant with respect to the HOA Property, HOA Improvements and/or the Condominium Units throughout the Development Area; and/or

(2) the exercise, performance and discharge of a Declarant's rights and obligations under, any condominium offering plan affecting any portion of the Development Area and/or the Association Documents.

Section 4.10 Rights of Access in Favor of Utility Companies. All portions of the Development Area shall be subject to an easement for access in favor of each utility company (and its officers, directors, partners, employees, contractors, subcontractors and agents) servicing

the Development Area or any portion thereof for the purposes of installing, operating, maintaining, repairing, modifying, altering, restoring and replacing any installations owned, used, or operated by such company in, over, under, around, through, adjacent to, or upon any portion of the Development Area.

Section 4.11 Exercise of any Rights of Access. The rights of access granted in Sections 4.8, 4.9, and 4.10 above shall be exercised in such a manner as shall not unreasonably interfere with the use of any portion of the Development Area for its permitted purposes. Such entry shall be permitted on not less than one (1) day's prior notice to the Condominium Unit Owner in question or to the Association, as the case may be, except that no such notice shall be necessary in an emergency or in the event of any repairs or replacements that shall be immediately necessary or required for the preservation or safety of the Development Area or any part thereof, for the safety of the occupants of the same or any Persons, or to avoid the suspension of any necessary service at the Development Area or any part thereof. Further, the Association shall take all reasonable measures to minimize any inconvenience resulting therefrom to vehicles and pedestrians. In connection with any such entry, the Association, Declarant, or such utility company, as the case may be, shall repair, or cause to be repaired, any resulting damage to any structure or to the HOA Property, as the case may be, and shall, to the fullest extent practicable, restore, or cause to be restored, the same to substantially the condition that it was in prior to the exercise of the right of entry.

Section 4.12 Miscellaneous Easements. (1) Each Garage Facility Owner and Retail Facility Owner shall have a perpetual irrevocable easement over the Development Area and such Condominium Units as may be adjacent to its Garage Facility or Retail Facility and/or to which its Garage Facility or Retail Facility is subjacent, for the construction, existence, use, maintenance, repair and replacement of its Garage Facility or Retail Facility and any facilities contained therein, as well as the existence, use, maintenance, repair and replacement of all entrance/exit ramps and rights of way.

(2) Each Garage Facility Owner and Retail Facility Owner shall have the right (but not the obligation) to penetrate the external walls of any building (including any foundation walls) and the walls of any HOA Improvement adjacent to any of its Condominium Units to cause portions of its Garage Facility or Retail Facility to be linked and/or interconnected with any other Garage Facility or Retail Facility it owns, provided that such penetration complies with applicable law and does not adversely affect the structural integrity of any such building or Improvement. Such right may be exercised by the owner of a Garage Facility or Retail Facility without obtaining the consent of the Owner of such building or Improvement or any condominium board of managers. If written approval is required by any governmental authority, the owner of such building or Improvement or condominium board of managers shall provide same within ten (10) days following a written request by the Garage Facility Owner or Retail Facility Owner. Any HOA Improvement to which a Garage Facility or Retail Facility is subjacent shall have an easement for support from and over the Condominium Unit and structure comprising such Garage Facility or Retail Facility.

(3) Each Garage Facility Owner or Retail Facility Owner and its licensees and invitees shall have a perpetual, irrevocable easement over the Development Area including the HOA Property for motor vehicle and pedestrian ingress, egress and access to such Garage

Facility or Retail Facility, provided such easement does not interfere with the use of any Improvement or any Condominium Unit for its intended purpose.

(4) Each Garage Facility Owner and Retail Facility Owner shall have an easement over the HOA Property and portions of any Condominium Units adjacent to or above such Garage Facility for the construction use, maintenance, repair and replacement of entrance/exit ramps into the Garage Facility.

(5) Each Garage Facility Owner and Retail Facility Owner shall have a perpetual, irrevocable easement for the construction, existence, use, maintenance, repair and replacement of all utility lines, conduits, wires, ducts, drains, shafts, equipment and facilities that serve the Garage Facility or Retail Facility. To the extent that the Association incurs any expense in connection with the provision of any utilities, services and Facilities and any other expenses directly attributable to such Garage Facility or Retail Facility, the Garage Facility Owner or Retail Facility Owner to whom such services are provided shall promptly reimburse the Association the actual and reasonable cost thereof.

ARTICLE 5
MAINTENANCE, REPAIRS AND ALTERATIONS

Section 5.1 Maintenance and Repair of the HOA Property and HOA Improvements. The Association shall maintain and keep all of the HOA Property (including, without limitation, landscaping located on the HOA Property and such other portion of the Development Area over which the Association has a maintenance easement) in a first-class order and repair and free of snow and ice with respect to all driveways, walks and paths located on the same and in conformity with the dignity and character of the Development Area except to the extent such maintenance is being performed at the behest of a condominium. Without intention to limit the generality of the foregoing in any respect, the Association shall promptly make or perform, or cause to be made or performed, all maintenance work and repairs (including, without limitation, replacements) that shall be necessary or desirable in order to accomplish the foregoing.

Section 5.2 Maintenance or Repairs Required Due to Misuse. Notwithstanding anything to the contrary contained in Section 5.1 above, if any painting, decorating, maintenance repairs, or replacements of or to any portion of the Development Area, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of:

(1) any Condominium Unit Owner (including a tenant or any other Permitted Occupant or any guest of the foregoing) the entire cost and expense thereof shall be borne by such Condominium Unit Owner; or

(2) the Association, the entire cost and expense thereof shall be borne by the Association, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance.

Section 5.3 Casualty or Condemnation with Respect to the HOA Property. In the event that any HOA Improvement or any part thereof is damaged or destroyed by fire or other casualty, or the HOA Property or any part thereof is taken in condemnation or by eminent domain, the Association shall arrange for the prompt repair or restoration of the HOA

Improvements or HOA Property affected thereby. The cost and expense (in excess of any condemnation award or insurance proceeds) of performing such work shall be borne by the Voting Members as an HOA Expense as set forth in Article 5 of the By-Laws.

Section 5.4 Casualty or Condemnation with Respect to any Improvements not Owned by the HOA. In the event that any Improvement or any part thereof not managed by the HOA is damaged or destroyed by fire or other casualty, or any such Improvement or any part thereof is taken in condemnation or by eminent domain, the Condominium Unit Owner or condominium board of managers, whichever is responsible for the maintenance of such Improvement shall arrange for the prompt repair or restoration of any Improvement(s) affected thereby. In the event that such Condominium Unit Owner or condominium board of managers shall fail to do so, the Association shall have the right to give written notice of such failure. If, within ninety (90) days after the giving of such written notice, the Condominium Unit Owner or condominium board of managers shall continue to fail to commence and diligently thereafter pursue same to conclusion, the Association shall have the right itself to cause the work to be commenced or pursued, either in its own name or in the name of the responsible party and as the agent thereof. Regardless of who performs the work, it shall be performed in such a manner as to repair or reconstruct the Improvement in question, to the greatest degree practicable, to the architecture, design, size and configuration existing immediately prior to the fire, other casualty loss, or taking, as the case may be the cost and expense of performing such work shall be paid by the affected Condominium Owner or condominium board of managers .

Section 5.5 Alterations, Additions, Improvements or Repairs in and to Dwellings and Structures. No owner of a Condominium Unit other than Declarant or its Affiliates, Retail Facility Owner, Garage Facility Owner or Hotel Facility Owner to which the terms of this Section shall not apply shall make any structural alteration, addition, improvement, or repair in or to his or her Condominium Unit which affects the HOA Property or HOA Improvements without the prior written approval of the Association as well as the applicable Condominium.

Neither the Association, the Managing Agent, their respective officers and directors or members, nor the other Condominium Unit Owners shall incur any liability, cost, or expense in connection with any alterations, improvements, additions, or repairs made, or caused to be made, by any Condominium Unit Owner, notwithstanding that the Association may have given its consent to the making of the same. Any Condominium Unit Owner making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his Condominium Unit or Improvement shall agree (in a writing executed and delivered to the Association, if the Association shall so request, which writing shall be reasonably acceptable to the Association as to both form and substance), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Association, the Managing Agent, their respective officers, directors and members and the other Condominium Unit Owners harmless from and against any such liability, cost, or expense.

ARTICLE 6
INSURANCE, INSURANCE PROCEEDS AND CONDEMNATION AWARDS

Section 6.1 Insurance Policies to be Maintained by the Association. To the extent not maintained by a Condominium board of managers pursuant to its Condominium Documents, the Association shall obtain and maintain in full force and effect:

(1) fire insurance policies, with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the HOA Improvements and covering the interests of the Association and any mortgagee of all or any portion of the HOA Property (as their interests may appear), each of which policies shall contain, if available:

(1) waivers of subrogation, of any defense based upon co-insurance or other insurance, of invalidity arising out of any acts of the insured and of pro-rata reduction of liability;

(2) provisions that any adjustment of loss will be made by the Association, and that all proceeds thereof shall be paid to either the Association or the Insurance Trustee,;

(3) a New York standard mortgagee clause in favor of any mortgagee of the HOA Property, which shall provide that the proceeds thereof shall be paid to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Association and the Insurance Trustee set forth above; and

(4) a provision that such policy may not be either cancelled or substantially modified except upon at least ten (10) days' prior written notice to all of the insureds and additional insureds;

(2) comprehensive general liability insurance policies (including, at the discretion of the Association, umbrella liability insurance policies), covering all claims for personal injury or property damage arising out of any occurrence in or on the HOA Property and listing as co-insureds:

(1) the Association and each officer, director and employee thereof;

(2) the Managing Agent or manager (if any); and

(3) each condominium board of managers (except, however, that such insurance shall not cover any liability of a condominium board o of managers within its own Improvement or condominium), each of which liability policies shall also cover cross-liability claims of one insured against another;

(3) workers' compensation and New York State disability benefits insurance policies; and

(4) such other insurance policies as the Association shall, from time to time, determine.

All of the insurance policies maintained by the Association shall contain such coverage amounts and limits, and may provide for such deductible amounts, as the Association shall, from time to time, determine, provided, however, that:

(x) with respect to fire insurance policies maintained by the Association, the coverage shall be in an amount equal to not less than an amount sufficient to satisfy the co-insurance requirements of the insurer providing such insurance; and

(y) with respect to comprehensive general liability insurance policies required to be maintained by the Association (including, without limitation, such umbrella liability insurance policies as the Association shall elect to carry), such policies shall contain single limits of not less than $1,000,000.00 per occurrence until the first regular meeting of the first Board of Directors of the Association elected by the Condominium Unit Owners.

The Association shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least bi-annually.

ARTICLE 7
HOA CHARGES AND ASSESSMENTS

Section 7.1 Payment of HOA Charge and Special Assessments. Each Voting Member shall be obligated to pay the HOA Charges and Special Assessments assessed by the Association pursuant to the terms of this Declaration or the By-Laws against its Condominium at such time or times (but not less than annually) as the Association shall determine. The applicable share of HOA Charges and Special Assessments may be assessed against Condominium Unit Owners by the condominium boards of managers of the Tangram House West Condominium and Tangram House South Condominium as common charges and enforced by the condominium board of managers. Each condominium board of managers shall be responsible to the Association for the amount assessed by the Association irrespective of whether any Unit Owner fails to pay common charges to the condominium. Unless otherwise determined by the Association, HOA Charges shall be assessed annually, but for the convenience of the Voting Members, may be payable in installments on the first day of every month in advance. Special Assessments shall be payable as determined by the Association's Board of Directors. To the extent permitted by Law, the Association may take action against a Voting Member for failure to pay HOA charges. To insure a Voting Member that is a condominium board takes action against Condominium Unit Owners who do not pay condominium common charges such that HOA Charges are not paid, the Association shall have a lien on each Condominium Unit in the applicable condominium for unpaid HOA Charges and Special Assessments. Such lien shall be subordinate to (x) any liens for unpaid taxes assessed against such Condominium Unit to the extent required by Law, (y) any lien of a Permitted Mortgage and (z) as to a Condominium Unit, the lien of a condominium board of managers for unpaid common charges. The Association shall take prompt action to

collect any HOA Charges or Special Assessments due to the Association that remain unpaid for more than thirty (30) days after the due date for the payment thereof.

Section 7.2 Statement of HOA Charge and Special Assessments. The Association shall provide a written statement of all unpaid HOA Charges and/or Special Assessments due from any Voting Member within seven (7) days of its receipt of a written request therefor from such Member. In connection therewith, the Association may request, and shall be entitled to receive from a condominium board of managers, a written statement as to arrearages of the Condominium Unit Owner, with respect to any common charges and special assessments due and owing to the condominium.

Section 7.3 HOA Charges Payable by Declarant. The HOA Charges that Declarant and its Affiliates (as the Class A Member, Class B Member, Class C Member and/or Class D Member (defined herein)) shall be required to pay applicable to Condominium Units they own shall be an amount equal to (i) the expenses actually incurred by the Association less (ii) the HOA Charges payable by the Non-Voting HOA Members. However, Declarant and its Affiliates shall never pay HOA Charges in excess of the amount they would pay as Unit Owners.

ARTICLE 8
SALES, LEASES AND MORTGAGES OF CONDOMINIUM UNITS

Section 8.1 General. (a) A Condominium Unit Owner may sell, convey, transfer, lease, mortgage, pledge, or hypothecate his or her Condominium Unit only if he or she shall have:

(1) paid in full to the condominium board of managers all unpaid common charges and special assessments theretofore assessed against such Condominium Unit by the condominium board of managers which common charges and special assessments shall include all HOA Charges and Special Assessments;

(2) satisfied all unpaid liens, other than that of Permitted Mortgages in the event of a loan, levied against such Condominium Unit; and

(3) complied with the applicable provisions of the balance of this Article 8.

Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Association, which may take such legal action as may be permitted by law.

The provision of this Section 8.1 shall be inapplicable to Declarant and its Affiliates.

Section 8.2 Deeds of any Condominium Unit. Any deed of any Condominium Unit comprising part of the Development Area shall expressly provide that the acceptance thereof by the grantee shall constitute his or her:

(1) acceptance and acknowledgment of membership in the Association;

(2) acknowledgment that his or her ownership, use and occupancy of the Condominium Unit shall be subject, in all respects, to the Association Documents, as each of the same may be amended from time to time; and

(3) agreement that the provisions of the Association Documents, as each of the same may be amended from time to time, are assumed, accepted, and ratified and will be complied with by him or her.

In the absence of such express language in any deed of a Condominium Unit, the same shall be conclusively deemed to have been included therein. Promptly after the conveyance of title to a Condominium Unit, a copy of the deed effectuating the same shall be delivered to the Association together with contact information for the new owner.

Section 8.3 Leases of Condominium Units. Each lease of a residential Condominium Unit shall expressly provide that:

(1) the tenant thereunder acknowledges and agrees that:

(1) his or her use and occupancy of the Condominium Unit, as well as the leasehold estate created by a lease, shall be subject, in all respects, to the Association Documents, as each of the same may be amended from time to time; and

(2) the provisions of the Association Documents as each of the same may be amended from time to time, are assumed, accepted, ratified and will be complied with by him or her; and

(2) the Association shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant or permitted occupant in its own name or in the name of the landlord thereunder, as the Association shall elect, in the event of:

(1) The failure of the Condominium Unit Owner to pay condominium common charges together with HOA Charges;

(2) a default by the tenant or permitted occupant in the performance of his or her obligations under such lease; or

(3) a foreclosure of the lien referred to in Section 6.1 above.

In the absence of such express language in any residential lease, the same shall be conclusively deemed to have been included therein. No residential lease shall be effective for any purpose whatsoever until a signed, original copy of the same shall be delivered to the Association.

Section 8.4 Mortgages of Condominium Units. Each mortgage of a Condominium Unit, other than a Permitted Mortgage made by the Declarant or its Affiliates for the construction of improvements on any of the Development Area, shall expressly provide that the rights of the mortgagee under the mortgage (including, without limitation, in or to any insurance proceeds or

condemnation award in the event of a fire, another casualty, or a taking with respect to the mortgaged Condominium Unit), as well as the lien of the Mortgage, shall be subject and subordinate, in all respects, to the Association Documents and all of the terms thereof, as each of the same may be amended from time to time as provided in the same. In the absence of such express language in any such mortgage of a Condominium Unit, the same shall be conclusively deemed to have been included therein.

Section 8.5 Performance of Obligations by Permitted Mortgagees. Any sum of money to be paid, or any act to be performed, by a Condominium Unit Owner pursuant to the terms of the Association Documents may be paid or performed by his or her Permitted Mortgagee, and the Association shall accept such Permitted Mortgagee's payment through the applicable condominium board of managers or performance with the same force and effect as if the same were paid or performed by such Condominium Unit Owner.

Section 8.6 Consents by Mortgagees. Except as otherwise expressly provided for herein or in the By-Laws, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Association, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against his or her mortgagor. In the event that any such consent or approval shall be expressly required pursuant to the terms of this Declaration or the By-Laws.

ARTICLE 9
CERTAIN REMEDIES

Section 9.1 Liens and Proceedings for the Collection of Unpaid HOA Charges or Special Assessments. If the owner of any Condominium Unit shall be in arrears in the payment of HOA Charges or Special Assessments for more than thirty (30) days, the Association shall have the right to permit the applicable condominium to take action to enforce the payment or:

(1) cause liens for all sums due and owing to the Association to be filed in the Clerk's Office, as well as to cause such liens to be foreclosed (with or without filing the same in the Clerk's Office) in the manner provided by Law for the foreclosure of such, or similar, liens; and/or

(2) institute all other proceedings deemed necessary or desirable by the Association to recover all such unpaid HOA Charges and/or Special Assessments, together with all additional sums of money collectable by the Association by reason of such nonpayment pursuant to the terms of Section 8.6 below.

In the event that the Association shall bring an action to foreclose its lien on a Condominium Unit because of unpaid HOA Charges or Special Assessments:

(1) the defaulting Condominium Unit Owner will be required to pay a reasonable rental for the use of the Condominium Unit, and the Association shall be entitled to the appointment of a receiver to collect the same; and

(2) the Association shall have the power to purchase such Condominium Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Condominium Unit (but not to vote the votes appurtenant to the same).

In the event that the net proceeds received on a foreclosure of the Association's lien, which shall be subject to the provisions of Section 7.1 hereof, (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Voting Member's obligations to the Association, such Condominium Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure sale shall be paid according to Law. However, notwithstanding the foregoing, a suit to recover a money judgment for unpaid HOA Charges or Special Assessments shall be maintainable without foreclosing or waiving the lien securing such charges.

Section 9.2 Self Help. If any Condominium Unit Owner shall violate or breach any of the provisions of the Association Documents on his or her part to be observed or performed and shall fail to cure such violation or breach within twenty (20) days after receipt of written notice of the same from the Association or the Managing Agent (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 twenty (20) day period and, thereafter, to prosecute such cure with due diligence to completion), the Association shall have the right to enter upon such Condominium Unit Owner's Condominium Unit 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 Association shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Development Area, for the safety of the occupants of the Development Area or any part thereof, for the safety of other individuals, or to avoid the suspension of any necessary service at the Development Area, the Association may take such action immediately, without prior notice and without allowing the defaulting Condominium Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 9.3 Abatement and Enjoinment. If any Condominium Unit Owner, any tenant of such Condominium Unit Owner, or any family member, guest, agent, employee, contractor, or invitee of such Condominium Unit Owner or of his or her tenant shall violate or breach any of the provisions of the Association Documents on his or her part to be observed or performed, the Association 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. Additionally, the violation or breach of any of the terms of the Association Documents with respect to any of the rights, easements, privileges, or licenses granted to Declarant shall give to Declarant 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 9.4 Fines for Violations of the Rules and Regulations. If any Condominium Unit Owner, any tenant of such Condominium Unit Owner, or any family member, guest, agent, employee, contractor, or invitee of such Condominium Unit Owner or of his or her tenant shall violate or breach any of the Rules and Regulations on his or her part to be observed or

performed, the Association shall have the right to levy a fine against such Condominium Unit Owner in an amount deemed appropriate by the Association. No such fine may exceed the amount of $250.00 per infraction, provided, however, that, with respect to any violation or breach of the Rules and Regulations that continues for more than one day, each day during with such violation or breach continues shall be considered a new infraction for which a separate fine may be levied. Any fine levied against a Condominium Unit Owner pursuant to this Section 9.4 shall constitute a Special Assessment payable by such Condominium Unit Owner to its condominium board of managers and is enforceable by such condominium board of managers under the applicable Condominium Documents as well as these Association Documents.

Section 9.5 Suspension or Denial of Rights and Privileges. If any Condominium Unit Owner, any tenant of a Condominium Unit Owner, or any family member, guest, agent, employee, contractor, or invitee of such Condominium Unit Owner or his or her tenant shall repeatedly abuse all or any portion of the HOA Property or all or any portion of an HOA Improvement, the HOA Association shall have the right to suspend or deny the use of all or any portion of the HOA Property or HOA Improvements. Similarly, the HOA Association shall have the right to suspend any and all rights, services and privileges otherwise afforded to Condominium Unit Owners (including, without limitation, the right to use and enjoy all or any portion of the HOA Property or all or any portion of the HOA Improvements and the right to receive HOA Association services) with respect to any Condominium Unit Owner who shall be in arrears in the payment of HOA Charges or Special Assessments for more than thirty (30), days as well as with respect to any such Condominium Unit Owner's tenant and to any family member, guest, agent, employee, contractor, or invitee of such Condominium Unit Owner and of his or her tenant. In no event, however, may the Association, by virtue of this Section 9.5, suspend or deny the use of the roads, sidewalks, or utility lines and facilities constituting parts of the HOA Property to any Person or otherwise suspend or deny any right, privilege, or service whose suspension or denial is prohibited by Law, but the right to vote at any meeting of the Condominium Unit Owners (annual or special) shall be suspended or denied to any Condominium Unit Owner by reason of his or her non-payment of HOA Charges or Special Assessments. The provisions of Section 9.5 shall not be applicable to Declarant or its Affiliates, a Garage Facility Owner, a Retail Facility Owner or a Hotel Facility Owner.

Section 9.6 Costs and Expenses; Interest. All sums of money expended, and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements and court costs) may be recovered to the extent incurred, by:

(1) the HOA Association or the Managing Agent, in connection with:

(1) the collection of any unpaid HOA Charges and/or Special Assessments from a Condominium Unit Owner pursuant to the terms of Section 9.1 hereof and/or in foreclosing the lien referred to therein;

(2) the abatement, enjoinment, removal, or cure of any violation, breach, or default pursuant to the terms of Section 9.2 or 9.3 hereof;

(3) the suspension or denial of any right, service, or privilege pursuant to the terms of Section 9.5 hereof; or

(4) the exercise of any other remedy available to the Association under the Association Documents or otherwise; or

(2) Declarant, in connection with

(1) any abatement, enjoinment, or remedy of any violation or breach of the Association Documents pursuant to the terms of Section 9.3 hereof, shall be immediately payable by the applicable Condominium Unit Owner, or tenant of the Condominium Unit Owner.

All such sums of money, costs and expenses, together with all overdue HOA Charges and/or Special Assessments, shall bear interest (to be computed from the date expended or due, as the case may be, to the date of actual payment) at the maximum rate chargeable to the payee thereof pursuant to Law. All sums payable by a Condominium Unit Owner to the Association pursuant to the terms of Section 9.6 (1) shall constitute Special Assessments payable by such Condominium Unit Owner to its condominium board of managers to be delivered to the Association.

Section 9.7 Remedies Cumulative. The remedies specifically granted in this Article 9 or elsewhere in the Association Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Association or Declarant, 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 9.8 Application of Funds. If the owner of any Condominium Unit shall fail to pay any portion of his common charges, maintenance charges or any special assessment imposed by the condominium board of managers, any sums paid by such person shall be applied first in reduction of such person's condominium common charges and special assessments imposed by the condominium board of managers, and next in reduction of the HOA Charges and HOA Assessments.

ARTICLE 10
ARBITRATION

Section 10.1 Procedure. Any matter concerning any dispute between the Association and any Garage Facility Owner, Retail Facility Owner or Hotel Facility Owner shall be determined by arbitration pursuant to the terms of the Association Documents shall be submitted for resolution by a single impartial arbitrator in a proceeding held in the City of New York in accordance with the then existing rules of JAMS or any successor organization thereto. In the event that JAMS 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 arbitrator appointed, upon the application of any party, by any Justice of a court of competent jurisdiction then located therein.

Section 10.2 Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Association Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute, or may agree to resolve their dispute in any manner other than by Arbitration, including,

without limitation, in 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 10.3 Binding Effect. The decision in any arbitration or other procedure for the resolution of disputes conducted pursuant to the terms of Sections 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 10.4 Costs and Expenses. The fees, costs and expenses of the arbitrator as well as each party's counsel and expert witnesses shall be borne by the losing party in the arbitration.

ARTICLE 11
COVENANT OF FURTHER ASSURANCES

Section 11.1 General. Any Condominium Unit Owner or other Person (including the Association) who is subject to the terms of this Declaration shall, at the expense of any other Person requesting the same, execute acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for in the Association Documents, and shall take such other action, as such other Person may reasonably request to effectuate the provisions of the Association Documents or any transaction contemplated therein or to confirm or perfect any right to be created or transferred thereunder or in connection with any such transaction.

Section 11.2 Power of Attorney In Favor of the Association. If any Condominium 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 twenty (20) days after request therefor, to take any action that such Condominium Unit Owner or Person is required to take pursuant to this Declaration, the Association is hereby authorized, as the attorney-in-fact for such Condominium Unit Owner or other Person (which power shall be deemed to be coupled with an interest and irrevocable), to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Condominium Unit Owner or other Person, and such document or action shall be binding on such Condominium Unit Owner or other Person

Section 11.3 Power of Attorney in Favor of Declarant. If any Condominium Unit Owner, the Association, 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 twenty (20) days after request therefor, to take any action that the Association, such Condominium Unit Owner, or such other Person is required to take pursuant to this Declaration at the request of the Declarant, such Declarant is hereby authorized, as the attorney-in-fact for the Association, such Condominium Unit Owner, or such other Person (which power shall be deemed to be coupled with an interest and irrevocable), to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Association, such Condominium Unit Owner, or such other Person, and such document or action shall be binding on the Association, such Condominium Unit Owner, or such other Person, as the case may be.

ARTICLE 12
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS TO RUN WITH

THE LAND

Section 12.1 General. Subject to the terms of Section 12.2 below, all of the provisions of this Declaration, the Certificate, the By-Laws and the Rules and Regulations (including, without limitation, the provisions of this Article 12) shall, unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants, conditions, easements and restrictions running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon, and shall inure to the benefit of, the owner of all or any part thereof, or interest therein, and his or her heirs, executors administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in, or for the benefit of, the general public. All present and future owners, tenants and Permitted Occupants of Condominium Units shall be subject to, and shall comply with, the provisions of this Declaration, the Certificate, the By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title, the entering into a lease, or the entering into occupancy of any Condominium Unit, shall constitute an agreement that the provisions of this Declaration, the Certificate, the By-Laws and the Rules and Regulations, as each of the same 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 Condominium Unit as though such provisions were recited and stipulated at length in each and every deed, other instrument of conveyance, or lease.

Section 12.2 Termination of this Declaration. This Declaration may be terminated only by votes of the owners of one hundred percent (100%) of the Voting Members. No such vote shall be effective without the prior written consent of:

(1) any Person holding a mortgage on all or any of the Condominium Units; and

(2) any governmental body, agency, or authority having jurisdiction whose consent shall then be required by Law; and

(3) Declarant, so long as Declarant owns any Condominium Unit or any portion of the Development Area.

Notwithstanding the foregoing, Declarant may terminate this Declaration at any time if Declarant determines, in its sole discretion, that the Declaration is unnecessary because the Association will not become operational.

ARTICLE 13
AMENDMENTS TO THIS DECLARATION

Section 13.1 General. Subject to the terms of Section 13.5 below, any provision contained in the body of this Declaration or in the Table of Definitions annexed hereto as Exhibit B may be amended, modified, added to, or deleted by the vote of one hundred percent (100%) of the Voting Members subject to the consent of Declarant or its Affiliates for so long as Declarant or its Affiliate owns a Condominium Unit, taken in accordance with the provisions of the By-

Laws. Any provision contained in the Rules and Regulations may be amended, modified, added to, or deleted in accordance with the terms of Section 13.4 hereof and Section 2.3 (12) of the By-Laws. Any provision contained in the By-Laws may be amended, modified, added to, or deleted in accordance with the terms of the By-Laws.

Section 13.2 Declarant's Right to Amend this Declaration. Declarant shall have the right, at its sole cost and expense and without the vote or consent of any other Condominium Unit Owners, the Association, or the Mortgage Representatives (if any), to execute, acknowledge and record (or, at Declarant's sole option, to require the Association or any other Condominium Unit Owners to execute, acknowledge and record) in the Clerk's office and elsewhere, if required by Law, one or more amendments to this Declaration, together with such other documents, plans and maps as the Declarant deems appropriate to effectuate the same, required by:

(1) an Institutional Lender designated by the Association to make a Loan secured by a mortgage on all or any portion of the HOA Property;

(2) a Permitted Mortgagee designated by the Declarant or by any purchaser from Declarant to make a loan secured by a mortgage on any Condominium Unit;

(3) any governmental agency having regulatory jurisdiction over the Association or the Development Area;

(4) any title insurance company selected by Declarant or by any purchaser from Declarant to insure title to any Condominium Unit, or

(5) any lender providing Declarant with any financing (irrespective of whether the lender is an institutional lender or not and irrespective of whether such financing is characterized as being for "hard costs," "soft costs," "non-lien law" items, or as a so-called "construction loan," or "building loan" or otherwise) in connection with the construction or the development or operation of the Development Area.

provided, however, that any amendment made pursuant to the terms of this Section 13.2 shall not:

(1) require a physical modification of any Condominium Unit not then owned by Declarant;

(2) require a physical modification of the HOA Property or the HOA Improvements; or

(3) adversely affect the priority or validity of the lien of any Mortgage,

unless the owner of the affected Condominium Unit (in the event described in subparagraph (1) above) or the HOA Association (in the event described in subparagraph (2) above or the holder of such mortgage (in the event described in subparagraph (3) above). as applicable, shall consent thereto by joining in the execution of such amendment.

Section 13.3 Execution of Amendments. Any amendment to this Declaration may be executed:

(1) if effectuated by a vote of the Voting Members pursuant to the terms of Section 13.1 above, by the President or Vice President of the Association; or

(2) if effectuated by Declarant pursuant to the terms of Section 13.2 above, by a member of Declarant.

If the amendment shall have been effectuated by a vote of the Voting Members pursuant to the terms of Section 13.1 above, there shall be attached to such amendment an original executed Secretary's Certification, certifying that the requisite percentage of Voting Members approved the amendment at a duly constituted meeting or (when permitted in the By-Laws) in writing without a meeting, in which Certification shall be described the percentage of Voting Members so consenting and (if voted upon at a meeting) the date and time of the meeting.

Section 13.4 Recording of Amendments. No amendment to this Declaration (including any amendment to the Table of Definitions annexed hereto as Exhibit B) shall be effective unless and until the same shall be recorded in the Office of the City Register in Queens County.

Section 13.5 Restrictions on Amendments. Subject to Section 13.2 hereof and to any limitation imposed by Law, no amendment to this Declaration shall be adopted:

(1) without the consent of Declarant (which shall be evidenced by the execution of such amendment by Declarant), if such amendment would:

(1) interfere with the development, construction, operation, sale, lease, or other disposition of any portion of the Development Area or Declarant's Condominium Units or its ability to exercise its rights and perform its obligations affecting all or any portion of the Development Area;

(2) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit reserved to Declarant in this Declaration; or

(3) impose any discriminatory charge or fee against Declarant;

(2) without the consent of the Mortgage Representatives, if any are appointed, regardless of the nature or substance of the amendment, which consent, however, shall not be unreasonably withheld or delayed.

ARTICLE 14
NOTICES

Section 14.1 General. All notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested or by national overnight courier that provides a receipt, postage prepaid addressed:

(1) if to the Association, to the Association at its principal office as set forth in the By-Laws (with a photocopy sent in like manner to the Managing Agent (if any) at its principal office address);

(2) if to a Condominium Unit Owner other than Declarant, to such Condominium Unit Owner at his or her address at the Development Area;

(3) if to Declarant, at 136-20 38th Avenue, 12th Floor, Flushing, New York 11354, with a photocopy sent in like manner to Herrick, Feinstein LLC, 2 Park Avenue, New York, New York 10016, Attention: Erin Goodman, Esq.; or

(4) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Association.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate not more than two (2) additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 14.1 shall be deemed given when deposited in a branch or general post office or depository maintained by the United States Postal Service located in the State of New York or delivered to a national overnight courier service, enclosed in a sealed, postage prepaid wrapper, addressed as aforesaid, provided, however, that notices of changes of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 14.2 Waiver of Service of Notice. Whenever any notice is required to be given by Law or pursuant to the terms of this Declaration, 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 15
MISCELLANEOUS

Section 15.1 Inspection of Documents. The Association shall maintain in its offices, and make available for inspection by Condominium Unit Owners and their authorized representatives during reasonable business hours, current copies of this Declaration, the Certificate, the By-Laws and the Rules and Regulations as each of the same may be amended from time to time.

Section 15.2 Consents of Declarant. Wherever the consent, approval, satisfaction, or permission of Declarant is required under this Declaration, such consent, approval, satisfaction,

or permission shall not be required when Declarant or its Affiliates no longer own any of the Condominium Units.

Section 15.3 Incorporation by Reference. The terms, covenants, conditions, descriptions and other information contained in:

(1) the description of the Development Area annexed hereto as Exhibit A; and

(2) the table of definitions annexed hereto as Exhibit B.

Section 15.4 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, regardless of the number of violations or breaches that may occur.

Section 15.5 Severability. If any provision of this Declaration is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the provisions of this Declaration, and the applicability of such invalid or unenforceable provision to other Persons or circumstances, shall not be affected thereby. Each provision of this Declaration shall, except as otherwise provided herein, be valid and enforced to the fullest extent permitted by Law.

Section 15.6 Gender. A reference in this Declaration to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 15.7 Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

Section 15.8 Successors and Assigns. The rights and/or obligations of, and limitations imposed on, Declarant or its designee as set forth herein shall inure to the benefit of, and shall be binding upon, the respective successors and assignees of Declarant and its designee (as the case may be), as well as any designated transferees of their respective Condominium Units. Subject to the foregoing, Declarant and its designee (as the case may be) shall each have the right, at any time, in its sole discretion, to assign or otherwise transfer its interest herein, whether by merger, consolidation, lease, assignment, or otherwise. Not-withstanding the foregoing, any Permitted Mortgagee of a Condominium Unit, or a purchaser at a foreclosure sale of a Permitted Mortgage, who succeeds to the interest of a Condominium Unit Owner shall be responsible only for the obligations of such Condominium Unit Owner arising from or after the effective any obligations date of succession to title to such Condominium Unit and shall not be liable for any obligations theretofore accruing (including, without limitation, for any unpaid HOA Charges or Special Assessments).

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the ___ day of _____, 201__.

By: _____

STATE OF NEW YORK)
) SS.:
COUNTY OF QUEENS)

On the ___ day of _____, , before me personally came to me known, and who executed the foregoing instrument and, who being by me duly sworn, did depose and say that he is the and that he executed the foregoing instrument in the name of said limited liability company and that he had authority to sign the same, and he acknowledged that he executed the same as the act and deed of said limited liability company.

_____

Sworn to before me this

___ day of _____, __

_____
Notary Public

EXHIBIT A

DESCRIPTION OF THE DEVELOPMENT AREA

ALL that certain parcel, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point

EXHIBIT B

TABLE OF DEFINITIONS

(1) "**Affiliates**" means any Person who controls, is controlled by, or is under common control with the named Person such that there is a direct or indirect ownership of fifty percent (50%) of the outstanding voting capital stock of a corporation or fifty percent (50%) of the beneficial interests of any other entity.

(2) "**Association**" or "**Corporation**" means Tangram Homeowners Association, Inc., a corporation established and existing under the Not-for-Profit Corporation Law of the State of New York and to whom the HOA Property is intended to be transferred and conveyed by Declarant subject to the terms of the Declaration.

(3) "**Association Documents**" means the Declaration, the Certificate, the By-Laws and the Rules and Regulations.

(4) "**Board of Directors**" means the governing body of the Association.

(5) "**By-Laws**" means the By-Laws of the Association, which have been adopted by Declarant in Section 1.3 of the Declaration, as such By-Laws may be amended from time to time pursuant to the terms thereof.

(6) "**Certificate**" means the Certificate of Incorporation of the Association,

(7) "**City**" means the City of New York.

(8) "**Class**" shall refer to a class of Members of the Association representing a condominium board of managers or Declarant established pursuant to the By-laws.

(9) "**Clerk's Office**" means the Office of the County Clerk of Queens County, New York or the Office of the New York City Register located in Queens County, whichever is appropriate.

(10) "**Completed Improvement**" or "Completed Structure" means any Improvement or structure (whether intended for residential purposes, Garage or otherwise) that is covered by a temporary or permanent certificate of occupancy.

(11) "**Condominium Documents**" means the Condominium Documents, by-laws and rules and regulations of any condominium regime in existence in the Development Area.

(12) "**Condominium Unit**" means any residence or a Garage Facility, Retail Facility or a Hotel Facility (notwithstanding the fact that the hotel may not be developed as a condominium).

(13) "**Condominium Unit Owner**" means the owner of a Condominium Unit.

(14) "**Declaration**" means the Declaration of Covenants, Conditions, Easements and Restrictions to which this Table of Definitions is annexed as an exhibit.

(15) "**Declarant**" means Two Fulton Square LLC. The term "Declarant" shall be deemed to include any successor to a Declarant which is any (i) individual, corporation or other entity which through amalgamation, consolidation, or other legal succession, becomes invested with the rights and assumes the obligations of Two Fulton Square LLC, or (ii) any person who purchases from a Declarant and is designated a successor in writing by a Declarant.

(16) "**Facilities**" means all personal property and fixtures now or hereafter existing above, in, on, around or under one or more of the Condominium Units and existing for the common use of one or more Condominium Units and/or the HOA Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term "Facilities" shall include all systems, equipment, apparatus, mechanisms, devices, machinery, motors, pumps, controls, tanks, tank assemblies, installations, shut off valves, other valves, panels, relays, electric distribution facilities, wiring, wireways, switches, circuit breakers, transformers, fittings, lighting fixtures, other fixtures, bulbs, signs, meters, meter assemblies, piping, lines, conduits, cables, shafts, pits, traps, drains, catch basins and filters.

(17) "**Garage Easement**" means perpetual easements for the construction, use, maintenance, repair, replacement and continued existence of the portion of the Garage Facility and any Facilities contained therein.

(18) "**Garage Facility**" means a garage Condominium Unit and any Facilities serving the garage Condominium Unit.

(19) "**Garage Facility Owner**" means the owner of a Garage Facility.

(20) "**HOA Charges**" means the charges allocated and assessed by the Association to the Voting Members, as provided in the Declaration and the By-Laws (including, without limitation, in Section 7.1 of the Declaration and in Section 5.1 of the By-Laws).

(21) "**HOA Expenses**" means those costs incurred by the Associates as provided in the Declaration and Article 5 of the By-Laws.

(22) "**HOA Improvements**" means all of the Improvements and Facilities now or hereafter located on the HOA Property set forth in Article 3 of the Declaration.

(23) "**HOA Property**" means the portions of the land and buildings subject to easements in favor of the HOA and certain Permitted Occupants and managed by the HOA set forth in Article 3 of the Declaration.

(24) "**Hotel Easement**" means perpetual easements for the construction, use, maintenance, repair, replacement and continued existence of the portion of the Hotel Facility and any Facilities contained therein,

(25) "**Hotel Facility**" means a hotel Condominium Unit and any Facilities serving the hotel Condominium Unit, or the hotel, if the hotel is not developed as a condominium.

(26) "**Hotel Facility Owner**" means the owner of the Hotel Facility.

(27) "**Improvement**" means any structure or improvement situated in the Development Area.

(28) "**Institutional Lender**" means:

(1) a savings bank, savings and loan association, commercial bank, trust company, credit union, insurance company, credit union, real estate investment trust, governmental authority or mortgage trust; or

(2) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

(29) "**Institutional Mortgage**" means any Permitted First Mortgage covering one or more Condominium Units, the initial holder of which is either Declarant, Declarant's designee, or an Institutional Lender.

(30) "**Insurance Trustee**" means a bank or a trust company, in either event having both an office in the State of New York and a capital surplus and undivided profits of $100,000,000 or more, from time to time appointed to serve as such by the Association. In the event of a fire or other casualty loss with respect to a Home encumbered by an Institutional Mortgage then held by an Institutional Lender, the Association shall, if such Institutional Lender shall so request in writing, appoint such Institutional Lender as the Insurance Trustee in connection with such loss.

(31) "**Law**" means the laws, ordinances, rules and regulations of any or all of the federal, New York State, and New York City governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Development Area and/or the Association, and/or the direction of any public officer pursuant to law.

(32) "**Managing Agent**" means a Person employed by the Association who shall undertake to perform the duties and services that the Association shall direct, and who shall have whatever powers the Association shall delegate, both subject to the limitations contained in the By-Laws.

(33) "**Member**" means a Class A Member, Class B Member, Class C Member, Class D member, or Class E Member. Class A Members are the members of the Tangram House South Condominium board of managers. The Class B Members are the members of the Tangram House West Condominium board of managers. The Class C Member is the Hotel Facility Owner. The Class D Member is Declarant or an Affiliate of Declarant which shall exist so long as all condominiums are not formed or a determination is made by Declarant not to develop any more Properties in the Development Area. The Class E Members are the residential Condominium Unit Owners at the Tangram House South Condominium and the Tangram House West Condominium.

(34) "**Mortgage Representatives**" means the representatives of the holders of all mortgages encumbering Condominium Units, designated by the holders of Institutional Mortgages in accordance with the terms of the Declaration.

(35) "**Non-Voting Member**" means the residential Condominium Unit Owners in the Tangram House South Condominium and Tangram House West Condominium (Class E Members), who will be non-voting, non-paying members of the Association. The residential Condominium Unit Owners are considered non-paying members because they will not make payments directly to the Association.

(36) "**Permitted First Mortgage**" means a Permitted Mortgage that is a first mortgage lien against a Condominium Unit.

(37) "**Permitted First Mortgagee**" means any holder of a Permitted First Mortgage.

(38) "**Permitted Mortgage**" means (i) a mortgage covering one or more Condominium Units that complies with the terms of Article 8 of the Declaration, and (ii) any mortgage made by the Declarant.

(39) "**Permitted Mortgagee**" means the holder of a Permitted Mortgage.

(40) "**Permitted Occupant**" means the lawful occupants of any residential Condominium Unit or the Hotel Facility and the guest of the foregoing.

(41) "**Person**" means any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other legal entity.

(42) "**Plan**" means any offering plan for the sale of Condominium Units situated within the Development Area and/or membership interests in the Association, which has been filed by Declarant with the Real Estate Finance Bureau of the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York, as such offering plan(s) may have been, and may hereafter be, amended from time to time.

(43) "**Property**" or "**Properties**" means any or all of the condominium regimes to be constructed on Declarant's parcels.

(44) "**Retail Facility**" means retail Condominium Units and any Facilities serving retail Condominium Units.

(45) "**Retail Facility Owner**" means the owner of a Retail Facility.

(46) "**Rules and Regulations**" means the rules and regulations of the Association, as such Rules and Regulations may be amended, modified, added to, or deleted from time to time pursuant to the terms of the Declaration and the By-Laws.

(47) "**Special Assessments**" means the charges allocated and assessed by the Association to the Condominium Unit Owners or any of the same, as provided in the Declaration and/or the By-Laws (including, without limitation, in Section 6.1 of the Declaration and in Section 5.3 of the By-Laws).

(48) "**Selling Agent**" means any Person or Persons employed by Declarant or their designees in connection with the sale, renting, management, operation and/or promotion of the Unsold Condominium Units.

(49) "**Unsold Condominium Unit**" means any Condominium Unit owned by any of the Declarant or any Successor to or Affiliate of a Declarant or its designee at the time in question.

(50) "**Voting Members**" means the Class A Member, Class B Member, Class C Member and Class D member. The Class A Members are the members of the Tangram House South Condominium board of managers. The Class B Members are the members of the Tangram House West Condominium board of managers. The Class C Member is the Hotel Facility Owner. The Class D Member is Declarant or its Affiliates which shall exist so long as all condominiums are not formed or a determination is made by Declarant not to develop any more Properties in the Development Area.

RESIDENTIAL RULES AND REGULATIONS

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways shall not be obstructed or used for any other purpose than ingress to and egress from the Units. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Properties, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows roofs or terraces or a Unit exterior, or placed upon the window sills of any of the Properties.

2. No vehicle belonging to a Condominium Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Condominium Unit Owner, shall be parked in such a manner as to impede or prevent ready access by another vehicle to any entrance to, or exit from, the Development Area, any HOA Improvement, or any Condominium Unit.

3. There shall be no playing or lounging on the HOA Property, except in recreational areas or other areas designated as such in the Declaration or by the Association. The Association or the Managing Agent may, from time to time, curtail or relocate any portion of the HOA Property devoted to recreation purposes.

4. No bird, reptile, or animal shall be permitted in any HOA Improvement, nor on the HOA Property, unless carried or on leash. No animals shall be walked or otherwise permitted to relieve themselves on any portion of the HOA Property, other than in any areas if any, designated for such purpose by the Association.

5. No group tour or exhibition of any Condominium Unit or its contents shall be conducted, nor shall any auction sale be held on any Condominium Unit, without the prior written consent of the Association or the Managing Agent in each instance. In the event that any Condominium Unit shall be used for home occupation or professional purposes in conformity with the terms of this Declaration, no patients, clients, or other invitees shall be permitted to wait in or on the HOA Property.

6. If any key or keys are entrusted by a Condominium Unit Owner or by his or her agent, servant, employee, licensee, tenant or visitor to an employee of the Association or of the Managing Agent, the acceptance of the key shall be at the sole risk of such Condominium Unit Owner or agent, servant, employee, licensee, tenant or visitor, and neither the Association nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

7. No Condominium Unit Owner or other occupant of the Development Area shall send any employee of the Association or of the Managing Agent away from the Development Area on any private business.

8. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by the Association. Further, any such consent or approval may, in the discretion of the Association or the Managing Agent, be conditional in nature.

9. Complaints regarding the services of the Association shall be made in writing to the Association or to the Managing Agent.

DOCUMENT 9

BY-LAWS OF TANGRAM HOMEOWNERS ASSOCIATION, INC.

BY-LAWS
of
Tangram Homeowners Association

_____, 20__

Prepared by

Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016

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ARTICLE 1

GENERAL

Section 1.1 Definitions. Unless the context in which the same are used shall otherwise require, the following terms shall have the respective meanings set forth in Exhibit B to the Declaration of Covenants, Restrictions and Easements:

Section 1.2 Membership in the Association. At the time of filing of a Condominium declaration for the Tangram House West Condominium, each member of the condominium board of managers at the Tangram House South Condominium and the Tangram House West Condominium shall become a Voting Member of the Association in his or her representative capacity on behalf of all Condominium Unit Owners at his or her Property, and the Hotel Facility Owner (hereinafter defined) shall also become a Voting Member of the Association. If the Hotel Facility was not previously constructed, the Hotel Facility Owner shall become Voting Member of the Association if and when that building is later constructed. At the time of filing of a Condominium declaration for the Tangram House West Condominium, each member of the condominium board of managers at the Tangram House South Condominium and the Tangram House West Condominium shall become a Voting Member of the Association (hereinafter defined) in his or her representative capacity on behalf of all Condominium Unit Owners at his or her Property,. Declarant or its Affiliates shall also be a Voting Member of the Association which shall exist so long as all condominiums are not formed or a determination is made by Declarant not to develop any more Properties in the Development Area (hereinafter defined). The individual residential Condominium Unit Owners at the Tangram House South Condominium and the Tangram House West Condominium will be Non-Voting Members of the Association.

Section 1.3 Classes of Membership. The Association shall consist of the following classes of members to the extent applicable:

Class A Member: The members of the condominium board of managers of Tangram House South Condominium located at 133-27 39th Avenue, Queens, New York

Class B Member: The members of the condominium board of managers upon formation of the Tangram House West Condominium located at 133-36 37th Avenue, Queens, New York.

Class C Member: The Hotel Facility Owner upon the formation of the building known herein as the "Hotel Condominium" located at 37-09 College Point Boulevard, Queens, New York.

Class D Member: Declarant which shall exist so long as all condominiums are not formed or a determination is made by Declarant not to develop any more Properties in the Development Area.

Class E Member: The residential Condominium Unit Owners at the Tangram House South Condominium and Tangram House West Condominium.

Section 1.4 Principal Office of the Association. The principal office of the Association shall be located either at the HOA Property or at such other place in the City of New York reasonably convenient thereto as may be designated from time to time by the Board of Directors.

Section 1.5 Form of Seal. The seal of the Association shall be in the form of a circle and shall bear the name of the Association, the year of its incorporation and the words "Corporate Seal, New York".

ARTICLE 2

THE BOARD OF DIRECTORS

Section 2.1 General. The Association is duly incorporated as a Type A corporation under Section 201(a) of the New York Not-For-Profit Corporation Law. As more particularly set forth in these By-Laws, the affairs of the Association shall be governed by the Board of Directors.

Section 2.2 Status of the Board of Directors. The Board of Directors shall have the status conferred upon it under, or pursuant to, the terms of the New York State Not-for-Profit Corporation Law and any other applicable law.

Section 2.3 Powers and Duties of the Board Of Directors. The Board of Directors shall have all of the powers and duties necessary for, or incidental to, the conduct and administration of the affairs of the Association, provided, however, that the Board of Directors shall not have such powers or duties that by law, or pursuant to the terms of these By-Laws, may not be delegated to the Board of Directors by the members. Without intention to limit the generality of the foregoing in any respect, but subject to the terms of Section 2.4 hereof, the Board of Directors shall have the following specific powers and duties:

(1) to determine the manner in which the Association shall operate, maintain, repair, restore, add to, improve, alter and replace the HOA Property and HOA Improvements, including, without limitation, as the Board of Directors shall deem necessary or proper in connection therewith:

(1) the purchase and leasing of supplies, equipment and material; and

(2) the employment, compensation and dismissal of personnel;

(2) to cause the Association to acquire, in the name of the Association or its designee, corporate or otherwise, all easements rights and interests in real and personal property deemed necessary or proper by the Board of Directors for use in connection with the operation of the HOA Property and HOA Improvements;

(3) to cause to be maintained complete and accurate books and records with respect to the finances and the operation of the Association.

(4) to prepare and adopt a budget for the Association for each fiscal year thereof.

(5) to determine the amount, and establish the means and methods of payment, of the charges to be assessed against the condominium boards of managers acting on behalf of their respective Condominium Unit Owners in order to pay the anticipated expenses of the Association, and to cause the Association to collect the same from (i) the appropriate condominium boards of managers on behalf of each Condominium Unit Owner within the Development Area; and (ii) Condominium Unit Owners who have failed to pay such charges to their respective condominium boards

(6) subject to the limitations contained in Section 2.4 hereof, to cause the Association to borrow money, when necessary or desirable in the judgment of the Board of Directors, in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the HOA Property and HOA Improvements, and to cause the Association to grant mortgages and other liens against all or any portion of the HOA Property, when necessary or desirable in the judgment of the Board of Directors, in order to secure any such borrowings;

(7) to cause the Association to open and maintain bank accounts, and to designate the signatories required therefor;

(8) to cause the Association to use the charges collected, as well as all other funds held by the Association or received in connection with the operation of the HOA Property and HOA Improvements for the conduct and administration of the affairs of the Association.

(9) to cause the Association to obtain insurance, to adjust and settle insurance claims and to execute and deliver releases upon such adjustment and settlement on behalf of all Members, of all holders of mortgages and other liens on Condominium Units and of all holders of any other interest in the HOA Property and HOA Improvements;

(10) subject to the provisions of the Declaration and any applicable Condominium Documents, to pass upon requests received from Members for the Association's consent to the making of additions to, and alterations of, the improvements located on the Condominium Units affecting the HOA Property and HOA Improvements and to oversee any approved work;

(11) to review and approve the coverage amount, policy forms and insurance carriers with respect to any fire and casualty insurance policies obtained as set forth in Article 5 of the Declaration, to maintain such insurance, as well as to supervise and approve the adjustment and settlement of claims under any such insurance policies;

(12) to cause the Association to adopt, amend, modify, add to and/or delete Rules and Regulations governing the use and operation of the HOA Property and HOA Improvements, as well as to levy and collect fines against Members for violations of the same;

(13) to bring or defend against any proceedings that may be instituted on behalf of, or against, the Association;

(14) to retain or employ a managing agent to assist the Board of Directors and the officers of the Association in connection with the operation, maintenance and repair of the HOA Property and HOA Improvements and such other property within the Development Area that the Association is obligated to maintain, as well as otherwise in connection with the performance of the obligations and conduct of the affairs of the Association and to retain such attorneys,

accountants, architects, engineers and other professionals as the Board of Directors deems necessary or desirable in connection therewith, in all instances for such compensation as the Board of Directors considers reasonable, suitable and appropriate;

(15) to cause the Association to execute, acknowledge and deliver any consent, covenant, restriction, easement, declaration or other instrument affecting the HOA Property or HOA Improvements that the Board of Directors deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the same;

(16) to carry out any other duties imposed upon the Board of Directors pursuant to these By-Laws or otherwise; and

(17) to maintain such property within the Development Area that the HOA is obligated to maintain.

Section 2.4 Conditions to, and Limitations on, the Exercise of Certain Powers. Notwithstanding anything to the contrary provided in section 2.3 hereof or otherwise in these By-Laws, without the approval of Declarant it successors or assigns, the Board of Directors shall not cause the Association to:

(1) borrow any sum in excess of $50,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years).

(2) take any action that would (a) increase the number or change the type of employees described in the Declaration; (b) provide for services other than those described in the Declaration unless the total annual cost of all services to be provided is no greater than the then estimated total cost of the services described in the Declaration and in the Condominium Offering Plan; (c) establish reserves or similar funds to undertake any capital or major improvements or additions except as required by law; (d) change the insurance coverage on the HOA Property from the coverage described in the Declaration unless the change does not cause an increase in the total annual insurance premiums then due and payable by the HOA unless such change is required by the holder of any mortgage on the HOA Property (or Unsold Units or a Retail Unit or Parking Unit or by the insurance carrier insuring the HOA Property or HOA Improvements to satisfy insurance requirements).

Section 2.5 Manner of Exercise and Delegation of the Board's Powers and Duties. Any act within the power of the Board of Directors to perform, and deemed necessary or desirable to be performed by the Board of Directors, shall be performed:

(1) by the Board of Directors; and/or

(2) except to the extent prohibited by the terms of Paragraph (5) of this Section 2.5 or by law, by the agents, employees, or designees of the Board of Directors on its behalf and at its direction.

(3) The Board of Directors may, from time to time, appoint, by duly adopted resolutions, such committees as the Board of Directors deems appropriate to perform such duties and services as the Board of Directors shall direct, each of which committees shall have, and

may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (5) of this Section 2.5. Each committee shall consist of three or more individuals, a majority of whom shall be Directors elected by the Class D Member until Class A, Class B and Class C Members all exist unless and to the extent a determination is made not to develop one or more of the Properties.

(4) The Board of Directors may cause the Association to employ a managing agent, to serve at a compensation to be established by the Board of Directors and to perform such duties and services in the name of the Association as the Board of Directors shall direct. Subject to the exceptions and limitations contained in paragraph (5) of this Section 2.5, the Board of Directors may cause the Association to delegate to such managing agent any of the rights and powers available to the Association pursuant to these By-Laws.

(5) Notwithstanding anything to the contrary contained in this Section 2.5, the managing agent shall not be entitled to exercise, and the Board of Directors shall not delegate to the Managing Agent the powers or duties described in subparagraphs 2, 4, 5, 6, 7, 9, 14, 15, 16, or 17 of Section 2.3. In addition, the managing agent shall not have, or be entitled to exercise, any powers or duties that may be not be delegated to it by the Board of Directors or the Association, as the case may be, pursuant to law.

Section 2.6 Number, Election and Qualification of Director. The Board of Directors shall initially consist of three (3) Class D Directors, to be designated from time to time by Declarant. Upon the filing of the Tangram House West Condominium declaration, the Class A Member, Class B Member and Class C Member each shall elect one Director to replace one Class D Director. If the Hotel Facility was not previously constructed, one Director shall be elected by the Class C Member to replace one Class D Member, if and when that building is later constructed.

(1) All Directors shall be either Declarant or the Hotel Facility Owner or a member of the board of managers of the Tangram House South Condominium or Tangram House West Condominium.

(2) There shall be no restrictions on the identity of the Directors designated or elected by the Declarant.

(3) After the Tangram House South Condominium and Tangram House West Condominiums are formed, the boards of managers of those Condominiums shall each be responsible for electing a director who shall be a sponsor of the Condominium so long as the sponsor controls the board of managers.

(4) If the Hotel Facility is built, the Hotel Facility Owner shall elect one director.

Section 2.7 Term of Office of Directors. The term of office of the three (3) Directors designated by the Declarant shall be one (1) year, but shall expire when a replacement Director is designated if less than one (1) year. The term of office of each of the Directors who are elected and qualified at the first, and each subsequent, annual meeting of the Members shall be fixed at one (1) year, until the next annual meeting of the Members. Notwithstanding anything to the contrary contained in this Section 2.7, however, each Director shall serve until his or her successor shall be elected and qualified. There shall be no limit on the number of terms of office,

successive or otherwise, that a Director may serve. Declarant shall continue to designate Directors to the extent a Property has not yet been developed as a condominium and the condominium does not yet exist.

Section 2.8 Removal and Resignation of Directors. (1) Each Director shall be subject to removal from office as follows:

(1) with respect to any Director elected by a condominium board of managers with or without cause, by a majority of the votes, respectively, of that condominium board of managers.

(2) with respect to the Director elected by the Hotel Facility Owner with or without cause, by the Hotel Facility Owner.

(3) with respect to any Director appointed by Declarant, its successors and assigns, such Director may only be removed by Declarant, its successors or assigns, or when replaced as set forth above.

Any Director elected by a condominium board of managers may be removed from office only at a meeting of a condominium board of managers, and shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(4) Any Director may resign his or her directorship at any time by giving written notice thereof to the Board of Directors and any applicable condominium board of managers. Any Director who shall cease to be qualified for directorship pursuant to the terms of Section 2.6 hereof shall be deemed to have resigned his or her directorship effective as of the date upon which such qualification shall cease.

Section 2.9 Vacancies. (1) In the event of any vacancy on the Board of Directors that is caused by the removal, resignation, or death of:

(1) a Director who was elected by a condominium board of managers shall be filled by election of that condominium board of managers.

(2) a Director who was elected by the Hotel Facility Owner shall be filed by election of the Hotel Facility Owner.

(3) a Director who was designated or elected by Declarant, its successors or assigns shall be filled by an individual designated by Declarant, its successors or assigns.

(4) Each Director who is elected to fill a vacancy pursuant to the terms of this Section 2.9 shall serve as a Director for the remainder of the term of the Director that he or she replaced and until his or her successor shall be elected and qualified.

Section 2.10 Organizational Meeting of the Board of Directors. The first meeting of the Board of Directors shall be held promptly after the election of a Director who is not appointed by Declarant, at such time and place in the City of New York as shall be either fixed informally by a majority of the Directors or designated in a written notice given to all of the Directors by personal delivery, mail, facsimile, overnight carrier, or telegram not later than five (5) business days prior to such date.

Section 2.11 Regular Meetings of the Board of Directors. Regular meetings of the Board of Directors may be held at such time and place in the City of New York as shall be determined from time to time by a majority of the Directors, provided that at least one such meeting of the Board of Directors shall be held during each twelve (12) month period. Written notice of all regular meetings of the Board of Directors shall be given to each Director by personal delivery, mail, facsimile, overnight carrier or telegram at least five (5) business days prior to the day named for such meeting.

Section 2.12 Special Meetings of the Board of Directors. The President may call a special meeting of the Board of Directors whenever he or she deems the same to be necessary or desirable, and the President shall call such a meeting upon the written request of two (2) or more Directors. Written notice of all special meetings shall be given to each Director by personal delivery, mail, facsimile, overnight carrier or telegram at least five (5) business days prior to the day named for such meeting, which notice shall state the time, place (in the City of New York) and purpose of the meeting.

Section 2.13 Waiver of Notice of Meetings. Any Director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting shall constitute a waiver by him or her of notice of the time and place thereof. If all of the Directors are present at any meeting of the Board of Directors, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.14 Quorum of the Board of Directors. For purposes of all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. In connection therewith one or more Directors may participate in any meeting by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute the presence of such Director(s) at such a meeting for all purposes. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of the Directors in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting that was originally called (but for the lack of a quorum) may be transacted without further notice.

Section 2.15 Decisions by the Board of Directors. Except as otherwise expressly provided in these By-Laws, the unanimous vote of the Directors present and voting at a meeting thereof at which a quorum is present shall constitute the decision of the Board of Directors. Alternatively, any decision that is required or permitted to be made by the Board of Directors may be made without a meeting thereof if all of the Directors shall individually or collectively consent in writing to such decision. All such written consents shall be duly filed by the Secretary of the Association in the minutes of the Board of Directors.

Section 2.16 Compensation of Directors. No Director shall receive any compensation from the Association for acting as such.

Section 2.17 Common or Interested Directors. Each Director shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the best interests of the Association.

Any interested Director may be counted in determining the presence of a quorum at any meeting of the Board of Directors that authorizes, approves, or ratifies any contract or transaction with such Director or any company or other party that is affiliated with such Director, but no such Director shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

ARTICLE 3

OFFICERS

Section 3.1 General. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as, in its discretion, may be necessary or desirable. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed, upon the direction of the Board of Directors, by any two officers of the Association, by such lesser number of officers, or by such other person or persons, as may be designated from time to time by the Board of Directors, including without limitation the Managing Agent. Any individual may hold two or more offices, except the same individual may not be both the President and Treasurer of the Association.

Section 3.2 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board of Directors. The President shall have all of the general powers and duties that are incident to the office of president of a corporation organized under the New York State Not-for-Profit Corporation Law, including, but not limited to, the power to appoint the members of all committees created by the Board of Directors from amongst the Members as he or she may decide, in his or her discretion, are appropriate to assist in the conduct of the affairs of the Association.

Section 3.3 Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board of Directors shall appoint some other Director to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him or her from time to time by the Board of Directors or by the President.

Section 3.4 Secretary. The Secretary shall keep the minutes of all meetings of the Members and of-the Board of Directors. The Secretary shall have charge of such books and papers as the Board of Directors shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a corporation organized under the New York State Not-for-Profit Corporation Law.

Section 3.5 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Association and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Association, or in the name of any managing agent appointed by the Board of Directors, in such depositories as may, from time to time, be

designated by the Board of Directors. In general, the Treasurer shall perform all of the duties incident to the office of treasurer of a corporation organized under the New York State Not-for-Profit Corporation Law.

Section 3.6 Election, Term of Office and Qualifications of Officers. Each of the officers of the Association shall be elected annually by a majority vote of the Board of Directors taken at the organizational meeting of each new Board of Directors, and shall serve at the pleasure of the Board of Directors. The President shall be elected from amongst the Directors or may be a representative of one of the Declarant. The other officers of the Association, however, need not be Directors and need not have any interest in the Corporation.

Section 3.7 Removal and Resignation of Officers. Any officer of the Corporation may be removed from office, with or without cause, by an affirmative vote of a majority of the Directors. In addition, any officer may resign at any time by giving written notice to the Board of Directors. Finally, if the President of the Association shall cease to be a Director during his or her term of office, such officer shall be deemed to have resigned his or her office effective upon the date upon which his or her status as a Director shall cease.

Section 3.8 Vacancies. Any vacancy in an office shall be filled by a majority vote of the Board of Directors taken at any regular meeting of the Board of Directors or at a special meeting thereof called for such purpose.

Section 3.9 Compensation of Officers. No officer of the Association shall receive any compensation from the Association for acting as such.

ARTICLE 4

MEETINGS OF THE VOTING MEMBERS

Section 4.1 Annual Meetings of the Voting Members. The first annual meeting of the Voting Members shall be held at any time at the request of any Director or any condominium board of managers or the Hotel Facility Owner. Thereafter, annual meetings of the Members shall be held on or about each anniversary date of the first annual meeting. At each such subsequent meeting, the Voting Members shall:

(1) select successors to all of the Directors (provided, however, that nothing herein shall be deemed to preclude a Director from re-appointment) and

(2) transact such other business as may properly come before such meeting.

Section 4.2 Special Meetings of the Members. The President shall call a special meeting of the Voting Members whenever so directed by a duly adopted resolution of the Board of Directors or upon receipt by the Secretary of a petition calling for such a meeting signed by one Director. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3 Place of Meetings. Meetings of the Voting Members shall be held at the principal office of the Association or at such other suitable and convenient place in the County of Queens as may be designated by the Board of Directors.

Section 4.4 Notice of Meetings. (1) The Secretary of the Association shall give notice of each annual or special meeting of the Voting Members then of record entitled to vote at such meeting, which notice shall:

(1) set forth the purpose, time and place of such meeting; and

(2) be given to each Voting Member by personal delivery, mail, facsimile, overnight carrier or telegram not later than ten (10) days prior to the day fixed for the meeting.

Any Voting Member may designate an address for the giving of notice by giving written notice thereof to the Secretary of the Association not less than ten (10) days prior to the giving of notice of the applicable meeting.

(3) If the business to be conducted at any meeting of the Voting Members shall include the consideration of a proposed amendment to these By-Laws or to any other document or instrument that shall be binding upon the Association, the Members and/or the HOA Property, the notice of such meeting shall be mailed to all Voting Members at least thirty (30) days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

Section 4.5 Quorum of the Voting Members. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of one Voting Member from each Class of Voting Members so long as that Class exists shall constitute a quorum at all meetings of the Voting Members. If, at any meeting of the Voting Members, there shall be less than a quorum present, a Voting Member who is present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time fixed for the original meeting. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting that was originally called (but for the lack of a quorum) may be transacted without further notice.

Section 4.6 Conduct of Meetings. The President shall preside at all meetings of the Voting Members and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Voting Members and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Voting Members present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Voting Members, unless the same shall be in conflict with any applicable law or the terms of these By-Laws. All votes of the Voting Members shall be tallied by the persons appointed by the presiding officer of the meeting.

Section 4.7 Order of Business. The order of business at all meetings of the Voting Members shall be as follows:

(1) Roll call;

(2) Proof of notice of meeting;

(3) Reading of the minutes of the preceding meeting (unless waived);

(4) Reports of officers of the Association;

(5) Reports of Directors;

(6) Reports of committees;

(7) Installation of Directors (when so required);

(8) Unfinished business; and

(9) New business.

Section 4.8 Voting. Subject to the terms of Section 4.9 hereof, the Voting Members shall, at all meetings of the Voting Members, be entitled to vote as follows:

(2) Voting shall be by Class.

(3) Each Class of Voting Members shall be entitled to one vote to be determined by a majority of Voting Members present and voting within that Class, which vote shall be cast by the Voting Member designated by such Class.

(4) Prior to any vote on a matter before the Association, the Members in each Class shall vote to determine how the Class shall vote, with a majority controlling the vote.

(5) A Voting Member may designate any other Member in his or her class to act as a proxy on his or her behalf. The designation of any such proxy shall be made in a writing both signed and dated by the Member and delivered to the Secretary of the Association with a copy to the secretary of his or her condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Association with a copy to the secretary of the condominium; however, no revocation of such a designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary of the Association or, if such revocation is made at a meeting of the Members during which the Secretary of the Association is not in attendance, by the individual acting as the secretary of such meeting. No designation to act as a proxy shall be effective for a period in excess of six (6) months after the date thereof.

(6) Except when otherwise required by law or determined by Declarant as provided in these By-Laws, the affirmative vote of a majority in number of the votes of the Voting Members who are present and voting at a duly constituted meeting of the Members in a Class shall constitute the decision of all of the Members in the Class, and the unanimous vote by designees of the Members in each Class who are present and voting at a duly constituted meeting shall constitute the decision at such meeting.

Section 4.9 Election of Directors. Each Class of Voting Members shall select a Director by vote at a meeting of Members by plurality votes, except that to the extent another Class does not exist or does not yet exist, Class D shall select a Director. At such time as there ceases to be a member of the HOA Board that is selected by Declarant, all members of the HOA Board shall be selected by Members who are condominium boards of managers of the Tangram House South Condominium and Tangram House West Condominium and the Hotel Facility Owner.

Section 4.10 Action Without a Meeting. Any action required or permitted to be taken by the Voting Members at a duly constituted meeting may be taken without such a meeting if Members, sufficient Members in each Class necessary to approve such an action at a duly constituted meeting of such Members pursuant to these By-Laws, consent in writing to the adoption of a resolution approving such action. All written consents given by such Members pursuant to this Section 4.10 shall be retained in the records of the Association, together with true copies of the resolutions to which they relate.

ARTICLE 5

FINANCES OF THE ASSOCIATION

Section 5.1 Determination of HOA Expenses and Fixing of HOA Charges.

(1) From time to time, but not less frequently than once a year, the Board of Directors shall:

(1) prepare and adopt a budget for the Association, subject, in all respects, to the strictures set forth in Sections 2.3 and 2.4 hereof;

(2) determine the aggregate amount of money necessary to be charged to the Members (hereinafter called the "HOA Charges) in order to meet the anticipated expenses of the Association (hereinafter called the "HOA Expenses"); and

(3) allocate and assess the HOA Charges amongst each Class of Voting Members. Initially, HOA Expenses shall be allocated as follows. However, the HOA Board may change these allocations if they do not accurately reflect the usage by the Members:

(1) The following expenses shall be shared amongst the residential Condominium Unit Owners in the Tangram House South Condominium and Tangram House West Condominium according to the following allocation: 75% of such expenses shall be allocated to the residential Condominium Unit Owners at the Tangram House South Condominium and 25% of such expenses shall be allocated to the residential Condominium Unit Owners at the Tangram House West Condominium:

(i) Payroll and related expenses for the Resident Manager[1], 3 porters and 4.2 lobby attendants;

(ii) 57% of the gas expenses for the HOA Improvements

(iii) 66% of the electricity expenses for the HOA Improvements;

(iv) 34% of the water charges and sewer rent for the HOA Improvements;

(v) Repairs and maintenance for the HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(vi) Service contracts for the shared garage elevators, landscaping of the residential outdoor areas and supplies for HOA Improvements located in the Tangram House South Condominium and Tangram House West Condominium;

(vii) Use and occupancy charges for the Resident Manager's Unit located in the Tangram House South Condominium, for so long as Declarant owns the Resident Manager's Unit;

(viii) Common Charges, real estate taxes and utility costs attributable to the Resident Manager's Unit located in the Tangram House South Condominium, after Declarant conveys the Resident Manager's Unit to the condominium boards;

(ix) Legal/audit expenses in connection with the preparation of the audited financial statements;

(x) Other expenses, including telephone, office supplies, office equipment, postage, special communications and mailings; and

(xi) Contingency for unforeseen expenses of the Homeowners Association.

(2) If the Hotel Condominium is built, certain expenses shall be shared amongst the residential Condominium Unit Owners in the Tangram House South Condominium, the residential Condominium Unit Owners in the Tangram House West Condominium and the owner of the Hotel Condominium Unit, or the owner of the hotel, as the case may be, according to the following allocation: 57% of such expenses shall be paid by the residential Condominium Unit Owners at the

[1] Expenses for payroll and benefits for the Resident Manager shall be assessed the Condominium Unit Owners in the Tangram House South Condominium in accordance with their Common Interest. The residential Condominium Unit Owner's allocation shall then be allocated by the Association amongst the residential Condominium Unit Owners in the Tangram House South Condominium (75% of such expense) and the residential Condominium Unit Owners in the Tangram House West Condominium (25% of such expense).

Tangram House South Condominium; 19% of such expenses shall be paid by the residential Unit Owners at the Tangram House West Condominium; and 24% of such expenses shall be paid by the owner of the Hotel Condominium Unit, or the owner of the hotel, as the case may be. The expenses shared by all three Condominiums are as follows:

(i) 43% of the gas expense related to the HOA Improvements;

(ii) 34% of the electricity expenses for the HOA Improvements;

(iii) 66% of the water charges and sewer rent for the HOA Improvements;

(iv) Management fee for the Managing Agent of the Homeowners Association; and

(v) Hotel amenity operator expenses including: payroll and benefits for a resident experience manager and lifeguards; pool supplies and chemicals; uniforms; fitness on demand; programming and events; employee health insurance; insurance premiums; and management fee.

If the Hotel Condominium is not built, the gas, electricity, water and sewer and amenity operator expenses to be shared among all three Condominiums will not exist. The fee for the Managing Agent will exist but will instead be allocated between the Tangram House South Condominium (75%) and Tangram House West Condominium (25%), only.

(2) The condominium boards of managers of the Tangram House South Condominium and Tangram House West Condominium shall be assessed and shall assess to all residential Condominium Unit Owners the HOA Charges as set forth in each Condominium by-laws. Such assessments shall initially be payable by the applicable condominium board, but if any Condominium Unit owner shall fail to pay his share of such HOA Charges within 30 days following the due date thereof to the condominium board of managers or the Association, as the case may be, the HOA Board shall, independently of such condominium board of managers, have all rights and remedies at law and in equity to collect same, including, without limitation, the right to file a lien on such Condominium Unit Owner's Condominium Unit, as provided in the Declaration upon such failure to pay.

Section 5.2 Modifications of HOA Charges During a Fiscal Year. The Board of Directors may, at its sole discretion and from time to time during any fiscal year of the Association:

(1) modify its projection of the HOA Expenses for such fiscal year; and/or

(2) increase or decrease the amount of the HOA Charges payable during the balance of such fiscal year (and, thereafter, until a new amount of HOA Charges is fixed by the Board pursuant to the terms of this Article 5).

However, no change in the amount of the HOA Charges shall be effective until each Class of Voting Members has been given at least fifteen (15) days prior written notice thereof.

Section 5.3 Levying of Special Assessments. In addition to its right to assess (and to re-assess) HOA Charges, the Board of Directors shall have the right, again subject, in all respects, to the strictures contained in Section 2.3 and 2.4 hereof, to levy Special Assessments or any one or more of them in order to either:

(1) meet those HOA Expenses that were not provided for, or not sufficiently provided for, when the Board fixed the then current HOA Charges; and/or

(2) collect any other charges that a Voting Class shall be obligated to pay to the Association pursuant to the terms of these By-Laws or of any other document or instrument that shall be binding upon the Association and the Members.

All Special Assessments shall be levied against the Voting Classes in the same manner as the HOA Charges; and be payable either in one lump sum or in installments, as the Board of Directors shall determine.

However, the Board of Directors shall give each Voting Class not less than thirty (30) days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof.

Section 5.4 Distributions. Except upon a complete or partial liquidation of the Association, no Member shall be entitled, either conditionally or unconditionally, to receive any distribution not out of the earnings and profits, if any, of the Association.

Section 5.5 Financial Records. The Treasurer of the Association, or any managing agent appointed by the Board of Directors acting under the supervision of the Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Association.

Section 5.6 Annual Reports. Within four (4) months after the end of each fiscal year of the Association, the Association shall submit to each Voting Member an annual report of the receipts and expenditures of the Association, each of which shall be prepared by an independent certified public accountant.

Section 5.7 Examination of Books. Each Voting Member and his or her duly appointed representatives shall be permitted to examine the books of account of the Association (other than those records relating exclusively to other Members, such as, for example, records of any unpaid HOA Charges and/or Special Assessments thereof) at reasonable times on business days, but not more frequently than once a month.

Section 5.8 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise by a duly adopted resolution of the Board of Directors.

ARTICLE 6

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 6.1 In Actions by or in the Right of the Association. Any person who is made a party to an action brought by, or in the right or, the Association, by reason of the fact that such person, or his or her testator or intestate, is or was a director or officer of the Association, shall be indemnified by the Association against any and all reasonable expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) actually and necessarily incurred in connection with the defense of such action, or in connection with an appeal therein, except:

(1) in relation to matters as to which such director or officer is adjudged to have breached his duty to the Association under Section 717 of the New York Not-for-Profit Corporation Law; and

(2) with respect to those amounts and expenses referred to in Paragraph (b) of Section 722 of the New York Not-for-Profit Corporation Law.

Section 6.2 In Other Actions Proceedings. Any person made a party to an action or proceeding (other than one brought by, or in the right of, the Association), whether civil or criminal, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person, or by his or her testator or intestate, as a director or officer of the Association (or as an officer or director of any other corporation in which he, she, or such testator or intestate so served at the request of the Board of Directors), shall be indemnified by the Association against any and all judgments, fines, amounts paid in settlement and reasonable expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer:

(1) acted in good faith;

(2) acted for a purpose that he or she reasonably believed was in the best interest of the Association; and

(3) in criminal actions or proceedings, had no reasonable cause to believe that his or her conduct was unlawful.

The conclusion of any such action or proceeding by judgment, settlement, conviction, or plea of nolo contendere (or its equivalent) shall not in itself create a presumption that such director or officer:

(1) did not act in good faith;

(2) did not act for a purpose that he or she reasonably believed was in the best interests of the Association; and/or

(3) had reasonable cause to believe that his or her conduct was unlawful.

Section 6.3 Payment. A person who has been wholly successful, on the merits or otherwise, in the defense of a civil or criminal action or proceeding of the character described in Sections 722 or 723 of the New York Not-for-Profit Corporation Law shall be entitled to indemnification as authorized in said Sections. However, except as provided in Paragraph (a) of Section 724 of the New York Not-for-Profit Corporation Law, any indemnification under Section 722 or 723 thereof, unless ordered by a court under Section 725 thereof, shall be made by the Association only if authorized in the specific case in accordance with the provisions of Paragraph (a) of Section 724 thereof. Additionally, expenses incurred in defending a civil or criminal action or proceeding may be paid by the Association in advance of the final disposition of such action or proceeding, if authorized under Paragraph (b) of Section 724 of the New York Not-for-Profit Corporation Law.

Section 6.4 Other Provisions. Indemnification of directors or officers shall be subject to the other affecting the same, as set forth in Section 726 of the New York Not-for-Profit Corporation Law.

ARTICLE 7

NOTICES

Section 7.1 General. All notices required or desired to be given hereunder (except for a notice of a meeting under section 2.10, 2.11, 2.12 or 4.4 hereof, which shall be given in accordance with the applicable section) shall be sent by registered or certified mail, return receipt requested, or by national overnight courier that provides a receipt, postage prepaid addressed:

(1) if to the Association, to the Association at its principal office as set forth in Section 1.4 hereof (with a photocopy sent in like manner to any managing agent appointed by the Board of Directors pursuant to the terms of Section 2.5 hereof at its principal office address);

(2) if to a Class or Member, to the address designated in writing by such Class or Member.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate not more than two (2) additional addresses for the giving of notice, by sending written notice as aforesaid. Notices shall be deemed given when sent except notices of changes of address and notices designating additional addresses shall be deemed to have been given when received.

Section 7.2 Waiver of Service of Notice. Whenever any notice is required to be given by law or pursuant to the terms of these By-Laws, a waiver thereof in writing, signed by the person or entity entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 8

AMENDMENTS TO BY-LAWS

Section 8.1 General. Subject to the terms of Section 8.2 below, any provision contained in these By-Laws may be amended, modified, added to, or deleted by the unanimous vote of all Classes taken in accordance with the terms of these By-Laws.

Section 8.2 Restrictions on Amendments. Notwithstanding anything contained in these By-Laws to the contrary, but subject to any limitation imposed by law, no amendment to these By-Laws shall be adopted without the prior written consent of Declarant, if Declarant owns any Condominium Unit(s).

ARTICLE 9

MISCELLANEOUS

Section 9.1 Gender. A reference in these By-Laws to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 9.2 Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

DOCUMENT 10

CERTIFICATE OF INCORPORATION OF
TANGRAM HOMEOWNERS ASSOCIATION, INC.

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: TANGRAM HOMEOWNERS ASSOCIATION, INC.

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT) TYPE: N COUNTY: QUEE

FILED:01/31/2017 DURATION:PERPETUAL CASH#:170131000566 FILM #:170131000532

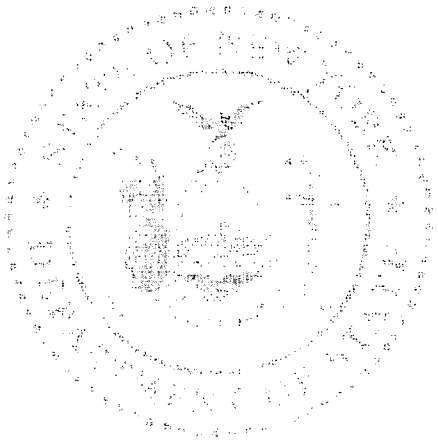
FILER:
HERRICK, FEINSTEIN LLP
2 PARK AVENUE

NEW YORK, NY 10016

EXIST DATE
01/31/2017

ADDRESS FOR PROCESS:
EARLE TOCKMAN
C/O FULTON SCG DEVELOPMENT LLC 136-20 38TH AVENUE, 12TH FLOOR
FLUSHING, NY 11354

REGISTERED AGENT:



SERVICE COMPANY: DELANEY CORPORATE SERVICES LTD. - 30 SERVICE CODE: 30

FEES	110.00	PAYMENTS	110.00
FILING	75.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	110.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on February 1, 2017.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

Rev. 06/13

170131000532

CERTIFICATE OF INCORPORATION

OF

TANGRAM HOMEOWNERS ASSOCIATION, INC.

Under Section 402 of the Not-For-Profit Corporation Law

1. The name of the corporation is Tangram Homeowners Association, Inc. (hereinafter referred to as the "Corporation").

2. The Corporation is a corporation as defined in subparagraph (5) of paragraph (a) of Section 102 of the Not-for-Profit Corporation Law.

3. The purposes for which the Corporation is formed are:

(a) To preserve, protect and enhance the value of certain common areas to be located within up to three condominium regimes that would containing residential, retail, hotel, parking and other facilities, to be located at 133-36 37th Avenue, 133-27 39th Avenue and 37-09 College Point Boulevard in the County of Queens, State of New York (collectively known as "Tangram"), and described and defined in applicable Declarations of Covenants, Conditions and Restrictions (collectively, the "Declaration") to be recorded in the New York City Register's Office;

(b) To ensure the enjoyment of rights, privileges and easements with respect to the common areas for the benefit of the owners, tenants, residents and other occupants of Tangram.

(c) To manage, maintain and operate systems, utilities, machinery, equipment and facilities, and any other property or appliances which may appertain to or be useful in the accomplishment of any of the purposes of the Corporation;

(d) To charge and collect fees and other charges for the use of the facilities of, or for the services rendered by, the Corporation on a not for profit basis but for the purpose of providing for the payment of the expenses of the Corporation, the cost of the construction, improvement, repair, equipping, furnishing, maintenance, and operation of its facilities, the cost of its services and the principal and interest on its obligations;

(e) To enforce any and all covenants, restrictions and agreements applicable to the common areas;

(f) To make and perform any contracts and do any acts and things, and exercise any powers suitable, convenient, proper or incidental for the accomplishment of any objectives enumerated herein and in the Declarations and By-Laws of the Corporation, but not for the pecuniary profit or financial gain of its members, directors or officers except to the extent permitted under the Not-for-Profit Corporation Law; and

(g) To have and exercise, to the extent necessary or desirable for the accomplishment of the aforesaid purposes and to the extent they are not inconsistent with the purpose of this Corporation, any and all powers enumerated in Section 202 of the Not-for-Profit Corporation Law, subject to any limitations provided in the Not-for-Profit Corporation Law or any other status of the State of New York.

4. The Corporation is not formed to engage in any activity or for any purpose

requiring consent or approval of any state official, department, agency or other body. No consent or approval is required.

5. The Corporation is a non-charitable corporation under Section 201 of the Not-for-Profit Corporation Law of the State of New York.

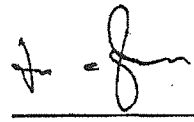
6. The office of the Corporation shall be located in the County of Queens, State of New York.

7. The initial directors of the Corporation are Richard Siu, Paul Teng, and Alex Chiu, each having an address c/o Fulton SCG Development LLC, 136-20 38th Avenue, 12th Floor, Flushing, New York 11354.

8. The Secretary of State of the State of New York is hereby designated as agent of the Corporation upon whom process against the Corporation may be served. The post office address to which the Secretary of the State shall mail a copy of any process against the Corporation shall be: Earle Tockman, c/o Fulton SCG Development LLC, 136-20 38th Avenue, 12th Floor, Flushing, New York 11354.

9. The management of the affairs of the Corporation shall be vested in a Board of Directors of not less than three (3) Directors; the exact number of Directors to be established by the By-Laws of the Corporation. Membership in the Corporation shall be effected or evidenced as set forth in the by-laws. The Corporation may have classes of members, as set forth in the by-laws.

10. The incorporator hereof is over the age of eighteen (18) years of age, a citizen of the United States and a resident of the State of New York.



James E. Gedeon
Herrick, Feinstein LLP
2 Park Avenue
New York, NY 10016

532

CERTIFICATE OF INCORPORATION

OF

TANGRAM HOMEOWNERS ASSOCIATION, INC.

Under Section 402 of the Not-For-Profit Corporation Law

FILED BY:

Herrick, Feinstein LLP
2 Park Avenue
New York, NY 10016

DRAWDOWN
DELANEY #30

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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 31 2017
TAX $
BY: KVA

KVA/LMC

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HF 11194430v.1

DOCUMENT NUMBER 11

STORAGE LICENSE AGREEMENT

AGREEMENT made as of this ____ day of _____, 20__ ("Agreement") by and between the Board of Managers of Tangram House South Condominium on behalf of all Unit Owners, with an office at 133-27 39th Avenue, Flushing, New York 11354 (the "Board" or "Licensor"), and Tangram House South Sponsor LLC, having an office at 136-20 38th Avenue, Flushing, New York 11354 ("Sponsor").

WHEREAS, Tangram House South Condominium (the "Condominium") is governed by a certain Declaration of Condominium dated _____, 20__, recorded in the Office of the Register of the City of New York on _____, 20__, as CRFN _____, as the same has been or may be amended from time to time (the "Declaration"), the by-laws of the Condominium, as the same have been or may be amended from time to time (the "By-Laws") and the Residential Rules and Regulations of the Condominium, as the same have been or may be amended from time to time (the "Residential Rules and Regulations") (the Declaration, the By-Laws and the Residential Rules and Regulations are collectively referred to herein as the "Condominium Documents"); and

WHEREAS, in certain portions of the Building identified on the Floor Plans set forth in the Plan (as hereinafter defined) as Storage #1 through Storage #113, there are Residential Common Elements in which storage units (the "Storage Units") have been installed for use by permitted Residential Unit Owners; and

WHEREAS, Sponsor promulgated the offering plan for the establishment of the Condominium (the "Plan"), is the declarant under the Declaration and, as of the date of the Declaration, owns all Residential Units in the Condominium; and

WHEREAS, Sponsor desires the right to the exclusive use of an individual Storage Unit, and the right to assign an individual Storage Unit license to any owner of a Residential Unit in the Condominium;

NOW THEREFORE, in consideration of the sum $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Sponsor, a license (the "License") for the exclusive use of an individual Storage Unit in Storage # ___ (the "Individual Storage Unit") and Sponsor hereby accepts such License from Licensor for a term commencing on the date hereof.

2. Licensor agrees that Sponsor may freely assign the License to a Residential Unit Owner (as defined in the Plan) at any time in Sponsor's sole discretion without the consent of the Board or any other party, using the form assignment annexed hereto, and the License shall remain in full force and effect when held by Sponsor, such Residential Unit Owner, or the successors and assigns of either (collectively, "Licensee"), subject to the provisions of this Agreement. Licensee may reassign the Storage License to any Residential Unit Owner including, but not limited to, the purchaser of its Residential Unit, provided it promptly advises the Board of the assignment.

3. Licensee agrees to pay on the first day of each month fees ("Monthly Fees") in the amount of $50.00 until changed by the Condominium Board after the Initial Control Period (as defined in the Declaration). The foregoing requirement to pay Monthly Fees shall not apply to Sponsor or Sponsor's Successor.

4. The Individual Storage Unit may be used only for the storage of personal effects of Licensee, and in no event shall any food or other perishable item, or any flammable or explosive item, be stored in the Individual Storage Unit.

5. Subject to any additional rights of Sponsor under the Plan or the Condominium Documents, Licensee shall not (a) store any property in the Storage Space outside of the Individual Storage Unit; or (b) allow any other person to use the License except in accordance with the terms hereof.

6. This License may be assigned at any time without the consent of the Board or any other party to a Residential Unit Owner provided Licensee also owns or is simultaneously conveying a Residential Unit. Unless it is held by Sponsor or a Sponsor Successor, this License shall automatically terminate at such time as Licensee does not own a Residential Unit in the Condominium, or does not pay the Monthly Fees. If this License is held by Sponsor or Sponsor's successor in interest, only Sponsor or Sponsor's successor in interest may terminate it at the election of Sponsor or Sponsor's Successor.

7. Neither Licensor nor its agents or employees or any Condominium Unit Owners shall be liable for any theft or damage to any property stored in the Individual Storage Unit.

8. The terms of this Agreement are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

9. The failure of Licensee (other than Sponsor or Sponsor's Successor) to pay Monthly Fees for a period of sixty (60) days shall constitute a default hereunder, provided that Licensor shall first give Licensee fifteen (15) days' written notice and the right to cure the default.

10. The Board may establish reasonable late charges for the failure to timely pay Monthly Fees on or before the tenth (10th) day of each month.

11. If Licensee (other than Sponsor or Sponsor's successor in interest) defaults in its obligations hereunder or under the Condominium Documents, the Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Individual Storage Unit until Licensee cures such default or (ii) terminate this Agreement upon written notice to Licensee.

12. The Board or its agents shall have the right, but not the obligation, to enter the Individual Storage Unit in an emergency at any time, and, at other reasonable times upon prior notice to Licensee, to inspect and examine the Individual Storage Unit and to make such repairs, replacements and improvements as the Board shall deem necessary, or to remove any contents of

the Individual Storage Unit that the Board deems to be prohibited, unsafe or unsanitary.

13. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Individual Storage Unit or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between Licensor and Licensee with respect to this Agreement.

14. Licensee shall indemnify and hold Licensor and their respective officers, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family, employees, agents, guests and invitees in connection with this License.

15. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending the rights of Licensor under this Agreement or, in the event Licensee defaults under this Agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder.

16. Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

17. 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 expresses their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

18. 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.

19. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

20. Any failure by Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LICENSOR:

BOARD OF MANAGERS OF TANGRAM HOUSE SOUTH CONDOMINIUM

By: _____
Name:
Title:

SPONSOR:

TANGRAM HOUSE SOUTH SPONSOR LLC

By: _____
Name:
Title:

DOCUMENT NUMBER 12

ASSIGNMENT AND ASSUMPTION OF STORAGE LICENSE

This ASSIGNMENT AND ASSUMPTION OF STORAGE LICENSE (this "Assignment"), dated as of the __ day of _____, 20__, is executed by and between Tangram House South Sponsor LLC ("Assignor"), having an address at 136-20 38th Avenue, Flushing, New York 11354 and _____ ("Assignee"), having an address at _____. For and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest as Licensee in that certain Storage License Agreement (the "License Agreement"), dated _____, for an Individual Storage Unit in the area identified as Storage # ___, between the Board of Managers of Tangram House South Condominium (the "Licensor") and Assignor, attached hereto as Exhibit A. Assignee hereby confirms receipt of the License Agreement, assumes all of the rights and obligations of Assignor as Licensee under the License Agreement (other than the any rights or obligations that are specifically applicable to and agrees to properly perform all of the obligations of Licensee under the Condominium Documents, as that term is defined in the License Agreement.

Assignee agrees to indemnify, defend and hold harmless Assignor from any loss, cost, claim, liability, expense or demand of whatever nature arising or accruing under the License Agreement or as a consequence of the wrongful acts or omissions of the Assignee thereunder on or after the date hereof. Assignor agrees to indemnify, defend and hold harmless Assignee from any loss, cost, claim, liability, expense or demand of whatever nature arising or accruing under the License Agreement or as a consequence of the wrongful acts or omissions of the Assignor thereunder prior to the date hereof.

This Assignment shall inure to the benefit of and be binding upon and enforceable against Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment has been executed by Assignor and Assignee as of the date first above written.

ASSIGNOR:

By: _____
Name:
Title:

ASSIGNEE:

By: _____
Name:
Title:

EXHIBIT A

License Agreement

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPAL

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

Re: 133-27 39th Avenue, Flushing, New York 11354

We are the sponsor and principal of the sponsor of the offering plan to convert the captioned property to condominium ownership.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Sponsor:

TANGRAM HOUSE SOUTH SPONSOR LLC

By: _____
Name:
Title:

Principal:

_____
SUNNY CHIU

_____
JINGLEI ZHOU

Sworn to before me
this 26 day of JAN 2017

_____
Notary Public

EARLE R. TOCKMAN
Notary Public, State of New York
No. 02T04848708
Qualified in Kings County
Commission Expires November 30, 2017

Sworn to before me
this 26 day of JAN 2017

_____
Notary Public

EARLE R. TOCKMAN
Notary Public, State of New York
No. 02T04848708
Qualified in Kings County
Commission Expires November 30, 2017

Sworn to before me
this 26 day of JAN 2017

_____
Notary Public

EARLE R. TOCKMAN
Notary Public, State of New York
No. 02T04848708
Qualified in Kings County
Commission Expires November 30, 2017



Margulies Hoelzli *Architecture*

CERTIFICATION OF ARCHITECT

October 16, 2017

NEW YORK STATE DEPARTMENT OF LAW
Real Estate Finance Bureau
120 Broadway, 23rd Floor
New York, New York 10271

RE: 133-27 39TH AVENUE, FLUSHING, NEW YORK 11354

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans dated May 1, 2017 and specifications February 2, 2017, that were prepared by Margulies Hoelzli Architecture, PLLC, and prepared the Report dated October 12, 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 in which the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the 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 we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the 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;

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

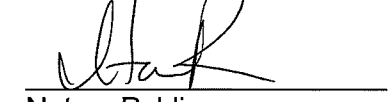
We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

MARGULIES HOELZLI ARCHITECTURE, PLLC



Name: Matthew P. Hoelzli, AIA
Title: Principal

Sworn to before me this
16th day of October, 2017



Notary Public

ITANA REKHELIS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RE6359287
Qualified In Kings County
My Commission Expires 05-22-2021

FirstService
RESIDENTIAL

CERTIFICATION BY EXPERT
AS TO ADEQUACY OF BUDGET

July 5, 2017

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

Re: Condominium Offering Plan
133-27 39th Avenue
Flushing, New York (the "Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B and review Schedule B-1 (collectively, the "Schedules") containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes the following: We are licensed as a real estate brokerage firm in the State of New York and have been engaged in the real estate and brokerage business for over twenty-five (25) years, and we are currently the managing agent for more than 250 mixed use buildings in New York City.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on my experience in managing office and residential buildings.

We certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

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(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we; (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income or expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

FIRSTSERVICE RESIDENTIAL NEW YORK, INC.

By: _____
Marc Kotler
Senior Vice President
New Development Group

Sworn to before me this
5th day of July 2017

_____
Notary Public

Brooke Rosenthal
Notary Public - State of New York
NO. 01RO6072178
Qualified in Nassau County
Commission Expires April 1, 20 18

FirstService
RESIDENTIAL

CERTIFICATION BY EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY COMMERCIAL UNIT OWNER

July 5, 2017

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

Re: Condominium Offering Plan
133-27 39th Avenue
Flushing, New York (the "Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B, which includes projections of common charges payable by the owner of the commercial units. Our experience in this field includes the following: We are licensed as a real estate brokerage firm in the State of New York and have been engaged in the real estate and brokerage business for over twenty-five (25) years, and we are currently the managing agent for more than 250 mixed used buildings in New York City.

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 mixed used buildings.

We certify that the projections in Schedule B for the common charges payable by the owner(s) of the commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial units for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owner(s) of the commercial unit:

(i) set forth in detail the projected common charges for the commercial unit 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(s) of the commercial unit;

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(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 fairly attributable to the commercial unit 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.

FIRSTSERVICE RESIDENTIAL NEW YORK, INC.

By: _____
Marc Kotler
Senior Vice President
New Development Group

Sworn to before me this
5th day of July 2017

_____
Notary Public

Brooke Rosenthal
Notary Public - State of New York
NO. 01RO6072178
Qualified in Nassau County
Commission Expires April 1, 20__

FirstService
RESIDENTIAL

CERTIFICATION OF SPONSOR'S EXPERT
ON ADEQUACY OF HOMEOWNERS ASSOCIATION BUDGET PURSUANT TO
SECTION 22.4(d) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

July 5, 2017

New York State Department of Law
120 Broadway
New York, New York 10271
Attn.: Real Estate Finance Bureau

Re: Tangram House South Condominium
133-27 39th Avenue, Flushing, New York 11354

The undersigned, FirstService Residential New York, Inc., is a licensed real estate brokerage firm in the State of New York. FirstService Residential New York, Inc. has been engaged in the management of over 250 condominium, cooperative and residential rental properties over the course of the past 25 years.

The sponsor of the condominium offering plan for the captioned property retained our firm to review or prepare Schedule C, containing projections of income and expenses for the projected first year of operation as a homeowner association.

We understand that I 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 22 insofar as they are applicable to Schedule C.

We have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule C 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 operation as a homeowners association.

We certify that the Schedule:

(i) set forth in detail the projected income and expenses for the first year of homeowners association operation;

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www.fsresidential.com

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of operation as a homeowners association;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) does 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) does not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We 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 operation as a homeowners association.

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."

FIRSTSERVICE RESIDENTIAL NEW YORK, INC.

By: _____

Name: Marc Kotler

Title: Senior Vice President
New Development Group

Sworn to before me this
5th day of July 2017

_____
Notary Public

Brooke Rosenthal
Notary Public - State of New York
NO. 01RO6072178
Qualified in Nassau County
Commission Expires April 1, 2020