CONDOMINIUM OFFERING PLAN FOR THE SALE OF UNITS IN A CONDOMINIUM TO BE KNOWN AS

THE BEACON AT GARVIES POINT CONDOMINIUM

AND

MANDATORY MEMBERSHIP IN GARVIES POINT MASTER ASSOCIATION, INC.

Located At
Garvies Point Road
City of Glen Cove, Nassau County, New York 11542

167 Residential Units	$178,525,000
220 Storage Bin Licenses	$ 4,400,000
3 Parking Space Licenses	$ 150,000
TOTAL OFFERING	$183,075,000

SPONSOR

RXR GARVIES P1 BUILDING B OWNER LLC
625 RXR Plaza
Uniondale, New York 11556

SELLING AGENT

DANIEL GALE REAL ESTATE
36 Main Street
Cold Spring Harbor, New York 11724

SPONSOR'S ATTORNEY

CERTILMAN BALIN ADLER & HYMAN, LLP
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554

THE DATE OF ACCEPTANCE FOR FILING IS _____, 2017. THE OFFERING PLAN MAY NOT BE USED AFTER _____, 2018 UNLESS EXTENDED BY AMENDMENT.

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

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT AFTER CONSUMMATION OF THE PLAN RATHER THAN SELL THE RESIDENTIAL UNITS, THIS PLAN MAY RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE RESIDENTIAL UNITS ARE NOT OWNED BY OWNER-OCCUPANTS OR INVESTORS WHO ARE UNRELATED TO THE SPONSOR. SEE THE SPECIAL RISK SECTION OF THE PLAN. OWNER-OCCUPANTS AND NON-RESIDENT OWNERS, SUCH AS SPONSOR, MAY HAVE INHERENT CONFLICTS ON MANAGEMENT OF THE CONDOMINIUM. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS OF THE CONDOMINIUM UNDER THE TERMS OF THIS OFFERING PLAN. SEE SPECIAL RISK 7 OF THE OFFERING PLAN.

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

TABLE OF CONTENTS
PART I

		Page
	SPECIAL RISKS	iv
I.	INTRODUCTION	1
II.	DEFINITIONS	10
III.	DESCRIPTION OF PROPERTY AND IMPROVEMENTS	15
IV.	LOCATION AND AREA INFORMATION	23
V.	MASTER ASSOCIATION	26
VI.	SCHEDULE A	30
VII.	SCHEDULE B	44
VIII.	SCHEDULE B-1	54
IX.	SCHEDULE C	59
X.	COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-I	71
XI.	CHANGES IN PRICES OF UNITS	72
XII.	INTERIM LEASES	73
XIII.	PROCEDURE TO PURCHASE	74
XIV.	FINANCING FOR QUALIFIED PURCHASERS	82
XV.	EFFECTIVE DATE OF THE PLAN	83
XVI.	TERMS OF SALE	85
XVII.	CLOSING COSTS AND ADJUSTMENTS	90
XVIII.	RIGHTS AND OBLIGATIONS OF THE SPONSOR	95
XIX.	CONTROL BY THE SPONSOR	105
XX.	BOARD OF MANAGERS	108
XXI.	RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS	129
XXII.	REAL ESTATE TAXES – MASTER TAX AGREEMENT	148
XXIII.	INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM	149
XXIV.	OPINIONS OF COUNSEL	151
XXV.	RESERVE FUND	165
XXVI.	WORKING CAPITAL FUND	165
XXVII.	MANAGEMENT AGREEMENT, CONTRACTS AND LEASES	165
XXVIII.	IDENTITY OF PARTIES	166
XXIX.	REPORTS TO RESIDENTIAL UNIT OWNERS	168
XXX.	DOCUMENTS ON FILE	168

XXXI. GENERAL 169
XXXII. SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION 173

PART II

SCHEDULES

D PURCHASE AGREEMENT/RESIDENTIAL UNIT 175
D-1 LIMITED WARRANTY 202
D-2 TENDER OF ESCROW FORM 311
D-3 FORM TO RELEASE ESCROW FUNDS 313
D-4 WAIVER OF NOTICE OF CLOSING 315
D-5 EXPRESS ASSUMPTION OF RISK 317
D-6 SAMPLE SURETY BOND 319
E POWER OF ATTORNEY 323
F FORM OF DEED 326
G DESCRIPTION OF PROPERTY (SPECIFICATIONS) AND BUILDING CONDITION) 330
1. SITE PLANS 372
2. FLOOR PLANS/ELEVATIONS 375
3. ENVIRONMENTAL REPORT 493
H FEE TITLE DESCRIPTION 497
I DECLARATION OF CONDOMINIUM 499
J CONDOMINIUM BY-LAWS 536
K-1 DECLARATION OF COVENANTS & RESTRICTIONS OF MASTER ASSOCIATION 598
K-2 BY LAWS OF MASTER ASSOCIATION 635
K-3 CERTIFICATE OF INCORPORATION OF MASTER ASSOCIATION 654
L HOUSING MERCHANT IMPLIED WARRANTY LAW (ARTICLE 36-B OF THE GENERAL BUSINESS LAW 661
M CERTIFICATIONS
1. SPONSOR 668
2. SPONSOR'S ARCHITECT 671
3. SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET 674

PART II
SCHEDULES (CONTINUED)

		Page
N	SECTION 339-KK OF THE REAL PROPERTY LAW	679
O	STORAGE BIN LICENSE	682
P	PARKING SPACE LICENSE	688
Q	MASTER TAX AGREEMENT	694
R	NYSDEC DECLARATION STATEMENT	825
S	GARVIES POINT CONTINUING COVENANTS AGREEMENT	830
T	GARVIES POINT PERPETUAL AND EXCLUSIVE PUBLIC USE EASEMENT	864

SPECIAL RISKS

1. The Beacon at Garvies Point Condominium ("Condominium") is part of an overall parcel of land consisting of approximately 56 acres (herewith referred to as "Garvies Point" or the "Properties"). The overall Garvies Point development is approved by the City of Glen Cove as a smart growth mixed use planned unit development ("PUD") to include one thousand one hundred ten (1110) residential units including one hundred eleven (111) affordable workforce units, up to 75,000 square feet of commercial and retail space and approximately 28 acres of waterfront and community spaces which public amenities will be open to the general public ("Public Amenities Parcel"). As set forth in the Schedule G – Site Plan, Garvies Point, will contain nine (9) separate parcels ("Blocks"). It is presently anticipated that Blocks A and B will contain two (2) separate condominiums, Blocks E, H and I will contain rental apartments, Block H will also have retail, Block F and G will contain workforce housing rental apartments and Blocks D and J will contain commercial or retail structures and there will be a "Restaurant Block" containing a restaurant ("Private Use Improvement Areas"). The Condominium comprises Block B as shown on the Schedule G-1 Site Plan. The foregoing uses may vary subject to municipal approval.

The Public Amenities Parcel is presently anticipated to include approximately 1.1 miles of waterfront esplanade, a bike path, dog park and children's playground, ecology pier, amphitheater, boat, kayak and stand up paddleboard launches, small boat and transient marinas, beach and boardwalk movable and fixed seating along the waterfront, restaurant and café with outdoor seating, access to Glen Cove's Ferry Terminal with proposed commuter ferry service to New York City ("Public Use Improvements"). See Section V.

2. RXR Glen Isle Partners, LLC ("RXRGIP"), an affiliate of Sponsor, entered into a Master Tax Agreement with the Glen Cove Industrial Development Agency ("GCIDA"). A copy of such Master Tax Agreement is set forth on Schedule Q in Part II of the Plan. The GCIDA was created as a public benefit corporation under the New York General Municipal Law (the "Act). Pursuant to Section 874 (1) of the Act, GCIDA is exempt from the payment of taxes which otherwise would be imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, by the tax jurisdictions, other than special district charges. See Section XXII.

As set forth in the Master Tax Agreement, RXRGIP is required to make certain payments-in-lieu-of-taxes ("PILOTs") to GCIDA for the benefit of (a) the holders of tax exempt bonds issued by the Glen Cove Local Economic Assistance Corporation to pay for development of the facilities comprising the Public Amenities Parcel and (b) Nassau County ("County"), the City of Glen Cove (the "City), the Glen Cove School District (the "School District") and the Glen Cove Public Library (the "Library," and collectively with the County, the City and the School District, the "Tax Jurisdictions"). The bonds have been sold and the proceeds are held in the Bank of New York as Trustee for the GCIDA.

By virtue of a certain Bifurcation, Assignment and Assumption Agreement, the obligations under the Master Tax Agreement with regard to the Condominium premises have been severed from all other parcels comprising Garvies Point. It is intended that each rental and condominium building which will constitute the entire Garvies Point project will have a several and not joint liability for the PILOT payments allocable to its particular premises.

The Master Tax Agreement, and the Master Tax Agreement Mortgage (the "MTA Mortgage") which secures it, will be further split and bifurcated to admit individual Condominium Unit Owners as parties upon their purchase of their Condominium Unit. The sole recourse of the GCIDA with regard to the Condominium premises for a Condominium Unit Owner's Master Tax Agreement obligations shall be a claim against that Condominium Unit Owner and the respective Unit for the amount due as secured by the continuing claim and lien of the MTA Mortgage encumbering that respective Unit. The Sponsor will record the Condo Owner Notice attached to the Master Tax Agreement set forth as Schedule Q in Part II of this Plan and included in the Declaration of Condominium along with the deed to each Residential Unit.

The liability of each Condominium Unit Owner for PILOT payments is set forth in a payment schedule contained in the Master Tax Agreement. Each Condominium Owner's liability for such PILOT payment is several and not joint. The Condominium Declaration contains a provision regarding the assumption by each Condominium Owner of its several obligation for its allocable share for the PILOT payment and an acknowledgement by such Condominium Unit Owner that its Unit is encumbered by the MTA Mortgage, as the same has been split and bifurcated to encumber only the respective Unit.

PILOT payments are payable on a bi-annual basis to a trustee ("Trustee") designated by GCIDA. Each Condominium Owner will only be liable pursuant to the Condominium Declaration and the Master Tax Agreement for its allocable share of the entire PILOT payment obligation based upon its percentage of assessed value compared to the overall assessed value of the improvements that include the Condominium Unit.

In order for the PILOT benefits to inure to the Sponsor, the GCIDA has taken a leasehold interest pursuant to a lease agreement ("Lease Agreement") in the Condominium parcel and thereafter the GCIDA will develop the Condominium improvements through the Developer as its agent and lease the Condominium parcel back to the Sponsor pursuant to a leaseback agreement ("Leaseback Agreement").

Each Condominium Unit is subject to the terms of the Lease Agreement from the Sponsor to the GCIDA and the Leaseback Agreement from the GCIDA to the Sponsor, as same will be bifurcated to include only its respective Unit. Each Unit Owner will be taxed as a separate Lot for PILOT purposes and will not be responsible for any other Unit Owners failure to pay their PILOT contribution.

RXRGIP will own the Public Amenities Parcel and GCIDA under the Garvies Point Perpetual and Exclusive Public Use Easement will manage the Public Use Improvements on such parcel. GCIDA has the authority to contract for the maintenance and repair of the Public Use Improvements. It is presently contemplated that GCIDA will enter into a Public Use Improvements Maintenance Agreement with an outside contractor in the form set forth as Schedule E of the Garvies Pointe Perpetual and Exclusive Public Use Easement set forth as Schedule S in Part II of this Offering Plan. GCIDA and RXRGIP will enter into a Garvies Point Continuing Covenants Agreement in the form set forth as Schedule S. Such Agreement sets forth the obligation in perpetuity to pay for costs of maintenance, repair, replacement, operation and management of the Public Amenities Parcel. It also authorizes RXRGIP to assign payment and financial performance obligations under the Agreement to The Garvies Point Master Association Inc. ("Master Association"). The Master Association will also enforce certain standards for the Properties. The owner of each Block including the Condominium will be the Members of the Association and will pay their pro-rata share of the GCIDA's costs of maintaining and operating the Public Amenities Parcel. Membership in the Master Association is mandatory and such membership requires associated fees from the Condominium. The Condominium rather than the individual Unit Owners in the Condominium is the member of the Master Association. The Condominium budget set forth as Schedule B contains as an expense item the pro-rata share of the Common Expenses payable to the Master Association and each Unit Owner will pay their pro-rata share as part of the monthly Condominium Common Charges. The Master Association will remit such amounts to the GCIDA. A Declaration of Covenants, Restriction, Charges and Liens ("Declaration") will encumber the Properties. The Declaration is set forth as Schedule K-1 in Part II of this Offering Plan. The Declaration obligates the owners of the various Blocks to pay their pro-rata share of the cost of maintenance of the Public Amenities Parcel. The Declaration provides that additional members may be added to the Association if adjacent or nearby parcels are acquired by the Declaration affiliated entities. Annexed hereto as Schedule T is The Garvies Point Perpetual and Exclusive Public Use Easement pertaining to the Public Amenities Parcel.

3. The Sponsor has the right to designate a majority of the Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees. There is no limit on the period of time it may take Sponsor to convey all the Residential Units in the Condominium and as a result the Sponsor may control the Board indefinitely. During this period the Sponsor will have control of maintenance, facilities and services to be provided to the Condominium and will determine the Common Charges to be paid by all Unit Owners, including those paid by the Sponsor. During this period, Sponsor will also have the right to control all decisions including but not limited to the determination of Common Expenses, management of the Condominium, the hiring and termination of employees of the Condominium, the placing of easements on the property and making improvements to the Common Elements. At no time may Sponsor exercise veto power

over expenses described in Schedule B or over expenses required to (i) comply with applicable laws or regulations, (ii) to remedy any notice of violation, (iii) to remedy any work order by an insurer or (iv) necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers before the last Residential Unit is closed. If Sponsor relinquishes control of the Members of the Board of Managers, there is no provision in the By-Laws that requires that a majority of Members of the Board of Managers be owner occupants who are unrelated to the Sponsor or its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e. purchasing as a Residential Unit to live in as opposed to purchasing as an investment. See Sections XIX and XX of the Offering Plan.

4. The Garvies Point development has been designed to elevate the proposed buildings a minimum of two feet higher than the current adopted 100-year flood hazard area elevations as provided by FEMA on their Map Number 36059C0107G, last revised September 11, 2009. While the portion of the project site where the Condominium is proposed to be located is situated in Zone "X", areas determined to be outside the 0.2% annual chance floodplain, the portion of nearby Glen Cove Creek along the proposed Condominium frontage has a FEMA designated base flood hazard area elevation of 14 (NAVD 88). The lowest finished floor elevation of the Condominium has been set at elevation 16.5 (NAVD 88), 2.5 feet higher than the base flood elevation of the adjacent creek. See Section III.

5. Purchasers are advised that the property forming Garvies Point was previously used for municipal, commercial and/or industrial purposes. Under the supervision of the United States Environmental Protection Agency ("USEPA"), New York State Department of Environmental Conservation ("NYSDEC") and the New York State Department of Health ("NYSDOH"), certain contamination on the property from such uses has been remediated as described in the May 2016 Amended Record of Decision ("AROD") for NYSDEC Site # 130032 and USEPA Region 2 Li Tungsten Superfund Site Remedy Modification. Notwithstanding the completion of the previously described remediation, as a measure of future protection, certain engineering and institutional controls are required for the property. The controls are embodied in a Site Management Plan(s) ("SMP"). The engineering controls for the property include a cover system for the soil and a sub-concrete slab depressurization system for soil vapor. The soil vapor mitigation system has been incorporated into the building design. This system will be installed in all areas where the first level of the building is enclosed. The system will not be installed in areas where the first level of the building is open to outside air, such as the garage. The soil vapor mitigation system will consist of the building foundation underlain by a vapor barrier layer underlain by an active sub-slab depressurization system which channels naturally occurring soil gases from beneath the building to the atmosphere through ducts that exhaust above the roof level. The soil vapor mitigation system will be operated, maintained, and monitored (OM&M) by a

professional engineer licensed in the State of New York. Typical OM&M will include periodic inspections of the system components (building slab, exposed piping, mechanical systems, system alarms, etc.), performance of repairs, and periodic testing. An annual certification will be submitted by a professional engineer licensed in the State of New York affirming that the system is functioning properly. The institutional control is embodied in a recorded Environmental Easement pursuant to Title 36 of Article 71 of the Environmental Conservation Law which limits the use of the property to "restricted residential use" which permits multi-family housing and requires the maintenance and monitoring of the engineering and institutional controls.

The restricted residential use precludes the use of ground water, gardening and farming, and any future activities that may disturb the controls put in place for the property. The restricted uses of the property are listed in Section 3 of the SMP. These restrictions on the property will always be required as will maintenance of the cover system for the soil.

To ensure the restricted residential use of the property, the SMP requires the submittal of annual reports to NYSDEC certifying that the engineering and institutional controls are being maintained and monitored. Periodic review reports will be prepared annually as specified in Section 7.2 of the SMP. The report must represent that: (i) the property is being operated and monitored in accordance with the SMP; and (ii) there are no changes to the controls/ restrictions on the property. The need for annual reports will not terminate, absent written approval of NYSDEC. The SMP requires a monitoring plan to assess the performance and effectiveness of the remedy, including, but may not be limited to: (i) groundwater monitoring wells to assess the performance and effectiveness of the remedy; (ii) a schedule of monitoring and frequency of submittals to the NYSDEC; and monitoring for vapor intrusion for any occupied existing or future buildings developed on the site, as may be required by the Institutional and Engineering Controls. The Master Association budget set forth as Schedule B-1 provides for the cost of such monitoring and annual reports. In the May 19, 2016 AROD, NYSDEC declared the selected remedy is protective of public health and the environment, complies with State and Federal requirements that are legally applicable or relevant and appropriate to the remedial action to the extent practicable and is cost effective. The NYSDOH also accepted the remedy and concurred with the NYSDEC that the selected remedy for the site is protective of human health. A copy of the AROD is set forth as Schedule R in Part II of this Plan. If there any changes or improvements on the property, NYSDEC must be notified in writing. Set forth as Schedule G-3 in Part II of this Plan is an environmental report prepared by P.W. Grosser Consulting, Inc. A copy of the SMP is available for inspection of Sponsor's sales office during normal business hours.

6. The Condominium will consist of one hundred sixty-seven (167) Residential Units ("Residential Units") in a five (5) story building including a garage on the ground floor. See Section III.

7. Sponsor will endeavor in good faith to sell the Residential Units in the Condominium. However, Sponsor is retaining the unconditional right to rent rather than sell the Units. Because Sponsor is retaining the unconditional right to rent rather than sell the Units, this Plan may result in the creation of a condominium in which a majority of the Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell the Units, there is no commitment to sell more Units than the fifteen (15%) percent of the Residential Units being offered for sale (15% x 167 = 26 Units) necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium. Sponsor shall not rent a Unit in the Condominium prior to Consummation of the Plan as defined in Title 13 NYCRR § 20.1(c)(6). See Section XVI of the Offering Plan.

8. Although statutorily the responsibility of Sponsor, pursuant to contractual agreement the following obligations have been transferred to Purchasers and shall be at Purchaser's sole expense: New York State Real Estate Transfer Taxes at the rate of $2.00 per $500 of consideration. Such tax is considered additional consideration on which the respective tax is based. In addition, the Purchaser will be responsible for any New York State Mansion Tax pursuant to Section 1402-a of the Tax Law of one (1%) percent of the Purchase Price for any Unit which has a combined sales price of $1,000,000 or more. See Section XVII of the Offering Plan as to how the above taxes are calculated. See the Purchase Agreement set forth as Schedule D.

9. Sponsor has not been required to post a completion bond with the City of Glen Cove covering the Common Elements. In addition, no bond has been posted to secure Sponsor's obligations under the Offering Plan. See page Section XVIII.

10. Although all funds received by Sponsor from Purchaser for upgrades, options, extras, special work or custom work ("Extras") not included in the base price of a Residential Unit will initially be placed in the Escrow Account as described in Section XIII of the Offering Plan, such funds may be released from the Escrow Account as long as the Sponsor uses the funds for such Extras. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds paid to the Sponsor for Extras which (i) have been installed by Sponsor, (ii) not installed, but paid for by Sponsor or (iii) not installed, but which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive a refund of all funds paid to the Sponsor for such extras. See Section XIII of the Offering Plan.

11. As a result of the fact Sponsor will be selling and Closing Units during the first year and a number of the Residential Units under Purchase Agreements may not close during the first year, the first annual meeting of the Residential Unit Owners may not be held until at least one (1) year after the date of the Closing of Title to the first Residential Unit in the Condominium. See Section XV of the Offering Plan.

12. No Residential Unit Owner shall make any addition, alteration or improvement (of either a temporary or permanent nature) of a structural nature in or to the Residential Unit Owner's Residential Unit, or any Individual Residential Units Limited Common Element, without the prior written approval of the Board of Managers. Said provision requiring the written consent of the Board of Managers does not apply to the Sponsor. See Article Nineteenth of Schedule I and Article VIII of Schedule J.

13. The obligations of a Purchaser under a Purchase Agreement are not conditioned on 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. See Section XIV.

14. Pursuant to existing regulation, the Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent of the Residential Units being offered for sale (15% x 167 Units being offered for sale = 26 Units). Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to close Units with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase a Unit. See Section XV.

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 the Residential Units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the Residential Units in the building or group of buildings, which in some cases may be as high as seventy percent (70%). Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of ten percent (10%) or more. It may also be difficult for a Purchaser to resell a Residential Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Even after Residential Units have closed, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a Purchaser to resell if prospective buyers are unable to obtain a loan due to such minimum sales requirements. See Section XIV.

15. In the event Sponsor is unable to convey title to a Purchaser's Residential Unit twelve (12) months after the proposed date of delivery set forth in the Purchase Agreement a Purchaser shall have the option to cancel the Purchase Agreement and have the down payment advanced by Purchaser returned to Purchaser. Purchaser shall be obligated to notify the Sponsor in writing of its intent to exercise said option within a reasonable period of time, not less than thirty (30) days after the twelve (12) month

period of the proposed date of delivery set forth in the Purchase Agreement. Purchaser's failure to so notify Sponsor of Purchaser's intent to cancel Purchaser's Purchase Agreement due to Sponsor being unable to convey title to the Purchaser 's Unit within the twelve (12) month period shall be deemed a waiver of said provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. See Paragraph 5 of the Purchase Agreement in Part II of the Plan and Section XIII.

In addition, the Sponsor anticipates that the first Closing of a Residential Unit will occur by July 1, 2019. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of Title to the first Residential Unit; or (ii) the projected date of Closing of Title to the first Residential Unit occurs later than June 30, 2020, twelve (12) months after the projected date for the first Closing contained in this Offering Plan. If the Plan is amended to provide for a later projected date for the first Residential Closing, Purchasers will be entitled to an offer of rescission if the first Closing occurs more than twelve (12) months beyond that amended, later date. However, if the first Residential Unit Closing occurs before July 1, 2019, the Sponsor may schedule the Closings of Title to other Residential Units significantly later than such date. Unless a Purchaser's Purchase Agreement contains an outside Closing Date, the Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of Title to the Residential Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See Section XV.

16. All deposits received from Purchaser will initially be deposited into an escrow account of the law firm of Certilman Balin Adler & Hyman LLP, 90 Merrick Avenue 9th Floor, East Meadow, New York 11554 (the "Escrow Agent"), in Signature Bank, located at 58 South Service Road, Suite 120, Melville, New York 11747 as described in Section XII of the Offering Plan. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured. If a Purchaser maintains an account at the bank where the escrow account is held, the funds in such account, together with the deposit, may be aggregated by the escrow bank for purposes of determining the $250,000 limit on federal deposit insurance. See Section XIII.

17. The projections for the first year of operation of the Condominium contained in the budget are only estimates. Actual expenses may vary from the amounts shown. Purchasers should further note that premiums for insurance have been extremely volatile and have increased substantially in recent years. Sponsor cannot predict whether or not the insurance rates will continue to increase or stabilize. Sponsor makes no representation that the premium costs for the insurance reflected in the proposed first year budget will be applicable at the time of the first Closing of a Residential Unit in the Condominium. See Schedule B, the proposed first year budget and the footnotes immediately following thereto.

18. It shall be the responsibility of each Purchaser to pay the following additional Closing Costs, if applicable: (a) an initial non-reimbursable capital contribution

equal to two (2) months Common Charges for the Unit to the Condominium; (b) reimbursement to the Sponsor based on each Unit's percentage of Common Interest for Sponsor's advancement for the cost of the Condominium's insurance; and (c) $2,750 to Sponsor's attorney for the preparation of the Closing documents. Purchaser shall also pay, or reimburse to Sponsor, the following charges, if applicable: (a) inspections, (b) appraisals, (c) surveying services, (d) water and sewer tap and connection fees, water meter deposit, water meter reading equipment and water and sewer test fees and (e) advance sewer use payments, if any. See Section XVII of the Offering Plan.

19. If through no fault of Sponsor, Purchaser fails for any reason to Close Title after the date originally scheduled in Sponsor's Notice of Closing or such later date (if applicable) to which Sponsor in a subsequent Notice for Closing adjourned the Closing, all of the apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Sponsor's adjourned Closing Date (as the case may be).

In addition, Purchaser shall pay to Sponsor at or prior to the actual Closing an amount equal to .0438% per day (which equals an annual rate of 16%) of the purchase price for the Unit for each day beyond such originally scheduled or Sponsor adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Sponsor's carrying costs and other charges. See Section XVII of the Offering Plan.

20. Purchasers should be aware that they may be living in an active construction site after they close on their Unit. During this period of construction there may be dirt and debris and construction material on site, construction vehicular traffic, construction noises, unfinished areas of the Building and other inconveniences which are normal in a community undergoing construction. It is anticipated that construction of the Condominium will be complete by July 1, 2020 subject to circumstances beyond Sponsor's control such as weather conditions, labor strikes, material shortages, acts of God and sales conditions. In addition, portions of the overall Garvies Point development may continue to be under construction subsequent to such date. These conditions will not violate any applicable building safety codes, laws and/or regulations and will not interfere with Purchasers' ingress or egress. See Section III of the Offering Plan.

21. Purchasers of a Residential Unit should refer to the floor plans in Schedule G-2 of Part II of the Plan for details of each type of Residential Unit. The approximate floor area of each Condominium Unit is measured as follows: (a) from the exterior side of the exterior building walls to the centerline of the interior walls and partitions separating the Unit from adjacent units, stairs, elevators, or any other common elements, and to the corridor side of the wall between the Unit and the public / service corridor; and (b) vertically from the lower surface of the concrete slab or sub-floor forming the floor of the Unit up to the exterior surface of the sheetrock or other material forming the ceiling of the Unit. Columns, pipe chases and mechanical shafts are not deducted for the purpose of floor area measurements and (b) vertically (ceiling heights) from the lower surface of the concrete slab or sub-floor forming the floor of the Unit up to the exterior surface of the sheetrock or other material forming the ceiling of

the Unit. The square footage set forth in the offering plan exceeds the actual usable floor area of the Unit.

22. Prior to the closing of title to a Unit, the Purchase Agreement prohibits a contract vendee from listing the Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of a Unit for sale or lease, without Sponsor's prior written consent, which consent may be withheld in Sponsor's sole discretion. In addition, a Purchaser may not advertise, list or sell, without Sponsor's prior written consent, which consent may be withheld in Sponsor's sole discretion, except for hardship conditions of Purchaser, a Unit acquired from Sponsor for eighteen (18) months after acquisition of such Unit (provided however, such limitation shall not apply from and after the date that Sponsor conveys title to all of the Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor. See Schedule D.

23. Balconies and/or terraces may not be used for any type of occupancy including but not limited to sleeping, living room, recreation room, office, etc. To do so may result in a violation against the Building being issued by the Building Department. See Schedule I.

24. All Residential Unit Owners must notify the Board of Managers or the Managing Agent (if any) in writing when a Child or Children under the age of eleven (11) years lives or resides (even temporarily) in the Residential Unit. Each Residential Unit Owner shall install, at the Residential Unit Owner's expense, any required Window Guards in all windows of the Residential Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers or Managing Agent (if any). See Schedule I.

25. The Housing Merchant Implied Warranty Law set forth in Article 36-B of the General Business Law, which pertains to warranties on the sale of certain new Units, applies to the Units in this Condominium. Pursuant to the terms of this law, the Sponsor is giving a Limited Warranty to Purchasers. Any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code shall be void as contrary to public policy. The Limited Warranty excludes all consequential, incidental, special and indirect damages and limits Sponsor's liability to twenty-five (25%) percent of the purchase price. If a defect occurs in an item which is covered by this warranty, the Sponsor or Sponsor's contractors will (a) repair or (b) replace the defective item. The choice between repair or replacement is strictly the Sponsor's. **REGARDLESS OF ANY LIMITATIONS IN THE WARRANTY OR IN THIS OFFERING PLAN, THE SPONSOR'S OBLIGATION IS TO BUILD AND COMPLETE THE CONDOMINIUM IN ACCORDANCE WITH ALL APPLICABLE CODES AND THE BUILDING PLANS AND SPECIFICATIONS IDENTIFIED IN THIS OFFERING PLAN. SUBJECT TO FIELD CHANGES THAT MEET APPLICABLE CODE.** For details see Section XVII of the Plan. See the complete terms of the Limited Warranty contained in the Rider to the Purchase Agreement set forth in Schedule D-1. For details see Section XVIII of the Plan and the full text of the law set forth in Schedule L.

26. Sponsor must either return a fully executed Purchase Agreement within thirty (30) days to the Purchaser or reject the Purchase Agreement and refund the deposit monies. In the event the Sponsor does not act within said thirty (30) day period the Purchase Agreement will be deemed rejected by the Sponsor. See Section XIII of the Offering Plan.

27. If Purchaser fails to appear and Close Title in accordance with the Purchase Agreement on the date and at the time and place stated in Sponsor's Notice for Closing, or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under the Purchase Agreement, Sponsor may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Time is of the essence for Purchaser to cure such default within such thirty (30) day period. See the Purchase Agreement contained in Part II of the Plan and Section XIII.

28. Purchasers should note that pursuant to the terms of the Offering Plan as long as the Sponsor retains control of the Board of Managers, the Board of Managers of the Condominium retains the right to delay commencement of the collection of Common Charges. During any such delay period, the Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve funds reflected in the Budget. Upon the commencement of the collection of Common Charges, there will be no assessment of Unit Owners for prior expenses of the budget during the period Sponsor was paying the Common Expenses of the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as provided for in the governing regulations. In the event Sponsor elects to delay collection of Condominium Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the Post-Closing Amendment to the Offering Plan. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to commencing collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan.

See Section XXI of the Offering Plan.

29. Purchasers should note that the Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provision of the Declaration or of the By-Laws. It is intended that the Members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Members of the Board of Managers shall be limited to such proportion of the total liability thereunder as the Purchaser's Percentage of Common Interest in the Common Elements bears to the

Percentage of Common Interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by a Member on behalf of the Condominium, shall provide that the Members of the Board of Managers, or the managing agent, or the Member, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners). See Article III, Section 14 of the By-Laws of the Condominium.

30. The Percentage of Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, based on 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. Based upon final specifications, construction conditions and/or "as-built" Plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation the Percentage of Common Interest may justify a minor increase or decrease in the aggregate Percentage of Common Interest appurtenant to Units. In such event, the Percentage of Common Interest appurtenant to each individual Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect such a change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Percentage of Common Interest of any Unit be increased or decreased as the result of any of the foregoing a material amount. See Section XXI of the Offering Plan.

31. Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Residential Unit and/or Building. Residential Unit Owners are responsible for obtaining all necessary permits from the City of Glen Cove and any other required municipal agencies for any changes the Residential Unit Owner makes to their Residential Unit subsequent to the Closing of Title with the Sponsor. In the event a Residential Unit Owner makes any changes, additions or alterations to their Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Residential Unit and/or Building, the Residential Unit Owner shall reimburse Sponsor within ten (10) days following Sponsor's demand therefor, for any and all costs incurred by Sponsor with respect to Residential Unit Owner's changes to the Unit that prevent the extension or renewal of a Temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Department of Buildings of the City of Glen Cove. See Section XVIII of the Offering Plan.

32. Purchasers are advised that in New York, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive 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 TCOs and FCOs are issued by the City of Glen Cove Department of Buildings ("DOB").

A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the Building Department. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire building within two years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the Building Department will issue the FCO within such two (2) year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO for the entire building, and shall exercise best efforts to obtain the FCO within such two (2) year period while keeping the TCO current. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. In the event a permanent Certificate of Occupancy for the Building or an Individual Residential Unit has not been issued as the Date of Closing for said Residential Unit, the Sponsor will continue to hold all Deposits and funds in the special escrow account required pursuant to Section 352-e(2-b) and 352-h as described in Section XIII of the Offering Plan 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 the Sponsor's engineer or architect will be released to the 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 an unconditional, irrevocable letter of credit or post a surety bond in the amount certified by Sponsor's engineer or architect. In such event, it will disclose such fact by duly filed amendment to the Plan. See Section XVIII.

33. Time is of the essence to cure a default under the Purchase Agreement within thirty (30) days. See paragraph 22 of Schedule D for details.

34. The Purchase Agreement provides for an initial Deposit of ten (10%) percent of the Purchase Price of a Unit and an additional ten (10%) percent on the earlier of six (6) months from the date of the Purchase Agreement or the date the Offering Plan is declared effective. See Section XIII.

35. The Sponsor has been advised by its counsel Harris Beach PLLC that an owner of a Residential Unit who itemizes deductions and who uses his, her or their Residential Unit as a personal residence will be entitled under current law to deduct from his or her gross income for Federal tax purposes, subject to any limitations in effect, scheduled PILOT payments paid and imposed against his, her or their Residential Unit. Such opinion is based on prior IRS Private Letter Rulings and Sponsor's counsel cautions that Private Letter Rulings do not have precedential value and are binding on the IRS only with respect to the taxpayers to whom they are issued,

although the IRS does have the duty to treat similarly situated taxpayers consistently. Therefore, unless a particular owner of a Residential Unit obtains a Private Letter Ruling confirming the deductibility of that owner's PILOT payments, there will be some risk in claiming such deductions. See the Opinions of Counsel in Section XXIV of the Offering Plan for complete details and qualifications of Counsel's opinion.

36. The Sponsor, RXR Garvies P1 Building B Owner LLC ("Condo Mortgage Borrower") has obtained mortgage and mezzanine construction financing in the aggregate principal amount of approximately $100,170,388.30 for the purpose of constructing certain improvements consisting of 167 residential condominium units in a 5-story building with not less than 309 structured parking spaces (the "Condo Project"). The construction financing is comprised of (A) mortgage loans in the amount of (i) $58,418,800.25 (the "Condo Building Loan") pursuant to that certain Building Loan and Security Agreement by and among Condo Mortgage Borrower, RXR Garvies P1 Building H Owner LLC ("Resi H Mortgage Borrower"), RXR Garvies P1 Building I Owner LLC ("Resi I Mortgage Borrower" and together with Resi H Mortgage Borrower, collectively, the "Resi Mortgage Borrower") and Bank of the Ozarks (as successor in interest to Starwood Property Mortgage, L.L.C., the "Mortgage Lender") and (ii) $13,131,477.05 (the "Condo Project Loan" and, together with the Condo Building Loan, collectively, the "Condo Mortgage Loan") pursuant to that certain Project Loan and Security Agreement by and among Condo Mortgage Borrower, Resi Mortgage Borrower and Mortgage Lender and (B) $28,620,111 (the "Condo Mezzanine Loan") pursuant to that certain Mezzanine Loan Agreement by and among RXR Garvies P1 Building B Mezz LLC ("Condo Mezz Borrower"), RXR Garvies P1 Building H Mezz LLC ("Resi H Mezz Borrower"), RXR Garvies P1 Building I Mezz LLC ("Resi I Mezz Borrower" and together with Resi H Mezz Borrower, collectively, the "Resi Mezz Borrower") and Starwood Property Mortgage, L.L.C. (the "Mezzanine Lender").

The Mortgage Loan bears interest at a rate equal to 4% per annum plus one month LIBOR. The floating one month LIBOR rate is reset each month during the term of the Mortgage Loan (subject to a LIBOR floor of 0.785%). The Mezzanine Loan bears interest at a rate equal to 13.63% per annum (subject to reduction to 13.48% upon the satisfaction of certain conditions) plus one month LIBOR. The floating one month LIBOR rate is reset each month during the term of the Mezzanine Loan (subject to a LIBOR floor of 0.785%). The Mortgage Loan and the Mezzanine Loan both have an initial maturity date of March 9, 2020 and such loans may be extended for two additional one year extension terms until March 9, 2022, provided both such loans are concurrently extended and certain other conditions are satisfied set forth in the loan agreements are satisfied. The Condo Mortgage Loan is secured by a building loan mortgage and project loan mortgage encumbering the Condo Project and the Condo Mezzanine Loan is secured by a pledge of 100% of the Condo Mezz Borrower's ownership interests in the Condo Mortgage Borrower. As the Condo Mortgage Loan and the mortgage loans made to the Resi Borrower in the aggregate principal amount of approximately $88,172,135.44 (the "Resi Mortgage Loan") are cross-collateralized, note that the Condo Project also secures the Resi Mortgage Loan and vice versa.

In connection with the sale of any individual condominium unit (each, a "Unit"), the Mortgage Lender will release the liens of the mortgages and any other security documents securing the Condo Mortgage Loan upon the satisfaction of each of the following conditions with respect to such Unit: (a) the Condo Mortgage Borrower has complied with all of the condominium covenants under the loan agreements; (b) the Condominium Declaration has become effective; (c) Condo Mortgage Borrower has delivered an executed purchase and sale contract for the applicable Unit to Mortgage Lender; (d) Condo Mortgage Borrower has delivered 5 Business Days' prior written notice to Mortgage Lender which notice must be executed by Condo Mortgage Borrower and set forth the identity, address and legal description of the applicable Unit to be released together with a pro forma settlement statement reflecting the gross and net sales proceeds and the "Required Release Price" with respect to such Unit; (e) the sale of the applicable Unit must close concurrently with release of such Unit; (f) the applicable Unit must constitute one or more tax lots separate and distinct from the remaining Units; (g) concurrently with the release of such Unit, Mortgage Lender (and, upon repayment of the Condo Mortgage Loan, Mezzanine Lender) shall have received the "Required Release Price" for such Unit; and (h) Condo Mortgage Borrower shall have paid all of Mortgage Lender's reasonable fees and expenses in connection with the sale and release of such Unit. See Section XVIII

37. As of the initial date of presentation of this Offering Plan, Sponsor has not entered into an agreement with a managing agent to manage the Condominium. See Section XXVII.

38. The following litigation is pending which affects this offering:

***David Berg et al. v. City of Glen Cove et al.*, Index No. 15-9704**
***Inc. Village of Sea Cliff et al. v. Planning Bd. of Glen Cove et al.*, Index No. 15-9706**

On June 11, 2015, RXR Glen Isle Partners LLC (the "Developer"), submitted an application to the City of Glen Cove Planning Board (the "Planning Board") seeking approval of an Amended Planning Unit Development ("PUD") Master Development Plan (the "2015 Amended PUD Master Development Plan), which proposed modifications to the PUD Master Development Plan that was approved by the Planning Board on December 19, 2011 (the "2011 PUD Master Development Plan"). At the same time, the Developer also proposed a minor amendment to the PUD Subdivision Plan that was approved by the Planning Board on November 18, 2014 (the "2015 Amended PUD Subdivision Plan").

Following its review of the Developer's applications for approval of the 2015 Amended PUD Master Development Plan and 2015 Amended PUD Subdivision Plan (collectively, the "2015 Amended Applications"), the Planning Board adopted a Resolution on October 6, 2015, which granted the 2015 Amended Applications subject to certain conditions. As set forth in the Resolution, the Planning Board concluded that the 2015 Amended Applications would not result in any new potentially significant adverse environmental impacts that were not previously studied during the prior, full

State Environmental Quality Review Act ("SEQRA") review of the 2011 PUD Master Development Plan, or which were not fully studied as part of the Board's review of the 2015 Amended Applications and, therefore, that a full Supplemental Environmental Impact Statement ("SEIS") was not required.

The Planning Board's October 6, 2015 Resolution was the subject of two hybrid Article 78 proceedings and declaratory judgment actions that were filed in the Supreme Court, Nassau County, seeking to overturn the Planning Board's approval of the 2015 Amended Applications. The two lawsuits were filed on November 5, 2015; one by a group of residents from the area (the "Resident Petitioners") (*David Berg et al. v. City of Glen Cove et al.*, Index No. 15-9704), and the other by the Village of Sea Cliff and Mayor of the Village of Sea Cliff (collectively, the "Village") (*Inc. Village of Sea Cliff et al. v. Planning Bd. of Glen Cove et al.*, Index No. 15-9706) (collectively, the "PUD Lawsuits"). The PUD Lawsuits named the City of Glen Cove, the Planning Board, the City of Glen Cove Industrial Development Agency ("GCIDA"), the City of Glen Cove Community Development Agency ("GCCDA"), the Developer (and its predecessors-in-interest) and several other property owners as Respondents-Defendants.

The PUD Lawsuits alleged, among other SEQRA claims, that a full SEIS was required to study potential visual and other alleged impacts associated with the 2015 Amended Applications, certain subsurface environmental conditions, and other areas of potential impact relating to the 2015 Amended Applications. The PUD Lawsuits also alleged, among other causes of action, that the MW-3 zoning was not lawfully adopted, the 2011 PUD Master Development Plan Approval had expired, and improper notice. The Village additionally claimed, among other things, that the Amended PUD Master Plan breached a Memorandum of Understanding, dated October 5, 2000 (the "MOU"), that was executed by the Village, City and GCIDA. The Village further alleged that the MOU imposed certain height and square footage requirements on the waterfront development, which the Amended PUD Master Plan exceeds.

By Short Form Orders, dated August 17, 2016, the Nassau County Supreme Court (Brandveen, J.) denied and dismissed the Article 78 Petitions and declaratory judgment causes of action in both PUD Lawsuits in their entirety, on procedural and substantive grounds. The Resident Petitioners filed a Notice of Appeal, dated September 14, 2016. The Village filed a Notice of Appeal, dated September 22, 2016. Both Notices of Appeal claimed, among other things, that the Supreme Court erred by not overturning the Planning Board's approvals of the 2015 Amended Applications and ordering an SEIS under SEQRA. The Village's Notice of Appeal also challenged the lower Court's ruling rejecting the enforceability of the MOU.

Pursuant to Section 670.8 of the New York Rules of Court, the time to "perfect" the appeals (by filing a Brief and Record on Appeal) expires six months after the date of the Notice of Appeal, unless that time is extended either by stipulation or Order of the Court. Prior to the expiration of the time to perfect the appeals (*i.e.*, March 14, 2017 and March 22, 2017, respectively), the Appellants submitted a motion to the Appellate Division, Second Department, seeking to enlarge their time to perfect their appeals until May 8, 2017. On April 17, 2017, the Appellate Division issued a Decision and Order

granting the Appellants' motion. Accordingly, the Appellants now have until May 8, 2017 to perfect their appeals.

Notwithstanding the extension of time granted by the Appellate Division, it remains unknown whether one or more of the Appellants will actually perfect their appeals and/or seek injunctive relief or other provisional remedy from the Appellate Division to enjoin the Garvies Point Project from moving forward pending the outcome of the appeals.

***Committee for a Sustainable Waterfront, et al. v. Planning Board of the City of Glen Cove et al.*, Index No. 17-1948**

On February 10, 2016, RXR Glen Isle Partners LLC (the "Developer"), submitted an application to the City of Glen Cove Planning Board (the "Planning Board") seeking site plan approval for the public amenity spaces on Blocks A1/A2 and Block B (the "Public Amenity Site Plan"). Several months later, on June 15, 2016, the Developer submitted an application to the Planning Board seeking site plan approval to construct a 5-story, 167-unit residential condominium building on Block B (the "Building B Site Plan"). The Public Amenity Site Plan and Building B Site Plan are hereinafter collectively referred to as the "2016 Site Plans."

On November 9, 2016, the Developer submitted a letter application to the Planning Board seeking a further amendment of the Amended PUD Subdivision Plan that was approved on October 6, 2015 (the "2016 Amended PUD Subdivision Plan"). The 2016 Amended PUD Subdivision Plan sought to subdivide the Subject Property in a way that that facilitated the conveyance of properties to the Developer, delineated the public amenity areas that are now subject to a public easement and created separate tax lots for each of the proposed buildings, including the parcel on which Building B will be constructed.

Following its review of the 2016 Site Plans and 2016 Amended PUD Subdivision Plan, the Planning Board adopted a Resolution on March 7, 2017, which granted the three applications subject to certain conditions.

On April 5, 2017, the Committee for a Sustainable Waterfront, David Berg, Roger Friedman (improperly named as Roger Friedmand) and Amy Peters (the "Plaintiffs-Petitioners") commenced a hybrid Article 78 proceeding and declaratory judgment action in Supreme Court, Nassau County, seeking to annul the Planning Board's March 7, 2017 Resolution (the "2017 Proceeding"). The 2017 Proceeding named the Planning Board of the City of Glen Cove, City of Glen Cove, Glen Cove City Council, City of Glen Cove Industrial Development Agency, City of Glen Cove Community Development Agency, the Developer (and its predecessors-in-interest) and several other property owners as Defendants-Respondents. The Return Date of the 2017 Proceeding is May 10, 2017.

The 2017 Proceeding alleges that the Defendants-Respondents failed to comply with the requirements of SEQRA prior to adopting the March 7, 2017 Resolution. Specifically, the Plaintiffs claim that the Planning Board failed to take a "hard look" at the relevant areas of environmental concern relating to the 2016 Site Plans and 2016 Amended PUD Subdivision Plan, failed to set forth a reasoned elaboration for the basis for its determination, failed to require an SEIS, and improperly segmented environmental review. In addition to seeking a judgment vacating and annulling the March 7, 2017 Resolution, the Plaintiffs-Petitioners' prayer for relief also seeks a preliminary injunction and a permanent injunction enjoining the Defendants-Respondents from processing any applications or approvals in furtherance of any development plan of the Garvies Point Waterfront area and from acquiring, purchasing, selling or otherwise transferring any interest to the parcels within the Project Area, and further from moving soil, clearing trees, issuing work orders or commencing work until the Supreme Court has issued a determination in this proceeding that SEQRA has been fully complied with. See Section XXXI.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

THE BEACON AT GARVIES POINT CONDOMINIUM

PLAN OF CONDOMINIUM OWNERSHIP

I. INTRODUCTION

This is an Offering Plan (the "Plan") for the sale of one hundred sixty seven (167) Residential Units ("Residential Units") in a Condominium to be known as The Beacon at Garvies Point Condominium located in the City of Glen Cove, Nassau County, New York 11542.

The purpose of the Plan is to set forth all material terms of the offer for the benefit of Prospective Purchasers.

The Plan may be amended at any time and from time to time provided that the amendment is duly filed with the Department of Law of the State of New York and is served on Purchasers and Unit Owners.

A Declaration submitting the property to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") and By-Laws will be recorded in the Nassau County Clerk's Office prior to conveyance of title to the first Unit by the Sponsor. The property will be subject to the Condominium Act. The Declaration and By-Laws are set forth in Schedule I and J of this Offering Plan and will not be changed so as to adversely affect the Purchaser. Any such change will be disclosed in an amendment to this Offering Plan. This Offering Plan and the accompanying documentation should be carefully studied by Prospective Purchasers and their attorneys prior to the purchase of a Unit.

The Sponsor of the Offering Plan is RXR Garvies P1 Building B Owner LLC, a Delaware limited liability company with an address at 625 RXR Plaza, Uniondale, New York. Sponsor is the owner of the Property having acquired title by deed dated March 1, 2017 and recorded in the Nassau County Clerk's Office on March 22, 2017 as Instrument Number 2017-00029169

The Condominium as proposed will contain five (5) stories and a garage on the ground floor.

The purpose of the Plan is to set forth all the terms of the offer for the benefit of Prospective Purchasers.

All portions of the Condominium, excluding the Units, are Common Elements of the Condominium. The Common Elements of the Condominium are described as follows:

A. General Common Elements – General Common Elements are those shared by all Unit Owners and include all portions of the Condominium except for the individual Units, the Individual Residential Unit's Limited Common Elements (irrevocably restricted in use to specified Units or Unit Owners) and include without limitation the following:

1. The land on which the Condominium is erected and all other land within the boundaries of the Property;

2. All portions of the roof, including gutters and leaders, parapets, copings and bulkheads, that are not restricted in use to a specific Unit or Units and intended for the common use and service of the entire Building;

3. All exterior walls of the Building;

4. All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Unit and any interior load bearing walls that are not part of a Unit and that service the entire Building;

5. Stairs, stairways, common hallways which are not located wholly within a Unit and entrances and exits to and from the Condominium other than entrances to the individual Units which are intended for the common use and service of the entire Building;

6. All improved and unimproved areas of the Condominium located outside the boundaries of the Units intended for common use and service of the entire Condominium;

7. All central and appurtenant installations for services such as power, light, telephone, television, gas, hot and cold water and heat (including all boilers, pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces intended for common use and that service the entire Building;

8. All drainage systems, sewers and/or storm sewer, pipes, drywells, or detention tanks or facilities intended for the common use and that service the entire Building;

9. All mechanical equipment, refuse rooms, utility meters, storage areas, if applicable, are intended for the common use and that service the entire Building;

10. Any heating, cooling or other mechanical system located in the Common Elements intended for the common use and service of the entire Building;

11. The fire protections system including standpipes/combined standpipe sprinkler risers, fire hose valve, sprinkler heads and Siamese connections that service the entire Building;

12. All telephone and cable rooms, water/sprinkler pump rooms meter rooms, equipment rooms, elevator rooms and any other mechanical rooms or areas intended for the common use and that service the entire Building;

13. All tanks, pumps, motors, fans, compressors, elevator equipment and control equipment intended for the common use and servicing the entire Building;

14. Any sprinkler system located in the Common Elements and intended for the common use and servicing the entire Building;

15. Any plantings and landscaping intended for the common use of the entire Condominium;

16. Any pedestrian walkways and ramps intended for the common use and service of the entire Condominium;

17. Any fences and gates located on the Property for the common use of the entire Building;

18. All flues, chimneys and vent caps for the common use and service of the entire Building;

19. Any intercom system intended for the common use and service of the entire Building; and

20. All other parts of the Condominium, Building and all apparatus and installations existing in the Building or Property for common use or necessary or convenient to the existence, maintenance or safety of the entire Condominium.

B. Irrevocably Restricted Areas/Limited Common Elements - Certain portions of the Common Elements are irrevocably restricted in use to specified Units or Unit Owners subject to the right of the Board of Managers of the Condominium to enter upon any restricted area for maintenance, repair or improvement of a Unit and subject to the Rules and Regulations of the Board of Managers (see By-Laws, Article VIII). Said irrevocably restricted Common Elements are also referred to as a Limited Common Element. Any portion of the Common Elements which is not restricted in use may be used by any Unit Owner. Following are descriptions of the irrevocably restricted Limited Common Elements:

Individual Residential Unit's Limited Common Elements – Individual Residential Unit's Limited Common Elements are irrevocably restricted in use to a specific Residential Unit or specific Residential Units. Following are descriptions of irrevocably restricted Individual Residential Unit's Limited Common Elements:

(a) Any balcony and/or terrace area located adjacent to a Residential Unit shall be a Limited Common Element for the exclusive use of such Residential Unit Owner of the applicable Residential Unit;

(b) Any hot water tank, boiler, air conditioning condenser, fireplace, heat pumps and any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in or on the Common Elements; and

(c) All apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire ducts, vents, cables, conduits and lines) which will serve or benefit a Residential Unit exclusively.

All structural repairs and replacements to any balcony and/or terrace area appurtenant to a Residential Unit that is an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium and a Common Expense. All general maintenance and repairs of a balcony and/or terrace area that is a Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks, the replacement of pavers and the repair or replacement of the surface of the balcony and/or terrace area), shall be the responsibility of the Residential Unit Owner whose balcony and/or terrace area is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The balconies and/or terraces are not permitted to be used for storage and are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a balcony and/or terrace area must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a balcony and/or terrace area. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to a balcony and/or terrace area except as required for repair or replacement.

All repairs, maintenance and replacement and all costs associated thereto to any hot water tank, boiler, fireplace, heat pump, condenser or any other heating, cooling or other mechanical system, which service an Individual Residential Unit shall be the sole obligation of the applicable Residential Unit Owner for which the facility is a Limited Common Element.

Provisions Applicable to All Common Elements -

1. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law.

2. The Common Elements are not subject to partition nor are they severable from the Units except in accordance with the Real Property Law.

3. The Percentage of Common Interest in the Common Elements established herein shall not be changed except with the consent of all of the Unit Owners affected expressed in a duly recorded amendment to the Declaration.

4. The Percentage of Common Interest in the Common Elements shall not be separated from the Units to which it appertains and shall be deemed conveyed or encumbered with the Units even though such interest is not expressly mentioned or described in the conveyance or other instrument.

The Common Expenses associated with the Condominium, General Common Elements, Individual Residential Unit's Limited Common Elements, that are the obligation of the Condominium to repair maintain and replace, as necessary and other costs designated as a Condominium obligation or Common Expense shall be paid for by all Unit Owners based upon their Percentage of Common Interest in the Condominium as reflected in Schedule A of the Offering Plan except as provided in Section 339-m of the Real Property Law.

The individual costs associated with a Residential Unit's Individual Limited Common Elements shall be borne exclusively by the respective Residential Unit Owner, except as otherwise provided in the Declaration and By-Laws. All repairs, maintenance and any replacement of any heating, cooling or other mechanical system servicing an Individual Residential Unit that is located in or on the Common Elements, equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit exclusively a Residential Unit shall be the responsibility of the Residential Unit Owner for such equipment services, etc.

There are a number of different model types of Residential Units. See Schedule G-2 in Part II of the Plan for a detailed description of each model and/or Unit type. The land and all improvements to be erected thereon are hereinafter referred to as the "Development" or the "Condominium".

Sponsor will endeavor in good faith to market and sell the Units in the Condominium however, Sponsor is retaining the unconditional right to rent rather than sell the Units. Because Sponsor is retaining the unconditional right to rent after consummation of the Plan rather than sell the Units this Plan may result in the creation of a condominium in which a majority of the Units are not owned by owner-occupants or investors unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell

more Units than the fifteen (15%) percent necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium. In the event Sponsor makes a bulk sale of all or some of its unsold Units, the transferee successor Sponsor will be bound by Sponsor's representations regarding its commitment to sell Units. A bulk sale consists of the transfer of twenty (20%) percent or more of the total number of Units in the Condominium.

Sponsor has not yet obtained a construction loan to develop and construct the Condominium. The Sponsor shall be obligated to pay off and otherwise comply with the terms of any mortgages on the entire Condominium and shall be required to release each Residential Unit from the mortgages at the time of Closing.

As in the ownership of a private one (1) family Home, the Purchaser of a Residential Unit in a Condominium (the "Residential Unit Owner") owns their Residential Unit in fee simple absolute and is entitled to exclusive possession of their Residential Unit. Each Purchaser of a Residential Unit will also own an undivided interest in and right to use the Common Elements and a right to use the Individual Residential Unit's Limited Common Elements that pertain to an individual Residential Unit. A full description of the applicable Limited Common Elements is described above.

The approximate physical dimensions of each Residential Unit consists of the area measured horizontally from the exterior side of the exterior wall (columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits are not deducted from measurement of each Residential Unit) to the centerline of the partitions separating one Residential Unit from another Residential or separating one Residential Unit from corridors, stairs and other mechanical equipment spaces or any Common Elements not within a Residential Unit or to the exterior side of the opposite exterior walls. Each Residential Unit is measured vertically from the top of the concrete floor slab to the underside of the finished ceiling. Any structure interior to the space and mechanical closets in or adjacent to the Residential Unit are included in the dimensions of such Residential Unit. Any Common Element located within a Residential will not be considered a part of such Residential Unit. As such, the areas are not based upon measurements from interior surfaces of interior walls and the actual living area comprising the Residential Unit is less than the area listed in Schedule A. For a detailed description of the Residential Unit to be conveyed see Schedule I, Article Fourth of the Declaration in Part II of the Plan.

A Unit Owner is required to pay monthly Common Charges assessed by the Board of Managers for the operation and maintenance of the Condominium pursuant to Sections 339(i) and (m) of the New York Condominium Act. Monthly Common Charges may commence with the Closing of the first Unit which is expected to be July 1, 2019. Purchasers should refer to section XX as to the right of the first Board of Managers to commence the collection of Common Charges at a subsequent date. Purchasers should note that pursuant to the terms of the Offering Plan as long as the Sponsor retains control of the Board of Managers, the Board of Managers retains the right to delay the commencement of the collection of Common Charges. During any such delay

period, the Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve funds reflected in the Budget. Upon the commencement of the collection of Common Charges, there will be no assessment of Unit Owners for prior expense of the budget during the period Sponsor was paying the Common Expenses of the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as provided for in the governing regulations. In the event Sponsor elects to delay collection of Condominium Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the Post-Closing Amendment to the Offering Plan. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to commencing collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan.

Until title to a Unit has passed to a Purchaser, the Sponsor will pay such Common Charges and Special Assessments as are assessed by the Board of Managers on the Units to which title has not passed. Once title has passed to a Purchaser, the Purchaser will be responsible for all costs, including all Common Charges, in the event the collection of Common Charges has commenced, and individual expenses associated with the Unit, as well as any costs associated with the Individual Residential Unit's Limited Common Elements that pertain to the Purchasers' Residential Unit.

A Unit Owner, upon acquiring title to their Unit, will be obligated to comply with the Declaration of Condominium, Condominium By-Laws and its Rules and Regulations and any other requirements of the Board of Managers of the Condominium.

There is no restriction upon ownership of a Residential Unit. Occupancy of a Residential Unit, however, may only be for residential purposes as described in Section XIII of the Offering Plan. The Board of Managers will have a right of first refusal on the sale or rental of Residential Unit as provided in Section XXI of the Offering Plan. Residential Units can be sold by a Residential Unit Owner, provided that the Residential Unit Owner is not in arrears on the payment of Common Charges (except where the payment of such unpaid Common Charges is paid by the Grantee or provided for out of the proceeds of the sale) and subject to restrictions contained in the mortgage, if any, covering their Residential Unit. A Purchaser is free to make a gift of their Residential Unit to anyone during their lifetime or to devise their Residential Unit by will, or to have it pass by intestacy without any restriction. No Residential Unit can be sold without a simultaneous sale of the undivided interest in the Limited Common Elements that pertain to the Residential Unit.

Seller does not wish to sell units in the Condominium to purchasers who intend to purchase the unit as a short term resale investment. Purchaser agrees that if the Unit is transferred or a contract is entered into for the transfer of a Unit within eighteen (18) months from the Closing Date, Purchaser shall, upon the transfer or a contract to transfer the Unit, pay Seller, at or before the resale closing, an amount equal to twenty (20%) percent of any profits defined as the Gross Sales Price without deductions for

closing or other transaction costs less the Purchase Price set forth in this Purchase Agreement, however such amount shall not be greater than the net proceeds of the sale of the Unit, which would be the gross sales price, less amounts owed on a mortgage and all closings costs. For purposes of this paragraph, any transfer of the beneficial ownership of the Purchaser in the Unit in order to circumvent the foregoing payment required by transferring a direct or indirect interest in an entity which is not a natural person within such eighteen (18) month period, shall be considered a prohibited transfer. This provision only applies to the initial purchaser of a unit from Seller and not to any subsequent resale and does not apply if Purchaser or its spouse dies within the eighteen (18) months or if all the units in the Condominium have been titled by Seller before the expiration of the eighteen (18) month period.

Each Residential Unit Owner can sell their Residential Unit to whomever they desire subject to the Board of Managers' right of first refusal as described in Section XXI of the Offering Plan. Residential Unit Owners may lease their Residential Units subject to the conditions contained in Section XXI of the Offering Plan which include the right of first refusal by the Board of Managers

The Units can be purchased for all cash or may be purchased partly for cash and partly by mortgage. The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Unit as a result of Purchaser's inability to obtain a mortgage Purchaser will be deemed in default of the Purchase Agreement and after Sponsor complies with the required notices may, at its option, retain as liquidated damages all or any part of the monies paid on account of the Purchase Agreement plus Extras paid by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned a Purchaser will be entitled to a return of all funds paid for Extras.

A Unit Owner may mortgage their Unit at any time after they acquire title to the Unit in whatever amount and under whatever terms they can obtain. Any Unit Owner may also, upon the resale of their Unit, grant a purchase money mortgage to a Purchaser of their Unit. A Unit Owner may mortgage their Unit only if all arrears for Common Charges and/or Special Assessments, if any, are provided for at the closing of the mortgage.

Authority for operating the Condominium rests with the Board of Managers who are elected by the Unit Owners. See the By-Laws contained in Part II of the Offering Plan. For information concerning Sponsor's initial control of the Board of Managers, see Section XIX of the Offering Plan.

Each Residential Unit Owner, upon obtaining title, will automatically have one (1) vote at all meetings of Unit Owners for each of the Residential Units owned by such Residential Owner.

Each Unit will have several not joint/liability for payments in lieu of real estate taxes ("PILOT") purposes and may be separately mortgaged. Therefore, no Unit Owner is liable for the payment of PILOTS or mortgage payments on any other Unit. In the opinion of counsel, a Unit Owner is presently entitled to deductions for income tax purposes for payments for a PILOT applicable to their Unit. In addition, provided the Residential Unit will be the Purchaser's principal residence or one (1) other residence selected pursuant to Section 163(h)(5)(A)(i)(II) of the Internal Revenue Code of 1986, a Residential Unit Owner may also deduct the interest on the mortgage they procure to finance the purchase of their Residential Unit for income tax purposes. See Section XXII of the Offering Plan. Membership in the Master Association is mandatory and such membership requires associated fees from the Condominium. The Condominium rather than the individual Unit Owners in the Condominium is the member of the Master Association. The Condominium budget set forth as Schedule B contains as an expense item the pro-rata share of the Common Expenses payable to the Master Association and each Unit Owner will pay their pro-rata share as part of the monthly Condominium Common Charges. The Master Association will remit such amounts to the GCIDA.

Fire and liability insurance covering the General Common Elements are included with other items as part of Common Charges, but fire and liability insurance for the Purchaser's personal effects, the interior of the Unit and the Individual Residential Unit's Limited Common Elements for an Individual Residential Unit Owner's exclusive use should be carried by the individual Purchaser. Common Charges are levied in proportion to the Percentage of Common Interest in the "Common Elements" appurtenant to each Unit. Pursuant to section 339-m of the Real Property law of the State of New York, the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or common areas by particular Unit Owners. For possible increases in Common Charges upon default in payment by a Unit Owner see Section XXI of the Offering Plan. Each Residential Unit Owner is responsible for the cost of their own interior repairs and decoration in their Residential Unit after Closing.

The price of the Residential Units will include only the appliances and fixtures detailed in the Description of Property Report contained in Part II of the Plan. Installation and the cost of any extras, upgraded appliances, upgraded fixtures or appliances or fixtures not provided is the sole responsibility of each Residential Unit Owner.

The prices for the Units are set forth in Schedule A. THESE PRICES HAVE BEEN SET BY THE SPONSOR ALONE AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

This Offering Plan contains all of the material terms of this transaction. Parts I and II along with Parts A, B, C and D of the Schedules submitted along with the Offering Plan together constitute the entire Offering Plan. Copies of the Plan and Parts A, B, C and D of the Schedules will be available for inspection by Prospective Purchasers and their attorneys without charge and for copying at a reasonable charge at the Condominium site whenever the on-site sales office is open, at the office of the Sponsor or any Selling Agent engaged by Sponsor and at the New York State Department of Law, 120 Broadway, 23rd Floor, New York, New York 10271.

There are no restrictions on who may purchase a Residential Unit in the Condominium except that this offer is made only to persons over eighteen (18) years of age. Each Residential Unit Owner can sell their Residential Unit to whomever they desire. See Section XXI as to the right of first refusal on the sale or rental of a Residential Unit.

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

DEFINITIONS

The following words as hereinafter referred to shall be defined as follows:

1. "Blocks: - The nine (9) separate parcels located on the Properties which may be developed as set forth in Special Risk Factor 1.

2. "Board of Managers" - The governing body of the Condominium responsible for its affairs.

3. "Board Member" or "Member" – Each individual representative elected, designated or appointed to the Board of Managers.

4. "Building" - The one (1) building including the Units and Common Elements of the Condominium.

5. "By-Laws" - The document governing the operation of the Condominium.

6. "Closing" or "Close Title" or "Closing of Title" or "Title Closing" – The consummation of the sale of the Unit transferring title via a deed from the Sponsor to the Purchaser.

7. "Closing Costs" or "Closing Adjustments" or "Closing Fees" or "Closing Apportionments" – Fees and expenses over and above the price of the Unit, incurred by the Purchaser and/or Sponsor at the Closing.

8. "Closing Date" or "Date of Closing" – The date of Closing of Title.

9. "Common Charges" - Each Unit Owner's proportionate share of the General Common Expenses as determined in accordance with the common interest appurtenant to the Unit.

10. "Common Elements" – All portions of the Condominium, other than the Units. The Common Elements are divided as follows:

    (a) General Common Elements which are Common Elements shared by all Unit Owners.

    (b) Individual Residential Unit's Limited Common Elements which are the Common Elements for the exclusive use of an individual Residential Unit Owner or Owners.

11. "Common Expenses" - (a) Expenses incurred by all Unit Owners for the purpose of paying costs of the Condominium in connection with the repair, maintenance, replacement, restoration or operation of, and any alteration, addition or improvement to the General Common Elements; and (b) All sums designated common expenses by or pursuant to the provisions of the Condominium Act, the Declaration or the By-Laws.

12. "Community" or "Development" - As used herein is equivalent in meaning to the term "Condominium" as same is used in Article 9-B of the Real Property Law.

13. "Condominium" – The Beacon at Garvies Point Condominium which includes the Unit Owners, the Units and the Common Elements.

14. "Condominium Act" – Article 9-B of the Real Property Law of the State of New York.

15. "Declarant" or "Sponsor"" – RXR Garvies P1 Building B Owner LLC, a Delaware limited liability company and its successors, assigns and designees.

16. "Declaration of Condominium" - The instrument by which the property is submitted to the provisions of the Condominium Act, and such instrument as from time to time is amended, consistent with the provisions of the Condominium Act and of the By-Laws.

17. "Deposit" – The monies payable by Purchasers upon the execution of a Purchase Agreement as well as subsequent stage payment(s) due as set forth in the Purchase Agreement.

18. "Garvies Point Continuing Covenants Agreement" – The agreement entered into with the Glen Cove Industrial Development Agency (GCIDA) The Agreement is set forth as Schedule T in Part II of this Plan and obligates the payment of costs of maintenance, repair, replacement, operation and management incurred by GCIDA.

19. "Equal or Better Quality" – as used herein means comparable to or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

20. "Institutional Mortgage" – A first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Sponsor, its successor, designee or assignee to a purchaser of a Unit or in which the Sponsor, its successor, designee or assignee participates with one of the above.

21. "Lease Agreement" – The agreement entered into with GCIDA whereby the Private Use Improvement Areas have been leased to GCIDA.

22. "Leaseback Agreement" – The agreement entered into with GCIDA whereby the property in the Lease Agreement has been leased back to RXRGIP.

23. "Limited Common Elements" - A Common Element appurtenant to a particular Unit or Units, the use of which is restricted to the Owner or Owners of such Unit or Units. Limited Common Elements may also be referred to as an Irrevocably Restricted Common Element.

24. "Master Association" – The not-for-profit corporation organized to provide payment and performance obligations under The Garvies Point Continuing Covenants Agreement set forth as Schedule T in Part II of this Plan.

25. "Master Tax Agreement" – The agreement entered into with the Glen Cove Industrial Development Agency ("GCIDA") which provides for payments in lieu of taxes ("PILOTS").

26. "Master Tax Agreement Mortgage" – The mortgage that will encumber the Units in the Condominium to secure the payment of the PILOT.

27. "Officer" – One (1) of the officers of the Condominium chosen by the Board of Managers as provided for in Article IV of the By-Laws of the

Condominium including the President, Vice President, Secretary and Treasurer.

28. "Parking Space License" – shall mean a license granted by the Sponsor and the Board of Managers for a Unit Owner to use a parking space located in the garage of the Building. All fees charged for a license shall belong solely to Sponsor.

29. "Percentage of Common Interest" - The proportionate, undivided interest each Residential Unit Owner has in the Common Elements.

30. "PILOT" – The payments in lieu of taxes which will be paid by Residential Unit Owners in the Condominium to a trustee ("Trustee") approved by GCIDA.

31. "Property" – The overall land area of the Condominium.

32. "Private Use Improvement Area" – The land comprising the nine (9) separate Blocks on the Properties.

33. "Properties" – The approximate 56 acre parcel comprising the Planned Unit Development ("PUD") known as Garvies Point.

34. "Public Amenities Parcel" – The twenty-eight (28) acre waterfront and community spaces which are open to the general public.

35. "Public Use Improvements" – The facilities located on the Public Amenities Parcel.

36. "Rules and Regulations" – The Rules and Regulations contained in Article VIII of the By-Laws as the same may be amended, altered, waived or added to by the Board of Managers.

37. "Special Assessment" – A Common Expense of the Condominium that is not included in the monthly Common Charges applicable to a Unit.

38. "Storage Bin(s)" – shall mean an area located on a floor of the Condominium Building for use by a Unit Owner who is the licensee by virtue of a Storage Bin License issued by Declarant and the Board of Managers.

39. "Storage Bin License" – shall mean a license to use a Storage Bin located in the Building for use by a Unit Owner who is granted a license by the Sponsor and Board of Mangers. All fees changed for a license shall belong solely to the Sponsor.

40. "Unit" or "Residential Unit" – One (1) of the one hundred sixty seven (167) Units designated as Residential Units in Schedule B of the Declaration for residential use. As used herein the terms "Residential Units" are equivalent to the term "Unit" in Article 9-B of the Real Property Law of the State of New York. As used herein the term "Unit" shall include all the Units in the Condominium.

41. "Unit Owner" or "Residential Unit Owner" – A Unit Owner or Residential Unit Owner includes all the Unit Owners in the Condominium.

42. "Unsold or Untitled Unit" - Any Unit in which title is retained by the Sponsor and any successors or assigns or designees until such time as the same has been sold and title conveyed to a third party. It shall not include a Residential Unit which is used for personal occupancy of the Sponsor, any of its principals or any of its successors or assigns or designees.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

III. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Location, Acreage and Zoning

The Condominium is located in the City of Glen Cove, Nassau County, New York. The Condominium is zoned MW-3 and the building is in conformance with the approved PUD documents which permit construction of the Building. The overall zoning lot size of the Condominium is approximately 3.83 acres.

Parking Facilities

The Condominium has three hundred nine (309) parking spaces in the garage of the Building located at grade level. These include 115 single spaces, 93 tandem spaces x 2=186 and 8 handicapped spaces. Each of the 36 one bedroom Units will be assigned the exclusive use of one (1) single parking space, each of the 102 two bedroom Units will either be assigned a tandem or single space or two (2) single spaces and each of the 29 three bedroom Units will be assigned two (2) single spaces, without charge. The remaining three (3) parking spaces may be licensed from Sponsor and the Board of Managers. A Unit Owner who desires an additional parking space may license another parking space on a first come first serve basis for a one-time fee to the Sponsor set forth in Schedule A. All remaining unreserved spaces will be designated "first come, first serve." Annexed hereto as Schedule "P" is a copy of the Parking Space License.

Storage Bins

Sponsor is offering to Purchasers on a first come, first serve basis, Storage Bins which will be licensed by Sponsor and the Board of Managers to certain Purchasers, which Storage Bins are located on each floor of the Condominium Building. There are a total of two hundred twenty (220) storage bins with forty-three (43) located on the second floor and fifty-nine (59) on floors three, four and five. The Storage Bin License is available at an additional cost as set forth in Schedule A by those Purchasers desiring a Storage Bin, with such availability on a first come, first serve basis. The Storage Bins available to Purchasers are of different sizes and dimensions. A copy of the Storage Bin License is set forth as Schedule O.

Sponsor and the Board of Managers will convey a license for exclusive use of the Storage Bins. Sponsor will not convey Storage Bins in fee title ownership.

Unit Owners will be responsible for all normal maintenance and repair to the Storage Bin which they are the licensee of. However, the costs and expenses of any structural or extraordinary repairs or replacements shall be a Common Expense charged to all Unit Owners. The Storage Bins may be used in accordance with applicable law and only for the storage of the personal effects of the Unit Owner having exclusive access to such Storage Bin. No items which would constitute a threat to the health or safety of the Unit Owners or other occupants of the Building or otherwise

create a nuisance in the Building shall be stored in the Storage Bins. The Board has the authority to promulgate rules regarding use of and access to the Storage Bins. Please refer to the Storage Bin License granting the exclusive use of a Storage Bin to the Unit Owners purchasing the right to use such Storage Bins set forth and Schedule O in Part II of the Plan for further details regarding the rights and obligations of a Unit Owner purchasing a Storage Bin License.

Individual Storage Bins may be located in a room with several Storage Bins and Storage Bins may be constructed of a material such as wire mesh which is see-through and which will result in items stored in the Storage Bins being visible to others. Neither the Sponsor nor the Board will be responsible for any damage to items placed in Storage Bins. Unit Owners who place items in Storage Bins do so at their own risk and Purchasers are advised to consult with their own insurance brokers or agents regarding appropriate coverage for such stored items.

Improvements - General Description

Construction of the Building has not yet commenced and it is anticipated that the Closing of Title to the first Unit will occur on or about July 1, 2019 subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, acts of God and sales conditions. The Condominium as proposed will contain five (5) stories. The Units in the Building include the following: one hundred sixty seven (167) Residential Units. Each Residential Unit will be assigned the exclusive use of a parking space located in the garage on the ground floor.

The Building Plans have been approved by the Building Department of the City of Glen Cove and are available for inspection at the Sponsor's Office.

The Garvies Point development has been designed to elevate the proposed buildings a minimum of two feet higher than the current adopted 100-year flood hazard area elevations as provided by FEMA on their Map Number 36059C0107G, last revised September 11, 2009. While the portion of the project site where the Condominium is proposed to be located is situated in Zone "X", areas determined to be outside the 0.2% annual chance floodplain, the portion of nearby Glen Cove Creek along the proposed Condominium frontage has a FEMA designated base flood hazard area elevation of 14 (NAVD 88). The lowest finished floor elevation of the Condominium has been set at elevation 16.5 (NAVD 88), 2.5 feet higher than the base flood elevation of the adjacent creek. See Special Risk Factor 4 at page vii.

The Units, the Building containing them and all other improvements will comply with all applicable rules, regulations, laws, and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction, and the Sponsor and all other persons engaged by the Sponsor in connection with this Plan have complied and will comply with all applicable laws, rules and regulations and other governmental requirements pertaining thereto. Construction of the Condominium will comply with the Building Code of the City of Glen Cove. Before

the Closing of Title to a Unit, a temporary or permanent Certificate of Occupancy will be issued for such Unit or the Building in which it is located. At the time of the first Closing of Title to a Unit, the construction of all Units in that Building will have been partially or substantially completed.

Purchasers are advised that in New York, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive 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 TCOs and FCOs are issued by the City of Glen Cove Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the Building Department. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire building within two years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the Building Department will issue the FCO within such two (2) year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO for the entire building, and shall exercise best efforts to obtain the FCO within such two year period while keeping the TCO current. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Construction Data for Units, Common Elements and Limited Common Elements

The Building, the Units and Common Elements will be constructed in the manner set forth in the Building Plans filed with the City of Glen Cove, which Plans will not be changed so as to adversely affect the Unit Owners. For a detailed description of such data see the Description of Property Report in Part II of the Plan. Construction of the Building has not yet commenced and Closing of Title to the first Unit is expected to take place on or about July 1, 2019, barring any unforeseen delays beyond the control of the Sponsor such as weather conditions, strikes, material shortages, acts of God and sales conditions.

Easements

All pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Unit and for the exclusive use of the Unit shall be maintained by such Unit Owner. Any portion of such pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the Common Elements or in a Limited Common Element and servicing one or more other Units, will be a General Common Element and all repairs and maintenance thereto shall be the responsibility of the Condominium. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, sewers and/or drainage lines, wires, conduits and public utility lines servicing such other Units located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in any Unit and servicing any other Unit or any pipe, sewer abd.ir drainage line, wires, conduits and public utility lines, no matter how designated that causes or is in imminent danger of causing damage to another Unit or the Common Elements. The cost of such repairs shall be a Common Expense unless the damage is the result of the negligence of a Unit Owner or tenant, occupant, employee or other person a Unit Owner may be responsible for, in which case the cost of such repairs shall be the responsibility of the Unit Owner who is responsible or whose tenant, occupant, employee or other person the Unit Owner is responsible for causing such damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements and the Units for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Unit or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium. Such right of access to a Unit shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the health and safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

Each respective utility and cable company shall have a right of access to the Common Elements and each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits, and public utility lines located in

the Common Elements and any Unit. Any utility or cable company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have the right to grant such additional electric, gas, water, sewer, drainage or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. 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 easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have an easement through the Units for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing any portion of the Condominium.

The Sponsor, its successors, assigns, and purchasers of Unsold Units, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all of the Property and the Building comprising the Condominium for the purpose of completing construction, sale and rental of Units and facilities in the Condominium and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across all of the Property and the Building comprising the Condominium for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Sponsor, its successors, assigns, and purchasers of undeveloped or Unsold Units, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Property and Building comprising the Condominium. The Sponsor, its successors and assigns, and purchasers of undeveloped or Unsold Units, shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Property and the Building comprising the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Units to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Sponsor's rights

and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their Percentage of Common Interest in the Common Elements. The Sponsor, its successors, assigns and purchasers reserve the right to continue to use the Common Elements and any facilities, sales offices, model Units and signs located on the Common Elements, in its efforts to sell and/or lease Units constructed in the Condominium and to complete construction of the Condominium.

Each Unit Owner hereby grants a right of access to and through their Unit to Sponsor or its designee, and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements and/or the Units.

Each Unit Owner grants an easement of ingress and egress in, over and through any hallway that may be part of their Unit to any other Unit Owner, tenant, resident or other persons needing ingress or egress to their respective Unit that may be necessary for said purpose.

The Board of Managers will have and each Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements, or Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace.

Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Building and any replacement thereof and additions thereto and an easement of necessity, and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

Each Unit will have an easement for lateral and vertical support among all adjoining Units and Common Elements.

Any easements granted to Sponsor, the Board of Managers, any Unit or any Unit Owner under the Declaration and the By-Laws may be exercised by such Sponsor's, Board of Managers or Unit Owner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, tenants, subtenants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the

easement or as otherwise authorized by the Sponsor, the Unit Owner or Board of Managers.

Each Unit Owner will have a right and easement to use its Unit and the Limited Common Elements appurtenant to such Unit or Units, and the General Common Elements, subject to and in accordance with the terms and conditions of the Declaration and By-Laws.

All Unit Owners, residents, guests, tenants and anyone else needing access to a Unit shall have an easement of ingress and egress, in, through and over the Property of the Condominium, including the Common Elements regardless of how classified for access to their Unit.

The Board of Managers will have an easement and unlimited access to any Limited Common Elements for the purpose of making inspections, repairs or rebuilding of the Condominium.

All emergency vehicles and personnel, including, but not limited to, police, fire and medical vehicles and personnel shall be granted an easement of ingress and egress over, upon and through all areas of the Property. This Paragraph may not be amended by the Unit Owners in the Condominium.

Allocation of Common Interest

The Common Interest of the Condominium establishes the Unit Owners' percentage of ownership in the Common Elements and percentage of liability for the payment of Common Charges subject to the provisions of Section 339-m. Each Unit Owner has the Percentage of Common Interest in the Condominium set forth on Schedule A. The Percentage of Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, based on 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 Residential Unit.

Recreation Facilities

a) Condominium

The Building will contain a fitness center, yoga studio, card room, lounge dining/pantry room, game room and screening room for the use by the Residential Unit Owners. There will also be an outdoor swimming pool and hot tub with terrace area and a viewing garden area.

b) Public Amenities Parcel

The public infrastructure improvements to be constructed as part of the

Garvies Point Public Amenities Parcel which will be open to the general public include approximately 28 acres of public open spaces which includes parks/open spaces, bulkheads, marina, esplanade, utilities etc.

A. Bulkheads: Approximately 5,000 linear feet of new bulkheading is proposed along Glen Cove Creek. The main proposed bulkhead is a steel sheet pile system known as "Open-Cell" and this extends the majority of the creek line limits. In what is known as Captain's Cove, the bulkhead is a conventional system with tie-backs and deadmen. These two systems are supplemented by two segments of vinyl low-sill bulkhead which is being used to help create a wetland / naturalized environment in the two specific areas. The project also includes the removal of an existing bulkhead and the upland excavation needed in vicinity of the low-sill bulkheads.

B. Paths / Trails / Esplanade: The project will include multiple public paths and trails including new sidewalks along the access roads; approximately 1 mile of paved bike path; trails to connect the area known as Block F to the existing trails in the Garvies Point Preserve; and an approximately 1.1 mile public esplanade. The esplanade is typically 20 feet wide and extends along the waterfront and provides connection to the different parks and the waterfront in general. There are separate walking and biking paths located on the top of the esplanade. The esplanade will be constructed of concrete and will be supported by helical piles due to the conditions of the soil in the area. A decorative railing will extend along the length of the esplanade and access points will be provided to the marinas.

C. Parks / Open Spaces: The project will include the following seven new parks and will dedicate land to the adjacent Garvies Point Preserve. The parks provide general public recreation areas; space for community events; platforms for arts and entertainment; and a connection to the waterfront. The parks will include playgrounds, lounging areas, open "great lawns", gazebos for gatherings and shade, an amphitheater, rain gardens, and educational features.

    (i) Arts and Culture Park (approx. 3.3 acres): will include restored tidal wetlands, a boardwalk, and amphitheater with +/- 160 people seating capacity.

    (ii) Marina Park (approx. 1.4 acres): includes the Transient Marina, shaded seating areas under a trellis and waterfront moveable and fixed seating.

    (iii) Renaissance Park (approx. 2.5 acres): will include an approximate 8,000 square foot playground, separate play areas for pre-teens and tots, safety surfaces, drinking fountains, shaded seating under a trellis, rain garden, gazebo, a great lawn, and a low sill bulkhead which allows for restoration of historic wetlands. Crescent Park (approx. 1.5 acres): includes the Angler's Marina and a linear park with multiple seating areas along the

waterfront with lounge chairs and trellis waiting area near the Ferry terminal building.

(iv) Observatory and Dog Run (approx. 3 acres): will include the Small Boat Marina; a dog run with shaded seating areas, dog drinking water fountains, and hoses for cleaning; ecology pier, and breakwater.

(v) Garvies Point Park (approx. 6.2 acres): will include a gazebo, mini amphitheater, trellis seating area, a 3 acre open lawn for passive recreation, and wetlands rehabilitation.

(vi) Sunset Park and Beach (approx. 4 acres): will include a restaurant and cafe with outdoor seating; a rehabilitated pier with shaded seating area at the mouth of the harbor; boardwalk at the beach; trellised gathering areas; and public restrooms and boat attendant booth at the roundabout.

(vii) Extension of Garvies Point Park Reserve (approx. 5.2 acres): will include non-paved trails.

IV. LOCATION AND AREA INFORMATION

Location and Area Information

The Condominium is situated adjacent to Garvies Point Road in the City of Glen Cove, Nassau County, 11542.

Transportation:

The Condominium is near the following Long Island Railroad (LIRR) stations: Glen Cove, Glen Street and Sea Cliff, which are all on the Oyster Bay Branch. These three railroad stations are located within three miles of the Condominium. Glen Cove is also serviced by two Nassau Inter-County Express bus lines. In addition, a ferry terminal building was recently completed adjacent to the building. In the future there may be a ferry service to Manhattan. No representation is made by Sponsor as to whether such ferry service will be available, or if available when it will start or the fees to be charged for such service. Developer has reserved the right to build a 2-3 story garage on the site of the Ferry Terminal parking lot directly to the east of the Beacon at Garvies Point Condominium.

Police and Fire Services:

Fire - Fire protection is supplied by the City of Glen Cove Fire Department.

Police – The City of Glen Cove Police Department services the Community.

Gas & Electric

Gas service will be provided by National Grid.

Electric service will be provided by PSEG Long Island as described in the Description of Property Report in Part II of the Offering Plan. The electricity consumed in the Common Elements of the Building will be metered by PSEG Long Island and paid for as part of the Common Charges. Each Unit will be individually metered or submetered for electric usage, and the cost thereof will be an individual expense of each Unit Owner. The system installed for generating heat and hot water is a dual fuel gas/oil system, meaning the fuel used may be gas or oil. It is anticipated that the Condominium will use whichever fuel is least expensive, and will switch fuel sources or use both sources simultaneously as appropriate. In the event fuel oil is used, the budget will be amended to provide the estimated cost for such fuel.

Telephone

Verizon, Cablevison Long Island or other service provider will provide telephone service, and each condominium unit will be separately billed.

Water and Sewage

Water for the residence will be supplied by the City of Glen Cove and will be a common expense. Sewage in the Community will flow into the Nassau County Sewer System. The wastewater that will be generated from the redevelopment project area, including the wastewater generated in the Condominium, will be collected in proposed new interceptor sewers within Garvies Point Road. Due to the relatively flat topography in the area, the wastewater generated at the western end of Garvies Point Road is designed to flow to a pump station (Intermediate Pump Station) located approximately sixty five (65') feet to the west of the Condominium so that it can be conveyed to an interceptor sewer and Main Pump Station approximately 1875' east of the Intermediate Pump Station (IPS). The wastewater collection systems, IPS and Main Pump Station will be operated and maintained by Nassau County. The Master Association will fund the annual maintenance. Water is a common expense of the Condominium. Sewer usage fees are included in the individual PILOTS.

Refuse Removal

Refuse removal will be provided by a private contractor retained by the Condominium.

Shopping

Glen Cove has a downtown area less than two miles from the Condominium consisting of various shops and restaurants, as well as a movie theater.

Medical Facilities

Glen Cove Hospital is located approximately two miles from the Condominium at 101 St Andrews Lane, Glen Cove, NY. Less than eight miles away is St. Francis Hospital, New York State's only specialty designated cardiac center.

Schools

Children in the Condominium may attend the public schools run by the City of Glen Cove School District which includes:

Katherine A. Deasy Elementary School for grades Pre-K-2
Robert M. Finley Middle School for grades 6-8
Glen Cove High School for grades 9-12

No representation is made as to whether these will be the schools children in the Community will attend or whether transportation is provided by the City of Glen Cove.

Parks and Recreation

Glen Cove's three beaches are Pryibil Beach, located on East Beach Road, Crescent Beach located on Crescent Beach Road, and Morgan Memorial Park located on Germaine Street. Pryibil Beach includes a bathing area, volleyball courts, basketball court, playground, barbecue grills, concession stand, paved parking lot, adjacent fishing pier. Crescent Beach Morgan Memorial Park includes a picnic area, bathing beach, playground, and bluffs overlooking the harbor. The City of Glen Cove golf course is located on Lattingtown Road. Adjacent to the Condominium is the 62-acre Garvies Point Preserve, including approximately five miles of marked nature trails.

Religious Facilities

There are houses of worship of many major denominations in the vicinity of the Community.

Snow Removal

Snow removal and road maintenance for all public streets adjoining the Condominium is provided by the City of Glen Cove.

Zoning

The Condominium is zoned Marine Waterfront District 3 building in conformance with the approved PUD documents. To the North is the Garvies Point Preserve, to the South is Glen Cove Creek, to the West is a vacant parcel which is part of the Properties which may be developed as a condominium containing three hundred forty five (345) Units and to the east is the ferry terminal.

No representation is made as to the eventual use or zoning of any parcel surrounding the Community.

Neither Sponsor nor any of its Principals have an option or right to acquire any of the adjoining areas.

V. MASTER ASSOCIATION

A. Declaration of Covenants, Restrictions, Easements, Charges and Liens

The Condominium is part of an overall plot of land (hereinafter referred to as the "Properties"), consisting of approximately 56 acres. Sponsor and its affiliates are developing the Properties as a smart growth mixed use Planned Unit Development ("PUD") known as Garvies Point. The overall Garvies Point development is approved by the City of Glen Cove to include one thousand one hundred ten (1110) Residential Units, up to 75,000 square feet of commercial and retail space and approximately 28 acres of waterfront and community spaces which will be open to the general public ("Public Amenities Parcel"). As set forth in Special Risk Factor 2 at page iv, the Glen Cove Industrial Development Agency ("GCIDA") will have easement rights over the Public Amenities Parcel and will manage the Public Use Improvements on such parcel. It has the authority to contract for the maintenance and repair of the Public Use Improvements. It is presently contemplated that GCIDA will enter into a Public Use Improvements Maintenance Agreement with an outside contractor as set forth in Schedule S. GCIDA and RXR Glen Isle Partners, LLC ("RXRGIP") an affiliate of Sponsor, will enter into a Garvies Point Continuing Covenants Agreement in the form set forth as Schedule T. Such agreement sets forth the obligation in perpetuity to pay for the costs of maintenance, repair, replacement, operation and management of the Public Amenities Parcel. It also authorizes RXRGIP to assign payment and financial performance obligations under the Agreement to The Garvies Point Master Association Inc. ("Master Association") which is organized under the New York Not-For-Profit Law . The Master Association will also enforce certain standards for the Properties. The owner of each Block including the Condominium will be the Members of the Association and will pay their pro-rata share of the GCIDA's costs of maintaining and operating the Public Amenities Parcel. The Condominium budget set forth as Schedule B contains as an expense item the pro-rata share of the Common Expenses payable to the Master Association. The Master Association will remit such amounts to the GCIDA. A Declaration of Covenants, Restriction, Charges and Liens ("Declaration") will encumber the Properties. The Declaration is set forth as Schedule K-1 in Part II of this Offering Plan. The Declaration obligates the owners of the various Blocks to pay their pro-rata share of the cost of maintenance of the Public Amenities Parcel. The Declaration provides that additional members may be added to the Association if adjacent or nearby parcels are acquired by the Declaration affiliated entities. Annexed hereto as Schedule U is The Garvies Point Perpetual and Exclusive Public Use Agreement pertaining to the Public Amenities Parcel.

It is anticipated that the Properties will contain nine (9) separate "Blocks" or parcels. Blocks A & B will contain two (2) separate condominiums, Blocks F & G will contain workforce housing rental apartments and Block E, H and I will contain rental apartments, Blocks D and J will contain commercial or retail structures and the Restaurant Block containing a restaruant. The foregoing uses may vary subject to municipal approval. Sponsor reserves the right to bring additional parcels into the Association if it acquires adjacent or nearby parcels.

The Master Association was organized under the New York not-for-profit Corporation law to own and/or maintain the Public Amenities Parcel as well as enforcing certain standards for the Properties. The owner of each Block will be a member of the Master Association.

The first Unit at The Beacon at Garvies Point Condominium is expected to close on or about July 1, 2019. Prior thereto, the Sponsor will record the Declaration of Covenants, Restrictions, Easements, Charges and Liens ("Declaration of Covenants and Restrictions"), together with the By-Laws annexed to and made a part thereof, with the Office of the Clerk of Nassau County. This Declaration and the annexed By-Laws have been included in this Offering Plan as Schedules K-1 and K-2.

B. Membership and Voting Rights in the Master Association.

The Master Association shall have three (3) classes of membership interest; Two (2) of which shall be voting classes of membership.

Class A and Class B are voting members. Except as set forth below, The Class A Members shall be the (i) Condominium Regimes on the Properties and (ii) the Owner(s) of Block(s) on the Properties that contain residential rental Apartments. The Class B Member shall be the Declarant (an affiliated entity of Sponsor). The Class C Advisory Members shall be the Owners of Blocks F, G, (Workforce Housing Blocks), K, D, J (Commercial Blocks) and the Restaurant Block on the filed subdivision map(s) of the Properties, who shall not be Voting Members. Each voting Member is entitled to one (1) vote at all meetings of the Master Association irrespective of the number of Blocks owned by such Member.

Notwithstanding anything to the contrary contained herein, in the event that any Block(s) is submitted to Condominium ownership, the Condominium Regime governing such Condominium through a representative appointed by its Board of Managers shall be the Voting Member (and not the Unit Owners) and shall have the same voting rights and the same rights to elect directors, as did the Owner(s) of such Block(s).

C. Management and Operation of the Master Association

The affairs of the Master Association shall be governed by a Board of Directors, consisting of five (5) elected by voting members or Declarant designated members. Not

withstanding the above, the initial Board of Directors shall consist of three (3) Declarant designated members until the first annual meeting of the Master Association.

The Declarant (an affiliated entity of Sponsor) will have the right to appoint a majority of the Directors until all Blocks and Units have been conveyed to bonifide Purchasers.

D. Expenses Payable to GCIDA

The Board of Directors of the Master Association shall, allocate the expenses set forth in the annual budget prepared by the GCIDA among the Blocks and the Condominium Block(s) based upon (i) the amount imposed by GCIDA under the Garvies Point Continuing Covenants Agreement for maintenance and operation of the Public Amenities parcel, (ii) such other factors that the Board of Directors may in good faith deem relevant. The Master Association shall have the power to modify, if necessary, the allocation of expenses during any calendar year based on the foregoing factors. In accordance with the requirements of the City of Glen Cove, the Workforce Housing Parcels are not responsible for Association Assessments. The Owners of such Blocks are only responsible for the costs of maintaining their own Block. As a result, the Workforce Housing Blocks F & G will not be assigned a percentage of common interest.

Percentage Shares of Assessments. Subject to the terms above, the Assessments for the Common Expenses shall be initially assessed to the Condominium Regimes and the Blocks based on the following percentages of common interest:

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

PHASE I

BLOCK	% COMMON INTEREST
H	17.0%
H Retail	0.25%
I	20.0%
E	9.0%
F (Workforce)	NONE
G (Workforce)	NONE
A	33.0%.
B	16.0%
D	2.25%
J	2.0%
Restaurant	0.5%

The sum due the Association from each individual Block Owner shall constitute a Common Expense of the Board of Directors and unpaid Common Expenses shall constitute liens on the individual Blocks and the personal obligation of the Block Owner subject to foreclosure.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

VI. SCHEDULE A
THE BEACON AT GARVIES POINT CONDOMINIUM
Schedule of Offering Prices and Individual Unit Expenses for the First Full year of Operation
For the period of July 1, 2019 thourgh June 30, 2020

UNIT	NUMBER OF BEDROOMS/ BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/ BALCONY SQUARE FOOTAGE	OFFERING PRICE	CONDOMINIUM % OF COMMON INTEREST	EST. ANNUAL CONDOMINIUM COMMON CHARGES	EST. MONTHLY CONDOMINIUM COMMON CHARGES	EST. ANNUAL REAL ESTATE TAXES	EST. MONTHLY REAL ESTATE TAXES	EST. TOTAL ANNUAL CARRYING COSTS	EST. TOTAL MONTHLY CARRYING COSTS
1001	1 / 1	906	528	$ 750,000	0.4188%	$ 9,225	$ 769	$ 14,364	$ 1,197	$ 23,589	$ 1,966
1003	1 / 1	1,018	434	$ 800,000	0.4545%	$ 10,011	$ 834	$ 15,588	$ 1,299	$ 25,599	$ 2,133
1004	1 / 1	913	90	$ 850,000	0.3774%	$ 8,313	$ 693	$ 12,944	$ 1,079	$ 21,257	$ 1,771
1005	2 / 2.5	1,471	1,053	$ 975,000	0.6997%	$ 15,412	$ 1,284	$ 23,998	$ 2,000	$ 39,410	$ 3,284
1006	3 / 3	1,914	108	$ 1,900,000	0.7831%	$ 17,249	$ 1,437	$ 26,858	$ 2,238	$ 44,107	$ 3,676
1007	2 / 2	1,283	1,366	$ 1,050,000	0.6554%	$ 14,436	$ 1,203	$ 22,479	$ 1,873	$ 36,915	$ 3,076
1008	2 / 2	1,436	108	$ 1,350,000	0.5902%	$ 13,000	$ 1,083	$ 20,242	$ 1,687	$ 33,242	$ 2,770
1009	2 / 2	1,573	1,366	$ 1,350,000	0.7724%	$ 17,013	$ 1,418	$ 26,491	$ 2,208	$ 43,504	$ 3,625
1010	3 / 3	2,052	180	$ 2,125,000	0.8459%	$ 18,632	$ 1,553	$ 29,012	$ 2,418	$ 47,644	$ 3,970
1011	1 / 1	906	528	$ 750,000	0.4188%	$ 9,225	$ 769	$ 14,364	$ 1,197	$ 23,589	$ 1,966
1012	1 / 1.5	1,052	40	$ 575,000	0.4285%	$ 9,438	$ 787	$ 14,697	$ 1,225	$ 24,135	$ 2,011
1013	1 / 1	1,018	435	$ 800,000	0.4546%	$ 10,013	$ 834	$ 15,592	$ 1,299	$ 25,605	$ 2,134
1014	1 / 1.5	1,040	40	$ 575,000	0.4236%	$ 9,331	$ 778	$ 14,528	$ 1,211	$ 23,859	$ 1,988
1015	2 / 2.5	1,471	1,053	$ 975,000	0.6997%	$ 15,412	$ 1,284	$ 23,998	$ 2,000	$ 39,410	$ 3,284
1016	2 / 2	1,362	0	$ 725,000	0.5495%	$ 12,104	$ 1,009	$ 18,847	$ 1,571	$ 30,951	$ 2,579
1017	2 / 2.5	1,460	1,366	$ 950,000	0.7268%	$ 16,009	$ 1,334	$ 24,928	$ 2,077	$ 40,937	$ 3,411
1018	2 / 2	1,300	108	$ 750,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1019	2 / 2	1,577	1,366	$ 1,350,000	0.7740%	$ 17,049	$ 1,421	$ 26,546	$ 2,212	$ 43,595	$ 3,633
1020	2 / 2	1,300	108	$ 750,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1022	2 / 2	1,259	108	$ 725,000	0.5188%	$ 11,427	$ 952	$ 17,794	$ 1,483	$ 29,221	$ 2,435
1024	3 / 3	1,919	180	$ 1,350,000	0.7924%	$ 17,454	$ 1,455	$ 27,177	$ 2,265	$ 44,631	$ 3,719
1025	2 / 2	1,296	0	$ 675,000	0.5229%	$ 11,518	$ 960	$ 17,934	$ 1,495	$ 29,452	$ 2,454
1029	2 / 2	1,296	0	$ 675,000	0.5229%	$ 11,518	$ 960	$ 17,934	$ 1,495	$ 29,452	$ 2,454
1031	2 / 2.5	1,460	72	$ 900,000	0.5963%	$ 13,135	$ 1,095	$ 20,452	$ 1,704	$ 33,587	$ 2,799
1033	2 / 2	1,283	72	$ 850,000	0.5249%	$ 11,562	$ 964	$ 18,003	$ 1,500	$ 29,565	$ 2,464
1035	2 / 2	1,568	56	$ 1,200,000	0.6382%	$ 14,057	$ 1,171	$ 21,889	$ 1,824	$ 35,946	$ 2,996
1036	3 / 3	1,986	816	$ 2,275,000	0.8834%	$ 19,458	$ 1,622	$ 30,299	$ 2,525	$ 49,757	$ 4,146
1037	2 / 2.5	1,460	72	$ 900,000	0.5963%	$ 13,135	$ 1,095	$ 20,452	$ 1,704	$ 33,587	$ 2,799
1038	1 / 1.5	1,198	40	$ 575,000	0.4874%	$ 10,736	$ 895	$ 16,717	$ 1,393	$ 27,453	$ 2,288
1039	1 / 1.5	1,048	72	$ 650,000	0.4301%	$ 9,474	$ 790	$ 14,751	$ 1,229	$ 24,225	$ 2,019
1040	1 / 1.5	1,140	40	$ 575,000	0.4640%	$ 10,220	$ 852	$ 15,914	$ 1,326	$ 26,134	$ 2,178
1041	2 / 2.5	1,471	625	$ 975,000	0.6565%	$ 14,461	$ 1,205	$ 22,516	$ 1,876	$ 36,977	$ 3,081
1042	2 / 2	1,406	0	$ 725,000	0.5672%	$ 12,494	$ 1,041	$ 19,454	$ 1,621	$ 31,948	$ 2,662
1043	1 / 1.5	1,040	520	$ 775,000	0.4720%	$ 10,397	$ 866	$ 16,188	$ 1,349	$ 26,585	$ 2,215
1044	2 / 2	1,300	108	$ 750,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1045	1 / 1	1,119	472	$ 800,000	0.4991%	$ 10,994	$ 916	$ 17,118	$ 1,427	$ 28,112	$ 2,343
1046	2 / 2	1,300	108	$ 750,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1048	3 / 3	1,741	108	$ 1,250,000	0.7133%	$ 15,712	$ 1,309	$ 24,464	$ 2,039	$ 40,176	$ 3,348
1101	3 / 3	1,924	108	$ 1,450,000	0.7871%	$ 17,337	$ 1,445	$ 26,996	$ 2,250	$ 44,333	$ 3,694

VI. SCHEDULE A
THE BEACON AT GARVIES POINT CONDOMINIUM
Schedule of Offering Prices and Individual Unit Expenses for the First Full year of Operation
For the period of July 1, 2019 thourgh June 30, 2020

UNIT	NUMBER OF BEDROOMS/ BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/ BALCONY SQUARE FOOTAGE	OFFERING PRICE	CONDOMINIUM % OF COMMON INTEREST	EST. ANNUAL CONDOMINIUM COMMON CHARGES	EST. MONTHLY CONDOMINIUM COMMON CHARGES	EST. ANNUAL REAL ESTATE TAXES	EST. MONTHLY REAL ESTATE TAXES	EST. TOTAL ANNUAL CARRYING COSTS	EST. TOTAL MONTHLY CARRYING COSTS
1102	2 / 2.5	1,468	72	$ 1,250,000	0.5995%	$ 13,205	$ 1,100	$ 20,561	$ 1,713	$ 33,766	$ 2,814
1104	3 / 3	1,922	90	$ 2,000,000	0.7845%	$ 17,280	$ 1,440	$ 26,906	$ 2,242	$ 44,186	$ 3,682
1105	2 / 2.5	1,471	72	$ 800,000	0.6007%	$ 13,231	$ 1,103	$ 20,603	$ 1,717	$ 33,834	$ 2,820
1106	3 / 3	1,914	108	$ 1,950,000	0.7831%	$ 17,249	$ 1,437	$ 26,858	$ 2,238	$ 44,107	$ 3,676
1107	2 / 2	1,283	72	$ 875,000	0.5249%	$ 11,562	$ 964	$ 18,003	$ 1,500	$ 29,565	$ 2,464
1108	2 / 2	1,436	108	$ 1,350,000	0.5902%	$ 13,000	$ 1,083	$ 20,242	$ 1,687	$ 33,242	$ 2,770
1109	2 / 2	1,573	72	$ 1,200,000	0.6419%	$ 14,139	$ 1,178	$ 22,016	$ 1,835	$ 36,155	$ 3,013
1110	3 / 3	2,052	180	$ 2,150,000	0.8460%	$ 18,635	$ 1,553	$ 29,016	$ 2,418	$ 47,651	$ 3,971
1111	3 / 3	1,924	108	$ 1,450,000	0.7871%	$ 17,337	$ 1,445	$ 26,996	$ 2,250	$ 44,333	$ 3,694
1112	1 / 1.5	1,052	40	$ 600,000	0.4285%	$ 9,438	$ 787	$ 14,697	$ 1,225	$ 24,135	$ 2,011
1114	1 / 1.5	1,040	40	$ 600,000	0.4236%	$ 9,331	$ 778	$ 14,528	$ 1,211	$ 23,859	$ 1,988
1115	2 / 2.5	1,471	72	$ 800,000	0.6007%	$ 13,231	$ 1,103	$ 20,603	$ 1,717	$ 33,834	$ 2,820
1116	2 / 2	1,362	0	$ 750,000	0.5495%	$ 12,104	$ 1,009	$ 18,847	$ 1,571	$ 30,951	$ 2,579
1117	2 / 2.5	1,460	72	$ 900,000	0.5963%	$ 13,135	$ 1,095	$ 20,452	$ 1,704	$ 33,587	$ 2,799
1118	2 / 2	1,300	108	$ 775,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1119	2 / 2	1,577	72	$ 1,200,000	0.6435%	$ 14,174	$ 1,181	$ 22,071	$ 1,839	$ 36,245	$ 3,020
1120	2 / 2	1,300	108	$ 775,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1122	2 / 2	1,259	108	$ 750,000	0.5188%	$ 11,427	$ 952	$ 17,794	$ 1,483	$ 29,221	$ 2,435
1124	3 / 3	1,919	180	$ 1,375,000	0.7924%	$ 17,454	$ 1,455	$ 27,177	$ 2,265	$ 44,631	$ 3,719
1125	2 / 2	1,288	0	$ 700,000	0.5196%	$ 11,445	$ 954	$ 17,821	$ 1,485	$ 29,266	$ 2,439
1126	2 / 2.5	1,536	0	$ 1,350,000	0.6197%	$ 13,650	$ 1,138	$ 21,254	$ 1,771	$ 34,904	$ 2,909
1127	2 / 2	1,364	0	$ 700,000	0.5503%	$ 12,121	$ 1,010	$ 18,874	$ 1,573	$ 30,995	$ 2,583
1128	1 / 1.5	1,116	0	$ 900,000	0.4502%	$ 9,916	$ 826	$ 15,441	$ 1,287	$ 25,357	$ 2,113
1129	2 / 2	1,288	0	$ 700,000	0.5196%	$ 11,445	$ 954	$ 17,821	$ 1,485	$ 29,266	$ 2,439
1130	2 / 2.5	1,528	0	$ 1,350,000	0.6165%	$ 13,579	$ 1,132	$ 21,144	$ 1,762	$ 34,723	$ 2,894
1131	2 / 2.5	1,460	72	$ 925,000	0.5963%	$ 13,135	$ 1,095	$ 20,452	$ 1,704	$ 33,587	$ 2,799
1132	2 / 2	1,347	0	$ 825,000	0.5434%	$ 11,969	$ 997	$ 18,637	$ 1,553	$ 30,606	$ 2,551
1133	2 / 2	1,283	72	$ 875,000	0.5249%	$ 11,562	$ 964	$ 18,003	$ 1,500	$ 29,565	$ 2,464
1134	2 / 2	1,436	108	$ 1,000,000	0.5902%	$ 13,000	$ 1,083	$ 20,242	$ 1,687	$ 33,242	$ 2,770
1135	2 / 2	1,568	56	$ 1,225,000	0.6382%	$ 14,057	$ 1,171	$ 21,889	$ 1,824	$ 35,946	$ 2,996
1136	3 / 3	1,990	180	$ 2,125,000	0.8209%	$ 18,082	$ 1,507	$ 28,155	$ 2,346	$ 46,237	$ 3,853
1137	2 / 2.5	1,460	72	$ 925,000	0.5963%	$ 13,135	$ 1,095	$ 20,452	$ 1,704	$ 33,587	$ 2,799
1138	1 / 1.5	1,198	40	$ 600,000	0.4874%	$ 10,736	$ 895	$ 16,717	$ 1,393	$ 27,453	$ 2,288
1139	1 / 1.5	1,048	72	$ 675,000	0.4301%	$ 9,474	$ 790	$ 14,751	$ 1,229	$ 24,225	$ 2,019
1140	1 / 1.5	1,140	40	$ 600,000	0.4640%	$ 10,220	$ 852	$ 15,914	$ 1,326	$ 26,134	$ 2,178
1141	2 / 2.5	1,471	72	$ 925,000	0.6007%	$ 13,231	$ 1,103	$ 20,603	$ 1,717	$ 33,834	$ 2,820
1142	2 / 2	1,406	0	$ 750,000	0.5672%	$ 12,494	$ 1,041	$ 19,454	$ 1,621	$ 31,948	$ 2,662
1143	1 / 1.5	1,040	72	$ 675,000	0.4268%	$ 9,401	$ 783	$ 14,638	$ 1,220	$ 24,039	$ 2,003
1144	2 / 2	1,300	108	$ 775,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513

VI. SCHEDULE A
THE BEACON AT GARVIES POINT CONDOMINIUM
Schedule of Offering Prices and Individual Unit Expenses for the First Full year of Operation
For the period of July 1, 2019 thourgh June 30, 2020

UNIT	NUMBER OF BEDROOMS/ BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/ BALCONY SQUARE FOOTAGE	OFFERING PRICE	CONDOMINIUM % OF COMMON INTEREST	EST. ANNUAL CONDOMINIUM COMMON CHARGES	EST. MONTHLY CONDOMINIUM COMMON CHARGES	EST. ANNUAL REAL ESTATE TAXES	EST. MONTHLY REAL ESTATE TAXES	EST. TOTAL ANNUAL CARRYING COSTS	EST. TOTAL MONTHLY CARRYING COSTS
1145	1 / 1	1,119	72	$ 700,000	0.4587%	$ 10,104	$ 842	$ 15,732	$ 1,311	$ 25,836	$ 2,153
1146	2 / 2	1,300	108	$ 775,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1148	3 / 3	1,741	108	$ 1,275,000	0.7133%	$ 15,712	$ 1,309	$ 24,464	$ 2,039	$ 40,176	$ 3,348
1201	3 / 3	1,924	108	$ 1,475,000	0.7871%	$ 17,337	$ 1,445	$ 26,996	$ 2,250	$ 44,333	$ 3,694
1202	2 / 2.5	1,468	72	$ 1,300,000	0.5995%	$ 13,205	$ 1,100	$ 20,561	$ 1,713	$ 33,766	$ 2,814
1204	3 / 3	1,922	90	$ 2,050,000	0.7845%	$ 17,280	$ 1,440	$ 26,906	$ 2,242	$ 44,186	$ 3,682
1205	2 / 2.5	1,471	72	$ 825,000	0.6007%	$ 13,231	$ 1,103	$ 20,603	$ 1,717	$ 33,834	$ 2,820
1206	3 / 3	1,914	108	$ 1,975,000	0.7831%	$ 17,249	$ 1,437	$ 26,858	$ 2,238	$ 44,107	$ 3,676
1207	2 / 2	1,283	72	$ 900,000	0.5249%	$ 11,562	$ 964	$ 18,003	$ 1,500	$ 29,565	$ 2,464
1208	2 / 2	1,436	108	$ 1,375,000	0.5902%	$ 13,000	$ 1,083	$ 20,242	$ 1,687	$ 33,242	$ 2,770
1209	2 / 2	1,573	72	$ 1,225,000	0.6419%	$ 14,139	$ 1,178	$ 22,016	$ 1,835	$ 36,155	$ 3,013
1210	3 / 3	2,052	180	$ 2,175,000	0.8459%	$ 18,632	$ 1,553	$ 29,012	$ 2,418	$ 47,644	$ 3,970
1211	3 / 3	1,924	108	$ 1,475,000	0.7871%	$ 17,337	$ 1,445	$ 26,996	$ 2,250	$ 44,333	$ 3,694
1212	1 / 1.5	1,052	40	$ 625,000	0.4285%	$ 9,438	$ 787	$ 14,697	$ 1,225	$ 24,135	$ 2,011
1214	1 / 1.5	1,040	40	$ 625,000	0.4236%	$ 9,331	$ 778	$ 14,528	$ 1,211	$ 23,859	$ 1,988
1215	2 / 2.5	1,471	72	$ 825,000	0.6007%	$ 13,231	$ 1,103	$ 20,603	$ 1,717	$ 33,834	$ 2,820
1216	2 / 2	1,362	0	$ 775,000	0.5495%	$ 12,104	$ 1,009	$ 18,847	$ 1,571	$ 30,951	$ 2,579
1217	2 / 2.5	1,460	72	$ 925,000	0.5963%	$ 13,135	$ 1,095	$ 20,452	$ 1,704	$ 33,587	$ 2,799
1218	2 / 2	1,300	108	$ 800,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1219	2 / 2	1,577	72	$ 1,225,000	0.6435%	$ 14,174	$ 1,181	$ 22,071	$ 1,839	$ 36,245	$ 3,020
1220	2 / 2	1,300	108	$ 800,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1222	2 / 2	1,259	108	$ 775,000	0.5188%	$ 11,427	$ 952	$ 17,794	$ 1,483	$ 29,221	$ 2,435
1224	3 / 3	1,919	180	$ 1,400,000	0.7924%	$ 17,454	$ 1,455	$ 27,177	$ 2,265	$ 44,631	$ 3,719
1225	2 / 2	1,288	0	$ 725,000	0.5196%	$ 11,445	$ 954	$ 17,821	$ 1,485	$ 29,266	$ 2,439
1226	2 / 2.5	1,536	0	$ 1,375,000	0.6197%	$ 13,650	$ 1,138	$ 21,254	$ 1,771	$ 34,904	$ 2,909
1227	2 / 2	1,364	0	$ 725,000	0.5503%	$ 12,121	$ 1,010	$ 18,874	$ 1,573	$ 30,995	$ 2,583
1228	1 / 1.5	1,116	0	$ 925,000	0.4502%	$ 9,916	$ 826	$ 15,441	$ 1,287	$ 25,357	$ 2,113
1229	2 / 2	1,288	0	$ 725,000	0.5196%	$ 11,445	$ 954	$ 17,821	$ 1,485	$ 29,266	$ 2,439
1230	2 / 2.5	1,528	0	$ 1,375,000	0.6165%	$ 13,579	$ 1,132	$ 21,144	$ 1,762	$ 34,723	$ 2,894
1231	2 / 2.5	1,460	72	$ 950,000	0.5963%	$ 13,135	$ 1,095	$ 20,452	$ 1,704	$ 33,587	$ 2,799
1232	2 / 2	1,347	0	$ 850,000	0.5434%	$ 11,969	$ 997	$ 18,637	$ 1,553	$ 30,606	$ 2,551
1233	2 / 2	1,283	72	$ 900,000	0.5249%	$ 11,562	$ 964	$ 18,003	$ 1,500	$ 29,565	$ 2,464
1234	2 / 2	1,436	108	$ 1,050,000	0.5902%	$ 13,000	$ 1,083	$ 20,242	$ 1,687	$ 33,242	$ 2,770
1235	2 / 2	1,568	56	$ 1,250,000	0.6382%	$ 14,057	$ 1,171	$ 21,889	$ 1,824	$ 35,946	$ 2,996
1236	3 / 3	1,990	180	$ 2,150,000	0.8209%	$ 18,082	$ 1,507	$ 28,155	$ 2,346	$ 46,237	$ 3,853
1237	2 / 2.5	1,460	72	$ 950,000	0.5963%	$ 13,135	$ 1,095	$ 20,452	$ 1,704	$ 33,587	$ 2,799
1238	1 / 1.5	1,198	40	$ 625,000	0.4874%	$ 10,736	$ 895	$ 16,717	$ 1,393	$ 27,453	$ 2,288
1239	1 / 1.5	1,048	72	$ 700,000	0.4301%	$ 9,474	$ 790	$ 14,751	$ 1,229	$ 24,225	$ 2,019
1240	1 / 1.5	1,140	40	$ 625,000	0.4640%	$ 10,220	$ 852	$ 15,914	$ 1,326	$ 26,134	$ 2,178

VI. SCHEDULE A

THE BEACON AT GARVIES POINT CONDOMINIUM

Schedule of Offering Prices and Individual Unit Expenses for the First Full year of Operation

For the period of July 1, 2019 thourgh June 30, 2020

UNIT	NUMBER OF BEDROOMS/ BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/ BALCONY SQUARE FOOTAGE	OFFERING PRICE	CONDOMINIUM % OF COMMON INTEREST	EST. ANNUAL CONDOMINIUM COMMON CHARGES	EST. MONTHLY CONDOMINIUM COMMON CHARGES	EST. ANNUAL REAL ESTATE TAXES	EST. MONTHLY REAL ESTATE TAXES	EST. TOTAL ANNUAL CARRYING COSTS	EST. TOTAL MONTHLY CARRYING COSTS
1241	2 / 2.5	1,471	72	$ 950,000	0.6007%	$ 13,231	$ 1,103	$ 20,603	$ 1,717	$ 33,834	$ 2,820
1242	2 / 2	1,406	0	$ 775,000	0.5672%	$ 12,494	$ 1,041	$ 19,454	$ 1,621	$ 31,948	$ 2,662
1243	1 / 1.5	1,040	72	$ 700,000	0.4268%	$ 9,401	$ 783	$ 14,638	$ 1,220	$ 24,039	$ 2,003
1244	2 / 2	1,300	108	$ 800,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1245	1 / 1	1,119	72	$ 725,000	0.4587%	$ 10,104	$ 842	$ 15,732	$ 1,311	$ 25,836	$ 2,153
1246	2 / 2	1,300	108	$ 800,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1248	3 / 3	1,741	108	$ 1,300,000	0.7133%	$ 15,712	$ 1,309	$ 24,464	$ 2,039	$ 40,176	$ 3,348
1301	3 / 3	1,924	993	$ 1,700,000	0.8763%	$ 19,303	$ 1,609	$ 30,055	$ 2,505	$ 49,358	$ 4,113
1302	2 / 2.5	1,468	72	$ 1,375,000	0.5995%	$ 13,205	$ 1,100	$ 20,561	$ 1,713	$ 33,766	$ 2,814
1304	3 / 3	1,922	916	$ 2,250,000	0.8677%	$ 19,113	$ 1,593	$ 29,760	$ 2,480	$ 48,873	$ 4,073
1305	2 / 2.5	1,471	579	$ 1,075,000	0.6519%	$ 14,359	$ 1,197	$ 22,359	$ 1,863	$ 36,718	$ 3,060
1306	3 / 3	1,914	993	$ 2,150,000	0.8722%	$ 19,212	$ 1,601	$ 29,914	$ 2,493	$ 49,126	$ 4,094
1307	2 / 2	1,283	72	$ 1,150,000	0.5249%	$ 11,562	$ 964	$ 18,003	$ 1,500	$ 29,565	$ 2,464
1308	2 / 2	1,436	899	$ 1,600,000	0.6700%	$ 14,758	$ 1,230	$ 22,979	$ 1,915	$ 37,737	$ 3,145
1309	2 / 2	1,573	753	$ 1,475,000	0.7106%	$ 15,652	$ 1,304	$ 24,372	$ 2,031	$ 40,024	$ 3,335
1310	3 / 3	2,052	1,506	$ 2,375,000	0.9797%	$ 21,581	$ 1,798	$ 33,602	$ 2,800	$ 55,183	$ 4,599
1311	3 / 3	1,924	993	$ 1,700,000	0.8763%	$ 19,302	$ 1,609	$ 30,055	$ 2,505	$ 49,357	$ 4,113
1312	1 / 1.5	1,052	40	$ 675,000	0.4285%	$ 9,438	$ 787	$ 14,697	$ 1,225	$ 24,135	$ 2,011
1314	1 / 1.5	1,040	40	$ 675,000	0.4236%	$ 9,331	$ 778	$ 14,528	$ 1,211	$ 23,859	$ 1,988
1315	2 / 2.5	1,471	579	$ 1,075,000	0.6519%	$ 14,359	$ 1,197	$ 22,359	$ 1,863	$ 36,718	$ 3,060
1316	2 / 2	1,362	1,055	$ 1,000,000	0.6559%	$ 14,447	$ 1,204	$ 22,496	$ 1,875	$ 36,943	$ 3,079
1317	2 / 2.5	1,460	579	$ 1,150,000	0.6474%	$ 14,260	$ 1,188	$ 22,204	$ 1,850	$ 36,464	$ 3,039
1318	2 / 2	1,300	108	$ 875,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1319	2 / 2	1,577	718	$ 1,475,000	0.7086%	$ 15,608	$ 1,301	$ 24,303	$ 2,025	$ 39,911	$ 3,326
1320	2 / 2	1,300	108	$ 875,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1322	2 / 2	1,259	108	$ 850,000	0.5188%	$ 11,427	$ 952	$ 17,794	$ 1,483	$ 29,221	$ 2,435
1324	3 / 3	1,919	982	$ 1,600,000	0.8731%	$ 19,232	$ 1,603	$ 29,945	$ 2,495	$ 49,177	$ 4,098
1325	2 / 2	1,288	0	$ 800,000	0.5196%	$ 11,445	$ 954	$ 17,821	$ 1,485	$ 29,266	$ 2,439
1326	2 / 2.5	1,536	565	$ 1,600,000	0.6767%	$ 14,905	$ 1,242	$ 23,209	$ 1,934	$ 38,114	$ 3,176
1327	2 / 2	1,364	0	$ 800,000	0.5503%	$ 12,121	$ 1,010	$ 18,874	$ 1,573	$ 30,995	$ 2,583
1328	1 / 1.5	1,116	0	$ 1,000,000	0.4502%	$ 9,916	$ 826	$ 15,441	$ 1,287	$ 25,357	$ 2,113
1329	2 / 2	1,288	0	$ 800,000	0.5196%	$ 11,445	$ 954	$ 17,821	$ 1,485	$ 29,266	$ 2,439
1330	2 / 2.5	1,528	565	$ 1,600,000	0.6734%	$ 14,833	$ 1,236	$ 23,096	$ 1,925	$ 37,929	$ 3,161
1331	2 / 2.5	1,460	579	$ 1,150,000	0.6474%	$ 14,260	$ 1,188	$ 22,204	$ 1,850	$ 36,464	$ 3,039
1332	2 / 2	1,347	0	$ 925,000	0.5434%	$ 11,969	$ 997	$ 18,637	$ 1,553	$ 30,606	$ 2,551
1333	2 / 2	1,283	72	$ 950,000	0.5249%	$ 11,562	$ 964	$ 18,003	$ 1,500	$ 29,565	$ 2,464
1334	2 / 2	1,436	896	$ 1,200,000	0.6697%	$ 14,751	$ 1,229	$ 22,969	$ 1,914	$ 37,720	$ 3,143
1335	2 / 2	1,568	703	$ 1,450,000	0.7035%	$ 15,496	$ 1,291	$ 24,128	$ 2,011	$ 39,624	$ 3,302
1336	3 / 3	1,990	1,467	$ 2,375,000	0.9507%	$ 20,942	$ 1,745	$ 32,607	$ 2,717	$ 53,549	$ 4,462

VI. SCHEDULE A
THE BEACON AT GARVIES POINT CONDOMINIUM
Schedule of Offering Prices and Individual Unit Expenses for the First Full year of Operation
For the period of July 1, 2019 thourgh June 30, 2020

UNIT	NUMBER OF BEDROOMS/ BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/ BALCONY SQUARE FOOTAGE	OFFERING PRICE	CONDOMINIUM % OF COMMON INTEREST	EST. ANNUAL CONDOMINIUM COMMON CHARGES	EST. MONTHLY CONDOMINIUM COMMON CHARGES	EST. ANNUAL REAL ESTATE TAXES	EST. MONTHLY REAL ESTATE TAXES	EST. TOTAL ANNUAL CARRYING COSTS	EST. TOTAL MONTHLY CARRYING COSTS
1337	2 / 2.5	1,460	579	$ 1,150,000	0.6474%	$ 14,260	$ 1,188	$ 22,204	$ 1,850	$ 36,464	$ 3,039
1338	1 / 1.5	1,198	40	$ 700,000	0.4874%	$ 10,736	$ 895	$ 16,717	$ 1,393	$ 27,453	$ 2,288
1339	1 / 1.5	1,048	72	$ 750,000	0.4301%	$ 9,474	$ 790	$ 14,751	$ 1,229	$ 24,225	$ 2,019
1340	1 / 1.5	1,140	40	$ 700,000	0.4640%	$ 10,220	$ 852	$ 15,914	$ 1,326	$ 26,134	$ 2,178
1341	2 / 2.5	1,471	579	$ 1,175,000	0.6519%	$ 14,359	$ 1,197	$ 22,359	$ 1,863	$ 36,718	$ 3,060
1342	2 / 2	1,406	1,055	$ 1,000,000	0.6736%	$ 14,837	$ 1,236	$ 23,103	$ 1,925	$ 37,940	$ 3,162
1343	1 / 1.5	1,040	72	$ 725,000	0.4268%	$ 9,401	$ 783	$ 14,638	$ 1,220	$ 24,039	$ 2,003
1344	2 / 2	1,300	108	$ 875,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1345	1 / 1	1,119	72	$ 750,000	0.4587%	$ 10,104	$ 842	$ 15,732	$ 1,311	$ 25,836	$ 2,153
1346	2 / 2	1,300	108	$ 875,000	0.5354%	$ 11,793	$ 983	$ 18,363	$ 1,530	$ 30,156	$ 2,513
1348	3 / 3	1,741	1,005	$ 1,500,000	0.8037%	$ 17,703	$ 1,475	$ 27,565	$ 2,297	$ 45,268	$ 3,772
Building Totals		237,744	40,500	$ 178,525,000	100.0000%	$ 2,202,671	$ 183,573	$ 3,429,763	$ 285,810	$ 5,632,434	$ 469,374

Storage Cage 1	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 2	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 3	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 4	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 5	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 6	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 7	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 8	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 9	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 10	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 11	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 12	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 13	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 14	n/a	27	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 15	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 16	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 17	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 18	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 19	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 20	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 21	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 22	n/a	27	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 23	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 24	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 25	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a

VI. SCHEDULE A
THE BEACON AT GARVIES POINT CONDOMINIUM
Schedule of Offering Prices and Individual Unit Expenses for the First Full year of Operation
For the period of July 1, 2019 thourgh June 30, 2020

UNIT	NUMBER OF BEDROOMS/ BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/ BALCONY SQUARE FOOTAGE	OFFERING PRICE	CONDOMINIUM % OF COMMON INTEREST	EST. ANNUAL CONDOMINIUM COMMON CHARGES	EST. MONTHLY CONDOMINIUM COMMON CHARGES	EST. ANNUAL REAL ESTATE TAXES	EST. MONTHLY REAL ESTATE TAXES	EST. TOTAL ANNUAL CARRYING COSTS	EST. TOTAL MONTHLY CARRYING COSTS
Storage Cage 26	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 27	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 28	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 29	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 30	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 31	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 32	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 33	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 34	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 35	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 36	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 37	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 38	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 39	n/a	57	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 40	n/a	57	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 41	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 42	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 43	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 44	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 45	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 46	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 47	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 48	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 49	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 50	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 51	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 52	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 53	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 54	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 55	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 56	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 57	n/a	27	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 58	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 59	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 60	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 61	n/a	49	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 62	n/a	60	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 63	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 64	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a

VI. SCHEDULE A
THE BEACON AT GARVIES POINT CONDOMINIUM
Schedule of Offering Prices and Individual Unit Expenses for the First Full year of Operation
For the period of July 1, 2019 thourgh June 30, 2020

UNIT	NUMBER OF BEDROOMS/ BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/ BALCONY SQUARE FOOTAGE	OFFERING PRICE	CONDOMINIUM % OF COMMON INTEREST	EST. ANNUAL CONDOMINIUM COMMON CHARGES	EST. MONTHLY CONDOMINIUM COMMON CHARGES	EST. ANNUAL REAL ESTATE TAXES	EST. MONTHLY REAL ESTATE TAXES	EST. TOTAL ANNUAL CARRYING COSTS	EST. TOTAL MONTHLY CARRYING COSTS
Storage Cage 65	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 66	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 67	n/a	60	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 68	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 69	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 70	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 71	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 72	n/a	27	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 73	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 74	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 75	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 76	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 77	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 78	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 79	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 80	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 81	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 82	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 83	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 84	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 85	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 86	n/a	34	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 87	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 88	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 89	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 90	n/a	56	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 91	n/a	53	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 92	n/a	34	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 93	n/a	44	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 94	n/a	44	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 95	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 96	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 97	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 98	n/a	57	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 99	n/a	57	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 100	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 101	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 102	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 103	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a

VI. SCHEDULE A
THE BEACON AT GARVIES POINT CONDOMINIUM
Schedule of Offering Prices and Individual Unit Expenses for the First Full year of Operation
For the period of July 1, 2019 thourgh June 30, 2020

UNIT	NUMBER OF BEDROOMS/ BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/ BALCONY SQUARE FOOTAGE	OFFERING PRICE	CONDOMINIUM % OF COMMON INTEREST	EST. ANNUAL CONDOMINIUM COMMON CHARGES	EST. MONTHLY CONDOMINIUM COMMON CHARGES	EST. ANNUAL REAL ESTATE TAXES	EST. MONTHLY REAL ESTATE TAXES	EST. TOTAL ANNUAL CARRYING COSTS	EST. TOTAL MONTHLY CARRYING COSTS
Storage Cage 104	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 105	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 106	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 107	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 108	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 109	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 110	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 111	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 112	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 113	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 114	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 115	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 116	n/a	27	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 117	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 118	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 119	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 120	n/a	49	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 121	n/a	60	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 122	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 123	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 124	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 125	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 126	n/a	60	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 127	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 128	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 129	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 130	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 131	n/a	27	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 132	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 133	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 134	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 135	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 136	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 137	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 138	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 139	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 140	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 141	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 142	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a

VI. SCHEDULE A

THE BEACON AT GARVIES POINT CONDOMINIUM

Schedule of Offering Prices and Individual Unit Expenses for the First Full year of Operation

For the period of July 1, 2019 thourgh June 30, 2020

UNIT	NUMBER OF BEDROOMS/ BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/ BALCONY SQUARE FOOTAGE	OFFERING PRICE	CONDOMINIUM % OF COMMON INTEREST	EST. ANNUAL CONDOMINIUM COMMON CHARGES	EST. MONTHLY CONDOMINIUM COMMON CHARGES	EST. ANNUAL REAL ESTATE TAXES	EST. MONTHLY REAL ESTATE TAXES	EST. TOTAL ANNUAL CARRYING COSTS	EST. TOTAL MONTHLY CARRYING COSTS
Storage Cage 143	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 144	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 145	n/a	34	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 146	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 147	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 148	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 149	n/a	56	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 150	n/a	53	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 151	n/a	34	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 152	n/a	44	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 153	n/a	44	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 154	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 155	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 156	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 157	n/a	57	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 158	n/a	57	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 159	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 160	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 161	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 162	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 163	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 164	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 165	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 166	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 167	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 168	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 169	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 170	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 171	n/a	22	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 172	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 173	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 174	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 175	n/a	27	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 176	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 177	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 178	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 179	n/a	49	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 180	n/a	60	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 181	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a

VI. SCHEDULE A
THE BEACON AT GARVIES POINT CONDOMINIUM
Schedule of Offering Prices and Individual Unit Expenses for the First Full year of Operation
For the period of July 1, 2019 thourgh June 30, 2020

UNIT	NUMBER OF BEDROOMS/ BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/ BALCONY SQUARE FOOTAGE	OFFERING PRICE	CONDOMINIUM % OF COMMON INTEREST	EST. ANNUAL CONDOMINIUM COMMON CHARGES	EST. MONTHLY CONDOMINIUM COMMON CHARGES	EST. ANNUAL REAL ESTATE TAXES	EST. MONTHLY REAL ESTATE TAXES	EST. TOTAL ANNUAL CARRYING COSTS	EST. TOTAL MONTHLY CARRYING COSTS
Storage Cage 182	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 183	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 184	n/a	33	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 185	n/a	60	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 186	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 187	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 188	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 189	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 190	n/a	27	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 191	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 192	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 193	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 194	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 195	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 196	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 197	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 198	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 199	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 200	n/a	28	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 201	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 202	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 203	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 204	n/a	34	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 205	n/a	38	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 206	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 207	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 208	n/a	56	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 209	n/a	53	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 210	n/a	34	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 211	n/a	44	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 212	n/a	44	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 213	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 214	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 215	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 216	n/a	57	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 217	n/a	57	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 218	n/a	37	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 219	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Storage Cage 220	n/a	43	n/a	$ 20,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a

VI. SCHEDULE A
THE BEACON AT GARVIES POINT CONDOMINIUM
Schedule of Offering Prices and Individual Unit Expenses for the First Full year of Operation
For the period of July 1, 2019 thourgh June 30, 2020

UNIT	NUMBER OF BEDROOMS/ BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/ BALCONY SQUARE FOOTAGE	OFFERING PRICE	CONDOMINIUM % OF COMMON INTEREST	EST. ANNUAL CONDOMINIUM COMMON CHARGES	EST. MONTHLY CONDOMINIUM COMMON CHARGES	EST. ANNUAL REAL ESTATE TAXES	EST. MONTHLY REAL ESTATE TAXES	EST. TOTAL ANNUAL CARRYING COSTS	EST. TOTAL MONTHLY CARRYING COSTS
Storage Cage Totals		7,470		$ 4,400,000							
Parking Space (# to be assigned)	n/a	n/a	n/a	$ 50,000.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Parking Space (# to be assigned)	n/a	n/a	n/a	$ 50,000.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Parking Space (# to be assigned)	n/a	n/a	n/a	$ 50,000.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Parking Totals				$ 150,000.00							

FOOTNOTES TO SCHEDULE A

1. Purchasers should refer to the floor plans in Schedule G-2 of Part II of the Plan for details of each type of Residential Unit. The approximate floor area of each Residential Unit consists of the area measured horizontally from the exterior side of the exterior wall (columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits are not deducted from measurement of each Residential Unit) to the centerline of the partitions separating one Residential Unit from another Residential Unit, or separating one Residential Unit from corridors, stairs and other mechanical equipment spaces or any Common Elements not within a unit or to the exterior side of the opposite exterior walls. Each Residential Unit is measured vertically from the top of the concrete floor slab to the underside of the finished ceiling. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual living area comprising the Residential Unit is less than the area listed in Schedule A. The areas displayed in Schedule A consist of habitable and uninhabitable space. The uninhabitable space consists of a balcony or terrace as shown on Schedule A. This space may not be legally used as a bedroom or living room and that to do so may result in a building code violation being issued for the Building.

2. The Percentage of 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 to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and overall dimensions of the particular Unit. Said method of determining the Percentage of Common Interest in a condominium complies with and is pursuant to Section 339-i(1) (iv) of the Real Property Law of the State of New York. This Percentage of Common Interest determines the amount each of said Unit Owners will pay for their Common Charges, subject to the provisions of Section 339-m of the Real Property Law of the State of New York. Based upon final specifications, construction conditions and/or "as-built" Plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of the Percentage of Common Interest may justify a minor increase or decrease in the aggregate of the Percentage of Common Interest appurtenant to Units. In such event, the Percentage of Common Interest appurtenant to each individual Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect such a change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Percentage of Common Interest of any Unit be increased or decreased as a result of any of the foregoing a material amount without the written consent of any Purchaser in contract for a Unit affected.

3. No change in the sales prices will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Plan at

any time during the Offering where a reduction in sales price does not constitute a general offering but is rather the result of an individually negotiated Unit purchase. See Section XI of the Offering Plan as to other terms of the offering which are negotiable. See Section XVI of the Offering Plan for estimated Closing Costs and Adjustments, which costs are in addition to the sale prices set forth herein.

4. Common Charges have been estimated by the Sponsor and include fire and liability insurance for the Units and Common Elements and maintenance and operation of the General Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, as necessary. Common Charges exclude repair and decoration to the inside of a Unit, and insurance for personal belongings. The cost of the electricity and heating of a Unit is the individual responsibility of each Unit owner. See Schedule C for estimated heating and electrical costs for the Units.

5. Unit Owners in the Condominium will make PILOT payments to the Trustee designated by GCIDA rather than real estate taxes directly to the municipal tax jurisdictions as provided in the Master Tax Agreement set forth as Schedule Q in Part II of this Plan. See Special Risk Factor 2 at page iv for details.

   Each Unit will be given a separate tax lot designation.

   After the Condominium is divided into individual tax lots, each Unit will make a payment in lieu of taxes ("PILOT") and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of a PILOT on other Units. In addition, in the opinion of Sponsor's counsel Harris, Beach PLLC, pursuant to the provisions of the Internal Revenue Code of 1986 real estate taxes including, PILOT payments made by a Unit Owner which are assessed against their Unit are a proper deduction in connection with Federal and State Income Taxes payable by such Unit Owner.

   Any projected tax deduction (where applicable) may vary in future years due to changes in the interest rate on the Unit Owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal, or due to changes in the PILOT resulting from changes in the assessed value, the tax rate or the method of assessing real property.

   See Special Risk Factor 2, Section XXII for a full discussion of the PILOT applicable to the Units and Section XXIV for the complete Opinion of Counsel.

6. The Sponsor is not offering and has not procured mortgage financing. As a result, the projected monthly carrying charges for financing have not been included in Schedule A. In the event a Purchaser obtains a mortgage, a Purchaser's monthly carrying charges will increase. Any Purchaser who applies for a mortgage from a lending institution should check with that institution as to

the monthly mortgage costs as well as any Closing Costs that the Purchaser will be obligated to pay the lending institution.

In the event a Purchaser of a Residential Unit obtains a mortgage, the interest payable on the mortgage will be deductible for income tax purposes provided the Residential Unit will be the Purchaser's principal residence or one (1) other residence selected pursuant to the Internal Revenue Code. See Section XXIII.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

VII. SCHEDULE B

THE BEACON AT GARVIES POINT

Garvies Point
Glen Cove, NY
Projected Budget for the Projected First Year of Condominium Operation (See Note 1)
July 1, 2019 to June 30, 2020

ESTIMATED INCOME

Common Charges – Residential Units (Note 2)	$ 2,202,671
Total Estimated Common Charges	$ 2,202,671

ESTIMATED EXPENSES (Note 3)

Payroll and Related Expenses (Note 4)	$ 1,098,467
Gas (Common Area Heat & Hot Water (Note 5)	$ 12,244
Electricity (Note 6)	$ 88,607
Water and Sewer Charges (Note 7)	$ 62,952
Repairs and Maintenance (Note 8)	$ 86,000
Service Contracts (Note 9)	$ 226,500
Insurance (Note 10)	$ 166,406
Management Fee (Note 11)	$ 65,000
Master Association Shared Expenses (Note 12)	$ 304,495
Administration (Note 13)	$ 20,000
Other Expenses (Note 14)	$ 22,000
Contingencies (Note 15)	$ 50,000
Total (Note 17)	$ 2,202,671

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

FOOTNOTES TO SCHEDULE B

(1) Projected First Year of Condominium Operation

Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from July 1, 2019 to June 30, 2020. The Projected First Closing Date is the commencement of the First Year of Condominium Operation (i.e. July 1, 2019). 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 Option 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 an Option 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 only to the extent they have been expended or have been ordered and Sponsor is obligated to pay for such work.

(2) Common Charges

These amounts represent the total Common Charges to be levied against, and collected from, the Residential Unit Owners during the anticipated First Year of Condominium Operation. The Common Charges will be utilized by the Condominium Board to defray the operational expenses of the Condominium. Except as otherwise set forth herein, the Common Charges have been allocated between the Residential Unit Owners based on anticipated usage and benefits derived by such Unit Owners, respectively, and between and among the Unit Owners on the basis of percentage of Common Interest allocated to

each Unit.

(3) **Estimated Expenses**

Common Charges include the costs and expenses in connection with the maintenance and operation of, and any alteration to, the Common Elements and the provision of services to all Unit Owners in general, such as service contracts applicable to the Building as a whole, employees who will provide services to the entire Condominium, the Condominium Managing Agent, and insurance coverage for the Common Elements.

(4) **Payroll and Related Expenses: $1,098,467**

The Building staff shall consist of:

Position and Number	Weekly Rate	Total
Full-Time Resident Manager (1) (40 hours per week)	$2,308 X 52	$ 120,000
Full-Time Handyman (2) (40 hours per week)	$880 X 52	$ 91,520
Doorman (2.8) (16 hours per day, 7 days per week)	$800 X 52	$ 116,480
Concierge (4.2) (24 hours per day, 7 days per week.)	$940 X 52	$ 205,296
Porters (5) (40 hour per week)	$800 X 52	$ 208,000
Sub-Total:		**$ 741,296**
Overtime	5% of Base Wages	$ 37,065
Vacation, Sick & Holiday	11% of Base Wages	$ 81,543
Gross Wages:		**$ 859,543**
Health Benefits	Annually -$7,5000 X 15 full time employees	$ 112,500
Payroll Taxes	See Schedule Below	$ 126,064
Total Payroll and Related:		**$ 1,098,467**

There will be a combination of full-time and part-time employees and the Building is classified as Class "A" for the purpose of defining the wage scale. The Building's staff will be non-union and wages will meet state minimum wage laws. The projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert, Total Community Management Corp., in managing comparable buildings. Such level of staffing complies with all applicable housing and labor laws.

The following expenses are mandated by Law for each employee:

FICA Employer	7.65% of Wages	7.65%	$	65,782
NY State Unemployment	(1st $10,300)	4.0%	$	6,219
Federal Unemployment	(1st $7,000)	6.0%	$	6,300
State Disability Insurance	(Yearly)	$31.20	$	468
Workers Compensation	5.5% of Wages	5.5%	$	47,295
		TOTAL	**$ 1,098,467**	

(5) **Gas (Common Area Heat and Hot Water): $12,244**

Based on an estimate dated April 3, 2017 by Cameron Engineering & Associates of New York, PLLC, with offices located at 45 West 36th Street, Third Floor, New York, NY 10018, it is anticipated that gas for heat, hot water for the common areas will be provided to by natural gas and will cost $12,244. This estimate is based on a projected usage of 12,244 Therms of gas per year at an anticipated average cost of $1.00 per Therm. A 5% inflation factor has been added for budgeting purposes.

The Residential Units will be separate metered for their individual gas usage.

(6) **Electricity: $88,307**

Based on an estimate dated April 3, 2017 by Cameron Engineering & Associates of New York, PLLC, with offices located at 45 West 36th Street, Third Floor, New York, NY 10018, it is anticipated that light and power for the Common Elements as well as the mechanical equipment will be approximately 353,226 KW/HR/YR at an annual cost of $0.25 per KW/HR. A 5% inflation factor has been added for budgeting purposes.

The Residential Units will be separately metered.

Electricity (including current necessary to operate HVAC Systems) shall be supplied to all Units through a separate PSEG Long Island meter for each such Unit, and the cost of electricity consumed or used in each such Unit or any Residential Limited Common Elements appurtenant thereto shall be payable directly to PSEG Long Island.

(7) **Water Charges and Sewer Rent: $62,952**

Based on an estimate dated April 3, 2017 by Cameron Engineering & Associates of New York, PLLC, with offices located at 45 West 36th Street, Third Floor, New York, NY 10018, it is anticipated that water and sewer charges for the Residential Units and all Common Elements, will be approximately $62,952 based on a rate of $7.50 per hundred cubic feet of water used. A 5% inflation factor has been added for budgeting purposes.

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

(8) **Repairs and Maintenance: $86,000**

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

Supplies and Hardware	$ 40,000
Plumbing	$ 5,000
Intercom	$ 3,000
Painting	$ 5,000
Electrical	$ 4,000
Window, Lock and Doors	$ 5,000
Elevator Repairs (Not Covered by Contract)	$ 4,000
General Repairs	$ 20,000
Total	**$ 86,000**

This estimate is based on experience of Sponsor's budget expert, Total Community Management Corp., in operating comparable buildings.

(9) **Service Contracts and Supplies: $226,500**

This estimate includes the cost of various services used in or for the Common Elements, including but not limited to elevator service, fire systems and window washing.

Elevator Maintenance	$ 36,000
Exterminating	$ 3,000
Fire Extinguishers	$ 1,000
Landscaping	$ 55,000
Flowers	$ 12,000
Pool Maintenance	$ 50,000
Fire Alarm (Protection)	$ 5,000
Central Station Monitoring	$ 3,000
Sprinkler	$ 5,000
Generator	$ 12,000
HVAC Common	$ 15,000
Telephone/Internet	$ 10,000
Uniforms	$ 12,000
Soil Vapor Mitigation	$ 7,500
Total	**$ 226,500**

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

(10) **Insurance: $166,406**

The insurance premiums are based on a letter dated February 21, 2017 from Robert M. Currey & Associates, Inc., located at One Beacon Street, 22nd Floor, Boston, Massachusetts, 02108. The fire, casualty and general liability are on the terms set therein:

	COVERAGES	LIMITS OF LIABILITY
A.	Property (Building Limit)	$ 80,600,000
	Business Personal Property Limit	$ 50,000
	Loss of Maintenance Fee	$ 2,100,000
	Demolition and Increased Cost	$ 1,000,000
	Flood	$ 25,000,000
	Earthquake	$ 25,000,000
	Deductibles	
	Building, Underground Water & Sewer	$ 10,000
	Earthquake	$ 50,000
	Flood	$ 50,000
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	$ 150,000,000
	Self Insured Retention	$ 10,000
	Included Excess Director's & Officers	

E.	Crime		
	Employee Dishonesty Limit	$	100,000
	Managing Agent's Rider	$	100,000
F.	Boiler and Machinery or Equipment Breakdown	$	80,600,000
G.	Environmental Liability (10 Year Term)	$	10,000,000

The total premium for these various coverages is estimated at $166,406.

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

This coverage does not include claims for personal injury or property damage resulting from occurrences in individual Units or any Common Elements exclusive to such Units, nor does it include coverage of any Unit (as such term is more particularly described in the Plan and the Declaration).

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 Robert M. Currey & Associates, Inc., located at One Beacon Street, 22nd Floor, Boston, Massachusetts, 02108. 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.

(11) Management Fee: $65,000

It is expected that the Condominium Managing Agent will receive an annual fee of $65,000 for the First Year of Condominium Operations. This budgeted amount is based on an estimate received from Sponsor's budget expert, Total Community Management Corp., based on its experience operating comparable buildings. This fee is commercially reasonable and comparable to management fees for buildings of similar size and quality as the Property. Sponsor has not yet entered into a management agreement with a property manager. Reference should be made to the Section of the Plan entitled "Management Agreement" in the Offering Plan for further details of the Management Agreement.

(12) Master Association Share of General Common Expenses: $304,495

A portion of the Common Charges payable by the Unit Owners represents the Building B's allocated portion of Master Association Common Charges assessed by the Master Association Board against Building B in accordance with the Master Association By-Laws. Please refer to Schedule B-2 and the Notes thereto for further details.

(13) Administration: $20,000

Based upon the estimate set forth in a letter dated February 14, 2017 from Berdon Accountants and Advisors located at 360 Madison Avenue, New York, NY 10017, Sponsor has budgeted $11,500 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 $8,500 has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Condominium Board meetings, preparation of Condominium Board minutes and negotiation of minor agreements.

(14) Other Expenses: $22,000

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

Office Expense	$ 1,000
Payroll Processing	$ 7,500

Other professional	$	2,500
License/Fees/Permits	$	1,500
Postage/Messenger/ Copying	$	2,500
General	$	7,000
Total	**$**	**22,000**

(15) **Contingency: $50,000**

This fund may be used at the discretion of the Condominium Board toward unforeseen expenses or other appropriate Condominium expenses. The purpose of the contingency is to provide for unanticipated expenses or unanticipated increases in projected expenses.

(16) **Replacement Reserve $0**

The funds collected under this line item are for deposit into an account established by the Board of Managers 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.

****

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

****

(17) **Total Expenses: $2,202,671**

IN THE OPINION OF TOTAL COMMUNITY MANAGEMENT CORP., 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, 2019. THE FOREGOING BUDGET, 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 THE BUDGET, SINCE THE ANNUAL COMMON CHARGES AND OTHER ITEMS OF INCOME AND EXPENSE MAY VARY FROM AMOUNTS SHOWN IN THE BUDGET BASED ON FACTORS SUCH AS INFLATION, CHANGES IN THE ECONOMY AND UNFORESEEN FACTORS.

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

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

VIII. SCHEDULE B-1

MASTER ASSOCIATION BUDGET

Garvies Point Master Association, Inc.
Glen Cove, New York

Projected Budget for First Year of HOA Operation (See Note 1)
July 1, 2019 through June 30, 2020

ESTIMATED INCOME

Common Charges – Residential Units (Note 2)	$1,903,093.00
Total Estimated Common Charges	$1,903,093.00

ESTIMATED EXPENSES

Payroll and Related Expenses (Note 3)	$0
Utilities (Note 4)	$0
Repairs and Maintenance (Note 5)	$12,600
Service Contracts (Note 6)	$1,093,410
Insurance (Note 7)	$275,693
Management Fee (Note 8)	$100,000
Legal and Audit Fees (Note 9)	$15,000
Other Expenses (Note 10)	$104,500
Contingencies (Note 11)	$47,105
Reserve (Note 12)	$254,785
Total (Note 13)	**$1,903,093**

The Notes to Schedule B-1 below are an integral part of this Schedule and should be read in conjunction herewith.

FOOTNOTES TO SCHEDULE B-1

(1) First Year of Master Association (MA) Operation

The receipts and expenses for the projected First Year of Master Association (MA) Operation. The Maintenance Charges projected herein are based upon estimated expenses for the twelve (12) month period commencing July 1, 2019. The actual First Year of Master Association Operation may begin earlier or later that year.

(2) Assessments

These amounts represent the total Assessments to be levied against and collected from the Owners during the anticipated First Year of MA Operation. The Maintenance Charges will be utilized by the MA Board to defray the operational expenses of the MA. Except as otherwise set forth herein, the Maintenance Charges have been equally allocated between the Owners.

(3) Payroll and Benefits: $ 0

There are no payroll and benefits expenses for the MA.

(4) Utilities: $ 0

There are no utilities expenses for the MA that are not included in service contracts.

(5) Repairs and Maintenance: $12,600

Based on an estimate from BrightView, located at 3670-3 Oceanside Road West Oceanside, NY 11572, Irrigation System Maintenance and Repairs will be $12,600.

(6) Service Contracts: $1,093,410

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

Landscaping Contract (Includes removal and replacement of plant material)	$615,350
Snow Removal	$208,560
Security	$122,320
Engineering (Environmental Monitoring)	$118,340
Storm water filter ("jellyfish") maintenance	$24,000
Pump stations	$4,840
Total	**$1,093,410**

No maintenance or service contracts have been entered into as of the filing date of the MA. The budgeted amounts are based on estimates received from contractors and the experience of Sponsor's budget expert, Total Community Management Corp., in operating comparable projects. While this Schedule A includes a reasonable allowance for possible increases in cost, which may occur prior to and during the First Year of MA Operation, no warranty or guarantee is made that the actual cost for these services or other services will be in accordance with this projection.

(7) Insurance: $275,693

The insurance premiums are based on the letter, dated February 14, 2017, from Robert M. Currey & Associates, Inc., One Beacon Street, 22nd Floor, Boston, Massachusetts 02108 for the Master Property & Liability Insurance.

The HOA shall maintain public liability insurance, which may include officers' and directors' liability coverage to the extent obtainable, covering the Association against liability for any negligent act of commission or omission attributable to them which occurs in the Common Areas. All insurance premiums for such coverage shall be paid for by the Association. The Board of Directors shall maintain the insurance on behalf of the Association.

DESCRIPTION	TIV	Coverage Limits (Prop/Liab)	Deductibles (Prop/Liab)	Est. Ann. Liability Premium	Est. Ann. Property Premium
NEW BUILDINGS AND GROUNDS (Anglers Bldg, Marina Bldgs 1&2, Boat Attendant booth & Restrooms)	$2,520,950	Policy Limit / $151M	$25,000 / First Dollar	$5,994	$3,781
MARINAS	$ 1.891500	Policy Limit / $151M	$25,000 / First Dollar	$75.862	$13,388
CURB AND PATIN (includes esplanade)	$7,571,375	Policy Limit / $151M	$25,000 / First Dollar	$18,003	$2,839
NIISC FURNITURE (inludes dog park furniture)	$458,150	Policy Limit / $151M	$25,000 / First Dollar	$1,089	$11,357
LANDSCAPING - PLANTINGS	$6,031,496	Policy Limit / $151M	$25,000 / First Dollar	$14,342	$687
LICIITINC	$5,813,450	Policy Limit / $151M	$25,000 / First Dollar	$13.823	$9,047
W ETIAN DS	$236.430	Policy Limit / $151M	$25,000 / First Dollar	$562	$8,721)
BOARDWALKS / PIERS	$861,453	Policy Limit / $151M	$25,000 / First Dollar	$2,048	$355
BULK' IEA DS (includes dredging costs)	$11,383,765	Policy Limit / $151M	$25,000 / First Dollar	$27.068	$1,292
RETAINING WALLS	$1.826,045	Policy Limit / $151M	$25,000 / First Dollar	$4.342	$17,076
MISC. (includes playground and gazebo)	$874,921	Policy Limit / $151M	$25,000 / First Dollar	$2,080	$1.312
FENCING	$121,270	Policy Limit / $151M	$25,000 / First Dollar	$288	$1.312
SIGNS	$136,546	Policy Limit / $151M	$25,000 / First Dollar	$325	$205
BLOCK J IMPROVEMENTS (ARTS & CULTURE PARK)	$9,120.613	Policy Limit / $151M	$25,000 / First Dollar	$21.687	$13,681
Total Premiums				$187,514	$88,179
TOTAL CONSTRUCTION COSTS	$48,848,965				

The total premium for these various coverages is estimated at $275,693.

(8) Management Fee: $100,000

This is an estimate based on market rates. The management company has not yet been selected.

The Offering Plan will be amended to disclose the name of the selected management company and final negotiated management fee at a future date.

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

Based upon the estimate set forth in a letter dated February 28, 2017 from Berdon Accountants and Advisors located at 360 Madison Avenue, New York, NY 10017, Sponsor has budgeted $15,000 for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the First Year of MA Operation and Federal, state and city income tax returns.

(10) Other Expenses $104,500

Board and Other Meetings	$2,500
Licenses, Permits and Fees	$2,000
Recreation Event Expenses	$100,000
Total	**$104,500**

(11) Contingency: $47,500

This fund may be used at the discretion of the MA toward unforeseen expenses or other appropriate MA expenses. The purpose of the contingency is to provide for unanticipated expenses or unanticipated increases in projected expenses.

****

The foregoing projected budget may be modified from time to time prior to commencement of and during the First Year of MA 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 MA.

****

(12) Reserve: $254,785

Based on an estimate, dated September 30, 2016, from Kipcon, located at 1215 Livingston Avenue, Suite 200, North Brunswick, New Jersey, 08902, the total annual reserve funding required is $254,785.

(13) Total Expenses: $1,903,093

IN THE OPINION OF TOTAL COMMUNITY MANAGEMENT CORP., THE PROJECTED INCOME IS ADEQUATE TO MEET THE PROJECTED COMMON EXPENSES FOR THE FIRST YEAR OF MA OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE 12-MONTH PERIOD COMMENCING JULY 1, 2019. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL ASSESSMENTS 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 ASSESSMENTS 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 MA upon commencement of MA 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 Assessments or that will be binding on the MA for a period of more than two (2) years.

IX. SCHEDULE C

ESTIMATED ANNUAL UTILITY COSTS

The projected energy costs are based on the projections provided by Cameron Engineering Associates of New York, PLLC, 100 Sunnyside Boulevard, Suite 100, Woodbury, New York 11797 as per their attached letter.

Actual costs may vary depending upon the hours of use, thermostat settings and proper maintenance. These cost figures are estimates and are not intended as guarantees.

In view of the fact that these averages may include the use of energy by persons of varying need with different standards of comfort or with families of different sizes, the amount of energy used by the Purchaser may vary substantially from the average estimates herein provided. In addition, the effect of inflation, fuel shortages and other factors may raise the cost of electricity and gas substantially higher than the current or projected rate.

Although the Sponsor is under obligation to provide accurate information to Prospective Purchasers, factors beyond its control may substantially affect the cost of electricity and gas after the purchase of a Unit or in subsequent years.

CAMERON ENGINEERING
& ASSOCIATES of NEW YORK, PLLC

45 West 36th Street, Third Floor New York, NY 10018 (212) 643-1444
100 Sunnyside Boulevard, Suite 100 Woodbury, NY 11797 (516) 827-4900
303 Old Tarrytown Road, 1st Floor White Plains, NY 10603 (914) 721-8300

Active Member of ACEC New York

Chief Executive Officer
John D. Cameron, Jr., P.E.

Chief Operating Officer
Joseph R. Amato, P.E.

President
Nicholas A. Kondratovich, P.E.

Executive Vice President
Laszlo Rodak, P.E.

April 03, 2017

Mr. Frank Haftel
FVP, Development & Asset Management
625 RXR Plaza
Uniondale, New York 11556

Re: **Garvies Point Utility Budget Summary**

Dear Mr. Haftel

Per request, we have developed energy and cost budgets for the development of the site.

Calculations that lead to the budgets were based on the following utilities, their published rates, design parameters, inflation and applicable taxes.

Electric - PSEG Long Island - 25¢/kwh
Gas - National Grid - $1 per Therm.
Water – Glenn Cove Water District Distribution-$7.50 per 100 cf
Wall - Construction is assumed to be as per ASHRAE Standard 90.1 for Zone 4 with U=0.06459
Windows - Construction is assumed to be as per ASHRAE Standard 90.1 for Metal Curtain Wall for Zone 4 with Shading Coefficient of 0.5 and U=0.5
Roof – Construction is assumed to be as per ASHRAE Standard 90.1 for Zone 4 with U=0.04761
Skylight Construction - As per ASHRAE Standard 90.1 for Skylight for Zone 4 with Shading Coefficient of 0.45 and U=1.17
Summer Indoor Temperature - 75°F
Summer Indoor Relative Humidity – 50%
Winter Indoor Temperature - 70°F
Summer Outdoor Dry Bulb Design Temperature – 89.5°F
Summer Outdoor Wet Bulb Design Temperature – 73.4°F
Winter Outdoor Temperature – 13.1°F

Apartments:
There are a total of 167 apartments located in the 2nd, 3rd, 4th and 5th floors of the building. Apartments vary in area, orientation and number of bedrooms. See Appendix 1 for each apartment number. Table 1 shows each apartment's number of bedrooms and occupancy. Additionally, Table 1 shows the floor each apartment is located. Apartments that have similar area, orientation and occupancy were grouped together as they have similar energy consumption. Each individual Condominium unit will have its own gas meter for consumption of gas for heating, cooking purposes, for the clothes dryer and the Domestic Hot Water. Each Unit Owner must make arrangements with the utility company to obtain gas service.
There will be separate electric sub-meters by quad-logic for each Condominium Unit to measure electricity

usage by each Unit Owner and each Unit Owner will be responsible for arranging for electricity service and for paying for all electricity from the local electric service provider. At the present time, PSEG Long Island is the provider of electricity to the Units.
All water and sewer rents for each apartment are paid for by Unit Owners through Common Charges.

Heating Gas Usage
Each apartment will be heated by natural gas. The floor that each apartment is located and the area of the windows, significantly affect the heating cost. Energy analysis was used to estimate the energy consumption and the cost for heating each apartment.
Domestic Gas Usage for each apartment was calculated in 4 parts:

- Cooking gas was estimated using a rate of 60 cfh for 3 hours per day (60 therms per month or 720 therms/year).
- Dryer gas usage was estimated using a rate of 20 cfh per week (24 therms per month or 288 therms per year).
- Domestic water heating for bathing was estimated using 50 gallons of hot water per day or 10 therms per month per person.
- Domestic water heating for laundry usage was estimated to be 40 therms per month per apartment or 480 therms per year.

The total yearly gas costs each apartment is shown on Table 1.

Cooling Electric Usage
Each apartment will be cooled using an electrically operating split AC system. The floor that each apartment is located, the orientation and the size of the walls and the windows and the lighting significantly affect the cooling load and as a result the electricity cost. Energy analysis was used to estimate the energy consumption and the cost for cooling each apartment. Refer to Table 2.

Lighting and Miscellaneous Electric Usage
An approximation of 1.2 W/ft² was used for Lighting energy consumption and 0.5 W/ft² was used for Miscellaneous Electric Usage for each apartment in the energy analysis.

The results of the energy analysis for electric costs for each apartment are shown in Table 1.

Water Usage:
All water and sewer rents for the Common Areas and for each Unit are paid for by Unit Owners through Common Charges. Water and sewers are provided by the Glenn Cove Water District. The current annual water and sewer charge for 100 cubic feet of water (748 gallons) is approximately $7.50 per hundred cubic feet of water. The Units will not be individually metered for water. There will be one water meter to measure all water consumed by all Condominium units. The cost for water and sewer charges will be a Common Expense and paid by Unit Owners through the payment of their Common Charges.
Table 1 shows the approximated Cubic Feet of water to be utilized by Unit Owners and for Common Areas.
The estimated cost of water and sewer charges includes usage and sales tax included a five (5%) percent inflation factor has been added for budgeting purposes.

Common Areas
There are a total of 8 rooms that are located in the 2nd floor of the building that are considered common areas. These rooms vary in area, orientation and usage. The common areas are the following:

- Fitness Room
- Unassigned Room (For Load Calculation and Energy Analysis purposes it is considered as Yoga room).
- Cards Room
- Lounge
- Dining/Party room
- Prep Kitchen
- Club Room
- Screening Room.

Heating and cooling for the common areas will be provided from two (2) Rooftop Units (RTU-1 and RTU-2). RTU-1 will serve the Fitness Room, the Unassigned Room, the Cards Room and the Lounge. RTU-2 will serve Dining/Party room, the Prep Kitchen, the Club Room and the Screening Room.
There will be one or more common electric meters to measure consumption of electricity usage for the Common Areas of the building to be paid by the Condominium as a Common Expense paid by Unit Owners through Common Charges. The common electric meter will meter electricity consumed for Common Areas, including but not limited to public interior lighting, lighting in the Parking Level, elevators, exterior lighting and fans. All water and sewer rents for the Common Areas and for each apartment are paid for by Unit Owners through Common Charges.

Natural Gas Consumption for Common Areas.
Heating for Common Areas will be provided by gas supplied by National Grid and paid by Unit Owners through the payment of Common Charges. The cost for gas is anticipated to be $1.00 per therm, based on the current tariff. The quantity of gas to be used by the Condominium is estimated at Table 2, for the two rooftop units for the First Year of Operation.
The budget sum shown on Table 2 is inclusive of sales tax and includes an inflation factor of 5% for heating.

Cooling Electric Usage
The two (2) rooftop units will be having DX coil and variable frequency drives. The orientation and the size of the walls and the windows, the lighting and the occupancy significantly affect the cooling load of each space and as a result the electricity cost is affected. Energy analysis was used to estimate the energy consumption and the cost for cooling each rooftop unit. The following assumptions were made for the load and energy calculations for the common areas:

- A maximum occupancy of 3 people was assumed for the Prep Kitchen
- A maximum occupancy of 20 people was assumed for the Dining/Party
- A maximum occupancy of 24 people was assumed for the Lounge
- A maximum occupancy of 16 people was assumed for the Cards Room
- A maximum occupancy of 32 people was assumed for the Screening Room
- A maximum occupancy of 10 people was assumed for the Club
- A maximum occupancy of 20 people was assumed for the Fitness Room
- A maximum occupancy of 5 people was assumed for the Unassigned Room
- An approximation of 1.2 W/ft² was used for Lighting energy consumption for the rooms
- An approximation of 2 W/ft² was used for Miscellaneous Electric Usage for the Fitness room
- An approximation of 0.5 W/ft² was used for Miscellaneous Electric Usage for the rest of the common area rooms

Lighting and Miscellaneous Electric Usage

The following assumptions were made for the load and energy calculations for the common areas:

- An approximation of 1.2 W/ft² was used for Lighting energy consumption.
- An approximation of 2 W/ft² was used for Miscellaneous Electric Usage for the Fitness room.
- An approximation of 0.5 W/ft² was used for Miscellaneous Electric Usage for the rest of the rooms.

The results of the energy analysis for electric costs for the common areas are shown in Table 2.

Energy Recovery Units

There are four (4) Energy Recovery Units that recover the energy from the toilet exhaust of the apartments to condition the outside air entering the apartments. A tabular analysis was used in order to estimate the energy consumption of the energy recovery units. The results are shown in Table 3.

Garage Area

The area of the garage will be ventilated using six (6) exhaust fans. Each fan will have a 7.5 HP motor.
The following assumptions were made for the energy consumption of the garage:
The fans will operate at 100% for 1 hour every day (24 hours)
The fans will operate at 40% for 10 hours every day (24 hours)
The fans will operate at 20% for 4 hours every day (24 hours)
The fans will operate at 5% for 9 hours every day (24 hours)
The results of the fan energy consumption and cost for the operation of the fans are shown in Table 4.

Garage Area Lighting

Garage Area lighting consumption could not be estimated and will be determined at the design stage.

Exterior Lighting (Roof)

Exterior lighting consumption could not be estimated and will be determined at the design stage.

Elevators

Elevator energy consumption could not be estimated and will be determined at the design stage.

Conclusion

It is not possible to predict how closely the budgeted figure will reflect the actual cost of electricity during the First Year of Operations because such cost will vary with the level of consumption and the price of gas. Consumption will be affected by the severity of the weather and by the conservation measures adopted by the company by means of fuel oil as primary energy source. If the cost of oil used to generate electricity increases; it is likely that electricity rates will increase. It is believed that the projected figure should be sufficient to cover any reasonable increase in the cost of electricity resulting from the foregoing during the First year of Operations.

TABLE 1 - UTILITY CONSUMPTION (APARTMENTS)												
UNIT NUMBER	ORIENTATION	# OF BEDROOMS	# OF BATHROOMS	# of People	Water /sewer (gal/day)	Water Usage (ft^3/year)	Electrical Consumption (kWh/year)	Domestic Gas Consumption (therms/year)	Total Gas Consumption (therms/year)	Electrical Cost ($/year)	Gas Cost ($/year)	Water Cost ($/year)
2-1-E 3-1-E 4-1-E	East	2	2	3	300	14638.0	7341	1848	2075.7	1,835.25	2,075.66	1,098
2-2-E 3-2-E 4-2-E 2-3-E 3-3-E 3-4-E	East	2	3	3	300	14638.0	8118	1848	2074.4	2,029.50	2,074.35	1,098
2-1-SE 3-1-SE 4-1-SE	South East	2	2	3	300	14638.0	9194	1848	2178.9	2,298.50	2,178.93	1,098
2-2-SE 3-2-SE 4-2-SE	South East	1	1	2	200	9758.7	5346	1728	2034.0	1,336.50	2,034.03	732
2-4-E 3-4-E 4-4-E 2-5-E 3-5-E 4-5-E 2-6-E 3-6-E 4-6-E	East	1	2	2	200	9758.7	5844	1728	1903.8	1,461.00	1,903.81	732
2-5-S 3-5-S 4-5-S	South	2	2	3	300	14638.0	5671	1848	2018.2	1,417.75	2,018.21	1,098

2-1-S 3-1-S 4-1-S 2-6-S 3-6-S 4-6-S 2-7-S 3-7-S 4-7-S	South	2	3	3	300	14638.0	5576	1848	2028.5	1,394.00	2,028.48	1,098
2-2-S 3-2-S 4-2-S	South	1	2	2	200	9758.7	4173	1728	1888.0	1,043.25	1,888.00	732
2-3-S	South	1	1	2	200	9758.7	4312	1728	1917.4	1,078.00	1,917.43	732
2-4-S 3-4-S 4-4-S	South	2	3	3	300	14638.0	7458	1848	2079.9	1,864.50	2,079.93	1,098
2-1-NW3-1-NW4-1-NW	North West	2	2	3	300	14638.0	4974	1848	2231.5	1,243.50	2,231.50	1,098
2-3-W 2-4-W 2-5-W 2-6-W	West	1	1	2	200	9758.7	3807	1728	1915.6	951.75	1,915.60	732
2-2-NW 3-2-NW 4-2-NW	North West	3	3	4	400	19517.4	6588	1968	2519.8	1,647.00	2,519.79	1,464
2-3-NW 3-3-NW 4-3-NW	North West	2	2	3	300	14638.0	5380	1848	2318.6	1,345.00	2,318.60	1,098

2-1-N 3-1-N 4-1-N 2-2-N 3-2-N 4-3-N 2-3-N 3-3-N 4-3-N 2-4-N 3-4-N 4-4-N 2-5-N 3-5-N 4-5-N 2-6-N 3-6-N 4-6-N 2-7-N 3-7-N 4-7-N	North	2	2	3	300	14638.0	3892	1848	2102.9	973.00	2,102.86	1,098
2-8-N 3-8-N 4-8-N	North	2	3	3	300	14638.0	4442	1848	2163.1	1,110.50	2,163.08	1,098
2-9-N 3-9-N 4-9-N	North	2	2	3	300	14638.0	3963	1848	2171.1	990.75	2,171.13	1,098
2-1-NE 3-1-NE 4-1-NE	North East	3	2	4	400	19517.4	6120	1968	2441.5	1,530.00	2,441.53	1,464
2-2-NE 3-2-NE 4-2-NE	North East	2	2	3	300	14638.0	5151	1848	2192.6	1,287.75	2,192.63	1,098
2-1-SW 3-1-SW 4-1-SW	South West	2	2	3	300	14638.0	7130	1848	2176.6	1,782.50	2,176.59	1,098
2-2-SW3-2-SW4-2-SW	South West	3	3	4	400	19517.4	8139	1968	2379.6	2,034.75	2,379.57	1,464
3-3-SE 4-3-SE	South East	3	2	4	400	19517.4	8080	1968	2353.8	2,020.00	2,353.83	1,464
3-3-W 4-3-W 3-4-W 4-4-W	West	3	3	4	400	19517.4	6473	1968	2268.0	1,618.25	2,268.00	1,464

3-7-E 4-7-E	East	2	3	3	300	14638.0	5361	1848	2066.7	1,340.25	2,066.73	1,098
3-3-S 4-3-S 3-4-S 4-4-S 3-8-S 4-8-S	South	2	3	3	300	14638.0	7114	1848	2048.9	1,778.50	2,048.90	1,098
3-9-S 4-9-S	South	1	2	2	200	9758.7	4932	1728	1860.1	1,233.00	1,860.12	732
3-5-W 4-5-W	West	2	2	3	300	14638.0	5081	1848	2044.9	1,270.25	2,044.91	1,098
3-6-W 4-6-W	West	2	2	3	300	14638.0	5173	1848	2055.9	1,293.25	2,055.86	1,098
3-10-N 4-10-N	North	2	2	3	300	14638.0	4136	1848	2008.1	1,034.00	2,008.13	1,098
5-1-E	East	2	2	3	300	14638.0	4916	1848	2182.5	1,229.00	2,182.54	1,098
5-2-E 5-3-E	East	2	3	3	300	14638.0	6713	1848	2359.2	1,678.25	2,359.21	1,098
5-1-SE	South East	2	2	3	300	14638.0	7815	1848	2454.3	1,953.75	2,454.33	1,098
5-2-SE	South East	1	1	2	200	9758.7	5088	1728	2118.0	1,272.00	2,118.00	732
5-4-E 5-5-E 5-6-E	East	1	2	2	200	9758.7	3881	1728	1991.1	970.25	1,991.05	732
5-5-S	South	2	2	3	300	14638.0	6759	1848	2245.2	1,689.75	2,245.21	1,098
5-1-S 5-6-S 5-7-S	South	2	3	3	300	14638.0	6655	1848	2296.0	1,663.75	2,296.00	1,098
5-2-S	South	1	2	2	200	9758.7	3873	1728	1964.0	968.25	1,964.00	732
5-4-S	South	2	3	3	300	14638.0	8407	1848	2359.4	2,101.75	2,359.41	1,098
5-1-NW	North West	2	2	3	300	14638.0	6162	1848	2514.8	1,540.50	2,514.83	1,098
5-3-W 5-4-W	West	3	3	4	400	19517.4	7768	1968	2619.4	1,942.00	2,619.40	1,464
5-2-NW	North West	3	3	4	400	19517.4	7672	1968	2844.7	1,918.00	2,844.66	1,464
5-3-NW	North West	2	2	3	300	14638.0	6541	1848	2613.8	1,635.25	2,613.82	1,098

5-1-N 5-2-N 5-3-N 5-4-N 5-5-N 5-6-N 5-7-N	North	2	2	3	300	14638.0	3738	1848	2225.6	934.50	2,225.62	1,098
5-8-N	North	2	3	3	300	14638.0	5571	1848	2437.3	1,392.75	2,437.34	1,098
5-9-N	North	2	2	3	300	14638.0	3818	1848	2291.4	954.50	2,291.40	1,098
5-1-NE	North East	3	2	4	400	19517.4	7250	1968	2754.7	1,812.50	2,754.70	1,464
5-2-NE	North East	2	2	3	300	14638.0	6325	1848	2476.8	1,581.25	2,476.82	1,098
5-1-SW	South West	2	2	3	300	14638.0	8178	1848	2500.6	2,044.50	2,500.60	1,098
5-2-SW	South West	3	3	4	400	19517.4	9165	1968	2709.4	2,291.25	2,709.43	1,464
5-3-SE	South East	3	2	4	400	19517.4	9500	1968	2664.7	2,375.00	2,664.70	1,464
5-7-E	East	2	3	3	300	14638.0	6621	1848	2374.6	1,655.25	2,374.56	1,098
5-3-S 5-4-S 5-8-S	South	2	3	3	300	14638.0	7039	1848	2264.1	1,759.75	2,264.11	1,098
5-9-S	South	1	2	2	200	9758.7	4705	1728	1950.8	1,176.25	1,950.81	732
5-5-W	West	2	2	3	300	14638.0	6394	1848	2348.8	1,598.50	2,348.80	1,098
5-6-W	West	2	2	3	300	14638.0	5107	1848	2190.0	1,276.75	2,190.04	1,098
5-10-N	North	2	2	3	300	14638.0	3876	1848	2179.1	969.00	2,179.14	1,098

Common Area Heating & Cooling & Water

TABLE 2 - ENERGY CONSUMPTION (ROOF TOP UNITS)							
UNIT NUMBER	Electrical Consumption (kWh/year)	Heating Gas Consumption (BTU/year)	Heating Gas Consumption (therms/year)	Electrical Cost ($/year)	Gas Cost ($/year)	Water/Sewer Usage Cu. Ft. /year	Water/Sewer Cost $ /year
RTU-1	60061	38840000	388.4	15015.25	388.4	414	31
RTU-2	70177	57557000	575.57	17544.25	575.57		

Condominium Ventilation Energy Usage

TABLE 3 - ENERGY CONSUMPTION (ENERGY RECOVERY UNITS)				
UNIT NUMBER	Electrical Consumption (kWh/year)	Heating Gas Consumption (therms/year)	Electrical Cost ($/year)	Gas Cost ($/year)
ERU-1	36547	2820	9136.75	2820
ERU-2	36547	2820	9136.75	2820
ERU-3	36547	2820	9136.75	2820
ERU-4	36547	2820	9136.75	2820
TOTAL	146188	11280	36547	11280

Garage Ventilation Energy Usage

TABLE 4 - ENERGY CONSUMPTION (GARAGE EXHAUST)		
UNIT NUMBER	Electrical Consumption (kWh/year)	Electrical Cost ($/year)
GEF-1	12800	3200
GEF-2	12800	3200
GEF-3	12800	3200
GEF-4	12800	3200
GEF-5	12800	3200
GEF-6	12800	3200
TOTAL	76800	19200

Very truly yours,
CC: J. Graziose
S. Grupp
L. Bodak
N. Kumbatovic

Laszlo J. Sinka

Engineering Director

FirstService

X. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

February 22, 2017

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

Re: The Beacon at Garvies Point Condominium
Garvies Point, Glen Cove, New York

To whom it may concern:

FirstService Residential New York, Inc. is a licensed real estate brokerage firm in the State of New York, engaged in the management of over 250 condominium, cooperative and residential rental properties over the course of 25 years. The undersigned has no beneficial interest in Sponsor or the profitability of the subject project.

The undersigned has reviewed the allocation of common interests as shown on the Schedule A to be included in the Condominium described in the offering plan for the subject project.

The common interests among the Units have been allocated to each 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, in accordance with Section 339-i(1)(iv) of the New York State Real Property Law.

Very truly yours,

FirstService Residential New York, Inc.

By: _____
Name: Marc Kotler
Title: Senior Vice President
New Development Group

Sworn to before me this
23rd day of February 2017

_____
Notary Public

Brooke Rosenthal
Notary Public - State of New York
NO. 01RO6072178
Qualified In Nassau County
Commission Expires April 1, 2017

622 Third Avenue | New York, NY 10017
Tel 212.634.8900 | Fax 212.634.3946
www.fsresidential.com

XI. CHANGES IN PRICES OF UNITS

The prices for these Condominium interests may be changed from those set forth in this Offering Plan so that Purchasers may pay different prices for similar interests. No such change will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Plan at any time during the offering where a reduction in sales prices does not constitute a general offering but is rather the result of an individually negotiated Unit purchase. All changes in prices which are an across the board increase or decrease affecting one (1) or more lines of Units or models, or is to be advertised or is a price increase for an individual Purchaser will be done by a duly filed amendment to the Offering Plan.

The Sponsor further reserves the right, but not the obligation, to negotiate with a Purchaser on an individual basis in connection with all aspects of the purchase price, including but not limited to: upgrades to the Unit or the fixtures or equipment contained therein or credits or allowances therefor; treatment of reduced and/or split down payment (but not less than $1,000); payment of all or part of a Purchaser's acquisition or financing costs such as, but not limited to: origination fees and commitment fees; any and all other costs relating to the cost of acquiring title to a Unit; maintenance subsidies, rebates or other costs associated with maintaining a Unit as a credit against the purchase price or payable on a periodic basis or any other manner as is negotiated between the parties; and promotional gifts on purchase of a Unit. As a result, a Purchaser may receive different terms as other Purchasers for a similar Unit. The Sponsor is not offering a financing contingency and there will be no negotiations as to a financing contingency with individual Purchasers. As a result, in no event will the Sponsor be obligated to return a Purchaser's down payment in the event a Purchaser is unable to obtain a mortgage. Furthermore, the Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms or at its sole option to expand the applicability of such negotiable terms to some or all Purchasers pursuant to Section 352-e of the General Business Law.

Sponsor will not make any changes in the size or number of Units and/or their respective Percentage of Common Interest and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and to the Declaration of Condominium (if the Declaration was filed prior to such change). Sponsor reserves the right to change the model mix of the Units as long as the percentage of Common Interest for the Units is not affected, there is no Purchase Agreement in effect for said Unit, as long as the Sponsor does not change the total number of Units being offered for sale.

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.

The Percentage of Common Interest of each of the Residential Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act, based on 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 Residential Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. Based upon final specifications, construction conditions and/or "as-built" Plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation the Percentage of Common Interest may justify a minor increase or decrease in the aggregate Percentage of Common Interest appurtenant to Residential Units. In such event, the Percentage of Common Interest appurtenant to each individual Residential Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect such a change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Percentage of Common Interest of any Residential Unit be increased or decreased as a result of any of the foregoing a material amount. See Section XXI of the Offering Plan.

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.

XII. INTERIM LEASES

The Sponsor does not intend to enter into interim leases with Purchasers for Residential Units prior to Closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or have the Residential Unit Owner's contractors or agents enter the Residential Unit to perform work prior to Closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the funds being held in escrow plus the cost of Extras paid for by Purchaser which Extras have been installed by Sponsor, paid for but not installed by Sponsor or which have been ordered but not installed by Sponsor and for which Sponsor is obligated to pay for such Extras unless the Offering Plan has been abandoned. In the event the Offering Plan is abandoned the Purchaser shall be entitled to receive all funds paid to the Sponsor for such Extras.

XIII. PROCEDURE TO PURCHASE

The Sponsor hereby offers for sale the Residential Units in the Condominium for occupancy in accordance with applicable municipal zoning regulations. Occupancy of the Residential Units by a lessee or lessees of the Residential Unit Owner for the purposes set forth in this paragraph conform with the zoning regulations permitting construction of this Condominium.

The sales prices at which the Residential Units are being offered for sale are shown in detail in Schedule A. The Sponsor reserves the right to lower the sales prices and to negotiate other terms on an individual basis. All changes in prices which are an across the board increase or decrease affecting one or more lines of Residential Units or models, or are to be advertised or is a price increase for an individual Purchaser will be done by a duly filed amendment to the Offering Plan. See Section XI of the Offering Plan. Any such change will not affect the common interest of the Residential Unit; however, some Purchasers may pay less or more for the same model Residential Unit or receive different terms.

Any person may accept Sponsor's offer to sell a Unit by entering into a Purchase Agreement with the Sponsor. The Agreement provides that the Purchaser will purchase from the Sponsor a designated Unit in the Condominium as described in the Declaration creating such Condominium. A Purchaser will be afforded a minimum of three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement. Any conflict between the Offering Plan and the Purchase Agreement shall be resolved in favor of the Offering Plan.

Purchaser and Sponsor shall execute four (4) originals of the Purchase Agreement. Upon signing the Purchase Agreement the Purchaser shall make a Deposit of up to ten percent (10%) of the purchase price of a Unit, plus the cost of any Extras ordered by the Purchaser. An additional ten (10%) percent of the Purchase Price is payable on the earlier of six (6) months from the date of the Purchase Agreement or the date the Offering Plan is declared effective. Upon full payment of the balance of the purchase price and the balance of the cost of any Extras ordered and payable at the Closing, in cash or by mortgage proceeds, Purchaser will receive a bargain and sale deed with covenant against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey good and marketable title to the ownership of fee ownership in the Unit and such Percentage of Common Interest in the Common Elements as is set forth on Schedule A, free and clear of all liens and encumbrances other than those set forth in Section XVI of the Offering Plan. The Purchase Agreement may be modified with the consent of Purchaser and Sponsor in a manner not inconsistent with law, subject to the terms of this Offering Plan. After Purchaser delivers a fully executed Purchase Agreement with the required deposit Sponsor must either return a fully executed Purchase Agreement within thirty (30) days to the Purchaser or reject the Purchase Agreement and refund the deposit monies. In

the event the Sponsor does not act within said thirty (30) day period the Purchase Agreement will be deemed accepted by the Sponsor.

The Power of Attorney attached to the Purchase Agreement must be executed by Purchaser at the Closing of Title. Failure to execute the Power of Attorney will result in a default under the Purchase Agreement.

The Sponsor anticipates that Closing of the first Residential Unit will occur by July 1, 2019. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of Title to the first Residential Unit; or (ii) the projected date of Closing of Title to the first Residential Unit occurs later than June 30, 2020, twelve (12) months after the projected date of the first Closing. If the Plan is amended to provide for a later projected date of the first Closing, Purchasers will be entitled to an offer of rescission if the first Closing occurs more than twelve (12) months beyond that amended, later date. Purchasers must advise the Sponsor no later than the date provided in an Amendment to the Offering Plan disclosing the later date but not less than fifteen (15) days from the date of the notice. However if the first Residential Unit Closing occurs before July 1, 2019, the Sponsor may schedule the Closings of Title to other Residential Units significantly later than such date. Unless a Purchaser's Purchase Agreement contains an outside Closing Date, as provided below, the Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of Title to a 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.

In addition each Purchase Agreement provides that in the event Sponsor is unable to convey title to a Purchaser's Unit twelve (12) months after the proposed date of delivery set forth in the Purchase Agreement a Purchaser shall have the option to cancel the Purchase Agreement and have the down payment advanced by Purchaser returned to Purchaser. Purchaser shall be obligated to notify the Sponsor in writing of its intent to exercise said option no later than ten (10) days after the twelve (12) month period of the proposed date of delivery set forth in the Purchase Agreement. Purchaser's failure to so notify Sponsor of Purchaser's intent to cancel his or her Purchase Agreement due to Sponsor being unable to convey title to the Purchaser's Unit within the twelve (12) month period shall be deemed a waiver of said provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. In the event, Sponsor shall be unable to convey title to the Residential Unit within twenty-four (24) months of the proposed date of delivery through no fault of the Purchaser, the Purchase Agreement shall be deemed null and void and Sponsor shall return all monies being held in escrow within thirty (30) days thereafter. This provision is only applicable if Sponsor has not declared the Plan effective. See Paragraph 5 of the Purchase Agreement in Part II of the Plan.

After the Offering Plan is declared effective, the Sponsor will give each Purchaser who enters into a Purchase Agreement not less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to the Residential Unit unless a Purchaser waives such thirty (30) day notice. A form for such waiver is contained as Schedule D - 4 to the Offering Plan.

The Purchase Agreement may not be assigned by Purchaser without the written consent of Sponsor.

The risk of loss or damage to a Residential Unit by fire or any other cause until the delivery of the deed is assumed by the Sponsor.

A Purchaser will inspect Purchaser's Residential Unit, with a representative of the Sponsor during normal business hours prior to the Closing Date and will sign and deliver to Seller on or before the Closing Date a Pre-Title Inspection Statement supplied by Sponsor, acknowledging the condition in which Purchaser has received Purchaser's Residential Unit. Sponsor shall agree to complete any open items within six (6) months after Closing, weather and circumstances permitting.

The Purchase Agreement may not contain, or be modified to contain, a provision waiving purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law. Any conflict between the Purchase Agreement and the Plan will be resolved in favor of the Plan. The Purchase Agreement and Plan comply with Section 71.a(3) of the New York Lien Law. Said statute provides that the initial advance of the Purchase Agreement be deposited in an escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in New York State. The escrow and trust fund provisions disclosed below complies with said statute.

The obligations of a Purchaser under a Purchase Agreement are not conditioned on 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. See Section XIV.

If Purchaser fails to appear and Close Title in accordance with the Purchase Agreement on the date and at the time and place stated in Sponsor's Notice for Closing, or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under the Purchase Agreement, Sponsor may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure

any such default. Time is of the essence for Purchaser to cure such default within such thirty (30) day period.

A complete copy of the Purchase Agreement is contained in Part II of the Plan.

ESCROW AND TRUST FUND PROVISIONS

The Escrow Agent:

The law firm of Certilman Balin Adler & Hyman, LLP, with an address at 90 Merrick Avenue, 9th Floor, East Meadow, New York and telephone number of (516) 296-7000, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. The authorized signatories on the account authorized to withdraw funds are Ira J. Adler, Richard Herzbach, Jodi Hoffman, David E. Herold, Jason Kurland, Michael F. O'Shea and Brendan DeRiggi. The members of this firm are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at Signature Bank, 58 South Service Road, Melville, New York 11747, ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "The Beacon at Garvies Point Escrow Account" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured. If a Purchaser maintains an account at the bank where the escrow account is held, the funds in such account, together with the deposit, may be aggregated by the escrow bank for purposes of determining the $250,000 limit on federal deposit insurance (unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions).

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Certilman Balin Adler & Hyman, LLP, as Escrow Agent.

Any Deposits made for Extras shall initially be deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor as provided for in Paragraph 13 of the Purchase Agreement. Purchasers should note as a special risk that although all funds received by Sponsor for upgrades or custom work to the Unit will initially be placed in the escrow account, such funds may

be released from the escrow account without the requirements outlined below as long as the Sponsor uses the funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds paid to the Sponsor for upgrades or extras, if such extras have been installed or Sponsor has ordered such extras from a supplier and is obligated to pay for such extra. Purchaser will however receive a refund of such funds if the Offering Plan is not consummated.

Any Deposits made for Extras shall initially be deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor as provided for in Paragraph 13 of the Purchase Agreement.

The account will be interest-bearing and, unless the purchaser defaults, interest will be credited to the purchaser at closing. The interest rate to be earned will be the prevailing rate for these accounts which currently is .05%. Interest will begin to accrue upon deposit of the Deposit. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

Surety Bonds

Sponsor will obtain individual surety bonds in favor of each Purchaser from Atlantic Speciality Insurance Company, 77 Water Street, 17th Floor, New York, New York 10005 (the "Surety"), which will enable the Sponsor to utilize all down payments and deposits secured by the bond. The Surety Company is authorized to do business in New York and is licensed to write insurance in the State of New York by the New York State Department of Insurance. The Surety has a rating for debt securities with Best's of A (Excellent).

The Agreement for the surety bond between the Sponsor and the Surety provides for a premium of one and three quarters (1.75%) percent of the Bond to be paid by the Sponsor to the Surety. The Agreement further provides that the Sponsor will indemnify the Surety in the event of any liability by such Surety. In addition, the Agreement provides that the Surety will abide by the escrow directives contained in the regulations promulgated by the Attorney General's Office under Part 20 (k) (4). A copy of the surety bond is set forth in the Offering Plan as Exhibit D-6.

Terms and Continuation

Each surety bond and any accompanying agreement shall provide that it will continue in effect or that it will be renewed periodically until consummation and closing of the sale of the respective Unit the down payment for which is secured by such surety bond or until the secured funds of a purchaser have been returned in full, or until the

funds secured by the surety bond have been placed in any escrow account until there is an undisputed purchaser default or a final, non-appealable order or judgment of a court that the purchaser has defaulted and that the Sponsor is entitled to the secured funds.

The Sponsor shall cause the Surety to mail or personally deliver a copy of the surety bond to the Purchaser before the funds are released to the Sponsor from the escrow account disclosed above. The Sponsor, the escrow agent and the surety company shall each retain a copy of the surety bond.

The Purchaser shall have the right to demand payment of the amount secured by the surety bond directly from the Surety, without first requesting payment from the Sponsor. The Surety shall be obligated to pay the amount secured by the bond to the Purchaser without the consent or despite the objection of the Sponsor, upon the following events or circumstances:

A. Timely rescission of a Purchase Agreement by a Purchaser pursuant to an offer of rescission contained in the Plan or an Amendment to the Plan;

B. Acceptance for filing by the Department of Law of an Amendment abandoning the Plan;

C. Pursuant to the terms and conditions set forth in Paragraph 29 of the Purchase Agreement upon closing of title to the Unit;

D. In a subsequent writing signed by both Sponsor and Purchaser;

E. By a final, non-appealable order or judgment of a court;

F. Failure by the Sponsor to obtain a commitment by the Surety Company to renew the surety bond sixty (60) days prior to its expiration; or

G. Direction by the Sponsor upon request of the Purchaser.

A Purchaser's inability to produce a copy of the surety bond shall not be a basis for the Surety to reject the purchaser's claim. The Surety shall retain a copy of the bond and shall pay the secured funds to the Purchaser, without a copy of the bond, as long as the Purchaser is able to provide proof of identity as the obligee on the bond.

The Purchase Agreement:

The Purchase Agreement is set forth as Schedule D to the Offering Plan.

The revised escrow provisions are included in Paragraph 29 of the Purchase

Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Purchaser shall be required to complete the Tender of Escrow Agreement contained as Schedule D-1 in Part II of the Offering Plan upon execution of the Purchase Agreement. With ten (10) business days of the placing of the deposit in the Escrow Account, the Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number of the account. 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 Purchaser and Sponsor as provided in Paragraph 13 of the Purchase Agreement.

Release of Funds:

All Deposits, except for advances made for Extras 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, as per GBL § 352-(h).

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan as evidenced by the acceptance of a Post Closing Amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

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

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

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

(d) upon receipt by the Escrow Agent of a copy of the surety bond issued for the benefit of a Purchaser whose funds are being released.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (d) above, and the Escrow Agent receives a request by either party to

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

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

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

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

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

Waiver Void:

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

General

Before funds are transferred to a new escrow account, or if the Escrow Agent is replaced, the Offering Plan must be amended to provide the same full disclosure with respect to the new account, the Escrow Agent and the Escrow Agreement as was originally provided.

Purchasers should note that it shall be an express condition of Closing of Title that the Purchaser sign the form set forth as Schedule D-3 to the Offering Plan which will enable the Escrow Agent to release the escrow funds, if not previously released as provided above.

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

Upon the dissolution of the law firm which was the escrow agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of the Escrow Account records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

The use of any alternative security shall be previously disclosed in an amendment to the Offering Plan.

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to General Business Law Section 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the plan does not relieve Sponsor of its obligations pursuant to General Business Law Section 352-h. Funds from any Escrow Account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of either the Sponsor or the Escrow Agent upon any bankruptcy, incapacity or death.

XIV. FINANCING FOR QUALIFIED PURCHASERS

THIS PLAN DOES NOT CONTAIN ANY FINANCING ARRANGEMENTS FOR PURCHASERS. PROSPECTIVE PURCHASERS WHO ARE INTERESTED IN SUCH FINANCING SHOULD CONTACT LENDING INSTITUTIONS, SUCH AS MUTUAL SAVINGS BANKS AND COMMERCIAL BANKS, MANY OF WHICH HAVE ADVERTISED THAT THEY OFFER FINANCING TO PURCHASERS OF CONDOMINIUM UNITS.

Any applications for such financing with lending institutions must be done on an individual basis by prospective Purchasers and will involve negotiations exclusively between the lending institution and the applicant. The Sponsor should not be construed hereunder as offering any such financing or representing the availability or terms of such financing.

The obligations of a Purchaser under a Purchase Agreement are not conditioned on 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.

NO REPRESENTATION IS MADE BY THE SPONSOR AS TO WHETHER ANY PURCHASER WILL QUALIFY FOR FINANCING OR AS TO THE TERMS, COST OR AVAILABILITY OF SUCH FINANCING. THE SPONSOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ANY APPLICANT IF THEIR APPLICATION FOR FINANCING IS NOT ACCEPTED.

The Closing of Title to a Unit, where the Purchaser has obtained financing will take place simultaneously with the Closing of the mortgage loan and the proceeds will be applied towards the then balance of the purchase price. See Section XVII regarding the additional costs to be incurred by Purchaser if they obtain financing.

XV. EFFECTIVE DATE OF THE PLAN

Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and no Closing to a Unit will be held until the Plan is declared effective. This Offering Plan will not become effective until bona fide Purchasers, including investors, have executed Purchase Agreements which have been accepted by Sponsor for at least fifteen (15%) percent in number of the Residential Units offered for sale under the Plan (15% x 167 Units = 26 Units). The Sponsor will declare the Plan effective by personal service of notice on every Purchaser or commencement of service by mail stating that the plan has been declared effective. Sponsor will, within five (5) business days of said notice, submit for filing an amendment to the Plan disclosing the Plan's effectiveness and will file an affidavit of service of the notice on all Purchasers. Sponsor will not close title to the first Residential Unit until the amendment disclosing the effectiveness of the Condominium has been accepted for filing by the Attorney General. 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) based on Purchase Agreements where the Purchaser has not had at least three (3) business days to review the Offering Plan and all filed amendments; or

(iii) with any Purchaser who is the Sponsor, the Selling Agent, or the Managing Agent or is a Principal of the Sponsor, the Selling Agent or the Managing Agent or is related to the Sponsor, the Selling Agent or the Managing Agent or to any Principal of the Sponsor or

the Selling Agent or the Managing Agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a Principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bonafide.

Further, prior to declaring the Plan effective, the Sponsor has the option not to close title to the Units and to abandon the Plan at any time, if less than eighty (80%) percent in number of Units offered hereby are sold and title to any Unit has not been conveyed (80% x 167 Units being offered for sale = 134 Units). In the event Sponsor exercises such option, it shall forthwith return to the Purchaser all monies paid with interest, if any, within five (5) of the acceptance of the amendment abandoning the Offering Plan. Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, Sponsor will re-declare the Plan effective if all Purchase Agreements are either rescinded or terminated prior to the date of first Unit closing, regardless of whether the Condominium Declaration has been recorded. When Purchase Agreements for eighty (80%) percent of the Units have been entered into the Sponsor must declare the Plan effective.

Once the Plan has been declared effective, it may not be abandoned except for (i) a defect in title which cannot be cured for less than one-half percent (½%) of the total amount of the offering or (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half percent (½%) of the total offering, or (iii) the taking of any material portion of the property by condemnation or eminent domain. Any stated dollar amount relied upon as basis for abandonment after effectiveness will exclude all attorneys' fees as well as any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record. In addition said amount will exclude any judgments and liens against the property resulting from acts of the Sponsor or any of its Principals which are known to the Sponsor on the acceptance date of the Plan. In the event Sponsor abandons the Plan, it shall do so by means of a filed amendment to the Plan. All monies advanced by Purchasers will be returned to them within ten (10) days of the abandonment of the Plan. If Sponsor decides to abandon the Plan before declaring the Plan effective, Sponsor will file an amendment disclosing such abandonment and file a RS-3 Form with the Department of Law. In such event, Sponsor shall return any Deposit paid by Purchaser within five (5) days of acceptance of the amendment abandoning the Offering Plan.

XVI. TERMS OF SALE

After the Plan has been declared effective the Sponsor will fix a date for the Closing of Title to all Residential Units for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the first Closing and setting such Purchaser's Closing Date. Notice will be sent to all Purchasers who have executed and delivered Purchase Agreements to the Sponsor and whose Purchase Agreements are then in effect by (i) personal delivery; or (ii) mailing by regular mail or registered or certified mail with or without return receipt requested, addressed to the Purchasers at the last known residence of such Purchaser or, if the Purchaser has provided written information of an alternative address for notices, addressed to the Purchaser at the alternative address. If Sponsor has no information of the last known residence address, but has written information of the place of business or employment of such Purchaser, the mailing shall be addressed to such last business or employment address. Said notice will also include notice of the obligation to pay the balance of the purchase price.

Such notice will be served no less than thirty (30) days before the date set for the Closing of the Residential Units for those Purchasers who entered into a Purchase Agreement before the Plan was declared effective. Sponsor may permit Purchasers to waive the thirty (30) day provision by a written waiver. Any Purchaser who enters into a Purchase Agreement after the Plan is declared effective will also receive not less than thirty (30) days written notice of the date, time and place for the Closing of Title to Purchaser's Unit, unless Purchaser gives a written waiver of such thirty (30) day notice. A form for such waiver of the thirty (30) day notice is contained as Schedule D-4 to the Offering Plan.

On the Closing Date, fee title to the Unit, will be conveyed to the Purchaser, together with its undivided Percentage of Common Interest in the Common Elements. The Closing of Title to the first Unit is expected to commence by approximately July 1, 2019. Such Closing, however, will only take place after or simultaneously with the happening of the following events:

1. The delivery to the Unit Owner of a Bargain and Sale Deed with covenants against grantor's acts. A copy of the Deed is set forth as Schedule F in Part II of the Plan.

2. The Sponsor's repair of any damage from a casualty or other cause that occurs before the Closing of Purchaser's Unit.

3. The issuance of a temporary or permanent Certificate of Occupancy to the Unit or Building in which the Unit is located and any other necessary permits.

4. Title to each Unit and its appurtenant Percentage of Common Interest in the Common Elements will be conveyed at the Closing free and clear of all liens, encumbrances and title exceptions other than those described in the Offering Plan and the proposed Unit Deed. Purchasers have the right to retain title insurance from any title company of their choice that is authorized to do business in the State of New York.

5. If so requested by the Purchaser, East Coast Abstract Inc. as agent for Chicago Title Insurance Company 100 Quentin Roosevelt Boulevard, Garden City, New York 11530, Telephone (516) 794-9100 or First Nationwide Title Agency, LLC, 220 East 42nd Street, Suite 3105, New York, New York 10017, Telephone (212) 499-0100, shall agree to insure that such Purchaser has good and marketable fee title in the Unit, free and clear of all liens, encumbrances and title exceptions, except those set forth below, the Deed, and subject to the provisions of the Declaration and By-Laws and any mortgage executed by the Purchaser and that the Condominium was validly formed pursuant to Article 9-B of the Real Property Law. Purchasers have the right to obtain title insurance from any title company of their choice authorized to do business in the State of New York without incurring a penalty.

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

7. The Declaration, By-Laws, floor plans and engineers and tax authority certification required by Section 339-p of Article 9-B of the Real Property Law of the State of New York shall be recorded or filed as required by law.

8. The Unit and its undivided Percentage of Common Interest in the Common Elements shall not be subject to the lien of any mortgage at the time of Closing except any mortgage requested by the Purchaser at the time of Closing representing a purchase money mortgage or mortgages taken by the Purchaser.

9. The Sponsor will give each Purchaser who entered into a Purchase Agreement before the Plan was declared effective not less than thirty (30)

days' prior written notice of the date, time and place for the transfer of title to Purchaser's Unit unless a Purchaser waives such thirty (30) days notice. Any Purchaser who enters into a Purchase Agreement after the Plan is declared effective will also receive not less than thirty (30) days' written notice of the date, time and place for the transfer of title to Purchaser's Unit, unless Purchaser waives such thirty (30) day notice. A form for such waiver of the thirty (30) day notice is contained as Schedule D-4 to the Plan.

10. The filing of an amendment to the Offering Plan disclosing that the Plan has been declared effective and that the terms of this Section XV will be met, that the Units to be closed have been constructed in accordance with the plans and specifications filed with the Building Department of the City of Glen Cove and that the Sponsor has complied with the requirements of this Section.

11. Purchaser shall receive any manufacturers' warranty certificates with respect to equipment and appliances installed in the Unit and Sponsor shall assign any warranties with respect to equipment and appliances installed in Common Elements to the Board of Managers.

12. The Purchaser shall execute an instrument in the form annexed to the Purchase Agreement designating the Board of Managers as Purchaser's attorneys-in-fact, coupled with an interest for the sole purpose of managing, selling, mortgaging, leasing, subleasing, voting or otherwise dealing with any Units acquired by the Board of Managers in accordance with any of the provisions of the By-Laws and designating the Sponsor as their attorney-in-fact to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units as built or amending such Declaration to create any utility easements or to carry out any of the provisions of the Offering Plan of such Condominium as described in Article Eleventh, Section (c) of the Declaration of Condominium.

Title to the Unit will be subject to the following:

1. State of facts of the property as shown on a survey to be made prior to the Closing of Title provided such facts would not render title unmarketable and any state of facts which an accurate survey of the Building would show provided such state of facts would not render title unmarketable.

2. Any sewer, water, gas, electric, drainage, telephone, cable television or utility easements granted or to be granted hereafter.

3. All of the terms, covenants and conditions of the Declaration, the By-Laws of the Condominium and the Building Plans, as they are subsequently filed or recorded and the Declaration of Covenants Restrictions, Easements, Charges and Liens of the Master Association.

4. All easements set forth in the By-Laws and Declaration of the Condominium including:

   (a) Easements in favor of the Unit Owners of other Units to use the pipes, wires, conduits, cable television, and public utility lines located in the Common Elements or in the Unit itself servicing such other Units and/or the Common Elements.

   (b) Easements in favor of the Board of Managers, its agents, contractors or employees to have a right of access to any Unit and to the Common Elements to inspect, maintain or repair or to make repairs to any Unit to prevent damage to the Common Elements or any other Units, to make repairs to the Common Elements, to any wires, pipes, conduits or cable television system servicing any of the Units or to make repairs to any other Unit, regardless of the nature of the Common Element.

   (c) Easements in favor of those Units having restricted use to portions of the Common Elements.

   (d) Easements in favor of the Residential Unit Owners for access through and other part of the Building for the purpose of access, installation, maintenance, repair and replacement of any flues, vents, gas, air-conditioning, heating, ventilation, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing the Residential Area of the Building, the Residential Units and/or the entire Building.

   (e) Easements for the continuance of encroachments on any Unit and on the Common Elements by other Units or portions of the Common Elements, now existing by reason of the construction of the Units, or hereafter occurring by reason of the settling or shifting of the Units, or by reason of the repair and/or restoration by the Board of Managers of the Units or such other Units or such Common Elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by

reason of an alteration to the Common Elements made by the Board of Managers, so that any such encroachments may remain as long as the Units stand.

(f) The Master Tax Agreement.

(g) The Master Tax Agreement Mortgage.

(h) The Lease Agreement and Leaseback Agreement.

(i) Garvies Point Continuing Covenants.

(j) Garvies Point Perpetual and Exclusive Use Easement.

(k) Public Use Improvement Maintenance Agreement.

5. Any additional declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Residential Unit as a one (1) family residence for any use permitted by applicable law and the Common Elements for their intended use and purpose.

If any existing mortgages or construction loans will not be satisfied at or prior to the Closing of the first Unit then at the time of conveyance of the first Unit each mortgagee will either:

(i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold Condominium Units;

(ii) subordinate the lien of its mortgage to the Declaration of Condominium; or

(iii) release its lien on the Condominium Unit being conveyed and its interest in the Common Elements.

The Sponsor has been advised by its counsel that in counsel's opinion, none of the exceptions to title herein above set forth are contrary to the terms of the Purchase Agreement nor will they interfere with the quiet use or enjoyment of the Purchaser's Unit or the Common Elements of the Condominium.

The risk of loss or damage to the Residential Unit by fire or any other cause until delivery of the deed is assumed by the Sponsor. In the event a substantial portion of the

Residential Unit or Condominium shall be destroyed or damaged prior to Closing, Sponsor shall be entitled to cancel the Purchase Agreement by written notice to the Purchaser, together with a check in the amount of the Deposit paid by Purchaser, with interest, if any; however, Purchaser will not receive a refund of any funds paid for Extras which have been (i) installed by Sponsor, (ii) not installed, but paid for by Sponsor or (iii) not installed, but which have been ordered by Sponsor and for which Sponsor is obligated to pay unless the Offering Plan has been abandoned. If the Offering Plan is abandoned pursuant to the terms herein, the Purchaser shall be entitled to a return of all monies paid for Extras. The parties shall thereafter be released from any further liability. If any part of the Residential Unit is damaged or destroyed by any casualty prior to Closing, Sponsor will have the option to restore the Residential Unit to its previous condition as soon as reasonably possible. In the event Sponsor elects to restore the Residential Unit, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Sponsor. Sponsor agrees to notify Purchaser of Sponsor's decision within ten (10) business days of the date of such casualty. In the event Sponsor elects not to restore the Residential Unit, then the Purchase Agreement will terminate and the Purchaser will receive a full refund of all monies paid to Sponsor. The Purchaser and Seller shall thereafter be released from any further liability.

XVII. CLOSING COSTS AND ADJUSTMENTS

The estimated Closing Costs and expenses to be borne by each Purchaser are as follows:

1. Fee title insurance is available from East Coast Abstract Inc. as agent for Chicago Title Insurance Company 100 Quentin Roosevelt Boulevard, Garden City, New York 11530, Telephone (516) 794-9100 or First Nationwide Title Agency, LLC, 220 East 42nd Street, Suite 3105, New York, New York 10017, Telephone (212) 499-0100 or any other title company licensed in New York chosen by Purchaser. The estimated rate of fee title insurance is $10.06 per thousand for the first $50,000 of fee title insurance, approximately $5.43 for each additional $1,000 of insurance up to $100,000, approximately $4.36 per thousand for each additional $1,000 up to $500,000 and approximately $3.98 per thousand for each additional $1,000 up to $1,000,000.

2. Mortgage title insurance at the estimated rates of $8.56 per thousand for the first $50,000 of mortgage title insurance, approximately $4.54 for each additional $1,000 of mortgage title insurance up to $100,000, $3.64 per thousand for each additional $1,000 up to $500,000 and approximately $3.31 per thousand for each additional $1,000 up to $1,000,000.

3. Purchasers should anticipate additional fees for Endorsements to the Owner and Mortgage Title Insurance, as applicable, and fees for municipal and other searches. These fees are estimated at approximately $770.

4. Each Purchaser has the right to obtain title insurance from a title insurance company other than East Coast Abstract, Inc. as agent for Chicago Title Insurance Company or First Nationwide Title Agency, LLC without incurring a penalty. Sponsor makes no representation or warranty as to cost, terms or availability of such other title insurance. Sponsor is required to convey marketable title and cure defects regardless of the title company utilized by Purchaser.

5. The fee for the recording of the mortgage is $695, recording of the deed is $515, recording of the power of attorney is $610 and any affidavit required in connection with the mortgage tax credit available under RPL §339-ee which total approximately $2,000.

6. In the event the Purchaser shall obtain a mortgage, Purchaser shall pay recording fees for the mortgage of approximately $695. Purchaser shall pay mortgage tax of 1.05% of the amount of the mortgage. In addition, the Purchaser will be required to pay the lending institution's attorney's fees, any mortgage origination fees, bank credit an appraisal fees and other expenses that the lending institution may charge incident to the making of the permanent loan. If applicable, a portion of the mortgage recording tax set forth above will be computed in accordance with Section 339-ee subsection 2, of the New York Condominium Act, and shall be paid to the Sponsor in reimbursement of mortgage recording taxes which the Sponsor may have previously paid in connection with existing mortgage on the Condominium. There will be no mortgage closing costs pursuant to this paragraph 7 on Units which are not covered by mortgages.

7. New York State Transfer Tax of $2.00 per $500 of the purchase price. These taxes are normally an expense of the Sponsor; however, by contractual arrangement they will be paid by Purchaser. As a result, when a Purchaser assumes the obligation to pay these taxes, the amount of such taxes will be included in the consideration subject to tax. The steps to compute the tax are:

   (a) Multiply the purchase price by the State Tax Rate to compute a tentative tax.

   (b) Add the tentative taxes to the purchase price.

(c) Multiply the total of "c" above by the State Rate.

EXAMPLE: Purchase Price = $750,000

(a) $750,000 x .004 = 3,000

(b) $750,000 + $3,000 = $753,000

(c) $753,000 x .004 = $3,012 = amount due for State Transfer Tax

8. Working capital equal to two (2) months Common Charges to be paid to the Condominium. While Sponsor is in control of the Board of Managers, the working capital fund will not be used to reduce the Common Charges of the Condominium. If any portion of the working capital fund is used during this period to pay for items in the budget set forth, such amounts will be repaid to such fund out of Common Charges collected.

9. Any Residential Units that are being offered for sale for $1,000,000 or more are also subject to the provisions of Section 1402-a of the Tax Law of the State of New York (Mansion Tax) which requires a New York State Tax of one (1%) percent of the Purchase Price. Pursuant to the provisions of the statute the obligation to pay the tax is the Purchasers.

10. Each Purchaser shall pay $2,750 to Sponsor's counsel, representing a fee for services in connection with preparing the Unit Deed, the Unit Owner's Power of Attorney and for coordinating and attending the Closing. Such fee shall be payable at or prior to the Closing by Purchaser's unendorsed, personal check made payable directly to the order of Sponsor's attorney.

11. Any mortgage tax credit received pursuant to Section 339-ee of the Real Property Law will inure to the benefit of Sponsor.

12. A pro-rata portion of the estimated then current year's condominium insurance based on the Percentage of Common Interest of the Unit being purchased regardless of whether or not the first Board of Managers has commenced the collection of Common Charges.

As an example, a Purchaser of a Residential Unit in which the purchase price is $750,000, who procures a first mortgage in the amount of $600,000 and who has a Percentage of Common Interest of .4140% will pay the following approximated Closing Costs:

Owners Policy and Endorsements:	
Fee Title Insurance	$ 2,987.00
Mortgage Policy (Simultaneous Rate)	$ 732.00
State and Local Taxes:	
Mortgage Tax	$ 4,725 .00
New York State Transfer Tax	$ 3,012 .00
Mansion Tax	$ N/A
Recording Fees:	
Mortgage Recording (up to 25 pgs + $5 per Additional page)	$ 695.00
Deed Recording Fee (up to 3 pgs + $5 per Additional page)	$ 715.00
Condominium POA	$ 610.00
Additional Expenses	
Condominium Working Capital	$ 1,494.00
Pro-Rata Insurance	$ 688.92
Sponsor Attorney Fees for Preparation of Deed, Power of Attorney and other Closing:	$ 2,750.00
Water Tap Fee	$ 1,000.00
Sewer Tap Fee	$ 1,000.00
Survey Fee	$ 1,000.00
Fee for completion of any Lender's Mortgage questionnaire	$ 150.00
TOTAL:	**$ 21,558.92**

In addition, if a Closing takes place, at the request of Purchaser, at any location other than Sponsor's attorney's office, Purchaser shall pay to Sponsor's attorney a travel fee in the sum of $500.

In the event a Closing is adjourned with Sponsor's consent, at the request of Purchaser or Purchaser's attorney within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall also pay Sponsor's attorney an adjournment fee in the sum of $500.

In the event the Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Units in the Condominium for the six (6) month period following the first Closing. Thereafter, at each Closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Unit. Alternatively, the Sponsor may place in escrow, in the name of Board of

Managers, an amount equal to the real estate taxes attributable to the unsold Units for such six (6) month period and may collect at each Closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable. After the Units are separately assessed, the funder of the escrow account and the Unit Owner will be reimbursed for any overpayment of taxes or assessed for an underpayment.

Purchaser shall also pay, or reimburse to Sponsor, if Sponsor has already made payment, the following charges: (a) inspections and (b) appraisals.

If through no fault of Sponsor, Purchaser fails for any reason to Close Title after the date originally scheduled in Sponsor's Notice of Closing or such later date (if applicable) to which Sponsor in a subsequent Notice for Closing adjourned the Closing, all of the aforementioned apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Sponsor's adjourned Closing Date (as the case may be). In addition, Purchaser shall pay to Sponsor at or prior to the actual Closing an amount equal to .0438% per day (which equals an annual rate of 16%) of the purchase price for the Unit for each day beyond such originally scheduled or Sponsor adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Sponsor's carrying costs and other charges.

The fee title policy premiums and the recording charges set forth above are estimates based on the rates in effect as of the date of this Offering Plan. If said premiums, charges or rates are subsequently revised by the title company, the State, or Municipality, each Purchaser shall be required to pay the title policy premiums, recording charges and Closing Costs in effect as of the date of the Closing of Title to their Unit.

The Sponsor anticipates that the only items which will be apportioned at the Closing of Title to the Units will be real estate taxes and sewer charges, if any, and Common Charges, if they have been declared by the Board of Managers. The adjustments will be made as of 11:59 P.M. on the day preceding the Closing Date. In the event there are any other items which are to be apportioned at closing, said items will be adjusted at the Closing. The Sponsor will advise the Purchaser of the Closing Date by giving Purchaser written notice at least thirty (30) days prior to the Closing Date.

XVIII. RIGHTS AND OBLIGATIONS OF THE SPONSOR

No bond or other security has been furnished to secure performance of the following obligations. All obligations pertaining to the Common Elements shall be enforceable only by the Board of Managers on behalf of the Unit Owners and not by the individual Unit Owners. The following shall pertain to the Sponsor:

1. Sponsor will endeavor in good faith to market and sell the Units in the Condominium. Notwithstanding, Sponsor retains the unconditional right to rent rather than sell the Units. Because Sponsor is retaining the unconditional right to rent after consummation of the Plan rather than sell Units, this Plan may result in the creation of a condominium in which a majority of the Residential Units are not owned by owner-occupants or investors unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Residential Units, there is no commitment to sell more Units than the fifteen (15%) percent necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium Sponsor shall not rent a Unit in the Condominium prior to consummation of the Plan as defined in Title 13 NYCRR § 20.1(c)(6).

2. The Sponsor has no obligation to defend any suits nor to indemnify the Board of Managers or Unit Owners arising out of any act or occurrence occurring prior to the recording of the Declaration of Condominium except claims arising out of the acts, omissions or representations of the Sponsor.

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

4. Until title to a Unit is passed to a Purchaser, the Sponsor will pay such Common Charges, Special Assessments as are assessed by the Board of Managers of the Condominium, and the PILOT on the Units to which title has not passed. Once title is passed to a Purchaser the Purchaser shall be solely responsible for all Common Charges, Special Assessments, PILOT and all other costs applicable to the Unit, as are assessed by the Board of Managers of the Condominium. No bond or other security has been posted to secure such obligations. Sponsor will fund its financial obligations to the Condominium from the income derived from the sale of the Units and Sponsor's assets. Sponsor currently has the resources

necessary to meet its obligations under the Offering Plan.

5. The Sponsor is obligated to repair any damage from a casualty or other cause that occurs before the Closing of a Purchaser's Unit.

6. Sponsor will initially procure fire and casualty insurance for the Condominium on the terms set forth in the budget. Each Purchaser will be required to pay a pro-rata portion of the first year Condominium insurance based on each Unit's percentage of common interest.

7. In the event of the dissolution or liquidation of the Sponsor or the transfer of more than twenty (20%) percent of the total number of Units in the Condominium, the Principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

8. Sponsor has obtained a construction loan for the Condominium from Bank of the Ozarks (as successor in interest to Starwood Property Mortgage, L.L.C.). Sponsor will be required to release each Residential from the provisions of such mortgage. After the recording of the Declaration and before the closing of title to the first Unit the Lender of any mortgage that encumbers the property at the time of conveyance of the first Unit will either: (i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium Units; (ii) subordinate the lien of its mortgage to the Declaration of Condominium; or (iii) release its lien on the condominium Unit being conveyed and its interest in the Common Elements. In addition, before the closing of title to the first Unit all liens and mortgages affecting the Condominium shall be paid and satisfied on the Unit being conveyed and its appurtenant interest in the Common Elements shall be released therefrom by partial release duly recorded.

9. The Sponsor will diligently and expeditiously complete construction of the Condominium in accordance with the plans and specifications described herein and will diligently perform all of its obligations set forth in this Offering Plan and will deliver to the Board of Managers a copy of the "as built" plans filed with the recording of the Declaration or any amendment thereto and in addition will provide the Board of Managers with a full set of building plans filed with the City of Glen Cove together with any "field changes" made during the course of construction. Although the Sponsor intends to use the materials, fixtures, appliances and equipment described herein and in the building plans, the Sponsor reserves the right to

substitute materials, fixtures, appliances and equipment of equal or better quality or design for any of those set forth. As set forth herein, "equal or better quality" means comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable. Sponsor reserves the right to change the size, number and location of the improvements or Common Elements, provided such changes do not change or adversely affect the Percentage of Common Interest of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and Purchasers consent in writing to such a change. Sponsor further reserves the right to determine the ultimate Residential Unit type mix to be constructed in the Building; determine the location of electric, gas and water meters, electric transformers, air conditioning compressors, other Building wide equipment, mailboxes; and make any other changes required by the City of Glen Cove.

10. The Sponsor will obtain a permanent or temporary Certificate of Occupancy and any other certificate or permit required by law for the Building or Residential Unit before the Closing of Title to a Residential Unit and will, at its own cost, perform any work and supply any materials necessary to obtain the Certificates or permits. In the event a permanent Certificate of Occupancy is not issued as of the Date of Closing of a Residential Unit, Sponsor anticipates obtaining the permanent Certificate of Occupancy within two (2) years of the Closing of the Residential Unit. However, Sponsor and its principals make no representation or guarantee that the City of Glen Cove Department of Buildings will issue the permanent Certificate of Occupancy within such two (2) year period. Sponsor will obtain the permanent Certificate of Occupancy prior to the expiration of any temporary Certificate of Occupancy, unless the temporary Certificate of Occupancy is extended. Purchasers should refer to Special Risk No. 32 regarding Sponsor's right to Close Title with a temporary Certificate of Occupancy.

    In the event a permanent Certificate of Occupancy for the Building or an Individual Residential Unit has not been issued as of the Date of Closing for said Residential Unit, the Sponsor will continue to hold all deposits and funds in the special escrow account required pursuant to Section 352-e (2-b) and 352-h as described in Section XIII of the Offering Plan 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 the Sponsor's engineer or architect will be released to the 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 an unconditional, irrevocable letter of credit or post a surety bond in the amount certified by Sponsor's engineer or architect. In such event, it will disclose such fact by duly filed amendment to the Plan.

Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit, prior to the issuance of a permanent Certificate of Occupancy for the Residential Unit and/or Building. Unit Owners are responsible for obtaining all necessary permits from the City of Glen Cove and any other required municipal agencies for any changes the Unit Owner makes to their Unit subsequent to the Closing of Title with the Sponsor. In the event a Residential Unit Owner makes any changes, additions or alterations to their Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Residential Unit and/or Building, the Residential Unit Owner shall reimburse Sponsor within ten (10) days following Sponsor's demand therefor, for any and all costs incurred by Sponsor with respect to Residential Unit Owner's changes to the Unit that prevent the extension or renewal of a Temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Department of Buildings of the City of Glen Cove.

11. At the Closing of Title, the Sponsor will deliver and assign the certificates and warranties delivered to it and transferable to Purchaser. Sponsor's liability pursuant to any manufacturers' warranties covering heating, appliances, electricity, plumbing and roofing are limited solely to the extent that such warranties are delivered to Sponsor, transferable to the Purchaser or to the Condominium Board of Managers and then only as against such manufacturer.

12. The acceptance of a deed by a Purchaser will be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the Purchase Agreement, in 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of this Plan), and in General Business Law Section 352-e to survive delivery of the deed. The Purchaser of a Residential Unit will inspect such Residential Unit, prior to the Closing Date and will execute at such time an inspection statement acknowledging Purchaser's acceptance of the Residential Unit, in good condition and in accordance with the terms of the Plan, provided that if Purchaser finds that Sponsor's improvements

have not been completed as described in the Plan then Sponsor and the Purchaser in question will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Residential Unit by Sponsor as provided in the Purchase Agreement. A Purchaser will receive prior notice that a Residential Unit is available for inspection pursuant to this Paragraph, as more particularly set forth in the Purchase Agreement in Part II of the Plan. A Purchaser who fails to inspect such Residential Unit will be deemed to have accepted the Residential Unit in good condition and in accordance with the terms of the Plan. Notwithstanding the foregoing, Purchaser will retain the right to pursue any remedy available under their individual Limited Warranty. After Closing of Title to each Residential Unit the Purchaser thereof must comply with the procedures established by the Managing Agent or the Board of Managers regarding such Purchaser's move in and out of the Residential Unit. This may include "move in" and/or "move out" fees which will be refunded to the Purchaser unless the Purchaser or the Purchaser's agents cause damage to the Building during the move in or move out of the Residential Unit. In such an event the move in or move out fees will be used to repair said damage. In the event the move in and move out fees paid are less than any damage caused, the Purchaser will be responsible for the additional amount of the damage. In the event the move in or move out fees paid are greater than the damage caused, the Purchaser will be refunded the excess amount.

13. The Sponsor will give a Limited Warranty to the Purchaser which provides the following warranty coverages regarding the Units:

FIRST YEAR BASIC COVERAGE: for one year from the Effective Date of the Warranty (as shown on page 1 thereon), the Unit will be free from latent defects that constitute:

(a) defective workmanship by the Sponsor, or an agent, employee or subcontractor of the Sponsor;

(b) defective materials furnished by the Sponsor, or an agent, employee or subcontractor of the Sponsor;

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Sponsor; or

(d) defective installation of appliances sold as part of the Unit by the Sponsor or an agent, employee or subcontractor of the Sponsor.

TWO YEAR MAJOR SYSTEM COVERAGE: for two years from the Effective Date of the Warranty, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Unit which have been installed by the Sponsor are warranted to be free from latent defects resulting from defective installation by the Sponsor.

SIX YEAR MAJOR STRUCTURAL DEFECT COVERAGE: for six years from the Effective Date of the Warranty, the Unit will be free from latent Major Structural Defects that result from:

(a) defective workmanship by the Sponsor, or an agent, employee or subcontractor of the Sponsor;

(b) defective materials furnished by the Sponsor, or an agent, employee or subcontractor of the Sponsor; or

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Sponsor.

The Sponsor excludes the Housing Merchant Implied Warranty set forth in Article 36-B of the General Business Law, and all other warranties, express or implied, other than the Limited Warranty. The Limited Warranty excludes all consequential, incidental, special and indirect damages and limits Sponsor's liability to twenty-five (25%) percent of the purchase price. Any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code shall be void as contrary to public policy. See Special Risk Factor 25, at page XII, and the complete terms of the Limited Warranty contained in the Rider to the Purchase Agreement set forth in Schedule D-1. Article 36-B of the General Business Law is set forth in Schedule L. To the extent any coverage under this warranty applies to Common Elements of the Condominium, such coverage shall be deemed given to the Board of Managers of the Condominium. Regardless of any limitations in the warranty or in this Offering Plan, the Sponsor's obligation is to build and complete the Condominium in accordance with all applicable codes and the building plans and specifications identified in the Plan.

REGARDING THE COMMON ELEMENTS:

The Sponsor will correct any defects in the construction of the Common Elements not forming part of the Units, or in the installation or operation of any mechanical equipment therein, due to improper workmanship or material substantially at variance with this Offering Plan provided and on

condition that Sponsor is notified in writing of such defect(s) within twelve (12) months from the date of substantial completion of the defective portion(s) of the Common Elements.

The quality of construction shall be comparable to local standards adopted by the Long Island Builders Institute and in accordance with the plans and specifications. In no event shall the Sponsor be responsible for the partial or total death of any trees, shrubs, bushes or other landscape improvements; damage to walkways or other concrete areas caused by the application of salt or deicers; normal settlement cracks on patios, sidewalks, other flat work; sidewalks, leaks resulting from acts of God or alteration of landscaping or grading (whether performed by the Condominium or Unit Owner); leakage resulting from "ice dams" forming on roof; spilling or flaking of concrete surfaces if ice melting compounds have been used. The Sponsor has no obligation to make any repair to the Common Elements except as expressly set forth in the Offering Plan.

In no event will Sponsor be responsible for any condition in the Residential Unit or the Common Elements resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (ii) defects of an insubstantial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements that may abut the Building, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber shrinkage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) deviations in the level of ceilings, and imperfections in ceiling finishes; (v) imperfections in painting finishes; (vi) deviations in the level of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows in accordance with customary practice and professional standards; (ix) noise from normal plumbing and the HVAC system; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other

flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood; (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, back splashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors and after the Residential Unit Closing, paint touch-ups, repair of dented appliances, or replacement of light bulbs; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or variations in veining of any natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete and/or paving; (xix) discoloration to hardware and plumbing finishes; (xx) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xxi) scratched, dirty or cracked lenses in light fixtures; or (xxii) terrace or balcony tiles not laid flat, or color variation in tiles or mortar, or stained tiles; (xxiii) subsequent to the Residential Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, or (xxiv) salting or color variation in exterior colored mortar and deep colored brick; (xxv) remove mold from the Building or any Residential Unit therein, or (xxvi) or normal water penetration in frameless shower doors. Sponsor will be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair will be made by filling the stone or formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, formica or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING OR RESIDENTIAL UNIT. PURCHASERS WHO PURCHASE A RESIDENTIAL UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR RESIDENTIAL UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING OR RESIDENTIAL UNIT. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD OF MANAGERS THEREOF. IF PURCHASERS OR ANY BOARD OF MANAGERS DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO

THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.

The Sponsor has no obligation to make any repair to the Common Elements except as expressly set forth in the Offering Plan.

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

All personal property located within the Residential Unit on the date the Purchase Agreement is executed or that is located within a Limited Common Element for the exclusive use of the Residential Unit on the date the Declaration is filed, that is owned by the Sponsor or anyone else, will be included in the conveyance to Purchaser of their Residential Unit unless specifically excepted in the Plan or Purchase Agreement.

14. The Sponsor will deliver to the Purchaser and/or the Board of Managers upon the recording of the Declaration all manufacturers' and sub-contractors' heating, electrical, plumbing, roofing and appliance warranties and bonds relating to the Purchaser's Residential Unit or the Common Elements respectively, if any, to the extent made by such manufacturers and subcontractors and to the extent such warranties and bonds are assignable.

15. The Sponsor will pay all contractors, subcontractors and material men and all others involved in the construction of the Condominium for work performed and fixtures, material and equipment supplied or installed in the construction of the Condominium and will cause all mechanics' liens arising out of the construction of the Condominium or the furnishing or installation of fixtures or equipment, to be discharged or bonded promptly after the liens are filed.

The Sponsor will pay all expenses incurred prior to the establishment of the Condominium and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred or in connection with the sale of all of the Units held or owned by the Sponsor and will pay all selling expenses including, but not limited to, advertising and printing costs, architect fees, and costs of filing this Offering Plan and amendments thereto.

16. No bond or other security has been posted to secure Sponsor's obligations.

17. The Sponsor reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Elements of the Condominium for the purpose of completing its construction and sale or rental of Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. Sponsor also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the Common Elements. Sponsor will be obligated to pay for the cost of any utilities it uses as a result of its use of the easements, licenses, rights and privileges of a right-of-way. Finally, the Sponsor reserves the right to continue to use the Common Elements and any facilities, sales offices, model or unsold units and signs located on the Common Elements, in its efforts to market or lease the Units in the Condominium. Sponsor will be obligated to repair any damage to the Common Elements and Units caused as a result of its use of the easements, licenses, rights and privileges of a right-of-way to complete the construction of the Condominium. Upon reasonable notice to a Unit Owner, Sponsor shall have a right of access to any Unit for the purpose of carrying out any of the above easements, licenses, rights and privileges. During the construction period some obstructions, detours, storage of materials and equipment will likely be necessary. These conditions will not violate any applicable building safety codes, laws and/or regulations and will not interfere with Unit Owner's ingress or egress. Sponsor shall not unreasonably interfere with the use of an Owner's Unit during the construction period.

18. Pursuant to Section 352-e (9) of the General Business Law, copies of all documents mentioned in this Offering Plan, including without limitation the following, are and will be kept on file at the office of Sponsor set forth on the cover page of this Offering Plan for six (6) years from the date the Declaration is recorded for examination by any person who has purchased a condominium interest offered by this Plan or otherwise has participated in this offering: This Offering Plan; the proposed Declaration and By-Laws of the Condominium; public liability, fire and casualty policy, and Schedules submitted to the Department of Law in conjunction with this Plan. A copy of the form of the Purchase Agreement is submitted with this Offering Plan as Schedule D in Part II of the Offering Plan.

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

20. The Condominium By-Laws provide that the Board of Managers has the right to act as an agent for one (1) or more Unit Owners to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessments of their Unit pursuant to Section 339-y(4) of the New York Property Law. In such event, the Board of Managers on behalf of the Condominium could retain counsel on behalf of such Unit Owners and charge each Unit Owner for whom it is acting a pro rata share of expenses, disbursements and legal fees, the payment for which would be secured by a lien on each Unit. The Board of Managers on behalf of the Condominium is not obligated to perform such services and it is necessary to obtain the written authorization of the Unit Owners.

XIX. CONTROL BY THE SPONSOR

Prior to the first annual meeting the initial Board of Managers will consist of three (3) Sponsor's appointed Members. At the first annual meeting of the Unit Owners and thereafter the Board of Managers shall consist of a total of five (5) elected and/or Sponsor designated Members to the Board of Managers. After all Residential Units are closed, the Board shall consist of five (5) elected Members. The Sponsor, as the owner of Unsold Residential Units, will be entitled to designate a majority of the Residential Members Board of Managers of the Condominium until all of the Residential Units in the

Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees. There is no limit on the period of time it may take Sponsor to convey all the Residential Units in the Condominium and as a result the Sponsor may control the Board indefinitely. A meeting will be held to elect the new Residential Member of the Board of Managers unrelated to Sponsor on or about thirty (30) days after the expiration of the control period. Notwithstanding, the Sponsor shall have the right but not the obligation to voluntarily relinquish control before said date.

As a result of the above the Sponsor will have voting control of the Board of Managers during this period. As a result of the fact Sponsor may retain a majority of the Residential Members of the Board of Managers for said period. Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this Offering Plan. Purchasers individually, or as a group, may take legal or administrative action to enforce the Sponsor's obligations to the Condominium. However, they will be unable to do so in the name of the Condominium. In addition the funds utilized for such actions will either have to be obtained by a Special Assessment of all Unit Owners excluding the Sponsor or obtained through independent funds of the Unit Owners. The Sponsor will also, during this indeterminate period, have control of maintenance, facilities and services to be provided to the Condominium and will determine the Common Expenses to be paid by all Unit Owners, including the Sponsor and will also be responsible for the enforcement of the Sponsor's obligations through the Board of Managers. Purchasers should further note that the By-Laws do not contain any provision that provides that after the Sponsor relinquishes control of the Board a majority of the Members of the Board of Managers must be owner occupants who are unrelated to the Sponsor or its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e. purchasing as a Residential Unit to live in as opposed to purchasing as an investment.

The initial Members of the Board of Managers of the Condominium will consist of Scott Rechler, Joseph Graziose and Frank Haftel. Mr. Rechler is the principal of Sponsor and Messrs. Graziose and Haftel are employees of the Sponsor or affiliated entities of the Sponsor. The Sponsor shall retain the right to substitute other persons in the place of the above-named individuals until the resignation of the first Board as set forth below. Thereafter the Sponsor shall have the right to substitute Members of the Board it has appointed as Sponsor so determines. As a result of the fact Sponsor will be selling and Closing Units during the first year and a number of the Units under Purchase Agreements may not close during the first year, the first annual meeting of the Unit Owners may not be held until at least one (1) year after the date of the Closing of Title to the first Unit in the Condominium.

Subsequent to the first meeting of the Unit Owners as long as Sponsor retains a majority of the Members of the Board of Managers, Sponsor will hold annual meetings. Subsequent to the Sponsor relinquishing a majority of the Members of the Board of Managers, Sponsor will be entitled to designate a majority of the Board of Managers as long as Sponsor retains at least one (1) Residential Unit. At such time as all of the Residential Units are Closed, Sponsor will not be entitled to any representation of the Residential Members on the Board of Managers. Upon the election and designation of the new Board of Managers at the first annual meeting, the Members of the first Board will resign. Residential Members of the Board of Managers, other than Sponsor designees, may be removed for cause by an affirmative vote of sixty- six and two- thirds percent (66⅔%) of the Unit Owners. Sponsor designees can only be removed by the Sponsor. Officers of the Condominium may be removed with or without cause, at anytime, by the affirmative vote of a majority of the whole Board of Managers.

As long as the Sponsor retains at least one (1) Unsold Unit in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent (i) make any additions, alterations or improvements to the General Common Elements, Individual Residential Unit's Limited Common Elements of the Condominium that is not a Residential Unit Owner's obligation and/or to any Unit costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work; or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of the reserve for contingencies provided in Schedule B; or (iii) hire any employee in addition to the employees referred to in the Plan; or (iv) enter into any contracts not in existence on the date of the first Closing of Title to a Residential Unit; or (v) borrow money on behalf of the Condominium; or (vi) reduce the services or maintenance set forth in Schedule B; (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium; or (viii) increase the Common Charges of the Condominium more than ten (10%) from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize Condominium funds or assess the Sponsor for the purpose of commencing a lawsuit against the Sponsor or any of its principals.

As noted above, the Sponsor has the right to retain control over certain expenditures and fiscal actions of the Board of Managers. Notwithstanding said fact, Sponsor may not exercise veto power over expenses described in Schedule B (the proposed first year budget), or over expenses required:

(i) to comply with applicable laws or regulations; or

(ii) to remedy any notice of violation; or

(iii) to remedy any work order by an insurer; or

(iv) necessary for the preservation or safety of the Condominium or for the safety of occupants of the Condominium or required to avoid the suspension of any necessary service to the Condominium.

The above provisions provide that during said period, significant financial decisions of the Board of Managers will be decided by the Sponsor. Examples of such decisions are, in part, the ability to borrow money, as provided in The Condominium Act (Article 9-B of the Real Property Law, §339-jj), for a capital improvement all Unit Owners are in favor of, or the ability to enter into a contract with a lawyer and fund legal fees if the Sponsor fails to comply with provisions in the offering.

The detailed provisions for the management of the Condominium are set forth in the attached By-Laws. The By-Laws contain provisions, among others, dealing with the election of the Board of Managers, and Condominium officers, powers of the Board of Managers, voting rights of Unit Owners, assessment of Common Charges, foreclosure of liens for non-payment of Common Charges, management of the Condominium and the use of the Units. The By-Laws provide that the Condominium shall be governed by the Board of Managers, but that the Board of Managers shall have the right to designate Committees or a Managing Agent to carry out such function.

XX. BOARD OF MANAGERS

The form of the By-Laws and the Declaration of Condominium referred to in the Plan appear in Part II as Schedules I and J.

The following is a summary of certain provisions of the By-Laws and Declaration.

Board of Managers

The affairs of the Condominium shall be governed by a Board of Managers (the "Board"). Until the first annual meeting, the first Board of Managers shall consist of three (3) Members designated by the Sponsor. The initial Members of the Board of Managers of the Condominium will consist of Scott Rechler, Joseph Graziose and Frank Haftel. The initial Board of Managers shall call the first annual meeting within twelve (12) months of the Closing of the first Residential Unit. Thereafter the Board of Managers shall total five (5) Members who shall be elected or designated for staggered terms. See Section XIX of the Offering Plan as to Sponsor's right to designate a majority

of the Residential Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees. Purchasers should further note that the By-Laws do not contain any provision that provides that after the Sponsor relinquishes control of the Board a majority of the Members of the Board of Managers must be owner-occupants who are unrelated to the Sponsor or its principals.

Every Residential Unit Owner shall be entitled to cast one (1) vote on each ballot for each Member to be elected for each Residential Unit owned. As a result of the fact Sponsor will be selling and Closing Units during the first year and a number of the Units under Purchase Agreements may not close during the first year, the first annual meeting of the Unit Owners may not be held until at least one (1) year after the date of the Closing of Title to the first Unit in the Condominium. All Residential Members of the Board of Managers, other than designees or nominees of the Sponsor, shall be Residential Unit Owners. At the first annual meeting, two (2) Residential Unit Owner shall be elected or designated by Sponsor for a three (3) year term, two (2) Residential Unit Owner Member of the Board of Managers shall be elected for a two (2) year term and one (1) Residential Unit Owner Member of the Board of Managers shall be elected for a one (1) year term. At the expiration of the initial term of office of each respective Member, the Member's successor shall be elected to serve a term of three (3) years. After the first meeting of Unit Owners elections are to be held annually. See Section XIX of the Offering Plan for details concerning Sponsor control of the Board of Managers.

In addition to the Residential Members designated by the Sponsor, as long as Sponsor retains an unsold Residential Unit in the Condominium, Sponsor may vote as Sponsor so determines for any other Residential Members, so long as the Residential Members are not on Sponsor's slate of Residential Members for the Board, Sponsor's payroll or as long as they did not receive other financial backing from the Sponsor other than a mortgage held by the Sponsor or affiliated entity of the Sponsor, if applicable.

In the event Sponsor is entitled to designate a majority of the Members to the Board of Managers at the first annual meeting, two (2) Sponsor Member(s) shall be appointed to a two (2) year term and one (1) Sponsor Member shall be appointed for a one (1) year term. The Sponsor Member shall thereafter be appointed to the same length of term until such time as Sponsor is required to relinquish the seat or Sponsor voluntarily resigns the position. At such time as a Sponsor designated Residential Member of the Board of Managers either relinquishes or resigns a position on the Board either (a) a special meeting of the Residential Unit Owners shall be held to elect a Residential Unit Owner to fulfill the balance of the term or (b) the remaining Members of the Board of Managers shall appoint a Residential Unit Owner to fulfill the balance of

the applicable term. At the expiration of the applicable term an election shall be held to elect a Residential Unit Owner to the Board of Managers for a full three (3) year term.

As a result of the fact Sponsor will be selling and Closing Residential Units during the first year and a number of the Units under Purchase Agreements may not close during the first year, the first annual meeting of the Unit Owners may not be held until at least one (1) year after the date of the Closing of Title to the first Unit in the Condominium. Thereafter, annual meetings shall be held on the anniversary date of each succeeding year, unless such date is changed by the Board of Managers.

It shall be the duty of the President to call a special meeting of the Condominium, if so directed by the Board of Managers, or upon the presentation to the Secretary of a petition signed by a majority of the Unit Owners. The secretary shall cause a notice of such special meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be delivered personally or mailed to each Unit Owner of the Condominium entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before such meeting. The date of the special meeting shall be determined by the Board of Managers and shall be held no later than sixty (60) days from receipt of any written request unless a later date is agreed to in writing by the Unit Owners of the Condominium or the Board of Managers, requesting such meeting. No business other than that stated in such notice shall be transacted at such special meeting unless all Owners of the Condominium are present in person or by proxy. See Article II, Section 10 of the By-Laws of the Condominium.

Members of the Board of Managers and Officers of the Condominium serve without compensation.

Removal of Members of the Board of Managers

Members, other than Sponsor designees, may be removed with or without cause by an affirmative vote of sixty-six and two-thirds percent (66⅔rds) in number of the Residential Unit Owners entitled to vote at a special meeting called pursuant to Article II, Section 10 of the By-Laws. Residential Members designated by the Sponsor may only be removed by the Sponsor. No Residential Member other than a Residential Member designated by the Sponsor shall continue to serve on the Board of Managers if, during their term of office, they shall cease to be a Residential Unit Owner. In the event a Sponsor designee Residential Member is removed, the Sponsor shall have the sole right to designate the Sponsor Residential Member replacement.

Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, late fees, penalties and/or interest shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, late fees, penalties and/or interest are paid in full to the Condominium.

Powers and Duties of Board of Managers

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration or by the By-Laws, directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments ("Common Charges") to cover the cost of Common Expenses. The Common Charges are payable in advance as determined by the Board of Managers. The Board of Managers may increase the monthly Common Charges or vote a Special Assessment in excess of the Common Charges, if required, to meet any additional necessary Common Expenses, but said increases can only be assessed among the Unit Owners pro-rata according to their respective Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium or in such other manner as provided in Article VI, Section 9 of the By-Laws.

2. To determine and impose penalties, late fees and interest against Unit Owners delinquent in the payment of their Common Charges and to revise the amount of such fees as the Board of Managers so determines.

3. To determine and impose move in and move out fees and to revise said fees in its good faith discretion.

4. To collect, use, and expend the Common Charges collected to maintain, care for and preserve the General Common Elements, and any Individual Residential Unit's Limited Common Elements for which the Condominium is responsible to repair, replace and maintain and any other Common Expenses of the Condominium.

5. To make repairs, restore or alter any Unit or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

6. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owners as possible in connection with the maintenance, care, and preservation of the property, including any inspection or repairs necessitated by mold. No prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or

other persons, or required to avoid the suspension of any necessary service to the Condominium. Any repairs required as the result of negligence of a Unit Owner will be at the expense of the Unit Owner.

7. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts.

8. To insure and keep insured the Common Elements and Units in accordance with Article VII of the By-Laws.

9. To collect delinquent Common Charges, Special Assessments, late fees, penalties and/or interest by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the Condominium for violations of the Declaration, By-Laws or the Rules and Regulations of the Condominium.

10. The Members of the Board of Managers shall be empowered to make reasonable Rules and Regulations applicable to the Residential Units and the Residential Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon the Residential Unit Owners when the Residential Members of the Board of Managers have approved them in writing. A copy of such Rules and Regulations and all amendments thereto shall be delivered to each Residential Unit.

11. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a manager in connection with the matters herein above set forth.

12. To bring and defend actions by or against one (1) or more Unit Owners that are pertinent to the operation of the Condominium and to levy Special Assessments to pay for the cost of such litigation, subject to the provisions regarding the Sponsor as contained in Article III, Section 7(c) of the By-Laws.

13. To acquire a Unit in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Unit so acquired and to vote as a Unit Owner subject to any restrictions contained in the By-Laws, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers.

14. The entire Board of Managers shall be empowered to make additions, alterations, or improvements to the General Common Elements.

15. The Members of the Board of Managers shall be empowered to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the General Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit.

16. The Board of Managers shall be empowered to borrow money on behalf of the Condominium when required in connection with any addition, alteration, improvement and for the operation, care, upkeep and maintenance of the General Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit. The debt service and any other costs associated for monies borrowed pursuant to this section for the Common Elements shall be a General Common Expense of all the Unit Owners.

17. To act as an agent for one (1) or more Unit Owners to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessments of their Unit pursuant to Section 339-y(4) of the New York Real Property Law. In such event, the Board of Managers could retain counsel on behalf of such Unit Owners and charge each Unit Owner for whom it is acting a pro-rata share of expenses, disbursements and legal fees, based upon the unit's Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium, the payment for which would be secured by a lien on each Unit. The Board of Managers is not obligated to perform such services and it is necessary to obtain the written authorization of the Unit Owners it will perform such service for.

18. To determine and impose penalties, late fees and interest against Unit Owners delinquent in the payment of their Common Charges and/or Special Assessments in violation of the Rules and Regulations and to revise the amount of such fees as the Board of Managers so determines.

19. To enter into revocable license agreements for the use of space within the General Common Elements as long as the license agreement does not hinder or encroach upon the rights of Unit Owners to use the General

Common Elements, Individual Residential Unit's Limited Common Elements, and/or a Unit.

20. To enter into contracts, settlement agreements and/or other matters on behalf of the Condominium.

21. To grant utility or other easements over or to the Common Elements as may, at any time, be required for the benefit of the Condominium and the Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Unit Owners who have the right to use such Common Elements to the exclusion of any other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted);

22. The Board of Managers shall be empowered to make reasonable Rules and Regulations applicable to all Units and all Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon all the Unit Owners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Unit Owner.

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board of Managers, designate one or more committees, each of such committees to consist of at least one (1) Member of the Board of Managers, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business affairs of the Condominium and may have power to sign all papers which may be required, provided said resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board of Managers as required.

(c) As long as the Sponsor retains at least one (1) Unsold Unit in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the General Common Elements, Individual Residential Unit's Limited Common Elements of the Condominium that is not a Residential Unit Owner's obligation and/or to any Unit, costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work, (ii) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, (iii) hire any employee in addition to the employees referred to in the Budget for the first year of operation of the

Condominium, (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first Closing, (v) borrow money on behalf of the Condominium, (vi) reduce the services or maintenance set forth in the Condominium budget for the first year of operation, (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium, (viii) increase the Common Charges of the Condominium more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates, evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize Condominium funds or assess the Sponsor in order to commence a lawsuit against the Sponsor or any of its principals. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

(d) Notwithstanding Article III, Section 7(c) of the By-Laws Sponsor may not exercise veto power over expenses described in the proposed first year budget, as described in the Offering Plan, or over expenses required:

(i) to comply with applicable laws or regulations; or

(ii) to remedy any notice of violation; or

(iii) to remedy any work order by an insurer, or

(iv) necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building.

(e) Sponsor may exercise veto power over expenses described herein, other than those described in Article III, Section 7(e) of the By-Laws, for a period ending not more than five (5) years after the Closing of the first Unit or whenever the Units constitute less than twenty-five (25%) percent of the common interest, whichever is sooner.

The provisions of this paragraph may not be amended without the written consent of Sponsor.

Liability and Indemnification of Board of Managers, Officers and Unit Owners

No Member of the Board of Managers or Officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner for damages for any breach of duty in his or her capacity as a Member of the Board of Managers or Officer of the Condominium, provided that this provision does not eliminate or limit the liability of a

Member of the Board of Managers or Officer of the Condominium if a judgment or other final adjudication adverse to the Member establishes (a) that the Member's or Officer's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that the Member or Officer personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board of Managers or Officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that the Member, the Officer, the Member's or Officer's testator or intestate, was a Member of the Board of Managers or Officer of the Condominium or officer of the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board of Managers or Officer of the Condominium if a judgment establishes that the Member's or Officer's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Member or Officer personally gained in fact a financial profit or the advantage to which the Member or Officer was not legally entitled.

The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers and Officers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers or an Officer of the Condominium on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is intended that the Members of the Board of Managers and Officers of the Condominium shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or Officer of the Condominium or out of the aforesaid indemnity in favor of the Member of the Board of Managers or Officer of the Condominium shall be limited to such proportion of the total liability thereunder as the Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by a Member of the Board of Managers or Officer of the Condominium or on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the Member of the Board of Managers, or Officer of the Condominium as the case may be, are acting only as agent for the Unit

Owners and the Condominium and shall have no personal liability thereunder (except as Unit Owners).

Each Unit Owner's liability pursuant to this Section shall be limited to such proportion of the total liability thereunder as the Unit Owner's Percentage of Common Interest in the Common Elements bears to the Unit Owner's Percentage of Common Interest of all Unit Owners in the Common Elements.

Officers

The Officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one or more Assistant Secretaries and Assistant Treasurers and such other Officers as in their judgment may be necessary. All Officers must be Residential Unit Owners or Members of the Board of Managers except any Assistant Secretaries or Assistant Treasurers. In addition, the President must be both a Residential Unit Owner and a Member of the Board of Managers. Two (2) or more offices may be held by the same person, except the President, who can only hold the office of President.

The President shall be the Chief Executive Officer of the Condominium, shall preside at all meetings, shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect.

The Vice President shall take the place of the President and perform the duties of the President whenever the President is unable to do so.

The Secretary shall record all votes and the minutes of all proceedings in a book.

The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Residential Unit which, among other things, shall contain the amount of each assessment of Common Charges against

such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Repairs, Alterations and Improvements to Common Elements

All maintenance, painting, repairs and replacement of the General Common Elements, and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium including but not limited to exterior walls, roof and roof members of the Building, as well as painting, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from the Building, as well as all maintenance, repairs and replacements of foyers and stairways of the Building, and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and utility lines as are located in the General Common Elements but serve two (2) or more Units shall be contracted for by and be the responsibility of the Board of Managers and the cost thereof shall be a General Common except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Unit Owner or the prior alteration of the Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Unit Owner.

All maintenance and repair to the interior portion of the window area and doors which open from a Unit are the responsibility of the Unit Owner. All maintenance, repair and any replacement to the external portion of the window area, the actual window and external portion of the doors (including painting if necessary) which open from a Unit will be the responsibility of the Condominium and the cost thereof shall be a Common Expense of the Condominium and paid for by all Unit Owners as provided in Article VI of the By-Laws. Notwithstanding the above, should the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from a Unit be caused as a direct result of the negligence or act of a Unit Owner, occupant, tenant, guest or any other person residing, visiting or doing work in the Unit, the Condominium will repair or replace the external portion of the window, the window or the external portion of the doors which open from a Unit and the cost of such repair or replacement shall be charged to the Unit Owner as an additional Common Charge or Special Assessment.

All structural repairs and replacements to any balcony and/or terrace area that is an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium and a Common Expense of the Condominium. All general maintenance and repairs of a balcony and/or terrace area that is an Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks, the replacement of pavers and the repair or replacement of the surface of the balcony and/or terrace area), shall be the

responsibility of the Residential Unit Owner whose balcony and/or terrace area is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit.

The balcony and/or terrace areas are not permitted to be used for storage, are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to sleeping, living room, recreation, office or similar use. All drains located on a balcony and/or terrace area must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a balcony and/or terrace area. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to a balcony and/or terrace area except as required for repair or replacement.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, gas boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Unit that is located in the Unit or is an Individual Residential Unit's Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Unit exclusively shall be the responsibility of the Unit Owner for such equipment, services, etc.

All repairs and replacement of windows, and any snow removal from the General Common Elements shall be contracted for by the Board of Managers and the cost thereof shall be a Common Expense of the Condominium payable by all Unit Owners based on their percentage of Common Interest except that the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of a Unit Owner or prior alteration of a Unit shall be assessed to and paid by the applicable Unit Owner.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and the cost thereof shall be a Common Expense payable by all the Unit Owners as provided in Article VI of the By-Laws. Notwithstanding the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of a Unit Owner, occupant, tenant, guest or any other person residing in, visiting or doing work in the Unit, or caused by any prior alteration of a Unit, shall be assessed to and paid by the applicable Unit Owner.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Unit for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Unit or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with

any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

All repairs, painting or maintenance, whether made by the Unit Owner or the Board of Managers, to the doors, windows, or the exterior surface of the Building or to any generally visible portion of the General Common Elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor, unless varied by the Board of Managers.

In the event that a Unit Owner fails to maintain, repair or replace its Unit or any Limited Common Element for the Residential Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, any other portions of the Building or any other Unit or other Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Residential Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) of the Unit or Individual Limited Common Elements for a Unit's exclusive use and to charge said Residential Owner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Residential Unit Owner for repairs, maintenance and/or replacement to their Residential Unit or for repairs to any Common Elements restricted in use to such Residential Unit Owner, and the Residential Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Residential Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

Restoration or Reconstruction After Fire or Other Casualty

In the event of damage to or destruction of the Building as a result of fire or other casualty (unless seventy-five [75%] percent or more of the Units are destroyed or substantially damaged and seventy-five [75%] percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Unit, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and

the Board of Managers 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. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to the respective Percentage of Common Interest, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his or her Unit, in the order of the priority of such liens.

If only the Residential Unit(s) and/or the Individual Residential Unit's Limited Common Elements are damaged or destroyed by fire or other casualty or taken in a Taking and the insurance proceeds or condemnation awards are not sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus will be borne or shared entirely by all the Residential Unit Owners in proportion to their respective Common Interest in the Building.

Insurance

The Board of Managers shall be required to obtain and maintain, to the extent obtainable from generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements no matter how classified and the Units in the Building of the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Units which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Unit Owners, contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as

their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $250,000 or less, shall be payable to the Board of Managers, and if more than $250,000 shall be payable to the Insurance Trustee. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership applicable to said Unit.

The blanket property insurance as provided above will commence with the Closing of Title to the first Unit.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of a Unit. Duplicate originals of all policies of physical damage insurance and of all renewals thereof together with proof of payment of premiums, shall be delivered to all mortgagees of a Unit at least ten (10) days prior to expiration of then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Unit Owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss. All policies shall include the standard form of a "Special Condominium Endorsement" or its equivalent. All policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may

from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be a minimum of $1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Condominium. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least 10 days' prior written notice to the Condominium and to each holder of a first mortgage on any Unit in the Condominium which in listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employers liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance. Such public liability insurance shall commence on the Closing of Title to the first Unit.

In addition to the above, blanket fidelity bonds shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to *3* months aggregate assessments on all Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, ("Fannie Mae") Servicers on behalf of Fannie Mae, also receive such notice of cancellation or modification.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit.

Reports to Unit Owners

All Unit Owners will receive within four (4) months of the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement prepared by an independent public accountant, a statement regarding any taxable income attributable to the Unit Owners, and a notice of the holding of the annual Residential Unit Owners meeting. During such time as the Sponsor retains a majority of the Board of Managers, the Board of Managers shall provide a certified annual statement at the cost of the Condominium.

Amendments

The provisions of the Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number held at a duly-called meeting of the Unit Owners, provided however, that:

(i) No amendment altering a Unit Owner's Percentage of Common Interest shall be made without the consent of all Unit Owners affected.

(ii) No amendment shall be passed which shall affect, impair or prejudice the validity, interest, rights and priorities of mortgagees.

(iii) No amendment, modification, addition or deletion of, to or from the Declaration, the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its successors, assigns or designees or against any Unsold Unit, as long as the Sponsor, its successors, assigns, or designees owns an Unsold Unit in the Condominium unless the Sponsor, its successors, assigns or designees has given its prior written consent thereto. This provision is not subject to amendment.

(iv) The Declaration may not be altered, amended or repealed in such a manner as would adversely affect the Sponsor, its successors, assigns or designees without the written consent of the Sponsor, its successors, assigns or designees.

(v) The Board of Managers and the Sponsor, as long as the Sponsor owns an Unsold Unit in the Condominium, shall have the right to amend the Declaration without the vote or consent of the Residential Unit Owners or the holders of any Residential Unit mortgages and to execute and record in the Nassau County Clerk's Registrar's Office such amendment as may be required to reflect (i) changes in the Declaration (including Schedule

B), As-Built Floor Plans and Condominium or Unit Designation Map that are corrective in nature or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) technical corrections, or (iv) to comply with any federal, state or city law or regulation that may affect the Condominium. In connection therewith, each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest to the Board of Managers of the Condominium and to the Sponsor to amend the Declaration of Condominium for said purposes.

(vi) A Purchaser or Residential Unit Owner who purchases or owns two (2) adjoining Residential Units and is desirous of consolidating the two (2) Residential Units into one (1) Residential Unit may do so subject to obtaining all approvals required by the City of Glen Cove Department of Buildings and any other required municipal approvals and obtaining whatever insurance and/or surety is required by the Board of Managers to do whatever work is necessary to consolidate the two (2) Units. The Board of Managers shall be required to cooperate with the Purchaser in amending Schedule B to the Declaration to reflect the consolidation and to change the appurtenant Percentage of Common Interest so long as the new Percentage of Common Interest equals the Percentage of Common Interest of the Residential Units that were consolidated and the Board of Managers shall have the right to amend said Schedule B without the vote or approval of the Residential Unit Owners. All approvals, revisions, amendments to Schedule B of the Declaration and any other requirements including any legal, engineering, architectural or otherwise necessary to consolidate the Residential Units shall be at the Purchaser's or Residential Unit Owner's sole cost and expense.

(vii) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of common elements; responsibility for maintenance and repairs; reallocation of interests in the General or Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Units contained in Article XI of the By-Laws; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision by the Condominium to establish self management

when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

(viii) There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

Amendments to By-Laws

The By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by sixty-six and two-thirds percent (66⅔%) of the Unit Owners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration. In addition the following shall apply to amendments to the By-Laws:

(i) No amendment shall be passed which will affect or impair the validity of the Unit Owners' interest in a Unit.

(ii) No amendment, modification, addition or deletion of, to or from the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its designee, assignee or successor or any Unsold Unit, as long as the Sponsor, its designee, assignee or successor owns an Unsold Unit in the Condominium unless Sponsor, its designee, assignee or successor has given its prior written consent thereto. This provision is not subject to amendment.

(iii) The Board of Managers shall have the right to amend the By-Laws without the consent of the Unit Owners to make corrections to the By-Laws that are patent errors, inconsistencies, scrivener's errors and technical errors. In connection therewith each Unit Owner upon becoming a Unit Owner

shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers to amend the By-Laws for said purposes.

(iv) No amendment to the By-Laws shall be passed which shall impair or prejudice the validity, interest, rights and priorities of a mortgagee

(v) The Sponsor shall have the right to amend the By-Laws without the consent of the Unit Owners or the Board of Managers to (a) make corrections that are patent errors, inconsistencies, scrivener's errors or technical errors, to conform to other documents, or (b) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (c) to reduce the Sponsor control period of the Board of Managers, or (d) to comply with any federal, state or local law or regulation that may affect the Condominium. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Sponsor, its successors, assigns and purchasers of undeveloped or unsold Units to amend the By-Laws for said purposes.

(vi) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the General or Individual Residential Unit's Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Units contained in Article XI of the By-Laws; imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit Owner's Unit; a decision by the Condominium to establish self management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;

any action to terminate the legal status of the project after substantial destruction or in the event condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

Units Acquired by the Board of Managers

All Units which are acquired by the Board of Managers, or its designee as a result of foreclosure of a lien for non-payment of Common Charges or a right of first refusal, shall be held by the Board of Managers on behalf of all Unit Owners. The Percentage of Common Interest acquired by the Board of Managers shall remain as designated in Schedule B of the Declaration of Condominium and the Board of Managers shall be responsible for paying all Common Charges appurtenant to said Unit. The Board of Managers shall be entitled to cast all votes that are appurtenant to the Units at any Unit Owners meeting for all purposes except for the election of Members to the Board of Managers.

Termination of Condominium

The Property shall not be withdrawn from the provisions of Article 9-B of the Real Property Law unless at least eighty percent (80%) of the Unit Owners entitled to vote in number and Percentage of Common Interest and the first mortgagees, if any, of these same Units agree to the withdrawal of this Property from the provisions of such Article. The Sponsor or its nominee will not cast any of its votes for withdrawal, unless eighty percent (80%) of Unit Owners other than Sponsor so vote.

Covenant Against Partition of Common Elements

The Common Elements are not subject to partition nor are they severable from the Units except in accordance with the Real Property Law.

XXI. RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS

Sale or Lease of Units

Any Residential Unit may be conveyed subject to local zoning ordinances, by its Residential Unit Owner free of any restrictions except that no Residential Unit Owner shall convey, mortgage, pledge, hypothecate or sell their Residential Unit unless and until all unpaid Common Charges, Special Assessments and any other fees or charges owed the Condominium that have been assessed against the Residential Unit Owner's Residential Unit shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of a Residential Unit. In addition, all sales are subject to the right of first refusal of the Board of Managers as provided for in Article XI, Section 2 of the By-Laws.

Any Residential Unit Owner who receives a bona fide offer to purchase the Residential Unit Owner's Residential Unit and intends to accept such offer, must give notice by certified or registered mail to the Board of Managers of the receipt of such bona fide offer. The giving of such notice shall constitute an offer by such Residential Unit Owner to sell the Residential Unit Owner's Residential Unit to the Board of Managers or its designee, corporate or otherwise, on behalf of all other Residential Unit Owners, upon the same terms and conditions as contained in such bona fide offer. No later than ten (10) days after the receipt of such notice, the Board of Managers may elect, by sending written notice to such Residential Unit Owner before expiration of said ten (10) day period, by certified or registered mail, return receipt requested, to purchase such Residential Unit, as the case may be. In such event, title shall close at the office of the attorneys for the Condominium, in accordance with the terms of the bona fide offer, within forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. See Article XI, Sections 2 through 6 of the By-Laws.

The purchase of a Residential Unit by the Board of Managers or its designee, on behalf of all Residential Unit Owners, may be made from funds deposited in the capital and or expense account of the Condominium. If the funds in such accounts are insufficient to effectuate any such purchase, the Board of Managers may levy an assessment against each Residential Unit Owner, in proportion to each Residential Unit's square footage to the overall square footage of all the Residential Units, as reflected in Schedule B of the Declaration, as a Special Assessment of just the Residential Units, and/or the Board of Managers may in its discretion finance the acquisition of the Residential Unit; provided, however, that no such financing may be secured by an encumbrance, or an hypothecation of any portion of the Property other than the Residential Unit to be purchased. If financed all costs of the financing and any debt service on the financing shall be paid solely by the Residential Unit Owners in

proportion to each Residential Unit's square footage to the overall square footage of all the Residential Units, as reflected in Schedule B of the Declaration, as a Special Assessment of just the Residential Units.

During the period a Residential Unit is owned by the Condominium it may be rented or used for any other permissible use under the applicable zoning laws. Any Residential Unit owned by the Condominium may be sold or leased. All proceeds of any sale or lease will become income to the Condominium to be used towards Common Expenses or other Condominium purposes.

The Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by law if it rents or sells a Residential Unit acquired through its right of first refusal. See the By-Laws in Part II of the Plan.

Any Unit Owner may convey the Unit Owner's Unit and Percentage of Common Interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board of Managers or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit.

Any Residential Unit may be leased subject to the Board of Managers' right of first refusal and to the leasing requirements contained in Section 7 of Article XI of the By-Laws. In addition, any Residential Unit Owner who wishes to enter into a lease for the Residential Unit Owner's Residential Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease at least thirty (30) days prior to its execution. All Residential Unit Owners who wish to enter into a new lease for the Residential Unit Owner's Residential Unit shall be required to submit all documentation required by the Board of Managers as set forth in Section 7 of Article XI of the By-Laws to the Managing Agent or the Board of Managers in the absence of a Managing Agent. All leases must comply with all the requirements contained in said Section 7. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium.

The Board of Managers reserves the right to deny a prospective tenant of a Residential Unit's application if the Board of Managers determines that the prospective tenant may constitute a threat to the health, safety and/or protection of the Residential Unit Owners or may result in substantial physical damage to the Common Elements of the Condominium without having to exercise the Board of Managers' right of first refusal. In the event the Board of Managers of the Condominium, in its sole discretion, determines that the prospective tenant of the Residential Unit does not meet its criteria for tenancy of a Residential Unit as provided herein and in Sections 1 and 7 of Article XI of the By-Laws, the Board of Managers shall issue a denial to the Residential Unit Owner within ten (10) days of such determination. The Residential Unit Owner shall

thereafter have the right to procure a second prospective tenant for the Board of Managers' right of first refusal, review and approval pursuant to all of the terms of Article XI of the By-Laws.

The provisions contained herein shall not apply to the acquisition or sale of a Residential Unit by a mortgagee who shall acquire title to such Residential Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagees.

Whenever the term "Residential Unit" is referred to in this section, it shall include the Residential Unit, the Residential Unit Owners undivided Percentage of Common Interest in the Common Elements and the Residential Unit Owners' interest in any Residential Units acquired by the Board of Managers.

Any sale or lease of any Unit in violation of this section shall be voidable at the election of the Board of Managers.

Except as noted below, every lease on every Residential Unit in the Condominium is subject to the following rules and regulations, regardless of whether stated in the lease:

(a) No later than thirty (30) days prior to execution of a lease, the Residential Unit Owner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease, credit and background check (including criminal background), a minimum of two (2) referrals and any other information that may be requested by the Board of Managers;

(b) the lease must be in writing;

(c) the lease must be for the entire Residential Unit;

(d) the lease must be for a minimum term of twelve (12) months. Renewal terms shall also have a minimum of twelve (12) months.

(e) the form of the lease and any renewal lease must contain a provision that the tenant has thoroughly read and agrees to be subject to the Declaration, the By-Laws and Rules and Regulations of the Condominium and agrees to accept the power of attorney of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the Rules and Regulations of the Condominium and agrees to be jointly and severally liable with the Residential Unit Owner for any and all fines and costs levied against the tenant for any violation of the provisions

of the Rules and Regulations, By-Laws and/or Declaration of Condominium;

(f) the use of the premises is subject to the Declaration, the By-Laws and the Rules and Regulations of the entire Condominium;

(g) within thirty (30) days of occupancy by the tenant, the name and telephone number of the tenant, together with a clear and complete copy of the executed lease, must be furnished to the Managing Agent or if no Managing Agent to a Member of the Board of Managers of the Condominium;

(h) the Residential Unit cannot be used as a motel or hotel or otherwise for transient tenants;

(i) no Residential Unit Owner, Resident or tenant shall be permitted to place any signs for rent in or on the Residential Unit or the Common Elements of the Condominium;

(j) all leases and tenants are subject to all municipal requirements applicable to rentals, if any; and

(k) if any Residential Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including any Rules and Regulations, the Board of Managers of the Condominium may bring an action in its own name or in the name of the Residential Unit Owner, or both, to have the tenant evicted or to recover damages, or both.

The Board of Managers, in its sole discretion, may add or change any of the criteria above with respect to the requirements of leasing Residential Units.

In order to carry out the provisions of Article XI of the By-Laws and pursuant to the provisions of Article Fourteenth of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided herein is not exclusive and is in addition to any other remedy or remedies available to the

Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

By becoming a tenant, each tenant will be bound by the Declaration, the By-Laws and the other Rules and Regulations of the Condominium, and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (c), (e), (f), (g), (h), (i), (j) and (k) above shall apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent purchaser from the first mortgage lender is subject to all the terms of Article XI of the By-Laws. In addition the provisions of Article Twelfth of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of a Unit by the mortgagee.

The foregoing restrictions regarding the right of first refusal and the sale or lease of a Unit shall not apply to Sponsor-owned Residential Units. The Sponsor, its successors, assignees or designees shall have the right to freely sell an Unsold Unit or to freely lease all or any part thereof without any interference or any restrictions by the Board of Managers as long as the lease and use by a tenant is in compliance with the permitted use of the Unit under applicable zoning and occupancy requirements.

Real Property Law Section 339-kk

Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying Residential Unit Owner who rents any Residential Unit in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Residential Unit within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the condominium association. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant

to the applicable provision of the By-Laws. A complete copy of Section 339-kk of the Real Property Law is contained in Part II of the Plan as Schedule L.

Restrictions on Occupancy and Use

There is no restriction upon ownership of a Residential Unit. Occupancy of a Residential Unit Owner, however, may only be for residential purposes in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

The By-Laws of the Condominium contain the following use restrictions regarding the Residential Units: No immoral, improper, offensive or unlawful use shall be made of the Condominium nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Residential Unit Owners, their families, employees, guests and any permitted pets shall not use or permit the use of the Residential Units and Common Elements in any manner that would be illegal, disturbing or a nuisance to other Residential Unit Owners. No resident shall put any advertisement, poster, or signs, including for-sale signs of any kind in or on a Residential Unit or the Common Elements without the consent of the Board of Managers. It is prohibited to use any of the Common Elements for storage except as may be provided in the Condominium. No Residential Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of their Residential Unit. All Residential Unit Owners must maintain their thermostat at a minimum of 60 degrees Fahrenheit to avoid pipes from freezing. Any Residential Unit Owner failing to adhere to this provision shall be responsible for any and all damage to the Condominium or any other Unit as a result thereof. Any improvements beyond the interior walls of a Residential Unit will require the approval of the Board of Managers.

All vendors, contractors, sub-contractors and other personal transporting any equipment, appliances, furniture, plants or other fixtures to a Residential Unit must utilize the elevator at times designated for such purpose by the Board of Managers. All Residential Unit Owners, tenants or other residents of the Building moving in or out or transporting any equipment, appliances, furniture or plants or other fixtures must utilize the elevator at times designated for such purpose by the Board of Managers. Unit Owners should refer to Article VIII of the By-Laws as to the Rules and Regulations applicable to the Unit Owners.

Restrictions on Pets

No animals or reptiles of any kind shall be raised, bred, or kept in any Residential Unit or in the Common Elements or Limited Common Elements no matter how classified, except that dogs, cats or other common household pets may be kept in Residential Units, subject to the Rules and Regulations adopted by the Board of Managers, including those prohibiting any animals being kept or maintained for any

commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Managers. All Residential Unit Owners shall advise the Board of Managers of any household pet intended to be kept in their Residential Unit prior to the household pet residing therein. The Board of Managers shall have the right to limit the number, size and type of pet permitted to be kept in a Residential Unit. Residential Unit Owners will be permitted to keep dogs, cats or other common household pets in their Residential Unit subject to the conditions of this provision. The foregoing notwithstanding, no breed or mix of dogs, including American Pit Bulls, Terrier or Rottweiler, deemed to be dangerous to the safety of the residents of the Condominium shall be permitted to be kept or harbored in the Condominium or any Residential Unit. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium. All dogs, cats, and other pets must be leashed and shall not be permitted to run loose within the Building. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners shall be responsible for picking up and disposing of their pets' waste and for any damage caused by their pets to any Common Elements of the Condominium.

Mortgage of Units by Unit Owners

A Unit Owner may mortgage the Unit Owner's Unit at any time after the Unit Owner acquires title to the Unit in whatever amount and under whatever terms the Unit Owner can obtain provided the Unit Owner first notifies the Board of Managers. Any Unit Owner may, upon the resale of their Unit, grant a purchase money mortgage to a purchaser of their Unit. A Unit Owner may mortgage their Unit only if all arrears for Common Charges, if any, are provided for at the closing of the mortgage.

Common Charges Assessment and Collection

The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and supplement to the budget to every Unit Owner. The Board of Managers shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the General Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium and other Common Expenses including but not limited to the Common Expenses provided in Article VI, Section 3 of the By-Laws, as well as charges to cover any deficits from prior years. In addition, the Board may accumulate reserves for capital expenditures or otherwise in such amount as they deem necessary.

The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the provisions of Section 9 of Article VI of the By-Laws.

Said assessments shall be payable monthly or in such other manner as determined by the Board of Managers and shall be referred to as Common Charges.

The Board of Managers may also charge additional assessments in excess of the Common Charges for expenses not contemplated, foreseen or which exceed the amount budgeted. Said assessments shall be known as Special Assessments. The Board of Managers shall be entitled to charge a Special Assessment as a single sum or over a period of time as it may determine. Unit Owners shall pay their portion of any Special Assessments in accordance with Section 9 of Article VI of the By-Laws.

The Unit Owner agrees to pay promptly when due the monthly Common Charges and all Special Assessments assessed against the Unit. In the event any Unit Owner fails to make payment of the Unit Owner's Common Charge payment, the Unit Owner who owns such Unit shall be obligated to pay (a) a "late fee" of $.15 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Managers or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges and/or Special Assessments or in an action to foreclose the lien on such Unit Owner's Unit arising from said unpaid Common Charges and/or Special Assessments in the manner permitted by applicable law. All such "late fees," interest and expenses shall be cumulative and shall be added to and shall constitute Common Charges payable by such Unit Owner.

In addition, in the event of a default in payment of Common Charges by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board of Managers shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make the late payment.

The Board of Managers may place a lien and take action to collect any past due Common Charges from any Unit Owner which remains unpaid as provided in Article IX of the By-Laws from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339-aa of the Real Property Law or otherwise.

No Unit Owner shall be liable for any Common Charges which accrue against the Unit Owner's Unit subsequent to a sale, transfer or other conveyance of the Unit Owner in accordance with the By-Laws and the Declaration. A purchaser of a Unit shall be liable for the payment of all future Common Charges assessed against the Unit, as well as unpaid Common Charges assessed against the Unit by deed or other legal means of the purchase.

Notwithstanding any other provision in the Declaration or the By-Laws any mortgagee of an Institutional Mortgage as defined in the Declaration of Condominium who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges and/or Special Assessments, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges and/or Special Assessments. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

The estimate of Condominium expenditures in Schedules A and B were made by the Sponsor and passed upon by Total Community Management Corp., 2375 Bedford Avenue, Bellmore, New York 11710. Although the Sponsor is of the opinion that such estimates are accurate and reasonable, they are not intended and cannot be construed as an assurance of the actual expenses and are merely based upon information available at this time. Actual costs may be lesser or greater than as set forth herein.

It is presently anticipated that the Common Charges are to be used primarily to pay for the expenses detailed in Schedule B of the Offering Plan. The Common Charges and Common Expenses do not include maintenance, repairs or decoration of interior of the Units or portions thereof, payments required pursuant to the terms of Unit Owners' mortgages or real estate taxes covering the individual Units.

The Common Charges which may be collected monthly by the Board of Managers and other costs of maintenance of the Units are set forth on Schedule A. However, additional services which the Unit Owners may desire or other factors can increase these charges. See Schedule C for estimated utility costs applicable to an individual Unit.

As long as the Sponsor retains control of the Board of Managers, the Board of Managers retains the right to delay the commencement of the collection of Common Charges. During any such delay period, the Sponsor will timely pay all expenses of the

Condominium, including but not limited to insurance premiums and any reserve fund payments required by lenders. Upon the commencement of the collection of Common Charges, there will be no assessment of Unit Owners for prior expenses of the budget during the period Sponsor was paying the Common Expenses of the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as provided for in the governing regulations. In the event Sponsor elects to delay collection of Condominium Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the Post-Closing Amendment to the Offering Plan. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing of the expiration of the delay period at least 30 days prior to commencing collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan.

Where a Unit is damaged by casualty and the proceeds of insurance are not sufficient to cover the repair of the damage, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Units will be a Common Charge to all Unit Owners. In order to protect the Unit Owner against the possibility of such Common Charges, the Board of Managers determines the amount of blanket casualty insurance covering all Units (the cost of such insurance is part of the Common Charges) and reviews the amount of such coverage annually.

Once title has passed to a Purchaser, the Purchaser will be responsible for all costs, including all Common Charges, in the event the collection of Common Charges has commenced, and all individual expenses associated with the Unit, as well as any costs associated with the Individual Residential Unit's Limited Common Elements that are the Residential Unit Owner's responsibility and pertain to the Purchaser's Residential Unit.

Liens for the Non-Payment of Common Charges

Under Section 339-z of the Real Property Law of the State of New York, the Board of Managers shall have a lien against each Unit for its unpaid Common Charges and legal interest thereon prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The lien shall continue in force even after resale of a Unit except that the Board of Managers shall, in accordance with the Declaration, release the lien and right to collect unpaid Common Charges against any Purchaser of a Unit where such purchase arises out of a foreclosure of a first institutional mortgage when the Board of Managers has been made a party to the foreclosure action.

The Board of Managers may foreclose the lien in the same manner as a mortgage on real property or bring a separate action to collect the unpaid Common Charges and Special Assessments and in doing so shall be entitled to recover all costs

incurred including reasonable attorney's fees. The liability of each Unit Owner for the payment of Common Charges and Special Assessments thereafter assessed against the Unit Owner's Unit shall terminate upon a sale, transfer or conveyance of such Unit in accordance with the provisions of the Condominium Declaration and By-Laws. Further, any Unit Owner may convey their Unit to the Board of Managers or its nominee, on behalf of all other Unit Owners, without any compensation and in accordance with the Declaration and By-Laws, and in such event the Unit Owner shall be exempt from any Common Charges and Special Assessments thereafter assessed, but not relieved of their obligation to pay the Unit Owner's mortgage. However a Unit Owner may not be exempt from liability for the Unit Owner's Common Charges and Special Assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit Owner's Unit.

Upon a resale, the Purchaser of a Unit shall be liable for the payment of unpaid Common Charges and Special Assessments assessed against such Unit prior to the acquisition of such Unit by the Purchaser. Notwithstanding any other provision in the Declaration or the By-Laws any mortgagee of an Institutional Mortgage who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges and Special Assessments.

Repairs, Alterations and Improvements to the Residential Units

Except as hereinafter provided, all maintenance, painting, repairs and replacement of the General Common Elements and Individual Residential Unit's Limited Common Elements including but not limited to exterior walls, roof and roof members of the Building, as well as painting, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from the Building, as well as all maintenance, repairs and replacements of foyers and stairways of the Building, and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits

and utility lines as are located in the General Common Elements or Individual Residential Unit's Limited Common Elements but serve two (2) or more Units shall be contracted for by and be the responsibility of the Board of Managers and the cost thereof shall be a Common Expense of all of the Units in the Condominium except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Unit Owner or the prior alteration of the Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Unit Owner.

All maintenance and repairs to the interior portion of Units, other than to any General Common Elements contained therein, are the responsibility of the respective Unit Owners at their sole expense. All structural changes to a Unit shall comply with the provisions of Article VIII, Section 2(f) of the By-Laws.

All maintenance (including electrical repairs and plumbing stoppages and repairs in the Residential Units, cleaning of interior of windows and painting and decorating of the interior of the Residential Units), repairs and replacements to the Residential Units including doors which open from a Residential Unit on which painting is performed by the Board of Managers, and repairs to pipes, wires and conduits located in and servicing an Individual Residential Unit, other than as set forth above shall be made by the respective Residential Unit Owner at their own expense. This would include but not be limited to all painting and decorating to the interior of the Residential Unit, individual appliances, individual heating and cooling for the Residential Unit and the interior side of all entrance doors.

All maintenance and repair to the interior portion of the window area and doors which open from a Unit are the responsibility of the Unit Owner. All maintenance, repair and any replacement to the external portion of the window area, the actual window and external portion of the doors which open from a Unit will be the responsibility of the Condominium, unless the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from a Unit are caused as a direct result of the negligence or act of a Unit Owner. In such an event it shall be the Condominium's responsibility to repair or replace the external portion of the window, the window or the external portion of the doors which open from a Unit and the cost of such repair or replacement shall be charged to the Unit Owner as an additional Common Charge or Special Assessment.

All structural repairs and replacements to any balcony and/or terrace area included as an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium and a Common Expense of the Condominium. All general maintenance and repairs of a balcony and/or terrace area, including cleaning, snow removal and all repairs not structural in nature (including the repair of leaks and the repair or replacement of the surface of the balcony and/or terrace area), shall be the

responsibility of the Residential Unit Owner whose balcony and/or terrace area is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to the balcony and/or terrace area that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, boiler, heat pumps, fireplaces, air conditioning condenser or any other heating, cooling or other mechanical system servicing an individual Unit that is located in the Unit or is an Individual Residential Unit Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit a Unit exclusively shall be the responsibility of the Unit Owner for such equipment, services, etc.

The balcony and/or terrace areas are not permitted to be used for storage and are not permitted to be enclosed. All drains located on a balcony and/or terrace area must be kept open at all times.

All repairs and replacement of windows, and any snow removal from the General Common Elements and Individual Residential Unit's Limited Common Elements shall be contracted for by the Board of Managers and the cost thereof shall be a Common Expense of the Condominium payable by all Unit Owner's based on their percentage of Common Interest except that the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of a Unit Owner or prior alteration of a Unit shall be assessed to and paid by the applicable Unit Owner.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and Individual Residential Unit's Limited Common Elements and the cost thereof shall be a Common Expense of the Condominium except that the cost of any damage to the Common Elements and/or any maintenance or repairs caused by or necessitated due to the negligence, misuse or neglect of a Unit Owner shall be assessed to and paid by the applicable Unit Owner.

All snow removal of any sidewalks and entranceways that abut the Condominium shall be the responsibility of the Condominium and a Common Expense of all the Units in the Condominium.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Unit for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other

Unit or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

All repairs, replacement, modification or maintenance of a lot line window shall be the responsibility of the Unit Owner if part of a Unit or Individual Residential Unit's Limited Common Elements or the responsibility of the Condominium's if part of the General Common Elements. The Condominium shall approve all work and shall have the right to designate or approve the contractor doing the work.

In the event that a Unit Owner fails to maintain, repair or replace its Unit or any Limited Common Element for the Residential Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, Individual Residential Unit's Limited Common Elements, any other portions of the Building or any other Unit or other Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Residential Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) of the Unit or Individual Limited Common Elements for a Unit's exclusive use and to charge said Residential Unit Owner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Residential Unit Owner for repairs, maintenance and/or replacement to their Residential Unit or for repairs to any Common Elements restricted in use to such Residential Unit Owner, and the Residential Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Residential Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

Insurance

Purchasers should refer to Section XXI of the Offering Plan and the footnotes to the budget for a complete description of the insurance applicable to the Condominium. All proceeds of $250,000 or less are payable to the Board of Managers and all proceeds in excess of such amount are payable to the Insurance Trustee. Article VII, Section 3 of the By-Laws requires the Board of Managers to arrange for prompt repair of the damage and any cost of such repair in excess of the insurance proceeds should be a

common expense and the Board may assess the Unit owners of such excess.

THE CONDOMINIUM INSURANCE COVERAGE DOES NOT COVER FIRE AND LIABILITY INSURANCE FOR THE PURCHASER'S PERSONAL EFFECTS AND INTERIOR OF THE RESIDENTIAL UNIT. PURCHASERS ARE ADVISED TO SECURE SUCH COVERAGE.

Access by Board of Managers

The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under the Declaration and By-Laws.

Compliance with terms of the Declaration, By-Laws and Rules and Regulations

Ownership of a Unit in the Condominium subjects the Unit Owner to compliance with the provisions of the Declaration and By-Laws as well as the Rules and Regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The Rules and Regulations set forth in the Declaration and By-Laws can be found in Part II of the Plan in Schedule J, Article VIII of the By-Laws. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws as well as the Rules and Regulations established therewith.

The provisions of the By-Laws which requires Members of the Residential Unit Owners' representatives to the Board of Managers to be Residential Unit Owners will not apply to the first Board of Managers or any Sponsor designees to the Board of Managers.

Easements

All pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Unit and for the exclusive use of a Unit shall be maintained by such Unit Owner at the Unit Owner's sole cost and expense. Any portion of such pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the Common Elements or in a Limited Common Element and servicing one or more other Units, will be a General Common Element and all repairs and maintenance thereto shall be the responsibility of the Condominium. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, sewers and/or drainage lines, wires, conduits and public utility lines servicing such other Units located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance,

repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in any Unit and servicing any other Unit or causing damage or in imminent danger of causing damage to any other Unit or any Common Element, no matter how classified. The cost of such repairs shall be a Common Expense unless the damage is the result of the negligence of a Unit Owner or tenant, occupant, employee or other person a Unit Owner may be responsible for, in which case the cost of such repairs shall be the responsibility of the Unit Owner who is responsible or whose tenant, occupant, employee or other person the Unit Owner is responsible for causing such damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements and the Units for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Unit or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium and its residents. Such right of access to a Unit shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

Each respective utility and cable company shall have a right of access to the Common Elements and each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in the Common Elements and any Unit. Any utility or cable company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have the right to grant such additional electric, gas, water, sewer, drainage or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. 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 easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have the right to grant easements in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the purpose of installation, maintenance and repair of a satellite dish or cable service and all ancillary wires, conduits, utility lines and any other services required for a satellite dish or cable service for the use of the Unit Owners in the Condominium.

The Board of Managers shall have an easement through the Units for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing any portion of the Condominium.

The Sponsor, its successors, assigns, and purchasers of undeveloped or Unsold Units, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all of the Property and the Building comprising the Condominium for the purpose of completing construction, sale and rental of Units and facilities in the Condominium and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across all of the Property and the Building comprising the Condominium for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Sponsor, its successors, assigns, and purchasers of undeveloped or Unsold Units, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Property and Building comprising the Condominium. The Sponsor, its successors and assigns, and purchasers of undeveloped or Unsold Units, shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Property and the Building comprising the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Units to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their Percentage of Common Interest in the Common Elements. The Sponsor, its successors, assigns and purchasers reserve the right to continue to use the Common Elements and any

facilities, sales offices, model Units and signs located on the Common Elements, in its efforts to sell and/or lease Units constructed in the Condominium and to complete construction of the Condominium. This paragraph shall not be amended without the consent of the Sponsor.

Each Unit Owner hereby grants a right of access to and through their Unit to Sponsor or its designee, and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed or to be performed by or on behalf of Sponsor with respect to the Common Elements and/or the Units.

Each Unit Owner grants an easement of ingress and egress in, over and through any hallway that may be part of their Unit to any other Unit Owner, tenant, resident or other persons needing ingress or egress to their respective unit that may be necessary for said purpose.

The Board of Managers will have and each Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements, the Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements or Individual Residential Unit's Limited Common Elements.

Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Building and any replacement thereof and additions thereto and an easement of necessity, and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

Each Unit will have an easement for lateral and vertical support among all adjoining Units and Common Elements.

Any easements granted to Sponsor, the Board of Managers, any Unit or any Unit Owner under the Declaration and the By-Laws may be exercised by such Sponsor's, Board of Managers or Unit Owner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, tenants, subtenants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Sponsor, the Unit Owner or Board of Managers.

Each Unit Owner will have a right and easement to use its Unit and the Limited Common Elements, Individual Unit's Limited Common Elements, appurtenant to such Unit or Units, and the General Common Elements subject to and in accordance with the terms and conditions of the Declaration and By-Laws.

All Unit Owners, residents, guests, tenants and anyone else needing access to a Unit shall have an easement of ingress and egress, in, through and over the Property of the Condominium, including the Common Elements regardless of how classified for access to their Unit.

The Board of Managers on behalf of the Condominium will have an easement and unlimited access to any Limited Common Elements for the purpose of making inspections, repairs or rebuilding of the Condominium.

All emergency vehicles and personnel, including, but not limited to, police, fire and medical vehicles and personnel shall be granted an easement of ingress and egress over, upon and through all areas of the Property. This Paragraph may not be amended by the Unit Owners in the Condominium.

Allocation of Common Interest

The Percentage of Common Interest of the Condominium establishes the Unit Owners percentage of ownership in the Common Elements of the Condominium and percentage of liability for the payment of Common Charges subject to the rights under Section 339-m of the Real Property Law of the State of New York. Each Unit Owner has the Percentage of Common Interest in the Condominium set forth on Schedule A. Such allocation has been 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. Said method of determining the percentage of Common Interest in a Condominium complies with and is pursuant to the provisions of Section 339-i(1)(iv) of the Real Property Law of the State of New York.

The Percentage of Common Interest in the Common Elements shall not be changed except with the consent of all Unit Owners affected expressed in a duly recorded amendment to the Declaration. However, based upon final specifications, construction conditions and/or "as-built" Plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of the Percentage of Common Interest may justify a minor increase or decrease in the aggregate Percentage of Common Interest appurtenant to Units. In such event, the Percentage Interest of Common Interest appurtenant to each individual Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to

time, prior to the first Closing, to effect such a change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Percentage of Common Interest of any Unit be increased or decreased as a result of any of the foregoing a material amount.

Copies of both the Declaration and By-Laws are contained in Part II of the Offering Plan.

XXII. REAL ESTATE TAXES – MASTER TAX AGREEMENT

In accordance with the New York State Condominium Act, each Unit will be separately assessed and given a separate tax lot designation prior to the sale of any Unit to a Unit owner. The taxing jurisdictions include the County of Nassau, the City of Glen Cove, the Glen Cove City School District and the Glen Cove Public Library. Notwithstanding the foregoing and in lieu of any real estate tax payment obligation, Unit Owners in the Condominium will make payments-in-lieu-of-taxes ("PILOT") to a Trustee designated by GCIDA rather than real estate taxes directly to the municipal tax jurisdictions. The amounts of such PILOT payments and the duration of the PILOT obligation are as provided in the Master Tax Agreement set forth as Schedule Q in Part II of this Plan. See Special Risk Factor 2 at page iv for details.

The Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of a PILOT on other Units.

As more fully explained in Section XXIII, pursuant to the provisions of the Internal Revenue Code of 1986 real estate tax payments, including PILOT payments made by a Unit Owner which are assessed against their Unit, are a proper deduction in connection with Federal and State Income Taxes payable by such Unit Owner.

Any projected tax deduction (where applicable) may vary in future years due to changes in the interest rate on the Unit Owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal, or due to changes in PILOTS resulting from changes in the assessed value of the Unit.

See Special Risk Factor 2 for a further discussion of the Master Tax Agreement and the PILOT obligation applicable to the Units.

There are no tax certiorari proceedings currently pending for the property. The By-Laws empower the Board of Managers to bring such proceedings on behalf of the

Unit Owners; however, any successful tax certiorari proceeding will only result in a reduction in future PILOT payments and not a refund of prior payments.

XXIII. INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The Sponsor has been advised by its counsel, Harris Beach PLLC, 677 Broadway, Suite 1101, Albany, New York 12207 that each Residential Unit Owner who itemizes deductions and who uses his, her or their Residential Unit as a personal residence will be entitled under current law to deduct from his or her gross income for Federal tax purposes, subject to any limitations in effect, scheduled payments paid and imposed against his, her or their Residential Unit. Such opinion is based on prior IRS Private Letter PILOT Rulings and Sponsor's counsel cautions that Private Letter Rulings do not have precedential value and are binding on the IRS only with respect to the taxpayers to whom they are issued, although the IRS does not have the duty to treat similarly situated taxpayers consistently. Therefore, unless a particular owner of a Residential Unit obtains a Private Letter Ruling confirming the deductibility of that owner's PILOT payments, there will be some risk in claiming such deductions.

In addition, Sponsor's counsel has advised that each Residential Unit Condominium Owner who itemizes deductions on is his personal return and uses his Residential Unit as a his primary or secondary residence will be entitled, under present Federal and New York State law, and subject to certain limitations, to deduct from his gross income the real estate taxes assessed against his Residential Unit that is paid to the taxing authorities. In addition, each Residential Unit may be separately mortgaged by the Condominium Owners. Assuming that the mortgagor of a Residential Unit itemizes deductions on his personal return and uses his Residential Unit as his primary or secondary residence and interest on the indebtedness secured by such mortgage constitutes "qualified residence interest" within the meaning of Section 163(h)(3) of the Internal Revenue Code ("IRC"), such Condominium Owner will be entitled to deduct for Federal and New York State income tax purposes the amount of such interest paid during each particular tax year, subject to certain limitations. (See Rev. Rul. 64-31, 1964 (Part 1) C.B. 300). See the Opinion of Counsel in Section XXIV of the Offering Plan for complete details and qualifications of counsel's opinion.

The Sponsor has been advised by its counsel that the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve and other invested funds, income from concessions and income from dues or fees received from persons other

than the Residential Unit Owners. If the Condominium is required to pay taxes, the amount thereof will be levied as an additional Common Charge.

Sponsor has also been advised that pursuant to Section 528 of the Internal Revenue Code, certain Condominiums, substantially all of whose Residential Units are used for residences, are afforded the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium Properties, which properties, as defined in Section 528 of said Code, include property held by the Condominium, property commonly held by the Unit Owners of the Condominium, or property within the Condominium held by the Unit Owners of the Condominium. This Condominium has been structured so that it will meet the requirements of Section 528 of the Internal Revenue Code and as a result the Condominium will be eligible to be treated as a tax exempt organization under Section 528 of the Internal Revenue Code. Purchasers should refer to the Opinion of Counsel in Section XXIII of the Offering Plan.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

CERTILMANBALIN

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

XXIV. OPINIONS OF COUNSEL

IRA J. ADLER
PARTNER
DIRECT DIAL 516.296.7099
iadler@certilmanbalin.com

February 24, 2017

RXR Garvies P1 Building B Owner LLC
625 RXR Plaza
Uniondale, New York 11550

Re: **The Beacon at Garvies Point Condominium**

Gentlepeople:

We note that the Offering Plan for the above-captioned Condominium states that it is believed that the monthly payments of interest on any mortgage having a face amount up to a maximum of $1,000,000 in the aggregate which becomes a lien on a condominium Residential Unit are a proper deduction in connection with Federal and New York State Income Taxes payable by the owner of such Condominium Residential Unit.

We have given this matter careful study, and it is our opinion that, pursuant to the provisions of the Internal Revenue Code of 1986 (the "Code") (See Revenue Ruling 64-31, C.B.1964-300) and the corresponding provision of the New York State Law (See Section 615 of the Tax Law), such interest payments are proper deductions by the owner of a Condominium Residential Unit, in connection with their Federal and New York State income taxes. Similarly, we are of the opinion that each Condominium Residential Unit Owner whose Residential Unit is either their principal residence or the one other residence selected pursuant to Section 163 (h) (5) (A) (i) (II) of the Code will be entitled, under Section 216 (a) (2) of the Code and Section 615 (a) of the State Law, to deduct interest paid or accrued by the Residential Unit Owner on any mortgage which becomes a lien on a Condominium Residential Unit. The Residential Unit may be so selected if the Residential Unit Owner either uses it as a residence within the meaning of Code Section 280A (d) (1) (i.e., uses it for personal purposes for a number of days which exceed the greater of fourteen (14) days, or ten (10%) percent of the number of days during the year for which the Residential Unit is rented at a fair rental), or neither rents nor uses the Residential Unit at any time during the year. In addition, certain Residential Unit Owners who are veterans of the United States Armed Forces may be entitled to deductions covering part of the real estate taxes applicable to their Residential Unit.

In adding a new Section 528 to the Code, the Tax Reform act of 1976 affords certain Condominiums, substantially all of whose Residential Units are used for residences, the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium properties, which properties, as defined in 528 of the Code, include property held by the Condominium, or property within the Condominium. Based upon our examination of the Offering Plan and subject to the Condominium, actually satisfying the minimum percentage income and expenditure criteria set forth above, it is our opinion that the Condominium will be eligible to be treated as a tax exempt organization under Section 528 of the Code.

Such an election will exempt from Federal and New York State Income Taxation all amounts received by the Condominium from the Residential Unit Owners as membership dues, fees or assessments. The Condominium will be taxed, however, on any excess of income over expenses from unrelated sources. Examples of unrelated sources income include interest earned on reserve funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. In the event the Condominium fails to qualify for and elect Section 528 taxation status in any year, it may, to the extent it has any income from unrelated sources or from accumulated revenues received by virtue of dues, fees and assessments received from Residential Unit Owners not expended in any taxable year, be subject to Federal, New York State and New York City Income Taxation (see Rev. Ruling 74-99, 1974-1 C.B. 131).

We have considered the relevant cases and rulings on the tax status of the Condominium including Revenue Rulings 74-17, 74-99, 75-370 and 75-371. These rulings, under certain circumstances, permit assessments for capital replacements and new or replacement equipment to be excluded from the Condominium's income and be treated for tax purposes as additional capital contributions. In such case each Unit Owner's assessment for such purposes would add to their tax basis. Although the Condominium described in the Plan may be deemed a taxable entity under such Rulings, assuming that all expenses are designated and accounted for, and that certain other special purpose assessments are properly treated as trust funds, the Condominium should not realize any significant amount of taxable income, other that with respect to incidental investment income, such as interest earned on reserve funds deposited in bank accounts.

We have examined the exceptions to title set forth in Section XVI of the Offering Plan, and we are of the opinion that none of such exceptions of title are contrary to the

terms of the Purchase Agreement nor do they interfere with the quiet use or enjoyment of the Purchaser's Unit as set forth in the Offering Plan.

We have examined the Declaration and By-Laws pertaining to the proposed Condominium. It is our opinion that the Declaration and By-Laws, when recorded, will validly create a Condominium in accordance with Article 9-B of the Real Property Law of the State of New York.

In addition, we note that the Percentage of Common Interest for each Unit as contained in Schedule A has been determined 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 overall dimensions of the particular Unit. In our opinion, this is a proper method of determining the percentage of common interest in a Condominium and complies with Section 339-i(1)(iv) of the Real Property Law.

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

Very truly yours,

CERTILMAN BALIN ADLER & HYMAN, LLP

By: _____
Ira J. Adler, Partner

HARRIS BEACH PLLC
ATTORNEYS AT LAW

677 BROADWAY, SUITE 1101
ALBANY, NY 12207
(518) 427-9700

November 22, 2016

Frank Haftel
RXR Glen Isle Partners, LLC
625 RXR Plaza
Uniondale, New York 11556

RE: Garvies Point Condominium Offering Plan
Deductibility of Payments under the Master Tax Agreement for Income Tax Purposes

To Whom It May Concern:

You have requested our opinion concerning the deductibility, for Federal and New York State income tax purposes, of the Tax Agreement Revenues, as defined below, paid by residents of New York under the Master Tax Agreement, as defined below, who purchase the offered Residential Units, as defined below, for their own residential use pursuant to the above-referenced Condominium Offering Plan (the "Offering Plan").

As a basis for the opinions set forth below, we have reviewed and relied upon (i) the Master Tax Agreement dated as of November 1, 2016 entered into by and between the Glen Cove Industrial Development Agency (the "Agency") and RXR Glen Isle Partners LLC (the "Company") and (ii) the Real Property Assessment Analysis prepared by SVS Standard Valuation Services dated February 26, 2016 for the Garvies Point Project (the "Real Property Assessment Analysis"). We have also considered all applicable provisions of the Internal Revenue Code and the laws of the State of New York.

The Agency was created by Chapter 374, Section 1 of the Laws of 1974 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York.

Pursuant to the Master Tax Agreement, it is contemplated that the Agency will undertake a mixed-use project (the "Project" or the "Garvies Point Project") to effectuate the Urban Renewal Plan established by the Glen Cove Community Development Agency (the "GCCDA") consisting of the following: (A) the acquisition of fee title to approximately 56-acres of land located on Garvies Point Road, Herb Hill Road and Dickson Street in the City of Glen Cove, New York (the "Land") by the Company from the Agency, the GCCDA and third parties, subject to the Agency receiving a Public Use Easement by the Agency (the Land is delineated as either Private Use Improvement Areas or Public Use Improvement Areas); (B) as part of a unified project to effectuate the purposes of the Urban Renewal Plan, the acquisition and construction on the Land by the Company or the Agency of a planned smart growth community of certain buildings and other improvements containing: (i) on the Public Use Easement Areas (and nearby public land) improvements consisting of, among other things, parks and playgrounds, an esplanade, underground utilities, wetlands, marine bulkheads, marinas, boardwalks and other

walkways, an amphitheater, an ecology pier, landscaping, lighting, roadways and other public improvements, infrastructure and amenities (collectively the "Public Use Improvements"), together with assisting the City of Glen Cove (the "City") in funding a portion of certain roadway improvements to be undertaken by the City to improve Garvies Point Road and Herb Hill Road up to its terminus at Garvies Point Beach, including, but not limited to, pavement, curbing, lighting, landscaping, sidewalks, drainage and other utility infrastructure (collectively, the "Garvies Point Road Public Improvements") and the demolition of a certain decommissioned City-owned incinerator located in the vicinity of the Project site, at 200 Morris Avenue in the City (the "Incinerator") to be undertaken by the City in order to enhance views from the public open spaces on the Project site, including from Crescent Park and its environs, when looking south (the "Incinerator Project", and collectively with the Garvies Point Road Public Improvements, the "City Public Improvements", and together with the Public Use Improvements, the "Public Improvements"); and (ii) on the private improvement areas of the Land (the "Private Use Improvement Areas") improvements consisting of approximately 1,719,932 gross square-feet of space containing (i) approximately 1,644,932 gross square feet of space containing a total of up to approximately 486 rental residential condominium units, 513 for sale residential condominium units and 111 workforce housing condominium units (55 for rent and 56 for sale) (collectively, "Residential Units"), and (ii) approximately up to 75,000 gross square feet of retail, restaurant, cultural and related space (collectively, the "Commercial Space", and together with the Residential Units, the "Private Use Improvements" and together with the Public Use Improvements, the "Improvements"); and (C) the acquisition and installation in and around the Improvements of certain items of machinery, personal property, fixtures and equipment (the "Equipment", and together with the Land and the Improvements, the "Facility").

The Private Use Improvements and the Private Use Improvement Areas (collectively, the "Private Use Facility") are to be the subject of a lease from the Company to the Agency, as same may be amended, modified and/or restated (the "Lease") with a related leaseback from the Agency to the Company, as same may be amended, modified and/or restated (the "Leaseback", and collectively with the Lease, the "Lease Agreements").

It is contemplated that the Glen Cove Local Economic Assistance Corporation ("Issuer") will issue its Tax-Exempt and Taxable Revenue Bonds (Garvies Point Public Improvement Project), Series 2016 (the "Bonds" or "Public Improvement Bonds"), in one or more Series and Sub-series, in an aggregate principal amount currently estimated to be $124,562,832.65, but not to exceed $150,000,000, consisting of (i) Current Interest Revenue Bonds, (ii) Capital Appreciation Revenue Bonds, (iii) Convertible Capital Appreciation Revenue Bonds, and (iv) Current Interest Taxable Revenue Bonds all for the purpose of financing a portion of the costs of a certain public improvement project (the "Public Improvement Project" or the "Bond-Funded Public Improvement Project") to be undertaken by the Agency consisting of: (A) the acquisition, construction and equipping and/or funding of the Public Improvements; and (B) the payment of all or a portion of the costs incidental to the issuance of the Public Improvement Bonds, including issuance costs of the Bonds, capitalized interest, if any, and the funding any reserve funds as may be necessary to secure the Public Improvement Bonds (the items (A) through (B)

above being hereinafter collectively referred to as the "Costs of the Public Improvement Project" or "Public Improvement Project Costs").

In order to induce the Company to acquire, develop, construct, renovate, reconstruct and equip the Private Use Improvements, the Agency is willing to take a leasehold interest in the Private Use Improvement Areas, pursuant to a lease from the Company to the Agency, as same be amended, modified and/or restated (the "Lease") and thereafter, the Agency will develop the Private Use Improvements through the Company as its agent and lease the Private Use Improvements and Private Use Improvement Areas (collectively, the "Private Use Facility") back to the Company pursuant to a leaseback from the Agency to the Company, as same may be amended, modified and/or restated (the "Leaseback", and collectively with the Lease, the "Lease Agreements"). Pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes which otherwise would be imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, by the Tax Jurisdictions (the "Otherwise Applicable Taxes"), other than special district charges. The Agency and the Company entered into the Master Tax Agreement pursuant to which the Company is required to make certain payments to the Agency for the benefit of the holders of the Bonds, Nassau County and its successors and/or assigns ("County"), the City, the Glen Cove City School District and its successors and/or assigns (the "School District") and the Glen Cove Public Library and its successors and/or assigns (the "Library" and collectively with the County, the City and the School District (the "Tax Jurisdictions").

In is contemplated that certain Private Use Facilities will be converted into condominium form of ownership pursuant to the Offering Plan (each, a "Condo Conversion") and individual condominium units sold (and resold) to third parties (each such unit owner, a "Condo Owner" or collectively, the "Condo Owners"). The liability of each Condo Owner for payments under the Master Tax Agreement is set forth in a payment schedule contained in the Master Tax Agreement. Each Condo Owner's liability for such payment is several and not joint. The parties to the Master Tax Agreement may only amend the payment schedule to enumerate such payments allocable to each such condominium unit upon a Condo Conversion through the Offering Plan's condominium declaration (the "Condominium Declaration") or by recording a notice to the Condo Owners, which is attached to the Master Tax Agreement as an exhibit ("Condo Owner Notice"). The Condominium Declaration contemplates containing provisions regarding the assumption by each Condo Owner of its several obligation for its allocable share of the payments under the Master Tax Agreement and an acknowledgment by such Condo Owner that its unit is encumbered by the Master Tax Agreement Mortgage, as the same has been split to encumber the respective unit.

Pursuant to the Master Tax Agreement, the Company and Agency agree and acknowledge that payments to be made under the Master Tax Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Tax Jurisdictions would otherwise not receive because the subject parcels are currently exempt from the payment of Otherwise Applicable Taxes pursuant to Section 412-a of the Real Property Tax

Law and Section 874 of the Act. The Company is obligated to pay to the Agency, by certain bi-annual payment dates of each year in equal bi-annual amounts which in the aggregate equal the annual payments (the "Tax Agreement Revenues") for such periods described in the Master Tax Agreement. The portion of the Tax Agreement Revenues made in each year that is not in excess of Otherwise Applicable Taxes is collectively defined as "Scheduled Payments" and the portion of the Tax Agreement Revenues in each year, if any, that is in excess of what is authorized by General Municipal Law Article 18-A is defined as "Other Charges". Other Charges are deemed an additional charge payable pursuant to the Master Tax Agreement, but are not an in-lieu of payment of Otherwise Applicable Taxes.

As the Master Tax Agreement is amended and bifurcated to admit individual Condo Owners as parties with respect to one or more specific residential condominium unit(s), the obligations of the Company with respect to payments related to the respective condominium unit shall terminate and the sole recourse shall be a claim against the Condominium Unit in rem for the amount due as secured by the continuing claim and lien of the Master Tax Agreement Mortgage, as same has been split to encumber the respective unit. The Company is required to deliver the Condo Owner Notice to be included in the Condominium Declaration or, if not included in the Condominium Declaration, to be recorded with the respective deed for the respective condominium unit to establish of record said limited recourse obligation of the Condo Owner. In all events, the Agency and Company agree that each Condo Owner's liability (limited to in rem actions and expressly excluding in personam actions) shall be limited to the obligations described in the Condo Owner Notice.

In order to provide for the payment of the principal of and interest on the Public Improvement Bonds, the Agency will assign its right to receive payments to be made under the Master Tax Agreement to The Bank of New York Mellon as trustee (the "Trustee"), acting pursuant to a certain Trust Indenture (the "Indenture") between the Issuer and the Trustee, to be disbursed by the Trustee to the holders of the Bonds and the Tax Jurisdictions as set forth in the Indenture (the "Assignment of Master Tax Agreement"). Pursuant to the consents of the Tax Jurisdictions and the Assignment of Master Tax Agreement, the Trustee shall first use the Tax Agreement Revenues to pay all accrued and unpaid interest on the Public Improvement Bonds. After interest on the Public Improvement Bonds is paid, remaining amounts paid by the Company and/or its successors and assigns in lieu of taxes will be paid to the Tax Jurisdictions up to the amounts described in the Master Tax Agreement (the "Priority Payments to the Tax Jurisdictions"). After payment of interest on the Public Improvement Bonds to the bondholders, then the Priority Payment to the Tax Jurisdictions, the bondholders will receive repayment of their principal and funding of reserves as contemplated by the Master Tax Agreement's payment schedule. Thereafter any and all residual amounts will be paid to the Tax Jurisdictions as payments in excess of the Priority Payments to the Tax Jurisdictions already received. In furtherance of the foregoing, the Tax Jurisdictions have consented pursuant to and in accordance with Section 858(15) of the Act, such that the Tax Agreement Revenues can be distributed as described within the Master Tax Agreement. The Agency will direct the Trustee to remit to the Tax Jurisdictions amounts received and payable to the Tax Jurisdictions under the Master Tax

Agreement, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Tax Jurisdictions as contemplated by the consents of the Tax Jurisdictions.

It is contemplated that the Condominium Declaration will provide that each purchaser of a Residential Unit will receive legal title in fee simple to a condominium unit as well as ownership of an undivided interest in the land and appurtenances and all other parts of the condominium held in common with the other owners of condominium units. It is further contemplated that such a purchaser will have the right to place an individual mortgage on his separate Residential Unit and will be liable to the local tax authority for the tax assessment with respect to his interest in the condominium.

Each Residential Unit Condo Owner who itemizes deductions on his personal return and uses his Residential Unit as his primary or secondary residence, will be entitled, under present Federal and New York State law, and subject to certain limitations, to deduct from his gross income the real estate taxes assessed against his Residential Unit that is paid to the taxing authorities. In addition, each Residential Unit may be separately mortgaged by the Condo Owner. Assuming that the mortgagor of a Residential Unit itemizes deductions on his personal return and uses his Residential Unit as his primary or secondary residence and interest on the indebtedness secured by such mortgage constitutes "qualified residence interest" within the meaning of Section 163(h)(3) of the Internal Revenue Code ("IRC"), such Condo Owner will be entitled to deduct for federal and New York State income tax purposes the amount of such interest paid during each particular tax year, subject to certain limitations. (See Rev. Rul. 64-31, 1964 (Part 1) C.B. 300).

IRC Section 164 allows as a deduction for Federal income tax purposes state, local and foreign real property taxes paid or accrued in the taxable year. Section 1.164-3 of the Income Tax Regulations defines real property taxes to mean taxes imposed on the interests in real property that are levied for the general public welfare. However, in the instant case each Condo Unit is subject to the terms of the Lease Agreement from the Company to the Agency and the Leaseback Agreement from the Agency to the Company whereby the leasehold interests continues as an interest in the Condo Unit by the Agency such that the Condo Unit will remain on the exempt side of the property tax rolls pursuant to Section 412-a of the Real Property Tax Law and Section 874 of the Act during the term of the Master Tax Agreement. As contemplated by the Condominium Declaration and the Master Tax Agreement, the Condo Unit owner will be required to pay Tax Agreement Revenues equal to its pro-rata share of the total Tax Agreement Revenues based upon dividing the Condo Unit's assessed value by the overall assessed value of the improvements that include the Condo Unit to arrive at the Condo Unit owner's percentage of tax obligations ("Condo Owner Percentage"). The Condo Unit owner is required to pay Tax Agreement Revenues equal to the Condo Owner Percentage multiplied by the total Tax Agreement Revenues due on the improvements where such Condo Unit is located. The Condo Unit owner is required to make its share of the Tax Agreement Revenues directly to the Trustee or as otherwise directed by the Agency through bi-annual invoicing by an accountant for the Master Tax Agreement (the "Master Tax Agreement Accountant"). Each unit owner will be

taxed as a separate lot for Tax Agreement Revenue purposes and will not be responsible for any of the other Unit Owner's failure to pay their Tax Agreement Revenue contribution. As contemplated in the Master Tax Agreement, all parties to the Master Tax Agreement (whether by assignment or succession, specifically including but not limited to the Condo Owners) are qualified to commence and prosecute a grievance (informally or through litigation or otherwise as permitted by law) of their assessment. Should the grievance process result in a lower assessment, the Master Tax Agreement Accountant shall credit amounts overpaid for prior years to the extent the assessment was utilized in the Master Tax Agreement calculations of the amounts payable by the respective party and said additional amount was actually paid.

Pursuant to and in accordance with the Master Tax Agreement, the Private Use facility would be exempt from Otherwise Applicable Taxes commencing with the 2017 County tax Year, the 2017/2018 School District tax year, the 2017 City tax year and the 2017 Library tax year through the County, School, Library and City tax years that include that date that is the later of (i) the date the Bonds are paid in full plus five fiscal years thereafter or (ii) forty (40) fiscal tax years, but in no event longer than ninety-nine (99) fiscal tax years. The Company is required to pay the bi-annual Tax Agreement Revenues beginning in 2017 continuing through termination consisting of (i) Scheduled Payments as in lieu of tax payments and (ii) Other Charges, if applicable, in amounts as set forth on a payment schedule ("Payment Schedule 1.1 and 1.2") attached to the Master Tax Agreement. In the Master Tax Agreement, the Private Use Improvements located in the Private Use Improvement Areas are referenced by Blocks taken from the designations denoted on the Amended PUD Master Development Plan for Garvies Point and related Amended PUD Subdivision for the Project approved by the City of Glen Cove Planning Board by Resolution filed on October 7, 2015.

The Residential Units for sale comprise the following: (i) 346 units in Block A, (ii) 167 units in Block B and (iii) 56 workforce units in Block F. Schedule A of Payment Schedule 1.1 and 1.2 indicates that the Tax Agreement Revenues on Block F containing the 56 workforce Residential Units is equal to Otherwise Applicable Taxes and the Tax Agreement Revenues on Blocks A and B containing 346 and 167 Residential Units, respectively, are the "Aggregate of the per unit amounts pursuant to Schedule B." Schedule B of Payment Schedule 1.1 and 1.2 indicates the Tax Agreement Revenues for each unit within Blocks A and B as the ratio of each unit's assessed valuation to the aggregate of the assessed valuations of all units within the Blocks multiplied by the Default Annual Tax Per Unit multiplied by the total number of units within the Blocks. The Default Annual Tax Per Unit is a stated amount for each year of the term of the Master Tax Agreement, which was derived from the Real Property Assessment Analysis.[1]

The parties to the Master Tax Agreement intend for all of the Scheduled Payments to be treated as income tax deductible expenses related to real property tax payments under and in

[1] Real Property Assessment Analysis dated February 26, 2016 prepared by SVS Standard Valuation Services (the "Report"). The purpose of the Report is to develop a market supported estimate of the assessed valuation for the Garvies Point Redevelopment project. The Report was prepared for RXR Glen Isle Partners, LLC. The intended use of the Report is for establishing a basis for a PILOT and/or Tax Increment Financing ("TIF") agreement.

accordance with Section 164(a)(1) of the Internal revenue Code and comparable sections of the New York State Tax Law.

The Internal Revenue Service ("IRS") has said a "tax" within the meaning of IRC Section 164 depends on its true nature as determined under federal law, that the designation given by local law is not determinative. A charge will constitute a tax if it is an enforced contribution, exacted under legislative authority in the exercise of taxing power, and imposed and collected for the purpose of raising revenues to be used for public or governmental purposes. (See Rev. Rul. 71-49, 1971-1 C. B. 103; Rev. Rul. 61-152, 1961-2 C.B. 42).

In Rev. Rul. 71-49 (Published 1971) the IRS was asked whether tax equivalency payments made to the New York City Educational Construction Fund, a public benefit corporation, (the "Fund") by a cooperative housing corporation are real estate taxes allowable as a deduction to the corporation under Section 164 of the IRC, and therefor deductible by tenant-stockholders under section 216 of the IRC in the amount that represents the stockholders' proportionate share of such payments. The Fund's enabling legislation contemplated the construction of high-rise structures on air rights or air space above school structures. Some of the high-rise structures were leased on a long-term basis to cooperative housing corporations. Under the Fund's enabling legislation, all real property under its jurisdiction, control and supervision is exempt from real property taxes but requires any lessees of such property to pay to the Fund amounts equal to the amount of real property taxes that would otherwise have been paid. The payments were applied to debt service on obligations funding public school construction. The ruling held that the cooperative housing corporation may deduct the payments as real property taxes under IRC Section 164 because: (1) the payments are measured by and equal to the amounts imposed by the regular taxing statues, (2) the payments are imposed by a specific statute (even though the vehicle of a lease is used), and (3) the proceeds are designated for a public purpose rather than for some privilege, service, or regulatory function, or for some other local benefit tending to increase the value of the property upon which the payments are made. The ruling also held that the tax equivalency payments are therefore deductible by each tenant-stockholder under Section 216 of the IRC in the amount that represents the stockholder's proportionate share of such payments. (See 71-49, 1971-1 C. B. 103)

Although there are no Regulations or published precedent addressing the tax deductibility of payments in-lieu of taxes ("PILOT") by owners of residential condominium units, in Private Letter Rulings ("PLRs") specifically asking the IRS whether condominium unit owners will be entitled to deduct, as real property taxes under IRC Section 164, the portion of common charges paid by the unit owners to a condominium board as applied by the condominium board toward a PILOT, the IRS held that the PILOT obligations in those cases satisfied the three-prong test of Rev. Rul. 71-49 because they: (1) were imposed at the same general rate at which real property taxes are imposed; (2) were imposed pursuant a specific statute as implemented by the condominium lease; and (3) could only be used for public purposes. (See PLR 201452015 released December 26, 2014; PLR 2014442020 released October 17, 2014; PLR 200926023 released June 26, 2009, PLR 200730012 released July 27, 2007; PLR 8603114 released October

22, 1985). Further, where the IRS was asked whether PILOT payments consisting of a minimum payment that at times could be more than what the taxes would otherwise have been if the property had not been exempt, the IRS questioned whether such minimum PILOT would meet the "like rate" language of §1.164-4(a) of the Code of Federal Regulations. Since it was a matter involving a hypothetical situation, the IRS expressed no opinion as to the deductibility of any amount of the PILOT greater than the amount of tax otherwise collected (PLR 200730012 released July 27, 2007). However, in two previously issued Private Letter Rulings, the IRS concluded that in order to be deductible as real property taxes under section 164 of the IRC, the PILOT could be less than or equal to the tax which would otherwise be imposed with respect to the property, but cannot be in excess of such tax (PLR 8603114 released October 22, 1985; PLR 9233009 released August 14, 1992).

In the instant case, the Tax Agreement Revenues imposed on the Company pursuant to the Master Tax Agreement were based upon the Real Property Assessment Analysis, which developed a market supported estimate of assessed valuations for the Project. For purposes of this opinion we have assumed that the real property tax per unit of $19,440.00 for Block A and $19,740.00 for Block B for 2017 and the stated per unit taxes in each year thereafter were measured by and imposed at the same general rate at which real property taxes are imposed for similar property located within the City.[2] The Tax Agreement Revenues for Block F as stated on Schedule 1.1 and 1.2 Section A of the Master Tax Agreement is "Otherwise Applicable Taxes". The Tax Agreement Revenues for Blocks A and B are based on a Default Annual Tax Per Unit figure, which are the estimated real property taxes per Unit for such Blocks A and B as determined by the Real Property Assessment Analysis. Upon conversion into condominium form of ownership, the Company will be the initial owner of all of the condominium units until the units are sold, and as such, will be liable for the Tax Agreement Revenues until the units are sold. When a Condo Unit is sold (and resold) to third parties, each Condo Owner will be liable pursuant to the Condominium Declaration and the Master Tax Agreement for its allocable share of the Tax Agreement Revenues based upon its percentage of assessed value compared to the overall assessed value of the improvements that include the Condo Unit. The Tax Agreement Revenues are imposed on the Condo Owner through its allocable share of the aggregate Tax Agreement Revenues for each respective Block. Since the Master Tax Agreement utilizes the Default Annual Tax Per Unit figure in the calculation of the Tax Agreement Revenues for Blocks A and B, there is the potential that in any given year during the term of the Master Tax Agreement, the Tax Agreement Revenues could be greater than or less than Otherwise Applicable Taxes. However, pursuant to the Master Tax Agreement, only Scheduled Payments within the Tax Agreement Revenues are payments in-lieu of Otherwise Applicable Taxes, which

[2] Real Property Tax Law §305 does not require the standard of assessment to be at full value but requires all real property in each assessing unit to be assessed at a uniform percentage of value. For purposes of this opinion it is assumed that the Real Property Assessment Analysis applied the general rate for which real property taxes are imposed to an estimated uniformly applied assessed valuation in accordance with Section 1.164-4(a) of the Code of Federal Regulations, which requires taxes to be levied at a like rate against all property in the territory over which such taxing authorities have jurisdiction.

cannot exceed Otherwise Applicable Taxes.[3] Therefore, the Tax Agreement Revenues for Block F are clearly measured by and equal to the amounts imposed by the regular taxing statutes and the Scheduled Payments for Blocks A and B will be equal to or less than Otherwise Applicable Taxes. In either case, the Scheduled Payments are based upon the estimated assessed values and property taxes as determined by the Real Property Assessment Analysis. Thus, the Scheduled Payments portions of the Tax Agreement Revenues of Residential Condo Unit Owners are imposed at the same general rate at which real property taxes are imposed.

Secondly, the Agency has the authority to impose the Scheduled Payments on the Company pursuant Section 858(15) of the Act, which it implemented through the Master Tax Agreement. The allocable share of the Scheduled Payments will be imposed on the Condo Owners as a result of the Condo Unit being subject to the Lease Agreement from the Company to the Agency and the Condo Owner becoming a successor and assign to the Lease Agreement, Leaseback Agreement, Master Tax Agreement and Master Tax Agreement Mortgage (collectively, the "Agency Agreements"). Specifically, the Master Tax Agreement will be amended and bifurcated to admit individual Condo Owners as parties with respect to one or more specific residential condominium unit(s), the obligation of the Company with respect to payments related to the respective condominium unit will terminate and the sole recourse will be a claim against the Condo Unit in rem for the amount due as secured by the continuing claim and lien of the Master Tax Agreement Mortgage, as the same will be split to encumber the respective unit. Therefore, the Scheduled Payments are imposed on the Condo Owners pursuant to a specific statute (i.e. section 858(15) of the Act), as implemented through the Agency Agreements and the Condominium Declaration.

Lastly, pursuant to the consents of the Tax Jurisdictions and the Assignment of Master Tax Agreement, the Agency has assigned its rights to receive the Tax Agreement Revenues to the Trustee to distribute the Tax Agreement Revenues in accordance with Indenture. After payment of interest on the Public Improvement Bonds to the bondholders, then the Priority Payment to the Tax Jurisdictions, the bondholders will receive repayment of their principal and funding of reserves as contemplated by the Master Tax Agreement's payment schedule. Thereafter any and all residual amounts will be paid to the Tax Jurisdictions as payments in excess of the Priority Payments to the Tax Jurisdictions already received. Priority Payments and payments in excess of Priority Payments to the Tax Jurisdictions may be deposited into the Tax Jurisdictions' general fund and used for general public purposes the same as would otherwise be used for with revenues from real property taxes. The net proceeds from the Public Improvements Bonds will be loaned to the Agency for the purposes of financing the undertaking of the Public Improvement Project. The Public Improvement Project consist of, among other things, parks and playgrounds, an esplanade, underground utilities, wetlands, marine bulkheads, marinas, boardwalks and other walkways, an amphitheater, an ecology pier, landscaping, lighting, roadways and other public improvements, infrastructure and amenities. It is

[3] General Municipal Law §858(15) and §854(17) provides the Agency authority to enter into payments in lieu of tax agreements in amounts equal to the amount, or a portion of, real property taxes, which would have been levied by or on behalf of the affected tax jurisdictions.

contemplated that all or portions of the Public Use Improvements may be dedicated by the Agency to the City or otherwise transferred to a public entity from time to time subject to the terms and conditions of the Indenture and the concurring opinion of bond counsel that the tax-exempt Bonds remain tax exempt. Thus, the Tax Agreement Revenues will only be used for public purposes in that such revenues will (i) be the revenue source for the Public Improvements Bonds, which will finance the public improvement infrastructure as described above and (ii) go directly to the general funds of the Tax Jurisdictions for general public purposes.

Based upon and in reliance upon the foregoing, it is our opinion that an owner of a Residential Unit who itemizes deductions and who uses his, her or their Residential Unit as a personal residence will be entitled under current law to deduct from his, her or their gross income for Federal tax purposes, subject to any limitations in effect, Scheduled Payments paid and imposed against his, her or their Residential Unit.

It must be cautioned that Private Letter Rulings do not have precedential value and are binding on the IRS only with respect to the taxpayers to whom they are issued, although the IRS does have the duty to treat similarly situated taxpayers consistently. Therefore, unless a particular owner of a Residential Unit obtains a Private Letter Ruling confirming the deductibility of that owner's PILOT payments, there will be some risk in claiming such deductions.

We express no opinion with respect to any matters not expressly set forth herein, and our opinion is based solely on the facts, assumptions and documents referred to above. We have not participated in the preparation of the Condominium Offering Plan and the Exhibits referred to therein and attached thereto, we have not independently verified the accuracy, completeness and fairness of the factual information contained therein, and, accordingly we express no opinion as to whether the Condominium has made any untrue statements of material fact or omitted to state any material fact necessary in order to make any statements made, in light of the circumstances under which they are made, not misleading. No warranty or guaranty is made that the United States Treasury Department or the New York State Department of Taxation and Finance will allow the aforementioned deductions, and no representation or warranty is made that the tax law or the regulations or rulings issued thereunder, or any judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither the Company nor Harris Beach PLLC shall be liable if, for any such reason, it is held that the Unit Owners are not entitled to such income tax deductions or to special exemptions as set forth above.

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

[Signature page to Harris Beach PLLC Condo Offering Opinion]

Very truly yours,

HARRIS BEACH PLLC

By: _____

Robert J. Ryan, Member

XXV. RESERVE FUND

The Condominium budget includes a Contingencies line item $50,000 to be used only for unexpected expenses. There is no separate line item for a Reserve Fund for future capital improvements. The Contingencies is part of the common charges payable by the Unit owners including Sponsor and is available. In view of the fact the Condominium will be newly constructed it is not anticipated that there should be any major capital repairs or replacements during the first five (5) years of operation of the Condominium. While the Sponsor is in control of the Board of Managers, the Contingencies line item may not be used to reduce projected Common Charges.

No representation is made that the Contingencies line item will be adequate for future unexpected expenses including repairs or replacements of Common Elements during the first five (5) years of the Condominium. If additional funds are required over and above said funds, it may be necessary to increase the Common Charges payable by the Unit Owners, collect a Special Assessment from each Unit Owner or borrow money.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the Contingencies line item.

XXVI. WORKING CAPITAL FUND

At Closing the Sponsor will collect the equivalent of two (2) months Common Charges from each Purchaser to be paid to the Condominium as initial working capital. While Sponsor is in control of the Board of Managers of the Condominium the working capital funds will not be used to reduce the Common Charges. The working capital fund may be utilized to reimburse Sponsor for prepaid expenses of the Condominium. The only budgetary item that might require a substantial credit to the Sponsor would be the insurance disclosed in Schedule B. At such time as the Sponsor relinquishes control of the Board of Managers any remaining balance of the working capital fund will be turned over to the Board of Managers.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of such funds.

XXVII. MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

The Sponsor has not yet engaged the services of Managing Agent to manage the Condominium. The budgeted amount is based on an estimate received from Sponsor's budget expert, Total Community Management Corp. based on its experience

operating comparable buildings. Sponsor will amend the Offering Plan to disclose the name and address of the Managing Agent when a Managing Agent is hired.

XXVIII. IDENTITY OF PARTIES

Sponsor

The Sponsor is RXR Garvies P1 Building B Owner LLC, a Delaware limited liability, with a New York address at 625 RXR Plaza, Uniondale, New York 11556. The principal of Sponsor is Scott Rechler with the same business address as Sponsor.

Scott Rechler is the Chief Executive Officer and Chairman of RXR, a private real estate company which was formed subsequent to the merger of Reckson Associates Realty Corp., with SL Green, one of the largest public real estate management buyouts in REIT history

Prior to the merger with SL Green, Mr. Rechler served as Chairman and Chief Executive Officer of Reckson Associates Realty Corp. (NYSE: RA), a publicly traded real estate investment trust with a market capitalization in excess of $6 billion ("Reckson"), where he oversaw in excess of $6 billion in acquisitions and developments and the management of over 20 million square feet of commercial property in New York's Tri-State Area throughout Long Island, New Jersey, New York City, Westchester and Connecticut.

The principal of Sponsor has not been involved in any condominium or cooperative offering plans for the last five years and does not own ten (10%) percent or more of the unsold units or unsold shares in any building in the State of New York except for: The Residences, North Hills Condominium One which was accepted for filing by the New York State Department of Law on March 5, 2008 under file number CD-07-0257, The Residences, North Hills Condominium Two which was accepted for filing by the New York State Department of Law on July 31, 2008 under file number CD-08-0234, The Residences, North Hills Condominium Three, which was accepted for filing by the New York State Department of Law on July 31, 2008 under file number CD- 08-0241, The Residences, North Hills Condominium Four which was accepted for filing by the New York State Department of Law on October 22, 2008 under file number CD-08-0483 and The Residences, North Hills Condominium Five which was accepted for filing by the New York State Department of Law on October 23, 2008 under file number CD-08-0484. The aforementioned condominium offering plans have been withdrawn by its sponsors. Mr. Rechler is also the principal of the Sponsor The Residences, North Hills, Phase I Condominium (CD14-0036) and The Residences, North Hills Phase II Condominium (CD16-0238).

There have been no prior felony convictions of Sponsor, or any principals of Sponsor; and no prior convictions, injunctions and judgments against Sponsor, or any

principals of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Managing Agent

Sponsor has not yet retained the services of a Managing Agent. See Section XXVII.

Selling Agent

Daniel Gale Real Estate, 36 Main Street, Cold Spring Harbor, New York 11724 is to be the exclusive Selling Agent. The firm is duly licensed under the laws of the State of New York as a real estate broker. The firm has been operating as a selling agent in the Metropolitan area for a number of years and has been the selling agent for a number of communities.

Attorneys

All legal matters in connection with the establishment of the Condominium, the tax opinion of counsel contained herein and the preparation of this Offering Plan have been passed upon for the Sponsor by Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, 9th Floor, East Meadow, New York 11554. The individual partner in said firm responsible for said work is Ira J. Adler, Esq.

Certilman Balin Adler & Hyman LLP will also represent the Sponsor in connection with the individual Unit Closings and will also act as the Escrow Agent as described in Section XIV of the Offering Plan.

The PILOT tax opinion of counsel was prepared by Harris Beach PLLC, 677 Broadway, Suite 1101, Albany, New York 12207. Certilman Balin Adler & Hyman LLP and Harris Beach PLLC have no financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for its fee for services rendered in connection with the Condominium.

Insurance

The estimated insurance rates have been passed upon by Robert M. Currey & Associates, Inc., One Beacon Street, 22nd Floor, Boston, Massachusetts 02108. The aforementioned estimate has been included in this Offering Plan in reliance upon the opinions of said agency and upon its authority as an expert but the Sponsor has no knowledge that this estimate is not correct.

Architect

The architectural firm which prepared the report in Part II and which executed the Certification in Part II is Handel Architects LLP, 120 Broadway, 6th Floor, New York, NY 10271. The architect has no financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for its fee for services rendered in connection with the Condominium. The architectural firm has had prior experience in the preparation of plans and specifications for other residential properties.

XXIX. REPORTS TO RESIDENTIAL UNIT OWNERS

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

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall be certified while the Sponsor retains a majority of the Members of the Board of Managers and such statement shall be provided no later than four (4) months after the close of the fiscal year;

(ii) prior notice of the annual Residential Unit Owners' meeting; and

(iii) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

XXX. DOCUMENTS ON FILE

Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all Schedules 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 Sponsor's office for six years from the date of first Closing. The Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of the Closing of the first Unit.

XXXI. GENERAL

Pending Litigation

As of the date of this Offering Plan, the following litigation is pending which affects this offering:

***David Berg et al. v. City of Glen Cove et al.*, Index No. 15-9704**
***Inc. Village of Sea Cliff et al. v. Planning Bd. of Glen Cove et al.*, Index No. 15-9706**

On June 11, 2015, RXR Glen Isle Partners LLC (the "Developer"), submitted an application to the City of Glen Cove Planning Board (the "Planning Board") seeking approval of an Amended Planning Unit Development ("PUD") Master Development Plan (the "2015 Amended PUD Master Development Plan), which proposed modifications to the PUD Master Development Plan that was approved by the Planning Board on December 19, 2011 (the "2011 PUD Master Development Plan"). At the same time, the Developer also proposed a minor amendment to the PUD Subdivision Plan that was approved by the Planning Board on November 18, 2014 (the "2015 Amended PUD Subdivision Plan").

Following its review of the Developer's applications for approval of the 2015 Amended PUD Master Development Plan and 2015 Amended PUD Subdivision Plan (collectively, the "2015 Amended Applications"), the Planning Board adopted a Resolution on October 6, 2015, which granted the 2015 Amended Applications subject to certain conditions. As set forth in the Resolution, the Planning Board concluded that the 2015 Amended Applications would not result in any new potentially significant adverse environmental impacts that were not previously studied during the prior, full State Environmental Quality Review Act ("SEQRA") review of the 2011 PUD Master Development Plan, or which were not fully studied as part of the Board's review of the 2015 Amended Applications and, therefore, that a full Supplemental Environmental Impact Statement ("SEIS") was not required.

The Planning Board's October 6, 2015 Resolution was the subject of two hybrid Article 78 proceedings and declaratory judgment actions that were filed in the Supreme Court, Nassau County, seeking to overturn the Planning Board's approval of the 2015 Amended Applications. The two lawsuits were filed on November 5, 2015; one by a group of residents from the area (the "Resident Petitioners") (*David Berg et al. v. City of Glen Cove et al.*, Index No. 15-9704), and the other by the Village of Sea Cliff and Mayor of the Village of Sea Cliff (collectively, the "Village") (*Inc. Village of Sea Cliff et al. v. Planning Bd. of Glen Cove et al.*, Index No. 15-9706) (collectively, the "PUD Lawsuits"). The PUD Lawsuits named the City of Glen Cove, the Planning Board, the City of Glen Cove Industrial Development Agency ("GCIDA"), the City of Glen Cove Community Development Agency ("GCCDA"), the Developer (and its predecessors-in-interest) and several other property owners as Respondents-Defendants.

The PUD Lawsuits alleged, among other SEQRA claims, that a full SEIS was required to study potential visual and other alleged impacts associated with the 2015 Amended Applications, certain subsurface environmental conditions, and other areas of potential impact relating to the 2015 Amended Applications. The PUD Lawsuits also alleged, among other causes of action, that the MW-3 zoning was not lawfully adopted, the 2011 PUD Master Development Plan Approval had expired, and improper notice. The Village additionally claimed, among other things, that the Amended PUD Master Plan breached a Memorandum of Understanding, dated October 5, 2000 (the "MOU"), that was executed by the Village, City and GCIDA. The Village further alleged that the MOU imposed certain height and square footage requirements on the waterfront development, which the Amended PUD Master Plan exceeds.

By Short Form Orders, dated August 17, 2016, the Nassau County Supreme Court (Brandveen, J.) denied and dismissed the Article 78 Petitions and declaratory judgment causes of action in both PUD Lawsuits in their entirety, on procedural and substantive grounds. The Resident Petitioners filed a Notice of Appeal, dated September 14, 2016. The Village filed a Notice of Appeal, dated September 22, 2016. Both Notices of Appeal claimed, among other things, that the Supreme Court erred by not overturning the Planning Board's approvals of the 2015 Amended Applications and ordering an SEIS under SEQRA. The Village's Notice of Appeal also challenged the lower Court's ruling rejecting the enforceability of the MOU.

Pursuant to Section 670.8 of the New York Rules of Court, the time to "perfect" the appeals (by filing a Brief and Record on Appeal) expires six months after the date of the Notice of Appeal, unless that time is extended either by stipulation or Order of the Court. Prior to the expiration of the time to perfect the appeals (*i.e.*, March 14, 2017 and March 22, 2017, respectively), the Appellants submitted a motion to the Appellate Division, Second Department, seeking to enlarge their time to perfect their appeals until May 8, 2017. On April 17, 2017, the Appellate Division issued a Decision and Order granting the Appellants' motion. Accordingly, the Appellants now have until May 8, 2017 to perfect their appeals.

Notwithstanding the extension of time granted by the Appellate Division, it remains unknown whether one or more of the Appellants will actually perfect their appeals and/or seek injunctive relief or other provisional remedy from the Appellate Division to enjoin the Garvies Point Project from moving forward pending the outcome of the appeals.

***Committee for a Sustainable Waterfront, et al. v. Planning Board of the City of Glen Cove et al.*, Index No. 17-1948**

On February 10, 2016, RXR Glen Isle Partners LLC (the "Developer"), submitted an application to the City of Glen Cove Planning Board (the "Planning Board") seeking site plan approval for the public amenity spaces on Blocks A1/A2 and Block B (the "Public Amenity Site Plan"). Several months later, on June 15, 2016, the Developer submitted an application to the Planning Board seeking site plan approval to construct a

5-story, 167-unit residential condominium building on Block B (the "Building B Site Plan"). The Public Amenity Site Plan and Building B Site Plan are hereinafter collectively referred to as the "2016 Site Plans."

On November 9, 2016, the Developer submitted a letter application to the Planning Board seeking a further amendment of the Amended PUD Subdivision Plan that was approved on October 6, 2015 (the "2016 Amended PUD Subdivision Plan"). The 2016 Amended PUD Subdivision Plan sought to subdivide the Subject Property in a way that that facilitated the conveyance of properties to the Developer, delineated the public amenity areas that are now subject to a public easement and created separate tax lots for each of the proposed buildings, including the parcel on which Building B will be constructed.

Following its review of the 2016 Site Plans and 2016 Amended PUD Subdivision Plan, the Planning Board adopted a Resolution on March 7, 2017, which granted the three applications subject to certain conditions.

On April 5, 2017, the Committee for a Sustainable Waterfront, David Berg, Roger Friedman (improperly named as Roger Friedmand) and Amy Peters (the "Plaintiffs-Petitioners") commenced a hybrid Article 78 proceeding and declaratory judgment action in Supreme Court, Nassau County, seeking to annul the Planning Board's March 7, 2017 Resolution (the "2017 Proceeding"). The 2017 Proceeding named the Planning Board of the City of Glen Cove, City of Glen Cove, Glen Cove City Council, City of Glen Cove Industrial Development Agency, City of Glen Cove Community Development Agency, the Developer (and its predecessors-in-interest) and several other property owners as Defendants-Respondents. The Return Date of the 2017 Proceeding is May 10, 2017.

The 2017 Proceeding alleges that the Defendants-Respondents failed to comply with the requirements of SEQRA prior to adopting the March 7, 2017 Resolution. Specifically, the Plaintiffs claim that the Planning Board failed to take a "hard look" at the relevant areas of environmental concern relating to the 2016 Site Plans and 2016 Amended PUD Subdivision Plan, failed to set forth a reasoned elaboration for the basis for its determination, failed to require an SEIS, and improperly segmented environmental review. In addition to seeking a judgment vacating and annulling the March 7, 2017 Resolution, the Plaintiffs-Petitioners' prayer for relief also seeks a preliminary injunction and a permanent injunction enjoining the Defendants-Respondents from processing any applications or approvals in furtherance of any development plan of the Garvies Point Waterfront area and from acquiring, purchasing, selling or otherwise transferring any interest to the parcels within the Project Area, and further from moving soil, clearing trees, issuing work orders or commencing work until the Supreme Court has issued a determination in this proceeding that SEQRA has been fully complied with.

Prior Offerings

This property has not been the subject of any prior public offerings. No contracts

or agreements, written or oral, have been entered into for the sale or transfer of any of the Units being offered for sale in the Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Units, prior to submission of the Plan to the Department of Law. The property forming the Condominium is vacant land and therefore, there are no tenants occupying the premises.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor represents that it will not discriminate against any person because of his or her race, creed, sex, sexual orientation, color, disability, marital status, national origin or ancestry in the sale of Residential Units under this Plan.

Amendment of Plan

The Plan may be amended at any time and from time to time provided that, if the amendment is a material and substantial modification of the Plan which adversely affects Purchasers, then anyone who has theretofore executed a Purchase Agreement shall be given not less than thirty (30) days after a copy of the duly filed amendment is mailed or otherwise delivered to them by written notice to the Sponsor to cancel the Purchase Agreement and to obtain a refund, in full, of the down payment made therewith with interest, if any. No person has been authorized to make any representation which is not expressly contained herein. This Plan may not be changed or modified orally.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

XXXII. SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION

Sponsor adopts the Description of Property set forth in Part II of the Plan. Sponsor has no knowledge of any material defects or need for major repairs except as set forth in the Description of Property Report set forth in Part II of the Plan. Purchasers should be aware that they may be living in an active construction site after they close on their Unit. During this period of construction there may be dirt and debris and construction material on site, construction vehicular traffic, construction noises, unfinished areas of the Development and other inconveniences which are normal in a community undergoing construction. It is anticipated that construction of the Condominium will be complete by July of 2020 subject to circumstances beyond Sponsor's control such as weather conditions, labor strikes, material shortages, acts of God and sales conditions.

RXR GARVIES P1 BUILDING B OWNER LLC
Sponsor

Date of Offering Plan: _____, 2017
East Meadow, New York

OFFERING STATEMENT

The Beacon at Garvies Point Condominium

Garvies Point Road
Glen Cove, New York 11542

PART II

SCHEDULE D

PURCHASE AGREEMENT

THE BEACON AT GARVIES POINT CONDOMINIUM
PURCHASE AGREEMENT

Residential Unit No. _____ **Date** _____

Anticipated Closing Date: _____

Seller: RXR GARVIES P1 BUILDING B OWNER LLC

Address: 625 RXR PLAZA, UNIONDALE, NEW YORK 11556

Purchaser(s): _____
Home Address: _____

Residential Telephone Number: _____
Business Telephone Number(s): _____
Email Address: _____
Social Security Number(s): _____

Purchaser's Attorney: _____
Attorney's Contact Information: _____
_____
Phone:_____Fax: _____
Email:_____

Seller and Purchaser agree as follows:

1) **PURCHASE PRICE:**

Residential Unit $_____

Builder upgrades, extras, options, custom or special work (collectively, "Extras") $_____

TOTAL $_____

PAYABLE AS FOLLOWS:

On the signing of this Purchase Agreement, 10% of the Purchase Price ("Deposit") $_____

10% of the Purchase Price payable on the earlier of six months from the date of this Purchase Agreement or the date the Offering Plan is declared effective. $_____

Purchaser's certified or bank cashier's check (drawn on a New York Bank) payable directly to the order of Seller or Seller 's designee on the Closing of Title $_____

TOTAL **$**_____

Any payment made by check is accepted subject to collection. If any check tendered is not honored, Purchaser shall deliver a certified check or bank cashier's check to Seller to replace the dishonored check within seventy-two (72) hours after demand for replacement therefore.

Notwithstanding the foregoing, if for any reason whatsoever the check given by Purchaser as the Deposit hereunder is dishonored, Seller shall have the right to cancel this Purchase Agreement. Seller's election to cancel shall not be deemed a waiver by Seller of its right to pursue other remedies.

THE PAYMENT DUE AT CLOSING IN ACCORDANCE WITH THIS PURCHASE AGREEMENT ON ACCOUNT OF THE PURCHASE PRICE MUST BE MADE BY PURCHASER'S CERTIFIED CHECK OR OFFICIAL BANK TELLER'S CHECK DRAWN ON A NEW YORK CLEARINGHOUSE BANK PAYABLE DIRECTLY TO SELLER OR SELLER'S DESIGNEE. IF PAYMENT SHALL BE MADE TO SELLER'S DESIGNEE, SELLER SHALL GIVE PURCHASER PRIOR INSTRUCTIONS. UNCERTIFIED CHECKS OF FUNDING COMPANIES, ATTORNEY ESCROW CHECKS AND CHECKS PAYABLE TO PURCHASER OR ANOTHER PARTY AND ENDORSED TO SELLER WILL NOT BE ACCEPTED AND TENDER OF SAME WILL NOT CONSTITUTE COMPLIANCE BY PURCHASER OF PURCHASER'S OBLIGATIONS HEREUNDER.

2) **DESCRIPTION OF UNIT** - Seller agrees, at its own cost and expense, to erect and complete, and Purchaser shall purchase from Seller, the condominium unit known as Residential Unit No. _____ ("Residential Unit"), together with a Percentage of Common Interest ____% in the Common Elements of the condominium ("Common Elements") known as The Beacon at Garvies Point Condominium ("Condominium"), located at Garvies Point Road, Glen Cove, New York 11542, and as described in the Declaration of Condominium recorded or to be recorded in the Office of the Clerk of the Nassau County, built or to be built or improved by Seller on property comprising the Condominium Map ("Property") filed or to be filed in the Office of the Clerk of Nassau County. The Residential Unit shall hereinafter be referred to as the "Unit". The Unit shall be constructed in accordance with the requirements as to materials and workmanship of the Building Department of the City of Glen Cove, which, when completed, will be in substantial accordance with the plans as filed or to be filed with the Building Department of the City of Glen Cove.

The Unit may vary from any models displayed to Purchaser, and Purchaser shall not rely on any model depiction of the units in the Condominium. All dimensions are approximate and may vary from the floor plans of the Condominium.

The Unit shall not include any of the following if displayed in any unit or model unit: decorative fixtures, furniture, furnishings, paint, wallpaper, carpeting, shelves, wall and window treatments, built-ins, burglar alarm systems, site lighting, central vacuum systems, highhat lighting, additional fixtures and switches added for decorative purposes and other optional fixtures or features exhibited in any model units and/or any sales office excepting those specifically set forth as may be attached to this Purchase Agreement, or included herein.

3) **OFFERING PLAN** - Seller has exhibited and delivered to Purchaser, and Purchaser acknowledges having received, read and understood the Offering Plan for condominium ownership of the Property and all amendments thereto filed to date, all of which are incorporated by reference and made a part of this Purchase Agreement, with the same force and effect as if fully set forth herein. Purchaser agrees to be bound by the Offering Plan, including all amendments thereto now or hereafter filed by Seller (collectively, the "Plan"). Seller may freely amend the Plan in any respect from time to time, without Purchaser's approval or consent. Purchaser acknowledges having received and read the Plan at least three (3) business days prior to signing this Purchase Agreement and having had full opportunity to examine all papers and documents and investigate all matters set forth in the Plan. Any defined term set forth in this Purchase Agreement which is not specifically defined herein shall have the meaning ascribed to them in the Plan.

Purchaser shall deliver all documents to Seller and perform all acts required by Seller to carry out the provisions of the Plan, establish the Condominium and conform to all applicable laws and regulations. This Paragraph shall survive Closing and delivery of the deed.

4) **MORTGAGE FINANCING** - This Purchase Agreement is not conditioned upon Purchaser obtaining mortgage financing. In the event Purchaser is unable to obtain a mortgage, this Purchase Agreement shall remain in full force and effect and Purchaser shall have an ongoing obligation to consummate the transaction. If Purchaser does not consummate this transaction and close title to the Unit as a result of Purchaser's inability to obtain a mortgage, Purchaser will be in default under this Purchase Agreement and Seller may retain all monies as provided for in Paragraph 22 herein.

5) **CLOSING** - The act of transferring ownership of the Unit in return for payment in full of the Purchase Price and all other sums due from Purchaser under this Purchase Agreement is known as the "Closing". The Anticipated Closing Date indicated on the first page of this Purchase Agreement is an approximate date and Seller cannot make any guarantees that such date will be the actual Closing Date. Seller shall have the right to adjourn or advance such Closing Date as provided herein. The Closing shall take place at such time and place and on such date as Seller shall designate by prior written notice ("Notice for Closing") delivered in accordance with Paragraph 30 herein, which shall be given no less than thirty (30) days before the date set for Closing. Purchaser may waive the thirty (30) day notice period by execution and delivery of a waiver in the form set forth as Schedule D-4 annexed hereto and made a part hereof.

Should Seller be unable to convey title to Purchaser in accordance with the Notice for Closing, Seller shall have the right, from time to time, to adjourn the date and time for Closing on written notice to Purchaser. In such event, Seller shall, by a new Notice for Closing, fix a new date and time for Closing, which shall be no less than ten (10) days before the new scheduled date and time for Closing.

If the Closing takes place, at the request of Purchaser, at any location other than the office of Seller's attorney, Purchaser shall pay to Seller's attorney a travel fee in the sum of $500.00. The Closing may not take place in any location other than the office of

Seller's attorney without Seller's prior written consent.

In the event the Closing is adjourned, with or without Seller's consent, at the request of Purchaser, Purchaser's attorney, or Purchaser's lender (or lender's attorney), if any, within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall pay Seller's attorney an adjournment fee in the sum of $500.00.

If Purchaser is not in default under this Purchase Agreement and the Closing has not taken place within twelve (12) months after the Anticipated Closing Date set forth on the first page of this Purchase Agreement, either Seller or Purchaser may cancel this Purchase Agreement by forwarding written notice of cancellation ("Notice of Cancellation") to the other no later than ten (10) days after expiration of such twelve (12) month period. Failure to so notify Seller shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of this Purchase Agreement. Upon receipt of the Notice of Cancellation, Seller shall refund to Purchaser, subject to the escrow provisions as disclosed in Section XIII of the Plan and Paragraph 29 of this Purchase Agreement, all payments, other than Extras which have been (i) installed by Seller, (ii) not installed but paid for by Seller or (iii) not installed but which have been ordered by Seller and for which Seller is obligated to pay, unless the Plan has been abandoned. Thereafter, neither party shall have any further liability or obligation to the other in connection with this Purchase Agreement. In the event Seller shall be unable to convey title to the Unit within twenty-four (24) months of the proposed date of delivery through no fault of Purchaser, this Purchase Agreement shall be deemed null and void and Seller shall return all monies being held in escrow within thirty (30) days thereafter.

6) **CLOSING COSTS** - In addition to all other sums payable or reimbursable elsewhere under this Purchase Agreement, at Closing Purchaser shall pay, or reimburse to Seller if Seller has already made payment, or pay to any lender, all applicable charges for:

(a) any Lender's charges for inspections, appraisals, title examination and policy insuring the lender's interest, lender's attorneys' fees for preparation of all loan documents, all commitment fees, points, origination fees and other fees and charges (however characterized) imposed or exacted by the lender or incurred by Seller or Purchaser in connection with Purchaser's mortgage loan;
(b) any mortgage recording taxes on Purchaser's mortgage;
(c) governmental charges which may be assessed on account of any mortgage loan;
(d) mortgage insurance, if required, on Purchaser's mortgage;
(e) New York State real estate transfer tax on the deed;
(f) Mansion Tax pursuant to Section 1402-a of the Tax Law of the State of New York, if applicable;
(g) all recording and filing charges payable on account of the transfer of title and the recording of all documents in connection with this transaction, including, without limitation, any mortgage, the deed, any power of attorney, affidavits required pursuant to Section 339-ee of the Real

Property Law of the State of New York and any blanket mortgage releases, terminations and UCC-3s;

(h) a sum equal to the partial mortgage tax credit to which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller;

(i) an initial non-reimbursable capital contribution equal to the equivalent of two (2) months Common Charges to the Condominium;

(j) a pro-rata reimbursement of the Condominium's current year's insurance premium;

(k) water tap fee of $1,000.00;

(l) sewer tap fee of $1,000.00;

(m) survey fee of $1,000.00;

(n) $150.00 fee for the completion of any lender's mortgage questionnaire;

(o) any other municipal and/or utility company fees applicable to the Unit;

(p) $2,750.00 to Seller's attorney for the preparation of the closing documents; and

Seller shall also be entitled to any other costs referenced to in Section XVII of the Plan if not specifically contained herein.

Purchaser shall also apportion with Seller as of the end of the day prior to Closing, and pay to Seller at Closing, the apportioned amount due for taxes, Condominium Common Charges, sewer use, water use, electricity, gas and any other utility costs. Purchaser shall also pay the deposits required by Purchaser's lender to establish the estimated or escrow fund for future payments of taxes, Condominium Common Charges, sewer use and insurance premiums (if applicable). If through no fault of Seller, Purchaser fails for any reason to close title on the date originally scheduled in the Notice for Closing, or such later date (if applicable) to which Seller in a subsequent Notice for Closing adjourned the Closing, all of the aforementioned apportionments shall be made as of the end of the day preceding (i) the date originally scheduled for Closing or (ii) Seller's adjourned Closing Date, as the case may be.

Purchaser shall pay to Seller at or prior to the date of the actual adjourned Closing, an amount equal to .0438% per diem (which equals an annual rate of 16%) of the Purchase Price for each day beyond such originally scheduled or Seller adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Seller's carrying costs and other charges, which amount Purchaser acknowledges to be reasonable and proper.

Any errors or omissions in computing apportionments or any other sums payable under this Paragraph which are communicated to the other party within six (6) months after Closing shall be corrected and payment made to the proper party promptly after such communication. This Paragraph shall survive Closing and delivery of the deed.

7) **SEVERANCE OF MORTGAGE** - Purchaser shall use its best efforts to direct its lender (i) to accept an assignment of the existing mortgage(s) encumbering the Property, as severed, to encumber only the Unit and its appurtenant percentage of

Common Interest in the Common Elements, and (ii) to cooperate with Seller and Seller's existing lender as necessary to effectuate such assignment. At Closing, Purchaser shall execute the affidavits required pursuant to Section 255 of the Tax Law of the State of New York. It is agreed and understood that Seller shall receive, as a credit from Purchaser at Closing, a sum equal to the full mortgage tax credit which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller on the amount of Purchaser's mortgage. The foregoing credit shall be paid by Purchaser regardless of whether Purchaser's lender accepts the assignment of Seller's existing mortgage, as severed.

8) **MORTGAGE(S)** - All terms and provisions of this Purchase Agreement and all payments made hereunder are and shall be subject and subordinate to the lien of any acquisition, improvement, interim or building loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon, to the full extent thereof without the execution of any further documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments. Seller shall satisfy all such mortgages or obtain a release of the Unit and its appurtenant percentage of Common Interest in the Common Elements from the liens of such mortgage(s) at or prior to Closing, unless Purchaser shall be required to take title subject to the existing mortgage(s), as severed and converted to Purchaser's individual mortgage encumbering the Unit.

9) **DEED AND ENCUMBRANCES UPON OWNERSHIP** - The deed to be given by Seller to Purchaser at Closing shall be a Bargain and Sale Deed with Covenants against Grantor's Acts, but subject, nevertheless, to the matters set forth in sub-paragraphs (a) through (f) below and any additional exceptions set forth in Section XVI of the Plan, as it may be amended, which need not be recited in the deed given at Closing, but shall survive Closing, and Seller's covenant in the deed against encumbrances shall be deemed modified accordingly. The deed shall be duly executed and acknowledged by Seller in proper statutory form for recording (except for payment of the New York State transfer tax which is the obligation of Purchaser) so as to convey to Purchaser fee simple title to the Unit, free and clear of all liens and encumbrances, except as herein stated. The deed shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law of the State of New York. Purchaser shall accept such title to the Unit subject to the liens, encumbrances and other matters set forth in this Purchase Agreement, as East Coast Abstract, as agent for Chicago Title Insurance Company authorized to do business in the State of New York, is willing to approve and insure without additional premium. Purchaser may obtain title insurance from any other title insurance company or abstract company, or Purchaser may decline to obtain any title insurance at all.

Purchaser shall be responsible for payment to the title insurance company or abstract company, as the case may be, of the entire premium for Purchaser's title insurance, and shall pay the applicable New York State transfer tax and mansion tax, if applicable. Purchaser shall also be responsible for payment to the title company or

abstract company, as the case may be, of the entire cost of the premium for Purchaser's lender, if any, and any and all recording charges in connection with Purchaser's mortgage loan, if any.

The sale and transfer of ownership of the Unit to Purchaser shall, even though not stated in the deed, be subject to:

(a) Ordinances, rules, regulations, requirements and approvals of applicable governmental authorities, provided not violated by the Unit to be constructed.

(b) Rights for installation, use and/or maintenance of easements and rights of way for utilities, sewer, cable television, drainage, scenic purposes, screening and planting which have already been granted or may be granted after this Purchase Agreement is signed or after Closing, provided they do not prevent use of the Unit or the Common Elements for their intended purposes.

(c) Declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Unit or the Common Elements for their intended purposes.

(d) Unpaid taxes and liens, provided the title insurance company shall insure against collection of same out of the Unit.

(e) The filed Condominium Map and all matters reflected thereon.

(f) The Declaration and By-Laws of the Condominium and any amendments or supplements thereto.

(g) The Declaration of Covenants, Restrictions, Charges and Liens of the Master Association.

Purchaser shall deliver to Seller's attorney within thirty (30) days of Purchaser's attorney's receipt of a fully executed copy of this Purchase Agreement, a written notice setting forth each objection to title, if any (other than those specifically set forth herein subject to which the Unit is being sold), and a copy of Purchaser's title report. Seller shall have the right to a reasonable adjournment of Closing, not to exceed sixty (60) days, for the purpose of curing any title defect; however, no such action taken by Seller shall be deemed an admission by Seller that such defect is one that would entitle Purchaser to cancel this Purchase Agreement.

10) **PERSONAL PROPERTY INCLUDED IN SALE** - All articles of personal property, fixtures and equipment for the Unit which are included in this sale will be delivered free and clear of all liens and encumbrances, except as stated in Paragraph 9 herein, if applicable.

11) **POWER OF ATTORNEY** - At Closing, Purchaser shall execute, acknowledge and deliver to Seller in recordable form, a power of attorney in the form set forth as Schedule E to the Plan ("Power of Attorney"), in favor of the Board of Managers of the Condominium relative to leasing and purchasing of units in the Condominium under certain circumstances and to foreclose upon units in the Condominium for which the payment of Common Charges is delinquent, and in favor of Seller relative to amending the Condominium documents to the extent provided for in the Plan. Purchaser further agrees to execute and pay for any recording fees in the event the form required to be used for a Power of Attorney is revised subsequent to the date of the Closing. This Paragraph shall survive Closing and delivery of the deed.

12) **ENCUMBRANCES/LIENS EXISTING AT CLOSING** - The existence of anything affecting the sale at Closing, including unpaid taxes or liens of any kind, shall not constitute an objection to title provided East Coast Abstract, as agent for Chicago Title Insurance Company or another title or abstract company licensed to do business in the State of New York selected by Purchaser, is willing to insure Purchaser's title clear of the matter or is willing to insure against enforcement or collection out of the Unit upon Seller's doing whatever acts as may be reasonably required by said company and/or the depositing of money not to exceed the net Purchase Price due Seller after payment of Seller's closing expenses and mortgage release amount. Seller may pay and discharge any liens and encumbrances upon the Unit, not provided for in this Purchase Agreement, out of the monies to be paid by Purchaser at the time of Closing.

13) **EXTRA WORK AND EXTRA ITEMS ORDERED BY PURCHASER** - Any Extras ordered from Seller by Purchaser which are not included in the plans or standard model of the Unit shall, except as may otherwise be provided in this Purchase Agreement or in a writing signed by Seller, be paid for in full by Purchaser at the time they are ordered. The failure of Seller to perform or supply and install such Extras shall not entitle Purchaser to cancel this Purchase Agreement even if Purchaser has already paid for such Extras. Purchaser's only right, in the event of Seller's failure to perform the work required to install or actually install such Extras, is to receive a credit at Closing equal to the total payments made to Seller for such Extras. All Extras must be ordered prior to commencement of construction and must not delay construction. In the event Purchaser orders Extras other than the standard Extras offered by Seller, Seller or Seller's contractors shall not be responsible or liable for any defects in quality of materials or workmanship in installation. Failure to make any payments due in accordance with the payment schedule of Seller, Seller's contractors or sub-contractors, as applicable, shall constitute a breach in accordance with Paragraph 22 herein. **All funds received by Seller for Extras will initially be placed in the Escrow Account (as provided in Paragraph 29 herein). Such funds may be released from the Escrow Account as long as Seller uses the funds for such Extras.** As noted as a Special Risk in the Plan, in the event Purchaser is entitled to rescission, Purchaser will not receive a refund of any funds paid for Extras which have been (i) installed by Seller, (ii) not installed but paid for by Seller or (iii) not installed but which have been ordered by Seller and which Seller is obligated to pay unless the Plan has been abandoned. In the event the Plan is abandoned, Purchaser shall be entitled to receive a refund of all funds paid to Seller for

such Extras. Seller shall have no responsibility for any work, fixtures, appliances, equipment or materials not ordered directly from Seller by Purchaser. Any orders which Purchaser places directly with Seller's contractors, sub-contractors or suppliers shall not be deemed to have been ordered directly from Seller and Seller shall not be responsible or liable with respect to same.

14) **OPTIONS AND COLOR SELECTIONS** – Any options offered by Seller to Purchaser with respect to colors, products, materials, design, features and similar matters shall be made by Purchaser in writing at Seller's office or the sales office, within ten (10) days after notification to Purchaser to select such options. If Purchaser fails to inform Seller of Purchaser's final selections within such ten (10) day period, Seller shall make the selection on Purchaser's behalf and Purchaser shall accept such selection. No claim or objection to Closing shall be made by Purchaser because of any selection made by Seller in the event Purchaser failed to give Seller timely notice of Purchaser's final selections.

15) **NO INSPECTIONS DURING CONSTRUCTION** - Purchaser acknowledges that unsupervised visits to the Property present a dangerous circumstance and could incur liability to Seller. **Unless specifically agreed to by Seller in writing, Purchaser shall not visit the Unit or any other portion of the Property, and shall only have the right to visit the sales office. Any unauthorized visits to the Property by Purchaser are subject to a charge by Seller of $500.00 per visit, which Purchaser agrees to pay to Seller within ten (10) days of Seller's demand therefor.** Purchaser hereby releases and indemnifies, defends and holds Seller harmless from and against any and all claims and liabilities incurred by Seller resulting from the presence of Purchaser or Purchaser's family members, agents, licensees or invitees on the Property prior to Closing. Purchaser further agrees to execute the Express Assumption of Risk Form, in the form set forth as Schedule D-5 to the Plan and annexed hereto and made a part hereof together with Purchaser's execution of this Purchase Agreement.

16) **PURCHASERS' INTERFERENCE** - Purchaser acknowledges that it may not interfere with Seller's ability to construct the Unit or other unit(s) or facilities, including interference with work performed on the Property by Seller's staff, contractors and/or sub-contractors in connection with the construction of the Unit or any other unit(s), attempts to hire any of Seller's staff, contractors or sub-contractors, and/or attempts to bring contractors, materialman, sub-contractors or workers onto the Property for work to the Unit prior to Closing, unless otherwise agreed to in writing by Seller.

17) **POSSESSION OF THE UNIT PRIOR TO CLOSING** - Neither Purchaser nor anyone acting on Purchaser's behalf may enter or take possession of all or any part of the Unit nor have any work performed or materials supplied or installed at the Unit prior to Closing without the prior written consent of Seller.

Seller shall accept no liability whatsoever for any property belonging to Purchaser, their agents, employees, licensees, invitees, family, or belonging to any party other than Seller which is placed on the Property and/or in the Unit prior to

Closing. No act of Seller, whatever its nature, shall constitute a waiver of this Paragraph.

18) **CHANGES BY SELLER** - In building the Unit and performing any other work on the Property, Seller reserves the right to: (a) make changes or substitutions of materials or construction from those shown in the model or building plans, provided any such changes or substitutions are of substantially similar or better quality; (b) determine the exterior color and design of the Building; (c) change the type of units to be constructed in the Condominium; (d) change appliances as long as they are equal to or better than originally offered; and (e) make any other changes required by the City of Glen Cove or any other municipal or governmental agency having jurisdiction over the Property.

19) **COMPLETION OF CONSTRUCTION; PURCHASER'S INSPECTION** - Purchaser shall accept title (without abatement or credit against the Purchase Price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit or the Building, or (b) other unit(s) in the Condominium, or (c) any landscaped areas of the Property, or (d) other portions of the Common Elements have not been completed. Purchaser shall inspect the Unit with a representative of Seller during normal business hours approximately three (3) days prior to Closing and will sign and deliver to Seller on or before Closing, a Pre-Title Inspection Statement supplied by Seller, acknowledging the condition of the Unit. Purchaser agrees to accept the Pre-Title Inspection Statement wherein Seller shall agree to complete all unfinished items within six (6) months from the date of Closing, weather and other circumstances permitting. Any such incomplete items shall not constitute an objection to Closing. Purchaser shall allow Seller, its agents, servants and/or employees the right to enter the Unit and shall provide reasonable access thereto subsequent to Closing to complete any incomplete items. In the event Seller is required to make any repair or complete any item of work to be performed by Seller after Closing, the limit of Seller's liability shall be to make said repair and/or to complete such item. This Paragraph shall survive Closing and delivery of the deed.

20) **CERTIFICATE OF OCCUPANCY** - At Closing, Seller shall deliver to Purchaser a temporary or final Certificate of Occupancy for the Unit (or the Building) and, if available, a New York Board of Fire Underwriter's Certificate or equivalent for the Unit. Purchaser represents and agrees that Purchaser will not do anything within the Unit to prevent the extension or renewal of a temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy. Purchaser further acknowledges that Seller will have no liability nor responsibility to Purchaser or to make improvements to the Unit in the event Purchaser has made changes to the Unit that prevents the extension or renewal of a temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Department of Buildings of the City of Glen Cove. Purchaser shall reimburse Seller, within ten (10) days following Seller's demand therefor, for any and all costs incurred by Seller with respect to Purchaser's changes to the Unit that prevent the extension or renewal of a temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Department of Buildings of the City of Glen Cove. This Paragraph shall survive Closing and delivery of the deed.

21) **UNIT PART OF DEVELOPMENT** - Purchaser acknowledges that they may be living in an active construction site after Closing on the Unit. During the period of construction, there may be dirt and debris and construction material on the Property, construction vehicular traffic, construction noises, unfinished areas of the Condominium and other inconveniences which are normal in a community undergoing construction. Purchaser further acknowledges that other units and infrastructure are presently being constructed at the Property and that Seller anticipates that such construction shall continue until the Condominium is completed in accordance with the Plan. Accordingly, Purchaser agrees that such continuing construction shall not be deemed a nuisance nor an interference with Purchaser's quiet enjoyment of the Unit after Closing. This Paragraph shall survive Closing and the delivery of the deed.

22) **PURCHASER'S DEFAULT** - If Purchaser fails to appear and close title in accordance with this Purchase Agreement on the date and at the time and place stated in the Notice for Closing, or if Purchaser fails to observe or perform any other obligation on the part of Purchaser to be observed or performed under this Purchase Agreement, Seller may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Upon Purchaser's failure to cure such default within such thirty (30) day period, this Purchase Agreement shall, at Seller's option, be deemed canceled and Seller shall have the right to retain, as and for liquidated damages, all sums paid by Purchaser to Seller on account of the Purchase Price plus all additional sums paid and/or payable by Purchaser for all Extras in accordance with Paragraph 13 of this Purchase Agreement. Purchaser acknowledges said amount to be fair and reasonable. Notwithstanding the foregoing, in the event the Plan is abandoned pursuant to its terms, Purchaser shall be entitled to the return of all monies paid towards Extras.

Prior to such funds being released to Seller, Escrow Agent shall send a notice to Purchaser of Escrow Agent's intent to release the funds being held in escrow on behalf of Purchaser pursuant to the escrow regulations as set forth in Section XII of the Plan and Paragraph 29 of this Purchase Agreement.

TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SUCH THIRTY (30) DAY PERIOD.

Upon cancellation of this Purchase Agreement for Purchaser's failure to timely cure any default, Seller shall be released and discharged of any and all further liability and obligations to Purchaser under this Purchase Agreement. Thereafter, the Unit may be sold or disposed of as though this Purchase Agreement had never existed and without any accounting to Purchaser for the proceeds of any subsequent sale. The foregoing remedy shall be in addition to any and all other remedies available to Seller under this Purchase Agreement, at law or in equity for any default by Purchaser under this Purchase Agreement.

23) **SELLER'S RIGHT TO CANCEL** - Seller may cancel this Purchase Agreement by forwarding a full refund of the Deposit and the funds paid for Extras to Purchaser,

together with written notice of cancellation, in the event of the occurrence of any of the following:

(a) any governmental authority imposes a ban on the construction or completion of the Building and/or the Unit or imposes restrictions on the manufacture, sale, distribution and/or use of materials from Seller's regular suppliers or from using same in the construction and/or completion of the Unit and/or the Building; or

(b) Seller is unable to obtain materials from its usual sources due to labor troubles, lockouts, war, military operations and requirements, civil unrest, act of God or national emergencies; or

(c) the installation of public utilities is restricted or curtailed; or

(d) zoning and/or building restrictions and/or regulations, imposed by any governmental body having jurisdiction over the construction of residential housing and appurtenances and/or the commercial unit of the Condominium, either presently in effect or as enacted or promulgated in the future, which create or impose requirements upon Seller which are not presently contemplated; or

(e) the Plan is abandoned, withdrawn or not consummated for any reason.

Upon such cancellation and refund, this Purchase Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Purchase Agreement and the Plan.

24) **INABILITY OF SELLER TO TRANSFER OWNERSHIP** - Except for Seller's willful default, if Seller is unable to transfer ownership of the Unit in accordance with this Purchase Agreement, Seller shall only be liable to Purchaser for the return to Purchaser of the Deposit. Thereafter, this Purchase Agreement shall be deemed canceled and neither party shall have any further liability to the other in connection with this Purchase Agreement or transaction. Seller shall not be required to commence any action or proceeding or incur any expense in order to remove the condition which prevents Seller from transferring ownership of the Unit in accordance with this Purchase Agreement.

25) **PROHIBITION AGAINST ASSIGNMENT OR RECORDING OF PURCHASE AGREEMENT**- Neither this Purchase Agreement nor Purchaser's interest hereunder may be assigned by Purchaser without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. For purposes of this paragraph, any transfer of the beneficial ownership of the Purchaser shall be deemed an assignment prohibited hereunder. In addition, neither shall this Purchase Agreement nor any memorandum thereof be recorded in the Office of the Clerk of the City of Glen Cove, by Purchaser or on behalf of Purchaser. Should Purchaser violate the provisions of the foregoing sentence, this Purchase Agreement, at Seller's option, shall become null and void, whereupon all rights of Purchaser shall cease and terminate and Seller

shall have the right to retain, as liquidated damages, the Deposit and all amounts paid by Purchaser for Extras which have been (i) installed by Seller, (ii) not installed, but paid for by Seller or (iii) not installed, but which have been ordered by Seller and for which Seller is obligated to pay, pursuant to the provisions of Paragraph 22 of this Purchase Agreement. Seller shall have the right to assign this Purchase Agreement to a successor and/or designee of Seller.

26) **PROHIBITION AGAINST SIGNS ON THE UNIT** - Purchaser shall not place any sign on the Unit or Property until Seller has closed title to all of the units in the Condominium. This paragraph shall survive Closing and delivery of the deed.

27) **PROHIBITION AGAINST ADVERTISING OF THE UNIT FOR SALE** - From and after the date hereof through Closing, Purchaser shall not place an advertisement for the sale of the Unit in any newspaper or other publication or media, or list the Unit with any real estate broker. Such action shall constitute a material breach of this Purchase Agreement entitling Seller to retain all monies paid on account of this Purchase Agreement as liquidated damages.

28) **NO BROKER CONSULTED BY PURCHASER** – Purchaser represents that no broker other than Seller's broker Daniel Gale Real Estate ("Broker"), brought about this sale, and Purchaser agrees to indemnify Seller against any and all claims brought by any broker other than Broker for brokerage commission based upon Purchaser's acts. Seller shall pay Broker pursuant to a separate agreement between Seller and Broker. In the event Purchaser is represented or has consulted with an outside broker (other than Broker), Purchaser shall be responsible for any and all costs and commissions associated therewith and Seller shall not be responsible for any co-broker commission. This Paragraph shall survive Closing and delivery of the deed.

29) **TRUST FUNDS/ESCROW PROVISIONS** - The Deposit and all other deposits or advances ("Deposit") made by Purchaser prior to Closing shall initially be held in a segregated Escrow Agent (as hereinafter defined) pursuant to the following:

(a) The law firm of Certilman Balin Adler & Hyman, LLP , with an address at 90 Merrick Avenue, 9th Floor, East Meadow, New York 11554, telephone number (516) 296-7000, shall serve as escrow agent ("Escrow Agent") for Seller and Purchaser. Escrow Agent has designated Ira J. Adler, Richard Herzbach, David E. Herold, Brendan DeRiggi, Jodi Hoffman, Michael F. O'Shea, and Howard Stein to serve as signatories. All designated signatories are admitted to practice law in the State of New York. Neither Escrow Agent nor its authorized signatories on the account are Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its courts for any cause of action arising out of this Purchase Agreement or otherwise concerning the maintenance or release of the Deposit from escrow.

(c) Escrow Agent has established the Escrow Account at Signature Bank, 58 South Service Road, Melville, New York 11747 ("Bank"), a bank authorized to do business in the State of New York, which account is entitled "The Beacon at Garvies Point Escrow Account" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

(d) All monies received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments approved by Seller, and shall be made payable to or endorsed by Purchaser to the order of "Certilman Balin Adler & Hyman, LLP , as Escrow Agent".

(e) The account will be interest-bearing and, unless the purchaser defaults, interest will be credited to the purchaser at closing. The interest rate to be earned will be the prevailing rate for these accounts which currently is .05%. Interest will begin to accrue upon deposit of the Deposit. No fees of any kind may be deducted from the Escrow Account, and the Seller shall bear all costs associated with the maintenance of the Escrow Account.

(f) Within five (5) business days after this Purchase Agreement has been tendered to Escrow Agent along with the Deposit, Escrow Agent shall sign this Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Seller, confirming that the Deposit has been deposited into the Escrow Account. The notice shall provide the account number. Any deposits made for upgrades, extras or custom work shall initially be deposited into the Escrow Account and released, as long as Seller uses the funds for such work as per Paragraph 13 of this Purchase Agreement.

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

(h) All Deposits, except for advances made for upgrades, extras or custom

work, received in connection with this Purchase Agreement are and shall continue to be Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Seller, as per Section 352-h of the GBL of the State of New York.

(i) Under no circumstances shall Seller seek or accept release of the Deposit of a defaulting Purchaser until consummation of the Plan as evidenced by acceptance of a Post Closing Amendment by the New York State Department of Law. Consummation of the Plan does not relieve Seller of its obligations pursuant to Sections 352-e(2-b) and 352-h of the GBL of the State of New York.

(j) Escrow Agent shall release the Deposit if so directed:

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

(ii) in a subsequent writing signed by both Seller and Purchaser; or

(iii) by a final, non-appealable order or judgment of a court of competent jurisdiction.

(iv) upon receipt of the individual surety bond set forth and Schedule D-6 in the Offering Plan.

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

Seller shall not object to the release of the Deposit to:

(i) a purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment; or

(ii) all purchasers after an Amendment to the Plan abandoning the Plan is accepted for filing by the Department of Law.

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

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

(l) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(m) A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

(n) Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

(o) No disbursement need or will be made by Escrow Agent until the Deposit has actually and finally cleared Escrow Agent's account.

(p) Escrow Agent shall only be responsible for monies actually received and cleared, and monies earned thereon, if any.

(q) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Purchase Agreement and the Escrow Regulations, as amended on November 14, 2012, promulgated by the Office of the Attorney General of the State of New York, and no implied duties or obligations shall be read into this Purchase Agreement against Escrow Agent.

(r) Seller agrees that Seller and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent within five (5) business days of tender of the Deposit by Purchaser.

(s) Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-

(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

(t) The following record keeping provisions shall apply:

(i) Escrow Agent shall maintain all records concerning the Escrow Account for seven (7) years after the release of the funds.

(ii) Upon dissolution of a law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

(u) Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Seller from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

(v) Seller agrees to defend, indemnify and hold Escrow Agent harmless from and against any and all costs, claims, expenses, demands, causes of action, liability, judgments and damages incurred in connection with or arising out of Escrow Agent's responsibilities in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

(w) Escrow Agent shall not be liable for Seller's failure to tender Purchaser's funds to Escrow Agent within five (5) business days, for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by Escrow Agent's willful misconduct or gross negligence.

(x) Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same.

(y) The duties of Escrow Agent shall be limited to the safekeeping of the deposits and for disbursements of same in accordance with the written instructions described in this Purchase Agreement.

(z) This Paragraph 29 shall remain in effect unless and until the following:

(i) Written notice given by Seller to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor escrow agent; or

(ii) The resignation of Escrow Agent upon giving notice to Seller of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor escrow agent; or

(iii) All units offered pursuant to the Plan have been sold and all sales transactions have been consummated.

(iv) Escrow Agent shall have no responsibility to verify qualifications of any successor escrow agent.

(aa) Upon termination of the duties of Escrow Agent as described in sub-paragraph 29(z) above, Escrow Agent shall deliver any and all funds held by it in the Escrow Account and any and all contracts or documents maintained by Escrow Agent to the successor escrow agent designated in the duly filed amendment related thereto.

(bb) Upon delivery of all funds held by Escrow Agent to the successor escrow agent pursuant to sub-paragraph 29(aa) above, this Paragraph 29 shall be terminated and Escrow Agent shall be released from all liability hereunder.

(cc) Upon Escrow Agent disbursing the Deposit in accordance with this Paragraph 29, Escrow Agent's obligations shall terminate as regards to the Deposit, and Escrow Agent shall thereafter be released of all liability in connection with Purchaser.

(dd) In the event of a good faith disagreement about the interpretation of this Paragraph 29, or about the rights and obligations, or the propriety, of any action contemplated by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, retain the Deposit and payments in escrow and file an action and deposit any applicable funds in a court of competent jurisdiction to resolve said disagreement. Escrow Agent shall be indemnified by Seller for any and all costs, including reasonable attorneys' fees or reasonable value of services rendered by Escrow Agent's litigation attorneys representing Escrow Agent pro se in connection with the aforesaid action. No such action shall be filed where Escrow Agent's required course of action is clearly dictated within this Paragraph 29.

(ee) Any provision of any contract or agreement, whether oral or in writing, by which Purchaser purports to waive or indemnify any obligation of Escrow

Agent holding trust funds is absolutely void. The provisions of the regulations pertaining to escrow funds, as amended on November 14, 2012, shall prevail over any conflicting or inconsistent provision in the Plan, an amendment to the Plan or in this Purchase Agreement.

(ff) This Paragraph 29 shall be construed in accordance with and governed by the laws of the State of New York without giving affect to its conflict of law provisions.

30) **NOTICES** - Any notices, statements, certificates, requests or demands required or permitted to be given or delivered under this Purchase Agreement shall be in writing and may be sent by mail, nationally recognized overnight courier or personal delivery, addressed to Purchaser or to Seller, as the case may be, at their respective addresses shown at the beginning of this Purchase Agreement, or to such other address as Purchaser or Seller may designate in the manner herein provided, or to their respective attorneys. Such notice, statement, certificate, request or demand shall be deemed to have been given:

(a) upon personal delivery actually being made, and

(b) upon receipt, notice of first refusal of delivery or when returned as undeliverable if delivered by: (i) the United States Post Office with proper postage prepaid, if sent by regular mail, registered or certified mail return receipt requested; or (ii) nationally recognized overnight courier service.

Notwithstanding the foregoing, any notice of default must be delivered only by nationally recognized overnight courier service, personal delivery, or certified mail return receipt requested. Notice given by an attorney for a party shall be deemed effective notice as if given by such party.

31) **PURCHASER GENERAL REPRESENTATIONS** - Purchaser represents that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements, written or oral, of any nature, including, but not limited to, any of the above relating to the description or physical condition of the Building or the Unit or the Property, the size or the dimensions of the Unit or the rooms therein contained or any physical characteristics thereof, the services offered by the Condominium, the estimated Common Charges for the Unit or any other matter or estimate not set forth herein and/or in the Plan. Purchaser further represents that Purchaser has not relied on any verbal or written representations made by Broker or any other agent of Seller. Purchaser further acknowledges having had full opportunity to examine all documents and investigate all facts referred to and stated herein and/or in the Plan. Seller shall have no liability or responsibility to Purchaser and Purchaser shall not be relieved from Purchaser's obligations hereunder, by reason of any inaccuracy or error in the layout or dimensions of the Unit so long as the layout and specifications as they may be changed or amended are in accordance with the provisions of the Plan. Seller cannot guarantee a firm completion and availability date for the Unit and Seller shall not be obligated to make, provide or compensate for any accommodations or costs to Purchaser as a result of construction delays nor shall such

delays serve to cancel, amend or diminish any of Purchaser's obligations hereunder.

32) **ACKNOWLEDGMENT THAT THERE ARE NO OTHER UNDERSTANDINGS** - All prior understandings and agreements are hereby superseded and merged into this Purchase Agreement, which alone contains the final and entire understanding and agreement between Seller and Purchaser. Neither Seller nor Purchaser shall be bound by any terms, conditions, statements, or representations, oral or written, not set forth in this Purchase Agreement or in the Plan. Purchaser acknowledges that Purchaser is buying a unit in a condominium development which may not yet have been formed at the time this Purchase Agreement is signed, and that, except as stated in this Purchase Agreement, the Declarations, By-Laws, Exhibits, Schedules and Plan, Purchaser has not relied on any representations or other statements of any kind or nature made by Seller or anyone else except as set forth in the Plan or any amendment thereto and this Purchase Agreement, including but not limited to, the description, size or dimensions of the Unit or rooms therein, or the estimated common charges, or other expenses relative thereto.

Purchaser also acknowledges that none of Seller's representatives has the authority to modify this Purchase Agreement or to make any oral promise, agreement or representation inconsistent or contrary to the terms of this Purchase Agreement. This Purchase Agreement may be changed only by a written document signed by both Purchaser and Seller. The invalidity or unenforceability of any particular provision of this Purchase Agreement will not affect the other provisions, and this Purchase Agreement will be interpreted in all respects as if such unenforceable provisions were omitted.

33) **RISK OF LOSS** - The risk of loss or damage to the Unit by fire or any other cause until delivery of the deed is assumed by Seller. In the event a substantial portion of the Unit or the Building shall be destroyed or damaged prior to Closing, Seller shall be entitled to cancel this Purchase Agreement by written notice to Purchaser, together with a check in the amount of the Deposit paid by Purchaser; however, Purchaser will not receive a refund of any funds paid for Extras which (i) have been installed by Seller, (ii) not installed, but paid for by Seller or (iii) not installed, but which have been ordered by Seller and for which Seller is obligated to pay unless the Plan has been abandoned. The parties shall thereafter be released from any further liability hereunder. In the event a Purchaser takes actual possession prior to Closing, said Purchaser will assume the risk of losses not covered by insurance upon production of the policy by the Sponsor to the Purchaser which provides that actions of interim lessees are not covered under the then existing policy. If Purchaser is or becomes the occupant or tenant of the Unit prior to Closing, then, as of the date of Purchaser's occupancy, Purchaser shall be responsible for any and all damage caused by any acts or omissions of Purchaser, or Purchaser's agents, employees, invitees or family members.

If any part of the Unit is damaged or destroyed by any casualty prior to Closing, Seller will have the option to restore the Unit to its previous condition as soon as reasonably possible. In the event Seller elects to restore the Unit, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by

Seller. Seller agrees to notify Purchaser of Seller's decision within ten (10) business days of the date of such casualty. In the event Seller elects not to restore the Unit, then this Purchase Agreement will terminate and Purchaser shall receive a refund of all monies paid to Seller. The parties shall thereafter be released from any further liability hereunder.

34) **DAMAGE TO PUBLIC IMPROVEMENTS, AMENITIES AND COMMON ELEMENTS** - Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Elements on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Seller, then and in that event, Seller may complete same at the sole cost and expense of Purchaser who shall reimburse Seller for the cost thereof immediately upon demand. This Paragraph shall survive Closing and delivery of the deed.

35) **STRICT COMPLIANCE; WAIVER OF TRIAL BY JURY** - Any failure by Seller to insist upon strict performance by Purchaser of any of Purchaser's obligations under this Purchase Agreement shall not be deemed a waiver of such obligations, and Seller may at any time insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser under this Purchase Agreement irrespective of the number of times Purchaser failed to strictly comply with such obligations in the past.

Purchaser waives all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to this Purchase Agreement or the Plan. Purchaser agrees to pay any and all court fees, including, without limitation, reasonable attorneys' fees, should Purchaser bring an action against Seller in any court of competent jurisdiction (including, without limitation, small claims court) and be unsuccessful. Purchaser hereby waives the right to file a lis pendens if not filed within sixty (60) days of the cancellation of this Purchase Agreement.

Purchaser and Seller hereby waive trial by jury in any action, proceeding or counterclaim arising out of this Purchase Agreement, provided such waiver is not prohibited by any laws of the State of New York. Any action or proceeding brought by either party hereto against the other, directly or indirectly, arising out of this Purchase Agreement, shall be instituted in a court of competent jurisdiction in the County of New York, State of New York and all motions in any such action shall be made in the County of New York, State of New York.

This Paragraph shall survive Closing and delivery of the Deed.

36) **LIEN OF DEPOSIT** - All sums paid on account of this Purchase Agreement are hereby made liens upon the Unit, but such liens shall not continue after default by Purchaser under this Purchase Agreement.

37) **SALE OF RESIDENTIAL UNITS WITHIN EIGHTEEN (18) MONTHS** – Prior to

the Closing, Purchaser is prohibited from (a) listing the Unit for resale or rental with any broker or (b) advertising or otherwise offering, promoting or publicizing the availability of a Unit for sale or lease, without Sponsor's prior written consent, which consent may be withheld in Sponsor's sole discretion. In addition, a Purchaser may not advertise, list or sell, without Sponsor's prior written consent, which consent may be withheld in Sponsor's sole discretion, except for hardship conditions of Purchaser, a Unit acquired from Sponsor for eighteen (18) months after acquisition of such Unit (provided however, such limitation shall not apply from and after the date that Sponsor conveys title to all of the Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor. This paragraph shall survive Closing.

38) **MISCELLANEOUS -**

(a) The start of any activity by Seller in connection with the Unit is not to be deemed a waiver of any of Seller's rights under this Purchase Agreement.

(b) The personal property referred to in this Purchase Agreement shall be deemed conveyed by the deed, and no part of the Purchase Price shall be deemed allocated to such personal property.

(c) The attorneys representing Seller or any lender represent such parties only and not Purchaser. Purchaser may retain independent counsel, at Purchaser's sole cost and expense, in order to protect Purchaser's interest.

(d) Seller's employees, agents and representatives are not authorized to make any representations regarding economic benefits to be derived from the transaction contemplated by this Purchase Agreement. Purchaser is advised that economic benefits to be derived from the transaction contemplated by this Purchase Agreement may vary with individual circumstances and/or market conditions, and Purchaser should rely only upon Purchaser's attorney, accountant, and/or other counsel if guidance in such matters is desired.

(e) Purchaser acknowledges that Seller has the right to lower and/or increase the price paid for a similar unit and/or change the terms applicable to similar units. As a result, Purchaser may pay more or less and may receive better or worse terms than another purchaser for a similar unit.

(f) The delivery of the deed for the Unit to Purchaser or Purchaser's representative at Closing shall be deemed to mean that all things required to be done by Seller under this Purchase Agreement have been done and that Purchaser shall not claim otherwise except as to those things, if any, which are specifically stated in this Purchase Agreement or in a separate writing signed by Seller or Seller's attorney on Seller's behalf, to survive or continue beyond Closing and delivery of the deed.

(g) The paragraph headings set forth in this Purchase Agreement are inserted solely for convenience of reference and in no way deemed to affect, amend, define, describe or limit the scope or intent of the provisions set forth in this Purchase Agreement.

(h) No provision of this Purchase Agreement may be changed, waived, discharged, or terminated orally, by telephone, or by any other means, except an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge, or termination is sought and then only to the extent set forth in such instrument.

(i) Any singular word or term herein shall also be read as in the plural whenever the sense of this Purchase Agreement may require it. The use of the masculine gender shall be deemed to refer to the feminine gender, or neuter, whenever the context so requires.

(j) All capitalized terms shall be given the definition contained in Part I of the Plan unless otherwise indicated

(k) If two (2) or more persons are named as Purchaser in this Purchase Agreement, (i) each person shall be jointly and severally liable for payment, observance and performance of all obligations under this Purchase Agreement; and (ii) anyone of them is hereby made agent for the other in all matters of any and every kind or nature with respect to the Unit and/or this Purchase Agreement. The act, assent, election or approval by one shall conclusively constitute the act, assent, election and approval by all.

(l) The provisions of this Purchase Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Seller and its successors and assigns.

(m) This Purchase Agreement shall not be binding or effective until fully executed and delivered by Seller and Purchaser.

(n) Seller represents that its Federal Employer Identification Number is ___; and Purchaser represents that his/her/their social security number(s) is _____ and _____.

(o) Purchaser shall execute the Tender of Escrow form, as set forth in Schedule "D-2" of the Plan upon execution of this Purchase Agreement and shall execute the Release Form, as set forth in Schedule "D-3" of the Plan, annexed hereto and made a part hereof, at Closing.

(p) In the event any portion of this Purchase Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable,

such portion shall be deemed severed from this Purchase Agreement and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Purchase Agreement.

(q) The parties agree that this Purchase Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

39) LIMITED WARRANTY. SELLER HEREIN MAKES NO HOUSING MERCHANT IMPLIED WARRANTY OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PURCHASE AGREEMENT OR UNIT COVERED HEREBY AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS PROVIDED IN THE LIMITED WARRANTY SET FORTH AS SCHEDULE D-1 TO THE OFFERING PLAN. THE TERMS OF THE LIMITED WARRANTY ARE HEREBY INCORPORATED INTO THIS PURCHASE AGREEMENT AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE THEREOF. PURCHASER HEREBY ACKNOWLEDGES THAT A WRITTEN COPY OF THE TERMS OF THE ANNEXED LIMITED WARRANTY HAS BEEN PROVIDED BY SELLER TO PURCHASER FOR PURCHASER'S EXAMINATION AND THAT A REASONABLE PERIOD OF TIME FOR ITS EXAMINATION BY PURCHASER HAS BEEN AFFORDED TO PURCHASER PRIOR TO THE TIME OF PURCHASER'S EXECUTION OF THE PURCHASE AGREEMENT. PURCHASER UNDERSTANDS AND ACCEPTS THE ANNEXED WARRANTY TO THE PURCHASE AGREEMENT IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THIS TRANSACTION. THE ANNEXED WARRANTY WILL BE FULLY EFFECTIVE WITHOUT THE EXECUTION OF ANY OTHER DOCUMENT BY EITHER PURCHASER OR SELLER ON THE DATE THAT PURCHASER OR ITS FAMILY SHALL FIRST OCCUPY THE UNIT WHICH IS THE SUBJECT OF THIS AGREEMENT AS A RESIDENTIAL UNIT OR THE DATE THAT THE DEED TO SUCH UNIT SHALL BE DELIVERED TO PURCHASER, WHICHEVER OCCURS FIRST. IN ADDITION TO THE ANNEXED LIMITED WARRANTY, PURCHASER WILL RECEIVE ANY MANUFACTURERS' WARRANTIES APPLICABLE TO THE APPLIANCES INSTALLED IN THE UNIT.

The provisions of this Paragraph shall survive the delivery of the deed.

40) **NOTICES TO PURCHASER - YOU, AS PURCHASER OF THE UNIT, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.**

WHEN SIGNED BY SELLER AND PURCHASER, THIS PURCHASE AGREEMENT SHALL BECOME A LEGALLY BINDING AGREEMENT. PURCHASER SHOULD READ AND UNDERSTAND ALL PROVISIONS BEFORE SIGNING. IF PURCHASER DOES NOT UNDERSTAND ANY PROVISION, PURCHASER SHOULD SEEK LEGAL ADVICE.

PURCHASER MUST BE GIVEN A COPY OF THE PLAN PRIOR TO THE SIGNING OF THIS PURCHASE AGREEMENT. BY SIGNING THIS PURCHASE AGREEMENT, PURCHASER ACKNOWLEDGES RECEIPT OF THE PLAN AND THAT PURCHASER HAS HAD AN OPPORTUNITY TO READ THE PLAN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SIGNING THIS PURCHASE AGREEMENT.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the date first above written.

SELLER:

RXR GARVIES P1 BUILDING B OWNER LLC

By:_____
Name:
Title:

PURCHASER(S):

_____

_____

Agreed to as to Paragraph 29 by Escrow Agent:

CERTILMAN BALIN ADLER & HYMAN LLP

By:_____
Name:
Title: Partner

SCHEDULE D-1

LIMITED WARRANTY

RIDER TO PURCHASE AGREEMENT DATED _____, 20__ BY AND BETWEEN **RXR GARVIES P1 BUILDING B OWNER LLC**, AS SELLER, AND _____, AS PURCHASER.

LIMITED WARRANTY

NAME OF PURCHASER(S):	_____
ADDRESS OF PURCHASER(S):	_____ _____
DESIGNATION OF HOME WARRANTED:	_____
NAME OF SELLER: ADDRESS OF SELLER:	**RXR GARVIES P1 BUILDING B OWNER LLC** 625 RXR Plaza Uniondale, New York 11556
EFFECTIVE DATE OF THIS LIMITED WARRANTY:	The date that Purchaser or its family shall first occupy the home warranted or the date of delivery of the deed to such home to Purchaser, whichever occurs first.
SELLER'S LIMIT OF TOTAL LIABILITY:	Twenty-Five (25%) percent of the purchase price of the home set forth in the Purchase Agreement to which this Warranty is annexed as a rider less any insurance proceeds received by Purchaser.

THIS LIMITED WARRANTY EXCLUDES AND PRECLUDES ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, AND INDIRECT DAMAGES.

THIS LIMITED WARRANTY IS IN LIEU OF AND REPLACES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE HOME AND ITS COMPONENTS, BOTH EXPRESS AND IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. THE PURPOSE OF THIS LIMITED WARRANTY IS TO IDENTIFY THE SELLER'S RESPONSIBILITIES FOR CONSTRUCTION DEFECTS OF A LATENT OR HIDDEN NATURE THAT COULD NOT HAVE BEEN FOUND OR DISCLOSED ON FINAL INSPECTION OF THE HOME.

1. To Whom Given. This Limited Warranty is given to the Purchaser named on page I while the Purchaser owns the Home. IT DOES NOT EXTEND TO SUBSEQUENT OWNERS, HEIRS, TENANTS OR MORTGAGEES IN POSSESSION OF THE HOME, ANY ONE WHO MAY SUCCEED TO THE RIGHTS OF PURCHASER OR ANY OTHER PERSONS.

2. By Whom Made. This Limited Warranty is made exclusively by the Seller whose name and address appear on page I.

3. Final Inspection of the Home. Before the Purchaser moves into the Home or accepts the deed, the Seller will schedule an appointment for final inspection of the Home with the Purchaser. The purpose of this final inspection is to discover any defects of a visible, obvious or patent nature, or any other unfinished work.

All defects found on final inspection of the Home will be itemized on a Final Inspection Sheet, which will be signed by the Purchaser and the Seller before occupancy of the Home or delivery of the deed.

4. Warranty Coverages and Periods. The Warranty Period for all of the following coverage begins on the Effective Date of this Warranty shown on page I of this warranty.

FIRST YEAR BASIC COVERAGE: for one year from the Effective Date of this warranty, the Home will be free from latent defects that constitute:

(a) defective workmanship by the Seller, or an agent, employee or subcontractor of the Seller;

(b) defective materials furnished by the Seller, or an agent, employee or subcontractor of the Seller;

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Seller; or

(d) defective installation of appliances sold as part of the Home by the Seller or an agent, employee or subcontractor of the Seller.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

TWO YEAR MAJOR SYSTEM COVERAGE: for two years from the Effective Date of this warranty, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Home which have been installed by the Seller are warranted to be free from latent defects resulting from defective installation by the Seller.

The Plumbing System refers to the gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.

The Electrical System refers to all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The Heating, Cooling and Ventilation System refers to all duct work, steam, water and refrigerant lines, registers, convertors, radiation elements and dampers.

Except by reason of a defect in installation by Seller, this major system coverage does not include defects in appliances, fixtures and items of equipment.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

SIX YEAR MAJOR STRUCTURAL DEFECT COVERAGE: for six years from the Effective Date of this warranty, the Home will be free from latent Major Structural Defects that result from:

(a) defective workmanship by the Seller, or an agent, employee or subcontractor of the Seller;

(b) defective materials furnished by the Seller, or an agent, employee or subcontractor of the Seller; or

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Seller.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions which affects their load-bearing functions to the extent that the Home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

Damage to the following non-load bearing portions of the Home are not covered by this six-year coverage: roofing and sheathing; drywall and plaster; exterior siding; brick, stone and stucco veneer; floor covering material; wall tile and other wall coverings; non-load bearing walls and partitions; concrete floors in attached garages and basements that are built separately from foundation walls or other structural elements of the Home; electrical, plumbing, heating, cooling and ventilation systems;

appliances, fixtures and items of equipment; paint; doors and windows; trim; cabinets; hardware; and insulation.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

In all coverages under this Paragraph 4, workmanship, materials, design and installation will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the applicable building code of the municipality in which the Home is located, in effect on the date that the building permit for the Home was issued, as supplemented by the annexed locally accepted building standards and practices.

ALL TIME PERIODS FOR THESE COVERAGES ARE OF THE ESSENCE AND WILL NOT BE EXTENDED.

5. Exclusions From All Coverages. The following are not covered by this warranty:

(a) patent defects including defects shown on the Final Inspection Sheet and defects which an examination of the Home prior to the Effective Date of this warranty ought to have revealed;

(b) defects in detached garages and carports; swimming pools and other recreational facilities, if any; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); and any other improvements not a part of the Home itself;

(c) raised butt joints; ridging, scuffing on kitchen cabinet or vanity surfaces; variations of wood grain or staining of kitchen cabinets or vanities; shading variations of the exterior siding staining (on the face surface or grooves), and on fascias from staining; doors and windows sticking because of weather; adjustment of bi-fold doors; chips, scratches, marks, breaks, or other blemishes in windows, sliding doors, screens, electric fixtures and globes, woodwork and doors; dented appliances; broken screens; and minor chips (nicks) to cultured marble floors and countertops;

(d) defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors and for incidental or consequential damages resulting from such work or materials;

(e) damage caused by the failure by the Purchaser or anyone other than the Seller, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or items of equipment;

(f) damage caused by the misuse, abuse, or interference by Purchaser or anyone other than Seller or its employees, agents and subcontractors with the Seller's original construction or installations;

(g) additional damage caused by the failure of the Purchaser to give notice to the Seller of any defects or damage in a timely manner as provided in this warranty;

(h) damage caused by changes in grade made by anyone other than the Seller, its employees, agents or subcontractors and damage caused by changes in grade made by Seller's agents and subcontractors if such work was ordered directly by Purchaser;

(i) damage caused by changes, alterations or additions made to the Home by anyone other than Seller or its employees, agents or subcontractors after the Effective Date of this warranty;

(j) damage caused by changes, alterations or additions made to the Home by Seller's agents and subcontractors if such work was ordered directly by Purchaser after the Effective Date of this warranty;

(k) damage caused by dampness or condensation due to the failure of the Purchaser to maintain adequate ventilation;

(l) loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, wind-driven water, soil movement and changes in the underground water table;

(m) loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect;

(n) any damage which Purchaser has not taken timely action to minimize;

(o) normal wear and tear and normal deterioration;

(p) insect, vermin and/or rodent damage and infestation, or damage caused by other animals or pests;

(q) bodily injury, death, or damage to personal property;

(r) costs of shelter, transportation, food, moving, storage or other expenses related to relocation during repair or replacement;

(s) consequential, incidental, special and indirect damages;

(t) any claim not filed in a manner set forth in paragraph 7 of this warranty;

(u) damage which arises while the home is being used for nonresidential purposes; and

(v) damage due to abnormal loading on floors which exceeds design loads as mandated by the applicable building code or building standards.

6. What Seller Will do in the Event of a Defect Covered by This Warranty. If a defect occurs in an item covered by this warranty, the Seller will repair, replace, or pay the Purchaser the reasonable cost of repairing or replacing the defective item(s), within sixty (60) days after the Seller's inspection or testing discloses the problem, subject to weather conditions, acts of God, availability of materials, and other events beyond Seller's control. The choice among repair, replacement or payment is solely that of the Seller. In making any repairs or replacements, Seller shall have the right to select the method and materials to be used in performing such repairs or replacements.

Seller's liability under this warranty is limited in the aggregate to the amount listed on page I of the warranty.

Repair of damage to the load-bearing portions of the Home will be limited to that which is necessary to restore their load-bearing function. Repair of other Major Structural Defects will be limited to repair of those defects which made the Home unsafe, unsanitary or otherwise unlivable.

7. Step by Step Claims Procedures. (a) Written notice of any warranty claim must be made on the attached "Notice of Warranty Claim Form" and must be received by the Seller no later than the tenth (I0th) day after the expiration of the applicable warranty period. Such notice must be sent by Purchaser to Seller by certified or express mail, return receipt requested. If this form shall not properly be completed and received by the Seller by that deadline, the Seller will have no duty to respond to any complaint or demand contained in such form, and any or all claims may be rejected. COMPLETION AND DELIVERY OF SUCH NOTICE OF WARRANTY CLAIM IN A TIMELY MANNER IS NECESSARY TO PROTECT THE RIGHTS OF THE PURCHASER UNDER THIS LIMITED WARRANTY.

(b) No steps taken by the Seller, Purchaser or any other person to inspect, test or correct defects will extend any time period under this Warranty. No steps taken by the Seller in response to an improperly completed or untimely notice of a warranty claim will give rise to any liability of Seller to Purchaser in connection with such claim.

(c) In response to a Notice of Warranty Claim, or any other complaint or request of the Purchaser, the Seller and the Seller's agents will have the right to inspect and test the portion of the Home to which the claim, complaint or request relates. The Purchaser and occupants of the Home must provide reasonable access to the Seller and the Seller's agents during normal business hours, Monday through Friday, to complete

inspection, testing and repair or replacement. Failure by Purchaser to provide such access shall invalidate this warranty with respect to the defect(s) set forth on the Notice of Warranty Claim.

(d) The Seller will complete inspection and testing within a reasonable time under the circumstances after receipt of a timely and properly completed Notice of Warranty Claim Form. Upon completion of inspection and testing, the Seller will determine whether to accept or reject the claim. If the Seller rejects the claim, the Seller will give written notice of that decision to the Purchaser at the address shown on the Notice of Claim Form. If the Seller accepts the claim, the Seller will take corrective action within a reasonable time under the circumstances. The Seller will use good faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacement of defects necessary are subject to weather conditions, availability of materials, and other events beyond the Seller's control.

8. Legal Actions. (a) No claim under this warranty may be commenced or asserted against Seller in any lawsuit unless a properly completed Notice of Warranty Claim Form has been received by the Seller in the time period set forth in paragraph 7 of this warranty.

(b) No lawsuit against the Seller under this warranty may be commenced more than thirty (30) days after the expiration date of the applicable warranty coverage, or thirty (30) days after Seller has given written notice of its rejection of Purchaser's claim with respect to such claim, or thirty (30) days after Builder has substantially completed corrective action for a defect with respect to such defect.

9. Miscellaneous Provisions. (a) To the extent any coverage under this warranty applies to common elements of a condominium, such coverage shall be deemed given to the Board of Managers of the condominium.

(b) This warranty may not be amended in any way without Seller's prior written consent in each instance.

(c) If any provision of this warranty will not be enforced by an appropriate court, the determination will not affect the enforceability of the remaining provisions.

(d) Use of one gender in this warranty includes the other gender, and use of the plural includes the singular, as may be appropriate.

(e) This warranty shall be governed in accordance with the laws of the State of New York.

(f) The annexed Building Standards establishes the standards by which it will be determined whether the home has a problem which is covered by this Limited Warranty and the obligation of the Seller to correct such problem.

NOTICE OF WARRANTY CLAIM FORM

Dear Purchaser:

To ask the Seller to correct a defect in your Home that you think is covered by the Seller's Limited Warranty, you must complete this form and deliver it to the Seller. This is necessary to protect your rights to warranty performance under the Limited Warranty.

The information you will need to fill out the form will be on page 1 of the Limited Warranty. However, if you do not know the answers to any questions, write "Don't know." Please do not leave any items blank.

Your Name: _____

Mailing Address: _____

_____

Phone: _____

Home No.: _____

Effective Date of the Warranty: _____

Describe the defect(s) which you think are covered by the Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets, as necessary, to fully describe the problem:

_____
(signature)

_____
(date)

_____
(signature)

_____
(date)

This completed and signed form must be sent to Seller at its address listed on the first page of the Warranty by certified or express mail, return receipt requested.

ACCEPTED BUILDING STANDARDS EFFECTIVE JANUARY 1, 2007



1757-8 Veterans Memorial Highway
Islandia, NY 11749
Tel: 631-232-2345 Fax: 631-232-2349
www.libi.org Email: evp@libi.org

Purchaser: _____

_____

Address: _____

_____

Builder: _____

Job No: _____

Date: _____

Receipt of the Long Island Builders Institute's Accepted Building Standards January 1, 2007 Booklet is Hereby Acknowledged.

_____

Acknowledgements

The Long Island Builders Institute (LIBI) gratefully acknowledges the leadership and commitment of the National Association of Home Builders (NAHB) in developing their Residential Construction Performance Guidelines for Professional Builders & Remodelers (Third Edition). The LIBI Standards are closely modeled after the NAHB Guidelines but have been adjusted for local practices.

We also acknowledge the contribution of the LIBI Accepted Building Standards Committee: Richard L. Raskin, Chairman, Ray Accettella, John Barrows, Gary Cannella, Larry Davis, Cliff Fetner, Paul Martino and Robert Wieboldt, LIBI EVP.

Purpose of the Book

A Level of Expectation

Homeowners, contractors, builders and remodelers are constantly seeking a measurable benchmark that deals with the quality and their expectations of performance in the goods and services provided by the residential construction industry. Quality is a term that is often used but is seldom defined, particularly in relation to construction; these Standards are an attempt to supply a benchmark for quality. Building codes and local regulations address matters of health, safety, and welfare and are the mandated responsibility of those codes and regulations but there is a greater likelihood of matching the "other" dimension of a consumer's expectations by the acceptance of objective criteria regarding performance and building standards. On this premise, the two prior editions of LIBI Accepted Building Standards were developed to offer achievable minimum levels of workmanship and quality for the products delivered. LIBI first developed its own standards in 1988 and this current effort represents the second time that we have updated, refined and expanded our Standards.

It should be noted that the core of these standards were first established as a basis of coverage under insured warranty programs, which were initially offered some 30 years ago. More than 20 years ago, the Remodelors Council of the National Association of Home Builders embraced a similar compilation of guidelines, which led to the published editions of Quality Standards for the Professional Remodelor. The joint effort of the Remodelors Council and the Single Family Small Volume Builders Committee of NAHB culminated in their first edition in 1996. As such, many of the individual guidelines have remained as time-honored measures. LIBI's Standards are closely modeled after the NAHB Guidelines but have been adjusted for local conditions and practices.

In certain geographical locations across the country the Residential Construction Performance Guidelines of NAHB have grown in acceptance to become the basis for evaluating performance by parties under residential construction contracts when dispute may lead to litigation or arbitration. Here on Long Island LIBI's Standards have been accepted by many of the towns and villages for evaluating quality and performance and are acknowledged by Nassau and Suffolk counties as important benchmarks.

Review Procedure

The 2007 edition of the LIBI Standards not only follows the 3rd edition of the NAHB's guidelines but was also reviewed by over 200 Long Island builders, remodelers and many specialty trades people and by consumer groups including the Long Island Housing Partnership. Advertisements to the trade were published in "Builders and Remodelers" and "Hammer" magazines and to the public and consumers in "Newsday" soliciting comments on the Standards.

Written comments were received by Mr. Peter Elkowitz, President of the Long Island Housing Partnership and Mr. Joseph Valdini, Valdini Drywall Corp. Those comments were carefully reviewed and evaluated and some Guidelines were modified as a result of these comments. We thank the commentators for their time and effort and their thoughtful contributions.

The review has resulted in a manual that builders, remodelers, sub contractors and homeowners can reference with confidence in their communications.

Scope of the Accepted Building Standards

These standards are intended for use as a reference and should be interpreted with common sense. They should be applied only within the scope of the particular project to which they apply and are not intended to answer all questions pertaining to quality of construction that might arise in the course of a typical construction project. The guidelines published herein deal with the most frequently raised issues between contractors and homeowners. Although many contractors routinely build to higher standards, this is a collection of generally accepted performance criteria and should be interpreted as such.

The Accepted Building Standards construction performance guidelines do not constitute a warranty, nor are they intended as a substitute for a warranty. However, both parties may agree to incorporate them by reference within a warranty. They are separate and distinct from any manufacturer's warranty that may apply to materials and products used in the project.
The use and applications of these standards with regard to residential and remodeling work is strictly optional and at the discretion of the individuals. These standards are not intended to be a Homeowner's Manual. Although they sometimes mention homeowner's responsibilities and maintenance requirements, no attempt has been made to address all facets of homeownership.

Standards Not Always Applicable

The standards, items, components, etc. mentioned in this booklet will not apply to all homes, as all items, components, etc are not in every home. Furthermore, when these standards are referred to as part of a Contractor's Warranty, the warranty may specifically exclude some of the items, components etc. referred to in this booklet.

Scope of Responsibilities

Typically, numerous parties are involved in a residential construction project, whether it is building a new home or remodeling an existing one. Each of these parties has specific responsibilities to fulfill. The Contract Documents should provide a clear statement of the agreement between the contractor and the homeowner. In addition to the specific provisions of any contract, the following general responsibilities should be noted:

The Contractor: For the purposes of this book, the contractor is the entity named in the contract that has primary responsibility for completing the project. The contractor often employs others to assist him or her. In most cases, the contractor is responsible for all work assigned in the contract regardless of who actually performs the work. If the contractor is acting in a special role (for instance, as a construction manager), or the consumer selects others to work on the project who are outside the contractor's control, then the responsibility for evaluation and remedy of proposed problems may fall to other parties.

The Owner: The owner is the buyer of the product or service named in the contract; as such, the owner is responsible for carefully reviewing the contract to ensure it accurately represents his or her expectations for the final product. Once the owner accepts the project and moves into the

home or occupies the newly renovated space, then he or she is responsible for routine maintenance and upkeep. Homes require a certain amount of care that is generally the owner's responsibility. Additionally, owners should note that in some of the standards contained in this publication, the contractor is not obligated to make repairs to items that fall within the owners' maintenance responsibilities.

Manufacturer or Fabricator: Manufacturers and fabricators warrant many residential construction components that may fall outside the scope of the contractor's responsibilities, such as kitchen appliances, furnaces, air conditioners, and the like. Other less obvious items may include certain types of siding, roofing, or flooring. If there is a warranty question with one of these components, the owner should be aware that the contractor might not be responsible for the performance of the product once it is installed. If a problem occurs, the owner will often deal directly with the manufacturer or fabricator to have the problem evaluated and, if necessary rectified unless otherwise specified in a contract. The contractor's responsibilities may end once he or she provides the appropriate information on how to contact the manufacturer or fabricator, unless otherwise specified in the contract.

Remodeling Projects

Remodeling is the process of expanding or enhancing an existing structure. There are inherent difficulties in melding the new and old in a way that meets the owner's needs and is also aesthetically pleasing. Therefore, there are circumstances that call for the suspension of the application of these standards in order for the remodeling project to be successfully completed. These include, but are not limited to: the meeting of old, out-of-plumb or out-of-level structures with new structures; the appearance of new materials near weathered, existing materials; and the practical considerations for new projects to work within the limitations of existing buildings.

Because of the unique challenges of joining new with old, a remodeling contractor may build part of or the entire project outside the scope of these guidelines to achieve the contract objectives. When it is reasonable, the contractor may note and discuss a condition with the owner before construction. It is also normal for a contractor (in the course of construction) to discover and accommodate conditions in the old structure that require solutions different from those the standards suggest. In these circumstances, the governing factor is meeting the needs of the owner as outlined in the contract and complying with the local building code. ***Note: Remodeling-specific items are in italics.***

How to Use This Manual

This manual is divided into chapters generally organized according to the usual sequence of events in the construction process. Nearly every chapter has major categories or sections; some also have smaller subsections. Each chapter contains individual construction standards.

The standards in this book are numbered according to the following sequence: Chapter Number—Section Number—Guideline Number

Please note that the guideline numbering restarts under each new section within a chapter. Smaller subsections within chapters do not affect the numbering system.

Each construction performance guideline has three parts, with an optional fourth part:

Observation: A description of a particular construction condition, defect or potential problem.

Performance Guideline: The specific criterion for acceptable workmanship.

Corrective Measure: A description of the work required by the contractor to meet the performance guideline if any is required and/or the owner's maintenance responsibility.

Discussion: (optional) Occasionally, when more information would be helpful, there appears an additional part called Discussion; an explanation of unique factors pertinent to the observation, performance guideline, or corrective measure.

The guidelines are supplemented by a glossary and an alphabetical subject index. The subject index is a comprehensive listing of applicable guidelines. Most guidelines are referenced by several listings that generally capture both contractor terminology and a typical owner's description of a condition.

General Instructions

In many areas, construction is covered by a process that requires all work to be done in compliance with locally approved, applicable building and related codes or locally approved or adopted guidelines.

If any conflict arises between these guidelines and applicable requirements of locally approved codes or locally approved or accepted guidelines, as a matter of law, the code requirements or performance criteria may take precedence over these guidelines.

These performance guidelines apply only to contracting work as specified in the contract documents for the project. They do not apply to designs, plans, materials, or workmanship that is supplied by the owner or is outside the scope of the particular project. They are also designed to apply only to the part of the job addressed in each guideline.

Explanation of Terminology in This Manual

Substantial completion of the project - A project has met **substantial completion** where the areas are functional for their intended use as stated by the contract (except for items noted prior to final presentation), and clean-up on the site has been completed.

Warranty period is defined as the duration of the applicable warranty provided by the contractor or any other period agreed to by the parties.

How to Incorporate These Guidelines into a Warranty or Dispute Resolution Program

The warranty, like the contract, should clearly express the intent of the parties. The limited warranty describes the problems for which the contractor will be responsible after completion of the project, and specifies the time period during which the warranty is in force. Moreover, if a builder or remodeler warrants workmanship and materials in a warranty, he or she will want to provide some means of determining whether he or she is complying with the terms of the

warranty. Without guidelines referenced, the parties run the risk of having to follow specified dispute resolution procedures where an arbitrary standard may be imposed.

Accordingly, the contract and/or warranty might include a statement such as the one that follows:

All workmanship shall conform to the guidelines found in the publication Long Island Builders Institute "Accepted Building Standards Effective January 1, 2007". If an item is not covered in that publication, standard industry practice shall govern. This may include the dispute resolution process as specified in the contract documents or by applicable laws.

If there are particular guidelines within this publication that the contractor or owner does not feel are reasonable, they should be specifically excluded from all warranty or contract documents. Likewise, if there are particular guidelines that are not addressed, then by agreement, the contractor and consumer should add these to be part of the warranty and/or contract documents as referenced.

Contents

Acknowledgements, i
Purpose of Book, ii
Scope of the Accepted Standards, iii
Standards Not Always Applicable, iii
Scope of Responsibilities, iii
Remodeling Projects, iv
How To Use this Manual, iv
General Instructions, v
Explanation of Terminology In This Manual, v
How To Incorporate Guidelines Into A Warranty Program, v

SITE WORK, 1

FOUNDATION AND SLABS, 2
Interior Concrete Slab, 3

BASEMENT WALL, 5
Concrete Block Foundation Walls, 5
Poured Concrete Foundation Walls, 6

BASEMENT FLOOR AND WALLS, 7
Moisture and Leaks, 7
Crawl Space, 7
Columns, 8

WOOD FLOOR FRAMING SYSTEMS, 9
Floor systems, 9

BEAMS, COLUMNS, POSTS, 10
Subfloor and Joists, 11

WALL, 14
Rough Carpentry, 14
Insulation, 15
Windows, Mirrors, 15
Exterior Doors, 16

EXTERIOR FINISH, 20
Wood and manufactured Siding, 20
Tongue and Groove Wood Siding, 21
Wood Shake Siding, 21
Plywood or Other Veneer Siding, 22
Aluminum or Vinyl Lap Siding, 22
Masonry Cement & Veneer Board Siding, 25
Stucco and Parge, 27
Exterior Trim, 29
Paint, Stain and Varnish, 29

ROOFS, 31
Roof Sheathing, 31
Roof Vents, 32
Roof Installation and Leaks, 32
Asphalt Shingles, 32
Roll Roofing, 35
Chimney, 35
Gutters and Downspouts, 36
Skylights, 37

PLUMBING, 37
Fixtures, 38

ELECTRICAL, 39
Fuses and Circuit Breakers, 39

INTERIOR CLIMATE CONTROL, 42
Humidity Control and Condensation, 42
Air Distribution and Ventilation, 43

INTERIOR, 45
Doors, 45
Stairs, 47
Trim and Moldings, 48
Cabinets and Counter Tops, 49

INTERIOR WALL FINISH, 54
Lath and Plaster, 54
Gypsum Wallboard, 54
Paint, Stain and Varnish, 56
Wallpaper and Vinyl Wall Coverings, 58

FLOOR FINISHES, 58
Carpeting, 58
Roll Vinyl and Resilient Tile Flooring, 59
Wood Flooring, 61
Tile, Brick, Marble and Stone Flooring, 64

MISCELLANEOUS, 65
Fireplace and Wood Stove, 65
Concrete Stoop and Steps, 66
Garage, 67
Driveways and Sidewalks, 68
Wood Decks, 68

LANDSCAPING, 71

SYSTEMS, FIRST AND SECOND YEARS, 72

PLUMBING SYSTEM, 72
Water Supply System, 72

SANITARY SEWER OR SEPTIC SYSTEM, 73
HEATING, VENTILATION AND
AIR CONDITIONING SYSTEM (HVAC), 74
Heating System, 74
Central Air-Conditioning, 74
Ventilation, 75
Electrical, 76

MAJOR STRUCTURE, 77
Load Bearing Portions of the Home, 77

GLOSSARY, 78

SUBJECT INDEX, 82

Long Island Builders Institute

Performance Standards

SITE WORK
–Coverage 1st Year Only, Workmanship and Materials

1-0-1 **Observation:** The ground has settled around the foundation, over utility trenches, or in other areas.

Performance Guideline: Settling of ground around foundation walls, over utility trenches, or in other filled areas shall not interfere with water drainage away from the home.

Corrective Measure: If the contractor provided final grading, upon request by the owner, one time only the contractor will fill areas that settle more than 6 inches and that affect proper drainage. The owner will be responsible for removal and replacement of shrubs, grass, other landscaping, pavement, sidewalks, or other improvements affected by placement of such fill.

1-0-2 **Observation:** The site does not drain properly.

Performance Guideline: The necessary grades and swales shall have been established by the contractor to ensure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except in swales that drain other areas or in areas where sump pumps discharge. In these areas a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated by the owner. No grading determination shall be made while frost or snow is on the ground or while the ground is saturated or before any lawn or plantings are established.

Corrective Measure: The contractor is responsible only for initially establishing the proper grades and swales. The owner is responsible for maintaining such grades and swales once they have been properly established by the contractor.

Discussion: Grass and other landscaping are integral components of the storm water management practice needed to minimize erosion from the site. It is the owner's responsibility to maintain such grass and other landscaping to help ensure proper functioning of the site drainage system. The owner is responsible for maintaining such grades and swales once the contractor has properly established them. If a homeowner, their landscaper or another subcontractor changes the contractor grades or if they create

impediments to the original drainage scheme, such as walkways, patios, decks, etc., the contractor is no longer responsible for proper drainage in the areas so affected.

1-0-3. **Observation:** The site has soil erosion.

Performance Guideline: The contractor shall grade the disturbed areas of the property in accordance with municipal requirements. Contractor is not responsible for soil erosion due to acts of God, or other conditions beyond the contractor's control.

Corrective Measure: No action required. The contractor is not responsible for erosion due to acts of God, site alterations by the owner, lack of maintenance by the owner, or other conditions beyond the contractor's control.

1-0-4 **Observation:** Water from a nearby or adjacent property flows onto the owner's lot.

Performance Guideline: The contractor is responsible for providing a means of draining water (rain, melting snow or ice) that originates from the lot he is working on (1-0-2). The contractor is not responsible for water flowing from a nearby or adjacent property that he does not own or control, onto the disturbed portions of the owner's lot. The contractor is obliged only to make a reasonable effort in accordance with the municipal requirements to control water flowing from another lot that he does not own or control or on which no dwelling has been erected by providing proper slopes around the newly erected dwelling.

Corrective Measure: It is the contractor's responsibility to control water only in the area immediately surrounding a new dwelling and in the areas he has disturbed.

1-0-5 **Observation:** Existing trees, shrubs, or other vegetation are damaged in the course of construction.

Performance Guideline: The contractor is only required to make a reasonable and cost effective effort to preserve and protect existing trees, shrubs, other vegetation and landscaping, if any, that he is trying to save. No attempted savings are guaranteed.

Corrective Measure: No contractor action is needed.

Foundation and Slabs - Coverage 1st Year Only
Workmanship and Materials

General

2-1-1 **Observation:** The foundation is out of square.

Performance Guideline: As measured at the top of the foundation wall, the diagonal of a triangle with sides of 12 feet and 16 feet shall be no more than 1 inch more or less than 20 feet. *Remodeling Specific: A contractor and owner may agree to build an addition out of square in order to keep a new exterior wall on line with an existing wall of an out-of-square house.*

Corrective Measure: The contractor will make necessary modifications to the foundation to comply with the performance guidelines for squareness to provide a satisfactory appearance. The contractor may square the first-floor deck or walls by cantilevering over the foundation or locating the deck or walls inset from the outside face of the foundation.

Discussion: Squareness is primarily an aesthetic consideration. The corrective measure emphasizes the primarily aesthetic nature of squareness and makes the criterion for correction "a satisfactory appearance." This allows the contractor to make either a structural change or some cosmetic modification as most appropriate. There are many instances in which the squareness of a foundation is not of consequence because subsequent construction provides an opportunity to make corrections.

2-1-2 **Observation:** The foundation is not level.

Performance Guideline: This guideline applies only when the levelness of the foundation adversely impacts subsequent construction. As measured at the top of the foundation wall, no point shall be more than 1/2 inch higher or lower than any point within 20 feet. *Remodeling Specific: The contractor and the owner may agree to build an addition out of level in order to keep the floor of an addition on the same plane, and the roof ridge on the same line, as those of an existing, out-of-level structure.*

Corrective Measure: The contractor will make necessary modifications to any part of the foundation or to subsequent construction to meet the performance guideline for levelness. This can be affected by leveling the sills with shims, mortar, appropriate fillers, or other methods.

Discussion: There are many instances in which the levelness of a foundation is not of consequence because subsequent construction provides an opportunity to make corrections.

Interior Concrete Slab

2-2-1 **Observation:** There is a crack in a concrete footing.

Performance Guideline: Cracks greater than 1/4-inch in width are considered unacceptable.

Corrective Measure: The contractor shall repair any cracks in excess of the performance guideline.

2-2-2 **Observation:** A concrete slab within the structure has separated or moved at control (expansion and contraction) joints.

Performance Guideline: Concrete slabs within the structure are designed to move at control joints.

Corrective Measure: Because this is normal, no corrective action is required.

2-2-3 **Observation:** Efflorescence is present on the surface of the basement floor.

Performance Guideline: This is a typical condition caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds.

Corrective Measure: Because efflorescence is a typical chemical reaction within concrete, no corrective measures are required of the contractor.

Discussion: Efflorescence is evidenced by the presence of a white film on the surface of the concrete. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels as may be found in basements.

2-2-4 **Observation:** Concrete floor or slab is uneven.

Performance Guideline: Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions, or areas of unevenness exceeding 3/8 inch in 32 inches.

Corrective Measure: The contractor will correct or repair the floor to meet the performance guideline. Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface level using a latex-fortified cement mixture or other materials designed to fill cracks and bond with concrete.

2-2-5 **Observation:** The concrete floor slab is cracked.

Performance Guideline: Minor cracks in concrete floor slabs are normal. Cracks exceeding 3/16-inch in width or 1/8-inch in vertical displacement shall be repaired if the slab is in conditioned space or basements or the crack interferes with the installation of finish flooring which is part of the contractor's responsibility.

Corrective Measure: The contractor will repair cracks that do not meet the performance guideline.

Discussion: Repairs can be made by using a material designed to fill cracks in concrete.

2-2-6 **Observation:** Interior concrete work is pitting or spalling. Pitting is evidenced by concrete that has flaked or peeled from the outer surface. Spalling is evidenced by concrete that has chipped.

Performance Guideline: Interior concrete surfaces shall not pit, spall or disintegrate. Aggregate pops are normal; minor scaling is not controllable. Exterior surfaces may not be warranted.

Corrective Measure: The contractor will repair defective concrete surfaces using materials designed for this purpose. The contractor is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the contractor's control on interior or exterior concrete surfaces.

2-2-7 **Observation:** The interior concrete slab has a loose or sandy surface.

Performance Guideline: The surface shall not be so loose or sandy that is shows obvious deterioration.

Corrective Measure: The contractor will repair defective concrete surfaces using materials designed for this purpose. The contractor is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the contractor's control on interior or exterior surfaces.

Concrete Block Foundation Walls

2-3-1 **Observation:** A concrete block foundation wall is cracked.

Performance Guideline: Cracks in concrete block foundation walls shall not exceed 1/4-inch in width.

Corrective Measure: The contractor will repair cracks to meet the performance guideline.

Discussion: Shrinkage cracks are common in concrete block masonry and should be expected in crawl space and basements walls. Cracks may be vertical, diagonal, horizontal, or stepped-in masonry joints. Repairs can be made by using a material designed to fill cracks in concrete.

2-3-2 **Observation:** A concrete block wall is out of plumb or bowed.

Performance Guideline: Concrete block walls shall not be out of plumb greater than 1 inch in 8 feet when measured from the base to the top of the wall or bowed more than 1 inch in 20 feet when measured horizontally. *Remodeling Specific: If tying into an existing foundation that is out of plum, the contractor and owner will review the existing conditions and scope of work. The contractor will make a reasonable and cost-effective effort to meet the performance guideline while complying with the existing building code.*

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall

meets building codes as evidenced by passed inspections, then no corrective action is required.

Poured Concrete Foundation Walls

2-4-1 **Observation:** A poured concrete foundation wall is out of plumb or bowed.

Performance Guideline: Poured concrete walls shall not be out of plumb greater than 1 inch in 8 feet when measured vertically or bow more that 1 inch in 20 feet when measured horizontally. *Remodeling Specific: If tying into an existing foundation that is out of plumb or bowed, the contractor and owner will review the existing conditions and scope of work. The contractor will make a reasonable and cost-effective effort to meet the performance guideline while complying with the existing building code.*

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline. If the wall is to remain unfinished per contract, and the wall meets building codes as evidenced by passed inspections, then no corrective action is required.

2-4-2 **Observation:** An exposed concrete wall has pits, surface voids, or similar imperfections in it.

Performance Guideline: Surface imperfections larger than 1 inch in diameter or 1 inch in depth are considered unacceptable.

Corrective Measure: The contractor will repair holes that do not meet the performance guideline.

Discussion: Proper repair can be affected by thoroughly filling the holes and voids in concrete surfaces. The repaired area will not match the color of the surrounding area.

2-4-3 **Observation:** The basement wall is cracked (horizontal or vertical separation).

Performance Guideline: Cracks in basement walls shall not allow exterior water to leak into the basement. Shrinkage cracks (cracking caused by external or internal restraints as reduction in moisture content develops) are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width shall be repaired.
Corrective Measure: The contractor will repair cracks that do not meet the performance guideline when leaks are present or if cracks exceed 1/8 inch in width.

Discussion: Shrinkage cracks are not unusual and are inherent in the drying process. They should be expected in basement walls due to the nature of concrete. Cracks may be vertical, diagonal or horizontal. The only cracks considered under warranty claims are cracks, which permit water penetration or those that exceed 1/8-inch in width.

2-4-4 **Observation:** A cold joint is visible on exposed poured concrete foundation walls.

Performance Guideline: A cold joint is a visible joint that indicates where the pour terminated and continued. Cold joints are normal and should be expected to be visible. Cold joints should not be an actual separation or a crack that exceeds 1/4-inch in width.

Corrective Measure: The contractor will cosmetically repair any cold joint that exceeds 1/4-inch in width by parging with a material intended for that purpose.

Basement Floor and Walls

Moisture and Leaks

2-5-1. **Observation:** Dampness is evident on basement wall or floor.

Performance Guideline: Dampness caused by wicking through the basement walls or floor and condensation of water vapor on cool walls and floors are not the responsibility of the contractor.

Corrective Measure: None. Dampness prevention is the responsibility of the owner.

Discussion: The owner's failure to maintain a proper grade (ground level and pitch of said ground) away from the house can contribute to dampness. Condensation of humidity, which is an owner's responsibility, also contributes to dampness.

2-5-2 **Observation:** The basement leaks.

Performance Guideline: Leaks resulting in actual trickling of water shall be repaired. Leaks caused by landscaping improperly installed by the owner, or by the failure of the owner to maintain proper grades, are not the contractor's responsibility. Walls and floors of new construction may become damp as concrete, mortar, and other materials dry, and dampness alone is not considered a deficiency.

Corrective Measure: The contractor will take such action as necessary to correct basement leaks, except where the cause is determined to result from the owner's actions or negligence. The owner will be responsible for removal and replacement of shrubs, fences and equipment, and other landscaping if they have to be moved so that the contractor may effect the repairs.

Crawl Space

2-5-3. **Observation:** Flowing or trickling water appears on interior crawl space surfaces.

Performance Guideline: Crawl spaces should be graded and drained properly to prevent water from accumulating deeper than ¾ inch and larger than 9 square feet in

the crawl space area. The contractor is not responsible if the exterior grading was provided by the owner or the owner failed to maintain grades established by the contractor.

Corrective Measure: The contractor will take the necessary corrective measures to create positive flow within the crawl space to discharge to the exterior of the structure.

2-5-4. **Observation:** Condensation is evident on the floor or crawl space surfaces.

Performance Guideline: Condensation in the crawl space shall not result from lack of adequate ventilation as required by code. Condensation resulting from other causes is not the responsibility of the contractor.

Corrective Measure: The contractor will ensure that ventilation meets the appropriate code requirements. Further reduction of condensation is an owner maintenance responsibility.

Discussion: Temporary conditions may cause condensation that cannot be eliminated by ventilation and or a vapor barrier because: Night air gradually cools the interior surfaces of the crawl space. In the morning, moisture picked up by sun-warmed air is carried into the crawl space and condenses on cool surfaces. At night, outside air may rapidly cool foundation walls and provide a cool surface on which moisture may condense. If the house is left unheated in the winter, the floors and walls may provide cold surfaces on which moisture in the warmer crawl space air may condense. Excessive moisture inside a heated house may hit the dew point within or on the colder bottom surface of vapor-permeable floor insulation. The condensation can be reduced by placing a vapor barrier between the insulation and the floor sheathing. If condensation must be entirely eliminated, the owner can do so by sealing and dehumidifying or heating the crawl space, or by heating and dehumidifying the houses.

Columns

2-6-1 **Observation:** An exposed wood column is bowed or is out of plumb.

Performance Guideline: When installed, exposed wood columns shall not be bow or be out of plumb more than 1/2-inch in 8 feet.

Corrective Measure: Exposed wood columns out of plumb in excess of 1/2-inch in 8 feet when measured vertically shall be replaced or repaired.

Discussion: Wood columns may become distorted as part of the drying process. Bows and other imperfections that develop after installation cannot be prevented or controlled by the contractor.

2-6-2 **Observation:** An exposed concrete column is installed bowed or out of plumb.
Performance Guideline: Exposed concrete columns shall not be installed with a bow in excess of 1 inch in 8 feet. They should not be installed out of plumb in excess of 1 inch in 8 feet.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

2-6-3 **Observation:** A masonry column is out of plumb.

Performance Guideline: Masonry columns should not be constructed out of plumb in excess of 1 inch in 8 feet.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

2-6-4 **Observation:** A steel column is out of plumb.

Performance Guideline: Steel columns shall not be out of plumb in excess of 3/8-inch in 8 feet when measured vertically.

Corrective Measure: The contractor shall repair any deficiencies in excess of the performance guideline.

Wood Floor Framing Floor Systems
-Coverage 1st Year Only, Workmanship and Materials

Floor Systems

3-1-1 **Observation:** Springiness, bounce, shaking, or visible sag is present in the floor system.
Performance Guideline: All beams, joists, headers, and other structural members shall be sized and fasteners spaced, according to the National Forest Products Association span tables or local building codes.

Corrective Measure: The contractor will reinforce or modify, as necessary, any floor, wall, ceiling, or roof not meeting the performance guideline.

Discussion: Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Joists and rafters are required to meet standards for both stiffness and strength. The span tables allow, under full design loadings, a maximum deflection equal to 1/360 of the span for floor and ceiling joists (3/8 inch in 12 feet), 1/240 for rafters up to 3/12 in pitch (1/2 inch in 12 feet), and 1/180 for rafters over 3/12 in pitch (3/4 inch in 12

feet). Structural members are required to meet standards for both stiffness and strength. When an owner's preference is made known before construction, the contractor and the owner may agree upon a higher standard.

Beams, Columns, and Posts

3-2-1 **Observation:** An exposed wood column or post is split.

Performance Guideline: Sawn wood columns or posts shall meet the grading standard for the species used. Splits that exceed 3/8-inch in width and more than 4 inches in length at time of installation or that develop during the warranty period are considered unacceptable.

Corrective Measure: The contractor will repair or replace any beam or post that does not meet the guideline. Filling splits is acceptable to have structural members meet the guideline.

Discussion: Some characteristics of drying wood are beyond the control of the contractor and cannot be prevented. Compensation is made in span tables for the probable reduction in strength resulting from splitting caused by drying. Therefore, splitting is primarily an aesthetic concern rather than a structural problem. Checks and splits, which occur during the drying of lumber have the effect of reducing the area in the plane of shear resistance. Consequently, laboratory data developed for shear parallel to grain are reduced substantially for design purposes in order to accommo-date the probability of the occurrence of checks and splits after drying.

3-2-2 **Observation:** An exposed wood beam is split.

Performance Guideline: Sawn wood beams shall meet the grading standard for the species used. Splits that exceed 3/8-inch in width and 4 inches in length at time of installation or that develop during the warranty period are considered unacceptable.

Corrective Measure: The contractor will repair or replace any sawn wood beam that does not meet the guideline. Filling splits is acceptable to have structural members meet the guideline.

Discussion: Some characteristics of drying wood are beyond the control of the contractor and cannot be prevented. Compensation is made in span tables for the probable reduction in strength resulting from splitting caused by drying. Therefore, splitting is primarily an aesthetic concern rather than a structural problem. Checks and splits, which occur during the drying of lumber, have the effect of reducing the area in the plane of shear resistance. Consequently, laboratory data developed for shear parallel to grain are reduced substantially for design purposes in order to accom-modate the probability of the occurrence of checks and splits after drying.

3-2-3 **Observation:** An exposed wood beam or post is twisted or bowed.

Performance Guideline: Exposed wood posts and beams shall meet the grading standard for the species used. Posts and beams with bows and twists exceeding 3/4-inch in an 8-foot section shall not be installed, and those that develop bows and twists exceeding 3/4-inch in an 8-foot section are considered unacceptable.

Corrective Measure: The contractor will repair, sister, or replace any beam or post with a defect that exceeds the guideline.

Discussion: Beams and posts, especially those 3 1/2 inches or greater in thickness (which normally are not kiln dried) will sometimes twist or bow as they dry after milling or installation. Twisting or bowing is usually not a structural concern if posts and beams have been sized according to manufacturers' specifications or local building codes.

3-2-4 **Observation:** An exposed wood beam or post is cupped.

Performance Guideline: Cups exceeding 1/4-inch in 5-1/2 inches are considered unacceptable.

Corrective Measure: The contractor will repair, sister, or replace any beam or post with a defect that does not meet the guideline.

Discussion: Cupped lumber is lumber that has warped or cupped across the grain in a concave or convex shape. Beams and posts, especially those 3-1/2 inches or greater in thickness (which normally are not kiln dried), will sometimes cup as they dry after milling or installation.

Subfloor and Joists

3-3-1. **Observation:** Floor squeaks or the sub floor appears loose.

Performance Guideline: Squeaks caused by a loose sub floor are unacceptable, but totally squeak-proof floors cannot be guaranteed.

Corrective Measure: The contractor will refasten any loose sub floor or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes.

Discussion: Floor squeaks may occur when a sub floor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. The sub floor or joists may be bowed, and the nails also may be expelled from the wood during drying. Movement may occur between the joist and bridging or other floor members when one joist is deflected while the other members remain stationary. Gluing the sub floor is an acceptable method of code compliance in certain

jurisdictions. Renailing floor joists with ring-shank nails will also substantially reduce severe floor squeaks. Because the performance guideline requires the contractor to make a reasonable attempt to eliminate squeaks without requiring removal of floor and ceiling finishes, nailing loose sub flooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.

3-3-2. **Observation:** Sub floor is uneven.

Performance Guideline: Floors shall not have more than a ¼-inch ridge or depression within any 32-inch measurement. Allowable floor and ceiling joist deflections are governed by the local approved building codes. Measurements should not be made at imperfec-tions that are characteristic of the code-approved material used. This guideline does not cover transition points between different materials.

Corrective Measure: The contractor will correct or repair to meet the performance guideline.

3-3-3. **Observation:** Sub floor is out of square.

Performance Guideline: The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor shall be no more than ½ inch plus or minus 20 feet. *Remodeling Specific: The owner and the contractor may agree to build a wood floor out of square in order to match or otherwise compensate for pre-existing conditions.*
Corrective Measure: The contractor will make the necessary modifications to any floor not complying with the performance guideline for squareness. The modifica-tion will produce a satisfactory appearance and may be either structural or cosmetic.

Discussion: Squareness is primarily an aesthetic consideration. Regularly repeated geometric patterns in floor and ceiling coverings show a gradually increasing or decreasing pattern along an out of square wall. The guideline tolerance of plus or minus ½ inch in the diagonal allows a maximum increasing or decreasing portion of about 3/8-inch in a 12-foot wall of a 12 x 16-foot room. However, a contractor and client may agree to build an addition out of square in order to keep a new exterior wall on line with an existing wall of an out of square house. The corrective measure emphasizes the primarily aesthetic nature of squareness and makes the criteria for correction "a satisfactory appearance." This criterion allows the contractor to make either a structural change, if the defect is discovered in time, or some cosmetic change to hide the defect, if the construction is in the finishing stages when the defect is discovered.

3-3-4 **Observation:** A floor is out of level.

Performance Guideline: The floor should not slope more than 1/2-inch in 20 feet. Crowns and other lumber characteristics that meet the standards of the applicable grading organization for the grade and species used are not defects. Allowable floor joist deflections are governed by the applicable building codes. Deflections due to overloading by the owner are not the contractor's responsibility. *Remodeling Specific:*

The contractor and the owner may agree to build an addition out of level in order to keep the floor of an addition on the same plane, and the roof ridge on the same line, as those of an existing, out-of-level structure, or to compensate for some other pre-existing condition.

Corrective Measure: The contractor will make a reasonable and cost-effective effort to modify the floor that does not comply with the performance guideline. Allowances should be allowed for shrinkage, cantilevers, and concentrated loads.

Discussion: Sloped floors have both an aesthetic and functional consideration. Measurements for slope should be made across the room, not in a small area.

3-3-5 **Observation:** Deflection is observed in a floor system constructed of wood I-joists, floor trusses, or similar products.

Performance Guideline: All wood I-joists and other manufactured structural components in the floor system and its components shall be sized and installed as provided in the manufacturers' instructions and code requirements.

Corrective Measure: The contractor will reinforce or modify as necessary any floor component not meeting the performance guideline.

Discussion: Deflection may indicate an aesthetic consideration independent of the strength and safety requirements of the product. When an owner's preference is made known before construction, a higher standard may be agreed upon in writing by the contractor and the owner.

3-3-6 **Observation:** *Remodeling Specific: Wood flooring is not level at the transition of an existing floor to a room addition floor.*

Performance Guideline: Flooring at a transition area shall not slope more than 1/8-inch over 6 inches unless a threshold is added. Overall step-down, unless previously agreed upon with the owner, shall not exceed 1-1/8 inches. Variations caused by seasonal or temperature changes are not a defect.

Corrective Measure: The flooring transition shall be corrected to meet the performance guideline. The contractor may add threshold or transition material, or pull up the flooring and reduce the high spot, or if possible, shim under new framing to bring floor within guideline.

Discussion: All wood members shrink and expand seasonally, with variations in temperature and humidity, and with aging. After installation, 2x dimensional lumber can shrink up to 1/2-inch. If the flooring, sub floor, or underlayment was not purposely overlapped onto the existing floor, the resulting irregularity is not a defect, but a natural result and characteristic of the wood's aging process. The drier the house becomes, the more shrinkage may be experienced. Either the old or the new floors may slope along

the floor joist span. Joists in older homes may have deflected under load. This and other conditions may cause a hump at the juncture of the old to new.

3-3-7 **Observation:** *Remodeling Specific: The floor pitches to one side in the door opening between the existing construction and the addition.*
Performance Guideline: If the pitch is the result of the floor of the existing dwelling not being level, then in most situations a transition threshold may be the most appropriate and acceptable means of addressing the condition.

Corrective Measure: The contractor will make a reasonable and cost-effective effort to meet the performance guidelines.

Walls
-Coverage 1st Year Only, Workmanship and Materials

Rough Carpentry

4-1-1. **Observation:** Wood framed wall is out of plumb.

Performance Guideline: Wood framed walls shall not be more than 1/4-inch out of plumb for any 32 inches in any vertical measurement. *Remodeling Specific: The owner and contractor may agree to intentionally build walls out of plumb to match the existing structure to accommodate or compensate for inaccuracies in the existing structure, and to disregard the performance guideline to match a pre-existing structural condition of the existing structure.*

Corrective Measure: The contractor will repair to meet the performance guideline.

4-1-2 **Observation:** The wall is bowed.

Performance Guideline: Walls shall not bow more than l/2-inch out of line within any 32-inch horizontal measurement, or l/2-inch out of line within any 8-foot vertical measurement. *Remodeling Specific: If new wall cladding is installed on existing framed walls, the owner and contractor may agree to straighten the wall as part of scope of work, to install new cladding over existing framing, and to disregard the performance guideline to match a pre-existing structural condition of the existing structure.*

Corrective Measure: The contractor will repair the wall to meet the performance guideline.

Discussion: All interior and exterior walls have slight variances in their finished surface. On occasion, the underlying framing may warp, twist, or bow after installation.

4-1-3. **Observation:** Exterior wall leaks because of inadequate caulking or failure of the caulking material.

Performance Guideline: Joints and cracks in exterior wall surfaces and around penetrations shall be properly caulked to prevent the entry of water.

Corrective Measure: The contractor will repair or caulk joints and cracks in exterior wall surfaces, as required to correct deficiencies, one time only during the warranty period. Even when properly installed, caulking will shrink and must be maintained by the owner.

Insulation

4-2-1 **Observation:** Wall insulation is insufficient.

Performance Guideline: The contractor shall install insulation according to R-values designated in the contract documents or local code, as applicable. Insula-tion shall be installed according to locally accepted practices.

Windows, Mirrors

4-3-1 **Observation:** A window is difficult to open or close.

Performance Guideline: Windows should require no greater operating force than that described in the manufacturer's instructions. *Remodeling Specific: The contractor is not responsible for inoperable windows not covered by the remodeling contract.*

Corrective Measure: The contractor will correct or repair the window as required to meet the performance guideline.

4-3-2 **Observation:** Window grids (muntins) fall or become out of level.

Performance Guideline: Window grids shall not disconnect, fall, or become out of level.

Corrective Measure: Window grids will be repaired or replaced at the contractor's discretion one time only.

4-3-3 **Observation:** Mirror or glass surfaces are scratched.

Performance Guideline: Glass or mirror surfaces shall not have scratches visible from 10 feet under normal lighting conditions at the time of substantial completion of the project. *Remodeling Specific: This guideline does not apply to existing windows unless they are part of the remodeling contract or are damaged by the contractor. The owner and contractor should examine existing windows prior to contract execution.*

Corrective Measure: The contractor shall replace any scratched glass or mirror surface if noted prior to substantial completion of the project.

4-3-4. **Observation:** During rains, water appears on interior corner of glazed window unit.

Performance Guideline: Water leakage from improper installation is unacceptable.

Corrective Measure: The contractor shall repair any deficiencies attributable to improper installation.

Discussion: Leakage at the glazing interface is covered under the manufacturer's warranty.

4-3-5 **Observation:** Window glass is broken and/or a screen is missing or damaged.

Performance Guideline: Glass should not be broken and screens should not be damaged at the time of substantial competition of the project. Screens required by the contract shall be installed.
Corrective Measure: Broken glass and/or missing or damaged screens reported to the contractor before closing will be installed or replaced. Broken glass and/or screens not reported prior to substantial completion of the project are the owner's responsibility.

4-3-6 **Observation:** A mirror backing is deteriorating.

Performance Guideline: While looking at the mirror, from 10 feet away there should be no noticeable imperfections in the mirror as a result of damage to the mirror backing at the time of substantial completion of the project.

Corrective Measure: The contractor will replace or repair the mirror.

Exterior Doors

4-4-1 **Observation:** An exterior door is warped.

Performance Guideline: Exterior doors shall not warp to the extent that they become inoperable or cease to be weather-resistant. A 1/4-inch tolerance as measured diagonally from corner to corner is acceptable.

Corrective Measure: The contractor will correct or replace exterior doors that do not meet the performance guideline.

Discussion: Exterior doors will warp to some degree because of the difference in the temperature between inside and outside surfaces. Warping may also be caused by improper or incomplete finishing of the door. The contractor is not responsible for warpage if painting of doors is not within contractor's scope of work.

4-4-2 **Observation:** Raw wood shows at the edges of inset panel on exterior door.

Performance Guideline: Wooden panels will shrink and expand because of temperature and/or humidity changes, and may expose unpainted surfaces. This does not constitute a defect.

Corrective Measure: None.

4-4-3 **Observation:** A wooden door panel is split.

Performance Guideline: A split in a panel shall not allow light to be visible through the door.

Corrective Measure: One time only, the contractor will repair, paint, or stain the split panel that does not meet the performance guideline. Caulking and fillers are acceptable. The repainted area may not match the remainder of the door or other doors on the house.

Discussion: Wooden inserts are loosely fitted into the door to allow the inserts to move; this minimizes splitting of the panel or other damage to the door. On occasion, a panel may become "locked" by paint or expansion of the edges with changes in temperature and humidity and no longer "float" between the rails. This may result in the panel splitting.

4-4-4 **Observation:** An exterior door sticks.

Performance Guideline: Exterior doors shall operate smoothly, except that doors may stick during occasional periods of high humidity or with variations in temperature.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion: Exterior doors may warp or bind to some degree because of the difference in the temperature and/or humidity between inside and outside surfaces. The contractor is not responsible for warpage if painting of doors is not within the contractor's scope of work or if the door is repainted by the owner in a color other than those recommended by the door manufacture.

4-4-5 **Observation:** An exterior door will not shut completely.

Performance Guideline: Exterior doors shall shut completely.

Corrective Measure: The contractor will adjust or replace the door to meet the performance guideline.

Discussion: Exterior doors may warp or bind to some degree because of the difference in the temperature and/or humidity between inside and outside surfaces. The contractor is not responsible for warpage if painting of doors is not within the contractor's scope of work or if the door is repainted by the owner in a color other than those recommended by the door manufacture.

4-4-6 **Observation:** The plastic molding on the primary door behind the storm door melts from exposure to sunlight.

Performance Guideline: The plastic moldings behind storm doors should not melt if the storm panel is removed and reinstalled by the owner as a part of normal seasonal maintenance operations (i.e., removed in the spring and reinstalled in the fall).

Corrective Measure: No corrective action is required.

Discussion: Plastic moldings may melt or deform if the exterior door is covered by a storm door panel during a warm season, or if it faces the sun. This is not a defect of the door, but a problem caused by the trapping of heat between the storm panel and the door. The owner is also cautioned to follow the manufacturer's recommendations on painting the moldings with a dark color, with or without the use of a storm panel. Dark colors should be avoided.

4-4-7 **Observation:** Caulking or glazing on the primary door behind the storm door cracks or peels.

Performance Guideline: Glazing or caulking behind storm doors should not crack or peel if the storm panel is removed and installed by owner as part of seasonal maintenance operations (i.e., removed in the spring and reinstalled in the fall).

Corrective Measure: No corrective measure is required.

Discussion: High temperatures may cause glazing and caulking to harden and/or fail prematurely if the door is covered by a storm panel during a warm season or if it faces the sun. This is not a defect of the door caulking, or glazing, but a problem caused by the trapping of heat between the door and the storm panel. The owner is reminded that dark colors tend to accumulate heat and are more likely to cause problems.

4-4-8 **Observation:** A door swings open or closed by the force of gravity.

Performance Guideline: Exterior doors shall not swing open or closed by the force of gravity alone. *Remodeling Specific: For remodeling projects, this guideline does not apply where a new door is installed in an existing wall that is out of plumb.*

Corrective Measure: The contractor will adjust the door to prevent it from swinging open or closed by the force of gravity.

4-4-9 **Observation:** Gaps are visible around an exterior door edge, doorjamb, and/or threshold.

Performance Guideline: Gaps between adjacent components shall not vary by more than 3/16-inch. *Remodeling Specific: This applies unless the existing building is out of square or plumb.*

Corrective Measure: The contractor will repair existing the unit to meet performance guideline.

Discussion: Doors must have gaps at their perimeter to accommodate expansion/contraction due to variations in temperature and/or humidity and to enable the door to operate over a wide range of environmental conditions.

4-4-10 **Observation:** Exterior door hardware or kick plate has tarnished.

Performance Guideline: Finishes on door hardware or kick plates installed by the contractor are covered by the manufacturer's warranty.

Corrective Measure: The owner should contact the manufacturer.

4-4-11. **Observation:** Sliding patio door or screen will not stay on track.

Performance Guideline: Sliding patio doors and screens shall slide properly on their tracks at the time the job is accepted. The use, cleaning and maintenance necessary to preserve proper operation are an owner responsibility.

Corrective Measure: The contractor shall repair once during the warranty period.

Discussion: Proper operation should be verified by the owner and the contractor at the time the job is accepted.

4-4-12. **Observation:** Sliding patio door does not roll smoothly.

Performance Guideline: Sliding patio doors shall roll smoothly at the time the job is accepted. The use, cleaning and maintenance necessary to preserve proper operation are an owner responsibility.

Corrective Measure: The contractor shall repair once during the warranty period.

Discussion: Proper operation should be verified by the owner and the contractor at the time the job is accepted.

4-4-13 **Observation:** A doorknob, deadbolt, or lockset does not operate smoothly.

Performance Guideline: A doorknob, deadbolt, or lockset should not stick or bind during operation.

Corrective Measure: One time only during the warranty period, the contractor will adjust, repair, or replace knobs that are not damaged by abuse.

Exterior Finish

Wood and Manufactured Siding

4-5-1 **Observation:** Siding is bowed.

Performance Guideline: Bows exceeding 1/2-inch in 32 inches are considered unacceptable. *Remodeling Specific: If new wall covering is installed on existing framed walls, the owner and contractor may agree to straighten out the walls as part of the scope of work. Alternatively, the parties may agree to install new wall covering over existing framing and disregard the performance guideline to match a pre-existing structural condition of the existing structure.*

Corrective Measure: The contractor will replace any wood or manufactured lap siding with bows that does not meet the performance guideline, and will finish the replacement siding to match the existing siding as closely as practical.

Discussion: If the siding is fastened by nails driven into studs, expansion caused by changing relative tempera-tures and/or humidity may cause bulges or waves. Even with proper installation, siding will tend to bow inward and outward in adjacent stud spaces.

4-5-2 **Observation:** An edge or gap is visible between adjacent pieces of siding or siding panels and other materials.

Performance Guideline: Gaps wider than 3/16-inch or in excess of the manufacture's standard are considered unacceptable. This guideline does not apply to adjacent pieces or panels that have shiplap or similar joints.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion: Proper repair can be affected by providing joint covers or by caulking the gap. This is important if the gaps were intentionally made for expansion joints. If the siding is painted, the contractor will paint the new caulking to match the existing caulking as closely as practical, but an exact match cannot be ensured.

4-5-3 **Observation:** Lap siding is not parallel with the course above or below.

Performance Guideline: A piece of lap siding may not be more than 1/2 inch off parallel with contiguous courses in any 20-foot measurement, unless the owner and the contractor have previously agreed to disregard the performance guideline to match a pre-existing condition. *Remodeling Specific: The owner and contractor may agree to*

install siding to match existing conditions on existing structure and to disregard the performance guideline for this item.

Corrective Measure: The contractor will reinstall siding to meet the performance guideline for straightness, and will replace with new siding any siding damaged during removal.

Discussion: *For remodeling projects, if the contractor and the owner have agreed that the floor of an addition is to be on a different plane from an existing floor (e.g., out of level), the siding on the addition may not be parallel and in line with the existing siding.*

4-5-4 **Observation:** Face nails are driven below the surface of the hardboard siding.

Performance Guideline: Siding nails should not be driven below the surface of hardboard siding such that visible fiber of the siding is exposed.

Corrective Measure: The contractor shall repair as necessary to meet performance guideline. The following repairs are appropriate in most instances: If visible fiber of hardboard siding is exposed, paint surface to coat fiber. If nail is 1/16 to 1/8-inch below the surface, fill or caulk and touch-up paint. If nail is more than 1/8-inch below the surface, fill or caulk and add an additional nail flush to the surface.

Tongue and Groove Wood Siding

4-5-5 **Observation:** Siding boards have buckled.

Performance Guideline: Boards that project more than 3/16-inch from the face of adjacent boards are considered unacceptable.

Corrective Measure: The contractor will repair or replace any boards that don't meet the performance guideline.

Discussion: Buckling is caused by wood expanding as a result of increased temperature and/or relative humidity. It can be minimized by leaving space between the tongues and grooves to allow room for expansion and by storing the product outside for a few days to allow it to adjust to the ambient conditions prior to installation.

Wood Shake Siding

4-5-6 **Observation:** Cedar shakes or shingles have "bled" through paint or stain applied by contractor.

Performance Guideline: Resins and extractives bleeding through paint or stain, or blackening of shakes or shingles are unacceptable. This performance guideline does

not apply if "natural weathering" or semi-transparent stain, or other similar products, are specified for the job.

Corrective Measure: One time during the warranty period the contractor will clean and treat shakes to provide a reasonable appearance and prevent further bleeding.

Plywood or Other Veneer Siding

4-5-7 **Observation:** Siding has delaminated (layers have separated from one another).

Performance Guideline: Siding shall not delaminate.

Corrective Measure: The contractor will replace delaminated siding that is not covered under manufacturer's warranty, unless the delaminating was caused by the owner's actions or negligence. The repaired area may not precisely match the original siding.

4-5-8 **Observation:** Joints between sidings have separated.

Performance Guideline: Joint separations exceeding 3/16-inch are considered unacceptable.

Corrective Measure: The contractor will caulk or repair siding as necessary to fill the joint. The repaired area may not match the original siding precisely.

Discussion: Plywood siding, like all wood products, will expand and contract with changes in temperature and/or humidity.

4-5-9 **Observation:** Siding is bowed.

Performance Guideline: Bows exceeding 1/2-inch in 32 inches are unacceptable.

Corrective Measure: The contractor will install additional nails in siding to meet acceptable nailing schedules and will replace any siding that does not meet the guideline because of bows.

Discussion: Some waviness in siding is to be expected because of bows in studs. However, proper nailing of siding will straighten most bows.

Aluminum or Vinyl Lap Siding

4-5-10 **Observation:** Aluminum or vinyl siding is bowed or wavy.

Performance Guideline: Some waviness in aluminum or vinyl lap siding is to be expected because of bows in studs. Waves or similar distortions in aluminum or vinyl lap siding are considered unacceptable if they exceed 1/2- inch in 32 inches.

Corrective Measure: The contractor will correct any waves or distortions to comply with the performance guideline by reinstalling or replacing siding as necessary.

Discussion: This problem is often caused by the siding being nailed too tightly to the house instead of loosely "hung" in the center of the nail slots, or by not allowing adequate room for the siding to expand at the ends.

4-5-11 **Observation:** Siding color is faded.

Performance Guideline: Any color siding, when exposed to the ultra-violet rays of the sun, will fade and this condition cannot be prevented by the contractor.
Corrective Measure: The owner should contact the siding manufacturer.

Discussion: Color warranties are provided by the siding manufacturer. The owner should contact the manufacturer with questions or claims regarding changes in color of vinyl or aluminum siding. Color and fade imperfections beyond an expected degree may be covered by the manufacturer's warranty, except where siding is shaded differently from the rest of the wall, such as under shutters or behind vegetation.

4-5-12 **Observation:** Aluminum or vinyl lap siding trim is loose from house.

Performance Guideline: Trim shall not separate more than ¼-inch from the house.

Corrective Measure: The contractor will reinstall trim or repair separations as necessary to comply with the performance guideline.

4-5-13 **Observation:** Aluminum or vinyl lap siding courses are not parallel with eaves (the horizontal edge at the low side of a sloping roof) or wall openings.

Performance Guideline: Any piece of aluminum or vinyl lap siding more than ½-inch off parallel in 20 feet with contiguous courses, or contiguous break such as a soffit line, is unacceptable. *Remodeling Specific: The owner and contractor may agree to disregard the performance guideline to match a pre-existing structural condition.*
Corrective Measure: The contractor will reinstall siding to comply with the performance guideline and replace any siding damaged during removal with new siding.

Discussion: *Remodeling Specific: If the contractor and the owner agree that the floor of an addition is to be on a different plane from the existing floor (for example, a pre-existing out of level condition), the siding on the addition may not be parallel and in line with existing siding.*

4-5-14 **Observation:** Aluminum or vinyl lap siding nail shows under window, door, or eave.

Performance Guideline: All facing nails shall be of a color to match the trim they affix. No nail heads in the field of the siding shall be exposed.

Corrective Measure: The contractor will install trim as necessary to cover the nails.

Discussion: Vinyl siding generally should not be face nailed. However, there are appropriate and typical occasions when a single face nail may be needed to reinforce a joint or hold the siding to the wall when it is cut to fit around window frames, doors, roofs, or other obstructions on the wall. In most cases (the only exception would be the top piece on a gable end), vinyl siding should never need to be face nailed when proper accessory products are used. For example, under a window application the trim (J- channel) can be utilized in conjunction with utility trim and snap-punching the top of the modified vinyl siding. If face nailing is the only option, a 1/8-inch diameter hole should be pre-drilled to allow for expansion and contraction.

4-5-15 **Observation:** Aluminum or vinyl lap siding trim accessory is loose from caulking at windows or other wall openings.

Performance Guideline: Siding trim accessories shall not separate from caulking at windows or other wall openings during the warranty period.

Corrective Measure: The contractor will repair or recaulk as necessary once during the warranty period to eliminate the separation.

4-5-16 **Observation:** Aluminum or vinyl lap siding is cut crooked.

Performance Guideline: Visible cuts in siding shall be straight, plumb, and neat. Crooked cuts greater than 1/8-inch from true are not acceptable. *Remodeling Specific: The owner and contractor may agree to install siding to match conditions on the existing structure and to disregard the performance guideline for this item.*

Corrective Measure: The contractor will repair or replace siding, which has visible crooked cuts.

Discussion: Cut edges of vinyl siding should never be visible when proper trim and accessories are used.

4-5-17 **Observation:** Aluminum or vinyl lap siding is not correctly spaced from moldings.

Performance Guideline: Prescribed spacing between siding and accessory trim is typically 1/4-inch, or should comply with the manufacturer's installation instructions. *Remodeling Specific: The owner and contractor may agree to install siding to match*

conditions on existing structure and to disregard the performance guideline for this item.

Corrective Measure: The contractor will correct to meet the guideline.

Masonry Cement and Veneer Board Siding

4-5-18 **Observation:** Cement board siding is cracked or chipped.

Performance Guideline: A cement product, this siding is susceptible to the same characteristic limitations as other cement products. Cracks more than 2 inches in length and 1/8-inch in width are considered unacceptable. Chips or dents not reported at time of substantial completion of the project are not covered.

Corrective Measure: Cracked or chipped cement board will be repaired or replaced as necessary, as determined by the contractor.

4-5-19 **Observation:** Cement board siding is improperly fastened.

Performance Guideline: Siding shall be nailed flush and perpendicular per the manufacturer's instructions. Staples shall not be used.

Corrective Measure: Overdriven nail heads or nails driven at an angle shall be filled with cementitious patching compound to match the existing area as closely as possible.

Discussion: The manufacturer's instructions include guidelines to reduce chipping or cracking of siding.

4-5-20 **Observation:** Masonry or veneer wall is cracked.

Performance Guideline: Cracks visible from distances in excess of 20 feet or larger than 1/4-inch in width are not acceptable.

Corrective Measure: The contractor will repair cracks in excess of the performance guideline by tuck pointing (removing deteriorated mortar from the surface of the existing wall, and inserting fresh mortar), patching, or painting. The contractor will not be responsible for color variations between original and new mortar.

Discussion: Small hairline cracks resulting from shrinkage are common in mortar (a substance used to join masonry units, consisting of cementitious materials, fine aggregate and water) joints in masonry construction.

4-5-21. **Observation:** Exterior cut bricks (less than full) are of different thickness below openings.

Performance Guideline: Cut bricks used in the course directly below an opening shall not vary from one another in thickness by more than ¼-inch. The smallest dimension of a cut brick should be greater than 1 inch.

Corrective Measure: The contractor will repair the wall to meet the performance guideline.
Discussion: Bricks are cut to achieve required dimensions at openings and ends of walls when it is not possible to match unit/mortar coursing.

4-5-22 **Observation:** A masonry or brick veneer course is not straight.

Performance Guideline: No point along the bottom of any course shall be more than 1/4-inch higher or lower than any other point within 10 feet along the bottom of the same course, or 1/2-inch in any length. *Remodeling Specific: The owner and contractor may agree to install brick veneer to match conditions on the existing structure and to disregard the performance guideline for this item.*

Corrective Measure: The contractor will rebuild the wall as necessary to meet the performance guideline.

Discussion: Dimensional variations of the courses depend upon the variations in the brick selected.

4-5-23 **Observation:** Brick veneer is spalling.

Performance Guideline: Spalling of newly manufactured brick should not occur and is considered unacceptable. Spalling of used brick is acceptable.

Corrective Measure: The contractor will repair or replace newly manufactured bricks that have spalled. An exact match of brick and mortar cannot be assured.

4-5-24 **Observation:** Mortar stains are observed on exterior brick or stone.
Performance Guideline: Exterior brick and stone shall be free from mortar stains detracting from the appearance of the finished wall when viewed from a distance of 20 feet.

Corrective Measure: The contractor will clean the mortar stains to meet the performance guideline.

4-5-25 **Observation:** Efflorescence is present on the surface of masonry or mortar.

Performance Guideline: This is a common condition caused by moisture reacting with the soluble salts in the mortar.

Corrective Measure: No corrective actions are required of the contractor.

Discussion: Efflorescence is evidenced by the presence of a white film on the surface of masonry or mortar. It is a particularly common occurrence where masonry or concrete are in contact with high moisture levels as may be found in basements.

Stucco and Parge

4-5-26 **Observation:** An exterior stucco wall surface is cracked.

Performance Guideline: Cracks in exterior stucco wall surfaces shall not exceed 1/8-inch in width.

Corrective Measure: One time only, the contractor will repair cracks exceeding 1/8-inch in width. Caulking and touch-up painting are acceptable. An exact color or texture match may not be unattainable.

Discussion: "Stucco" includes cementitious coatings and similar synthetically based finishes.

4-5-27 **Observation:** The colors of exterior stucco walls do not match.

Performance Guideline: The colors of new exterior stucco walls may not perfectly match the colors of old exterior stucco walls, nor is it expected that exact matches will be attained for the same material that is applied on different days or under differing environ-mental conditions (e.g., temperature, humidity, etc.).

Corrective Measure: No corrective measure is required. Because of the unique nature of stucco finishes, exact match of color may not be possible.

Discussion: Coloring of stucco is affected by a number of variables. It is impractical to achieve a color match between stucco coatings applied at different times.

4-5-28 **Observation:** The textures of exterior stucco wall finishes do not match.

Performance Guideline: Texture of new exterior stucco walls applied at different times may not perfectly match the textures of old exterior stucco walls. *Remodeling Specific: The texture of new exterior stucco walls may not perfectly match the textures of old exterior stucco walls.*

Corrective Measure: No corrective measure is required. Because of the unique nature of stucco finishes, exact match of texture finish may not be possible.

Discussion: "Stucco" includes cementitious coatings and similar synthetically based finishes. Approved samples prior to installation can minimize misunderstandings about color and texture.

4-5-29 **Observation:** Separation of coating from base on exterior stucco wall.

Performance Guideline: The coating shall not separate from the base on an exterior stucco wall during the warranty period.

Corrective Measure: The contractor will repair areas where the coating has separated from the base.

4-5-30 **Observation:** Lath is visible through stucco.

Performance Guideline: Lath should not be visible through stucco, nor should the lath protrude through any portion of the stucco surface.

Corrective Measure: The contractor will make necessary corrections so that lath is not visible. The finish colors may not match.

4-5-31 **Observation:** Rust marks are observed on the stucco finish coat.

Performance Guideline: Rust marks on the stucco surface are considered unacceptable if more than 5 marks measuring more than 1 inch long occur per 100 square feet.

Corrective Measure: The contractor may repair or replace affected subsurface components, or seal the rusted areas and recolor the wall.

4-5-32 **Observation:** There is water damage to interior walls as a result of a leak in the stucco wall system.

Performance Guideline: Stucco walls should be constructed and flashed to prevent water penetration to the interior of the structure under normal weather and water conditions. Damage to the stucco system caused by external factors out of the contractor's control that result in water penetration is not the contractor's responsibility.

Corrective Measure: If water penetration is the result of a system failure and doesn't result from external factors, the contractor will make necessary repairs to prevent water penetration through the stucco wall system.

Discussion: Water penetration resulting from abnormal external factors, such as windblown moisture or sprinkler systems, are not the contractor's responsibility.

Exterior Trim

4-6-1. **Observation:** Gaps show in exterior trim.

Performance Guideline: Joints between exterior trim elements, including siding and masonry, shall not result in joints opened wider than ¼-inch. In all cases the exterior trim shall perform its function of excluding the elements.

Corrective Measure: The contractor will repair open joints that do not meet the performance guideline. Caulking is acceptable.

4-6-2 **Observation:** Exterior trim board is split.

Performance Guideline: Splits wider than 1/8-inch are considered unacceptable.

Corrective Measure: The contractor will repair splits by filling with a durable filler. Touch-up painting may not match the surrounding area.

4-6-3 **Observation:** Exterior trim board is bowed or twisted.

Performance Guideline: Bows and twists exceeding 3/8-inch in 8 feet are considered unacceptable.

Corrective Measure: The contractor will repair defects that do not meet the performance guideline by refastening or replacing deformed boards. Touch-up painting may not match the surrounding area.

4-6-4 **Observation:** Exterior trim board is cupped.

Performance Guideline: Cups exceeding 3/16-inch in 5 1/2 inches are considered unacceptable.

Corrective Measure: The contractor will repair defects that do not meet the performance guideline by refastening or replacing deformed boards. Touch-up painting may not match the surrounding area.

Paint, Stain, and Varnish

4-7-1 **Observation:** Exterior painting, staining, or refinishing is required because of repair work.

Performance Guideline: Repairs required under these performance guidelines shall be finished to match the immediate surrounding areas as closely as practical.

Corrective Measure: The contractor will finish repaired areas as indicated.

Discussion: Touch-up painting, staining, or refinishing may not match the surrounding area.

4-7-2 **Observation:** Exterior paint or stain has peeled, flaked, or physically deteriorated.

Performance Guideline: Exterior paints and stains shall not fail during the warranty period.

Corrective Measure: If exterior paint or stain has peeled, developed an alligator pattern, or blistered, the contractor will properly prepare and refinish affected areas and match the color as closely as practical. Where deterioration of the finish affects more than 50 percent of the piece of trim or wall area, the contractor will refinish the entire wall.

4-7-3 **Observation:** Exterior paint or stain has faded.

Performance Guideline: Fading of exterior paints and stains is common. The degree of fading depends on environmental conditions.

Corrective Measure: Because fading is a common occurrence in paint and stains, no corrective action is required.

4-7-4 **Observation:** Varnish or lacquer finishes have deteriorated.

Performance Guideline: Clear finishes used on exterior surfaces may deteriorate rapidly. This is beyond the contractor's control.

Corrective Measure: Heat and sunlight can cause rapid deterioration of clear finishes. Maintenance is the owner's responsibility. No corrective action is required of the contractor.

4-7-5 **Observation:** There is paint or stain overspray on surfaces not intended for paint or stain.

Performance Guideline: Paint or stain overspray on surfaces not intended for paint or stain that is visible at a distance of 6 feet under normal natural lighting conditions is not acceptable.

Corrective Measure: The contractor shall clean affected surfaces without damaging the surface.

4-7-6 **Observation:** Cabinet stain is uneven. Cabinet paint is not uniform or is mismatched.

Performance Guideline: Uneven stain color on wood cabinets is considered acceptable and is a result of the natural wood grain. Painted cabinets should appear uniform under normal lighting conditions at a distance of 6 feet.
Corrective Measure: The contractor will repaint or replace painted cabinets that do not meet the performance guideline.

4-7-7 **Observation:** Mildew or fungus is visible on exterior painted surfaces.

Performance Guideline: Painted or finished surfaces shall be free of observable mildew and fungus at the time of substantial completion of the job. However, mildew or fungus may form on painted surfaces over time because of warmth and moisture.

Corrective Measure: The contractor will remove mildew and fungus before substantial completion of the job. Subsequent mildew or fungus formation is a condition the contractor cannot control. The owner is responsible for future cleaning of the painted item as necessary to prevent or remove mildew and fungus.

ROOFS
-Coverage 1st Year Only, Workmanship and Materials

5-1-1 **Observation:** The roof ridge beam has deflected.

Performance Guideline: Roof ridge beam deflection greater than 1 inch in 8 feet is considered unacceptable. *Remodeling Specific: If this is not in the scope of work, the guideline will be disregarded.*

Corrective Measure: The contractor shall repair affected ridge beams that do not meet the performance guideline.

5-1-2 **Observation:** A rafter or ceiling joist bows (up or down).

Performance Guideline: Bows greater than 1 inch in 8 feet are unacceptable. *Remodeling Specific: If this is not in the scope of work, the guideline will be disregarded.*

Corrective Measure: The contractor shall repair affected rafters or joists that bow in excess of the performance guideline.

Roof Sheathing

5-2-1 **Observation:** Roof sheathing is wavy or appears bowed.

Performance Guideline: Roof sheathing shall not bow more than 1/2-inch in 2 feet. *Remodeling Specific: If new sheathing is installed over existing rafters, the sheathing will follow the bows of the existing rafters. The owner and contractor should agree on whether or not the rafters are to be straightened. If they are not to be straightened, the performance guideline for this item will be disregarded.*

Corrective Measure: The contractor will straighten bowed roof sheathing as necessary to meet the performance guideline.

Discussion: In rare instances, the contractor might have to install blocking between the framing members to straighten the sheathing.

Roof Vents

5-3-1 **Observation:** An attic vent or louver leaks.

Performance Guideline: Attic vents and louvers shall not leak. However, infiltration of wind-driven rain and snow are not considered leaks and are beyond the control of the contractor.

Corrective Measure: The contractor shall repair or replace the roof vents as necessary to meet the performance guideline.

Discussion: Properly installed louvers or vents may at times allow penetration of rain or snow under strong wind conditions and are not deficiencies.

Roof Installation and Leaks

Asphalt Shingles

5-4-1 **Observation:** The roof or flashing leaks.

Performance Guideline: Roofs and flashing shall not leak under normal conditions, except where the cause is determined to result from ice build-up or the owner's actions or negligence.

Corrective Measure: The contractor will repair any verified roof or flashing leaks not caused by ice build-up, leaves, debris, or the owner's actions or negligence. It is the owner's responsibility to keep the roof drains, gutters, and downspouts free of debris.

5-4-2 **Observation:** Ice builds up on the roof.

Performance Guideline: During prolonged cold spells ice is likely to build up on a roof, especially at the eaves. This condition naturally can occur when snow and ice accumulates.

Corrective Measure: No action is required of the contractor. Prevention of ice build-up on the roof is a owner maintenance item.

Discussion: In the event ice builds up on the roof and then melts causing damage, this consequential damage is also the owner's responsibility.

5-4-3 **Observation:** Shingles have blown off.

Performance Guideline: Shingles shall not blow off in winds less than stated in the manufacturer's warranty or applicable building codes.

Corrective Measure: If shingles were not installed properly, they will be repaired or replaced in the affected area.

5-4-4 **Observation:** Shingles are not horizontally aligned.

Performance Guideline: Shingles should be installed according to the manufacturer's instructions. *Remodeling Specific: The owner and the contractor may agree prior to installation that the horizontal line of shingles on the roof of an addition need not line up with those of the existing structure if the floors (and hence, the eaves and ridge) are not to be built on the same plane.*
Corrective Measure: The contractor will remove shingles that do not meet the performance guideline, and will repair or replace them with new shingles that are properly aligned.

Discussion: The bottom edge of dimensional shingles may be irregular; the irregularity is an inherent part of the design.

5-4-5 **Observation:** New shingles do not match existing shingles.

Performance Guideline: Because of weathering and manufacturing variations, the color of new shingles will not exactly match the color of existing shingles.

Corrective Measure: The contractor is not responsible for precisely matching the color of existing shingles.

5-4-6 **Observation:** Asphalt shingle edges or corners are curled or cupped.

Performance Guideline: Asphalt shingle edges and corners shall not curl or cup more than 1/2-inch.

Corrective Measure: No corrective action is required of the contractor. Cupping in excess of 1/2-inch should be reported to the manufacturer.

5-4-7 **Observation:** Asphalt shingles do not overhang the edges of the roof, or hang too far over the edges of the roof.

Performance Guideline: Asphalt shingles shall overhang roof edges by not less than 1/4-inch and not more than 3/4-inch unless the manufacturer's instructions indicate otherwise.

Corrective Measure: The contractor will reposition or replace shingles as necessary to meet the performance guideline.

5-4-8 **Observation:** Shading or a shadowing pattern is observed on a new shingle roof.

Performance Guideline: Shading or shadowing is a defect only if it results from failure to use shingles of the type specified in the contract.

Corrective Measure: The contractor will replace shingles not conforming to the manufacture's standards.

5-4-9 **Observation:** Asphalt shingles have developed surface buckling.

Performance Guideline: Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4-inch is considered unacceptable. *Remodeling Specific: If an owner elects to re-roof over an existing roof owner must be aware that the new roof will follow the contours of the underlying roof.*

Corrective Measure: The contractor will repair or replace the affected shingles to meet the performance guideline.

5-4-10 **Observation:** Sheathing nails have loosened from framing and raised asphalt shingles.

Performance Guideline: Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.

Corrective Measure: The contractor shall repair all areas as necessary to meet the performance guideline.

Discussion: It is not uncommon for nails to "work themselves out" due to variations in temperature. The contractor can re-drive or remove and replace fasteners that withdraw from the framing. Any resulting holes should be sealed or the shingle should be replaced (a perfect color/shade match cannot be assured).

5-4-11 **Observation:** Roofing nails are exposed at the ridge or hip of a roof.

Performance Guideline: Nail heads shall be sealed.

Corrective Measure: The contractor shall repair areas to meet the performance guideline.

5-4-12 **Observation:** Holes from construction activities are found in asphalt shingles.

Performance Guideline: Holes from construction activities shall be flashed or sealed below the asphalt shingle tab to prevent leakage. If the patch is visible from the ground, the shingle should be replaced.

Corrective Measure: The contractor will repair or replace the affected shingles to meet the performance guideline.

5-4-13 **Observation:** *Remodeling Specific: Existing roof shingles are telegraphing through new asphalt shingles.*
Performance Guideline: *Remodeling Specific: Some telegraphing is common when re-roofing over existing roofing.*

Corrective Measure: Because this is a common occurrence, no corrective action is required.

Roll Roofing

5-4-14 **Observation:** Water is trapped under roll roofing.

Performance Guideline: Water shall not become trapped under roll roofing.

Corrective Measure: If water becomes trapped under roll roofing during the warranty period, the contractor will repair or replace the roofing as necessary to meet the performance guideline.

5-4-15. **Observation:** Roofing is blistered but does not admit water.

Performance Guideline: Surface blistering of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and cannot be controlled by the contractor.

Corrective Measure: None.

5-4-16 **Observation:** Water is standing on a flat roof.

Performance Guideline: Water shall drain from a flat roof except for minor ponding within 24 hours of a rainfall. Minor ponding shall not exceed 3/8-inch in depth.
Corrective Measure: The contractor will take corrective action to ensure proper drainage of the roof.

Chimney

5-5-1 **Observation:** A crack in a masonry chimney cap or crown causes leakage.

Performance Guideline: It is common for caps to crack due to expansion and contraction. As a result, leaks may occur.

Corrective Measure: If cracking causes leakage the contractor will repair the cap or crown. Caulking or other sealant is acceptable.

5-5-2 **Observation:** New chimney flashing leaks.

Performance Guideline: New chimney flashing shall not leak under normal conditions.

Corrective Measure: The contractor will repair leaks in new chimney flashing that are not caused by ice build- up, other common occurrences, or by the owner's actions or negligence.

Discussion: The accumulation of ice and snow on the roof is a natural occurrence and cannot be prevented by the contractor.

Gutters and Downspouts

5-6-1 **Observation:** The gutter or downspout leaks.

Performance Guideline: Gutters and downspouts shall not leak.

Corrective Measure: The contractor will repair leaks in gutters and downspouts. Sealants are acceptable.

5-6-2 **Observation:** The gutter overflows during a heavy rain.

Performance Guideline: Gutters may overflow during a heavy rain.

Corrective Measure: The contractor shall repair the gutter if it overflows during normal rains.

Discussion: The owner is responsible for keeping gutters and downspouts free from debris that could cause overflow.

5-6-3 **Observation:** Water remains in the gutter after a rain.

Performance Guideline: The water level shall not exceed 1/2-inch in depth if the gutter is unobstructed by ice, snow, or debris.

Corrective Measure: The contractor will repair the gutter to meet the performance guideline. The owner is responsible for maintaining gutters and downspouts and keeping them unobstructed.

Discussion: Contractors usually install residential gutters with minimal slope in order to maintain an attractive appearance. Installing gutters with 1/32-inch drop in 1 foot generally will prevent water from standing in the gutters. Even so, small amounts of water may remain in some sections of the gutter for a time after a rain. In areas with heavy rainfall and/or ice build-up, a steeper pitch or additional downspouts may be desirable.

Skylights

5-7-1 **Observation:** Skylight leaks.

Performance Guideline: Skylights shall be installed in accordance with manufacturer's specifications. Leaks resulting from improper installation are unacceptable. Condensation on interior surfaces is not a leak and not considered a defect.

Corrective Measure: The contractor will repair any improperly installed skylight to meet the performance guideline.

Discussion: Leaks are often caused by other factors such as improper flashing of vents, chimneys or vertical walls. These defects often show up at the skylight opening. Before deeming the skylight to be defective other possible causes should be ruled out by careful examination and a thorough water test.

Plumbing
-Coverage 1st Year Only, Workmanship and Materials

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

Water Supply System

6-1-1 **Observation:** Condensation appears on pipes, fixtures and plumbing supply lines.

Performance Guideline: Condensation on pipes, fixtures, and plumbing supply lines may occur at certain combinations of temperature and indoor humidity. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The owner is responsible for controlling humidity in the home.

Discussion: The owner may insulate pipes and supply lines.

Plumbing Fixtures

6-1-2 **Observation:** A faucet or valve leaks.

Performance Guideline: No faucet or valve shall leak because of defects in material or workmanship. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair or replace the leaking faucet or valve.

Discussion: Leakage caused by worn or defective washers or seals is homeowner maintenance item.

6-1-3. **Observation:** Water pipe is noisy.

Performance Guideline: Because of the flow of water and pipe expansion, the water pipe system will emit some noise. However, the pipes should not make the pounding noise called "water hammer" (noise occurring in a water pipe when air is trapped in the pipe).
Corrective Measure: The contractor cannot remove all noises caused by water flow and pipe expansion. However, the contractor will correct the system to eliminate "water hammer."

Plumbing Fixtures

6-2-1 **Observation:** A plumbing fixture, appliance, or trim fitting is defective.

Performance Guideline: Plumbing fixtures, appliances, and trim fittings shall not be damaged or defective at the time of substantial completion of the project. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: If the fixtures, appliances or trim were supplied by contractor and they are not in accordance with the manufactures guidelines they must be repaired or replaced. If supplied and or installed by the owner no action is required of the contractor. Defective trim fittings, appliances, and fixtures are covered under manufacturers' warranties.

6-2-2 **Observation:** The surface of a plumbing fixture is cracked or chipped.

Performance Guideline: Cracks, scrapes and chips in surfaces of bathtubs and sinks are considered unacceptable if they are visible from 3 feet away in normal lighting conditions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: If the fixtures were supplied by the contractor and they do not meet the performance guideline they must be repaired or replaced. If supplied and or installed by the owner no action is required of the contractor. The contractor is not responsible for repairs unless the damage is reported to the contractor prior to substantial completion of the project. Defective fixtures are covered under manufacturers' warrantees.

Discussion: Fiberglass and acrylic fixtures often may be repaired.

6-2-3 **Observation:** A fiberglass tub or shower enclosure base flexes.

Performance Guideline: The tub or showers are to be installed according to the manufacturer's instructions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor shall repair the base to meet the performance guideline.

6-2-4 **Observation:** A vanity top is cracked.

Performance Guideline: Vanity tops shall not have cracks at drain connections when installed. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor shall repair or replace the vanity top to meet the performance guidelines. Cracks must be noted prior to substantial completion of the project.

6-2-5 **Observation:** Staining of plumbing fixtures due to high iron content in water.

Performance Guideline: None.
Corrective Measure: None. High iron content in the water supply system will cause staining of plumbing fixtures.

Discussion: Maintenance and treatment of the water is the owner's responsibility.

Electrical
-Coverage 1st Year Only, Workmanship and Materials

Fuses and Circuit Breakers

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

7-1-1 **Observation:** A fuse blows or a circuit breaker trips.

Performance Guideline: Fuses and circuit breakers shall not be tripped by normal usage. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will check wiring circuits and components for conformity with applicable electrical code requirements. The contractor will correct noncompliant elements.

Discussion: Blown fuses and tripped breakers are symptoms of a problem in some part of the electrical system in the home or some consumer product connected to the system. Although defective components are possible, most electrical malfunctions are caused by consumer-owned fixtures and appliances. The consumer should unplug or disconnect fixtures and appliances on the circuit and then replace the fuse or reset the breaker. If the problem recurs, the contractor should be notified.

7-1-2 **Observation:** A ground fault circuit interrupter (GFCI) or arc fault circuit interrupter (AFCI) trips frequently.

Performance Guideline: Ground fault and arc fault circuit interrupters shall perform as designed. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will install ground fault and arc fault circuit interrupters in accordance with applicable electrical codes. Tripping is to be expected and is not covered unless it is caused by a component failure or incorrect installation.

Discussion: Both ground fault and arc fault circuit interrupters are very sensitive devices and are easily tripped. GFCI's protect outlets in wet areas (for example, bathrooms, kitchens, garages, exterior, etc.). Outlets protected by GFCIs may be connected in series; it may not be readily apparent that an inoperative convenience outlet is the result of a tripped GFCI in another room (and not necessarily in the electrical panel). AFCIs sometimes are installed to protect bedroom circuits. The most common cause of tripping by AFCIs is damaged cords or plugs on owners' lamps, small appliances, or other devices. AFCIs are usually found in the electrical panel.

7-2-1 **Observation:** A light fixture is tarnished.

Performance Guideline: Finishes on light fixtures may be covered under the manufacturer's warranty. *Remodeling Specific: See Note at beginning of chapter.*
Corrective Measure: No action is required of the contractor. Owner should contact manufacturer.

7-2-2 **Observation:** Receptacle or switch covers protrude from the wall.

Performance Guideline: Receptacle or switch covers should not be more than 1/16-inch from the adjoining wall surface. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will adjust the covers to meet performance guideline.

7-2-3 **Observation:** The owner's 220-volt appliance cord does not fit the outlet provided by the contractor.

Performance Guideline: The contractor shall install electrical outlets required by applicable electrical code. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required of the contractor.

Discussion: The owner is responsible for obtaining an appliance cord that fits the outlets provided by the contractor.

7-3-1 **Observation:** A ceiling fan vibrates and/or is noisy.

Performance Guideline: The contractor shall install ceiling fans in accordance with the manufacturer's instructions (including blade balances). *Remodeling Specific: See Note at beginning of chapter.*
Corrective Measure: The contractor shall correct any fan installation not in accordance with the performance guideline if the fan was supplied and installed by the contractor.

7-3-2 **Observation:** An exhaust fan discharges into attic or crawl space.

Performance Guideline: Fans shall discharge as required by applicable codes. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor shall repair to meet performance guideline.

7-4-1 **Observation:** A smoke detector "chirps."

Performance Guideline: A smoke detector should not "chirp" at substantial completion of the project. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair or replace the smoke detector to eliminate chirping.

Discussion: Most smoke detectors are powered by both the home's electrical power and a backup battery. "Chirping" is an indication that the battery is weak or is not installed. If the chirping occurs on a new smoke detector, the contractor will check the battery, verify that the detector is wired correctly, and replace the device if necessary. Safety officials recommend that owners change the batteries in smoke detectors semi-annually when daylight-saving time begins and ends.

7-5-1 **Observation:** Electrical outlets, switches, or fixtures malfunction.

Performance Guideline: All electrical outlets, switches, and fixtures shall operate as designed. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the contractor.

7-5-2 **Observation:** Carbon monoxide alarm goes off excessively.

Performance Guideline: Carbon monoxide sensors shall be installed in accordance with manufacturer's standards and applicable codes.

Corrective Measure: None. The contractor is responsible to properly install the sensor.

Interior Climate Control
-Coverage 1st Year Only, Workmanship and Materials

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

Air Infiltration and Drafts

8-1-1 **Observation:** Air infiltrates around exterior doors or windows.

Performance Guideline: Some infiltration is usually noticeable around doors and windows, especially during high winds. No daylight shall be visible around the frame when the window or door is closed. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor shall repair to meet the performance guideline.

Discussion: Proper repair can be performed by adjusting or installing weather stripping around doors and windows. In high-wind areas, the owner may elect to have storm windows and doors installed to further reduce drafts.

8-1-2 **Observation:** A draft comes through an electrical outlet.

Performance Guideline: Electrical outlets and switch boxes on exterior walls may allow cold air to flow through or around an outlet into a room. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required of the contractor. The owner may elect to install foam insulation pads under switch and outlet plates to help decrease drafts.

Humidity Control and Condensation

8-2-1 **Observation:** Water, ice, or frost is observed on a window.

Performance Guideline: Windows will be installed in accordance with the manufacturer's instructions and applicable building code, *Remodeling Specific: See Note at beginning of chapter.*
Corrective Measure: No action is required of the con-tractor unless the water, ice, or frost is directly attributed to faulty installation (i.e., that deviates from the manufacturer's instructions and/or applicable building code).

Discussion: Condensation usually results from conditions beyond the contractor's control. Moisture in the air can condense into water and collect on cold surfaces, particularly in the winter months when the outside temperature is low. Blinds and drapes can prevent air within the building envelope from moving across the cold surface and picking up the moisture. Occasional condensation (water) in the kitchen, bath, or laundry area is common. It is the owner's responsibility to maintain proper

humidity by properly operating heating and cooling systems and allowing moving air within the home to flow over the interior surface of the windows.

8-2-2 **Observation:** There is moisture between the panes of a double glazed window.

Performance Standard: Moisture between the panes of double glazed windows during the manufacturer's warranty period is unacceptable.

Corrective Measure: The owner should contact the manufacturer.

Air Distribution and Ventilation

8-3-1 **Observation:** The attic or crawl space is inadequately ventilated.

Performance Guideline: The attic and crawl space shall be ventilated as required by the applicable building code.
Corrective Measure: The contractor will provide for adequate ventilation. The contractor is not responsible for actions by the owner that interfere with the ventilation system.

8-3-2 **Observation:** There is airflow noise at a register.

Performance Guideline: The register should be correctly installed according to the manufacturer's instructions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required unless registers are not installed in accordance with manufacturer's instructions.

Discussion: Under certain conditions, some noise may be experienced with the normal flow of air, even when registers are installed correctly. See the manufacturer's instructions.

8-3-3 **Observation:** There are gaps between HVAC (Heating, Ventilating and Air Conditioning) vent or register cover and the wall or ceiling.

Performance Guideline: This is a normal condition beyond the contractor's control. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: None.

Discussion: It is the inherent nature of the heating and cooling system to cause vents and registers to bend over time. This can result in gaps occurring between the vent or register cover and the wall. As long as the vent or register is securely attached, this is not a warranty item.

8-3-4 **Observation:** A condensate drain line is clogged.

Performance Guideline: The contractor will provide unobstructed condensate lines at the time of substantial completion of the project. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor shall unclog any clogged condensate line at the time of substantial completion of the project. Condensate lines will eventually clog under normal use and they must be kept free of all clogs to operate properly. The owner is responsible for maintaining them in proper condition.

8-3-5 **Observation:** There is condensation on the outside of air handlers and ducts.

Performance Standards: Air handlers and ducts will collect condensation on their exterior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the home that are created by the owner or during the curing process in a new space.

Corrective Measure: Unless the condensation or frost is directly attributed to faulty installation, it usually results from conditions beyond the control of the contractor. No corrective action is required.

Discussion: Condensation usually results from conditions beyond the contractor's control. Moisture in the air can condense (to form water) and collect on cold duct surfaces, particularly in the summer months when the outside humidity is high.

8-5-5 **Observation:** Kitchen or bath fans allow air infiltration.

Performance Guideline: Bath and kitchen fans shall be installed in accordance with the manufacturer's instructions and code requirements. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required of the contractor if fans meet the guideline.

Discussion: It is possible for outside air to enter the house through a ventilation fan. The dampers in most fans do not seal tightly. Its is possible for the damper to be lodged open due to animal activity (including nesting in the outside opening), or the accumulation of grease, lint, and other debris. Maintenance of ventilating fans is the owner's responsibility.

INTERIOR

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

-Coverage 1st Year Only, Workmanship and Materials

Interior Doors

9-1-1. **Observation:** Interior door is warped.

Performance Guideline: Interior doors (full openings) shall not warp in excess of ¼-inch. *Remodeling Specific: see Note at beginning of chapter.*

Corrective Measure: The contractor will correct or replace and refinish defective doors to match existing doors as nearly as practical during the warranty period.

Discussion: In bathroom or utility areas, exhaust fans or an open window must be used to remove moisture to eliminate or limit warpage of door units. If customer is responsible for painting the door, the contractor is not responsible if the door is not painted to manufacturer's specifications.

9-1-2 **Observation:** Bifold doors come off their tracks during normal operation.

Performance Guideline: Bifold doors shall slide properly on their tracks at the time of substantial completion of the project. Cleaning and maintenance necessary to preserve proper operation are owner responsibilities. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: One time only, the contractor will repair any bifold door that will not stay on its track during normal operation.

Discussion: Proper operation should be verified by the owner and the contractor at the time of substantial completion of the project.

9-1-3 **Observation:** A pocket door rubs in its pocket during normal operation.

Performance Guideline: Pocket doors shall not rub in their pockets during normal operation if they are installed according to the manufacturer's instructions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: One time only, the contractor will repair the pocket door to meet the performance guideline.

Discussion: Pocket doors commonly rub, stick, or derail due to the inherent nature of the product. It is common, however, for the door to operate against the guides provided by the manufacturer.

9-1-4 **Observation:** A wooden door panel has shrunk or split.

Performance Guideline: Wooden door panels shall not split to the point that light is visible through the door. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: One time only, the contractor will fill splits in the door panel with wood filler and will match the paint or stain as closely as practical.

9-1-5 **Observation:** Door rubs on jambs or contractor-installed floor covering, or latch does not work.

Performance Guideline: Doors shall operate smoothly and door latches shall operate correctly.
Corrective Measure: The contractor will repair the door and the door latch as necessary to meet the performance guideline.

9-1-6 **Observation:** A door edge is not parallel to the doorjamb.

Performance Guideline: When the contractor installs the doorframe and door, the door edge shall be within 3/16-inch of parallel to the doorjamb. *Remodeling Specific: Where the contractor installs the door in an existing frame that is out of square, the guideline does not apply. See Note at beginning of chapter.*

Corrective Measure: The contractor will adjust the door as necessary to meet the guideline one time.

9-1-7 **Observation:** A door swings open or closed by the force of gravity.

Performance Guideline: Doors shall not swing open or closed by the force of gravity alone. *Remodeling Specific: This guideline does not apply where a door is installed in an existing wall that is out of plumb. See Note at beginning of chapter.*

Corrective Measure: The contractor shall repair door operation to meet the performance guideline one time.

9-1-8 **Observation:** Interior doors do not operate smoothly.

Performance Guideline: Doors shall move smoothly with limited resistance. *Remodeling Specific: See Note at beginning of chapter.*
Corrective Measure: The contractor shall repair door operation to meet the performance guideline one time.

Interior Stairs

9-2-1. **Observation:** Interior stair tread deflects too much.

Performance Guideline: The maximum vertical deflection of an interior stair tread shall not exceed 1/8-inch within a 36-inch span at 200 pounds of static weight.

Corrective Measure: The contractor will repair the stair to meet the performance guideline.

9-2-2 **Observation:** Gaps exist between interior stair risers, treads, and/or skirts.

Performance Guideline: Gaps between adjoining parts that are designed to meet flush shall not exceed 1/8-inch in width.

Corrective Measure: The contractor will fix the gap with filler or replace parts as necessary to meet the performance guideline.

9-2-3. **Observation:** Squeaking stair riser or tread.

Performance Guideline: Loud squeaks caused by a loose stair riser or tread are unacceptable, but totally squeak-proof stair risers or treads cannot be guaranteed.

Corrective Measure: The contractor will refasten any loose risers or treads or take other corrective action to eliminate squeaking to the extent possible within reasonable repair capability without removing treads or ceiling finishes.

Discussion: Squeaks in risers or treads may occur when a riser has come loose from the tread, and is deflected by the weight of a person and rubs against the nails that hold it in place. Movement may occur between the riser and the tread or other stairway members when one tread is deflected while the other members remain stationary. Using trim screws to fasten the tread to the riser from above will sometimes reduce squeaking. If there is no ceiling below, gluing or renailing the riser to the tread or shimming will reduce squeaks but the total elimination of squeaks is practically impossible. The performance guideline requires the contractor to make a reasonable attempt to eliminate squeaks without requiring removal of treads or ceiling finishes. Note: Most cellar stairs are not designed to be squeak resistant.

9-2-4 **Observation:** Gaps exist between interior stair railing parts.

Performance Guideline: Gaps between interior stair railing parts shall not exceed 1/8-inch in width.

Corrective Measure: The contractor will ensure that individual parts of the railing are securely mounted. Any remaining gaps will be filled or parts replaced to meet the performance guideline.

9-2-5. **Observation:** Interior stair railing lacks rigidity.

Performance Guideline: Interior stair railings shall be attached to structural members in accordance with applicable codes.
Corrective Measure: The contractor will repair any stair railings as necessary to comply with applicable codes.

Trim and Moldings

9-3-1 **Observation:** There are gaps at non-mitered trim and molding joints.

Performance Guideline: Openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces, shall not exceed1/8-inch in width at the time of installation.

Corrective Measure: The contractor will repair joints to meet the performance guideline.

Discussion: Separation of trim and moldings in excess of the performance guidelines may be caused by lack of control of indoor relative humidity. Joints that separate under these conditions are not considered defective. It is the owner's responsibility to control temperature and humidity in the home.

9-3-2. **Observation:** Nails are not properly set or, where puttied, nail holes are not properly filled.

Performance Guideline: Setting nails or filling nail holes are considered part of painting and finishing. After painting or finishing, except stained or natural finished woodwork, nails and nail holes shall not be readily visible from a distance of 6 feet under normal lighting conditions at the time of substantial completion of the project.
Corrective Measure: Where the contractor is responsible for painting, the contractor shall take action necessary to meet the performance guideline.

9-3-3. **Observation:** Inside corner is not coped or mitered.

Performance Guideline: Trim edges at inside corners shall be coped or mitered. However, square edge trim may be butted.

Corrective Measure: The contractor will finish inside corners to meet the performance guideline.

9-3-4. **Observation:** Trim or molding miter edges do not meet.

Performance Guideline: Gaps between miter edges in trim and molding shall not exceed 1/8-inch at time of installation.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline. Caulking or puttying with materials compatible to the finish is acceptable.

9-3-5 **Observation:** Interior trim is split.

Performance Guideline: Splits, cracks, and checking greater than 1/8-inch in width are considered unacceptable.

Corrective Measure: One time only, the contractor will repair the affected area to meet the guideline.

9-3-6. **Observation:** Hammer marks are visible on interior trim.

Performance Guideline: Hammer marks on interior trim shall not be readily visible from a distance of 6 feet under normal lighting conditions.

Corrective Measure: The contractor will fill hammer marks and refinish or replace affected trim to meet the performance guideline. Refinished or replaced areas may not match surrounding surfaces exactly.

Cabinets and Counter Tops

9-4-1 **Observation:** Cabinets do not meet the ceiling or walls.

Performance Guideline: Gaps greater than 1/4-inch in width are considered unacceptable.

Corrective Measure: The contractor will repair the gap with caulk, putty, or scribe molding, or will reposition/ reinstall cabinets to meet the performance guideline.

Discussion: *Remodeling Specific: When installed in rooms with out-of-plumb walls or out-of-level floors and ceilings, "square" cabinets cannot be installed parallel to walls and ceilings and still keep the cabinets on line. For example, if the floor is not level and the installer measures up from it, "snaps" a line on which to place the tops of the wall cabinets, and then plumbs the first cabinet, one corner of the cabinet will leave the line, and the bottom of successive cabinets will not be in line. Similarly, cabinets will not line up with each other if they are installed on a level line, starting against an out-of-plumb wall instead of a plumb wall. The contractor should explain the aesthetic options to the owner and select the best option with the owner.*

9-4-2 **Observation:** Cabinets do not line up with each other.

Performance Guideline: Cabinet faces more than 1/8-inch out of line, and cabinet corners more than 3/16- inch out of line, are considered unacceptable, unless the owner

and the contractor agree to disregard the guideline in order to match or otherwise compensate for pre-existing conditions.

Corrective Measure: The contractor will make necessary adjustments to meet the performance guideline.

Discussion: *Remodeling Specific: In remodeling projects, many times the rooms are out of square, walls are not plumb, and floors are not level. Cabinets and countertops may have to be shimmed or otherwise adjusted to make the cabinets and countertops fit together properly. Cabinets may not fit flush against the walls on the ends or bottoms and may not fit flat against the floor the contractor should explain the aesthetic options to the owner and select the best option with the owner. In rooms with out of plumb walls or out of level floors and ceilings, "square" cabinets cannot be installed parallel to walls and ceilings and still keep the cabinets on line. For example, if the floor is not level and the installer measures up from it, "snaps" a line on which to place the tops of the wall cabinets, then plumbs the first cabinet, one corner of the cabinet will leave the line, and the bottom corners of successive cabinets will leave the line, and the bottom corners of successive cabinets will not be in line. Similarly, cabinets will not line up with each other if they are installed on a level line, starting against an out of plumb wall instead of being plumbed. The contractor should explain the aesthetic options to the owner and select the best option with the owner.*

9-4-3. **Observation:** Cabinet is warped.

Performance Guideline: Cabinet warpage shall not exceed ¼-inch as measured from the face frame to the point of furthermost warpage, with the door or drawer front in closed position.

Corrective Measure: The contractor will correct or replace doors and drawer fronts as necessary to meet the performance guideline.

9-4-4. **Observation:** Cabinet door or drawer binds.

Performance Guideline: Cabinet doors and drawers shall open and close with reasonable ease.

Corrective Measure: The contractor will adjust or replace doors and drawers as necessary to meet the performance guideline.

9-4-5 **Observation:** Cabinet door will not stay closed.

Performance Guideline: The catches or closing mechanisms for cabinet doors shall be adequate to hold the doors in a closed position.

Corrective Measure: The contractor will adjust or replace the door catches or closing mechanisms as necessary to meet the performance guideline.

9-4-6 **Observation:** Cabinet doors or drawers are cracked.

Performance Guideline: Panels and drawer fronts shall not crack.

Corrective Measure: The contractor may replace or repair cracked panels and drawer fronts. No contractor action is required if the cracked drawer fronts or panels result from the owner's abuse.

Discussion: Paint or stain on the repaired or replaced panel or drawer front may not match the paint or stain on the existing panels or drawer fronts.

9-4-7 **Observation:** A cabinet door is warped.

Performance Guideline: Cabinet door warpage shall not exceed 1/8-inch as measured diagonally from corner to corner.

Corrective Measure: The contractor may replace or repair warped doors to meet the performance guideline.

9-4-8 **Observation:** Cabinet doors do not align when closed.

Performance Guideline: Gaps between doors should not exceed1/8-inch.

Corrective Measure: The contractor shall adjust doors to meet the performance guideline.

9-4-9. **Observation:** Shrinkage of insert panels of cabinet doors and drawers show raw wood edges.

Performance Guideline: Panels will shrink and expand and may expose unpainted or unfinished surface.

Corrective Measure: None.

Countertops

9-5-1 **Observation:** High-pressure laminate on a countertop is delaminated.

Performance Guideline: Countertops fabricated with high-pressure laminate coverings shall not delaminate.

Corrective Measure: The contractor will repair or replace delaminated coverings, unless the delamination was caused by the owner's misuse or negligence.

Discussion: Owners should refrain from leaving any liquids near the countertop seams or allowing the surface to become excessively hot.

9-5-2. **Observation:** The surface of high-pressure laminate on countertop is cracked or chipped.

Performance Guideline: Countertops shall be free of cracks and chips at the time of substantial completion of the job. Cracks or chips occurring after acceptance of the job are the owner's responsibility.

Corrective Measure: The contractor will repair or replace cracked or chipped countertops only if they are reported prior to acceptance of the job.

9-5-3 **Observation:** Solid surface countertops are visibly scratched.

Performance Guideline: At the time of substantial completion of the project, solid surface countertops shall be free of scratches visible from 6 feet away under normal lighting conditions.

Corrective Measure: The contractor shall repair scratches in the countertop to meet the performance guideline.

9-5-4 **Observation:** A countertop is not level.

Performance Guideline: Countertops shall be no more than 3/8-inch in 10 feet out of parallel with the floor. *Remodeling Specific: For projects where the floor is out of level, the countertop may be installed proportionately out of level.*

Corrective Measure: The contractor will make necessary adjustments to meet the performance guideline.

Discussion: *Remodeling Specific: In remodeling projects, many times the rooms are out of square, walls are not plumb, and floors are not level. Cabinets and countertops may have to be shimmed or otherwise adjusted to make the cabinets and countertops fit together properly. Cabinets may not fit flush against the walls on the ends or bottoms and may not fit flat against the floor. The contractor should explain the aesthetic options to the owner and select the best option with the owner.*

9-5-5 **Observation:** A tile countertop has uneven grout lines.

Performance Guideline: Grout lines should be straight and fairly consistent in width. However, if working with hand made tiles or tiles with broken edges grout lines may vary in width and straightness.

Corrective Measure: If applicable the contractor shall make corrections as necessary to bring the grout lines into compliance with the performance guideline.

Discussion: Different tiles require different widths of grout lines. Some tiles are designed to have varied-width grout lines.

9-5-6 **Observation:** Tile countertop grout lines are cracked.

Performance Guideline: Tile grout is a cement product and is subject to cracking. Cracks that result in loose tiles or gaps in excess of 1/16-inch shall be repaired.

Corrective Measure: The contractor will repair the grout lines by adding grout, caulking, or replacing grout one time. New grout may not perfectly match previously grouted areas.

9-5-7 **Observation:** A granite, marble, stone, or solid surface countertop is cracked at the time of substantial completion of the project.

Performance Guideline: Cracks at the time of substantial completion are considered unacceptable.

Corrective Measure: If the crack is found to be caused as a result of faulty installation or product, the contractor will repair or replace the countertop.

Discussion: Some granite, marble or stone have natural cracks and crevices these are allowed within the Performance Guideline and are not to be considered a defect. Some granite, marble and stones may develop cracks and crevices after substantial completion of the project and are not to be considered defects if properly installed.

9-5-8 **Observation:** A granite, marble, stone, or solid surface countertop has texture or color variations.

Performance Guideline: Color variations are acceptable. The contractor has no responsibility for countertop texture or color variations when the owner selects the material.

Corrective Measure: No action is required of the contractor.

9-5-9 **Observation:** A granite, marble, stone, or solid surface countertop is chipped at the time of substantial completion of the project.

Performance Guideline: Chips greater than 1/32-inch in width are considered unacceptable.

Corrective Measure: The contractor will repair or replace affected areas to meet the performance guidelines.

9-5-10 **Observation:** The surface of countertop tile has unacceptable lippage of adjoining tile.

Performance Guideline: Lippage greater than 1/16-inch is considered unacceptable, except for materials that are designed with an irregular height (such as hand-made tile).

Corrective Measure: The contractor will repair or replace the tile to meet the performance guideline.

9-5-11 **Observation:** A solid surface or laminate countertop has a bubble, bum, stain, or other damage.

Performance Guideline: Solid surface or laminate countertops shall be free of bubbles, bums, or stains at the time of substantial completion of the project.

Corrective Measure: The contractor will repair or replace the countertop to meet the performance guideline.

Discussion: Solid surface and laminate products may be subject to damage by hot surfaces placed on or near the product. The owner is responsible for maintaining the countertop and protecting it from damage.

Interior Wall Finish

Lath and Plaster

9-6-1 **Observation:** Cracks are visible on a finished wall or ceiling.

Performance Guideline: Cracks shall not exceed 1/16-inch in width. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: One time only, the contractor will repair cracks exceeding 1/16-inch in width. The contractor will touch up paint on repaired areas if the contractor was responsible for the original interior painting. A perfect match between original and new paint cannot be expected and the contractor is not required to paint an entire wall or room.

Gypsum Wallboard

9-6-2. **Observation:** Nail pop, blister, or other blemish is visible on finished wall or ceiling.

Performance Guideline: Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/16-inch in width are common in gypsum wallboard installations and are considered acceptable. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair such blemishes only once during the warranty period. The contractor will touch up paint-repaired areas if the contractor was responsible for the original interior painting. A perfect match between original and new paint cannot be expected, and the contractor is not required to paint an entire wall or room. The contractor is not required to repair defects that are covered by wallpaper or other wall coverings.

Discussion: When drywall has been placed on lumber surfaces which are subject to shrinkage and warpage and which are not perfectly level and plumb, problems often occur through stress and strain placed on drywall during the stabilization of the lumber, which is inherent in the construction of the home. Due to the initial stabilization problem that exists with the new home, it is impossible to correct each defect as it occurs, and it is essentially useless to do so. The entire house will tend to stabilize itself. Some imperfections will not be visible under normal lighting but will become apparent under strong, high or diagonal lighting or strong sunlight. These imperfections are not to be considered defects. Nail and screw pops, showing seam lines and spackle cracks result from wood shrinkage, normal settlement and changes in temperature and humidity. These factors are normal and beyond the contractor's control, they should not be considered defects or unusual.

9-6-3 **Observation:** Cracked corner bead, excess joint compound, trowel marks, or blisters in tape joints are observed on the drywall surface.

Performance Guideline: Defects resulting in cracked corner bead, trowel marks, excess joint compound or blisters in tape are considered unacceptable. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor shall repair the affected area of the wall to meet the performance guideline one time within the warranty period.

9-6-4 **Observation:** Joints protrude from the surface.

Performance Guideline: Any joints that are visible from a distance of 6 feet under normal lighting conditions are considered unacceptable. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: One time only, the contractor will repair affected areas.

Discussion: Joints often occur in long walls, stairwells, and areas of two-story homes where framing members have shrunk and caused the drywall to protrude.

9-6-5 **Observation:** The texture of gypsum wallboard does not match.
Performance Guideline: Any variations that are readily visible from a distance of 6 feet under normal lighting conditions are considered unacceptable. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair the affected area to meet the guideline.

Discussion: There will usually be some variation in texture between the wall board and the joint compound.

9-6-6 **Observation:** Angular gypsum wallboard joints are uneven.

Performance Guideline: This is a natural condition that occurs with randomly applied materials. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required of the contractor. This is a common condition.

9-6-7 **Observation:** Drywall is cracked.

Performance Guideline: Drywall cracks greater than 1/16-inch in width are considered unacceptable. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: One time only, the contractor will repair cracks and touch up paint in affected areas. The texture and paint color may not exactly match the existing texture and paint color.

9-6-8 **Observation:** Blown or textured ceilings have uneven textures.
Performance Guideline: This is a common condition that occurs with randomly applied materials. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required of the contractor. This is a common condition.

Paint, Stain, and Varnish

9-6-9 **Observation:** Interior paint does not "cover" the underlying surface.

Performance Guideline: The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will recoat affected areas as necessary to meet the guidelines as closely as practical.

9-6-10 **Observation:** An interior surface is spattered with paint.

Performance Guideline: Paint spatters shall not be readily visible on walls, woodwork, floors, or other interior surfaces when viewed from a distance of 6 feet under normal lighting conditions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will remove paint spatters to meet the performance guideline.

9-6-11 **Observation:** Brush marks show on interior painted surface.
Performance Guideline: Brush marks shall not be readily visible on interior painted surfaces when viewed from a distance of 6 feet under normal lighting conditions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will refinish as necessary to meet the performance guideline and match affected areas as closely as practical.

9-6-12 **Observation:** Lap marks show on interior painted or stained areas.

Performance Guideline: Lap marks shall not be readily visible on interior painted or stained areas when viewed from a distance of 6 feet under normal lighting condi-tions. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will refinish as necessary to meet the guideline and match affected areas as closely as practical.

9-6-13 **Observation:** Interior painting, staining, or refinishing is required because of repair work.

Performance Guideline: A perfect match between original and new paint cannot be expected. Repairs required under these performance guidelines shall be finished to match the immediate surrounding areas as closely as practical. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: Where the majority of the wall or ceiling area is affected, the area will be painted from break line to break line. The contractor is not required to paint an entire room.

Discussion: The contractor is only responsible if he or she painted the home as part of the original contract.

9-6-14 **Observation:** Resin has bled through the paint on interior trim.

Performance Guideline: This is a common condition that can be expected to occur with natural materials such as wood. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: No action is required of the contractor. This is a common condition.

9-6-15 **Observation:** Varnish or clear lacquer finishes have deteriorated.

Performance Guideline: Clear finishes on interior woodwork shall not deteriorate during the warranty period.

Corrective Measure: The contractor will retouch affected areas of clear-finish interior woodwork and match the original finish as closely as practical; provided the owner has not used improper cleaning materials, including ammonia, or other improper methods.

Discussion: Finishes on window sills with south facing exposure may deteriorate due to climatic conditions.

Wallpaper and Vinyl Wall Coverings

9-6-16 **Observation:** The wall covering has peeled.

Performance Guideline: The wall covering shall not peel off the walls. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will reattach or replace the loose wall covering if the contractor installed the covering.

Discussion: Wallpaper applied in high moisture areas is exempted from this guideline because the problem results from conditions beyond the contractor's control.

9-6-17 **Observation:** Patterns in wall covering are mismatched.

Performance Guideline: Patterns in wall coverings shall match. Irregularities in the patterns themselves are the manufacturer's responsibility. *Remodeling Specific: See Note at beginning of* chapter. *The guideline does not apply if material is installed on existing out-of-plumb walls or where trim is not square with corners.*

Corrective Measure: The contractor shall correct the wall covering to meet the performance guidelines.

FLOOR FINISHES
-Coverage 1st Year Only, Workmanship and Materials

Carpeting

10-1-1 **Observation:** Carpet does not meet at the seams.

Performance Guideline: It is not unusual for carpet seams to show. However, a visible gap at the seams is considered unacceptable.

Corrective Measure: If the carpet was installed by the contractor, the contractor will eliminate visible gaps at carpet seams.

10-1-2 **Observation:** Carpeting loosens, or the carpet stretches.

Performance Guideline: When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen, or separate from the points of attachment.

Corrective Measure: If the carpeting was installed by the contractor, the contractor will restretch or resecure the carpeting, once during the first year, as necessary to meet the guidelines.

10-1-3 **Observation:** Carpeting is faded or discolored.

Performance Guideline: Fading or discoloration of carpet is a manufacturer's responsibility.

Corrective Measure: No action is required of the contractor.

Discussion: Fading or discoloration may result from the owner spilling liquids on the carpet, exposure to sunlight, or the owner's failure to properly maintain the carpet.

10-1-4 **Observation:** Dead spots are observed in padding areas below the carpet surface.

Performance Guideline: Carpeted areas shall have full coverage of padding consistently throughout the flooring area.

Corrective Measure: The contractor will repair/replace padding in the affected areas to meet the performance guidelines.

Roll Vinyl and Resilient Tile Flooring

10-2-1 **Observation:** Nail pops are observed on the surface of resilient flooring.

Performance Guideline: Readily visible nail pops on resilient flooring are considered unacceptable.

Corrective Measure: The contractor will repair the nail pops that are readily visible.

Discussion: The contractor will repair or replace, at the contractor's option, the resilient floor covering in the affected areas with similar materials. The contractor is not responsible for discontinued patterns or color variations when replacing the floor covering.

10-2-2 **Observation:** Depressions or ridges are observed in resilient flooring because of sub floor irregularities.

Performance Guideline: Readily apparent depressions or ridges exceeding 1/8-inch shall be repaired. The ridge or depression measurement is taken at the end of a 6-inch straightedge centered over the depression or ridge with 3 inches of the straightedge held tightly to the floor on one side of the affected area. Measure under the straightedge to determine the depth of the depression or height of the ridge.

Corrective Measure: The contractor will take corrective action as necessary to bring the affected area within the acceptable tolerance so that the depression or ridge is not readily visible and is not more than 1/8-inch. The con-tractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

Discussion: Contractor is not responsible for homeowner neglect or abuse or installations performed by others.

10-2-3 **Observation:** Resilient flooring has lost adhesion.

Performance Guideline: Resilient flooring shall not lift, bubble, or detach.

Corrective Measure: At the contractor's option, the contractor will repair or replace the affected resilient flooring as necessary. The contractor is not responsible for discontinued patterns or color variations when replacing the floor covering.

10-2-4 **Observation:** Seams or shrinkage gaps show at vinyl flooring joints.
Performance Guideline: Gaps at joints/seams in vinyl flooring shall not exceed 1/16-inch in width. Where dis-similar materials abut, the gaps shall not exceed l/16-inch.

Corrective Measure: At the contractor's option, the contractor will repair or replace the vinyl flooring as necessary to meet the performance guideline. The contractor will not be responsible for discontinued patterns or color variations when replacing the floor covering.

Discussion: Proper repair can be accomplished by sealing the gap with seam sealer.

10-2-5 **Observation:** Bubbles are observed on roll vinyl flooring.

Performance Guideline: Bubbles resulting from trapped air and that protrude higher than l/16-inch from the floor is considered unacceptable.

Corrective Measure: The contractor will repair the floor to meet the guideline.

Discussion: The performance guideline does not apply to perimeter attached vinyl floors.

10-2-6 **Observation:** The patterns on roll vinyl flooring are misaligned.

Performance Guideline: Patterns at seams between adjoining pieces shall be aligned to within 1/16-inch.

Corrective Measure: The contractor will correct the flooring to meet the performance guideline.

10-2-7 **Observation:** A resilient floor tile is loose.

Performance Guideline: Resilient floor tiles shall be securely attached to the floor.

Corrective Measure: The contractor will attach loose resilient floor tiles securely to the floor. The old adhesive will be removed if necessary to resecure the tiles.

10-2-8 **Observation:** The corners or patterns of resilient floor tiles are misaligned.

Performance Guideline: The corners of adjoining resilient floor tiles shall be aligned to within 1/8-inch. Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.

Corrective Measure: The contractor will correct resilient floor tiles with misaligned corners to meet the performance guideline.

10-2-9 **Observation:** Yellowing is observed on the surface of vinyl sheet goods after installation and before substantial completion of the project.

Performance Guideline: The contractor shall install vinyl flooring per the manufacturer's instructions.

Corrective Measure: Yellowing resulting from a manufacturer's defect or from the owner's misuse or lack of maintenance is not covered by the contractor.
Discussion: Some chemical compounds, such as the tar residue from a recently paved asphalt driveway, may cause a chemical reaction with the flooring material and result in permanent damage to the floor. The owner is responsible for the proper use and maintenance of the floor. Yellowing caused by the owner's improper use of or inadequate maintenance of the floor is not the contractor's or the manufacturer's responsibility.

Wood Flooring

10-3-1 **Observation:** Gaps exist between strip hardwood floorboards.

Performance Guideline: Gaps between strip hardwood floorboards shall not exceed 1/8-inch in width at the time of installation.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion: Wood floors are subject to shrinkage and swell due to seasonal variations in the humidity level of home. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. Homeowners should be familiar with the recommended care and maintenance requirements of their wood floor. Repeated wetting and drying, or wet mopping, may damage wood finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high heel style shoes may cause indentations. These conditions are not covered by this Warranty. Relative humidity of the home can cause noticeable fluctuations in gaps between floor boards. This is a normal phenomenon in spaces that experience significant shifts in humidity. The owner is responsible for maintaining proper humidity levels in the home. Proper repair can be affected by filling the gap.

10-3-2 **Observation:** Strip hardwood floor boards are cupped.

Performance Guideline: Cups in strip hardwood floorboards shall not exceed 1/16-inch in height in a 3-inch maximum span measured perpendicular to the long axis of the board. Cupping caused by exposure to moisture beyond the contractor's control is not covered.

Corrective Measure: The contractor will correct or repair cupped boards to meet the performance guideline.

Discussion: The owner is responsible for proper maintenance of the floor and for maintaining proper humidity levels in the home.

10-3-3 **Observation:** Excessive lippage is observed at the junction of prefinished wood flooring products.

Performance Guideline: Lippage greater than 1/16-inch is considered unacceptable.

Corrective Measure: The contractor will repair lippage in the affected areas to meet the performance guideline

10-3-4 **Observation:** Voids ("holidays") are observed in the floor finish.

Performance Guideline: Voids that are readily visible from a distance of 6 feet under normal lighting conditions are considered unacceptable.
Corrective Measure: The contractor will repair the floor finish in the affected area(s) to meet the performance guideline.

10-3-5 **Observation:** The top coating on hardwood flooring has peeled.

Performance Guideline: Field-applied coating shall not peel during normal usage. Prefinished coatings are the manufacturer's responsibility.

Corrective Measure: The contractor shall refinish any field-applied finishes that have peeled.

Discussion: The owner should contact the manufacturer regarding factory-applied finishes that have peeled.

10-3-6 **Observation:** Strip flooring has crowned.

Performance Guideline: Crowning in strip flooring shall not exceed 1/16-inch in depth in a 3-inch maximum span when measured perpendicular to the long axis of the board.

Corrective Measure: The contractor will repair the affected area to meet the performance guideline.

10-3-7 **Observation:** Hardwood flooring has buckled from the substrate.

Performance Guideline: Hardwood floor should not become loose from the substrate.

Corrective Measure: The contractor will repair the affected area to meet the performance guideline.

10-3-8 **Observation:** Unacceptable knots and color variations are observed in strip hardwood flooring.

Performance Guideline: The contractor will install the grade of hardwood specified for the project. All wood should be consistent with the grading stamp as specified.

Corrective Measure: The contractor shall replace any improperly graded wood.

Discussion: Hardwood is a natural product and consequently can be expected to exhibit variations in color, grain, and stain acceptance.

10-3-9 **Observation:** Slivers or splinters are observed in strip flooring.

Performance Guideline: Slivers or splinters that occur during the installation of the flooring are considered unacceptable.

Corrective Measure: The contractor will repair flooring in the affected areas to meet the performance guideline.

Discussion: Slivers or splinters that occur during installation can be shaved and the area filled prior to sanding and finishing.

10-3-10 **Observation:** "Sticker bum" is observed on the surface of strip flooring.

Performance Guideline: Discoloration from stacking strips in hardwood flooring is considered unacceptable in certain grades of flooring.
Corrective Measure: The contractor shall repair or replace areas with sticker bum if they are not permitted in the grade of wood specified for the project.

Tile, Brick, Marble, and Stone Flooring

10-4-1 **Observation:** Tile, brick, marble, or stone flooring is broken or loosened.

Performance Guideline: Tile, brick, marble, and stone flooring shall not be broken or loose.

Corrective Measure: The contractor will replace broken tiles, bricks, marble, and stone flooring, and resecure loose tiles, bricks, marble, and stone, unless the flooring was damaged by the owner's actions or negligence. The contractor is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, or stone flooring.

10-4-2 **Observation:** Cracks are observed in the grouting of tile joints or at the junctures with other materials, such as a bathtub.

Performance Guideline: Cracks in grouting of ceramic tile joints commonly result from normal shrinkage conditions. Cracks that result in loose tiles or gaps in excess of 1/16-inch shall be repaired.

Corrective Measure: The contractor will repair grouting, if necessary, one time only. The contractor is not responsible for color variations or discontinued colored grout. The owner is responsible for regrouting these joints after the contractor's one-time repair.
Discussion: The use of an elastic substance at junctures between tile and other materials is often more effective than grout.

10-4-3 **Observation:** There is excessive lippage at adjoining marble or ceramic tile.

Performance Guideline: Lippage greater than 1/16-inch is considered unacceptable, except where the materials are designed with an irregular height (such as hand-made tile).

Corrective Measure: The contractor will repair lippage in the affected areas to meet the performance guideline.

Discussion: Lippage is the vertical distance between floor tiles or marble tiles at the point where they abut one another.

10-4-4 **Observation:** A grout or mortar joint is not a uniform color.

Performance Guideline: After the grout has cured, any color variation that is readily visible from a distance of 6 feet under normal lighting conditions is considered unacceptable.

Corrective Measure: One time only, the contractor will repair the joint to meet the performance guideline.

Discussion: When grout repairs are done a perfect match between the original grout and new grout cannot be expected. The contractor is not required to re-grout an entire floor, wall or room.

Miscellaneous
-Coverage 1st Year Only, Workmanship and Materials

Fireplace and Wood Stove

11-1-1. **Observation:** Fireplace or chimney does not consistently draw properly.

Performance Guideline: A properly designed and constructed fireplace and chimney shall function correctly.

Corrective Measure: The contractor shall correct as necessary if the problem is caused by a design or construction flaw.

Discussion: High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining homes, and interior furnaces.

11-1-2 **Observation:** The chimney is separated from the structure.

Performance Guideline: Newly built fireplaces will often incur slight amounts of separation. The amount of separation from the main structure shall not exceed 1/2-inch in any ten-foot vertical measurement.

Corrective Measure: The contractor will repair gaps that do not meet the performance guideline.

Discussion: Proper repair can be affected by caulking unless the cause of the separation is due to a structural failure of the chimney foundation itself. In that case, caulking is unacceptable.

11-1-3 **Observation:** The firebox paint is damaged by a fire in the fireplace.

Performance Guideline: Heat and discoloration is a common occurrence.

Corrective Measure: No action is required of the contractor.

Discussion: The owner should obtain the proper paint from the manufacturer if he or she chooses to touch up the interior of the firebox for aesthetic reasons.

11-1-4 **Observation:** A firebrick or mortar joint is cracked.

Performance Guideline: Heat and flames from normal fires can cause cracking.

Corrective Measure: No corrective action is required of the contractor.

11-1-5 **Observation:** A simulated firebrick panel has cracked.

Performance Guideline: This is a common condition.

Corrective Measure: No corrective action is required of the contractor.

11-1-6 **Observation:** Rust is observed on the fireplace damper.

Performance Guideline: This is a common condition.

Corrective Measure: No corrective action is required of the contractor.

Concrete Stoops and Steps

11-2-1. **Observation:** Stoops or steps have settled, heaved, or separated from the house structure.

Performance Guideline: Stoops and steps shall not settle, heave in excess of 1 inch, or separate in excess of
1 inch from the house structure.

Corrective Measure: The contractor will take whatever corrective action is required to meet the performance guideline.

11-2-2 **Observation:** Water remains on stoops or steps after rain has stopped.

Performance Guideline: Water shall drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain.

Corrective Measure: The contractor will take corrective action to ensure proper drainage of stoops and steps.

Garage

11-3-1 **Observation:** The garage floor slab is cracked.

Performance Guideline: Cracks in concrete garage floor greater than 3/16-inch in width or 1/8-inch in vertical displacement are unacceptable.

Corrective Measure: The contractor shall repair to meet the performance guideline.

Discussion: Proper repair can be affected by thoroughly cleaning, filling, and troweling the surface using latex-fortified cement mixture or other materials designed to fill cracks and bond concrete.

11-3-2. **Observation:** Garage concrete floor has settled, heaved, or separated.

Performance Guideline: The garage floor shall not settle or heave in excess of 1 inch, or separate in excess of 1 inch from the structure.

Corrective Measure: The contractor will take whatever corrective action is required to meet the performance guideline.

Discussion: The repaired area may not match the existing floor in color and texture.

11-3-3 **Observation:** Garage doors fail to operate properly under normal use.

Performance Guideline: Garage doors shall operate properly.
Corrective Measure: The contractor will correct or adjust garage doors as required, except where the owner's actions or negligence caused the problem.

Discussion: The contractor is not responsible for the door operation if the owner has installed a garage door opener.

11-3-4 **Observation:** Garage doors allow the entry of snow or water.

Performance Guideline: Garage doors shall be installed as recommended by the manufacturer. Some snow or water can be expected to enter under normal conditions.

Corrective Measure: The contractor will adjust or correct the garage doors to meet the manufacturer's installation instructions.

Driveways and Sidewalks

11-4-1. **Observation:** Asphalt driveway develops cracks.

Performance Guideline: This is a normal condition.

Corrective Measure: None.

11-4-2 **Observation:** Standing water is observed on an asphalt pavement surface.

Performance Guideline: Standing water greater than1/8-inch in depth shall not remain on the surface 24 hours after a rain. It is not unusual to have some standing water after heavy rains.
Corrective Measure: The contractor shall repair or replace the affected area to meet the guideline if the warranty covers the driveway. Patched areas will generally be noticeable and not blend in with the rest of the driveway.

11-4-3 **Observation**: Exterior concrete flat work is pitting or spalling. Pitting is evidenced by concrete that has flaked or peeled from the outer surface. Spalling is evidenced by concrete that has chipped.

Performance Guideline: Exterior concrete surfaces shall not pit, spall or disintegrate. Aggregate pops are normal; minor scaling is not controllable at all.

Corrective Measure: The contractor will repair defective concrete surfaces using materials designed for this purpose. The contractor is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the contractor's control.

Wood Decks

11-5-1 **Observation:** A wood deck is springy or shaky.

Performance Guideline: All structural members in a wood deck shall be sized, and fasteners spaced, according to appropriate building codes and manufacturers' instructions.

Corrective Measure: The contractor will reinforce or modify, as necessary, any wood deck not meeting the performance guidelines.
Discussion: Deflection may indicate insufficient stiffness in the lumber, or may reflect an aesthetic consideration independent of the strength and safety requirements of the lumber. Structural members are required to meet standards for both stiffness and strength. When an owner's preference is made known before construction, the contractor and the owner may agree upon a higher standard.

11-5-2 **Observation:** The spaces between decking boards are not uniform.

Performance Guideline: The spaces on opposite sides of individual deck boards shall not differ in average width by more than 3/16-inch at the time of substantial completion of the project, unless otherwise agreed upon by the owner and the contractor.

Corrective Measure: One time only, the contractor will realign or replace decking boards to meet the performance guideline.

Discussion: The spaces will naturally tend to change over time because of shrinkage and expansion of individual boards. The contractor is only responsible for correct spacing at the time of substantial completion of the project.

11-5-3 **Observation:** The railings on wood decking contain slivers in exposed areas.

Performance Guideline: Railings on wood decks shall not contain slivers longer than 1/8-inch in exposed areas at the time of substantial completion of the project.
Corrective Measure: One time only; the contractor will repair railings as necessary to remove slivers prior to substantial completion of the project. Repair of slivers after that time is an owner maintenance responsibility.

Discussion: Slivers can develop when unprotected wood weathers. The proper finishing of wood surfaces helps prevent slivers from forming.

11-5-4 **Observation:** A wood deck is out of level.

Performance Guideline: No point on the deck surface shall be more than 1/2-inch higher or lower than any other deck surface point within 10 feet on a line parallel to the house, or in proportional multiples of the preceding dimensions (unless a slope is incorporated in the design). *Remodeling Specific: The owner and contractor may agree to intentionally build a wood deck out of level in order to match or compensate for inaccuracies in the existing structure.*

Corrective Measure: The contractor will repair the deck as necessary to meet the performance guideline.

Discussion: A slope of approximately 1/8-inch per foot is desirable in the perpendicular direction to shed water and prevent ice build-up.

11-5-5 **Observation:** Wood decking boards are split, warped, or cupped.

Performance Guideline: At the time of substantial completion of the project, splits, warps, and cups in wood decking boards shall not exceed the allowances established by the official grading rules issued by the agency responsible for the lumber species specified for the deck boards.

Corrective Measure: The contractor will replace decking boards as necessary to meet the performance guidelines

11-5-6 **Observation:** A wood deck has stain color variations.

Performance Guideline: Stain color variations are not acceptable if they result from improper stain application or failure to mix the stain properly. Stain color variations resulting from other causes-such as weathering or varying porosity of the wood used to build the deck-are common and are not covered by this guideline.

Corrective Measure: The contractor will restain the affected area to meet the performance guideline.

11-5-7 **Observation:** A nail head protrudes from a wood decking board.

Performance Guideline: Nail heads shall not protrude from the floor of the wood deck at the time of substantial completion of the project.

Corrective Measure: The contractor will refasten nails whose heads protrude from the floor of the deck so that the heads are flush with the surface.

Discussion: Nails should be driven flush when the deck is installed, but they may pop from the deck over time as the wood shrinks and expands.

11-5-8 **Observation:** Nails on a wood deck are "bleeding."

Performance Guideline: Nail stains extending more than 1/2-inch from the nail and readily visible from a distance of more than 3 feet are not acceptable.

Corrective Measure: The contractor will eliminate nail stains to meet the performance guideline.

Discussion: This guideline does not apply if "natural weathering" or semi-transparent stains are specified.

11-5-9 **Observation:** A wood deck railing lacks rigidity.

Performance Guideline: Wood deck railings shall be attached to structural members in accordance with applicable building codes.

Corrective Measure: The contractor will repair wood deck railings as necessary to comply with applicable building codes.

Landscaping
-Coverage 1st Year Only, Workmanship and Materials

Note: Moving or protecting plants, trees, shrubs, and any other landscaping items prior to and during construction are the responsibility of the owner and must be dealt with before construction begins. Other handling of these items must be specified in the contract to designate the responsible party.

12-0-1 **Observation:** Tree stumps have been left in a disturbed area of the property.
Performance Guideline: If tree stumps were on the property in the disturbed area prior to the substantial completion of the project, the contractor is responsible for their removal.

Corrective Measure: The contractor will remove the stumps from the area.

12-0-2 **Observation:** Dead shrubs, plants, trees, or sod planted in disturbed area of property.

Performance Guideline: Any shrub, plant, tree, or sod planted by the contractor as part of the landscape package that are alive as of the acceptance of the project and die after that acceptance are not the responsibility of the contractor.

Corrective Measure: None.

12-0-3 **Observation:** Grass seed does not germinate.

Performance Guideline: Germination is dependent on certain climatic conditions, which are beyond the contractor's control.

Corrective Measure: The contractor is only responsible for seeding per the supplier's instructions.

Discussion: After installation, proper lawn and landscape care are the owner's responsibility.

12-0-4 **Observation:** Outdoor plants moved during work die after substantial completion of the project.
Performance Guideline: Plants that must be physically transported during the work shall be moved, maintained, and replanted by the owner.

Corrective Measure: No action is required of the contractor.

Discussion: The contractor shall not be responsible for delays in the schedule when plants are moved by the owner.

Systems: First and Second Years
Plumbing System
-Coverage 1st and 2nd Year, Systems

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

Water Supply System

13-1-1 **Observation:** The water supply system fails to deliver water.

Performance Guideline: All on-site service connections to the municipal water main or private water supply are the responsibility of the contractor. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair the water supply system if the failure results from improper installation or failure of materials and if the connections are a part of the construction agreement. Conditions beyond the control of the contractor that disrupt or eliminate the water supply are not covered.

13-1-2 **Observation:** Pipes leak.

Performance Guidelines: No leaks of any kind shall exist in any soil, waste, vent, or water pipe.

Corrective Measure: The contractor will make repairs to eliminate leakage.

13-1-3 **Observation:** Water in plumbing pipes freezes, and the pipes burst.

Performance Guideline: Drain, waste, vent, and water pipes shall be adequately protected to prevent freezing as required by the applicable plumbing code for normally anticipated cold weather and in accordance with the de-sign temperatures established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE). *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will correct situations not meeting the applicable code. The owner is responsible for draining or otherwise protecting pipes and exterior faucets exposed to freezing temperatures.

Discussion: Leaks occurring due to owner's neglect and consequential damage are not contractor's responsibility. The owner is responsible to maintain suitable temperature in the home to prevent pipes from freezing and bursting. Homes which are periodically occupied such as summer homes, or where there will be no occupancy for an extended period of time must be properly winterized or periodically checked to insure that a reasonable temperature is maintained.

Sanitary Sewer or Septic System
-Coverage 1st and 2nd Year, Systems

13-2-1 **Observation:** Septic system fails to operate properly.

Performance Guideline: Septic system shall function adequately during all seasons, under climatic conditions normal or reasonable anticipated (based on local records) for the location of the home. Septic system shall be designed and installed to comply with applicable, approved code requirements.

Corrective Measure: Contractor will repair, or otherwise correct, a malfunctioning or non operating system, if failure is caused by inadequate design, faulty installation, or other cause relating to actions of the builder or contractors or subcontractors under the contractor's control. Contractor will not be responsible for system malfunction or damage which is caused by owner negligence, lack of system maintenance, or other causes attributable to actions of the owner or other owner's contractors, not under the control of the contractor, including, but not necessarily limited to: the addition of fixtures, items of equipment, appliances or other sources of waste or water to the plumbing system served by the septic system; and damage, or changes, to the septic system installation or surrounding soil conditions critical to the system's functioning.

13-2-2 **Observation:** Sewers, fixtures, or drains are clogged.

Performance Guideline: Sewers, fixtures, and drains shall drain. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will not be responsible for sewers, fixtures, and drains that are clogged because of the owner's actions or negligence. If a problem occurs, the owner should consult the contractor for corrective action. If defective installation is the cause, the contractor is responsible for correcting the problem. If the owner's actions or negligence is the cause, the owner is responsible for correcting the problem.

Discussion: With respect to septic systems, owner actions that constitute negligence under this guideline include but are not limited to the following:

- Connection of sump pump, roof drains, or backwash from a water conditioner into the system.
- Placement of nonbiodegradable items into the system.
- Use of a food waste disposer not supplied or approved by the contractor the contractor.
- Placement of surfaces not permeable to water over the disposal area of the systems.
- Allowing vehicles to drive or park over the disposal area of the system.

- Failure to pump out the septic tank periodically, as required.
- Use, which exceeds the system's design standards.

Heating, Ventilating and Air Conditioning (HVAC) System
–Coverage 1st and 2nd Year, Systems

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

Heating System

14-1-1 **Observation:** The heating system is inadequate.

Performance Guideline: The heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local, outdoor winter design conditions as specified in the ASHRAE Handbook: Fundamentals. National, state, or local energy codes shall supersede this performance guideline where such codes have been locally adopted. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will correct the heating system to provide the required temperature in accordance with the performance guideline or applicable code specifications. The contractor will re-balance a warm air system once during the first heating season. However, the owner will be responsible for balancing the system thereafter and for adjusting dampers and registers and for making other minor adjustments.

Discussion: For new living spaces created by remodeling jobs, heating guidelines may not apply to areas where living space has been created without resizing the HVAC system.

Central Air-Conditioning System

14-2-1 **Observation:** Cooling of rooms is inadequate.

Performance Guideline: If air-conditioning is installed by the contractor, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions as specified in the ASHRAE Handbook: Fundamentals. In the case of outside temperatures exceeding 95 degrees Fahrenheit, the system shall keep the inside temperature 15 degrees Fahrenheit cooler than the outside temperature. National, state, or local codes shall supersede this guideline where such codes have been locally adopted. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will correct the cooling system to provide the required temperature in accordance with the performance guideline or applicable code specifications. The contractor will re-balance an air-conditioning system once during the first cooling season. However, the owner will be responsible for balancing the system thereafter and for adjusting dampers and registers and for making other minor adjustments.

Discussion: For new living spaces created by remodeling jobs, heating guidelines may not apply to areas where living space has been created without resizing the HVAC system.

14-2-2 **Observation:** There is a refrigerant leak.

Performance Guideline: Refrigerant lines and fittings shall not leak during normal operation. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair leaking refrigerant lines and recharge the air-conditioning unit unless the damage was caused by the owner's actions or negligence.

Ventilation System
-Coverage 1st and 2nd Year, Systems

14-3-1 **Observation:** The ductwork is separated or detached.

Performance Guideline: Ductwork shall remain intact and securely fastened. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will reattach and secure all separated or unattached ductwork.

14-3-2 **Observation:** The ductwork makes noises.

Performance Guideline: Ductwork will be constructed and installed in accordance with applicable mechanical code requirements. When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "crackling" sounds generally are to be expected and do not constitute a defect. *Remodeling Specific: See Note at beginning of chapter.*
Corrective Measure: Unless the duct is not in compliance with the local code, no corrective action is required.

14-3-3 **Observation:** The ductwork produces excessively loud noises commonly known as "oil canning."

Performance Guideline: The stiffening of the ductwork and the thickness of the metal used shall be such that ducts do not "oil can." The booming noise caused by oil canning is considered unacceptable. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will correct the ductwork to eliminate noise caused by oil canning.

14-3-4 **Observation:** The air handler or furnace vibrates.

Performance Guideline: These items shall be installed in accordance with the manufacturer's instructions and applicable codes. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: If installed incorrectly; the contractor will correct the items according to the manufacturer's instructions and code requirements.

Discussion: Under certain conditions some vibrating may be experienced with the normal flow of air, even when air handlers and furnaces are installed correctly. See the manufacturer's instructions.

Electrical System
-Coverage 1st and 2nd Year, Systems

Note: Remodeling Specific: The contractor is responsible only for areas of the property worked on and specified in the contract, and not for the entire house.

15-1-1 **Observation:** Wiring fails to carry its designed load.

Performance Guideline: Wiring shall be capable of carrying the designed load for normal residential use. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will verify that wiring conforms to applicable electrical code requirements. The contractor will repair wiring not conforming to code.

15-1-2 **Observation:** Electrical outlets, switches, or fixtures malfunction.

Performance Guideline: All electrical outlets, switches, and fixtures shall operate as designed. *Remodeling Specific: See Note at beginning of chapter.*

Corrective Measure: The contractor will repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the contractor.

Major Structure
-Coverage through 6th Year, Material Defects

Load-Bearing Portions of the Home

16-1-1 **Observation:** The failure of any of the following load bearing portions of the home: foundation systems and footings, beams, girders, lintels, columns, structural walls and partitions, floor systems, and roof framing systems. (Note: load-bearing portions do not include, for example: roofing and sheathing, drywall and plaster, exterior siding, brick or stone or stucco veneer, floor covering material, wall coverings, non-load bearing walls and partitions, concrete floors in attached garages and basements that are built separately from foundation walls or other structural elements of the home, electrical systems, plumbing systems, heating or cooling systems, ventilation systems, appliances, fixtures and items of equipment, paint, doors and windows, trim, cabinets, hardware or insulation.)

Performance Guideline: The failure of these load-bearing portions of the home shall not affect their load bearing functions, making the home unsafe, unsanitary or unlivable.

Corrective Measure: The contractor will repair or replace the defective item(s), or will pay the owner the reasonable cost of such repair or replacement. The contractor's total liability is limited to the amount specified in the Limited Warranty. The choice as to repair, replacement or payment is solely that of the contractor.
Repair of defective item(s) is limited to (1) the repair of damage to the load-bearing portions of the home, which are necessary to restore their load-bearing function; and (2) the repair of those items of the home damaged by the material defect, which make the home unsafe, unsanitary or otherwise unlivable.

GLOSSARY OF COMMMON TERMS

AFCI (Arc Fault Circuit Interrupter) – A type of circuit breaker that is designed to reduce the likelihood of fire caused by electrical arcing faults.

beam – A structural member that transversely supports a load.

bifold doors – Doors that are hinged at the center and guided by an overhead track.

blocking – A solid, tight closure used between framing members.

breakline – A dividing point between two or more surfaces.

brick veneer – A non-structural outer covering of brick.

bridging – Wood or metal structural members between horizontal (joists) or vertical (studs) framing that provide lateral rigidity to the members to which applied.

bug holes – Pits, surface voids, and similar imperfections in a concrete wall. Bug holes generally are up to 1 inch wide or deep.

cantilever – Construction that is unsupported at one end and that projects outward from the site of the structure to carry loads from above or below.

ceiling joist – The horizontal structural members to which the ceiling is fastened. Some members may support a floor above.

checking – Cracks in wood.

chimney cap – A metal or masonry surface that covers the top portion of a chimney that prevents the penetration of water.

circuit – The complete path of electricity away from and back to its source.

circuit breaker – A device that automatically interrupts an electrical circuit when it becomes overloaded.

cold joint – A joint in poured concrete that indicates where the pour terminated and continued.

control joint – A joint that is molded or cut in concrete to allow for expansion and contraction and to attempt to control random cracking.

corner bead – A strip of wood or metal fastened over a corner for protection.

crawl space – An area under a home which is not a basement or cellar.

damper – A device used to regulate draft in a furnace or fireplace chimney.

dead spots – Areas below a carpeted surface where padding appears to be missing or improperly installed.

deflection – The amount a truss or beam bends under a load.

dew point – The temperature at which moisture in the air condenses into drops.

disturbed area – Any area adjacent to a dwelling where original vegetation has been altered or removed.

downspout – A pipe that carries rainwater from the roof to the ground or to a sewer connection.

drywall – Gypsum wallboard.

duct – A round or rectangular pipe used to transmit and distribute warm or cool air from a central heating or cooling unit.

eave – The lower or outer edge of a roof that projects over the side walls of a structure.

efflorescence – A white powder that appears on the surface of masonry walls. It is usually caused by moisture reacting with the soluble salts in concrete and forming harmless carbonate compounds.

finish flooring – The top flooring material that covers the subflooring surface; usually carpeting, hardwood, tile, vinyl, etc.

flashing – Strips of metal or plastic material used to prevent moisture from entering roofs, walls, windows, doors, and foundations.

floor joist – A horizontal framing member to which flooring is attached.

footing – A flange-like part at the base of a foundation wall which ties and distributes loads from the foundation into the ground and prevents shifting and settling.

foundation – That part of a building which is below the surface of the ground and on which the superstructure rests.

frost lift – A condition caused by water freezing and causing soil to expand, which can cause two overlying, adjoining surfaces to separate from each other. Frost lift sometimes occurs at the junction of a garage floor and driveway.

GFCI (Ground Fault Circuit Interrupter) – A type of circuit breaker that is extremely sensitive to moisture and changes in resistance to an electrical current flow. A GFCI protects against electrical shock or damage.

gypsum – Hydrous calcium sulphate mineral rock.

gypsum wallboard – See "drywall."

hardboard – A wood fiber panel with a density range of 50 to 80 pounds per cubic foot. It is made of wood fibers pressed into solid boards by heat and pressure.

hardwood – A term used to designate wood from deciduous trees (which lose their leaves annually).

header – A structural member placed across the top of an opening to support loads above.

hinge-bound – A condition of a passage or entry door where hinge function impedes proper operation.

holidays – Voids or inconsistencies in a finished surface.

honeycomb – Voids in a concrete wall that are larger than bug holes (see "bug holes").

HVAC – The abbreviation for Heating, Ventilating, and Air Conditioning Systems.

jamb – The side framing or finish material of a window, door, or other opening.

joist – An on-edge-horizontal lumber member, such as a 2x6, 2x8, 2x10, or 2x12, which spans from wall to wall or beam to provide main support for flooring, ceiling, or roofing systems.

junction box – A box that forms junctions between sections of house wiring.

lath – Any material used as a base for plastering or stucco surfacing.

lippage – The difference in surface alignment between two materials.

mortar – An adhesive and leveling material used in brickwork, stone, block, and similar masonry construction.

muntins – Strips of wood, metal, or plastic that divide a window into panes. Muntins can be installed within two pieces of glass or on the surface of the glass.

parging – A rough coat of mortar applied over a masonry wall.

pitch – The degree of incline in a sloped roof or structure.

plumb – A measurement of true vertical.

rafter – Structural members which shape and form the support for the roof deck and the roof covering.

raveling – A condition in which aggregate is loose from asphalt pavement.

register – A louvered device that allows air travel from the ducts into a room.

riser (stairway) – A vertical stair member that supports a tread.

riser (plumbing) – A water pipe that extends vertically one full story or more to convey water to branches or to a group of fixtures.

roof ridge – The apex of a roof system.

scaling – The flaking or peeling away of a surface portion of hardened concrete.

setting – The driving of a fastener flush or below the surface of a material.

shakes – Split wooden shingles that are random in thickness.

sheathing – The application of panels to the face of framing members. Also known as "decking."

shim – A thin, tapered piece of material (usually wood) that is used to adjust or provide support for a member.

sill – A framing member placed on top of and around a foundation to serve as a level base on which to support exterior wall studs.

slab – A concrete floor/surface.

soffitt – The enclosed under surface of an eave.

spalling – The breaking away of a small piece of concrete.

stair skirt – A finishing board that may cover the outside staircase edge.

stud – A vertical framing members.

subflooring – A floor decking material laid on top of the floor joists.

substantial completion of the project – A project has met substantial completion where the areas are functional for their intended use as stated by the contract (except for items noted prior to final presentation), and clean-up on the site has been completed.

sump pump – A pump that is installed in a crawl space, basement, or other low area to discharge water that might collect.

swale – A shallow depression in the ground that is used as a drainway for water.

telegraphing – A condition of a subsurface projecting through the finish material.

tread – A horizontal stair member. A tread is the part you step on when walking up or down stairs.

truss – An engineered assembly of wood or metal components that generally is used to support roofs or floors.

vapor retarder – Plastic film or other material used to limit the amount of moisture vapor that passes through a material or wall assembly.

warranty period – The duration of the applicable warranty provided by the contractor or any other period agreed to by the parties.

weather stripping – Material placed around doors, windows, and other openings to prevent the infiltration of air, dust, rain, etc.

INDEX

	Page
Air Conditioning	
(See Heating Ventilation & Air Conditioning Systems & Ventilation)	
Air Distribution	
(See Ventilation)	
Air Handlers	
(See Ventilation)	
Air Infiltration	
Doors, Windows & Outlets	42
Kitchen & Bath Fans	44
Asphalt, Driveway	
(See Driveways & Sidewalks)	
Asphalt Shingles	
(See Shingles)	
Attic	
Inadequate Ventilation	43
Vent or Louver Leaks	32
Basement	
Block Walls	5
Concrete Floor. Defects	4-5
Leaks	7
Poured Walls	6
Walls. Dampness	7
Beams	
Exposed Wood. Twisted or Bowed or Cupped	10-11
Wood. Sizing Fasteners and Spacing, Deflection	10
Wood. Split	10
Cabinets	
Alignment with Each Other	49
Cracks in Doors & Drawers	51
Door Alignment, Gaps & Shrinkage	51
Door or Drawer Binding or Not Staying Closed	50
Gaps at Ceiling or Walls	49
Stain	30
Warping	50-51
Carpet	
(See Floor Finishes, Carpet)	
Caulking	
Exterior Doors, Cracking and Peeling	18
Exterior Walls	14
Proper Leak Prevention	14
Central Air Conditioning System	
Inadequate Cooling	74
Refrigerant Leak	75
(Also See Heating Ventilation & Air Conditioning Systems & Ventilation)	
Ceilings	
Blown or Textured	56
Chimney	
Draws Improperly	65
Leaks Through Masonry Cap, Crown or Flashing	35
Separated from Structure	65
Columns	
Concrete Exposed, Bowed or Out of Plumb	9
Wood, Bowed or Out of Plumb	8
Wood, Split	10
Masonry, Out of Plumb	9
Steel, Out of Plumb	9
Concrete	
Basement Floors	4
Block Foundation Wall Defects	5
Footing Cracks	3
Garage Floors	67
Slab-Interior Movement at Joints	4
Stoops & Steps	66
Condensation	

Basement Floor and Walls	7
Crawl Spaces	7
Ducts and Air Handlers	44
Pipes and Fixtures	37
Window	42
Countertops	
Bubbles in Laminate or Solid	54
Delamination	51
Out of Level	52
Scratched Solid Surface	52
Surface Cracks or Chips	52
Tile Grout Uneven or Grout Lines Cracked	52-53
Cracks	
Asphalt Driveways	68
Cabinet Doors or Drawers	51
Concrete Block Wall	5
Concrete Floor	4
Concrete Footing	3
Countertops	51-54
Drywall	56
Exterior Door, Crack	18
Exterior Wall, Caulking	14
Fire, Brick or Mortar Joint	66
Granite, Marble, Stone or Solid, Defects	53-54
Interior Trim	49
Masonry and Veneer Siding	25
Poured Concrete Wall	6
Stucco Exterior Wall	27
Tile, Brick, Marble & Stone Flooring	64
Crawl Space	
Flowing or Trickling Water and Condensation	7
Inadequate Ventilation	43
Dampness	
Basement Walls and Floor	7
Decks	
Bleeding Nail Heads	70
Nail Heads Protruding	70
Out of Level	69
Railing Lacks Rigidity	70
Slivers & Railings	69
Spaces Not Uniform	69
Split, Warped or Cupped	69
Springy or Shaky, Deflection	68
Stain, Color Variation	70
Deflection	
Beam, Joists, Headers	9
Decks	68
Interior Stairs	47
Roof Ridge Beam	31
Wood I-joists, Floor Trusses	13
Doors, Exterior	
Caulking or Glazing Cracks	18
Gaps at Edges	19
Garage	67
Hardware or Kick Plate Tarnished	19
Plastic Moulding Melts	18
Sliding Patio, Not on Track or Rolling Smoothly	19
Sticks or Doesn't Shut	17
Swings by Force of Gravity	18
Warped	16
Wood Panels, Shrinkage or Splitting	17
Doors, Interior	
Bifolds Off Track	45
Edges Not Parallel to Jambs	46
Latches	46
Pocket, Rubbing	45
Rubbing on Jambs or Flooring	46

Swings by Force of Gravity	46
Warping	45
Wood Panel Shrinkage or Splitting	46
Drainage	
Grades and Swales	1
Heavy Rain Fall	1
Standing Water	1
Sump Pump Discharge Areas	1
Driveways & Sidewalks	
Asphalt Driveway Cracks	68
Standing Water Observed	68
Dry Wall	
Angular Joints Uneven	56
Corner Bead	55
Cracks	56
Excess Joint Compound	55
Joints. Protrude	55
Nail Pops. Blisters & Blemishes	54
Tape Blisters	55
Texture Not Matching	55
Trowel Marks	55
Electrical & Electrical System	
Appliance Cords Not Fitting 220 Outlet	40
Ceiling Fan Noisy or Vibrating	40
Coverage	39 & 76
Exhaust Fan Discharging to Attic	41
Fuses & Circuit Breakers	39
Light Fixture Tarnishes	40
Ground Fault & Fault Circuit Interrupters	39
Outlet Switches or Fixtures Malfunction	41 & 76
Receptacle & Switch Covers Protruding	40
Smoke Detector Chirps	41
Wiring Fails to Carry Loads	76
Erosion	
Soil	2
Fans	
Kitchen & Bath Air Infiltration	44
Fiberglass & Acrylic	
Plumbing Fixtures	38
Fireplaces & Wood Stoves	
Chimney Separated from Structure	65
Draws Improperly	65
Fire Box Paint Damaged by Fire	66
Fire Brick or Mortar Joint Cracked	66
Rust on Damper	66
Floor	
Concrete Basement Defects	4-5
Out of Level	12
Remodeling, Transition, Pitch	13
Wood Framing Systems Defects	9
Floor Finishes	
Coverage	58
Floor Finishes, Carpet	
Color Fade or Discoloration	59
Dead Spots in Padding	59
Loose	59
Seams	58
Stretching	59
Floor Finishes, Roll Vinyl and Resilient Tile	
Adhesion Lost	60
Bubbles	60
Depressions	59
Nail Pops	59

Patterns Misaligned	61
Seams Showing	60
Tiles Loose or Misaligned	61
Yellowing on Vinyl	61
Floor Finishes, Tile, Brick, Marble & Stone	
Broken or Loose	64
Cracks In Grouting	64
Grout or Mortar Joint Color	65
Lippage	64
Floor Finishes, Wood	
Cupping, Lippage and Voids	62
Crowned & Buckling	63
Gaps in Strip Hardwood Boards	61
Knots, Color Variations	63
Splinters, Slivers & Sticker Bum	63-64
Foundation	
Block Wall Defects	5
Coverage	2
Level	3
Poured Concrete Wall Defects	6-7
Square (out of)	2
Framing, Wood	
Columns	8
Coverage	14
Exposed Beam or Posts, Twisted, Bowed or Cupped	11
Floor Systems	9
Posts, Split	10
Roof, Beams, Rafters, Joists	31
Subfloor and Joists	11
Walls, Wood, Bowed	14
Walls, Wood, Out of Plumb	14
Wood I-joists Trusses, Deflection	13
Frost	
On Windows	42
Garage	
Cracked Floor Slab	67
Doors Fail to Operate Properly	67
Settled, Heave or Separated Floor	67
Snow or Water Entry	67
Glass	
(See Mirrors or Windows)	
Grades	
Standing Water	1
Determinations	1
Owner Maintenance	1
Ground	
Settlement	1
Gutters and Down Spouts	
Leaks, Overflows and Standing Water	36
Headers	
Wood, Sizing Fasteners and Spacing, Deflection	9
Heating Ventilation & Air Condition System (HVAC)	
Cooling of Rooms Inadequate	74
Coverage	74
Heating System Inadequate	74
Ice	
On Roofs	32
On Windows	42
Insulation	
Insufficient Walls	15
Interior	

Coverage	45
Interior Climate Control	
Air Infiltration Doors, Windows & Outlets	42
Coverage	42
Joists	
Wood, Sizing Fasteners and Spacing, Deflection	9
Wood, Squeaks or Loose	11
Landscaping	
Coverage	71
Erosion	2
Existing Trees and Shrubs Damage	2
Grass Seed Generation	71
Moving Existing Trees & Shrubs	71
Site Alterations by Owner	1
Tree Stumps in Disturbed Areas	71
Leaks	
Asphalt Shingles	32
Basement Wall and Floors	7
Chimney	35
Faucets	37
Gutters or Down Spouts	36
Exterior, Caulking Defects	14
Roof and Attic	31-32
Skylights	37
Stucco	28
Level (out of)	
Decks	69
Floors	12
Foundation	2
Mirrors	
Scratches	15
Backing Deterioration	16
Moisture	
(See Water)	
Molding	
(See Trim, Interior)	
Paint, Stain & Varnish Exterior	
Cabinets, Uneven Stain	30
Fading	30
Matching After Repairs	29
Mildew or Fungus	31
Overspray	30
Peeling, Flaking Deterioration	30
Varnish or Lacquer Deterioration	30
Paint, Stain & Varnish Interior	
Brush Marks	57
Coverage of Underlying Surface	56
Lap Marks	57
Repainting Due to Repairs	57
Resin Bleeding Through Trim	57
Spattering	56
Varnish or Lacquer Deterioration	57
Pitting and Spalling	
Concrete, Interior	4
Plumb (out of)	
Concrete Block or Poured Foundation Wall	5
Concrete Columns	9
Steel Columns	9
Wood Columns	8
Plumbing	
Coverage	37
Leaks and Noisy Pipes	37-38

Water Supply System Remodeling	37-38
Plumbing Fixtures	
Cracked or Chipped Surface	38
Defective	38
Fiberglass Tub or Shower Base	38
Leaking	37
Staining	39
Vanity Top	39
Plumbing System	
Coverage	72
Freezing & Bursting of Pipes	72
Noise	38
Pipes Leak	72
Water Supply	72
Posts	
Exposed Wood, Twisted or Bowed	11
Concrete Bowed or Out of Plumb	9
Wood, Split	10
Remodeling	
Air Infiltration	42
Alignment of Cabinets	49
Aluminum or Vinyl Lap Siding	23-24
Asphalt Shingle Alignment and Color Matching	33
Cabinets Do Not Meet Ceiling or Walls	49
Countertops Leveling	52
Door Edge Not Parallel and Swings by Force of Gravity	46
Doors Swing by Force of Gravity	46
Existing Shingles Showing Through New	35
Foundations	2-3, 6
Gaps at Exterior Door Edges	19
Lap Siding Not Parallel	20
Masonry or Brick Veneer Siding	26
Mirrors and Glass Surfaces	15
Plumbing Coverage	72
Roof Sheathing, Bowing and Waving	31
Stucco, Texture Matching	27
Wallpaper & Vinyl Wall Coverings	58
Windows, Inoperable	15
Wood Floors, Transition, Pitch	13
Roll Roofing	
Blistered	35
Water Standing	35
Water Trapped Under	35
Roll Vinyl Flooring	
(See Floor Finishes, Roll Vinyl)	
Roof Shingles	
Blown Off	32
Color Matching, Existing	33
Edges Curling, Cupping and Overhang	33
Holes From Construction Activity	34
Horizontal Alignment	33
Ice Buildup	32
Nailing	34
Roof Leaks	32
Shading, Shadowing, Surface Buckling	34
Roofs	
Attic Vents and Louvers, Leaking	32
Rafter or Ceiling Joints Bowing	31
Ridge Beam Deflected	31
Roll (see Roll Roofing)	
Sheathing, Bowing and Waving	31
Sanitary Sewer or Septic System	
Clogged Sewer Fixtures or Drains	73
Coverage	73
Improper Operation	73
Siding, Aluminum or Vinyl	
Bowing or Waving	22

Color Fading	23
Cut Crooked	24
Loose	23
Nails Under Window, Door or Eaves	24
Not Parallel With Eaves	23
Spaced for Mouldings	24
Trim Accessory Loose	24
Siding, Masonry and Veneer Board	
Bricks Spalling and Mortar Stains	26
Cement Board, Cracking or Chipping	25
Cement Board Fastening, Improper	25
Cracked, Masonry or Veneer	25
Efflorescence on Masonry or Mortar	26
Exterior Cut Bricks, Thickness Variation	25
Masonry or Brick Coarse Not Straight	26
Siding, Plywood and Veneer	
Bowing	22
Delamination	22
Joints Separation	22
Siding, Stucco and Parge	
Color Matching	27
Cracking Exterior Surface	27
Leaks	28
Rust Marks	28
Separation of Coating	28
Texture Matching	27
Visible Lathe	28
Siding, Wood and Manufactured	
Bowing	20
Face Nails Driven Below Surface	21
Lap Siding Not Parallel	20
Tongue and Groove Boards Buckled	21
Visible Edge Gap	20
Wood Shakes Have Bled Through	21
Site Work	
Coverage	1
Existing Trees & Shrubs	2
Grades & Swales	1
Soil Erosion	2
Slab	
Interior-Control Joints Movement	3
Surface Defects	4-5
Square (out of)	
Foundation	2
Subfloors	12
Stairs, Interior	
Gaps between Risers, Treads or Skirts	47
Railing Gaps & Lack of Rigidity	47-48
Squeaking	47
Tread Deflection	47
Stoops & Steps	
Settlement Heaving Separation	66
Water Remaining After Rain	66
Structure, Major, Load Bearing	
Coverage	77
Stucco	
(See Siding, Stucco and Parge)	
Subfloor	
Remodeling, Square and Level	12
Squeaks or Loose	11
Uneven or Out of Square	12
Out of Level	12

Sump Pump

Discharge Areas 1

Swales

Standing or Ponding Water 1
Site Drainage 1

Tile Resilient Flooring

(See Flooring, Roll, Vinyl & Resilient Tile)

Trim, Exterior

Bows and Twists 29
Cupping 29
Gaps between Elements 29
Splits in Trim Boards 29

Trim, Interior

Gaps at Joints 48
Hammer Marks 49
Inside Corners 48
Miter Edges 48
Nails, Setting and Holes 48
Resin Bleeding Through 57
Split, Cracks & Checking 49

Ventilation & Ventilation System

Air Flow Noise at Register 43
Air Handling or Furnace Vibration 76
Condensation Drain Line Clogged 44
Condensation on Ducts and Air Handlers 44
Ductwork Noises & Oil Canning 75
Ductwork Separated or Detached 75
Gaps at Vent or Register 43
Inadequate Attic or Crawl Space 43
Kitchen & Bath Fans Air Infiltration 44

Wall Finishes Interior

Gypsum Wall Board (See Dry Wall)
Lath & Plaster 54

Wallpaper & Vinyl Coverings

Patterns Mismatched 58
Peeling 58

Walls

Bowed Wood 14
Concrete Block Defects 5
Coverage, Wood Frame 14
Exterior, Leaks, Caulking 14
Foundation Squareness 2
Insulation, Insufficient 15
Poured Concrete Defects 6-7
Stucco, Exterior Defects 27-28
Wood Framed, Plumb 14

Water

Crawl Space Flowing or Trickling and Condensation 7
Condensation on Windows, Ice and Frost 42
Duct & Air Handlers Condensation 44
From Adjacent Property 2
Garage Door Penetration 67
Gutters and Down Spouts 36
Hammer 38
Leaks Basement 7
Moisture between Panes Double Glazing 43
Standing on Driveway 68
Standing on Flat Roof 35
Standing or Ponding 1
Stucco Water Penetration 28
Trapped Under Roll Roofing 35
Windows, Interior, Leakage 16

Windows

Difficult to Open or Close	15
Glass Broken, Screens Missing	16
Grids Fall Out, Out of Level	15
Moisture between Double Panes	43
Water, Ice & Frost	42
Water on Interior, Leakage	16

SCHEDULE D-2

TENDER OF ESCROW FORM

TENDER OF ESCROW DEPOSIT

Date: _____

Tender of Deposit of $_____, for Unit ____ at The Beacon at Garvies Point Condominium located at Garvies Point Road, Glen Cove, New York 11542.

Purchaser(s) named below has/have tendered on_____, 20__, the above escrow deposit to Sponsor/Selling Agent as a deposit for the above Unit.

Purchaser(s) _____
_____

Address of Purchaser(s) _____
_____

Phone number of Purchaser(s):

Home: _____
Business: _____

Social Security Number(s) or
Tax Identification Number(s)
of Purchaser(s) _____
_____

RECEIPT

The SPONSOR/SELLING AGENT of the above named property hereby acknowledges receipt of the above escrow deposit.

By: _____
_____
Title or Position

Date of Receipt: _____

SCHEDULE D-2

SCHEDULE D-3

FORM TO RELEASE ESCROW FUNDS

FORM FOR THE RELEASE OF ESCROW FUNDS

Date

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
9th Floor
East Meadow, NY 11554

Re: **The Beacon at Garvies Point Condominium**
Purchaser:
Residential Unit No.:

Dear Sirs:

You have been holding in a trust account my/our Deposit for the above-referenced Residential Unit in the amount of $_____ (the "Escrowed Funds"). I/we acknowledge that the closing of title to the Residential Unit has taken place on this date. Accordingly, Certilman Balin Adler & Hyman, LLP is hereby authorized to release the Escrowed Funds being held to whomever RXR GARVIES P1 BUILDING B OWNER LLC, as seller, so designates. In addition, Certilman Balin Adler & Hyman, LLP, as Escrow Agent, is hereby released from any and all liability or further obligation to us with respect to the Escrowed Funds.

Very truly yours,

_____
Purchaser

_____
Purchaser

_____
Sponsor's representative

SCHEDULE D-3

SCHEDULE D-4

WAIVER OF NOTICE OF CLOSING

WAIVER OF NOTICE OF CLOSING

STATE OF NEW YORK)
:ss.:
COUNTY OF)

_____, being duly sworn, does hereby depose and state:

1. I am the Purchaser of Unit # _____ at The Beacon at Garvies Point Condominium.

2. Pursuant to a Purchase Agreement dated_____, 20___, I am entitled to thirty (30) days' written notice of the Closing for my Unit.

3. I hereby waive the applicable notice provision contained in the Purchase Agreement and agree to close on _____, 20___.

_____
Purchaser

Sworn to before me this __ day
of _____ 20___.

_____
Notary Public

SCHEDULE D-4

SCHEDULE D-5

EXPRESS ASSUMPTION OF RISK

EXPRESS ASSUMPTION OF RISK

I/We _____ understand that by entering onto a construction site there are extraordinary risks of grave bodily injury and/or death. In consideration for being allowed to enter upon the premises herein, I expressly assume all risks associated with the construction site, including but not limited to:

1. Falling debris;
2. Falls associated with excavations, uncleared ice and/or snow incomplete sidewalks and roads and downed trees and/or bushes;
3. Injuries associated with incomplete construction;
4. Injuries associated with operating machinery;
5. Injuries associated with incomplete or no railings; and
6. Injuries associated with incomplete and/or insufficient lighting.

I/We _____ further agree to fully indemnify and hold harmless RXR GARVIES P1 BUILDING B OWNER LLC its members, managers, officers, directors, principals, shareholders, successors and assigns for any and all damage to any personal property.

_____

_____

SCHEDULE D-5

EXHIBIT D-6

SAMPLE SURETY BOND

Bond #_____("Surety Bond")
Penal Sum of this Surety Bond: $_____ ("Penal Sum")

KNOW BY ALL MEN BY THESE PRESENTS, that we:

_____, having its principal place of business at _____, as Principal, a _____ organized and existing under the laws of the State of _____ and authorized to conduct business in the State of _____ ("Principal"), and whereas Principal is the Sponsor of _____, _____and

ATLANTIC SPECIALITY INSURANCE COMPANY, a surety authorized and licensed to conduct business in the State of New York, having its principal office at 77 Water Street, 17th Floor, New York, New York 10005, as Surety ("Surety") wherein such aforesaid name and address of Surety is the name and address to which claims for payment may be made under this Surety Bond,

WHEREAS, the Principal as seller, has entered or will enter into Purchase Agreements for the construction of and sale of condominium units in the condominium known as _____.

WHEREAS, said Purchase Agreements provide for down payments in the Penal Sum.

WHEREAS, said Purchase Agreements contain various terms and provisions which control the rights, privileges and duties of the Principal with respect to said down payments.

NOW THEREFORE, THE CONDITION OF THIS BOND IS SUCH, that if the Principal shall well and truly carry out and conform to the terms and provisions of said contracts, as and only as such terms and provisions relate to the down payments, then this bond shall be null and void, otherwise to remain in full force and effect.

This bond shall be in full force and effect until the earliest to occur of (a) passage of title to the aforesaid homes to Purchaser, or (b) default of the Purchaser under the contracts and lawful and proper cancellations of the contracts by the Principal pursuant to the terms of the Offering Plan for the sale of the homes.
are held and firmly bound unto:
[Name of Purchaser] _____,
residing at
_____,
("Purchaser-Obligee"),
being the purchaser(s) of **Condominium Unit #**_____ in _____, _____pursuant to a Purchase Agreement **dated** _____, **201**____,

for the Condominium Unit wherein Principal agreed to sell and Purchaser-Obligee agreed to purchase the Condominium Unit, in the sum equal to the Down Payment paid by Purchaser-Obligee pursuant to the Purchase Agreement in the amount of _____ (**$**_____) **dollars** (the "Down Payment" or "Secured Funds"), which is secured by this Surety Bond in lawful money of the United States of America for which payment well and truly to be made we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

The rate of interest to accrue on the funds deposited by Purchaser-Obligee is: none.

Term of this Surety Bond. This Surety Bond will continue in effect or will be renewed periodically until (i) consummation and closing of the sale of the Condominium Unit where the Down Payment which is secured by this Surety Bond is released to Principal, or (ii) until the secured funds of Purchaser-Obligee have been returned in full, or (iii) until the funds secured by this Surety Bond have been placed in any escrow account maintained by Escrow Agent until (a) there is an undisputed Purchaser-Obligee default or (b) a final, or a final, non-appealable order or judgment of a court that the Purchaser-Obligee has defaulted and that the Principal is entitled to the secured funds.

Escrowed Funds. The Down Payment shall be released by the Escrow Agent to the Principal upon receipt by the Escrow Agent of a copy of this Surety Bond issued to the Purchaser-Obligee.

Delivery of a Copy of This Surety Bond. The Surety or Escrow Agent shall mail or personally deliver a copy of this Surety Bond to the Purchaser-Obligee before the Down Payment is released to the Principal from any escrow account.

Retention of Copies of This Surety Bond. The Principal, the Escrow Agent and the Surety shall each retain a copy of this Surety Bond.

Compliance with Applicable Rules and Regulations of the New York State Department of Law. Surety shall abide by directives in conformity with the provisions of the Escrow Regulations contained in 13 NYCRR §20.3 promulgated by the Department of Law pursuant to Section 352-e (2-b) and 352-h of the General Business Law of the State of New York.

Surety's Liability. In no event shall the liability of the Surety hereunder exceed the penal sum of this bond. No party other than the Obligee shall have any rights hereunder as against the Surety.

Signed, Sealed and dated this _____, 2016

Surety:
ATLANTIC SPECIALITY INSURANCE COMPANY

By:_____
Name:
Title: Attorney-in-Fact

Signed, Sealed and dated this _____, 2016

Principal:

By:_____
Name:
Title: Authorized Person

SCHEDULE E

POWER OF ATTORNEY

POWER OF ATTORNEY

I/(We) residing at _____the owner of Residential Unit No. ____in the condominium known as The Beacon at Garvies Point Condominium (the "Condominium") covering that certain real property located in the City of Glen Cove, Nassau County and State of New York, do hereby nominate, constitute and appoint the Board of Managers of the Condominium, in care of RXR GARVIES P1 BUILDING B OWNER LLC, 625 RXR Plaza, Uniondale, New York 11556 and its successors and/or assigns, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf to acquire, in its own name, or in the name of its designee, by deed on behalf of all owners of Residential Units in the Condominium, any Unit whose owner desires to abandon its Unit, or which shall be the subject of a foreclosure sale or which may be acquired by deed in lieu of a foreclosure sale, at such price and on such terms as my said attorneys-in-fact shall, in its sole discretion, deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Unit so acquired, at such terms as my attorneys-in-fact may, in its sole and absolute discretion, determine, granting to my attorneys-in-fact the power to do all things in such Unit which I could do if I were personally present.

I/(We) do further hereby nominate, designate, constitute and appoint the Board of Managers of the Condominium and its successors and/or assigns, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf, to take any and all action necessary against any tenant(s) that may be residing in my Residential Unit including, but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium.

I/(We) do hereby further irrevocably nominate, constitute and appoint the Board of Managers of the Condominium and its successors and/or assigns, my true and lawful attorneys-in-fact coupled with an interest in my name and on my behalf to vote at any Residential Unit owners meeting for, and to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units, as built, and to amend any Filed Map or amending such Declaration to create any utility easements or to carry out any of the provisions of the Offering Plan of the Condominium and the Declaration of Condominium.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, I/(we) have set my/(our) hand(s) and seal this ___ day of _____, 20__.

_____

SCHEDULE E

STATE OF NEW YORK)
:ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__, before me, the undersigned a Notary Public in and for said state, personally appeared _____ _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is 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 on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE F

FORM OF DEED

DEED

THIS INDENTURE made the ___ day of _____ , 20_____ between RXR GARVIES P1 BUILDING B OWNER LLC, a Delaware limited liability company authorized to do business in the State of New York, having an office in care of 625 RXR Plaza, Uniondale, New York 11556, "Party of the First Part", and _____, residing at _____, "Party of the Second Part";

WITNESSETH:

That the Party of the First Part, in consideration of Ten ($10.00) Dollars, lawful money of the United States, and other good and valuable consideration, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs, successors and/or assigns of the Party of the Second part forever,

ALL that certain plot, piece or parcel of real property, with the improvements erected thereon, situate, lying and being a condominium unit located in the City of Glen Cove, Nassau County and State of New York, and designated as Residential Unit No. _____ in the condominium known as The Beacon at Garvies Point Condominium (the "Condominium"), said Residential Unit designated and described in the Declaration of Condominium, made by RXR GARVIES P1 BUILDING B OWNER LLC, establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act"), dated _____ and recorded in the Office of the Clerk of Nassau County on _____in Liber_____and Page_____ and as shown on the Floor Plan of the Condominium prepared and certified by _____ and filed with the Office of the Clerk of Nassau County on _____as Map No. _____.

TOGETHER with an undivided _____% interest in the Common Elements of the Condominium.

The premises within which the Residential Unit is located is more particularly bounded and described as follows:

(PROPERTY DESCRIPTION)

BEING AND INTENDED TO BE part of the same premises conveyed to the Party of the First Part by deed made by _____, dated _____, and recorded in the Office of the Clerk of Nassau County, on _____ as Liber _____, Page_____.

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, regulations and easements all as set forth in the documents with respect to the Condominium filed and recorded as aforesaid.

SUBJECT TO: The provisions of the Declaration, By-Laws, site plan and floor plans of the Condominium, as the same may be further amended from time to time by instruments recorded or filed in the Office of the Clerk of Nassau County, which provisions, together with any amendments thereto, shall bind any person having at any time any interest or estate in the Residential Unit as though such provisions were recited at length herein.

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs, successors and/or assigns of the Party of the Second Part forever.

AND the party of the First Part covenants that the party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Party of the First Part, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for purpose of paying the cost of the improvement before using any part of the total of the same for any other purposes.

The use for which the Residential Unit is intended is that of a one family residence, subject to the applicable governmental regulations and zoning requirements, and the restrictions contained in the Declaration, By-laws and Rules and Regulations of the Condominium.

SUBJECT TO: covenants, restrictions, reservations, waivers, agreements and easements of record.

This conveyance is made in the regular course of business actually conducted by the Party of the First Part.

The word "Party" shall be construed as if it read "Parties" whenever the sense of this Indenture so requires.

IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed, the day and year first above written.

RXR GARVIES P1 BUILDING B OWNER LLC

By:_____
, duly authorized agent

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE G

DESCRIPTION OF PROPERTY
(Specifications)
AND
BUILDING CONDITION

ARCHITECT'S AND ENGINEERS' REPORT
DESCRIPTION OF PROPERTY AND PROPOSED BUILDING
GARVIES POINT, BUILDING B, CONDOMINIUM
April 21, 2017

(a) *Location and use of property.*

(1) Address: Garvies Point Road, Glen Cove, New York. The building number has been requested from the City of Glen Cove, New York.

(2) Lot number: Lot: 1B.
Tax Lot: 13.

(3) Zoning: Marine Waterfront District 3.

(4) Permissible uses: Residential and parking.

(5) Landmark status: None.

(b) *Status of Construction:*

(1) Sponsor anticipates that construction of the project will begin in the third quarter of 2017 and reach substantial completion in the second half of 2019. Sponsor further anticipates that the first temporary certificate of occupancy will be issued prior to the second half of 2019 unless delayed by weather, strikes, lockouts, acts of God, shortages of or inability to obtain materials, equipment, or labor; governmental restrictions or preemption, damage by fire or the elements, or any other cause over which the sponsor has no control.

(2) Class of Construction:
The residential building is classified in Residential Use Group R-2 with a Type IIA (non-combustible) construction classification with the parking structure classified in Use Group S-2 with a Type IA (non-combustible) construction classification and will conform to the applicable regulations of the 2010 Building Code of the State of New York.

(3) Certificate of Occupancy: After the completion of construction the Sponsor will apply for Temporary Certificate of Occupancy for the building from the City of Glen Cove. The Sponsor will obtain a Temporary Certificate of Occupancy for the portion of the building that includes residential units prior to closing.

(4) Permit numbers and description of work done:

- The Sponsor has filed Garvies Point Waterfront Redevelopment Phase 2 Site Plan on or about February 10, and received approval on March 7, 2017.
- The Sponsor has filed Garvies Point Waterfront Redevelopment Phase 2 Site Plan Building B on or about June 16, 2016 and received approval on March 7, 2017.
- The Sponsor has filed Building B Construction Documents with the City of Glen Cove on or about September 28, 2016 with the City and anticipates approval by second quarter of 2017.

(c) *Site.*

ARCHITECT'S AND ENGINEERS' REPORT
DESCRIPTION OF PROPERTY AND PROPOSED BUILDING
GARVIES POINT, BUILDING B, CONDOMINIUM
April 21, 2017

(1) Size: The lot B subdivision of the approved Amended PUD Master Development Plan is approved as 3.83 acres.

(2) Number of buildings and use: There will be one 5-story building with stair and elevator bulkheads.

(3) Streets owned or maintained by the city: The Building B site has approximately 594 feet of frontage on the adjacent Garvies Point Road and includes curb cuts for the building and service entries. (By PS&S Engineering, PC)

(i) Paving: The street (Garvies Point Road) is paved with asphalt topping and will be reconstructed as part of the Garvies Point Road Roadway Improvements project.

(ii) Curbing and Sidewalks: The curbs and curb cuts will be concrete and meet the requirements of the City of Glen Cove. The sidewalks along Garvies Point Road will consist of poured concrete over gravel.

(iii) Catch basins and drainage: The street (Garvies Point Road) is pitched to drain through catch basins that are located at low points, to drain the stormwater runoff into the drainage structures of the storm system which are located in the public right-of-way.

(iv) Street lighting: Street lighting along the public streets (Garvies Point Road) is provided pole mounted LED site lighting fixtures.

(v) Fire hydrants: There are several fire hydrants located along the adjacent Garvies Point Road in the vicinity of Building B. These new hydrants are being installed by the City of Glen Cove as part of the Garvies Point Road Roadway Improvements project. In addition, there is one hydrant being installed along Road D, adjacent to the public park, east of Building B.

(vi) As part of the Building B project, the aforesaid items have been designed to be in conformance with local fire district and the requirements of the City of Glen Cove.

(4) Drives, Sidewalks and Ramps, owned or maintained by the project. (By PS&S Engineering, PC)

(i) Drive and Entry Plaza Paving: The construction of the service driveway for Building B includes an asphalt wearing course, an asphalt binder course, an asphalt base course and a compacted subbase. The construction of the main drop off / entry plaza includes pavers on a reinforced concrete base. The indoor parking garage floor will consist of reinforced concrete slab.

(ii) Curbing and Sidewalks: The curbs and the sidewalks will be concrete. The main entry plaza will consist of concrete or pavers.

(iii) Catch basins, drainage: The grade slopes away from the building, providing positive drainage. Under current plans, this site will be graded to conduct stormwater away from the building. Catch basins are located at low points, adjacent to the building to collect and drain the storm water runoff into the drainage structures of the storm system which are located either on-site or in adjacent public areas.

(iv) Drive and Entry Plaza lighting: Pole mounted LED site lighting fixtures will be located along the western entry drive as well as the main entry plaza.

(v) As part of the Building B project, the aforesaid items have been designed to be in conformance with the requirements of the City of Glen Cove.

(d) *Utilities.* (By Cameron Engineering)

(1) Water and Sewer: Water service will be provided by the Glen Cove Water District and sewer service will be provided by the Nassau County Department of Public Works. The Home Owners Association and the Condominium Association will bill individual unit owners for this cost on an apportioned basis as part of the HOA and Condominium common charges. Sewer usage fees for the residential units and the common areas will be billed / paid directly by individual unit owners as part of their real estate taxes, based on property assessment value.

(2) Gas: Natural gas for heating, cooking, fireplaces, clothes dryers, etc., will be provided by National Grid and each residential unit will be separately metered in central locations and billed to each unit owner separately. The cost of the natural gas consumed in the common elements of the condominium building and fireplaces in the Clubhouse and other amenity space and on the site will be separately metered by National Grid and billed to the Home Owners Association and the Condominium Association. Unit owners will pay their proportionate share of such costs as part of their Homeowners Association and Condominium Association common charges.

(3) Electricity: Electricity will be provided by PSEG Long Island. PSEG will provide up to (3) meters for the building. Each Unit will be digitally sub-metered by Quad - Logic or an approved equal sub-metering company for usage within such Unit. The Condominium Association will bill each Unit for such Unit's allocable share of electricity consumed within the Condominium's common areas as a common expense. The Homeowners Association will bill each Unit for such Unit's allocable share of electricity consumed within the Home Owners Association common areas (such as site lighting, guard house, amenities spaces, etc.) as a common expense.

(4) Telephone: Telephone service is expected to be provided by Verizon Communications, Cablevision Long Island or another service provider. A minimum of one (1) service outlet for voice, data, and video services will be provided in each unit. Every residential unit owner will be required to pay their associated telephone charge and activation charge if required. The telephone charges with respect to the public areas of the each condominium building (such

as the concierge's desk, maintenance offices, etc.) and the Home Owners Association common areas (such as the amenities spaces and security) will be borne by the unit owners as a common expense.

(5) Television and Internet: Television and internet service will be provided by: Retail supply to be purchased/billed and billed between the individual unit owners and retail suppliers. Distribution for the above services will be provided to the property through the Main Distribution Frame (MDF) room located in the garage level which will feed the Intermediate Distribution Frame (IDF) rooms located at the garage level. A minimum of one (1) service outlet for voice, data, and video will be provided in all living rooms, master bedrooms, and kitchens.

(e) *Sub-soil Conditions.* ((e.1) by Soil Mechanics Drilling Corp.; (e.2) by P.W. Grosser Consulting, Inc.; (e.3) by E&LP Engineering and Land Planning; (e)(1) by DeSimone Consulting Engineers; (e)(2) by IB&A Consultants; (e)(3) by PS&S Engineering, PC)

(.1) The subsurface conditions encountered at proposed Building B as described in boring logs prepared by Melick Tully generally consisted of a surficial layer of topsoil underlain by fill. The fill consisted of loose to dense silty sands and stiff clayey silt and silty clayey soils. The fill often contained varying amounts of gravel, and various construction debris including brick, concrete, wood, and glass fragments. The fill extended to depths of approximately 8 to 17 feet below grade.

The fill was generally underlain by organic silt and peat, with the exception of two of the soil borings where a distinct organic layer was not encountered. The organic soils and peat were estimated to be very soft to stiff in consistency, 2 to 11 feet thick, and extended to depths of about 12 to 30 feet beneath the existing surface grades.

The fill and/or organic silt and peat were further underlain by interlayered sand, silty sand, silty gravel, silty clay and clayey silt. The sand, silty sand and silty gravel soils were typically estimated to be loose to dense in relative density, while the silty and clayey soils were estimated to be very soft to hard in consistency. The soils contained minor amounts of cobbles and boulders, and the clayey and silty soils typically encountered pieces of lignite. The SPT blow counts typically increased with depth, indicating that the soils became more dense/stiff with increasing depth. These soils extended to the maximum depths explored in the soil borings.

(.2) The Garvies Point Condominium will be constructed on the property located south of the western end of Garvies Point Road in Glen Cove, New York. It is bounded by the Glen Cove Creek to the south, the Garvies Point beach to the west, Garvies Point Road to the north, and the Glen Cove Angler's Club to the east. Beginning in the late 1950s and continuing until approximately the late 1970's, the property was predominantly used for municipal, commercial and/or industrial purposes.

ARCHITECT'S AND ENGINEERS' REPORT
DESCRIPTION OF PROPERTY AND PROPOSED BUILDING
GARVIES POINT, BUILDING B, CONDOMINIUM
April 21, 2017

Under the supervision of the United States Environmental Protection Agency ("USEPA"), New York State Department of Environmental Conservation ("NYSDEC") and the New York State Department of Health ("NYSDOH"), certain contamination on the property has been remediated as described in the May 2016 Amended Record of Decision ("AROD") for NYSDEC Site #130032 and USEPA Region 2 Li Tungsten Superfund Site Remedy Modification.

Given residual soil and groundwater contamination of the property, certain engineering and institutional controls are required for the property. The controls are embodied in a Site Management Plan(s) ("SMP"). The engineering controls for the property include a cover system for the soil and a sub-concrete slab depressurization system for soil vapor. The institutional control is a recorded Environmental Easement which limits the use of the property to "restricted residential use" and requires the maintenance and monitoring of the engineering and institutional controls.

A soil vapor mitigation system has been incorporated into the building design. This system will be installed in all areas where the first level of the building is enclosed. The system will not be installed in areas where the first level of the building is open to outside air, such as the garage. The soil vapor mitigation system will consist of the building foundation underlain by a vapor barrier layer underlain by an active sub-slab depressurization system which channels naturally occurring soil gases from beneath the building to the atmosphere through ducts that exhaust above the roof level. The soil vapor mitigation system will be operated, maintained, and monitored (OM&M) by a professional engineer licensed in the State of New York. Typical OM&M will include periodic inspections of the system components (building slab, exposed piping, mechanical systems, system alarms, etc.), performance of repairs, and periodic testing. An annual certification will be submitted by a professional engineer licensed in the State of New York affirming that the system is functioning properly.

The restricted residential use precludes the use of ground water, gardening and farming, and any future activities that may disturb the controls put in place for the property. The restricted uses of the property are listed in Section 3.2 of the SMP which can be obtained by contacting the NYSDEC or upon request from Sponsor or the selling agent. These restrictions on the property will always be required as will maintenance of the cover system for the soil. The sub-concrete slab depressurization system for soil vapor will be required until such time as DEC determines they are no longer necessary.

To ensure the restricted residential use of the property, the SMP requires the submittal of annual reports to NYSDEC certifying that the engineering and institutional controls are being maintained and monitored. Periodic Review Reports will be prepared annually starting sixteen months after receipt of the Certificate of Completion, as specified in Section 7.2 of the SMP. The report must represent that: (i) the property is being operated and monitored in accordance with the SMP; and (ii) there are no changes to the controls/ restrictions on the property. The need for annual reports will not term innate, absent written approval of NYSDEC.

The SMP requires a monitoring plan to assess the performance and effectiveness of the remedy, including, but may not be limited to: (i) groundwater monitoring wells to assess the performance and effectiveness of the remedy; (ii) a schedule of monitoring and frequency of submittals to the NYSDEC; and monitoring for vapor intrusion for any occupied existing or future buildings developed on the site, as may be required by the Institutional and Engineering Controls.

In the May 2016 AROD, NYSDEC declared the selected remedy is protective of public health and the environment, complies with State and Federal requirements that are legally applicable or relevant and appropriate to the remedial action to the extent practicable and is cost effective. The NYSDOH also accepted the remedy and concurred with the NYSDEC that the selected remedy for the site is protective of human health. If there any changes or improvements on the property, NYSDEC must be notified in writing.

In our professional opinion based upon: (i) the sampling, testing and reports provided to PWGC and/or in PWGC's possession; (ii) the existing site conditions as represented in the SMP and AROD; (iii) the proposed construction; and (iv) the remediation undertaken and engineering controls to be employed in strict accordance with the SMP, including, but not limited to, the installation of cover and vapor mitigation systems, the selected remedy should be protective of human health given the current state of knowledge regarding health effects and the environment. Further, post development, the property will have been successfully cleaned to currently acceptable New York State and Federal standards if the construction and any further remediation is completed in strict accordance with the SMP.

(.3) As required by the Site Management Plan (SMP) approved by the New York State Department of Environment Conservation (NYSDEC), a composite soil vapor mitigation system (SVMS) has been incorporated into the design of the building. The system is composed of a vapor barrier to prevent the migration of vapors into the building along with a subsurface venting system to capture and exhaust vapors. The vapor barrier is a high-performance flexible SBS elastomeric bitumen waterproofing membrane with a non-woven polyester reinforcement, with a topside coated with engineered carbon dioxide crystals and a coated underside covered with a thermofusible plastic film. The venting system is a low profile vent system that captures vapors in the sub slab and exhausts them above the roof line of the building. The system is effective in preventing vapors from entering the building through the combination of these two parts. The barrier limits the vapor's ability to enter the building while the venting system exhausts the vapors that collect below the barrier. This composite barrier system is also the most effective way at preventing vapors from entering the building as it combines multiple types of barriers.

(1) The foundation is supported on concrete filled tapered steel shell piles and it is not anticipated that uneven foundation settlement will occur.

(2) Membrane waterproofing extends under the entire ground level slab in all areas.

(3) The ground floor is two feet above the elevation of the current adopted 100-year flood hazard area elevations as provided by FEMA on their Map Number 36059C0107G, last revised September 11, 2009. While the portion of the project site where the Building is proposed to be located is situated in Zone "X", areas determined to be outside the 0.2% annual chance floodplain, the portion of nearby Glen Cove Creek along the proposed Building frontage has a FEMA designated base flood hazard area elevation of 14 (NAVD 88). The lowest habitable finished floor elevation of proposed Building is elevation 16.5 (NAVD 88), 2.5 feet higher than the base flood elevation.

(f) *Landscaping and Enclosures.* (By MPFP PLLC)

(1) Grass cover: Lawn areas will be sodded with regionally appropriate turf-grass to match what is being used in the adjacent public space.

(2) Plantings: Planting beds and raised plantings on structure will include but are not limited to ornamental grasses, perennial groundcovers, non-invasive vines, and deciduous and evergreen shrubs.

(i) Entry Court: ornamental grasses, perennial groundcovers, and evergreen shrubs.
(ii) West Garden Court (shared): ornamental grasses in central viewing garden.
(iii) Pool terrace courtyard: all residents have access to the pool terrace and connecting stairs with planted slope containing ornamental grasses, perennial groundcovers, non-invasive vines, and deciduous and evergreen shrubs.
(iv) Roof terraces
(a) Unit 1316: ornamental grasses, non-invasive vines, and evergreen shrubs.
(b) Unit 1324: ornamental grasses, non-invasive vines, and evergreen shrubs.
(c) Unit 1319: evergreen shrubs.
(d) Unit 1317: non-invasive vines and evergreen shrubs.
(e) Unit 1315: non-invasive vines and evergreen shrubs.
(f) Unit 1311: non-invasive vines and evergreen shrubs.
(g) Unit 1301: non-invasive vines and evergreen shrubs.
(h) Unit 1305: non-invasive vines and evergreen shrubs.
(i) Unit 1309: evergreen shrubs.
(j) Unit 1310: non-invasive vines and evergreen shrubs.
(k) Unit 1308: non-invasive vines and evergreen shrubs.
(l) Unit 1306: non-invasive vines and evergreen shrubs.
(m) Unit 1304: non-invasive vines and evergreen shrubs.
(n) Unit 1326: non-invasive vines and evergreen shrubs.
(o) Unit 1330: non-invasive vines and evergreen shrubs.
(p) Unit 1334: non-invasive vines and evergreen shrubs.
(q) Unit 1336: non-invasive vines and evergreen shrubs.
(r) Unit 1335: evergreen shrubs.
(s) Unit 1331: non-invasive vines and evergreen shrubs.

(t) Unit 1337: non-invasive vines and evergreen shrubs.
(u) Unit 1341: non-invasive vines and evergreen shrubs.
(v) Unit 1348: ornamental grasses, non-invasive vines, and evergreen shrubs.
(w) Unit 1342: ornamental grasses, non-invasive vines, and evergreen shrubs.

(3) Trees: Trees will include but are not limited to flowering ornamental, shade, and evergreen trees including:

(i) Ground floor planting on the front half of the building including the service drive, front façade, and drop-off areas:
(a) Deciduous trees of the following sizes:
(i) 12' height = 21 each
(i) 3" caliper = 18 each

(ii) Ground floor planting on the rear half of the building including the east-, west-, and south-facing facades as well as the sloped garden along the south-facing stairs:
(a) Deciduous trees of the following sizes:
(i) 10' height = 19 each
(ii) 3" caliper = 10 each

(iii) Pool Terrace Court planting:
(a) Deciduous trees of the following sizes:
(i) 10' height = 16 each

(iv) West Garden Court planting including private terraces and the shared viewing garden:
(a) Deciduous trees of the following sizes:
(i) 10' height = 14 each

(4) Fencing: Painted metal fence fence along south end of pool terrace. Painted metal fence between unit terraces.

(5) Gates: Painted metal lockable gates will be located in the south pool terrace fence in the area located at the beginning of the exterior stair leading to the public park; a painted metal, lockable gate will be located at the fence separating the public and private property near the base of the exterior stair; a painted metal, lockable gate will be located at the top of the exterior stair at the western end of the first level garden terrace.

(6) Garden walls: Green screen landscape walls at ground floor along portions of the west- and south-facing façades as well as on the northern portion of the east-facing façade. Green screen landscape walls on deck on rooftop unit terraces.

(7) Retaining walls: concrete retaining walls will be used on the north side of the building between the building and the sidewalk and on south side of the building adjacent to the stairs leading up to the pool terrace.

(8) Display pools and fountains: None

(9) Irrigation: All plant beds, sedums, and lawn areas will be fully irrigated. This will be accomplished in plant beds with drip irrigation and in sedum and lawn areas using spray

irrigation. The irrigation system on the ground floor utilizes captured stormwater as its primary water source, only switching to metered water once all stormwater has been depleted. Irrigation systems located on the terraces and rooftop will utilize metered water as their sole source.

(g) *Building Size.*

(1) Total height: The total height of the Building, measured from the baseline 0 elevation datum that is elevation 17 feet -0 inches (18 inches above the highest point along Garvies Point Road) to the highest point of the main flat roof slab at elevation of 81 feet – 10 inches is 64'-10". The roof of the stair bulkheads that serve the individual penthouse units will extend approximately 9'-5" above the main roof slab.

(2) Crawl spaces: None

(3) Number of sub-cellars and cellars: None

(4) Number of floors: The condominium building will be 5 stories above grade.

(5) Except in certain areas with dropped ceilings, the floor to ceiling heights of the residential units on floors are as follows:

Floor 2: 12'-0" in living spaces, 9'-0" in kitchens except unit no. 1001,1003, 1004, 1009, 1010, 1011, 1013, 1016, 1019, 1022, 1024, 1025, 1029, 1035, 1036, 1042, 1045, 1048 with 12'-0" ceiling, 9'-0" in bathrooms and corridors.

Floors 3 & 4: 10'-0" in living spaces, 9'-0" in kitchens except unit no. 1104, 1204, 1109, 1209, 1110, 1210, 1116, 1216, 1119, 1219, 1122, 1222, 1124, 1224, 1125, 1225, 1127, 1227, 1129, 1229, 1132, 1232,1135, 1235, 1136, 1236, 1142, 1242,1145, 1245, 1148, 1248 with 10'-0" ceiling, 9'-0" in bathrooms and corridors.

Floor 5: 9'-10" in living spaces, 9'-0" in kitchens except unit no. 1304, 1309, 1310, 1316, 1319, 1322, 1324, 1325, 1327, 1329, 1332, 1335, 1336, 1342, 1345, 1348 with 9'-10" ceiling, 9'-0" in bathrooms and corridors.

(6) Equipment rooms: Height from the top of the roof slab to the top of the elevator bulkhead roof slab is 5'-6".

(7) Parapet: Brick and EFIS faced parapet with metal coping. Additionally, there will be a 42 inch high painted steel guardrail around the perimeter of the roof.

(h) *Structural System.* (1st paragraph only by DeSimone Consulting Engineers; (h)(4)(i)(b), (h)(7)(i)(a) by IB&A Consultants; (h)(9)(i) to (ii) by MPFP PLLC; (h)(12), (h)(13) by Fortune Shepler Saling INC)

ARCHITECT'S AND ENGINEERS' REPORT
DESCRIPTION OF PROPERTY AND PROPOSED BUILDING
GARVIES POINT, BUILDING B, CONDOMINIUM
April 21, 2017

(1) The first level (slab on grade) of the 5 story building is 10" thick 6000 psi reinforced concrete. The first level columns and walls are reinforced concrete supported on reinforced concrete foundation and concrete filled tapered steel shell piles. The second floor is 18" thick 10000 psi reinforced concrete. The upper level slabs are composite concrete and metal deck, supported by loadbearing cold formed steel members. The lateral loads due to wind and seismic effects will be resisted by light-frame cold formed steel walls with bracing. The structural design of the foundations and superstructure will be in accordance with the New York State Building Code, including latest amendments and all regulations for wind and seismic loads.

(i) Walls: Exterior wall assemblies will have insulation values in compliance with the Energy Conservation Code of New York State and meet the requirements of the Building Code of New York State.

Grade level parking exterior walls: Parking podium walls to be cast in place concrete with12 inch reinforced concrete.

Grade level lobby enclosure: Painted aluminum storefront system, windows and brick masonry wall. The storefront and window units will be fixed type with a one year warranty on labor and materials, similar or equal to Kawneer model 1600.

Second level pool terrace storefront system: Painted aluminum storefront or window units with insulated glass. The storefront and window units will be fixed type, except at the terrace doors, similar or equal to Kawneer model 1600, with a one year warranty on labor and materials.

Typical exterior brick Walls: Face brick with air space, semi rigid mineral wool insulation and limestone color EIFS trim, liquid applied air and water barrier membrane, exterior grade sheathing on cold formed structural steel stud back up wall with mineral wool insulation and painted gypsum wall board interior facing.

Balcony walls: Painted metal panel, air space, semi rigid mineral wool insulation, liquid applied air and water barrier membrane, exterior grade sheathing on cold formed structural steel stud back up wall with mineral wool insulation and painted gypsum board interior facing.

Roof terrace privacy walls: 8 inch reinforced concrete masonry units with stucco, similar or equal to Sto Powerwall.

Glass bulkhead walls: Painted aluminum storefront system. Storefront and window units will be fixed type, except at the terrace doors, similar or equal to Kawneer model 1600 veneer system, with a one year warranty on labor and materials.

Other roof bulkhead walls: 8 inch reinforced concrete masonry units with liquid applied air and water barrier membrane, semi rigid mineral wool insulation and painted aluminum panel.

(ii) Windows: Painted aluminum frames with insulated glass units. Casement type of window units will be operable and fixed type with a one year warranty on labor and materials. Windows will be designed to meet the requirements of the Energy Conservation Code and the Building Code of New York State. Exterior sills to be EIFS. There will be no window washing equipment provided.

(2) Parapets and Copings: Brick and EIFS faced with metal coping.

(3) Chimneys and Caps: There will be fire place and boiler flues which will be terminated pursuant to NYS Flue gas code as well as per the corresponding manufacturer installation instructions. The flues shall be constructed in accordance with the manufacturer recommendations as it relates to materials. At the termination a rain cap shall be provided. There will be two steel trash chutes enclosed in 2 hour masonry construction, accessible on each residential level.

(4) Balconies and terraces. Balconies to be structured with two-way reinforced concrete and will have a painted metal channel perimeter. 42" high painted steel guards will be provided at the perimeter edge.

(i) Deck finish
- *(a)* Balconies: PMMA non-slip traffic coatings
- *(b)* Terraces (by MPFP PLLC)
  - (i) Private terraces in the west terrace will have wood-pattern precast pavers and painted metal dividers by the neighbors' terraces.
  - (ii) The west-facing private terrace on the south side of the building will have precast pavers, painted metal dividers by the pool deck and contain a planter.
  - (iii) South-facing private terraces on the east end of the building will have precast pavers and painted metal dividers by the neighbors' terraces.
  - (iv) The pool deck area will have porcelain pavers with areas beyond the pool deck containing precast pavers and will contain planters.
  - (v) Rooftop private terraces will have porcelain pavers and will contain planters and green screens.

(ii) Balustrade: painted steel balustrade around entire balcony open end perimeter.

(iii) Railings:
- *(a)* Balconies: Painted steel railing along the entire open end of typical balcony.
- *(b)* Terraces: Painted steel railing at the perimeter of the roof terraces; railing detail at the south end of the unit terrace at southeastern corner of the pool area; railing detail at the eastern end of the northeastern unit terraces.

(iv) Copings: metal.

(v) Soffits: Painted aluminum panel system, EIFS system.

(vi) Doors to balconies and terraces: Painted extruded aluminum frames with insulated glass units. The door units will be provided with a one year warranty on labor and materials. Doors will be designed to meet the requirements of the Energy Conservation Code and the Building Code of New York State.

(5) Exterior entrances.

(i) Exterior doors and frames:

Lobby: Painted extruded aluminum frames with insulated glass units. The door units will be provided with a one year warranty on labor and materials, similar or equal to Kawneer model 1600. Exterior entrances to be master keyed with mechanical or electronic locks.

Vehicular Entrance doors: Bi-folding, painted steel frames with inset panels, similar or equal to Door Engineering and Manufacturing model GT100.

(ii) Revolving door and frame: Painted aluminum frames with monolithic glass doors, similar or equal to Crane Revolving Doors model SS 4000. Doors to be provided with weather stripping to minimize air infiltration.

(iii) Exterior stairs: Exterior stair to pool terrace to be cast in place concrete with painted steel guard and handrails. Exterior access stair to west garden area to be cast in place concrete with painted metal railings.

(iv) Railings: Painted steel picket type railings. Painted steel lockable gates will be located in the south pool terrace fence in the area located at the beginning of the exterior stair leading to the public park; painted steel, lockable gate will be located at the fence separating the public and private property near the base of the exterior stair; painted steel, lockable gate will be located at the top of the exterior access stair at the western end of the first level garden terrace.

(v) Mail boxes: Mailboxes for each resident to be located in a separate room adjacent to entrance lobby at the first level. Mailboxes to be approved for use by the U.S. Postal Service and to be front-loading type with numbering to correspond to residential unit numbers.

(vi) Lighting: walkways and terraces to be provided with exterior grade lighting including bollard, pole and wall mounted LED fixtures.

(6) Service entrances.

(i) Doors and frames: to be painted hollow metal. Vehicular service entrance door to be painted steel overhead coiling type.

(ii) Exterior stairs: a cast in place concrete stair within the locked fenced area surrounding the emergency generator and transformers leading from grade to the west garden area.

(iii) Railings: painted metal

(7) Roof and roof structures.

(i) Type of Roof: (by IB&A Consultants)

(a) Material:

Terrace roof system with pavers: the roofing system membrane will be cold fluid-applied fully reinforced membrane roofing as Alsan RS system manufactured by Soprema, Inc. or similar with insulation and porcelain pavers.

Main roof system with roof garden: the roofing system membrane will be cold fluid-applied fully reinforced membrane roofing as Alsan RS system manufactured by Soprema, Inc. or similar fully adhered to the concrete substrate with filter fabric, water retention layer, root barrier protection board top soil and all other components of a complete roof garden roofing system.

Bulkhead roof at terrace stairs: roofing will be cold fluid-applied fully reinforced membrane roofing as Alsan RS system manufactured by Soprema, Inc. or similar fully adhered to the concrete substrate.

Bulkhead roof at egress stairs and roofing in mechanical and service areas: roofing to be SBS Modified Bitumen Roofing membrane over insulation, similar or equal to Soprema Torch Applied Fire Rated Granulated Elastophene Modified Bitumen roof membrane.

(b) Insulation: Roof insulation at roof terraces, garden roof, and other IRMA conditions to be extruded polystyrene insulation board, Styrofoam Plaza Deck brand as manufactured by Dow Chemical or similar. Roof insulation at egress stair bulkhead, mechanical and service area SBS Modified Bitumen Roofing to be Polyisocyanurate board or composite polyisocyanurate board as manufactured by Owens Corning. The R value of the roofing system shall meet all requirements of the New York State Energy Conservation Code and the requirements of the Building Code of New York State

(c) Surface finish: precast concrete or porcelain pavers; green roof vegetation.

(d) Bond or guarantee: The roofing systems shall have a ten year manufacturer's warranty from the date of initial installation.

(e) Flashing materials including counter flashing: Metal cap and base flashing.

(ii) Drains:

(a) Location, material and type: Roof drains will be provided in all roof locations. Roof drains to be cast iron.

(b) Gutters and leaders: None.

(iii) Skylights: None

(iv) Bulkheads:

(a) Stairs: Face brick, air space, semi rigid mineral wool insulation, liquid applied air and water barrier membrane, on 8-inch concrete masonry unit back up wall.

(b) Elevator: Stucco finish over 2-inch rigid insulation, liquid applied air and water barrier membrane, on 8-inch concrete masonry unit back up wall.

(c) Other: N/A

(v) Metal work at roof levels:

(a) Exterior, metal stairs: None

(b) Vertical Ladders: painted steel

(c) Railings: painted steel protective railings and posts will be installed at roof levels

(d) Hatches to roof: None

(e) Other: N/A

(vi) Rooftop facilities: Lightning protection has been provided at the roof.

(8) Fire escapes: None

(9) Yard and courts.

There are three courts: the main entry court which is the vehicular entrance as well as the main lobby entrance; the pool terrace courts which houses the pool; western garden courts which houses the larger intensive green space surrounded by unit terraces.

(i) Paving.

Entry court: paving materials include cast-in-place concrete at the garage entrances and entrance to Garvies Point Road; brick pavers in the vehicular areas and precast concrete pavers in pedestrian areas.
Pool court: paving materials include precast pavers and porcelain pavers.
Western garden court: the "shared" portion of the viewing garden will include a maintenance-only accessible area with precast concrete pavers, all other "shared" portions will be planted.

(ii) Drainage.
Entry court: water will be conveyed via sheet drainage to catch basins.
Pool court: pavers and deck will allow water to drain to the slab drains in the sloped slab below. Water will be able to pass through weep holes in planter walls. Planted areas will have additional surface drains allowing overflow water to escape to the slab below.
Western garden court: pavers will allow water to drain to the slab drains in the sloped slab below. Water will be able to pass through weep holes in planter walls. Planted areas will have additional surface drains allowing overflow water to escape to the slab below.

(iii) Railings: Painted steel railings at the south end of the pool terrace; painted steel at the western end of the private terraces that surround the western garden courtyard.

(iv) Stairs: cast in place concrete stairs leading to the western garden courtyard

(v) Fencing: Painted metal at the south end of the property at the border with the park.

(vi) Walls: brick unit masonry, EFIS, storefront and residential windows.

(10) Interior stairs.

(i) Number of stairs of each type: There are six interior egress stairs which extend from the Ground Floor to the Fifth Floor; two extend to the roof. These stairs are steel pan from the Second Floor to the roof and cast-in-place concrete from the First Floor to the Second Floor. There are interim steel stringer stairs with wood treads and a steel cable & post guardrail in the following Penthouse Units on the Fifth Floor to access private rooftop terraces: 1301, 1304, 1305, 1306, 1308, 1309, 1310, 1311, 1315, 1317, 1319, 1316, 1324, 1326, 1330, 1331, 1334, 1335, 1336, 1337, 1341, 1342, 1348. There is a interim steel stringer stair with travertine treads and a glass guardrail in the Lobby. All stair construction to be fully compliant with the 2010 NYS Building Code.

(ii) Enclosure: Wall construction enclosing the interior egress stairs to be 2 hour rated CMU or cast-in-place concrete for Second Floor and above. Stair wall and slab construction to be 3 hour rated at the First Floor.

(iii) Stair construction: Egress stairs will be metal pan or concrete stair construction.

(iv) Stringers: Concrete or Steel

(v) Treads: Concrete, stone or wood

(vi) Risers: Concrete or steel pan

(vii) Handrails, Guard Rails & Balustrade: Railings to be painted steel picket and pipe type provided to meet the requirements of the 2010 New York State Building Code.

(11) Interior Doors and Frames.

(i) Unit Entrances & Interior Doors: Entrance doors and frames to each residential unit to be rated, painted hollow metal and with closer, chime, and viewing portal. All fire rated entrance doors to carry a rating label as required and meet the requirements of the 2010 Building Code of New York State. Unit interior doors to be solid core wood doors with painted hollow metal frames.

(ii) Corridor Doors and Frames: All corridor doors and frames to be painted hollow metal. All fire rated doors to carry a rating label as required and meet the requirements of the 2010 New York State Building Code.

(iii) Stair hall doors and frames: All stair doors and frames to be painted hollow metal. All fire rated doors to carry a rating label as required and meet the requirements of the 2010 New York State Building Code.

(iv) Roof doors, basement doors and frames: Bulkhead doors and frames at egress stairs and Ground Level back of house doors and frames to be painted hollow metal. All fire rated doors to carry a rating label as required and meet the requirements of the 2010 New York State Building Code.

(12) Elevators (by Fortune Shepler Saling INC)

(i) Number of passenger and service elevators: There will be four (4) passenger elevators serving the residential apartments with a capacity of 3,500 Pounds per elevator. All elevators will serve as combination passenger & service. Elevators are arranged in core groups with two in the eastern core and 2 in the western core.

(ii) Manufacturer and Capacity: ThyssenKrupp Synergy, Otis Gen2, Kone Monospace or equal.

a) Passenger/Service Elevators: 3,500 Pounds capacity at 200 FPM.

(iii, iv) Type of operation for each elevator, type of controls: Elevators will be fully automatic type landing control system with Fireman's Service override. Each elevator group will have a hall call station flush mounted in the elevator lobby wall between the elevators,

and a direction indicator and audible signals as per code. Operation will be duplex selective-collective.

(v) Floors served: All Passenger/Service elevators will stop at floors 1 through 5.

(vi) Type: Elevators will be machine-room-less traction elevators.

(vii) Doors: Passenger/Service elevator doors will be automatic single-speed, side-slide opening doors.

(viii) Location of controller rooms: The controller rooms will be located on the 5th floor adjacent to the hoistway at the top landing.

(ix) DC motor: N/A

(x) AC motor-generator set: AC, variable voltage, variable frequency permanent magnet motor will be manufactured by ThyssenKrupp, Otis, Kone or equal.

(xi) Other: A one (1) year elevator warranty maintenance contract will be provided covering all Building B elevators for service, parts and labor from the date of final acceptance.

(13) Elevator cabs (by Fortune Shepler Saling INC)

(i) Kind: As manufactured by ThyssenKrupp, Otis, Kone or similar manufacturer.

(ii) Floor: Stone tile.

(iii) Walls: wood and metal paneling.

(iv) Ceiling: metal paneling.

(v) Lighting: Recessed low-voltage down-lights.

(vi) Alarm, safety system: Alarm shall comply with local building code

(i) *Auxiliary facilities.*

(1) Laundry Rooms:

(i) Location and number of rooms: There is no common laundry. A washer/dryer will be provided in each residential unit.

(ii) Clothes washers: Each unit has one electric, front loaded washer.

(iii) Clothes dryers: Each unit has one electric, front loaded dryer.

(iv) Room ventilation: Make up air will be provided into the unit from the main ERVs located on the roof.

(v) Dryer ventilation: Individual dryers will be vented to the roof utilizing a common fan system.

(2) Refuse disposal: The residential building is provided with a refuse disposal system consisting of a vertical chute in a centrally located trash room at every floor. Trash room will be ventilated and air conditioned

(i) Incinerators: None.

(ii) Compactors: There will be two (2) compactors servicing the residential units, similar or equal to Metropak MC-4000" by Metropolitan, located in the trash room at the first floor.

(iii) Initial storage location: Refuse will be taken from the refuse collection room located in the Ground Level for pick up by a private carting company.

(iv) Pick-up schedule and provider: Refuse removal will be made by a private carting company.

(j) *Plumbing and drainage*. (By Cameron Engineering)

(1) Water supply: Water will be supplied by dedicated domestic water service from Glen Cove Water District.

The water mains are manufactured from ductile iron.

The water pressure for domestic water servicing the condominium is provided by street pressure from the Glen Cove Water District located in the street at the property line. Domestic water booster pumps are provided to feed domestic water to the condominium. There are no on-site storage tanks.

(2) Fire protection system: There is a fire sprinkler system in the subject premises as required by and pursuant to the Fire Code of New York State.

A wet sprinkler system will be installed. The sprinkler mains and branch piping are manufactured from CPVC or schedule 40 exterior galvanized steel.

Water will be supplied by a dedicated fire water line connected to the service water line from Glen Cove Water District main located on Garvies Point Road. Required pressure will be provided by a fire pump. RXR to provide hydro test results so final sizing can be confirmed.

Sprinkler riser and floor control valves are located in stairs on each floor. Separate riser is provided for trash chute.

When more than one smoke alarm is required to be installed within an individual dwelling unit, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

(i) Standpipes: Standpipes will be constructed of black iron and will be located in the egress stairs.

(ii) Hose racks, hoses and nozzles: Hose valves will be provided at fire standpipe locations in the stair enclosures.

(iii) Sprinkler heads: A wet pipe sprinkler system will be provided throughout the Residential buildings including interiors of units and amenities space. A dry pipe sprinkler system will be provided throughout the parking garage. The fire sprinkler systems will be in conformance to the Fire Code of New York State, NFPA 13, and the requirements of the Office of the Nassau County Fire Marshal, and other applicable codes.

(iv) Siamese connection: Siamese connections are located at the front sides and rears of the condominium building and as required by the Nassau County fire marshal. A dry horizontal standpipe will be provided for the condominium building with Siamese connections located in front, sides and at the rear of the building.

(3) Water storage tank(s) and enclosures.

(i) Number, type, location of each: N/A

(ii) Material: N/A

(iii) Access to tank: N/A

(iv) Capacity: N/A

(4) Water pressure and how maintained: Domestic water is provided by the Glen Cove Water District. Pressure will be provided from the local water utility system and domestic water booster pumps.

Sprinkler system pressure will be provided by street pressure. Standpipes are manual type.

(5) Sanitary sewage system. Sanitary sewage system is a gravity system, connected to street sewer main.

(i) Sewage piping: Sewer piping material is of cast iron, standard weight above grade and below grade.

(ii) Sewage pumps: There will be a sewer ejector pump unless sewage can be routed by gravity.

(iii) Sewage disposal: The sewage system carries both waste and sanitary sewage from each apartment unit. Sewage is carried by gravity to local Nassau County sanitary sewer system.

(6) Permit(s) required: Installation and tie-in permits will be obtained by the plumbing and sprinkler contractors.

Builder to retain the service of an architect or engineer for controlled inspection for borings, sub-grade, drywell installation, concrete, concrete test cylinders, concrete design mix, structural steel, sprinkler, mechanical ventilation and fire-stopping, all in accordance with the requirements of the Building Code of New York State

(7) Storm drainage system: Gravity roof drainage from roof drains to storm water drainage lines discharging into the on-site irrigation collection chambers. The roof storm drainage system is adequate to carry runoff without ponding. Water is disposed of by drains located in all paved areas to the on-site storm sewers conveyance system.

(i) Catch basins and yard drains: The roadway network will be equipped with catch basins. Storm water runoff on lawn area will be captured via field inlets.

(ii) Roof drains: Cast iron roof drains are connected with storm piping to the on-site irrigation collection chambers.

(iii) Piping: Site Drainage piping will be high density polyethylene plastic (A.D.S. Pipe).

(iv) Eject or sump pumps: There will be ejection or sump pumps where necessary

(v) Backflow preventers: The building is equipped with an approved backflow preventer on the incoming domestic water service and fire water service. These devices are located within the main water service of the building

(k) *Heating.* (By Cameron Engineering)

(1) Heating and distribution of domestic hot water and whether capable of providing peak required services: Exterior heating design temperatures are based on ASHRAE Weather Data for LaGuardia Airport, namely 13 degrees F. dry bulb winter design day; 92 degrees F. dry bulb and 74 degrees F. coincident wet bulb summer design day. Indoor design conditions are based on Table 302.1 of the Energy Conservation Construction Code of New York State, namely 70

degrees F. in the winter and 75 degrees F. in the summer. Heaters are sized to accommodate peak flow demand.

All exterior metals and fasteners shall be corrosion resistant.

Each Residential Unit will be provided with a gas-fired furnace with a split-system DX coil. The DX condensing unit will be located on the roof.

The Homeowners Association will be responsible for regular maintenance of the above-mentioned equipment. Replacement of the equipment or any part of the equipment beyond the warranty period will be the responsibility of the unit owner.

Common lobbies and entrances to each building from the walkways will be heated by ducted hot air distribution system from gas-fired rooftop equipment. All exterior rooftop equipment to have corrosion resistant exterior components.

(2) Number of gas-fired water heaters and description: Each apartment unit will have (1) dedicated instantaneous gas fired domestic hot water heater located within the mechanical closet or as located by the architectural design.

(3) Manufacturer and age of gas-fired water heaters: The new instantaneous gas fired domestic hot water heaters provide domestic hot water for the individual residential units will be model number NPE-210S as manufactured by NAIVIEN or equal. The water heaters and controls will be new. The noise emission rating shall be NC 30.

(4) Manufacturer and age of burners: Burners will be internal to the boilers as part of the complete boiler package by the boiler manufacturer. The boilers and burners will be new.

(5) Type of controls: Controls are low-voltage electric type, utilizing seven day programmable thermostats in accordance with the Energy Conservation Construction Code of New York State.

(6) Radiators, piping, insulation, valves, pumps: Radiators and hydronic baseboard units will not be provided.

(7) Fuel: Natural gas is supplied to each unit and connected to burners via shut-off valves. Gas supplied from National Grid gas main at high pressure is metered individually for each apartment. Gas distribution piping is steel pipes with malleable iron fittings. High pressure is not yet confirmed.

(8) Location: The gas lines enter the building at the parking garage level.

(9) Capacity of oil tank: There is no oil tank on the premises except the sub-base fuel tanks for the emergency generators. Testing and Balancing, Operations Manuals Testing and balance report and Operations Manuals shall be provided by sponsor.

(10) HVAC terminal unit sizing was determined via a combination of the building facade (orientation weighted by the percentage of glass vs. non-transmissive materials (concrete, steel, and etc.), internal square footage of the unit and the number of bedrooms (which per NYS code defines population). This calculation was conducted on a unit by unit basis consistent with the method outlined within ASHRAE fundamentals.

(l) *Gas supply.* (By Cameron Engineering)

(1) Type: Natural gas supplied by National Grid at high pressure. The buildings will be provided with natural gas service for roof top units, boilers, water heaters, cook tops, clothes dryers and fireplaces.

(2) Meters: Natural gas is metered through individual meters located in an internal meter room — one for each condominium unit. Common area gas meters will be provided for common area heating equipment and fireplaces.

(3) Piping: The size of the gas service is to be determined. The size of the gas risers is to be determined.

(m) *Air conditioning.* (By Cameron Engineering)

(1) Type of system: Split systems and self-contained, single or multi-zoned rooftop package air conditioning systems will be provided to cool common areas such as machine rooms, support areas, service and residential corridors, entrance lobbies, and the fitness center. Units shall be specifically designed for outdoor rooftop applications and include a corrosion resistant weatherproof cabinet, including fasteners.

Exterior heating design temperatures are based on ASHRAE Weather Data for LaGuardia Airport, namely 13 degrees F. dry bulb winter design day; 92 degrees F. dry bulb and 74 degrees F. coincident wet bulb summer design day. Indoor design conditions are based on Table 302.1 of the Energy Conservation Construction Code of New York State, namely 70 degrees F. in the winter and 75 degrees F. in the summer.

(2) Central system: The condominium building will have (7) seven rooftop mounted makeup air units with gas heating and electric cooling to provide cooling, heating and ventilation to service corridors, amenity spaces and other common areas. Each condominium unit will draw off this makeup air via ducted connections to compensate for the exhaust systems (toilet, kitchen, dryer) in use. The corridors will be pressurized as required by code.

(3) Cooling towers, condensers: There are no cooling towers. The apartments are served by individual condensers units mounted on the roof. Each condensing unit is sized based on load calculations as described

(4) Individual units covered by the offer: Each Residential Unit will be provided with a gas-fired furnace with a split-system DX coil. The condensing unit will be located on the roof.

(5) HVAC terminal unit sizing was determined via a combination of the building facade (orientation weighted by the percentage of glass vs. non-transmissive materials (concrete, steel, and etc.), internal square footage of the unit and the number of bedrooms (which per NYS code defines population). This calculation was conducted on a unit by unit basis consistent with the method outlined within ASHRAE fundamentals.

The Homeowners Association will be responsible for regular maintenance of the above-mentioned equipment. Replacement of the equipment or any part of the equipment beyond the warranty period will be the responsibility of the unit owner

(n) *Ventilation.* (By Cameron Engineering)

Residential kitchens will be provided with range hoods containing exhaust fans discharging into a vertical riser with booster fans on the roof. Residential toilet and bathrooms will be provided with an exhaust system consisting of a roof top exhaust fans connected to multiple vertical risers for such zones ducted to the roof. Residential Laundry rooms will be provided with a vertical exhaust duct connection point to a vertical riser ducted to the roof with a roof mounted exhaust fan. Building ventilation to be provided by roof-mounted ventilation units directly ducted into each residential unit. Sound power rating of equipment not to exceed 100db. The parking garage will have a carbon monoxide detection system that will modulate the exhaust fans. Makeup air will be provided to the garage by intake fans and areaways.

(o) *Electrical system.* (By Cameron Engineering)

Only copper wire will be used for branch wiring. Lighting circuits will be 20 amp minimum. Appliance and air-conditioning circuits will be 20 amp.

(1) Services from main service switchgear: The site electrical distribution system will consist of a looped primary feeder system. The feeder system will comprise two underground primary electric circuits for supplying utility owned transformers. There will be a separate meter servicing and obligating to the condominium owners for common service public spaces. Condominium common Meter is located in the lower level garage of each building.

(2) Service to individual units: Electrical power to the individual residential units will be from electronic meter centers located on each floor level via conduit and cable risers. Quad-logic or approved equal sub-metering vendor will supply the sub metering services. Electric service to each residential unit will be 150 amp single phase/3 wire at 120/208v.

(3) Compartment switch gear: Condominium Electrical meters and switchboard are located in cellar level (garage) in Main electrical room. The building will have dedicated electrical risers to (2) electrical closets on each floor. These risers will be used to connect residential unit load centers via distribution panels as well as common area electrical distribution equipment. All switchgear and standby power equipment will be located in the garage level Main electrical

room. Standby power distribution equipment includes multiple automatic transfer switches and emergency distribution boards.

(4) Unit service, adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwasher and dryers: Residential units will be provided with electric panels of the circuit breaker type. The equipment will be rated to comply with the National Electrical Code and takes into account all equipment provided in the Residential Units such as personal computers, air conditioning equipment, microwaves, dishwasher, washing machines, and clothes dryers.

(5) Adequacy:

(i) Service - average number of circuits per apartment and capacity to handle modern appliances - specifically air conditioners, dishwasher and electric dryers: The electrical service provided is adequate for a full complement of modern appliances. Power circuits will be provided in each residential unit as required by code. Arc Fault Circuit Interrupters (AFCI) will be provided within residential units. Tamper resistant receptacles will be provided in apartment units.

Exterior receptacles will be provided with weatherproof point of use covers.

3-way switching will be provided as programed by the architect lighting design.

The building will have a 1.5 to 2.0 KW diesel emergency standby generator that will provide backup power to life safety loads & back-up whole building loads except the outside air unit compressors which will be locked out when generator is in operation.

The emergency generator (at its closest point) is located 10 feet horizontally away from nearest residential unit with a one story vertical separation between the generator and the nearest unit. The generators are 50 feet long x 8.5 feet wide x 11 feet high. The exact locations horizontally as well as vertically and exact equipment unit dimensions must be verified and confirmed by site/civil, Handel Architects and Cameron engineering.

(ii) Lighting and fixtures: Outside fixtures shall be waterproof type.

Switched lighting fixtures will be provided in bathrooms, foyers, and kitchens. Fixtures will be incandescent, LED, halogen or fluorescent type in the kitchens. A switched receptacle will be provided in rooms without ceiling lighting fixtures

All lighting will be connected to the backup generators to operate in the event of a power failure.

(iii) Convenience outlets, appliance outlets: Receptacles will be provided in all rooms in accordance with the National Electrical Code. All appliances will be connected to dedicated circuits or shared circuits denoted as small appliance branch circuits. Ground

fault interrupters will be provided as required by code. Tamper resistant receptacles are specified in the dwelling units. Weatherproof receptacles with outdoor point of use receptacles will be utilized in outdoor/pool areas. Three-way switches electrical circuits are designed as per the architect plans.

(p) *Intercommunication and/or door signal systems.* (By Cameron Engineering)

Telephone, Internet, Cable-Telephone, Internet and Cable will be fed from the Minimum Point of Entry (MPoE) and distributed through a series of conduits and sleeves to the Main Distribution Frame Rooms (MDF) and Intermediate Frame Rooms (IDF) located in common areas. Each residential unit will be provided with access to voice, data, and video services through wiring from the nearest associated IDF closet. Wiring will be installed in each Residential Unit to enable the Unit Owner to obtain telephone and television service at the Unit Owner's expense and / or services provided by the condominium association or the homeowners association.

Each residential unit will be provided with basic telecommunication services from the nearest associated Intermediate Frame Room (IDF). There will be a stand-alone intercom system to afford the residential unit owner a direct access communication system to the lobby and associated areas of the property. This system may utilize a phone-like device installed near the front entrance of each residential unit.

Closed circuit television cameras will be employed to monitor certain common areas with remote viewing available by security personnel. Monitoring of said cameras will be designed to cover the immediate area within view of the cameras but will not necessarily cover all of the area involved. Access to the individual units will be by mechanical or electronic keyed locking hardware.

(q) *Public area lighting.*

Residential building corridors will be lit as required by code by surface mounted wall fixtures or recessed ceiling fixtures. Fixtures will be fluorescent, incandescent, or LED. Service corridors, lobbies, and stairs will be lit with surface mounted fluorescent fixtures and shall be illuminated according to code requirements for egress and emergency lighting. Emergency lighting will be powered by the emergency generators. Landscaped walkways and sitting/play areas will be lit to emphasize specific site features.

(r) *Garage and Parking Area.*

Automobile access to the parking area in the ground floor is by means of a central courtyard driveway as shown on the attached Site Plan. There will be no fewer than 309 parking stalls. Handicapped parking stalls will be provided as per code requirements. Access to and from the garage and to and from the residential units will be provided by passenger elevators. Stairs will serve egress requirements as required by code.

(1) Location of garage: The garage is located on the ground floor of the building.

(2) Location of parking areas: Parking spaces are located in the garage on the ground floor of the building surrounding the lobby, support and engineering spaces.

(3) Surfaces: The garage floor will be a reinforced concrete structural slab spanning between foundation pile caps.

(4) Parking: Parking will be a self-parking operation and optional valet type parking managed by the managing agent.

(5) Garage ventilation: The parking garage will have a carbon monoxide detection system that will modulate exhaust fans. Makeup air will be provided by intake fans and areaways.

(6) Garage fire protection: The garage will be provided with a dry pipe sprinkler system.

(7) Drainage: Driveway and parking areas will be served by floor drains where required.

(s) *Swimming pool.* (By Gibbons Pool INC)

(1) The property will have one outdoor pool to be constructed of steel reinforced gunite located on the south facing amenity roof terrace.

(2) Size: 75'(L) x 20'(W) x 4'-0 to 4'-11"(D)

(3) Enclosure: Painted metal picket fence

(4-6) Pumping and filter system, water heating equipment, usage of building's hot water:

Pool Equipment:

- Hi-Rate Sand Filter: Pentair/Triton Ii, #Tr-140c3, 7.06 Sq Ft Nsf Approved
- Pump, Motor & Strainer: Pentair Eq Series High Performance Pump, #Eqkt-750
- Variable Frequency Drive: Pentair Accudrive
- Chemical Controller: Ips #M920
- Co2 System: Hayward #Ac005
- Co2 Alarm: Esense Fai Osha Co2 Alarm
- Chlorinator: Accu-Tab #1030
- Flow Meter: Signet #8150 W #3-8051-X Integral Mount
- Separation Tank: Pentair #300005
- Backwash Flow Meter: Blue White #F-1000 #Rb-400s4-Gpm1
- Main Drain: Neptune Benson / Lawson Aquatics 12 X 12 Supersump
- Return Fitting: Pentair #540014
- Vacuum Fitting: Waterway #600-2200
- Underwater Lights: Pentair Intellibright 5g #601002
- Hand Rail: S.R. Smith Custom Bend
- Ladder: S.R. Smith #Vlls-104e

- Escutcheon Plate: S.R. Smith #Ep-200-Mc
- Pool Alarm: Pool Guard #Pgrm-2
- Swimming Pool Lift Chair: Global #R-375a
- Drinking Fountain: Haws Corporation #3380g Barrier-Free Pedestal Fountain

(t) *Tennis courts, playgrounds and recreation facilities.*

(1) Tennis Courts: N/A

(2) Playgrounds: N/A

(3) Other: N/A

(u) *Permits and certificates.*

All required permits will be obtained including but not limited to the following:

From City of Glen Cove
1. Site Plan Approval
2. Building Permit
3. Plumbing Permit

From Nassau County Health Department
4. Public Pool Approval

From Nassau County Fire Marshal
5. Site Access review and approval
6. Fire Sprinkler
7. Fire Alarm and CO Detectors

Inspection Requirements:
1. Sub-Soil or Pile
2. Footing or Grade Beam
3. Foundation & Reinforcing (including insulation & vapor barrier)
4. Compliance with Chapter 17 of BCNYS – Special Tests & Special Inspections As indicated on structural drawings and Tables 1704.1 / .3 / .4 / .5.1 / .5.3 / .7 / .8 / .9
5. Compliance with ECCCNYS – Energy Code - Insulation; windows; caulking & sealing; duct sealing; mechanical equipment; lighting
6. Electrical Inspections – service / rough / finish / specialties / emergency lighting & exit signage
7. Plumbing Inspection - service / rough / finish / insulation / specialties
8. HVAC Inspections – conformance with specifications; duct sealing / air balancing / controls
9. Elevator Inspections – load tests / final inspection
10. Nassau County Fire Marshal testing and sign-off of Sprinkler & Standpipes systems
11. Nassau County Fire Marshal testing & sign-off for Fire Alarm and CO Detection Systems

ARCHITECT'S AND ENGINEERS' REPORT
DESCRIPTION OF PROPERTY AND PROPOSED BUILDING
GARVIES POINT, BUILDING B, CONDOMINIUM
April 21, 2017

Additional Inspections:
1. LEED Inspections, compliance and Verifications

(v) *Violations.* N/A

(w) *Unit information.*

(1) Finish schedule for typical apartments from the 2nd through 5th floors.

Space	Floor	Wall	Base	Ceiling
Foyer	EWD	GWB/P	WD/P	GWB/P
Living Room	EWD	GWB/P	WD/P	GWB/P
Bedroom	EWD	GWB/P	WD/P	GWB/P
Kitchen	EWD	GWB/P	-	GWB/P
Powder Room	ST	GWB/P	ST	GWB/P
2nd Bathroom	ST	GWB/P*	ST	GWB/P
4-Piece Master Bath	ST	GWB/P*	ST	GWB/P
5-Piece Master Bath	ST	GWB/P*	ST	GWB/P
Laundry Closets	VCT	GWB/P	WD/P	GWB/P
Closets	EWD	GWB/P	WD/P	GWB/P

All unit kitchens have stone countertops.
All unit powder rooms and bathrooms have stone countertops.
* ST full height at shower and tub surround.

(2) Bathroom fixtures for typical apartments from the 2nd through 5th floors.

Powder Room	
Toilet	Kohler "Cimarron" K-3609 or similar
Lavatory	Kohler "Verticyl" Undermount Sink K-2882 or similar
2nd Bathroom	
Toilet	Kohler "Cimarron" K-3609 or similar
Lavatory	Kohler "Verticyl" Undermount Sink K-2882 or similar
Bathtub 5'	Kohler "Underscore" K-1121-R or similar
4-Piece Master Bath	
Toilet	Kohler "Cimarron" K-3609 or "Kelston" K-3755 or similar
Lavatory	Kohler "Verticyl" Undermount Sink K-2882 or similar
Bathtub 5'	Kohler "Underscore" K-1130 or K-1121-R or similar
5-Piece Master Bath	
Toilet	Kohler "Cimarron" K-3609 or "Kelston" K-3755 or similar
Lavatory	Kohler "Verticyl" Undermount Sink K-2882 or similar

Bathtub 5'	Kohler "Underscore" K-1130 or K-1121-R or similar

(3) Kitchen appliances & equipment, laundry equipment, and fireplaces for typical apartments from the 2nd through 5th floors.

Kitchen Appliances

Range	GE Monogram, ZGP366NRSS, stainless steel or similar
Vent Hood	BEST, WTT32I36SB, stainless steel or similar
Microwave Oven	SHARP, SMD-2470AS, stainless steel or similar
Refrigerator	GE Monogram, ZIC360NHRH & ZIC360NHLH, panel front or similar
Dishwasher	GE Monogram, ZDT915SIJII, panel front or similar
Sink	Kohler, Vault K-3821-4, stainless steel or similar

Laundry Equipment

Washer, electric	Whirlpool, WFW75HEF, white or similar
Dryer, electric	Whirlpool, WED75HEF, white or similar

Fireplace for 5th Floor Penthouse Units
Element4 B.V., Modore 75H or similar

(4) Exterior Kitchen Appliances (By MPFP PLLC)

Refrigerator (R)	Perlick, HH24RO-3, stainless steel or similar
Faucet	Waterworks, Henry HNKM10, nickel or similar
Sink (S)	Elkay, ELUHAD1414, stainless steel or similar
Grill (GR)	Viking, VGBQ53624NSS, stainless steel or similar
Storage Drawer	Viking, SD5360SS, stainless steel or similar

(i) Pool terrace common area
  (a) West kitchen: Faucet, Sink, Grill, Storage drawer, (x2) Refrigerators
  (b) East kitchen: Faucet, Sink, Grill, Storage drawer, (x2) Refrigerators

Both pool terrace kitchens have stone countertops.

(x) *Finish schedule of other spaces.*

Space	Floor	Wall	Base	Ceiling
Lobby	ST	ST/WD/VWC	ST	GWB/P
Mailroom	ST	VWC	WD/P	GWB/P
Package Room	VCT	GWB/P	R	GWB/P
Library	T/CPT	WD	T	GWB/P/WD
Lounge	T/CPT	VWC	T	GWB/P/WD
Dining / Party Room	T/CPT	VWC/ST/WD	T	GWB/P/WD
Game Room	T/CPT	WD	T	GWB/P
Screening Room	CPT	VWC	ST	GWB/P
Fitness Room	R	GWB/P	R	GWB/P

Yoga Room	WD	GWB/P	R	GWB/P
Public Restroom	ST	ST	ST	GWB/P
BOH Restroom	T	GWB/P	T	GWB/P
Amenity Corridor	T	WD	T	GWB/P
Residential Corridor	CPT	VWC	WD/P	GWB/P
Stairs	P	P	-	-
Trash Room	VCT	GWB/P	R	CONC
Storage Room	VCT	GWB/P	R	CONC
MEP & Utility Rooms	P	GWB/P	R	CONC

All amenity kitchens have stone countertops.

Abbreviations for Finishes

AT	Acoustical Tile
CPT	Carpet
CONC	Concrete
EWD	Engineered Pre-Finished Wood Floor
GL	Glass
GWB	Gypsum Wall Board
P	Paint
R	Rubber
T	Porcelain Tile or similar
ST	Stone
VCT	Vinyl Composite Tile
VWC	Vinyl Wall Covering
WD	Wood

(y) *Safety and warning devices.*

Addressable ADA-compliant fire alarm system including smoke detectors, heat detectors, pull stations, and horn-strobes as well as carbon monoxide detectors will be provided in the common areas and the units in accordance with the requirements of NFPA, NYS Building Code and Nassau County Fire Marshal.

The manufacturer and model of the smoke detectors will be SIGA-PHS and smoke detector with sounder base SIGA-AB4G, (Edwards Fire Alarm System model EST 3FACP) or equal and the manufacturer and model of the carbon monoxide detectors is Ultraguard model 12 VDC or equal.

(z) *Additional Information:*

(1) Refer to apartment plans/ exhibit for approximate total floor area of each unit. Each residential unit will consist of the area measured horizontally from the exterior face of the exterior wall to the corridor side of the corridor wall to the centerline of the partitions separating one unit from another. Each residential unit will consist of the area measured vertically from the top of the

concrete floor slab to the underside of the concrete slab above. Floor plans for each type/ line of apartment are included in the offering plan.

(2) Private terraces are measured from the exterior side of the parapet or enclosing walls to the exterior face of the exterior wall.

(3) Balconies are measured from the exterior side balcony structure to the exterior face of the exterior wall.

(4) Refer to storage plans/ exhibit for approximate floor area of each unit. Each storage unit will consist of the area measured horizontally from the interior face of the partition walls. The partition between storage units will be metal posts with wire mesh of 1" nominal thickness.

(5) All kitchens and bathrooms, except powder rooms, are adaptable in accordance with ANSI A117.1 2003 through appropriate enhancement of the substructure. Certain adaptability provisions, especially those that are visible in nature, have not been provided. In the event that a conversion is needed, the cost of adapting these spaces shall be borne by the sponsor in case of first sale and by the owner for all future sales.

(dd) Lead-based Paint: N/A

ARCHITECT'S AND ENGINEERS' REPORT
DESCRIPTION OF PROPERTY AND PROPOSED BUILDING
GARVIES POINT, BUILDING B, CONDOMINIUM
April 21, 2017

The information contained in sections 20.7 (a), (b), (c)-(1), (c)-(2), (g), (h)-(i) to (ii), (h)-(2), (h)-(3), (h)-(4)(i)(a), (h)-(4)(ii) to (vi), (h)-(5), (h)-(6), (h)-(7)(ii) to (v), (h)-(9)(iii) to (vi), (h)-(10), (h)-(11), (i), (q), (r), (u), (w)-(1) to (3), (x), (y), (z), (dd) was provided by:

Handel Architects LLP
120 Broadway, 6th Floor
New York, NY 10271

Sworn to before me this 21st day of April, 2017

MARIA MERCEDES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ME6328914
Qualified in Queens County
My Commission Expires August 10, 2019

Notary Public Stamp

Additional information as noted in the report was provided by: Cameron Engineering, DeSimone Consulting Engineers, MPFP PLLC, Paulus, Sokolowski and Sartor Engineering, P. C., Soil Mechanics Drilling Corp., E&LP Engineering and Land Planning, P.W. Grosser Consulting, Inc., Gibbons Pool Inc., Fortune Shelpler Saling Inc. and Innovative Building and Architecture Consultants.

See following sheets for individual signed certifications.

GARVIES POINT, BUILDING B, CONDOMINIUM
ARCHITECT'S REPORT
DESCRIPTION OF PROPERTY AND SPECIFICATIONS

April 21, 2017

The information contained in sections 20.7 (d), (j), (k), (l), (m), (n), (o) and (p) was provided by:

Cameron Engineering
45 West 36th Street, 3rd Floor
New York, NY 10018

Sworn to before me this 25th day of April, 2017

Notary Public Stamp

DONNA LEE SINRAM
Notary Public, State of New York
Registration #01SI5012093
Qualified in Nassau County
Commission Expires June 15, 2019

GARVIES POINT, BUILDING B, CONDOMINIUM
ARCHITECT'S REPORT
DESCRIPTION OF PROPERTY AND SPECIFICATIONS

April 21, 2017

The information contained in sections 20.7 (f), (h)-(4) (i) (b), (h)-(9) (i) (ii), (w)-(4) was provided by:

MPFP PLLC
120 Broadway, 20th Floor
New York, NY 10271

Sworn to before me this 13 day of April, 2017

Notary Public Stamp

JEANNE CUMMINGS
Notary Public, State of New York
No. 31-4896235
Qualified in New York County
Commission Expires May 11, 2018

GARVIES POINT, BUILDING B, CONDOMINIUM
ARCHITECT'S REPORT
DESCRIPTION OF PROPERTY AND SPECIFICATIONS

April 21, 2017

The information contained in sections 20.7 (c)-(3), (c)-(4), (e)-(3) was provided by:

Paulus, Sokolowski and Sartor Engineering, P.C.
67B Mountain BLVD Ext.
Warren, NJ 07059

Sworn to before me this 25 day of April, 2017

Notary Public Stamp

LISA ANN SHPUNDER
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2226025
MY COMMISSION EXPIRES MAY 28, 2019

GARVIES POINT, BUILDING B, CONDOMINIUM
ARCHITECT'S REPORT
DESCRIPTION OF PROPERTY AND SPECIFICATIONS

April 21, 2017

The information contained in sections 20.7 (e)-(2) and (h)-(7)(i) was provided by:

JON. CAMAYA SR.

Innovative Building and Architecture Consultants
5 Hanover Square, 14th Floor
New York, NY 10004

Sworn to before me this 21 day of April, 2017

Notary Public

Stamp

EDWARD K XU
NOTARY PUBLIC-STATE OF NEW YORK
No. 01XU6036275
Qualified in New York County
My Commission Expires 01-25-2019

GARVIES POINT, BUILDING B, CONDOMINIUM
ARCHITECT'S REPORT
DESCRIPTION OF PROPERTY AND SPECIFICATIONS

April 21, 2017

The information contained in sections 20.7 (e) (.3) was provided by:

E&LP Engineering and Land Planning
140 West Main Street
High Bridge, NJ 08829

Sworn to before me this 14th day of April, 2017

Notary Public Stamp

AMY J. RHINESMITH
NOTARY PUBLIC OF NEW JERSEY
ID # 50005117
My Commission Expires 10/23/2019

GARVIES POINT, BUILDING B, CONDOMINIUM
ARCHITECT'S REPORT
DESCRIPTION OF PROPERTY AND SPECIFICATIONS

April 21, 2017

The information contained in section 20.7 (e.2) was provided by:

P.W. Grosser Consulting, Inc.
630 Johnson Ave #7
Bohemia, NY 11716

Sworn to before me this 21 day of April, 2017

Notary Public

Stamp

BERNARD FORTUNATO JR
Notary Public - State of New York
No. 01FO6144771 - Qualified in Suffolk County
Commission Expires May 1 20 21

SUBSOIL INVESTIGATIONS

SOIL MECHANICS DRILLING CORP.
3770 MERRICK ROAD • SEAFORD, L. I., NEW YORK 11783
(516) 221-2333 • FAX (516) 221-0254

GARVIES POINT, BUILDING B, CONDOMINIUM
ARCHITECT'S REPORT
DESCRIPTION OF PROPERTY AND SPECIFICATIONS

April 17, 2017

The information contained in Sections 20.7(e.1) was provided by:

SOIL MECHANICS DRILLING CORP.
3770 Merrick Road
Seaford, New York 11783

GeoTech EOR CARL VERNICK, P.E.

STATE OF NEW YORK
CARL VERNICK
46377
LICENSED PROFESSIONAL ENGINEER

Sworn to before me this 17th day of April, 2017

Virginia Coumou
Notary Public

VIRGINIA COUMOU
Notary Public, State of New York
Registration #01CO4700429
Qualified In Nassau County
Commission Expires April 30, 2019

GARVIES POINT, BUILDING B, CONDOMINIUM
ARCHITECT'S REPORT
DESCRIPTION OF PROPERTY AND SPECIFICATIONS

April 21, 2017

The information contained in sections 20.7 (s) was provided by:

Gibbons Pool Inc.
171 Bridge Road
Islandia, NY 11749

Sworn to before me this 12th day of April, 2017

Notary Public Stamp

KELLIE A. STAMM
Notary Public, State of New York
No. 01ST6035196
Qualified in Suffolk County
Commission Expires December 27, 2017

GARVIES POINT, BUILDING B, CONDOMINIUM
ARCHITECT'S REPORT
DESCRIPTION OF PROPERTY AND SPECIFICATIONS

April 21, 2017

The information contained in sections 20.7 (h) (12) (13) was provided by:

Fortune Shepler Sailing INC.
37 Woodland Road
Maplewood, NJ 07040

Sworn to before me this 14th day of April, 2017

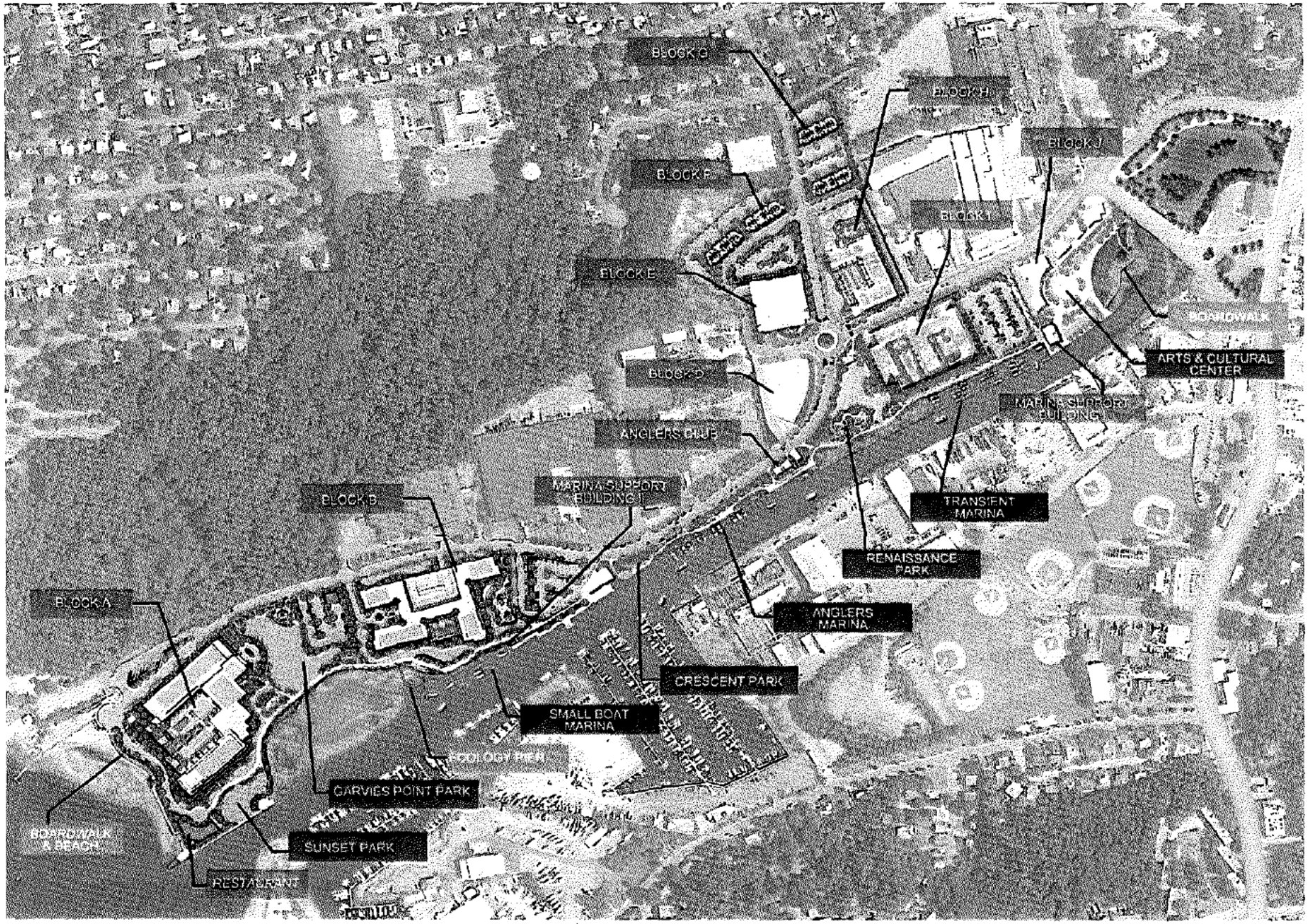
Notary Public

Stamp

Attorney at Law - NJ
04633- 1996

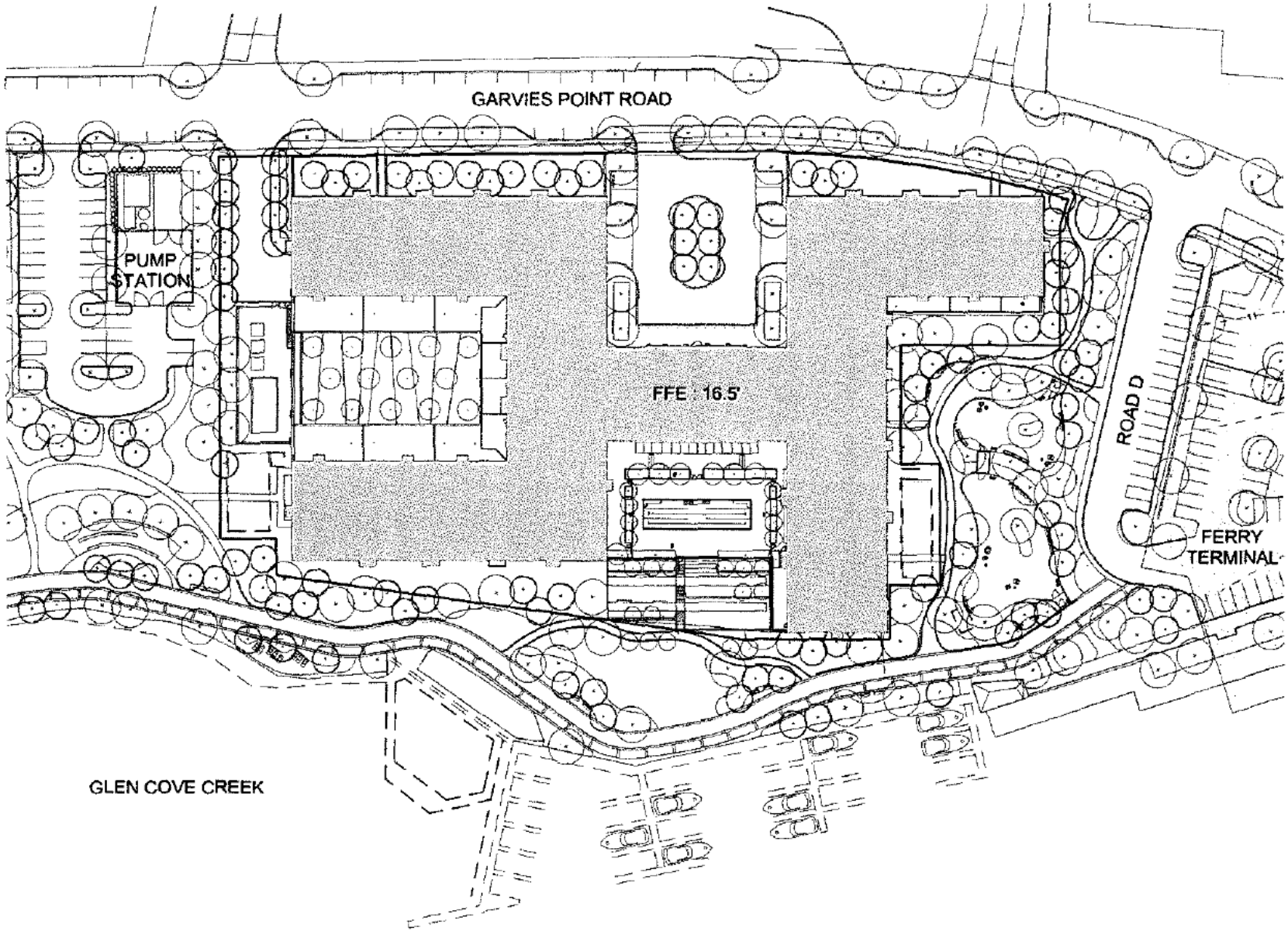
SCHEDULE G-1

SITE PLANS



GARVIES

APPROVED AMENDED PUD MASTER DEVELOPMENT PLAN



SITE PLAN | 04/21/2017

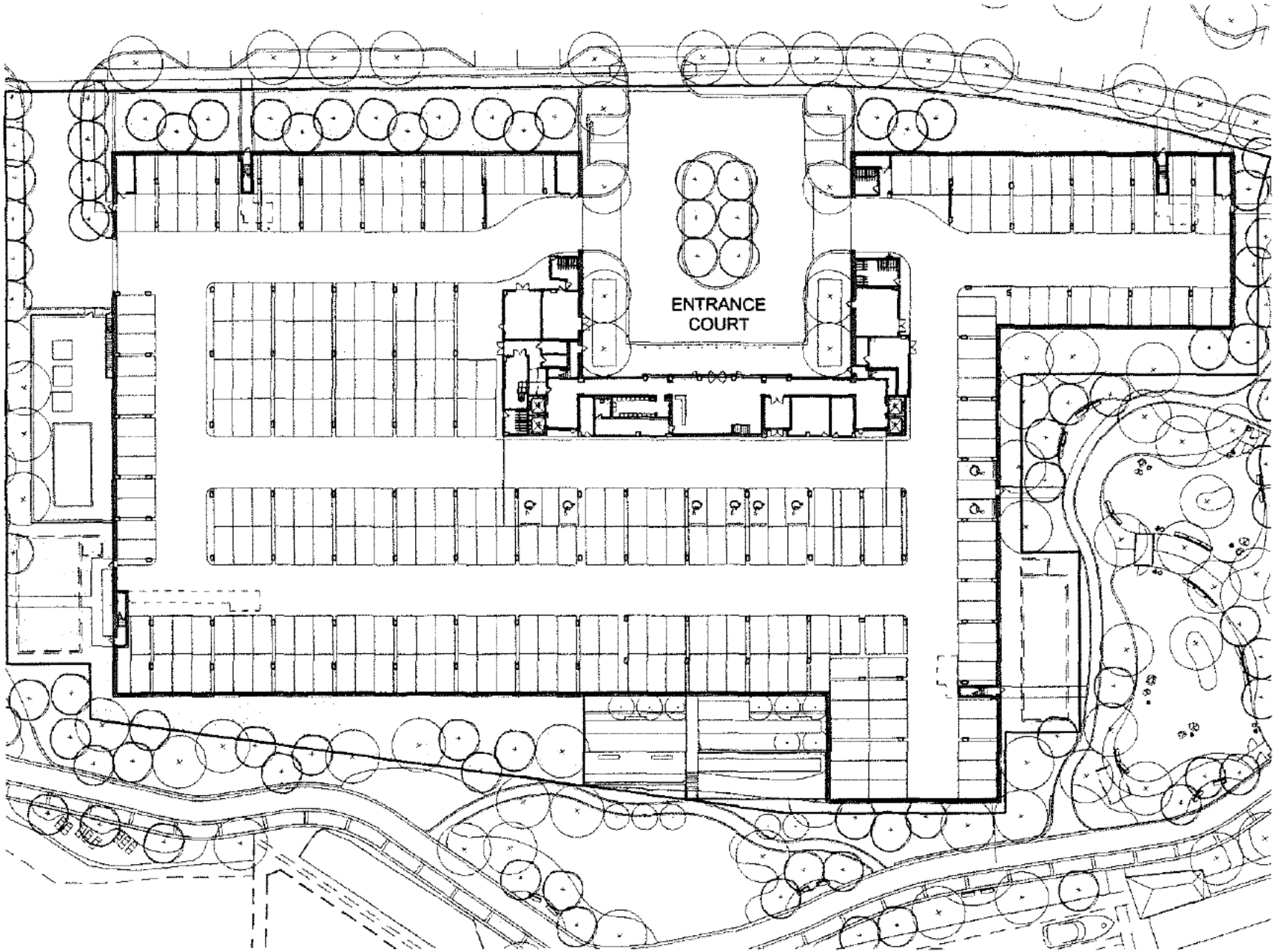
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 25' 50' 100'
SCALE 1" = 100'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.

SCHEDULE G-2

FLOOR PLANS/ELEVATIONS



GROUND FLOOR PLAN

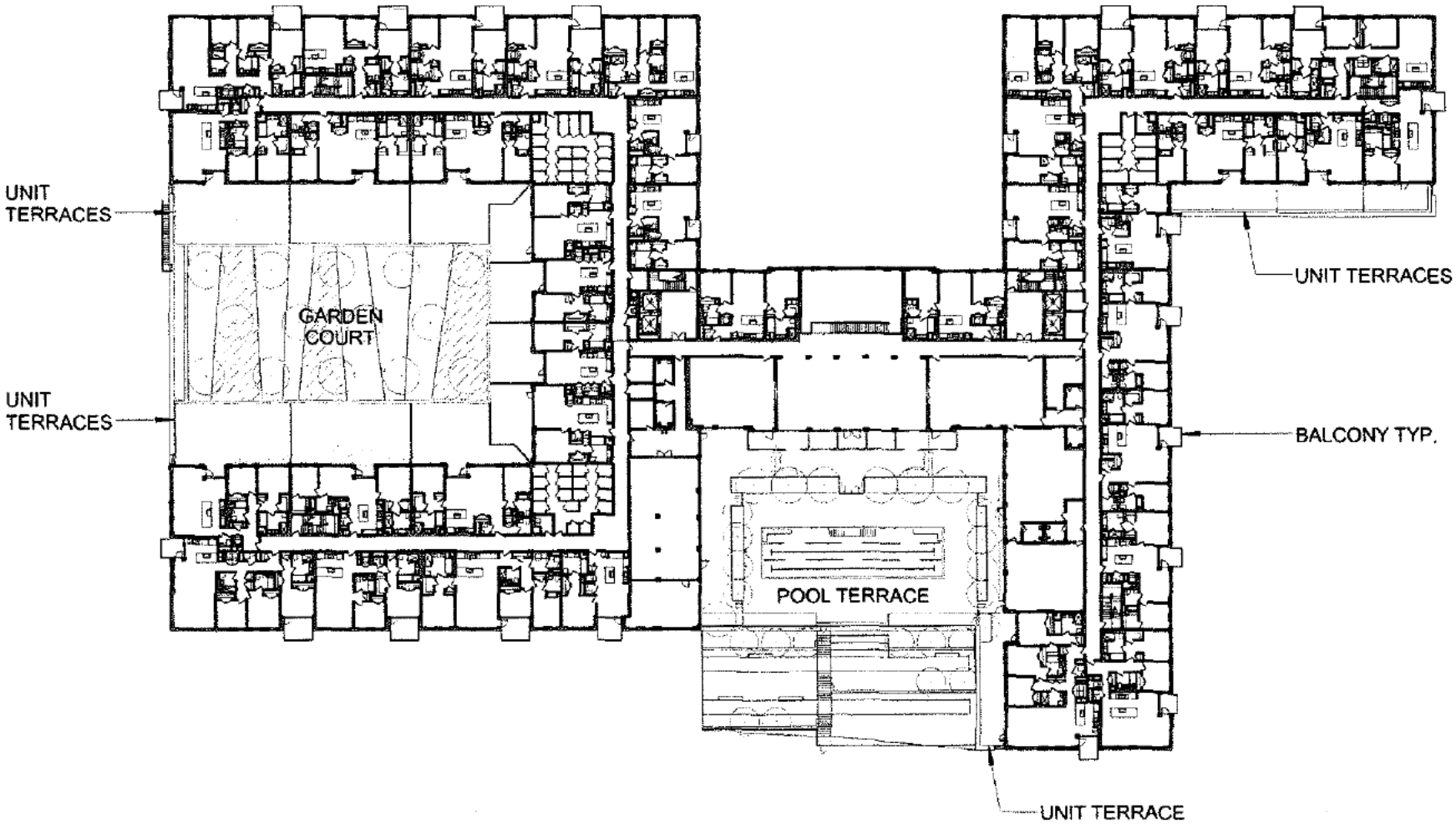
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 16' 32' 64'

SCALE 1/64" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.

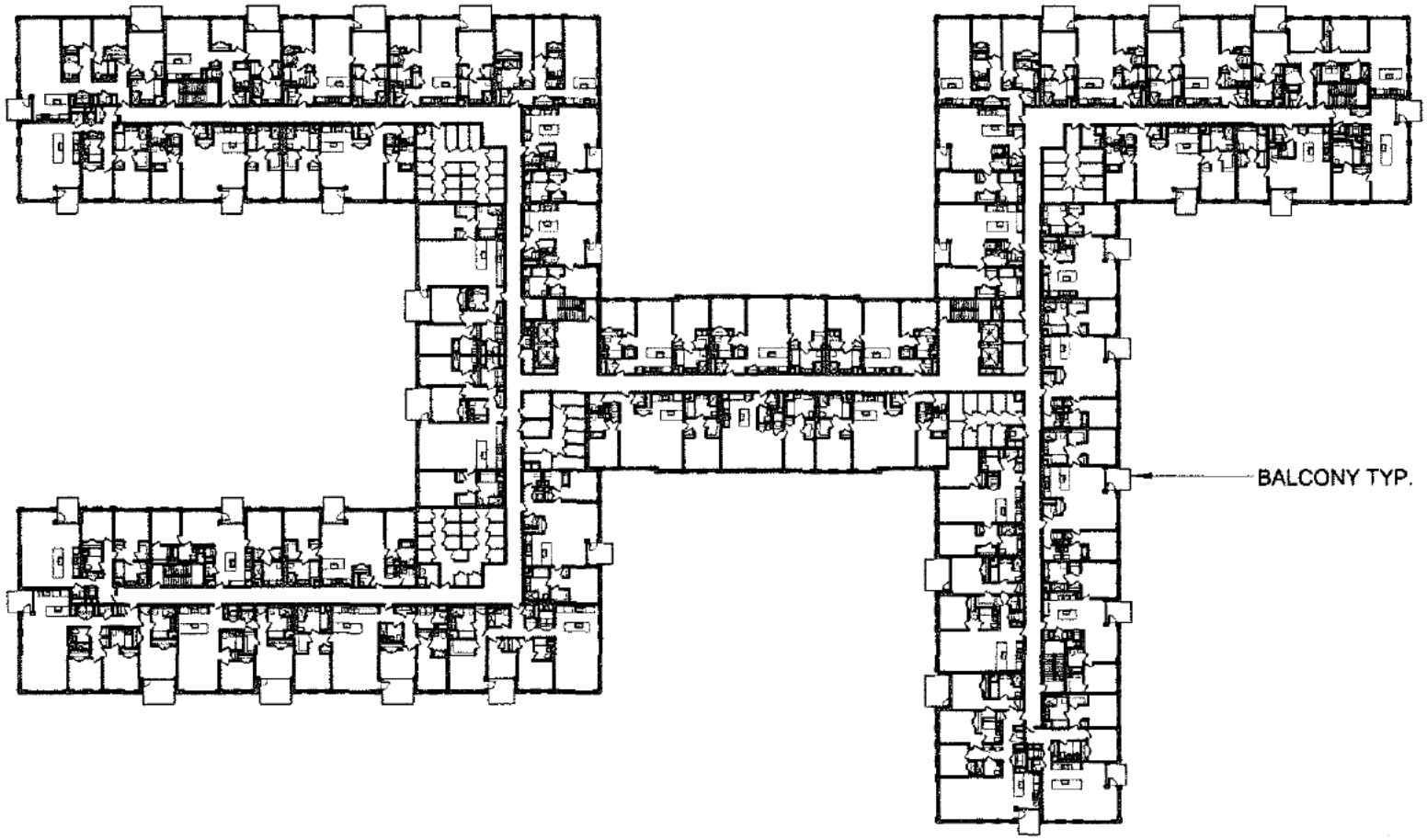


2ND FLOOR PLAN | 04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 16' 32' 64'
SCALE 1/64" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



3RD FLOOR PLAN

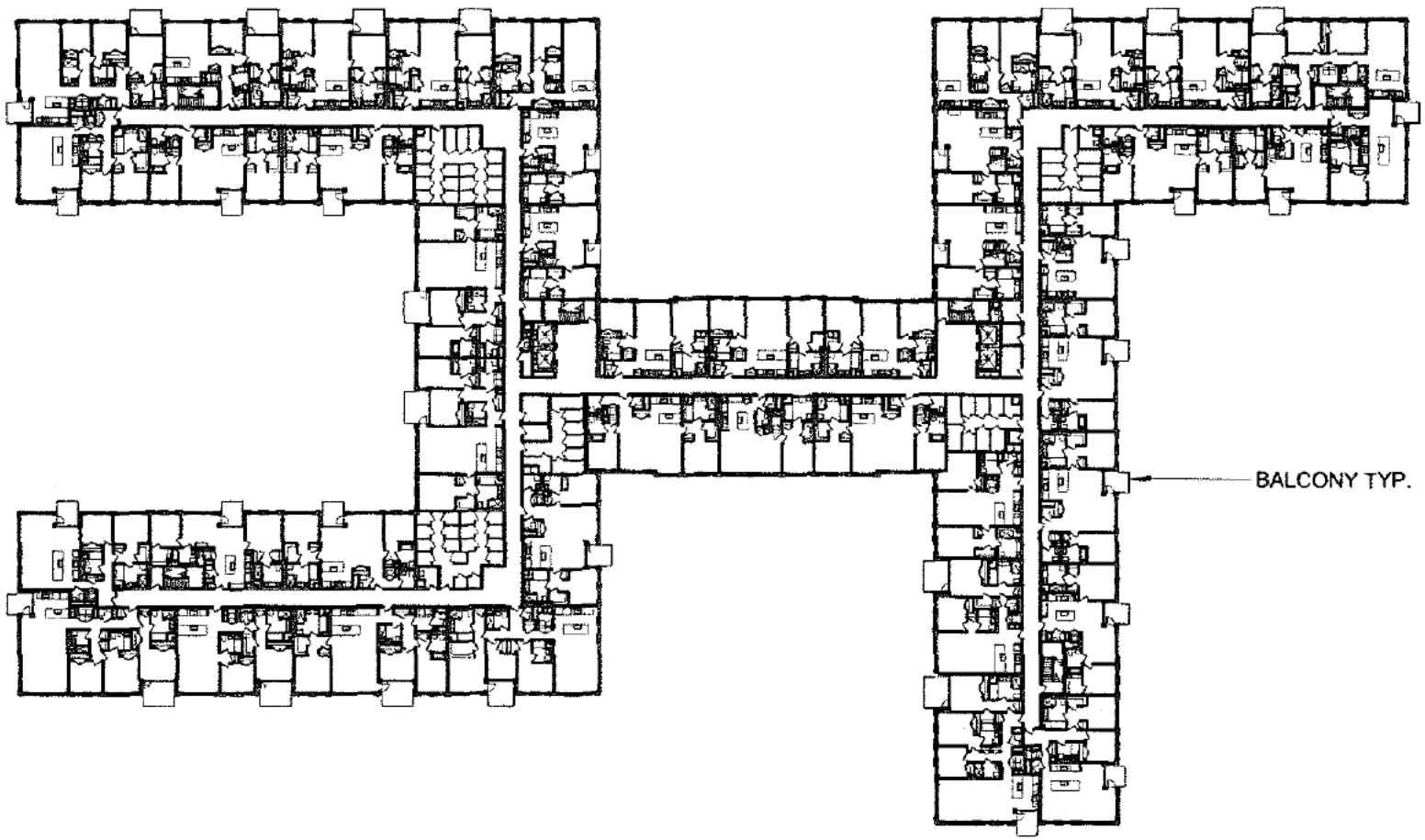
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 16' 32' 64'

SCALE 1/64" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



4TH FLOOR PLAN

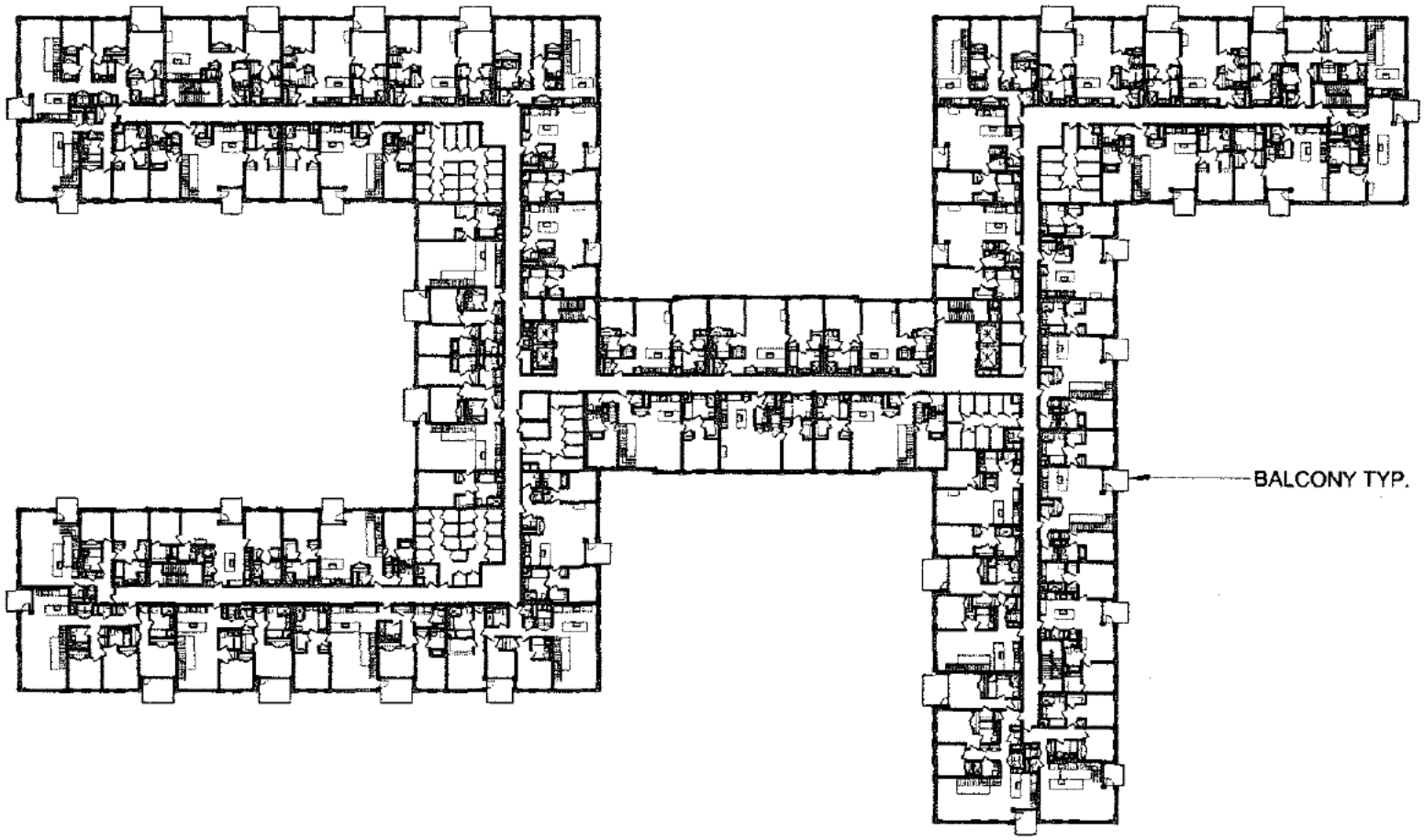
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 16' 32' 64'

SCALE 1/64" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



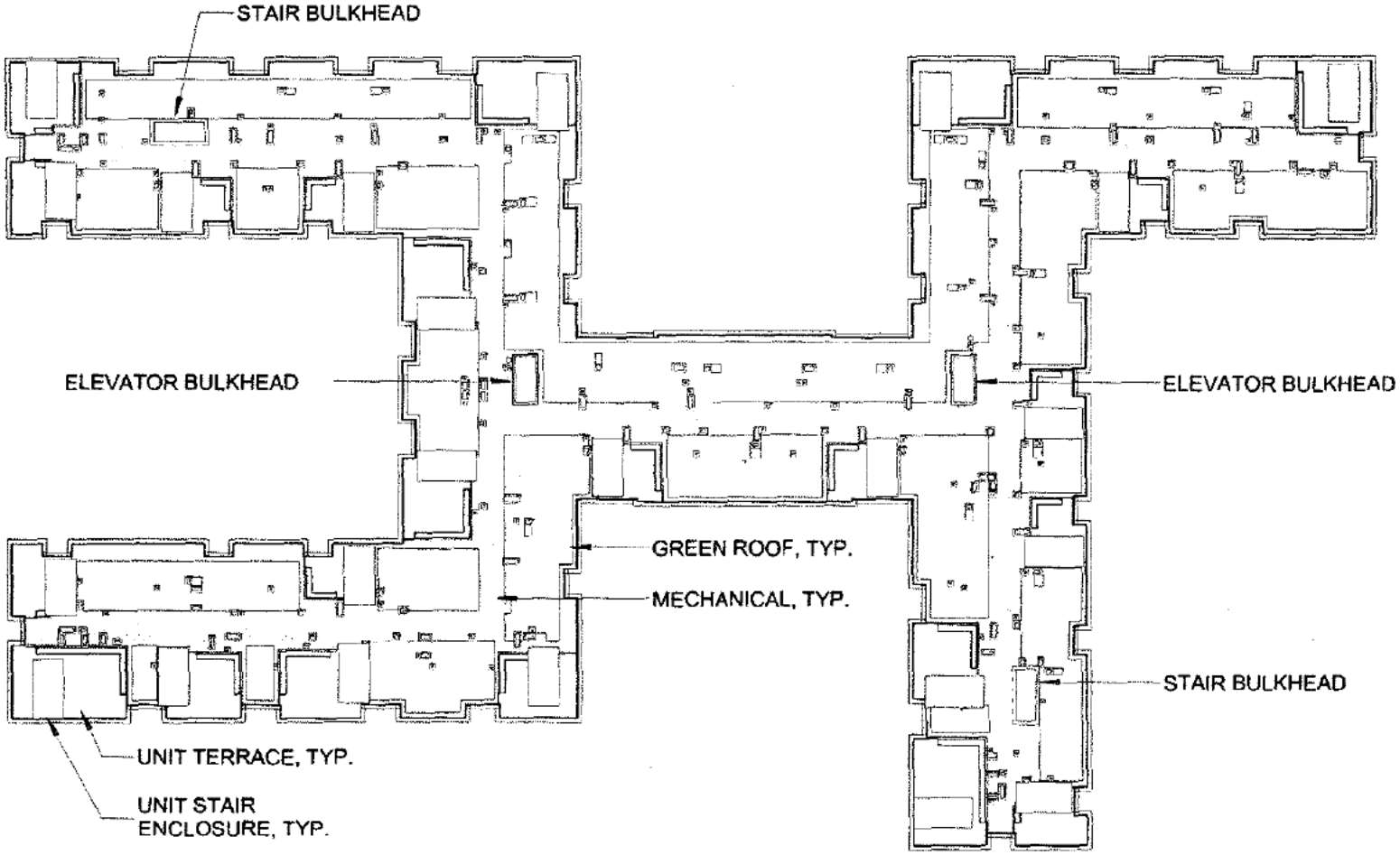
380

5TH FLOOR PLAN | 04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 16' 32' 64'
SCALE 1/64" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.

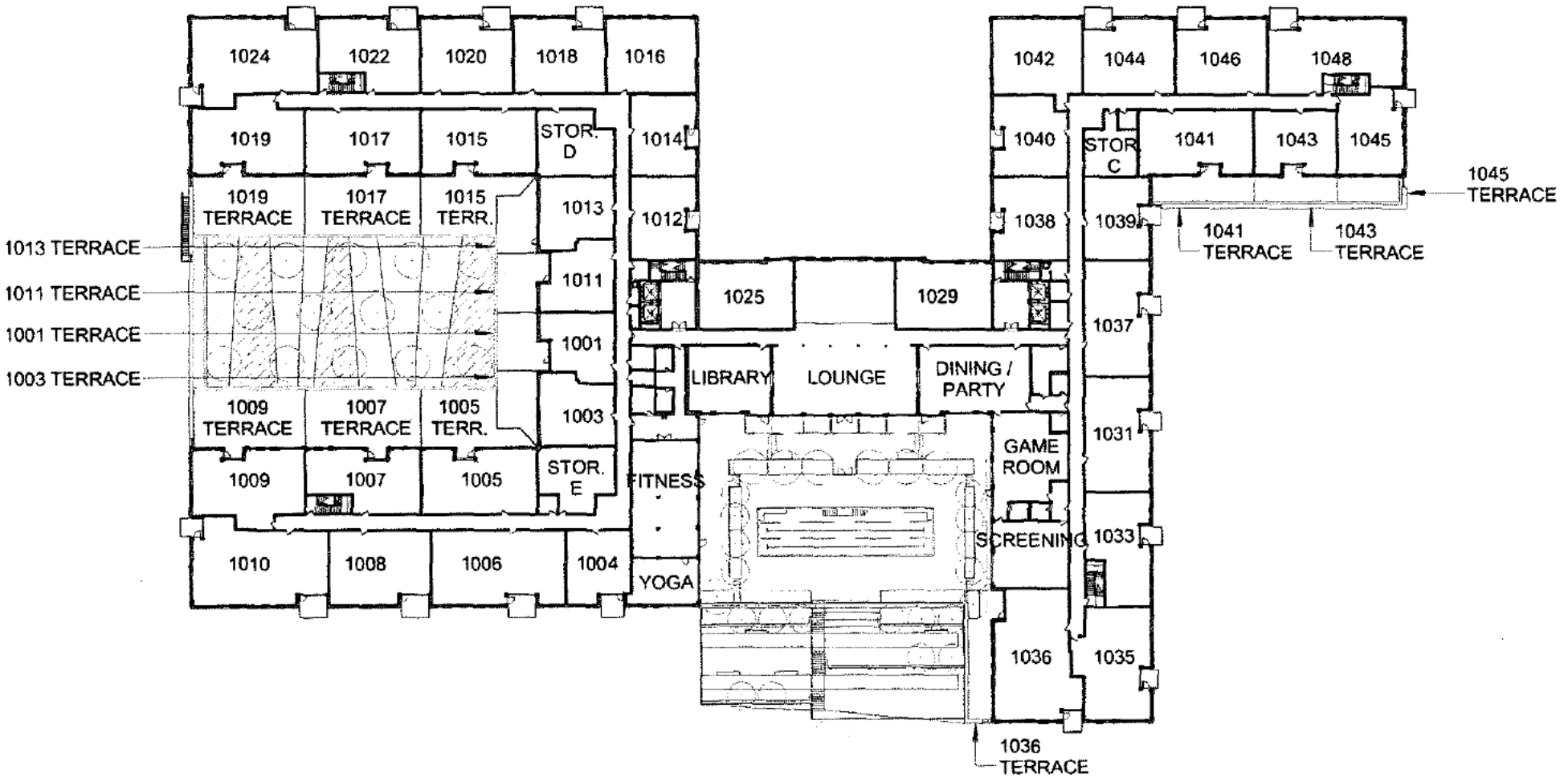


ROOF PLAN | 04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 16' 32' 64'
SCALE 1/64" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



382

2ND FLOOR KEY PLAN

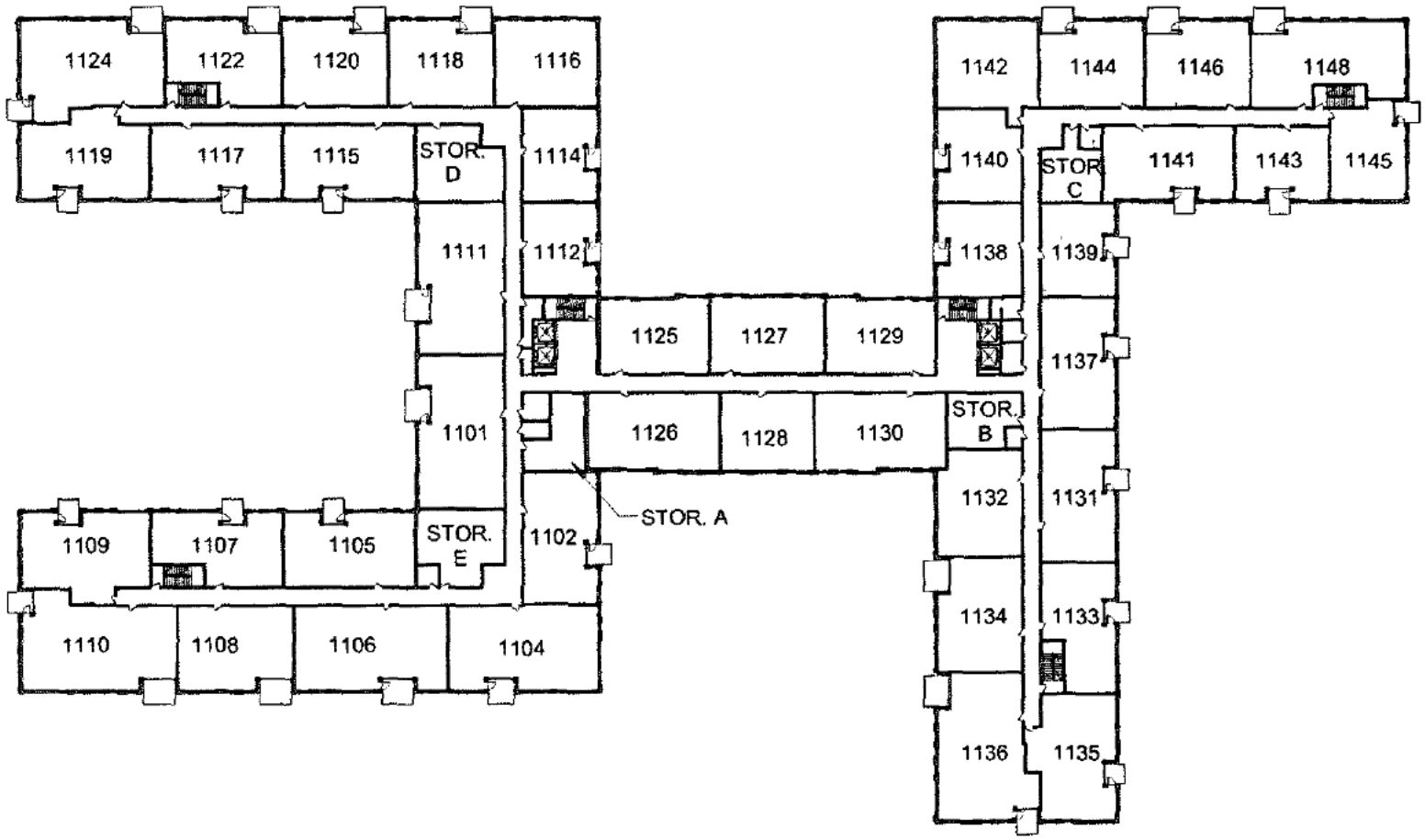
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 16' 32' 64'

SCALE 1/64" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



3RD FLOOR KEY PLAN

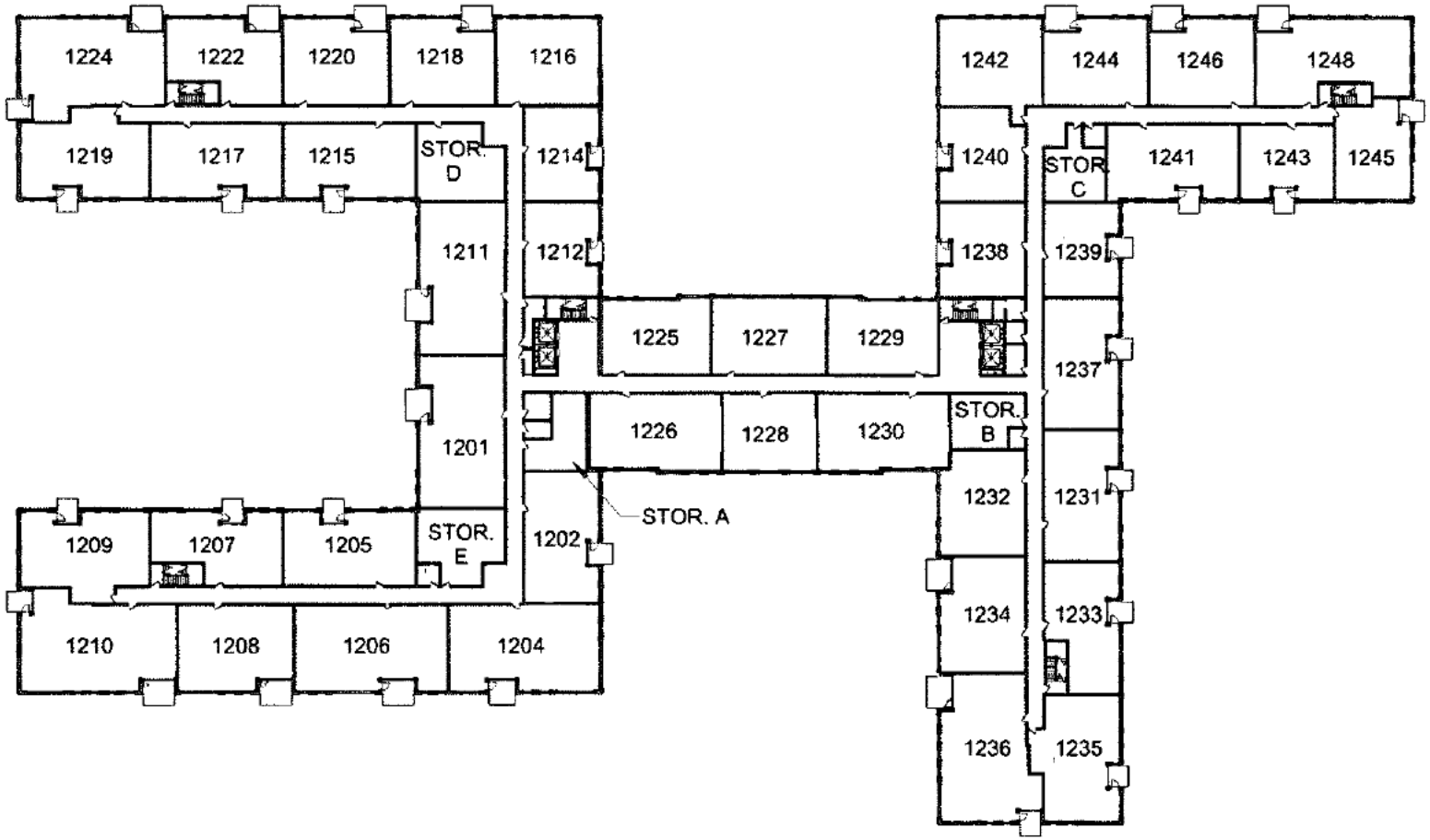
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 16' 32' 64'

SCALE 1/64" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



4TH FLOOR KEY PLAN

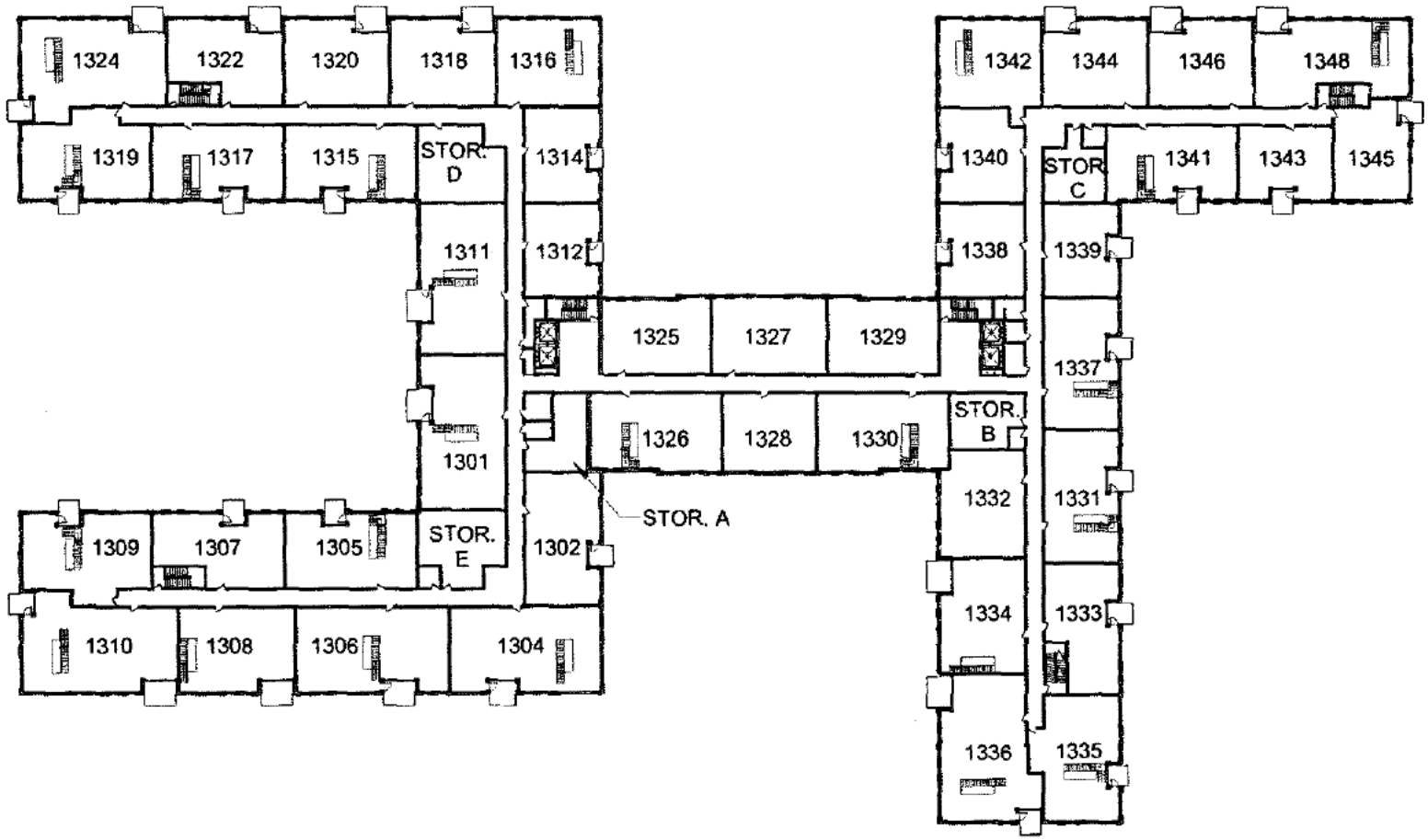
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 16' 32' 64'

SCALE 1/64" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



5TH FLOOR KEY PLAN

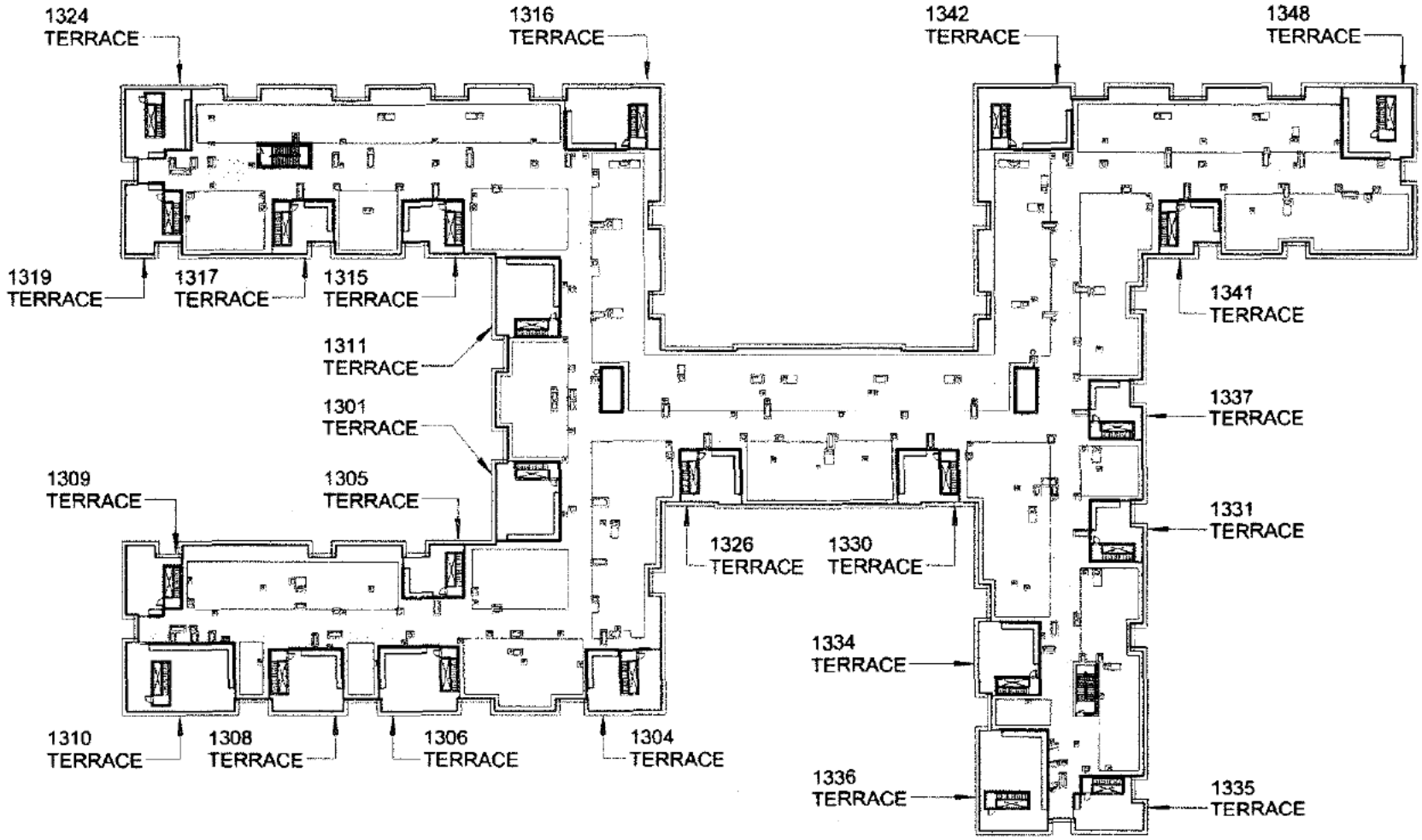
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 16' 32' 64'

SCALE 1/64" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



ROOF TERRACE KEY PLAN

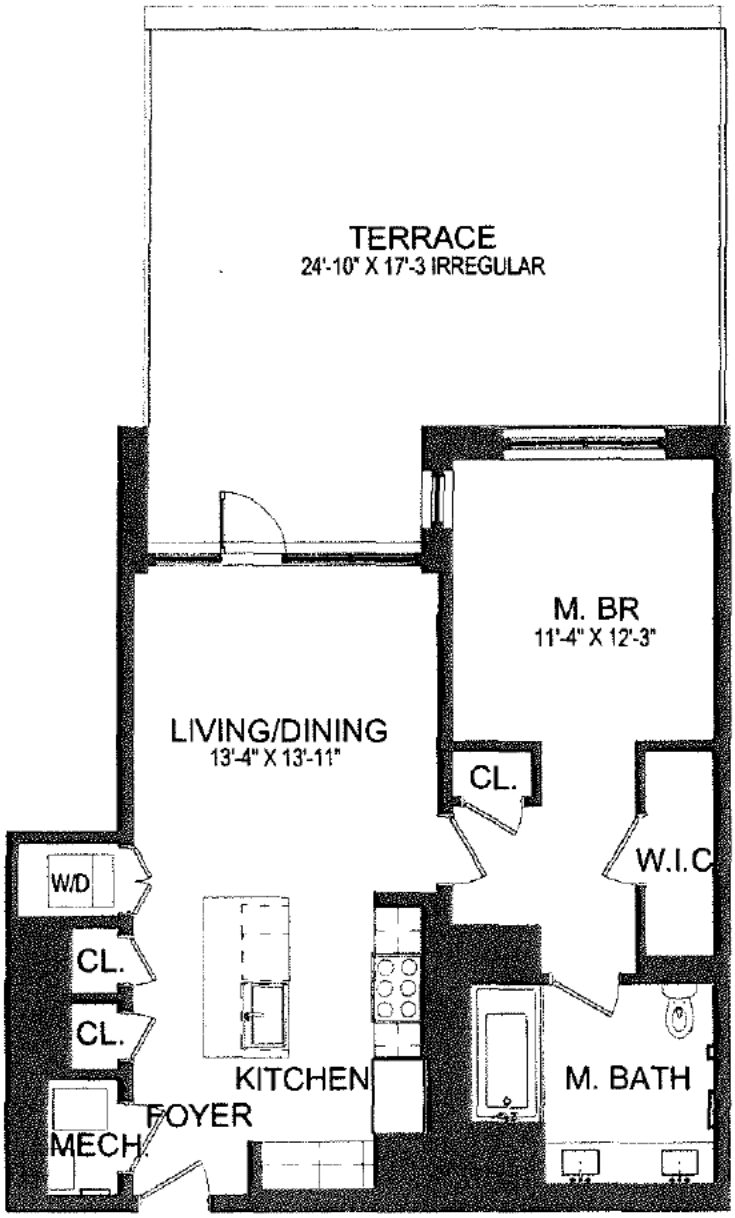
04/21/2017

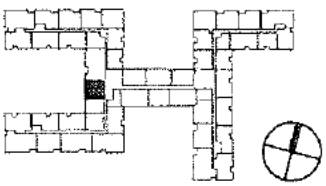
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 16' 32' 64'

SCALE 1/64" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1

LEVELS 2
UNITS 1001

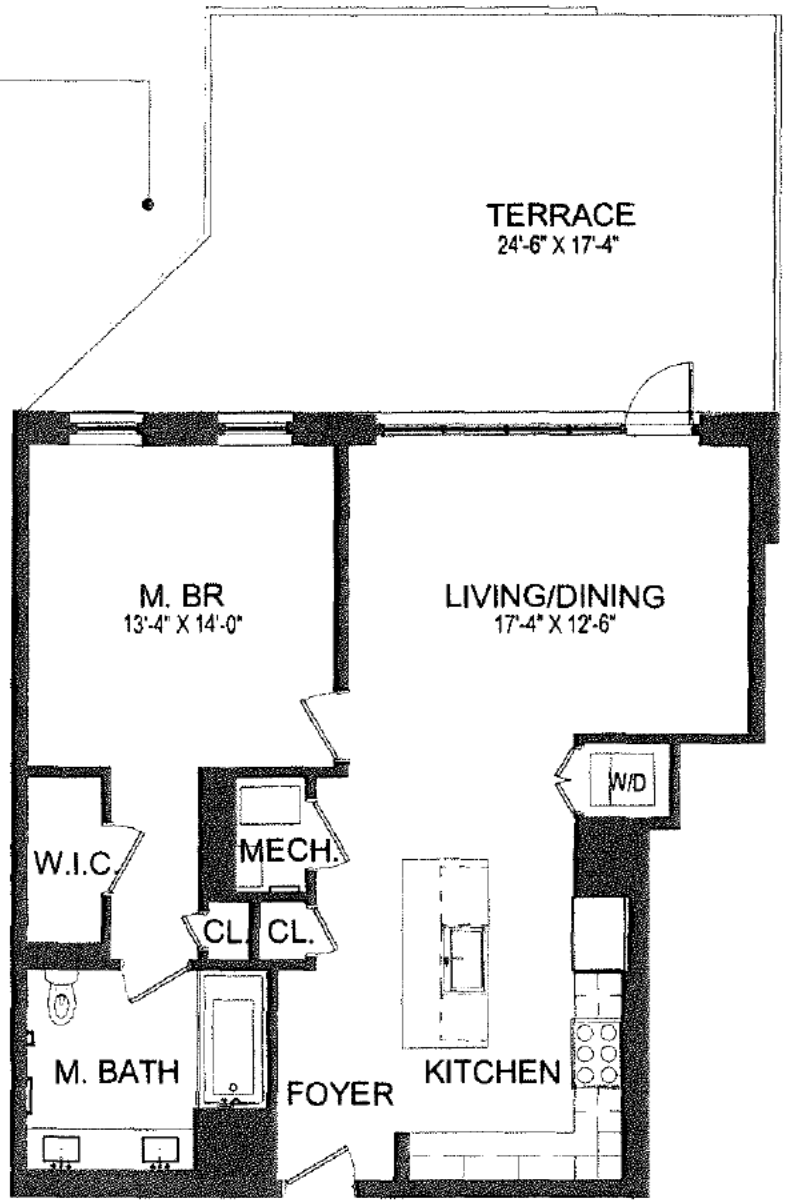
04/21/2017

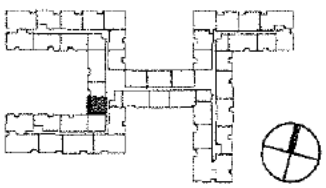
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN

AREA FOR UNIT 1005





BEDROOMS 1
BATHROOMS 1

LEVELS 2
UNITS 1003

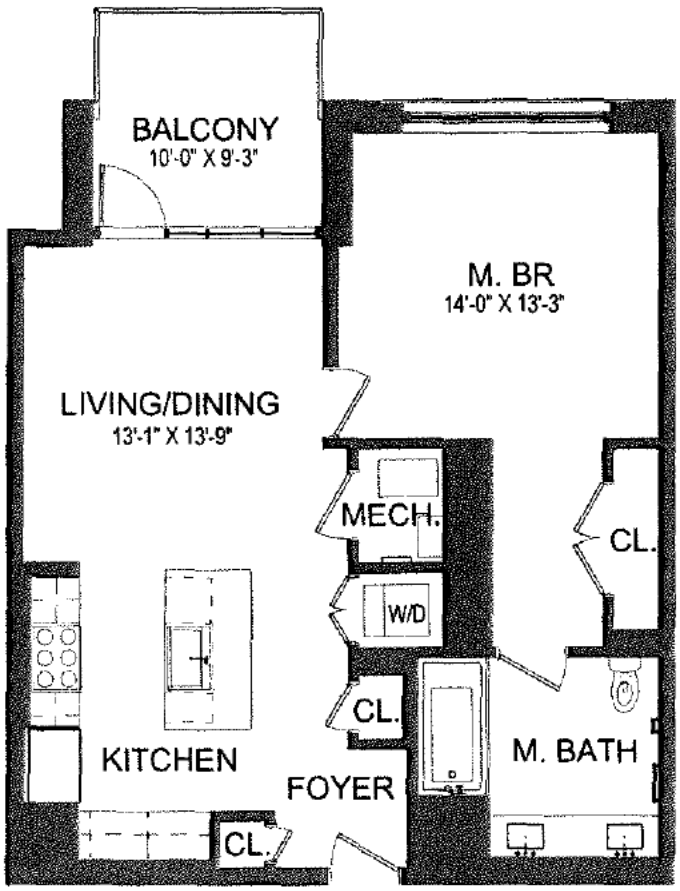
04/21/2017

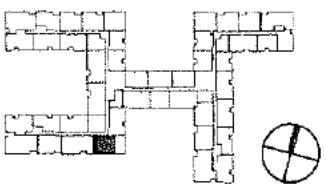
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1

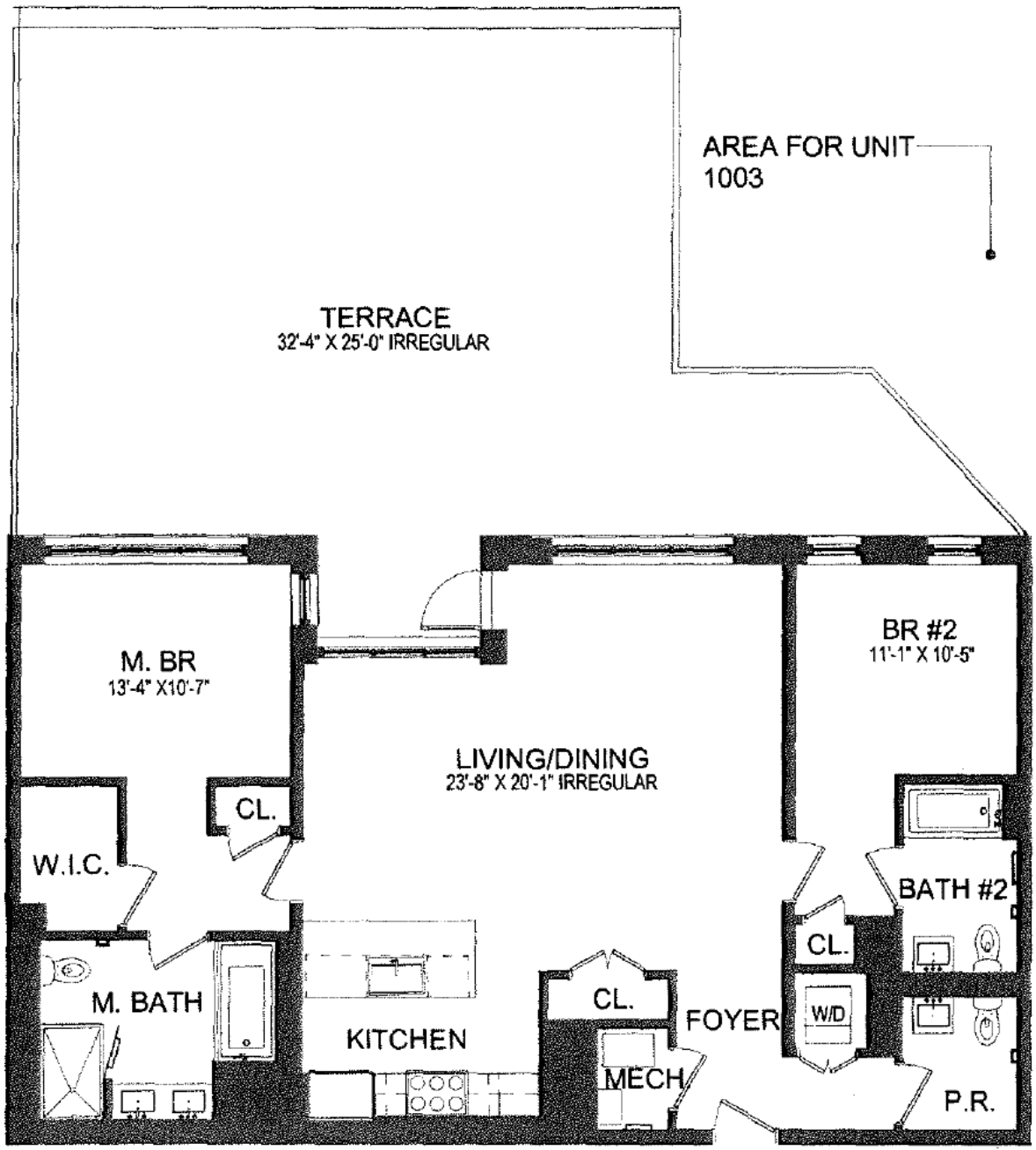
LEVELS 2
UNITS 1004

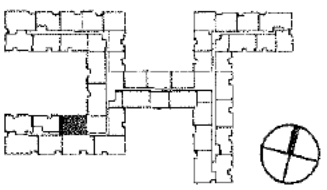
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS **2**
BATHROOMS **2.5**

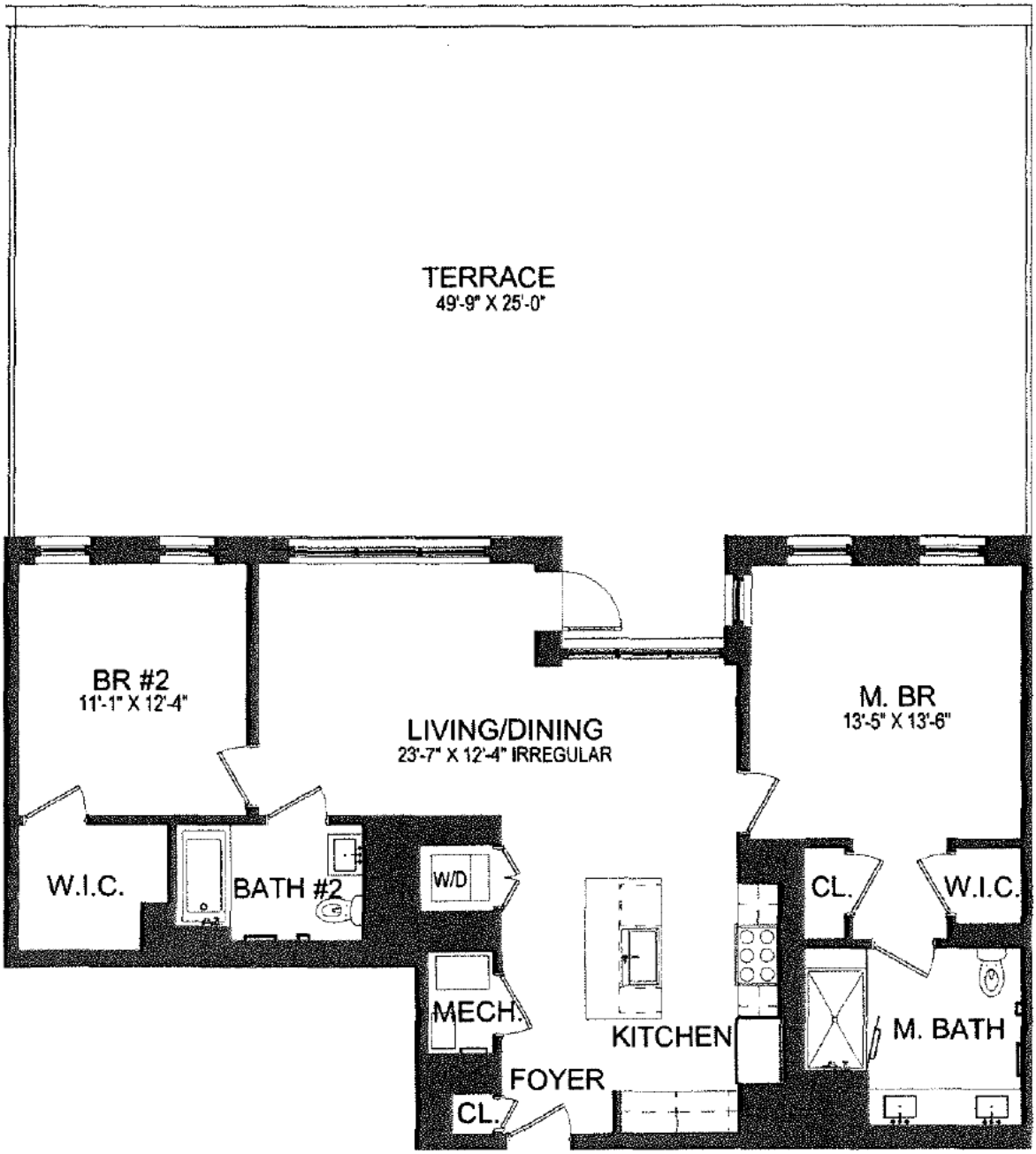
LEVELS **2**
UNITS **1005**

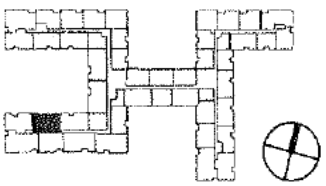
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

LEVELS 2
UNITS 1007

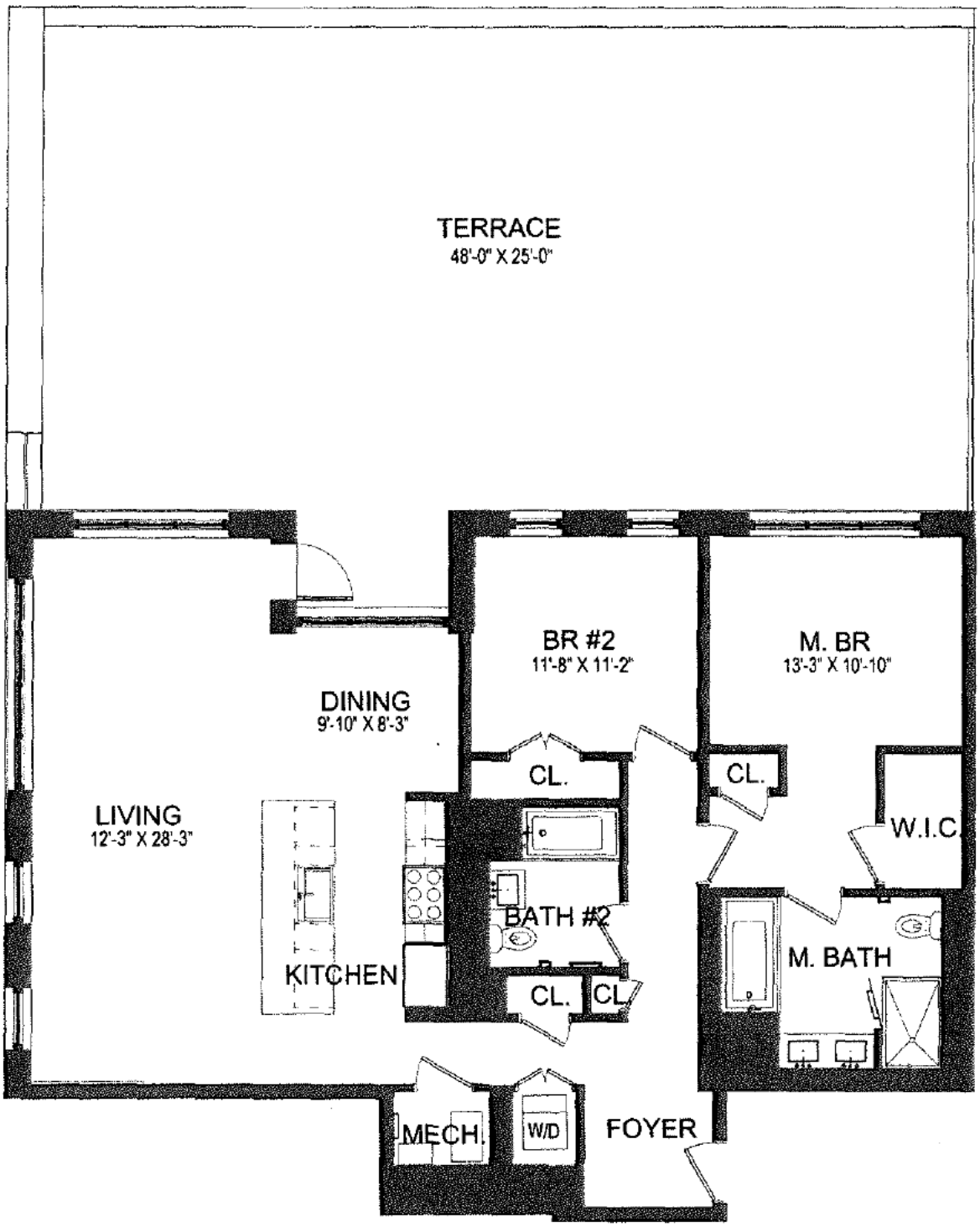
04/21/2017

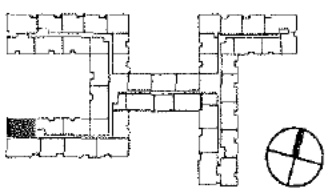
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

LEVELS 2
UNITS 1009

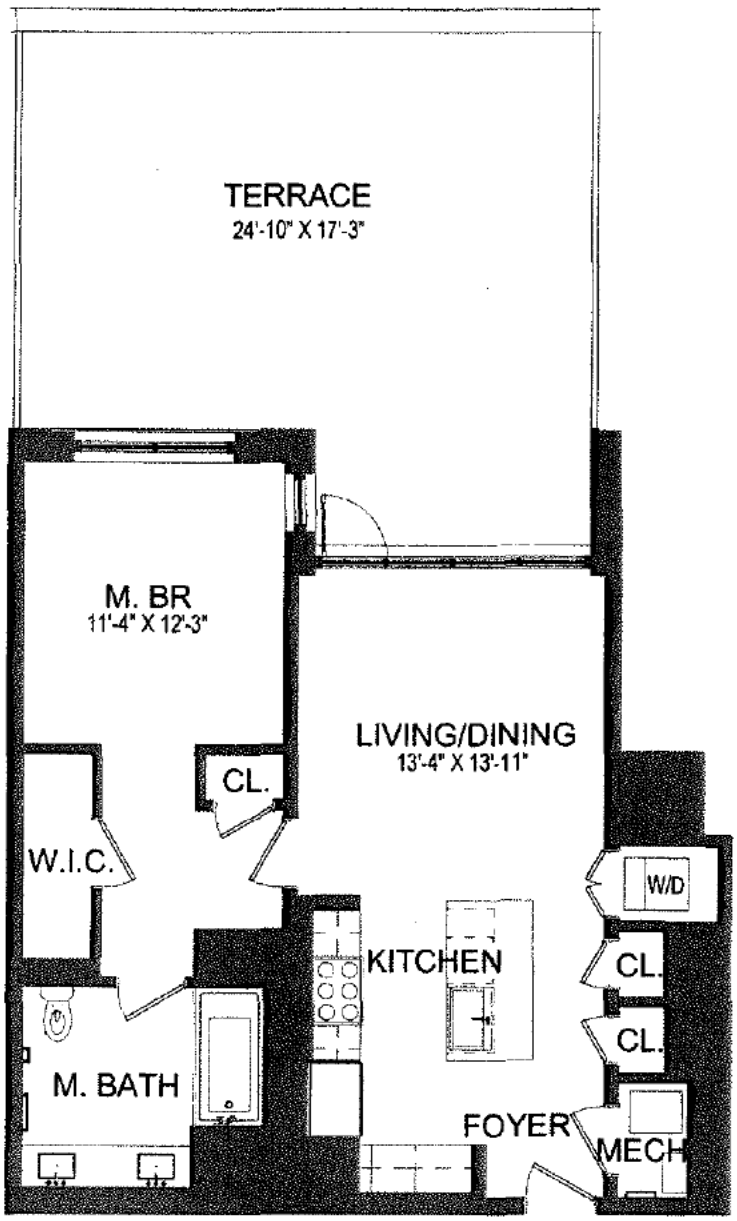
04/21/2017

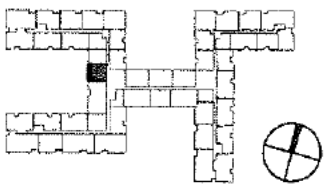
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1

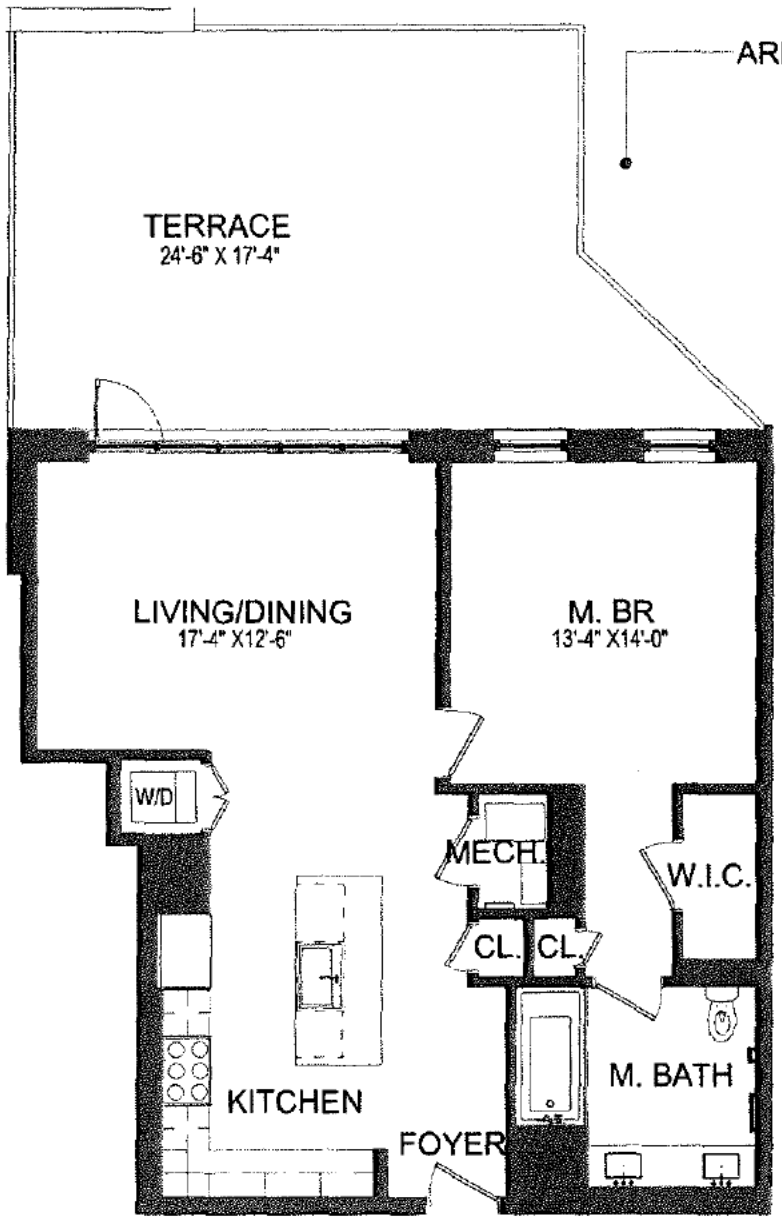
LEVELS 2
UNITS 1011

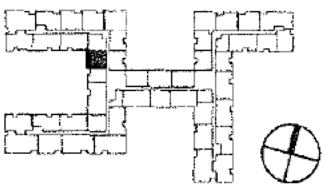
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1

LEVELS 2
UNITS 1013

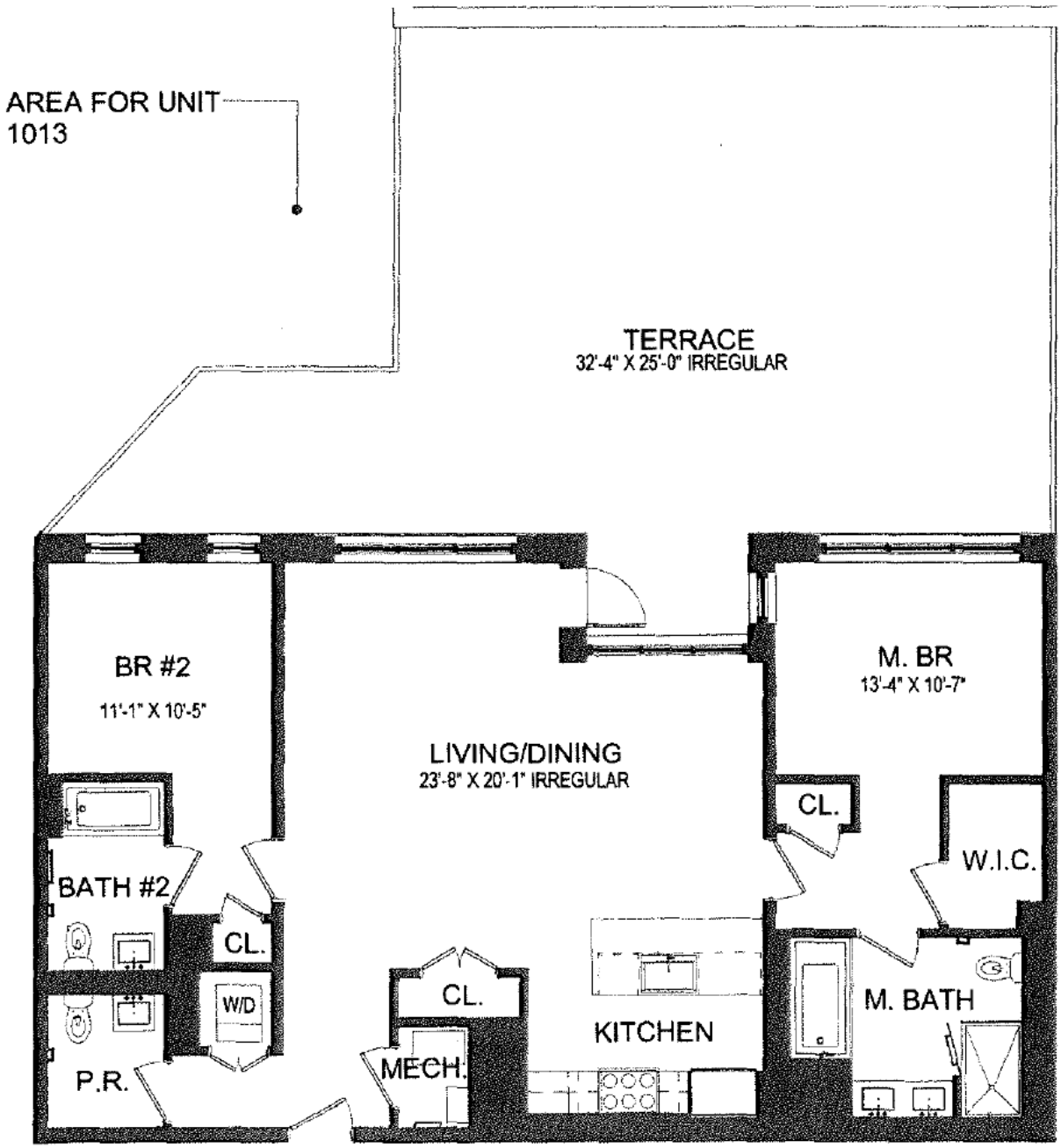
04/21/2017

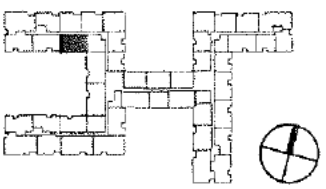
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2.5

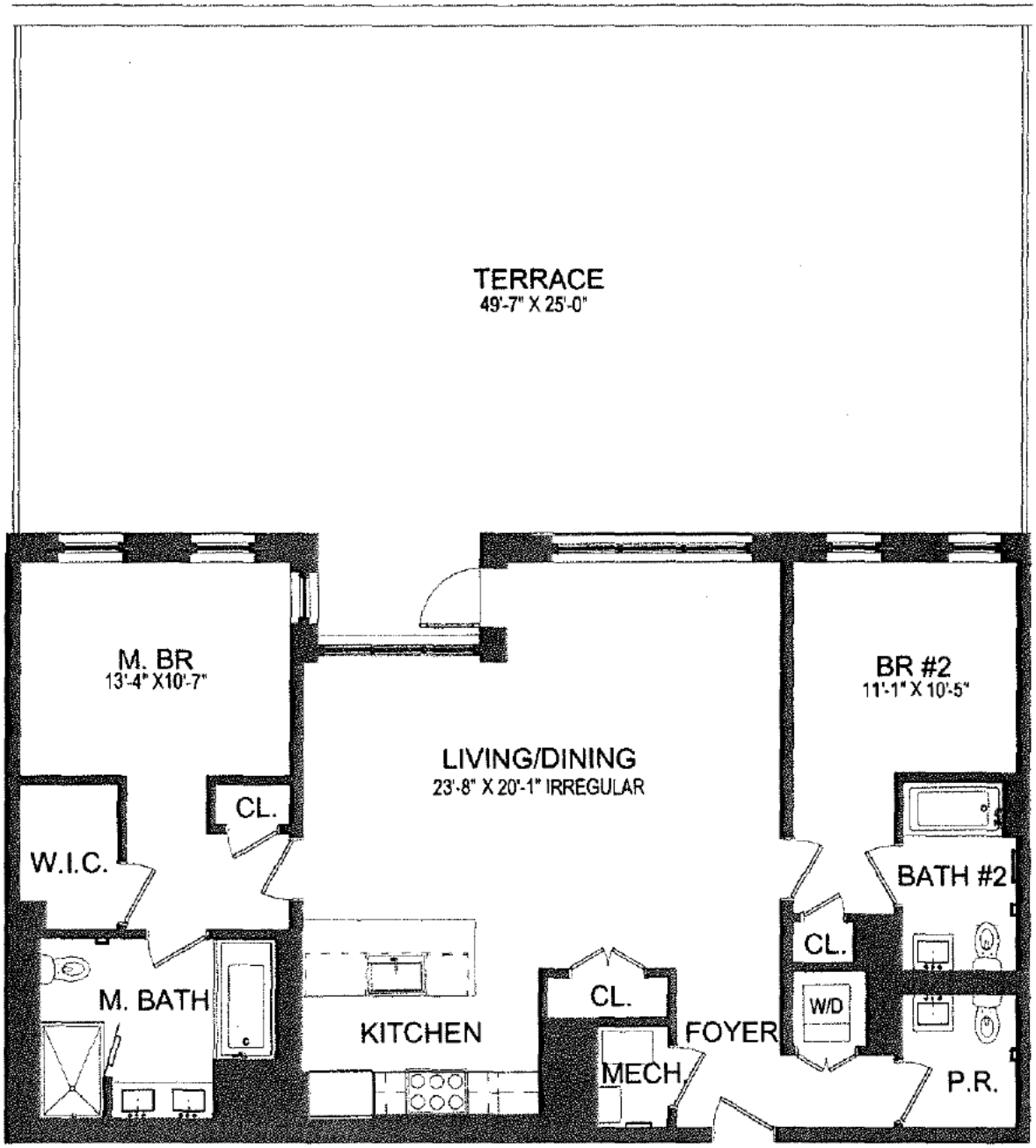
LEVELS 2
UNITS 1015

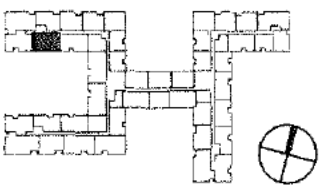
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS **2**
BATHROOMS **2.5**

LEVELS **2**
UNITS **1017**

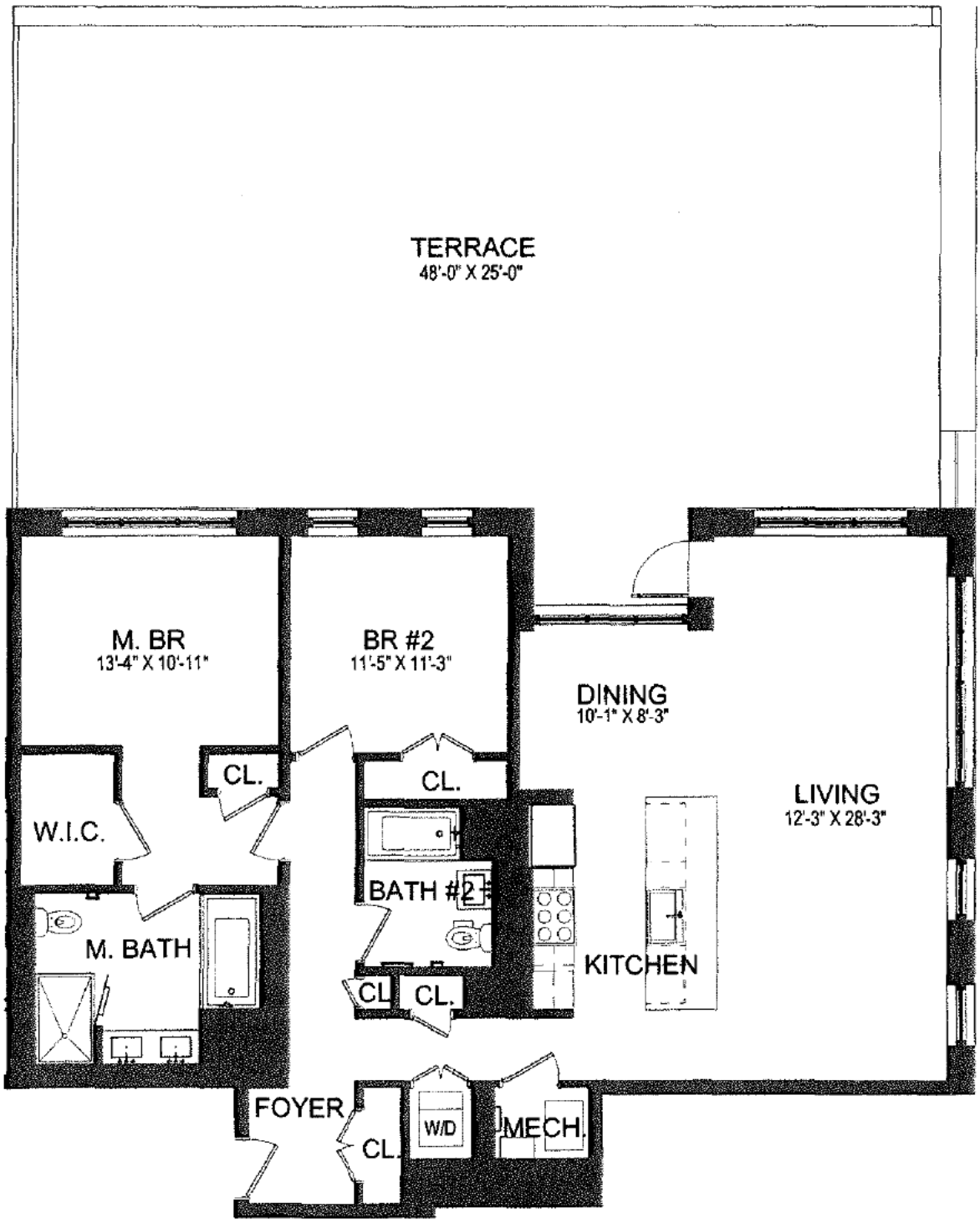
04/21/2017

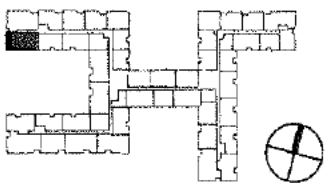
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

LEVELS 2
UNITS 1019

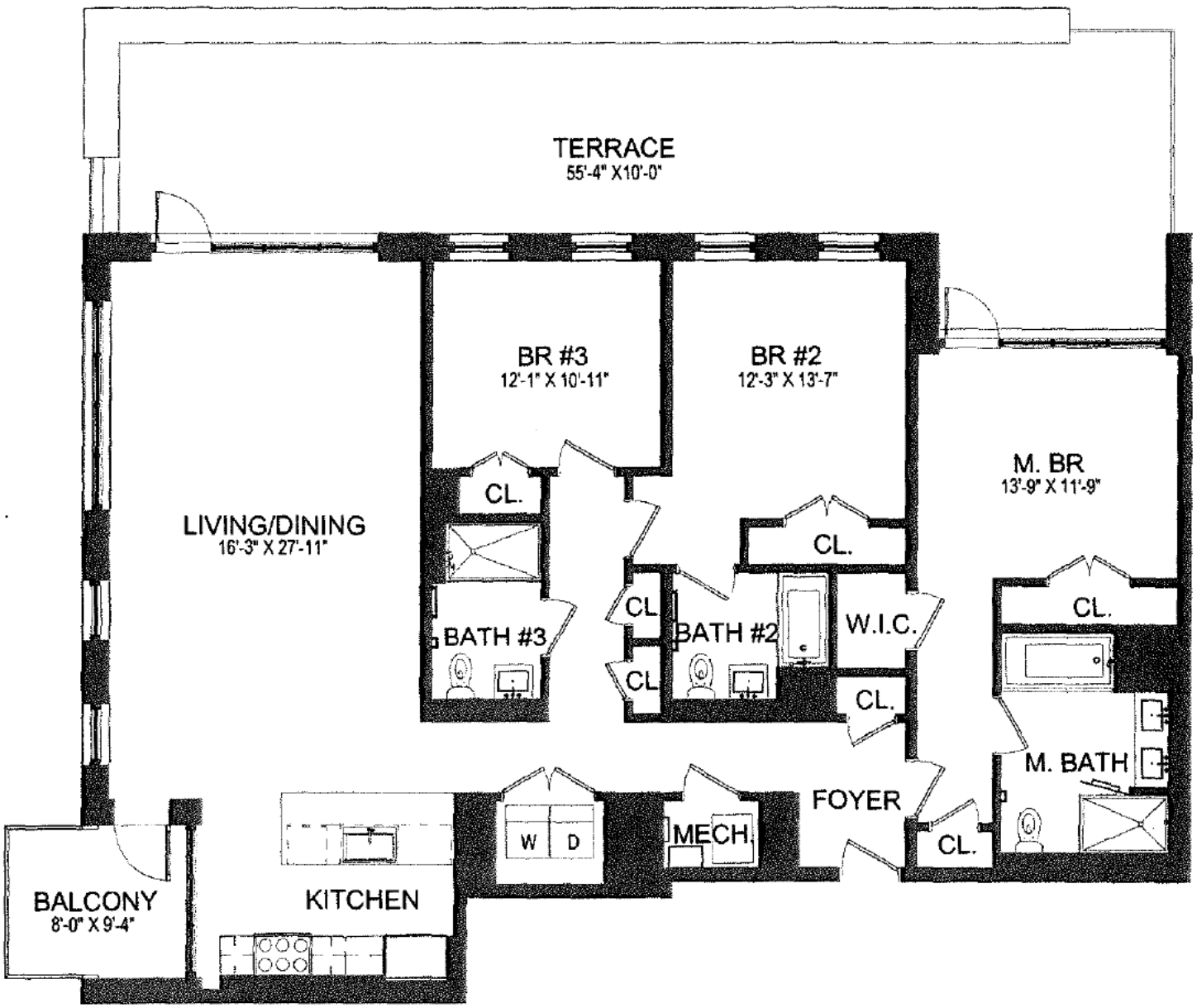
04/21/2017

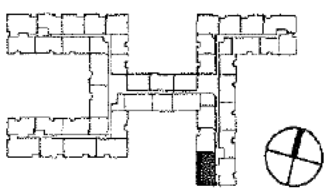
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 3
BATHROOMS 3

LEVELS 2
UNITS 1036

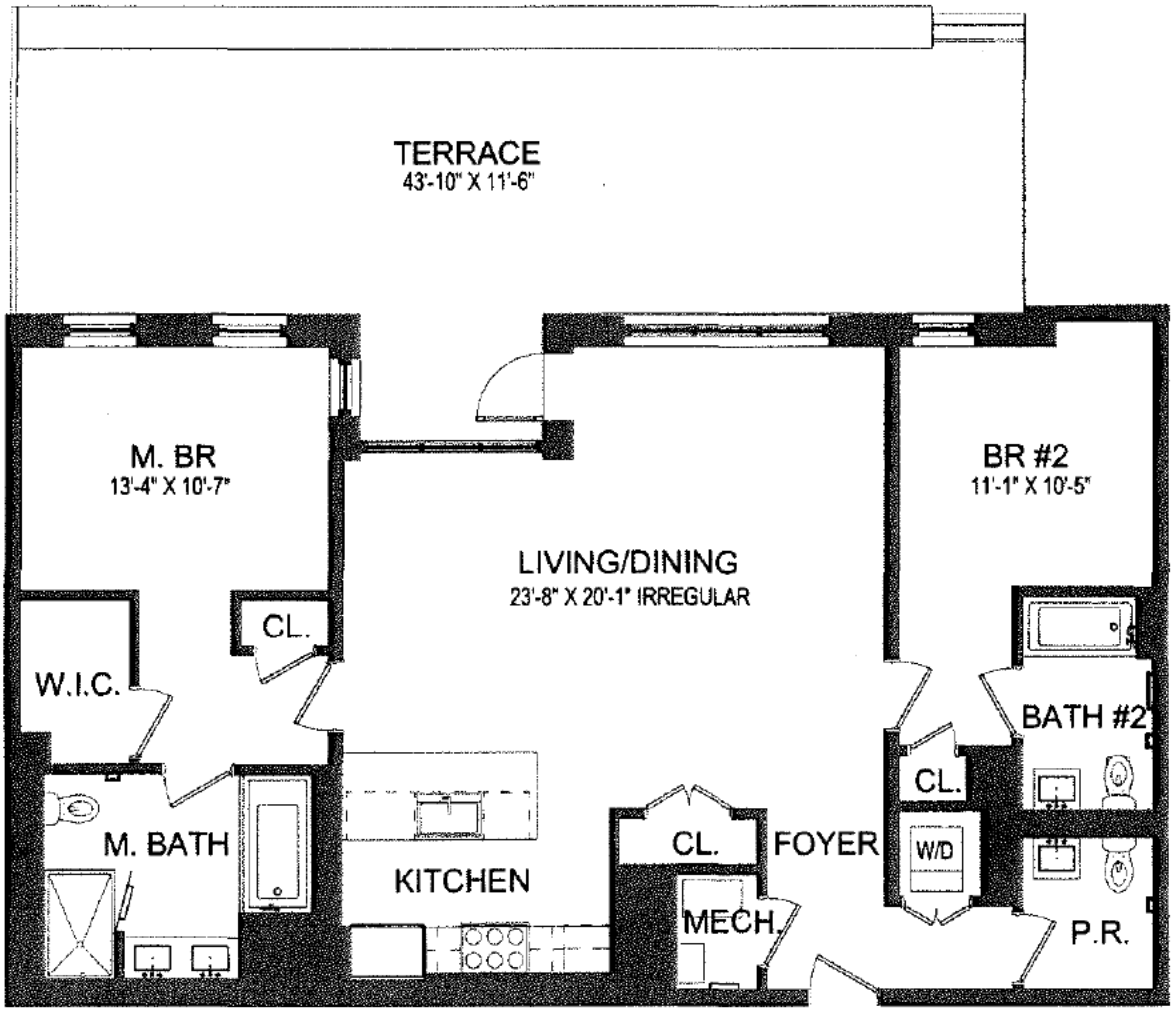
04/21/2017

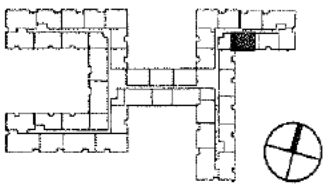
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2.5

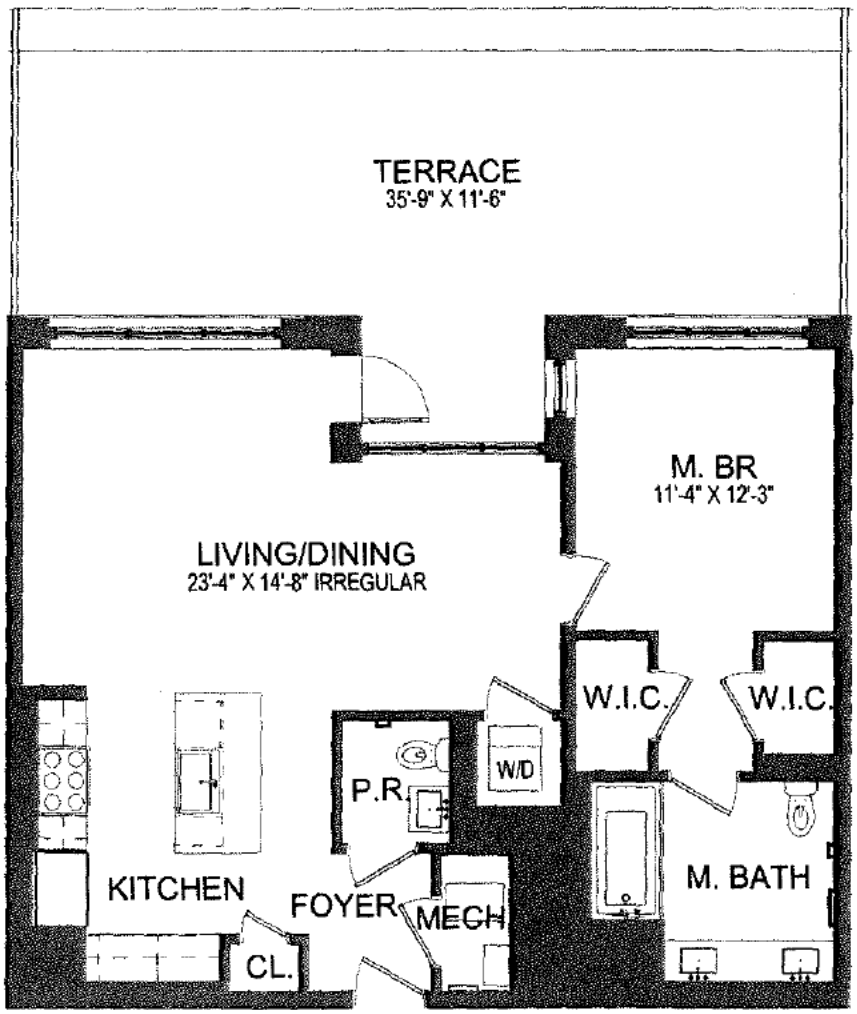
LEVELS 2
UNITS 1041

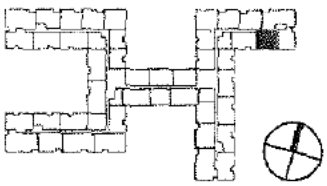
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1.5

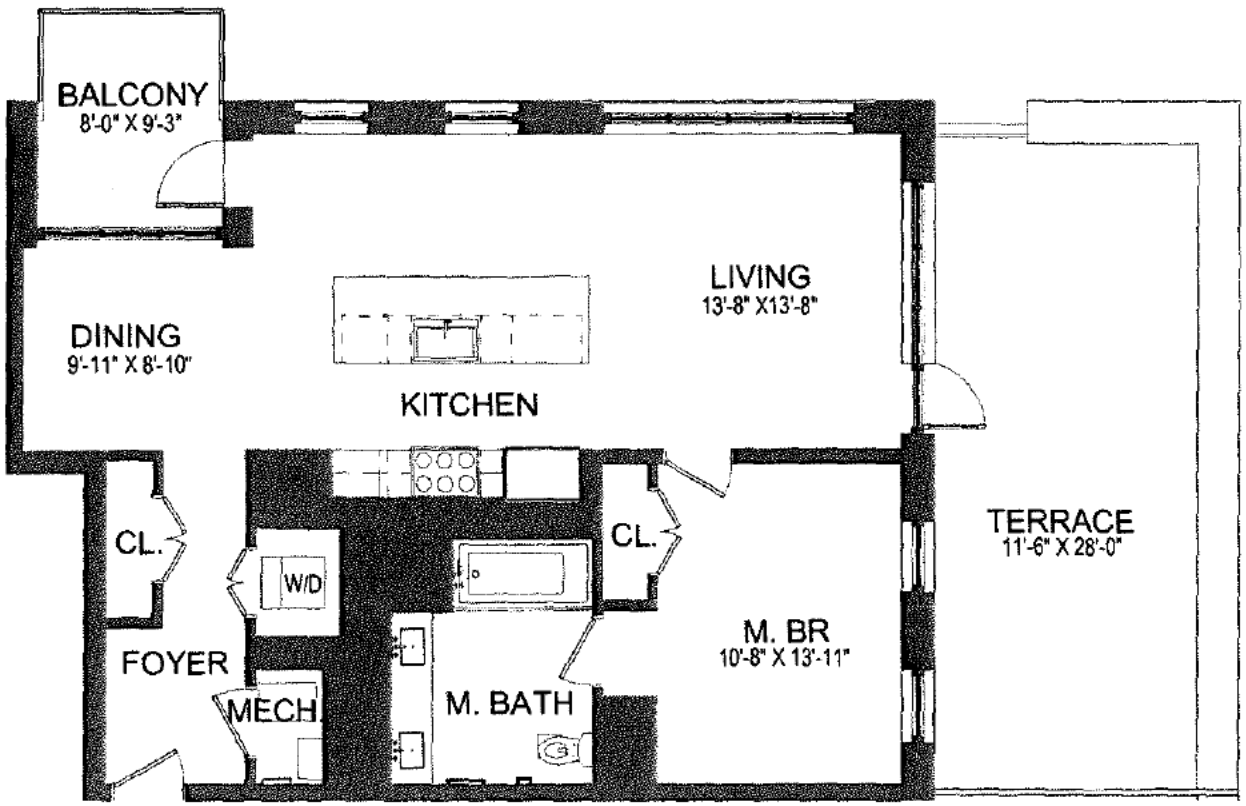
LEVELS 2
UNITS 1043

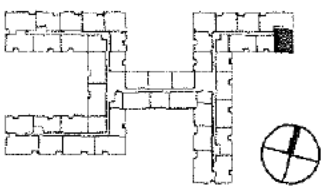
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS **1**
BATHROOMS **1**

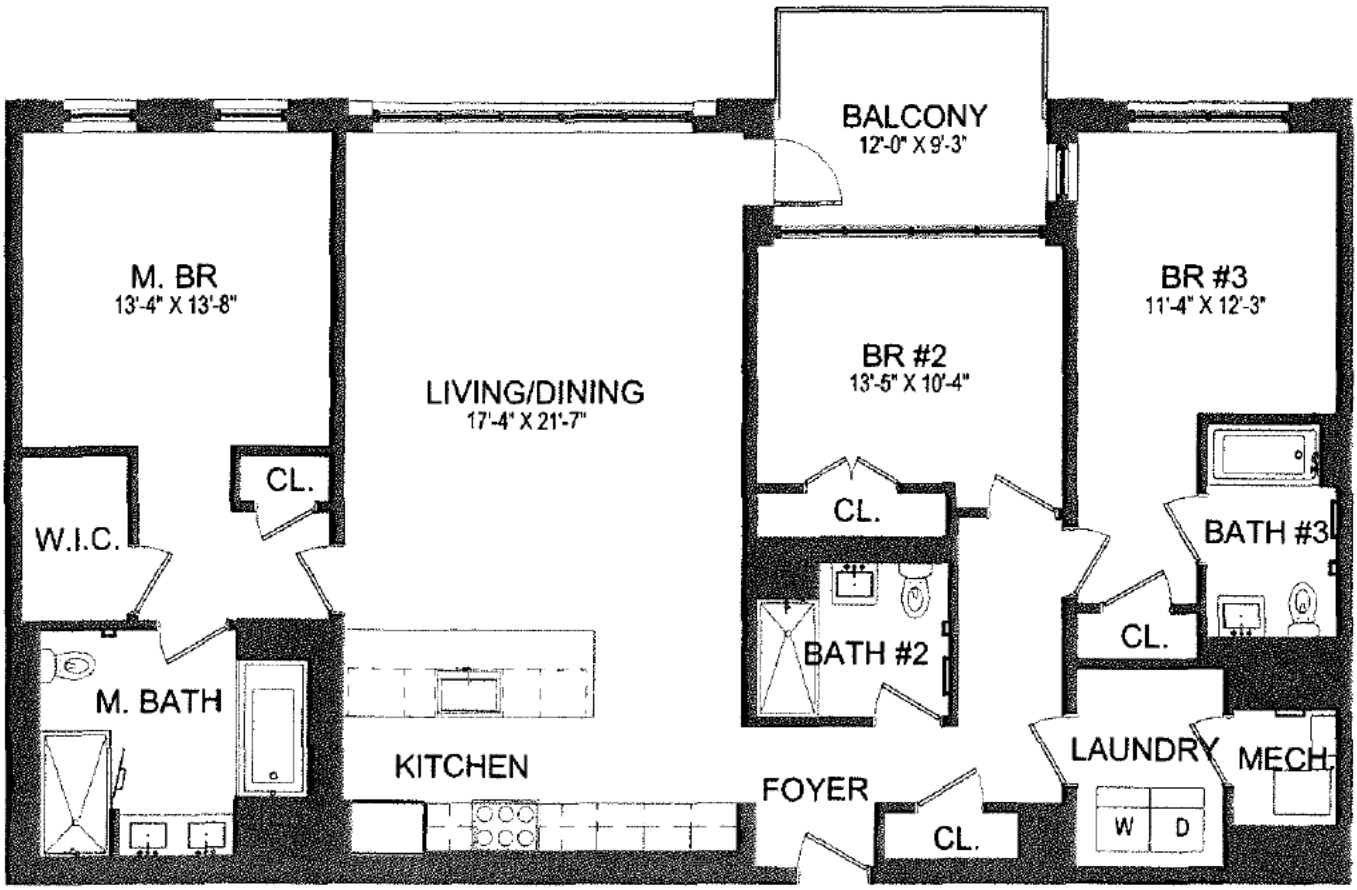
LEVELS **2**
UNITS **1045**

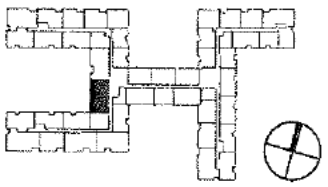
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





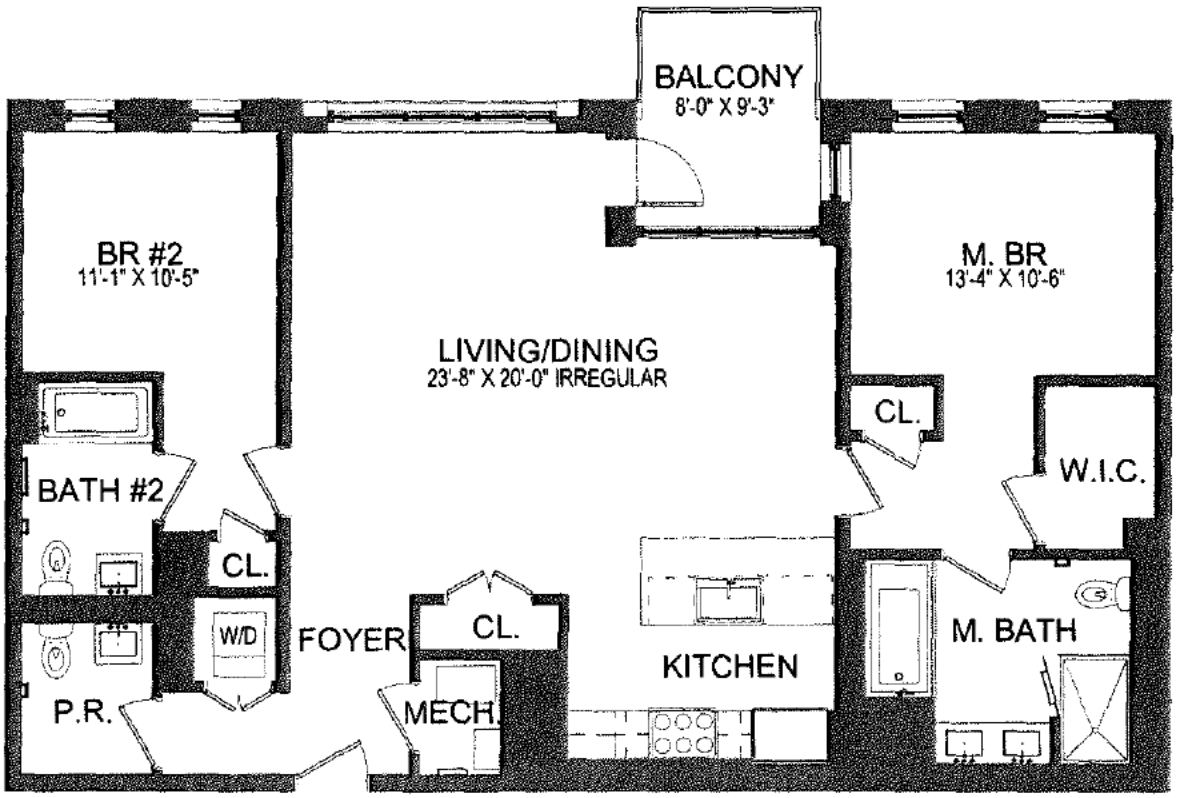
BEDROOMS 3
BATHROOMS 3
LEVELS **3 & 4**
UNITS **1101, 1201**

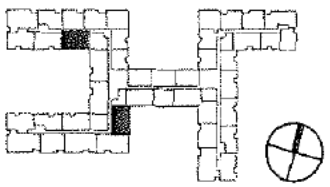
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





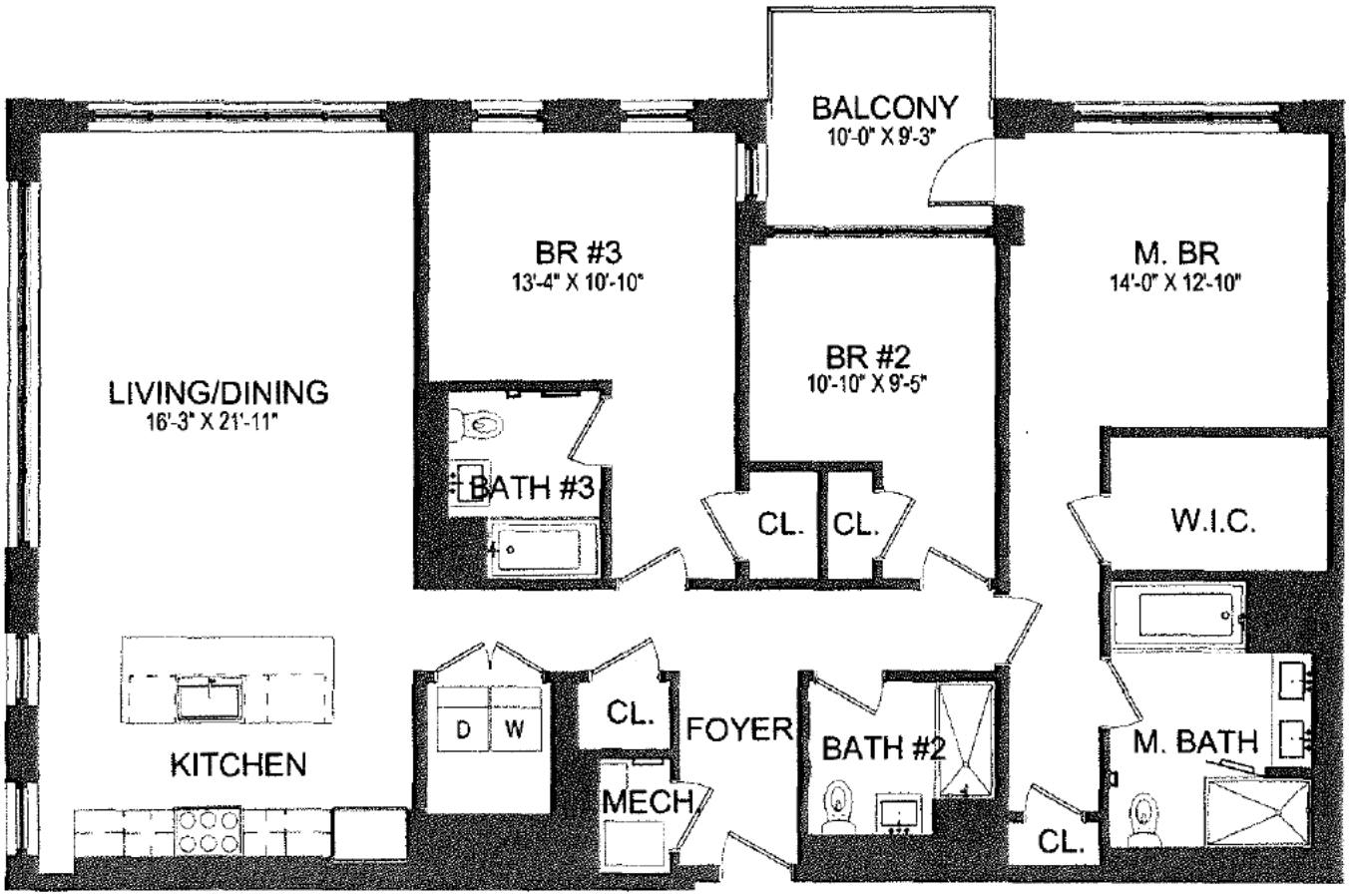
BEDROOMS **2**
BATHROOMS **2.5**
LEVELS **3 & 4**
UNITS **1102, 1115, 1202 & 1215**

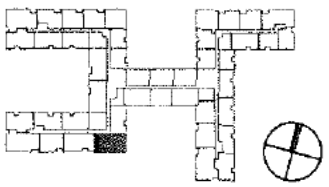
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 3
BATHROOMS 3

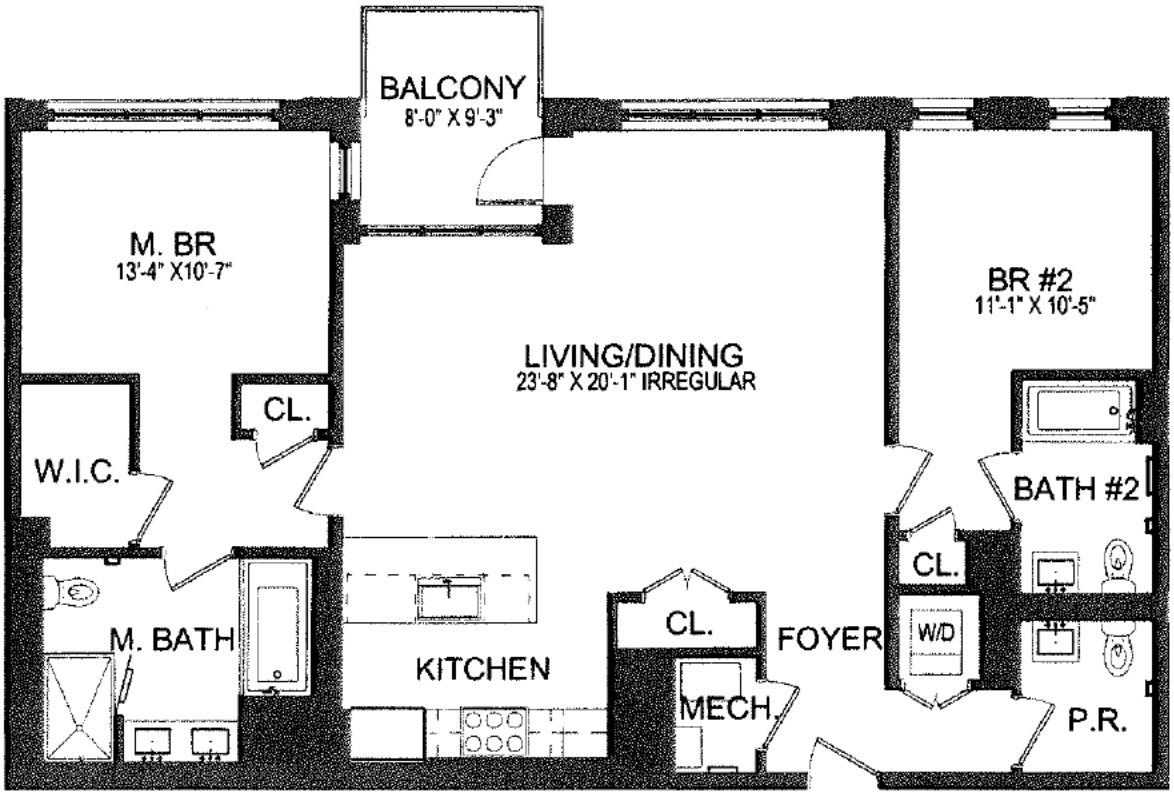
LEVELS **3 & 4**
UNITS **1104 & 1204**

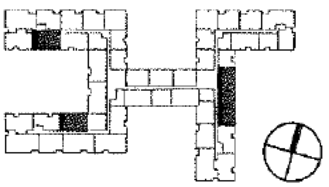
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





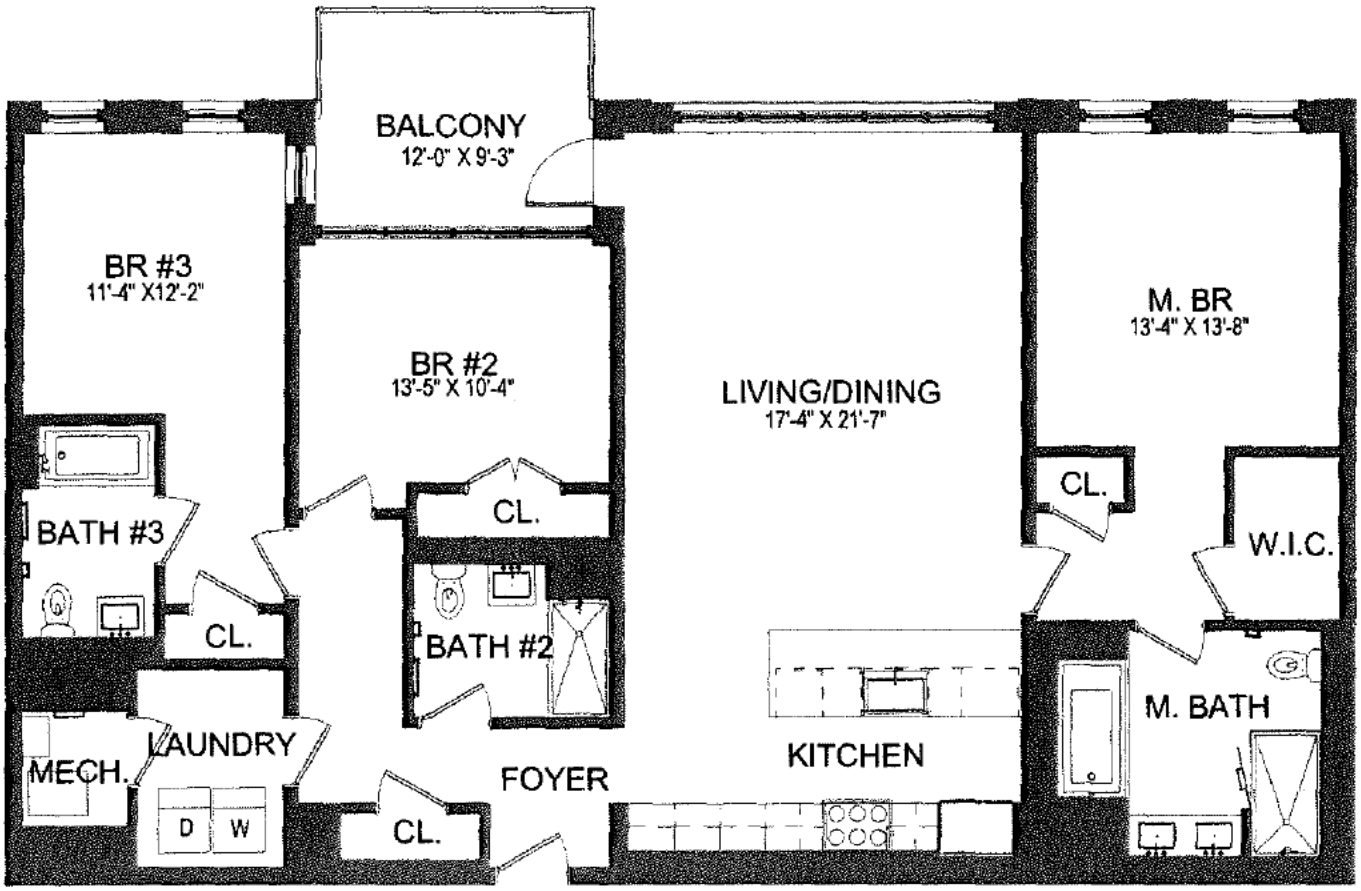
BEDROOMS 2
BATHROOMS 2.5
LEVELS 2, 3 & 4
UNITS **1031, 1037, 1105, 1117, 1131, 1137, 1205, 1217,1231 &1237**

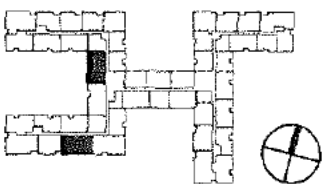
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





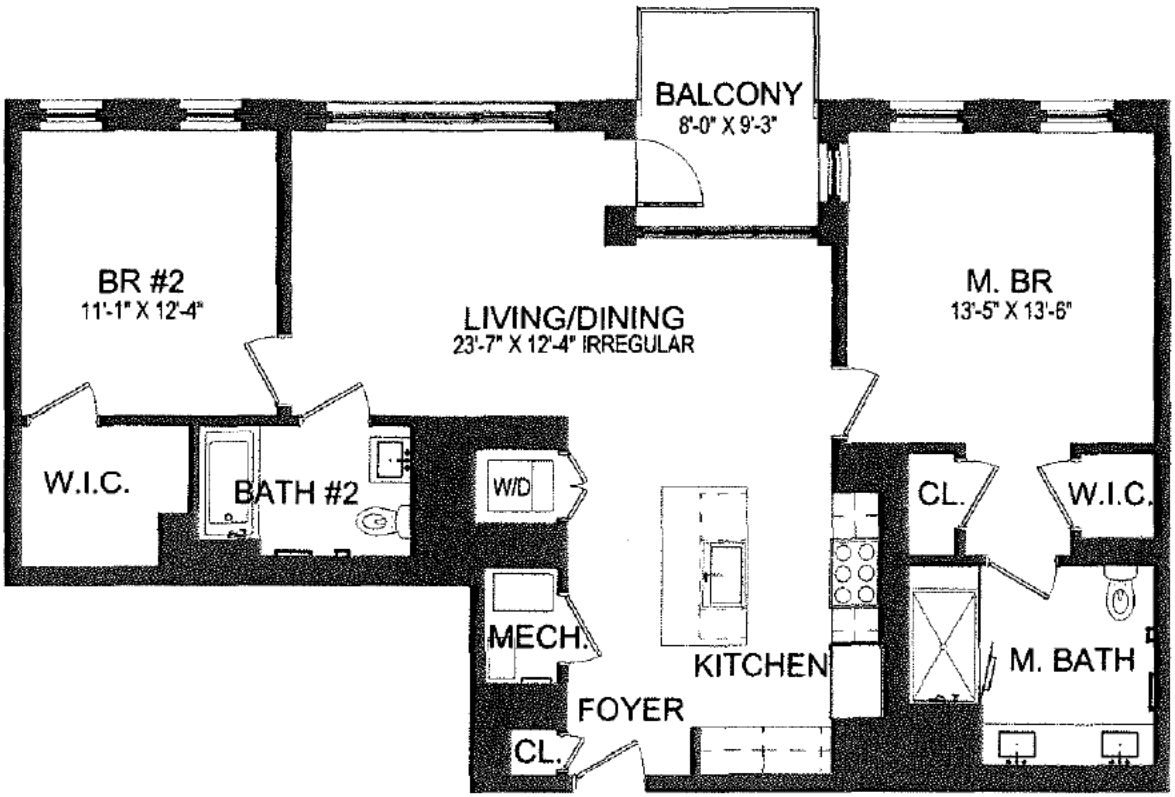
BEDROOMS 3
BATHROOMS 3
LEVELS **2, 3 & 4**
UNITS **1006, 1106, 1111, 1206 & 1211**

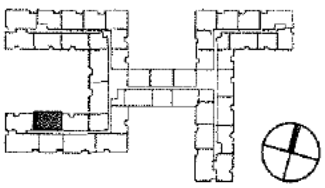
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

LEVELS 3 & 4
UNITS 1107 & 1207

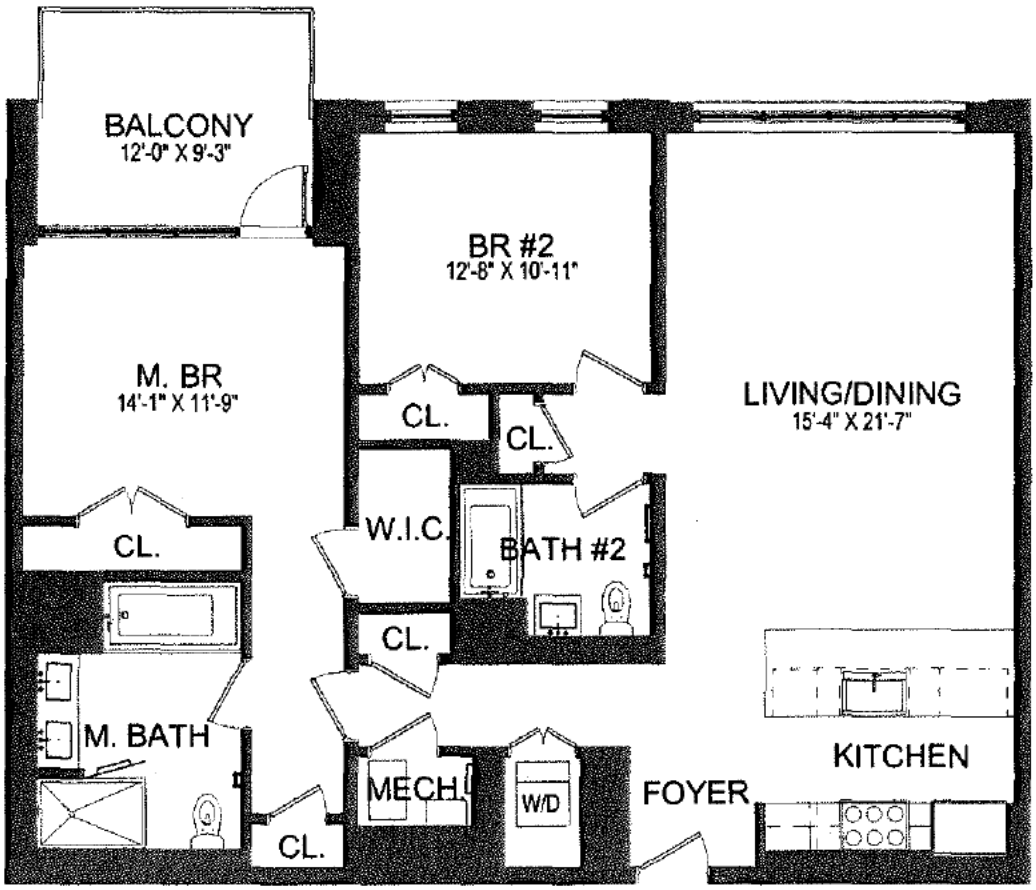
04/21/2017

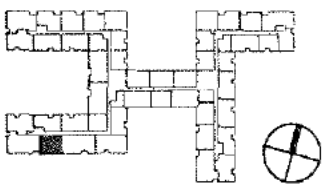
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





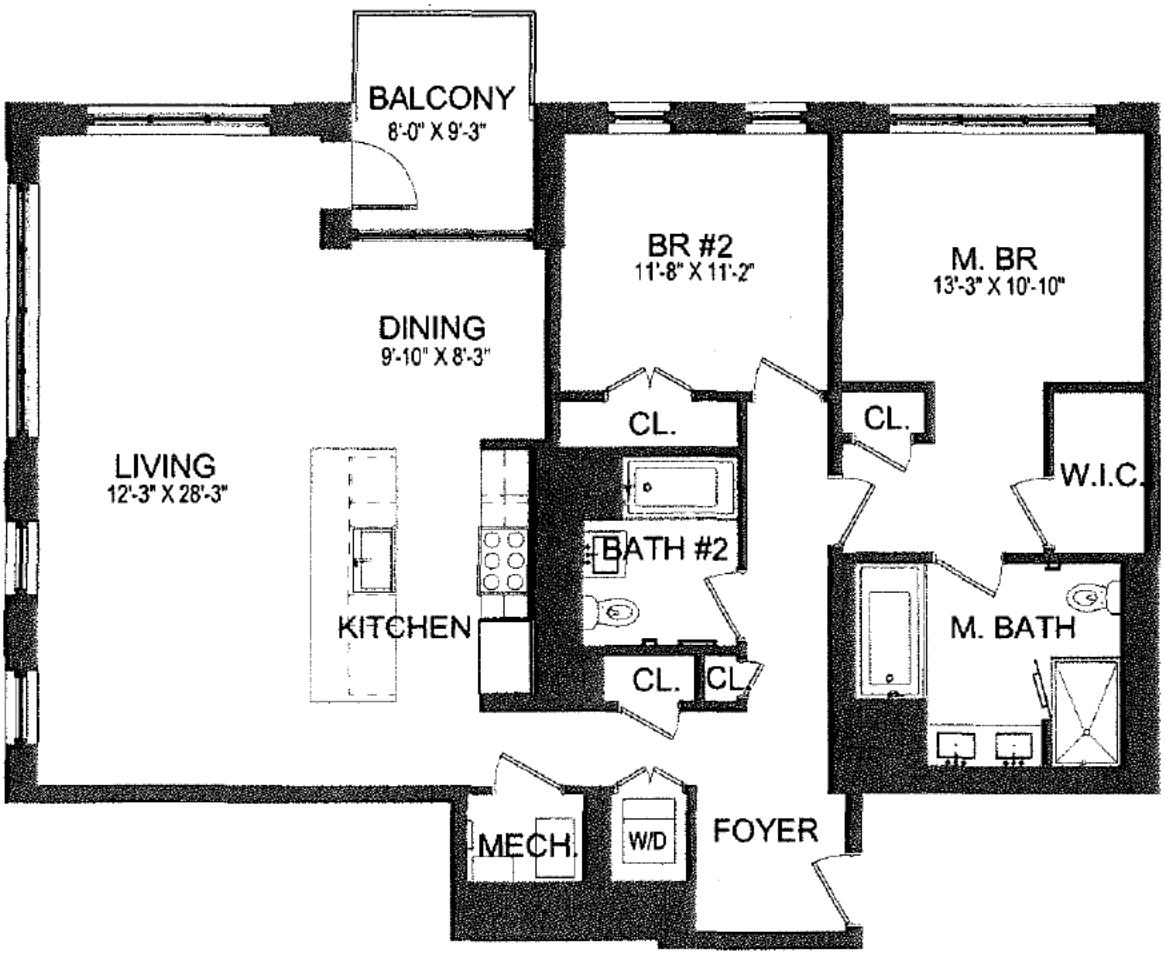
BEDROOMS 2
BATHROOMS 2
LEVELS 2, 3 & 4
UNITS **1008,1108, & 1208**

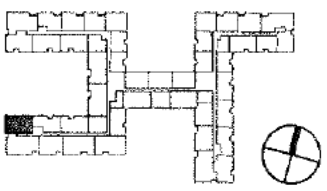
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

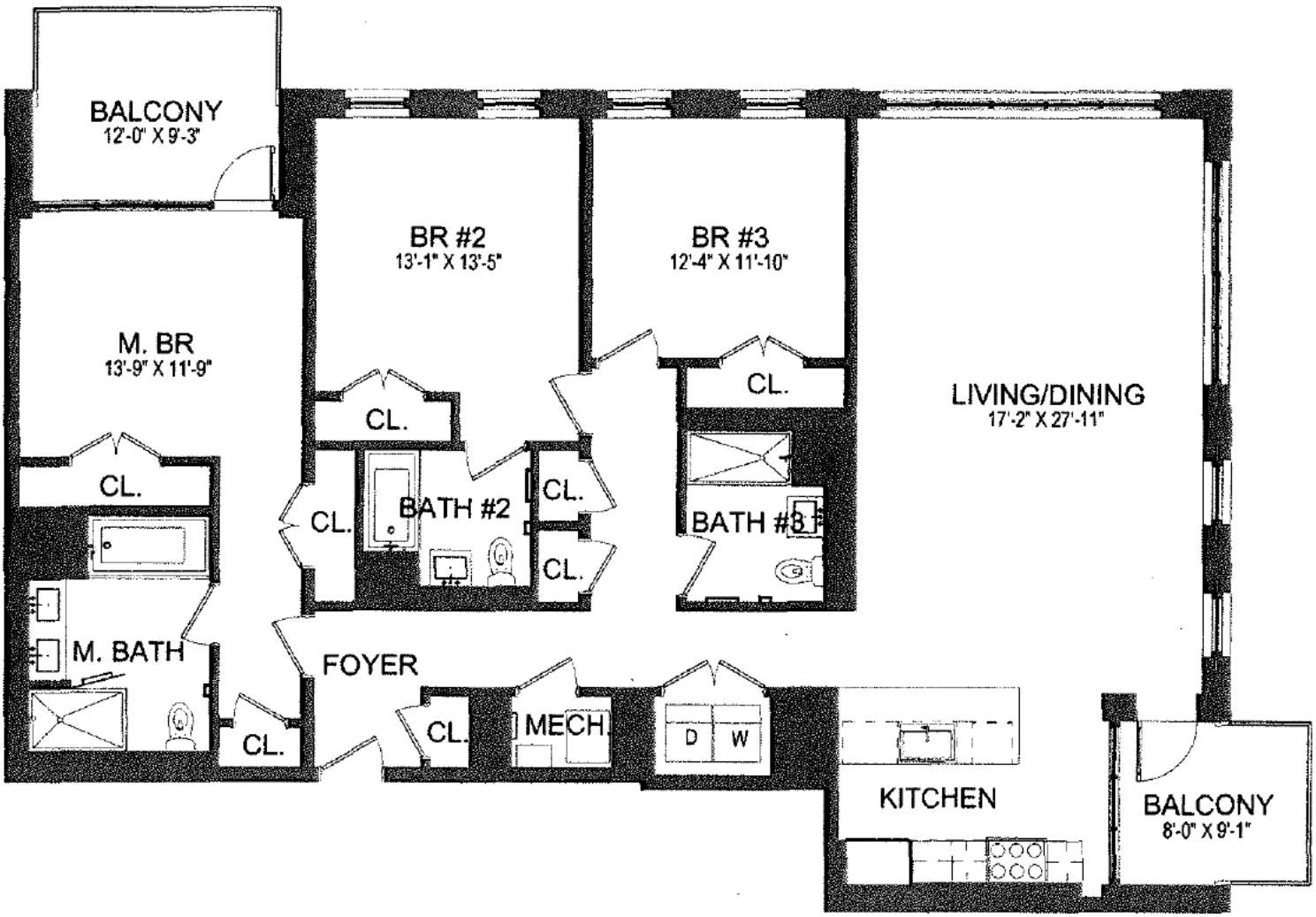
LEVELS 3 & 4
UNITS 1109 & 1209

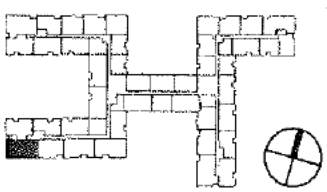
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 3
BATHROOMS 3

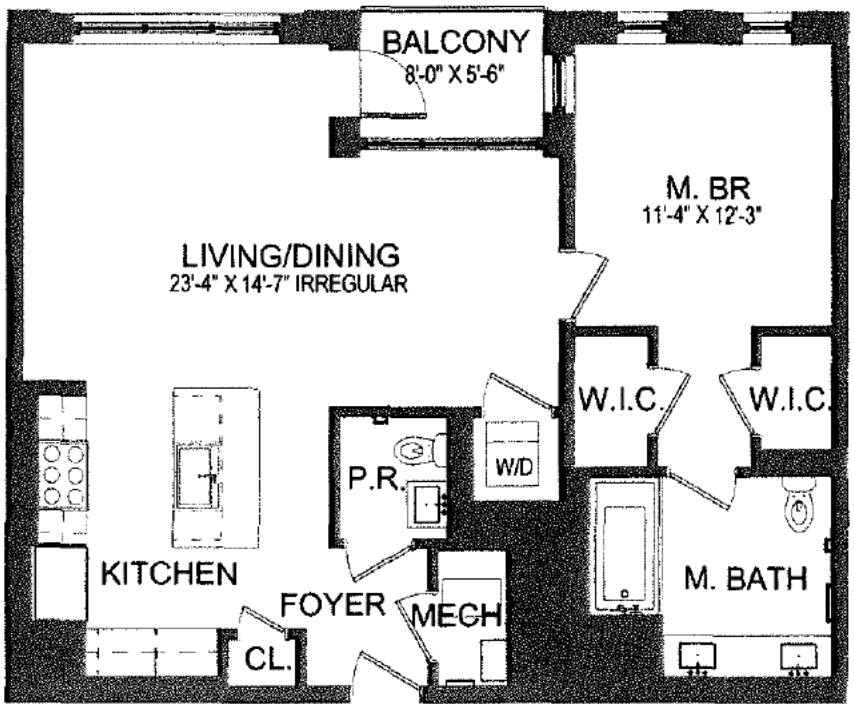
LEVELS 2, 3 & 4
UNITS 1010,1110 & 1210

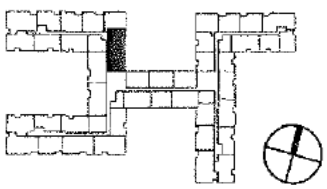
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1.5
LEVELS 2, 3 & 4
UNITS 1012,1014,1112, 1114,1212 & 1214

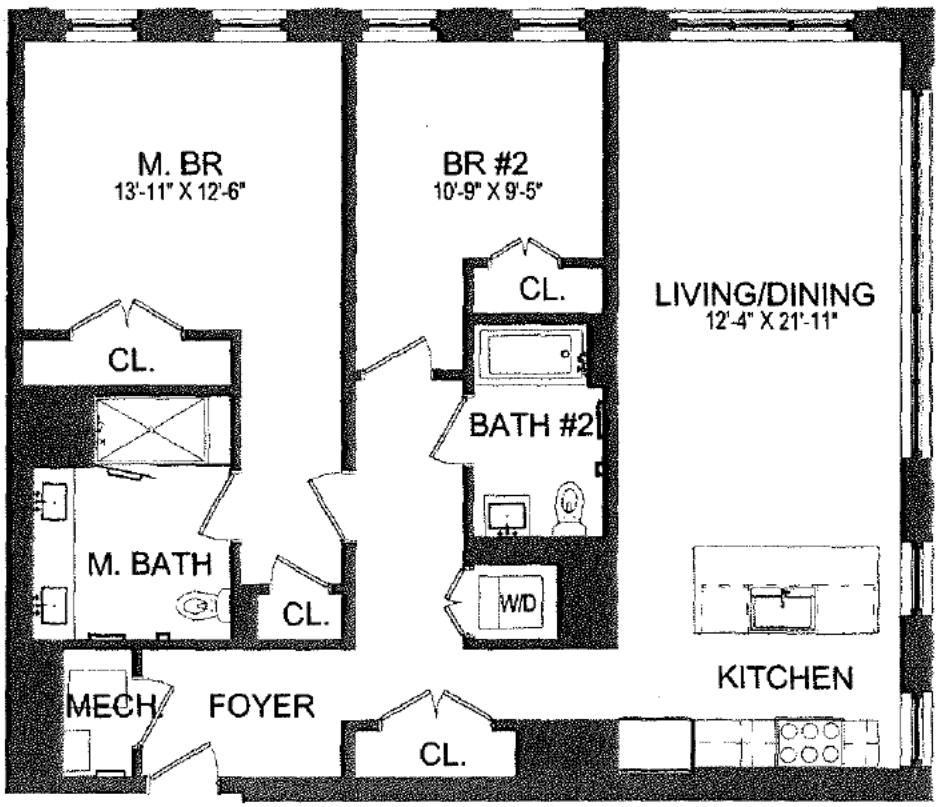
04/21/2017

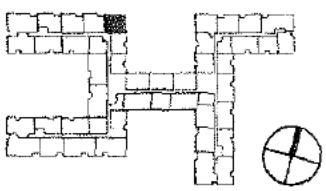
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS **2**
BATHROOMS **2**

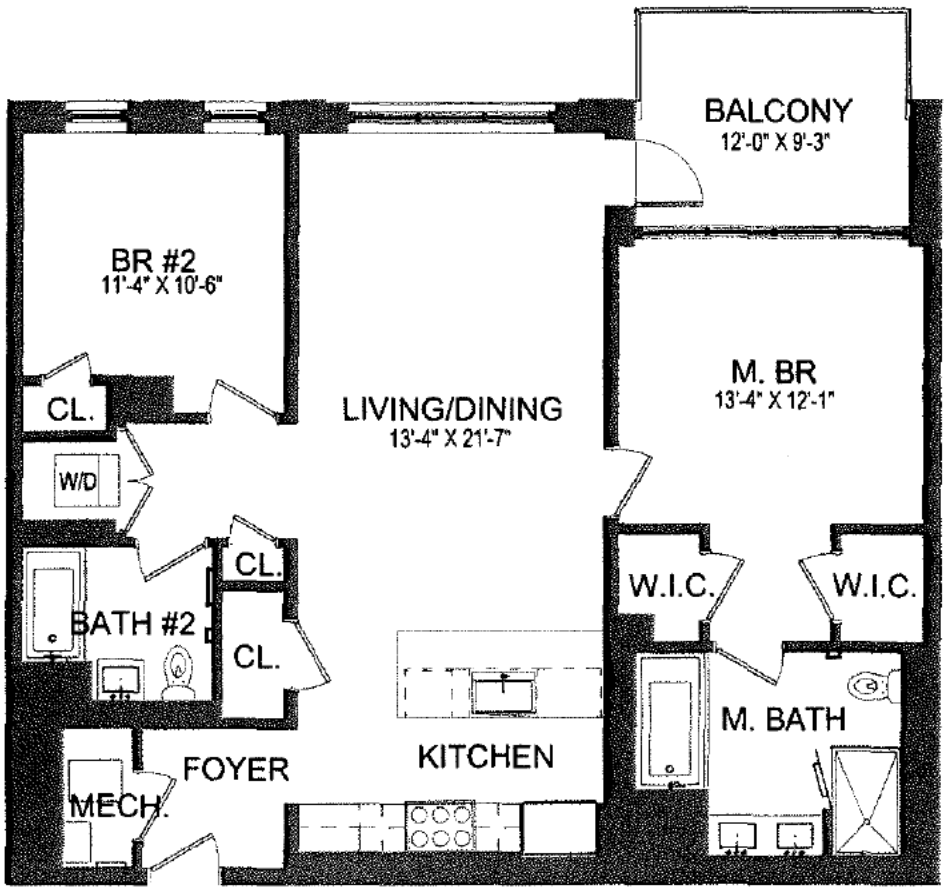
LEVELS **2, 3 & 4**
UNITS **1016, 1116 & 1216**

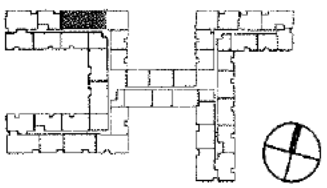
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





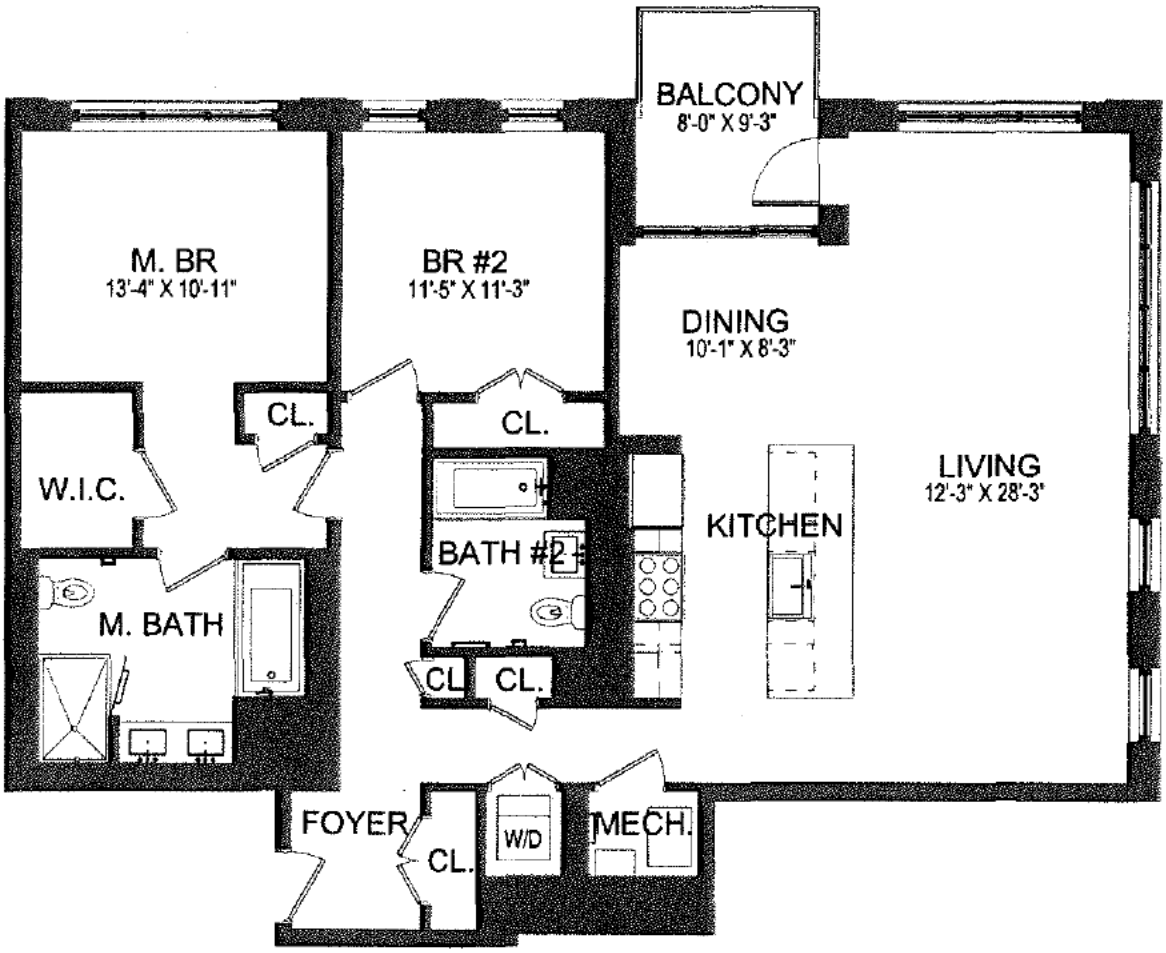
BEDROOMS 2
BATHROOMS 2
LEVELS 2, 3 & 4
UNITS 1018,1020,1118, 1120,1218, &1220

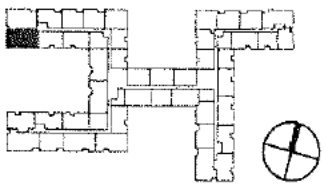
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

LEVELS 3 & 4
UNITS 1119 & 1219

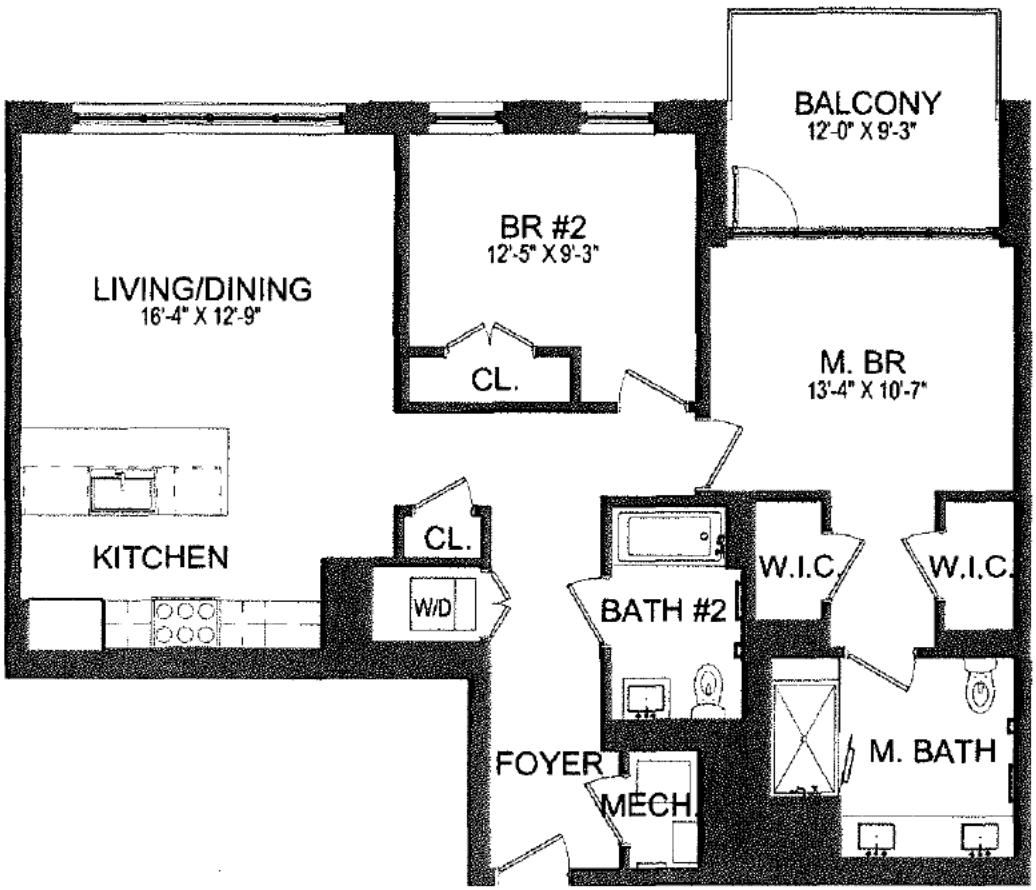
04/21/2017

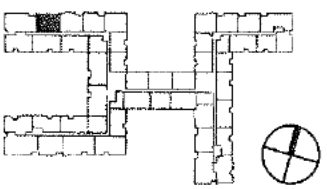
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

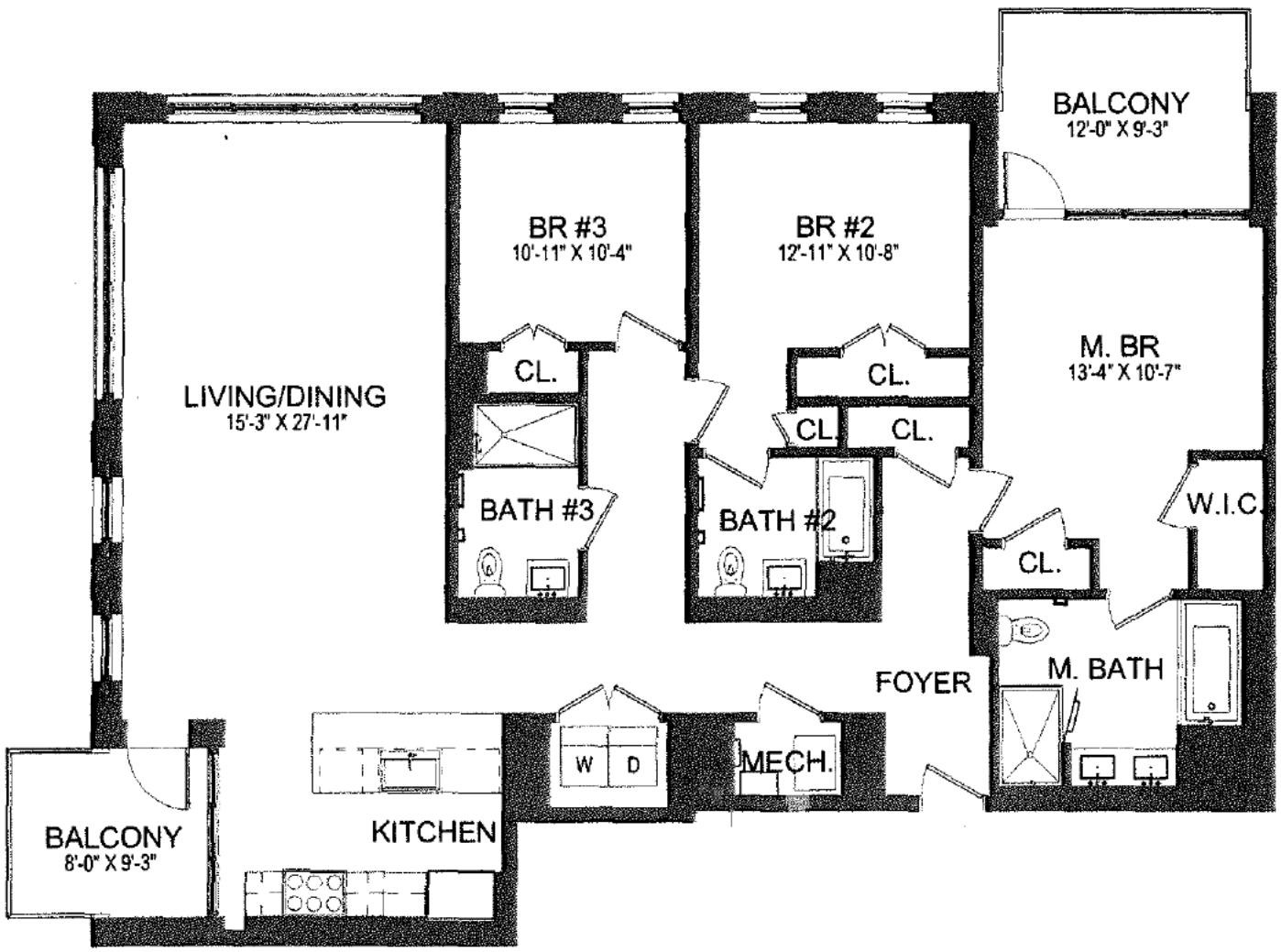
LEVELS 2, 3 & 4
UNITS 1022, 1122 & 1222

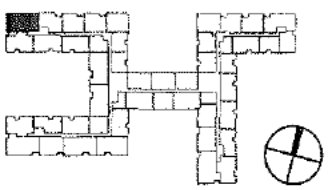
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 3
BATHROOMS 3

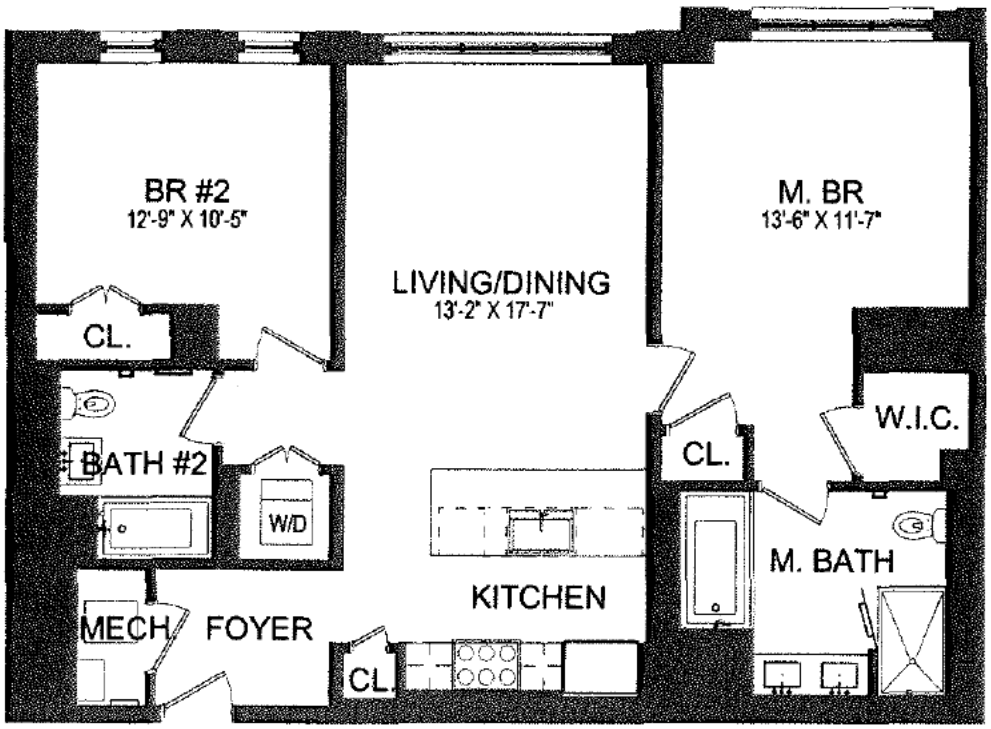
LEVELS **2, 3 & 4**
UNITS **1024, 1124 & 1224**

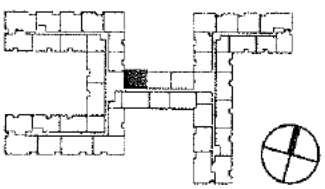
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

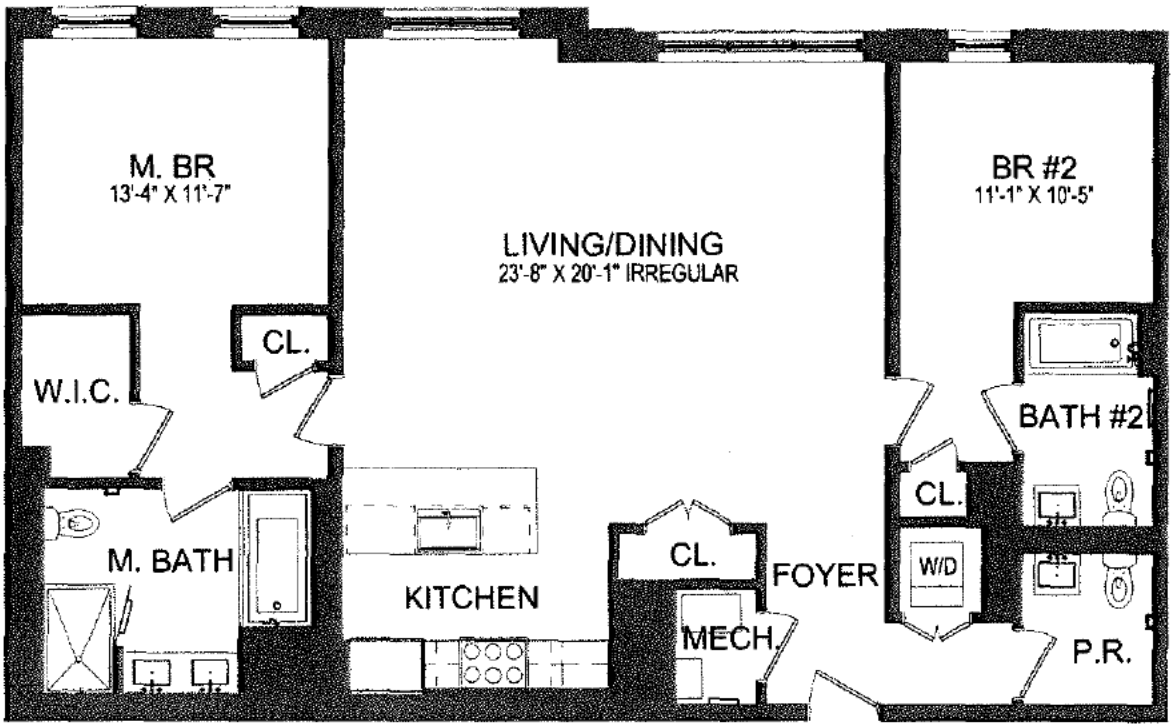
LEVELS 2, 3 & 4
UNITS 1025, 1125 & 1225

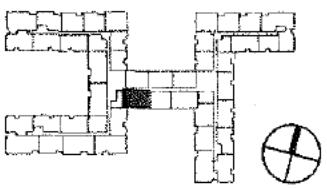
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS **2**
BATHROOMS **2.5**

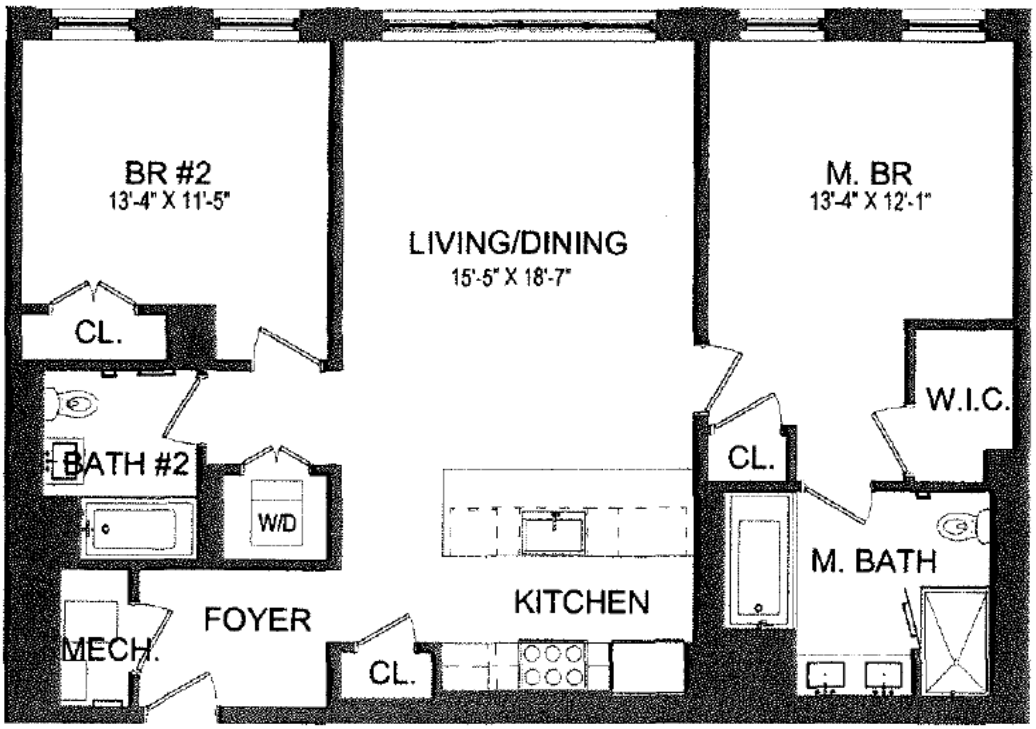
LEVELS **3 & 4**
UNITS **1126 & 1226**

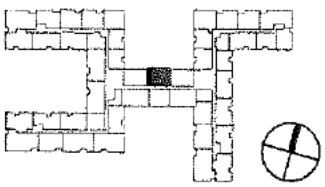
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

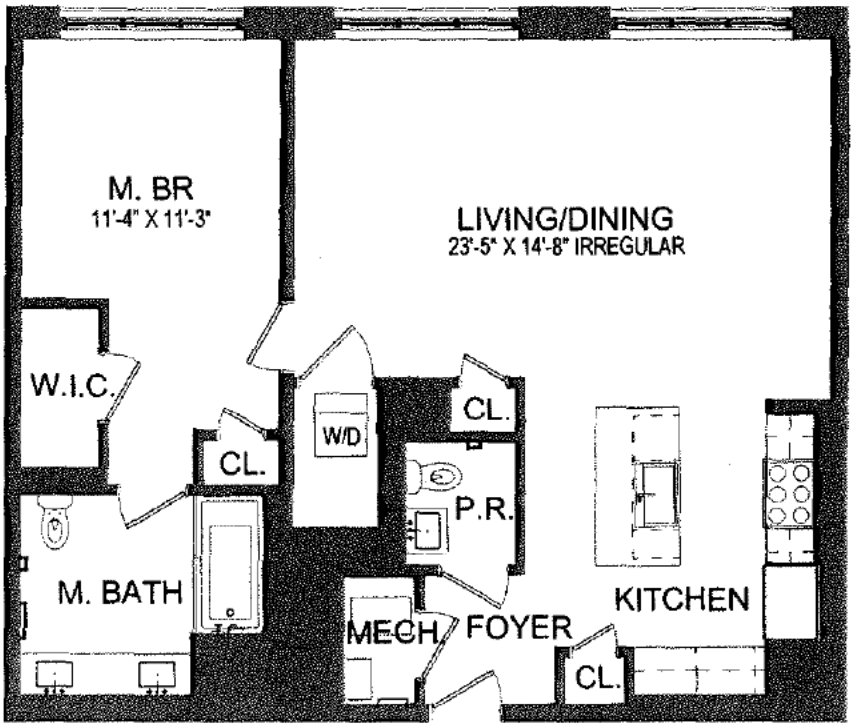
LEVELS 3 & 4
UNITS 1127 & 1227

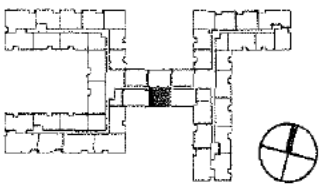
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1.5

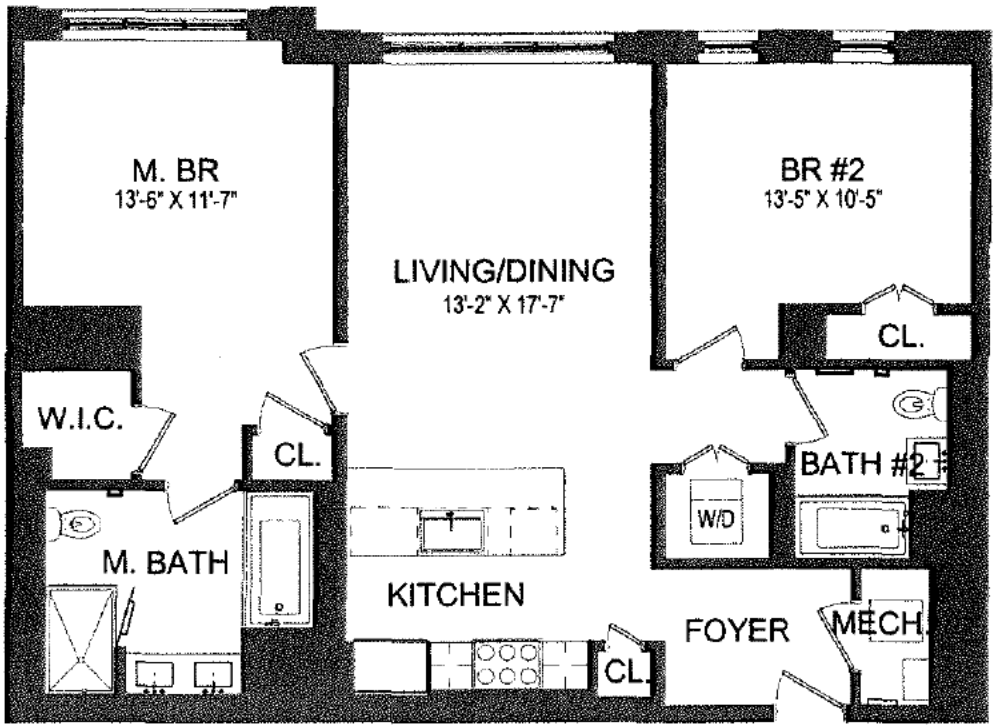
LEVELS 3 & 4
UNITS 1128 & 1228

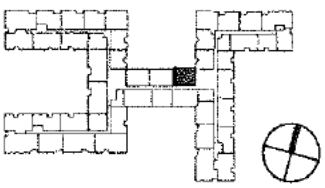
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

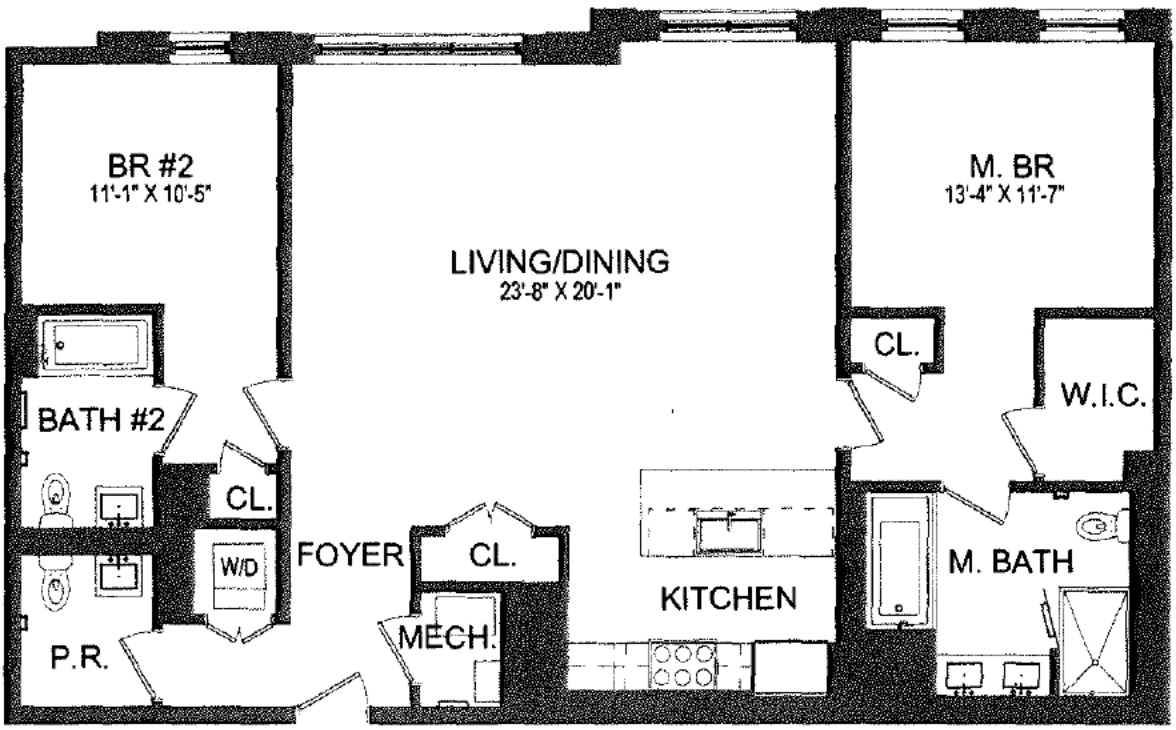
LEVELS 2, 3 & 4
UNITS **1029, 1129 & 1229**

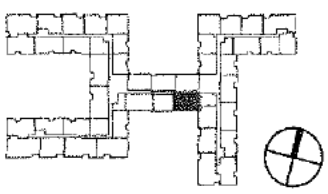
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2.5

LEVELS 3 & 4
UNITS 1130 & 1230

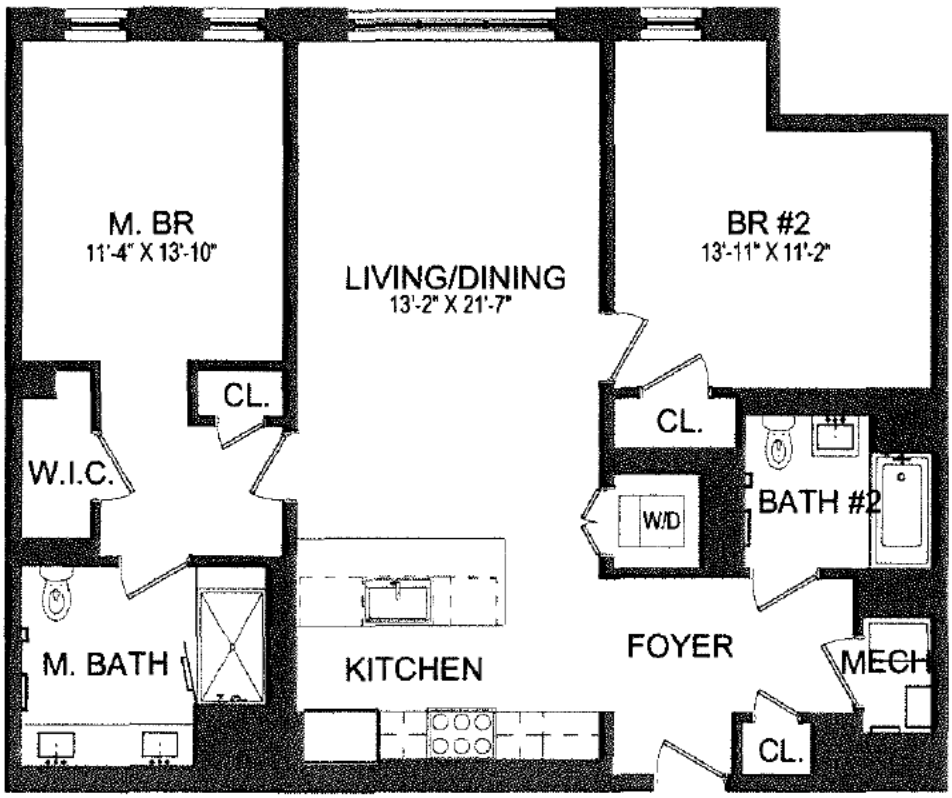
04/21/2017

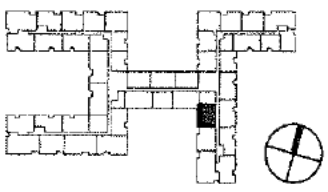
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

LEVELS 3 & 4
UNITS 1132 & 1232

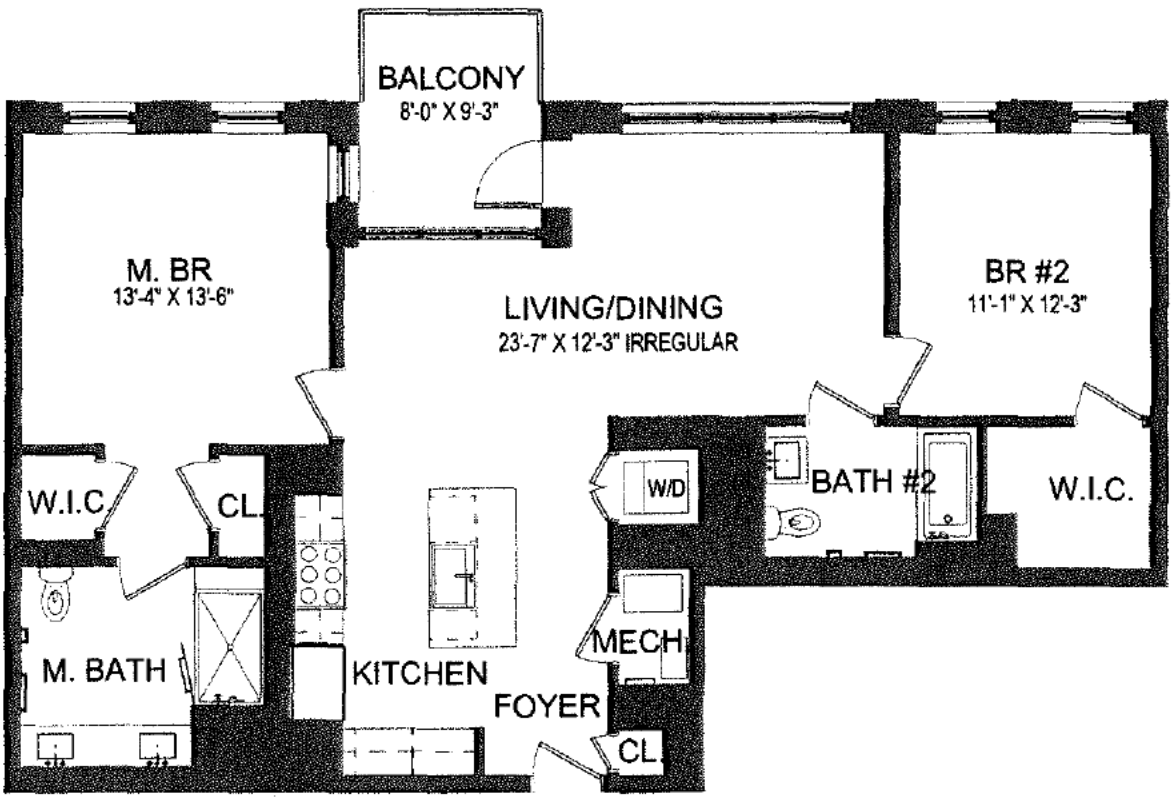
04/21/2017

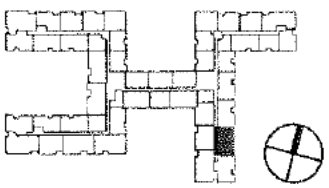
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

LEVELS **2, 3 & 4**
UNITS **1033, 1133 & 1233**

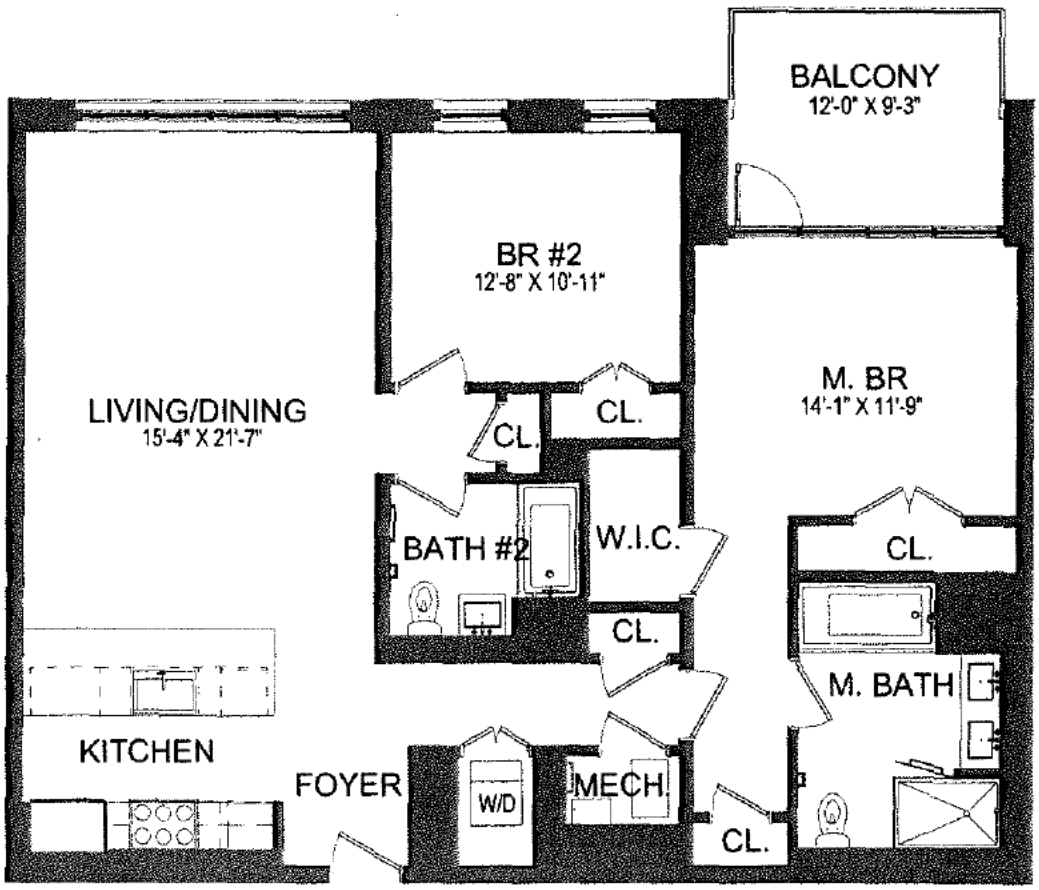
04/21/2017

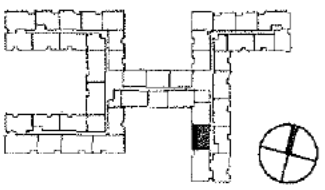
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

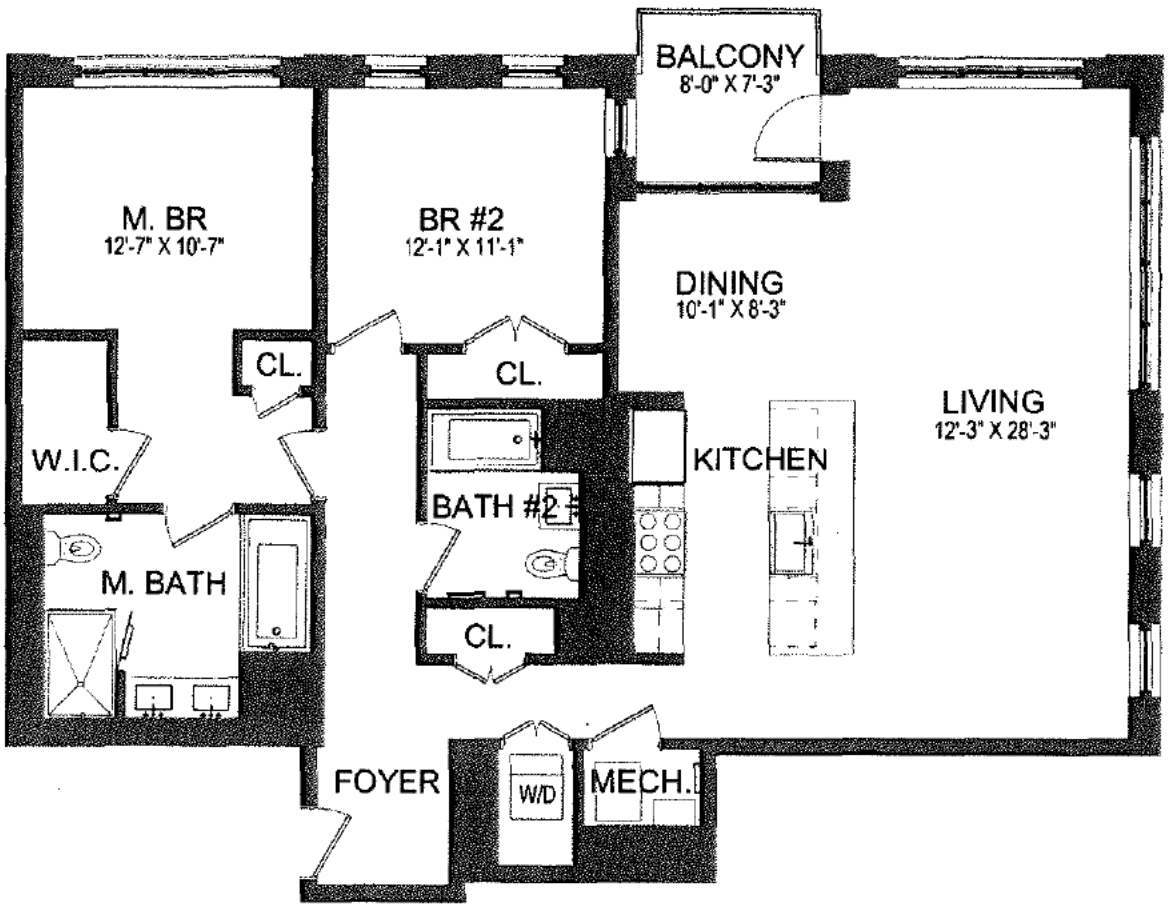
LEVELS 3 & 4
UNITS 1134 & 1234

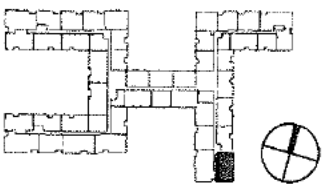
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

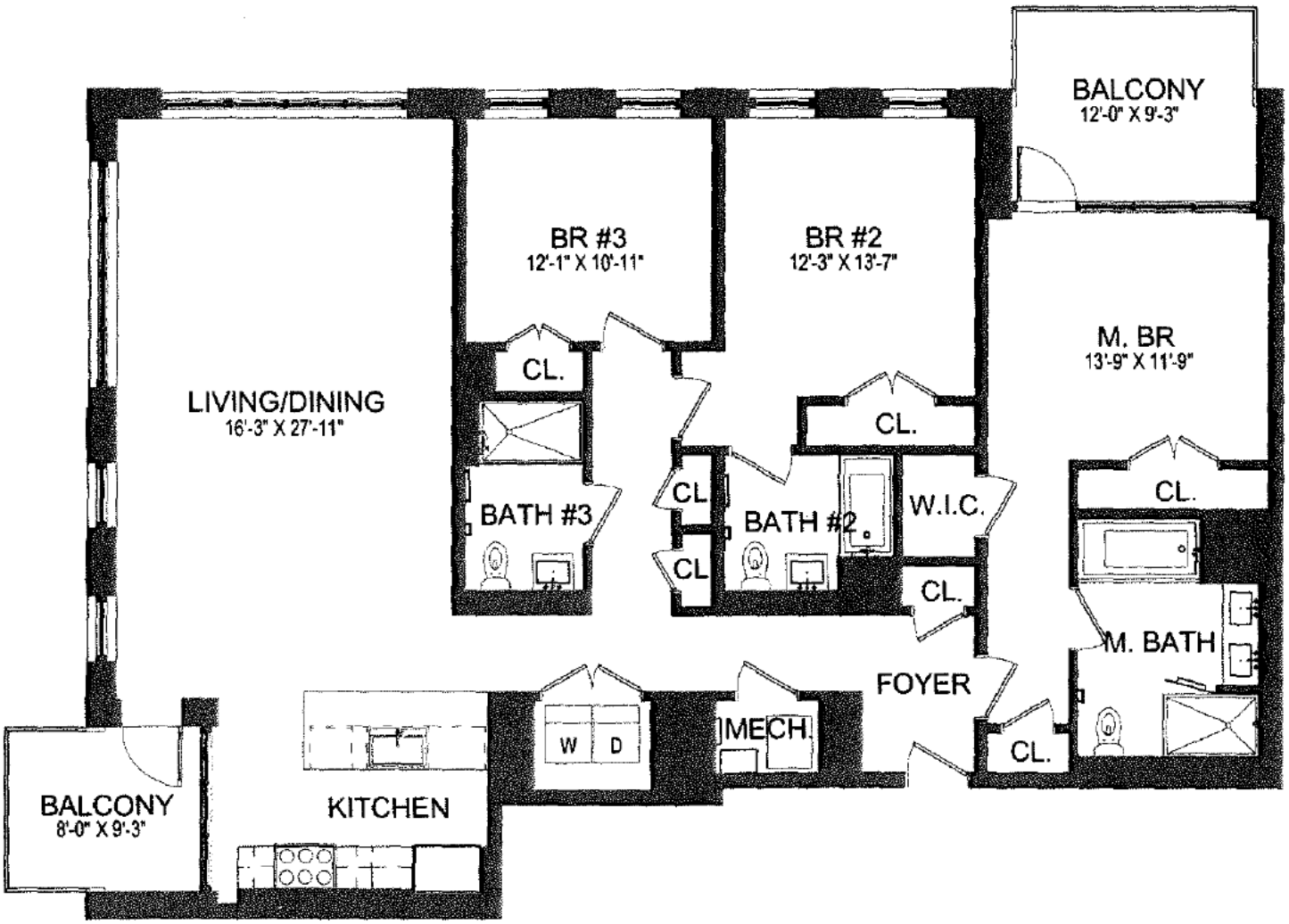
LEVELS 2, 3 & 4
UNITS 1035, 1135 & 1235

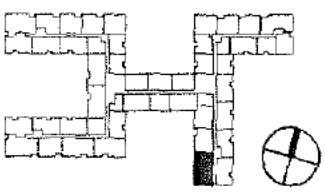
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 3
BATHROOMS 3

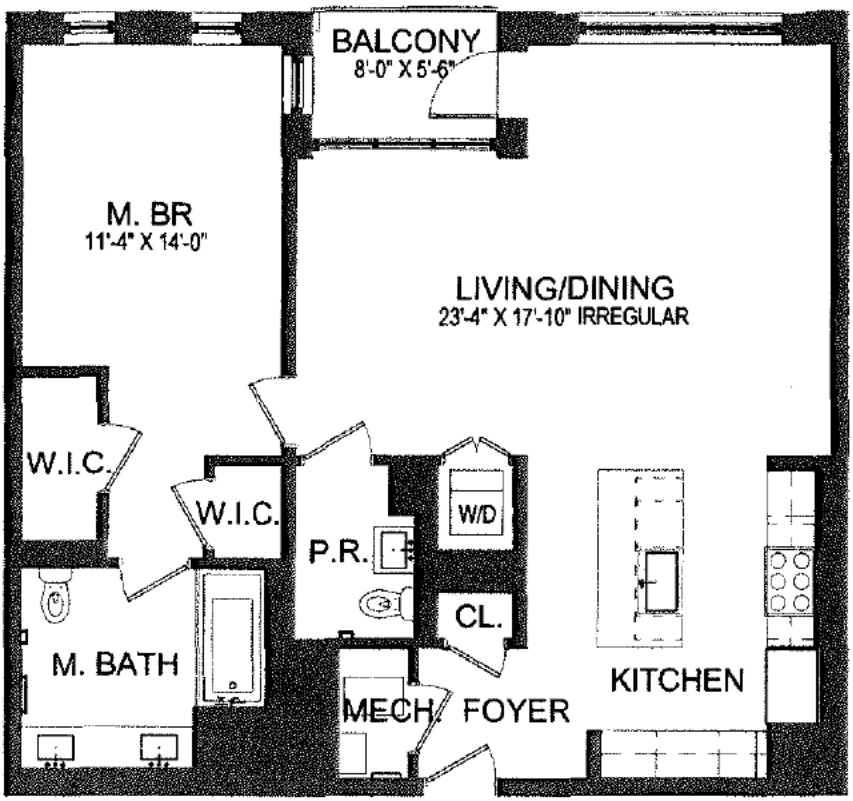
LEVELS 3 & 4
UNITS **1136 & 1236**

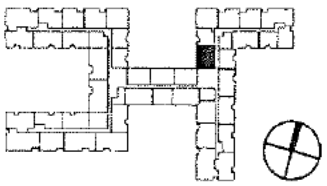
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1.5

LEVELS 2, 3 & 4
UNITS 1038, 1138 & 1238

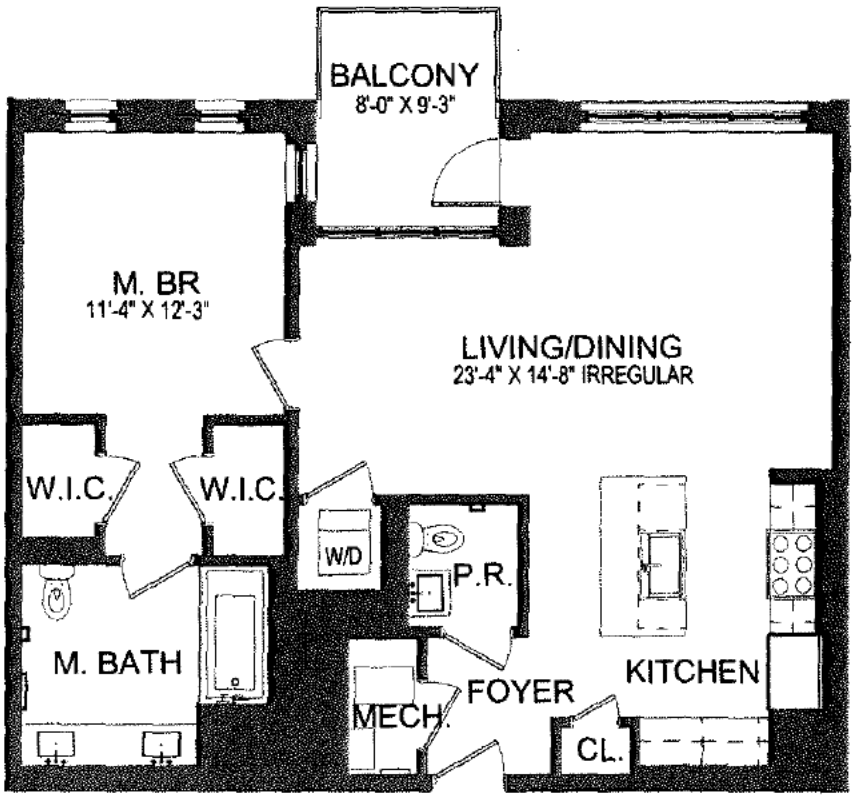
04/21/2017

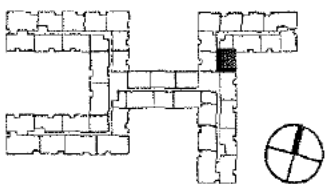
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1.5

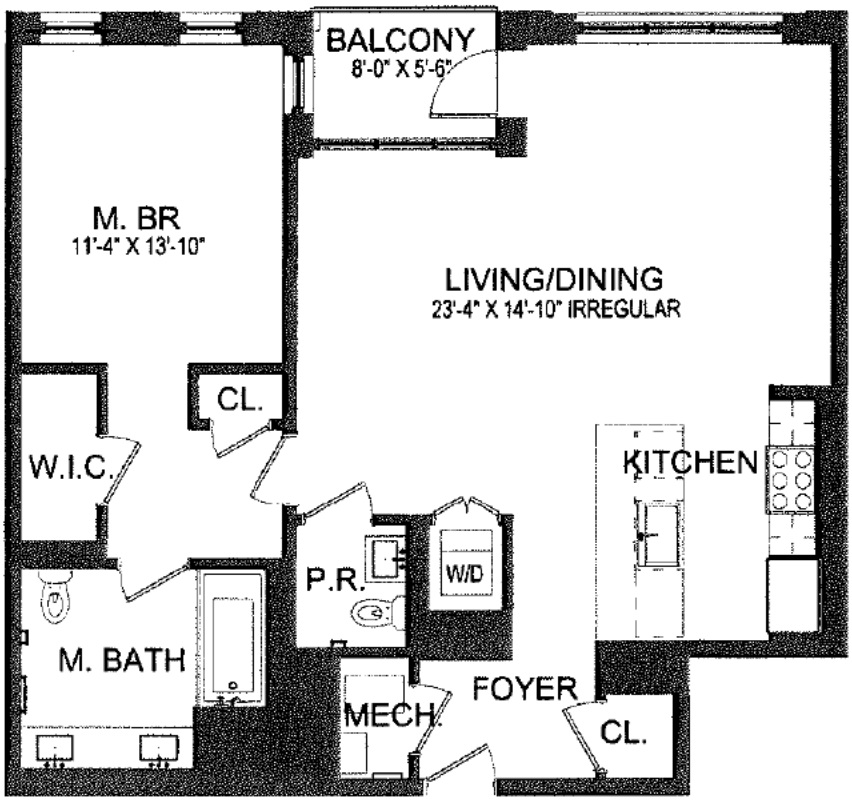
LEVELS 2, 3 & 4
UNITS 1039, 1139 & 1239

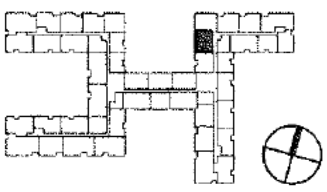
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1.5

LEVELS 2, 3 & 4
UNITS 1040, 1140 & 1240

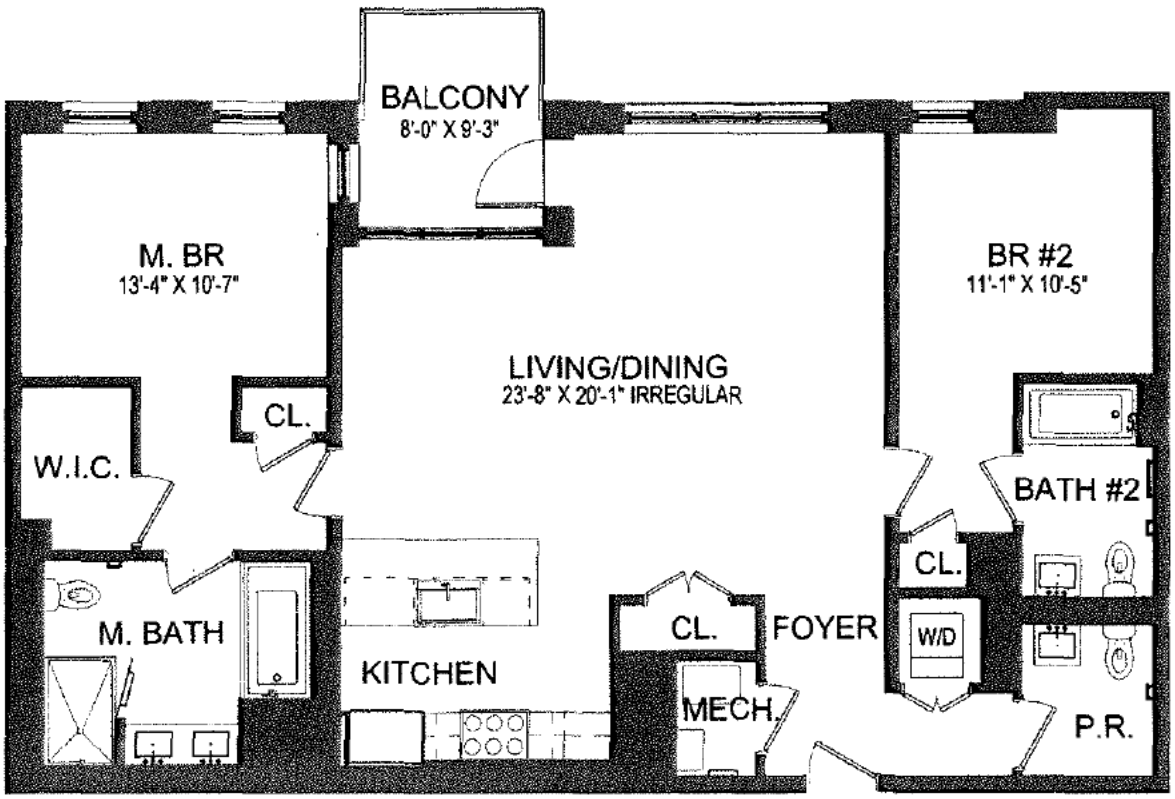
04/21/2017

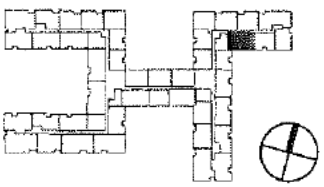
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS **2**
BATHROOMS **2.5**

LEVELS **3 & 4**
UNITS **1141 & 1241**

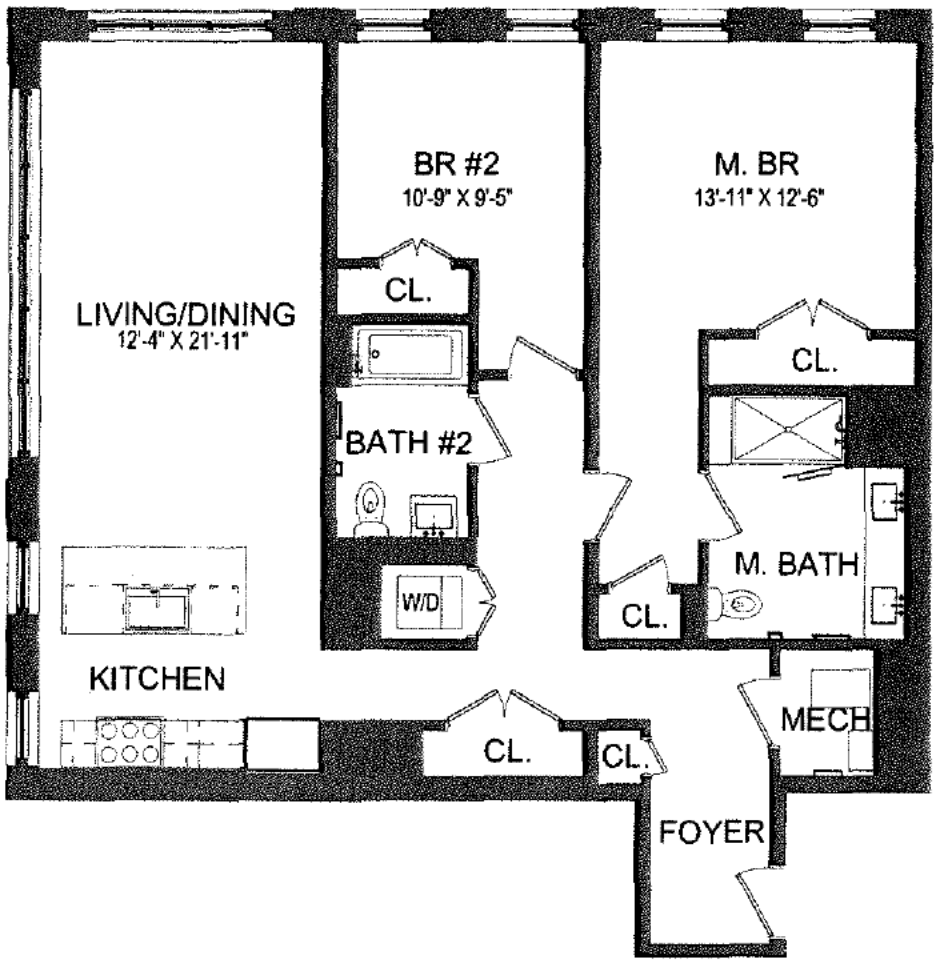
04/21/2017

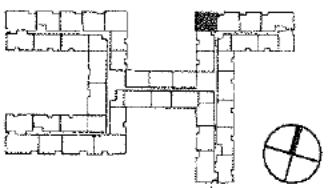
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

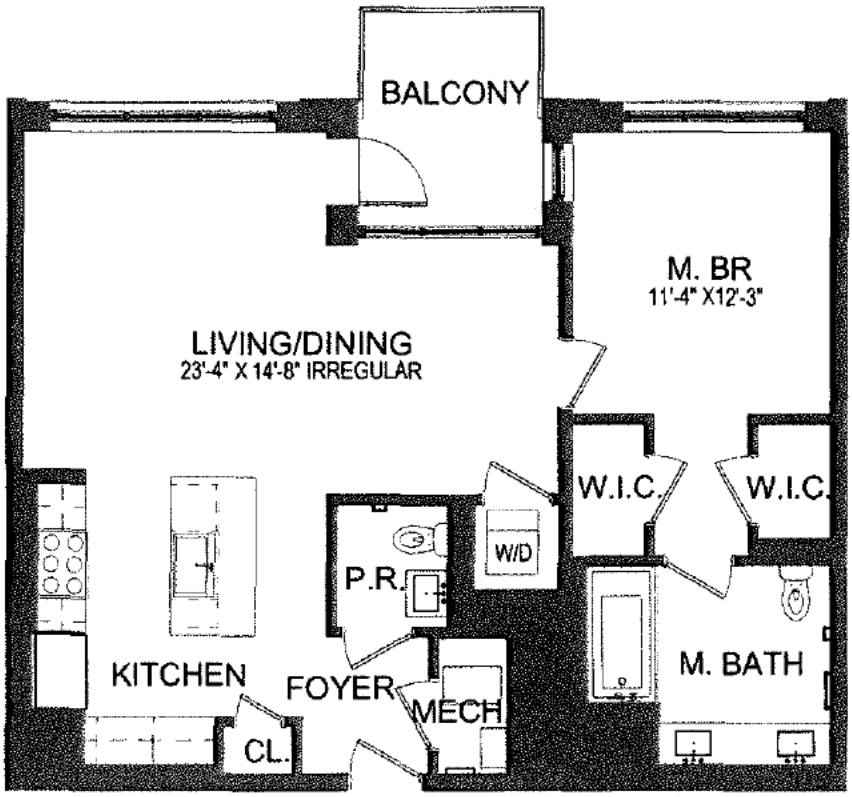
LEVELS 2, 3 & 4
UNITS 1042, 1142 & 1242

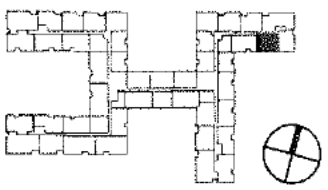
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1.5

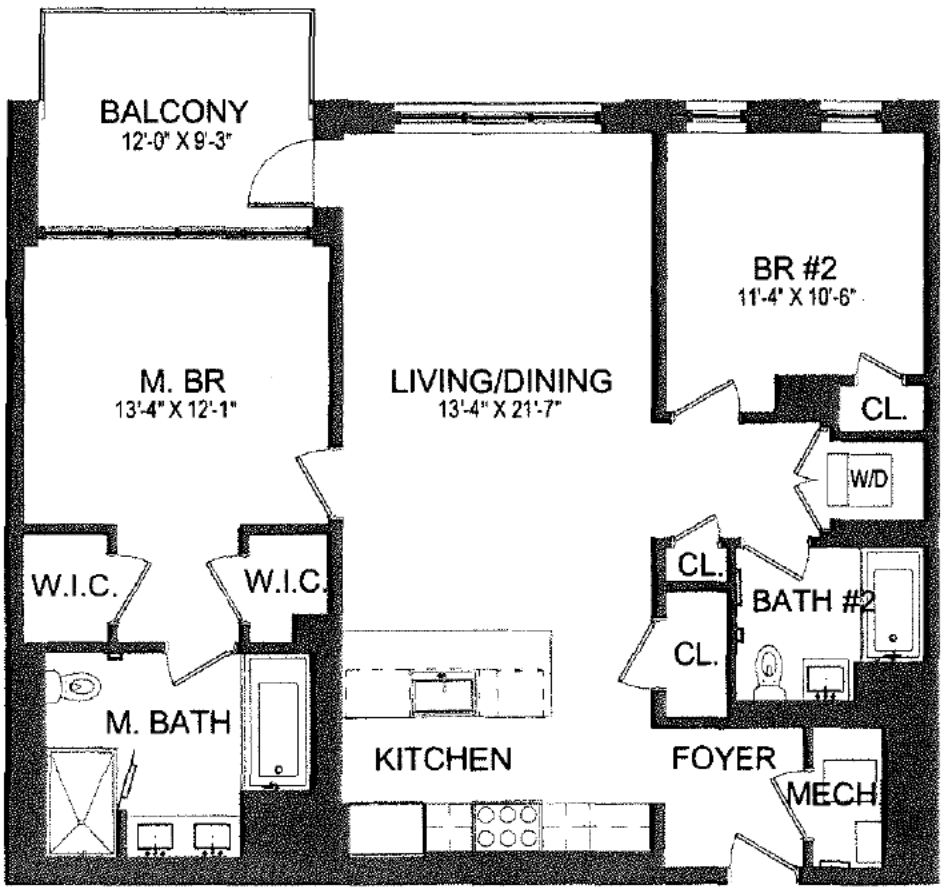
LEVELS 3 & 4
UNITS 1143 & 1243

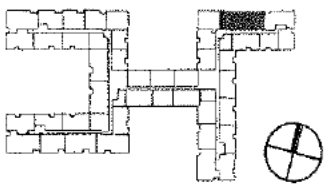
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE, AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





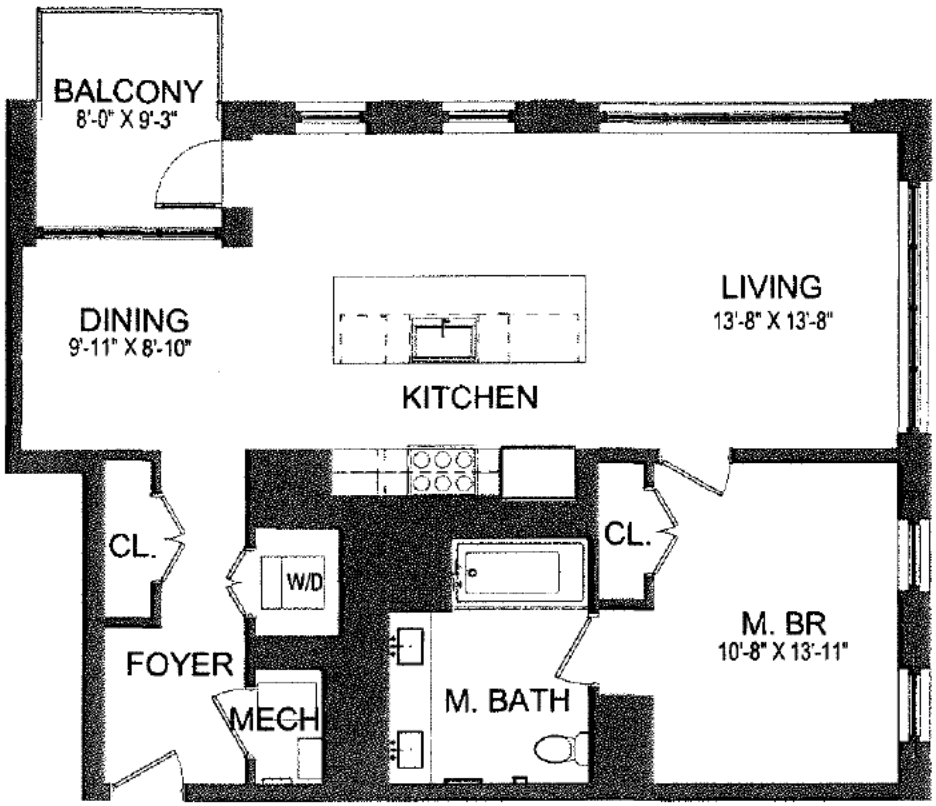
BEDROOMS 2
BATHROOMS 2
LEVELS 2, 3 & 4
UNITS 1044,1046,1144, 1146,1244 &1246

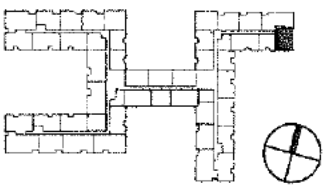
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1

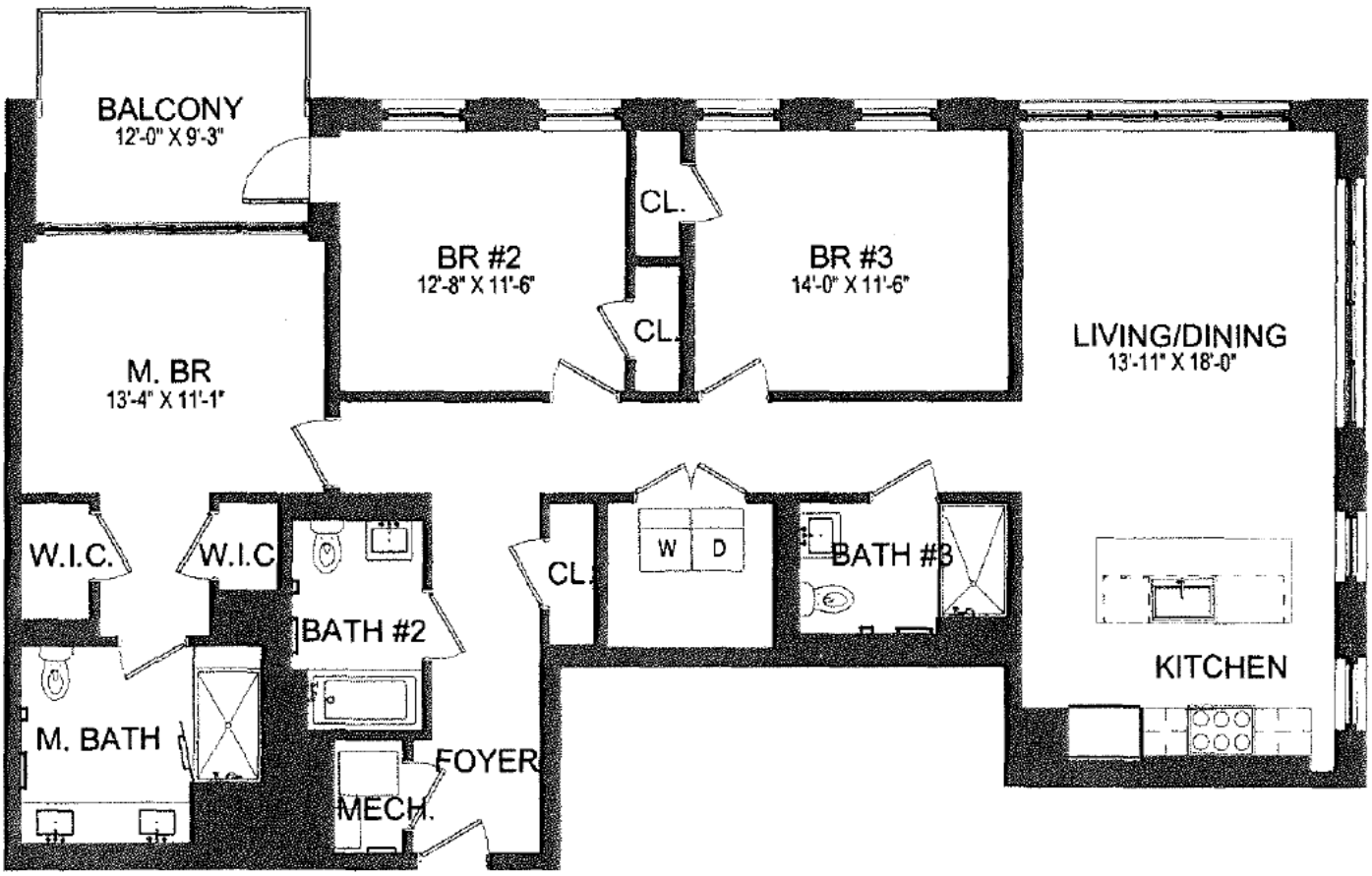
LEVELS **3 & 4**
UNITS **1145 & 1245**

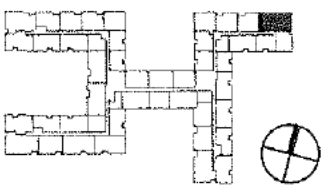
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 3
BATHROOMS 3

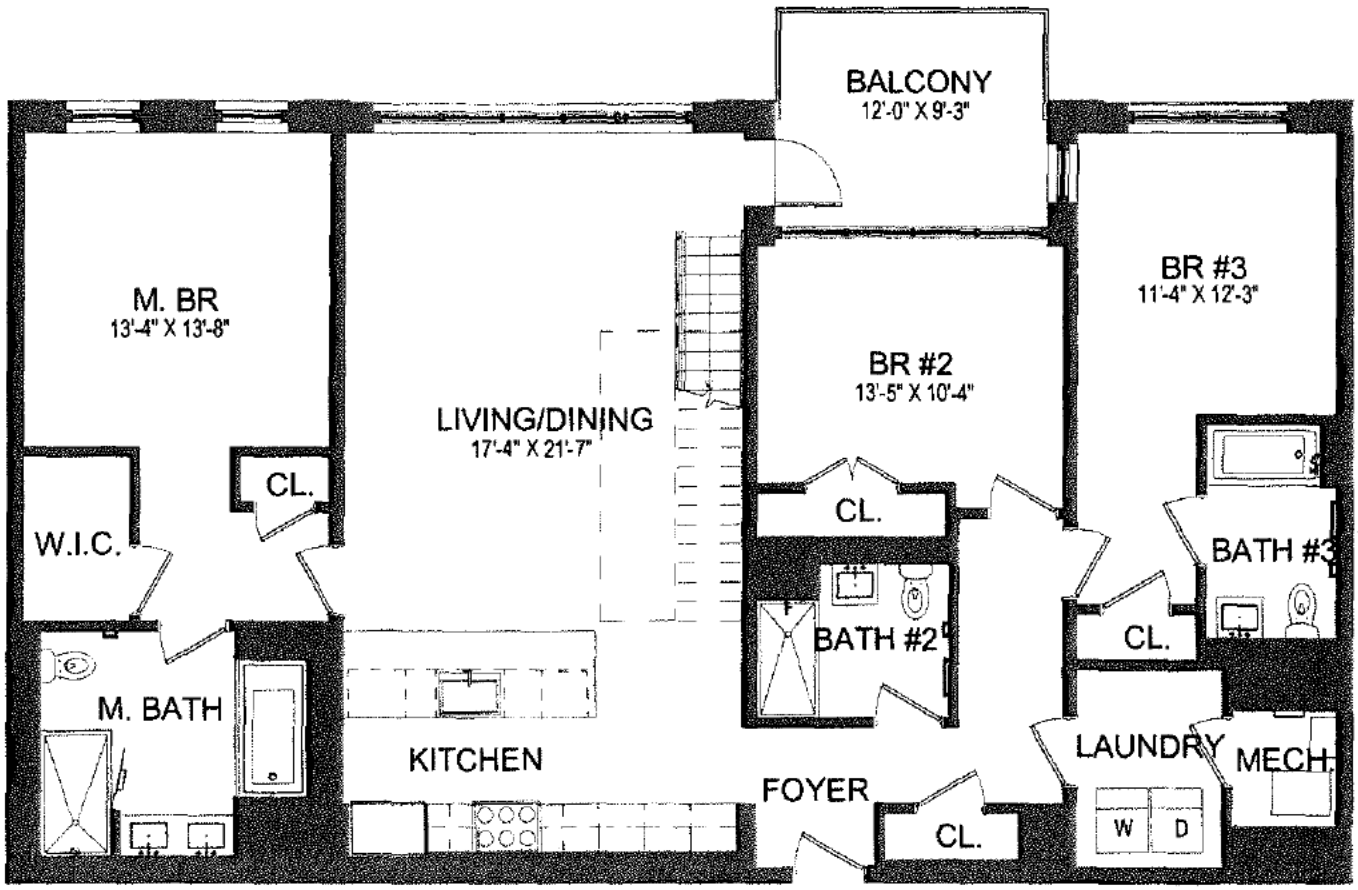
LEVELS **2, 3 & 4**
UNITS **1048, 1148 & 1248**

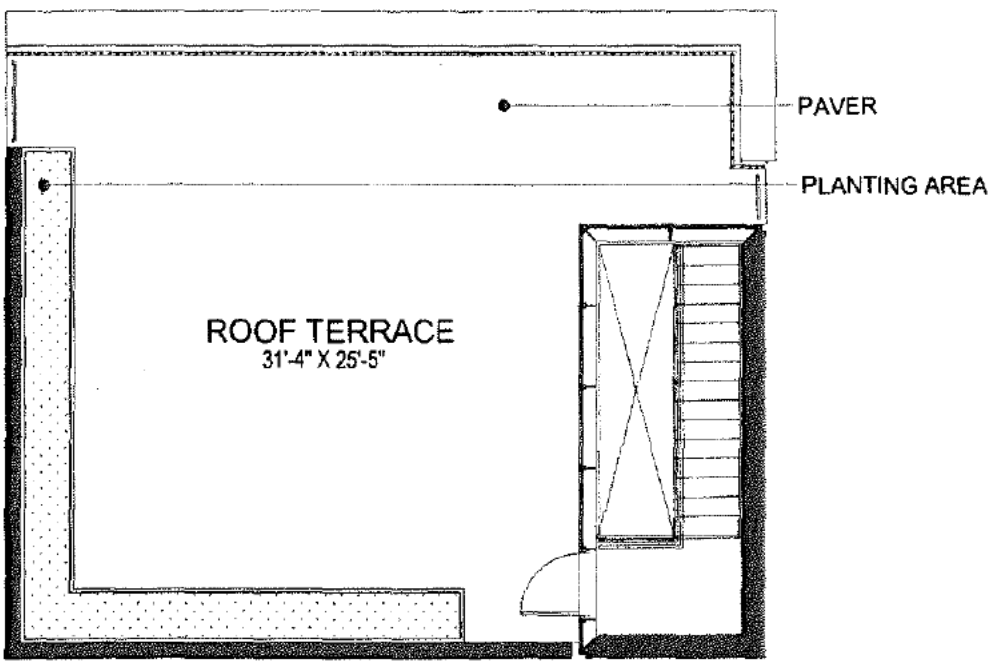
04/21/2017

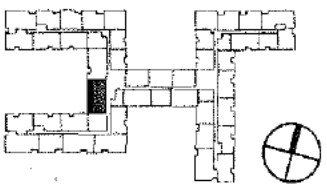
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 3
BATHROOMS 3

LEVELS 5 / ROOF
UNITS 1301

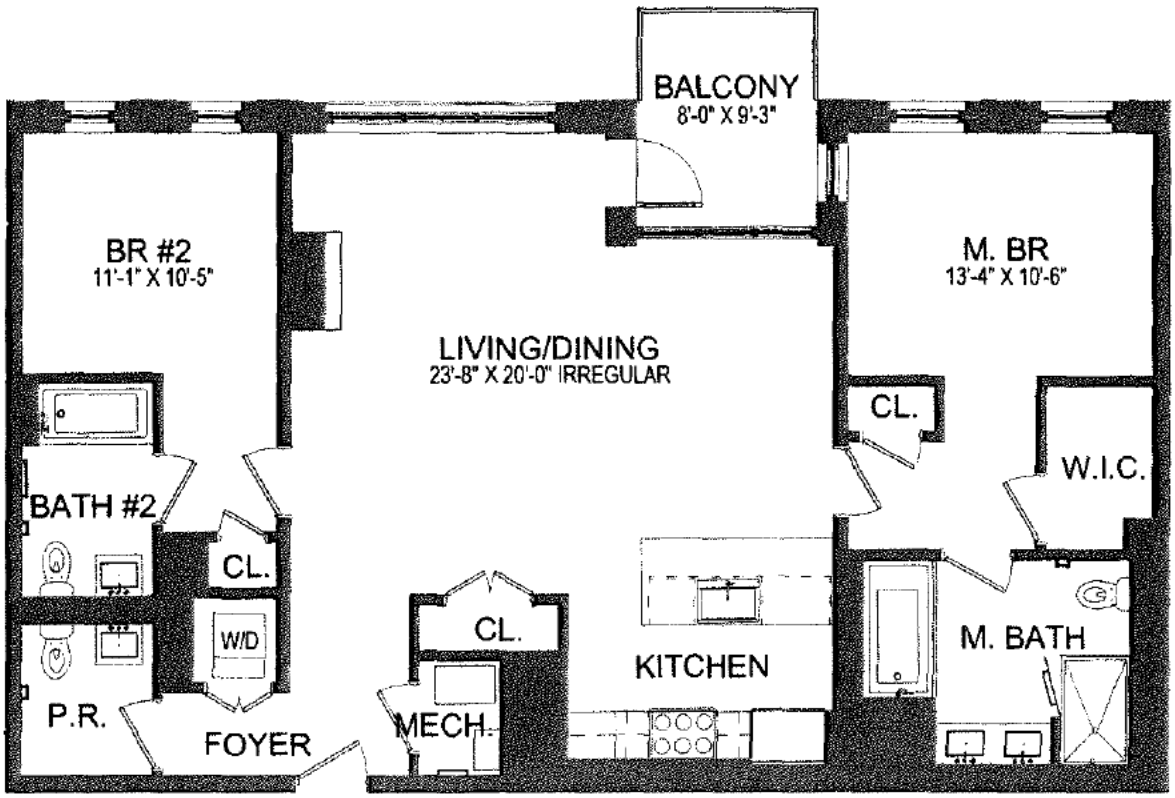
04/21/2017

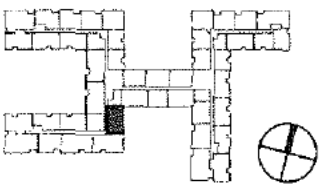
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2.5

LEVELS 5
UNITS 1302

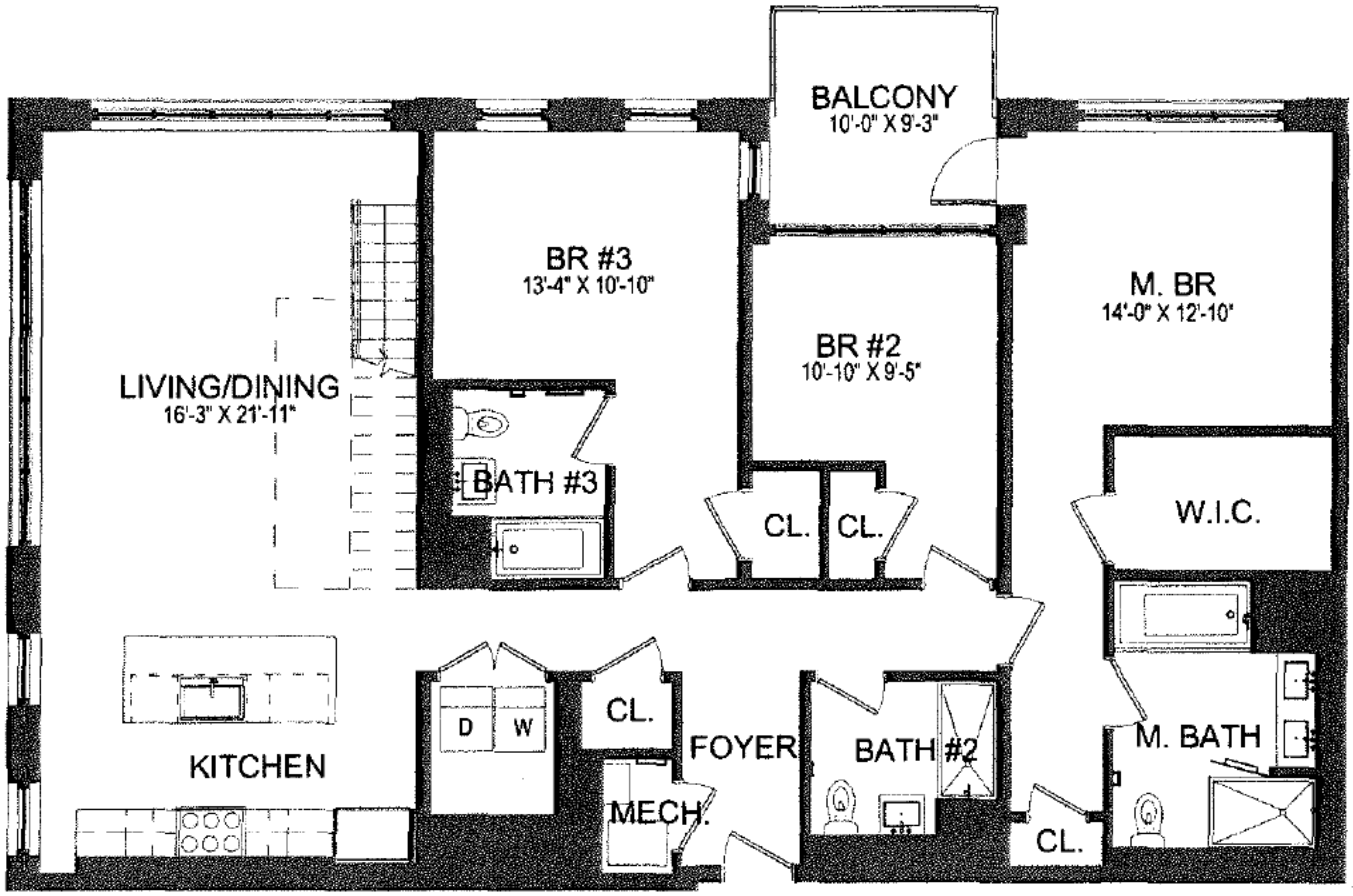
04/21/2017

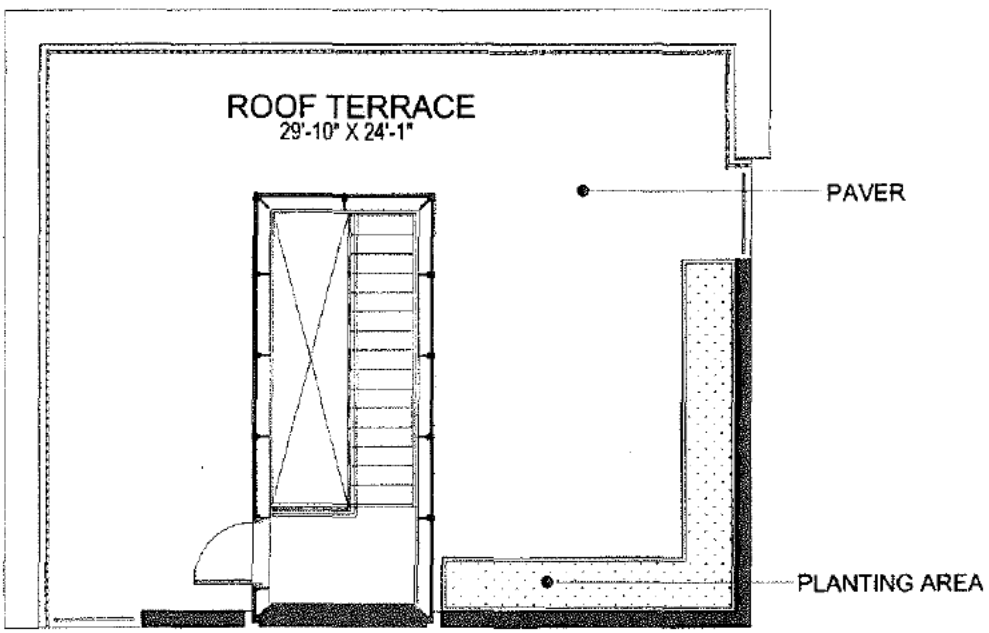
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

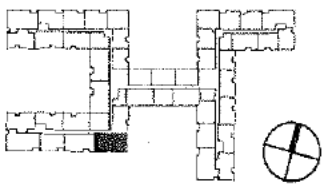
0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 3
BATHROOMS 3

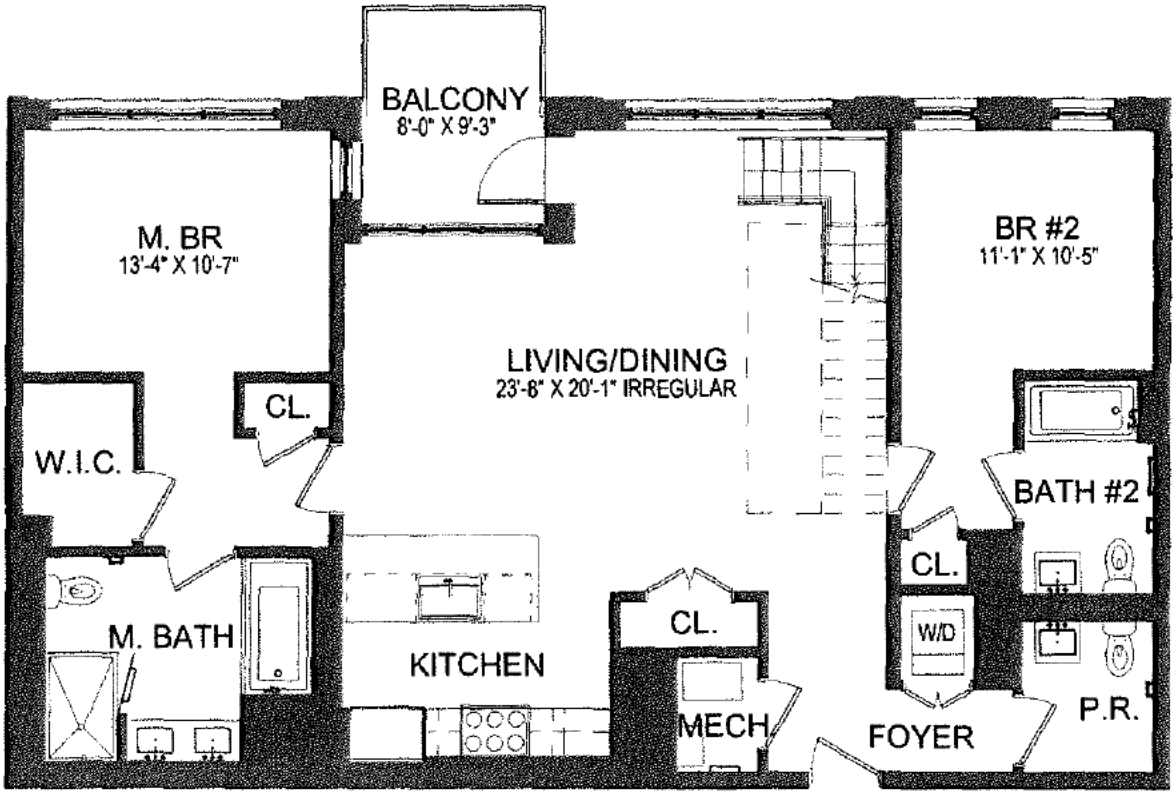
LEVELS 5 / ROOF
UNITS 1304

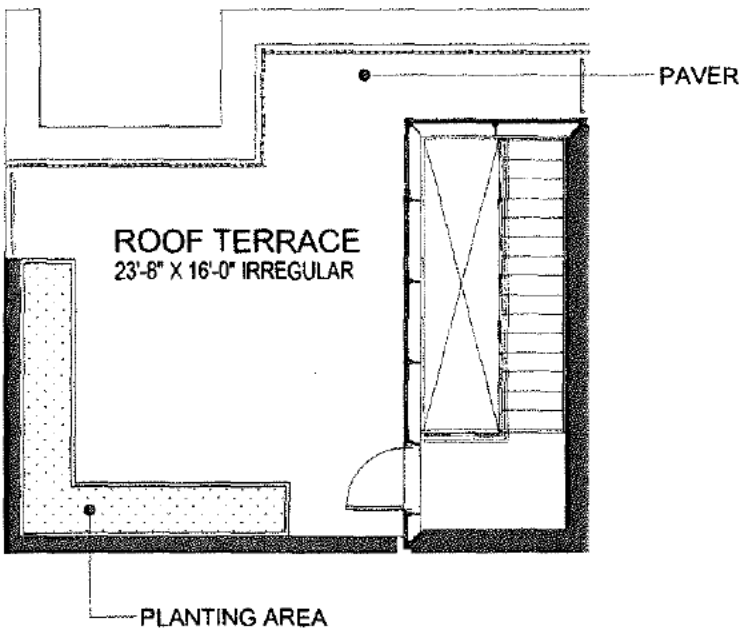
04/21/2017

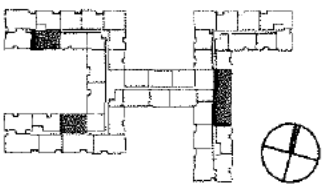
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 2
BATHROOMS 2.5
LEVELS 5 / ROOF
UNITS 1305, 1317, 1331 & 1337

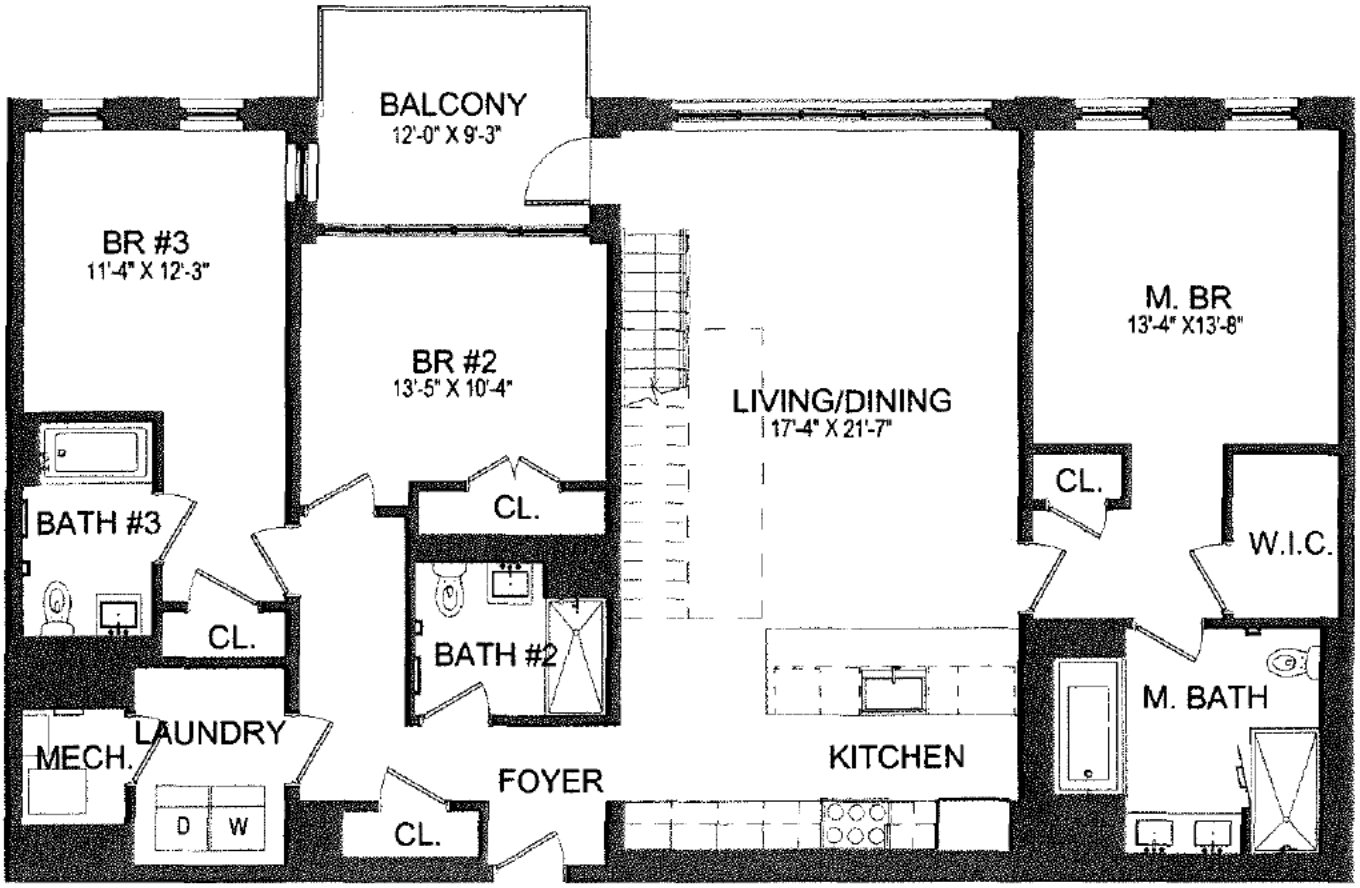
04/21/2017

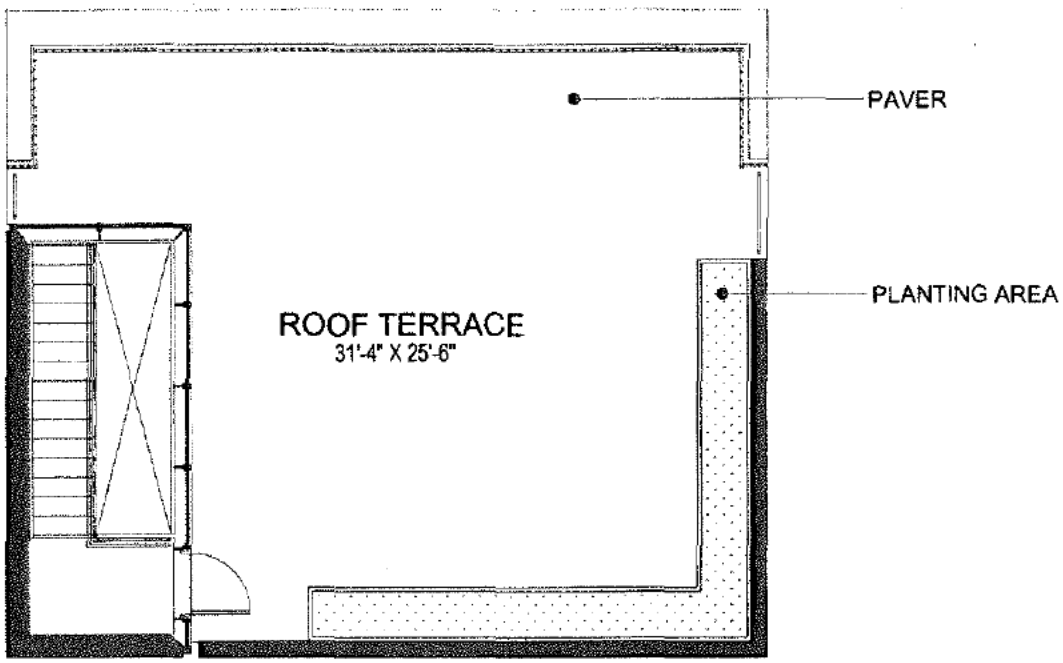
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

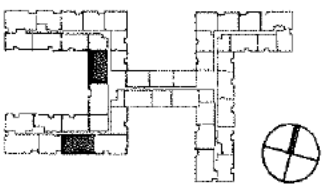
0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 3
BATHROOMS 3

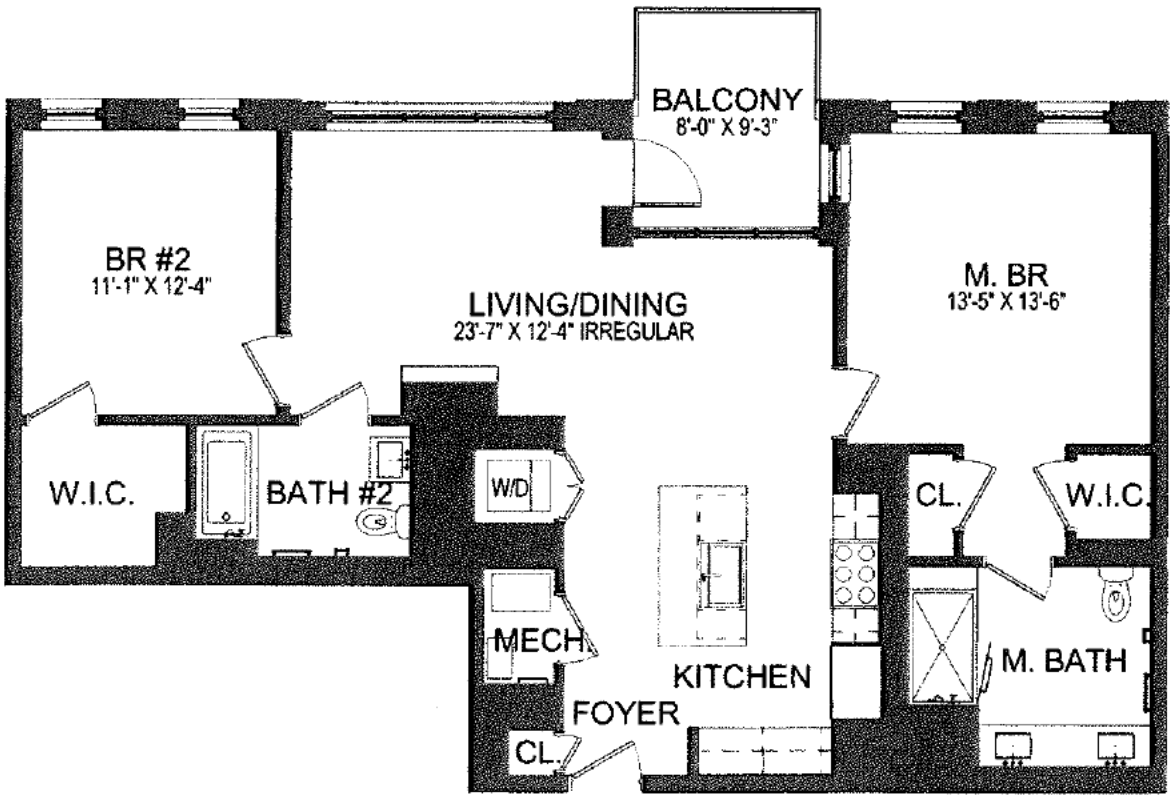
LEVELS **5 / ROOF**
UNITS **1306 & 1311**

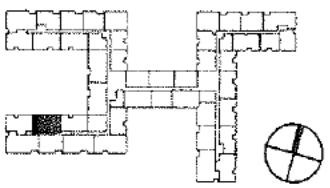
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

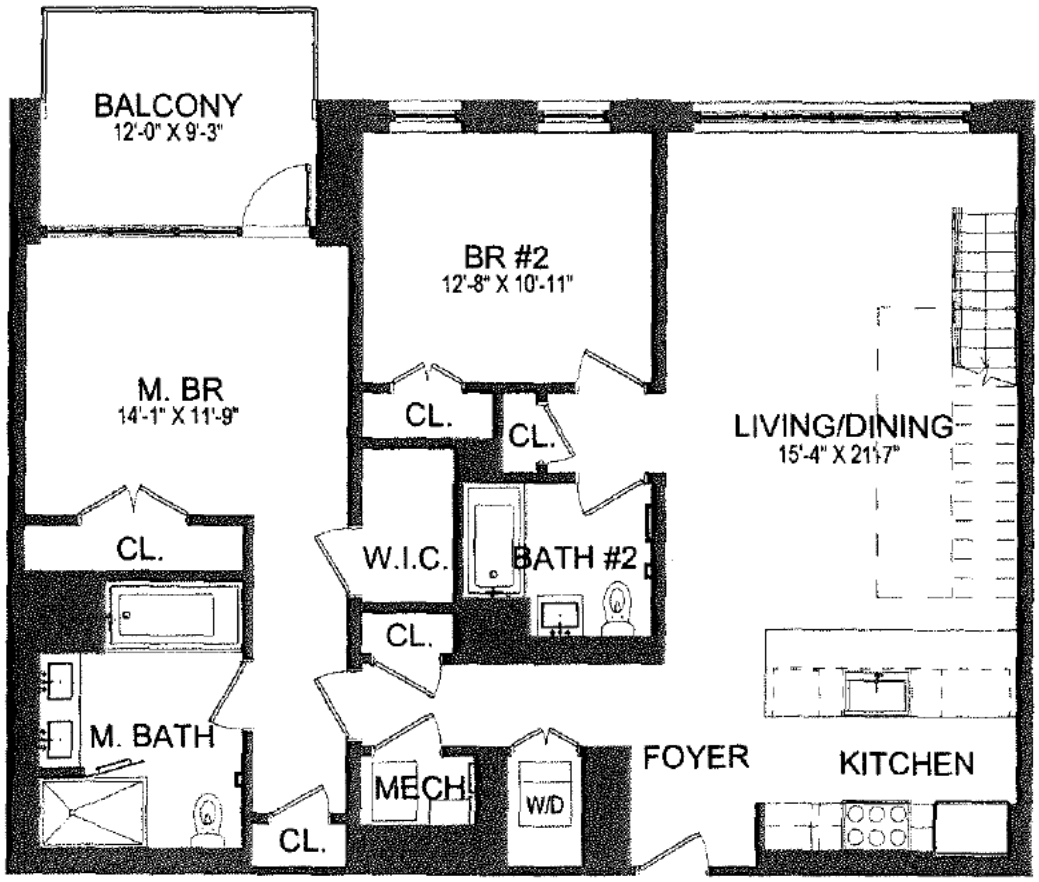
LEVELS 5
UNITS 1307

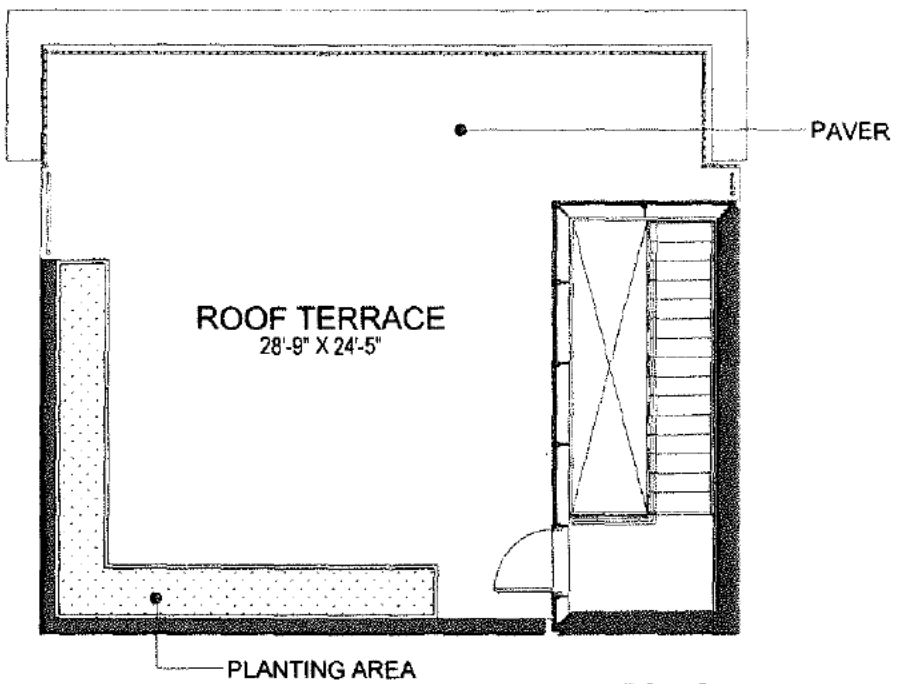
04/21/2017

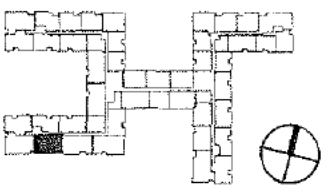
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 2
BATHROOMS 2

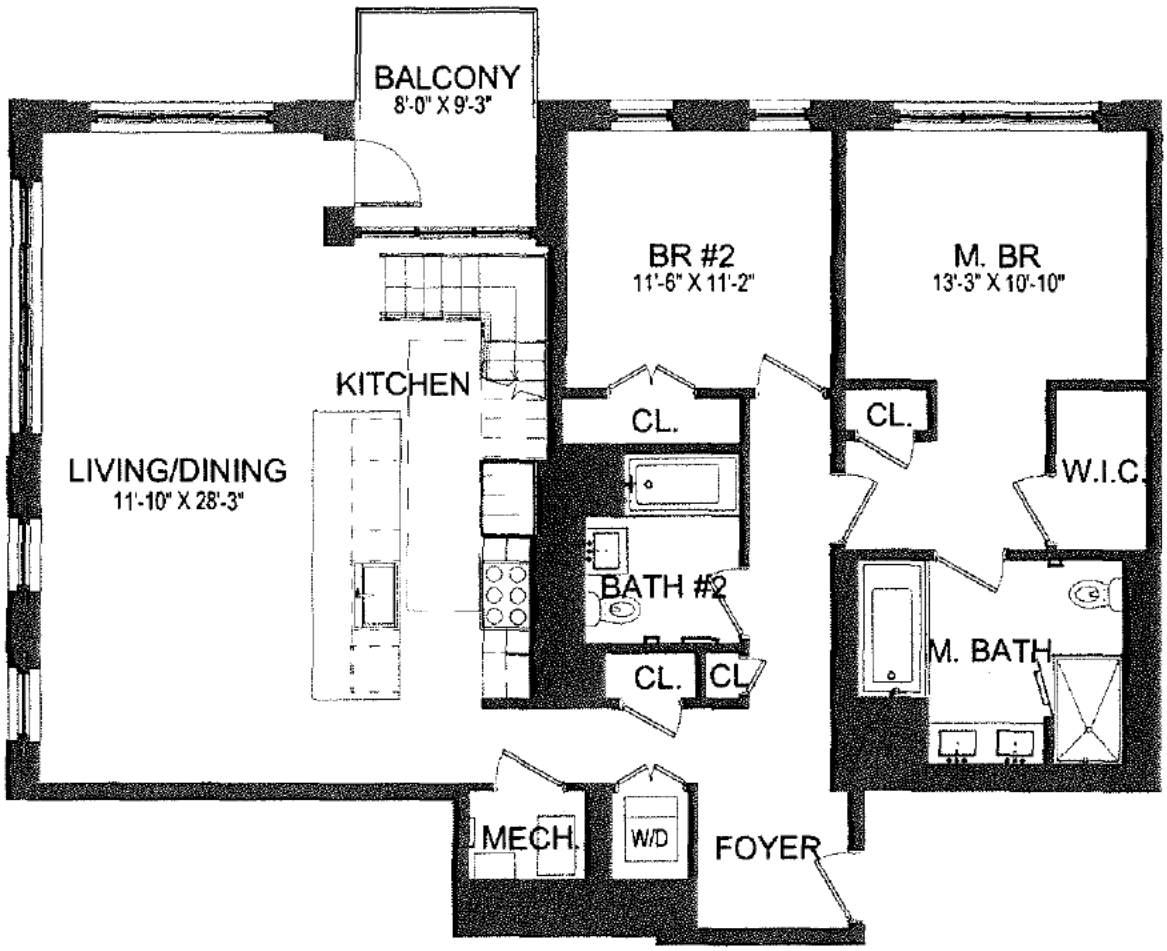
LEVELS 5 / ROOF
UNITS 1308

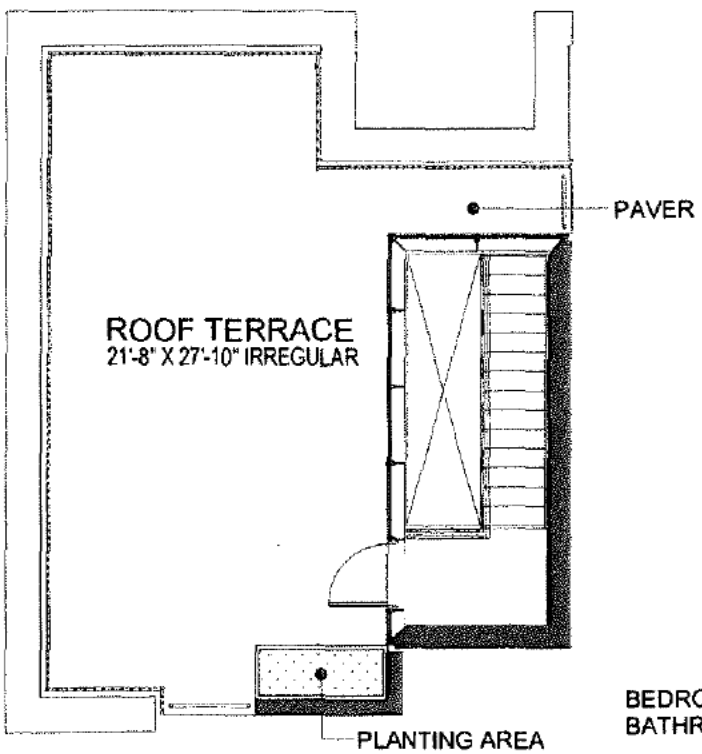
04/21/2017

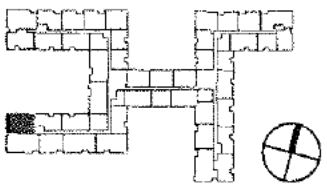
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 2
BATHROOMS 2

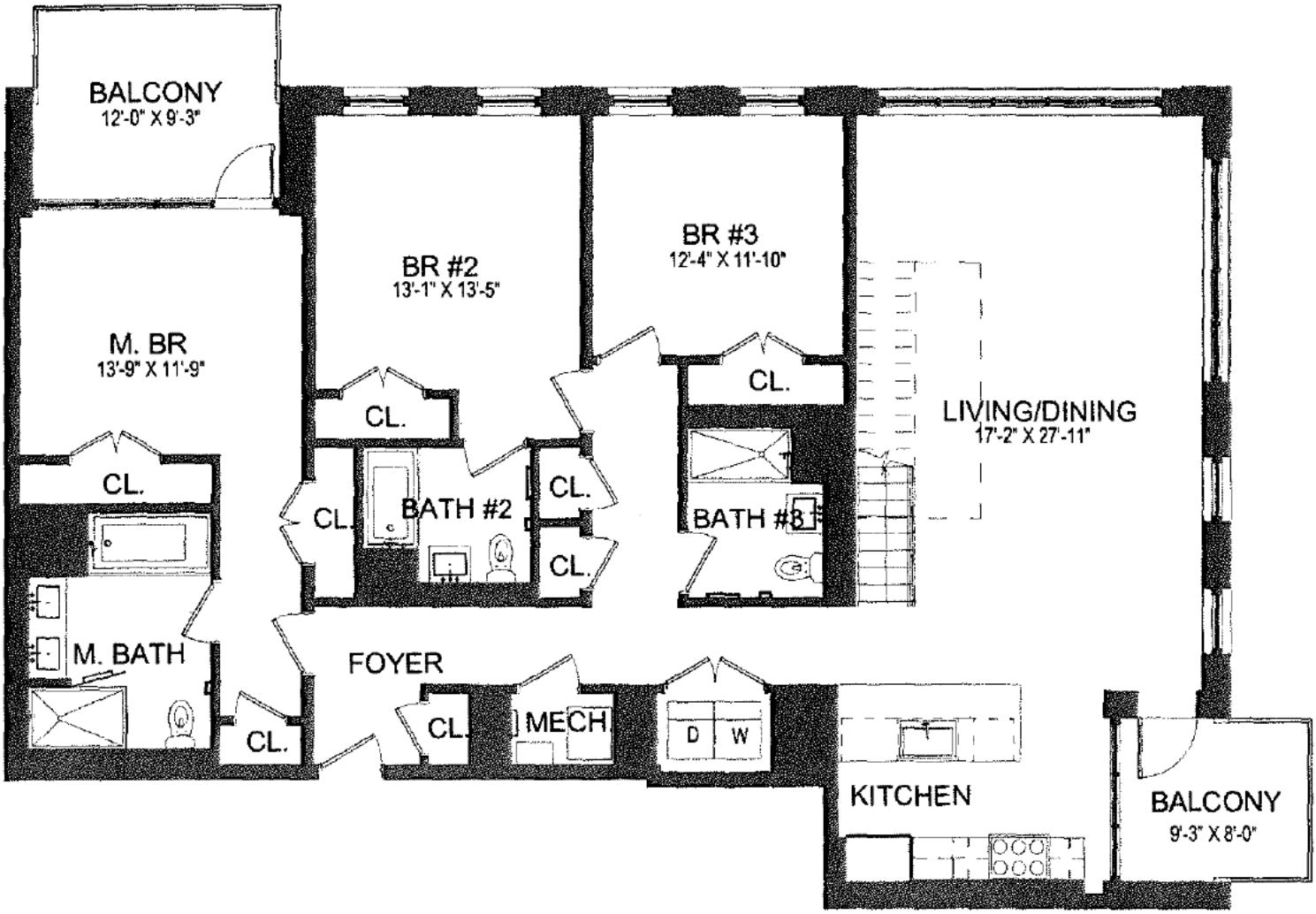
LEVELS **5 / ROOF**
UNITS **1309**

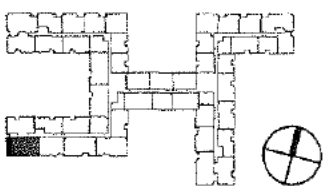
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 3
BATHROOMS 3

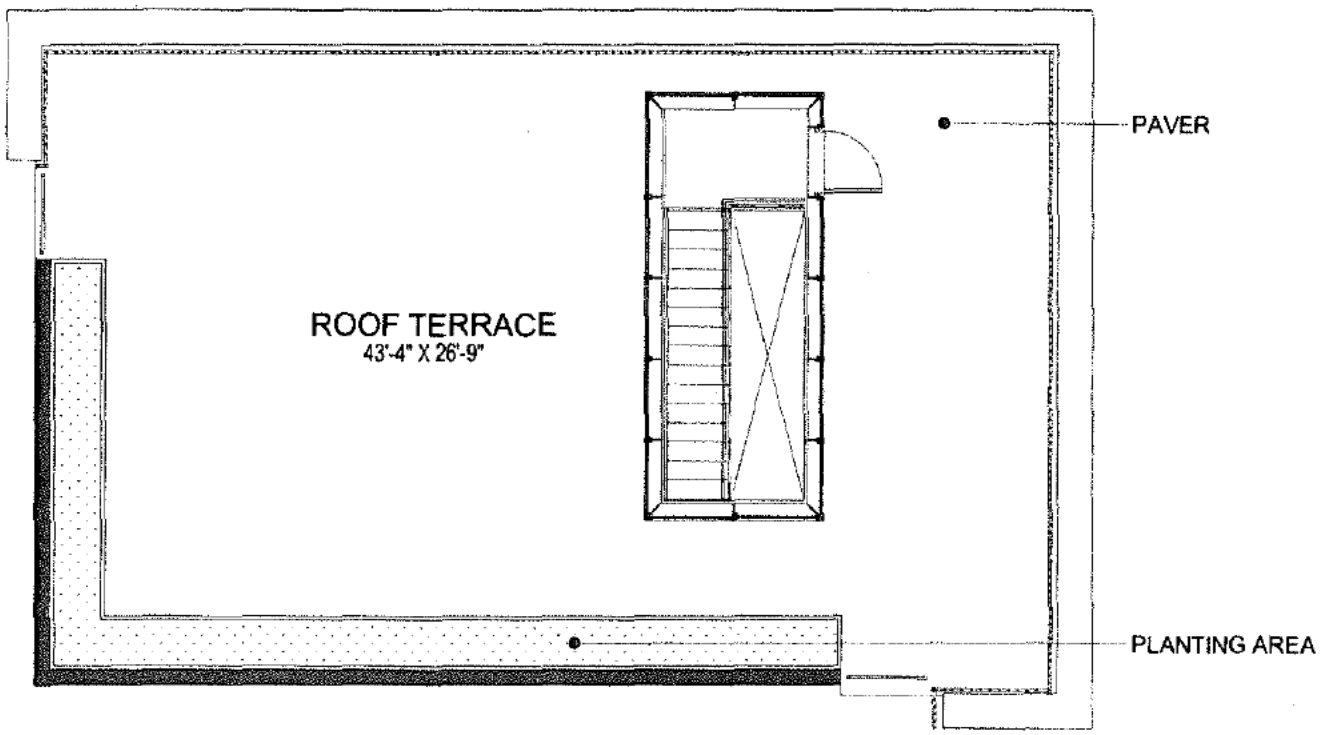
LEVELS **5 / ROOF**
UNITS **1310**

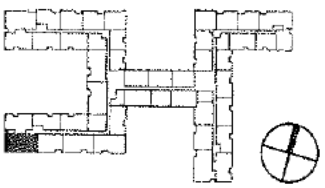
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 3
BATHROOMS 3

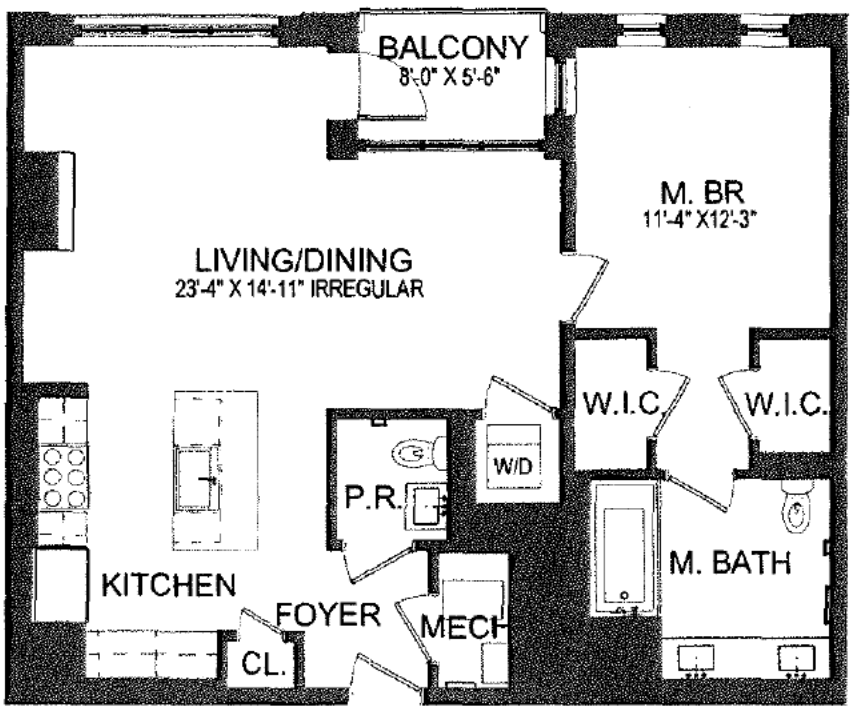
LEVELS 5 / ROOF
UNITS 1310

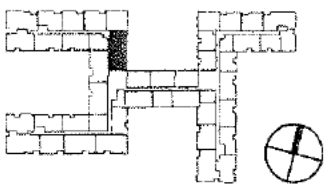
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS **1**
BATHROOMS **1.5**

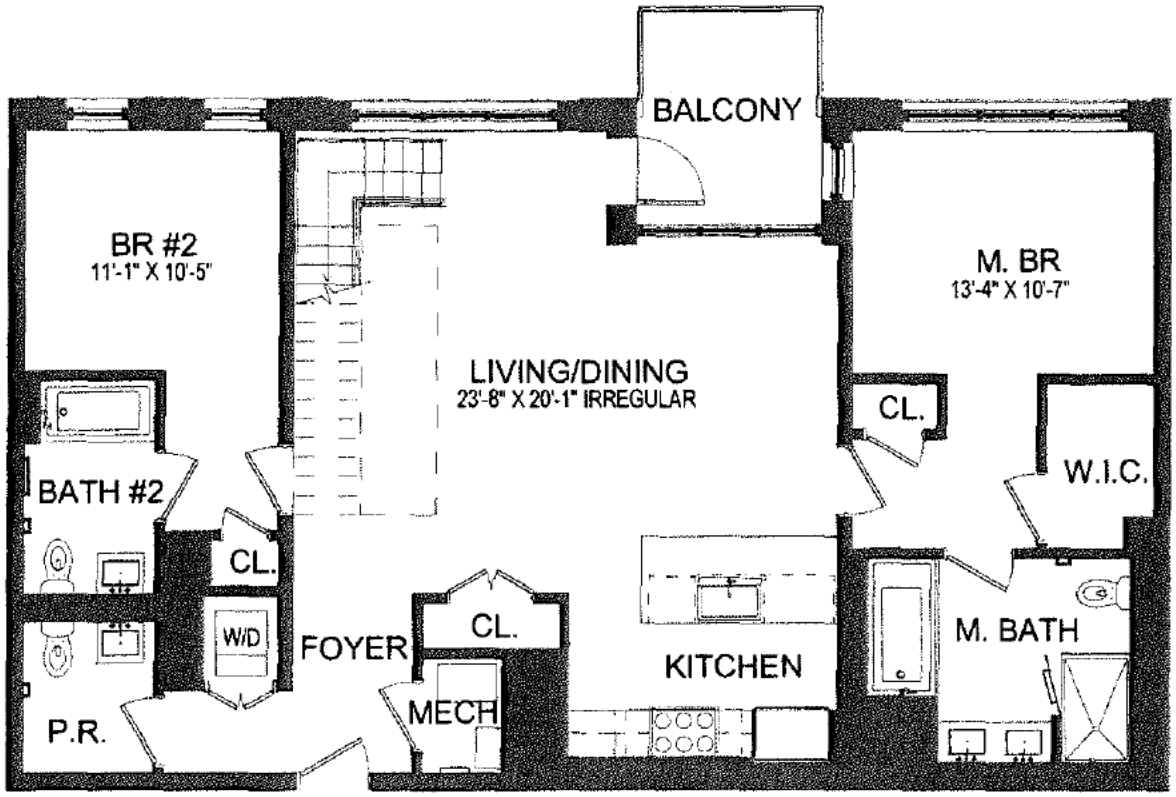
LEVELS **5**
UNITS **1312, 1314**

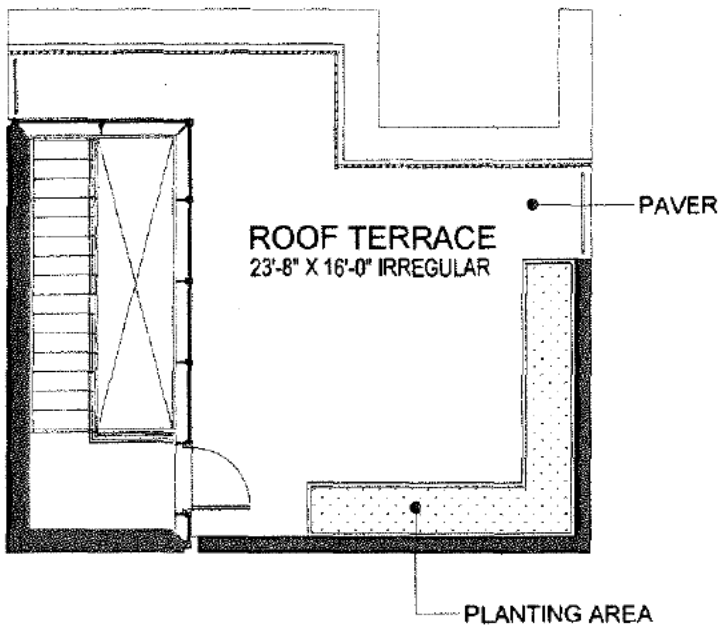
04/21/2017

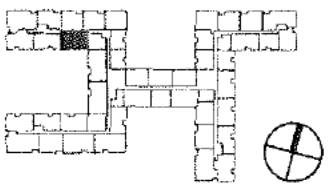
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS **2**
BATHROOMS **2.5**

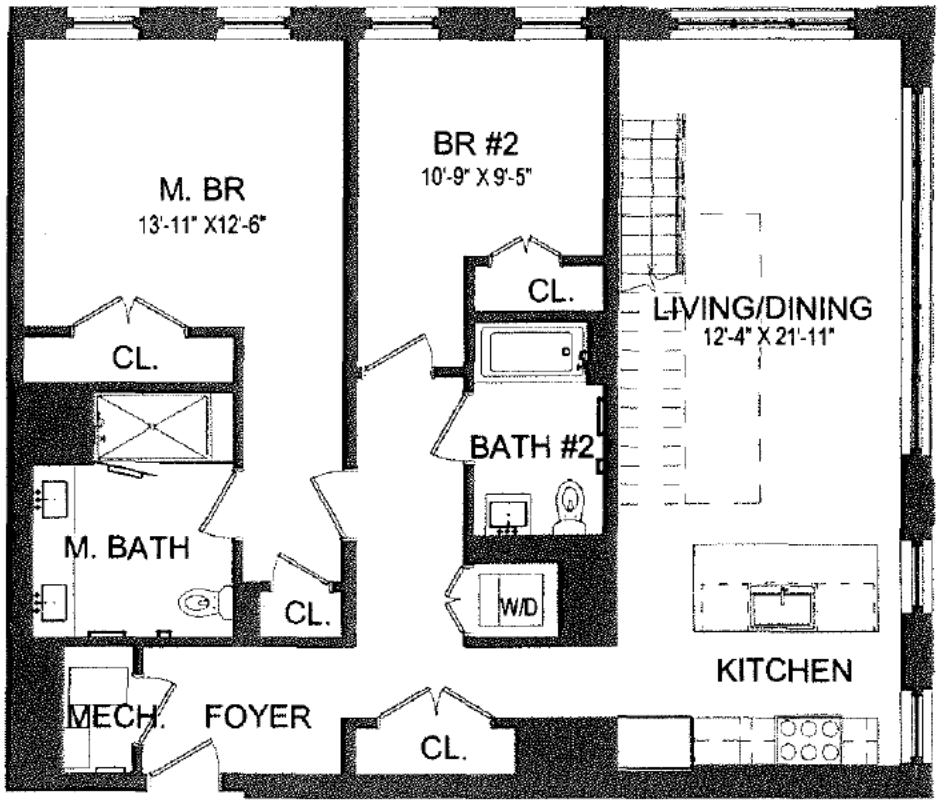
LEVELS **5 / ROOF**
UNITS **1315**

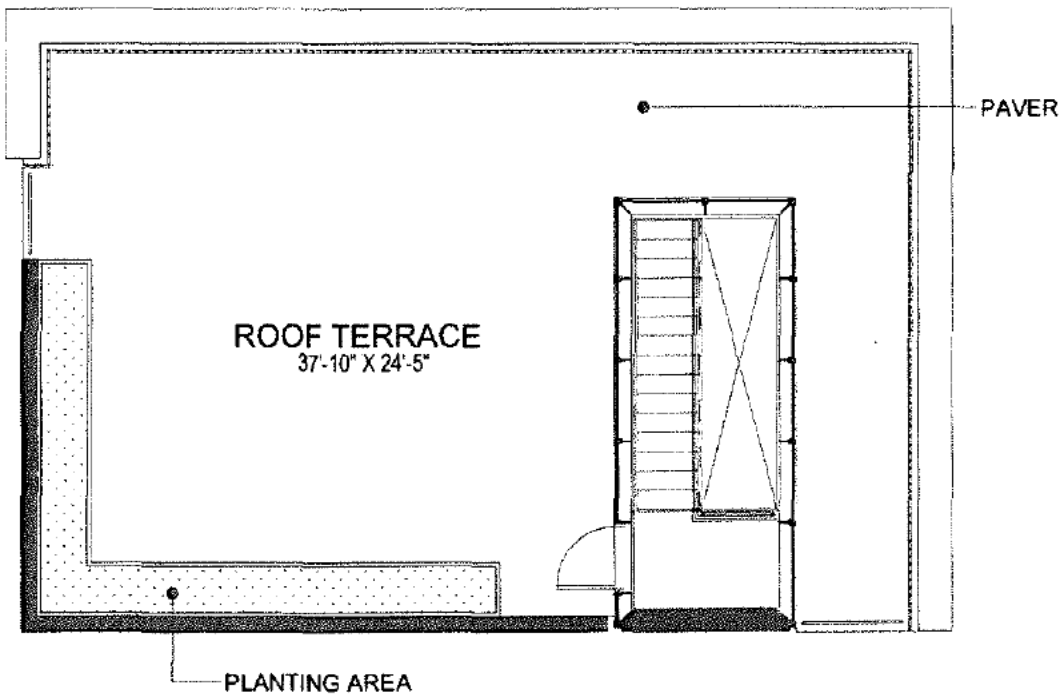
04/21/2017

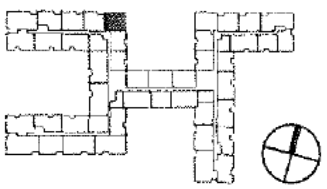
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 2
BATHROOMS 2

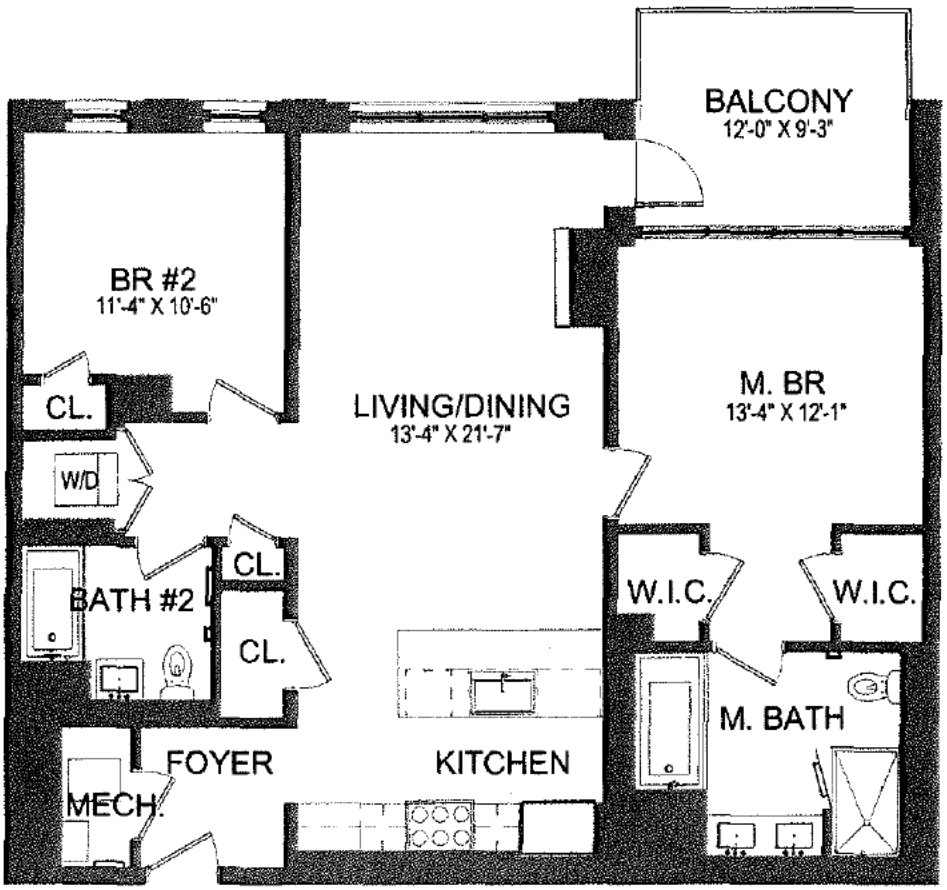
LEVELS 5 / ROOF
UNITS 1316

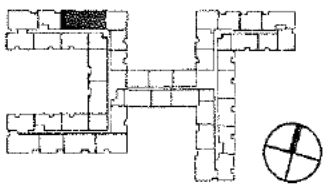
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

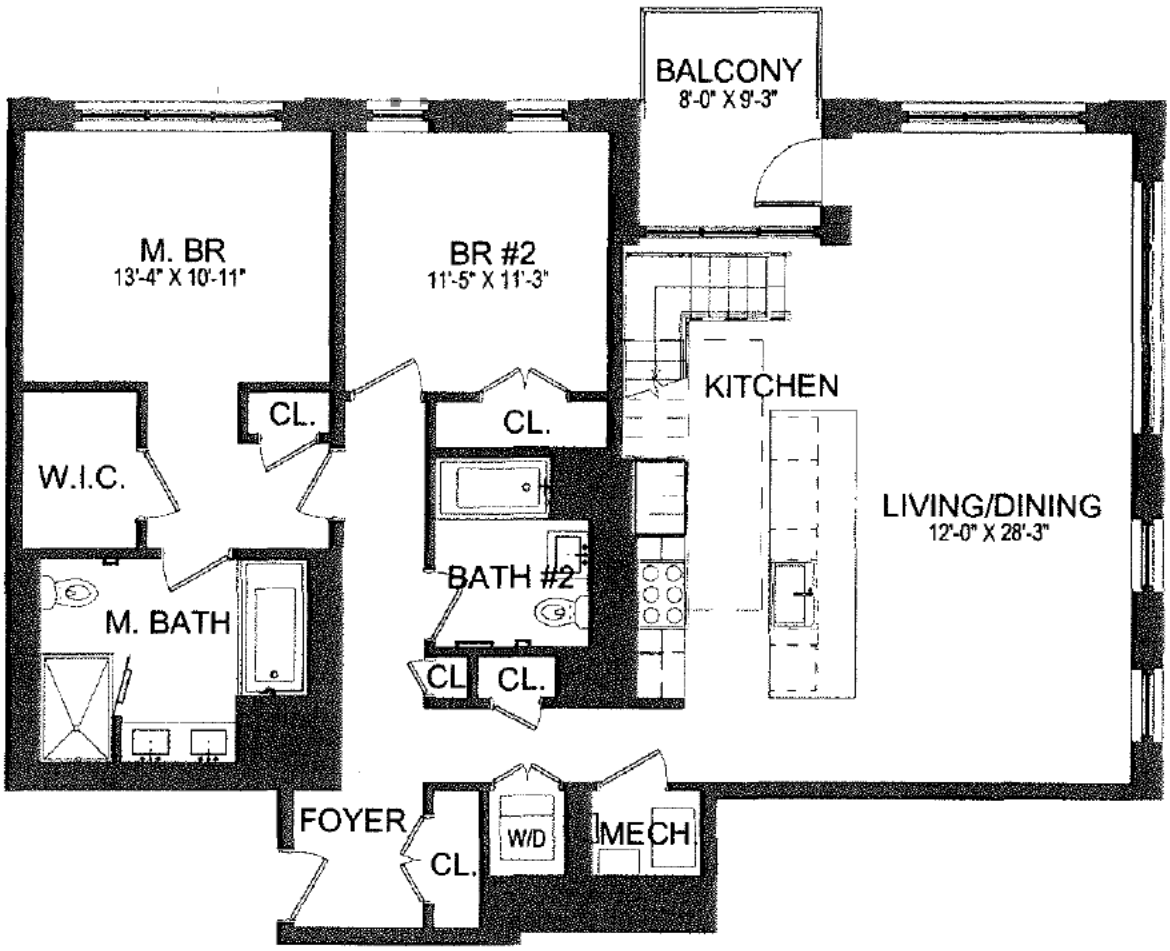
LEVELS 5
UNITS **1318 & 1320**

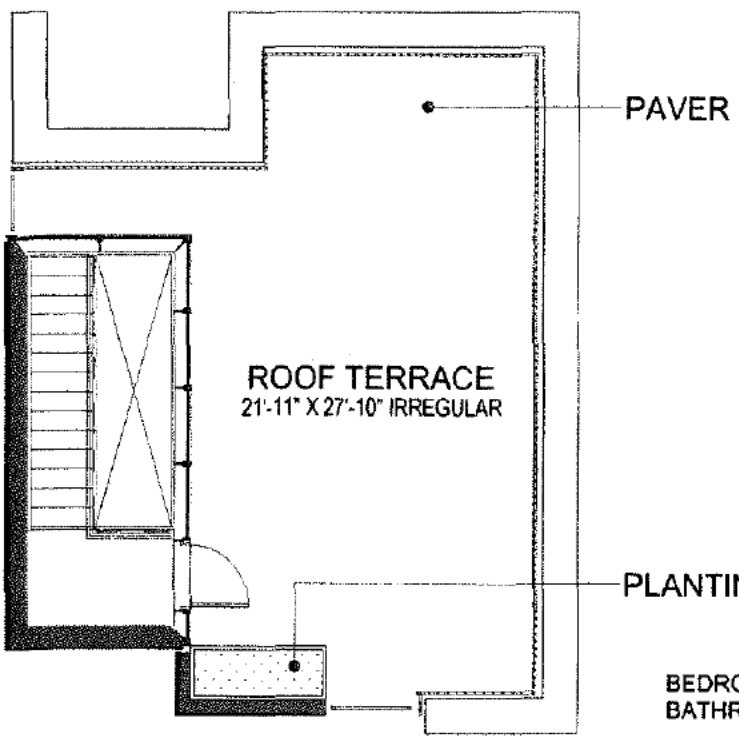
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

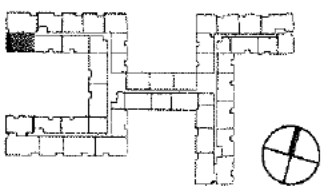
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

LEVELS **5 / ROOF**
UNITS **1319**

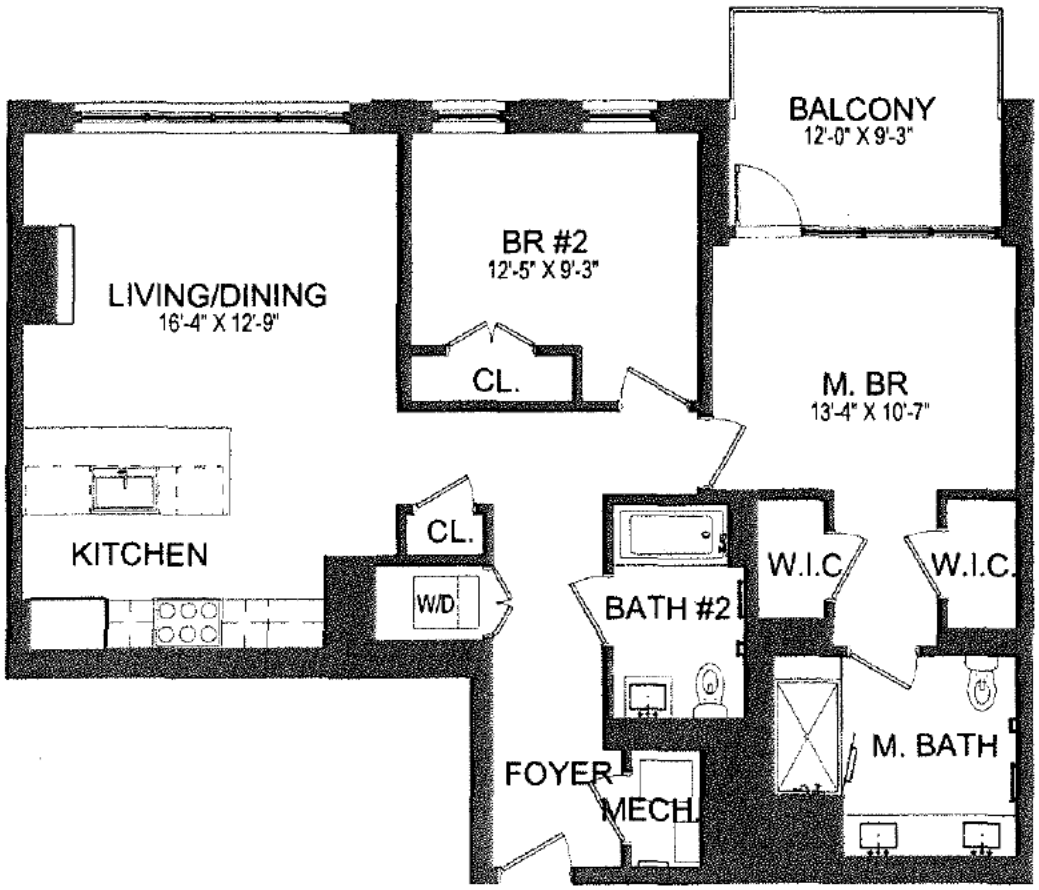


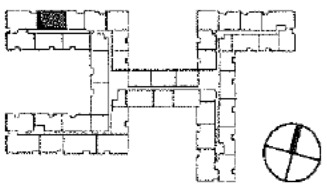
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

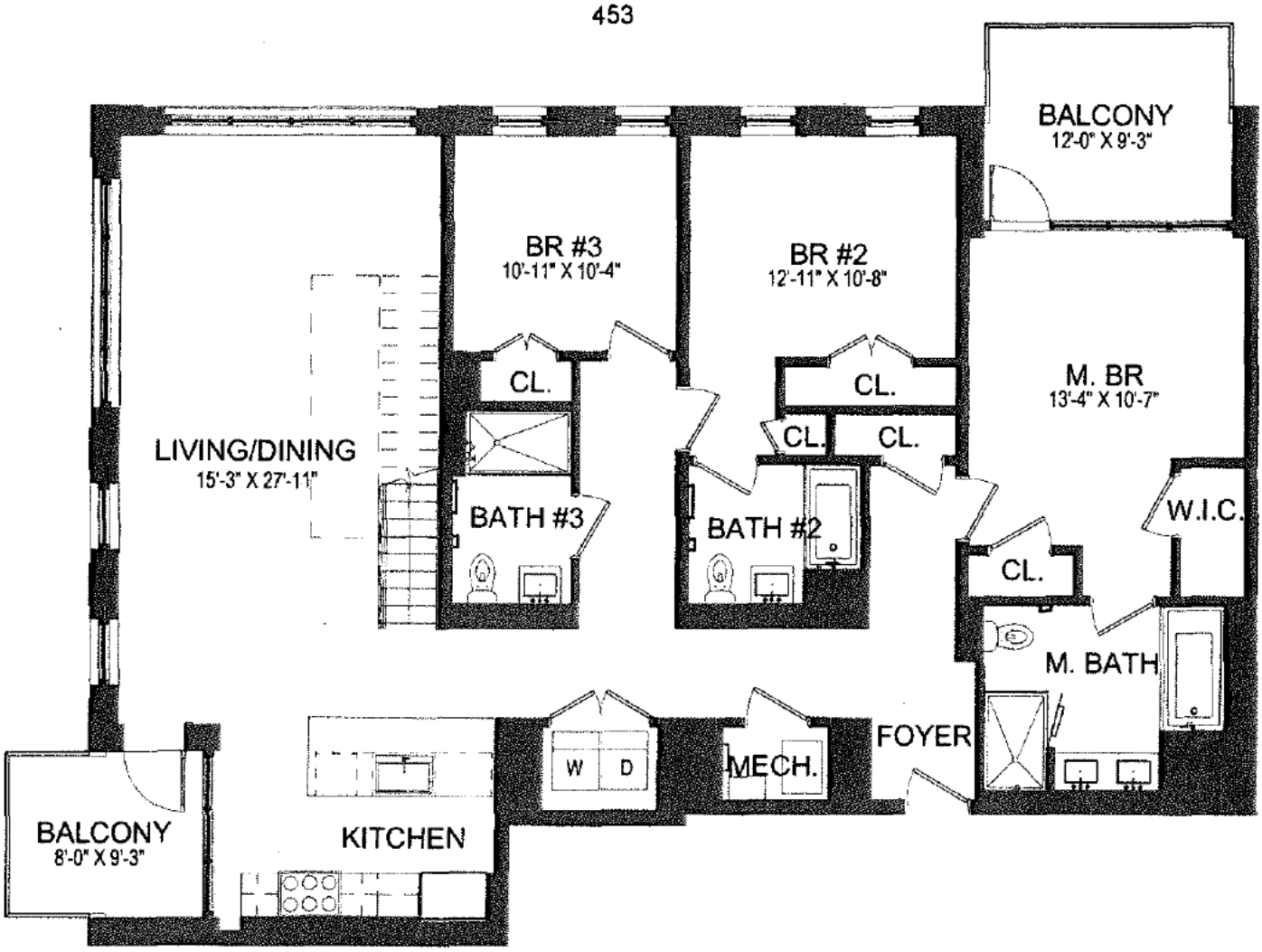
LEVELS 5
UNITS 1322

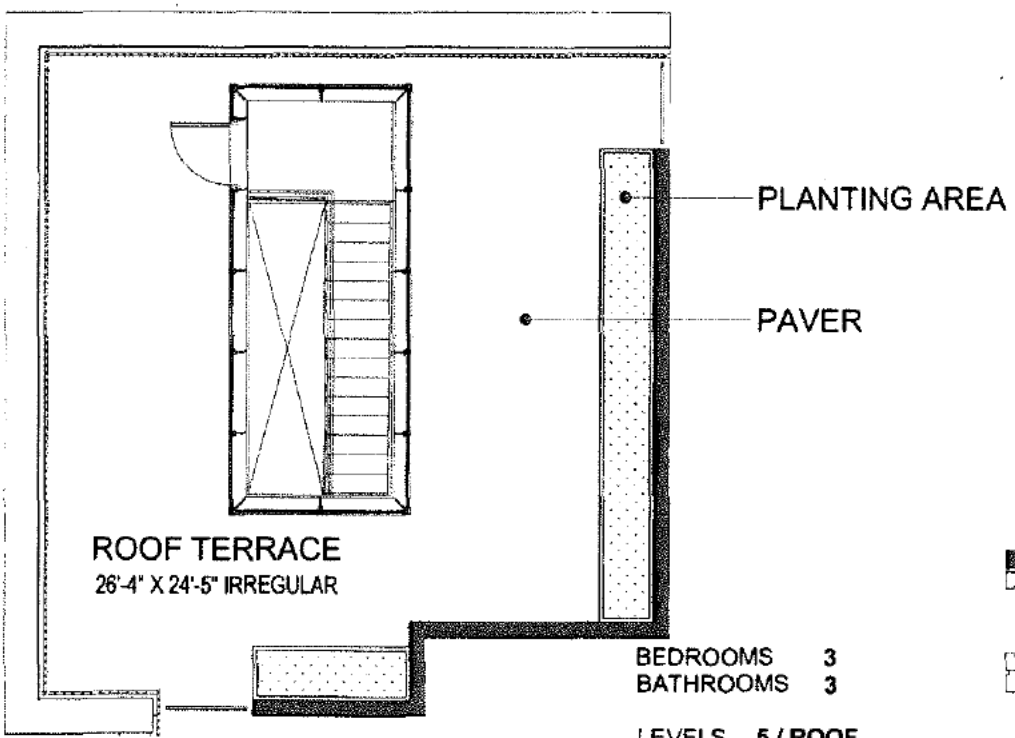
04/21/2017

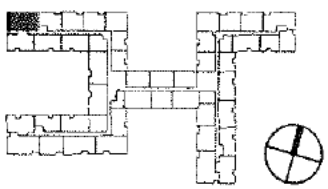
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 3
BATHROOMS 3

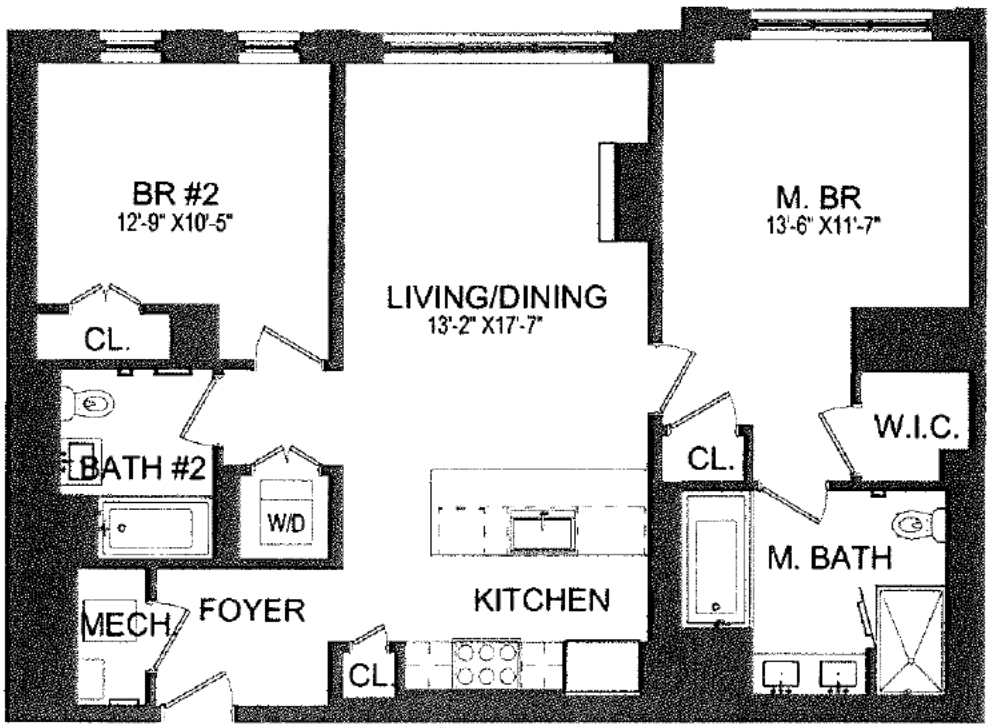
LEVELS 5 / ROOF
UNITS 1324

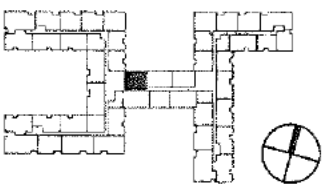
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

LEVELS 5
UNITS 1325

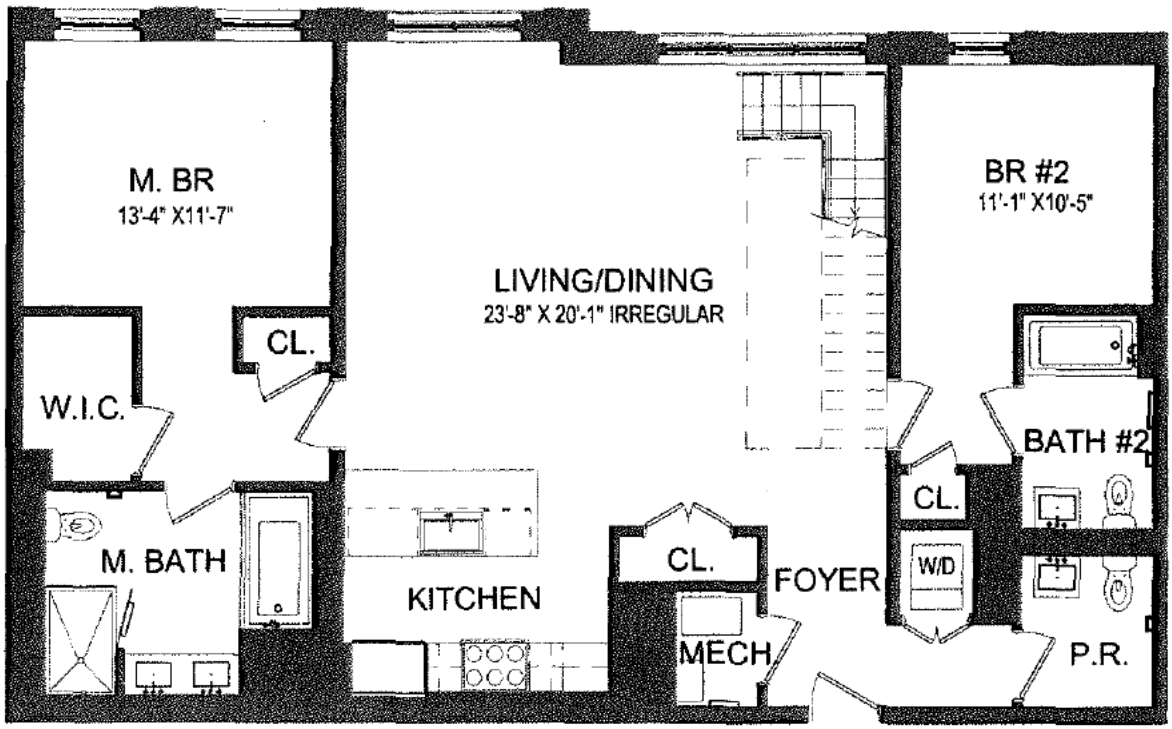
04/21/2017

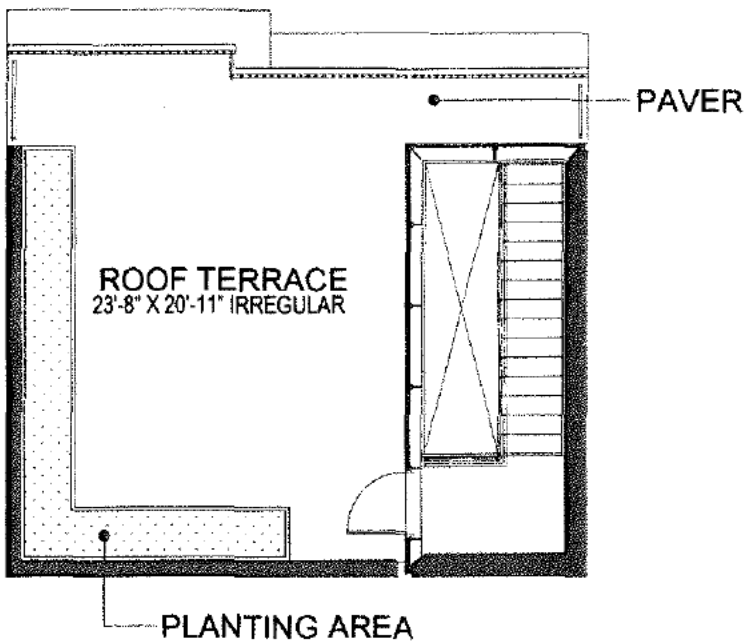
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

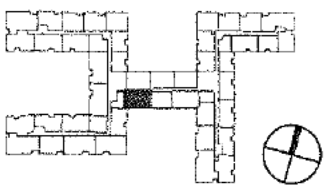
0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS **2**
BATHROOMS **2.5**

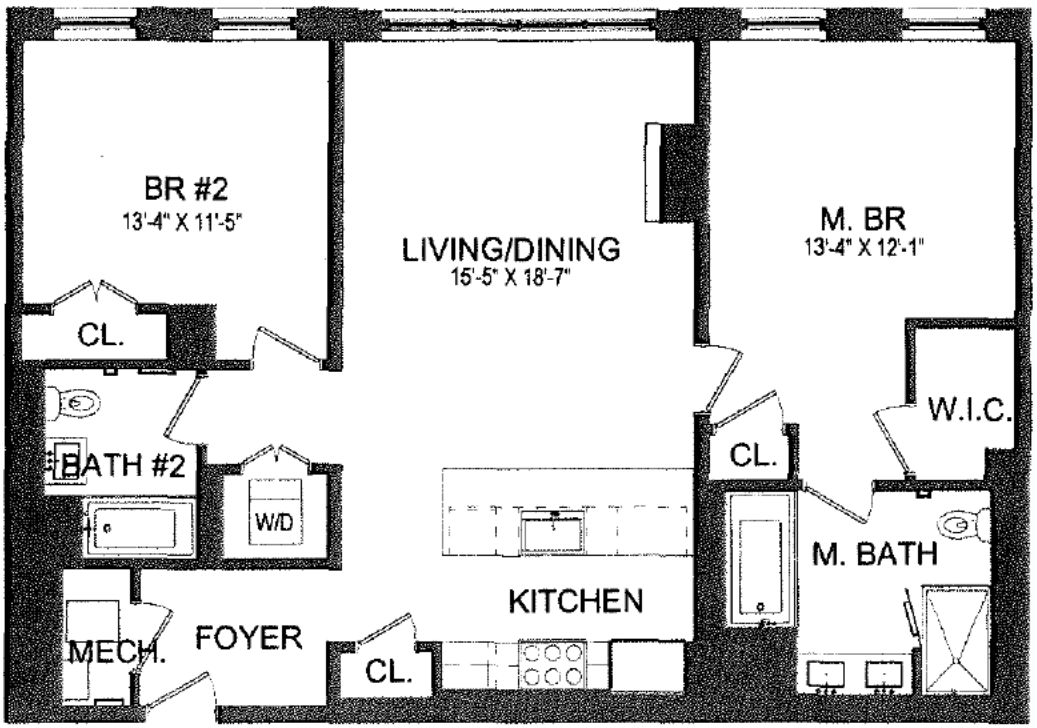
LEVELS **5 / ROOF**
UNITS **1326**

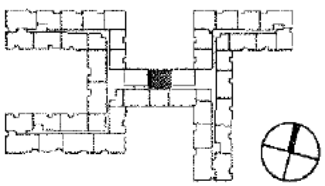
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

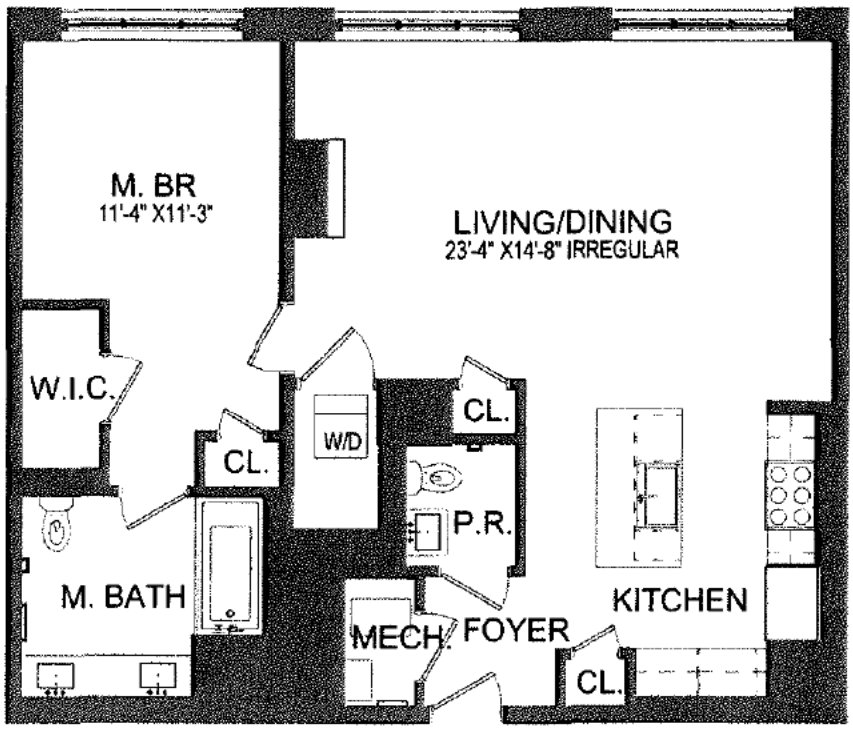
LEVELS 5
UNITS 1327

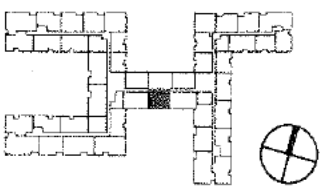
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1.5

LEVELS 5
UNITS 1328

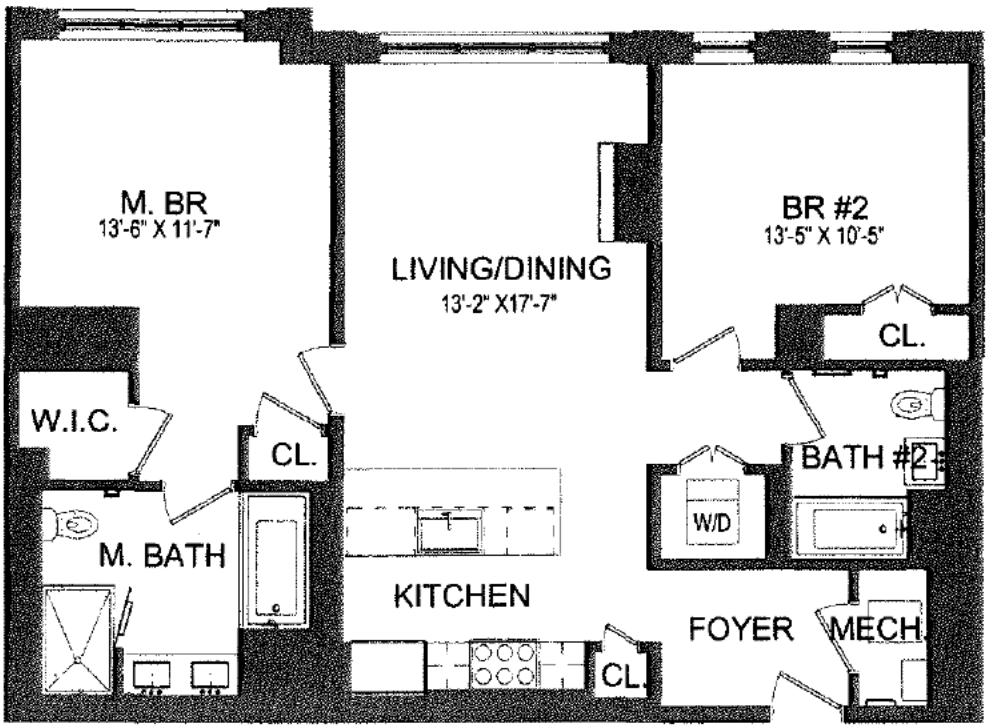
04/21/2017

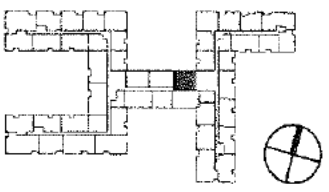
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

LEVELS 5
UNITS 1329

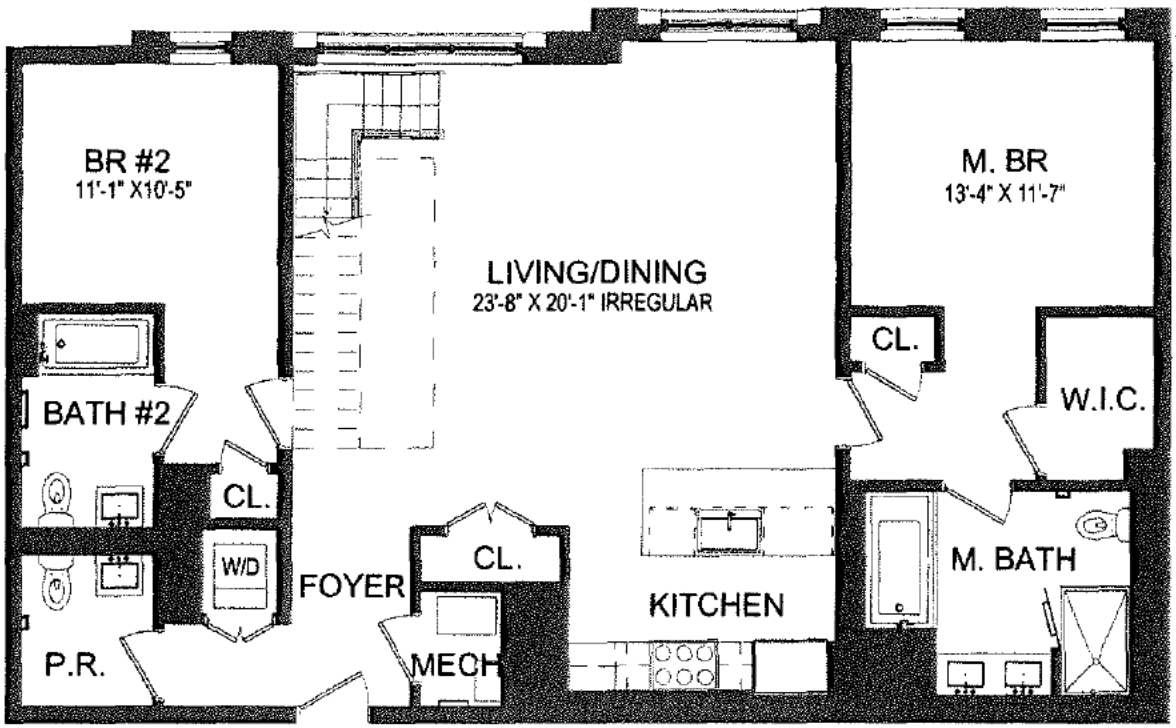
04/21/2017

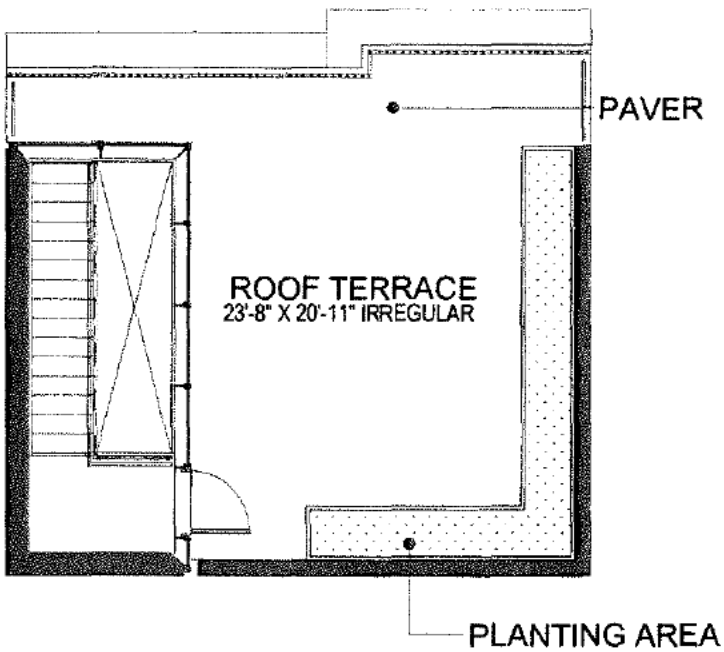
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

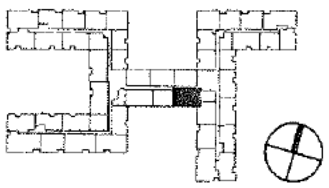
0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN







BEDROOMS **2**
BATHROOMS **2.5**

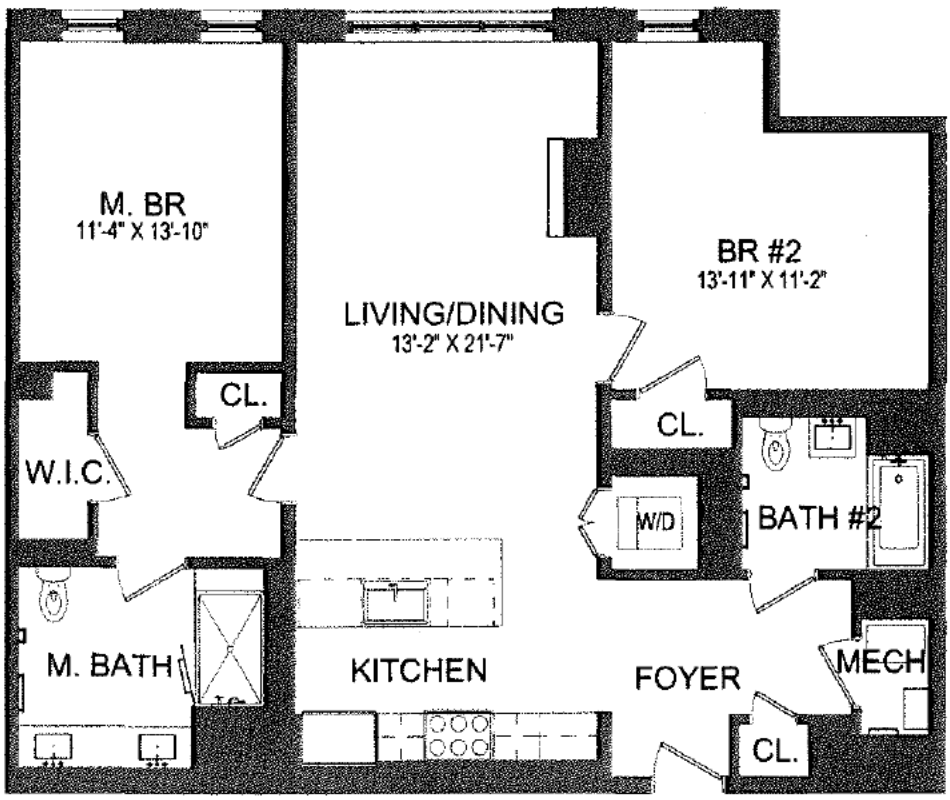
LEVELS **5 / ROOF**
UNITS **1330**

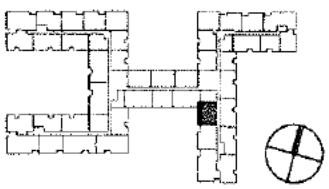
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

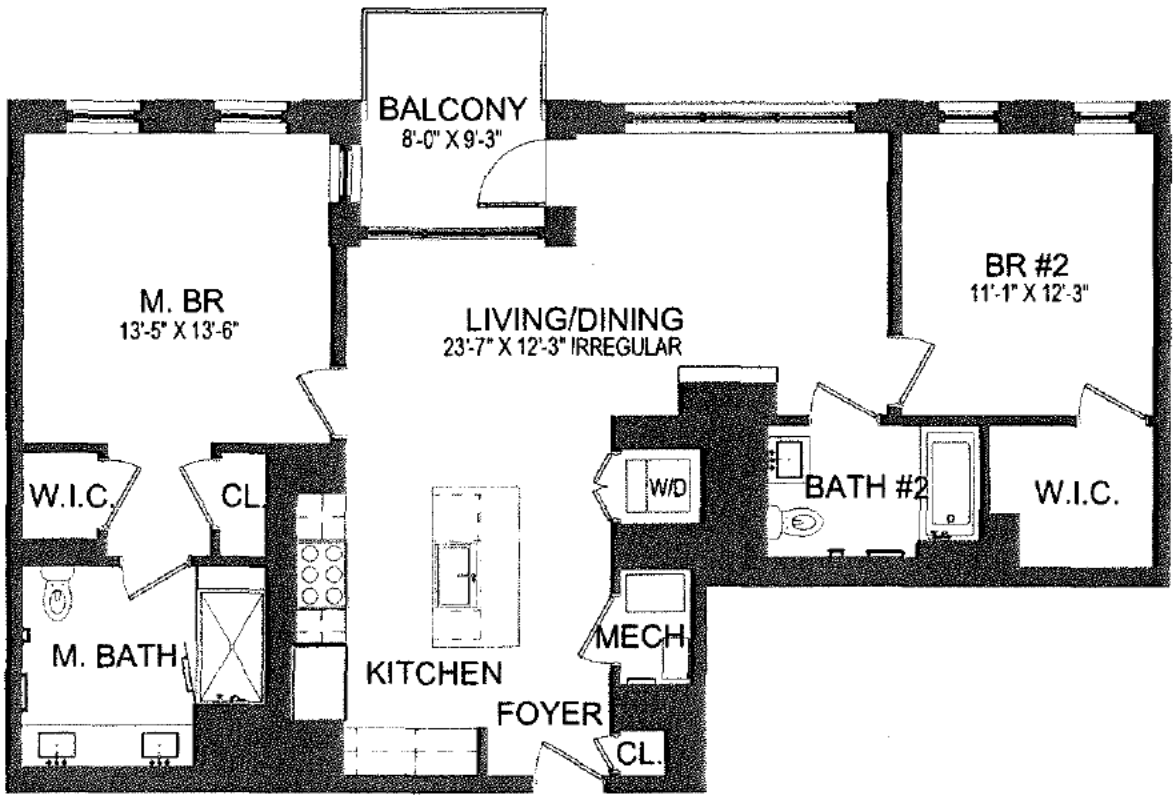
LEVELS 5
UNITS 1332

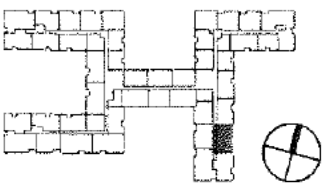
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

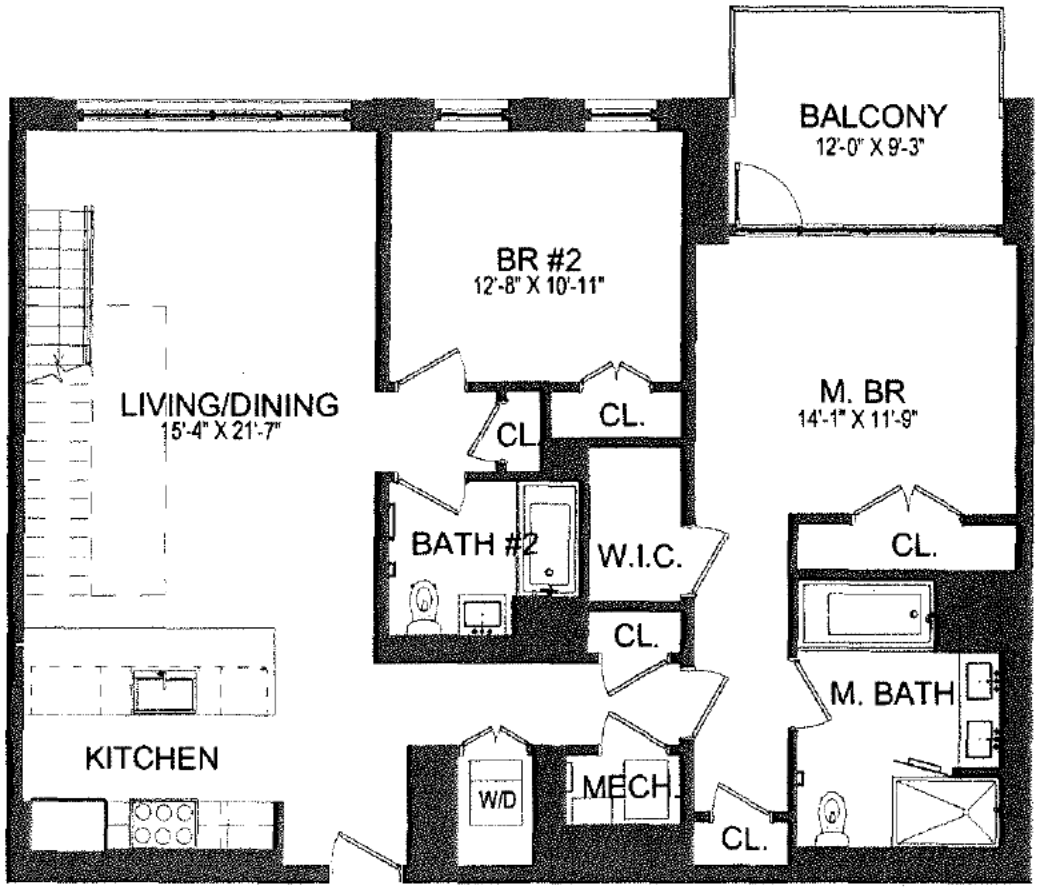
LEVELS 5
UNITS 1333

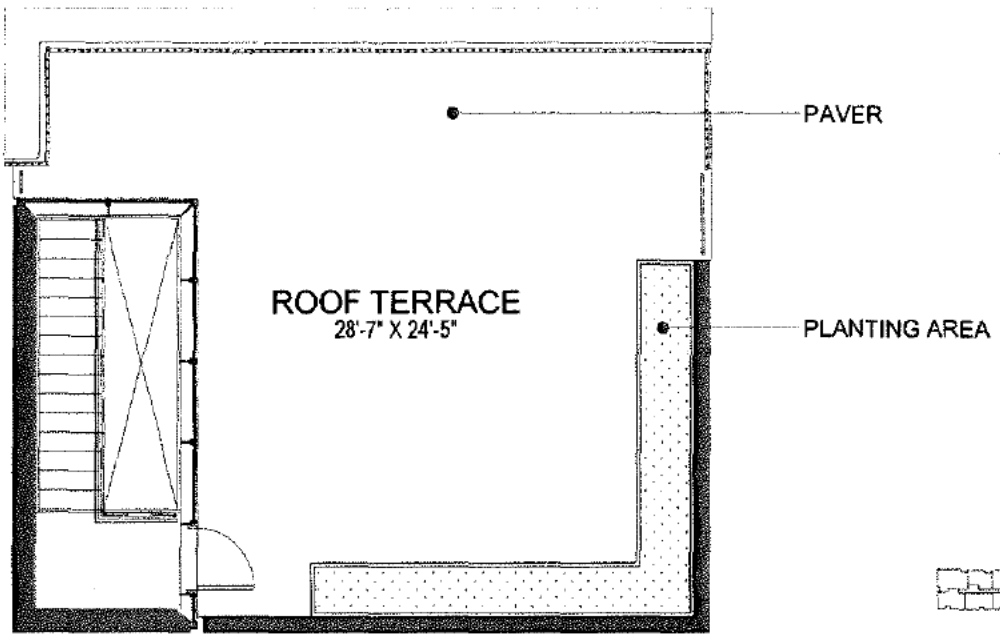
04/21/2017

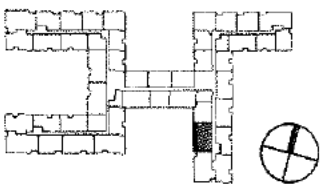
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 2
BATHROOMS 2

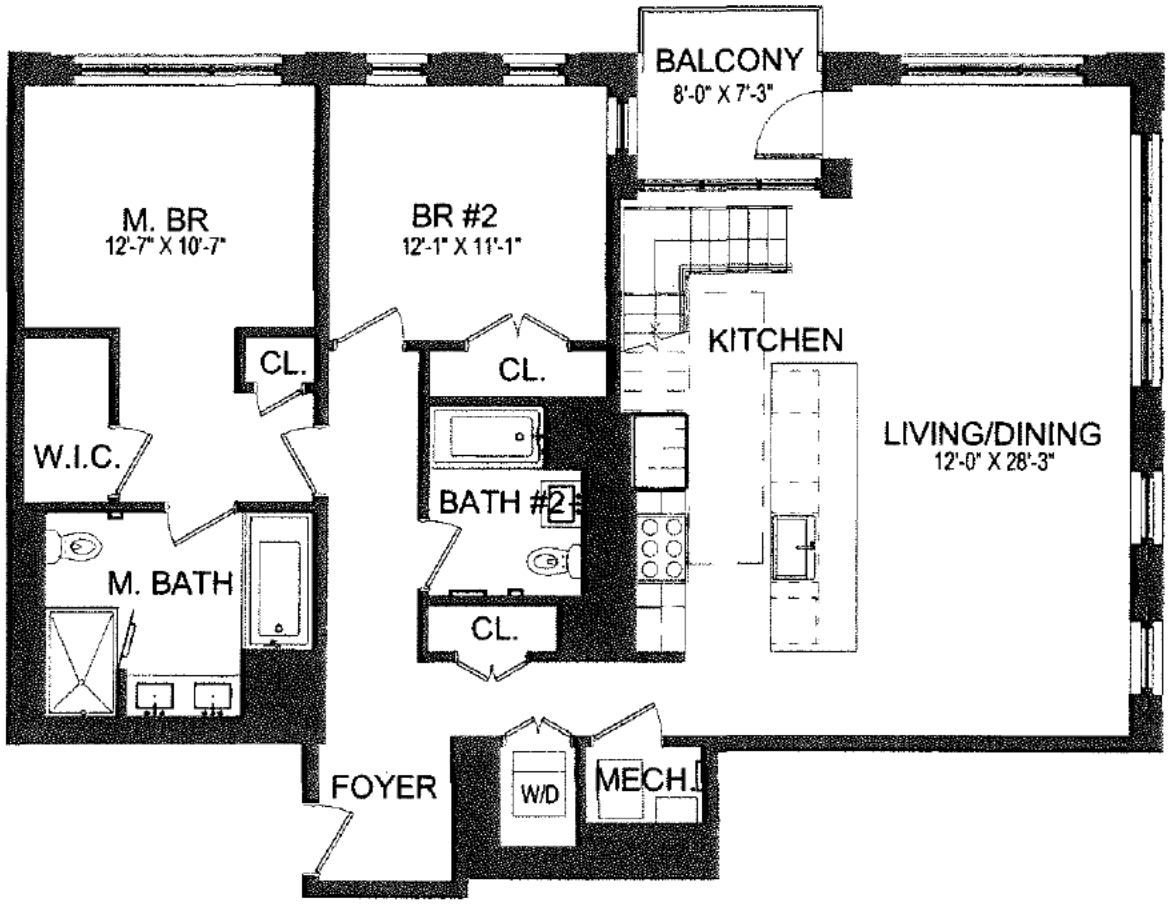
LEVELS **5 / ROOF**
UNITS **1334**

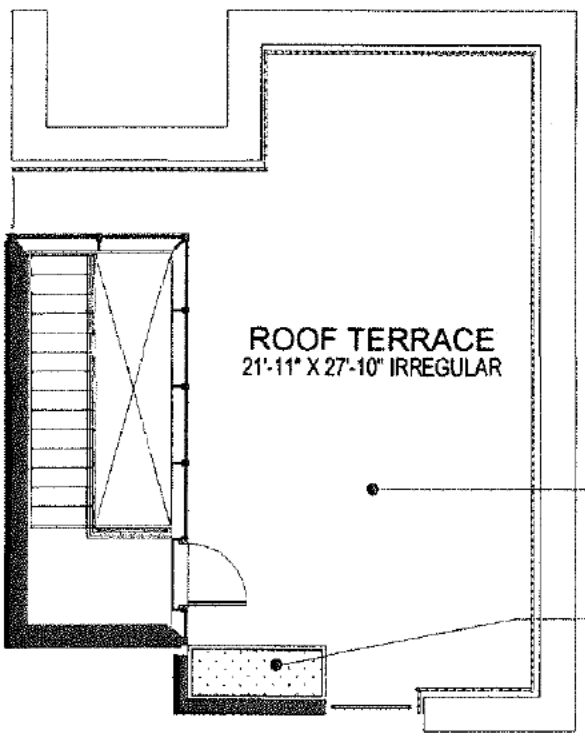
04/21/2017

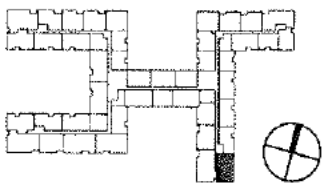
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 2
BATHROOMS 2

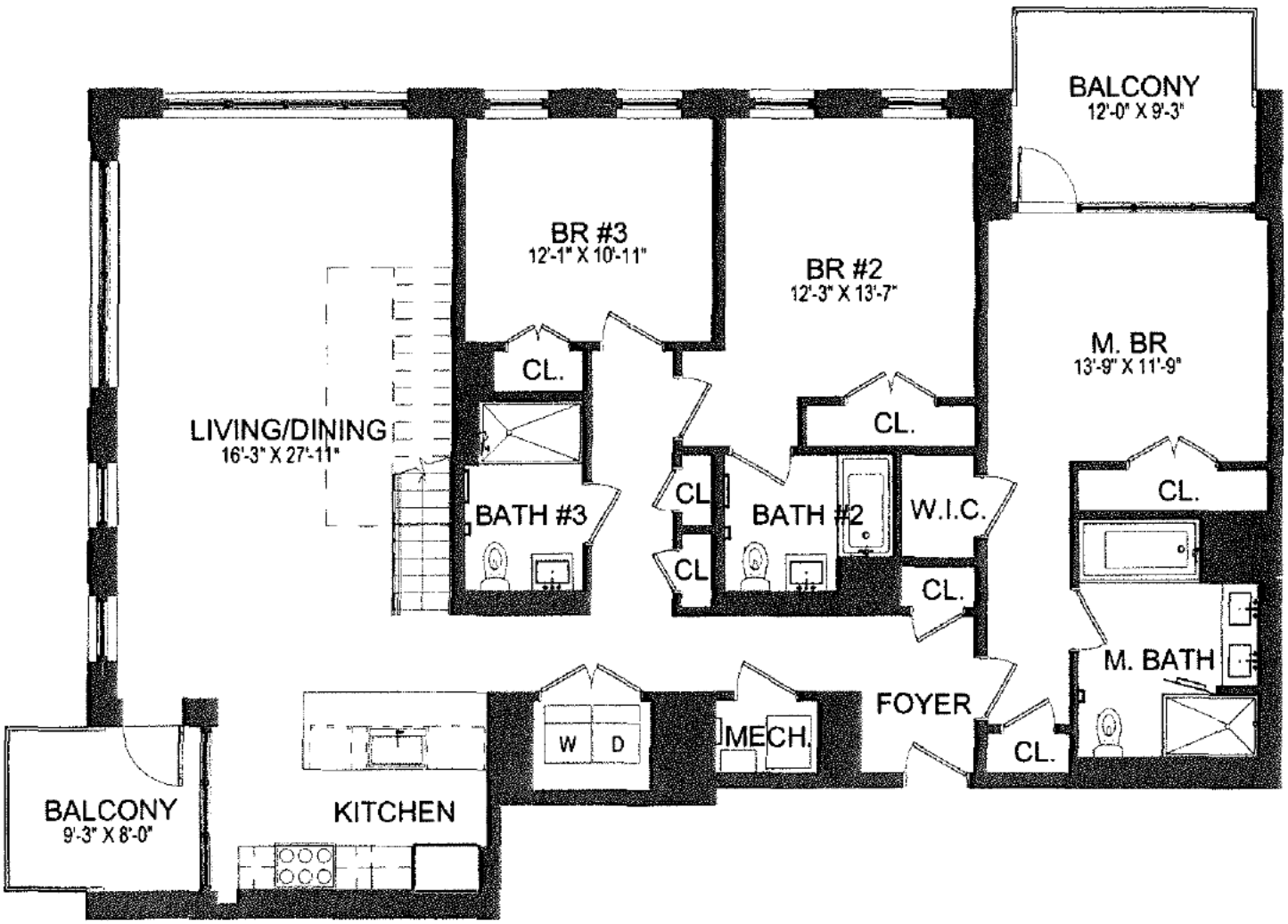
LEVELS 5 / ROOF
UNITS 1335

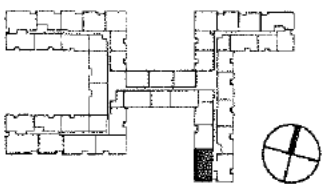
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 3
BATHROOMS 3

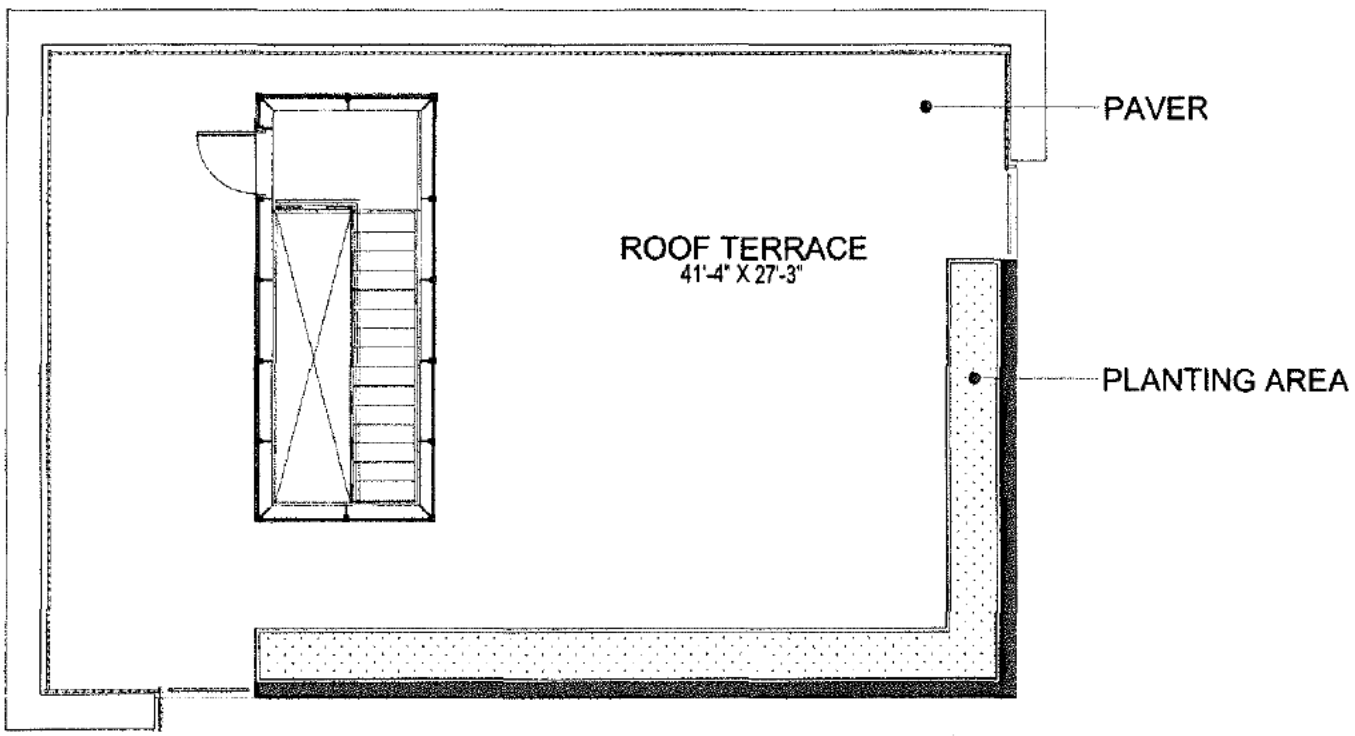
LEVELS **5 / ROOF**
UNITS **1336**

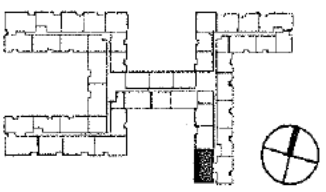
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 3
BATHROOMS 3

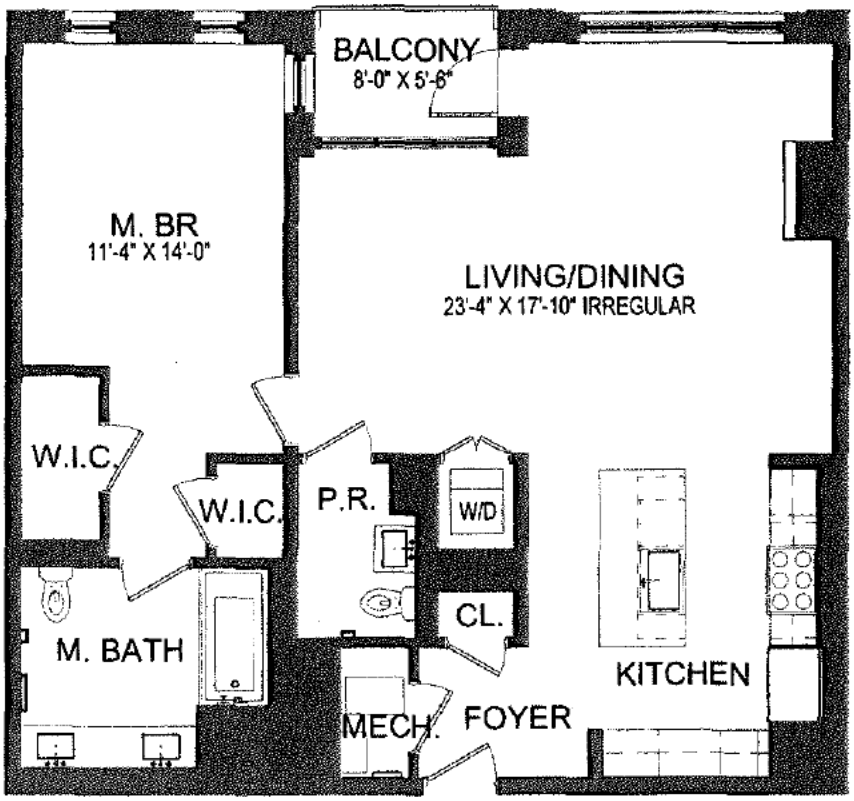
LEVELS **5 / ROOF**
UNITS **1336**

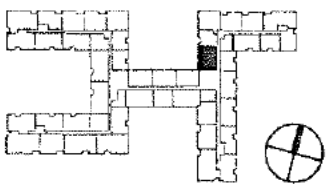
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS **1**
BATHROOMS **1.5**

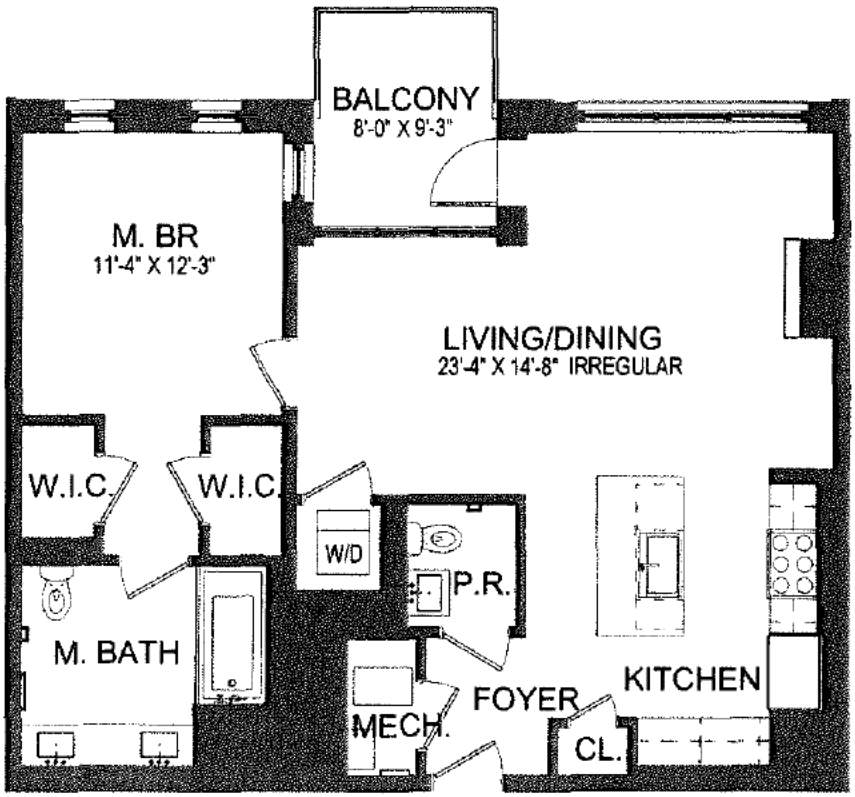
LEVELS **5**
UNITS **1338**

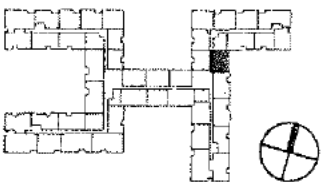
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1.5

LEVELS 5
UNITS 1339

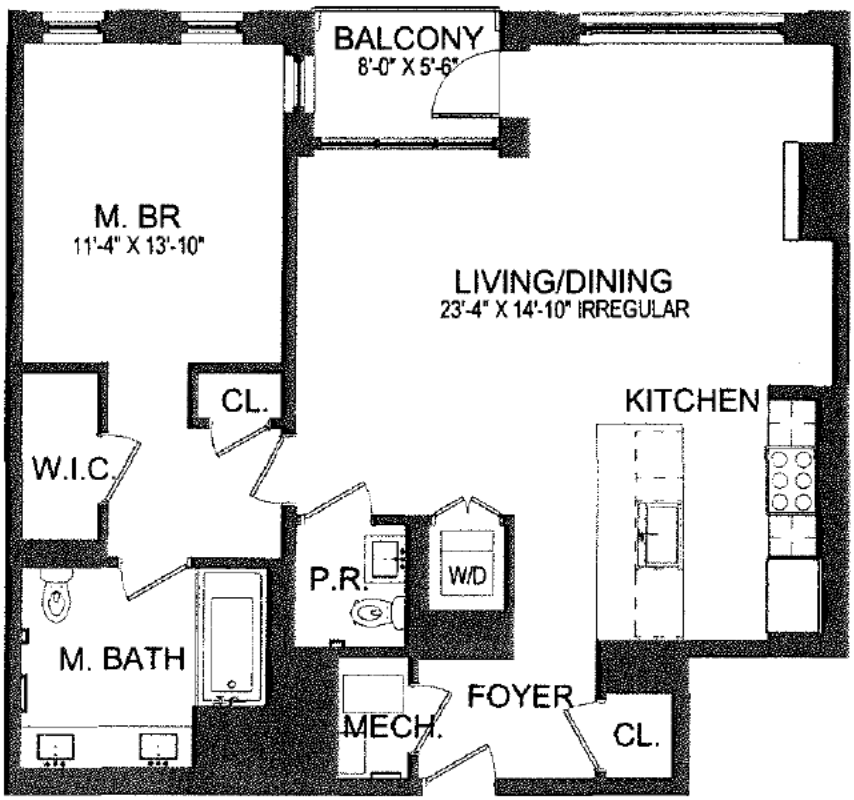
04/21/2017

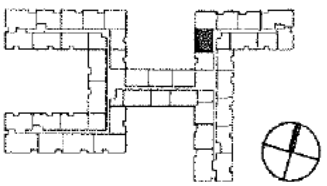
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1.5

LEVELS 5
UNITS 1340

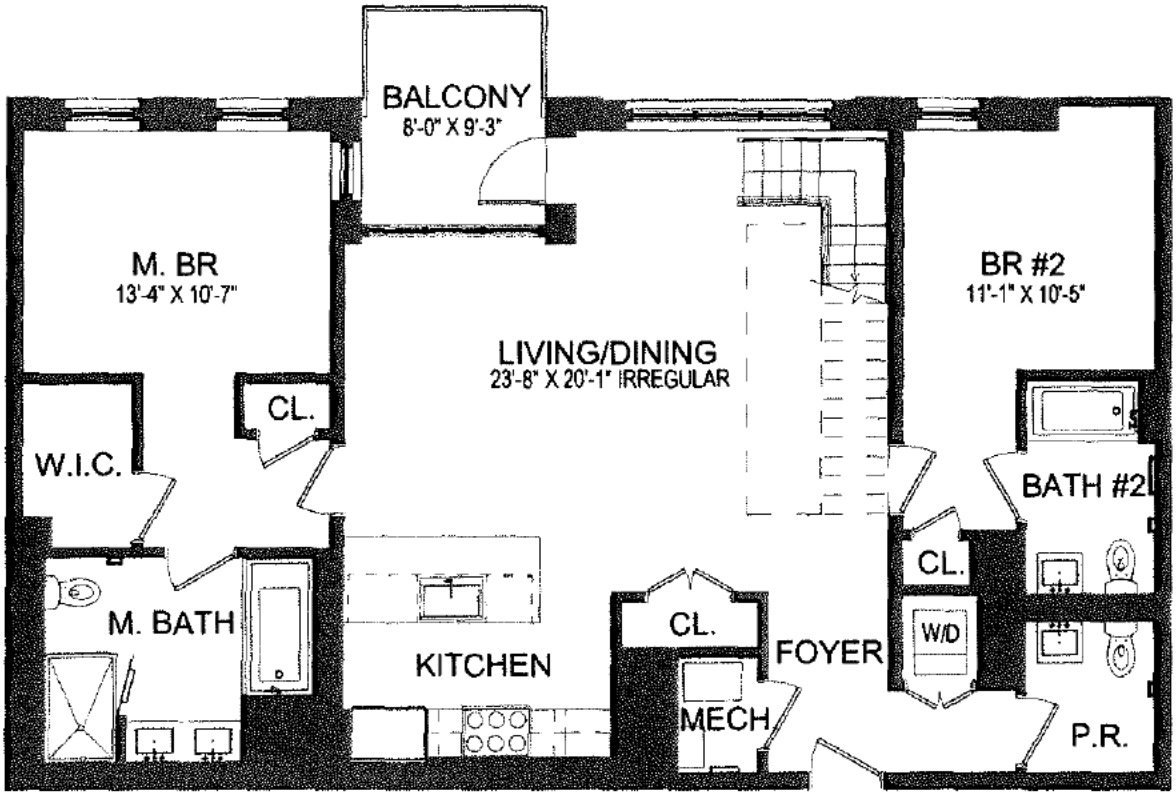
04/21/2017

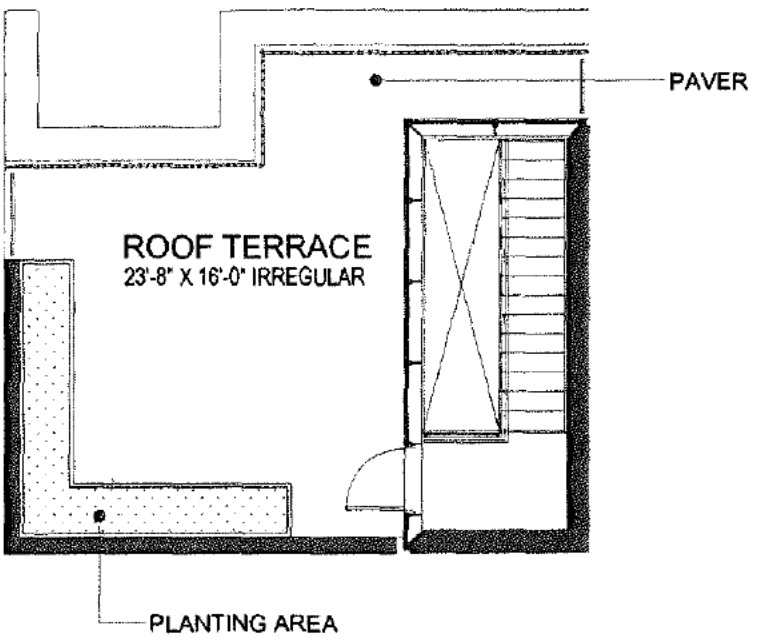
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

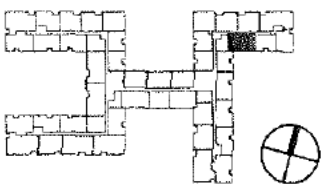
0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS **2**
BATHROOMS **2.5**

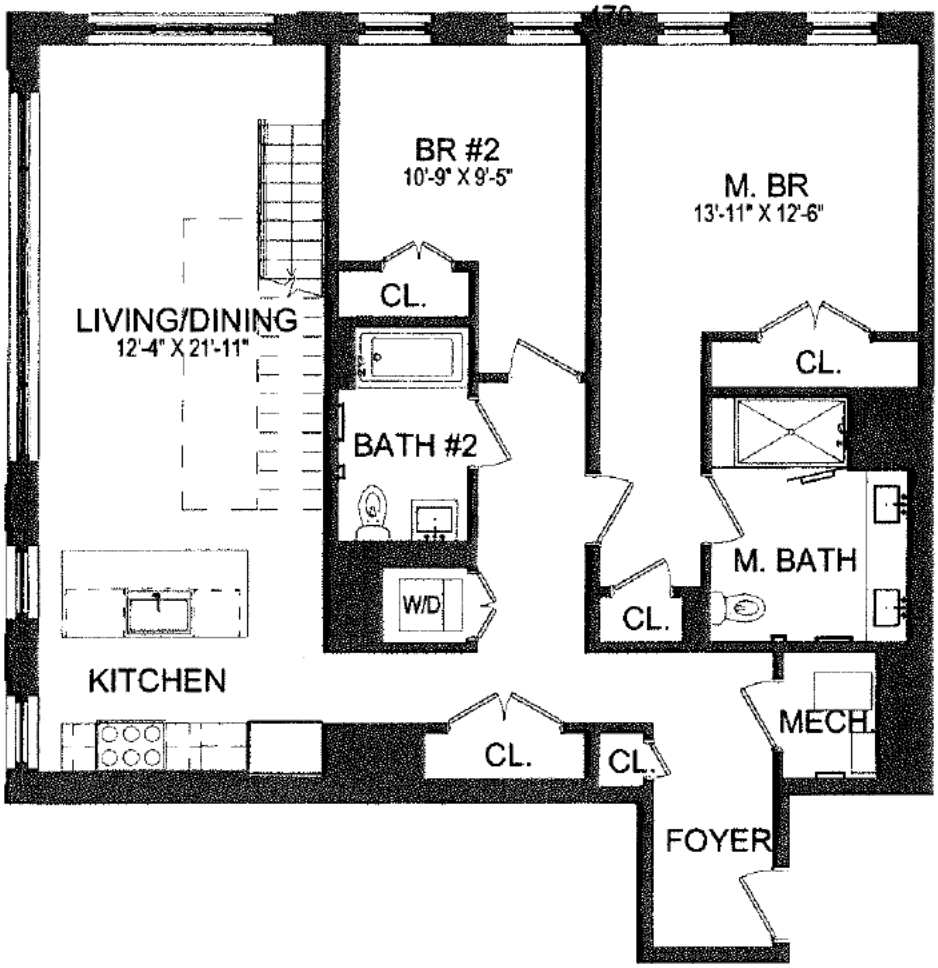
LEVELS **5 / ROOF**
UNITS **1341**

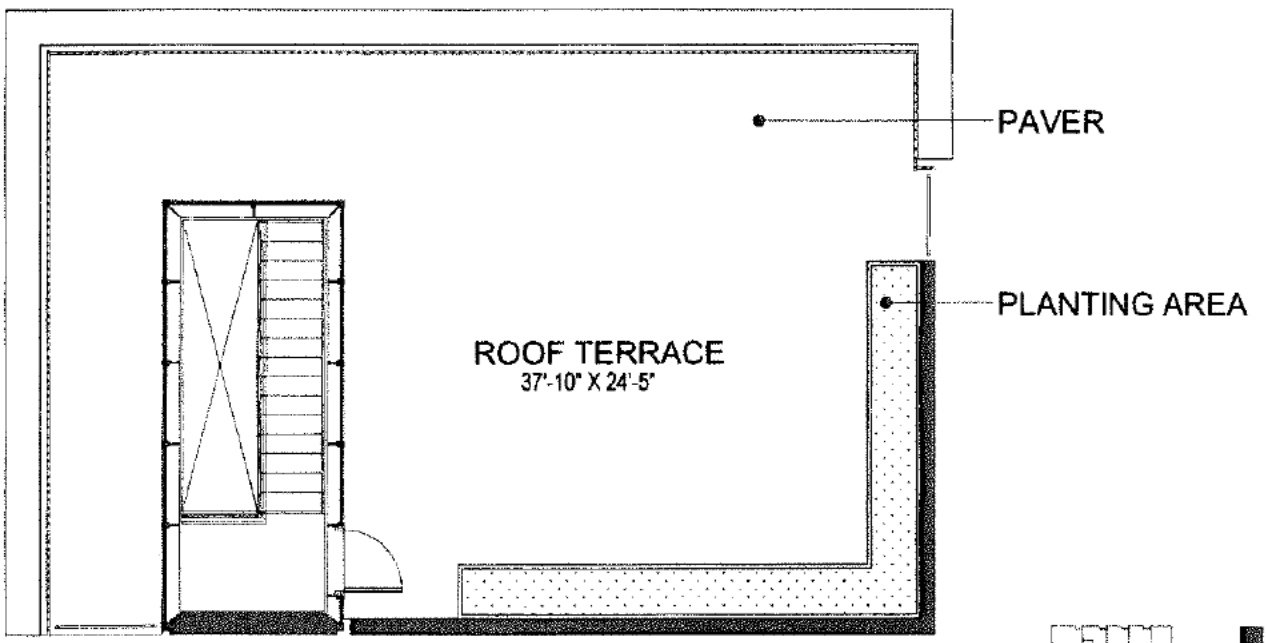
04/21/2017

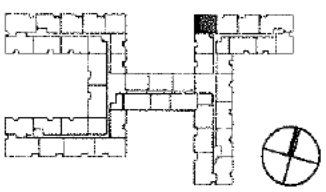
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 2
BATHROOMS 2

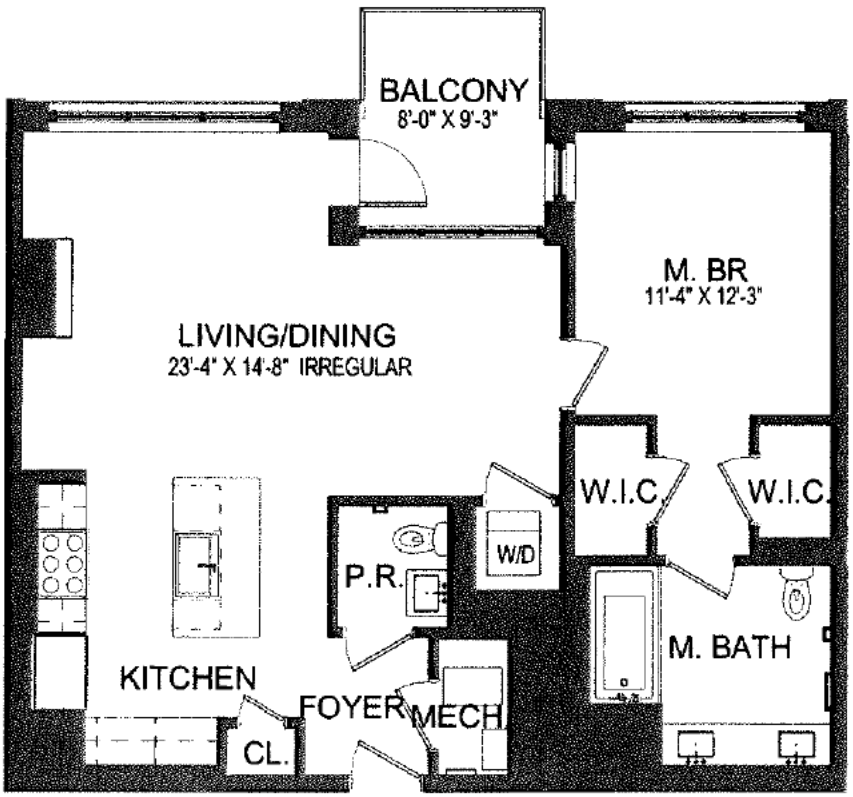
LEVELS 5 / ROOF
UNITS 1342

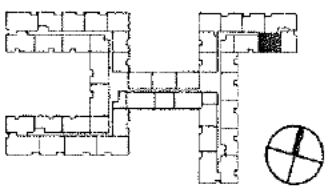
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1.5

LEVELS 5
UNITS 1343

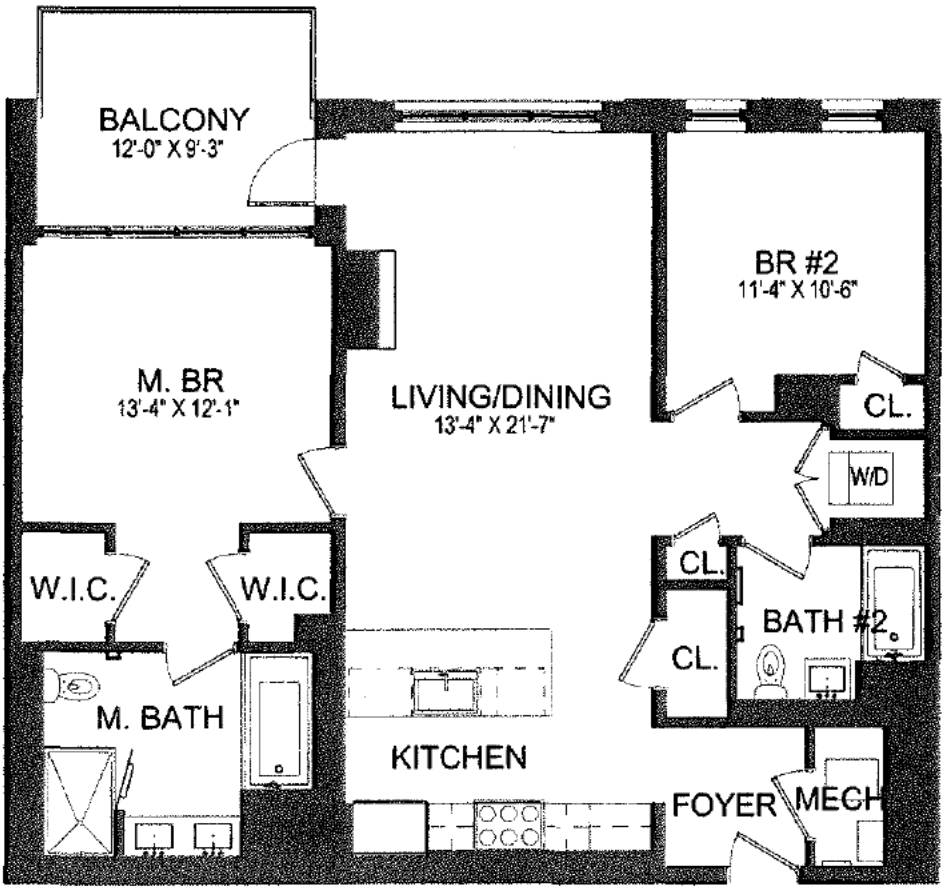
04/21/2017

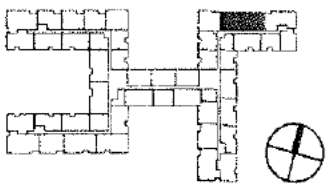
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 2
BATHROOMS 2

LEVELS 5
UNITS **1344 & 1346**

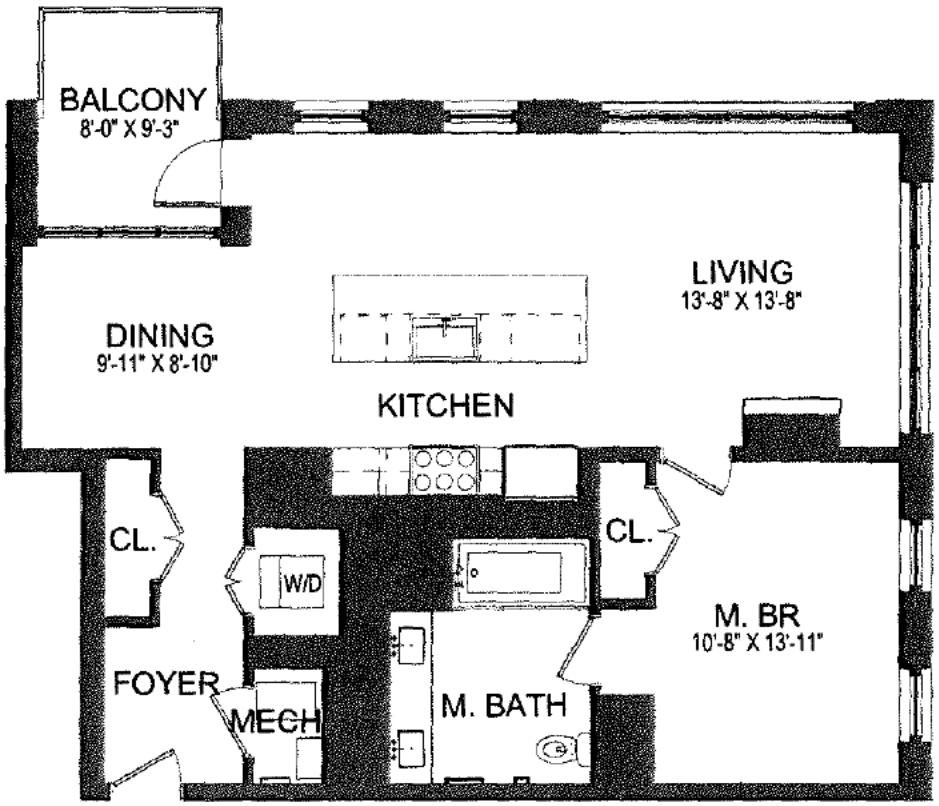
04/21/2017

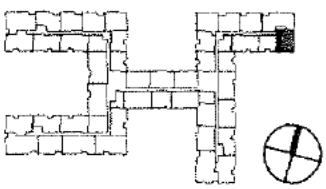
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





BEDROOMS 1
BATHROOMS 1

LEVELS 5
UNITS 1345

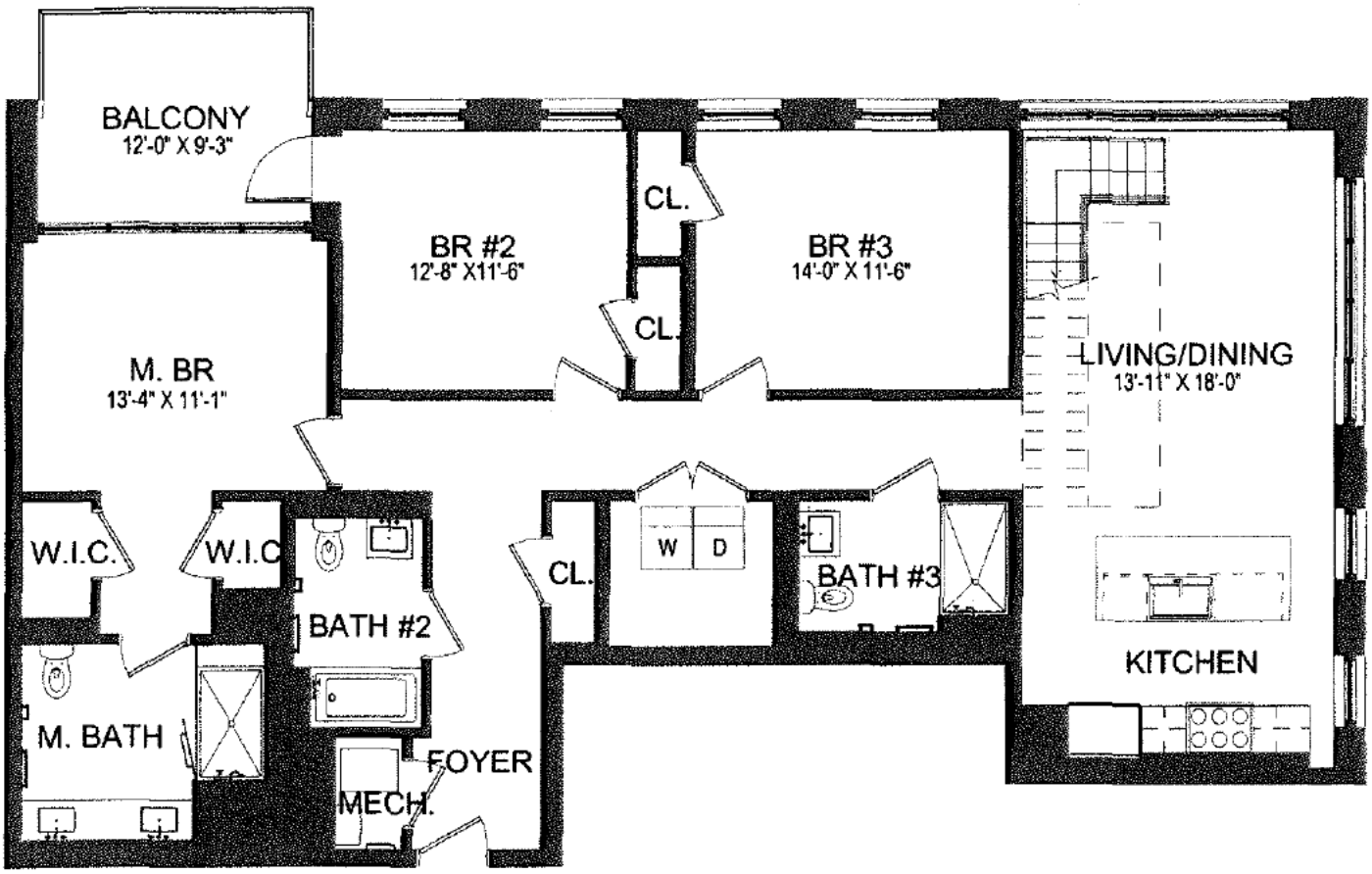
04/21/2017

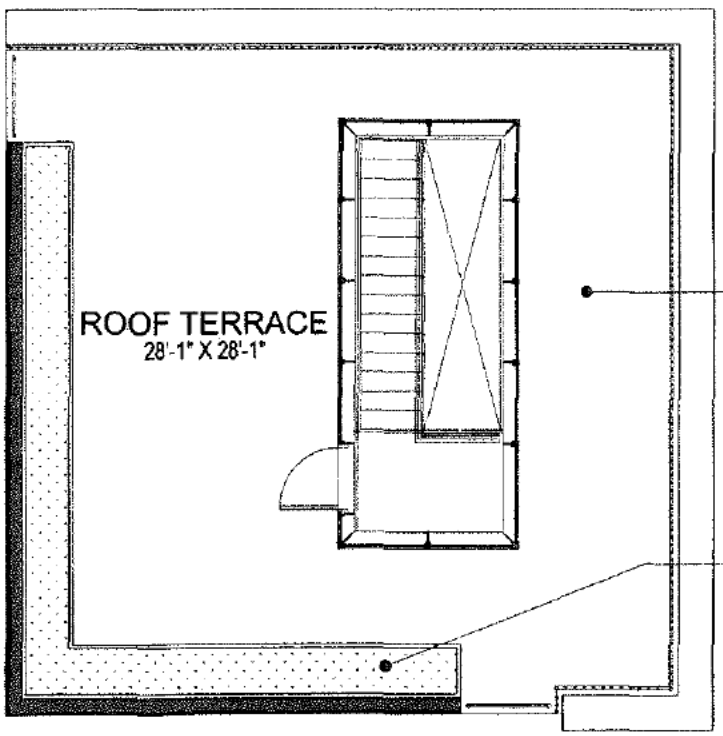
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

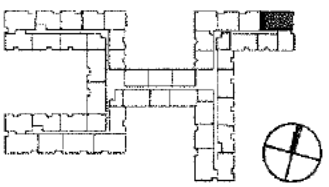
0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.







BEDROOMS 3
BATHROOMS 3

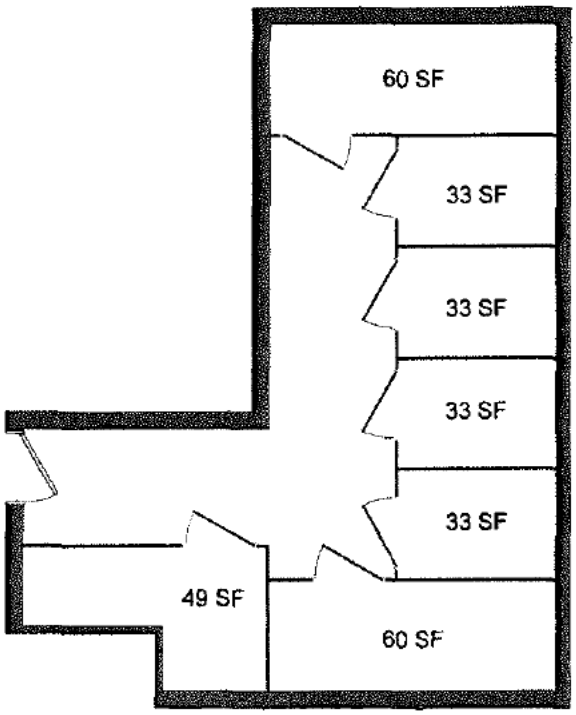
LEVELS 5 / ROOF
UNITS 1348

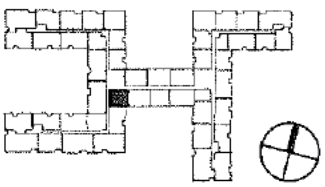
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'
SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





STORAGE A (LEVELS 03 - 05)

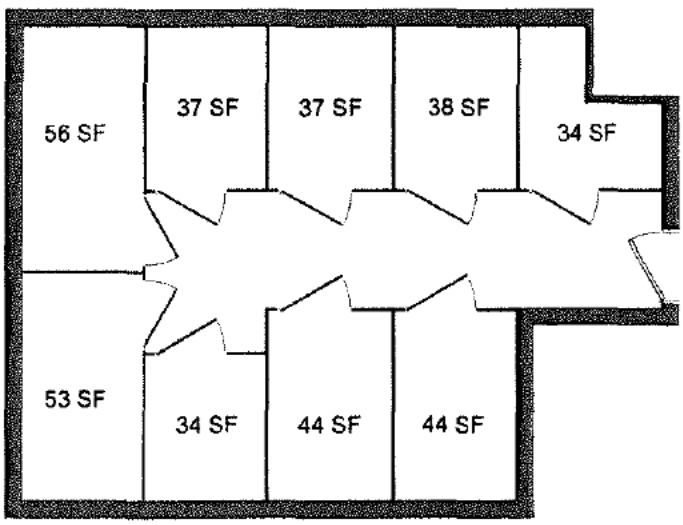
04/21/2017

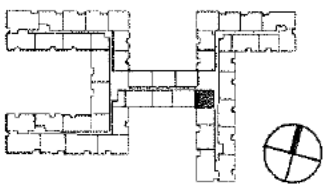
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 6'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





STORAGE B (LEVELS 03 - 05)

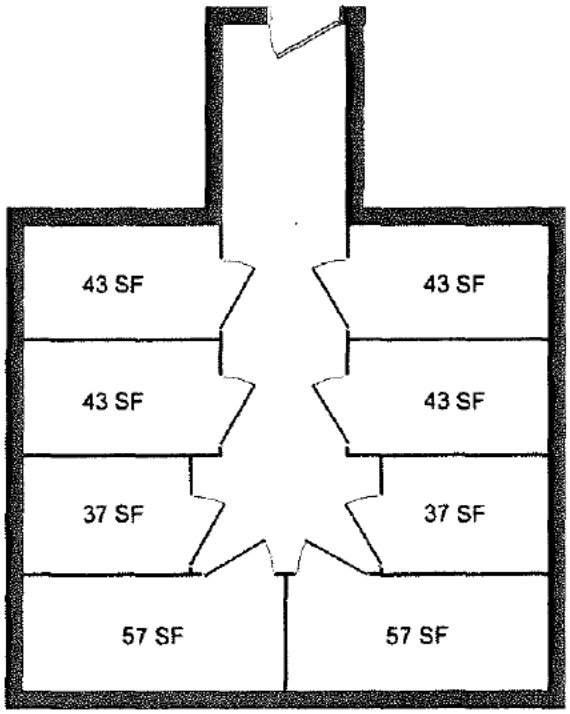
04/21/2017

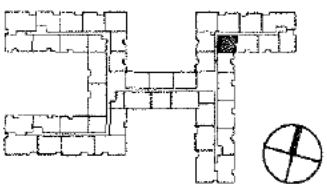
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





STORAGE C (LEVELS 02 - 05)

04/21/2017

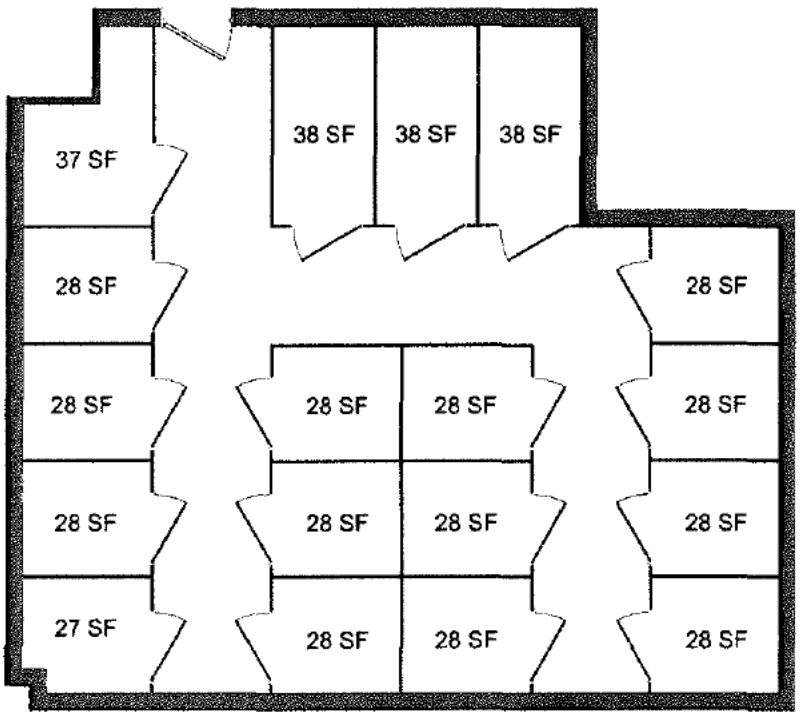
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK

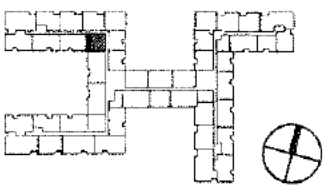
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





STORAGE D (LEVELS 02 - 05)

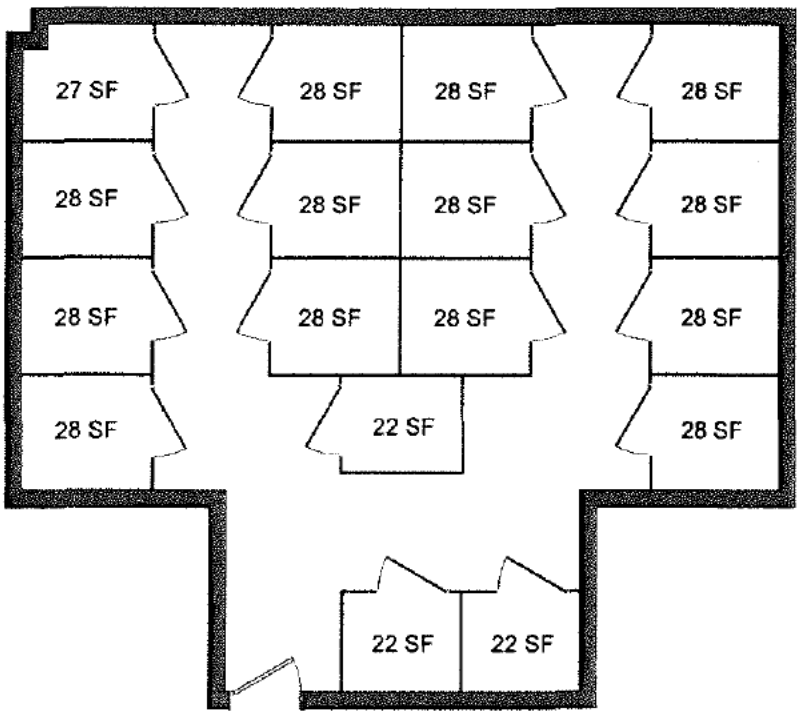
04/21/2017

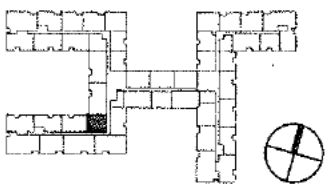
THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.





STORAGE E (LEVELS 02 - 05)

04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK

RXR

0 2' 4' 8'

SCALE 1/8" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.

SCHEDULE OF UNIT AREAS

FLOOR	UNIT DESIGNATION	BED- ROOMS / BATH- ROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. BALCONY SQUARE FOOTAGE	APPROX. TERRACE SQUARE FOOTAGE
2	1001	1 / 1	906	0	528
	1003	1 / 1	1,018	0	434
	1004	1 / 1	913	90	0
	1005	2 / 2.5	1,471	0	1053
	1006	3 / 3	1,914	108	0
	1007	2 / 2	1,283	0	1366
	1008	2 / 2	1,436	108	0
	1009	2 / 2	1,573	0	1366
	1010	3 / 3	2,052	180	0
	1011	1 / 1	906	0	528
	1012	1 / 1.5	1,052	40	0
	1013	1 / 1	1,018	0	435
	1014	1 / 1.5	1,040	40	0
	1015	2 / 2.5	1,471	0	1053
	1016	2 / 2	1,362	0	0
	1017	2 / 2.5	1,460	0	1366
	1018	2 / 2	1,300	108	0
	1019	2 / 2	1,577	0	1366
	1020	2 / 2	1,300	108	0
	1022	2 / 2	1,259	108	0
	1024	3 / 3	1,919	180	0
	1025	2 / 2	1,296	0	0
	1029	2 / 2	1,296	0	0
	1031	2 / 2.5	1,460	72	0
	1033	2 / 2	1,283	72	0
	1035	2 / 2	1,568	56	0
	1036	3 / 3	1,986	72	744
	1037	2 / 2.5	1,460	72	0
	1038	1 / 1.5	1,198	40	0
	1039	1 / 1.5	1,048	72	0
	1040	1 / 1.5	1,140	40	0
	1041	2 / 2.5	1,471	0	625
	1042	2 / 2	1,406	0	0
	1043	1 / 1.5	1,040	0	520
	1044	2 / 2	1,300	108	0
	1045	1 / 1	1,119	72	400
	1046	2 / 2	1,300	108	0
	1048	3 / 3	1,741	108	0

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.

SCHEDULE OF UNIT AREAS

FLOOR	UNIT DESIGNATION	BED- ROOMS / BATH- ROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. BALCONY SQUARE FOOTAGE	APPROX. TERRACE SQUARE FOOTAGE
3	1101	3 / 3	1,924	108	0
	1102	2 / 2.5	1,468	72	0
	1104	3 / 3	1,922	90	0
	1105	2 / 2.5	1,471	72	0
	1106	3 / 3	1,914	108	0
	1107	2 / 2	1,283	72	0
	1108	2 / 2	1,436	108	0
	1109	2 / 2	1,573	72	0
	1110	3 / 3	2,052	180	0
	1111	3 / 3	1,924	108	0
	1112	1 / 1.5	1,052	40	0
	1114	1 / 1.5	1,040	40	0
	1115	2 / 2.5	1,471	72	0
	1116	2 / 2	1,362	0	0
	1117	2 / 2.5	1,460	72	0
	1118	2 / 2	1,300	108	0
	1119	2 / 2	1,577	72	0
	1120	2 / 2	1,300	108	0
	1122	2 / 2	1,259	108	0
	1124	3 / 3	1,919	180	0
	1125	2 / 2	1,288	0	0
	1126	2 / 2.5	1,536	0	0
	1127	2 / 2	1,364	0	0
	1128	1 / 1.5	1,116	0	0
	1129	2 / 2	1,288	0	0
	1130	2 / 2.5	1,528	0	0
	1131	2 / 2.5	1,460	72	0
	1132	2 / 2	1,347	0	0
	1133	2 / 2	1,283	72	0
	1134	2 / 2	1,436	108	0
	1135	2 / 2	1,568	56	0
	1136	3 / 3	1,990	180	0
	1137	2 / 2.5	1,460	72	0
	1138	1 / 1.5	1,198	40	0
	1139	1 / 1.5	1,048	72	0
	1140	1 / 1.5	1,140	40	0
	1141	2 / 2.5	1,471	72	0
	1142	2 / 2	1,406	0	0
	1143	1 / 1.5	1,040	72	0
	1144	2 / 2	1,300	108	0
	1145	1 / 1	1,119	72	0
	1146	2 / 2	1,300	108	0
	1148	3 / 3	1,741	108	0

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.

SCHEDULE OF UNIT AREAS

FLOOR	UNIT DESIGNATION	BED- ROOMS / BATH- ROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. BALCONY SQUARE FOOTAGE	APPROX. TERRACE SQUARE FOOTAGE
4	1201	3 / 3	1,924	108	0
	1202	2 / 2.5	1,468	72	0
	1204	3 / 3	1,922	90	0
	1205	2 / 2.5	1,471	72	0
	1206	3 / 3	1,914	108	0
	1207	2 / 2	1,283	72	0
	1208	2 / 2	1,436	108	0
	1209	2 / 2	1,573	72	0
	1210	3 / 3	2,052	180	0
	1211	3 / 3	1,924	108	0
	1212	1 / 1.5	1,052	40	0
	1214	1 / 1.5	1,040	40	0
	1215	2 / 2.5	1,471	72	0
	1216	2 / 2	1,362	0	0
	1217	2 / 2.5	1,460	72	0
	1218	2 / 2	1,300	108	0
	1219	2 / 2	1,577	72	0
	1220	2 / 2	1,300	108	0
	1222	2 / 2	1,259	108	0
	1224	3 / 3	1,919	180	0
	1225	2 / 2	1,288	0	0
	1226	2 / 2.5	1,536	0	0
	1227	2 / 2	1,364	0	0
	1228	1 / 1.5	1,116	0	0
	1229	2 / 2	1,288	0	0
	1230	2 / 2.5	1,528	0	0
	1231	2 / 2.5	1,460	72	0
	1232	2 / 2	1,347	0	0
	1233	2 / 2	1,283	72	0
	1234	2 / 2	1,436	108	0
	1235	2 / 2	1,568	56	0
	1236	3 / 3	1,990	180	0
	1237	2 / 2.5	1,460	72	0
	1238	1 / 1.5	1,198	40	0
	1239	1 / 1.5	1,048	72	0
	1240	1 / 1.5	1,140	40	0
	1241	2 / 2.5	1,471	72	0
	1242	2 / 2	1,406	0	0
	1243	1 / 1.5	1,040	72	0
	1244	2 / 2	1,300	108	0
	1245	1 / 1	1,119	72	0
	1246	2 / 2	1,300	108	0
	1248	3 / 3	1,741	108	0

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.

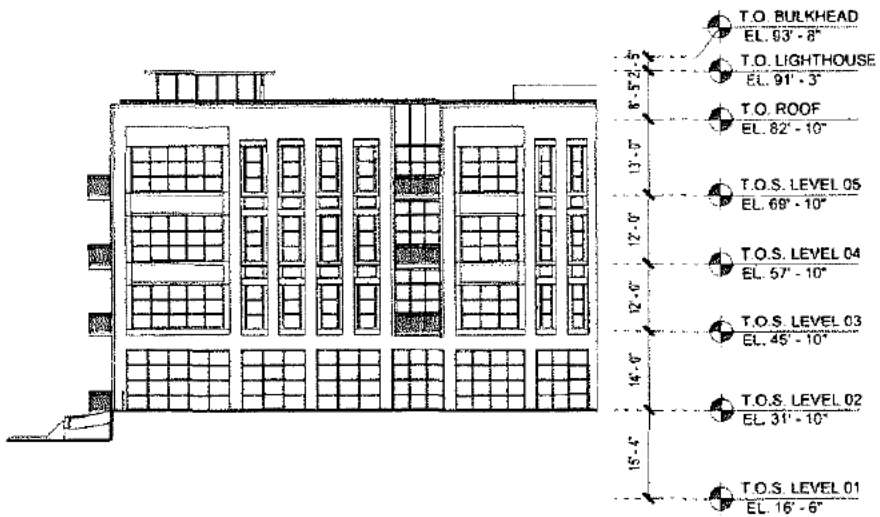
SCHEDULE OF UNIT AREAS

FLOOR	UNIT DESIGNATION	BED- ROOMS / BATH- ROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. BALCONY SQUARE FOOTAGE	APPROX. TERRACE SQUARE FOOTAGE
5	1301	3 / 3	1,924	108	885
	1302	2 / 2.5	1,468	72	0
	1304	3 / 3	1,922	90	826
	1305	2 / 2.5	1,471	72	507
	1306	3 / 3	1,914	108	885
	1307	2 / 2	1,283	72	0
	1308	2 / 2	1,436	108	791
	1309	2 / 2	1,573	72	681
	1310	3 / 3	2,052	180	1326
	1311	3 / 3	1,924	108	885
	1312	1 / 1.5	1,052	40	0
	1314	1 / 1.5	1,040	40	0
	1315	2 / 2.5	1,471	72	507
	1316	2 / 2	1,362	0	1055
	1317	2 / 2.5	1,460	72	507
	1318	2 / 2	1,300	108	0
	1319	2 / 2	1,577	72	646
	1320	2 / 2	1,300	108	0
	1322	2 / 2	1,259	108	0
	1324	3 / 3	1,919	180	802
	1325	2 / 2	1,288	0	0
	1326	2 / 2.5	1,536	0	565
	1327	2 / 2	1,364	0	0
	1328	1 / 1.5	1,116	0	0
	1329	2 / 2	1,288	0	0
	1330	2 / 2.5	1,528	0	565
	1331	2 / 2.5	1,460	72	507
	1332	2 / 2	1,347	0	0
	1333	2 / 2	1,283	72	0
	1334	2 / 2	1,436	108	788
	1335	2 / 2	1,568	56	647
	1336	3 / 3	1,990	180	1287
	1337	2 / 2.5	1,460	72	507
	1338	1 / 1.5	1,198	40	0
	1339	1 / 1.5	1,048	72	0
	1340	1 / 1.5	1,140	40	0
	1341	2 / 2.5	1,471	72	507
	1342	2 / 2	1,406	0	1055
	1343	1 / 1.5	1,040	72	0
	1344	2 / 2	1,300	108	0
	1345	1 / 1	1,119	72	0
	1346	2 / 2	1,300	108	0
	1348	3 / 3	1,741	108	897

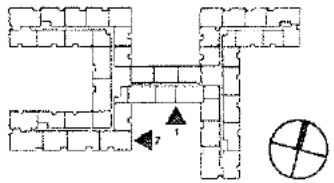
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN



ELEVATION 1



ELEVATION 2



ELEVATION 1 & 2

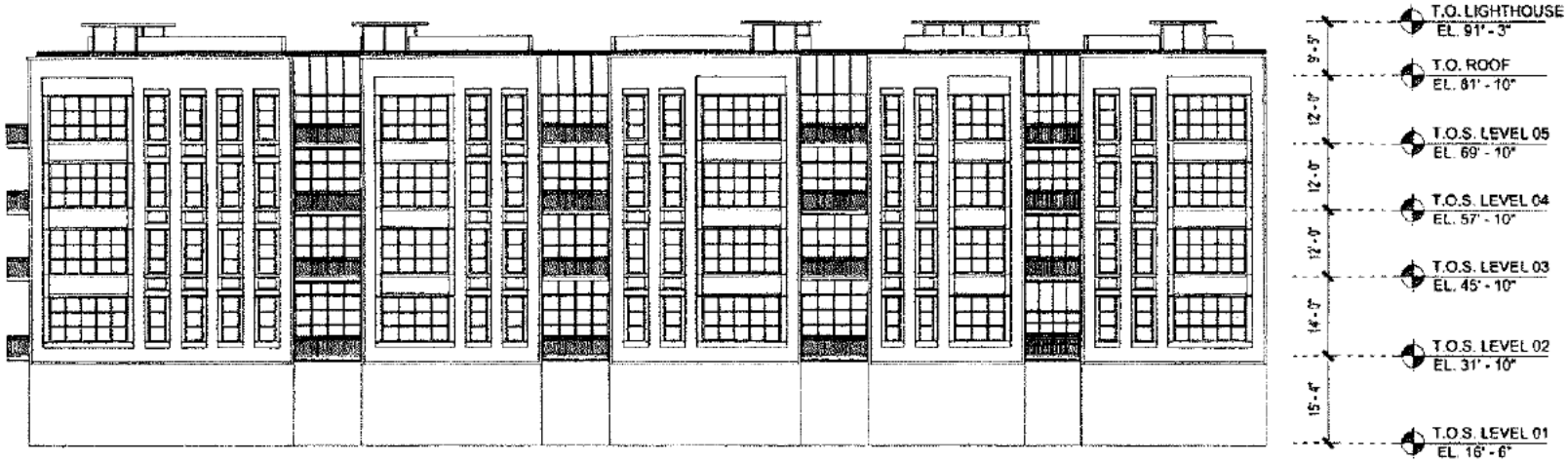
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

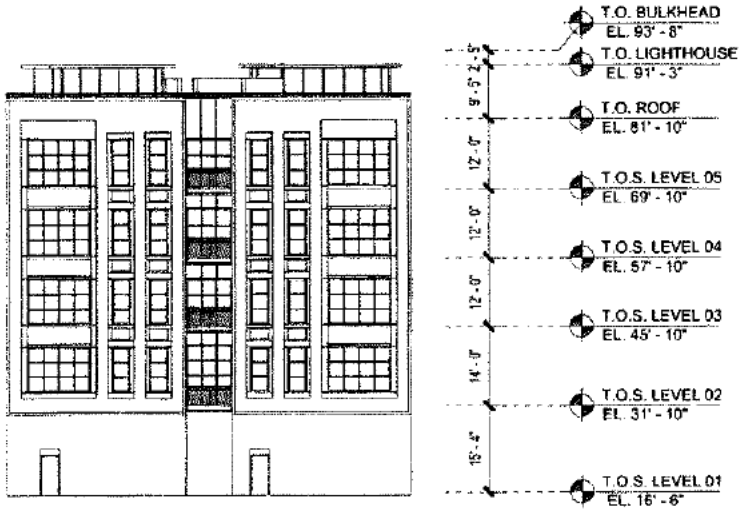
0 8' 16' 32'

SCALE 1/32" = 1'-0"

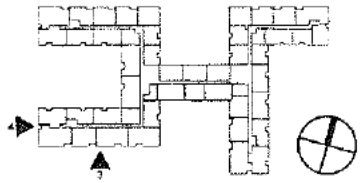
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



ELEVATION 3



ELEVATION 4



ELEVATION 3 & 4

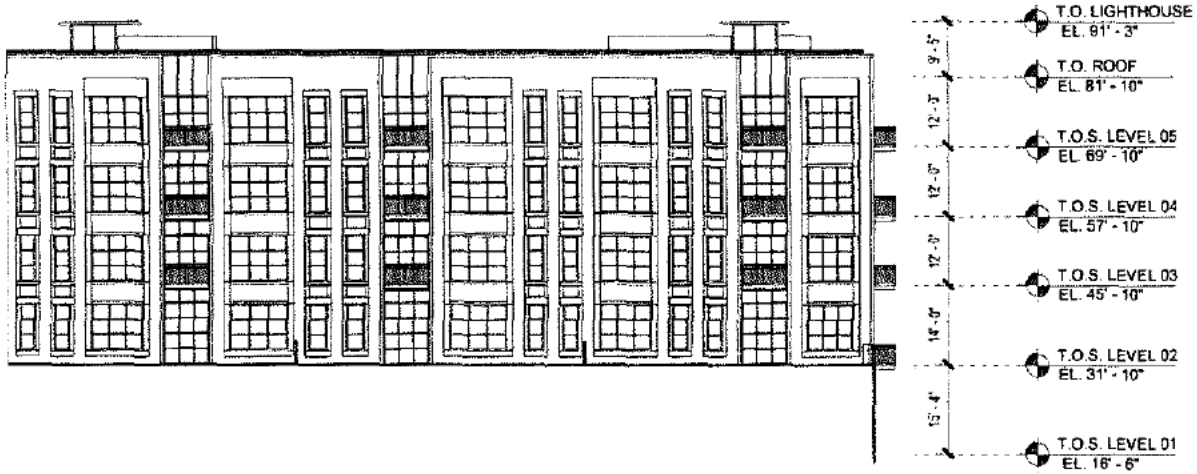
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

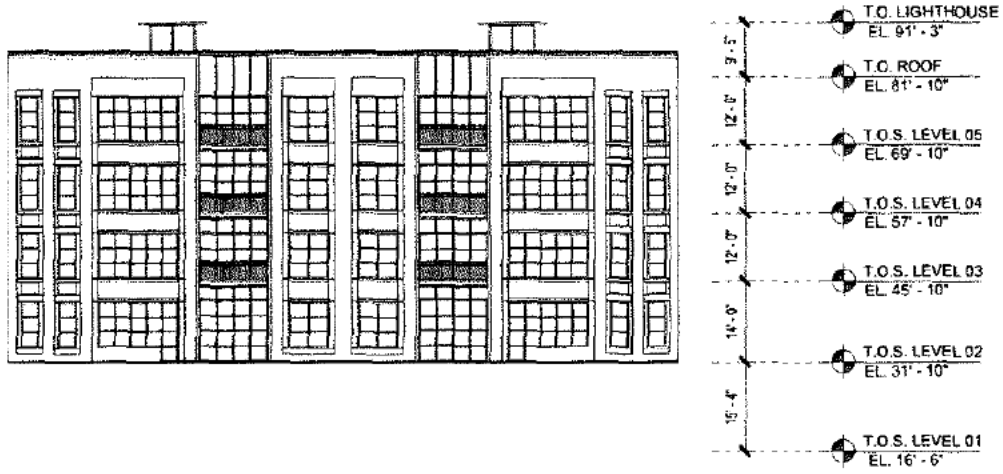
0 8' 16' 32'

SCALE 1/32" = 1'-0"

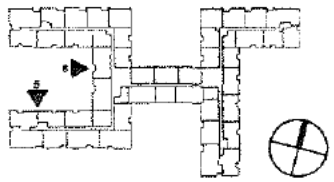
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



ELEVATION 5



ELEVATION 6



ELEVATION 5 & 6

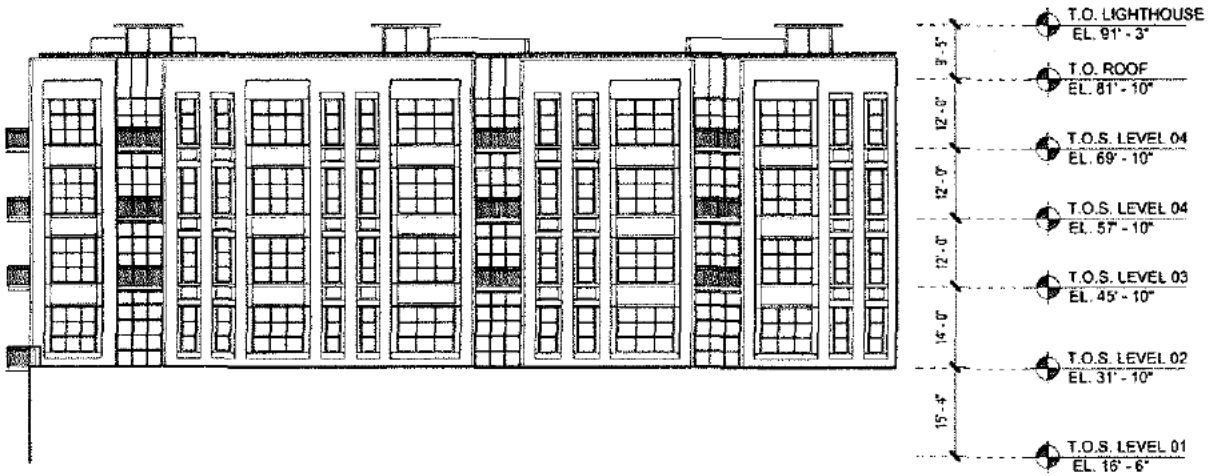
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

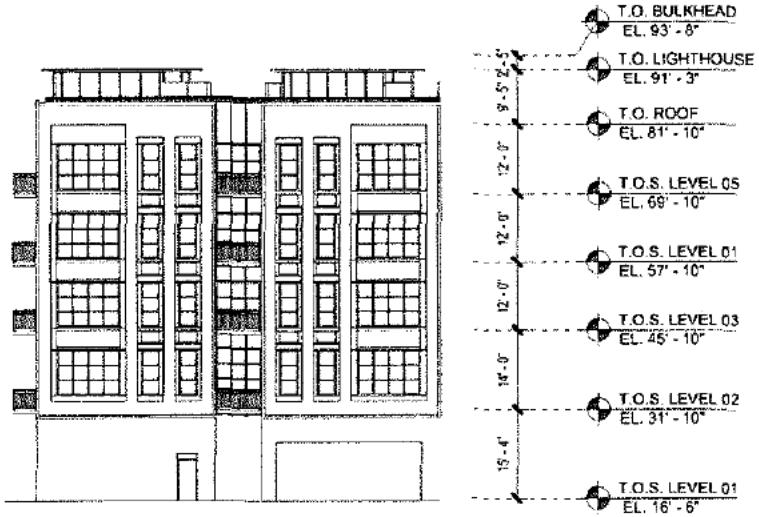
0 8' 16' 32'

SCALE 1/32" = 1'-0"

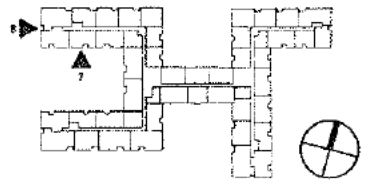
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



ELEVATION 7



ELEVATION 8



ELEVATION 7 & 8

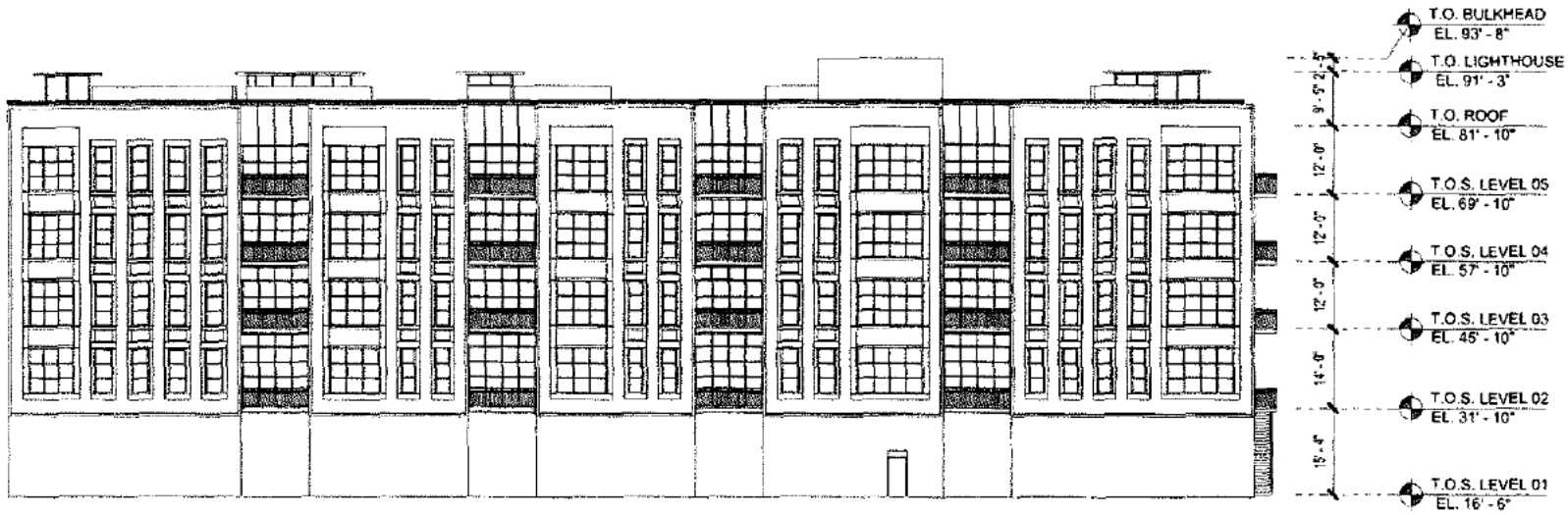
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

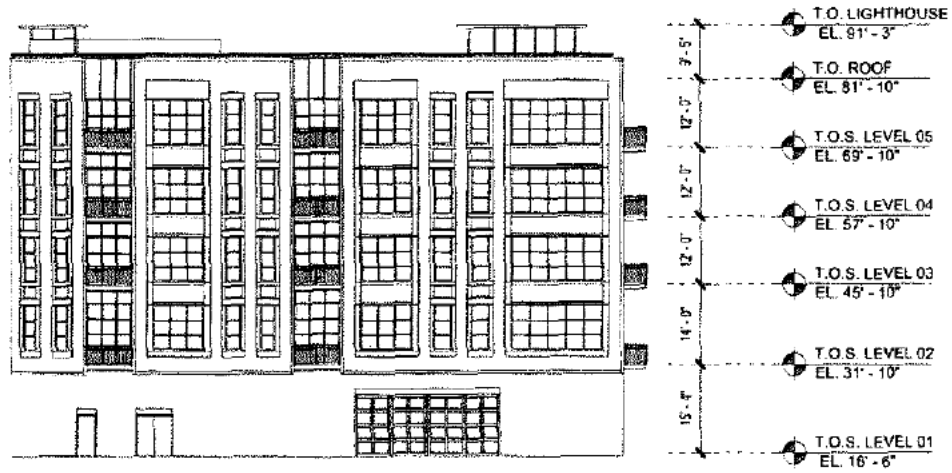
0 8' 16' 32'

SCALE 1/32" = 1'-0"

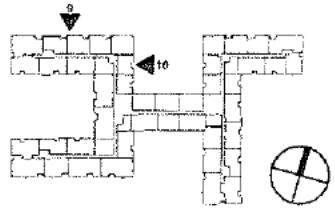
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



ELEVATION 9



ELEVATION 10



ELEVATION 9 & 10

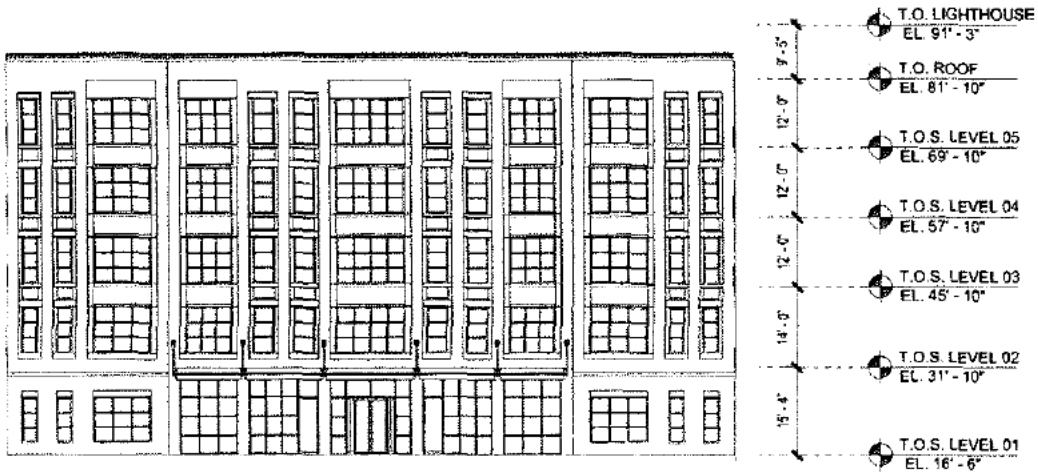
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

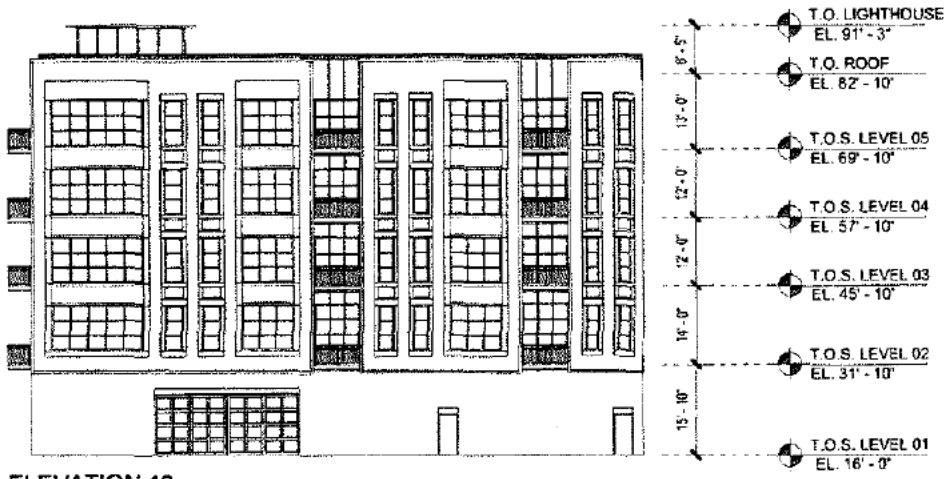
0 8' 16' 32'

SCALE 1/32" = 1'-0"

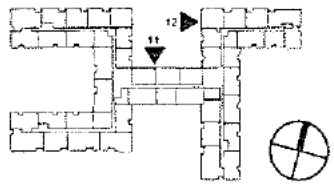
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



ELEVATION 11



ELEVATION 12



ELEVATION 11 & 12

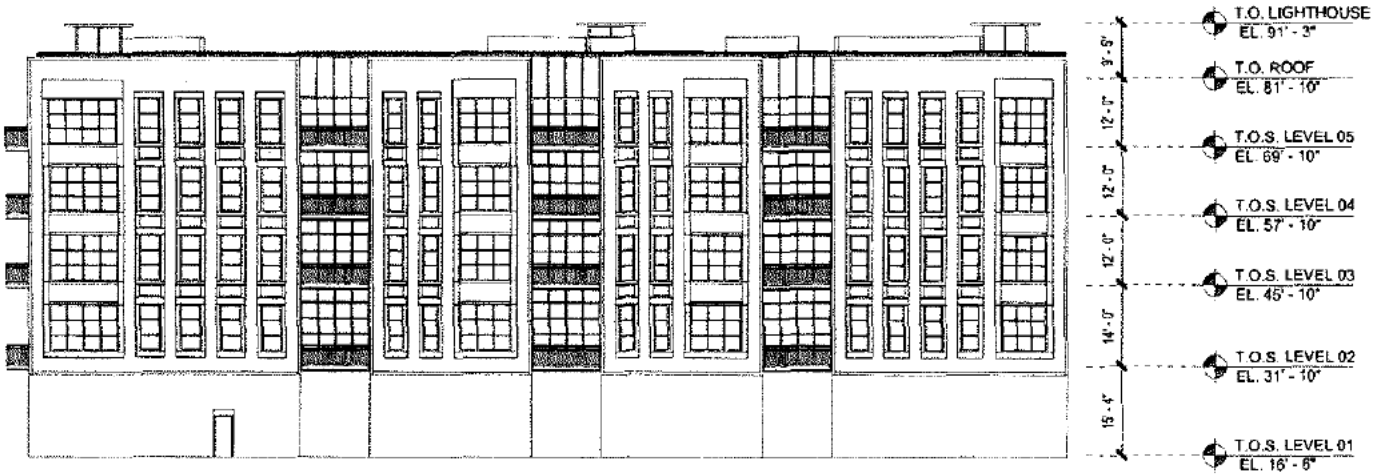
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

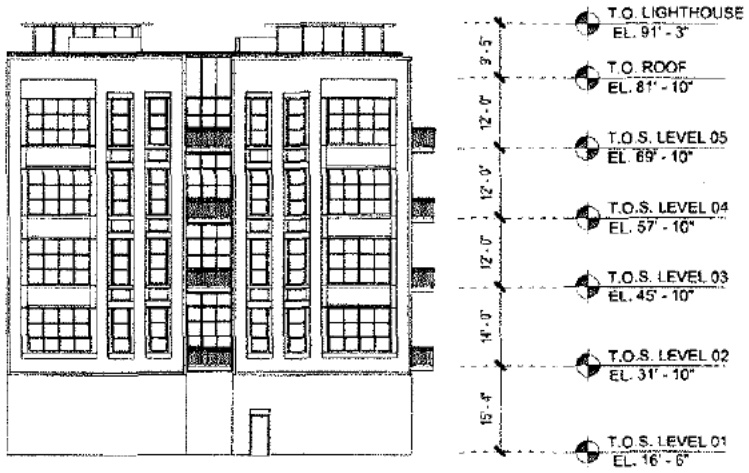
0 8' 16' 32'

SCALE 1/32" = 1'-0"

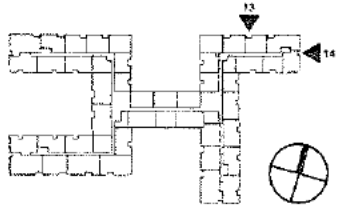
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



ELEVATION 13



ELEVATION 14



ELEVATION 13 & 14

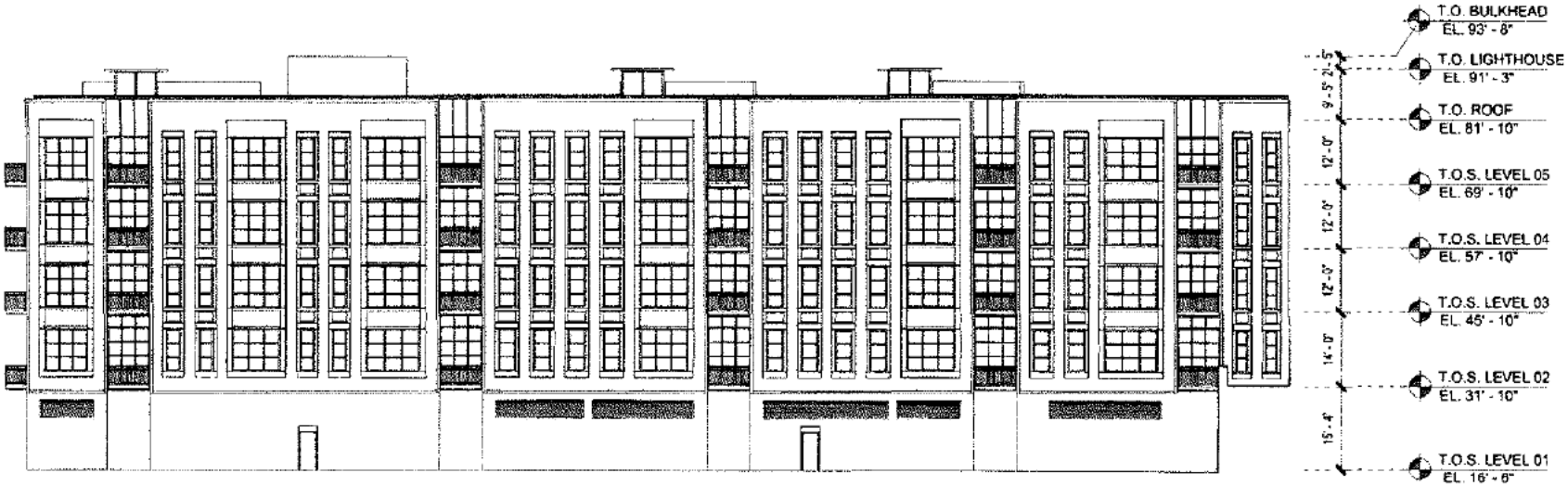
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

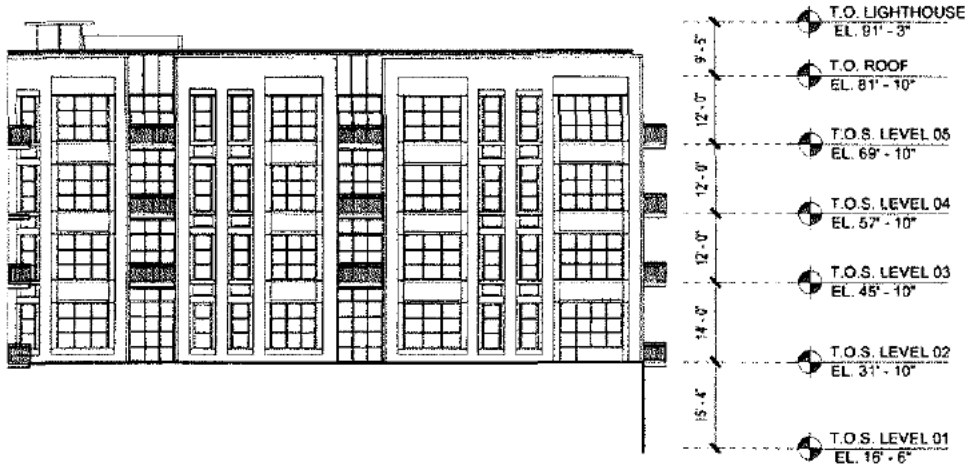
0 8' 16' 32'

SCALE 1/32" = 1'-0"

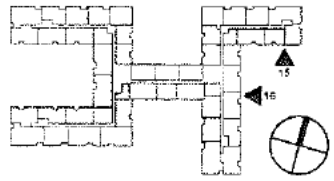
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



ELEVATION 16



ELEVATION 15



ELEVATION 15 & 16

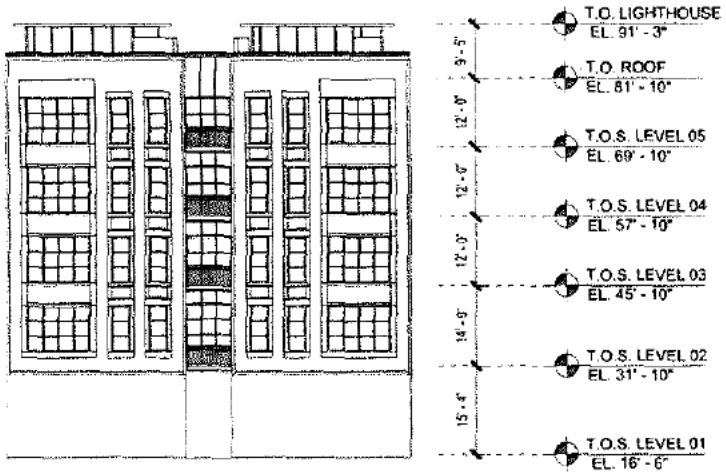
04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

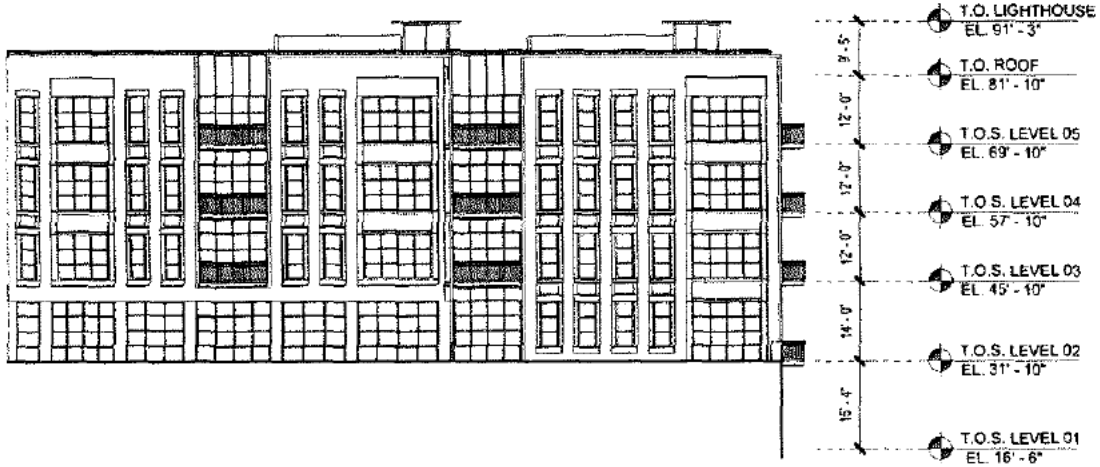
0 8' 16' 32'

SCALE 1/32" = 1'-0"

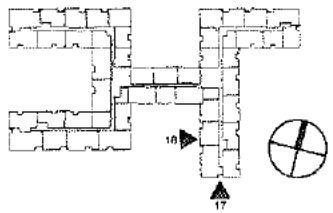
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.



ELEVATION 17



ELEVATION 18



ELEVATION 17 & 18

04/21/2017

THE BEACON AT GARVIES POINT
GLEN COVE, NEW YORK
RXR

0 8' 16' 32'

SCALE 1/32" = 1'-0"

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
SPONSOR RESERVES RIGHT TO MAKE CHANGES TO THE LAYOUT AND CONFIGURATION IN ACCORDANCE WITH THE OFFERING PLAN.

SCHEDULE G-3

ENVIRONMENTAL REPORT

P.W. GROSSER CONSULTING

September 14, 2016

Shashank Nemichand
RXR-Glen Isle Partners, LLC
625 RXR Plaza
Uniondale, New York 11553

Re Garvies Point Condominium

To Whom It May Concern:

The Garvies Point Condominium will be constructed on the property located south of the western end of Garvies Point Road in Glen Cove, New York. It is bounded by the Glen Cove Creek to the south, the Garvies Point beach to the west, Garvies Point Road to the north, and the Glen Cove Angler's Club to the east. Beginning in the late 1950s and continuing until approximately the late 1970's, the property was predominantly used for municipal, commercial and/or industrial purposes.

Under the supervision of the United States Environmental Protection Agency ("USEPA"), New York State Department of Environmental Conservation ("NYSDEC") and the New York State Department of Health ("NYSDOH"), certain contamination on the property has been remediated as described in the May 2016 Amended Record of Decision ("AROD") for NYSDEC Site # 130032 and USEPA Region 2 Li Tungsten Superfund Site Remedy Modification.

Given residual soil and groundwater contamination of the property, certain engineering and institutional controls are required for the property. The controls are embodied in a Site Management Plan(s) ("SMP"). The engineering controls for the property include a cover system for the soil and a sub-concrete slab depressurization system for soil vapor. The institutional control is a recorded Environmental Easement which limits the use of the property to "restricted residential use" and requires the maintenance and monitoring of the engineering and institutional controls.

The restricted residential use precludes the use of ground water, gardening and farming, and any future activities that may disturb the controls put in place for the property. The restricted uses of the property are listed in Section 3.2 of the SMP which can be obtained by contacting the NYSDEC or upon request from

Sponsor or the selling agent. These restrictions on the property will always be required as will maintenance of the cover system for the soil. The sub-concrete slab depressurization system for soil vapor will be required until such time as DEC determines they are no longer necessary.

To ensure the restricted residential use of the property, the SMP requires the submittal of annual reports to NYSDEC certifying that the engineering and institutional controls are being maintained and monitored. Periodic Review Reports will be prepared annually starting sixteen months after receipt of the Certificate of Completion, as specified in Section 7.2 of the SMP. The report must represent that: (i) the property is being operated and monitored in accordance with the SMP; and (ii) there are no changes to the controls/ restrictions on the property. The need for annual reports will not terminate, absent written approval of NYSDEC.

The SMP requires a monitoring plan to assess the performance and effectiveness of the remedy, including, but may not be limited to: (i) groundwater monitoring wells to assess the performance and effectiveness of the remedy; (ii) a schedule of monitoring and frequency of submittals to the NYSDEC; and monitoring for vapor intrusion for any occupied existing or future buildings developed on the site, as may be required by the Institutional and Engineering Controls.

In the May 2016 AROD, NYSDEC declared the selected remedy is protective of public health and the environment, complies with State and Federal requirements that are legally applicable or relevant and appropriate to the remedial action to the extent practicable and is cost effective. The NYSDOH also accepted the remedy and concurred with the NYSDEC that the selected remedy for the site is protective of human health. If there any changes or improvements on the property, NYSDEC must be notified in writing.

In our professional opinion based upon: (i) the sampling, testing and reports provided to PWGC and/or in PWGC's possession; (ii) the existing site conditions as represented in the SMP and AROD; (iii) the proposed construction; and (iv) the remediation undertaken and engineering controls to be employed in strict accordance with the SMP, including, but not limited to, the installation of cover and vapor mitigation systems, the selected remedy should be protective of human health given the current state of knowledge regarding health effects and the environment. Further, post development, the property will have been successfully cleaned to currently acceptable New York State and Federal standards if the construction and any further remediation is completed in strict accordance with the SMP.

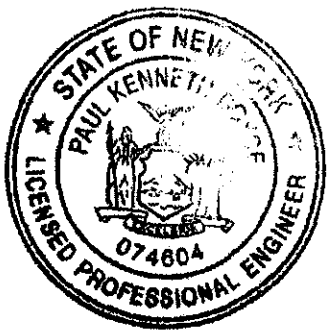
PWGC
Strategic Environmental Engineering Solutions

Feel free to contact us with any questions you may have.

Sincerely Yours,
P.W. Grosser Consulting

Derek Ersbak
Project Manager

Paul K Boyce, PE
Senior Vice President



SCHEDULE H

FEE TITLE DESCRIPTION

FEE TITLE DESCRIPTION

A "Unit" as hereinafter referred to shall be defined as follows:

The approximate floor area of each Condominium Unit is measured as follows: (a) from the exterior side of the exterior building walls to the centerline of the interior walls and partitions separating the Unit from adjacent units, stairs, elevators, or any other common elements, and to the corridor side of the wall between the Unit and the public / service corridor; and (b) vertically from the lower surface of the concrete slab or sub-floor forming the floor of the Unit up to the exterior surface of the sheetrock or other material forming the ceiling of the Unit. Columns, pipe chases and mechanical shafts are not deducted for the purpose of floor area measurements and (b) vertically (ceiling heights) from the lower surface of the concrete slab or sub-floor forming the floor of the Unit up to the exterior surface of the sheetrock or other material forming the ceiling of the Unit. Any Common Element located within a Unit will not be considered a part of such Residential Unit.

SCHEDULE I

DECLARATION OF CONDOMINIUM

DECLARATION OF CONDOMINIUM

THE BEACON AT GARVIES POINT CONDOMINIUM

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP
OF PREMISES LOCATED AT GARVIES POINT ROAD,
CITY OF GLEN COVE
COUNTY OF NASSAU AND STATE OF NEW YORK,
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY
LAW OF THE STATE OF NEW YORK.

DECLARANT: RXR GARVIES P1 BUILDING B OWNER LLC

DATE OF DECLARATION:

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Sponsor
Attn: Ira J. Adler, Esq.
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

TABLE OF CONTENTS

		Page
FIRST:	SUBMISSION OF PROPERTY.	1
SECOND:	DESCRIPTION OF PROPERTY.	1
THIRD:	DEFINITIONS	1
FOURTH:	COMMUNITY/MEASUREMENT OF UNIT.	4
FIFTH:	COMMON ELEMENTS.	5
SIXTH:	EASEMENTS.	8
SEVENTH:	SERVICE OF PROCESS:	12
EIGHTH:	PERCENTAGE OF COMMON INTEREST.	12
NINTH:	ADMINISTRATION	13
TENTH:	AMENDMENTS AND WITHDRAWAL.	13
ELEVENTH:	SUBJECT TO DECLARATION, BY-LAWS, ETC.	17
TWELFTH:	COMMON CHARGES.	17
THIRTEENTH:	UNITS ACQUIRED BY THE BOARD.	19
FOURTEENTH:	POWER OF ATTORNEY.	19
FIFTEENTH:	ENCROACHMENTS.	20
SIXTEENTH:	UNIT OWNERSHIP	20
SEVENTEENTH:	USE OF UNITS.	20
EIGHTEENTH:	CONVEYANCE OF A UNIT.	20
NINETEENTH:	COVENANT OF FURTHER ASSURANCES	21
TWENTIETH:	COVENANTS AND RESTRICTIONS.	22
TWENTY-FIRST:	FIRST LIEN HOLDER'S RIGHTS.	24
TWENTY-SECOND:	SPECIAL RIGHTS OF DECLARANT.	25
TWENTY-THIRD:	MASTER TAX AGREEMENT	27
TWENTY-FOURTH:	INVALIDITY	29

SCHEDULE A	Legal Description
SCHEDULE B	Schedule of Units
SCHEDULE C	Condominium Owner Notice
SCHEDULE D	By-Laws of Condominium

PLAN OF CONDOMINIUM OWNERSHIP

DECLARATION OF THE BEACON AT GARVIES POINT CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE REAL
PROPERTY LAW OF THE STATE OF NEW YORK

In the City of Glen Cove, Nassau County and State of New York on this _____, 20___ RXR GARVIES P1 BUILDING B OWNER LLC, a Delaware limited liability company, organized and existing under the laws of the State of ___Delaware, with an office situated in 625 RXR Plaza, Uniondale, New York 11556, hereinafter referred to as the "Declarant" or "Sponsor" represented in this Declaration by _____, who is fully empowered and qualified to execute this Declaration on behalf of the company does hereby state:

FIRST: SUBMISSION OF PROPERTY.

1. By this Declaration the Declarant submits the property ("Property") described in this Declaration, including the land and the Building and 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, to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: DESCRIPTION OF PROPERTY.

The Declarant owns all that certain plot, piece or parcel of land, with the Building and improvements thereon erected, situate, lying and being in the City of Glen Cove, Nassau County, State of New York, and more particularly bounded and described on Schedule A annexed hereto and made a part hereto.

THIRD: DEFINITIONS.

The following words as hereinafter referred to shall be defined as follows:

1. "Board of Managers" - The governing body of the Condominium responsible for its affairs.

2. "Board Member" or "Member" or "Representative Board Member" – Each individual representative elected, designated or appointed to the Board of Managers.

3. "Building" - The one (1) building including the Units and Common Elements of the Condominium.

4. "By-Laws" - The document governing the operation of the Condominium.

5. "Common Charges" - Each Unit Owner's proportionate share of Common Expenses of the Condominium.

6. "Common Elements" - All portions of the Condominium, other than the Units. The Common Elements are divided as follows:

   a. General Common Elements which are Common Elements shared by all Unit Owners.

   b. Individual Residential Unit's Limited Common Elements which are the Common Elements for the exclusive use of an individual Residential Unit Owner or Owners.

7. "Common Expenses" - (a) Expenses incurred by all Unit Owners for the purpose of paying costs of the Condominium in connection with the repair, maintenance, replacement, restoration or operation of, and any alteration, addition or improvement to the General Common Elements; and (b) All sums designated common expenses by or pursuant to the provisions of the Condominium Act, the Declaration or the By-Laws.

8. "Community" or "Development" - As used herein is equivalent in meaning to the term "Condominium" as same is used in Article 9-B of the Real Property Law.

9. "Condominium" – The Beacon at Garvies Point Condominium which includes the Unit Owners, the Units and the Common Elements.

10. "Condominium Act" - Article 9-B of the Real Property Law of the State of New York.

11. "Declarant" or "Sponsor" – RXR Garvies P1 Building B Owner LLC, a Delaware limited liability company and its successors, assigns and designees.

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

13. "Grantee" – The person to whom an interest in real property is conveyed.

14. "Grantor" – The person conveying an interest in real property.

15. "Institutional Mortgage" - A first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Sponsor, its

successor, designee or assignee to a purchaser of a Unit or in which the Sponsor, its successor, designee or assignee participates with one of the above.

16. "Lease Agreement" – The agreement entered into with the Glen Cove Industrial Development Agency ("GCIDA") whereby the Private Use Improvement Areas have been leased to GCIDA.

17. "Leaseback Agreement" – The agreement entered into with GCIDA whereby the property in the Lease Agreement has been leased back to RXR Glen Island Partners, LLC ("RXRGIP").

18. "Limited Common Elements" - A Common Element appurtenant to a particular Unit or Units, the use of which is restricted to the Owner or Owners of such Unit or Units. Limited Common Elements may also be referred to as an Irrevocably Restricted Common Element.

19. "Officer" – One (1) of the officers of the Condominium chosen by the Board of Managers as provided for in Article IV of the By-Laws of the Condominium including the President, Vice President, Secretary and Treasurer.

20. "Master Association" – The Garvies Point Master Association, Inc. a Not-for-Profit corporation organized to provide payment and financial performance obligations pursuant to the Garvies Point Continuing Covenants Agreement and enforce certain standards.

21. "Master Tax Agreement" – The agreement entered into with the Glen Cove Industrial Development Agency ("GCIDA") which provides for payments in lieu of taxes.

22. "Mezzanine Lender" – shall mean the holder of a pledge of equity interests in Declarant or any Unit Owner.

23. "Percentage of Common Interest" - The proportionate, undivided interest each Unit Owner has in the Common Elements.

24. "Property" – The overall land area of the Condominium.

25. "Public Amenities Parcel" – The twenty-eight (28) acre parcel located adjacent to the Condominium to be owned by the Master Association.

26. "Rules and Regulations" – The Rules and Regulations contained in Article VIII of the By-Laws as the same may be amended, altered, waived or added to by the Board of Managers.

27. "Special Assessment" – A Common Expense of the Condominium that is

not included in the monthly Common Charges applicable to a Unit.

28. "Unit" – One (1) of the Residential Units in the Condominium.

As used herein the term "Residential" is equivalent to the term "Unit" in Article 9-B of the Real Property Law of the State of New York.

As used herein the term "Unit" shall include all the Units in the Condominium.

29. "Unit Owner" or "Residential Unit Owner" – A Unit Owner includes all the Unit Owners in the Condominium.

30. "Unsold or Untitled Unit" - Any Unit in which title is retained by the Sponsor and any successors or assigns or designees until such time as the same has been sold and title conveyed to a third party. It shall not include a Residential Unit which is used for personal occupancy of the Sponsor, any of its principals or any of its successors or assigns or designees.

FOURTH: COMMUNITY/MEASUREMENT OF UNIT.

1. Community - The Declarant is constructing on the described parcel a Condominium Community known as The Beacon at Garvies Point Condominium, according to the plans filed simultaneously with the recording of this Declaration in the Nassau County Clerk's Office, which Plans set forth a description of the Building stating the number of stories and number of Units.

The Condominium will consist of one hundred sixty-seven (167) Residential Units in a five (5) story building with a garage on the ground floor as well as the Common Elements located within the Building.

The structural system is comprised of bearing walls and steel joists system consisting of poured in place reinforced concrete footing and foundation walls below first floor level. Each of the Units has access to each other Unit or to any other portion of the Condominium or to a street upon which the Condominium abuts by means of a walk hallway, or lobby. For the purposes of describing the location of the Building, approximate area, type and number of rooms of each Unit and the Common Elements to which each Unit has immediate access, each Unit is described as shown on Schedule B annexed hereto. Each Unit will be sold to one or more Unit Owners, each Unit Owner obtaining fee ownership, together with an undivided Percentage of Interest in the Common Elements of the Condominium, as listed hereinafter in this Declaration and referred to as the "Common Elements," all of the above in accordance with Article 9-B of the Real Property Law of the State of New York. The designation of the number of rooms, interior partitions and kitchen and bathroom facilities may be changed by mutual consent of the Sponsor and the Unit Owner at the time of construction of the Unit.

The aforesaid Condominium has a plot area of approximately 3.83 acres.

2. Measurement of Units – The approximate floor area of each Condominium Unit is measured as follows: (a) from the exterior side of the exterior building walls to the centerline of the interior walls and partitions separating the Unit from adjacent units, stairs, elevators, or any other common elements, and to the corridor side of the wall between the Unit and the public / service corridor; and (b) vertically from the lower surface of the concrete slab or sub-floor forming the floor of the Unit up to the exterior surface of the sheetrock or other material forming the ceiling of the Unit. Columns, pipe chases and mechanical shafts are not deducted for the purpose of floor area measurements and (b) vertically (ceiling heights) from the lower surface of the concrete slab or sub-floor forming the floor of the Unit up to the exterior surface of the sheetrock or other material forming the ceiling of the Unit. Any Common Element located within a Unit will not be considered a part of such Residential Unit.

FIFTH: COMMON ELEMENTS.

The Common Elements will consist of the entire Property, including all parts of the Condominium and improvements thereon, other than the Units, and will consist of the following:

1. General Common Elements – General Common Elements are those shared by all Unit Owners and include all portions of the Condominium except for the individual Units, the Individual Residential Unit's Limited Common Elements, (irrevocably restricted in use to specified Units or Unit Owners) and include without limitation the following:

a. The land on which the Condominium is erected and all other land within the boundaries of the Property;

b. All portions of the roof, including gutters and leaders, parapets, copings and bulkheads, that are not restricted in use to a specific Unit or Units and intended for the common use and service of the entire Building;

c. All exterior walls of the Building;

d. All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Unit and any interior load bearing walls that are not part of a Unit and that service the entire Building;

e. Stairs, stairways, common hallways which are not located wholly

within a Unit and entrances and exits to and from the Condominium other than entrances to the individual Units which are intended for the common use and service of the entire Building;

f. All improved and unimproved areas of the Condominium located outside the boundaries of the Units intended for common use and service of the entire Condominium;

g. All central and appurtenant installations for services such as power, light, telephone, television, gas, hot and cold water and heat (including all boilers, pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces intended for common use and that service the entire Building;

h. All drainage systems, sewers and/or storm sewer, pipes, drywells, or detention tanks or facilities intended for the common use and that service the entire Building;

i. All mechanical equipment, refuse rooms, utility meters, storage areas, if applicable, are intended for the common use and that service the entire Building;

j. Any heating, cooling or other mechanical system located in the Common Elements intended for the common use and service of the entire Building;

k. The fire protection system including standpipes/combined standpipe sprinkler risers, fire hose valve, sprinkler heads and Siamese connections that service the entire Building;

l. All telephone and cable rooms, meter rooms, water/sprinkler or pump room equipment rooms, elevator rooms and any other mechanical rooms or areas intended for the common use and that service the entire Building;

m. All tanks, pumps, motors, fans, compressors, elevator equipment and control equipment intended for the common use and servicing the entire Building;

n. Any sprinkler system located in the Common Elements and intended for the common use and servicing the entire Building;

o. Any plantings and landscaping intended for the common use of the entire Condominium;

p. Any pedestrian walkways and ramps intended for the common use

and service of the entire Condominium;

q. Any fences and gates located on the Property for the common use of the entire Building;

r. All flues, chimneys and vent caps for the common use and service of the entire Building;

s. Any intercom system intended for the common use and service of the entire Building; and

t. All other parts of the Condominium, Building and all apparatus and installations existing in the Building or Property for common use or necessary or convenient to the existence, maintenance or safety of the entire Condominium.

2. **Irrevocably Restricted Areas/ Limited Common Elements** - Certain portions of the Common Elements are irrevocably restricted in use to specified Units or Unit Owners subject to the right of the Board of Managers of the Condominium to enter upon any restricted area for maintenance, repair or improvement of a Unit, or the Common Elements and subject to the Rules and Regulations of the Board of Managers (see By-Laws, Article VIII). Said irrevocably restricted Common Elements are also referred to as a Limited Common Element. Any portion of the Common Elements which is not restricted in use may be used by any Unit Owner. Following are descriptions of the irrevocably restricted Limited Common Elements:

Individual Residential Unit's Limited Common Elements – Individual Residential Unit's Limited Common Elements are irrevocably restricted in use to a specific Residential Unit or specific Residential Units. Following are descriptions of irrevocably restricted Individual Residential Unit's Limited Common Elements:

a. Any balcony and/or terrace located adjacent to a Residential Unit shall be a Limited Common Element for the exclusive use such Residential Unit Owner of the applicable Residential Unit;

b. Any hot water tank, boiler, air conditioning condenser, fireplace, heat pumps and any other heating, cooling or other mechanical system servicing an individual Residential Unit that is located in or on the Common Elements; and

c. All apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire ducts, vents, cables, conduits and lines) which will serve or benefit a Residential Unit exclusively.

All structural repairs and replacements to any balcony and/or terrace area appurtenant to a Residential Unit that is an Individual Residential Unit's Limited

Common Element will be the responsibility of the Condominium and a Common Expense. All general maintenance and repairs of a balcony and/or terrace area that is an Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks, the replacement of pavers and the repair or replacement of the surface of the balcony and/or terrace area), shall be the responsibility of the Residential Unit Owner whose balcony and/or terrace area is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The balconies and/or terraces areas are not permitted to be used for storage and are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a balcony and/or terrace area must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a balcony and/or terrace area. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to a balcony and/or terrace area except as required for repair or replacement.

All repairs, maintenance and replacement and all costs associated thereto to any hot water tank, boiler, fireplace, heat pump, condenser or any other heating, cooling or other mechanical system, which service an individual Residential Unit shall be the sole obligation of the applicable Residential Unit Owner for which the facility is a Limited Common Element.

3. Provisions Applicable to All Common Elements

a. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law.

b. The Common Elements are not subject to partition nor are they severable from the Units except in accordance with the Real Property Law.

c. The Percentage of Common Interest in the Common Elements established herein shall not be changed except with the consent of all of the Unit Owners affected expressed in a duly recorded amendment to this Declaration.

d. The Percentage of Common Interest in the Common Elements shall not be separated from the Units to which it appertains and shall be deemed conveyed or encumbered with the Units even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SIXTH: EASEMENTS.

All pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Unit and for the exclusive use of a Unit shall be maintained by such

Unit Owner at the Unit Owner's sole cost and expense. Any portion of such pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the Common Elements or in a Limited Common Element and servicing one or more other Units, will be a General Common Element and all repairs and maintenance thereto shall be the responsibility of the Condominium. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, sewers and/or drainage lines, wires, conduits and public utility lines servicing such other Units located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in any Unit and servicing any other Unit or causing damage or in imminent danger of causing damage to any other Unit or any Common Element, no matter how classified. The cost of such repairs shall be a Common Expense unless the damage is the result of the negligence of a Unit Owner or tenant, occupant, employee or other person a Unit Owner may be responsible for, in which case the cost of such repairs shall be the responsibility of the Unit Owner who is responsible or whose tenant, occupant, employee or other person the Unit Owner is responsible for causing such damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements and the Units for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Unit or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium and its residents. Such right of access to a Unit shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

Each respective utility and cable company shall have a right of access to the Common Elements and each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in the Common Elements and any Unit. Any utility or cable company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have the right to grant such additional electric, gas, water, sewer, drainage or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. 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 easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have the right to grant easements in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the purpose of installation, maintenance and repair of a satellite dish or cable service and all ancillary wires, conduits, utility lines and any other services required for a satellite dish or cable service for the use of the Unit Owners in the Condominium.

The Board of Managers shall have an easement through the Units for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing any portion of the Condominium.

The Declarant, its successors, assigns, and purchasers of undeveloped or unsold Units, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all of the Property and the Building comprising the Condominium for the purpose of completing construction, sale and rental of Units and facilities in the Condominium and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across all of the Property and the Building comprising the Condominium for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, assigns, and purchasers of undeveloped or unsold Units, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or on the Property and Building comprising the Condominium. The Declarant, its successors and assigns, and purchasers of undeveloped or unsold Units, shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Property and the Building comprising the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Units to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Declarant's rights and obligations

thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their Percentage of Common Interest in the Common Elements. The Declarant, its successors, assigns and purchasers reserve the right to continue to use the Common Elements and any facilities, sales offices, trailers, model Units and signs located on the Common Elements, in its efforts to build, sell and/or lease Units constructed in the Condominium and to complete construction of the Condominium.

Declarant shall have and each Unit Owner shall be deemed to grant a right of access to and through their Unit to Declarant or its designee, assignee or successor and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of 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 Common Elements and/or the Units.

The Board of Managers will have and each Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements, the Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Element or Individual Residential Unit's Limited Common Elements.

Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Building and any replacement thereof and additions thereto and an easement of necessity, and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

Each Unit will have an easement for lateral and vertical support among all adjoining Units and Common Elements.

Any easements granted to Declarant, the Board of Managers, any Unit or any Unit Owner under this Declaration and the By-Laws may be exercised by such Declarant's, Board of Managers' or Unit Owner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, tenants, subtenants, members, and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Declarant, the Unit Owner or Board of Managers.

Each Unit Owner will have a right and easement to use its Unit and Individual Unit's Limited Common Elements appurtenant to such Unit or Units, and the General

Common Elements, subject to and in accordance with the terms and conditions of this Declaration and By-Laws.

All Unit Owners, residents, guests, tenants and anyone else needing access to a Unit shall have an easement of ingress and egress, in, through and over the Property of the Condominium, including the Common Elements regardless of how classified for access to their Unit.

The Board of Managers on behalf of the Condominium will have an easement and unlimited access to any Limited Common Elements for the purpose of making inspections, repairs or rebuilding of the Condominium.

All emergency vehicles and personnel, including, but not limited to, police, fire and medical vehicles and personnel shall be granted an easement of ingress and egress over, upon and through all areas of the Property. This Paragraph may not be amended by the Unit Owners in the Condominium.

SEVENTH: SERVICE OF PROCESS:

The Board of Managers on behalf of the Condominium designates the Secretary of State of New York as its agent for service. Service of process on the Unit Owners in any action with relation to the Common Elements shall be made upon the Secretary of State as the agent of the Board of Managers of the Condominium. The post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon the Secretary of State as agent for service of this Condominium during the period the Declarant controls the Board of Managers is: c/o RXR GARVIES P1 BUILDING B OWNER LLC, 625 RXR Plan, Uniondale, New York 11556. Once the Declarant no longer controls the Board of Managers, the Board of Managers must notify the Secretary of State that the post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon the Board of Managers as agent of this Condominium is: Board of Managers, The Beacon at Garvies Point Condominium, Garvies Point Road, Glen Cove, New York 11542 or such other address as the Board of Managers of the Condominium selects.

EIGHTH: PERCENTAGE OF COMMON INTEREST.

Each Unit Owner shall have such Percentage of Common Interest in the Common Elements as is set forth in Schedule B attached hereto and shall be responsible for its pro rata share of the Common Expenses of the Condominium based upon such Percentage of Common Interest except as otherwise described in the Declaration or By-Laws. Each Residential Unit Owner shall have one vote for each Residential Unit owned by a Residential Unit Owner for all voting purposes at any meeting of the Unit Owners. The Percentage of Common Interest of each Unit in the Common Elements has been 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. Said method of determining the

Percentage of Common Interest in a condominium complies with and is pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York.

NINTH: ADMINISTRATION.

The administration of the Condominium, and parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto as Exhibit B.

TENTH: AMENDMENTS AND WITHDRAWAL.

1. The dedication of the Property to Condominium ownership herein shall not be revoked or the Property withdrawn from Condominium ownership unless eighty (80%) percent of the Unit Owners in number and in common interest and the first mortgagees, if any, of each of these same Units agree to such revocation or removal of the Property from the Plan by duly recorded instruments.

2. The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number held at a duly-called meeting of the Unit Owners, provided however, that:

   a. No amendment altering a Unit Owner's Percentage of Common Interest shall be made without the consent of all Unit Owners affected.

   b. No amendment shall be passed which shall affect, impair or prejudice the validity, interest, rights and priorities of mortgagees.

   c. No amendment, modification, addition or deletion of, to or from this Declaration, the By-Laws or any Rules and Regulations shall be effective in any way against Declarant or its successors, assigns or designees or against any Unsold Unit, as long as the Declarant, its successors, assigns, or designees owns an Unsold Unit in the Condominium unless the Declarant, its successors, assigns or designees has given its prior written consent thereto. This provision is not subject to amendment.

   d. The Declaration may not be altered, amended or repealed in such a manner as would adversely affect the Declarant, its successors, assigns or designees without the written consent of the Declarant, its successors, assigns or designees.

e. The Board of Managers and the Declarant, as long as the Declarant owns an Unsold Unit in the Condominium, shall have the right to amend the Declaration without the vote or consent of the Unit Owners or the holders of any Unit mortgages and to execute and record in the Nassau County Clerk's Office, such amendment as may be required to reflect (i) changes in the Declaration (including Schedule B), As-Built Floor Plans and Condominium or Unit Designation Map that are corrective in nature or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) technical corrections; or (iv) to comply with any federal, state or city law or regulation that may affect the Condominium. In connection therewith, each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest to the Board of Managers of the Condominium and to the Declarant to amend this Declaration of Condominium for said purposes.

f. A Purchaser or Residential Unit Owner who purchases or owns two (2) adjoining Residential Units and is desirous of consolidating the two (2) Residential Units into one (1) Residential Unit may do so subject to obtaining all approvals required by the City of Glen Cove Department of Buildings and any other required municipal approvals and obtaining whatever insurance and/or surety is required by the Board of Managers to do whatever work is necessary to consolidate the two (2) Units. The Board of Managers shall be required to cooperate with the Purchaser in amending Schedule B to the Declaration to reflect the consolidation and to change the appurtenant Percentage of Common Interest so long as the new Percentage of Common Interest equals the Percentage of Common Interest of the Residential Units that were consolidated and the Board of Managers shall have the right to amend said Schedule B without the vote or approval of the Residential Unit Owners. All approvals, revisions, amendments to Schedule B of the Declaration and any other requirements including any legal, engineering, architectural or otherwise necessary to consolidate the Residential Units shall be at the Purchaser's or Residential Unit Owner's sole cost and expense.

g. In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the General

Common Elements or Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Units contained in Article XI of the By-Laws ; imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit Owner's Unit; a decision by the Condominium to establish self management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

3. The Declarant, its successors, assigns and purchasers of undeveloped or unsold Units shall have the right without vote or consent of the Unit Owners, the Board of Managers or the holders of Unit mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Nassau County Clerk's Office and elsewhere, if required by law, an amendment or amendments to this Declaration (together with such other documents, plan and maps as may be required to effectuate the same) to reflect (i) the certification by a registered architect or professional engineer, certifying that the floor plans and/or amended As-Built Floor Plans, Condominium or Unit Designation Map filed as part of an amended Declaration are an accurate copy of portions of the plans of the Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units as built, or (ii) utility easements, or (iii) technical corrections to the Declaration and By-Laws to conform to other documents including but not limited to the Offering Plan or as-built plans (iv) to amend Schedule B of this Declaration to conform the model type, square footage and type and number of rooms and any other

required information for a specified Unit, so long as the appurtenant Percentage of Common Interest does not change for said Unit subject to (v), (vii) and (viii) hereof or (v) to amend Schedule B prior to the first closing, to effect a change in the Percentage of Common Interest of all or specific Units and revise Schedule B accordingly or (vi) to amend Schedule B of this Declaration to assign or revise Individual Residential Unit's or Commercial Unit's Limited Common Elements appurtenant to a Residential or Commercial Unit or (vii) to amend Schedule B of this Declaration to consolidate or subdivide Units subject to all necessary approvals by the Building Department of the City of Glen Cove, or other municipality or administrative agency, to revise the square footage and type and number of rooms and any other required information for a specified Unit and to change the appurtenant Percentage of Common Interest so long as the new Percentage of Common Interest equals the Percentage of Common Interest of the Units that were consolidated or subdivided, or (vi) to effectuate permissible changes in unsold Units including the Percentage of Common Interest of one (1) or more of the Unsold Units as long as it does not change the Percentage of Common Interest of a sold Unit and to amend Schedule B accordingly, or (ix) to amend Schedule B to make technical corrections to said Schedule including, but not limited to, square footage of Units, assign or revise Limited Common Elements appurtenant to a Unit or to revise the number and description of rooms contained in a Unit or (x) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to, the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (xi) to make corrections that are patent errors, inconsistencies, scrivener's errors and technical errors, or (xii) to comply with any federal, state or city law or regulation that may affect the Condominium; or (xiii) the carrying out of other provisions of the Offering Plan of the Condominium. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Declarant, its successors, assigns and purchasers of undeveloped or unsold Units to amend the Declaration of Condominium for said purposes.

4. Any amendment to this Declaration shall not take effect until it is recorded in the Nassau County Clerk's Office.

Regardless of any other provision of this Declaration, no action for partition or division of the Common Elements shall be brought nor shall this plan of condominium ownership be terminated where such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

ELEVENTH: SUBJECT TO DECLARATION, BY-LAWS, ETC.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of this Declaration and the By-Laws and Rules and Regulations of the Condominium are accepted and ratified 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, conveyance or lease thereof.

TWELFTH: COMMON CHARGES.

Common Expenses of the Condominium shall be determined by the Board of Managers of the Condominium and includes the Condominium's prorata share of the Master Association assessments. The Common Expenses of the Condominium shall be assessed to and paid by the Unit Owners of the Units based upon each Unit's Percentage of Common Interest as reflected in Schedule B of this Declaration. The assessments paid by the Unit Owners towards the Common Expenses of the Condominium shall be referred to as "Common Charges". All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid together with the maximum interest permitted in New York thereon, chargeable to any Unit Owner shall constitute a lien on the Unit Owner's Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivisions of any governmental authority, including but not limited to State and City taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys' fees and costs of collection (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. Each Unit Owner shall be personally liable for all unpaid Common Charges and any Special Assessments.

The Board of Managers of the Condominium shall collect all assessments and other sums due the Master Association as part of the Condominium Common Charges from the Unit Owners thereof. The Condominium is obligated to remit one-twelfth ($1/12^{th}$) of the annual assessments to the Master Association on a monthly basis. The Master Association shall notify the Board of Managers of the Condominium, by written notice given at least thirty (30) days in advance, of any changes in the amounts of the assessments due it or the frequency at which they are to be collected. Such amount shall be included in the Condominium budget and collected from all Unit Owners. The aforesaid notice period shall also apply to capital improvement assessments. The

Condominium shall not be required to record liens or take any other actions with regard to delinquencies in assessments from Unit Owners payable to the Master Association unless the Master Association gives it written notice of its election to have it do so. In the event that the Master Association does however make such election, then all of the Master Association's rights of enforcement provided in the Declaration of Covenants and Restrictions of the Master Association shall be deemed to have automatically vested in the Board of Managers of the Condominium, but all costs and expenses of exercising such rights shall nevertheless be paid by the Master Association (which shall be entitled to receive payment of any such costs and expenses which are ultimately recovered). In the event of a failure of the Condominium to budget or assess its members for expenses allocated as aforesaid, the Master Association shall be entitled to pursue all available legal and equitable remedies against the Condominium or, without waiving its right to the foregoing, specially assess the members of the Condominium and their Units for the sums due (such Special Assessments, as all others, to be secured by the lien provided for in this Declaration). This provision may not be amended without the written consent of the Master Association.

Notwithstanding the above, pursuant to Section 339-m of the Condominium Act, Common Charges, no matter how classified, may be adjusted based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In the event of any dispute as to the allocation of Common Charges such dispute shall be submitted for arbitration pursuant to the provisions of Article XIII of the By-Laws of the Condominium.

In addition to the Board of Manager's right to bring an action to foreclose a lien of a Unit in the event of a default in the payment of Common Charges by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board of Managers shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make the late payment.

In addition to the Board's right to bring an action to foreclose a lien on a Unit Owner's Unit, the Board (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges at the option of the Board, without foreclosing or waiving the lien securing such charges. In such an event, the Condominium shall be entitled to recover all costs of suit including reasonable attorneys' fees.

Every Unit Owner shall pay the Common Charges assessed against the Unit Owner when due as determined by the Board of Managers and no Unit Owner may be exempt from liability for the payment of the Common Charges assessed against the Unit Owner by waiver of the use or enjoyment of any of the Common Elements or by the

abandonment of a Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by the Unit Owner of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

Notwithstanding any other provision in this Declaration or the By-Laws any mortgagee of an Institutional Mortgage as defined herein who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

THIRTEENTH: UNITS ACQUIRED BY THE BOARD.

In the event any Unit Owner shall convey their Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article IX of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

FOURTEENTH: POWER OF ATTORNEY.

1. In order to carry out the provisions of Article Fourteenth of the Declaration and Article XI of the By-Laws, each Unit Owner shall, upon becoming such, grant an irrevocable power of attorney, coupled with an interest to the Board of Managers and their successors to acquire title or lease any such Unit acquired by the Board of Managers under whatever terms the Board of Managers may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board of Managers in its sole discretion shall deem proper.

2. Each Residential Unit Owner shall upon becoming a Residential Unit Owner shall further grant an irrevocable power of attorney, coupled with an interest to the Board of Managers to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Unit including but not limited to, the right to seek an eviction in a

court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium.

3. Each Unit Owner shall, upon becoming such, shall be deemed to have granted an irrevocable power of attorney, coupled with an interest to the Board of Managers, the Declarant and their successors, designees and/or assigns to amend the Declaration and the By-Laws for the purposes set forth in Article Eleventh, Sections B, 8 and 9 and Section C of the Declaration and Article X, Sections (c) and (i) of the By-Laws for the purposes set forth therein.

FIFTEENTH: ENCROACHMENTS.

The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereinafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as aforedescribed due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

SIXTEENTH: UNIT OWNERSHIP.

Upon the Closing of Title to a Unit, a Purchaser shall automatically become a Unit Owner in the Condominium and shall remain such until such time as the Unit Owner ceases to own the Unit for any reason.

SEVENTEENTH: USE OF UNITS.

Residential Units shall be restricted to Residential Occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

EIGHTEENTH: CONVEYANCE OF A UNIT.

In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid Common Charges and any Special Assessments against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefore. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the

unpaid Common Charge against the Grantor and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid Common Charge against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include the holder of an Institutional Mortgage as provided in Article Thirteenth of this Declaration.

NINETEENTH: COVENANT OF FURTHER ASSURANCES.

If any Unit Owner or any other party subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within seven (7) days after request thereof, to take any action which the Unit Owner or such other party is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, or other party and such document or action shall be binding on such Unit Owner or other party.

If any Unit Owner or the Board of Managers or any other party who is subject to the terms of this Declaration fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses within seven (7) days after request therefor, to take any action that the Board of Managers, any Unit Owner, or other party is required to take pursuant to this Declaration at the request of Declarant or Declarant's designee, then Declarant or Declarant's designee, as the case may be, is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other party, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other party, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other party, as the case may be.

Each Unit Owner will have the affirmative duty to maintain its respective Unit in such a manner so as to reasonably prevent and avoid inflicting harm to other Units, the Limited Common Elements, the General Common Elements or the Building. In addition to any other remedies and/or rights the Board of Managers may have in this Declaration, the By-Laws and/or the Rules and Regulations of the Condominium, in the event any Unit Owner causes or permits any condition, or fails to take any action to prevent a condition, that has a deleterious effect on another Unit, any Limited Common Element, the General Common Elements or the Building, the Condominium Board will give written notice to such Unit Owner including a request that the Unit Owner take specific steps to ameliorate such a condition ("Remedy Notice"). If the Unit Owner fails to remedy the condition within a reasonable period of time as provided in such Remedy Notice, the Board of Managers may, upon additional notice to the Unit Owner within a reasonable period of time determined by the Board of Managers, enter into the Unit and effect a reasonable remedy, at the Unit Owner's sole cost and expense.

TWENTIETH: COVENANTS AND RESTRICTIONS.

The use of the Unit by the Unit Owners or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

1. The Unit and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance.

2. No alteration, addition, decoration or change to any part of the General Common Elements or Individual Residential Unit's may be made and no structure or other improvement may be built or placed on any portion of the General Common Elements or Individual Residential Unit's without the written consent of the Board of Managers. The provisions of this paragraph shall not apply to Declarant.

3. No Residential Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Unit, or any Individual Residential Unit's Limited Common Element, without the prior written approval of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Residential Unit Owner shall make any structural addition, alteration or improvement in or to any Residential Unit or any Individual Residential Unit's Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board of Managers with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board of Managers, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done and (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board of Managers, its members and officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the Building department or any other agency of the City of Glen Cove or any other governmental agency. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Residential Unit Owner shall pay

the charges of such architect or engineer. The Residential Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to the Building Department or any other agency of the City of Glen Cove or any other governmental or administrative authority for a permit to make a structural addition, alteration or improvement in or to any Residential Unit or Individual Residential Unit's Limited Common Elements shall be completed by the Residential Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any individual Member of the Board of Managers, to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

These provisions shall not apply to Residential Units and appurtenant Individual Residential Unit's Limited Common Elements owned by the Declarant or its successor, designee or assignee until such Residential Units shall have been transferred to a Residential Unit Owner by the Declarant or such successor, designee or assignee.

The Board of Managers shall not use the above provisions in a way that would violate any rights a Unit Owner may have pursuant to the Federal Fair Housing Act or New York State Human Rights Law.

4. The balconies and/or terraces areas are not permitted to be used for storage, are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a balcony and/or terrace area must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a balcony and/or terrace area. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to a balcony and/or terrace area except as required for repair or replacement.

5. Any interior alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

6. Any Unit Owner who mortgages their Unit shall notify the Board of Managers providing the name and address of the mortgagee.

7. The Board of Managers shall, at the request of the mortgagee of the Unit, report any unpaid Common Charges due from the Unit Owner of such Unit.

8. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

9. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

10. Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Unit Owners, provided, however, that a copy of such regulations is furnished to each Unit Owner prior to the time said regulations become effective.

11. The Common Charges and any Special Assessments shall be paid when due.

TWENTY-FIRST: FIRST LIEN HOLDER'S RIGHTS.

1. Notices of Action. A holder, insurer or guarantor of a first mortgage, and a Mezzanine Lender holding a pledge of equity interests in the Declarant or a Unit Owner upon written request to the Condominium, (such request to state the name and address or such holder, insurer, guarantor or Mezzanine Lender and the Unit number), shall be entitled to timely written notice of:

    a. Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the General Common Elements or Individual Residential Limited Common Elements appertaining to any Unit, Units or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Condominium appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restricted;

    b. Any proposed termination of the Condominium regime;

    c. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit (i) on which there is a first mortgage held, insured or guaranteed by such eligible holder or (ii) with respect to which a Mezzanine Lender holds a pledge of equity interests in the owner thereof ;

    d. Any delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit subject to (i) the mortgage of such eligible holder, insurer or guarantor or (ii) with respect to which a Mezzanine Lender holds a pledge of equity interests in the owner

thereof which such delinquency has continued for a period of sixty (60) days; and

e. Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

f. Any proposed action that requires the consent of a specified percentage of mortgagees.

2. Other Provisions for First Lien Holders. To the extent permitted under applicable law, the following protections for the benefit of first mortgage holders will be legally binding with respect to the Condominium:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units eligible to vote that are subject to mortgages held by such eligible holders are allocated, is obtained;

b. Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Property must require the approval of the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units eligible to vote that are subject to mortgages held by such eligible holders are allocated; and

c. Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium project is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium project may be effected without the approval of the eligible holders of first mortgages on Units to which at least eighty (80%) percent of the votes of Units eligible to vote that are subject to mortgages held by such eligible holders are allocated.

As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a Unit in a Condominium which has requested notice in accordance with the provisions of (a) above.

TWENTY-SECOND: SPECIAL RIGHTS OF DECLARANT.

Notwithstanding anything to the contrary contained herein, Declarant, its successors, assignees and/or designees shall have, in addition to any rights granted

elsewhere contained in the Declaration, By-Laws and/or Rules and Regulations, shall have the right, without requiring the consent of either the Condominium or Board of Managers, and without charge or limitation, the following rights:

1. The right to have its employees, contractors, subcontractors and sales agents present on the properties described in Schedule A and any Building erected thereon including by not limited to the maintenance of construction trailers, storage sheds and other storage facilities,

2. The right to erect and maintain signs and other promotional materials (including, without limitation, "For Sale", and "For Rent" signs), in connection with the promotion, sale, leasing, management, or operation of the Units or any other property, development or community the Declarant, its successors, assigns or designees so prescribe for the life of the Condominium.

3. The right to use any one or more Units as:

   a. model Units,

   b. offices for the promotion, sale, rental, management and/or operation of any unsold Units,

   c. 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 Common Elements and/or the Units; or any unsold Units; and/or

   d. for any other purpose.

4. The right to use any office in the Condominium for its exclusive use until such time as Declarant no longer owns any Units in the Condominium.

5. The right to do and cause to be done all of the things that are necessary, desirable or appropriate (including, without limitation, the use of the Common Elements, including recreation facilities, the Units and any unsold Units) for the purpose of:

   a. the promotion, sale, rental, management and/or operation of any unsold Units,

   b. the performance and completion of 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 Common Elements and/or

c. the exercise performance and discharge of Declarant's other rights and obligations under this Declaration, the By-Laws or the Rules and Regulations.

6. The right to make any other changes required by the Building Department City of Glen Cove or any other agency of the City of Glen Cove or other municipal or administrative agency.

In no event, however, shall Declarant or such designee be entitled to use any portion of the Common Elements in such a manner as will unreasonably interfere with the use of the same or of any Unit for its permitted purposes.

The provisions of this Article Twenty-Second cannot be amended without the written consent of the Declarant, or its designees, successors or assigns.

TWENTY-THIRD: MASTER TAX AGREEMENT

A completed Condo Owner Notice in the form set forth as Schedule C to this Declaration will be recorded contemporaneously with each deed conveying title of a Residential Unit to a Unit Owner. The Unit Owner has limited several, not joint, obligations as described herein under a certain Master Tax Agreement dated August 1, 2016, and recorded in the Nassau County Clerk's Office, as amended to date ("Master Tax Agreement") as secured by the Master Tax Agreement Mortgage recorded in the Nassau County Clerk's Office, as amended to date ("Master Tax Agreement Mortgage").

Each Residential Unit is subject to the terms of a certain Lease Agreement from RXR GLEN ISLE PARTNERS, LLC ("Company") to GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY ("Agency" or "GCIDA" or "IDA")) recorded in the Nassau County Clerk's Office, as amended to date (the "Lease to Agency") and that certain Leaseback Agreement from the Agency to the Company recorded in the Nassau County Clerk's Office, as amended to date (the "Lease to Agency"). The Condo Owner Notice set forth as Schedule C to this Declaration constitutes an acknowledgement that obligation of the Unit Owner under the Lease Agreement, Leaseback Agreement, Master Tax Agreement and Master Tax Agreement Mortgage (collectively, the "GCIDA Agreements") are limited as described therein and the Unit Owner is released of all obligations under the GCIDA Agreements as an assignee of interests in the Residential Unit. Notwithstanding the foregoing during the term of the GCIDA Agreements, for so long as the Unit Owner owns the Residential Unit, the Unit Owner shall have the following obligations under the GCIDA Documents:

1. The Unit Owner acknowledges that the leasehold interests under the Lease to Agency and Leaseback shall continue as interests in the Residential Unit by the Agency such that the Residential Unit shall remain on the exempt side of the property tax rolls; the Master Tax Agreement Mortgage shall be limited to a grant of a lien against the Residential Unit

with no other obligation by the Unit Owner such that payment obligations thereunder constitute secured claims against the Residential Unit; and (c) the Master Tax Agreement shall be modified and superseded by the payment obligations under the Condo Owner Notice.

2. The Unit Owner shall pay in lieu of real estate tax payments equal to the Unit Owner Percentage multiplied by the Tax Agreement Revenues due for such Block as set forth on Payment Schedule 1.1 of the Master Tax Agreement. Each Unit Owner's liability for such tax payment shall be several and not joint and calculated and invoiced by the Master Tax Agreement Accountant or other designee of the Agency.

3. The Unit Owner agrees to make the payments described in Section 2 above to the trustee ("Trustee") appointed by the Agency or as otherwise directed by the Agency through bi-annual invoicing by the Master Tax Agreement Accountant. The Unit Owner acknowledges its limited several obligation for its allocable share of the Tax Payment and acknowledges that its Residential Unit is encumbered by the lien and payment priority, but not the other provisions of the Master Tax Agreement Mortgage.

4. As contemplated by Section 1.1(E) of this Master Tax Agreement, all parties to the Master Tax Agreement (whether by assignment or succession, specifically including but not limited to the Unit Owners) are qualified to commence and prosecute a grievance (informally or through litigation or otherwise as permitted by law) of their assessment. Should the grievance process result in a lower assessment, the Master Tax Agreement Accountant shall credit amounts overpaid for prior years to the extent the assessment was utilized in the Master Tax Agreement calculations of the amounts payable by the respective party and said additional amount was actually paid. The Master Tax Agreement Accountant is directed to apply 1/3rd of the credit as certified by the respective party and confirmed by the Master Tax Agreement Accountant to its reasonable satisfaction, to each of the next six bi-annual payments due hereunder by the respective party, without interest; provided however, if the Trustee determines that the credit when taken with other anticipated credits will result in payments to the Trustee in any particular year of less than the Stabilization Period Minimum Payments, then the Trustee is directed to apply the credit plus interest at six percent (6%) per annum over a greater number of bi-annual payments that permits the Trustee to reasonably conclude that payments received will be at or above the Stabilization Period Minimum Payments.

5. The Unit Owner agrees that the Master Tax Agreement Accountant shall make a Tax Adjustment as of the beginning of the "Step Down Period" set forth in the Master Tax Agreement and cause the increase, if any, in payments to be phased in equal increases over each of the remaining five

(5) years of the term of the Master Tax Agreement.

6. The Notice and any related amendments of the IDA Agreements limits recourse for payments to be made to a claim against Unit Owner and the Residential Unit contractually for the amount described as secured by the continuing claim and lien of the Master Tax Agreement Mortgage. The Notice and related amendments of the GCIDA Agreements does not modify in any amendments of the GCIDA Agreements does not modify in any manner any obligations that the Unit Owner might have under the condominium association to assume certain obligations with regard to the maintenance and operation of the Public Use Improvements.

TWENTY-FOURTH: INVALIDITY

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no wise affect any of the remaining part or parts hereof, and the same shall continue in full force and effect.

RXR GARVIES P1 BUILDING B OWNER LLC

By:_____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the day of in the year 20__, before me, the undersigned a Notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

SCHEDULE A

LEGAL DESCRIPTION TO BE
INSERTED PRIOR TO RECORDATION

SCHEDULE B

TO BE COMPLETED PRIOR TO RECORDING DECLARATION

UNIT DESIGNATION	TAX LOT NO.	LOCATION (RESI-DENTIAL FLOOR)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS	BEDROOMS / BATHROOMS	APPROX. UNIT SQUARE FOOTAGE	APPROX. TERRACE/BALCONY SQUARE FOOTAGE	CONDOMINIUM % OF COMMON INTEREST

SCHEDULE C

[CONDO OWNER NOTICE INSERTED HERE]

SCHEDULE C

CONDO OWNER NOTICE

Re: Condominium Unit No. ___ located at _____ ("Condo Unit") acquired by _____ ("Condo Owner") by deed from _____ dated on or about the date hereof intending to be recorded with this Notice in the Nassau County Clerk's Office. This notice should be included in the Declaration or recorded contemporaneously with the deed to the Condo Owner. The Condo Owner has limited several, not joint, obligations as described herein under that certain Master Tax Agreement dated August 1, 2016 and recorded in the Nassau County Clerk's Office at _____, as amended to date ("Master Tax Agreement") as secured by the Master Tax Agreement Mortgage recorded in the Nassau County Clerk's Office at _____, as amended to date ("Master Tax Agreement Mortgage").

The Condo Unit is subject to the terms of a certain Lease Agreement from RXR GLEN ISLE PARTNERS, LLC ("Company") to GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY ("Agency") recorded in the Nassau County Clerk's Office at _____, as amended to date (the "Lease to Agency") and that certain Leaseback Agreement from the Agency to the Company recorded in the Nassau County Clerk's Office at _____, as amended to date (the "Lease to Agency"). The Condo Unit is assessed at $_____ and the overall assessed value of the improvements that include the Condo Unit is $_____, such that the Condo Owner percentage of tax obligations is ____% ("Condo Owner Percentage"). This Condo Owner Notice constitutes an acknowledgement that obligations of the Condo Owner under the Lease Agreement, Leaseback Agreement, Master Tax Agreement and Master Tax Agreement Mortgage (collectively, the "GCIDA Agreements") are limited as described herein and the Condo Owner is hereby released of all obligations under the GCIDA Agreements as an assignee of interests in the Condo Unit. Notwithstanding the foregoing, during the term of the GCIDA Agreements, for so long as the Condo Owner owns the Condo Unit, the Condo Owner shall have the following obligations under the GCIDA Documents:

1. The Condo Owner acknowledges that the leasehold interests under the Lease to Agency and Leaseback shall continue as interests in the Condo Unit by the Agency such that the Condo Unit shall remain on the exempt side of the property tax rolls; the Master Tax Agreement Mortgage shall be limited to a grant of a lien against the Condo Unit with no other obligation by the Condo Owner such that payment obligations hereunder constitute secured claims against the Condo Unit; and (c) the Master Tax Agreement shall be modified and superseded by the payment obligations under this Condo Owner Notice.

2. The Condo Owner shall pay in lieu of real estate tax payments equal to the Condo Owner Percentage multiplied by the Tax Agreement Revenues due for such Block as set forth on Payment Schedule 1.1 of the Master Tax Agreement. Each Condo Owner's liability for such Tax Payment shall be several and not joint and calculated and invoiced by the Master Tax Agreement Accountant or other designee of the Agency.

3. The Condo Owner agrees to make the payments described in Section 2 above to the Trustee or as otherwise directed by the Agency through bi-annual invoicing by the Master Tax Agreement Accountant. The Condo Owner hereby acknowledges its limited several obligation for its allocable share of the Tax Payment and hereby acknowledges that its Condo Unit is encumbered by the lien and payment priority, but not the other provisions of, the Master Tax Agreement Mortgage.

4. As contemplated by Section 1.1(E) of this Master Tax Agreement, all parties to the Master Tax Agreement (whether by assignment or succession, specifically including but not limited to the Condo Owners) are qualified to commence and prosecute a grievance (informally or through litigation or otherwise as permitted by law) of their assessment. Should the grievance process result in a lower assessment, the Master Tax Agreement Accountant shall credit amounts overpaid for prior years to the extent the assessment was utilized in the Master Tax Agreement calculations of the amounts payable hereunder by the respective party and said additional amount was actually paid. The Master Tax Agreement Accountant is hereby directed to apply 1/3rd of the credit as certified by the respective party and confirmed by the Master Tax Agreement Accountant to its reasonable satisfaction, to each of the next six bi-annual payments due hereunder by the respective party, without interest; provided however, if the Trustee determines that the credit when taken with other anticipated credits will result in payments to the Trustee in any particular year of less than the Stabilization Period Minimum Payments, then the Trustee is directed to apply the credit plus interest at six percent (6%) per annum over a greater number of bi-annual payments that permits the Trustee to reasonably conclude that payments received will be at or above the Stabilization Period Minimum Payments.

5. The Condo Owner agrees that the Master Tax Agreement Accountant shall make a Tax Adjustment as of the beginning of the Step Down Period and cause the increase, if any, in payments hereunder to be phased in equal increases over each of the remaining five (5) years of the term of this Master Tax Agreement.

6. This Notice and any related amendments of the IDA Agreements limits recourse for payments to be made to a claim against the Condo Owner and the Condo Unit contractually for the amount described herein as secured by the continuing claim and lien of the Master Tax Agreement Mortgage. This Notice and related amendments of the GCIDA Agreements does not modify in any manner any obligations that the Condo Owner might have under the condominium association to assume certain obligations with regard to the maintenance and operation of the Public Use Improvements.

SCHEDULE J

CONDOMINIUM BY-LAWS

BY-LAWS

OF

THE BEACON AT GARVIES POINT CONDOMINIUM

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Sponsor
Attn: Ira J. Adler, Esq.
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554

BY-LAWS
OF
THE BEACON AT GARVIES POINT CONDOMINIUM

TABLE OF CONTENTS

		Page
ARTICLE I.	**PLAN OF CONDOMINIUM OWNERSHIP**	**1**
Section 1.	Condominium Unit Ownership.	1
Section 2.	By-Laws Applicability.	1
Section 3.	Personal Application.	1
Section 4.	Definitions.	1
ARTICLE II.	**CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS**	**1**
Section 1.	Condominium.	1
Section 2.	Voting	2
Section 3.	Quorum.	2
Section 4.	Vote Required to Transact Business	2
Section 5.	Right to Vote.	3
Section 6.	Proxies.	3
Section 7.	Waiver and Consent.	3
Section 8.	Place of Meetings.	3
Section 9.	Annual Meetings/Control of Board of Managers by Declarant.	3
Section 10.	Special Meetings	4
Section 11.	Notice of Meetings.	4
Section 12.	Order of Business.	5
ARTICLE III.	**BOARD OF MANAGERS**	**5**
Section 1.	Number and Term.	5
Section 2.	Vacancy and Replacement.	7
Section 3.	Removal.	7
Section 4.	Resignation.	8
Section 5.	Suspension	8
Section 6.	First Board of Managers.	8
Section 7.	Powers.	8
Section 8.	Repairs and Maintenance.	13
Section 9.	Compensation.	16
Section 10.	Meetings.	16
Section 11.	Annual Statement.	17
Section 12.	Fidelity Bonds.	17
Section 13.	Management Agent	17
Section 14.	Liability of the Board of Managers, Officers and Unit Owners	17
ARTICLE IV.	**OFFICERS**	**19**
Section 1.	Elective Officers.	19
Section 2.	Election.	19
Section 3.	Appointive Officers	19
Section 4.	Term.	19

Section 5. The President. 19
Section 6. The Vice-President. 20
Section 7. The Secretary. 20
Section 8. The Treasurer. 20
Section 9. Agreements, etc. 20

ARTICLE V. NOTICES 21
Section 1. Definition. 21
Section 2. Service of Notice Waiver 21

ARTICLE VI. FINANCES 21
Section 1. Checks 21
Section 2. Assessments. 21
Section 3. Purpose of Common Charges 23
Section 4. Foreclosures of Liens for Unpaid Common Charges 24
Section 5. Statement of Common Charges. 24
Section 6. Liability for Utilities. 24
Section 7. Operating Account. 24
Section 8. Other Accounts. 24
Section 9. Determination of Common Expenses and Fixing of Common Charges. 24

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE 25
Section 1. Insurance to be Carried by the Board of Managers. 25
Section 2. The Insurance Trustee. 27
Section 3. Restoration or Reconstruction After Fire or Other Casualty. 28

ARTICLE VIII. RULES AND REGULATIONS 29
Section 1. General 29
Section 2. Rules and Regulations Applicable to All Unit Owners 29
Section 3. Violations of Rules and Regulations. 40
Section 4. Costs 41
Section 5. Board of Managers Right to Change Rules and Regulations 41
Section 6. Sponsor. 42
Section 7. Complaints 42

ARTICLE IX. DEFAULT 42

ARTICLE X. AMENDMENTS 43

ARTICLE XI. SELLING, MORTGAGING AND LEASING UNIT 45
Section 1. Selling and Leasing Residential Units. 45
Section 2. Right of First Refusal 46
Section 3. Release or Waiver by Board of Managers of the Right of First Refusal. 48
Section 4. Certificate of Termination of Right of First Refusal 49
Section 5. Financing of Purchase of Residential Unit by Board of Managers. 49
Section 6. Exceptions. 49
Section 7. Leasing Requirements for Residential Units. 50
Section 8. Waiver of Partition Rights. 52
Section 9. Gifts, etc. 52

Section 10. Tenant Bound by Declaration. 52
Section 11. Lenders. 52
Section 12. Sponsor. 52
Section 13. Section 339-kk of the Real Property Law. 53

ARTICLE XII. ARBITRATION 53
Section 1. Procedure. 53
Section 2. Variation by Agreement. 53
Section 3. Binding Effect 53
Section 4. Costs and Expenses. 54

ARTICLE XIII. CONDEMNATION 54

ARTICLE XIV. SPONSOR RIGHTS 54
Section 1. Sales/Rentals 54
Section 2. Signs/Ingress/Egress. 55
Section 3. Additional Rights. 55
Section 4. Amendment 55

ARTICLE XV. MISCELLANEOUS 55
Section 1. Insurance. 55
Section 2. Severability. 55
Section 3. Notice to Condominium 55
Section 4. Notice of Unpaid Assessments. 56
Section 5. Examination of Books and Records. 56
Section 6. Costs of Legal Action 56
Section 7. Reports to Residential Unit Owners 56
Section 8. Construction 57
Section 9. Compliance with Article 9-B. 57

BY-LAWS

OF

THE BEACON AT GARVIES POINT CONDOMINIUM

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Unit Ownership.

The property located at Garvies Point Road, City of Glen Cove, Nassau County and State of New York, as specifically set forth in the Declaration and more commonly known as The Beacon at Garvies Point Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability.

The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and the Building and improvements thereon including the Condominium Residential Units (hereinafter referred to as "Residential Units") unless otherwise indicated, and the Common Elements and the use and occupancy thereof.

Section 3. Personal Application.

All present or future Unit Owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

Section 4. Definitions.

The definitions contained in the Declaration of Condominium shall be applicable to these By-Laws unless otherwise stated.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium.

The Condominium shall be limited to Unit Owners. "Unit Owner" as referred to herein shall mean all of the owners of each Residential Unit owned by such Residential Unit Owner in conjunction with said Residential Unit unless otherwise indicated. The owners of the Residential Units shall hereinafter be referred to as Residential Unit Owners.

Section 2. Voting.

Each Residential Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Residential Units), shall be entitled to cast one vote at all Unit Owners' meetings for each Residential Unit owned by such Residential Unit Owner subject to the restrictions contained herein, including the provisions regarding the election of Members to the Board of Managers as provided in Article III, Section 1 of these By-Laws. In the event the Board of Managers acquires a Residential Unit on behalf of the Condominium it shall not cast any of its votes appurtenant to such Residential Unit, for the election of any Member to the Board of Managers. Any Unit Owner in default of their Common Charges, Special Assessments, late fees or any other penalties imposed by the Board of Managers applicable to said Unit Owner's Residential Unit shall be prohibited from voting at any annual, general or special meeting of the Unit Owners.

Section 3. Quorum.

So many Residential Unit Owners as shall represent at least fifty-one (51%) percent of the total authorized votes of all Residential Unit Owners present in person or represented by written proxy shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Residential Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting so many Residential Unit Owners as shall represent at least thirty-three and one-third (33⅓%) percent of the total authorized votes of all Residential Unit Owners shall constitute a quorum. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. If, however, such quorum shall not be present or represented at any adjourned meeting of the Unit Owners, the Residential Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting so many Residential Unit Owners as shall represent at least twenty-five (25%) percent of the total authorized votes of all Residential Unit Owners shall constitute a quorum. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called.

Section 4. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the Residential Unit Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of the Declaration, Statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. Right to Vote.

At any meeting of Unit Owners, every Residential Unit Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. Any Residential Unit Owner in default of their Common Charges, Special Assessments, late fees or any other penalties imposed by the Board of Managers applicable to said Unit Owner's Residential Unit shall be prohibited from voting at any annual or special meeting of the Unit Owners.

Section 6. Proxies.

All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Waiver and Consent.

Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, Statutes or of these By-Laws or for an amendment to the Declaration or By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Residential Unit Owners may be dispensed with if all Residential Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. Place of Meetings.

Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 9. Annual Meetings/Control of Board of Managers by Declarant.

The initial Board of Managers will call for the first annual meeting of the Unit Owners to elect a new Board of Managers. At such meeting, Members of the Board of Managers shall be elected by the Residential Unit Owners, except for any Members of the Board of Managers the Sponsor shall have the right to designate, and the former Members of the Board of Managers shall thereupon resign. After the first annual meeting the annual meetings shall be held on or about the anniversary of such date each succeeding year or such other convenient date as the Board of Managers may so designate. At such meetings there shall be elected by ballot of the Residential Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

The Sponsor will have voting control and may designate a majority of the Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees. A meeting will be held to elect new Members of the Board of Managers unrelated to Sponsor on or about thirty (30) days of the expiration of the control period. At such time as Sponsor no longer owns a Residential Unit in the Condominium, Sponsor may not be entitled to designate any Member to the Board of Managers. This section may not be amended without the written consent of Sponsor.

Section 10. Special Meetings.

It shall be the duty of the President to call a special meeting of the Condominium, if so directed by the Board of Managers, or upon the presentation to the Secretary of a petition signed by a majority of the Residential Unit Owners. The Secretary shall cause a notice of such special meeting stating the time, place and object thereof and the Officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 11 of this Article to each Unit Owner of the Condominium entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before such meeting. The date of the special meeting shall be determined by the Board of Managers and shall be held no later than sixty (60) days from receipt of any written request pursuant to this Section 10 unless a later date is agreed to in writing by the Unit Owners of the Condominium entitled to vote or the Board of Managers, requesting such meeting. No business other than that stated in such notice shall be transacted at such special meeting unless all Residential Unit Owners of the Condominium are present in person or by proxy. Any or all of the Members of the Board of Managers of the Condominium, other than those designated by the Sponsor, may be removed with or without cause by vote of a minimum of 66⅔ in number of the Residential Unit Owners of the Condominium at a special meeting called pursuant to this section if the meeting is called for such purpose. Sponsor designated Members of the Board of Managers may only be removed by the Sponsor without cause.

Section 11. Notice of Meetings.

It shall be the duty of the Secretary or other designated agent the Board of Managers to provide written notice of the place, date and hour of each annual or special meeting, stating the purpose thereof at least ten (10) but not more than thirty (30) days prior to such meeting. A copy of the notice of any meeting shall be given, personally, by first class mail, facsimile telecommunications or by electronic mail to each Unit Owner entitled to vote at such meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the Unit Owner at the Unit Owner's address as it appears on the record of Unit Owners or, if the Unit Owner shall have filed with the Secretary or designated agent a written request that notices to the Unit Owner be mailed to some other address, then directed to the Unit Owner's such other address. If the notice is sent by facsimile telecommunication or mailed electronically, such Notice is given when directed to the Unit Owners fax number or

electronic mail address as it appears on the record of the Unit Owners, or , to such fax number or other electronic mail address as filed with the Secretary or designated agent. Notwithstanding the foregoing, such Notice shall not be deemed to have been given electronically (1) if the Secretary or designated agent of the Board of Managers is unable to deliver two consecutive Notices to the Unit Owner by facsimile telecommunication or electronic mail; or (2) the Secretary or the designated agent of the Board of Managers otherwise becomes aware that Notice cannot be delivered to the Unit Owner by facsimile telecommunication or electronic mail.

Section 12. Order of Business.

The order of business at all meetings shall be as follows:

(a) Roll Call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of Officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election)
(g) Election of Members (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS

Section 1. Number and Term.

The affairs of the Condominium shall be governed by a Board of Managers. The initial Board of Managers shall consist of five (5) Members (hereinafter "Members") designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the Unit Owners. The initial Board of Managers shall call the first annual meeting within twelve (12) months of the Closing of the first Residential Unit. Until succeeded by the Members elected at the first annual meeting of Unit Owners, Members need not be Unit Owners; thereafter, all Members shall be Unit Owners, other than designees or nominees of the Sponsor. The Members shall be elected and/or designated at the annual meeting of the Unit Owners.

At the first annual meeting of Unit Owners called pursuant to Section 9 of Article II, five (5) Members shall be designated and/or elected by the Unit Owners. Members shall be elected by the Residential Unit Owners unless the Sponsor is entitled to retain a majority of the Members of the Board provided below. All Members of the Board of Managers, other than the Sponsor designated representatives, shall be nominated by the Unit Owners at the annual meeting. After the first annual meeting the Board of Managers may request nominations to the Board of Managers prior to the annual meeting, in addition to nominations from Residential Unit Owners at the annual meeting. As long as the Sponsor retains at least one (1) Unit in the Condominium the number of

Members of the Board of Managers may not be increased without the consent of the Sponsor.

The term of office of two (2) of the Members shall be fixed for three (3) years, the term of office of two (2) of the Members shall be fixed for two (2) years and no term of office of one (1) Member shall be elected for one (1) year. The Residential Unit Owner receiving the highest number of votes shall be elected to the three (3) year term and the Residential Unit Owner receiving the next highest number of votes shall be elected to a two (2) year term and the next highest number of votes shall be elected for one (1) year. Each Residential Unit Owner shall be entitled to cast one vote for each Member to be elected to the Board of Managers. At the expiration of the initial term of office of each respective Member, their successor shall be elected to serve a term of three (3) years. The Members shall hold office until their successors have been elected and hold their first meeting.

Any Unit Owner in default of the payment of Common Charges, Special Assessments, late fees, interest and/or penalties shall be ineligible to be elected to the Board of Managers and/or vote at any general, annual or special meeting.

The Sponsor will have voting control and may designate a majority of the Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees. A meeting will be held to elect new Members of the Board of Managers unrelated to Sponsor on or about thirty (30) days of the expiration of the control period.

In addition to the Members designated by the Sponsor, as long as Sponsor retains an unsold Residential Unit in the Condominium, Sponsor may vote as Sponsor so determines for any other Members, so long as the Members are not on Sponsor's slate of Members for the Board of Managers, Sponsor's payroll or as long as they did not receive other financial backing from the Sponsor other than a mortgage held by the Sponsor or affiliated entity of the Sponsor, if applicable.

In the event Sponsor is entitled to designate a majority of the Members to the Board of Managers at the first annual meeting, two (2) Sponsor Member shall be appointed to a two (2) year term and one (1) for a one year term. Members shall thereafter be appointed to the same length of term until such time as Sponsor is required to relinquish the seat or Sponsor voluntarily resigns the position. At such time as a Sponsor designated Member of the Board of Managers either relinquishes or resigns a position on the Board of Managers either (a) a special meeting of the Unit Owners shall be held to elect a Residential Unit Owner to fulfill the balance of the term or (b) the remaining Members of the Board of Managers shall appoint a Residential Unit Owner to fulfill the balance of the applicable term. At the expiration of the applicable term an election shall be held to elect a Residential Unit Owner to the Board of Managers for a full three (3) year term.

Members of the Board serve without compensation.

This Section may not be amended without the written consent of the Sponsor.

Section 2. Vacancy and Replacement.

If the office of any Member or Members becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, a majority of the remaining Members of the Board of Managers, though less than a quorum, at a special meeting of the Members of the Board of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. At such meeting only the remaining Members of the Board of Managers shall be entitled to vote for said Member's successor or successors. In the event of the failure to hold any election of the Members of the Board of Managers at the time designated for the annual election of the Members of the Board of Managers or in the event that the Members of the Board of Managers shall not have filled any such vacancy, a special meeting of the Unit Owners to elect new Members to the Board of Managers or to fill such vacancy or vacancies may be called in the manner generally provided for the calling of special meetings of the Unit Owners. If the vacancy occurs with respect to any Member of the Board of Managers who has been designated by the Sponsor, only the Sponsor shall have the right to choose such Member's successor to fill the unexpired portion of the term. In addition, the Sponsor shall have the right to substitute the Members of the Board of Managers it has designated at Sponsor's discretion.

The Board of Managers shall also have the right to call for a special meeting in accordance with Article II, Section 10 to elect a Member's successor to fill the unexpired portion of the term of office.

Section 3. Removal.

Members, other than Sponsor designees, may be removed with or without cause by an affirmative vote of sixty-six and two-thirds (66 2/3rds) in number of the Unit Owner(s) entitled to vote at a special meeting called pursuant to Article II, Section 10 of these By-Laws. Members designated by the Sponsor may only be removed by the Sponsor. No Member other than a Member designated by the Sponsor shall continue to serve on the Board of Managers if, during their term of office, they shall cease to be a Residential Unit Owner. In the event a Sponsor designee Member is removed, the Sponsor shall have the sole right to designate the Sponsor Member replacement.

Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, late fees, penalties and/or interest shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, late fees, penalties and/or interest are paid in full to the Condominium.

Section 4. Resignation.

Any Member may resign at any time by written notice delivered in person or sent by certified registered mail to an Officer of the Condominium. Such resignation shall take effect at the time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 5. Suspension

Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, together with late charges, interest and expenses shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, together with late charges, interest and expenses, if any, are paid in full to the Condominium.

Section 6. First Board of Managers.

The first Board of Managers shall consist of three (3) Members appointed by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. Any or all of said Members shall be subject to replacement at the sole discretion of the Sponsor and/or in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 7. Powers.

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration or by these By-Laws, directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy monthly assessments ("Common Charges") to cover the cost of Common Expenses. The Common Charges are payable in advance as determined by the Board of Managers. The Board of Managers may increase the monthly Common Charges or vote a Special Assessment in excess of the Common Charges, if required, to meet any additional necessary Common Expenses, but said increases can only be assessed among the Unit Owners pro-rata according to their respective Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium or in such other manner as provided in Article VI, Section 9 of these By-Laws.

2. To determine and impose penalties, late fees and interest against Unit Owners delinquent in the payment of their Common Charges

and to revise the amount of such fees as the Board of Managers so determines.

3. To determine and impose move in and move out fees and to revise said fees in its good faith discretion.

4. To collect, use, and expend the Common Charges collected to maintain, care for and preserve the General Common Elements, and any Individual Residential Unit's Limited Common Elements for which the Condominium is responsible to repair, replace and maintain and any other Common Expenses of the Condominium. In addition, the Board of Managers is obligated to collect Master Association assessments from the Unit Owners and forward said prorata amount to the Master Association on a monthly basis.

5. To make repairs, restore or alter any Unit or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

6. To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owners as possible in connection with the maintenance, care, and preservation of the property, including any inspection or repairs necessitated by mold. No prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium. Any repairs required as the result of negligence of a Unit Owner will be at the expense of the Unit Owner.

7. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts.

8. To insure and keep insured the Common Elements and Units in accordance with Article VII of these By-Laws.

9. To collect delinquent Common Charges, Special Assessments, late fees, penalties and/or interest by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the Condominium for violations of the Declaration, By-Laws or the Rules and Regulations of the Condominium.

10. The Board of Managers shall be empowered to make reasonable Rules and Regulations applicable to all Units and all Unit Owners and to amend the same from time to time, and such Rules and

Regulations and amendments shall be binding upon all the Unit Owners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Unit Owner.

11. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a manager in connection with the matters herein above set forth.

12. To bring and defend actions by or against one (1) or more Unit Owners that are pertinent to the operation of the Condominium and to levy Special Assessments to pay for the cost of such litigation, subject to the provisions regarding the Sponsor as contained in Article III, section 7 (c) of these By-Laws.

13. To acquire a Unit in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Unit so acquired and to vote as a Unit Owner subject to any restrictions contained in these By-Laws, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers.

14. The Board of Managers shall be empowered to make additions, alterations, or improvements to the General Common Elements.

15. The Members of the Board of Managers shall be empowered to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the General Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit.

18. The Members of the Board of Managers shall be empowered to borrow money on behalf of the Condominium when required in connection with any addition, alteration, improvement and for the operation, care, upkeep and maintenance of the General Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit. The debt service and any other costs associated for monies borrowed pursuant to this section for the shall be a General Common Expense of all the Unit Owners.

19. To act as an agent for one (1) or more Unit Owners to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessments of their Unit pursuant to Section 339-y(4) of the New York Real Property Law. In such an event, the Board of Managers could retain counsel on behalf of such Unit Owners and charge each Unit Owner for whom it is acting a pro-rata share of expenses, disbursements and legal fees, based upon the Unit's Percentage of Common Interest as reflected in Schedule B of the Declaration of Condominium, the payment for which would be secured by a lien on each Unit. The Board of Managers is not obligated to perform such services and it is necessary to obtain the written authorization of the Unit Owners it will perform such service for.

20. To determine and impose penalties, late fees and interest against Unit Owners delinquent in the payment of their Common Charges and/or Special Assessments and in violation of the Rules and Regulations. The Board of Managers shall have the right to revise the amount of such fees as the Board of Managers so determines.

21. To enter into contracts, settlement agreements and/or other matters on behalf of the Condominium.

22. To enter into revocable license agreements for the use of space within the General Common Elements as long as the license agreement does not hinder or encroach upon the rights of Unit Owners to use the General Common Elements or Individual Residential Unit's Limited Common Elements and/or a Unit.

23. To grant utility or other easements over or to the Common Elements as may, at any time, be required for the benefit of the Condominium and the Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Unit Owners who have the right to use such Common Elements to the exclusion of any other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted).

24. The Board of Managers of the Condominium shall designate a person (the "Representative") to act on behalf of the Condominium at all Members' meetings of the Master Association. The Representative shall be designated by a certificate signed by the president or vice president of the Condominium, and filed with the Secretary of the Master Association.

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board of Managers, designate one or more committees, each of such committees to consist of at least one (1) Member of the Board of Managers, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business affairs of the Condominium and may have power to sign all papers which may be required, provided said resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board of Managers as required.

(c) As long as the Sponsor retains at least one (1) Unsold Unit in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the General Common Elements, Individual Residential Unit's Limited Common Elements of the Condominium that is not a Residential Unit Owner's obligation and/or to any Unit, costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work, (ii) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, (iii) hire any employee in addition to the employees referred to in the Budget for the first year of operation of the Condominium, (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first Closing, (v) borrow money on behalf of the Condominium, (vi) reduce the services or maintenance set forth in the Condominium budget for the first year of operation, (vii) charge any Special Assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium, (viii) increase the Common Charges of the Condominium more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates, evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize Condominium funds or assess the Sponsor in order to commence a lawsuit against the Sponsor or any of its principals. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

(d) As long as the Sponsor retains at least one (1) Unsold Residential Unit in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent make an addition, alteration or improvement to the General Common Elements costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work. The

provisions of this paragraph may not be amended without the written consent of the Sponsor.

(e) Notwithstanding Article III, Section 7(c) of these By-Laws Sponsor may not exercise veto power over expenses described in the proposed first year budget, as described in the Offering Plan, or over expenses required:

1. to comply with applicable laws or regulations; or

2. to remedy any notice of violation; or

3. to remedy any work order by an insurer, or

4. necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building.

(f) Sponsor may exercise veto power over expenses described herein, other than those described in Article III, Section 7(e) of these By-Laws, for a period ending not more than five (5) years after the Closing of the first Unit or whenever the unsold Units constitute less than twenty-five (25%) percent of the common interest, whichever is sooner.

The provisions of this paragraph may not be amended without the written consent of Sponsor.

Section 8. Repairs and Maintenance.

All maintenance, painting, repairs and replacement of the General Common Elements, and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium including but not limited to exterior walls, roof and roof members of the Building, as well as painting, repair and/or maintenance of the exterior surfaces, roof, windows and doors which open from the Building, as well as all maintenance, repairs and replacements of foyers and stairways of the Building, and of any pipes, wires, conduits and utility lines, or any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and utility lines as are located in the General Common but serve two (2) or more Units shall be contracted for by and be the responsibility of the Board of Managers and the cost thereof shall be a General Common except if such maintenance, painting, repair or replacement is necessitated because of the negligence, misuse or neglect of a Unit Owner or the prior alteration of the Unit by a Unit Owner, in which event the cost thereof shall be assessed individually and paid by the applicable Unit Owner.

All maintenance and repair to the interior portion of the window area and doors which open from a Unit are the responsibility of the Unit Owner. All maintenance, repair and any replacement to the external portion of the window area, the actual window and

external portion of the doors (including painting if necessary) which open from a Unit will be the responsibility of the Condominium and the cost thereof shall be a Common Expense of the Condominium and paid for by all Unit Owners as provided in Article VI of these By-Laws. Notwithstanding the above, should the maintenance, repair or replacement of the external portion of the window, the actual window and external portion of the doors which open from a Unit be caused as a direct result of the negligence or act of a Unit Owner, occupant, tenant, guest or any other person residing, visiting or doing work in the Unit, the Condominium will repair or replace the external portion of the window, the window or the external portion of the doors which open from a Unit and the cost of such repair or replacement shall be charged to the Unit Owner as an additional Common Charge or Special Assessment.

All structural repairs and replacements to any balcony and/or terrace area that is an Individual Residential Unit's Limited Common Element will be the responsibility of the Condominium and a Common Expense of the Condominium. All general maintenance and repairs of a balcony and/or terrace area that is an Individual Residential Unit's Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks, the replacement of pavers and the repair or replacement of the surface of the balcony and/or terrace area), shall be the responsibility of the Residential Unit Owner whose balcony and/or terrace area is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The Board of Managers shall have the right to designate or approve a contractor or contractors to do the necessary work to the balcony and/or terrace area that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost.

The balconies and/or terraces are not permitted to be used for storage, are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to dining, sleeping, living room, recreation, office or similar use. All drains located on a balcony and/or terrace area must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a balcony and/or terrace area. Neither the Condominium nor any Residential Unit Owner will be permitted to enclose or make any structural changes to a balcony and/or terrace area except as required for repair or replacement.

All repairs, maintenance and any replacement and all costs associated therewith of any hot water tank, gas boiler, air conditioning compressor and/or condenser, air handler or any other heating, cooling or other mechanical system servicing an individual Unit that is located in the Unit or is an Individual Residential Unit's Limited Common Element located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Unit exclusively shall be the responsibility of the Unit Owner for such equipment, services, etc.

All repairs and replacement of windows, and any snow removal from the General Common Elements shall be contracted for by the Board of Managers and the cost

thereof shall be a Common Expense of the Condominium payable by all Unit Owners based on their percentage of Common Interest except that the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of a Unit Owner or prior alteration of a Unit shall be assessed to and paid by the applicable Unit Owner.

The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements and the cost thereof shall be a Common Expense payable by all the Unit Owners as provided in Article VI of these By-Laws. Notwithstanding the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of a Unit Owner, occupant, tenant, guest or any other person residing in, visiting or doing work in the Unit, or caused by any prior alteration of a Unit, shall be assessed to and paid by the applicable Unit Owner.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Unit for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Unit or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

All repairs, painting or maintenance, whether made by the Unit Owner or the Board of Managers, to the doors, windows, or the exterior surface of the Building or to any generally visible portion of the General Common Elements shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor, unless varied by the Board of Managers.

In the event that a Unit Owner fails to maintain, repair or replace its Unit or any Limited Common Element for the Residential Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, any other portions of the Building or any other Unit or other Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Residential Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) of the Unit or Individual Limited Common Elements for a Unit's exclusive use and to charge said Residential Unit Owner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Residential Unit Owner for repairs, maintenance and/or replacement to their Residential Unit or for repairs to any Common Elements restricted

in use to such Residential Unit Owner, and the Residential Unit Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Residential Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

Section 9. Compensation.

Members and Officers of the Board of Managers, as such, shall receive no compensation for their services.

Section 10. Meetings.

(a) The first meeting of the Members of the Board of Managers newly elected by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Unit Owners meetings, and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board of Managers shall take place.

(b) Regularly scheduled meetings of the Board of Managers may be held without special notice.

(c) Special meetings of the Board of Managers may be called by the President on two (2) days notice to each Member either personally, by mail or by electronic mail. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of a majority of the Members of the Board of Managers.

(d) At all meetings of the Board of Managers, a majority of the Members shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Members present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meetings of Members, the Members present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before or at any meeting of the Board of Managers, any Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Board of Managers shall be a waiver of notice by the Member of the time and place thereof. If all the Members are present at

any meeting of the Board of Managers, no notice shall be required and any business may be transacted at such meeting.

(f) Members of the Board of Managers may participate in a meeting by means of a conference telephone call 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.

Section 11. Annual Statement.

The Board of Managers shall furnish all Unit Owners and shall present annually (at the annual meeting, but in no event later than four (4) months after the close of the fiscal year) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement prepared by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owner and a notice of the holding of the annual Unit Owners meeting. During the period the Sponsor retains a majority of the Members of the Board of Managers the annual statement shall be a certified statement verified by a certified public accountant.

Section 12. Fidelity Bonds.

The Board of Managers shall require that all Officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense of the Condominium.

Section 13. Management Agent.

The Board of Managers may employ a management agent for the Condominium under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board of Managers listed in this Article.

Section 14. Liability of the Board of Managers, Officers and Unit Owners.

No Member of the Board of Managers or Officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner for damages for any breach of duty in the Member's capacity as a Member of the Board of Managers or Officer of the Condominium, provided that this provision does not eliminate or limit the liability of a Member of the Board of Managers or Officer of the Condominium if a

judgment or other final adjudication adverse to the Member establishes (a) that the Member's or Officer's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that the Member or Officer personally gained in fact a financial profit or other advantage to which the Member was not legally entitled.

The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board of Managers or Officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that the Member, the Officer, the Member's or Officer's testator, was a Member of the Board of Managers, Officer of the Condominium or officer of the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board of Managers or Officer of the Condominium if a judgment establishes that the Member's or Officer's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Member or Officer personally gained in fact a financial profit or the advantage to which the Member or Officer was not legally entitled.

The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers and Officers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers or Officers of the Condominium on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Members of the Board of Managers and Officers of the Condominium shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers, or Officer of the Condominium or out of the aforesaid indemnity in favor of the Member of the Board of Managers or Officer of the Condominium shall be limited to such proportion of the total liability thereunder as the Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers, a managing agent, by a Member of the Board of Managers or Officer of the Condominium on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the Member, or Officer of the Condominium as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners).

Each Unit Owner's liability pursuant to this Section shall be limited to such proportion of the total liability there under as the Unit Owner's Percentage of Common

Interest in the Common Elements bears to the Percentage of Common Interest of all Unit Owners in the Common Elements.

ARTICLE IV. OFFICERS

Section 1. Elective Officers.

The Officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one or more Assistant Secretaries and Assistant Treasurers and such other Officers as in their judgment may be necessary. All Officers must be Unit Owners or Members of the Board of Managers. Appointed Officers do not need to be Unit Owners or a Member of the Board of Managers. Two (2) or more offices may be held by the same person, except the President, who can only hold the office of President.

Section 2. Election.

The Board of Managers at its first meeting after each annual Unit Owners Meeting shall elect a President, a Vice President, a Secretary and a Treasurer.

Section 3. Appointive Officers.

The Board of Managers may appoint such other Officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

Section 4. Term.

The Officers shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. The President.

The President shall be the chief executive Officer of the Condominium; shall preside at all meetings of the Unit Owners and Members of the Board of Managers, the President shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation of the State of New York. The President may delegate obligations and responsibilities to other officers.

Section 6. The Vice-President.

The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized under the Business Corporation Law of the State of New York.

Section 7. The Secretary.

The Secretary and/or Assistant Secretary shall attend all sessions of the Board of Managers and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision the Secretary shall be.

Section 8. The Treasurer.

The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium as the Treasurer may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and Members, at the regular meeting of the Board of Managers or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. Agreements, etc.

All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICES

Section 1. Definition.

Whenever under the provisions of the Declaration or of these By-Laws, notice ("Notice") is required to be given to the Board of Managers, any Member of the Board of Managers or any Unit Owner, Notice ("Notice") shall be provided by first class mail, courier service, facsimile telecommunications or by electronic mail to the respective party. If mailed, such Notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the respective party's address as it appears in the records of the Condominium. If by courier, Notice is given when received by the respective party as evidenced by the courier provider. If the Notice is sent by facsimile telecommunication or mailed electronically, such Notice is given when directed to the respective parties fax number or electronic mail address as it appears in the records of the Condominium.

Section 2. Service of Notice Waiver.

Whenever any Notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. Checks.

All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer, or by such other Officer or Officers or such other person or persons as the Board of Managers may from time to time designate.

Section 2. Assessments.

The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and supplement to the budget to every Unit Owner. The Board of Managers shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the General Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium and other Common Expenses including but not limited to the Common Expenses provided in Article VI, Section 3 of these By-Laws, as well as charges to cover any deficits from prior years.

The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the provisions of Section 9 hereof.

Said assessments shall be payable monthly or in such other manner as determined by the Board of Managers and shall be referred to as Common Charges.

The Board of Managers may also charge additional assessments in excess of the Common Charges for expenses not contemplated, foreseen, or which exceed the amount budgeted. Said assessments shall be known as Special Assessments. The Board of Managers shall be entitled to charge a Special Assessment as a single sum or over a period of time as it may determine. Unit Owners shall pay their portion of any Special Assessments in accordance with Section 9 of Article VI of the By-Laws.

The Unit Owner agrees to pay promptly when due the monthly Common Charges and all Special Assessments assessed against the Unit. In the event any Unit Owner fails to make payment of the Unit Owner's Common Charge payment, the Unit Owner who owns such Unit shall be obligated to pay (a) a "late fee" of $.15 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Managers or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges and/or Special Assessments or in an action to foreclose the lien on such Unit Owner's Unit arising from said unpaid Common Charges and/or Special Assessments in the manner permitted by applicable law. All such "late fees," interest and expenses shall be cumulative and shall be added to and shall constitute Common Charges payable by such Unit Owner.

In addition, in the event of a default in payment of Common Charges by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board of Managers shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make the late payment.

The Board of Managers may place a lien and take action to collect any past due Common Charges from any Unit Owner which remains unpaid as provided in Article IX of these By-Laws from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339-aa of the Real Property Law or otherwise.

No Unit Owner shall be liable for any Common Charges which accrue against the Unit Owner's Unit subsequent to a sale, transfer or other conveyance of the Unit Owner in accordance with these By-Laws and the Declaration. A purchaser of a Unit shall be liable for the payment of all future Common Charges assessed against the Unit, as well as unpaid Common Charges assessed against the Unit at the time the Unit is conveyed

to the Purchaser by deed or other legal means of the purchase, except for the mortgagee of an Institutional Mortgage as provided herein.

Notwithstanding any other provision in the Declaration or these By-Laws any mortgagee of an Institutional Mortgage as defined in the Declaration of Condominium who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges and/or Special Assessments, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges and/or Special Assessments. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title to a Unit such mortgagee of an Institutional Mortgagee; its successors and assigns shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable thereafter.

Section 3. Purpose of Common Charges

The Common Charges shall be used to pay for the Common Expenses of the Condominium including but not limited to operation, repair and maintenance of the General Common Elements and any Individual Residential Unit's Limited Common Elements the Condominium is responsible to repair, maintain and replace as provided for in the Declaration of Condominium and/or these By-Laws regardless of whether or not a Unit utilizes such services. Said Common Expenses shall include the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Article VII and the fees and disbursements of the Insurance Trustee, drainage, sewer, water and/or storm systems (including sewers, storm sewer and/or water pipes, drywells, detention tanks or other facilities servicing the drainage, sewer water and/or storm systems as applicable), and other Building wide obligations of the Condominium contained in the Declaration and these By-Laws, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, insurance; common utilities; labor; common water and sewer charges; legal and accounting; services and supplies; management fees; contingencies and any other expenses that are Common Expenses of the Condominium and to make up any deficit in the Common Expenses from any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

Section 4. Foreclosures of Liens for Unpaid Common Charges

The Board of Managers shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Unit because of unpaid Common Charges. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A suit to recover a money judgment for unpaid Common Charges shall also be obtainable separately without waiving the lien on the Unit. In either event the Unit Owner shall be liable for all costs of suit, including reasonable attorney's fees.

Section 5. Statement of Common Charges.

Upon the written request of any Unit Owner or their mortgagee, the Board of Managers shall promptly furnish such Unit Owner or their mortgagee with a written statement of the unpaid Common Charges due from such Unit Owner.

Section 6. Liability for Utilities.

Any utility, including electricity and gas, individually consumed and individually metered or sub-metered in an individual Unit shall be the sole expense of each individual Unit Owner.

Section 7. Operating Account.

There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all monthly Common Charges and Special Assessments as fixed and determined for all Units. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and Common Expenses and for the purchase, lease, sale or other expenses resulting from the purchase or lease of a Unit.

Section 8. Other Accounts.

The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purpose including a reserve account and working capital account.

Section 9. Determination of Common Expenses and Fixing of Common Charges.

The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the General Common Elements and the Individual Residential Unit's Limited Common Elements that the Condominium is responsible to repair, maintain and replace as provided for in the Declaration of Condominium and/or

these By-Laws as well as Common Expenses of the Condominium, determine the amount of the Common Charges payable by the Unit Owner(s) to meet the Common Expenses and other expenses applicable thereto, and allocate and assess such Common Charges and Common Expenses among all the Unit Owners in proportion to their respective Percentage of Common Interest in the Condominium as reflected in Schedule B of the Declaration of Condominium or as provided below. Notwithstanding the above, as provided in Section 339-m of the Condominium Act, Common Charges, no matter how classified, may be adjusted based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses, no matter how classified, based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In the event of any dispute as to the allocation of the Common Charges such dispute shall be submitted for arbitration pursuant to the provisions of Article XIII of the By-Laws of the Condominium.

Common Expenses of the Condominium shall include but not be limited to the Common Expenses referred to in Article VI, Section 3 of these By-Laws.

The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of the budget on which such Common Charges and Expenses are based, to all Unit Owners.

The Sponsor, its successor, assignee and/or designee shall be responsible for the Common Charges assessed against each Unit owned by the Sponsor, its designee, assignee and/or successor until such Unit is transferred to a bona fide purchaser.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board of Managers.

The Board of Managers shall be required to obtain and maintain, to the extent obtainable from generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements no matter how classified and the Units in the Building of the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Units which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Unit Owners, contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as

their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, there under shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $250,000 or less, shall be payable to the Board of Managers, and if more than $250,000 shall be payable to the Insurance Trustee. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the Percentage of Common Interest applicable to said Unit.

The blanket property insurance as provided above will commence with the Closing of Title to the first Unit.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of a Unit. Duplicate originals of all policies of physical damage insurance and of all renewals thereof together with proof of payment of premiums, shall be delivered to all mortgagees of a Unit at least ten (10) days prior to expiration of the current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Unit Owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss. All policies shall include the standard form of a "Special Condominium Endorsement" or its equivalent. All policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be a minimum of $1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Condominium. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Condominium and to each holder of a first mortgage on any Unit in the Condominium which in listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employers liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance. Such public liability insurance shall commence on the closing of title to the first Unit.

In addition to the above, blanket fidelity bonds shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to 3 months aggregate assessments on all Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, ("Fannie Mae") Servicers on behalf of Fannie Mae also receive such notice of cancellation or modification.

Section 2. The Insurance Trustee.

The Board of Managers on behalf of the Condominium, shall name an authorized representative, including any trustee with whom the Condominium may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this

purpose subject to the adjustment of loss provision contained in the first paragraph of this Section 1 of Article VII. The Insurance Trustee shall be a bank or trust company located in the State of New York, designated by the Board of Managers and costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York. The Insurance Trustee shall have a capital, surplus and undivided profits of $10,000,000 or more.

Section 3. Restoration or Reconstruction After Fire or Other Casualty.

In the event of damage to or destruction of the Building as a result of fire or other casualty (unless seventy-five [75%] percent or more of the Units are destroyed or substantially damaged and seventy-five [75%] percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Unit, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers 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. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to the respective Percentage of Common Interest, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his or her Unit, in the order of the priority of such liens.

If the Residential Unit(s) and/or the Individual Residential Unit's Limited Common Elements are damaged or destroyed by fire or other casualty or taken in a Taking and the insurance proceeds or condemnation awards are not sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus will be borne or shared entirely by all the Residential Unit Owners in proportion to their respective Common Interest in the Building.

ARTICLE VIII. RULES AND REGULATIONS

Section 1. General

In addition to the other provisions of these By-Laws, the following ("Rules and Regulations") together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all Unit Owners and occupants thereof.

Section 2. Rules and Regulations Applicable to All Unit Owners.

(a) Uses.

All Residential Units shall be used for residential purposes only in accordance with municipal regulations. All rentals other than rentals by the Sponsor must be subject to local zoning ordinances and any City and State requirements.

(b) Unit Owners, members of their families, their employees, tenants, guests and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other Unit Owners, or in such a way as to be injurious to the reputation of the Condominium.

(c) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

(d) Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner, the Unit Owner's permitted lessees and occupants of such Units, their respective family members and guests, employees or such other person for whose conduct the Unit Owner is legally responsible.

(e) Maintenance.

1. Every Unit Owner must perform promptly all maintenance and repair work to their own Unit and any Limited Common Element for the Unit Owner's exclusive use which is their sole responsibility and, which if not done would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which the Unit forms a part, the Unit Owner being expressly responsible for the damages and liabilities that the failure to do so may engender.

2. All the repairs to internal installations of the Unit located in and

servicing only that Unit, such as telephones and sanitary installations shall be at the Unit Owner's expense.

(f) Structural Changes.

1. No Residential Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Residential Unit or any Individual Residential Unit's Limited Common Element for its exclusive use, without the prior written approval of the Board of Managers. In addition, no structural addition, alteration or improvement to the terraces and/or balconies which are an Individual Residential Unit Owner's Limited Common Element shall be permitted unless required as part of the general maintenance, repair or replacement of the terraces and/or balconies. The Board of Managers shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Residential Unit Owner shall make any structural addition, alteration or improvement in or to any Residential Unit or any Individual Residential Unit's Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board of Managers with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board of Managers , setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board of Managers , its Members and Officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the Building Department or any other agency of the City of Glen Cove or any other governmental or administrative agency. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Residential Unit Owner shall pay the charges of such architect or engineer. The Residential Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural

alterations, additions or improvements.

Any application to the Building Department or any other agency of the City of Glen Cove or any other governmental or administrative authority for a permit to make a structural addition, alteration or improvement in or to any Residential Unit or Individual Residential Unit's Limited Common Element for its exclusive use shall be completed by the Residential Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or material men on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising thereof.

These provisions shall not apply to Units owned by the Sponsor or its designee until such Units shall have been initially conveyed by the Sponsor or such designee.

The Board of Managers shall have the right to designate or approve a contractor to do any such work at the Residential Unit Owners' sole expense.

The Board of Managers of the Condominium shall not use the above provisions in any way that would violate any rights a Residential Unit Owner may have pursuant to the Federal Fair Housing Act or New York State Human Rights Law.

2. No alteration, addition or change to any part of the General Common Elements or any Individual Residential Unit's Limited Common Elements may be made and no structure or other improvement (including landscaping) may be built or placed on any portion of the Common Elements or Individual Residential Unit's Limited Common Elements without the written consent of the Board of Managers.

(g) The Common Elements shall not be used for storage purposes except if specifically designated for such purposes.

(h) No Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of their Unit.

(i) Each Unit Owner shall keep their Unit and its appurtenant Individual Residential Unit's Limited Common Element in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

(j) The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Units and the Building. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Building.

(k) No article (including, but not limited to, garbage cans, bottles or mats) may be placed in any of the passageways, public halls, elevators, vestibules, corridors or stairways of the Condominium, nor may any fire exit be obstructed in any manner.

(l) Unit Owners, residents, occupants, tenants, agents, servants, licensees or their guests are not permitted to play in, exercise or use for any unintended purposes, the entrances, passageways, public halls, vestibules, corridors and stairways of the Condominium.

(m) No public hall of the Condominium is permitted to be decorated or furnished by any Unit Owner in any manner.

(n) The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Residential Area of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Residential Units.

(o) No baby carriages, strollers, bicycles, scooters, or similar vehicles shall be allowed to stand in the public halls, passageways, or other Residential Areas of the Building.

(p) No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases of the Residential Area of the Building, nor shall any fire exit thereof be obstructed in any manner.

(q) Nothing shall be hung or shaken from any doors, windows, balconies or terraces, or placed upon the exterior window sills, of the Residential Area of the Building, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance there from. The Common Elements, General Residential Units' and Individual Unit's Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(r) There shall be no playing or lounging in the elevators, entrances, passageways, public halls, vestibules, corridors, or stairways, of the

Residential Area of the Building, except in designated recreational areas, if any, or other areas designated as such in the Declaration or by the Board.

(s) The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements and/or General Residential Units' Limited Common Elements that may be devoted to storage, recreation, or service purposes in the Residential Area of the Building.

(t) Nothing shall be done or kept in any Residential Unit or in the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board. No Residential Unit Owner shall permit anything to be done or kept in their Residential Unit or in the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Residential Unit Owner or any of the Residential Unit Owner's family members, tenants, agents, servants, employees, licenses, or visitors shall, at any time, bring into or keep in their Residential Unit or Common Areas any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Residential Unit or the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit.

(u) No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from their Residential Unit or the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a Compact Disk Player, IPod, computer, phonograph, radio, television set, or other similar equipment in such Residential Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M.

(v) No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or approved by the Board of Managers.

(w) No Residential Unit Owner shall install any plantings in the Common Elements or the Individual Residential Limited Common Elements that are for the exclusive use of an individual Residential Unit without the prior written approval of the Board. It shall be the responsibility of the Residential Unit Owner to maintain all plantings in the Residential Units and Individual Residential Unit's Limited Common Elements to prevent any damage to floors, walls or any other part of the Building. Residential Unit Owners shall pay for the cost of any repairs rendered necessary, or damage caused, by such plantings.

(x) The balconies and terraces designated as Individual Residential Unit's Limited Common Elements, are not permitted to be used for storage and are not permitted to be enclosed. No barbecuing is permitted on any balcony and/or terrace unless barbequing is not in violation of any municipal or fire code and prior written approval is received by the Board of Managers. All drains located on a balcony and/or terrace must be kept open at all times. No above ground pools, hot tubs or similar type of equipment are permitted on any balcony, terrace or any rooftop area.

(y) No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers.

(z) No sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or By-Laws or shall have been approved in writing by the Board of Managers or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.

(aa) 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 electrical equipment.

(bb) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the owner of such Residential Unit.

(cc) Each Residential Unit Owner shall keep their Residential Unit and any Individual Residential Unit's Limited Common Elements that are for the exclusive use of an individual Residential Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

(dd) The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Residential Unit at any reasonable hour of the day, on at least one day's prior 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 control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

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

(ff) If any key or keys are entrusted by a Residential Unit Owner, by any family member thereof, or by their agent, tenant, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Residential Unit Owner's Unit, automobile or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Board nor the Managing Agent shall (Except as provided in Rule (s) above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(gg) No Residential Unit Owner of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

(hh) The Board of Managers shall, at the request of a mortgagee of the Residential Unit, report any delinquent assessments due from the Owner of such Residential Unit.

(ii) Every Residential Unit Owner shall be liable for any and all damage to the Common Elements, which shall be caused by said Residential Unit Owner, the Residential Unit Owner's permitted lessees and occupants of Residential Units, their respective family members and guests and such other person for whose conduct the Residential Unit Owner is legally responsible.

(jj) Residential Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the Managing Agent with respect to services provided and the management of the Building.

(kk) Residential Unit Owners will be permitted to keep dogs, cats or other common household pets in their Residential Unit subject to the provisions of this regulation. The foregoing notwithstanding, no breed or mix of dog, including American Pit Bulls, Terrier or Rottweiler, deemed to be dangerous to the safety of the residents of the Condominium shall be permitted to be kept or harbored in the Condominium or any Residential Unit. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium. No animals may be kept or maintained in a Residential Unit for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Managers. All Residential Unit Owners shall advise the Board of Managers of any household pet intended to be kept in their Residential Unit prior to the household pet residing therein. In addition to the above restrictions, the Board of Managers shall have the right to further adopt additional rules and regulations regarding pets including, but not limited to limiting the number, size and type of pet including but not limited to the type of breed of such pet permitted to be kept in a Residential Unit. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to any Common Elements of the Condominium.

(ll) All Residential Unit Owners shall keep their thermostats at a minimum of 60 degrees Fahrenheit to prevent freezing of pipes. Any Residential Unit Owner failing to adhere to this requirement shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Unit.

(mm) No window guards or window decorations (other than curtains and window treatments which conform to the By-Laws) are permitted to be used in or about any Residential Unit, unless otherwise required by law, except such as will have been approved in writing by the Board of Managers. The Board of Managers shall have the right to designate or approve a contractor to do any of such work at the Residential Unit Owners' sole expense. In no event however, shall any exterior glass surface of any windows of a Residential Unit be colored or painted. In the event window guards are required in a Residential Unit, the cost of installing the window guards shall be the sole responsibility of the Residential Unit Owner.

(nn) Corridor or stair doors are required to be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

(oo) No group tour or exhibition of any Residential Unit or its contents may be conducted, nor will any auction sale or other sale of contents be permitted to be held in any Residential Unit, without the prior consent of the Board of Managers.

(pp) The following rules and regulations shall be applicable to the elevator(s) in the Building:

1. The elevator shall be used exclusively by the Residential Unit Owners, all occupants of the Residential Unit, all tenants, licensees and guests of the Residential Unit and all permitted individuals and service personnel permitted by the Residential Unit Owner.

2. The elevator of the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Residential Units or halls and floors of the Condominium.

3. No article (including, but not limited to, garbage cans, bottles or mats) may be placed in a elevator.

4. Residential Unit Owners, residents, guests, tenants, clients, employees, licensee or occupants are not permitted to play in or exercise in the elevator of the Condominium.

5. The elevator or elevator cabs are not permitted to be decorated or furnished by any Residential Unit Owner in any manner.

6. All vendors, contractors, sub-contractors and other personal transporting of any equipment, appliances, furniture, plants or other fixtures to a Residential Unit must utilize the elevator at times designated for such purpose by the Board of Managers. All Residential Unit Owners, tenants or other residents of the Building moving in or out or transporting any equipment, appliances, furniture

or plants or other fixtures must utilize the elevator at times designated for such purpose by the Board of Managers. The Board of Managers may charge a move in and/or move out fee.

7. Repairs and maintenance of an elevator will be a Common Expense of the Condominium.

8. The Board of Managers shall be authorized to adopt separate rules and regulations regarding the elevator for use as a service elevator including hours of operation, a move in and move out fee and such other rules and regulations to insure the efficient operation of the elevator.

(qq) No structural additions, alterations or improvements to a Storage Space will be permitted.

(rr) Any consent or approval given under these Rules and Regulations applicable to the Residential Units may be amended, modified, added to, or repealed at any time by resolution of the Members of the Board. Any such consent or approval may, in the discretion of the Members of the Board or the Managing Agent, be conditional in nature.

(ss) Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to any Managing Agent.

(tt) The terraces and/or balconies areas designated as Individual Residential Unit's Limited Common Elements are not permitted to be used for storage, are not permitted to be enclosed and are not permitted to be used for any type of occupancy. No barbecuing is permitted on the terraces, balconies and/ or rear patio areas or any other area of the Common Elements unless permitted by the Board of Managers and as long as said barbecuing is not in violation of any City, fire or administrative code. All drains located on a balcony and/or terrace areas must be kept open at all times.

(uu) No television or radio receiving device or any other type of receiving or transmitting device shall be erected on the exterior or roof of the Building or on any Individual Residential Unit's Limited Common Element without the prior written consent of the Board of Managers. The Board of Managers may adopt such rules and regulations pertaining to satellite dishes so as to comply with current Federal Communications Commission rules.

(vv) Any Residential Unit Owner who mortgages or sells or leases their Unit shall immediately notify the Board of Managers, providing the name and address of the new mortgagee new Residential Unit Owner or tenant within thirty (30) days of the closing of the mortgage, within thirty (30) days

of the execution of the Purchase Agreement of the sale of the Unit for the new Purchaser or thirty (30) days prior to any tenant occupying the Residential Unit, whichever is applicable and subject to the Board of Managers' right of first refusal as provided for in Article XI of these By-Laws.

(ww) Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sub-lessees or licensees are not permitted at any time or for any reason whatsoever to enter upon or attempt to enter upon the roofs of the Building except for the portion of the roof used for passive recreational use by the Residential Unit Owners. The Board of Managers shall have the right to adopt rules and regulations regarding the use and times of operation of the portion of the roof used for passive recreational use by the Residential Unit Owners including requiring a deposit for any damage caused to said area and charging a fee for said use. No barbequing is permitted on the portion of the roof used for passive recreational use by the Residential Unit Owners, unless barbequing is not in violation of any municipal or fire code and prior written approval is received by the Board of Managers.

(xx) No Residential Unit Owner shall make any changes, additions or alterations to a Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Building and/or Residential Unit that will prevent or delay the issuance of a Permanent Certificate of Occupancy or Temporary Certificate of Occupancy. No Residential Unit Owner shall make any changes, additions or alterations to a Residential Unit that will prevent the renewal or extension of a Temporary Certificate of Occupancy and/or a Permanent Certificate of Occupancy for the Residential Unit or Building. Any Residential Unit Owner making such change, addition and/or alteration shall be solely liable and responsible and shall pay all costs and expenses required to replace and/or repair the Residential Unit as may be required by the Department of Buildings of the City of Glen Cove or any other City, State or Municipal agency so that the Residential Unit and/or Building shall obtain a renewal or extension of a Temporary Certificate of Occupancy and/or the issuance of a Permanent Certificate of Occupancy. In the event the Residential Unit Owner fails to replace and/or repair the Residential Unit so as to obtain an extension or renewal of a Temporary Certificate of Occupancy and/or issuance of a Permanent Certificate of Occupancy, the Board of Managers of the Condominium shall have the right to enter into and upon the Residential Unit upon reasonable notice and make all necessary changes required to obtain an extension or renewal of a Temporary Certificate of Occupancy or the issuance of a Permanent Certificate of Occupancy. All costs and expenses, including reasonable legal fees, incurred by the Condominium shall be charged to the Residential Unit Owner as an additional Common

Charge to the Residential Unit Owner.

(yy) The Board of Managers shall have the right to promulgate rules and regulations regarding the moving in and/or moving out of the Building by a Residential Unit Owner including the right to charge a move in and/or move out fee to said Residential Unit Owner.

(zz) The Board of Managers shall have the right to promulgate rules and regulations regarding the fitness room and spa located on the cellar level, the amenity terraces located on the second floor and the rooftop and any other common facility being utilized by all Residential Unit Owners, including requiring a deposit for any damage caused thereto and charging a fee for said use. No barbequing is permitted on the recreational rooftop, unless barbequing is not in violation of any municipal or fire code and prior written approval is received by the Board of Managers.

(aaa) The Board of Managers shall have the right to promulgate rules and regulations regarding the Laundry Room Area located on the cellar level, including requiring a deposit for any damage caused thereto.

Section 3. Violations of Rules and Regulations.

(a) Upon receipt, by the President of the Board of Managers or by the Managing Agent, of a signed written complaint alleging violation of any of the Rules and Regulations or other provisions of the By-Laws or the Declaration of Condominium as herein established or hereafter established or adopted by the Board of Managers, the Board of Managers shall make a determination as to the validity of the complaint.

(b) If, it is determined that the complaint is valid and justified the Managing Agent, if any, or the Board of Managers if no Managing Agent, shall be directed to send written notice to the violator levying a reasonable fine as determined by the Board of Managers upon the violator and instructing the violator to stop, curtail, correct or eliminate the violation, if applicable, within a period of three (3) days from the date of receipt of such notice. Such fine is to be considered as an additional Common Charge obligation to the account of the violator and shall be treated as such regarding late penalties and a lien upon the Property as elsewhere provided for in the Declaration of Condominium or By-Laws. If the violation is not stopped, curtailed, corrected or eliminated, the Board of Managers may assess additional fines in an amount determined by the Board of Managers and may continue to levy additional fines in an amount determined by the Board of Managers every thirty (30) days thereafter. The initial fine and any additional fines shall be cumulative. If the violation results in loss of or damage to property classified as a Common Element, the Board of Managers shall itself or direct a Managing Agent, if employed, to have

said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional Common Charge.

(c) In addition to the right to issue fines for violations of the Rules and Regulations as provided above the Board of Managers shall be entitled to any other remedies that may be available to the Board of Managers to enforce the Declaration of Condominium, the By-Laws and/or the Rules and Regulations of the Condominium.

Section 4. Costs.

Any costs incurred by the Board of Managers to remedy or cure any violation of the Rules and Regulations, By-Laws or Declaration of Condominium as herein or hereafter established, shall be an additional Common Charge charged to the violator in addition to the fine(s) levied upon the violator as described in Article VIII, Section 5 of the By-Laws. In the event a Unit Owner's tenant violates the provisions of any Rule and Regulation or any other provision of the By-Laws, fines may be levied against a Unit Owner's tenant, and the Unit Owner shall be jointly and severally liable with the Unit Owner's tenant for the payment of same.

In the event the Board of Managers institutes legal action for the collection of any fines for the enforcement of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit.

Section 5. Board of Managers Right to Change Rules and Regulations.

Except as may be otherwise provided in this Article VIII, the Board of Managers shall have the following rights:

(a) The Board of Managers reserves the right to rescind, alter, waive or add, as to one or more or further all Unit Owners, occupants, lessees, guests and any other person residing in the Building, any Rule or Regulation at any time prescribed for the Condominium when, in the reasonable judgment of the Board of Managers, the Board of Managers deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium or the preservation of good order therein, or for the operation or maintenance of the Condominium or the equipment thereof, or the comfort of the Unit Owners, occupants or others in the Condominium. No rescission, alteration, waiver or addition of any Rule or Regulation in respect of one Unit Owner, occupant lessee, guest or other person residing in the Building will operate as a rescission, alteration or waiver in respect of any other Unit Owner. Any rescission, alteration, waiver or addition to the Rules and Regulations that is solely

applicable to the Residential Unit requires the written approval of a majority of the Residential Unit Members of the Board of Managers.

(b) Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board of Managers. Further, any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

Section 6. Sponsor.

The above provisions shall not apply to the Sponsor unless required: (a) to comply with applicable laws or regulations, or (b) to remedy any notice of violation.

Section 7. Complaints

Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to the Managing Agent.

ARTICLE IX. DEFAULT

In the event a Unit Owner does not pay any Common Charges, Special Assessments, fines, late fees or any other sums, charges or assessments required to be paid when due, as determined by the Board of Managers, the Board of Managers, acting on behalf of the Condominium shall notify the Unit Owner and the mortgagee, if any, of such Unit and may place a lien on such Unit pursuant to the provisions of Section 339-z of the Real Property Law of the State of New York.

In the event a Unit Owner does not remit payment of their Common Charges, Special Assessments, or any other sums, charges or assessments required to be paid when due the Unit Owner shall be required to pay all late fees and other fees as provided for in Article VI, Section 2 of these By-Laws.

The Board of Managers may take action to foreclose any lien for past due Common Charges in accordance with Section 339-aa of the Real Property Law or otherwise. During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to judgment of foreclosure and sale and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same.

The Board of Managers (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges Special Assessments, fines, late fees or any other sums, charges or assessments determined

by the Board of Managers at the option of the Board of Managers, without foreclosing or waiving the lien securing such or other sums, charges or assessments determined by the Board of Managers at the option of the Board of Managers. In such an event the Unit Owner shall be liable for the reasonable costs and reasonable attorney's fee incurred by it incident to the collection of the delinquent Common Charges.

Notwithstanding anything contained herein regarding the Common Charges, Special Assessments, fines and late fees, any foreclosure by a holder of an Institutional Mortgage shall be subject to the provisions of Article VI, Section 2 of these By-Laws.

ARTICLE X. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by not less than sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration. In addition the following shall apply to amendments to the By-Laws:

(a) No amendment shall be passed which will affect or impair the validity of the Unit Owners' interest in a Unit.

(b) No amendment, modification, addition or deletion of, to or from the By-Laws or any Rules and Regulations shall be effective in any way against Sponsor or its designee, assignee or successor or any Unsold Unit, as long as the Sponsor, its designee, assignee or successor owns an Unsold Unit in the Condominium unless Sponsor, its designee, assignee or successor has given its prior written consent thereto. This provision is not subject to amendment.

(c) The Board of Managers shall have the right to amend these By-Laws without the consent of the Unit Owners to make corrections to the By-Laws that are patent errors, inconsistencies, scrivener's errors and technical errors. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers to amend these By-Laws for said purposes.

(d) No amendment to the By-Laws shall be passed which shall impair or prejudice the validity, interest, rights and priorities of a mortgagee.

(e) The Sponsor shall have the right to amend the By-Laws without the consent of the Unit Owners or the Board of Managers to (a) make corrections that are patent errors, inconsistencies, scrivener's errors or technical errors, to conform to other documents, or (b) to make changes or revisions to comply with the requests, guidelines and/or requirements of

any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (c) to reduce the Sponsor control period of the Board of Managers, or (d) to comply with any federal, state or local law or regulation that may affect the Condominium. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Declarant, its successors, assigns and purchasers of undeveloped or unsold Units to amend these By-Laws for said purposes.

(f) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the General or Individual Residential Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Units contained in Article XI of these By-Laws; imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit Owner's Unit; a decision by the Condominium to establish self management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or in the event condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to these By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

ARTICLE XI. SELLING, MORTGAGING AND LEASING UNIT

Section 1. Selling and Leasing Residential Units.

Any Residential Unit may be conveyed subject to local zoning ordinances, by its Residential Unit Owner free of any restrictions except that no Residential Unit Owner shall convey, mortgage, pledge, hypothecate or sell their Residential Unit unless and until all unpaid Common Charges, Special Assessments and any other fees or charges owed the Condominium that have been assessed against the Residential Unit Owner's Residential Unit shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of a Residential Unit. In addition, all sales are subject to the right of first refusal of the Board of Managers as provided for in Section 2 hereof.

Any Unit Owner may convey the Unit Owner's Unit and Percentage of Common Interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board of Managers or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit.

Any Residential Unit may be leased subject to the leasing requirements contained in Section 7 of this Article XI and subject to the Board of Managers' right of first refusal as provided in Section 2 of this Article XI. In addition, any Residential Unit Owner who wishes to enter into a lease for the Residential Unit Owner's Residential Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease at least thirty (30) days prior to its execution. All Residential Unit Owners who wish to enter into a new lease for the Residential Unit Owner's Residential Unit shall be required to submit all documentation required by the Board of Managers as set forth in Section 7 below to the Managing Agent or the Board of Managers in the absence of a Managing Agent. All leases must comply with all the requirements contained in Section 7 below. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium.

The provisions of this section shall not apply to the acquisition or sale of a Residential Unit by a mortgagee who shall acquire title to such Residential Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagees.

Whenever the term "Unit" is referred to in this section, it shall include the Unit, the Unit Owner's undivided Percentage of Common Interest in the Common Elements and the Unit Owners' interest in any Residential Units acquired by the Board of Managers.

Any sale or lease of any Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 2. Right of First Refusal

No Residential Unit Owner (hereinafter "Residential Unit Owner"), other than Sponsor, its successors, assigns or designees, may sell or lease their Residential Unit except by complying with the following provisions:

Any Residential Unit Owner who receives a bona fide offer to (a) purchase the Residential Unit Owner's Residential Unit together with (i) the undivided interest in the Common Elements appurtenant thereto, and (ii) the interest of such Residential Unit Owner in any Residential Unit theretofore acquired by the Board of Managers or the Board of Manager's designee on behalf of all Residential Unit Owners, or Residential Unit Owner's interest in the proceeds of sale or lease of such Residential Unit, if any, or (b) lease the Residential Unit Owner's Residential Unit, such an offer to purchase or lease a Residential Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror" and the Residential Unit Owner to whom the Outside Offer is made is called the "Offeree Residential Unit Owner". In the event the Residential Unit Owner intends to accept the Outside Offer, the Residential Unit Owner must give notice by certified or registered mail to the Board of Managers of the receipt of such Outside Offer. Said notice shall state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require. The giving of such notice to the Board of Managers shall constitute an offer by such Residential Unit Owner to sell the Residential Unit Owner's Residential Unit or Lease the Residential Unit Owner's Residential Unit to the Board of Managers or its designee, corporate or otherwise, on behalf of all other Residential Unit Owners, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Offeree Residential Unit Owner who has received such Outside Offer to the Board of Managers, on behalf of all Residential Unit Owners, that such Residential Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Residential Unit Owner shall submit in writing such further information with respect thereto as the Board of Managers may reasonably request. Not later than ten (10) days after the later of the receipt of such notice or such further information as may have been requested by the Board of Managers, the Board of Managers may elect, by sending written notice to such Offeree Residential Unit Owner before the expiration of said ten (10) day period, by certified or registered mail, return receipt requested, to purchase such Residential Unit or to lease such Residential Unit, as the case may be, or to cause the same to be purchased or leased by its designee (corporate or otherwise), on behalf of all Residential Unit Owners on the same terms and conditions as contained in the Outside Offer and stated in the notice from the Offeree Residential Unit Owner.

In the event the Board of Managers shall timely elect to purchase any such Residential Unit or to Lease such Residential Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or lease shall be executed at the office of the attorneys for the Condominium, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by the

Board of Managers of its election to accept such offer. If, pursuant to such Outside Offer to purchase such Residential Unit, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Residential Unit Owner's existing mortgage or mortgages, the Board of Managers may purchase the Residential Unit and assume to take title to the Residential Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Residential Unit Owner, if such Residential Unit is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and other documents and/or documentary stamps affixed at the expense of such Residential Unit Owner, who shall also pay all the taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interests, if any, and the Common Charges shall be apportioned between the Offeree Residential Unit Owner and the Board of Managers, or its designee (corporate or otherwise), as of the closing date. In the event such Residential Unit is to be leased, the Offeree Residential Unit Owner shall execute and deliver to the Board of Managers, or to its designee (corporate or otherwise), a lease between the Offeree Residential Unit Owner, as Landlord, and the Board of Managers, or its designee (corporate or otherwise), as Tenant, covering such Residential Unit for the rental and terms contained in such Outside Offer.

In the event the Board of Managers or its designee shall fail to accept such offer within twenty (20) days after receipt of such notice, as aforesaid, or in the event the Board of Managers shall, prior thereto, waive such right of first refusal in accordance with Sections 3 and 4 of this Article, the Offeree Residential Unit Owner shall be free to accept the Outside Offer within a sixty (60) day period after (i) notice of refusal is sent or (ii) the expiration of the period in which the Board of Managers or its designee might have accepted such offer, as the case may be. In the event the Offeree Residential Unit Owner shall not, within such sixty (60) day period, accept in writing the Outside Offer, or if the Offeree Residential Unit Owner shall accept the Outside Offer within such sixty (60) day period, but such sale or lease, as the case may be, shall not be consummated, then should such Offeree Residential Unit Owner thereafter elect to sell such Residential Unit or lease such Residential Unit, as the case may be, the Offeree Residential Unit Owner shall be required to again comply with all the terms and conditions of this Section.

Any deed to an Outside Offeror shall provide that the acceptance thereof by the Outside Offeror shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

Any lease executed in connection with the acceptance of an Outside Offer to lease a Residential Unit shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended, or assigned without the prior written consent of the Board of Managers; the tenant shall not assign the tenant's interest in such Lease or sublet the demised premises or any part thereof without the prior written consent of

the Board of Managers; and the Board of Managers 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 (i) a default by the tenant to perform its obligations under such lease or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

Except as herein above set forth, the form of any such lease executed by the Board of Managers, or an Outside Offeror, shall be the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain such other modifications as shall be approved in writing by the Board of Managers. Any lease executed by the Board of Managers, as tenant, shall provide that the Board of Managers may enter into a sublease of the premises without the consent of the landlord.

Any purported sale or lease of a Residential Unit in violation of this section shall be voidable at the election of the Board of Managers and, if the Board of Managers shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Board of Managers to commence legal proceedings to evict the purported tenant (in the case of an unauthorized leasing) in the name of the said Residential Unit Owner as the purported landlord. Said Residential Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions of Section 2 of this Article XI shall not apply to Sponsor-owned Residential Units, any mortgagee acquiring title to a Residential Unit, in a foreclosure or otherwise. The Sponsor, its successors, assignees or designees; any mortgagee acquiring title to a Residential Unit in a foreclosure shall have the right to freely sell their Residential Unit or to freely lease all or any part thereof without first having to offer the same for sale or lease to the Board of Managers.

Section 3. Release or Waiver by Board of Managers of the Right of First Refusal.

The right of first refusal contained in Section 2 of this Article XI may be released or waived by the Board of Managers only in the manner provided in this Section 3 of Article XI. In the event the Board of Managers shall release or waive its right of first refusal as to any Residential Unit, such Residential Unit may be sold, conveyed or leased free and clear of the provisions of said Sections 1 and 2 and all other restrictions, except that no Residential Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease the Residential Unit Owner's Residential Unit also owned by the Residential Unit Owner, unless and until all unpaid Common Charges assessed against the Residential Unit Owner's Residential Unit, shall have been paid to the Board of Managers and all provisions regarding rentals as provided for in Section 7 of this Article XI are met. However, such unpaid Common Charges can be paid out of the proceeds from the sale of a Residential Unit or by the Purchaser of the Residential Unit. Further, a Residential Unit Owner may convey the Residential Unit Owner's Residential

Unit, the Residential Unit Owner's Common Interest appurtenant thereto to the Board of Managers on behalf of all Residential Unit Owners free of any cost to the Board of Managers or the Residential Unit Owners, and upon such conveyance such Residential Unit Owner shall not be liable for any Common Charges thereafter accruing against such Residential Unit. Any sale or lease of any Residential Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 4. Certificate of Termination of Right of First Refusal.

A certificate executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 2 of this Article XI have been met by a Residential Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Board of Managers, and that as a result thereof the rights of the Board of Managers thereunder shall terminate, shall be conclusive upon the Board of Managers and the Residential Unit Owners in favor of all persons who rely upon such certificate in good faith. The Board of Managers shall furnish, without charge, such certificate upon request to any Residential Unit Owner with respect to whom the provisions of such section have, in fact, terminated.

Section 5. Financing of Purchase of Residential Unit by Board of Managers.

The purchase of a Residential Unit by the Board of Managers or its designee, on behalf of all Residential Unit Owners, may be made from funds deposited in the capital and or expense account of the Condominium. If the funds in such accounts are insufficient to effectuate any such purchase, the Board of Managers may levy an assessment against each Residential Unit Owner, in proportion to each Residential Unit's square footage to the overall square footage of all the Residential Units, as reflected in Schedule B of the Declaration, as a Special Assessment of just the Residential Units, and/or the Board of Managers may in its discretion finance the acquisition of the Residential Unit; provided, however, that no such financing may be secured by an encumbrance, or an hypothecation of any portion of the Property other than the Residential Unit to be purchased. If financed all costs of the financing and any debt service on the financing shall be paid solely by the Residential Unit Owners in proportion to each Residential Unit's square footage to the overall square footage of all the Residential Units, as reflected in Schedule B of the Declaration, as a Special Assessment of just the Residential Units.

Section 6. Exceptions.

The provisions of Section 2 of this Article XI shall not apply with respect to any lease, sale or conveyance of a Residential Unit by (a) the Residential Unit Owner thereof to the Residential Unit Owner's spouse, adult children, parents, parents-in-law, adult siblings, or any one or more of them, (b) to any devisee or beneficiary as a result of the death of the Residential Unit Owner, pursuant to a Will or by operation of law, should the Residential Unit Owner die Intestate or (c) the Sponsor, its successor,

assignee or its designee, (d) the Board of Managers, or (e) any proper officer conducting the sale of the Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit, or delivering a deed in lieu of such foreclosure; provided, however, that the new Residential Unit Owner shall be bound by, and the Residential Unit Owner's Residential Unit subject to, the provisions of this Article.

Section 7. Leasing Requirements for Residential Units.

In addition to the right of first refusal detailed in Section 2 above, every lease on every Residential Unit in the Condominium is subject to the following rules and regulations, regardless of whether stated in the lease:

(a) No later than thirty (30) days prior to execution of a lease, the Residential Unit Owner must provide the Board of Managers of the Condominium with a copy of the lease, name of the proposed tenant and terms of the lease, credit and background check (including criminal background), a minimum of two (2) referrals and any other information that may be requested by the Board of Managers;

(b) the lease must be in writing;

(c) the lease must be for the entire Residential Unit;

(d) the lease must be for a minimum term of twelve (12) months. Renewal terms shall also have a minimum of twelve (12) months.

(e) the form of the lease and any renewal lease must contain a provision that the tenant has thoroughly read and agrees to be subject to the Declaration, the By-Laws and Rules and Regulations of the Condominium and agrees to accept the power of attorney of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the Rules and Regulations of the Condominium and agrees to be jointly and severally liable with the Residential Unit Owner for any and all fines and costs levied against the tenant for any violation of the provisions of the Rules and Regulations, By-Laws and/or Declaration of Condominium;

(f) the use of the premises is subject to the Declaration, the By-Laws and the Rules and Regulations of the entire Condominium;

(g) within thirty (30) days of occupancy by the tenant or renewal of any lease, the name and telephone number of the tenant, together with a clear and complete copy of the executed lease, must be furnished to the Managing Agent or if no Managing Agent to a Member of the Board of Managers of the Condominium;

(h) the Residential Unit cannot be used as a motel or hotel or otherwise for transient tenants;

(i) no Residential Unit Owner, Resident or tenant shall be permitted to place any signs for rent in or on the Residential Unit or the Common Elements of the Condominium;

(j) all leases and tenants are subject to all municipal requirements applicable to rentals, if any; and

(k) if any Residential Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including any Rules and Regulations, the Board of Managers of the Condominium may bring an action in its own name or in the name of the Residential Unit Owner, or both, to have the tenant evicted or to recover damages, or both.

The Board of Managers, in its sole discretion, may add or change any of the criteria in this Section 7 with respect to the requirements of leasing Residential Units.

In order to carry out the provisions of this Article XI and pursuant to the provisions of Article Fifteenth of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

The foregoing restrictions of Sections 1, 2 and 7 of this Article XI shall not apply to Sponsor owned Residential Units or any mortgagee acquiring title to a Unit, in a foreclosure or otherwise. The Sponsor, its successors, assignees or designees; any mortgagee acquiring title to a Unit in a foreclosure or otherwise shall have the right to

freely sell their Unit or to freely lease all or any part thereof as long as the lease and use by a tenant is in compliance with the permitted use of the Unit under applicable zoning and occupancy requirements.

Section 8. Waiver of Partition Rights.

The Residential Unit Owners waive all of their voting rights concerning partition respecting any Residential Unit acquired by the Board of Managers in accordance with this Article.

Section 9. Gifts, etc.

Any Residential Unit Owner may convey or transfer their Residential Unit owned by such Residential Unit Owner by gift during the Residential Unit Owner's lifetime or devise their Residential Unit owned by such Residential Unit Owner by will or pass the same by intestacy, without restriction.

Section 10. Tenant Bound by Declaration.

By becoming a tenant, each tenant agrees to be bound by the Declaration, the By-Laws and the other Rules and Regulations of the Condominium, and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

Section 11. Lenders.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (c), (e), (f), (g), (h), (i), (j) and (k) of Section 7 of this Article XI shall apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent purchaser from the first mortgage lender is subject to all the terms of this Article XI. In addition the provisions of Article Thirteenth of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of a Unit by the mortgagee.

Section 12. Sponsor.

The foregoing restrictions of Sections 1, 2 and 7 of this Article XI shall not apply to Sponsor owned Residential Units. The Sponsor, its successors, assignees or designees shall have the right to freely sell their Unit or to freely lease all or any part thereof without any interference or any restrictions by the Board of Managers as long as

the lease and use by a tenant is in compliance with the permitted use of the Unit under applicable zoning and occupancy requirements.

Section 13. Section 339-kk of the Real Property Law.

Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying Residential Unit Owner who rents any Residential Unit in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Residential Unit within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the condominium association. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant to this provision of the By-Laws.

ARTICLE XII. ARBITRATION

Section 1. Procedure.

Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the local jurisdiction of the Condominium in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in Nassau County before one arbitrator appointed, upon the application of any party by the Real Estate Board of New York.

Section 2. Variation by Agreement.

The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. Binding Effect.

The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. Costs and Expenses.

The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

All costs and expenses paid or incurred by the Condominium Board of Managers in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses shall constitute Common Expenses.

ARTICLE XIII. CONDEMNATION

In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $250,000 and to the Board of Managers if the award is $250,000 or less, to be distributed in accordance with Section 3 of Article VII but in the following amounts:

(a) So much of the award as is applicable to the General Common Elements, to the Unit Owners pro rata according to the respective Percentage of Common Interest appurtenant to the Unit owned by such Unit Owners.

(b) So much of the award as is applicable to an Individual Residential Unit's Limited Common Element to the Unit Owner having general use of such Individual Residential Unit's Limited Common Element.

In such eminent domain or condemnation proceeding the Board of Managers shall request that the award shall set forth the amount allocated to General Common Elements and to each Individual Residential Unit's Limited Common Element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to the arbitration in accordance with Article XIII of these By-Laws. Any condemnation or eminent domain award shall require that any proceeds applicable to a Unit be applied first to a first mortgagee of a Unit as its interest may appear.

ARTICLE XIV. SPONSOR RIGHTS

Section 1. Sales/Rentals.

The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sales and rental offices in and about the Condominium, including any Unsold Units located within the Condominium Building or elsewhere throughout the project, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show

the Units to prospective purchasers or tenants, to utilize the Common Elements, no matter how classified, and without limitation, to do any and all things necessary incident to the sale or rental of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

Section 2. Signs/Ingress/Egress.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to construct, sell and lease the Units, or any other property, development or community the Sponsor, its successors, assigns or designees so prescribe. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium no matter how classified.

Section 3. Additional Rights.

The Sponsor, its successor, assignees, designees, nominees and agents shall, in addition to the above, have any additional rights afforded to the Sponsor, its successors, assignees, designees, nominees and agents in these By-Laws, Rules and Regulations and the Declaration of Condominium.

Section 4. Amendment

This Article XV may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one (1) or more unsold Units.

ARTICLE XV. MISCELLANEOUS

Section 1. Insurance.

Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in a Unit Owner's Unit which will increase the insurance rates on the Unit or any other Unit or on the Common Elements.

Section 2. Severability.

Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 3. Notice to Condominium.

A Unit Owner, who mortgages the Unit Owner's Unit, shall notify the Condominium through the management agent, if any, or the President of the Board of Managers in the event there is no management agent, of the name and address of the

Unit Owner's mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Unit".

Section 4. Notice of Unpaid Assessments.

The Board of Managers shall at the request of a mortgagee of a Unit, report any unpaid Common Charges due from the Unit Owner of such Unit.

Section 5. Examination of Books and Records.

Every Unit Owner or the Unit Owner's representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board of Managers at convenient hours on weekdays (except legal holidays) but not more often than once a month. Said hours are to be determined by the Board of Managers or Managing Agent.

Section 6. Costs of Legal Action

In the event the Board of Managers institutes any legal action for the enforcement of any of the provisions of the Declaration of the Condominium, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Board of Managers on behalf of the Condominium, plus interest and costs of suit.

Section 7. Reports to Residential Unit Owners

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

(a) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall be certified while the Sponsor retains a majority of the Members of the Board of Managers and such statement shall be provided within four (4) months of the end of each fiscal year;

(b) prior notice of the annual Unit Owners meeting; and

(c) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

During the period Sponsor retains control of the Board of Managers of the Condominium, the Sponsor shall be required to provide certified financial statements for the Condominium. The cost of such reports shall be a Condominium expense. In addition, during said period the Sponsor will be required to provide a Certification of

Adequacy of the budget for the Condominium from a Managing Agent or other expert who is unaffiliated with the Sponsor.

Section 8. Construction.

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Section 9. Compliance with Article 9-B.

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or of the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control

SCHEDULE K-1

DECLARATION OF COVENANTS AND RESTRICTIONS OF MASTER ASSOCIATION

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

DECLARANT: **RXR GLEN ISLE PARTNERS, LLC**

DATE OF DECLARATION:

Record and Return to:

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Sponsor
90 Merrick Avenue
East Meadow, New York 11554

Attn: IRA J. ADLER, ESQ.

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES & LIENS

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	2
ARTICLE 2	PROPERTY SUBJECT TO THIS DECLARATION	6
ARTICLE 3	MASTER ASSOCIATION	7
ARTICLE 4	SIGNAGE AND LEASES	9
ARTICLE 5	EASEMENTS	10
ARTICLE 6	RULES AND REGULATIONS	11
ARTICLE 7	OBLIGATIONS	12
ARTICLE 8	ASSESSMENTS	13
ARTICLE 9	INDEMNIFICATION OF OFFICERS AND DIRECTORS/INDEMNIFICATION OF DECLARANT	18
ARTICLE 10	INSURANCE AND CONDEMNATION	19
ARTICLE 11	USE RESTRICTIONS	20
ARTICLE 12	ENFORCEMENTS AND REMEDIES	23
ARTICLE 13	MODIFICATIONS, SUPPLEMENTS AND AMENDMENTS	25
ARTICLE 14	GENERAL PROVISIONS	28

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES & LIENS

THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES & LIENS ("Declaration") is made and entered into as of this__ day of _____ , 20__ by RXR Glen Isle Partners, LLC, a New York limited liability company, whose address is 625 RXR Plaza, Uniondale, New York 11551 hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of those certain parcels of real property located in the City of Glen Cove, Nassau County, New York described on Exhibit "A," which Declarant intends to develop into an integrated, mixed-use community to be known as "Garvies Point" (the "Properties" or "Community") which will include Condominiums, residential rental buildings, and other commercial, retail, and mixed-use parcels (the "Blocks" or "Parcels"), all as hereinafter described; and

WHEREAS, Declarant is desirous of (i) imposing restrictions in connection with the development, ownership and use of the Blocks of the Properties and (ii) providing for the preservation of the values and amenities in said Community; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Community and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said Community to create an agency to which should be delegated and assigned the powers granted in Article 3.7 of this Declaration, including administering and enforcing the covenants and restrictions applicable to the Properties and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated Garvies Point Master Association, Inc. under the Not-For-Profit Corporation laws of the State of New York for the purpose of exercising the aforesaid functions;

NOW THEREFORE, the Declarant, for itself, its successors, assigns, and/or designees, declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE 1

DEFINITIONS

1.1 Definitions. The following terms used in this Declaration shall have the following meanings:

1.1.1 "Applicable Law" means all laws, rules, regulations, codes and ordinances of the United States, the State of New York, the County and the City, applicable to the ownership, operation and use of the Properties.

1.1.2 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed by the Association against the Blocks for the purposes set forth herein, including any Special Assessments and Individual Assessments.

1.1.3 "Association" or "Master Association" means the "Garvies Point Master Association, Inc., a New York not-for-profit corporation," or any successor thereto.

1.1.4 "Board" or "Board of Directors" means the Board of Directors of the Master Association.

1.1.5 "Building" or "Buildings" means the building(s) located within the Properties which will contain condominiums, residential rentals, commercial and retail.

1.1.6 "By-Laws" means the By-Laws of the Master Association, as amended from time to time.

1.1.7 "City" means the City of Glen Cove, New York.

1.1.8 "Commercial Parcel" means any commercial and/or retail spaces located within the Properties, which are intended to be developed and used primarily for commercial, restaurant, retail, office, marine and/or other purposes. Notwithstanding anything to the contrary contained herein, the designation of the Commercial Parcel(s) is assigned only for convenience of reference, and is not intended, nor shall it be deemed, to limit or otherwise restrict the permitted uses thereof. Subject to the provisions of this Declaration, the Commercial Parcels may be used for any lawful purpose, including (without limitation) for retail, restaurant, office, and commercial purposes.

1.1.9 "Commercial Parcel Leases" means a lease of all or any portion of a Parcel.

1.1.10 "Commercial Parcel Lessees" means a lessee of all or any portion of a Block.

1.1.11 "Commercial" Parcel Owner" means the Owner of one or more Commercial Blocks.

1.1.12 "Common Expenses" means those expenses, costs and disbursements described in Article 8.

1.1.13 "Condominium," or "Condominium Block," means any condominium regime located on a Block within the Properties.

1.1.14 "Condominium Regime" means the entity responsible for the maintenance and operation of a Condominium.

1.1.15 "County" means Nassau County, New York.

1.1.16 "Declarant" means and refers to RXR Glen Isle Partners, LLC, a New York limited liability company, its successors and such assigns who acquire all or any portion of the Properties from the Declarant so long as the Declarant transfers, licenses or assigns such rights of Declarant hereunder, or any one or more of such rights, to any such person or entity by an express written assignment, license or transfer executed by the existing Declarant. Declarant may assign, license or transfer all or any portion of its rights hereunder, or all or any portion of such rights in connection with specific portions of the Properties. In the event of any partial transfer, license or assignment by Declarant, the assignee, licensee or transferee shall not be deemed the Declarant, but may exercise such rights of the Declarant as are specifically assigned, licensed or transferred to it, if any. Any such assignment, license or transfer may be made on a nonexclusive basis. In the event the holder of any mortgage executed by the Declarant, or any subsidiary or affiliate of the holder, obtains title to all or any portion of the Properties by foreclosure, or deed in lieu thereof, or other conveyance, such holder, or subsidiary or affiliate of the holder, shall become the Declarant only if it so elects by written notice to the Board, but regardless of such election, the holder, or subsidiary or affiliate of the holder, shall have the right to assign, license or transfer any of the rights of the Declarant as provided herein to any third party who acquires title to all or a portion of the Properties from the holder, or subsidiary or affiliate of the holder. In any event, any subsequent Declarant shall not be liable for any defaults or obligations incurred by any prior Declarant, except as same are expressly assumed by the subsequent Declarant.

1.1.17 "Declarants Permitees" means the Declarants members, officers, directors, managers, partners, lenders, employees, agents, contractors, subcontractors, suppliers, lessees, licensees, guests and invitees (and the officers, directors, shareholders, members, managers and employees thereof).

1.1.18 "Declaration" and "this Declaration" means this instrument, as it may be amended from time to time, together with any Supplemental Declaration.

1.1.19 "Easement Beneficiaries" means the Owners, the Members, the Declarant, the Master Association, the Condominium Regimes and their Unit Owners, and their families, tenants, licensees, guests, invitees, members, agents, employees, contractors and Institutional Mortgagees, and, in the case of Owners which are corporations, partnerships, or trusts, the officers and directors, partners and

beneficiaries (as the case may be) thereof, a fiduciary or beneficiary of an Owner which is a trust, or occupants named or described in a lease or sublease.

1.1.20 "Family" or words of similar import shall be deemed to include a spouse, child, parent, brother, sister, grandchild and other persons permanently cohabiting the Unit together with the Owner or permitted occupant thereof.

1.1.21 "General Assessment" means the share of funds for the payment of Common Expenses, which from time to time are assessed to the Blocks pursuant to Section 8.8.

1.1.22 "Individual Assessment" means an assessment levied by the Board or the Master Association against any Block or Unit for the purposes described in Section 8.11.

1.1.23 "Institutional Mortgagee" means a bank, credit union, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the FNMA, the FHLMC or any other lender generally recognized as an institutional lender, or the Declarant, holding a first mortgage on a Condominium, Block, or a Unit.

1.1.24 "Land" means the lands described in attached Exhibit "A" and all additions or supplements thereto, now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

1.1.25 "Member" or "Members" means those persons who are members of the Master Association, as provided in the Articles and By-Laws. "Advisory Member" or "Advisory Members" shall be those Members who may attend meetings of the membership but which shall not have any voting rights.

1.1.26 "Mezzanine Lender" shall mean the holder of a pledge of equity interests in Declarant or any Unit Owner.

1.1.27 "Owner" or "Owners" means the person or persons, or legal entity or entities, including the Declarant, holding fee simple interests of record to all or any portion of a Block, or to a Unit, including sellers under executory contracts of sale, but excluding those having such interests merely as security for the performance of an obligation.

1.1.28 "Parcel" or "Block" - means each of the Condominium, residential rental and Commercial Parcels located on the Properties and shown on the site plan of the Properties as "Blocks."

1.1.29 "Parcel or Block Owner" means each of the Owner(s) of a Parcel. In the case of a Condominium Block the owners of the Individual Units are collectively the "Block Owner" but the Board of Mangers of the Condominium shall be the Block Owner for all interactions with the Master Association.

1.1.30 "Percentage Shares" means the relative percentage share of Common Expenses allocated the Blocks, pursuant to Section 8.2 of this Declaration.

1.1.31 "Phase II Property" shall mean and refer additional parcels located adjacent or in the vicinity of the Properties which Declarant may bring within the scheme of this Declaration in which event the properties will include such additional parcels.

1.1.32 "Properties" or "Community" - means the Land, together with all improvements now or hereafter thereon, and any and all additions or supplements thereto, now or hereafter made subject to this Declaration.

1.1.33 "Public Amenities Parcel" shall mean the twenty-eight (28) acre waterfront and community parcel which will be owned and maintained by the Glen Cove Industrial Development Agency ("GCIDA").

1.1.34 "Public Use Improvements" means the facilities located on the Public Amenities Parcel.

1.1.35 "Rules and Regulations" means the rules and regulations, if any, as established, and as amended from time to time, by the Board of the Master Association pursuant to Article 6.

1.1.36 "Special Assessment' means an Assessment levied by the Board against a Unit or Block for the purposes described in Section 8.9.

1.1.37 "Sub-Parcel" means those portions of a Parcel or Block that are subject to exclusive ownership. For purposes of this Declaration, each Sub-Parcel shall be deemed a Sub-Parcel of the Parcel in which such Sub-Parcel is located. As of the initial date of this Declaration, there are no such Sub-Parcels.

1.1.38 "Supplemental Declaration" means an instrument executed by the Declarant and recorded in the Nassau County Clerk's Office for the purpose of adding to the Properties, subject to this Declaration, designating a portion of the Properties as Common Areas or Limited Common Areas hereunder, or for any other purposes provided in this Declaration.

1.1.39 "Unit" or "Units" means those portions of a Condominium building which are subject to exclusive ownership.

1.1.40 "Voting Member" or "Voting Members" means those Members who have voting rights, as provided in the By-Laws.

1.1.41 "Workforce Housing Parcel" means any Parcel located on the Properties which are intended to be developed as housing for individuals with incomes ranging from eighty (80%) percent and one-hundred thirty (130%) percent of the area medium income or as otherwise established by the Contract of Sale of Land for Private

Development dated May 14, 2003 as amended. Such housing may be either rental or Condominiums.

The foregoing definitions shall be applicable to this Declaration and to any amendment to this Declaration or Supplemental Declaration, unless otherwise expressly provided herein or therein to the contrary.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all those plots, pieces or parcels of land situate, lying and being in the City of Glen Cove, County of Nassau and State of New York, being more particularly bounded and described in Exhibit A annexed hereto.

2.2 Additions to the Properties. The Declarant shall have the right, at its sole option, to annex and bring within the scheme of this Declaration additional parcels located adjacent to or in the vicinity of the Properties ("Phase II Property") , in any configuration, so that such property shall become subject to the terms and conditions of this Declaration.

The Declarant, its successor and assigns, shall not be obligated to bring the additional property within the scheme of this Declaration.

The additions authorized under this subsection shall be made by the Declarant without the consent of the Master Association or its Members, by the recording in the Nassau County Clerk's Office of Supplementary Declaration(s) of Covenants, Restrictions, Easements, Charges and Liens with respect to the additional Property, which shall extend the scheme of the Covenants, Restrictions, Easements, Charges and Liens of this Declaration to such Properties.

Such Supplementary Declaration may contain such complimentary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the added Property as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the Covenants, Restrictions, Easements, Charges and Liens establishing this Declaration within the Properties.

In the event Declarant elects not to bring any portion of the Phase II Property into the Master Association, the Declarant, its successors, assigns and/or designees may still use any private roadways on the Properties for ingress and egress to such adjacent parcels and tie into sewer, drainage, water and utility lines in the Properties provided the Owners of the Phase II Property pay their pro rata share for maintenance of the other facilities being used.

The provisions of this Article II, Section 2 may not be amended without the written consent of Declarant or its successors and assigns.

ARTICLE 3

THE MASTER ASSOCIATION

3.1 Formation. Prior to the recording of this Declaration, Declarant has caused the Master Association to be formed, by the filing of the Certificate of Incorporation in the office of the Secretary of State of the State of New York. The purpose and powers of the Master Association shall be all of the purposes and powers set forth in this Declaration and in the Certificate of Incorporation and By-Laws. The Master Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration.

3.2 Membership. The Declarant, a Condominium Regime, and the Owners shall automatically be Members of the Master Association. The membership of an Owner is appurtenant to the Block or Unit and is transferred automatically by conveyance of title to the Block or Unit, and by recording a deed in the Nassau County Clerk's Office evidencing such transfer of ownership. Membership shall continue until such time as the Owner of the Block or Unit transfers or conveys its interest in the Block or Unit of record or the interest is transferred and conveyed by operation of law. No one other than the Declarant, a Condominium Regime, and the Owners, may be a voting Member of the Master Association, and membership in the Master Association may not be transferred except by the transfer of title to a Block or Unit; provided, however, that the foregoing does not prohibit the assignment of membership and voting rights by any Owner who is a contract seller to such Owner's vendee in possession. No person or entity holding an interest of any type or nature whatsoever in a Block or a Unit only as the security for performance of an obligation shall be a Member of the Master Association.

3.3 Voting. The Master Association shall have two (2) classes of voting membership:

Class A and Class B. Except as set forth below, The Class A Members shall be the (i) Condominium Regimes on the Properties and (ii) the Owner(s) of Block(s) on the Properties that contain residential rental Apartments. The Class B Member shall be the Declarant. The Class C Advisory Members shall be the Owners of Blocks F, G, (Workforce Housing Blocks), K, D, J (Commercial Blocks) and the Restaurant Block on the filed subdivision map(s) of the Properties, who shall not be Voting Members. Each voting Member is entitled to one (1) vote at all meetings of the Master Association irrespective of the number of Blocks owned by such Member.

Notwithstanding anything to the contrary contained herein, in the event that any Block(s) is submitted to Condominium ownership, the Condominium Regime governing such Condominium shall be the Voting Member and shall have the same voting rights and the same rights to elect directors, as did the Owner(s) of such Block(s).

3.4 Co-Ownership. Notwithstanding anything herein to the contrary, if more than one (1) person or entity owns an interest in a Block, there shall only be one voting Member for any such Block and said Member shall be entitled to cast the vote(s) respectively allocated such Block herein. Such vote may be exercised as the co-Owners determine among themselves, but no split vote is permitted among co-Owners. Prior to any meeting at which a vote is to be taken, the co-Owners of any Block not submitted to Condominium ownership must file with the secretary of the Master Association the name of the Voting Member to be entitled to vote at such meeting, which shall be applicable to all votes until rescinded.

3.5 Class B Termination. The Class B membership will terminate and convert automatically to a Class A membership (if the Declarant then owns any Block) and/or to a Class C Advisory membership (if the Declarant then owns any Units), or both (if the Declarant then owns any Block and any Units), upon the happening of any of the following, whichever occurs first:

3.5.1 The Declarant records a disclaimer of its Class B membership in the Nassau County Clerk's Office; or

3.5.2 Thirty (30) days after one hundred (100%) of the Units and Blocks (including any Sub-Parcels located therein) have been conveyed or assigned, as applicable, to Owners other than the Declarant.

Upon termination of the Class B membership, all provisions of this Declaration, the Articles, or By-Laws referring to Class B membership will be of no further force or effect.

3.6 Administration of the Master Association. The affairs of the Master Association shall be administered by the Board of Directors in accordance with this Declaration and the Certificate of Incorporation, By-Laws and Rules and Regulations. The Certificate of Incorporation, By-Laws and Rules and Regulations may be amended, from time to time.

3.7 Scope of Power. The Master Association, acting through the Board, shall also have the power and duty to:

3.7.1 Collect the amounts payable to the Glen Cove Industrial Development Agency ("GCIDA") for the maintenance and operation of the Public Amenities parcel and remit same to the GCIDA as required in the Garvies Point Continuing Covenants Agreement.

3.7.2 Enforce the covenants set forth in the Declaration.

3.7.3 Take such other action which the Board shall deem advisable with respect to the Properties as may be permitted hereunder or under Applicable Law.

ARTICLE 4

SIGNAGE AND LEASES

4.1 Exterior Signage. To the fullest extent permitted under Applicable Law, the Declarant may, from time to time, designate certain portions of the Properties as areas for the placement of signage, including (without limitation) free-standing signage and signage areas along or adjacent to the surfaces of the exterior walls of the Buildings; the exclusive right to place signage on any portion of the signage areas located within the Properties, so that the Owner of such Block(s) or Unit(s) may, from time to time, to the fullest extent permitted by Applicable Law, incorporate and use such areas for signage, whether relating to the operations from the Unit or Block, or otherwise. Any such assignment shall vest the assignee with the exclusive right to use (and not title to) such signage right(s) and signage area(s), as an appurtenance to such Owners Block or Unit, as applicable. Such exclusive rights of use shall pass with title to the Block or Unit, unless separately assigned by the Owner thereof to another Unit or Block, or to any tenant thereof, and may be included into any lease of the Unit or in any lease of all or any portion of a Block. The Owner(s) to which any such signage areas are assigned shall be responsible for the overall maintenance and appearance of such signage areas, and for all maintenance and other matters pertaining to the signage placed thereon. The Master Association shall have control over all signage and no signage may be installed without the consent of the Board of Directors of the Master Association. All signage must be standardized and all Owners must comply with such standards imposed by the Board of Directors.

4.2 Commercial Parcel Leases. The Owner of a Block, or any Sub-Parcel, located therein may from time to time enter into a lease with a Commercial Parcel Lessee for all or any portions of its Block or Sub-Parcel, upon such terms and conditions as may be acceptable to such Owner, in its sole and absolute discretion. Any and all consideration received under the Block Lease shall belong exclusively to the Owner of the applicable Block or Sub-Parcel and no other person or entity including, without limitation, the Master Association, or the other Owners shall have any claim or right thereto. However, such leases must be in accord with all City of Glen Cove approvals and the Master Development Agreement. The premises covered by a Commercial Parcel Lease shall be utilized for the use and benefit of the Commercial Parcel Lessee and its guests, licensees and invitees. Each Owner or the Commercial Parcel Lessee shall be responsible for the management, maintenance and operation of the premises covered by its Commercial Parcel Lease.

4.3 Acquisition and Sale of Property. The Master Association shall have the power and authority to acquire or divest itself of interests in real and personal property as it may, in its sole discretion, deem beneficial to its Members. Such interest, if any, may include fee simple or other absolute ownership interests, leaseholds or such other possessory use interests as the Master Association may, in its sole discretion, determine to be beneficial to its Members.

ARTICLE 5

EASEMENTS

5.1 Easement Grants. Declarant hereby establishes, creates, and grants the easements as provided below. The easements described below shall be perpetual and non-exclusive and shall be appurtenant to the Condominium Regimes or Blocks benefited thereby. All rights to use the easements granted herein shall be subject to the provisions of this Declaration and the Rules and Regulations.

5.1.1 Easements for Utility Facilities. Each portion of the Properties, including a Condominium Regime, shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, exhausts, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Condominium, the Blocks and other portions of the Properties.

5.1.2 Easements for Maintenance, Operation, Repair and Rebuilding. Easements in favor of Declarant, the Owners of the Blocks, the Master Association, the Condominium Regimes(s) and the Commercial Parcel Lessees, over, under, through and across such portions of the Properties as may be necessary or desirable to perform their obligations to maintain, modify, repair, restore, refurbish, replace or rebuild (including but not limited to painting and other decorating), those portions of the Properties which are to be administered or maintained by such party, pursuant to this Declaration or under any Commercial Parcel Lease.

5.1.3 Easements for Signage. Easements in favor of the Declarant, the Owner(s) and tenants of the Blocks, and any Sub-Parcels located therein, and the Master Association for directional, advertising, promotional or other signage, architectural features, and other structures overhanging or on a Block or other portions of the Properties, as initially constructed by Declarant, including the right to move, repair, replace, after, add to or expand the same. The Owners to which signage rights and signage areas are assigned pursuant to Section 4.5 of this Declaration shall have all easements over the Common Areas as may, from time to time, be necessary or desirable to install, use, maintain and replace any signage permitted thereon. As set forth in Section 4.5 all signage must be standardized and each Owner must comply with such standards.

5.1.4 Construction, Sales and Leasing. The Declarant (and its agents, employees, contractors, subcontractors, suppliers, successors, assignees and/or designees shall have an easement of ingress and egress over and across the Properties for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Properties for the purposes of advertising the sale or lease of Units and Blocks (including Sub-Parcels) or other portions of the Properties.

5.1.5 Additional Easements in favor of Declarant. The Declarant and its affiliates, and their respective employees and agents, shall have the right from time to time to enter upon the Common Areas and any other portions of the Properties for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities elsewhere on the Properties that Declarant and its affiliates or designees elect to effect, and to use, without charge, for sales, displays and signs or for any other purpose during the period of construction, sale and leasing of Units or Blocks (including Sub-Parcels). Without limiting the generality of the foregoing, Declarant and its affiliates shall have the specific right to maintain upon any portion of the Properties sales, administrative, construction or other offices and exclusive and non-exclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and their successors, assigns, employees and contractors, for these purposes.

5.2 Extent of Easements. The rights and easements of enjoyment of Easement Beneficiaries created hereby shall be subject to the following:

5.2.1 The terms and provisions set forth in this Declaration.

5.2.2 The right and duty of the Master Association to levy Assessments against each Block and each Unit.

5.2.3 The right of the Master Association to take such steps as it may determine are reasonably necessary to protect the Properties.

5.2.4 The right of the Master Association to adopt and to enforce, at any time and from time to time, the Rules and Regulations, including the right to fine Owners as hereinafter provided. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

5.2.5 The rights of the Owners, as elsewhere provided in this Declaration.

ARTICLE 6

RULES AND REGULATIONS

6.1 Rules and Regulations Governing Use of the Properties. Subject to the rights reserved by the Declarant in this Declaration, the Master Association shall have the absolute right to regulate the use of the Properties, and may from time to time modify, amend and supplement the Rules and Regulations set forth in Article 11; provided, however, that the Condominium Regimes governing any Condominium Block within the Properties shall have the power to manage, maintain, and operate such Condominium in accordance with the provisions of this Declaration and Applicable Law. A current copy of the Rules and Regulations established hereunder, as set forth in

Article 11, and any modifications, amendments or supplements thereto, shall be made available at the request of any Easement Beneficiary. The Board of Directors may adopt additional Rules and Regulations.

6.2 Enforcement of Rules and Regulations. The Master Association shall have the authority to enforce the Rules and Regulations, and the other restrictions imposed by this Declaration, in any manner provided in Article 12.

ARTICLE 7

OBLIGATIONS

7.1 Declarant Obligations. Without limiting the generality of the foregoing, the Master Association shall assume all of Declarant's and its affiliates' responsibilities to all Federal, State and local governments, and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Properties (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City, County and/or State of New York, as same may be amended, modified or interpreted from time to time) and the Master Association shall indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Master Association's failure to fulfill those responsibilities.

7.2 Condominium Regime Responsibilities. The Condominium Regime(s) shall maintain or shall cause to be maintained all Common Elements located within a Condominium in a neat, orderly and attractive manner, and shall pay all assessments, trash removal expenses, and water, sewer, electrical and other utility charges which are attributable solely to a Condominium.

7.3 Owner Responsibilities. Each Owner including, without limitation, each Owner of a Unit or Block, shall maintain or shall cause to be maintained all portions of its Unit or Block, in a neat, orderly and attractive manner.

7.4 Contractors. The Master Association, the Owner(s) of each Block and the Condominium Regime(s) shall each have the right to contract with other parties, including affiliates, management companies and other service providers, for providing services to perform any or all of their responsibilities set forth in this Section. However, in order to provide uniformity in the overall Community, the Owners of all Blocks must retain the same landscape and snow removal contractor as is retained by The Master Association. All costs and expenses incurred by the Master Association pursuant to any such contracts shall constitute Common Expenses.

7.5 Responsibility for Wrongful Acts. Notwithstanding anything contained in this Declaration, the expense of any maintenance, repair or construction of any portion of the Properties, necessitated by the negligent or willful acts of any Owner or other Easement Beneficiary, or their family or guests shall be borne solely by such Owner or

other Easement Beneficiary and their Unit, or the Blocks, if any, shall be subject to an Individual Assessment for such expense.

7.6 Failure to Maintain. If a Condominium Regime, or any Owner, or any other party shall fail to maintain any portion of the Properties in the manner required hereunder, the Master Association may send written notice to such defaulting party and, if such obligations are not performed by the defaulting party within 30 days from the receipt of such notice, or such additional time as may be reasonably required to cure such failure then, in addition to such other remedies as may be available under this Declaration, the Master Association shall have the right (without limiting any other rights that may be available) to enter upon the property in question and perform such duties; provided, however, that such entry shall be during reasonable hours and only after five (5) days' prior written notice. The party having failed to perform its maintenance duties shall be liable to the Master Association for the costs of performing such remedial work and shall pay a surcharge of not more than twenty-five percent (25%) of the cost of the applicable remedial work, all such sums to be payable upon demand and to be secured by the lien provided for in Article 8 hereof. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Master Association in its sole discretion. There is hereby created an easement in favor of the Master Association, and its applicable designees over each applicable portion of the Properties for the purpose of entering onto thereon in the performance of the work herein described, provided that the notice requirements of this Section are complied with.

7.7 Common Expenses. The payments due under the Garvies Point Continuing Covenants Agreement between RXR Glen Isle Partners LLC and GCIDA for maintenance and operation of the Public Amenities Parcel by the GCIDA shall be collected by the Master Association from its Members and remitted to the GCIDA. Such funds shall constitute Common Expenses.

ARTICLE 8

ASSESSMENTS

8.1 Common Expenses. With the exception of the Workforce Housing Blocks discussed below, the Owners shall pay all of the Common Expenses of the Association.

8.2 Allocation of Common Expenses. The Board of Directors of the Master Association shall, on a yearly basis, allocate the Common Expenses among the Blocks and the Condominium Block(s) based upon (i) the amount imposed by GCIDA under the Garvies Point Continuing Covenants Agreement for maintenance and operation of the Public Amenities parcel, and (ii) such other factors that the Board of Directors may in good faith deem relevant. To the maximum extent permitted under Applicable Law, the Master Association shall have the power to modify, if necessary, the allocation of expenses during any calendar year based on the foregoing factors. In accordance with the requirements of the City of Glen Cove, the Workforce Housing Parcels are not

responsible for Association Assessments. The Owners of such Blocks are only responsible for the costs of maintaining their own Parcel.

As a result, the Workforce Housing Parcels will not be assigned a percentage of common interest and Section 8.3 below reflects such fact.

8.3 Percentage Shares of Assessments. Subject to the terms of Section 8.2 above, the Assessments for the Common Expenses shall be assessed to the Condominium Regimes and the Blocks based on the following percentages of common interest:

BLOCK	% COMMON INTEREST
H	17.0%
H Retail	.25%
I	20.0%
E	9.0%
F (Workforce)	None
G (Workforce)	None
A	33.0%
B	16.0%
D	2.25%
J	2.0%
Restaurant	0.5%

8.4 Special Allocations. If any provision hereof or in any Supplemental Declaration provides for an allocation of the Assessments provided for herein or therein among the Units, and the Parcels in a manner other than as set forth above, then the allocation provided for elsewhere herein or in such instrument shall apply to that portion of the Common Expenses attributable to those Assessments.

8.5 Creation of the Lien and Personal Obligation. The Declarant, for each parcel then subject to the Declaration of Covenants, Restrictions, Easements, Charges and Liens owned by it within The Properties, hereby covenants and each Owner of any Block by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association such Common Expenses as are fixed by the association's Board of directors and assessed to the Owners as herein provided. All sums assessed by the Association but unpaid, together with such interest thereon and the cost of collection thereof, shall be a

charge on the land and shall be a continuing lien upon the Parcel owned by such Owner against which each such Common Expenses is made.

8.6 Liability for Assessments and Charges .

8.6.1 An Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due with respect to its Unit, or Block while it is the Owner. Neither the Declarant's lender nor the lenders, if any, of the Blocks, shall be liable for any Assessments unless and until any such lender acquires title to the applicable Block, at which time any such lender shall be liable for all Assessments accruing to such Block after the date it acquires title. As set forth in Section 8.12 the Board of Managers of each Condominium Regime is responsible to the Master Association for all Assessments and not the individual Unit Owners.

8.6.2 Assessments shall be a superior lien to all other liens, except tax or assessment liens by the taxing subdivision of any government authority, including but not limited to state, county, city and school taxing agencies and first mortgage liens in favor of Institutional Mortgagees.

8.7 General Assessments.

8.7.1 General Assessments shall be determined annually for the purpose of payment of Common Expenses based upon the budget prepared by GCIDA.

8.7.2 The Master Association shall estimate the Common Expenses for the upcoming year and may assess the Owners, in the manner set forth in Section 8.2, sufficient monies to meet this estimate. Should the Master Association at any time determine that the Assessments are not sufficient to pay the Common Expenses, or in the event of emergency, the Master Association shall have the authority to levy and collect Special Assessments for such purpose. All notices of Assessments from the Master Association to the Owners shall designate when they are due and payable. All General Assessments shall be charged as set forth in Section 8.2 of this Declaration, and any Condominium Regime's share of such General Assessment of a Condominium shall be divided between the Units based upon their "percentage interests" in the common elements in the Condominium, as set forth in their Declaration of Condominium.

8.7.3 General Assessments shall be payable monthly in advance. A General Assessment shall be considered delinquent if not paid within ten (10) days after the due date specified by the Master Association.

8.8 Special Assessments.

8.8.1 The Master Association may levy a Special Assessment against all Owners for the acquisition of personal property and other required expenses.

8.8.2 All notices of Special Assessments from the Master Association to the Owners shall designate when the Assessment is due and payable. All Special Assessments shall be charged in accordance with Section 8.3 of this Declaration and any Condominium Regime's share of such Special Assessment shall be divided between the Units in the Condominium based upon their "percentage interests," as set forth in the Declaration of Condominium.

8.8.3 Special Assessments shall be collectible in such manner as the Master Association shall determine. A Special Assessment shall be considered delinquent if not paid within ten (10) days after the due date specified by the Master Association.

8.9 Individual Assessments. The Master Association may levy an Individual Assessment against a particular Unit, or Block for the cost of:

8.9.1 Any maintenance, repairs, replacements, or for fines imposed by the Master Association pursuant to Section 12.1 when, in the Master Association's sole judgment, an Owner's failure or refusal to perform has impaired the use or value of any portion of the Properties, or poses a safety hazard or the Owner, its tenants, Unit Owners, or invitees has caused damage to the Properties, the Master Association has a right of entry into all portions of the Condominium and the Blocks including, without limitation, any individual Units therein, to perform repairs, replacements, or to cure any violation of this Declaration or the Rules and Regulations, including the right to abate or eliminate any nuisance; or

The Master Association may levy an Individual Assessment against a particular Unit, or Block and the cost of any Individual Assessment shall include an administrative fee charged by the Master Association in an amount to be determined from time to time by the Board in its sole discretion.

8.10 Condominium. The Board of Managers of any Condominium Regime on the Properties shall collect all assessments and other sums due the Master Association as part of the Condominium Common Charges from the Unit Owners thereof. The Condominium Regime will remit one-twelfth ($1/12^{th}$) of the annual assessments to the Master Association on a monthly basis. The Master Association shall notify the Board of Managers of the Condominium Regime, by written notice given at least thirty (30) days in advance, of any changes in the amounts of the assessments due it or the frequency at which they are to be collected. The aforesaid notice period shall also apply to capital improvement assessments. A Condominium Regime shall not be required to record liens or take any other actions with regard to delinquencies in assessments payable to the Master Association unless the Master Association gives it written notice of its election to have it do so. In the event that the Master Association does however make such election, then all of the Master Association's rights of enforcement provided in this Declaration shall be deemed to have automatically vested in the Board of Managers of the Condominium Regime, but all costs and expenses of exercising such rights shall nevertheless be paid by the Master Association (which shall be entitled to receive payment of any such costs and expenses which are ultimately recovered). In the event of

a failure of the Condominium Regime to budget or assess its members for expenses allocated as aforesaid, the Master Association shall be entitled to pursue all available legal and equitable remedies against the Condominium Regime or, without waiving its right to the foregoing, specially assess the members of the Condominium Regime and their Units for the sums due (such Special Assessments, as all others, to be secured by the lien provided for in this Declaration).

8.11 Effect of Non-payment of Assessments.

8.11.1 Any Assessment that is unpaid for more than ten (10) days after the date it is due shall bear interest, from the date when due, until the date it is paid, at a rate equal to the lesser of (i) sixteen percent (16%) per annum or (ii) the highest rate allowable under Applicable Law. In addition, the Owner of any Block or Unit, with respect to which an Assessment is overdue by more than ten (10) days, will be required by the Master Association to pay a late charge equal to the greater of one hundred dollars ($100) or five percent (5%) of the amount of the delinquent Assessment, to compensate the Master Association for the added administrative expense resulting from the delinquency. Any and all such amounts shall become a continuing lien on the Block or Unit against which the Assessment is made upon recording of a claim of lien in the Nassau County Clerk's Office, and shall also be the continuing personal obligation of the Owner of such Block or Unit at the time of the Assessment.

8.11.2 If the Assessment is not paid within thirty (30) days after the due date, the Master Association may, at any time thereafter, accelerate the entire amount due for the period for which the Assessment was made, and declare the same immediately due and payable. The Master Association may also record a lien in the Nassau County Clerk's Office setting forth the amount of the unpaid Assessment and the rate of interest due thereon. The Master Association may at any time thereafter bring an action to foreclose the lien against the Block or Unit and/or a suit on the personal obligation against the Owner or Owners, and there shall be added to the amount of such Assessment the cost of such action (including reasonable attorneys fees and costs through all appellate levels) and, in the event a judgment is obtained, such judgment shall include interest on the Assessment and late charges as provided above, together with the costs of the action.

8.11.3 In the event that a check given to the Master Association for payment of an Assessment, or for payment of any sums due hereunder shall be dishonored for any reason whatsoever, the Master Association shall have the right, in its sole discretion, to charge an administrative fee which shall, in no event, exceed one hundred dollars ($100.00). This fee shall be deemed to be a part of the Assessment, shall be secured by the lien of the Assessment against the affected Block or Unit, and may be enforced in the same manner as any other Assessment.

8.12 Lien of Mortgages. Except as hereafter provided, any mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure is not liable for the unpaid Assessments that became due prior to the mortgagee's acquisition of title. The foregoing limitation of liability shall apply to any

purchaser at a foreclosure sale of a first mortgage held by an Institutional Mortgagee, regardless of whether the purchaser is the holder of the foreclosed mortgage. A mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of any of the Assessments coming due during the period of such ownership. No sale or transfer shall relieve any Unit from liability for any Assessment thereafter becoming due, or from the lien of any such subsequent Assessment.

ARTICLE 9

INDEMNIFICATION OF OFFICERS AND DIRECTORS/INDEMNIFICATION OF DECLARANT

9.1 Indemnity. Each Owner, hereby indemnifies and saves harmless all other Owners, from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from the Unit, or the Block that is owned by it, or with respect to which except to the extent caused by the act or negligence of another Owner and in such event only as to such other Owner whose act or negligence is excepted.

9.1.1 Indemnification of Officers and Board of Directors. Every officer and member of the Board of Directors of the Master Association shall be indemnified by the Master Association and the other Easement Beneficiaries against all expenses and liability, including attorneys' fees through all appeals, reasonably incurred by or imposed upon such person in connection with any proceeding to which such person may be a party or in which such person may become involved by reason of their being or having been an officer or member of the Board of Directors, whether or not such person is an officer or member of the Board of Directors at the time such expenses are incurred, except in such cases wherein the officer or member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of such person's duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer or member of the Board of Directors seeking such reimbursement or indemnification herein shall apply only if the Master Association approves such settlement and reimbursement as being in the best interest of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or member of the Board of Directors may be entitled under the Certificate of Incorporation or By-Laws of the Master Association.

ARTICLE 10

INSURANCE AND CONDEMNATION

10.1 Fidelity insurance. The Master Association shall obtain fidelity insurance covering all persons who control or disburse funds on behalf of the Master Association, such insurance to be in an amount not less than three (3) times the total monthly Assessments plus the amount estimated to be held in reserve accounts at the end of the then current calendar year.

10.2 Other Insurance. The Master Association shall obtain such other insurance as the Master Association shall determine from time to time to be desirable including acts and omissions coverage for members of the Board of Directors and officers of the Master Association.

10.3 Premiums. Premiums upon insurance policies purchased by the Master Association shall be paid by the Master Association. The cost of insurance premiums and other incidental expenses incurred by the Master Association in administering and carrying out any of the provisions of this Article shall be assessed against and collected from Owners as part of the General Assessments.

10.4 Special Assessments. The amount by which an award of insurance proceeds paid to the Master Association is reduced on account of a deductible clause in an insurance policy shall be assessed against the Owners based on their Percentage Shares. If the proceeds of such Assessments and the insurance are not sufficient to defray the estimated cost of reconstruction, repair or replacement by the Master Association, or if at any time during reconstruction, repair or replacement, or upon completion of reconstruction, repair or replacement, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs.

10.5 Each Owner of a Block and the Owners or lessees of any restaurant, marina, ferry terminal or other structure on the Properties shall be required to obtain and maintain adequate insurance of his structure which shall insure the property for its full replacement value with no deductions for depreciation against loss by fire or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Each Owner shall be required to supply the Board of Directors on an annual basis with evidence of insurance coverage on his structure which complies with the provisions of this Section.

ARTICLE 11

USE RESTRICTIONS

11.1 Nuisances. Nothing shall be done or maintained on any Block, or Unit which may be or become an annoyance or nuisance to the occupants of other portions of the Properties. Any activity on a Block, or Unit which interferes with television, cable or radio reception on another Block, or Unit, as applicable, shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. Notwithstanding the foregoing or anything to the contrary contained herein, in no event shall the operation of any commercial activities within a Block (or any Sub-Parcel located therein), in a manner that is typical and customary for similar commercial parcels in the area surrounding the Properties, or which is otherwise permitted under the terms of this Declaration or under Applicable Law (including, without limitation, commercial parking, valet, retail, commercial, cafe and restaurant-type uses), constitute a nuisance. No activity permitted under the terms of this Declaration shall be deemed to be a nuisance.

11.2 Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

11.3 Exterior Antennas. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Unit if master antennas or satellite dishes have been installed on their building. Notwithstanding the foregoing, upon obtaining the prior written consent of the Master Association, satellite dishes and other devices permitted under Applicable Law, may be installed within the Blocks. To the fullest extent permitted under Applicable Law, the Master Association may enact rules and regulations which prohibit or otherwise restrict individual antennas, including (without limitation): (a) prohibitions or restrictions based on the availability of a central antenna system or other central reception facilities; and (b) requirements that any devices which may be permitted under Applicable Law be of comparable size, weight and appearance, that any such devices be installed and maintained in a manner designed to protect the safety of the Building and its occupants, and that any such devices satisfy reasonable and uniform standards established by the Master Association for architectural appearance purposes.

11.4 Signs. Other than as expressly permitted in this Declaration, no sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of each Block visible from any portion of the Properties without the prior written consent of the Board, except signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction, sale and leasing period and such reasonable signs as Declarant shall authorize with respect to any Unit or Block.

11.5 Outside Items. All street lights, outdoor benches and furniture and signs on the Properties (including but not limited to signs on the buildings and stop signs) shall conform to the type, style and color dictated by the Master Association. No rubbish, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties, except within designated trash receptacles. No linens, clothing, household fabrics, curtains, rugs, or laundry of any kind shall be hung, shaken, dried or aired from any windows, doors, balconies, terraces or other portions of the Properties. No articles shall be placed on balconies, patios or similar areas, unless expressly permitted under this Declaration or approved in writing by the Master Association. The foregoing shall not prevent placing and using patio-type furniture and other similar furnishings in such areas if the same are normally and customarily used for a balcony, patio or terrace area. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Board of Directors shall be final and dispositive.

11.6 Commercial Balconies/Terraces. A Block Owner shall have the right, without the consent or approval of the Association or any other Owner or other party, other than the applicable governmental authorities, if and to the extent such approvals are required, but subject to the provisions set forth in Section 13.4, to make alterations, additions or improvements, structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Block owned by it balconies, terraces, patios, lanais, decks or other areas appurtenant thereto, including (without limitation) the removal of walls, floors, decorative ceilings and other portions thereof, the installation or placement of signage, equipment, furniture, tables, chairs and other furnishings or equipment on any patios and/or terraces appurtenant thereto. The Owner of the Block to which any such additions, alterations or improvements have been made, and its successors and assigns, shall indemnify, defend and hold harmless the Association, the Declarant and all other Owners from any and all claims, losses, damages and expenses arising from such alterations, additions or improvements, and shall be solely responsible for the maintenance, repair and insurance thereof. Notwithstanding the foregoing, any additions, alterations or improvements must comply with all applicable governmental codes, ordinances and other requirements.

11.7 Animal Restrictions. No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on the Properties. No dog, cat or other pet may run loose (unleashed) on the Properties, and the Master Association may from time to time limit the areas designated for such purpose by the Master Association, if any. No person shall be permitted to walk more than two (2) animals at any time on the Properties. Any animal permitted on the Properties pursuant to this subsection must not be a nuisance to the occupants of any Block. All Owners shall be obligated to pick up all solid wastes from their pets and dispose of same appropriately.

11.8 Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on Properties, except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub or tree clippings or plant waste,

metals, bulk material or scrap or refuse or trash shall be kept, except within an enclosed structure appropriately screened from view erected for that purpose, if any, and otherwise in accordance with the approval of the Master Association.

11.9 Temporary Structures. Except as may be used or permitted by the Declarant during periods of construction or renovation, no structure of a temporary nature (including, without limitation, trailers, tents, shacks or mobile offices) shall be located or used within the Properties without the written consent of the Board of Directors.

11.10 Leased Blocks and Units. The Owner of a leased Block or Unit shall be jointly and severally liable with its tenants for any violations of this Declaration or the Rules and Regulations of the Master Association.

11.11 Variances. The Board of Directors of the Master Association shall have the right and power to grant variances from the provisions of this Article 11 and from the Rules and Regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article 11 in any instance in which such variance is not granted.

11.12 Declarant Exemption. Except as may be expressly provided to the contrary in this Declaration, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Declarant's plans for construction, development, use, sale or other disposition of the Properties, or any part thereof. In order that the development of the Properties may be undertaken and the Properties established, neither any Owner, the Master Association, nor a Condominium Regime, shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

11.12.1 Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Properties, or the future development thereof (if any) including, without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (and all models or sketches showing plans for future development of the Properties, as same may be expanded, may be modified by the Declarant at any time and from time to time, without notice); or

11.12.2 Prevent Declarant, its successors or assigns, or its contractors, subcontractors or representatives, successors, assigns and/or designees from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said development, or any future development, and establishing the Properties and disposing of the same e by sale, lease or otherwise; or

11.12.3 Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors assigns, and/or designees it's or their business of developing, subdividing, grading and constructing improvements in the Properties and of disposing of Units, or Blocks, or interests therein, by sale, lease or otherwise; or

11.12.4 Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of structure to be constructed, as part of the Properties; or improvements to be initially constructed, or may in the future

11.12.5 Prevent Declarant, its successors or assigns or its contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any Block, or Unit owned by Declarant (its successors or assigns) or the sale, lease or other marketing of Units, and/or Blocks, or otherwise from taking such other actions deemed appropriate; or

11.12.6 Prevent Declarant, or its successors or assigns from filing Supplemental Declarations which modify or amend this Declaration, or which add additional property as otherwise provided in this Declaration; or

11.12.7 Prevent Declarant from modifying, changing, reconfiguring, removing or otherwise altering any improvements located on the Properties; or

11.12.8 Prevent Declarant from exercising or otherwise utilizing or benefiting from any future development rights which it may have retained with respect to any portion of the Properties.

This Article 11 may not be amended without the written consent of Declarant.

ARTICLE 12

ENFORCEMENTS AND REMEDIES

12.1 Enforcement. This Declaration, the Articles and the By-Laws may be enforced by the Master Association as follows:

12.1.1 Breach of any of the covenants contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Declarant, the Master Association or their successors-in-interest.

12.1.2 The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and constitute a nuisance, and every remedy allowed by law or

equity with respect to nuisances either public or private shall be applicable and may be exercised by the Declarant or the Master Association or their successors-in-interest.

12.1.3 The remedies herein provided for breach of the covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

12.1.4 The failure of the Master Association to enforce any of the covenants contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce the same thereafter.

12.1.5 A breach of the covenants, conditions or restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Unit, or Block; provided, however, that any subsequent Owner of such Unit, or Block shall be bound by said covenants, conditions and restrictions, whether such Owners title was acquired by foreclosure sale or otherwise.

12.1.6 Fines. in addition to all remedies, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner and his Unit, or Block for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Articles or By-Laws, provided the following procedures are adhered to. To the maximum extent permitted under Applicable Law, Declarant shall be exempt from the imposition of fines described in the foregoing sentence.

12.1.7 Notice. The Board of Directors shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board meeting at which time the Owner or occupant may present reasons why fines should not be imposed. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended

(i) Penalties: The Board of Directors may levy reasonable fines, not to exceed $100 per violation, against any Member, Owner or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed the maximum amount, if any, permitted under Applicable Law.

(ii) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(iii) Collection of Fines: To the extent permitted under Applicable Law, Fines shall be treated as an assessment subject to the provisions for the collection of assessments (including, without limitation, those as to liens) as set forth in this Declaration and in the By-Laws.

(iv) Application of Penalties: All monies received from fines shall be allocated as directed by the Board.

12.1.8 Assessments. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Owner because of the failure of the Owner to pay assessments or other charges when due; provided, however, that the Master Association may suspend the voting rights of an Owner for the nonpayment of any General Assessments that are delinquent in excess of ninety (90) days.

12.2 Remedies. Anything to the contrary contained in this Declaration notwithstanding, in the event of a violation or breach of any of the provisions contained in this Declaration, specific performance and/or injunctive relief shall specifically be available, it being agreed that damages would, at best, be difficult to ascertain and would be an inadequate remedy in any event. The fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner or occupant.

12.3 Attorneys' Fees. The prevailing party in any action in connection with this Declaration (whether in tort, contract or otherwise) shall be entitled to the award of court costs and reasonable attorneys' and paralegals fees at all trial and all appellate levels and in connection with all proceedings, whether or not suit is instituted.

ARTICLE 13

MODIFICATIONS, SUPPLEMENTS AND AMENDMENTS

13.1 Legal Descriptions. It is understood that this Declaration may be executed prior to the completion of construction of the improvements on the Blocks, and the remainder of the Properties, and prior to recordation of the Declaration of Condominium for the Condominium Regimes. Accordingly, the legal descriptions attached hereto for the Blocks, and the remainder of the Properties, may be based on a surveyor's determination of the lines dividing the Blocks from the remainder of the Properties, and the actual location may vary somewhat. Therefore, Declarant reserves the right, power and authority by itself, without the joinder of any person or entity whatsoever other than its mortgagee, if any, to modify the legal descriptions of the dividing lines between the Blocks, and the remainder of the Properties, to conform to the "as built" improvements by recording a Supplemental Declaration in the Nassau County Clerk's Office, in which event the legal descriptions for the Blocks, and the remainder of the Properties, set forth in or attached to the Supplemental Declaration in the Nassau County Clerk's Office, shall supersede those attached hereto.

13.2 Relocation of Utility Facilities. If either the Declarant or the Master Association needs or desires from time to time to relocate or add to any of the existing utility facilities serving any Unit or Block and located within a on any portion of the Properties, the party so adding to, changing, rearranging, altering, modifying, relocating or building upon said facilities shall be responsible, at its cost, for adding to, changing, rearranging, altering, modifying, relocating or building upon said facilities shall be responsible, at its cost, for adding to, changing, rearranging, altering, modifying, relocating or building upon such utility facilities, and same shall be accomplished in a manner so as to minimize inconvenience to the Owners and the other Easement Beneficiaries.

13.3 Modification of Easements. Subject to the provisions in this Declaration, each Owner of a Block and each Condominium Regime reserves the right at any time and from time to time, without the need for obtaining consent or approval from the owner(s) of any portions of a Condominium, or the Owners of any other Blocks, or Units, to change, rearrange, alter, modify or otherwise reduce any easements created hereby, provided same does not materially and adversely affect any such other Owner(s). In the event any of same are accomplished with respect to the easement areas located on any Block, same shall automatically release the area which is so changed, rearranged, altered, modified, or otherwise reduced from this Declaration.

13.4 Modifications to the Blocks and the Properties. The buildings and other improvements within a Block shall not be modified in such a way as to materially and adversely affect an Owner of a Unit or other Block. Therefore it is understood and agreed that, after completion of the initial construction, the improvements in a Block shall not be altered to: (a) materially increase the size or volume, (b) materially change the configuration, or (c) increase the square footage, height or setbacks without, in any such case, the consent of the Master Association. In addition, the exterior of the improvements on a Block shall be maintained substantially in the manner in which they were originally constructed and no material change in or to the exterior (such as the color or finishes) of the improvements on a Block shall be permitted without the prior consent of the Master Association and the consent of the Declarant, so long as the Declarant owns a Block or any other portion of the Properties.

13.5 Supplements. During the period in which the Declarant is the Class B Member of the Master Association, and thereafter, to the extent permitted by Applicable Law, the Declarant may, in its sole discretion, from time to time add other property to the provisions of this Declaration by Supplemental Declaration (which shall not require the consent of then existing Owners, Master Association, any Condominium Association, or any other Easement Beneficiaries) and thereby add to the Properties. Nothing in this Declaration shall, however, obligate Declarant to add to the Properties, nor prohibit Declarant from rezoning and changing its development plan with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Block, or Unit and all mortgagees of Owners, by acceptance of a mortgage on any Block, or Unit, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by the Declarant and shall evidence such consent in writing if requested

to do so by the Declarant at any time (providing, however, that the refusal to give such written consent shall not obviate the general effect of this provision).

13.6 Declarant Amendments. During the period in which the Declarant is the Class B Member of the Master Association, and thereafter, to the extent permitted by Applicable Law, this Declaration may be amended by the Declarant to correct any errors or omissions or to effect any other amendments whatsoever, provided such other amendment does not, in the Declarant's sole judgment, have a materially adverse effect on substantial rights of any Institutional Mortgagee who has not consented in writing to the amendment. In addition, during the period in which the Declarant is the Class B Member of the Master Association, and thereafter, to the extent permitted by Applicable Law, the Declarant shall have an absolute right to make any amendments to this Declaration (without any other party's consent or joinder) that are requested or required by the FNMA/ FHLMC, the Government National Mortgagee or any other governmental, quasi-governmental or governmental-chartered entity which owns or expects to own one or more institutional Mortgages encumbering the Properties, or any portion thereof, or to insure the payment of one or more such mortgages, or that are requested or required by any Institutional Mortgagee or prospective Institutional Mortgagee to enhance the marketability of its mortgages to one or more of the foregoing. In addition, as long as it owns any portion of the Properties, the Declarant shall have an absolute right to make any amendments to this Declaration (without any other party's consent or joinder) that are requested or required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or any other governmental, quasi-governmental or government-chartered entity which owns or expects to own one or more first Mortgages within the Properties, or to insure the payment of one or more such mortgages, or that are requested or required by any first Mortgagee or prospective first Mortgagee to enhance the marketability of its mortgages to one or more of the foregoing. Except to the extent otherwise provided in this Declaration, an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Block, or Unit or increase the proportion or percentage by which a Block shares in the Common Expenses unless the record Owner and all record Owners of liens on such Blocks or Units join in the execution of the amendment.

13.7 Owner Amendments. This Declaration may also be amended by an instrument signed by the President of the Master Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes to be cast by all Voting Members, at a duly called meeting thereof; provided, that so long as Declarant or its affiliates is the Owner of any Block affected by this Declaration, and unless prohibited under Applicable Law, Declarant's consent must be obtained if such amendment, in the sole opinion of Declarant, affects its interest. Notwithstanding anything herein contained to the contrary, no amendment may be adopted to this Declaration, the Articles, the By-Laws or any rules and regulations governing the Properties (other than an amendment adopted by the Declarant alone pursuant to any reserved rights it may have under this or any other documents) which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the

Block Owners, without the consent of at least sixty-six and two thirds percent (66⅔%) of all voting interests in the Properties.

13.8 Future Development, Platting and Other Rights. The Declarant reserves, for itself and its successors and assigns, any and all rights, whether now or hereafter existing, relating to any future improvements which may, from time to time, be permitted under Applicable Laws to be developed on any portion of the Properties. Declarant shall be entitled, from time to time, in 'its sole discretion, to re-plat or to further plat or further develop all or any part or parts of the Properties not submitted to condominium ownership, or to transfer any excess density to other portions of the Condominium(s), the Properties, or to any other property whatsoever, to execute a unity of title, declaration or covenant running with the land in lieu of unity of title, or any applications, permits or other documents needed to obtain any governmental approvals in connection therewith, and to file, amend or modify subdivision restrictions and/or amendments thereto with respect to any part or parts of the Properties without the consent of any other parties, as long as Declarant owns any portion of the Properties. Further, the Declarant shall have the right to grant any easements and designate the beneficiaries thereof for such a time as it determines in its sole discretion which easements shall be for the benefit of the health, safety or welfare of the Owners or which may be required by any governmental agency. The Owners, their mortgagees and all other Easement Beneficiaries do hereby designate the Declarant as their lawful attorney in fact to execute any and all instruments on their behalf for the purposes of creating any such re-platting, unity of title, declaration, or covenant running with the land in lieu of unity of title, applications, permits or other documents, amendments or modifications of subdivision restrictions or declarations of easement.

13.9 Effects of Amendments. Any duly adopted amendment to this Declaration shall run with and bind the Properties for the same period and to the same extent as do the covenants and restrictions set forth herein.

ARTICLE 14

GENERAL PROVISIONS

14.1 Institutional Mortgagee Protection. The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of this Declaration, these added provisions shall control):

a) The Master Association shall be required to make available to all Owners and Institutional Mortgagees and Mezzanine Lenders, to insurers and guarantors of any first Institutional Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Certificate of Incorporation, By-Laws and Rules and Regulations and the books and records of the Master Association.

Furthermore, such persons shall be entitled, upon written request (which request is hereby deemed given by Declarant's Mortgagee and Declarant's Mezzanine Lender), to (i) receive a copy of the Master Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Master Association meetings, (iii) receive notice from the Master Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Certificate of Incorporation or the By-Laws of the Master Association, which default is not cured within thirty (30) days after the Master Association learns of such default, and (iv) receive notice of any substantial damage or loss.

b) Any holder, insurer or guarantor of an Institutional Mortgage on a Block or Unit and any Mezzanine Lender holding a pledge of equity interests in the owner of a Block or Unit, shall have the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Properties, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Block or Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Association, and (iv) any proposed action which requires the consent of a specified number of Institutional Mortgage holders.

c) Any holder, insurer or guarantor of an Institutional Mortgage on a Block or Unit and any Mezzanine Lender holding a pledge of equity interests in the owner of a Block or Unit shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Properties and receive immediate reimbursement from the Master Association.

d) Notwithstanding anything to the contrary contained herein, no portion of the Properties may be withdrawn from the effect of this Declaration without the prior written consent of Declarant's Institutional Mortgagee and Declarant's Mezzanine Lender.

14.2 Condominiums. Upon any portion of the Properties being submitted to condominium ownership, then the following special provisions shall apply:

14.2.1 A single Block shall not lose its character as such for the purposes of this Declaration by virtue of being subdivided into a condominium parcel by a declaration of condominium, or similar instrument.

14.2.2 For the purposes of complying with and enforcing the standards of maintenance contained herein, the building or buildings within the Condominium and any appurtenant facilities shall be treated as a structure and any other portion of the Condominium shall be treated as an unimproved portion of the Block, with the Condominium Regimes to have the maintenance duties of an Owner as set forth herein. The Condominium Regimes shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of Rules and Regulations.

14.2.3 The Condominium Regime shall be liable and responsible to the Master Association hereunder for its and its constituents' compliance with the covenants, restrictions and requirements of this Declaration and the Certificate of Incorporation, By-Laws, and Rules and Regulations of the Master Association. Accordingly, while the Master Association shall have the right (exercisable at its sole option) to proceed against such a constituent for a violation of this Declaration, it shall have a direct right to do so against the Condominium Regime (even if the violation is not caused by such Condominium Regime or all of its constituents).

14.2.4 The Condominium Regime shall be a Voting Member of the Master Association, but its constituents shall not be deemed to be Members for voting purposes. The Condominium Regime shall cast its votes as would any corporate Owner, as provided in its Certificate of Incorporation and/or By-Laws.

14.3 Term. Subject to the amendment provisions of Article 13 hereof, the easements, covenants and restrictions of this Declaration shall run with and bind the properties covered hereby, and shall inure to the benefit of and be enforceable by the Master Association, the Declarant, and their respective successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants, conditions, easements, reservations of easement, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by seventy-five percent (75%) of the Owners and seventy-five percent (75%) (in dollar amount) of the first Mortgagees of record, has been recorded revoking said covenants.

14.4 Interpretation and Conflicts. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Properties. The provisions of this Declaration as well as those of the Articles, By-Laws and any rules and regulations of the Master Association shall be interpreted by the Master Association. Any such interpretation of the Master Association which is rendered in good faith shall be final, binding and conclusive if the Master Association receives the confirming consent of Declarant and a written opinion of legal counsel to the Master Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, By-Laws and the Rules and Regulations of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association and the Properties, the preservation of the values of the Blocks and the protection of Declarant's and each Block Owner's rights, benefits and privileges herein contemplated. Section and subsection headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. This Declaration shall be read as cumulative to and not in limitation of any other applicable declaration of covenants and restrictions or declaration of condominium and exhibits thereto, but in the event of any

conflict therewith, this Declaration shall take precedence over all such other declarations. As used in this Section, the words "its successors and assigns" specifically do not include purchasers of completed Units or the Blocks. This Declaration shall take precedence over conflicting provisions in the Certificate of Incorporation and By-Laws of the Master Association and said Articles shall take precedence over the By-Laws. The Board shall be the ultimate interpreter of this Declaration and an opinion of counsel from counsel engaged by the Board for such purpose, stating that any such interpretation is not unreasonable, shall establish the validity of any such interpretation.

14.5 No Public Dedication or Grant of Riparian Rights. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public, or for any public use. Nothing in this Declaration shall be construed to expressly or impliedly grant to any Owner, the Master Association or any other owner(s) of property within the Properties or any riparian rights appurtenant to any portion of the Properties, if any.

14.6 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit, Block or other portion of the Properties shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Unit, Block or other property.

14.7 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the M aster Association at the time of such mailing.

14.8 Covenant Running With the Land. All covenants and provisions of this Declaration, the Certificate of Incorporation, By-Laws and applicable Rules and Regulations of the Master Association, 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 Declarant and subsequent owner(s) of the land or any part thereof, or interest therein, and their respective heirs, personal 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 occupants of Units and the Blocks shall be subject to and shall comply with the provisions of this Declaration and such Certificate of Incorporation, By-Laws and applicable Rules and Regulations, all as may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Certificate of Incorporation, By-Laws and applicable Rules and Regulations of the Master Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact

contained herein. In the event that any word, clause, sentence, paragraph, subsection, or section hereof shall be judicially determined to prevent this Declaration from being fully enforceable and running with the land as aforesaid, then such portion hereof shall be judicially modified, if at all possible and, if not, shall be stricken herefrom (but only to the most limited extent necessary) so that the paramount goal of the Declarant in making this Declaration (i.e., that this Declaration be a fully enforceable covenant running with the land) is accomplished.

14.9 Declarant Assignments. The Declarant may assign all or any portion of its rights hereunder, or all or a portion of such rights in connection with a portion of the Properties. In the event of a full ("blanket") assignment of all of the Declarant's rights (or remaining rights) hereunder to a successor, assignee or pledgee, the result of which is that the Declarant named herein shall no longer have any rights hereunder (whether immediately, because the assignment is absolute, or after foreclosure of the assignee's security instrument, because the assignment is collateral in nature), such assignee (or the purchaser at the foreclosure sale, if that is the case) shall be deemed the Declarant for all purposes hereunder. In the event of an assignment of less than all of the rights of the Declarant, as aforesaid, the assignee shall not be deemed the Declarant, but may exercise such rights of the Declarant as are specifically assigned to it. Any partial (but not "blanket") assignment of the Declarant's rights may be made on a non-exclusive basis and/or for a limited purpose or period of time. The Declarant may not assign all (or all its remaining) rights hereunder to more than one person or party hereunder at any one time unless the only such prior "blanker assignment(s) is/are collateral in nature (as security for a loan), in which event the Declarant may make subsequent "blanket" collateral assignments which shall be subject and subordinate to the security interest(s) of the prior collateral assignee(s). Any person or entity as to whom or which all or certain of the Declarants rights hereunder have been assigned may further assign such assignee's rights, in whole or in part, unless restricted or prohibited in the assignment made by the Declarant or a successor assignor thereof. Nothing contained in this Declaration shall be effective or construed to limit any of the foregoing rights of the Declarant (or its or any other assignees or successors) to make any or all of the assignments provided fur in this Section. if any assignment of an (or all then remaining) or a portion of the Declarants rights is given as security for a loan (whether by pledge, mortgage or other device which creates a security interest in all or a portion of such rights), such assignee shall not have the right to exercise such rights of the Declarant except as provided in the instrument of such assignment or, after foreclosure of such security interest, in accordance with Applicable Law. Such assignees rights will inure to the benefit of any purchaser at a foreclosure sale which includes such rights; provided, however, that such purchaser shall become the Declarant, as provided herein, only if the aforesaid instrument of assignment is a full ("blanket") assignment of all of the Declarants rights (or remaining rights) hereunder.

14.10 Cooperation. Each Owner, by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions necessary or desired for

development and/or improvement of the Properties including, without limitation, signing any required applications, plats, etc. as the Owner of any portion of the Properties owned or controlled thereby when necessary or requested.

14.11 Standards for Consent. Approval and Other Actions. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant or its affiliates, the Master Association, the Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or its affiliates or the Master Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant or Master Association, as appropriate.

14.12 Severalbility. The invalidity or unenforceability of any one of these covenants or restrictions or any Section, subsection, paragraph, subparagraph, sentence, clause, phrase or word, or any other provision of this Declaration, the Exhibits annexed hereto, or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity and enforceability of the remaining portions hereof and thereof, all of which shall remain in full force and effect.

14.13 Litigation/Waiver of Jury Trial. As to any claim arising from or connected with the construction, development, repair, replacement or maintenance of any portion of the Properties, or the Declarant's operation of the Association (the "Development Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Development Matters that (i) the party or parties bringing same shall have first given notice to the Declarant or other party against whom/ which relief or recovery is sought (the "Defendant") of the specific Development Matters complained of and what actions are necessary to cure or correct same and (ii) the Defendant shall have been given at least forty-five (45) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable Development Matter(s) and the time necessary to cure or correct same) in which to cure or correct the applicable Development Matter(s) and shall have materially failed to do so. THE DECLARANT, THE ASSOCIATION, AND ALL OWNERS AND OTHER PERSONS ACQUIRING ANY RIGHT, TITLE OR INTEREST IN OR TO ANY UNIT, EACH HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM PERTAINING TO ANY DEVELOPMENT MATTERS. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 14.13, as shall the Declarant and the Association.

14.14 Effective Date. This Declaration shall become effective upon its recordation in the Nassau County Clerk's Office.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the day and year first above written.

RXR GLEN ISLE PARTNERS, LLC, a Limited Liability Company

By:_____

Print: _____

Title: _____

STATE OF NEW YORK)
: ss.:
COUNTY OF)

On the day of _____ in the year 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

SCHEDULE K-2

BY- LAWS OF MASTER ASSOCIATION

BY-LAWS
OF
GARVIES POINT MASTER ASSOCIATION, INC.

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Sponsor
Attn: Ira J. Adler, Esq.
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554

BY-LAWS
OF
GARVIES POINT MASTER ASSOCIATION, INC.

ARTICLE I.

GENERAL INTRODUCTION

1.1 Name. The name of the corporation is GARVIES POINT MASTER ASSOCIATION, INC. (hereinafter referred to as the "Master Association"). The principal office of the Master Association shall be located in the City of Glen Cove, Nassau County, New York.

1.2 Applicability. The provisions of these By-Laws are applicable to the development known as GARVIES POINT, which is located in the City of Glen Cove, New York.

1.3 Terminology. Terms used herein shall have the meanings ascribed to them in the Certificate of Incorporation of the Master Association (hereinafter referred to as the "Certificate") or the Declaration of Covenants, Restrictions, Easements, Charges and Liens ("Master Covenants") referred to therein.

ARTICLE II.

VOTING RIGHTS, MAJORITY, QUORUM, PROXIES

2.1 Voting Rights. Each Class A and Class B Member shall be Voting Members. Each Voting Member is entitled to one vote irrespective of the number of Blocks owned by such Member as set forth in the Master Covenants. The Class C Advisory Members shall not be Voting Members and shall not have voting rights.

2.2 Condominium Regimes — Representatives. The Board of Managers of each Condominium Regime Member shall designate a person (the "Representative") to act on behalf of the Condominium Regime at all Members' meetings of the Master Association. The Representative shall be designated by a certificate signed by the president or vice president of the Condominium Regime Member, and filed with the Secretary of the Master Association. The person designated by such certificate, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes of a Condominium Regime Member at any meeting. In the absence of such certificate, or in the event the

person designated in such certificate does not appear in person or by proxy at any meeting, the vote of a Condominium Regime Member may be cast at any meeting by the president, vice president, secretary, or treasurer, in that order, of a Condominium Regime Member.

2.3 Block - Representatives. The Owner(s) of a Block, except any Block that has been submitted to condominium ownership (which shall be governed by Section 2.2 above), shall designate a Representative to act on behalf of such Block at all Members' meetings of the Master Association. The Representative shall be designated by a certificate signed by the president or vice president of the record owner of the Block and filed with the Secretary of the Master Association. The person designated by such certificate, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the vote for the Block Member at any meeting. In the absence of such certificate, or in the event the person designated in such certificate does not appear in person or by proxy at any meeting, the vote of the Block Member may be cast at any meeting by the president, vice president, secretary, or treasurer, in that order, of the Owner of the Block.

2.4 Majority of Quorum. Unless a higher percentage is required expressly in these By-Laws or in the Master Covenants, any action which is required to be taken by Voting Members of the Master Association may be so taken by a vote of a majority of a quorum of the votes of Voting Members of the Master Association present at a meeting, in person or by proxy, and for purposes hereof, and of the Master Covenants, the term "majority of Voting Members" or a reference to some specific percentage of Voting Members or votes of Voting Members shall mean a majority fifty-one (51%) percent of the votes of the Voting Members at a duly constituted meeting thereof and not of the Voting Members themselves.

2.5 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Voting Members having at least fifty-one percent (51%) of the total votes which may be cast by the Voting Members in good standing shall constitute a quorum of the Voting Members. Such Voting Members present at a duly called or held meeting at which a quorum thereof is present may continue to accomplish the business of the meeting until adjournment, notwithstanding the withdrawal during the meeting of enough Voting Members to leave less than such quorum. In the event, however, the required quorum is never present, the meeting may be rescheduled subject to the notice requirements set forth herein.

2.6 Proxies. Votes of Voting Members may be cast by the Representative in person or by proxy. Proxies must be in writing and filed with the Secretary before the appointed time of each meeting. Proxies may be filed by electronic transmission. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the

date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

ARTICLE III.

ADMINISTRATION

3.1 Place of Meetings of Members. Meetings of the Members shall be held in the City of Glen Cove, or such other suitable place as close thereto as practicable as may be designated by the Board.

3.2 Annual Meeting of Members. The first annual meeting of Members shall be held twelve (12) months after the first conveyance of a Block to an Owner and a Temporary Certificate of Occupancy has been issued for the structure on such Block. Thereafter, the annual meeting of the Members shall be held on the date, and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last preceding annual meeting, if possible. At each annual meeting a Board shall be appointed or elected by the Voting Members, in accordance with the requirements of these By-Laws. At the first annual meeting and all subsequent meetings, the Directors shall be elected or appointed to serve for a term of one (1) year. Unless a Director resigns before the expiration of his term of office, each Director shall hold his office until his successor has been elected or appointed and has taken office. The term of office of any Director elected or appointed to fill a vacancy created by the resignation of his predecessor shall be the balance of the un-served term of his predecessor. The Voting Members may also transact such other business of the Master Association as may properly come before the meeting. Only voting members who are in good standing and up to date in the payment of Association Assessments may cast their vote at meetings of the Association.

3.3 Special Meeting of Members. Special meetings of the Members may be called at any time by a majority of a quorum of the Board, or upon a petition signed by Voting Members holding at least one-third (1/3) of the votes of the Voting Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.4 Notice of Meetings of Members. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of Members, stating the purpose thereof as well as the day, hour and place where it is to be held, to each Member at least seven (7) but not more than thirty (30) days prior to such meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section, or electronic transmission (ie., email), shall be considered notice served. If no address has been furnished to the Secretary, notice shall be deemed to have been given to a

Unit Owner Member if delivered to his Unit, and notice shall be deemed to have been given to a Condominium Regime Member or Block Member if mailed to the address of the president of such Member. Meetings of Members shall be open to all Owners (who shall, however, not be recognized or entitled to participate unless authorized by the Board).

3.5 Adjourned Meetings. If any meeting of Voting Members cannot be organized because a quorum has not attended, the Voting Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days, nor more than thirty (30) days, from the time the original meeting was called. Such adjourned meetings may be held only upon a new notice thereof as provided in this Article, except that notice may be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

3.6 Order of Business. The order of business at all meetings of the Members shall (unless waived) be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice and waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of communities; (f) election of Directors; and (g) unfinished business.

3.7 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed to truthfully evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given. Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a meeting of the Board must be recorded in the minutes.

ARTICLE IV.

BOARD OF DIRECTORS

4.1 Number and Qualifications. The property, business and affairs of the Master Association shall be governed and managed by a Board composed of five (5) elected or Declarant-designated Members, except for the initial Board of Directors. The initial Board, consisting of three (3) Directors, shall be designated by the Declarant to serve until the first annual meeting of the Association. At the first annual meeting and at all subsequent annual meetings, a total of five (5) Directors shall be elected or designated. All Directors, other than those designated by the Declarant, shall be elected by the Voting Members. The Declarant Directors shall be appointed in accordance with Section 4.2 below. The Board may increase, by resolution, the

authorized number of Directors on the Board. Directors shall not receive any stated salary for their services as Directors.

4.2 Selection of Directors. The Declarant may appoint a majority of the Directors as set forth in section 4.18 in its sole and absolute discretion and such persons need not be Owners of Units, or Blocks or otherwise residents or tenants within the Community.

4.3 Powers and Duties. The Board has the powers and duties, necessary for the administration of the affairs of the Master Association and may take all such acts and do all such things as required to be exercised and done exclusively by the Members.

4.4 Special Powers and Duties. Without prejudice to the foregoing general powers and duties and such powers and duties as are set forth in the Master Covenants and the Articles, the Board is vested with, and responsible for, the following powers and duties:

a. To select, appoint and remove all officers, agents and employees of the Master Association, to prescribe such powers and duties for them as may be consistent with law, the Articles, the Master Covenants and these By-Laws, to fix their compensation, if any, and to require from them fidelity bonds or other security for their faithful service when deemed advisable by the Board.

b. To conduct, manage and control the affairs and business of the Master Association, and to make and enforce such rules and regulations therefore consistent with law, the Articles, the Master Covenants and these By-Laws, as the Board may deem necessary or advisable.

c. To change the principal office for the transaction of the business of the Master Association; to designate any place for the holding of any annual or special meeting or meetings of Members consistent with the provisions hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of law.

d. To borrow money and to incur indebtedness for the purposes of the Master Association, and to cause to be executed and delivered therefore, in the Master Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and security therefore, provided no action authorized hereunder shall be taken without the prior written consent of the Declarant as long as the Declarant is a Member.

e. To fix and levy from time to time assessments upon the Owners, as provided in the Master Covenants; to fix and levy from time to time in any fiscal year assessments for capital improvements applicable to that year only for capital

improvements to the Common Areas; to determine and fix the due date for which the payment of such assessments, and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the expenses of the Master Association and for taxes and governmental assessments upon real or personal property owned, leased, controlled or occupied by the Master Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished, for Master Association Property, improvements or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Master Association for the general benefit and welfare of its Members, all in accordance with the provisions of the Master Covenants. The Board is hereby authorized to incur any and all expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable, if any, in the interest of the Master Association or for the welfare of its Members. The funds collected by the Board from the Owners, attributable to replacement reserves for Master Association Property recurring less frequently than annually, and for capital improvements to the Common Areas, shall at all times be held in trust for the Owners and shall not be commingled with other assessments collected from the Owners. Should any Owner fail to pay assessments before delinquency, the Board in its discretion is authorized to enforce the payment of such delinquent assessments as provided in the Master Covenants. Nothing herein shall require the establishment of reserves.

f. To enforce the provisions of the Master Covenants, the Articles, these By Laws, applicable rules and regulations and other agreements of the Master Association.

g. To contract and pay for fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Owners, the Master Association, the Board and other interested parties, in accordance with the provisions of the Master Covenants, covering and protecting against any such damages or injuries as the Board deems advisable, which may include, without limitation, medical expenses of persons injured on the Common Areas, and to bond the agents and employees of the management company, if deemed advisable by the Board or required by the Master Covenants. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Master Association.

h. To contract and pay for maintenance, gardening, utilities, materials and supplies, and services relating to the Common Areas, and to employ personnel necessary for the operation of the Common Areas and the Master Association, including legal and accounting services, and to contract for any pay for improvements to Common Areas.

i. To delegate its powers according to law.

j. To grant easements where necessary for utilities, sewer facilities and other services over the Common Areas.

k. To adopt such rules and regulations as the Board may deem necessary for the management or use of the Common Areas, which rules and regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a meeting called for that purpose and (2) they are posted in a conspicuous place on the Common Areas or mailed to each Owner at the address listed in the records of the Master Association or delivered to his Unit. Such rules and regulations shall not materially adversely affect the rights, privileges or preferences of the Declarant as established by the Master Covenants, the Articles and these By-Laws without the prior written approval of the Declarant.

l. To select a management company to manage the Common Areas and the affairs of the Master Association, which shall perform such duties and services as the Board shall authorize.

4.5 Election and Term of Office. At the first annual meeting of the Members, and thereafter at each annual meeting of the Members, Directors to be elected by the Voting Members other than the Declarant, if any, shall be elected by written ballot by a majority of Voting Members as provided in these By-Laws (each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled); provided, however, that Declarant shall at all times have the right to appoint a majority of the Directors until all Blocks and Units have been conveyed to bonafide Purchasers without the necessity of a meeting or vote. There shall be no cumulative voting. Each Director shall hold office for a one (1) year term or until his successor has been elected or appointed and has qualified or until his death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which he may serve. This Section 4.5 may not be amended without the written consent of Declarant.

4.6 Vacancies. Vacancies in the Board caused by any reason, other than the removal of a Director by a vote of the Master Association, shall be filled by the election or appointment of a new Director by the Voting Member which originally elected or appointed such Director; and each person so elected or appointed shall be a Director until a successor is elected at the next annual meeting of the Members of the Master Association, or at a special meeting of the Members called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, increases in the size of the Board or in case the Voting Members fail to elect or appoint the full number of authorized Directors at any meeting at which such election is to take place.

4.7 Removal of Directors. At any regular or special meeting of the Members duly called, any one or more of the Directors (other than the Declarant's

designees) may be removed with or without cause by a majority vote of the Voting Members of the Master Association that originally elected or appointed such Director, and a successor may then and there be elected or appointed, to fill the vacancy thus created, by such Voting Member. Any Director whose removal has been proposed by the Voting Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected or appointed at the same meeting.

4.8 Organization Meeting. The first regular meeting of a newly elected Board shall be held within ten (10) days of election of the Board, at such place as shall be fixed and announced by the Directors at the meeting at which such Directors were elected, for the purpose of organization, election of officers and the transaction of other business.

4.9 Other Regular Meetings. Other regular meetings of the Board may be held at any place or places within the County, on such days and at such hours as the Board may, by resolution, designate; provided, however, that such meeting shall be held no less frequently than annually.

4.10 Special Meetings. Special meetings of the Board may be called by the President (or, if he is absent or refuses to act, by the Vice President) or by any two (2) Directors and may be held at any place or places within the County and at any time. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

4.11 Notices of Meetings. Notices of all meetings of the Board must be mailed, sent by electronic transmission or delivered to each Member at least 7 days before the meeting, except in an emergency. Notice may also be given by Electronic Transmission in a manner authorized by law for meetings of the Board, committee meetings requiring notice, and annual and special meetings of the Members.

4.12 Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all the Directors are present at any meeting of the Board in person or by conference call or video conferencing, no notice shall be required and any business may be transacted at such meeting. The transactions at any meeting of the Board, however called and noticed or wherever held, shall be as valid as though held at a meeting duly held after regular call and notice, if a quorum be present in person or by conference call or video conferencing, and if, either before or after the meeting, each of the Directors not present signs such written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Master Association or made a part of the minutes of the meeting.

4.13 Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board, a majority of the Directors in person or by teleconference shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present or by email at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.14 Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the Directors. Any action so approved shall have the same effect as though taken at a duly constituted meeting of the Directors.

4.15 Resignation. Directors shall have the absolute right to resign at any time and the Voting Member that originally elected or appointed any such Directors shall then fill the vacancies as provided herein, provided that if all Directors resign, a special meeting of the Members shall be called as soon as possible for the purpose of electing new Directors and the resignations of such Directors shall not be effective until such election is held and new Directors are elected or appointed, as applicable.

4.16 Fidelity Bonds. The Board may require that all officers, employees and agents of the Master Association handling or responsible for Master Association funds furnish adequate fidelity bonds. The premiums on such bonds may be paid by the Master Association.

4.17 Committees. The Board by resolution may, from time to time, designate such committees as it shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members, s well as a chairman, and shall state the purposes of the committee, and shall provide for reports, termination and other administrative matters as deemed appropriate by the Board.

4.18 Proviso — Directors Appointed by the Declarant. Notwithstanding anything contained herein to the contrary, the Declarant shall have the right to appoint a majority of the Directors until all Blocks and Units have been conveyed to bonafide Purchasers. All Directors appointed by the Declarant shall serve at the pleasure of such party, which shall have the absolute right, at any time, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another person to serve on the Board. Replacement of any Director appointed by the Declarant shall be made by the person designated as successor Director. The removal of any Director and the designation of his successor by the Declarant shall become effective immediately upon delivery of such written instrument. The Declarant may waive its right to appoint one or more Directors which it has the right to appoint at any time upon written notice to the Master Association, and thereafter such Directors shall be elected by the Voting

Members other than the Declarant. This Section 4.18 may not be amended without the written consent of Declarant.

ARTICLE V.

OFFICERS

5.1 Designation. The principal officers of the Master Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Officers need not be Directors. Any two offices may be held by the same person, but the office of President and Secretary may not be held by the same person.

5.2 Election of Officers. The officers of the Master Association shall be elected annually by the Board at the organizational meeting of each new Board, and each officer shall hold his office at the pleasure of the Board, until he shall resign or be removed or otherwise disqualified to serve or his successor shall be elected and shall have qualified to serve.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the entire Board, any officer may be removed, with or without cause, and his successor elected at any duly called regular or special meeting of the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary of the Master Association. Any such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective. The conveyance by an officer (other than an officer appointed by the Declarant or officers who are not Owners) of all Blocks owned by such officer shall be an automatic resignation of such officer.

5.4 Compensation. Directors and Officers shall not receive compensation for their service.

5.5 President. The President shall be the chief executive officer of the Master Association. The President shall preside over all meetings of the Master Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the President of a corporation. The President shall, subject to the control of the Board, have general supervision, direction and control of the business of the Master Association. The President shall be an ex officio member of all standing committees, and he shall have such other powers and duties as may be prescribed by the Board or these By-Laws.

5.6 Vice President. The Vice President shall have such powers and perform such duties as usually pertain to such office or as are properly required of him

by the Board. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, disabled or refuses or is unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or these By-Laws.

5.7 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Master Association at the principal office of the Master Association or at such other place as the Board may order. The Secretary shall keep the seal of the Master Association in safe custody and shall have charge of such books and papers as the Board may direct; and the Secretary shall, in general, perform the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Master Association and of the Board where notices of such meetings are required by law or in these By-Laws. The Secretary shall maintain a list of Owners, listing the names and addresses of the Owners as furnished by the Master Association, and the names on such list shall be changed only at such time as satisfactory evidence of a change in ownership is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board.

5.8 Treasurer. The Treasurer shall have responsibility for Master Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and other records of business transactions of the Master Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Master Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Master Association in such depositories as may from time to time be designated by the Board. The Treasurer shall disburse the funds of the Master Association as may be ordered by the Board in accordance with the Master Covenants, shall render to the President and Directors, upon request, an account of all of his transactions as Treasurer and of the financial condition of the Master Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-Laws.

ARTICLE VI.

AMENDMENTS TO BY-LAWS AND OTHER ACTIONS

6.1 Amendments. Except as otherwise provided, these By-Laws may be altered, amended or added to at any duly called meeting of Association Members provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment and (2) that the amendment shall be approved by vote of at least sixty six and two thirds (66-2/3) of the total Voting Members whose Blocks are then subject to the Declaration. No amendment, however, shall affect or impair the validity or

priority of the Members' interests and the interests of holders of a mortgage encumbering a Member's Block or Unit. Nor shall any amendment have the effect of infringing upon the Declarants right to build and make membership in or use of the Association available to purchasers or lessees of all Blocks and Units on the Properties.

6.2 Declarant's Consent. Notwithstanding anything to the contrary in these By-Laws, the Articles or the Master Covenants, no amendment may be adopted which adversely affects the rights of the Declarant without the prior written consent of the Declarant, which consent the Declarant may withhold in its sole and absolute discretion.

6.3 Owner Approval. Dissolving of the Master Association or conversion into another form of business entity may not be taken by the Master Association or the Board without the affirmative vote of at least eighty percent (80%) of the votes of Voting Members.

6.4 Declarant's Right to Amend. Anything to the contrary herein notwithstanding, and except as provided in Section 6.5 hereof, during the period in which the Declarant is entitled to designate a majority of the Directors of the Master Association, the Declarant shall have the absolute right to amend these By-Laws and the Master Covenants, and no amendment to these By-Laws shall be made or become effective without the written joinder of the Declarant.

6.5 Declarant's Right to Disapprove Action. So long as the Declarant owns any portion of the Properties, including any Condominium Units if and to the extent not prohibited under applicable law, and except as provided in Section 6.4 hereof, the Declarant shall have the right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

a. The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary, as it may change from time to time, which notice complies as to the Board meetings as provided in these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in a reasonable manner to be followed at said meeting; and

b. The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or any committee thereof. The Declarant, its representatives or agents shall make its

concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Declarant shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board or any committee thereof and to be taken by the Board, such committee, or any individual member of the Master Association, if Board, Member, committee, or Master Association approval is necessary for such action. This right may be exercised by the Declarant, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Master Association. The Declarant shall not use the right of disapproval afforded by this to reduce the level of services which the Master Association is obligated to provide, or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

This may not be amended without the express written consent of the Declarant as long as the Declarant owns any portion of the Community.

ARTICLE VII.

NOTICES

7.1 Notice to Master Association. An Owner who mortgages his Unit shall notify the Master Association of the name and address of the mortgagee and of any release or discharge of the mortgage.

7.2 Notice of Unpaid Assessments. The Board shall, at the request of a mortgagee of a Block, report any unpaid assessments due the Master Association from the Owner of such Block in accordance with the provisions of the Master Covenants.

ARTICLE VIII.

CONFLICTING PROVISIONS

In case any of these By-Laws conflict with any provisions of the laws of the State of New York, as amended from time to time such conflicting By-Laws shall be null and void upon final court determination to such effect, but all other provisions of these By-Laws shall remain in full force and effect. In case of any conflict between the Certificate of Incorporation and these By- Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Master Covenants and these By-Laws, the Master Covenants shall control.

ARTICLE IX.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

To the fullest extent allowed by law, the Association shall indemnify any person, made a party to an action by or in the right of the Association to procure a judgment in its favor by reason of the fact that he, his testator or, intestate, is or was or has agreed to become a Director or Officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such Director or Officer is adjudged to have breached his duty to the Association, as such duty is defined in Section 717 of the Not-For-Profit Corporation Law. To the extent allowed by law, the Association shall also indemnify any person, made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Association to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation, domestic or foreign, which he served in any capacity at the request of the Association by reason of the fact that he, his testator or intestate was a Director or Officer of the Association or served it in any capacity against judgment, fines, amounts paid in settlement, and reasonable attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such Director or Officer acted, in good faith, for a purpose which he reasonably believed to be in the best interests of the Association and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

ARTICLE X.

OFFICIAL RECORDS

10.1 Official Records. The Master Association shall maintain each of the following items, when applicable, which constitute the official records of the Master Association:

a. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Master Association is obligated to maintain, repair, or replace.

b. A copy of these By-Laws and of each amendment to these By-Laws.

c. A copy of the Certificate of Incorporation and of each amendment thereto.

d. A copy of the Master Covenants and a copy of each amendment thereto.

e. A copy of the current rules of the Master Association, if any.

f. The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.

g. A current roster of all Members and their mailing addresses and Block identifications. The Master Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by Electronic Transmission of those Members consenting to receive notice by Electronic Transmission. The electronic mailing addresses and numbers provided by Members to receive notice by Electronic Transmission shall be removed from the Master Association's records when consent to receive notice by Electronic Transmission is revoked. However, the Master Association shall not be liable for an erroneous disclosure of the electronic mail address or the number for receiving Electronic Transmission of notices.

h. All of the Master Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

i. A current copy of all contracts to which the Master Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Master Association has any obligation or responsibility. Bids received by the Master Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

10.2 Financial and Accounting Records. The official records of the Master Association shall also include the financial and accounting records of the Master Association, which shall be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

c. All tax returns, financial statements, and financial reports of the Master Association.

d. Any other records that identify, measure, record, or communicate financial information.

10.3 Budgets. The Board of Directors of the Master Association shall prepare an annual budget by November 30 of each year and distribute such budget to all members of the Association. A majority of the Board members present at a duly called meeting shall be required to adopt the budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Master Association, the Declarant, or another person. The Master Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

10.4 Financial Reporting.--The Master Association shall cause to be prepared by a Certified Public Accountant an annual financial report within four (4) months after the close of the fiscal year. The Master Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

ARTICLE XI.

MISCELLANEOUS

11.1 Execution of Documents. The Board, except as otherwise provided in these ByLaws, hereby authorizes its President, or any Vice President, to enter into any contract or to execute any instrument in the name and on behalf of the Master Association.

11.2 Inspection of By-Laws. The Master Association shall keep in its office for the transaction of business the original or a copy of these By-Laws, as amended or otherwise altered to date which shall be open to inspection by the Owners and by all Institutional Mortgagees at all reasonable times during office hours.

11.3 Fiscal Year. The fiscal year of the Master Association shall be determined by the Board and having been so determined, is subject to change from time to time as the Board shall determine. In the absence of a specific determination, the fiscal year shall be the calendar year.

11.4 Membership. The Master Association shall keep and maintain an office for the transaction of business and shall keep and maintain the name and address of each Owner. Termination or transfer of ownership of any Block by an Owner shall be

recorded, together with the date on which such ownership was transferred, in accordance with the provisions hereof and of the Master Covenants.

11.5 Board of Directors. Unless specific actions are specifically required to be taken by the Voting Members, all such actions may be taken by the Board through its proper officers with or without a specific authorization.

SCHEDULE K-3

CERTIFICATE OF INCORPORATION
OF
MASTER ASSOCIATON

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

655

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: GARVIES POINT MASTER ASSOCIATION, INC.

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT) TYPE: N COUNTY: NASS

FILED:03/01/2017 DURATION:PERPETUAL CASH#: [redacted] FILM #:170301000542

FILER:

CERTILMAN BALIN ADLER & HYMAN, LLP
ATTN: IRA J. ADLER, ESQ.
90 MERRICK
EAST MEADOW, NY 11554

EXIST DATE

03/01/2017

ADDRESS FOR PROCESS:

THE CORPORATION
625 RXR PLAZA, EAST TOWER 6TH FLOOR
UNIONDALE, NY 11556

REGISTERED AGENT:

SERVICE COMPANY: UNITED CORPORATE SERVICES - 37 SERVICE CODE: 37

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

GARV126992 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 March 2, 2017.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

Rev. 06/13

170301000542

CERTIFICATE OF INCORPORATION

OF

GARVIES POINT MASTER ASSOCIATION, INC.

(Under Section 402 of the Not-for-Profit Corporation Law)

IRA J. ADLER, being of the age of eighteen years or over, for the purpose of forming a corporation pursuant to Section 402 of the Not-for-Profit Corporation Law of New York, does hereby certify:

FIRST: The name of the corporation is GARVIES POINT MASTER ASSOCIATION, INC. (the "Corporation").

SECOND: That the Corporation is a corporation as defined in subparagraph (a) (5) of Section 102 of the Not-for-Profit Corporation Law.

THIRD: The purpose or purposes for which the Corporation is formed are as follows:

A. To promote the health, safety and welfare of the residents of a planned residential community proposed to be developed by RXR Glen Isle Partners, LLC, a Delaware limited liability company, on lands situated in City of Glen Cove, County of Nassau, State of New York; and for this purpose:

(1) To own, acquire, build, operate and maintain land and facilities for recreational and community use, including personal property incidental thereto, hereinafter referred to as the "Common Properties"; and

(2) To enforce any and all covenants, restrictions and agreements applicable to the residential parcels within the above described residential community and the Common Properties, hereinafter

170301000542

collectively referred to as "the Properties," (the enforcement of which is not specifically and exclusively reserved to others).

B. 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 Declaration and By-Laws of the Corporation, but not for the pecuniary profit or financial gain of its members, directors or officers except as permitted under Article 5 of the Not-for-Profit Corporation Law.

C. The Corporation, in furtherance of its corporate purposes above set forth, shall have the 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 statute of the State of New York.

FOURTH: The Corporation is not formed to engage in any activity or for any purpose requiring consent or approval of any state official, department, board, agency or other body. No consent or approval is required.

FIFTH: The Corporation shall be a Non-Charitable Corporation as defined under Section 201 of the Not-for-Profit Corporation Law.

SIXTH: This Certificate may be amended pursuant to the provisions of the Not-for-Profit Corporation Law.

SEVENTH: The office of the Corporation will be located in the County of Nassau, State of New York.

EIGHTH: The Secretary of State is hereby designated as the agent of this corporation upon whom process against this corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against this corporation served upon him as agent of this corporation is: 625 RXR Plaza, East Tower, 6th Floor, Uniondale, NY 11556.

NINTH: The name and address of the initial Board of Directors are as follows: Scott Rechler, Frank Haftel and Joseph Graziose each of whom has a business address at 625 RXR Plaza, East Tower, 6th Floor, Uniondale, New York 11556.

IN WITNESS WHEREOF, I have made and signed this Certificate this 27th day of February, 2017 and to the best of my knowledge I affirm the statements contained herein as true under penalties of perjury.

IRA J. ADLER, Incorporator
90 Merrick Avenue
East Meadow, New York 11554

542

UNI-37

FILED
2017 MAR -1 PM 2:42

CERTIFICATE OF INCORPORATION

OF

GARVIES POINT MASTER ASSOCIATION, INC.

Under Section 402 of the Not-for-Profit Corporation Law

1cc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 01 2017
TAX $
BY: KM

CUSTOMER REF#GARVI26992

DRAWDOWN

RECEIVED
2017 FEB 28 PM 3:05

CERTILMAN BALIN ADLER & HYMAN, LLP.
90 Merrick Avenue
East Meadow, New York 11554
(516) 296-7000

Attn.: IRA J. ADLER, ESQ.

588

SCHEDULE L

HOUSING MERCHANT IMPLIED WARRANTY LAW (ARTICLE 36-B OF THE GENERAL BUSINESS LAW)

HOUSING MERCHANT IMPLIED WARRANTY LAW

ARTICLE 36-B

WARRANTIES ON SALE OF NEW HOMES

Section 777. Definitions.
777-a. Housing Merchant Implied Warranty
778-b. Exclusion or Modification of Warranties

Section 777. Definitions. As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.

2. "Building Code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in titled twenty-seven of the administrative code of the city of New York.

3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems and roof framing systems.

5. "New home" or "home" means any single family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit which the builder has resided in or leased continuously for three years or more following the date of completion of construction, as evidenced by the certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling, and ventilation systems" shall mean:

a. in the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; water supply waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and

c. in the case of heating, cooling and ventilation systems; all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

Section 777-a. Housing Merchant Implied Warranty.

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects

due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (I) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4.

a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The Owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period , as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are

performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

777-b. Exclusion or Modification of Warranties.

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent owners; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

l. any limitation on or exclusion of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5.

a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under Section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

SCHEDULE M-1

SPONSOR CERTIFICATION

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS
PURSUANT TO 13 NYCRR 20.4 (b) AND 22.4(b)

State of New York
Department of Law
120 Broadway - 23rd Floor
New York, NY 10271

RE: THE BEACON AT GARVIES POINT CONDOMINIUM

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Parts 20 and 22 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 I/we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR

RXR GARVIES P1 BUILDING B OWNER LLC

By: _____
SCOTT RECHLER, Member

SPONSOR'S PRINCIPAL

_____
SCOTT RECHLER

Sworn to before me this
26th day of January, 2017.

_____
Notary Public

DAWN M. KENNY
Notary Public, State of New York
No. 01KE6040363
Qualified in Nassau County
Commission Expires March 13, 20 19

SCHEDULE M-2

SPONSOR'S ARCHITECT CERTIFICATION

CERTIFICATION BY SPONSOR'S ARCHITECT PURSUANT TO 13 NYCRR 20.4(c) AND 22.4(c)

Department of Law
State of New York
120 Broadway - 23rd Floor
New York, NY I0271

RE: The Beacon at Garvies Point Condominium Offering Plan
Garvies Point Road
Glen Cove, New York

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 prepared the building plans and specifications dated October 4, 2016 and prepared the Report dated April 21, 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 a registered architect 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 Parts 20 and 22 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 description of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we prepared;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we prepared;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where 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.

Handel Architects, LLP

By: _____
Frank Fusaro, Partner

Sworn to before me this
21st day of April, 2017

_____
Notary Public

MARIA MERCEDES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ME6328914
Qualified in Queens County
My Commission Expires August 10, 2019

SCHEDULE M-3

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGETS

TOTAL COMMUNITY MANAGEMENT CORP.

2375 Bedford Avenue
Bellmore, NY 11710
(516) TCM-9700
(516) 826-9700
Fax: (516) 826-3937

CERTIFICATION OF ADEQUACY OF BUDGET
PURSUANT TO 13 NYCRR 20.4(d)

May 3, 2017

State of New York
Department of Law
120 Broadway - 23rd Floor
New York, NY 10271

Re: The Beacon at Garvies Point Condominium

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review and prepare Schedule B, containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes over thirty two years of management and maintenance experience in similar properties in New York State. We currently manage over 90 residential properties.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the Regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule B.

We have reviewed the Schedule 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 have also relied on our experience in managing residential properties.

We certify that the projections in Schedule B 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 this Schedule:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;
(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
(iii) does not omit any material fact;
(iv) does not contain any untrue statement of a material fact;
(v) does not contain any fraud, deception, concealment, or suppression;

TOTAL COMMUNITY MANAGEMENT CORP.

2375 Bedford Avenue
Bellmore, NY 11710
(516) TCM-9700
(516) 826-9700
Fax: (516) 826-3937

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth, or,

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

By: _____
David Goldstein
President
Total Community Management Corp.

Sworn to before me this

3 day of May 2017

_____
Notary Public

CAROLYN ZARRELLI
Notary Public, State of New York
No. 01ZA6266122
Qualified in Nassau County
Commission Expires July 23, 20[illegible]

TOTAL COMMUNITY MANAGEMENT CORP.

2375 Bedford Avenue
Bellmore, NY 11710
(516) TCM-9700
(516) 826-9700
Fax: (516) 826-3937

CERTIFICATION OF ADEQUACY OF OPERATING BUDGET PURSUANT TO 13 NYCRR 22.4 (d)

May 3, 2017:

State of New York
Department of Law
120 Broadway – 23rd Street
New York, NY 10271

Re: **GARVIES POINT MASTER ASSOCIATION, INC.**

Gentlepeople:

The sponsor of the offering plan for the captioned property retained our firm to review and prepare Schedule B-1 containing projections of income and expenses for the first year of operation as a property owners association. Our experience in this field includes over thirty two years of management and maintenance experience in similar properties in New York State. We currently manage over 90 residential properties.

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 22 insofar as they are applicable to Schedule B-1.

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 properties.

We certify that the projections in Schedule B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of operation as a property owners association.

We certify that the Schedule:

(i) sets forth in detail the projected income and expenses for the first year of the property owners association operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of operation as a property owners association;

(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;

TOTAL COMMUNITY MANAGEMENT CORP.

2375 Bedford Avenue
Bellmore, NY 11710
(516) TCM-9700
(516) 826-9700
Fax: (516) 826-3937

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

I/We further certify that I am/we are not owned or controlled by the sponsor. I/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 property owners association.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I/We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law."

Very Truly Yours,

By: _____
David Goldstein
President
Total Community Management Corp.

Sworn to before me this
3 day of May, 2017.

_____
Notary Public

CAROLYN ZARRELLI
Notary Public, State of New York
No. 01ZA6266122
Qualified in Nassau County
Commission Expires July 23, 20 20

SCHEDULE N

SECTION 339-KK OF THE REAL PROPERTY LAW

REAL PROPERTY LAW

SECTION 339-kk

The Real Property Law is amended by adding a new Section 339-kk to read as follows:

"§ 339-kk. Rents. (a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an

absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent."

This act may be enforced by any party by means of a special proceeding brought pursuant to Article 4 of the Civil Practice Law and Rules.

SCHEDULE O

STORAGE BIN LICENSE

STORAGE BIN LICENSE

AGREEMENT made as of this day of _____ 201_ ("Agreement") by and between RXR GARVIES P1 BUILDING B OWNER LLC, having an office at 625 RXR Plaza, Uniondale, New York 11556 ("Sponsor"), and The Board of Managers of The Beacon at Garvies Point Condominium having an address at Garvies Point Road, Glen Cove, New York 11542 ("Board") (Sponsor and the Board are sometimes collectively referred to as the ("Licensor") and _____ having an address at _____("Licensee");

WHEREAS, The Beacon at Garvies Point Condominium ("Condominium") is governed by a certain Declaration of Condominium dated _____, 201__, recorded in the Nassau County Clerk in Liber _____, Page_____, be amended from time to time (the "Declaration"), the By-Laws of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and the Residential Rules and Regulations of the Condominium, as the same has 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 as the "Condominium Documents"); and

WHEREAS, in a portion of common elements of the Condominium there are rooms in which Storage Bins ("Licensed Area") have been installed for use by permitted Unit Owners and

WHEREAS, Licensee, owns or simultaneously herewith is acquiring a Unit _____ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of Storage Bin # _____for so long as Licensee owns a Unit in the Condominium;

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(a) Licensor hereby grants to Licensee, its successors and assigns, a license for the exclusive use of Storage Bin # _____("Designated Storage Bin") ("License") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof.

(b) A Storage Bin may only be used for the storage of personal effects of the Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item, be stored in a Storage Bin.

(c) Licensee shall not (a) store any property in the Licensed Area outside of the

designated Storage Bin; or (b) allow any other person to use the License except in accordance with the terms hereof.

(d) This License may be assigned by Licensee at any time provided the assignee (i) is a Unit Owner at the Condominium, (ii) assumes the obligations hereunder in the form annexed hereto, (iii) notification of the assignment is delivered in writing to the Board in compliance with its requirements as the same may be modified from time to time, and (iv) no outstanding monies are owed to the Condominium by the Licensee and/or the assignee. This License shall automatically terminate at such time as the Licensee no longer owns a Unit in the Condominium unless this License is assigned to and assumed by another Unit Owner.

(e) Licensee represents that it has made a thorough inspection of the Licensed Area and agrees to take same in its "as is" condition as of the date of this Agreement. Licensee shall throughout the term of this Agreement, take good care of and maintain the Designated Storage Bin. All repairs and replacements to the Designated Storage Bin as well as the Licensed Area shall be performed by the Board and the cost thereof shall be a Common Expense, unless such repair or replacement is necessitated by the negligence, misuse, or abuse of a Licensee, then the entire cost and expense of such repair or replacement shall be borne by such Licensee, and shall constitute additional Common Charges.

(f) Licensor nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Licensed Area and/or the Designated Storage Bin.

(g) 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 as they relate to.

(h) If Licensee defaults in its obligations hereunder or under the Condominium Documents, the Condominium Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Designated Storage Bin until Licensee cures such default or (ii) terminate this Agreement upon written notice to Licensee.

(i) The Condominium Board or its agents shall have the right, but not the obligation, to open the Designated Storage Bin in an emergency at any time, and, at other reasonable times upon prior notice to Licensee, to inspect and examine the Designated Storage Bin and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

(j) This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Designated Storage Bin or conveyance of

title thereto. In no event shall a landlord/tenant relationship exist between the Licensor and the Licensee with respect to this agreement.

(k) Licensee shall indemnify and hold the Licensor and the Condominium 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, servants, employees, agents, guests and invitees in connection with this License.

(l) Licensee shall be obligated to reimburse the Licensor and the Condominium for any legal fees and disbursements incurred by the Licensor in defending the rights of the Licensor under this Agreement or, in the event Licensee defaults under this agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder.

(m) 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.

(n) It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this agreement, which alone fully and completely express their agreement and that this agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

(o) 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.

(p) 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.

(q) Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and 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.

LICENSEE:

_____ _____
Licensee's (Purchaser) Signature Date

RXR GARVIES P1 BUILDING B OWNER LLC

By:_____ _____
Sponsor's Authorized Agent Date

The Board of Managers of The Beacon at Garvies Point Condominium

By:_____ _____
Sponsor's Authorized Agent Date

Exhibit "1" - Property description of Association Common Areas

SCHEDULE P

PARKING SPACE LICENSE

PARKING SPACE LICENSE

AGREEMENT made as of this day of _____ 20_ ("Agreement") by and between RXR GARVIES P1 BUILDING B OWNER LLC, having an office at 625 RXR Plaza, Uniondale, New York 11556 ("Sponsor"), and The Board of Managers of The Beacon at Garvies Point Condominium, having an address at Garvies Point Road, Glen Cove, New York 11542 ("Board") (Sponsor and the Board are sometimes collectively referred to as the ("Licensor") and _____ having an address at _____ ("Licensee");

WHEREAS, The Beacon at Garvies Point Condominium ("Condominium") is governed by a certain Declaration of Condominium dated _____, 20___, recorded in the Nassau County Clerk in Liber _____, Page_____, be amended from time to time (the "Declaration"), the By-Laws of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and the Residential Rules and Regulations of the Condominium, as the same has been or may be amended from time to time (the "Rules and Regulations") (the "Declaration", the "By-Laws" and the "Rules and Regulations" are collectively, referred to as the "Condominium Documents"); and

WHEREAS, in a portion of common elements of the Condominium there are parking spaces in the garage located on the ground level ("Licensed Area") for use by permitted Unit Owners and

WHEREAS, Licensee, owns or simultaneously herewith is acquiring a Residential Unit #____ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of Parking Space # _____for so long as Licensee owns a Unit in the Condominium;

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(a) Licensor hereby grants to Licensee, its successors and assigns, a license for the exclusive use of Parking Space #_____("Designated Parking Space") ("License") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof.

(b) A Parking Space may only be used parking of a motor vehicle.

(c) Licensee shall not (a) store any boat, truck or commercial vehicle in the Licensed Area or (b) allow any other person to use the License except in accordance with the terms hereof.

(d) This License may be assigned by Licensee at any time provided the assignee (i) is a Unit Owner at the Condominium, (ii) assumes the obligations hereunder in the form annexed hereto, (iii) notification of the assignment is delivered in writing to the Board in compliance with its requirements as the same may be modified from time to time, and (iv) no outstanding monies are owed to the Condominium by the Licensee and/or the assignee. This

License shall automatically terminate at such time as the Licensee no longer owns a Unit in the Condominium unless this License is assigned to and assumed by another Unit Owner.

(e) Licensee represents that it has made a thorough inspection of the Licensed Area and agrees to take same in its "as is" condition as of the date of this Agreement. Licensee shall throughout the term of this Agreement, take good care of and maintain the Designated Parking Space. All repairs to the Designated Parking Space as well as the Licensed Area shall be performed by the Board and the cost thereof shall be a Common Expense, unless such repair or replacement is necessitated by the negligence, misuse, or abuse of a Licensee, then the entire cost and expense of such repair or replacement shall be borne by such Licensee, and shall constitute additional Common Charges.

(f) Licensor nor their respective agents or employees shall be liable for any theft or damage to any vehicle and its contents parked stored in the Licensed Area and/or the Designated Parking Space.

(g) 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 as they relate to.

(h) If Licensee defaults in its obligations hereunder or under the Condominium Documents, the Condominium Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Designated Parking Space until Licensee cures such default or (ii) terminate this Agreement upon written notice to Licensee.

(j) This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Designated Parking Space or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Licensor and the Licensee with respect to this agreement.

(k) Licensee shall indemnify and hold the Licensor and the Condominium 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, servants, employees, agents, guests and invitees in connection with this License.

(l) Licensee shall be obligated to reimburse the Licensor and the Condominium for any legal fees and disbursements incurred by the Licensor in defending the rights of the Licensor under this Agreement or, in the event Licensee defaults under this agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder.

(m) 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.

(n) It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this agreement, which alone fully and completely express their agreement and that this agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

(o) 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.

(p) 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.

(q) Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and 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.

LICENSEE:

_____ _____
Licensee's (Purchaser) Signature Date

RXR GARVIES P1 BUILDING B OWNER LLC

By:_____ _____
Sponsor's Authorized Agent Date

THE BOARD OF MANAGERS OF THE BEACON AT GARVIES POINT CONDOMINIUM

By:_____ _____
Date

Exhibit "1" - Property description of Association Common Areas

SCHEDULE Q

MASTER TAX AGREEMENT

THIS MASTER TAX AGREEMENT IS SUBJECT TO AMENDMENT AND BIFURCATION FROM TIME TO TIME. CONDOMINIUM OWNERS SHALL BE HELD SEVERALLY BUT NOT JOINTLY LIABLE (LIMITED TO IN REM ACTIONS AND EXPRESSLY EXCLUDING IN PERSONAM ACTIONS) AND, WITH RESPECT TO CONDOMINIUM OWNERS THE SEVERAL LIABILITY SHALL BE LIMITED FURTHER TO BE SOLELY FOR TAX AGREEMENT REVENUES (AS DEFINED HEREIN) WITHOUT OBLIGATIONS RELATED TO INDEMNITY OR OTHER EXPENSES THAT MIGHT BE CLAIMED BY THE AGENCY AGAINST THE COMPANY

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

AND

RXR GLEN ISLE PARTNERS LLC

MASTER TAX AGREEMENT

Dated as of November 1, 2016

Garvies Point Project

Tax Jurisdictions:
Nassau County
City of Glen Cove
Glen Cove City School District
Glen Cove Public Library

Tax Map No(s):
Section 21, Block 259, Lot 8
Section 31, Block G, Lot 617
Section 21, Block A, Lot 459, 541, 648, 661, 662, 687, 688, 689, 690
Section 21, Block 259, Lots 2, P/O 3, P/O 4
Section 21, Block A, Lot 692, 694, 431, 542-545

MASTER TAX AGREEMENT

THIS MASTER TAX AGREEMENT, (the "Master Tax Agreement") dated as of the 1st day of November, 2016, by and between **RXR GLEN ISLE PARTNERS LLC**, a Delaware limited liability company authorized to do business in New York with offices at 625 RXR Plaza, Uniondale, New York 11556, and its successors and/or assigns (the "Company") and **GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 9-13 Glen Street, Glen Cove, New York 11542, and its successors and/or assigns (the "Agency").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 374, Section 1 of the Laws of 1974 of the State of New York and Title I of Article 18-A of the General Municipal Law of the State of New York, as amended from time to time (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, pursuant to that certain Contract for Sale of Land for Private Redevelopment by and among the Agency, the Glen Cove Community Development Agency (the "GCCDA"), and Glen Isle Development Company, LLC (as assigned to the Company), dated as of May 14, 2003, as amended (the "Land Disposition Agreement"), the Agency is to take actions under the New York Urban Renewal Law and as otherwise permitted by law to effectuate the Urban Renewal Plan established by the GCCDA and on or about the date hereof, simultaneously with the termination of the Land Disposition Agreement, the Agency has transferred to the Company by bargain and sale deed(s) (the "Deed") approximately 44 acres of land located on Garvies Point Road, Herb Hill Road and Dickson Street in the City of Glen Cove, Nassau County, New York as more accurately described in **Schedule A-1** attached hereto (the "Land", which Land will also include additional real property to be acquired by the Company for the Garvies Point Project (as defined below), including, but not limited to, real property currently owned by private parties (commonly known as the 'Gateway Parcels'), as well as additional real property to be acquired by the Company from the Agency); and

WHEREAS, under the terms of the Deed, the Agency reserved a perpetual exclusive easement in favor of the Agency, its successors and assigns, including the right to assign or dedicate said easement to the City of Glen Cove, Nassau County, New York, and its successors and/or assigns (the "City"), for public use of the public use easement areas as more particularly set forth in **Schedule A-2** attached hereto (the "Public Use Easement Areas") and said easement has been documented by a certain Garvies Point Perpetual and Exclusive Public Use Easement dated on or about the date hereof, as same may be amended, modified and/or restated (the "Public Use Easement", which Public Use Easement will require that any additional real property acquired by the Company which is contemplated to be within the Public Use Easement Areas will automatically be subject to the Public Use Easement); and

WHEREAS, the Company submitted an Application for Financial Assistance dated June 3, 2016 (the "Application") to the Agency and the Glen Cove Local Economic Assistance Corporation (the "Issuer") requesting, inter alia, the Agency undertake a mixed-use project (the "Project" or the "Garvies Point Project") consisting of the following: (A) the acquisition of the Land subject to the reservation of the Public Use Easement by the Agency on a portion of the Land (the Land is delineated as either Private Use Improvement Areas or Public Use Improvement Areas as depicted in **Schedule B** attached hereto); (B) as part of a unified project to effectuate the purposes of the Urban Renewal Plan, the acquisition and construction on the Land by the Company or the Agency of a planned smart growth community of certain buildings and other improvements containing: (i) on the Public Use Easement Areas (and nearby public land) improvements consisting of, among other things, parks and playgrounds, an esplanade, underground utilities, wetlands, marine bulkheads, marinas, boardwalks and other walkways, an amphitheater, an ecology pier, landscaping, lighting, roadways and other public improvements, infrastructure and amenities (collectively, the "Public Use Improvements"), together with assisting the City in funding a portion of certain roadway improvements to be undertaken by the City to improve Garvies Point Road and Herb Hill Road up to its terminus at Garvies Point Beach, including, but not limited to, pavement, curbing, lighting, landscaping, sidewalks, drainage and other utility infrastructure (collectively, the "Garvies Point Road Public Improvements") and the demolition of a certain decommissioned City-owned incinerator located in the vicinity of the Project site, at 200 Morris Avenue in the City (the "Incinerator") to be undertaken by the City in order to enhance views from the public open spaces on the Project site, including from Crescent Park and its environs, when looking south (the "Incinerator Project", and collectively with the Garvies Point Road Public Improvements, the "City Public Improvements", and together with the Public Use Improvements, the "Public Improvements"), all as described in **Schedule C** attached hereto; and (ii) on the private improvement areas of the Land (the "Private Use Improvement Areas"), improvements consisting of approximately 1,719,932 gross square feet of space containing (i) approximately 1,644,932 gross square feet of space containing a total of up to approximately 486 rental residential units, 513 condominium units and 111 workforce housing units (55 for rent and 56 for sale) (collectively, the "Residential Units"), and (ii) approximately up to 75,000 gross square feet of retail, restaurant, cultural and related space (collectively, the "Commercial Space", and together with the Residential Units, the "Private Use Improvements" and together with the Public Improvements, the "Improvements"); and (C) the acquisition and installation in and around the Improvements of certain items of machinery, personal property, fixtures and equipment (the "Equipment", and together with the Land and the Improvements, the "Facility"); and

WHEREAS, in order to induce the Company to acquire, develop, construct, renovate, reconstruct and equip the Private Use Improvements, the Agency is willing to take a leasehold interest in the Private Use Improvement Areas pursuant to a lease from the Company to the Agency and the Issuer, as same may be amended, modified and/or restated (the "Lease") and thereafter, the Agency will develop the Public Use Improvements through the Company as agent of the Agency under the terms of a Public Use Improvements Construction and Funding Agreement and will develop the Private Use Improvements through the Company as its agent and lease the Private Use Improvements and the Private Use Improvement Areas (collectively, the "Private Use Facility") back to the Company pursuant to a leaseback from the Agency to the

Company, as same may be amended, modified and/or restated (the "Leaseback", and collectively with the Lease, the "Lease Agreements"); and

WHEREAS, the Private Use Improvements located in the Private Use Improvement Areas comprise (references to various Blocks below are to Block designations denoted on the Amended PUD Master Development Plan for Garvies Point and related Amended PUD Subdivision for the Project approved by the City of Glen Cove Planning Board by resolution filed on October 7, 2015):

(i) Block A comprising 346 for sale condominium residential units and a restaurant ("Block A"),
(ii) Block B comprising 167 for sale condominium residential units and retail ("Block B"),
(iii) Block D for Future Additions with zoning and the approved Amended PUD Master Development Plan permitting commercial spaces,
(iv) Block E comprising 101 residential rental units ("Block E"),
(v) Block F comprising 56 workforce condominium residential units ("Block F"),
(vi) Block G comprising 55 workforce residential rental units ("Block G"),
(vii) Block H comprising 177 residential rental units and a retail unit ("Block H"),
(viii) Block I comprising 208 residential rental units and retail ("Block I"), and
(xi) Block J comprised of certain retail and commercial improvements ("Block J"); and

WHEREAS, the Issuer shall issue its Tax-Exempt and Taxable Revenue Bonds (Garvies Point Public Improvement Project), Series 2016 (the "Bonds" or the "Public Improvement Bonds"), in one or more Series and Sub-series, in an aggregate principal amount currently estimated to be $124,562,832.65, but not to exceed $150,000,000, consisting of (i) Current Interest Revenue Bonds, (ii) Capital Appreciation Revenues Bonds, (iii) Convertible Capital Appreciation Revenue Bonds, and (iv) Current Interest Taxable Revenue Bonds all for the purpose of financing a portion of the costs of a certain public improvement project (the "Public Improvement Project" or the "Bond-Funded Public Improvement Project") to be undertaken by the Agency consisting of: (A) the acquisition, construction and equipping and/or funding of the Public Improvements; and (B) the payment of all or a portion of the costs incidental to the issuance of the Public Improvement Bonds, including issuance costs of the Bonds, capitalized interest, if any, and the funding any reserve funds as may be necessary to secure the Public Improvement Bonds (the items (A) through (B) above being hereinafter collectively referred to as the "Costs of the Public Improvement Project" or "Public Improvement Project Costs"); and

WHEREAS, simultaneous with the execution and delivery of the Deed: (i) the Company shall lease the Private Use Facility to the Agency pursuant to the Lease, (ii) the Agency shall lease the Private Use Facility back to the Company pursuant to the Leaseback, and (iii) the Agency and the Company shall enter into this Master Tax Agreement pursuant to which the Company shall make certain in-lieu of tax payments to the Agency for the benefit of the holders

of the Bonds, Nassau County, and its successor and/or assigns ("County"), the City, the Glen Cove City School District, and its successor and/or assigns (the "School District") and the Glen Cove Public Library, and its successor and/or assigns (the "Library" and collectively with the County, the City and the School District, the "Tax Jurisdictions"); and

WHEREAS, pursuant to Section 874(4)(b) of the Act, notices of deviation from the Agency's uniform tax exemption policy were sent to the Tax Jurisdictions on June 28, 2016; and pursuant to Section 874 of the Act, each Tax Jurisdiction consented to the allocation set forth herein pursuant to the attached consents; and

WHEREAS, pursuant to its consent, the County has directed that the amount of in-lieu of tax payments it would have received but for its consent to the referenced allocation (the "County Portion") shall be allocated to the City and disbursed at the direction of the City; and

WHEREAS, pursuant to its Consent and this Master Tax Agreement, the City has directed that the County Portion shall be allocated to and paid to the Agency and The Bank of New York Mellon, as trustee for the Public Improvement Bonds (the "Trustee"); and

WHEREAS, the Issuer shall loan the net proceeds of the Public Improvement Bonds to the Agency for the purpose of financing the undertaking of the Public Improvement Project pursuant to that certain Loan Agreement by and between the Issuer and the Agency, as same may be amended, modified and/or restated (the "Loan Agreement"). The Agency's payment and other obligations under the Loan Agreement shall be non-recourse to the Agency, the CDA, the City and the other Tax Jurisdictions and payments to be made under the Loan Agreement are to be derived solely from payments made by the Company and other property owners under this Master Tax Agreement; and

WHEREAS, in order to provide for the payment of the principal of and interest on the Public Improvement Bonds, the Agency shall assign its right to receive the Tax Agreement Revenues (as defined herein) (other than the Agency's Unassigned Rights as defined in the Section 6.1 of the Leaseback) to be made under this Master Tax Agreement to the Issuer, pursuant to that certain Assignment of Master Tax Agreement from the Agency to the Issuer (the "Assignment of Master Tax Agreement"); and

WHEREAS, as security for the payments due under this Master Tax Agreement, the Company shall execute and deliver a certain Master Tax Agreement Mortgage pursuant to which the Company shall grant a mortgage lien on and security interest in the Private Use Facility to the Agency and the Issuer, as the same may be amended, modified and/or restated (the "Master Tax Agreement Mortgage"). Amounts secured from time to time by the Master Tax Agreement Mortgage shall be a first lien and other mortgages on the respective portions of the Private Use Facilities shall be subordinate thereto. The Agency and the Issuer will assign all of their rights under the Master Tax Agreement Mortgage (other than the Agency's Unassigned Rights (as defined in the Leaseback) and the Issuer's Reserved Rights (as defined in the Indenture)) to the Trustee pursuant to a certain Assignment of Mortgage from the Agency and the Issuer to the Trustee (the "Assignment of Mortgage"). The Master Tax Agreement Mortgage and Assignment

of Mortgage shall be recorded by the Issuer so as to be exempt from any and all applicable state and local mortgage recording taxes; and

WHEREAS, the Company and the Agency, as mortgagor, will enter into mortgage(s) in connection with financing to be incurred by the Company associated with the Private Use Improvements, as the same may be amended, modified and/or restated (the "Commercial Mortgages", and together with the Master Tax Agreement Mortgage and any other mortgage required in connection with the issuance of the Bonds, the Public Use Improvements and/or the Private Use Improvements, the "Mortgages"); all such mortgages to be non-recourse as to the Agency, the Issuer and the Tax Jurisdictions and to be recorded by the Issuer so as to be exempt from all applicable state and local mortgage recording taxes; and

WHEREAS, the Bonds are being purchased by Citigroup Global Markets Inc., as underwriter (the "Underwriter"), pursuant to a certain Bond Purchase Agreement, dated October 20, 2016, by and between the Agency, the Issuer and the Underwriter (the "Bond Purchase Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of real estate taxes (exclusive of special district charges) which otherwise would be imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, by the Tax Jurisdictions (the "Otherwise Applicable Taxes"), other than special charges as defined in Section 2.1 below and which shall be paid by the Company outside this Master Tax Agreement as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments of the Tax Agreement Revenues (as defined herein) to the Agency for the benefit of the Bondholders (as defined in the Indenture) and the Tax Jurisdictions.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in Lieu of Otherwise Applicable Taxes:

Section 1.1 Exemption Application. (A) The Agency holds a leasehold interest in the Private Use Improvement Areas pursuant to the Lease Agreements and holds public use easement rights in the Public Use Improvement Areas pursuant to the Public Use Easement. The parties agree that the Company may add improvements to Block D as Future Additions (as defined herein) and upon so doing the Future Additions shall become a part of to the Private Use Improvements pursuant to an amendment to this Agreement (including an increase in the amount of Tax Agreement Revenues). Additionally, the parties will amend this Master Tax Agreement once as-built surveys are available to confirm that all Public Use Improvements are in the Public Use Improvement Areas or on otherwise publically owned lands and that all the Private Use Improvements are in the Private Use Improvement Areas. **THIS MASTER TAX**

AGREEMENT IS SUBJECT TO AMENDMENT AND BIFURCATION FROM TIME TO TIME. CONDOMINIUM OWNERS SHALL BE HELD SEVERALLY BUT NOT JOINTLY LIABLE (LIMITED TO IN REM ACTIONS AND EXPRESSLY EXCLUDING IN PERSONAM ACTIONS) AND, WITH RESPECT TO CONDOMINIUM OWNERS, THE SEVERAL LIABILITY SHALL BE LIMITED FURTHER IN ALL EVENTS TO BE SOLELY FOR TAX AGREEMENT REVENUES WITHOUT OBLIGATIONS RELATED TO INDEMNITY OR OTHER EXPENSES THAT MIGHT BE CLAIMED BY THE AGENCY AGAINST THE COMPANY.

Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date (January 2, 2017) (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate tax assessors or board of assessment review, the Private Use Facility shall be exempt from Otherwise Applicable Taxes for the periods set forth in Section 1.3. The Public Use Easement Areas and Public Improvements shall also be exempt from Otherwise Applicable Taxes to the extent permitted by law and an Exemption Application shall be filed with respect thereto. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Applications and shall provide such additional information and take such actions as are required by the appropriate tax assessors to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback to the contrary, (even in the event the exemption from Otherwise Applicable Taxes is denied or delayed for any reason), the Company does hereby agree to pay all Otherwise Applicable Taxes levied upon the Facility as they become due, specifically including but not limited to Otherwise Applicable Taxes for years prior to and after the tax years covered by this Master Tax Agreement. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Otherwise Applicable Taxes.

(B) Agreement to Make In Lieu Payments of Otherwise Applicable Taxes. The parties agree and acknowledge that payments made under this Master Tax Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Tax Jurisdictions would otherwise not receive because the subject parcels are currently exempt from the payment of Otherwise Applicable Taxes pursuant to Section 412-a of the Real Property Tax Law and Section 874 of the Act. The County of Nassau has directed that the County Portion (as defined above) shall be allocated to the City and disbursed at the direction of the City and pursuant to its Consent, the City has directed that the County Portion shall be allocated to and paid to the Agency and the Trustee. The Company shall pay to the Agency, by the Bi-Annual Payment Dates (defined below) of each year beginning on May 1, 2017, as an in lieu of tax payment, in equal bi-annual amounts which in the aggregate equal the annual Tax Agreement Revenues as set forth on **Section A of Payment Schedule 1.1 and 1.2** ("Tax Agreement Revenues") for the periods described in Section 1.3 (the portion of the Tax Agreement Revenues made in each year that is not in excess of Otherwise Applicable Taxes shall collectively be the "Scheduled Payments" and the portion of the Tax Agreement Revenues made in each year, if any, that is in excess of Otherwise Applicable Taxes shall be the Other Charges (as defined in

Section 2.1 hereof). The parties intend for all the Scheduled Payments to be treated as income tax deductible expenses related to real property tax payments under and in accordance with Section 164(a)(1) of the Internal Revenue Code and comparable sections of the New York State Tax Law. The Bi-Annual Payment Dates shall be November 1 and May 1 of each year. As this Master Tax Agreement is amended and bifurcated to admit individual Condo Owners as parties with respect to one or more specific residential condominium unit(s), the obligations of the Company with respect to payments related to the respective condominium unit shall terminate and the sole recourse shall be a claim against the Condo Owner and the respective unit contractually for the amount due as secured by the continuing claim and lien of the Master Tax Agreement Mortgage, as same has been split to encumber the respective unit. The Company is hereby directed to deliver the Notice of Condo Owner Limited Liability attached hereto as **Condo Owner Notice Exhibit** to be included in the Declaration of Condominium (the "Declaration") or, if not included in the Declaration, to be recorded with the respective deed for the respective condominium unit to establish of record said limited recourse obligation of the Condo Owner. In all events, the parties agree that each Condo Owner's liability (limited to in rem actions and expressly excluding in personam actions) shall be limited to the obligations described in the Condo Owner Notice Exhibit.

(C) Assignment of Payments/Allocation. The Public Improvement Bonds will fund a portion of the necessary infrastructure to make the Garvies Point Project a reality and generate tax revenues. Pursuant to the Assignment of Master Tax Agreement, and the resolution of the City dated July 19, 2016, the Agency has assigned its rights to receive the Tax Agreement Revenues due hereunder to the Issuer which has been pledged to the Trustee, acting pursuant to a certain Trust Indenture (the "Indenture") by and between the Issuer and the Trustee, to be disbursed by the Trustee to the holders of the Bonds and the Tax Jurisdictions as set forth in the Indenture. The Trustee shall first use the Tax Agreement Revenues to pay all accrued and unpaid interest on the Public Improvement Bonds. After interest on the Public Improvement Bonds is paid, remaining amounts paid by the Company and/or its successors and assigns in lieu of taxes will be paid to the Tax Jurisdictions up to the amounts described in **Section B of Payment Schedule 1.1 and 1.2** (the "Priority Payments to the Tax Jurisdictions"). After payment of interest on the Public Improvement Bonds to the bondholders, then the Priority Payment to the Tax Jurisdictions, the bondholders will receive repayment of their principal and funding of reserves as contemplated by **Section A of Payment Schedule 1.1 and 1.2**. Thereafter any and all residual amounts will be paid to the Tax Jurisdictions as payments in excess of the Priority Payments to the Tax Jurisdictions already received. In furtherance of the foregoing, the Tax Jurisdictions have consented pursuant to and in accordance with Section 858(15) of the Act, such that the payments in lieu of taxes can be distributed as described herein. The Agency shall direct the Trustee to remit to the Tax Jurisdictions amounts received and payable to the Tax Jurisdictions hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Tax Jurisdictions as contemplated by the consents of the Tax Jurisdictions attached hereto as **Consent Exhibits**.

(D) Payments Made as Directed. All payments of Tax Agreement Revenues shall be made to the Trustee solely by electronic funds transfer, which may include wire transfer or ACH and other such electronic payment methods by which the Trustee is able to accept

payments, or as otherwise directed by the Agency with the written consent of the Trustee. The Company (on behalf of itself and its successors and/or assigns) hereby agrees to make all such Tax Agreement Revenues without further notice or invoice from the Agency, the Trustee or the Tax Jurisdictions.

(E) Right to Grieve and Contest. After giving written notice to the Agency, the Company and its successors and assigns may in good faith contest the denial of the Exemption Applications and or grieve formally or informally any or all of the respective assessments. Notwithstanding the foregoing, the Company hereby agrees for the benefit of the Tax Jurisdictions to not seek a refund of any taxes paid or to be paid for periods prior to the periods described in Section 1.3 and successful claims for refunds during the periods described in Section 1.3 shall be subject to the credit procedures described in **Section A of Payment Schedule 1.1 and 1.2**.

1.2 Valuation of Future Additions to the Private Use Facility: If there shall be a future addition to the Private Use Facility that has not been described in the Application constructed or added in any manner after the date of this Agreement, (including, without limitation, Block D), the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant evidence that the Agency may thereafter request. Unless the parties otherwise agree pursuant to an amendment to this Master Tax Agreement, upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Private Use Facility, the Company shall become liable for payment of an increase in the Tax Agreement Revenues. The Agency shall notify the Company of any proposed increase in the payment of the Tax Agreement Revenues related to such Future Addition based on assessments established by the assessor. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased amount of Tax Agreement Revenues until a different payment of Tax Agreement Revenues shall be established through grievance or otherwise. If a lesser payment of Tax Agreement Revenues is determined in any proceeding or by subsequent agreement of the parties, the payment of Tax Agreement Revenues shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding payment(s) of Tax Agreement Revenues.

1.3 Period of Benefits/Term of Master Tax Agreement. The Otherwise Applicable Tax benefits provided for herein shall be deemed to commence with the remainder of the 2016 County tax year, the 2016/17 School District tax year, the 2016 City tax year and the 2016 Library tax year through the respective County, School, Library and City tax years that include that date that is the later of (i) the date the Bonds are paid in full PLUS five fiscal years thereafter OR (ii) forty (40) fiscal tax years, but in no event longer than ninety-nine (99) fiscal tax years; provided in all events during the last five (5) fiscal years after the year in which the Bonds are paid in full and satisfied (the "Step Down Period") a payment adjustment shall be made (the "Tax Adjustment") and any increase in payments related to a Tax Adjustment shall be phased in equal increases over each of the remaining five (5) years of the term of this Master Tax Agreement. Subject to the foregoing, the Otherwise Applicable Tax benefits provided for herein

shall continue until sufficient payments have been received by the Trustee in order to pay all interest, principal and other amounts due under the Public Improvement Bonds. Notwithstanding the foregoing, the benefits provided for herein for Blocks E, G, H and I shall expire at the end of the 20th fiscal tax year following issuance of a Certificate of Occupancy for the respective improvements.

Notwithstanding the foregoing, upon the expiration of the period of Otherwise Applicable Tax benefits as aforesaid, the Private Use Facility shall immediately be returned to the tax rolls on a Block by Block basis (prorated if same occurs other than at the beginning or end of the tax year or continued on the exempt side to permit a partial year billing hereunder) and the Company shall pay all Otherwise Applicable Taxes. The Public Use Improvements shall continue to be exempt from Otherwise Applicable Taxes.

In no event shall the Company be entitled to receive tax benefits relative to the Private Use Facility for more than the periods provided for herein, unless the period is extended by amendment to this Master Tax Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"); provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits upon compliance with the provisions of the Act.

Section II - Special District Charges, Special Assessments and Other Charges.

2.1 *Special District Charges and other payments*: To the extent not included in the Agency's tax exemption under the Act, special district charges, special assessments, special ad valorem levies and district charges including but not limited to pure water charges and Nassau County sewer district charges (collectively the "Special Charges"), are not included in the amount of the payment of Tax Agreement Revenues and are to be paid in full in accordance with normal billing practices. In addition, notwithstanding anything in this Master Tax Agreement to the contrary, in the event the Tax Agreement Revenues set forth on **Section A of Payment Schedule 1.1 and 1.2** exceed what is authorized by General Municipal Law Article 18-A, such excess, if any, shall be deemed an additional charge payable pursuant to this Master Tax Agreement, but shall not be an in-lieu of payment of Otherwise Applicable Taxes (the "Other Charges").

Section III - Transfer of Facility.

3.1 In the event this Master Tax Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility as if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the

exemption described herein or date of termination. In no event shall the Company unilaterally terminate this Master Tax Agreement without providing for payment in full of the Bonds then outstanding pursuant to and in accordance with the Indenture.

3.2 Condominium Conversion. It is contemplated that the residential buildings to be constructed on Blocks A, B and F will be converted into condominium form of ownership (each, a "Condo Conversion") and individual condominium units sold (and resold) to third parties (each such unit owner, a "Condo Owner" or collectively, the "Condo Owners"). Each Condo Owner shall be liable for the allocable share the Tax Agreement Revenues. Each Condo Owner's liability for such payment of Tax Agreement Revenues shall be several and not joint (limited to in rem actions and expressly excluding in personam actions). The parties hereto may amend **Section A of Payment Schedule 1.1 and 1.2** hereto to enumerate such Tax Agreement Revenues allocable to each such condominium unit upon a Condo Conversion by recording the Condo Owner Notice attached hereto as the Condo Owner Notice Exhibit. The Declaration shall contain provisions reasonably acceptable to the Agency regarding the assumption by each Condo Owner of its several obligation for its allocable share of the payment of the Tax Agreement Revenues and an acknowledgment by such Condo Owner that its unit is encumbered by the Master Tax Agreement Mortgage, as the same has been split to encumber the respective unit, as well as provisions for the condominium association to assume certain obligations with regard to the maintenance and operation of the Public Use Improvements.

3.3 Public Use Improvement Areas. It is contemplated that the all or portions of the Public Use Improvements may be dedicated to the City or otherwise transferred to a public entity from time to time subject to the terms and conditions of the Trust Indenture and the concurring opinion of bond counsel that the Bonds remain tax exempt.

3.4 Separate Financing. The Company shall have the right from time to time, on notice to the Agency, to bifurcate the obligations contained herein and in previously bifurcated agreements and to assign its rights and obligations to one or more entities affiliated with the Company for purposes of financing or to the respective Condo Owners. Upon so notifying the Agency, the parties will prepare bifurcated agreements to reflect the allocation of the obligations to the various portions of the Facility which are the subject of the respective bifurcated agreements and related lease and leaseback agreements. Other than the bifurcation to assign to affiliates for separate financings, the Condo Conversions described in Section 3.2 and assignments to the Trustee, or as otherwise permitted by the Lease Agreements, no other portion of any interest in this Agreement may be assigned or subleased by the Company (excepting assignments and subleases in the ordinary course authorized by the Lease Agreements), nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld, delayed or conditioned.

Section IV - Events of Default.

4.1 Events of Default. The following shall each constitute an "Event of Default" hereunder. The failure by the Company to: (i) make any of the payments described in Section I within fifteen (15) days of the Bi-Annual Payment Date (the "Delinquency Date"); (ii) make any

other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Lease Agreements after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Tax Jurisdictions may have at law or in equity, the Agency and/or Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Tax Jurisdiction to recover any such amount. The Agency and the Company hereby acknowledge the right of the Agency (or its designee) pursuant to the Assignment of Master Tax Agreement to enforce the provisions hereof and that absent manifest error, billings as calculated by the Master Tax Agreement Administrator shall be presumed to be correct and paid even if a dispute is identified by the paying party with adjustments made at a later date once the dispute is resolved. Any such adjustments shall be subject to the credit provisions of **Section A of Payment Schedule 1.1 and 1.2**.

4.2 Late Payments. If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 4.1, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Tax Jurisdictions.

4.3 Mortgagee Notice. Prior to exercising any remedy hereunder, any Mortgagee, as defined in the Leaseback shall be afforded notice and the cure rights set forth in the Leaseback, as if such section were set forth in full herein.

Section V – Miscellaneous.

5.1 Counterparts/Amendments. This Master Tax Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument. The Agency and the Company may amend, bifurcate or supplement this Master Tax Agreement from time to time.

5.2 Notices. All notices, certificates and other communications hereunder shall be in

5.3 Applicable Law. This Master Tax Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York, without reference to principles of conflicts contained herein, applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the state courts located in Nassau County, New York.

5.4 Non-Recourse to Agency. Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither any member of the Agency nor any person executing this Master Tax Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Master Tax Agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

[Signature and Acknowledgement Page to Master Tax Agreement (1 of 2)]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Reginald A. Spinello
Title: Chairman

State of New York)
County of Nassau) *ss.:*

On the 15th day of November in the year 2016, before me, the undersigned, personally appeared **Reginald A. Spinello**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Milan K Tyler
Notary Public, State of New York
No. 02TY4949790
Qualified In West County
Commission Expires June 12, 2017

[Signature and Acknowledgement Page to Master Tax Agreement (2 of 2)]

RXR GLEN ISLE PARTNERS LLC

By: _____
Authorized Signatory

State of New York)
County of Nassau) *ss.:*

On the 17th day of November in the year 2016, before me, the undersigned, personally appeared Michael Maturo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

JEANETTE M. BOSSHART
Notary Public, State of New York
No. 01BO6273351
Qualified in Nassau County
Commission Expires Dec. 10, 2016

PAYMENT SCHEDULE 1.1 and 1.2
To Master Tax Agreement, dated as of November 1, 2016
By and between Glen Cove Industrial Development Agency and RXR Glen Isle Partners LLC

SECTION A. PRIVATE USE IMPROVEMENTS:

SCHEDULE 1.1 MASTER TAX AGREEMENT REVENUE				
BLOCK	Approved # of Units	Pre-construction (period prior to issuance of applicable building permit)	During Construction (period after issuance of applicable building permit until issuance of applicable Certificate of Occupancy)	Post Completion (period after issuance of applicable Certificate of Occupancy)
A	346	Otherwise Applicable Taxes ("OAT")	($8,353,400 minus 50% of the annual aggregate taxes for all completed units) plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, times percentage of completion as of 90 days prior to the first Biannual Payment Date in each calendar year	Aggregate of per Unit amounts pursuant to Schedule 1.2 hereto
B	167	OAT	($1,648,290 minus 50% of the annual aggregate taxes for all completed units) plus 1.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, times percentage of completion as of 30 days prior to the first Biannual Payment Date in each calendar year	Aggregate of per Unit amounts pursuant to Schedule 1.2 hereto
E	101	Lower of (i) $101,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter or (ii) OAT	$101,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter	$101,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, for 20 years post completion
F	56	OAT	($174,720 minus 50% of the annual aggregate taxes for all completed units) plus 1.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, times percentage of completion as of 30 days prior to the first Biannual Payment Date in each calendar year	OAT
G	55	OAT	$55,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter	$55,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, for 20 years post completion
H	177	Lower of (i) $177,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter or (ii) OAT	$177,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter	$177,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, for 20 years post completion
I	208	Lower of (i) $208,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter or (ii) OAT	$208,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter	$208,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, for 20 years post completion
H Retail Block U and Restaurant	n/a	OAT	% of completion as of 60 days before tax payment due date times $3.50/net usable retail sf, as such area shall be certified by a licensed architect or engineer selected by the Agency, plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, for 20 years post completion	$3.50/net usable retail sf, as such area shall be certified by a licensed architect or engineer selected by the Agency, plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter

2024	$ 19,448.00	The ratio of (a) each Unit's assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block A, or phase thereof, times Delt for the present year, times the total number of Units within Block A, or phase thereof.	$ 19,740.80	The ratio of (a) each Unit's assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block B, or phase thereof, times Delt for the present year, times the total number of Units within Block B, or phase thereof.
2023	$ 19,838.80	Prior Year times 102% (1)	$ 20,134.80	Prior Year times 102% (1)
2022	$ 20,235.38	Prior Year times 102% (2)	$ 20,537.50	Prior Year times 102% (2)
2021	$ 20,639.86	Prior Year times 102% (3)	$ 20,948.25	Prior Year times 102% (3)
2020	$ 21,042.48	Prior Year times 102% (4)	$ 21,357.23	Prior Year times 102% (4)
2019	$ 21,464.35	Prior Year times 102% (5)	$ 21,784.68	Prior Year times 102% (5)
2018	$ 21,893.60	Prior Year times 102% (6)	$ 22,220.45	Prior Year times 102% (6)
2017	$ 22,330.45	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block A, or phase thereof, both (a) and(b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block A, or phase thereof.	$ 22,675.08	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block B, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block B, or phase thereof.
2016	$ 22,777.26	Prior Year times 102% (1)	$ 23,128.56	Prior Year times 102% (1)
2015	$ 23,232.88	Prior Year times 102% (2)	$ 23,591.13	Prior Year times 102% (2)
2014	$ 23,687.35	Prior Year times 102% (3)	$ 24,052.95	Prior Year times 102% (3)
2013	$ 24,271.20	Prior Year times 102% (4)	$ 24,544.21	Prior Year times 102% (4)
2012	$ 24,834.62	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block A, or phase thereof, both (a) and(b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block A, or phase thereof.	$ 25,085.09	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block B, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block B, or phase thereof.
2011	$ 25,347.71	Prior Year times 102% (1)	$ 25,535.79	Prior Year times 102% (1)
2010	$ 25,850.67	Prior Year times 102% (2)	$ 26,096.34	Prior Year times 102% (2)
2009	$ 26,365.68	Prior Year times 102% (3)	$ 26,547.44	Prior Year times 102% (3)
2008	$ 26,846.35	Prior Year times 102% (4)	$ 27,026.79	Prior Year times 102% (4)
2007	$ 27,220.49	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block A, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block A, or phase thereof.	$ 27,640.77	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block B, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block B, or phase thereof.
2006	$ 27,745.11	Prior Year times 102% (1)	$ 28,193.78	Prior Year times 102% (1)
2005	$ 28,510.45	Prior Year times 102% (2)	$ 28,797.48	Prior Year times 102% (2)
2004	$ 28,885.92	Prior Year times 102% (3)	$ 29,282.68	Prior Year times 102% (3)
2003	$ 29,464.55	Prior Year times 102% (4)	$ 29,818.25	Prior Year times 102% (4)
2002	$ 30,053.84	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block A, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block A, or phase thereof.	$ 30,537.64	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block B, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block B, or phase thereof.
2001	$ 30,654.92	Prior Year times 102% (1)	$ 31,127.99	Prior Year times 102% (1)
2000	$ 31,268.09	Prior Year times 102% (2)	$ 31,760.68	Prior Year times 102% (2)
1999	$ 31,897.38	Prior Year times 102% (3)	$ 32,365.56	Prior Year times 102% (3)
1998	$ 32,551.25	Prior Year times 102% (4)	$ 33,083.37	Prior Year times 102% (4)
1997	$ 34,181.69	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block A, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block A, or phase thereof.	$ 33,833.94	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block B, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block B, or phase thereof.
1996	$ 33,843.51	Prior Year times 102% (1)	$ 34,867.82	Prior Year times 102% (1)
1995	$ 34,515.43	Prior Year times 102% (2)	$ 35,055.17	Prior Year times 102% (2)
1994	$ 35,212.87	Prior Year times 102% (3)	$ 35,756.79	Prior Year times 102% (3)
1993	$ 35,917.13	Prior Year times 102% (4)	$ 36,474.49	Prior Year times 102% (4)
1992	$ 36,635.47	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block A, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block A, or phase thereof.	$ 37,300.83	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block B, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block B, or phase thereof.
1991	$ 37,369.18	Prior Year times 102% (1)	$ 37,946.86	Prior Year times 102% (1)
1990	$ 38,136.84	Prior Year times 102% (2)	$ 38,709.79	Prior Year times 102% (2)
1989	$ 38,877.65	Prior Year times 102% (3)	$ 39,472.88	Prior Year times 102% (3)
1988	$ 39,653.41	Prior Year times 102% (4)	$ 40,767.38	Prior Year times 102% (4)
1987	$ 41,448.52	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block A, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block A, or phase thereof.	$ 41,972.71	The greater of (i) otherwise applicable times times 85%, or (ii) the ratio of (a) each Unit's most recent assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block B, or phase thereof, both (a) and (b) pursuant to the City of Glen Cove, times Delt for the present year, times the total number of Units actually developed within Block B, or phase thereof.
2025 and Beyond	$ 41,257.49	Prior Year times 102% (1)	$ 41,894.38	Prior Year times 102% (1)

(1) Unless such year is the first year post completion of construction, and, if so, then the ratio of (a) each Unit's assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block A, or phase thereof, times Delt for the present year, times the total number of Units within Block A, or phase thereof.

(2) Unless such year is the first year post completion of construction, and, if so, then the ratio of (a) each Unit's assessed valuation to (b) the aggregate of the assessed valuations of all Units within Block B, or phase thereof, times Delt for the present year, times the total number of Units within Block B, or phase thereof.

* For the years 2019 through 2023, if there is a proportional build out of Block A and/or Block B, then there shall be a proportional adjustment on Delt and/or Delt 1, as applicable, to reflect such proportional build out. In the event units are combined and sold as a single unit, such combined units are to be aggregated in calculating the total number of Units.

Payments with respect to the Private Use Improvements that are Special Charges shall be payable directly to the special districts as billed but to the extent received by the Trustee shall be deposited in the *Special District Disbursement Account* established by the Trustee under the Indenture related to the Bonds and payable to the Special Districts.

All other payments with respect to the Private Use Improvements shall be payable to one or more Disbursement Accounts established by the Trustee under the Indenture related to the Bonds.

To the extent that payments are based on the percentage of completion of a Block, the amounts due shall be calculated based on the above schedule by a firm designated from time to time by the Agency and approved by the Trustee (the "Master Tax Agreement Administrator"), based on the percentage of completion of the respective improvements as certified by an Architect on AIA percentage completion forms during construction periods or otherwise in form reasonably acceptable to the Agency and Trustee, as of and on the date thirty (30) days prior to the first Bi-Annual Payment Date in each calendar year. The annual amount calculated from time to time by the Master Tax Agreement Administrator shall be separately determined for each Private Use Improvement with the allocation of amounts due by Condo Owners allocated based on the respective unit assessed value as compared to all assessed values in the respective building as invoiced from time to time by the Master Tax Agreement Administrator.

Amounts paid hereunder shall be disbursed, after expenses of the Master Tax Agreement Administrator, the Trustee and required rebates, as follows:

First Priority. To pay all unpaid interest and reserves for interest on the Public Improvement Bonds according to their terms; and

Second Priority. To pay all unpaid Priority Payments to the Tax Jurisdictions as described below;

Third Priority. To pay any and all other reserves then principal on the Public Improvement Bonds according to their terms; and

Fourth Priority. To the Tax Jurisdictions allocated based on Schedule A to the Consent Exhibits hereto.

As contemplated by Section 1.1(E) of this Master Tax Agreement, all parties to this Master Tax Agreement (whether by assignment or succession, specifically including but not limited to the Condo Owners) are qualified to commence and prosecute a grievance (informally or through litigation or otherwise as permitted by law) of their assessment. Should the grievance process result in a lower assessment, the Master Tax Agreement Administrator shall credit amounts overpaid for prior years to the extent the assessment was utilized in the Master Tax Agreement calculations of the amounts payable hereunder by the respective party and said additional amount was actually paid. The Master Tax Agreement Administrator is hereby directed to apply 1/3rd of the credit as certified by the respective party and confirmed by the Master Tax Agreement Administrator to its reasonable satisfaction, to each of the next six bi-annual payments due hereunder by the respective party, without interest; provided however, if the Trustee determines that the credit when taken with other anticipated credits will result in payments to the Trustee in any particular year of less than the Stabilization Period Minimum Payments, then the Trustee is directed to apply the credit plus interest at six percent (6%) per annum over a greater number of bi-annual payments that permits the Trustee to reasonably conclude that payments received will be at or above the Stabilization Period Minimum Payments.

The Master Tax Agreement Administrator shall make a Tax Adjustment as of the beginning of the Step Down Period and cause the increase, if any, in payments hereunder to be phased in equal increases over each of the remaining five (5) years of the term of this Master Tax Agreement.

SECTION B. Estimated payments with respect to the Private Use Improvements. Assuming issuance of Certificates of Occupancy on or before the dates described below, the payments under Section A of Payment Schedule 1.1 and 1.2 hereto will be as follows (with interest subject to increase or decrease based on final pricing of the Bonds):

1. The Priority Payments to the Tax Jurisdictions shall be the fixed amounts set forth in Schedule A to the Consent Exhibits hereto for the years 2017-2038, inclusive.
2. The Fourth Priority payment set forth above shall be the projected amounts set forth in Schedule A to the Consent Exhibits hereto for the years 2044-2056, inclusive.

During years 2017 through 2021, there is an assumed construction schedule that contemplates a certain timing of completion. Should actual issuance of certificates of occupancy be delayed the Company will only be paying the amounts described in Section A of Payment Schedule 1.1 and 1.2 hereto. Upon the issuance of the last temporary or final Certificate of Occupancy described in the penultimate sentence, the Project will be assumed to have reached a stabilization point (the "Stabilization Point").

It is also anticipated that all improvements other than Building A and Building B will be on the tax rolls and paying Otherwise Applicable Taxes directly to the Tax Jurisdictions on or after 2037. The Company shall receive a credit against amounts due hereunder for actual Otherwise Applicable Taxes actually paid to a respective Tax Jurisdictions for any portion of the Land and Improvements during the term of this Master Tax Agreement.

SECTION C. Public Use Improvements.

No payments shall be due under this Master Tax Agreement with respect to the Public Use Improvements.

Schedule A-1

[Legal description of the Land - ATTACHED]

LAND CONVEYANCE PARCEL 1:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, in the County of Nassau and State of New York, bounded and described, as follows:

BEGINNING at a point on the westerly line of Dickson Lane distant the following courses and distances from the extreme southwesterly end of the curve which connects the new westerly line of Dickson Lane, as conveyed to the City of Glen Cove, with the new northwesterly line of Garvies Point Road, as conveyed to the City of Glen Cove:

1. Generally northwesterly and northerly along the new northwesterly line of Garvies Point Road and the new westerly line of Dickson Lane, along the arc of a curve bearing to the left having a radius of 340.50 feet, a distance of 322.24 feet to a point of compound curve and on the new westerly line of Dickson Lane;

2. Along the new westerly line of Dickson Lane, as its winds and turns, the following six (6) courses and distances:

    a. Generally northerly, northwesterly and westerly along arc of a curve bearing to the left having a radius of 60.50 feet; a distance of 103.23 feet to a point;
    b. North 11 degrees 35 minutes 34 seconds west, 72.98 feet to a point;
    c. North 62 degrees 21 minutes 56 seconds east, 27.07 feet to a point;
    d. North 33 degrees 12 minutes 57 seconds east, 59.31 feet to a point;
    e. North 10 degrees 28 minutes 51 seconds west, 16.51 feet to a point; and
    f. North 84 degrees 28 minutes 06 seconds east, 14.04 feet to the present westerly line of Dickson Lane;

3. north 05 degrees 31 minutes 54 seconds west, along the present westerly line of Dickson Lane, 66.36 feet to a point;

4. north 11 degrees 15 minutes 54 seconds west, still along the present westerly line of Dickson Lane, 377.61 feet to the true point of beginning;

RUNNING THENCE from said true point of beginning south 80 degrees 48 minutes 11 seconds west, a distance of 273.92 feet to a point;

THENCE south 11 degrees 33 minutes 39 seconds east, a distance of 398.08 feet to a point;

THENCE south 78 degrees 26 minutes 21 seconds west, a distance of 200.00 feet to a point;

THENCE north 11 degrees 33 minutes 39 seconds west, a distance of 20.59 feet to a point;

THENCE south 78 degrees 26 minutes 21 seconds west, a distance of 320.22 feet to a point;

THENCE north 11 degrees 33 minutes 39 seconds west, a distance of 311.46 feet to a point in lands now or formerly of Fair Housing Development Fund Corp.

THENCE the following five (5) courses and distances along said lands now or formerly of Fair Housing Development Fund Corp.;

1. north 78 degrees 34 minutes 21 seconds east, 193.47 feet;
2. .north 12 degrees 18 minutes 48 seconds west, 158.24 feet;
3. .north 03 degrees 22 minutes 06 seconds east, 140.00 feet;
4. north 33 degrees 52 minutes 06 seconds east, 80.00 feet; and
5. north 78 degrees 52 minutes 06 seconds east, 186.87 feet to a point to lands now or formerly of A. F. Kaufman, Inc.

THENCE along said lands now or formerly of A .F. Kaufman, Inc. the following (2) courses and distances:

1. south 11 degrees 15 minutes 54 seconds east, 179.70 feet;
2. north 80 degrees 48 minutes 06 seconds east, 324.31 feet to the present westerly line of Dickson Lane, and;

THENCE south 11 degrees 15 minutes 54 seconds east, along the present westerly line of Dickson Lane, 99.99 feet, more or less to the point or place of BEGINNING.

TOGETHER with the benefits, but subject to the burdens of that certain 25 foot wide right of way as granted and reserved by Creek Development Corp. to Edna Dorfman by deed dated December 22, 1956, recorded January 14, 1957 in Liber 6153 of Deeds page 244 and reserved over premises southerly by deed dated December 22, 1956 made by Creek Development Corp. to Frank Marmorale. The centerline of such right-of-way being described as beginning 50 feet northerly from the division line of Tax Lots 545 and 505 and running thence southerly along the division line between Tax Lots 545, 489, 505 and 643, 468 and 643 to the northerly line of Garvies Point Road.

SECTION: 21, BLOCK A LOTS: LOTS 431, 542 – 545

LAND CONVEYANCE PARCEL 2:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, in the County of Nassau and State of New York, bounded and described, as follows:

BEGINNING at the corner formed by the intersection of new southerly line of Herb Hill Road, as conveyed to the City of Glen Cove, with the new southerly line of Dickson Lane, a/k/a Garvies Point Road, as conveyed to the City of Glen Cove;

RUNNING THENCE north 64 degrees 46 minutes 34 seconds east, along the new southeasterly line of Herb Hill Road, 604.90 feet to a point;

THENCE north 21 degrees 45 minutes 39 seconds west, 9.17 feet to the present line of Herb Hill Road;

THENCE the following three (3) courses and distances along the present southeasterly line of Herb Hill Road;

1. north 69 degrees 42 minutes 40 seconds east, 14.76 feet to a point;
2. north 64 degrees 42 minutes 37 seconds east, 43.57 feet to a point;
3. generally northeasterly along the arc of a curve bearing to the left having a radius of 441.00 feet, a distance of 41.92 feet to a point;

THENCE south 21 degrees 45 minutes 39 seconds east, 374.08 feet to the northerly line of Glen Cove Creek; land the of United States of America;

THENCE along the said northerly line of Glen Cove Creek the following twelve (12) courses and distances:

1. south 57 degrees 57 minutes 27 seconds west, 258.08 feet to a point;
2. south 62 degrees 05 minutes 27 seconds west, 1.32 feet to a point;
3. north 21 degrees 50 minutes 53 seconds west, 8.70 feet to a point;
4. south 62 degrees 58 minutes 47 seconds west, 215.45 feet to a point;
5. south 62 degrees 05 minutes 27 seconds west, 333.70 feet to a point; and
6. south 62 degrees 25 minutes 57 seconds west, 244.81 feet to a point;
7. south 56 degrees 39 minutes 17 seconds west, 69.05 feet to a point;
8. north 33 degrees 20 minutes 43 seconds west, 13.15 feet to a point;
9. south 56 degrees 39 minutes 17 seconds west, 2360.55 feet to a point;
10. south 56 degrees 39 minutes 58 seconds west, 343.78 feet to a point;
11. north 33 degrees 49 minutes 42 seconds west, 34.79 feet to a point;
12. south 39 degrees 09 minutes 49 seconds west, 38.08 feet to a point in the mean high water line of Hempstead Harbor;

THENCE along said mean high water line of Hempstead Harbor the following eight (8) courses

and distances:

1. north 16 degrees 46 minutes 23 seconds west, 23.78 feet to a point;
2. north 10 degrees 26 minutes 35 seconds west, 27.46 feet to a point;
3. north 11 degrees 46 minutes 23 seconds west, 87.86 feet to a point;
4. north 22 degrees 07 minutes 05 seconds west, 29.15 feet to a point;
5. north 24 degrees 56 minutes 03 seconds west, 68.57 feet to a point;
6. north 60 degrees 45 minutes 29 seconds west, 100.11 feet to a point;
7. north 54 degrees 25 minutes 13 seconds west, 108.73 feet to a point;
8. north 70 degrees 53 minutes 18 seconds west, 203.16 feet to the new southerly line of Garvies Point Road;

THENCE along the new southerly line of Garvies Point Road, the following twenty-six (26) courses and distances:

1. north 44 degrees 42 minutes 14 seconds east, 163.72 feet to a point;
2. north 55 degrees 48 minutes 17 seconds east, 15.26 feet to a point;
3. generally southeasterly, easterly and northeasterly along the arc of a curve bearing to the left having a radius of 80.00 feet a distance of 239.33 feet to a point;
4. north 47 degrees 14 minutes 23 seconds east, 439.69 feet to a point or curve;
5. generally easterly along the arc of a curve bearing to the right having a radius of 341.50 feet a distance of 123.04 feet to a point;
6. north 67 degrees 52 minutes 59 seconds east, 106.46 feet to a point;
7. generally easterly along the arc of a curve bearing to the right having a radius of 566.50 feet, a distance of 62.00 feet to a point;
8. north 74 degrees 09 minutes 13 seconds east, 571.72 feet to a point of curve;
9. generally easterly along the arc of a curve bearing to the right having a radius of 766.50 feet, a distance of 303.47 feet to a point;
10. south 80 degrees 36 minutes 11 seconds east, 11.66 feet to a point; and
11. south 88 degrees 12 minutes 16 seconds east, 50.06 feet to a point;
12. south 78 degrees 57 minutes 57 seconds east, 66.42 feet to a point of curve;
13. generally southeasterly along the arc of a curve bearing to the left having a radius of 497.24 feet a distance of 55.74 feet to a point of compound curve;
14. generally southeasterly along the arc of a curve bearing to the left having a radius of 480.00 feet, a distance of 69.77 feet to a point;
15. south 74 degrees 42 minutes 09 seconds east, 31.02 feet to a point of curve;
16. northeasterly along the arc of a curve bearing to the left having a radius of 488.50 feet, a distance of 254.48 feet to a point;
17. north 57 degrees 47 minutes 20 seconds east, 131.23 feet to a point of curve;
18. generally northeasterly along the arc of a curve bearing to the left having a radius of 1038.50 feet, a distance of 81.38 feet to a point;
19. north 53 degrees 17 minutes 56 seconds east, 288.50 feet to a point;
20. north 23 degrees 52 minutes 35 seconds east, 8.14 feet to a point;
21. north 53 degrees 17 minutes 56 seconds east, 102.15 feet to a point of curve;

22. northeasterly along the arc of a curve bearing to the left having a radius of 409.50 feet a distance of 236.47 feet;
23. north 32 degrees 09 minutes 06 seconds east, 39.32 feet to a point;
24. north 05 degrees 31 minutes 54 seconds west, 31.30 feet to a point;
25. northeasterly along the arc of a curve bearing to the left having a radius of 409.50 feet a distance of 94.68 feet to a point; and
26. north 30 degrees 21 minutes 53 seconds east, 137.96 feet to the aforementioned corner, the point or place of BEGINNING.

SECTION 21 BLOCK 259 LOT 2 P/O LOT 3 & 4, & LOT 8
SECTION 21 BLOCK A LOTS 459, 541, 648, 661, 662, 687, 688, 689, 690, 692 & 694

LAND CONVEYANCE PARCEL 3:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, in the County of Nassau and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the present easterly line of Dickson Lane and the southerly line of The Place;

RUNNING THENCE along the southerly line of The Place the following two (2) courses and distances:

1. north 58 degrees 57 minutes 06 seconds east, 160.36 feet to a point;
2. north 56 degrees 28 minutes 06 seconds east, 20.59 feet to a point to the lands now or formerly of Konica Imaging USA, Inc.;

THENCE the following two (2) courses and distances along said lands now or formerly of Konica Imaging USA, Inc.

1. south 17 degrees 57 minutes 24 seconds east, 409.28 feet to a point;
2. south 22 degrees 40 minutes 49 seconds east, 429.00 feet to the present northerly line of Herb Hill Road; and

THENCE south 64 degrees 43 minutes 51 seconds west, along the present northerly line of Herb Hill Road, 254.52 feet to the northeasterly line of Dickson Lane, as conveyed to the City of Glen Cove, (hereinafter the "new northeasterly line of Dickson Lane");

THENCE the following four (4) courses and distances along the new northeasterly and new easterly line of Dickson Place;

1. north 86 degrees 34 minutes 38 seconds west, 31.15 feet to a point;
2. north 52 degrees 14 minutes 56 seconds west, 29.24 feet to a point;
3. north 10 degrees 28 minutes 51 seconds west, 10.82 feet to a point;
4. south 84 degrees 28 minutes 06 seconds west, 12.66 feet to a point; to the present easterly line of Dickson Lane; and

RUNNING THENCE the following two (2) courses and distances along the present easterly line of Dickson Lane;

1. north 05 degrees 31 minutes 54 seconds west, 61.71 feet to a point; and
2. north 11 degrees 15 minutes 54 seconds west, 723.06 feet to the aforementioned corner the point or place of BEGINNING.

SECTION 31 BLOCK G LOT 617

Schedule A-2

[Legal description of the Public Use Easement Areas - ATTACHED]

PROPOSED LOT 1 (PUBLIC AREA)
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the new southerly right-of-way of Garvies Point Road (variable width right-of-way) with the westerly line of Proposed Lot 2 as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 02°47'14" East a distance of 255.36 feet to a point, thence;
2. South 06°48'39" East a distance of 40.33 feet to a point, thence;
3. South 57°19'11" West a distance of 112.14 feet to a point, thence;
4. South 31°25'53" East a distance of 44.15 feet to a point, thence;
5. South 56°39'17" West a distance of 1105.69 feet to a point, thence;
6. South 56°39'58" West a distance of 343.78 feet to a point, thence;
7. North 33°49'42" West a distance of 34.79 feet to a point, thence;
8. South 39°09'49" West a distance of 38.08 feet to a point, thence;
9. North 16°46'23" West a distance of 23.78 feet to a point, thence;
10. North 10°26'35" West a distance of 27.46 feet to a point, thence;
11. North 11°46'23" West a distance of 87.86 feet to a point, thence;
12. North 22°07'05" West a distance of 29.15 feet to a point, thence;
13. North 24°56'03" West a distance of 68.57 feet to a point, thence;
14. North 60°45'29" West a distance of 100.11 feet to a point, thence;
15. North 54°25'13" West a distance of 108.73 feet to a point, thence;
16. North 70°53'18" West a distance of 203.16 feet to a point, thence;
17. North 44°42'14" East a distance of 163.72 feet to a point, thence;
18. North 55°48'17" East a distance of 15.26 feet to a point of cusp, thence;

87B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

19. On a curve to the left having a radius of 80.00 feet, an arc length of 239.33 feet, whose chord bears North 67°41'56" East a chord distance of 159.55 feet to a point of cusp, thence;

20. North 47°14'23" East a distance of 30.82 feet to a point, thence;

21. South 42°45'37" East a distance of 53.36 feet to a point, thence;

22. South 21°26'14" West a distance of 63.50 feet to a point, thence;

23. South 42°45'37" East a distance of 135.50 feet to a point, thence;

24. South 47°14'23" West a distance of 21.00 feet to a point, thence;

25. South 42°45'37" East a distance of 96.50 feet to a point, thence;

26. South 47°14'23" West a distance of 31.00 feet to a point, thence;

27. South 42°45'37" East a distance of 110.10 feet to a point thence;

28. North 90°00'00" East a distance of 55.82 feet to a point, thence;

29. North 47°14'23" East a distance of 162.02 feet to a point, thence;

30. North 42°45'37" West a distance of 53.00 feet to a point, thence;

31. North 47°14'23" East a distance of 98.00 feet to a point, thence;

32. North 19°00'34" East a distance of 164.26 feet to a point, thence;

33. North 01°56'01" East a distance of 224.59 feet to a point, thence;

34. North 42°45'37" West a distance of 136.61 feet to a point, thence;

35. North 27°11'45" West a distance of 22.34 feet to a point of cusp, thence;

36. On a curve to the right having a radius of 341.50 feet, an arc length of 30.27 feet, whose chord bears North 65°20'37" East a chord distance of 30.26 feet to a point of tangency, thence;

37. North 67°52'59" East a distance of 106.46 feet to a point of tangency, thence;

38. On a curve to the right having a radius of 566.50 feet, an arc length of 62.00 feet, whose chord bears North 71°01'06" East a chord distance of 61.97 feet to a point of tangency, thence;

39. North 74°09'13" East a distance of 207.40 feet to a point, thence;

40. South 15°23'28" East a distance of 268.48 feet to a point, thence;
41. North 74°36'32" East a distance of 39.00 feet to a point, thence;
42. South 15°23'28" East a distance of 25.78 feet to a point, thence;
43. North 82°22'23" East a distance of 328.22 feet to a point, thence;
44. North 74°36'32" East a distance of 103.60 feet to a point, thence;
45. North 15°23'28" West a distance of 38.00 feet to a point, thence;
46. North 74°36'32" East a distance of 35.00 feet to a point, thence;
47. North 15°23'28" West a distance of 85.00 feet to a point, thence;
48. South 74°36'32" West a distance of 27.00 feet to a point, thence;
49. North 15°23'28" West a distance of 83.50 feet to a point, thence;
50. North 74°36'32" East a distance of 111.00 feet to a point, thence;
51. North 15°23'28" West a distance of 82.16 feet to a point, thence;
52. North 01°28'45" East a distance of 20.77 feet to a point of cusp, thence;
53. On a curve to the right having a radius of 766.50 feet, an arc length of 71.69 feet, whose chord bears South 85°50'29" East a chord distance of 71.67 feet to a point of cusp, thence;
54. South 80°36'11" East a distance of 11.66 feet to a point, thence;
55. South 88°12'16" East a distance of 25.08 feet to the **POINT OF BEGINNING.**

Containing an area of 591,652 square feet or 13.582 acres more or less.

Excepting from the above described Proposed Lot 1 (Public Area), Proposed Lot 1C, which is bounded and described as follows;

BEGINNING at a point, said point being North 65°38'16" East a distance of 16.92 feet from the terminus of course No. 7 of the above described Public Area 1, and running thence;

1. North 19°29'34" West a distance of 98.74 feet to a point, thence;
2. North 62°44'35" East a distance of 49.52 feet to a point of cusp, thence;

3. On a curve to the left having a radius of 41.00 feet, an arc length of 98.38 feet, whose chord bears North 83°59'59" East a chord distance of 76.42 feet to a point of cusp, thence;

4. South 33°30'24" East a distance of 78.81 feet to a point, thence;

5. South 56°29'36" West a distance of 117.83 feet to a point, thence;

6. North 77°44'56" West a distance of 33.08 feet to the **POINT OF BEGINNING.**

Containing an area of 12,277 square feet or 0.282 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016

PROPOSED LOT 3 (PUBLIC AREA)
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the new southerly right-of-way of Garvies Point Road (variable width right-of-way) with the westerly line of existing Lot 14 as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2; Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. North 05°31'54" West a distance of 31.30 feet to a point of cusp, thence;
2. On a curve to the left having a radius of 409.50 feet, an arc length of 94.68 feet, whose chord bears North 04°13'11" East a chord distance of 94.47 feet to a point of cusp, thence;
3. North 30°21'53" East a distance of 126.65 feet to a point, thence;
4. South 25°03'29" East a distance of 243.08 feet to a point, thence;
5. North 64°58'21" East a distance of 36.06 feet to a point, thence;
6. South 25°03'54" East a distance of 32.31 feet to a point, thence;
7. North 64°56'10" East a distance of 165.92 feet to a point of curvature, thence;
8. On a curve to the right having a radius of 410.00 feet, an arc length of 38.46 feet, whose chord bears North 67°37'25" East a chord distance of 38.45 feet to a point of cusp, thence;
9. North 05°23'05" East a distance of 8.94 feet to a point, thence;
10. North 73°12'12" East a distance of 22.86 feet to a point, thence;
11. South 35°33'06" East a distance of 8.28 feet to a point of cusp, thence;
12. On a curve to the right having a radius of 410.00 feet, an arc length of 20.42 feet, whose chord bears North 75°46'40" East a chord distance of 20.41 feet to a point of reverse curvature, thence;

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

T 732.560.9700

13. On a curve to the left having a radius of 200.00 feet, an arc length of 56.99 feet, whose chord bears North 69°02'29" East a chord distance of 56.80 feet to a point of cusp, thence;

14. North 05°21'34" West a distance of 11.29 feet to a point, thence;

15. North 59°33'50" East a distance of 21.83 feet to a point, thence;

16. South 58°04'47" East a distance of 9.83 feet to a point of cusp, thence;

17. On a curve to the right having a radius of 90.00 feet, an arc length of 13.22 feet, whose chord bears North 60°43'40" East a chord distance of 13.21 feet to a point of tangency, thence;

18. North 64°56'10" East a distance of 218.59 feet to a point, thence;

19. North 25°03'44" West a distance of 279.00 feet to a point, thence;

20. South 64°56'10" West a distance of 8.46 feet to a point, thence;

21. North 25°13'26" West a distance of 12.51 feet to a point, thence;

22. North 64°46'34" East a distance of 14.32 feet to a point, thence;

23. North 21°45'39" West a distance of 9.17 feet to a point, thence;

24. North 69°42'40" East a distance of 14.76 feet to a point, thence;

25. North 64°42'37" East a distance of 4.89 feet to a point, thence;

26. South 25°03'44" East a distance of 240.44 feet to a point, thence;

27. North 65°59'49" East a distance of 66.53 feet to a point, thence;

28. South 21°45'39" East a distance of 130.86 feet to a point, thence;

29. South 57°57'27" West a distance of 258.08 feet to a point, thence;

30. South 62°05'27" West a distance of 1.32 feet to a point, thence;

31. North 21°50'53" West a distance of 8.70 feet to a point, thence;

32. South 62°58'47" West a distance of 215.45 feet to a point, thence;

33. South 62°05'27" West a distance of 333.70 feet to a point, thence;

34. South 62°25'57" West a distance of 244.81 feet to a point, thence;

35. South 56°39'17" West a distance of 69.05 feet to a point, thence;

36. North 33°20'43" West a distance of 13.15 feet to a point, thence;

37. South 56°39'17" West a distance of 813.91 feet to a point, thence;

38. North 14°48'01" West a distance of 119.92 feet to a point of cusp, thence;

39. On a curve to the left having a radius of 488.50 feet, an arc length of 215.05 feet, whose chord bears North 70°24'02" East a chord distance of 213.32 feet to a point of tangency, thence;

40. North 57°47'20" East a distance of 131.23 feet to a point of curvature, thence;

41. On a curve to the left having a radius of 1038.50 feet, an arc length of 81.38 feet, whose chord bears North 55°32'38" East a chord distance of 81.36 feet to a point of tangency, thence;

42. North 53°17'56" East a distance of 288.50 feet to a point, thence;

43. North 57°21'30" East a distance of 5.03 feet to a point, thence;

44. South 33°10'52" East a distance of 8.25 feet to a point, thence;

45. South 56°49'08" West a distance of 6.87 feet to a point, thence;

46. South 33°10'52" East a distance of 11.95 feet to a point, thence;

47. North 56°49'08" East a distance of 2.87 feet to a point, thence;

48. South 33°10'52" East a distance of 18.55 feet to a point, thence;

49. North 56°23'05" East a distance of 11.00 feet to a point, thence;

50. South 33°10'52" East a distance of 2.92 feet to a point, thence;

51. North 56°36'40" East a distance of 69.00 feet to a point, thence;

52. North 33°25'54" West a distance of 50.36 feet to a point, thence;

53. North 53°17'56" East a distance of 28.03 feet to a point of curvature, thence;

54. On a curve to the left having a radius of 409.50 feet, an arc length of 236.47 feet, whose chord bears North 36°45'20" East a chord distance of 233.20 feet to a point of cusp, thence;

55. North 32°09'06" East a distance of 39.32 feet to the **POINT OF BEGINNING.**

Containing an area of 228,480 square feet or 5.245 acres more or less.

Subject to a Proposed Esplanade Easement containing an area of 1,506 square feet or 0.035 acres more or less as shown on said map.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016

PROPOSED LOT 7 (PUBLIC AREA)
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the existing northerly right-of-way of Herb Hill Road (variable width right-of-way) with the westerly line of existing Lot 615 as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 64°43'51" West a distance of 31.03 feet to a point, thence;
2. North 22°40'49" West a distance of 421.30 feet to a point of curvature, thence;
3. On a curve to the left having a radius of 15.00 feet, an arc length of 24.05 feet, whose chord bears North 68°36'45" West a chord distance of 21.56 feet to a point of tangency, thence;
4. South 65°27'18" West a distance of 77.37 feet to a point, thence;
5. South 31°45'54" West a distance of 14.42 feet to a point, thence;
6. South 65°27'18" West a distance of 40.00 feet to a point, thence;
7. North 80°51'17" West a distance of 14.42 feet to a point, thence;
8. South 65°27'18" West a distance of 27.66 feet to a point, thence;
9. North 10°28'51" West a distance of 28.02 feet to a point of cusp, thence;
10. On a curve to the left having a radius of 20.00 feet, an arc length of 6.91 feet, whose chord bears North 75°21'24" East a chord distance of 6.88 feet to a point of tangency, thence;
11. North 65°27'18" East a distance of 4.83 feet to a point, thence;
12. North 31°45'54" East a distance of 14.42 feet to a point, thence;
13. North 65°27'18" East a distance of 144.00 feet to a point, thence;
14. North 18°36'27" East a distance of 10.97 feet to a point, thence;

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

15. North 65°27'18" East a distance of 20.50 feet to a point, thence;

16. South 70°13'37" East a distance of 11.49 feet to a point, thence;

17. North 72°02'36" East a distance of 9.37 feet to a point, thence;

18. South 17°57'24" East a distance of 40.56 feet to a point, thence;

19. South 22°40'49" East a distance of 429.00 feet to the **POINT OF BEGINNING.**

Containing an area of 21,365 square feet or 0.490 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016

PROPOSED LOT 10
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being South 80°48'06" East a distance of 75.20 feet from the intersection of the new westerly right-of-way of Dickson Lane (variable width right-of-way) with the southerly line of existing Lot 501, as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 10°27'17" East a distance of 6.67 feet to a point, thence;
2. South 55°55'51" West a distance of 139.72 feet to a point of curvature, thence;
3. On a curve to the left having a radius of 420.00 feet, an arc length of 70.19 feet, whose chord bears South 51°08'35" West a chord distance of 70.11 feet to a point of tangency, thence;
4. South 46°21'19" West a distance of 18.10 feet to a point, thence;
5. North 45°39'35" West a distance of 12.51 feet to a point, thence;
6. South 46°21'19" West a distance of 165.78 feet to a point of curvature, thence;
7. On a curve to the left having a radius of 66.50 feet, an arc length of 99.73 feet whose chord bears South 03°23'35" West a chord distance of 90.64 feet to a point of tangency, thence;
8. South 39°34'08" East a distance of 95.61 feet to a point of tangency, thence;
9. On a curve to the left having a radius of 99.50 feet, an arc length of 121.31 feet, whose chord bears South 74°29'46" East a chord distance of 113.93 feet to a point of reverse curvature, thence;
10. On a curve to the right having a radius of 13.50 feet, an arc length of 16.26 feet, whose chord bears South 74°54'47" East a chord distance of 15.30 feet to a point of tangency, thence;
11. South 40°24'10" East a distance of 22.35 feet to a point curvature, thence;

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

12. On a curve to the right having a radius of 125.00 feet, an arc length of 62.92 feet, whose chord bears South 25°58'55" East a chord distance of 62.26 feet to a point of cusp, thence;

13. South 78°26'21" West a distance of 200.00 feet to a point, thence;

14. North 11°33'39" West a distance of 20.59 feet to a point, thence;

15. South 78°26'21" West a distance of 320.22 feet to a point, thence;

16. North 11°33'39" West a distance of 311.46 feet to a point, thence;

17. North 78°34'21" East a distance of 193.47 feet to a point, thence;

18. North 12°18'48" West a distance of 158.24 feet to a point, thence;

19. North 03°22'06" East a distance of 140.00 feet to a point, thence;

20. North 33°52'06" East a distance of 80.00 feet to a point, thence;

21. North 78°52'06" East a distance of 186.87 feet to a point, thence;

22. South 11°15'54" East a distance of 179.70 feet to a point, thence;

23. North 80°48'06" East a distance of 241.43 feet to the **POINT OF BEGINNING.**

Containing an area of 230,034 square feet or 5.281 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016

PROPOSED LOT 12
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being South 10°28'51" East a distance of 131.28 feet from the intersection of the new westerly right-of-way of Dickson Lane (variable width right-of-way) with the southerly line of existing Lot 501, as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 10°28'51" East a distance of 31.45 feet to a point of cusp, thence;
2. On a curve to the left having a radius of 20.00 feet, an arc length of 10.24 feet, whose chord bears South 70°35'40" West a chord distance of 10.13 feet to a point of tangency, thence;
3. South 55°55'51" West a distance of 111.20 feet to a point of curvature, thence;
4. On a curve to the left having a radius of 487.00 feet, an arc length of 74.05 feet, whose chord bears South 51°34'28" West a chord distance of 73.98 feet to a point of cusp, thence;
5. South 13°39'55" West a distance of 14.42 feet to a point, thence;
6. South 47°21'19" West a distance of 62.00 feet to a point, thence;
7. South 81°02'44" West a distance of 14.40 feet to a point of cusp, thence;
8. On a curve to the left having a radius of 62.00 feet, an arc length of 98.10 feet, whose chord bears South 03°17'15" West a chord distance of 88.18 feet to a point of tangency, thence;
9. South 42°02'31" East a distance of 45.09 feet to a point of curvature, thence;
10. On a curve to the right having a radius of 153.00 feet, an arc length of 81.40 feet, whose chord bears South 26°48'05" East a chord distance of 80.44 feet to a point of tangency, thence;
11. South 11°33'39" East a distance of 111.12 feet to a point of curvature, thence;
12. On a curve to the left having a radius of 25.00 feet, an arc length of 38.76 feet, whose chord bears South 55°58'18" East a chord distance of 34.99 feet to a point of tangency, thence;
13. North 79°37'04" East a distance of 125.75 feet to a point, thence;

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

14. South 11°35'34" East a distance of 36.01 feet to a point, thence;

15. South 79°37'04" West a distance of 133.79 feet to a point of curvature, thence;

16. On a curve to the right having a radius of 50.00 feet, an arc length of 77.51 feet, whose chord bears North 55°58'18" West a chord distance of 69.98 feet to a point of tangency, thence;

17. North 11°33'39" West a distance of 121.08 feet to a point of curvature, thence;

18. On a curve to the left having a radius of 125.00 feet, an arc length of 62.92 feet, whose chord bears North 25°58'55" West a chord distance of 62.26 feet to a point of tangency, thence;

19. North 40°24'10" West a distance of 49.42 feet to a point of curvature, thence;

20. On a curve to the right having a radius of 78.00 feet, an arc length of 69.62 feet, whose chord bears North 14°49'58" West a chord distance of 67.33 feet to a point of cusp, thence;

21. North 25°30'01" West a distance of 15.08 feet to a point a point of cusp, thence;

22. On a curve to the right having a radius of 96.00 feet, an arc length of 61.13 feet, whose chord bears North 29°06'52" East a chord distance of 60.10 feet to a point of tangency, thence;

23. North 47°21'19" East a distance of 88.51 feet to a point of curvature, thence;

24. On a curve to the right having a radius of 521.00 feet, an arc length of 77.98 feet, whose chord bears North 51°38'35" East a chord distance of 77.90 feet to a point of tangency, thence;

25. North 55°55'51" East a distance of 126.82 feet to a point, thence;

26. South 75°13'14" East a distance of 10.28 feet to the **POINT OF BEGINNING.**

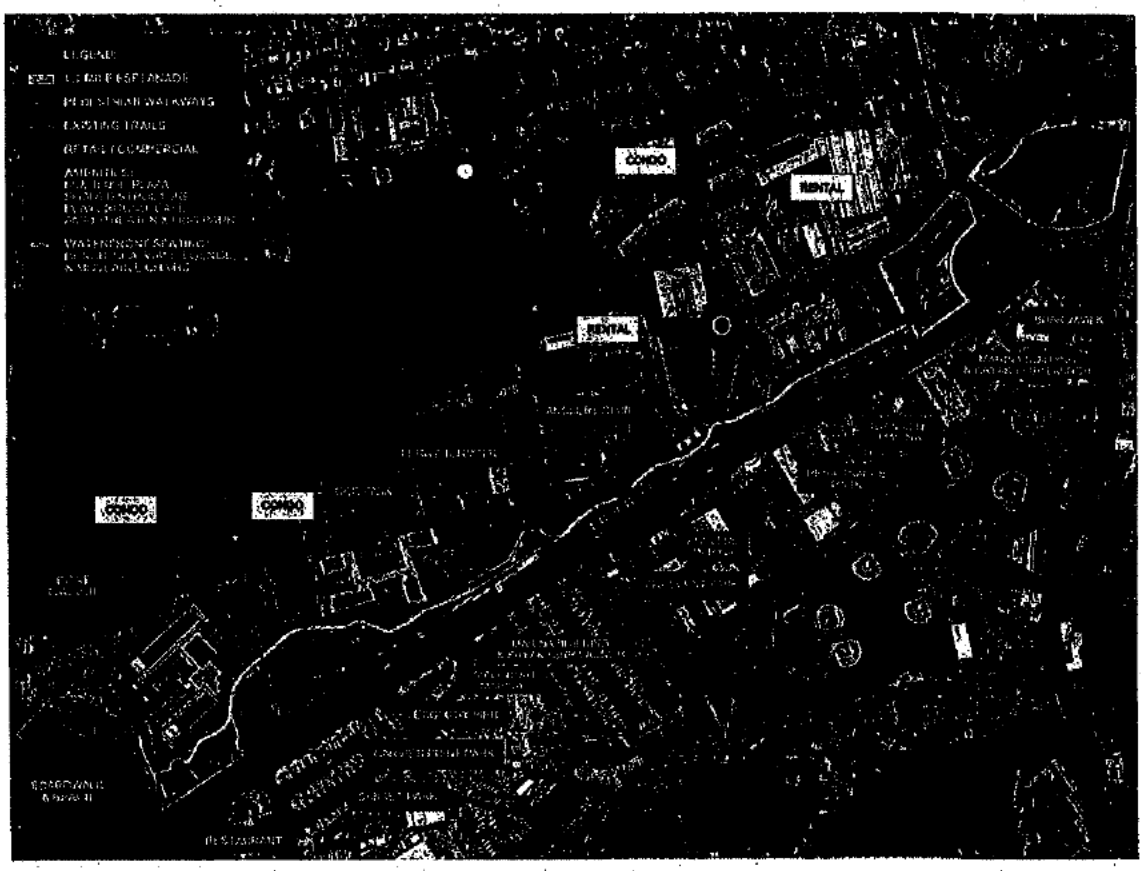
Containing an area of 28,714 square feet or 0.659 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016

Schedule B

The Land delineated as either Private Use Improvement Areas or Public Use Improvement Areas



Road and miscellaneous improvements constituting a part of the Public Use Improvements

Schedule C
GARVIES POINT DEVELOPMENT
SUMMARY SCHEDULE OF PUBLIC INFRASTRUCTURE
COSTS ELIGIBLE TO BE FUNDED BY TIF PROCEEDS

Description

. Demolition
! Earthworks
i Roads
i Drainage
i New buildings and grounds
i Curbs and paths
' Misc furniture
| Landscaping - plantings
) Lighting
) Wetlands
1 Boardwalks & Piers
2 Bulkheads
3 Retaining walls
4 Marinas
5 Utilities
6 Miscellaneous
7 Fencing
8 Clearing and grubbing
9 Signs
0 Erosion controls
1 Dredge Spoils
2 Dewey cleanup
3 Garvies Point Road gap*
4 Interim amenities
5 Creek improvements
6 Survey & stakeout
7 Basic Maintenance & Protection of Traffic
8 Mobilization
9 Incinerator demolition

CONSENT EXHIBITS

[ATTACHED; HB DM#2925857.1]

Reginald A. Spinello
Mayor

Phone: (516) 676-2000
Fax: (516) 676-0108

CITY OF GLEN COVE

City Hall
9 Glen Street
Glen Cove, NY 11542-4106

I, Tina Pemberton, City Clerk of the City of Glen Cove, in the County of Nassau, State of New York, DO HEREBY CERTIFY THAT THE FOREGOING DOCUMENT is a true and accurate copy of the original.

In witness whereof, I have hereto set my hand and seal at the City of Glen Cove, this 23 day of September, 2016.

Tina Pemberton
Tina Pemberton
City Clerk

740

OFFICE OF CITY CLERK
DATE 7/19/2016
T. Pemberton

RESOLUTION OF THE CITY OF GLEN COVE CITY COUNCIL CONSENTING TO THE AMOUNT AND ALLOCATION OF CERTAIN IN LIEU OF TAX PAYMENTS FOR THE GARVIES POINT PROJECT

WHEREAS, pursuant to that certain Contract for Sale of Land for Private Development by and among the Glen Cove Industrial Development Agency ("Agency"), Glen Cove Community Development Agency ("GCCDA"), and RXR Glen Isle Partners LLC (the "Company"), dated as of May 14, 2003, as amended and assigned (the "Land Disposition Agreement"), the Agency is to take actions under the New York Urban Renewal Law and as otherwise permitted by law to effectuate the Urban Renewal Plan established by the GCCDA; and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Garvies Point Project") consisting of: (A) the acquisition of approximately 56 acres of land located on Garvies Point Road, Herb Hill Road and Dickson Street (the "Land") subject to a reservation of an easement in favor of the Agency for certain public use areas; (B) as part of a unified project to effectuate the purposes of the Urban Renewal Plan, the acquisition and construction on the Land by the Company of a planned smart growth community of certain buildings and other improvements containing: (i) certain public use improvements (the "Public Use Improvements"); (ii) private improvements on the balance of the Land (the "Private Use Areas") with approximately 486 rental residential units, 513 condominium units and 111 workforce housing units (55 for rent and 56 for sale) (collectively, "Residential Units"); and retail, restaurant, cultural and related space (collectively, the "Commercial Space", and together with the Residential Units, the "Private Use Improvements" and together with the Public Use Improvements, the "Improvements"); and (C) the acquisition and installation in and around the Improvements of certain items of machinery, personal property, fixtures and equipment (the "Equipment", and together with the Land and the Improvements, the "Facility"); and

WHEREAS, the Glen Cove Local Economic Assistance Corporation (the "Issuer") has determined to issue its Tax-Exempt and Taxable Revenue Bonds, ("Garvies Point Public Improvement Project"), Series 2016, in the approximate aggregate principal amount of $97,000,000, plus reserves, capitalized interest and other costs of issuance (the "Public Improvement Bonds") for the purpose of financing a portion of the costs of the Public Use Improvements and related costs and expenses (the "Public Improvement Project") to be undertaken by the Agency; and

WHEREAS, the Public Improvement Bonds will fund the necessary public amenities, infrastructure and other improvements to make the Garvies Point Project a reality and generate tax revenues. After interest on the Public Improvement Bonds is paid, amounts paid by the Company in lieu of taxes will be paid to the Affected Tax Jurisdictions in the amounts described in Schedule A (the "Priority Tax Payments"). After payment of interest to the bondholders, the Priority Tax Payments in the amounts indicated on Schedule A for the years 2017 through 2038 will be paid, then the bondholders will receive repayment of their principal, and thereafter any

OFFICE OF CITY CLERK
DATE 7/19/2016

and all residual amounts as indicated in Schedule A for the years 2044 through 2056 will be paid to the Affected Tax Jurisdictions as payments in excess of the Priority Tax Payments already received. In furtherance of foregoing, the Company and the Agency have requested the consent of the City pursuant to and in accordance with General Municipal Law Section 858(15) such that the payments in lieu of taxes can be distributed based on the Priority Tax Payments; and

WHEREAS, also attached as Schedule B and Schedule C is the amount and distribution of the total Tax Payments, together with other sources of income, expected to be received by each affected tax jurisdiction; and

WHEREAS, after considering the positive financial impact of the Garvies Point Project on the Affected Tax Jurisdictions, and the direct impacts of development of the Facility, including positive impacts on the tax base of the City, the City desires to consent to the above described Priority Tax Payments; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GLEN COVE CITY COUNCIL, AS FOLLOWS:

Section 1. The City hereby consents to the amount and allocation of the Tax Payments, as well as the deviation from its Uniform Tax Exemption Policy, as shown in Schedule A and described above, as follows:

(i) the fixed payments with a fixed allocation to the City and other Affected Tax Jurisdictions based on the Priority Tax Payments payable after interest on the Public Improvement Bonds, as shown in Schedule A herein, for the years 2017 through 2038, then the bondholders will receive repayment of their principal, and thereafter any and all residual amounts as indicated in Schedule A for the years 2044 through 2056 will be paid to the Affected Tax Jurisdictions as payments in excess of the Priority Tax Payments, provided, that the actual amounts of the Priority Tax Payments shown in Schedule A may vary due to final structure and pricing of the Public Improvement Bonds, as well as other variables; and

(ii) the Agency amending and segregating the agreements from time to time to provide for assignment to affiliates, assigns or successors of the Company, and to provide for several payments by Condo Owners.

Section 2. The Mayor of the City is hereby authorized to execute and deliver any and all agreements necessary or related to the foregoing.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Councilwoman Panzenbeck Aye

Councilman Watson	Nay
Councilman DiLeo, Jr.	Aye
Councilman Spagnoletti	Nay
Councilman Tenke	Nay
Councilman Capobianco	Aye
Mayor Spinello	Aye

APPROVED
OFFICE OF CITY CLERK
DATE 7/19/2016

The foregoing Resolution was thereupon declared duly adopted.

Dated:
July 19, 2016

Schedule A: Garvies Point Redevelopment Project Tax Revenue Deviation Schedule

Year	Total PILOT Revenues	Expected Bond Debt Service & Reserves*	City Priority ATJ Distribution & Revenue Surplus	School Priority ATJ Distribution & Revenue Surplus	County Priority ATJ Distribution & Revenue Surplus	Library Priority ATJ Distribution & Revenue Surplus
Total	$614,843,147	$282,972,321	$131,194,160	$174,848,844	$21,303,133	$4,524,688
2017	842,417	457,087	-	250,000	100,000	5,330
2018	1,967,356	1,561,264	-	300,000	100,000	6,091
2019	3,792,324	2,728,824	470,170	571,902	5,387	15,951
2020	4,929,578	3,177,757	637,143	1,079,560	21,980	13,139
2021	6,694,066	4,436,863	863,416	1,197,064	28,924	15,889
2022	12,174,804	9,787,594	995,753	1,328,327	34,301	17,829
2023	12,415,855	9,783,790	1,058,110	1,510,491	43,734	19,741
2024	12,661,699	9,840,744	1,153,830	1,794,468	50,000	22,657
2025	12,912,401	9,895,366	1,170,306	1,833,658	50,000	23,978
2026	13,168,067	10,034,421	1,185,912	1,873,231	50,000	23,502
2027	13,428,794	10,236,017	1,203,651	1,913,196	50,000	23,931
2028	13,694,684	10,446,284	1,230,524	1,943,859	50,000	24,363
2029	13,965,839	10,659,173	1,247,535	1,984,331	50,000	24,800
2030	14,242,363	10,876,929	1,264,685	2,025,617	50,000	25,241
2031	14,524,362	11,099,569	1,281,979	2,067,128	50,000	25,686
2032	14,811,944	11,327,221	1,299,418	2,109,170	50,000	26,135
2033	15,105,220	11,559,970	1,317,007	2,151,854	50,000	26,589
2034	15,404,304	11,797,922	1,334,747	2,194,587	50,000	27,048
2035	15,709,309	12,036,140	1,362,642	2,242,878	50,000	27,549
2036	16,020,353	12,284,804	1,370,695	2,286,838	50,000	28,017
2037	16,337,555	12,544,021	1,388,909	2,326,176	50,000	28,452
2038	17,016,722	13,159,508	1,407,287	2,370,998	50,000	28,929
2039	16,759,528	16,759,528	-	-	-	-
2040	16,844,969	16,844,969	-	-	-	-
2041	17,176,966	17,176,966	-	-	-	-
2042	17,515,514	17,515,514	-	-	-	-
2043	17,860,738	17,860,738	-	-	-	-
2044	18,212,772	(2,700,702)	6,365,390	10,665,872	1,568,511	313,702
2045	16,571,758	-	7,425,701	9,471,994	1,392,881	276,576
2046	18,992,813	-	7,575,125	9,658,284	1,420,336	284,067
2047	19,311,097	-	7,724,439	9,849,659	1,448,332	289,666
2048	19,691,744	-	7,875,697	10,042,789	1,476,851	295,376
2049	20,078,896	-	8,031,960	10,240,749	1,505,992	301,198
2050	20,475,713	-	8,190,285	10,442,614	1,535,678	307,136
2051	20,879,335	-	8,351,734	10,648,461	1,565,950	313,190
2052	21,290,919	-	8,515,368	10,858,369	1,596,819	319,364
2053	21,710,625	-	8,684,250	11,072,419	1,628,297	325,659
2054	22,138,611	-	8,855,444	11,290,692	1,660,396	332,079
2055	22,575,040	-	9,030,016	11,513,270	1,693,128	338,626
2056	23,020,060	-	9,208,052	11,740,241	1,726,506	345,301

*Last year of Expected Bond Debt Service is negative due to release of debt service reserve fund with the final expected payment. Extra funds are released via the ATJ Distributions.

Subject to change in accordance with Notice of Contemplated Deviation.

Schedule B: Garvies Point Redevelopment Project Fiscal Impact

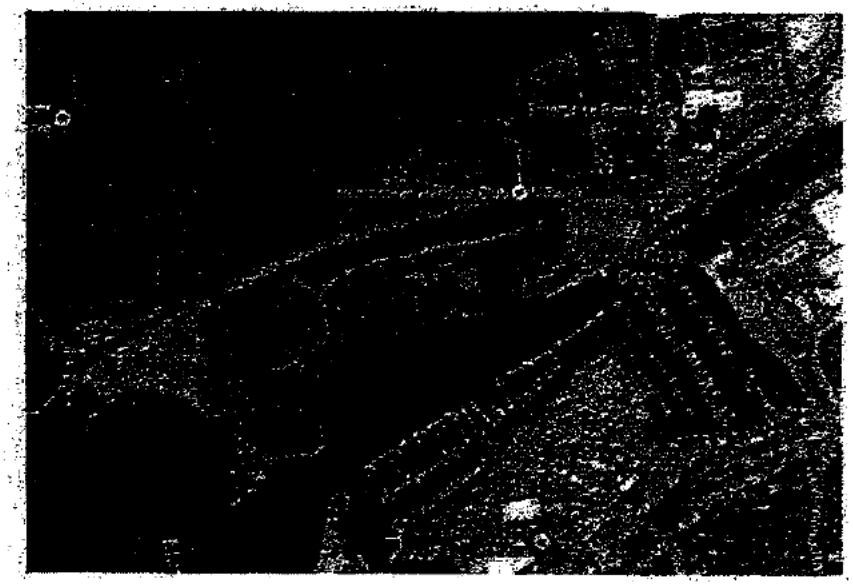
Year	City of Glen Cove	School District	County	Library	Aggregate
Total	$225,277,318	$292,506,126	$96,173,828	$8,320,084	$622,277,356
2017	1,670,914	250,000	100,000	5,330	2,026,244
2018	2,381,967	300,000	100,000	6,091	2,788,058
2019	535,698	571,902	120,745	15,951	1,244,296
2020	917,861	1,079,550	492,640	13,139	2,503,199
2021	1,324,291	1,197,064	628,115	16,689	3,166,159
2022	1,413,984	1,326,327	768,813	17,829	3,526,953
2023	1,590,079	1,510,491	980,236	19,741	4,100,547
2024	1,877,308	1,794,468	1,323,643	22,657	5,018,076
2025	1,908,254	1,833,658	1,349,116	23,078	5,114,106
2026	1,939,619	1,873,231	1,375,098	23,502	5,211,450
2027	1,971,412	1,913,196	1,401,600	23,931	5,310,139
2028	2,013,640	1,943,569	1,428,632	24,363	5,410,194
2029	2,046,313	1,984,331	1,456,205	24,800	5,511,649
2030	2,079,439	2,025,517	1,484,329	25,241	5,614,526
2031	2,113,028	2,067,128	1,513,016	25,686	5,718,858
2032	2,147,088	2,109,170	1,542,278	26,135	5,824,669
2033	2,181,630	2,151,654	1,572,121	26,589	5,931,994
2034	2,216,663	2,194,587	1,602,564	27,048	6,040,862
2035	2,252,195	2,242,978	1,633,615	27,549	6,156,338
2036	2,288,240	2,286,838	1,665,287	28,017	6,268,382
2037	2,324,805	2,326,175	1,697,593	28,452	6,377,025
2038	2,361,901	2,370,998	1,730,545	28,929	6,492,373
2039	2,967,667	4,262,951	2,195,457	137,515	9,563,590
2040	3,699,105	5,785,081	2,401,593	186,616	12,072,394
2041	3,766,315	5,898,304	2,447,991	189,881	12,290,491
2042	3,834,750	5,999,297	2,495,267	193,203	12,512,598
2043	3,904,434	6,094,093	2,543,500	196,584	12,738,611
2044	12,340,778	16,866,595	4,161,159	513,725	33,882,258
2045	11,476,339	15,780,813	4,035,631	482,099	31,774,882
2046	11,696,330	16,077,897	4,114,157	491,151	32,379,536
2047	11,920,552	16,380,566	4,194,216	500,374	32,995,741
2048	12,149,087	16,689,019	4,275,837	509,771	33,623,714
2049	12,382,018	17,003,271	4,359,050	519,344	34,263,683
2050	12,619,428	17,325,462	4,443,886	529,099	34,915,874
2051	12,861,405	17,649,705	4,530,378	539,037	35,580,525
2052	13,108,036	17,982,117	4,618,557	549,162	36,257,872
2053	13,359,413	18,320,814	4,708,457	559,479	36,948,162
2054	13,615,626	18,665,915	4,800,111	569,990	37,651,642
2055	15,676,769	19,017,542	4,893,553	580,699	38,368,563
2056	14,142,936	19,375,819	4,988,820	591,510	39,099,185

Subject to change in accordance with Notice of Contemplated Deviation.
Fiscal Impact Numbers include, where applicable, Priority ATJ Distributions, Cash Flow Post Debt Service, Misc. Revenues, and Rental Building Taxes.

2

Schedule C: Garvies Point Redevelopment Project Fiscal Impact: City of Glen Cove

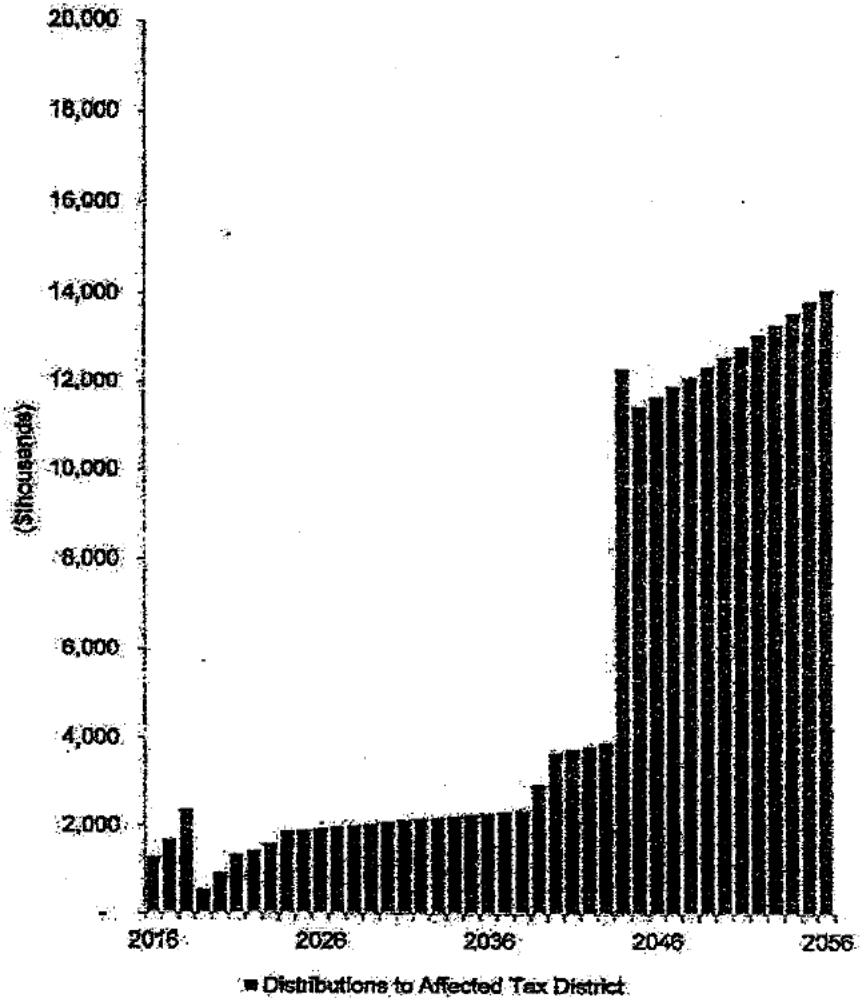
No Development



=

$0

Development



Total Distributions: $225,277,318

Subject to change in accordance with Notice of Contemplated Deviation.

3

RESOLUTION NO. 120-2016

RESOLUTION PURSUANT TO NEW YORK GENERAL MUNICIPAL LAW § 858(15) WITH RESPECT TO THE GARVIES POINT PROJECT IN GLEN COVE, NEW YORK.

APPROVED AS TO FORM
Deputy County Attorney

Passed by Nassau County Legislature on
8/15/16 A voice vote was taken with 18
Legislators present.
Voting: aye 13, nay 5, abstained 0, recused 0
Became a resolution on 8/22/16.

WHEREAS, the Glen Cove Industrial Development Agency (the "Agency") is entering into a Master Tax Agreement (the "Master Tax Agreement") with RXR Glen Isle Partners LLC (the "Company") with respect to the Garvies Point Project in Glen Cove, New York (the "Project"), a copy of which is attached hereto as Appendix A; and

WHEREAS, the Project shall be constructed on land that is currently not on the tax rolls and therefore is generating no real property or other taxes for the County of Nassau, the City of Glen Cove, the Glen Cove City School District and the Glen Cove Public Library (collectively, the "Affected Tax Jurisdictions"); and

WHEREAS, the Master Tax Agreement will provide for payments in lieu of real property or other taxes ("PILOTS") that will be paid by the Company to the Agency; and

WHEREAS the amount of the PILOTS to be received by the County of Nassau from the Agency will be greater than the amount of real property or other taxes currently being received by the County of Nassau; and

WHEREAS, the Agency has requested that the County of Nassau consent, pursuant to §858(15) of the New York State General Municipal Law, that the allocation of the PILOTS among the Affected Tax Jurisdictions be in an amount that is different than the proportion of their respective otherwise applicable taxes; now, therefore, be it:

RESOLVED, the County of Nassau hereby consents and agrees that the Master Tax Agreement will provide that PILOTS thereunder will be allocated pursuant to the Master Tax Agreement and supporting schedules thereto contained in Appendix A attached hereto to the County in a proportion different than the amount of real property or other taxes which would have been received by the County had the Project not been not been tax exempt due to the status of the Agency; and

RESOLVED, the County of Nassau hereby further consents and agrees that any amount of PILOTS it would have received but for the consent and agreement contained in the prior RESOLVED clause hereof shall be allocated to and disbursed at the direction of the City of Glen Cove; and

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this resolution is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is a class of actions which does not have a significant effect on the environment; and no further review is required; and

RESOLVED, the County Executive is hereby authorized to execute and deliver any and all agreements necessary or related to the foregoing; and

RESOLVED, this Resolution shall be effective upon the consent and agreement of the City of Glen Cove, the Glen Cove City School District and the Glen Cove Public Library to the allocation set forth in the Master Tax Agreement with respect to their respective interests therein.

DATE SUBMITTED 8-16-16

APPROVED

County Executive

DATE _____

THIS MASTER TAX AGREEMENT IS SUBJECT TO AMENDMENT AND BIFURCATION FROM TIME TO TIME. CONDOMINIUM OWNERS SHALL BE HELD SEVERALLY BUT NOT JOINTLY LIABLE AND, WITH RESPECT TO CONDOMINIUM OWNERS THE SEVERAL LIABILITY SHALL BE LIMITED FURTHER TO BE SOLELY FOR PAYMENTS IN LIEU OF OTHERWISE APPLICABLE TAXES WITHOUT OBLIGATIONS RELATED TO INDEMNITY OR OTHER EXPENSES THAT MIGHT BE CLAIMED BY THE AGENCY AGAINST THE COMPANY

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

AND

RXR GLEN ISLE PARTNERS LLC

MASTER TAX AGREEMENT

Dated as of August 1, 2016

Garvies Point Project

Tax Jurisdictions:
Nassau County
City of Glen Cove
Glen Cove City School District
Glen Cove Library

Street Address:

Tax Map No(s).:

72

MASTER TAX AGREEMENT

THIS MASTER TAX AGREEMENT, (the "Master Tax Agreement" or "Tax Agreement") dated as of the 1st day of August, 2016, by and between **RXR GLEN ISLE PARTNERS LLC**, a Delaware limited liability company authorized to do business in New York having offices at 625 RXR Plaza, Uniondale, New York 11556 (the "Company") and **GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 9-13 Glen Street, Glen Cove, New York 11542 (the "Agency").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 374, Section 1 of the Laws of 1974 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, pursuant to that certain Contract for Sale of Land for Private Development by and among the Agency, Glen Cove Community Development Agency ("GCCDA"), and Glen Isle Development Company, LLC (as assigned to the Company), dated as of May 14, 2003, as amended (the "Land Development Agreement"), the Agency is to take actions under the New York Urban Renewal Law and as otherwise permitted by law to effectuate the Urban Renewal Plan established by the GCCDA and on or about the date hereof, simultaneously with the termination of the Land Development Agreement, the Agency and GCCDA have transferred to the Company by bargain and sale deed (the "Deed") approximately [56]-acres of land located on Garvies Point Road, Herb Hill Road and Dickson Street in the City of Glen Cove, New York (the "City") as more accurately described in Schedule A-1 attached hereto (the "Land"); and

WHEREAS, under the terms of the Deed, the Agency reserved a perpetual exclusive easement in favor of the Agency, its successors and assigns, including the right to assign or dedicate to the City for public use of the public use easement Areas as more particularly set forth in Schedule A-2 attached hereto (the "Public Use Easement Areas") and said easement has been documented by a certain Perpetual and Exclusive Public Use Easement dated on or about the date hereof (the "Public Use Easement"); and

WHEREAS, the Company, presented an application for financial assistance dated June 3, 2016 (the "Application") to the Agency and the Glen Cove Local Economic Assistance Corporation (the "Issuer") requesting, inter alia, the Agency undertake a mixed-use project (the "Project or the "Garvies Point Project") consisting of the following: (A) the acquisition of fee title to the Land by the Company from the Agency and GCCDA the Deed subject to the reservation of the Public Use Easement by the Agency (the Land is delineated as either Private Use Improvement Areas or Public Use Improvement Areas as depicted in Schedule B attached hereto); (B) as part of a unified project to effectuate the purposes of the Urban Renewal Plan, the acquisition and construction on the Land by the Company or the Agency of a planned smart growth community of certain buildings and other improvements containing: (i) on the Public Use Easement Areas (and nearby public land) improvements consisting of, among other things,

parks and playgrounds, Esplanade, underground utilities, wetlands, beach restoration, marine bulkheads, boat slips, boardwalks, amphitheater, roadways and other public improvements, infrastructure and amenities inclusive of $15mm for off-site road improvements, all as described in Schedule C attached hereto (the "Public Use Improvements"); and (ii) on the private improvement areas of the Land (the "Private Use Improvement Areas") which Private Use Improvement Areas are to be the subject of a lease from the Company to the Agency (the "Lease") with a related leaseback from the Agency to the Company (the "Leaseback"), improvements consisting of approximately 1,719,932 square-feet of space containing a total of up to approximately 486 rental residential units, 513 condominium units and 111 workforce housing units (55 for rent and 56 for sale) (collectively, "Residential Units"), and approximately up to 75,000 square feet of retail, restaurant, cultural and related space (collectively, the "Commercial Space", and together with the Residential Units, the "Private Use Improvements" and together with the Public Use Improvements, the "Improvements"); and (C) the acquisition and installation in and around the Improvements of certain items of machinery, personal property, fixtures and equipment (the "Equipment", and together with the Land and the Improvements, the "Facility"); and

WHEREAS, the Private Use Improvements located in the Private Use Improvement Areas comprise (references to various Blocks below are to Block designations denoted on the Amended PUD Master Development Plan for Garvies Point and related PUD Subdivision for the Project approved on October 7, 2015):

(i) Block A comprising 346 for sale condominium residential units and a restaurant ("Block A"),
(ii) Block B comprising 167 for sale condominium residential units and retail/marina support buildings ("Block B"),
(iii) Block D for Future Additions with zoning permitting commercial spaces;
(iv) Block E comprising 101 residential units ("Block E"),
(v) Block F comprising 56 workforce condominium residential units ("Block F"),
(vi) Block G comprising 55 workforce residential units ("Block G"),
(vii) Block H comprising 177 residential units and a retail unit ("Block H"),
(viii) Block I comprising 208 residential units and retail/marina support buildings ("Block I");
(xi) Block J comprised of certain retail and commercial improvements ("Block J"); and

WHEREAS, the Public Use Improvements are described in Schedule C attached hereto; and

WHEREAS, the Issuer shall issue its Tax-Exempt and Taxable Revenue Bonds (Garvies Point Public Improvement Project), Series 2016 (the "Bonds" or "Public Improvement Bonds"), in one or more Series and Sub-series, in an aggregate principal amount currently estimated to be $120,005,268, but not to exceed $150,000,000, consisting of (i) Current Interest Bonds, (ii) Capital Appreciation Bonds, (iii) Convertible Capital Appreciation Bonds, and (iv) Current Interest Bonds (Taxable) all for the purpose of financing a portion of a certain public

Improvement project (the "Public Improvement Project") to be undertaken by the Agency consisting of: (A) the acquisition, construction and equipping on the Public Use Improvement Areas (and other nearby public land in the City) of the Public Use Improvements; and (B) the payment of all or a portion of the costs incidental to the issuance of the Public Improvement Bonds, including issuance costs of the Bonds, capitalized interest, if any, and the funding any reserve funds as may be necessary to secure the Public Improvement Bonds (the items (A) through (B) above being hereinafter collectively referred to as the "Costs of the Public Improvement Project" or "Public Improvement Project Costs"); and

WHEREAS, simultaneous with the execution and delivery of the Deed: (i) the Company shall lease the private portion of the Facility to the Agency pursuant to the Lease, (ii) the Agency shall lease the private portion of the Facility back to the Company pursuant to the Leaseback, and (iii) the Agency and the Company shall enter into this Master Tax Agreement pursuant to which the Company shall make certain in-lieu of tax payments to the Agency for the benefit of the holders of the Bonds, Nassau County ("County"), the City, the Glen Cove School District (the "School District") and the Glen Cove Public Library (the "Library" and collectively with the County, the City and the School District (the "Tax Jurisdictions"); and

WHEREAS, pursuant to Section 874(4)(b) of the Act, notices of deviation from the Agency's uniform tax exemption policy were sent to the Tax Jurisdictions on June 28, 2016; and pursuant to Section 874 of the Act, each Affected Tax Jurisdiction consented to the allocation set forth herein pursuant to the attached consents; and

WHEREAS, pursuant to its consent, the County of Nassau has directed that the amount of in-lieu of tax payments it would have received but for its consent to the referenced allocation (the "County Portion") shall be allocated to the City and disbursed at the direction of the City; and

WHEREAS, pursuant to its Consent and this Agreement, the City has directed that the County Portion shall be allocated to and paid to the Agency and trustee for the Public Improvement Bonds (the "Trustee"); and

WHEREAS, the Issuer shall loan the net proceeds of the Public Improvement Bonds to the Agency for the purpose of financing the undertaking of the Public Improvement Project pursuant to that certain Loan Agreement by and between the Issuer and the Agency (the "Loan Agreement"). The Agency's payment and other obligations under the Loan Agreement shall be non-recourse to the Agency, the CDA, the City and the other Tax Jurisdictions and payments to be made under the Loan Agreement are to be derived solely from payments made by the Company and other property owners under this Master Tax Agreement; and

WHEREAS, in order to provide for the payment of the principal of and interest on the Public Improvement Bonds, the Agency and the City shall assign their respective right to receive payments to be made under this Master Tax Agreement to the Trustee, pursuant to that certain Assignment of Master Tax Agreement from the Agency to the Trustee (the "Assignment of Master Tax Agreement"); and

75

WHEREAS, as security for the payments due under this Master Tax Agreement, the Company shall execute and deliver a certain Master Tax Agreement Mortgage or Master Tax Agreement Mortgage Spreader Agreement or similar financing security agreement pursuant to which the Company shall grant a mortgage lien on and security interest in the private portion of the Facility to the Agency and the Issuer (the "Master Tax Agreement Mortgage"). Amounts secured from time to time by the Master Tax Agreement Mortgage shall be a first lien and other mortgages on the respective portions of the Private Use Facilities shall be subordinate thereto. The Agency and the Issuer will assign all of their rights under the Master Tax Agreement Mortgage to the Trustee pursuant to a certain Assignment of Mortgage from the Agency and the Issuer to the Trustee (the "Assignment of Mortgage"). The Master Tax Agreement Mortgage and Assignment of Mortgage shall be recorded by the Issuer so as to be exempt from any and all applicable state and local mortgage recording taxes; and

WHEREAS, the Company and the Agency, as mortgagor, will enter into one or more commercial mortgages and certain other related documents, notes or other instruments in connection with financing to be incurred by the Company associated with the Private Use Improvements (the "Commercial Mortgages", and together with the Master Tax Agreement Mortgage and any other mortgage required in connection with the issuance of the Bonds, the Public Use Improvements and/or the Private Use Improvements, the "Mortgages"); all such mortgages to be non-recourse as to the Agency, the Issuer and the Affected Tax Jurisdictions and to be recorded by the Agency so as to be exempt from all applicable state and local mortgage recording taxes; and

WHEREAS, the Bonds are being purchased by Citigroup Global Markets Inc., as underwriter (the "Underwriter"), pursuant to a certain Bond Purchase Agreement by and between the Issuer and the Underwriter (the "Bond Purchase Agreement"); and

WHEREAS, in order to induce the Company to acquire, renovate, construct, reconstruct and equip the Private Use Improvements, the Agency is willing to take a leasehold interest in the Private Use Improvements Areas, and thereafter the Agency will develop the Private Use Improvements through the Company as its agent and lease the Private Use Improvements and Private Use Areas (collectively, the "Private Use Facility") back to the Company pursuant to the Leaseback, (and together with the Lease to Agency, the "Lease Agreements"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes which otherwise would be imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, by the Tax Jurisdictions (the "Otherwise Applicable Taxes"), other than special charges as defined in Section 2.1 below and which shall be paid by the Company outside this Master Tax Agreement as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of real estate taxes by the Company (the "Tax Agreement Revenues") to the Agency for the benefit of the Trustee and Tax Jurisdictions.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1: Payment in Lieu of Otherwise Applicable Taxes:

Section 1.1 Exemption Application. (A) The Agency holds a leasehold interest in the Private Use Improvement Areas pursuant to the Lease Agreements and holds public use easement rights in the Public Use Improvement Areas pursuant to the Public Use Easement. The parties agree that the Company may add improvements to Block D as Future Additions (as defined herein) and upon so doing the Future Additions shall become a part of to the Private Use Improvements pursuant to an amendment to this Agreement (including an increase in the Tax Agreement Revenues set forth on Payment Schedule 1.1). Additionally, the parties will amend this Master Tax Agreement once as-built surveys are available to confirm that all Public Use Improvements are in the Public Use Improvement Areas or on otherwise publically owned lands and that all the Private Use Improvements are in the Private Use Improvement Areas. **THIS MASTER TAX AGREEMENT IS SUBJECT TO AMENDMENT AND BIFURCATION FROM TIME TO TIME. CONDOMINIUM OWNERS SHALL BE HELD SEVERALLY BUT NOT JOINTLY LIABLE AND, WITH RESPECT TO CONDOMINIUM OWNERS, THE SEVERAL LIABILITY SHALL BE LIMITED FURTHER IN ALL EVENTS TO BE SOLELY FOR PAYMENTS IN LIEU OF OTHERWISE APPLICABLE TAXES WITHOUT OBLIGATIONS RELATED TO INDEMNITY OR OTHER EXPENSES THAT MIGHT BE CLAIMED BY THE AGENCY AGAINST THE COMPANY.**

Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date (January 2, 2017) (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate tax assessors or board of assessment review, the Private Use Facility shall be exempt from Otherwise Applicable Taxes for the periods set forth in Section 1.3. The Public Use Areas and Public Use Improvements (collectively, the "Public Use Facility") shall also be exempt from Otherwise Applicable Taxes to the extent permitted by law and an Exemption Application shall be filed with respect thereto. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Applications and shall provide such additional information and take such actions as are required by the appropriate tax assessors to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback to the contrary, (even in the event the exemption from Otherwise Applicable Taxes is denied or delayed for any reason), the Company does hereby agree to pay all Otherwise Applicable Taxes levied upon the Facility as they become due, specifically including but not limited to Otherwise Applicable Taxes for years prior to and after the tax years covered by this Master Tax Agreement. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Otherwise Applicable Taxes.

(B) Agreement to Make In Lieu Payments of Otherwise Applicable Taxes. The parties agree and acknowledge that payments made under this Master Tax Agreement are for

purposes of obtaining revenues for public purposes, and to provide a revenue source that the Tax Jurisdictions would otherwise not receive because the subject parcels are currently exempt from the payment of Otherwise Applicable Taxes pursuant to Section 412-a of the Real Property Tax Law and Section 874 of the Act. The County of Nassau has directed that the amount of in-lieu of tax payments it would have received but for its consent to the referenced allocation (the "County Portion") shall be allocated to the City and disbursed at the direction of the City and pursuant to its Consent, the City has directed that the County Portion shall be allocated to and paid to the Agency and the Trustee . The parties intend for all payments made hereunder to be treated as income tax deductible expenses related to real property tax payments under and in accordance with Section 164(a)(1) of the Internal Revenue Code and comparable sections of the New York State Tax Law. The Company shall pay to the Agency, by the Bi-Annual Payment Dates (defined below) of each year beginning _____ 1, 2017, as an in lieu of tax payment, in equal bi-annual amounts which in the aggregate equal the annual Tax Agreement Revenues as set forth on **Payment Schedule 1.1** (the "Tax Agreement Revenues") for the periods described in Section 1.3. The Bi-Annual Payment Dates shall be *[insert dates that are sixty (60) days prior to the date when payments are due on the Bonds.]* As this Master Tax Agreement is amended and bifurcated to admit individual Condo Owners as parties with respect to one or more specific residential condominium unit(s), the obligations of the Company with respect to payments related to the respective condominium unit shall terminate and the sole recourse shall be a claim against the Condo Owner and the respective unit contractually for the amount due as secured by the continuing claim and lien of the Master Tax Agreement Mortgage, as same has been split to encumber the respective unit. The Company is hereby directed to deliver the Notice of Condo Owner Limited Liability attached hereto as **Condo Owner Notice Exhibit** to be included in the Declaration of Condominium (the "Declaration") or, if not included in the Declaration, to be recorded with the respective deed for the respective condominium unit to establish of record said limited recourse obligation of the Condo Owner. In all events, the parties agree that each Condo Owner's liability shall be limited to the obligations described in the Condo Owner Notice Exhibit.

Formatted: Font color: Auto

(C) Assignment of Payments/Allocation. The Public Improvement Bonds will fund a portion of the necessary infrastructure to make the Garvies Point Project a reality and generate tax revenues. Pursuant to the Assignment of Master Tax Agreement, and the resolution of the City dated July 19, 2016, the Agency and the City have assigned their respective rights to receive the Tax Agreement Revenues due hereunder to _____ (the "Trustee"), acting pursuant to a certain Trust Indenture (the "Indenture") between the Issuer and the Trustee, to be disbursed by the Trustee to the holders of the Bonds and the Tax Jurisdictions as set forth in the Indenture. The Trustee shall first use the Tax Agreement Revenues to pay all accrued and unpaid interest on the Public Improvement Bonds. After interest on the Public Improvement Bonds is paid, remaining amounts paid by the Company and/or its successors and assigns in lieu of taxes will be paid to the Tax Jurisdictions up to the amounts described in **Section B of Payment Schedule 1.1** (the "Priority Payments to the Tax Jurisdictions"). After payment of interest on the Public Improvement Bonds to the bondholders, then the Priority Payment to the Tax Jurisdictions, the bondholders will receive repayment of their principal and funding of reserves as contemplated by Payment Schedule 1.1. Thereafter any and all residual amounts will be paid to the Tax Jurisdictions as payments in excess of the Priority Payments to the Tax Jurisdictions already received. In furtherance of the foregoing, the Tax Jurisdictions have

consented pursuant to and in accordance with Section 858(15) of the Act, such that the payments in lieu of taxes can be distributed as described herein. The Agency shall direct the Trustee to remit to the Tax Jurisdictions amounts received and payable to the Tax Jurisdictions hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Tax Jurisdictions as contemplated by the consents of the Tax Jurisdictions attached hereto as **Consent Exhibits**.

(D) Payments Mailed as Directed. All Tax Agreement Revenues shall be mailed (or transmitted by federal funds wire transfer) to the Trustee or as otherwise directed by the Agency. The Company (on behalf of itself and its successors and/or assigns) hereby agrees to make all such Tax Agreement Revenues without further notice or invoice from the Agency, the Trustee or the Tax Jurisdictions. All checks or wires shall be made payable as directed by the Agency from time to time.

(E) Right to Grieve and Contest. After giving written notice to the Agency, the Company and its successors and assigns may in good faith contest the denial of the Exemption Applications and or grieve formally or informally any or all of the respective assessments. Notwithstanding the foregoing, the Company hereby agrees for the benefit of the Tax Jurisdictions to not seek a refund of any taxes paid or to be paid for periods prior to the periods described in Section 1.3 and successful claims for refunds during the periods described in Section 1.3 shall be subject to the credit procedures described in Payment Schedule 1.1.

1.2 Valuation of Future Additions to the Private Use Facility: If there shall be a future addition to the Private Use Facility that has not been described in the Application constructed or added in any manner after the date of this Agreement, (including, without limitation, Building D), the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant evidence that the Agency may thereafter request. Unless the parties otherwise agree pursuant to an amendment to this Master Tax Agreement, upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Private Use Facility, the Company shall become liable for payment of an increase in the Tax Payment. The Agency shall notify the Company of any proposed increase in the Tax Payment related to such Future Addition based on assessments established by the assessor. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax Payment until a different Tax Payment shall be established through grievance or otherwise. If a lesser Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax payment(s).

1.3 Period of Benefits/Term of Master Tax Agreement. The Otherwise Applicable Tax benefits provided for herein shall be deemed to commence with the remainder of the 2016 County tax year, the 2016/17 School District tax year, the 2016 City tax year and the 2016 Library tax year through the County, School, Library and City tax years that include that date that is the later of (i) the date the Bonds are paid in full PLUS five fiscal years thereafter OR (ii) forty (40) fiscal tax years; provided in all events during the last five (5) fiscal years after the year

in which the Bonds are paid in full and satisfied (the "Step Down Period") a Tax Adjustment shall be made and any increase in payments related to a Tax Adjustment shall be phased in equal increases over each of the remaining five (5) years of the term of this Master Tax Agreement. The Otherwise Applicable Tax benefits provided for herein shall continue until sufficient payments have been received by the Trustee in order to pay all interest, principal and other amounts due under the Public Improvement Bonds. Notwithstanding the foregoing, Blocks E, G, H and I shall expire at the end of the 20th fiscal tax year following issuance of a Certificate of Occupancy for the respective improvements.

Notwithstanding the foregoing, upon the expiration of the period of Otherwise Applicable Tax benefits as aforesaid, the Private Use Facility shall immediately be returned to the tax rolls on a Block by Block basis (prorated if same occurs other than at the beginning or end of the tax year or continued on the exempt side to permit a partial year billing hereunder) and the Company shall pay all Otherwise Applicable Taxes. The Public Use Improvements shall continue to be exempt from Otherwise Applicable Taxes.

In no event shall the Company be entitled to receive tax benefits relative to the Private Use Facility for more than the periods provided for herein, unless the period is extended by amendment to this Master Tax Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"); provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits upon compliance with the provisions of the Act.

Section II - Special District Charges, Special Assessments and other charges.

2.1 *Special District Charges and other payments*: To the extent not included in the Agency's tax exemption under the Act, special district charges, special assessments, special ad valorem levies and district charges including but not limited to pure water charges and Nassau County sewer district charges (collectively the "Special Charges"), are not included in the amount of the Tax Payment and are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event this Master Tax Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility as if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

3.2 Condominium Conversion. It is contemplated that buildings on Blocks A, B and F will be converted into condominium form of ownership (each, a "Condo Conversion") and

individual condominium units sold (and resold) to third parties (each such unit owner, a "Condo Owner" or collectively, the "Condo Owners"). The liability of each Condo Owner for Tax Agreement Revenues shall be as set forth on Payment Schedule 1.1 and 1.2 hereto. Each Condo Owner's liability for such Tax Payment shall be several and not joint. The parties hereto may amend Payment Schedule1.1 hereto to enumerate such Tax Agreement Revenues allocable to each such condominium unit upon a Condo Conversion by recording the Condo Owner Notice attached hereto as the Condo Owner Notice Exhibit. The Declaration shall contain provisions reasonably acceptable to the Agency regarding the assumption by each Condo Owner of its several obligation for its allocable share of the Tax Payment and an acknowledgment by such Condo Owner that its unit is encumbered by the Master Tax Agreement Mortgage, as the same has been split to encumber the respective unit, as well as provisions for the condominium association to assume certain obligations with regard to the maintenance and operation of the Public Use Improvements.

3.3 Public Use Improvement Areas. It is contemplated that the all or portions of the Public Use Improvements may be dedicated to the City or otherwise transferred to a public entity from time to time subject to the terms and conditions of the Trust Indenture and the concurring opinion of bond counsel that the Bonds remain tax exempt.

3.4 Separate Financing. The Company shall have the right from time to time, on notice to the Agency, to bifurcate the obligations contained herein and in previously bifurcated agreements and to assign its rights and obligations to one or more entities affiliated with the Company for purposes of financing or to the respective Condo Owners. Upon so notifying the Agency the parties will prepare bifurcated agreements to reflect the allocation of the obligations to the various portions of the Facility which are the subject of the respective bifurcated agreements and related lease and leaseback agreements. Other than the bifurcation to assign to affiliates for separate financings, the Condo Conversions described in Section 3.2 and assignments to the Trustee, or as otherwise permitted by the Lease Agreements, no other portion of any interest in this Agreement may be assigned or subleased by the Company (excepting subleases in the ordinary course authorized by the Lease Agreements), nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld, delayed or conditioned.

Section IV - Events of Default.

4.1 Events of Default. The following shall each constitute an "Event of Default" hereunder. The failure by the Company to: (i) make any of the payments described in Section I within fifteen (15) days of the Bi-Annual Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Lease Agreements after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Tax Jurisdictions may have at law or in equity, the Agency and/or Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Tax Jurisdictions) pursue any action in the

courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Tax Jurisdiction to recover any such amount. The Agency and the Company hereby acknowledge the right of the Trustee pursuant to the Assignment of Master Tax Agreement to enforce the provisions hereof and that absent manifest error billings as calculated by the Master Tax Agreement Accountant shall be presumed to be correct and paid even if a dispute is identified by the paying party with adjustments made at a later date once the dispute is resolved. Any such adjustments shall be subject to the credit provisions of Payment Schedule 1.1.

4.2 Late Payments. If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 4.1, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Tax Jurisdictions.

4.3 Mortgagee Notice. Prior to exercising any remedy hereunder, any Mortgagee, as defined in the Leaseback shall be afforded notice and the cure rights set forth in the Leaseback, as if such section were set forth in full herein.

Section V – Miscellaneous.

5.1 Counterparts/Amendments. This Master Tax Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument. The Agency and the Company may amend, bifurcate or supplement this Master Tax Agreement from time to time.

5.2 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: Glen Cove Industrial Development Agency
City Hall
9-13 Glen Street
Glen Cove, New York 11542
Attention: Reginald A. Spinello, Chairman

With Copy To:	Harris Beach PLLC 99 Garnsey Road Pittsford, New York 14534 Attention: Shawn M. Griffin, Esq.
	Zarin & Steinmetz 81 Main Street, Suite 415 White Plains, New York 10601 Attention: Michael Zarin, Esq.
	Phillips Lytle LLP 1205 Franklin Avenue Garden City, New York 11530 Attention: Milan Tyler, Esq.
To the Company:	RXR Glen Isle Partners, LLC 625 RXR Plaza Uniondale, New York 11556 Attention: Frank Haftel
With Copy To:	Rivkin Radler, LLP 926 RXR Plaza West Tower Uniondale, New York 11556 Attention: Edward A. Ambrosino, Esq.
	Farrell Fritz, P.C. 1320 RXR Plaza Uniondale, New York 11556-1320 Attention: Peter L. Curry, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

5.3 Applicable Law. This Master Tax Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York, without reference to principles of conflicts contained herein, applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the state courts located in Nassau County, New York.

5.4 Non-Recourse to Agency. Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the

Agency by the Company. Neither any member of the Agency nor any person executing this Master Tax Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Master Tax Agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Reginald A. Spinello
Title: Chairman

RXR GLEN ISLE PARTNERS, LLC

By: _____
Name:
Title:

[Acknowledgment Page to Master Tax Agreement]

State of New York)
County of Nassau) *ss.:*

On the _____ day of August in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures 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)
County of Nassau) *ss.:*

On the _____ day of August in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

PAYMENT SCHEDULE 1.1 and 1.2
to
Master Tax Agreement
Dated as of August 1, 2016
by and between
Glen Cove Industrial Development Agency
and
RXR Glen Isle Partners, LLC

A. PRIVATE USE IMPROVEMENTS:

Payments with respect to the Private Use Improvements that are Special Charges shall be payable directly to the special districts as billed but to the extent received by the Trustee shall be deposited in the *Special District Disbursement Account* established by the Trustee under the Indenture related to the Bonds and payable to the Special Districts.

All other payments with respect to the Private Use Improvements shall be payable to one or more Disbursement Accounts established by the Trustee under the Indenture related to the Bonds.

To the extent that payments are based on the percentage of completion of a Block, the amounts due shall be calculated based on the above schedule by an accounting firm designated from time to time by the Agency and approved by the Trustee ("Master Tax Agreement Accountant"), based on the percentage of completion of the respective improvements as certified by an Architect on AIA percentage completion forms during construction periods or otherwise in form reasonably acceptable to the Agency and Trustee, as of and on the date thirty (30) days prior to the first Bi-Annual Payment Date in each calendar year. The annual amount calculated from time to time by the Master Tax Agreement Accountant, shall be separately determined for each Public Use Improvement with the allocation of amounts due by Condo Owners allocated based on the respective unit assessed value as compared to all assessed values in the respective building as invoiced from time to time by the Master Tax Agreement Accountant.

Amounts paid hereunder shall be disbursed, after expenses of Agency Accountant, the Trustee and required rebates, as follows:

First Priority. To pay all unpaid interest and reserves for interest on the Public Improvement Bonds according to their terms; and

Second Priority. To pay all unpaid Priority Payments to the Tax Jurisdictions as described below;

Third Priority. To pay any and all other reserves then principal on the Public Improvement Bonds according to their terms; and

Fourth Priority. To the Tax Jurisdictions allocated based on Exhibit A to this Payment Schedule 1.1.

As contemplated by Section 1.1(E) of this Master Tax Agreement, all parties to this Master Tax Agreement (whether by assignment or succession, specifically including but not limited to the Condo Owners) are qualified to commence and prosecute a grievance (informally or through litigation or otherwise as permitted by law) of their assessment. Should the grievance process result in a lower assessment, the Master Tax Agreement Accountant shall credit amounts overpaid for prior years to the extent the assessment was utilized in the Master Tax Agreement calculations of the amounts payable hereunder by the respective party and said additional amount was actually paid. The Master Tax Agreement Accountant is hereby directed to apply 1/3rd of the credit as certified by the respective party and confirmed by the Master Tax Agreement Accountant to its reasonable satisfaction, to each of the next six bi-annual payments due hereunder by the respective party, without interest; provided however, if the Trustee determines that the credit when taken with other anticipated credits will result in payments to the Trustee in any particular year of less than the Stabilization Period Minimum Payments, then the Trustee is directed to apply the credit plus interest at six percent (6%) per annum over a greater number of bi-annual payments that permits the Trustee to reasonably conclude that payments received will be at or above the Stabilization Period Minimum Payments.

The Master Tax Agreement Accountant shall make a Tax Adjustment as of the beginning of the Step Down Period and cause the increase, if any, in payments hereunder to be phased in equal increases over each of the remaining five (5) years of the term of this Master Tax Agreement.

B. **Estimated payments with respect to the Private Use Improvements.** Assuming issuance of Certificates of Occupancy on or before the dates described below, the payments under Section A, of Schedule 1.1 will be as follows (with interest subject to increase or decrease based on final pricing of the Bonds):

1. The Priority ATJ Distributions shall be the fixed amounts set forth in Exhibit A to this Payment Schedule 1.1 for the years 2017-2038, inclusive.
2. The Fourth Priority payment set forth above shall be the projected amounts set forth in Exhibit A to this Payment Schedule 1.1 for the years 2044-2056, inclusive.

During years 2017 through 2031, there is an assumed construction schedule that contemplates a certain timing of completion. Should actual issuance of certificates of occupancy be delayed the Company will only be paying the amounts described in Section A. of Schedule 1.1. Upon the issuance of the last temporary or final Certificate of Occupancy described in the penultimate sentence, the Project will be assumed to have reached a stabilization point (the "Stabilization Point").

It is also anticipated that all improvements other than Building A and Building B will be on the tax rolls and paying Otherwise Applicable Taxes directly to the Tax Jurisdictions on or after 2037. The Company shall receive a credit against amounts due hereunder for actual Otherwise Applicable Taxes actually paid to a respective Tax Jurisdictions for any portion of the Land and Improvements during the term of this Master Tax Agreement.

c. **Public Use Improvements.**

No payments shall be due under this Master Tax Agreement with respect to the Public Use Improvements.

Schedule A-1

[insert legal description of the Land]

FN. Agency owns approximately 50.5 acres of the overall 56-acre site upon which the Project is planned to be located in the City's MW-3 Zoning District (approximately one and a half of the other acres are owned by IDA and leased to the City for the related Ferry Terminal and Boat Basin Project, and the other approximately four acres are currently under private control and will be acquired by the Company. There are off site improvements as well begin performed in municipal and utility rgith of ways based on various permits and or access licenses or similar agreements.

Schedule A-2

[insert legal description of the Public Use Easement Areas]

Schedule B

The Land delineated as either Private Use Improvement Areas or Public Use Improvement Areas



Road and miscellaneous improvements constituting a part of the Public Use Improvements

Schedule C
Public Use Improvements

GARVIES POINT DEVELOPMENT
SUMMARY SCHEDULE OF PUBLIC INFRASTRUCTURE
COSTS ELIGIBLE TO BE FUNDED BY TIF PROCEEDS

Description

- Demolition
- Earthmovt
- Roads
- Drainage
- New buildings and grounds
- Curbs and paths
- Misc furniture
- Landscaping - plantings
- Lighting
- Wetlands
- Boardwalks & Piers
- Bulkheads
- Retaining walls
- Marinas
- Utilities
- Miscellaneous
- Fencing
- Clearing and grubbing
- Signs
- Erosion controls
- Dredge Spoils
- Quary cleanup
- Garvies Point Road gap*
- Interim amenities
- Creek improvements
- Survey & stakeout
- Basic Maintenance & Protection of Traffic
- Mobilization
- Incinerator demolition

CONSENT EXHIBITS

ATTACH CONSENTS OF TAX JURISDICTIONS

EXHIBIT
CONDO OWNER NOTICE

Re: Condominium Unit No. ___ located at _____ ("Condo Unit") acquired by _____ ("Condo Owner") by deed from _____ dated on or about the date hereof intending to be recorded with this Notice in the Nassau County Clerk's Office. This notice should be included in the Declaration or recorded contemporaneously with the deed to the Condo Owner. The Condo Owner has limited several, not joint, obligations as described herein under that certain Master Tax Agreement dated August 1, 2016 and recorded in the Nassau County Clerk's Office at _____, as amended to date ("Master Tax Agreement") as secured by the Master Tax Agreement Mortgage recorded in the Nassau County Clerk's Office at _____, as amended to date ("Master Tax Agreement Mortgage").

The Condo Unit is subject to the terms of a certain Lease Agreement from RXR GLEN ISLE PARTNERS, LLC ("Company") to GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY ("Agency") recorded in the Nassau County Clerk's Office at _____, as amended to date (the "Lease to Agency") and that certain Leaseback Agreement from the Agency to the Company recorded in the Nassau County Clerk's Office at _____, as amended to date (the "Lease to Agency"). The Condo Unit is assessed at $_____ and the overall assessed value of the improvements that include the Condo Unit is $_____, such that the Condo Owner percentage of tax obligations is ____% ("Condo Owner Percentage"). This Condo Owner Notice constitutes an acknowledgement that obligations of the Condo Owner under the Lease Agreement, Leaseback Agreement, Master Tax Agreement and Master Tax Agreement Mortgage (collectively, the "GCIDA Agreements") are limited as described herein and the Condo Owner is hereby released of all obligations under the GCIDA Agreements as an assignee of interests in the Condo Unit. Notwithstanding the foregoing, during the term of the GCIDA Agreements, for so long as the Condo Owner owns the Condo Unit, the Condo Owner shall have the following obligations under the GCIDA Documents:

1. The Condo Owner acknowledges that the leasehold interests under the Lease to Agency and Leaseback shall continue as interests in the Condo Unit by the Agency such that the Condo Unit shall remain on the exempt side of the property tax rolls; the Master Tax Agreement Mortgage shall be limited to a grant of a lien against the Condo Unit with no other obligation by the Condo Owner such that payment obligations hereunder constitute secured claims against the Condo Unit; and (c) the Master Tax Agreement shall be modified and superseded by the payment obligations under this Condo Owner Notice.

2. The Condo Owner shall pay in lieu of real estate tax payments equal to the Condo Owner Percentage multiplied by the Tax Agreement Revenues due for such Block as set forth on Payment Schedule 1.1 of the Master Tax Agreement. Each Condo Owner's liability for such Tax Payment shall be several and not joint and calculated and invoiced by the Master Tax Agreement Accountant or other designee of the Agency.

3. The Condo Owner agrees to make the payments described in Section 2 above to the Trustee or as otherwise directed by the Agency through bi-annual invoicing by the Master Tax Agreement Accountant. The Condo Owner hereby acknowledges its limited several obligation for its allocable share of the Tax Payment and hereby acknowledges that its Condo Unit is encumbered by the lien and payment priority, but not the other provisions of, the Master Tax Agreement Mortgage.

4. As contemplated by Section 1.1(E) of this Master Tax Agreement, all parties to the Master Tax Agreement (whether by assignment or succession, specifically including but not limited to the Condo Owners) are qualified to commence and prosecute a grievance (informally or through litigation or otherwise as permitted by law) of their assessment. Should the grievance process result in a lower assessment, the Master Tax Agreement Accountant shall credit amounts overpaid for prior years to the extent the assessment was utilized in the Master Tax Agreement calculations of the amounts payable hereunder by the respective party and said additional amount was actually paid. The Master Tax Agreement Accountant is hereby directed to apply 1/3rd of the credit as certified by the respective party and confirmed by the Master Tax Agreement Accountant to its reasonable satisfaction, to each of the next six bi-annual payments due hereunder by the respective party, without interest; provided however, if the Trustee determines that the credit when taken with other anticipated credits will result in payments to the Trustee in any particular year of less than the Stabilization Period Minimum Payments, then the Trustee is directed to apply the credit plus interest at six percent (6%) per annum over a greater number of bi-annual payments that permits the Trustee to reasonably conclude that payments received will be at or above the Stabilization Period Minimum Payments.

5. The Condo Owner agrees that the Master Tax Agreement Accountant shall make a Tax Adjustment as of the beginning of the Step Down Period and cause the increase, if any, in payments hereunder to be phased in equal increases over each of the remaining five (5) years of the term of this Master Tax Agreement.

6. This Notice and any related amendments of the IDA Agreements limits recourse for payments to be made to a claim against the Condo Owner and the Condo Unit contractually for the amount described herein as secured by the continuing claim and lien of the Master Tax Agreement Mortgage. This Notice and related amendments of the GCIDA Agreements does not modify in any manner any obligations that the Condo Owner might have under the condominium association to assume certain obligations with regard to the maintenance and operation of the Public Use Improvements.

Schedule A: Tax Jurisdiction Consent Resolutions

Year	City Priority ATJ Distribution & Revenue Surplus	School Priority ATJ Distribution & Revenue Surplus	County Priority ATJ Distribution & Revenue Surplus	Library Priority ATJ Distribution & Revenue Surplus
Total	$131,194,160	$174,648,844	$21,303,133	$4,524,668
2017	-	250,000	100,000	5,330
2018	-	300,000	100,000	6,091
2019	470,170	571,902	5,387	15,951
2020	637,143	1,079,560	21,980	13,139
2021	883,418	1,197,064	28,024	16,689
2022	998,753	1,328,327	34,301	17,829
2023	1,058,110	1,510,491	43,734	16,741
2024	1,153,830	1,794,468	50,000	22,657
2025	1,170,306	1,833,658	50,000	23,078
2026	1,186,912	1,873,231	50,000	23,502
2027	1,203,651	1,913,196	50,000	23,931
2028	1,230,524	1,943,559	50,000	24,363
2029	1,247,535	1,984,331	50,000	24,800
2030	1,264,686	2,025,517	50,000	25,241
2031	1,281,979	2,067,128	50,000	25,686
2032	1,299,416	2,109,170	50,000	26,135
2033	1,317,007	2,151,654	50,000	26,589
2034	1,334,747	2,194,587	50,000	27,048
2035	1,352,642	2,242,978	50,000	27,549
2036	1,370,695	2,286,838	50,000	28,017
2037	1,388,909	2,328,175	50,000	28,452
2038	1,407,287	2,370,998	50,000	28,929
2039	-	-	-	-
2040	-	-	-	-
2041	-	-	-	-
2042	-	-	-	-
2043	-	-	-	-
2044	8,365,390	10,665,872	1,568,511	313,702
2045	7,428,701	9,471,594	1,392,881	278,576
2046	7,575,125	9,656,284	1,420,336	284,067
2047	7,724,439	9,848,659	1,448,332	289,666
2048	7,876,697	10,042,789	1,476,881	295,376
2049	8,031,960	10,240,749	1,505,992	301,198
2050	8,190,285	10,442,614	1,535,678	307,136
2051	8,351,734	10,648,461	1,565,950	313,190
2052	8,516,368	10,858,369	1,596,819	319,364
2053	8,684,250	11,072,419	1,628,297	325,659
2054	8,855,444	11,290,662	1,660,396	332,079
2055	9,030,016	11,513,270	1,693,128	338,626
2056	9,208,032	11,740,241	1,726,506	345,301

Subject to change in accordance with Notice of Contemplated Deviation.

1

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUL 25 P 3:06

68-16
Add'l backup

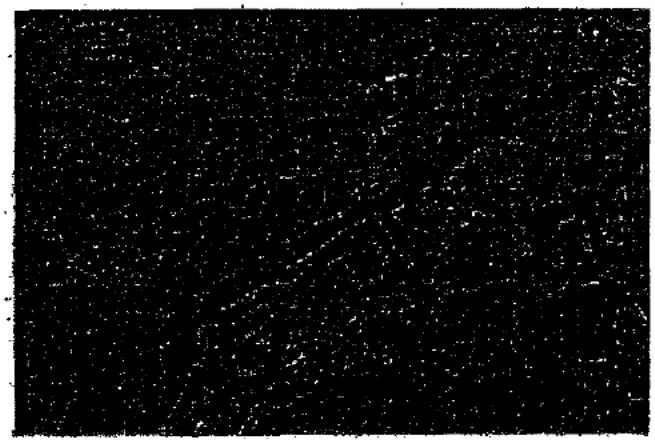
Schedule B: Garvies Point Redevelopment Project Fiscal Impact

Year	City of Glen Cove	School District	County	Library	Aggregate
Total	$225,277,318	$292,506,126	$96,173,828	$8,320,084	$622,277,356
2017	1,570,914	250,000	100,000	5,330	2,026,244
2018	2,381,967	300,000	100,000	6,091	2,788,058
2019	535,698	571,902	120,745	15,951	1,244,296
2020	917,861	1,079,560	492,640	13,139	2,503,199
2021	1,324,291	1,197,064	628,115	16,689	3,166,159
2022	1,413,964	1,326,327	768,813	17,829	3,526,953
2023	1,590,079	1,510,491	980,236	19,741	4,100,547
2024	1,877,306	1,794,468	1,323,643	22,657	5,018,076
2025	1,908,254	1,833,658	1,349,115	23,078	5,114,106
2026	1,939,619	1,873,231	1,375,096	23,502	5,211,450
2027	1,971,412	1,913,196	1,401,600	23,931	5,310,139
2028	2,013,640	1,943,559	1,428,632	24,363	5,410,194
2029	2,046,313	1,984,331	1,456,205	24,800	5,511,649
2030	2,079,439	2,025,517	1,484,329	25,241	5,614,526
2031	2,113,028	2,067,128	1,513,016	25,686	5,718,859
2032	2,147,088	2,109,170	1,542,276	26,135	5,824,669
2033	2,181,630	2,151,654	1,572,121	26,589	5,931,994
2034	2,216,663	2,194,587	1,602,564	27,048	6,040,862
2035	2,252,196	2,242,978	1,633,615	27,549	6,156,338
2036	2,288,240	2,286,838	1,665,287	28,017	6,268,382
2037	2,324,805	2,326,175	1,697,593	28,452	6,377,025
2038	2,361,901	2,370,998	1,730,545	28,929	6,492,373
2039	2,967,667	4,262,951	2,195,457	137,515	9,563,590
2040	3,699,105	5,785,081	2,401,593	186,618	12,072,394
2041	3,766,315	5,886,304	2,447,991	189,881	12,290,491
2042	3,834,750	5,989,297	2,495,287	193,203	12,512,536
2043	3,904,434	6,094,093	2,543,500	196,584	12,738,611
2044	12,340,778	16,866,595	4,161,159	513,725	33,882,258
2045	11,476,339	15,780,813	4,035,631	482,099	31,774,882
2046	11,696,330	16,077,697	4,114,157	491,151	32,379,536
2047	11,920,552	16,380,598	4,194,216	500,374	32,995,741
2048	12,149,067	16,689,019	4,275,837	509,771	33,623,714
2049	12,382,018	17,003,271	4,359,050	519,344	34,263,683
2050	12,619,428	17,323,462	4,443,886	529,099	34,915,874
2051	12,861,405	17,649,706	4,530,378	539,037	35,580,525
2052	13,108,036	17,982,117	4,618,557	549,162	36,257,872
2053	13,359,413	18,320,814	4,708,457	559,479	36,948,162
2054	13,615,626	18,665,915	4,800,111	569,990	37,651,642
2055	13,876,769	19,017,542	4,893,553	580,699	38,368,563
2056	14,142,936	19,375,819	4,988,820	591,610	39,099,185

Subject to change in accordance with Notice of Contemplated Deviation.
Fiscal Impact Numbers include, where applicable, Priority ATJ Distributions, Cash Flow Post Debt Service, Misc. Revenues, and Rental Building Taxes.

Schedule C: Garvies Point Redevelopment Project Fiscal Impact: City of Glen Cove

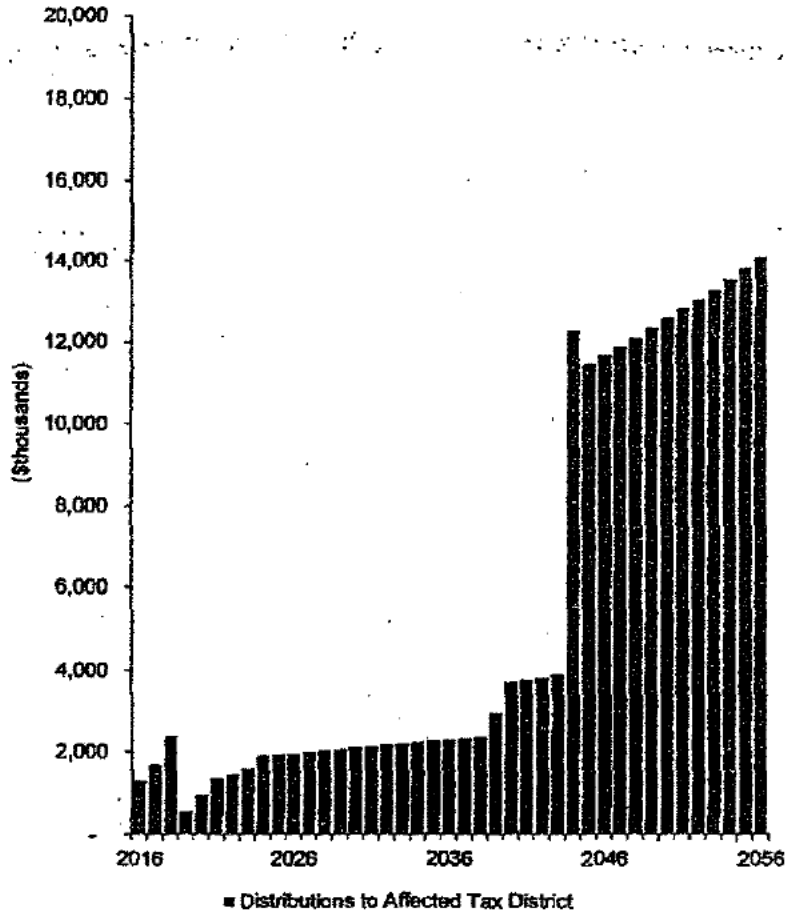
No Development



=

$0

Development

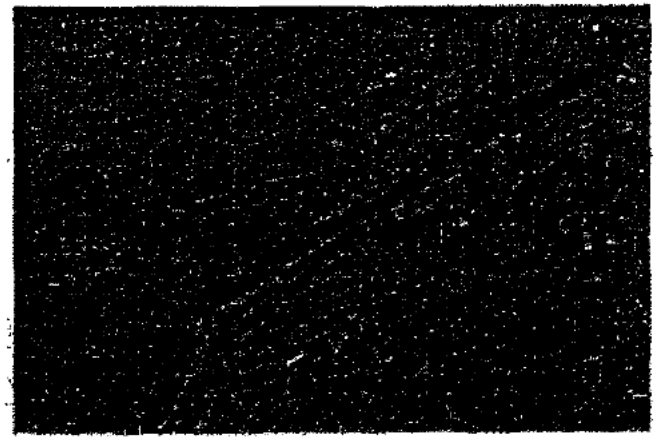


Total Distributions: $225,277,318

Subject to change in accordance with Notice of Contemplated Deviation.

Schedule C: Garvies Point Redevelopment Project Fiscal Impact: School District

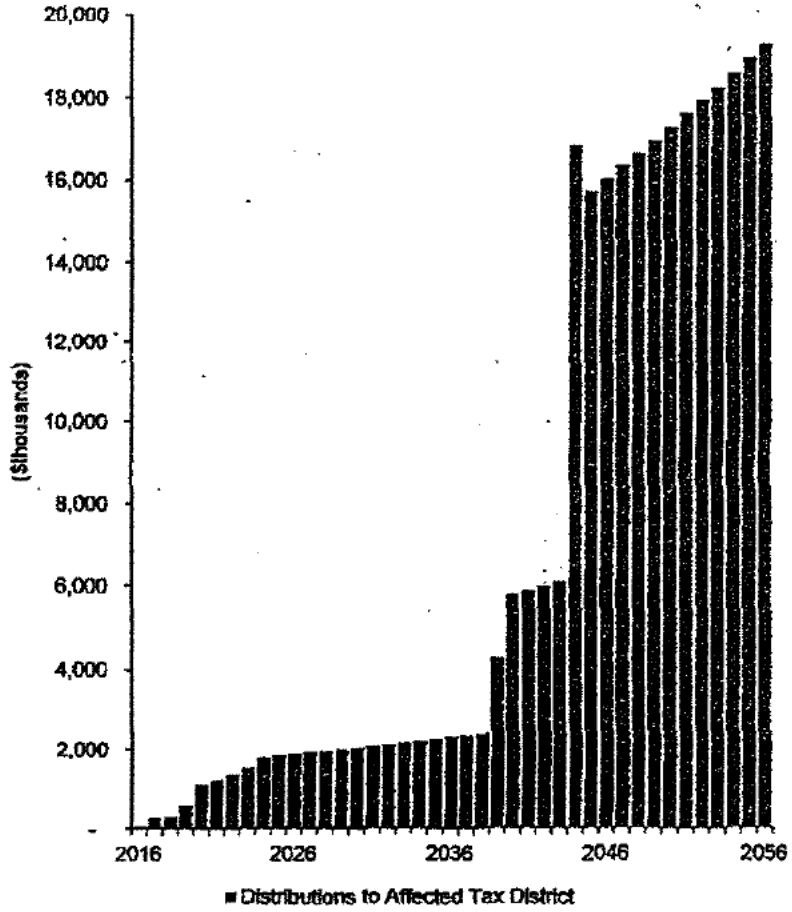
No Development



=

$0

Development

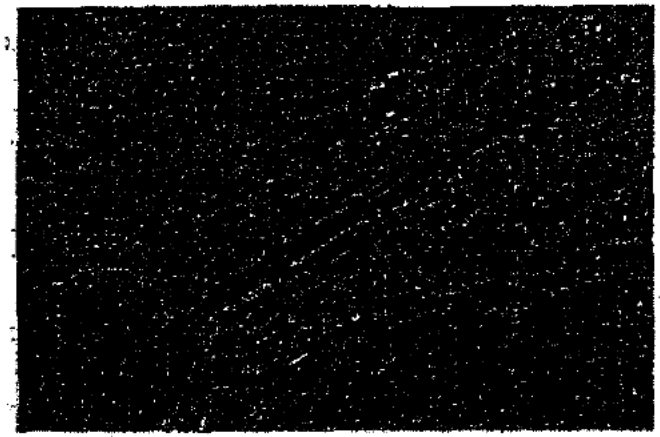


Total Distributions: $292,506,126

Subject to change in accordance with Notice of Contemplated Deviation.

Schedule C: Garvies Point Redevelopment Project Fiscal Impact: County

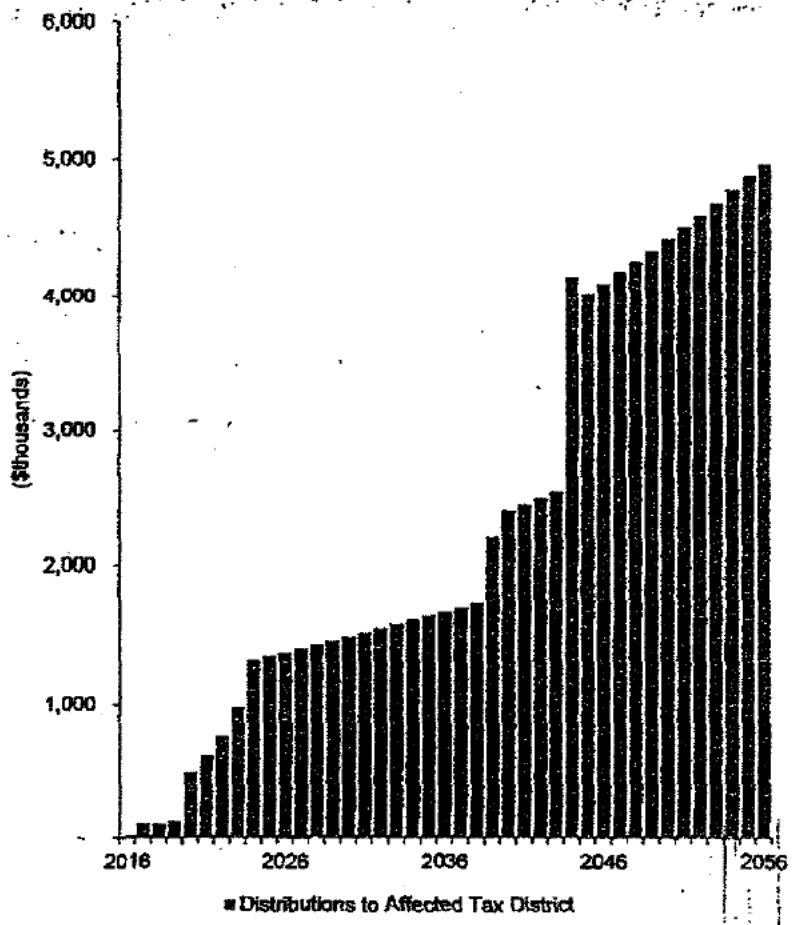
No Development



=

$0

Development

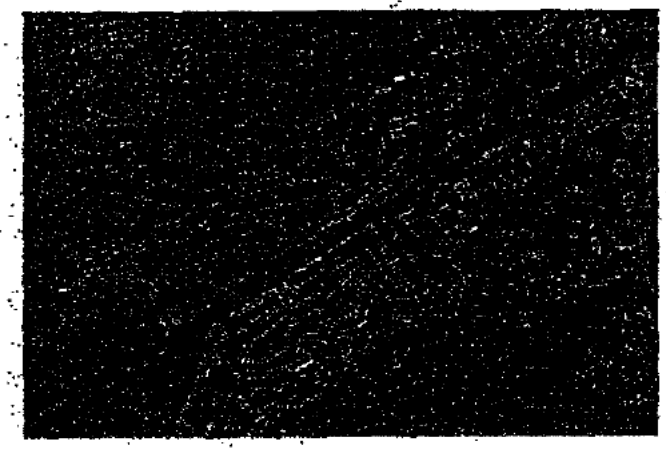


Total Distributions: $96,173,828

Subject to change in accordance with Notice of Contemplated Deviation.

Schedule C: Garvies Point Redevelopment Project Fiscal Impact: Library

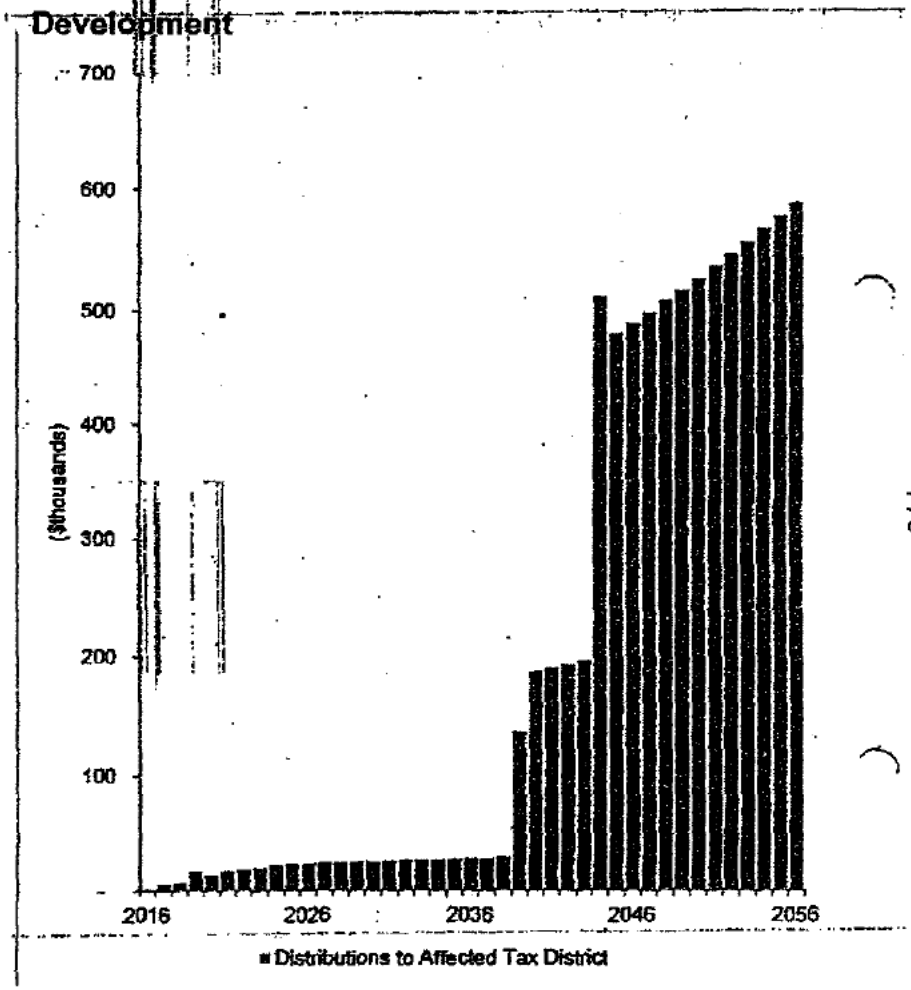
No Development



=

$0

Development



Total Distributions: $8,320,084

Subject to change in accordance with Notice of Contemplated Deviation.

268-16
Additional Backup #2

THIS MASTER TAX AGREEMENT IS SUBJECT TO AMENDMENT AND BIFURCATION FROM TIME TO TIME. CONDOMINIUM OWNERS SHALL BE HELD SEVERALLY BUT NOT JOINTLY LIABLE AND, WITH RESPECT TO CONDOMINIUM OWNERS, THE SEVERAL LIABILITY SHALL BE LIMITED FURTHER TO BE SOLELY FOR PAYMENTS IN LIEU OF OTHERWISE APPLICABLE TAXES WITHOUT OBLIGATIONS RELATED TO INDEMNITY OR OTHER EXPENSES THAT MIGHT BE CLAIMED BY THE AGENCY AGAINST THE COMPANY

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

AND

RXR GLEN ISLE PARTNERS LLC

MASTER TAX AGREEMENT

Dated as of August 1, 2016

Garvies Point Project

Tax Jurisdictions:
Nassau County
City of Glen Cove
Glen Cove City School District
Glen Cove Library

Street Address:

Tax Map No(s).:

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUL 29 P 1:30

193

MASTER TAX AGREEMENT

THIS MASTER TAX AGREEMENT, (the "Master Tax Agreement" or "Tax Agreement") dated as of the 1st day of August, 2016, by and between **RXR GLEN ISLE PARTNERS LLC**, a Delaware limited liability company authorized to do business in New York having offices at 625 RXR Plaza, Uniondale, New York 11556 (the "Company") and **GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 9-13 Glen Street, Glen Cove, New York 11542 (the "Agency").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 374, Section 1 of the Laws of 1974 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, pursuant to that certain Contract for Sale of Land for Private Development by and among the Agency, Glen Cove Community Development Agency ("GCCDA"), and Glen Isle Development Company, LLC (as assigned to the Company), dated as of May 14, 2003, as amended (the "Land Development Agreement"), the Agency is to take actions under the New York Urban Renewal Law and as otherwise permitted by law to effectuate the Urban Renewal Plan established by the GCCDA and on or about the date hereof, simultaneously with the termination of the Land Development Agreement, the Agency and GCCDA have transferred to the Company by bargain and sale deed (the "Deed") approximately [56]-acres of land located on Garvies Point Road, Herb Hill Road and Dickson Street in the City of Glen Cove, New York (the "City") as more accurately described in Schedule A-1 attached hereto (the "Land"); and

WHEREAS, under the terms of the Deed, the Agency reserved a perpetual exclusive easement in favor of the Agency, its successors and assigns, including the right to assign or dedicate to the City for public use of the public use easement Areas as more particularly set forth in Schedule A-2 attached hereto (the "Public Use Easement Areas") and said easement has been documented by a certain Perpetual and Exclusive Public Use Easement dated on or about the date hereof (the "Public Use Easement"); and

WHEREAS, the Company, presented an application for financial assistance dated June 3, 2016 (the "Application") to the Agency and the Glen Cove Local Economic Assistance Corporation (the "Issuer") requesting, inter alia, the Agency undertake a mixed-use project (the "Project or the "Garvies Point Project") consisting of the following: (A) the acquisition of fee title to the Land by the Company from the Agency and GCCDA the Deed subject to the reservation of the Public Use Easement by the Agency (the Land is delineated as either Private Use Improvement Areas or Public Use Improvement Areas as depicted in Schedule B attached hereto); (B) as part of a unified project to effectuate the purposes of the Urban Renewal Plan, the acquisition and construction on the Land by the Company or the Agency of a planned smart growth community of certain buildings and other improvements containing: (i) on the Public Use Easement Areas (and nearby public land) improvements consisting of, among other things,

parks and playgrounds, Esplanade, underground utilities, wetlands, beach restoration, marine bulkheads, boat slips, boardwalks, amphitheater, roadways and other public improvements, infrastructure and amenities inclusive of $15mm for off-site road improvements, all as described in Schedule C attached hereto (the "Public Use Improvements"); and (ii) on the private improvement areas of the Land (the "Private Use Improvement Areas") which Private Use Improvement Areas are to be the subject of a lease from the Company to the Agency (the "Lease") with a related leaseback from the Agency to the Company (the "Leaseback"), improvements consisting of approximately 1,719,932 square-feet of space containing a total of up to approximately 486 rental residential units, 513 condominium units and 111 workforce housing units (55 for rent and 56 for sale) (collectively, "Residential Units"), and approximately up to 75,000 square feet of retail, restaurant, cultural and related space (collectively, the "Commercial Space", and together with the Residential Units, the "Private Use Improvements" and together with the Public Use Improvements, the "Improvements"); and (C) the acquisition and installation in and around the Improvements of certain items of machinery, personal property, fixtures and equipment (the "Equipment", and together with the Land and the Improvements, the "Facility"); and

WHEREAS, the Private Use Improvements located in the Private Use Improvement Areas comprise (references to various Blocks below are to Block designations denoted on the Amended PUD Master Development Plan for Garvies Point and related PUD Subdivision for the Project approved on October 7, 2015):

(i) Block A comprising 346 for sale condominium residential units and a restaurant ("Block A"),
(ii) Block B comprising 167 for sale condominium residential units and retail/marina support buildings ("Block B"),
(iii) Block D for Future Additions with zoning permitting commercial spaces;
(iv) Block E comprising 101 residential units ("Block E"),
(v) Block F comprising 56 workforce condominium residential units ("Block F"),
(vi) Block G comprising 55 workforce residential units ("Block G"),
(vii) Block H comprising 177 residential units and a retail unit ("Block H"),
(viii) Block I comprising 208 residential units and retail/marina support buildings ("Block I");
(xi) Block J comprised of certain retail and commercial improvements ("Block J"); and

WHEREAS, the Public Use Improvements are described in Schedule C attached hereto; and

WHEREAS, the Issuer shall issue its Tax-Exempt and Taxable Revenue Bonds (Garvies Point Public Improvement Project), Series 2016 (the "Bonds" or "Public Improvement Bonds"), in one or more Series and Sub-series, in an aggregate principal amount currently estimated to be $120,005,268, but not to exceed $150,000,000, consisting of (i) Current Interest Bonds, (ii) Capital Appreciation Bonds, (iii) Convertible Capital Appreciation Bonds, and (iv) Current Interest Bonds (Taxable) all for the purpose of financing a portion of a certain public

Improvement project (the "Public Improvement Project") to be undertaken by the Agency consisting of: (A) the acquisition, construction and equipping on the Public Use Improvement Areas (and other nearby public land in the City) of the Public Use Improvements; and (B) the payment of all or a portion of the costs incidental to the issuance of the Public Improvement Bonds, including issuance costs of the Bonds, capitalized interest, if any, and the funding any reserve funds as may be necessary to secure the Public Improvement Bonds (the items (A) through (B) above being hereinafter collectively referred to as the "Costs of the Public Improvement Project" or "Public Improvement Project Costs"); and

WHEREAS, simultaneous with the execution and delivery of the Deed: (i) the Company shall lease the private portion of the Facility to the Agency pursuant to the Lease; (ii) the Agency shall lease the private portion of the Facility back to the Company pursuant to the Leaseback, and (iii) the Agency and the Company shall enter into this Master Tax Agreement pursuant to which the Company shall make certain in-lieu of tax payments to the Agency for the benefit of the holders of the Bonds, Nassau County ("County"), the City, the Glen Cove School District (the "School District") and the Glen Cove Public Library (the "Library") and collectively with the County, the City and the School District (the "Tax Jurisdictions"); and

WHEREAS, pursuant to Section 874(4)(b) of the Act, notices of deviation from the Agency's uniform tax exemption policy were sent to the Tax Jurisdictions on June 28, 2016; and pursuant to Section 874 of the Act, each Affected Tax Jurisdiction consented to the allocation set forth herein pursuant to the attached consents; and

WHEREAS, pursuant to its consent, the County of Nassau has directed that the amount of in-lieu of tax payments it would have received but for its consent to the referenced allocation (the "County Portion") shall be allocated to the City and disbursed at the direction of the City; and

WHEREAS, pursuant to its Consent and this Agreement, the City has directed that the County Portion shall be allocated to and paid to the Agency and trustee for the Public Improvement Bonds (the "Trustee"); and

WHEREAS, the Issuer shall loan the net proceeds of the Public Improvement Bonds to the Agency for the purpose of financing the undertaking of the Public Improvement Project pursuant to that certain Loan Agreement by and between the Issuer and the Agency (the "Loan Agreement"). The Agency's payment and other obligations under the Loan Agreement shall be non-recourse to the Agency, the CDA, the City and the other Tax Jurisdictions and payments to be made under the Loan Agreement are to be derived solely from payments made by the Company and other property owners under this Master Tax Agreement; and

WHEREAS, in order to provide for the payment of the principal of and interest on the Public Improvement Bonds, the Agency and the City shall assign their respective right to receive payments to be made under this Master Tax Agreement to the Trustee, pursuant to that certain Assignment of Master Tax Agreement from the Agency to the Trustee (the "Assignment of Master Tax Agreement"); and

WHEREAS, as security for the payments due under this Master Tax Agreement, the Company shall execute and deliver a certain Master Tax Agreement Mortgage or Master Tax Agreement Mortgage Spreader Agreement or similar financing security agreement pursuant to which the Company shall grant a mortgage lien on and security interest in the private portion of the Facility to the Agency and the Issuer (the "Master Tax Agreement Mortgage"). Amounts secured from time to time by the Master Tax Agreement Mortgage shall be a first lien and other mortgages on the respective portions of the Private Use Facilities shall be subordinate thereto. The Agency and the Issuer will assign all of their rights under the Master Tax Agreement Mortgage to the Trustee pursuant to a certain Assignment of Mortgage from the Agency and the Issuer to the Trustee (the "Assignment of Mortgage"). The Master Tax Agreement Mortgage and Assignment of Mortgage shall be recorded by the Issuer so as to be exempt from any and all applicable state and local mortgage recording taxes; and

WHEREAS, the Company and the Agency, as mortgagor, will enter into one or more commercial mortgages and certain other related documents, notes or other instruments in connection with financing to be incurred by the Company associated with the Private Use Improvements (the "Commercial Mortgages", and together with the Master Tax Agreement Mortgage and any other mortgage required in connection with the issuance of the Bonds, the Public Use Improvements and/or the Private Use Improvements, the "Mortgages"); all such mortgages to be non-recourse as to the Agency, the Issuer and the Affected Tax Jurisdictions and to be recorded by the Agency so as to be exempt from all applicable state and local mortgage recording taxes; and

WHEREAS, the Bonds are being purchased by Citigroup Global Markets Inc., as underwriter (the "Underwriter"), pursuant to a certain Bond Purchase Agreement by and between the Issuer and the Underwriter (the "Bond Purchase Agreement"); and

WHEREAS, in order to induce the Company to acquire, renovate, construct, reconstruct and equip the Private Use Improvements, the Agency is willing to take a leasehold interest in the Private Use Improvements Areas, and thereafter the Agency will develop the Private Use Improvements through the Company as its agent and lease the Private Use Improvements and Private Use Areas (collectively, the "Private Use Facility") back to the Company pursuant to the Leaseback, (and together with the Lease to Agency, the "Lease Agreements"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes which otherwise would be imposed upon real property and Improvements owned by it or under its jurisdiction, control or supervision, by the Tax Jurisdictions (the "Otherwise Applicable Taxes"), other than special charges as defined in Section 2.1 below and which shall be paid by the Company outside this Master Tax Agreement as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of real estate taxes by the Company (the "Tax Agreement Revenues") to the Agency for the benefit of the Trustee and Tax Jurisdictions.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1 - Payment in Lieu of Otherwise Applicable Taxes:

Section 1.1 Exemption Application. (A) The Agency holds a leasehold interest in the Private Use Improvement Areas pursuant to the Lease Agreements and holds public use easement rights in the Public Use Improvement Areas pursuant to the Public Use Easement. The parties agree that the Company may add improvements to Block D as Future Additions (as defined herein) and upon so doing the Future Additions shall become a part of to the Private Use Improvements pursuant to an amendment to this Agreement (including an increase in the Tax Agreement Revenues set forth on Payment Schedule 1.1). Additionally, the parties will amend this Master Tax Agreement once as-built surveys are available to confirm that all Public Use Improvements are in the Public Use Improvement Areas or on otherwise publically owned lands and that all the Private Use Improvements are in the Private Use Improvement Areas. **THIS MASTER TAX AGREEMENT IS SUBJECT TO AMENDMENT AND BIFURCATION FROM TIME TO TIME. CONDOMINIUM OWNERS SHALL BE HELD SEVERALLY BUT NOT JOINTLY LIABLE AND, WITH RESPECT TO CONDOMINIUM OWNERS, THE SEVERAL LIABILITY SHALL BE LIMITED FURTHER IN ALL EVENTS TO BE SOLELY FOR PAYMENTS IN LIEU OF OTHERWISE APPLICABLE TAXES WITHOUT OBLIGATIONS RELATED TO INDEMNITY OR OTHER EXPENSES THAT MIGHT BE CLAIMED BY THE AGENCY AGAINST THE COMPANY.**

Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date (January 2, 2017) (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate tax assessors or board of assessment review, the Private Use Facility shall be exempt from Otherwise Applicable Taxes for the periods set forth in Section 1.3. The Public Use Areas and Public Use Improvements (collectively, the "Public Use Facility") shall also be exempt from Otherwise Applicable Taxes to the extent permitted by law and an Exemption Application shall be filed with respect thereto. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Applications and shall provide such additional information and take such actions as are required by the appropriate tax assessors to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback to the contrary, (even in the event the exemption from Otherwise Applicable Taxes is denied or delayed for any reason), the Company does hereby agree to pay all Otherwise Applicable Taxes levied upon the Facility as they become due, specifically including but not limited to Otherwise Applicable Taxes for years prior to and after the tax years covered by this Master Tax Agreement. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Otherwise Applicable Taxes.

(B) Agreement to Make In Lieu Payments of Otherwise Applicable Taxes. The parties agree and acknowledge that payments made under this Master Tax Agreement are for

purposes of obtaining revenues for public purposes, and to provide a revenue source that the Tax Jurisdictions would otherwise not receive because the subject parcels are currently exempt from the payment of Otherwise Applicable Taxes pursuant to Section 412-a of the Real Property Tax Law and Section 874 of the Act. The County of Nassau has directed that the amount of in-lieu of tax payments it would have received but for its consent to the referenced allocation (the "County Portion") shall be allocated to the City and disbursed at the direction of the City and pursuant to its Consent, the City has directed that the County Portion shall be allocated to and paid to the Agency and the Trustee. The parties intend for all payments made hereunder to be treated as income tax deductible expenses related to real property tax payments under and in accordance with Section 164(a)(1) of the Internal Revenue Code and comparable sections of the New York State Tax Law. The Company shall pay to the Agency, by the Bi-Annual Payment Dates (defined below) of each year beginning _____ 1, 2017, as an in lieu of tax payment, in equal bi-annual amounts which in the aggregate equal the annual Tax Agreement Revenues as set forth on **Payment Schedule 1.1** (the "Tax Agreement Revenues") for the periods described in Section 1.3. The Bi-Annual Payment Dates shall be *[Insert dates that are sixty (60) days prior to the date when payments are due on the Bonds.]* As this Master Tax Agreement is amended and bifurcated to admit individual Condo Owners as parties with respect to one or more specific residential condominium unit(s), the obligations of the Company with respect to payments related to the respective condominium unit shall terminate and the sole recourse shall be a claim against the Condo Owner and the respective unit contractually for the amount due as secured by the continuing claim and lien of the Master Tax Agreement Mortgage, as same has been split to encumber the respective unit. The Company is hereby directed to deliver the Notice of Condo Owner Limited Liability attached hereto as Condo Owner Notice Exhibit to be included in the Declaration of Condominium (the "Declaration"), or, if not included in the Declaration, to be recorded with the respective deed for the respective condominium unit to establish of record said limited recourse obligation of the Condo Owner. In all events, the parties agree that each Condo Owner's liability shall be limited to the obligations described in the Condo Owner Notice Exhibit.

Formatted: Font color: Auto

(C) Assignment of Payments/Allocation. The Public Improvement Bonds will fund a portion of the necessary infrastructure to make the Garvies Point Project a reality and generate tax revenues. Pursuant to the Assignment of Master Tax Agreement, and the resolution of the City dated July 19, 2016, the Agency and the City have assigned their respective rights to receive the Tax Agreement Revenues due hereunder to _____ (the "Trustee"), acting pursuant to a certain Trust Indenture (the "Indenture") between the Issuer and the Trustee, to be disbursed by the Trustee to the holders of the Bonds and the Tax Jurisdictions as set forth in the Indenture. The Trustee shall first use the Tax Agreement Revenues to pay all accrued and unpaid interest on the Public Improvement Bonds. After interest on the Public Improvement Bonds is paid, remaining amounts paid by the Company and/or its successors and assigns in lieu of taxes will be paid to the Tax Jurisdictions up to the amounts described in **Section E of Payment Schedule 1.1** (the "Priority Payments to the Tax Jurisdictions"). After payment of interest on the Public Improvement Bonds to the bondholders, then the Priority Payment to the Tax Jurisdictions, the bondholders will receive repayment of their principal and funding of reserves as contemplated by Payment Schedule 1.1. Thereafter any and all residual amounts will be paid to the Tax Jurisdictions as payments in excess of the Priority Payments to the Tax Jurisdictions already received. In furtherance of the foregoing, the Tax Jurisdictions have

consented pursuant to and in accordance with Section 858(15) of the Act, such that the payments in lieu of taxes can be distributed as described herein. The Agency shall direct the Trustee to remit to the Tax Jurisdictions amounts received and payable to the Tax Jurisdictions hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Tax Jurisdictions as contemplated by the consents of the Tax Jurisdictions attached hereto as Consent Exhibits.

(D) Payments Mailed as Directed. All Tax Agreement Revenues shall be mailed (or transmitted by federal funds wire transfer) to the Trustee or as otherwise directed by the Agency. The Company (on behalf of itself and its successors and/or assigns) hereby agrees to make all such Tax Agreement Revenues without further notice or invoice from the Agency, the Trustee or the Tax Jurisdictions. All checks or wires shall be made payable as directed by the Agency from time to time.

(E) Right to Grieve and Contest. After giving written notice to the Agency, the Company and its successors and assigns may in good faith contest the denial of the Exemption Applications and or grieve formally or informally any or all of the respective assessments. Notwithstanding the foregoing, the Company hereby agrees for the benefit of the Tax Jurisdictions to not seek a refund of any taxes paid or to be paid for periods prior to the periods described in Section 1.3 and successful claims for refunds during the periods described in Section 1.3 shall be subject to the credit procedures described in Payment Schedule 1.1.

1.2 Valuation of Future Additions to the Private Use Facility. If there shall be a future addition to the Private Use Facility that has not been described in the Application constructed or added in any manner after the date of this Agreement, (including, without limitation, Building D), the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant evidence that the Agency may thereafter request. Unless the parties otherwise agree pursuant to an amendment to this Master Tax Agreement, upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Private Use Facility, the Company shall become liable for payment of an increase in the Tax Payment. The Agency shall notify the Company of any proposed increase in the Tax Payment related to such Future Addition based on assessments established by the assessor. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax Payment until a different Tax Payment shall be established through grievance or otherwise. If a lesser Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax payment(s).

1.3 Period of Benefits/Term of Master Tax Agreement. The Otherwise Applicable Tax benefits provided for herein shall be deemed to commence with the remainder of the 2016 County tax year, the 2016/17 School District tax year, the 2016 City tax year and the 2016 Library tax year through the County, School, Library and City tax years that include that date that is the later of (I) the date the Bonds are paid in full PLUS five fiscal years thereafter OR (II) forty (40) fiscal tax years; provided in all events during the last five (5) fiscal years after the year

in which the Bonds are paid in full and satisfied (the "Step Down Period") a Tax Adjustment shall be made and any increase in payments related to a Tax Adjustment shall be phased in equal increases over each of the remaining five (5) years of the term of this Master Tax Agreement. The Otherwise Applicable Tax benefits provided for herein shall continue until sufficient payments have been received by the Trustee in order to pay all interest, principal and other amounts due under the Public Improvement Bonds. Notwithstanding the foregoing, Blocks E, G, H and I shall expire at the end of the 20th fiscal tax year following issuance of a Certificate of Occupancy for the respective improvements.

Notwithstanding the foregoing, upon the expiration of the period of Otherwise Applicable Tax benefits as aforesaid, the Private Use Facility shall immediately be returned to the tax rolls on a Block by Block basis (prorated if same occurs other than at the beginning or end of the tax year or continued on the exempt side to permit a partial year billing hereunder) and the Company shall pay all Otherwise Applicable Taxes. The Public Use Improvements shall continue to be exempt from Otherwise Applicable Taxes.

In no event shall the Company be entitled to receive tax benefits relative to the Private Use Facility for more than the periods provided for herein, unless the period is extended by amendment to this Master Tax Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"); provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits upon compliance with the provisions of the Act.

Section II - Special District Charges, Special Assessments and other charges.

2.1 *Special District Charges and other payments:* To the extent not included in the Agency's tax exemption under the Act, special district charges, special assessments, special ad valorem levies and district charges including but not limited to pure water charges and Nassau County sewer district charges (collectively the "Special Charges"), are not included in the amount of the Tax Payment and are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event this Master Tax Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility as if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

3.2 Condominium Conversion. It is contemplated that buildings on Blocks A, B and F will be converted into condominium form of ownership (each, a "Condo Conversion") and

117

individual condominium units sold (and resold) to third parties (each such unit owner, a "Condo Owner" or collectively, the "Condo Owners"). The liability of each Condo Owner for Tax Agreement Revenues shall be as set forth on Payment Schedule 1.1 and 1.2 hereto. Each Condo Owner's liability for such Tax Payment shall be several and not joint. The parties hereto may amend Payment Schedule1.1 hereto to enumerate such Tax Agreement Revenues allocable to each such condominium unit upon a Condo Conversion by recording the Condo Owner Notice attached hereto as the Condo Owner Notice Exhibit. The Declaration shall contain provisions reasonably acceptable to the Agency regarding the assumption by each Condo Owner of its several obligation for its allocable share of the Tax Payment and an acknowledgment by such Condo Owner that its unit is encumbered by the Master Tax Agreement Mortgage, as the same has been split to encumber the respective unit, as well as provisions for the condominium association to assume certain obligations with regard to the maintenance and operation of the Public Use Improvements.

3.3 Public Use Improvement Areas. It is contemplated that the all or portions of the Public Use Improvements may be dedicated to the City or otherwise transferred to a public entity from time to time subject to the terms and conditions of the Trust Indenture and the concurring opinion of bond counsel that the Bonds remain tax exempt.

3.4 Separate Financing. The Company shall have the right from time to time, on notice to the Agency, to bifurcate the obligations contained herein and in previously bifurcated agreements and to assign its rights and obligations to one or more entities affiliated with the Company for purposes of financing or to the respective Condo Owners. Upon so notifying the Agency, the parties will prepare bifurcated agreements to reflect the allocation of the obligations to the various portions of the Facility which are the subject of the respective bifurcated agreements and related lease and leaseback agreements. Other than the bifurcation to assign to affiliates for separate financings, the Condo Conversions described in Section 3.2 and assignments to the Trustee, or as otherwise permitted by the Lease Agreements, no other portion of any interest in this Agreement may be assigned or subleased by the Company (excepting assignments and subleases in the ordinary course authorized by the Lease Agreements), nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld, delayed or conditioned.

Section IV - Events of Default.

4.1 Events of Default. The following shall each constitute an "Event of Default" hereunder: The failure by the Company to: (I) make any of the payments described in Section I within fifteen (15) days of the Bi-Annual Payment Date (the "Delinquency Date"); (II) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (III) the occurrence and continuance of any events of default under the Lease Agreements after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Tax Jurisdictions may have at law or in equity, the Agency and/or Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Tax Jurisdictions) pursue any action in the

112

courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Tax Jurisdiction to recover any such amount. The Agency and the Company hereby acknowledge the right of the Trustee pursuant to the Assignment of Master Tax Agreement to enforce the provisions hereof and that absent manifest error billings as calculated by the Master Tax Agreement Accountant shall be presumed to be correct and paid even if a dispute is identified by the paying party with adjustments made at a later date once the dispute is resolved. Any such adjustments shall be subject to the credit provisions of Payment Schedule 1.1.

4.2 Late Payments. If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 4.1, Company shall pay, in addition to said payment; (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Tax Jurisdictions.

4.3 Mortgagee Notice. Prior to exercising any remedy hereunder, any Mortgagee, as defined in the Leaseback shall be afforded notice and the cure rights set forth in the Leaseback, as if such section were set forth in full herein.

Section V – Miscellaneous

5.1 Counterparts/Amendments. This Master Tax Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument. The Agency and the Company may amend, bifurcate or supplement this Master Tax Agreement from time to time.

5.2 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: Glen Cove Industrial Development Agency
City Hall
9-13 Glen Street
Glen Cove, New York 11542
Attention: Reginald A. Spinello, Chairman

13

With Copy To: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Shawn M. Griffin, Esq.

Zarin & Steinmetz
81 Main Street, Suite 415
White Plains, New York 10601
Attention: Michael Zarin, Esq.

Phillips Lytle LLP
1205 Franklin Avenue
Garden City, New York 11530
Attention: Milan Tyler, Esq.

To the Company: RXR Glen Isle Partners, LLC
625 RXR Plaza
Uniondale, New York 11556
Attention: Frank Haftel

With Copy To: Rivkin Radler, LLP
926 RXR Plaza
West Tower
Uniondale, New York 11556
Attention: Edward A. Ambrosino, Esq.

Farrell Fritz, P.C.
1320 RXR Plaza
Uniondale, New York 11556-1320
Attention: Peter L. Curry, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

5.3 Applicable Law. This Master Tax Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York, without reference to principles of conflicts contained herein, applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the state courts located in Nassau County, New York.

5.4 Non-Recourse to Agency. Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the

Agency by the Company. Neither any member of the Agency nor any person executing this Master Tax Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Master Tax Agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CONFIDENTIAL EXEMPT FROM O

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Reginald A. Spinello
Title: Chairman

RXR GLEN ISLE PARTNERS, LLC

By: _____
Name:
Title:

CONFIDENTIAL - EXEMPT RECORD

[Acknowledgment Page to Master Tax Agreement]

State of New York)
County of Nassau) ss.:

On the _____ day of August in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures 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)
County of Nassau) ss.:

On the _____ day of August in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

DO NOT FILE

PAYMENT SCHEDULE 1.1 and 1.3
to
Master Tax Agreement
Dated as of August 1, 2016
by and between
Glen Cove Industrial Development Agency
and
RXR Glen Isle Partners, LLC

A. **PRIVATE USE IMPROVEMENTS:**

CONFIDENTIAL EXHIBIT PROPOSAL

Payments with respect to the Private Use Improvements that are Special Charges shall be payable directly to the special districts as billed but to the extent received by the Trustee shall be deposited in the *Special District Disbursement Account* established by the Trustee under the Indenture related to the Bonds and payable to the Special Districts.

All other payments with respect to the Private Use Improvements shall be payable to one or more Disbursement Accounts established by the Trustee under the Indenture related to the Bonds.

To the extent that payments are based on the percentage of completion of a Block, the amounts due shall be calculated based on the above schedule by an accounting firm designated from time to time by the Agency and approved by the Trustee ("Master Tax Agreement Accountant"), based on the percentage of completion of the respective Improvements as certified by an Architect on AIA percentage completion forms during construction periods or otherwise in form reasonably acceptable to the Agency and Trustee, as of and on the date thirty (30) days prior to the first Bi-Annual Payment Date in each calendar year. The annual amount calculated from time to time by the Master Tax Agreement Accountant shall be separately determined for each Public Use Improvement with the allocation of amounts due by Condo Owners allocated based on the respective unit assessed value as compared to all assessed values in the respective building as invoiced from time to time by the Master Tax Agreement Accountant.

Amounts paid hereunder shall be disbursed, after request of Agency Accountant, the Trustee and required actions, as follows:

First Priority. To pay all unpaid interest and reserves for interest on the Public Improvement Bonds according to their terms; and

Second Priority. To pay all unpaid Priority Payments to the Tax Jurisdictions as described below;

Third Priority. To pay any and all other reserves then principal on the Public Improvement Bonds according to their terms; and

Fourth Priority. To the Tax Jurisdictions allocated based on Exhibit A to this Payment Schedule 1.1.

As contemplated by Section 1.1(E) of this Master Tax Agreement, all parties to this Master Tax Agreement (whether by assignment or succession, specifically including but not limited to the Condo Owners) are qualified to commence and prosecute a grievance (informally or through litigation or otherwise as permitted by law) of their assessment. Should the grievance process result in a lower assessment, the Master Tax Agreement Accountant shall credit amounts overpaid for prior years to the extent this assessment was utilized in the Master Tax Agreement calculations of the amounts payable hereunder by the respective party and said additional amount was actually paid. The Master Tax Agreement Accountant is hereby directed to apply 1/3rd of the credit as certified by the respective party and confirmed by the Master Tax Agreement Accountant to its reasonable satisfaction, to each of the next six bi-annual payments due hereunder by the respective party, without interest; provided however, if the Trustee determines that the credit when taken with other anticipated credits will result in payments to the Trustee in any particular year of less than the Stabilization Period Minimum Payments, then the Trustee is directed to apply the credit plus interest at six percent (6%) per annum over a greater number of bi-annual payments that permits the Trustee to reasonably conclude that payments received will be at or above the Stabilization Period Minimum Payments.

The Master Tax Agreement Accountant shall make a Tax Adjustment as of the beginning of the Step Down Period and cause the increase, if any, in payments hereunder to be phased in equal increases over each of the remaining five (5) years of the term of this Master Tax Agreement.

B. Estimated payments with respect to the Private Use Improvements. Assuming issuance of Certificates of Occupancy on or before the dates described below, the payments under Section A, of Schedule 1.1 will be as follows (with interest subject to increase or decrease based on final pricing of the Bonds):

1. The Priority Payments to the Tax Jurisdictions shall be the fixed amounts set forth in Exhibit A to this Payment Schedule 1.1 for the years 2017-2043, inclusive.
2. The Fourth Priority payment set forth above shall be the projected amounts set forth in Exhibit A to this Payment Schedule 1.1 for the years 2044-2056, inclusive.

During years 2017 through 2021, there is an assumed construction schedule that contemplates a certain timing of completion. Should actual issuance of certificates of occupancy be delayed the Company will only be paying the amounts described in Section A, of Schedule 1.1. Upon the issuance of the last temporary or final Certificate of Occupancy described in the permitted sentence, the Project will be assumed to have reached a stabilization point (the "Stabilization Point").

It is also anticipated that all improvements other than Building A and Building B will be on the tax rolls and paying Otherwise Applicable Taxes directly to the Tax Jurisdictions on or after 2021. The Company shall receive a credit against amounts due hereunder for actual Otherwise Applicable Taxes actually paid to a respective Tax Jurisdictions for any portion of the Land and Improvements during the term of this Master Tax Agreement.

c. **Public Use Improvements.**

No payments shall be due under this Master Tax Agreement with respect to the Public Use Improvements.

CONFIDENTIAL EXEMPT RECORD

Schedule A: Tax Jurisdiction Consent Resolutions

Year	City Priority ATJ Distribution & Revenue Surplus	School Priority ATJ Distribution & Revenue Surplus	County Priority ATJ Distribution & Revenue Surplus	Library Priority ATJ Distribution & Revenue Surplus
Total	$131,194,160	$174,848,844	$21,305,133	$4,524,688
2017	-	250,000	100,000	5,330
2018	-	300,000	100,000	6,091
2019	470,170	571,902	5,387	15,951
2020	637,143	1,079,580	21,980	13,139
2021	983,418	1,197,064	26,024	16,588
2022	996,753	1,328,327	34,301	17,829
2023	1,058,110	1,510,491	43,734	19,741
2024	1,153,830	1,794,488	50,000	22,857
2025	1,170,306	1,833,658	50,000	23,078
2026	1,186,912	1,873,231	50,000	23,302
2027	1,203,651	1,913,196	50,000	23,531
2028	1,220,524	1,953,559	50,000	24,363
2029	1,247,535	1,994,331	50,000	24,600
2030	1,264,685	2,035,517	50,000	25,241
2031	1,281,979	2,087,126	50,000	25,585
2032	1,299,418	2,109,170	50,000	26,195
2033	1,317,007	2,151,654	50,000	26,569
2034	1,334,747	2,194,587	50,000	27,048
2035	1,352,642	2,242,978	50,000	27,549
2036	1,370,688	2,286,838	50,000	28,017
2037	1,388,909	2,326,175	50,000	28,452
2038	1,407,257	2,370,998	50,000	28,929
2039	-	-	-	-
2040	-	-	-	-
2041	-	-	-	-
2042	-	-	-	-
2043	-	-	-	-
2044	6,365,390	10,585,372	1,668,511	313,702
2045	7,428,701	9,471,594	1,392,891	279,576
2046	7,575,125	9,658,284	1,420,938	284,067
2047	7,724,439	9,848,659	1,448,932	289,566
2048	7,876,697	10,042,789	1,476,881	295,376
2049	8,031,960	10,240,749	1,505,982	301,198
2050	8,190,265	10,442,614	1,535,678	307,136
2051	8,351,734	10,648,461	1,565,950	313,190
2052	8,516,358	10,858,369	1,596,819	319,364
2053	8,684,250	11,072,419	1,626,297	325,659
2054	8,855,444	11,290,692	1,660,396	332,079
2055	9,030,018	11,513,270	1,693,128	338,626
2056	9,208,032	11,740,241	1,726,508	345,301

Subject to change in accordance with Notice of Contemplated Deviation.

Schedule B: Garvies Point Redevelopment Project Fiscal Impact

Year	City of Glen Cove	School District	County	Library	Aggregate
Total	$225,277,318	$292,506,126	$96,173,823	$8,320,084	$622,277,350
2017	1,670,914	250,000	100,000	5,330	2,026,244
2018	2,381,967	300,000	100,000	6,091	2,788,058
2019	535,698	571,802	120,745	16,951	1,244,296
2020	917,861	1,079,560	492,640	13,139	2,503,199
2021	1,324,291	1,197,054	628,115	16,689	3,166,159
2022	1,418,984	1,326,327	766,813	17,829	3,528,953
2023	1,590,079	1,510,491	989,236	19,741	4,100,547
2024	1,877,308	1,794,468	1,323,643	22,657	5,018,076
2025	1,906,254	1,833,658	1,349,116	23,078	5,114,106
2026	1,936,819	1,873,231	1,375,098	23,502	5,211,450
2027	1,971,412	1,913,196	1,401,800	23,931	5,310,139
2028	2,013,840	1,943,559	1,426,892	24,393	5,410,194
2029	2,046,313	1,984,331	1,456,205	24,800	5,511,649
2030	2,079,439	2,025,517	1,484,329	25,241	5,614,526
2031	2,113,028	2,067,128	1,513,016	25,686	5,718,358
2032	2,147,088	2,109,170	1,542,276	26,135	5,824,669
2033	2,181,630	2,151,654	1,572,121	26,589	5,931,994
2034	2,216,663	2,194,587	1,602,564	27,048	6,040,862
2035	2,252,198	2,242,978	1,633,615	27,549	6,156,338
2036	2,288,240	2,286,838	1,665,287	28,017	6,268,382
2037	2,324,805	2,328,175	1,697,593	28,462	6,377,025
2038	2,361,901	2,370,998	1,730,545	28,929	6,492,373
2039	2,967,667	4,262,951	2,195,457	137,515	9,563,590
2040	3,899,105	5,785,081	2,401,593	186,616	12,072,394
2041	3,766,315	5,686,384	2,447,991	189,881	12,290,491
2042	3,834,750	5,989,297	2,496,257	193,203	12,512,538
2043	3,904,434	6,094,083	2,543,600	196,584	12,738,611
2044	12,340,778	16,886,595	4,161,159	513,725	33,882,258
2045	11,476,339	16,780,813	4,035,631	482,098	31,774,882
2046	11,686,330	16,077,897	4,114,157	491,151	32,379,536
2047	11,920,552	16,380,598	4,194,218	500,374	32,995,741
2048	12,149,087	16,689,019	4,275,837	509,771	33,623,714
2049	12,382,018	17,003,271	4,359,050	519,344	34,263,683
2050	12,619,428	17,323,462	4,443,886	529,099	34,915,874
2051	12,861,405	17,649,706	4,530,378	539,037	35,580,525
2052	13,108,036	17,982,117	4,618,557	549,162	36,257,872
2053	13,359,413	18,320,814	4,708,457	559,479	36,948,162
2054	13,615,626	18,665,915	4,800,111	569,990	37,651,642
2055	13,876,769	19,017,542	4,893,553	580,699	38,368,563
2056	14,142,936	19,375,819	4,988,820	591,610	39,099,185

Subject to change in accordance with Notice of Contemplated Deviation.

Fiscal Impact Numbers include, where applicable, Priority ATJ Distributions, Cash Flow Post Debt Service, Misc. Revenues, and Rental Building Taxes.

799

182

SCHEDULE A

MASTER TAX AGREEMENT REVENUE

Block	Parcel	Pre-Construction	During Construction	Post-Completion
A	2	Otherwise Applicable Taxes ("OAT")	($3,353,400 minus 50% of the annual aggregate taxes for all completed units) plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, times percentage of completion as of 30 days prior to the first Biannual Payment Date in each calendar year	Aggregate of per Unit amounts pursuant to Schedule B
B	10	OAT	($1,648,290 minus 50% of the annual aggregate taxes for all completed units) plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, times percentage of completion as of 30 days prior to the first Biannual Payment Date in each calendar year	Aggregate of per Unit amounts pursuant to Schedule B
C	16	Lower of (i) $101,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter or (ii) OAT	$101,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, times percentage of completion as of 30 days prior to the first Biannual Payment Date in each calendar year	$101,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, for 20 years post completion
D	22	OAT	($174,720 minus 50% of the annual aggregate taxes for all completed units) plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, times percentage of completion as of 30 days prior to the first Biannual Payment Date in each calendar year	OAT
E	28	OAT	$55,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, times percentage of completion as of 30 days prior to the first Biannual Payment Date in each calendar year	$55,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, for 20 years post completion
F	34	Lower of (i) $177,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter or (ii) OAT	$177,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, times percentage of completion as of 30 days prior to the first Biannual Payment Date in each calendar year	$177,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, for 20 years post completion
G	40	Lower of (i) $208,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter or (ii) OAT	$208,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, times percentage of completion as of 30 days prior to the first Biannual Payment Date in each calendar year	$208,000 plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, for 20 years post completion
Retail Parcel (Commercial Condominium Unit)	46	OAT	% of completion as of 60 days before tax payment due date times $3.50/net usable retail sf, as such area shall be certified by a licensed architect or engineer selected by the Agency, plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter, for 20 years post completion	$3.50/net usable retail sf, as such area shall be certified by a licensed architect or engineer selected by the Agency, plus 2.0% annual inflation adjustment compounded and calculated as of January 1, 2018, and each January 1 thereafter

123

800

Schedule A-1

[Insert legal description of the Land]

FN. Agency owns approximately 50.5 acres of the overall 56-acre site upon which the Project is planned to be located in the City's MW-3 Zoning District (approximately one and a half of the other acres are owned by IDA and leased to the City for the related Ferry Terminal and Boat Basin Project, and the other approximately four acres are currently under private control and will be acquired by the Company. There are off site improvements as well begin performed in municipal and utility rgith of ways based on various permits and or access licenses or similar agreements.

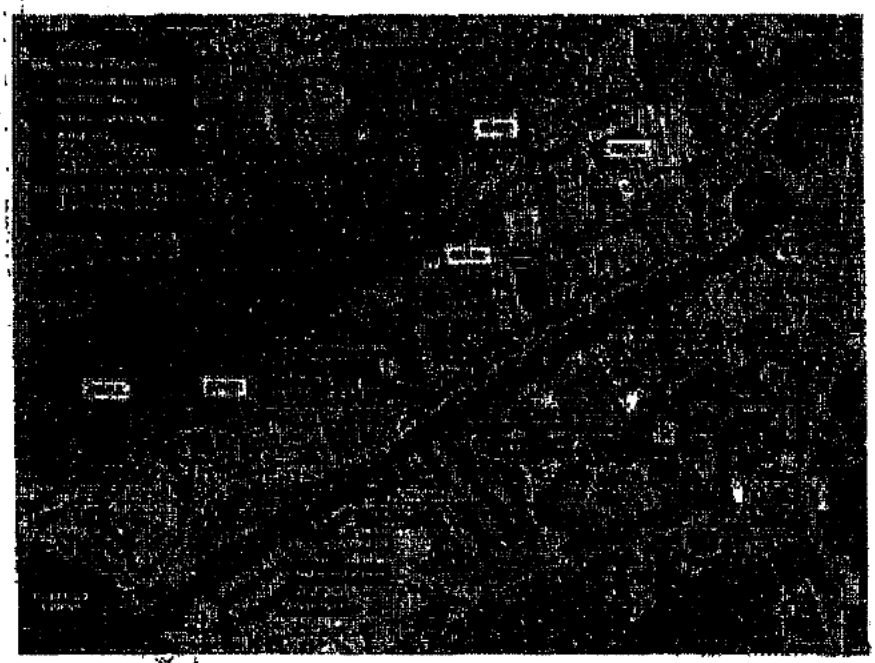
Schedule A-2

[Insert legal description of the Public Use Easement Areas]

CONFIDENTIAL EXEMPT FROM FOIL

Schedule B

The Land delineated as either Private Use Improvement Areas or Public Use Improvement Areas



Road and miscellaneous improvements constituting a part of the Public Use Improvements

Schedule C
Public Use Improvements

CONFIDENTIAL EXEMPT FROM FOIL

GARVIES POINT DEVELOPMENT
SUMMARY SCHEDULE OF PUBLIC INFRASTRUCTURE
COSTS ELIGIBLE TO BE FUNDED BY TIF PROCEEDS

Description

Demolition
Earthwork
Roads
Drainage
New buildings and grounds
Curbs and paths
Misc furniture
Landscaping - plantings
Lighting
Wetlands
Boardwalks & Piers
Bulkheads
Retaining walls
Marinas
Utilities
Miscellaneous
Fencing
Clearing and grubbing
Signs
Erosion controls
Dredge Spoils
Decay clean up
Garvies Point Road pkg*
Interior amenities
Creek improvements
Survey & stakeout
Basic Maintenance & Protection of Traffic
Mobilization
Incinerator demolition

PROPOSE

CONSENT EXHIBITS

ATTACH CONSENTS OF TAX JURISDICTIONS

CONFIDENTIAL EXEMPT FROM FOIA

EXHIBIT
CONDO OWNER NOTICE

Re: Condominium Unit No. ___ located at _____ ("Condo Unit") acquired by _____ ("Condo Owner") by deed from _____ dated on or about the date hereof intending to be recorded with this Notice in the Nassau County Clerk's Office. This notice should be included in the Declaration or recorded contemporaneously with the deed to the Condo Owner. The Condo Owner has limited several, not joint, obligations as described herein under that certain Master Tax Agreement dated August 1, 2016 and recorded in the Nassau County Clerk's Office at _____, as amended to date ("Master Tax Agreement") as secured by the Master Tax Agreement Mortgage recorded in the Nassau County Clerk's Office at _____, as amended to date ("Master Tax Agreement Mortgage").

The Condo Unit is subject to the terms of a certain Lease Agreement from RXR GLEN ISLE PARTNERS, LLC ("Company") to GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY ("Agency") recorded in the Nassau County Clerk's Office at _____, as amended to date (the "Lease to Agency") and that certain Leaseback Agreement from the Agency to the Company recorded in the Nassau County Clerk's Office at _____, as amended to date (the "Lease to Agency"). The Condo Unit is assessed at $_____ and the overall assessed value of the Improvements that include the Condo Unit is $_____, such that the Condo Owner percentage of tax obligations is ___% ("Condo Owner Percentage"). This Condo Owner Notice constitutes an acknowledgement that obligations of the Condo Owner under the Lease Agreement, Leaseback Agreement, Master Tax Agreement and Master Tax Agreement Mortgage (collectively, the "GCIDA Agreements") are limited as described herein and the Condo Owner is hereby released of all obligations under the GCIDA Agreements as an assignee of interests in the Condo Unit. Notwithstanding the foregoing, during the term of the GCIDA Agreements, for so long as the Condo Owner owns the Condo Unit, the Condo Owner shall have the following obligations under the GCIDA Documents:

1. The Condo Owner acknowledges that the leasehold interests under the Lease to Agency and Leaseback shall continue as interests in the Condo Unit by the Agency such that the Condo Unit shall remain on the exempt side of the property tax rolls; the Master Tax Agreement Mortgage shall be limited to a grant of a lien against the Condo Unit with no other obligation by the Condo Owner such that payment obligations hereunder constitute secured claims against the Condo Unit; and (c) the Master Tax Agreement shall be modified and superseded by the payment obligations under this Condo Owner Notice.

2. The Condo Owner shall pay in lieu of real estate tax payments equal to the Condo Owner Percentage multiplied by the Tax Agreement Revenues due for such Block as set forth on Payment Schedule 1.1 of the Master Tax Agreement. Each Condo Owner's liability for such Tax Payment shall be several and not joint and calculated and invoiced by the Master Tax Agreement Accountant or other designee of the Agency.

3. The Condo Owner agrees to make the payments described in Section 2 above to the Trustee or as otherwise directed by the Agency through bi-annual invoicing by the Master Tax Agreement Accountant. The Condo Owner hereby acknowledges its limited several obligation for its allocable share of the Tax Payment and hereby acknowledges that its Condo Unit is encumbered by the lien and payment priority, but not the other provisions of, the Master Tax Agreement Mortgage.

4. As contemplated by Section 1.1(E) of this Master Tax Agreement, all parties to the Master Tax Agreement (whether by assignment or succession, specifically including but not limited to the Condo Owners) are qualified to commence and prosecute a grievance (informally or through litigation or otherwise as permitted by law) of their assessment. Should the grievance process result in a lower assessment, the Master Tax Agreement Accountant shall credit amounts overpaid for prior years to the extent the assessment was utilized in the Master Tax Agreement calculations of the amounts payable hereunder by the respective party and said additional amount was actually paid. The Master Tax Agreement Accountant is hereby directed to apply 1/3rd of the credit as certified by the respective party and confirmed by the Master Tax Agreement Accountant to its reasonable satisfaction, to each of the next six bi-annual payments due hereunder by the respective party, without interest; provided however, if the Trustee determines that the credit when taken with other anticipated credits will result in payments to the Trustee in any particular year of less than the Stabilization Period Minimum Payments, then the Trustee is directed to apply the credit plus interest at six percent (6%) per annum over a greater number of bi-annual payments that permits the Trustee to reasonably conclude that payments received will be at or above the Stabilization Period Minimum Payments.

5. The Condo Owner agrees that the Master Tax Agreement Accountant shall make a Tax Adjustment as of the beginning of the Step Down Period and cause the increase, if any, in payments hereunder to be phased in equal increases over each of the remaining five (5) years of the term of this Master Tax Agreement.

6. This Notice and any related amendments of the IDA Agreements limits recourse for payments to be made to a claim against the Condo Owner and the Condo Unit contractually for the amount described herein as secured by the continuing claim and lien of the Master Tax Agreement Mortgage. This Notice and related amendments of the GCIDA Agreements does not modify in any manner any obligations that the Condo Owner might have under the condominium association to assume certain obligations with regard to the maintenance and operation of the Public Use Improvements.

GLEN
COVE
SCHOOLS

DOSORIS LANE • GLEN COVE • NEW YORK 11542 • 516-801-7001 • FAX: 516-801-7019

CERTIFICATION

I, Ida Johnson, District Clerk, hereby certify that the attached resolution and consent resolution were approved by the Glen Cove Board of Education at its meeting of August 18, 2016 by a vote of 5 to 1.

Ida Johnson
Signature

9/22/16
Date

State of New York
County of Nassau

Subscribed and sworn to before me on this 22nd day of September, 2016, by Ida Johnson, District Clerk.

Ruth D. Arnone
Signature

9-22-16
Date

RUTH D. ARNONE
Notary Public, State of New York
No. 01AR6226703
Qualified in Nassau County
Commission Expires Sept. 27, 2018

GLEN COVE CITY SCHOOL DISTRICT

Administrative Offices
Glen Cove, New York

AGENDA

Regular Meeting – Board of Education – Thursday, August 18, 2016 – 6:30pm
Robert M. Finley Middle School

I. **Opening Ceremony** – Salute to Flag and Moment of Silence

II. **Public Participation**
This section gives opportunity to residents who wish to raise a question or make a brief statement on agenda items.

III. **Business Affairs**

a. Operations

1. Garvies Point Proposed Redevelopment Resolution

BE IT RESOLVED, the Board of Education of the Glen Cove City School District hereby approves the Consent Resolution proposed by the Glen Cove Industrial Development Agenda, in the form attached hereto.

BE IT FURTHER RESOLVED, the Board of Education of the Glen Cove City School District hereby approves the Impact and Supplemental Fee Agreement proposed by RXR Glen Isle Partners, LLC, in the form attached hereto.

BE IT FURTHER RESOLVED, that the Board of Education of the Glen Cove City School District hereby authorizes the Board President to execute the necessary documents to effectuate said Resolution and Agreement, on behalf of the Board of Education.

IV. **Public Participation**
This section gives opportunity to residents who wish to raise a question or make a brief statement on matters including, but not limited to, agenda items.

V. **Executive Session (if necessary)**

VI. **Adjournment**

CONSENT RESOLUTION – SCHOOL DISTRICT
(Garvies Point Project)

A meeting of the Glen Cove City School District (the "School District") convened on August 18, 2016 at 6:30 p.m.

The following resolution was duly offered and seconded, to wit:

Resolution No. _____

RESOLUTION OF THE GLEN COVE CITY SCHOOL DISTRICT CONSENTING TO THE AMOUNT AND ALLOCATION OF CERTAIN IN LIEU OF TAX PAYMENTS FOR THE GARVIES POINT PROJECT

WHEREAS, pursuant to that certain Contract for Sale of Land for Private Development by and among the Glen Cove Industrial Development Agency ("Agency"), Glen Cove Community Development Agency ("GCCDA"), and RXR Glen Isle Partners LLC (the "Company"), dated as of May 14, 2003, as amended and assigned (the "Land Disposition Agreement"), the Agency is to take actions under the New York Urban Renewal Law and as otherwise permitted by law to effectuate the Urban Renewal Plan established by the GCCDA; and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Garvies Point Project") consisting of: (A) the acquisition of approximately 56 acres of land located on Garvies Point Road, Herb Hill Road and Dickson Street (the "Land") subject to a reservation of an easement in favor of the Agency for certain public use areas; (B) as part of a unified project to effectuate the purposes of the Urban Renewal Plan, the acquisition and construction on the Land by the Company of a planned smart growth community of certain buildings and other improvements containing: (i) certain public use improvements (the "Public Use Improvements"); (ii) private improvements on the balance of the Land (the "Private Use Areas") with approximately 486 rental residential units, 513 condominium units and 111 workforce housing units (55 for rent and 56 for sale) (collectively, "Residential Units"), and retail, restaurant, cultural and related space (collectively, the "Commercial Space", and together with the Residential Units, the "Private Use Improvements" and together with the Public Use Improvements, the "Improvements"); and (C) the acquisition and installation in and around the Improvements of certain items of machinery, personal property, fixtures and equipment (the "Equipment", and together with the Land and the Improvements, the "Facility"); and

WHEREAS, the Glen Cove Local Economic Assistance Corporation (the "Issuer") has determined to issue its Tax-Exempt and Taxable Revenue Bonds, ("Garvies Point Public Improvement Project"), Series 2016, in the approximate aggregate principal amount of $97,000,000, plus reserves, capitalized interest and other costs of issuance (the "Public Improvement Bonds") for the purpose of financing a portion of the costs of the Public Use

Improvements and related costs and expenses (the "Public Improvement Project") to be undertaken by the Company as agent of the Agency; and

WHEREAS, the Public Improvement Bonds will fund the necessary public amenities, infrastructure and other improvements to make the Garvies Point Project a reality and generate tax revenues. After interest on the Public Improvement Bonds is paid, amounts paid by the Company in lieu of taxes will be paid to the Affected Tax Jurisdictions in the amounts described in Schedule A (the "Priority Tax Payments"). After payment of interest to the bondholders, the Priority Tax Payments in the amounts indicated on Schedule A for the years 2017 through 2038 will be paid, then the bondholders will receive repayment of their principal, and thereafter any and all residual amounts as indicated in Schedule A for the years 2044 through 2056 will be paid to the Affected Tax Jurisdictions as payments in excess of the Priority Tax Payments already received. In furtherance of foregoing, the Company and the Agency have requested the consent of the School District pursuant to and in accordance with General Municipal Law Section 858(15) such that the payments in lieu of taxes can be distributed based on the Priority Tax Payments; and

WHEREAS, after considering the positive financial impact of the Garvies Point Project on the Affected Tax Jurisdictions, and the direct impacts of development of the Facility, including positive impacts on the tax base of the School District, the School District desires to consent to the above described Priority Tax Payments.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL DISTRICT AS FOLLOWS:

Section 1. The School District hereby consents to the amount and allocation of the Tax Payments, as well as the deviation from its Uniform Tax Exemption Policy, as shown in Schedule A and described above, as follows:

(i) the fixed payments with a fixed allocation to the School District and other Affected Tax Jurisdictions based on the Priority Tax Payments payable after interest on the Public Improvement Bonds, as shown in Schedule A herein, for the years 2017 through 2038, then the bondholders will receive repayment of their principal, and thereafter any and all residual amounts as indicated in Schedule A for the years 2044 through 2056 will be paid to the Affected Tax Jurisdictions as payments in excess of the Priority Tax Payments, provided, that the actual amounts of the Priority Tax Payments shown in Schedule A may vary due to final structure and pricing of the Public Improvement Bonds, as well as other variables; and

(ii) the Agency amending and segregating the agreements from time to time to provide for assignment to affiliates, assigns or successors of the Company, and to provide for several payments by Condo Owners.

Section 2. The Superintendent of the School District is hereby authorized to execute and deliver any and all agreements necessary or related to the foregoing.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

Yea	*Nay*	*Absent*	*Abstain*
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

SCHEDULE A

After payment of principal and interest on the Public Improvement Bonds as set forth in the Resolution, payments made in lieu of taxes shall be distributed as follows:

Year	School	City	County	Library

*years where no payments are reflected indicate years when it is contemplated that the apartment buildings with rental units will be on the tax rolls paying the Affected Tax Jurisdictions directly.

Schedule A: Garvies Point Redevelopment Project Tax Revenue Deviation Schedule

Year	Total PILOT Revenues	Expected Bond Debt Service & Reserves*	City Priority ATJ Distribution & Revenue Surplus	School Priority ATJ Distribution & Revenue Surplus	County Priority ATJ Distribution & Revenue Surplus	Library Priority ATJ Distribution & Revenue Surplus
Total	$615,843,147	$282,572,321	$131,194,160	$174,848,844	$21,303,133	$4,924,688
2017	842,417	487,087	-	250,000	100,000	5,330
2018	1,967,356	1,561,264	-	300,000	100,000	6,091
2019	3,792,334	2,728,924	470,170	571,962	5,387	15,951
2020	4,986,538	3,177,757	837,143	1,070,560	21,980	13,139
2021	6,658,056	4,436,663	983,415	1,197,054	26,029	16,869
2022	12,174,894	9,797,894	896,765	1,228,927	34,301	17,825
2023	12,415,895	8,783,790	1,058,110	1,540,491	43,734	19,741
2024	12,691,699	9,640,744	1,158,830	1,794,468	50,000	22,657
2025	12,912,481	9,835,359	1,170,306	1,833,658	50,000	23,078
2026	13,168,097	10,004,421	1,185,912	1,828,231	50,000	23,502
2027	13,438,794	10,238,917	1,203,681	1,913,196	50,000	22,931
2028	13,694,664	10,446,238	1,230,924	1,948,559	50,000	24,363
2029	13,955,839	10,659,173	1,247,835	1,964,331	50,000	24,809
2030	14,242,363	10,876,920	1,264,656	2,025,917	50,000	25,241
2031	14,524,262	11,089,569	1,281,978	2,087,128	50,000	25,586
2032	14,811,944	11,327,221	1,299,418	2,109,170	50,000	26,135
2033	15,105,220	11,559,970	1,317,037	2,151,554	50,000	26,589
2034	15,404,304	11,787,992	1,334,747	2,194,587	50,000	27,046
2035	15,709,308	12,036,149	1,352,842	2,242,878	50,000	27,549
2036	16,020,353	12,284,804	1,370,695	2,285,839	50,000	28,017
2037	16,337,568	12,544,021	1,388,909	2,326,175	50,000	28,462
2038	17,916,722	13,159,508	1,407,257	2,370,998	50,000	28,828
2039	16,759,528	16,759,528	-	-	-	-
2040	16,844,989	15,844,989	-	-	-	-
2041	17,175,866	17,175,866	-	-	-	-
2042	17,516,514	17,516,514	-	-	-	-
2043	17,860,738	17,860,738	-	-	-	-
2044	16,212,772	(2,700,702)	6,355,330	10,865,572	1,566,511	313,702
2045	16,571,758	-	7,428,701	6,471,594	1,382,681	276,575
2046	16,937,813	-	7,575,125	6,656,284	1,439,336	284,067
2047	19,311,697	-	7,724,439	9,248,659	1,448,232	289,956
2048	19,691,744	-	7,878,897	10,042,789	1,478,881	295,376
2049	20,079,899	-	8,031,986	10,240,748	1,506,992	301,196
2050	20,475,713	-	8,190,285	10,442,814	1,536,575	307,196
2051	20,879,335	-	8,351,734	10,648,481	1,565,950	313,190
2052	21,290,919	-	8,516,368	10,856,969	1,596,619	319,364
2053	21,710,525	-	8,684,262	11,072,419	1,628,297	325,859
2054	22,138,511	-	8,855,444	11,290,892	1,660,396	332,079
2055	22,575,040	-	9,030,015	11,513,270	1,693,128	338,626
2056	23,020,089	-	9,208,032	11,740,241	1,726,506	345,391

*Last year of Expected Bond Debt Service is negative due to release of debt service reserve fund with the final expected payment. Extra funds are released via the ATJ Distributions

Subject to change in accordance with Notice of Contemplated Deviation.

1

CONSENT RESOLUTION – GLEN COVE PUBLIC LIBRARY
(Garvies Point Project)

A meeting of the Glen Cove Public Library (the "Library") convened on July __, 2016 at __:00 p.m.

The following resolution was duly offered and seconded, to wit:

Resolution No. _____

RESOLUTION OF THE GLEN COVE PUBLIC LIBRARY CONSENTING TO THE AMOUNT AND ALLOCATION OF CERTAIN IN LIEU OF TAX PAYMENTS FOR THE GARVIES POINT PROJECT

WHEREAS, pursuant to that certain Contract for Sale of Land for Private Development by and among the Glen Cove Industrial Development Agency ("Agency"), Glen Cove Community Development Agency ("GCCDA"), and RXR Glen Isle Partners LLC (the "Company"), dated as of May 14, 2003, as amended and assigned (the "Land Disposition Agreement"), the Agency is to take actions under the New York Urban Renewal Law and as otherwise permitted by law to effectuate the Urban Renewal Plan established by the GCCDA; and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Garvies Point Project") consisting of: (A) the acquisition of approximately 56 acres of land located on Garvies Point Road, Herb Hill Road and Dickson Street (the "Land") subject to a reservation of an easement in favor of the Agency for certain public use areas; (B) as part of a unified project to effectuate the purposes of the Urban Renewal Plan, the acquisition and construction on the Land by the Company of a planned smart growth community of certain buildings and other improvements containing: (i) certain public use improvements (the "Public Use Improvements"); (ii) private improvements on the balance of the Land (the "Private Use Areas") with approximately 486 rental residential units, 513 condominium units and 111 workforce housing units (55 for rent and 56 for sale) (collectively, "Residential Units"), and retail, restaurant, cultural and related space (collectively, the "Commercial Space", and together with the Residential Units, the "Private Use Improvements" and together with the Public Use Improvements, the "Improvements"); and (C) the acquisition and installation in and around the Improvements of certain items of machinery, personal property, fixtures and equipment (the "Equipment", and together with the Land and the Improvements, the "Facility"); and

WHEREAS, the Glen Cove Local Economic Assistance Corporation (the "Issuer") has determined to issue its Tax-Exempt and Taxable Revenue Bonds, ("Garvies Point Public Improvement Project"), Series 2016, in the approximate aggregate principal amount of $97,000,000, plus reserves, capitalized interest and other costs of issuance (the "Public Improvement Bonds") for the purpose of financing a portion of the costs of the Public Use

Improvements and related costs and expenses (the "Public Improvement Project") to be undertaken by the Company as agent of the Agency; and

WHEREAS, the Public Improvement Bonds will fund the necessary public amenities, infrastructure and other improvements to make the Garvies Point Project a reality and generate tax revenues. After interest on the Public Improvement Bonds is paid, amounts paid by the Company in lieu of taxes will be paid to the Affected Tax Jurisdictions in the amounts described in Schedule A (the "Priority Tax Payments"). After payment of interest to the bondholders, the Priority Tax Payments in the amounts indicated on Schedule A for the years 2017 through 2038 will be paid, then the bondholders will receive repayment of their principal, and thereafter any and all residual amounts as indicated in Schedule A for the years 2044 through 2056 will be paid to the Affected Tax Jurisdictions as payments in excess of the Priority Tax Payments already received. In furtherance of foregoing, the Company and the Agency have requested the consent of the Library pursuant to and in accordance with General Municipal Law Section 858(15) such that the payments in lieu of taxes can be distributed based on the Priority Tax Payments; and

WHEREAS, after considering the positive financial impact of the Garvies Point Project on the Affected Tax Jurisdictions, and the direct impacts of development of the Facility, including positive impacts on the tax base of the Library, the Library desires to consent to the above described Priority Tax Payments.

NOW, THEREFORE, BE IT RESOLVED BY THE LIBRARY AS FOLLOWS:

Section 1. The Library hereby consents to the amount and allocation of the Tax Payments, as well as the deviation from its Uniform Tax Exemption Policy, as shown in Schedule A and described above, as follows:

(i) the fixed payments with a fixed allocation to the Library and other Affected Tax Jurisdictions based on the Priority Tax Payments payable after interest on the Public Improvement Bonds, as shown in Schedule A herein, for the years 2017 through 2038, then the bondholders will receive repayment of their principal, and thereafter any and all residual amounts as indicated in Schedule A for the years 2044 through 2056 will be paid to the Affected Tax Jurisdictions as payments in excess of the Priority Tax Payments, provided, that the actual amounts of the Priority Tax Payments shown in Schedule A may vary due to final structure and pricing of the Public Improvement Bonds, as well as other variables; and

(ii) the Agency amending and segregating the agreements from time to time to provide for assignment to affiliates, assigns or successors of the Company, and to provide for several payments by Condo Owners.

Section 2. The Board President of the Library is hereby authorized to execute and deliver any and all agreements necessary or related to the foregoing.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

	Yea	*Nay*	*Absent*	*Abstain*
Michael Maher	[✓]	[ ]	[ ]	[ ]
Ellen Savino	[✓]	[ ]	[✓]	[ ]
Susan Jakubiak	[✓]	[ ]	[ ]	[ ]
Antonia Petrash	[✓]	[ ]	[ ]	[ ]
Richard Leff				

The Resolution was thereupon duly adopted.

SCHEDULE A

After payment of principal and interest on the Public Improvement Bonds as set forth in the Resolution, payments made in lieu of taxes shall be distributed as follows:

Year	School	City	County	Library

*years where no payments are reflected indicate years when it is contemplated that the apartment buildings with rental units will be on the tax rolls paying the Affected Tax Jurisdictions directly.

Schedule A: Garvies Point Redevelopment Project Tax Revenue Deviation Schedule

Year	Total PILOT Revenues	Expected Bond Debt Service & Reserves*	City Priority ATJ Distribution & Revenue Surplus	School Priority ATJ Distribution & Revenue Surplus	County Priority ATJ Distribution & Revenue Surplus	Library Priority ATJ Distribution & Revenue Surplus
Total	$614,843,147	$292,972,321	$131,194,169	$174,848,844	$21,303,133	$4,524,688
2017	842,417	487,687	-	250,000	100,000	5,330
2018	1,967,356	1,561,254	-	300,000	100,000	6,081
2019	3,792,334	2,726,924	470,170	571,002	5,367	15,951
2020	4,929,578	3,177,757	637,143	1,079,660	21,980	13,139
2021	6,654,656	4,486,863	983,415	1,197,084	28,024	18,669
2022	12,174,804	8,797,694	998,753	1,328,327	34,301	17,829
2023	12,416,865	9,763,790	1,058,110	1,510,491	43,734	19,741
2024	12,661,699	9,840,744	1,183,830	1,794,465	50,000	22,657
2025	12,912,401	9,835,358	1,170,305	1,833,658	50,000	23,078
2026	13,168,087	10,034,421	1,186,812	1,875,231	50,000	23,502
2027	13,428,794	10,236,017	1,203,651	1,913,196	50,000	23,931
2028	13,694,664	10,440,236	1,220,824	1,943,559	50,000	24,363
2029	13,965,839	10,652,173	1,247,636	1,984,331	50,000	24,800
2030	14,242,363	10,876,920	1,284,685	2,025,517	50,000	25,241
2031	14,524,382	11,099,669	1,281,678	2,067,126	50,000	25,698
2032	14,811,944	11,327,221	1,299,918	2,109,175	50,000	26,135
2033	15,105,220	11,559,970	1,317,007	2,151,854	50,000	26,589
2034	15,404,004	11,797,922	1,334,747	2,194,587	50,000	27,048
2035	15,708,309	12,036,140	1,352,842	2,242,978	50,000	27,549
2036	16,020,353	12,284,804	1,370,695	2,286,836	50,000	28,017
2037	16,337,556	12,544,021	1,388,909	2,326,175	50,000	28,452
2038	17,016,722	13,159,598	1,407,287	2,370,996	50,000	28,929
2039	16,789,528	16,789,528	-	-	-	-
2040	16,844,999	16,844,999	-	-	-	-
2041	17,175,966	17,175,966	-	-	-	-
2042	17,515,514	17,515,514	-	-	-	-
2043	17,860,738	17,860,738	-	-	-	-
2044	18,212,772	(2,700,700)	8,955,390	10,665,872	1,568,511	313,702
2045	16,571,763	-	7,428,701	9,471,594	1,392,881	278,576
2046	16,937,819	-	7,575,125	9,666,294	1,420,336	284,067
2047	16,311,097	-	7,724,439	9,646,659	1,446,332	289,666
2048	16,681,744	-	7,876,697	10,042,739	1,476,891	295,376
2049	20,079,699	-	8,031,980	10,240,748	1,505,992	301,199
2050	20,476,713	-	8,190,285	10,442,614	1,535,578	307,186
2051	20,878,335	-	8,351,734	10,646,461	1,565,960	313,190
2052	21,290,919	-	8,516,366	10,856,359	1,596,819	319,364
2053	21,710,625	-	8,684,280	11,072,419	1,628,287	325,659
2054	22,136,611	-	8,856,444	11,290,592	1,660,295	332,079
2055	22,576,040	-	9,030,016	11,513,270	1,693,128	338,628
2056	23,020,060	-	9,208,002	11,740,241	1,726,500	345,301

*Last year of Expected Bond Debt Service is negative due to release of debt service reserve fund with the final expected payment. Extra funds are released via the ATJ Distributions

Subject to change in accordance with Notice of Contemplated Deviation.

1

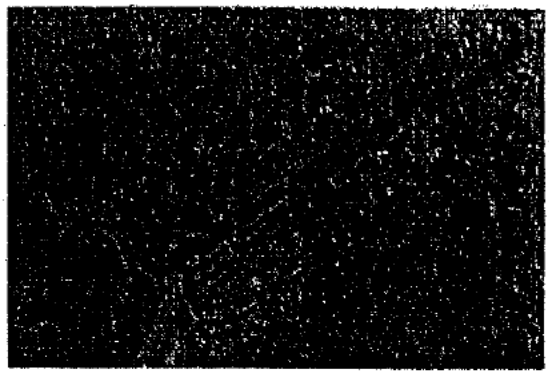
Schedule B: Garvies Point Redevelopment Project Fiscal Impact

Year	City of Glen Cove	School District	County	Library	Aggregate
Total	$226,277,318	$292,506,126	$96,173,626	$8,320,084	$622,277,358
2017	1,670,914	250,000	100,000	5,330	2,026,244
2018	2,381,957	300,000	100,000	6,091	2,788,068
2019	535,696	571,902	120,745	16,951	1,244,296
2020	917,661	1,079,560	492,540	13,139	2,503,199
2021	1,324,201	1,197,084	828,115	16,889	3,166,158
2022	1,413,984	1,328,327	768,813	17,829	3,528,953
2023	1,590,079	1,510,491	980,236	19,741	4,100,547
2024	1,677,306	1,794,468	1,323,643	22,657	5,018,076
2025	1,806,264	1,833,658	1,349,116	23,078	5,114,106
2026	1,839,610	1,873,231	1,375,098	23,502	5,211,450
2027	1,871,412	1,813,196	1,401,800	23,931	5,310,339
2028	2,013,540	1,943,559	1,428,832	24,363	5,410,194
2029	2,046,313	1,884,331	1,458,205	24,800	5,511,649
2030	2,079,439	2,025,817	1,484,329	25,241	5,614,826
2031	2,113,028	2,067,128	1,513,018	25,686	5,718,858
2032	2,147,088	2,109,270	1,542,276	26,135	5,824,569
2033	2,181,630	2,151,654	1,572,121	26,589	5,931,994
2034	2,216,663	2,194,587	1,602,564	27,048	6,040,862
2035	2,252,198	2,242,978	1,633,615	27,549	6,156,336
2036	2,288,240	2,286,838	1,665,287	28,017	6,268,382
2037	2,324,805	2,328,176	1,697,583	28,452	6,377,026
2038	2,361,901	2,370,998	1,730,545	26,929	6,492,373
2039	2,967,667	4,262,961	2,195,457	137,515	9,563,580
2040	3,699,105	5,785,081	2,401,593	186,816	12,072,394
2041	3,786,315	5,686,304	2,447,991	189,881	12,290,491
2042	3,894,760	5,989,297	2,495,287	193,203	12,512,539
2043	3,904,434	6,094,093	2,543,500	196,584	12,738,611
2044	12,340,778	16,866,595	4,161,159	613,725	33,982,258
2045	11,476,339	15,780,813	4,036,631	482,099	31,774,882
2046	11,896,330	16,077,897	4,114,167	491,151	32,379,636
2047	11,920,552	16,880,598	4,194,218	500,374	32,995,741
2048	12,149,087	16,889,019	4,275,837	509,771	33,823,714
2049	12,382,018	17,003,271	4,359,050	519,344	34,263,683
2050	12,619,428	17,323,482	4,443,886	529,099	34,915,874
2051	12,861,405	17,648,708	4,530,378	539,037	35,580,526
2052	13,108,036	17,982,117	4,618,567	548,162	36,257,872
2053	13,359,419	18,320,814	4,708,457	559,479	36,948,162
2054	13,615,626	18,665,815	4,800,111	569,990	37,651,542
2055	13,876,769	19,017,542	4,893,553	580,698	38,368,563
2056	14,142,936	19,375,819	4,988,820	591,610	39,099,185

Subject to change in accordance with Notice of Contemplated Deviation.
Fiscal Impact Numbers include, where applicable, Priority ATJ Distributions, Cash Flow Post Debt Service, Misc. Revenues, and Rental Building Taxes.

Schedule C: Garvies Point Redevelopment Project Fiscal Impact: Library

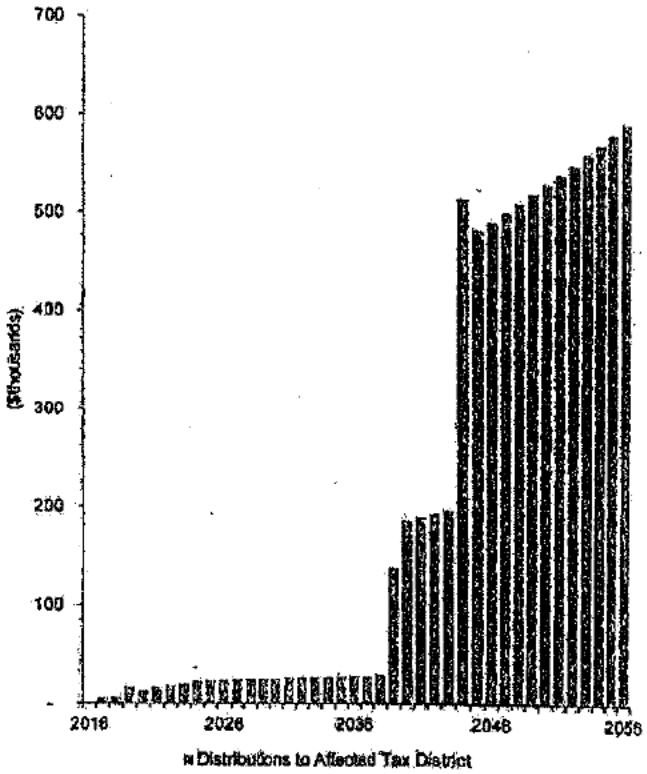
No Development



=

$0

Development



Total Distributions: $8,320,084

Subject to change in accordance with Notice of Contemplated Deviation.

CONDO OWNER NOTICE EXHIBIT

Re: Condominium Unit No. ___ located at _____ ("Condo Unit") acquired by _____ ("Condo Owner") by deed from _____ dated on or about the date hereof intending to be recorded with this Notice in the Nassau County Clerk's Office. This notice should be included in the Declaration or recorded contemporaneously with the deed to the Condo Owner. The Condo Owner has limited several, not joint, obligations as described herein under that certain Master Tax Agreement dated November 1, 2016 and recorded in the Nassau County Clerk's Office at _____, as amended to date ("Master Tax Agreement") as secured by the Master Tax Agreement Mortgage recorded in the Nassau County Clerk's Office at _____, as amended to date ("Master Tax Agreement Mortgage").

The Condo Unit is subject to the terms of a certain Lease Agreement from RXR GLEN ISLE PARTNERS LLC ("Company") to GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY ("Agency") recorded in the Nassau County Clerk's Office at _____, as amended to date (the "Lease to Agency") and that certain Leaseback Agreement from the Agency to the Company recorded in the Nassau County Clerk's Office at _____, as amended to date (the "Lease to Agency"). The Condo Unit is assessed at $_____ and the overall assessed value of the improvements that include the Condo Unit is $_____, such that the Condo Owner percentage of tax obligations is ____% ("Condo Owner Percentage"). This Condo Owner Notice constitutes an acknowledgement that obligations of the Condo Owner under the Lease Agreement, Leaseback Agreement, Master Tax Agreement and Master Tax Agreement Mortgage (collectively, the "GCIDA Agreements") are limited as described herein and the Condo Owner is hereby released of all obligations under the GCIDA Agreements as an assignee of interests in the Condo Unit. Notwithstanding the foregoing, during the term of the GCIDA Agreements, for so long as the Condo Owner owns the Condo Unit, the Condo Owner shall have the following obligations under the GCIDA Documents:

1. The Condo Owner acknowledges that the leasehold interests under the Lease to Agency and Leaseback shall continue as interests in the Condo Unit by the Agency such that the Condo Unit shall remain on the exempt side of the property tax rolls; the Master Tax Agreement Mortgage shall be limited to a grant of a lien against the Condo Unit with no other obligation by the Condo Owner such that payment obligations hereunder constitute secured claims against the Condo Unit in rem without personal obligation; and the Master Tax Agreement shall be modified and superseded by the payment obligations under this Condo Owner Notice.

2. The Condo Owner shall pay amounts equal to the Condo Owner Percentage multiplied by the Tax Agreement Revenues (as defined in the Master Tax Agreement) and Special Charges (which are not exempted by the Agency), if any, as defined in and in accordance with Section 2.1 of the Master Tax Agreement. Each Condo Owner's liability for such payments shall be several and not joint, in rem not in

personam and calculated and invoiced by the Master Tax Agreement Administrator or other designee of the Agency.

3. Other than with respect to the Special Charge, the Condo Owner agrees to make the payments described in Section 2 above to the Trustee solely by electronic funds transfer, which may include wire transfer or ACH and other such electronic payment methods by which the Trustee is able to accept payments, or as otherwise directed by the Agency with the written consent of the Trustee, through bi-annual or quarterly invoicing by the Master Tax Agreement Administrator. The Condo Owner hereby acknowledges its limited several obligation for its allocable share of the payment of the Tax Agreement Revenues and hereby acknowledges that its Condo Unit is encumbered by the lien and payment priority, but not the other provisions, of the Master Tax Agreement Mortgage.

4. As contemplated by Section 1.1(E) of this Master Tax Agreement, all parties to the Master Tax Agreement (whether by assignment or succession, specifically including but not limited to the Condo Owners) are qualified to commence and prosecute a grievance (informally or through litigation or otherwise as permitted by law) of their assessment. Should the grievance process result in a lower assessment, the Master Tax Agreement Administrator shall credit amounts overpaid for prior years to the extent the assessment was utilized in the Master Tax Agreement calculations of the amounts payable hereunder by the respective party and said additional amount was actually paid. The Master Tax Agreement Administrator is hereby directed to apply 1/3rd of the credit as certified by the respective party and confirmed by the Master Tax Agreement Administrator to its reasonable satisfaction, to each of the next six bi-annual payments due hereunder by the respective party, without interest; provided however, if the Trustee determines that the credit when taken with other anticipated credits will result in payments to the Trustee in any particular year of less than the Stabilization Period Minimum Payments, then the Trustee is directed to apply the credit plus interest at six percent (6%) per annum over a greater number of bi-annual payments that permits the Trustee to reasonably conclude that payments received will be at or above the Stabilization Period Minimum Payments.

5. The Condo Owner agrees that the Master Tax Agreement Administrator shall make a Tax Adjustment as of the beginning of the Step Down Period and cause the increase, if any, in payments hereunder to be phased in equal increases over each of the remaining five (5) years of the term of this Master Tax Agreement.

6. This Notice and any related amendments of the IDA Agreements limits recourse for payments to be made to a claim against the Condo Owner and the Condo Unit contractually for the amount described herein as secured by the continuing claim and lien of the Master Tax Agreement Mortgage. This Notice and related amendments of the GCIDA Agreements does not modify in any manner any obligations that the Condo Owner might have under the condominium association to assume certain obligations with regard to the maintenance and operation of the Public Use Improvements.

SCHEDULE R

DECLARATION STATEMENT

DECLARATION STATEMENT – AMENDED RECORD OF DECISION

Captain's Cove Condominium
Operable Unit 1
City of Glen Cove, Nassau County
Site No. 130032
May 2016

Statement of Purpose and Basis

The Amended Record of Decision (AROD) presents the selected remedy for the Captain's Cove Condominium Operable Unit 1 site, a Class 2 inactive hazardous waste disposal site. The selected remedial program was chosen in accordance with the New York State Environmental Conservation Law and Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York (6 NYCRR) Part 375, and is not inconsistent with the National Oil and Hazardous Substances Pollution Contingency Plan of March 8, 1990 (40CFR300), as amended.

This decision is based on the Administrative Record of the New York State Department of Environmental Conservation (the Department) for the site and the public's input on the Proposed Amendment to the ROD presented by the Department. A listing of the documents included as a part of the Administrative Record is included in Appendix B of the AROD.

Description of Selected Remedy

The elements of the amended remedy are as follows:

1. Remedial Design: A remedial design program will be implemented to provide the details necessary for the construction, operation, optimization, maintenance, and monitoring of the remedial program. Green remediation principles and techniques will be implemented to the extent feasible in the design, implementation, and site management of the remedy as per DER-31. The major green remediation components are as follow:

    - Considering the environmental impacts of treatment technologies and remedy stewardship over the long term;
    - Reducing direct and indirect greenhouse gases and other emissions;
    - Increasing energy efficiency and minimizing use of non-renewable energy;
    - Conserving and efficiently managing resources and materials;
    - Reducing waste, increasing recycling and increasing reuse of materials which would otherwise be considered a waste;
    - Maximizing habitat value and creating habitat when possible;

- Fostering green and healthy communities and working landscapes which balance ecological, economic and social goals; and
- Integrating the remedy with the end use where possible and encouraging green and sustainable re-development.

2. Excavation: Excavation and off-site disposal of soil delineated by the PCI or during development which concentrations of the following contaminants, above these site specific removal criteria:
   - Arsenic above 175 parts per million (ppm);
   - Lead above 660 ppm;
   - Radium-226 above 5pCi/g (not including the natural background radiation of nuclide of approximately 1pCi/g)
   - Thorium-232 above 5pCi/g (not including the natural background radiation of nuclide of approximately 1pCi/g)

   In addition to soil exceeding the above criteria, soil or waste meeting the following definitions will also be excavated and disposed when identified during development:
   - Grossly contaminated soil, as defined by 6NYCCR Part 375-1.2(u); and
   - Non-aqueous phase liquid, as defined by 6NYCCR Part 375-1.2(ac).

   Soil from the site which does not exceed the site-specific excavation criteria may be used to backfill the excavation below the cover system described in remedy element 2, to the extent that sufficient volume of on-site is available. As needed, clean fill meeting the requirements of 6 NYCRR Part 375-6.7(d) will be brought in to complete the backfilling of the excavation and establish the designed grades and the site will be graded to accommodate installation of a cover system as described in remedy element 3.

3. Cover System: A site cover will be required to allow for restricted residential use of the site. The cover will consist either of the structures such as buildings, pavement, sidewalks comprising the site development or a soil cover in areas where the upper two feet of exposed surface soil will exceed the restricted residential SCOs. Where the soil cover is required, it will be a minimum of two feet of soil placed over a demarcation layer, with the upper six inches of soil of sufficient quality to maintain a vegetative layer. Soil cover material, including any fill material brought to the site, will meet the SCOs for cover material as set forth in 6 NYCRR Part 375-6.7(d).

4. Institutional Control: Establish an institutional control in the form of an environmental easement for the controlled property which will: (a) require the remedial party or site owner to complete and submit to the Department a periodic certification of institutional and engineering controls in accordance with Part 375-1.8 (h)(3); (b) allow the use and development of the controlled property for restricted residential as defined by Part 375-1.8(g), although land use is subject to local zoning laws; (c) restrict the use of groundwater as a source of potable or process water, without necessary water quality

treatment as determined by the NYSDOH or County DOH ; and (d) require compliance with the Department approved Site Management Plan.

5. Site Management: Require a Site Management Plan, which includes the following:
   - an Institutional and Engineering Control Plan that identifies all use restrictions and engineering controls for the site and details the steps and media-specific requirements necessary to ensure the following institutional and/or engineering controls remain in place and effective:
     - Institutional Controls: The environmental easement discussed in element 4 above.
     - Engineering Controls: The soil cover listed above in element 3.

   - Any remaining contamination and the depth of contamination that will be managed under the SMP Plan will be delineated on a Site Plan/Survey

   - This plan includes, but may not be limited to:

     a. An excavation plan which details the provisions for management for future excavations of remaining contamination. Details shall include, but are not limited to:
        a. All soil disturbed during redevelopment or site management will need to be handled in accordance to the approved excavation plan.
        b. all soil excavated during development that exceeds the removal criteria defined in element 1 above must be disposed of offsite at an appropriate facility.
        c. All excavated material that will be used onsite must be sampled in accordance with DER 10 for Backfill.

     b. A provision, should redevelopment occur, to ensure no soil exceeding protection of groundwater concentrations as defined in Part 375.6.8 (b) will remain below storm water retention basin or infiltration structures

     c. A provision for evaluation of the potential for soil vapor intrusion in future buildings developed onsite, including provision for implementing actions recommended to address exposures related to soil vapor intrusion.

     d. A provision for the management and inspection of the identified engineering controls;

     e. Maintaining site access controls and Department notification;

     f. The steps necessary for the periodic reviews and certification of the institutional and/or engineering controls.

     g. Descriptions of the provisions of the environmental easement including any land use and/or groundwater use restrictions.

h. A monitoring Plan to assess the performance and effectives of the remedy. The plan includes, but may not be limited to:
   i. Monitoring of groundwater to assess the performance and effectiveness of the remedy;
   ii. A schedule of monitoring and frequency of submittals to the Department;
   iii. Monitoring for vapor intrusion for any occupied existing or future buildings developed on the site, as may be required by the Institutional and Engineering Control Plan discussed above.

New York State Department of Health Acceptance

The NYSDOH concurs that the amendment to the remedy for this site is protective of human health.

Declaration

The selected remedy is protective of public health and the environment, complies with State and Federal requirements that are legally applicable or relevant and appropriate to the remedial action to the extent practicable, and is cost effective. This remedy utilizes permanent solutions and alternative treatment or resource recovery technologies, to the maximum extent practicable, and satisfies the preference for remedies that reduce toxicity, mobility, or volume as a principal element.

May 19, 2016
Date

Robert W. Schick, P.E., Director
Division of Environmental Remediation

SCHEDULE S

GARVIES POINT CONTINUING COVENANTS AGREEMENT

GARVIES POINT CONTINUING COVENANTS AGREEMENT

Dated as of November 22, 2016

by and between

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

and

RXR GLEN ISLE PARTNERS LLC

1. **Payment for Maintenance of Public Use** 2
2. **Completion of Public Use Improvements/Certificates of Occupancy** 4
3. **Ferry** 4
4. **Ferry Terminal Site** 5
5. **Ferry Terminal Site Right of First Refusal** 6
6. **Garvies Point Road Project** 6
7. **Other Roadway Maintenance** 7
8. **Environmental Compliance** 7
9. **Environmental Monitor** 7
10. **Li Tungsten Lower C** 8
11. **Conveyance of Tax Lot 142** 8
12. **Dredge Spoils** 9
13. **Doxey** 9
14. **Sewer Pump Station** 9
15. **Environmental Covenants** 10
16. **Gateway Properties** 10
17. **Asphalt Plant** 12
18. **Eligible Transferee** 12
19. **Project Conformance with Approvals** 13
20. **Applications for PUD Site Plan and/or PUD Subdivision Approval** 13
21. **Construction of Improvements** 14
22. **LEED** 14
23. **Local Participation Plan** 15
24. **Workforce Housing** 16
25. **Nondiscrimination** 16

26. **Covenants of Good Faith and Fair Dealing, and Commercially Reasonable Efforts** 16

27. **Default** 17

28. **Notices** 17

29. **Agreement to Burden and Run with the Land** 19

30. **Miscellaneous** 19

THIS GARVIES POINT CONTINUING COVENANTS AGREEMENT, dated as of November 22, 2016 (this "Agreement"), by and between the **GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation existing under the laws of the State of New York having its principal office at City Hall, 9 Glen Street, Glen Cove, New York 11542 (the "Agency") and **RXR GLEN ISLE PARTNERS LLC**, a limited liability company organized under the laws of the State of Delaware and authorized to transact business in the State of New York, with an office at 625 RXR Plaza, Uniondale, New York 11556 (the "Company" and, collectively with the Agency, the "Parties").

WHEREAS, pursuant to that certain Contract for Sale of Land for Private Development by and among the Agency, Glen Cove Community Development Agency ("GCCDA"), and Glen Isle Development Company, LLC (as assigned to the Company), dated as of May 14, 2003, as amended (the "Land Disposition Agreement"), the Agency is to take actions under the New York Urban Renewal Law and as otherwise permitted by law to effectuate the Urban Renewal Plan established by the GCCDA, and on or about the date hereof, the Agency transferred to the Company by bargain and sale deed (the "Deed") approximately 44 acres of land located on Garvies Point Road, Herb Hill Road and Dickson Street in the City of Glen Cove, New York (the "City") as more accurately described in **Schedule A** attached hereto (the "Land") (the Land shall also include any additional lands acquired by the Company for the Project defined below); and

WHEREAS, the Company is the redeveloper of the mixed-use waterfront project known as Garvies Point (the "Project"), encompassing approximately 56 acres on the north side of Glen Cove Creek in the City of Glen Cove (the "City"); and

WHEREAS, public investment in the Project was always contemplated, especially as the Project neared construction, and is customary in this type of transformative, public-private partnership, which will result in substantial economic and employment benefits to the City and region; and

WHEREAS, pursuant to a certain Public Use Improvements Construction and Funding Agreement, dated on or about the date hereof, between the Agency, Glen Cove Local Economic Assistance Corporation, and the Company (the "Construction and Funding Agreement"), the Company, as agent for the Agency, is constructing, among other things, parks and playgrounds, an esplanade, underground utilities, wetlands, marine bulkheads, marinas, boardwalks and other walkways, an amphitheater, an ecology pier, landscaping, lighting, roadways and other public improvements, infrastructure and amenities (the "Public Use Improvements") on certain public use easement areas reserved by the Agency in the Deed, as well as contiguous properties (the "Public Use Easement Areas"); and

WHEREAS, the Public Use Improvements shall be constructed in the areas covered by the Garvies Point Perpetual and Exclusive Public Use Easement (the "Easement") in favor of the Agency, its successors and assigns, including the right to assign or dedicate said easement to the City, for public use of the Public Use Easement Areas; and

WHEREAS, the Land Disposition Agreement is being terminated as of even date herewith, and certain of the provisions thereof, as may be amended herein, as well as certain new provisions, are intended to survive such termination; and

WHEREAS, in this Agreement, the Parties desire to set forth certain terms and conditions with respect to the construction and operation of the Project; and

WHEREAS, this Agreement is intended to burden and run with the Land.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Payment for Maintenance of Public Use Easement Areas and Public Use Improvements**

(a) The Company, and its successors and assigns determined in accordance with Section 18 hereof (each an "Obligated Party") shall be responsible in perpetuity to pay for the Agency's direct and indirect fees, costs and expenses of any nature relating to the maintenance, repair, replacement, operation and management of the Public Use Easement Areas and the Public Use Improvements required under the Easement in accordance with the provisions set forth herein (whether performed by the Agency, the City or any of its departments or agencies, or a third-party maintenance company).

(b) The Agency shall prepare annually a budget for the maintenance and repair of the Public Use Easement Areas and the Public Use Improvements for the upcoming calendar year (the "Budget"). The Budget shall include, but not be limited to, a capital improvement and replacement budget, costs for the management of the Public Use Easement Areas and Public Use Improvements required under the Easement, and the Agency's insurance costs required under the Easement (including premiums and deductibles, casualty loss, and coverage for any non-insurable items). The Agency shall submit the Budget to the Obligated Party, for review and consultation in an advisory capacity, on or before November 1st of each year. The Obligated Party shall have the right, but not the obligation, to provide the Agency with input on the Budget in a timely manner. The Agency shall reasonably consider the Obligated Party's input and finalize the Budget, in writing, on or before December 31st of each year. Notwithstanding anything to the contrary in this Agreement, the Agency shall have the right, in its sole discretion, to determine the Budget following reasonable consultation, in an advisory capacity, with the Obligated Party, and/or other parties as the Agency deems appropriate.

(c) The Obligated Party shall advance to the Agency one-quarter of the approved Budget on or before January 10th of each year, and shall advance to the Agency the remaining installments on April 1st, July 1st and October 1st of each year (collectively, the "Maintenance Advances"). The Agency shall use the Maintenance Advances advanced to it solely to maintain, repair and manage the Public Use Easement Areas and the Public Use Improvements in accordance with the Budget.

(d) The Agency shall establish and maintain accurate records and accounts which sufficiently and properly reflect all direct and indirect costs and expenses of any nature relating to the maintenance, repair, replacement, operation and management of the Public Use Easement Areas and Public Use Improvements. Such records and accounts shall conform to generally accepted accounting principles.

(e) The Obligated Party shall pay to the Agency the actual amount of any expenditures the Agency makes which exceed the Budget on or before March 1st of each next subsequent year. The Agency shall return to the Obligated Party on or before March 1st of each year any unused portion of the Maintenance Advances from the previous year, or credit said unused portion against the Maintenance Advances for the current year if authorized in writing by the Obligated Party.

(f) In the event there is a dispute or delay between the Parties regarding any budgetary or other matter, the Parties shall cooperate in good faith to resolve such dispute within a reasonable time. Notwithstanding the preceding sentence, in the event there is any dispute between the Parties concerning the Budget, during said period until such dispute is resolved, the Obligated Party shall advance to the Agency all funds requested by the Agency for the maintenance, repair, replacement, operation and management of the Public Use Easement Areas and the Public Use Improvements for the next quarterly period, which amounts advanced shall be credited against the Maintenance Advances determined to be owed following resolution of the dispute.

(g) The Agency, in its sole and absolute discretion, shall have the right to assign its rights and obligations hereunder regarding the maintenance and repair of the Public Use Easement Areas and the Public Use Improvements to the City, the City Parks Department, or another City department or agency, or another municipal or quasi-municipal entity upon written notice to the Obligated Party.

(h) Notwithstanding anything to the contrary in Section 27 below, in the event the Obligated Party shall fail to deliver the Maintenance Advances to the Agency as required under this Section 1, or fail to perform any other material obligation under this Section 1, and such failure shall continue unremedied for a period of ten (10) business days after written notice thereof from the Agency, the Agency may take whatever action at law or in equity as may appear necessary or desirable to recover damages for the breach hereof or to enforce performance of the Obligated Party's obligations hereunder, together with any expenses, including reasonable attorneys' fees. No remedy referred to in this Section 1(h) is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or in equity, and the exercise or beginning of exercise by the Agency of any or all of such other remedies shall not preclude the simultaneous or later exercise by the Agency of any or all of such other remedies. The amount of any Maintenance Advances which remain unpaid ten (10) business days after written notice thereof from the Agency, together with interest at the highest rate permitted by law, shall be a lien upon the Land which shall run with the Land (the Agency shall have the right to unilaterally file a Notice of Lien against the Land), and shall be enforceable by the Agency, together with any expenses, including reasonable attorneys' fees, incurred by the Agency in collecting any delinquent amount of Maintenance Advances pursuant to this Section 1.

2. **Completion of Public Use Improvements/Certificates of Occupancy**

(a) The Company shall construct and install all of the Public Use Improvements together as part of the first phase of construction of the Project as agent of the Agency pursuant to the Construction and Funding Agreement (except the portion of the Public Use Improvements that will be constructed on the Gateway Properties, defined below). The completion of the Public Use Improvements is expected to take between 18 and 24 months from the date of commencement.

(b) The Company, its successors and assigns, shall not be entitled to receive a Temporary or Permanent Certificate of Occupancy for any residential rental unit on development Block H or Block I, as shown on the Amended PUD Master Development Plan (a copy of which is annexed hereto as **Schedule B**), until such time as (i) the City Building Department issues a certificate of completion or other comparable written determination that the Public Use Improvements approved to be installed east of the Ferry Terminal Site (defined below) (the "East Public Use Improvements") have been satisfactorily completed and are approved for public use and occupancy, and (ii) the Agency, or an authorized representative, finds in its reasonable discretion that the Company is working diligently, in good faith and using commercially reasonable efforts, towards constructing and completing the Public Use Improvements approved to be installed west of the Ferry Terminal Site (the "West Public Use Improvements"), including, based on a written report to be provided by the Company to the Agency summarizing the status of the West Public Use Improvements, and the anticipated timeframe and funding sources for completing them promptly.

(c) In addition to the above, the Company, its successors and assigns, shall not be entitled to receive a Temporary or Permanent Certificate of Occupancy for any residential rental unit on development Block E or Block G, as shown on the Amended PUD Master Development Plan (or any other development block as may be approved for residential rental units), until such time as the City Building Department issues a certificate of completion or other comparable written determination that the East Public Use Improvements and the West Public Use Improvements have been satisfactorily completed and are approved for public use and occupancy.

(d) Notwithstanding anything to the contrary, completion of the Public Use Improvements approved to be installed on development Block J, as shown on the Amended PUD Master Development Plan, shall not be a condition to receipt of a Temporary or Permanent Certificate of Occupancy for any residential rental unit so long as the lack of completion thereof is not due to any unreasonable delay by the Company, its successors and assigns, in acquiring and/or developing all or a portion of Block J.

3. **Ferry**

(a) The Agency and the City shall reasonably consult with the Company with respect to the City's selection of a new ferry operator (the "Ferry Operator"), and the City's provision of ferry service, including, but not limited to, the ferry schedule ("Ferry Service"), provided that the Company shall have no right to approve the Ferry Service or the monetary arrangements between the City and the Ferry Operator.

(b) The Company shall provide a subsidy of One Million Dollars ($1,000,000.00) to the City, payable quarterly at the rate of Two Hundred Fifty Thousand Dollars ($250,000.00) per quarter, to be used to subsidize any losses or enhance the quality of the Ferry Service (the "Ferry Subsidy"). The first quarterly payment of the Ferry Subsidy shall be due upon demand by the City after (i) substantial completion of the Public Use Improvements and the Garvies Point Road/Herb Hill Road Reconstruction Project and (ii) the completion of at least two hundred (200) residential units of the Project, as evidenced by the issuance of permanent or temporary Certificates of Occupancy (or at such other time agreed upon in good faith by the Parties). The Company, at its option, may extend its obligation to provide a subsidy for Ferry Service on an annual basis thereafter.

(c) If at any time after Ferry Service commences such Ferry Service is not in operation for a period of three (3) months, the Agency and/or City may use the Ferry Terminal, to the extent permitted by law or any state or federal rules or regulations or other restrictions, for any use or ancillary use reasonably consistent with the purposes and objectives of the MW-3 District and the Project, including, but not limited to, (i) not-for-profit entities for purposes authorized by the New York State Not-For-Profit Corporation Law, (ii) municipal and quasi-municipal uses, which are maritime in nature, including, but not limited to, recreation uses, and (iii) retail or other public destination uses, provided, such uses must be available to the general public, are not competitive with and would not materially negatively impact the uses planned for the Project pursuant to the Amended PUD Master Development Plan or the marketing thereof, and the Company shall have the right to review and consent to such uses prior to the City entering into a lease regarding such uses, such consent not to be unreasonably withheld, conditioned or delayed.

(d) While Ferry Service is in operation, the Agency and/or City may use the Ferry Terminal, to the extent permitted by law or any state or federal rules or regulations or other restrictions, for such ferry or water taxi service and ancillary uses which are reasonably consistent with the purposes and objectives of the MW-3 District, such as a newsstand, dry cleaner, restaurant, sandwich shop, coffee kiosk, or other similar uses, provided that such ancillary uses do not unreasonably interfere or compete with the viability of any other existing or planned use in the Project pursuant to the Amended PUD Master Development Plan. The Company shall have the right to review and consent to such proposed ancillary uses prior to the City, or any turnkey operator/user licensed by the City to operate the Ferry Terminal, entering into a lease regarding such ancillary uses, which consent shall not be unreasonably withheld, conditioned or delayed. The Company, Agency, and the City shall reasonably cooperate to address each other's concerns, with the mutual goal of establishing and maintaining the viability of both the ferry or water taxi service and the Project.

(e) The requirements of any Federal or State agency having jurisdiction over the Ferry Terminal shall supersede any conflicting provisions in this Section 3.

4. **Ferry Terminal Site**

(a) The Parties acknowledge that the Ferry Terminal Site (73 Garvies Point Road) will be conveyed to the Company at Closing as part of an unsubdivided tax lot. Notwithstanding the foregoing, equitable ownership of the land upon which the Ferry Terminal is situated, and

legal ownership of all improvements located thereon, including the Ferry Terminal building and parking lot, shall remain with the City pursuant to an existing ground lease between the Agency and the City. Accordingly, simultaneous with the Company's filing of a subdivision plat in the County Clerk's Office establishing the Ferry Terminal lot as a separate lot, the Company shall convey the Ferry Terminal lot to the Agency for the price of One ($1.00) Dollar free and clear of all liens and encumbrances other than those which affect the Land as of the date hereof.

5. **Ferry Terminal Site Right of First Refusal**

Upon re-acquiring the Ferry Terminal Site pursuant to Section 4, in the event that the Agency proposes to sell the Ferry Terminal Site to a non-municipal entity for non-ferry or other non-municipal or not-for-profit use, the Agency shall promptly notify the Company in writing of any bona fide offer from a third party to purchase the Ferry Terminal Site, and the Company is hereby granted a one-time right to purchase the Ferry Terminal Site on the same material terms and conditions offered by such party, provided that the Company exercises its right in writing within sixty (60) days of notification of the offer. In the event the Company timely notifies the Agency or that it has elected to exercise its right of first refusal, the Company and Agency shall enter into a Contract of Sale materially consistent with the terms of the third party offer within sixty (60) days after such election. This right of first refusal shall not apply to any transfer of the Ferry Terminal Site to a municipal entity quasi-municipal entity, not-for-profit entity, or governmental agency, or to any party for ferry or municipal use.

6. **Garvies Point Road Project**

(a) The City shall be responsible, at its own cost, for the construction of the Garvies Point Road/Herb Hill Road Reconstruction Project (DOT PIN 0759.34) (the "Road Project"), in accordance with the plans and specifications approved by New York State Department of Transportation and Federal Highway Administration, including the placement of PSEG conduit below the roadway grade.

(b) The Parties and the City shall cooperate in good faith and diligently seek to ensure that construction of the Road Project and Garvies Point Project are coordinated, to the greatest extent practicable, including for access, grading and other construction-related purposes, as well as for the Company's marketing purposes. The Parties shall meet with the City Department of Public Works and any other agency or department, as reasonably needed, to devise appropriate construction management plans for the construction and coordination of these related projects, as well as the City's Ferry Project. Representatives of the Parties and the responsible City agencies with on-site construction responsibilities will conduct regular meetings, and senior officials and officers will make themselves available when necessary, to ensure that such coordination is a high priority of both projects.

(c) The Road Project shall not include, and the City shall not be responsible for, any improvements outside the Land conveyed by the Agency which are identified and required as mitigation in the SEQRA Findings Statement due to impacts resulting from the Project, or are included as conditions with respect to any of the relevant governmental approvals for the Project ("Off-Site Project Improvements"). The Company shall be responsible for the cost and construction of all Off-Site Project Improvements.

7. **Other Roadway Maintenance**

The Parties shall cooperate in good faith and meet with the City Department of Public Works, as reasonably necessary, to determine maintenance responsibilities and obligations, including costs thereof, for the roads constructed within the Public Use Easement Areas, which roadways shall be made available at all times for public vehicular and pedestrian use and passageway.

8. **Environmental Compliance**

(a) The Company shall implement, at its own cost, all Site Management Plans ("SMPs"), Environmental Easements ("EEs"), Records of Decision ("RODs"), and other requirements of EPA and/or DEC with respect to all Land acquired by the Company (including the Public Use Easement Areas), both during and post-construction, including, but not limited to, implementation of all required Engineering and Institutional Controls, as well as all inspection, monitoring (including, without limitation, groundwater and vapor intrusion), reporting, certifications, and operation and maintenance obligations set forth in the SMPs, EEs, and/or RODs.

(b) The City shall implement, at its own cost, all requirements set forth in Section 8(a) with respect to the Ferry Terminal Site for so long as the Agency remains in ownership or the City possesses a leasehold interest thereof. The Parties shall work together in good faith to retain the same engineering firm (with separate billing arrangements) to coordinate the Parties' respective implementation of the requirements set forth in Sections 8(a) and 8(b), and the various submittals to EPA and/or DEC (e.g., reports, certifications).

9. **Environmental Monitor**

(a) Promptly following the execution of this Agreement, the Parties shall jointly retain an environmental consultant to review and monitor all remedial work and compliance on behalf of the Parties to ensure that all proper protocols and requirements of EPA and DEC are implemented with respect to construction of the Improvements (the "Environmental Monitor"). The Company shall be responsible for all costs related thereto. The retention agreement for said Environmental Monitor shall afford the Agency the right, but not the obligation, to access the work of the Environmental Monitor. It is the intent of the Parties that the Environmental Monitor shall report to the Parties and promptly disclose all information regarding the status of remedial work and environmental compliance to the Parties upon request for same by any Party. The Parties shall coordinate all communications with the Environmental Monitor so that neither Party shall have any substantive discussion with the Environmental Monitor without the other Party having the right to participate on reasonable notice. The Parties shall cooperate in good faith with the Environmental Monitor, including by providing all information reasonably requested regarding the status of remedial work and environmental compliance. The retention agreement shall afford the Parties the right to terminate the Environmental Monitor for either Party's convenience at any time, provided that the Parties shall jointly retain another Environmental Monitor in a timely manner. The Environmental Monitor shall also provide the Agency and/or the Planning Board with periodic written status reports concerning the

Environmental Monitor's work, as well as appear before the Agency and/or the Planning Board if requested.

(b) The Parties have pre-approved the following firms as acceptable Environmental Monitors: (i) D&B Engineers and Architects, P.C., 330 Crossways Park Drive, Woodbury, New York, and (ii) P.W. Grosser Consulting, 630 Johnson Avenue, Suite 7, Bohemia, New York.

10. **Li Tungsten Lower C**

(a) The Parties acknowledge that the Company has elected not to take title at this time to the parcel commonly known as Li Tungsten Lower C ("Lower C") while the EPA completes its final remedial work on said parcel. As Lower C is not a separate subdivided lot shown on a subdivision map filed in the County Clerk's Office, the Agency has retained ownership in the entire Tax Lot 142 (approximately 4.7 acres) upon which Lower C (approximately 1.4 acres) is located, subject to the terms of Section 11 below.

(b) The Parties agree that they shall cooperate in good faith to determine the precise use(s), ownership and financing of Lower C in accordance with all EPA requirements for re-use of Lower C and other governmental approvals related to such site, including, but not limited to, allocating sufficient parking to the Company on Lower C, if necessary, to facilitate the Company satisfying its parking requirements of approximately one hundred (100) spaces under the Amended PUD Master Development Plan and related approvals. The Parties shall also cooperate in good faith to agree upon a fair and reasonable allocation of the Parties' respective financial obligations regarding the uses(s) on Lower C, including, but not limited to, relating to the costs for the implementation of any Site Management Plan required by EPA and/or DEC for Lower C.

(c) The Parties acknowledge that they have discussed conceptually the potential for the Agency or the City to develop a public parking structure on Lower C, which would include approximately one hundred (100) spaces for the residents of Building I, and potentially could also include commercial/office space for the Project on the upper floor(s) of said structure. The Parties shall cooperate in good faith with respect to potentially pursuing such parking structure, including, but not limited to, the design and exterior elements thereof and seeking third-party funding or other financing for the design and construction thereof.

(d) Notwithstanding the foregoing, nothing contained herein shall be construed as modifying the presently planned use of Lower C as 50,000 sf of commercial space as shown on the approved Amended PUD Master Development Plan. The precise square footage amount and location of the 50,000 gsf of office space approved by the Planning Board and planned for Block D under the Amended PUD Master Development Plan shall be determined by the Agency and RXR in the future, and in accordance with any and all approvals and/or further amended approvals as may be required from the Planning Board in relation thereto.

11. **Conveyance of Tax Lot 142**

(a) The Parties acknowledge that the portion of Tax Lot 142 outside the boundaries of Lower C (the "Non-Lower C Portion") is planned as residential use under the approved Amended PUD Master Development Plan. Accordingly, simultaneous with the Company's filing of a subdivision plat in the County Clerk's Office establishing Lower C and the Non-

Lower C Portion as a separate tax lot, the Agency shall convey the Non-Lower C Portion to the Company free and clear of all liens and encumbrances other than those which affect the Land as of the date hereof.

(b) In the event that the Parties agree at a future date that the Company shall own Lower C pursuant to Section 10 above, the Agency shall convey Lower C to the Company free and clear of all liens and encumbrances other than those which affect the Land as of the date hereof or are required by EPA or DEC after the date hereof.

(c) The Company's purchase price for each of Lower C and the Non-Lower C Portion shall be One Dollar ($1.00), in recognition of the fact that the Company did not offset any monies owed to the Agency under the Land Disposition Agreement even though the Company did not take title to Tax Lot 142. As such, the Company already paid fair market value for Lower C and the Non-Lower C Portion.

12. **Dredge Spoils**

The Parties acknowledge that certain dredge spoils removed from Glen Cove Creek by the United States Army Corps of Engineers have been deposited on a portion of the Land. If the Company is unable to secure all required approvals from EPA and/or DEC for the re-use of all or a portion of such spoils on the balance of the Land by February 1, 2017 (which date may be extended in writing by mutual agreement of the Parties), the same shall be removed from the Land by, and at the expense of, the Company on behalf of the City and disposed of in accordance with all legal requirements.

13. **Doxey**

The Parties acknowledge that certain additional environmental remedial work is planned for the Doxey site by the Company during construction, including, but not limited to, removal of certain soils near the existing bulkhead. The Company shall be responsible, at its own cost, for implementing the approved SMP and any groundwater monitoring or other requirements imposed by DEC at the Doxey site.

14. **Sewer Pump Station**

The Company is responsible, at its own cost, for demolishing the existing sewer pump station located west of the Doxey site and restoring the property to safe and good condition and designing and constructing a new sewer pump station on Li Tungsten Lower C (collectively, the "Pump Station Work"). The Company shall perform the Pump Station Work in accordance with all requirements, agreements, specifications and approvals of Nassau County Department of Public Works and any other governmental agency having jurisdiction, as well as in accordance with all requirements of EPA and/or DEC, including, but not limited to, implementation of any Site Management Plan approved for Li Tungsten Lower C.

15. **Environmental Covenants**

The Company covenants, represents and warrants that all Land will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Land except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances on or into the Land or other property, (iii) that no underground storage tanks will be located on the Land, and (iv) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence, except Order on Consent, Index No. A1-0862-1608, entered into between New York State Department of Environmental Conservation and the Company; and Agreement and Covenant Not To Sue, Index No. CERCLA-02-99-2008, entered into between the Glen Cove Industrial Development Agency and the United States Environmental Protection Agency, as assigned to the Company. The Company hereby releases the City from liability with respect to, and agrees to defend, indemnify, covenant not to sue and hold harmless the City, its executive director, directors, members, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any breach of the foregoing covenants, representations or warranties; any breach of any of the other covenants, representations or warranties set forth in this Agreement; or any environmental conditions on, at or under the Land, except to the extent caused by actions, including remedial actions, of the City prior to the effective date of this Agreement. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental assessment performed with respect to the Land, the Company agrees to pay the expenses of same to the City upon demand.

16. **Gateway Properties**

(a) The Agency recognizes the importance of the acquisition of the properties commonly referred to as the Gateway Properties to the completion of the Project in accordance with the Amended PUD Master Development Plan. If requested by the Company (as a sponsor), and at the Company's sole cost and expense (including any and all acquisition, environmental testing and remediation, legal and consulting, and relocation costs and expenses), the Agency shall consider the appropriateness, through exercise of its power of eminent domain, of the acquisition of the Gateway Properties (subject to the requisite legal findings, determinations and requirements of the Eminent Domain Procedure Law) on behalf of the Company.

(b) If requested by the Company, to the extent permitted under law, the Agency shall commence the eminent domain process at any time after closing on the Land, and after the Company has provided the Agency with suitable financial and other assurances, demonstrating that sufficient funds will be available to the Agency at such time as it is legally required to make such payments in connection with acquiring said property through eminent domain hereunder. At the request of either Party to the other at any time after (i) the Agency acquires title to any of the Gateway Properties, and (ii) the Company has paid in full all amounts payable to the Agency under this Section 16 with respect to such Properties, the Agency shall convey title to such

condemned Properties to the Company, and the Company shall close title to such condemned Properties.

(c) The Agency shall not be in default of this Agreement if any requested eminent domain proceedings are not completed by a certain date. The commencement of any requested eminent domain proceedings shall not be a condition to any of the Company's obligations under this Agreement, except with respect developing the Gateway Properties as shown on the Amended PUD Master Development Plan, which cannot be accomplished until the Company acquires title to same.

(d) Simultaneous with the commencement of the eminent domain process hereunder, the Parties shall in good faith enter into an escrow agreement governing the payment by the Company of the Agency's reasonable and customary costs and expenses (other than the Purchase Price for the property being taken) related to any eminent domain proceedings, including, without limitation, all necessary and reasonable legal and other fees incurred by the Agency in acquiring and disposing of the Gateway Properties, and in defending any legal or administrative challenges to such acquisition or disposition, as well as reasonable appraisal fees, consultant fees, surveying costs, title insurance charges and Court fees. The Parties shall cooperate in good faith in the selection of all consultants and professionals retained by the Agency in connection with its obligations under this Section 16.

(e) The Company shall also be responsible to pay when due any and all additional compensation under the EDPL determined to be due to a Gateway Property landowner/condemnee and/or tenant at the premises by a Court, or agreed to be due to a Gateway Property landowner/condemnee and/or tenant under a settlement of such claim (subject to the approval of the Company, which approval shall not be unreasonably withheld, conditioned or delayed), as well as all necessary and reasonable legal and other fees incurred by the Agency in defending such claims for additional compensation under the EDPL and/or the negotiation of settlements thereof (the "Post-Closing Consideration"). To secure the payment by Company of the Post-Closing Consideration, the escrow agreement shall further provide for the Company to deliver to the Agency, at the time a claim is made for additional compensation under the EDPL, a letter(s) of credit or other security in favor of and reasonably acceptable to the Agency in the amount of twenty percent (20%) of the aggregate of all claims filed by the Gateway Property landowner/condemnee and/or tenant under EDPL procedures (the "EDPL Security"). In the event that the amount of the EDPL Security is insufficient to pay the Post-Closing Consideration due and payable, the Company shall be responsible for, and shall pay to the Agency, any such amounts prior to five (5) business days before such amounts are due to the condemnee under the Judgment of the Court, or any settlement between the Agency and a claimant(s) as approved by the Court.

(f) The Company shall be responsible, at its own cost, for any and all testing and/or remediation of subsurface environmental conditions at the Gateway Properties, as well as for compliance with all requirements set forth in Section 8a as may be applicable to the Gateway Properties.

17. **Asphalt Plant**

The Rason Asphalt Plant (the "Asphalt Plant") is a hot mix asphalt facility, located directly opposite Block I as shown on the Amended PUD Master Development Plan, on the south side of Glen Cove Creek. The Parties shall cooperate in good faith to determine whether a more appropriate use is warranted for the Asphalt Plant site consistent with City planning documents and the Project, including, but not limited to, potentially converting the Asphalt Plant to such other uses as the Parties may agree upon. If requested by the Company, to the extent permitted under law, the Agency shall commence (and to the extent the City is the more appropriate party, the Agency shall actively support the City commencing) eminent domain proceedings to acquire the Asphalt Plant site upon the same terms and conditions as set forth in Section 16 regarding the Gateway Properties, but the commencement or progress of any requested eminent domain proceedings shall not be a condition to any of the Company's obligations under this Agreement.

18. **Eligible Transferee**

(a) The Company may assign, transfer or convey any rights it has in any phase of the Project to an affiliate of the Company without the consent of the Agency, provided (i) any required Maintenance Advance has been delivered to the Agency, (ii) written notice is provided to the Agency at least fifteen (15) business days in advance of such transfer, together with all reasonable documentation requested by the Agency, (iii) the Company is in substantial compliance with all of its material obligations under this Agreement, the Amended PUD Master Development Plan and related approvals, SEQRA Findings Statement, all other relevant agreements and approvals related to the Project, and any other applicable laws and regulations, and (iv) the transferee acknowledges in writing that as a successor in interest to the Company it is bound by all the terms and conditions of this Agreement, the Amended PUD Master Development Plan and related approvals, SEQRA Findings Statement, and all other relevant agreements and approvals related to the Project insofar as they relate to the interest being transferred. Notwithstanding the foregoing, the Agency acknowledges the transfer of Parcels B, H and I to affiliates of the Company as of even date herewith, and said affiliates shall comply with Section 18(a)(iv) hereof.

(b) The Company may assign, transfer or convey any rights it has in any phase of the Project to a non-affiliate of the Company, provided, (i) any required Maintenance Advance has been delivered to the Agency, (ii) written notice is provided to the Agency at least forty-five (45) days in advance of such transfer, together with all reasonable documentation requested by the Agency, (iii) the Company is in substantial compliance with all of its material obligations under this Agreement, the Amended PUD Master Development Plan and related approvals, SEQRA Findings Statement, all other relevant agreements and approvals related to the Project, and any other applicable laws and regulations, (iv) the transferee acknowledges in writing that as a successor in interest to the Company it is bound by all the terms and conditions of this Agreement, the Amended PUD Master Development Plan and related approvals, SEQRA Findings Statement, and all other relevant agreements and approvals related to the Project insofar as they relate to the interest being transferred, (v) the transferee meets the criteria of an Eligible Transferee as defined herein, and (vi) the Agency provides its prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

(c) A transferee shall be an Eligible Transferee only if its principals collectively have, among other criteria (i) a demonstrated history in constructing, owning and/or operating the residential or commercial component it is seeking to develop, (ii) sufficient capital or access thereto, to carry out the Company's obligations hereunder with respect to the interest being transferred, (iii) has not defaulted on a contract with the City or Agency, and (iv) an identified and demonstrated team capable of completing and/or operating the applicable phase of the Project in accordance with the terms and conditions of this Agreement, the Amended PUD Master Development Plan and related approvals, the SEQRA Findings Statement, and any other approvals related thereto.

(d) Contemporaneously herewith or at any time hereafter, the Company may assign its payment and financial performance obligations hereunder to the Garvies Point Master Association, Inc., the entity formed to be the master homeowners' association of the all of the owners of the Private Use Improvements, provided that for said assignment to be effective, the board of directors of the master homeowners' association shall adopt a written resolution expressly accepting and assuming the Company's payment and financial performance obligations hereunder, and a copy of said resolution shall be provided to the Agency.

19. **Project Conformance with Approvals**

(a) Except as set forth below in Section 19(b), the Project shall conform to all land use, zoning, environmental and other approvals granted by the Planning Board, Agency and GCCDA relating to the Project, whether granted prior to or subsequent to this Agreement, including, but not limited to, the Amended PUD Master Development Plan approved by the Planning Board by Resolution, dated October 6, 2015, and by the Agency and GCCDA by Resolution, dated June 23, 2015, and the original PUD Master Development Plan (as applicable) and the SEQRA Findings Statement approved by the Planning Board by Resolution, dated December 19, 2011. The Project shall also conform to all approvals granted by the City Building Department and any other City department, as well as all Federal, State, County and Local Agencies having jurisdiction over the Project.

(b) The Agency shall have the right, in its reasonable discretion, to approve or disapprove any additional amendments to the Amended PUD Master Development Plan, which shall be evidenced in the form of a formal written resolution approved at duly noticed public meetings. The Company shall not submit an application to the Planning Board for approval of additional amendments to the Amended PUD Master Development Plan without the prior approval of the Agency. The Company may submit an application to the Planning Board for amended PUD Site Plan and/or PUD Subdivision Approval without the prior approval of the Agency

20. **Applications for PUD Site Plan and/or PUD Subdivision Approval**

The Company shall diligently and timely prepare and submit to the Planning Board, and take all necessary actions commensurate with employing commercially reasonable efforts, to obtain PUD Site Plan and/or PUD Subdivision Approval for each phase of the Project so that construction of the Project proceeds in an orderly, sustained and timely fashion, commensurate with market demand and subject to economic conditions affecting the Project.

21. **Construction of Improvements**

(a) The Company shall ensure that construction of the Public Use Improvements, for the benefit of the Agency, shall proceed diligently to completion using commercially reasonable efforts in accordance with a construction schedule provided to the Agency by the Company prior to the start of construction. "Completion" for purposes of this subsection shall mean the Building Department's issuance of a certificate of completion or other comparable written determination that the Public Use Improvements have been satisfactorily completed and are approved for public use and occupancy.

(b) Construction for each phase of the Private Use Improvements shall proceed diligently to completion using commercially reasonable efforts in accordance with a construction schedule provided to the Agency by the Company prior to the start of construction of such phase. "Completion" for purposes of this subsection shall mean the Building Department's issuance of a temporary or permanent Certificate of Occupancy with respect to the Private Use Improvements. The Parties shall cooperate and use commercially reasonable efforts to overcome any potential constraint or obstacle to the timely completion of construction for each phase.

(c) The Company shall submit quarterly written reports to the Agency, in such detail and at such other times as may be reasonably requested by the Agency, as to the actual progress of the Company with respect to construction of the Public Use Improvements and the Private Use Improvements.

(d) The City shall cause the City's off-site roadway and incinerator improvements related to the Project (the "City Public Improvements") to proceed diligently to completion using commercially reasonable efforts in accordance with a construction schedule provided by the City to the Agency and Company prior to the start of construction. "Completion" for the purposes of this subsection shall mean the completion of the demolition of the City's decommissioned incinerator located at 200 Morris Avenue, and the construction of the Garvies Point Road Project to such an extent that all governmental agencies with oversight thereover have accepted same for public use.

22. **LEED**

(a) As set forth in the SEQRA Findings Statement, each phase of the Project shall be certifiable under the LEED rating system appropriate for that phase and use. The Company shall provide a LEED checklist for each phase of the Project, demonstrating that it would be certifiable under the appropriate LEED program. The checklist shall cover the LEED category that might apply, and what level of LEED certification would be possible. Each checklist must specify LEED-certifiable items, at a minimum. The Company shall provide commitments at each PUD Site Plan review regarding energy efficiency goals and standards that will be met. The Agency believes that the Project is eligible for certification under the LEED for Neighborhood Development program.

(b) The Project shall contain green building components, including efficient mechanical systems using then current technology. Specific details regarding the major building components, fixtures, materials, etc., shall be provided during each PUD Site Plan review. The

Project shall also employ Energy Star energy-saving features, such as increased insulation, high-efficiency heating and cooling systems, energy-saving appliances and high performance lighting. All refrigerators, dishwashers, clothes washers, and clothes dryers shall be Energy Star compliant. The Company shall comply to the maximum extent practicable with the New York ENERGY STAR Multifamily Performance Program, which is intended to design buildings that use at least 20 percent less energy than buildings constructed to ASHRAE standards.

23. **Local Participation Plan**

(a) The Company shall make commercially reasonable efforts to award no less than twenty percent (20%) of all construction-related and post-construction permanent jobs and construction-related contracts to qualified City residents and vendors. The Company shall make commercially reasonable efforts to ensure that qualified City residents, veterans, minorities and women (collectively, "Local Workforce"), and qualified local, minority, women-owned and veteran-owned businesses (collectively, "Local Businesses"), are represented through this Local Participation Plan. The Company shall use commercially reasonable efforts to undertake, among other things, the following steps:

- Host informational sessions in local housing developments, schools, churches and associations to notify residents, area businesses and advocacy groups about the various work opportunities that the Project presents;

- Refer qualified Local Workforce and Local Businesses to current parties with whom the Company has entered into contracts regarding the Project (e.g., subcontractors, vendors);

- Package construction contracts where feasible in sizes appropriate for smaller businesses;

- Encourage trade contractors to partner and subcontract with Local Businesses and hire Local Workforce;

- Create a Project-specific prequalification form to hand out to subcontractors interested in bidding opportunities; and

- Include contract provisions with trade contractors and subcontractors, which impose a prioritization of hiring qualified Local Businesses and Local Workforce.

(b) The Company shall also work with the Agency and GCCDA and any other pertinent agencies in the City to secure a list of qualified local vendors, contractors and labor.

(c) The Company shall not be required to employ local residents or contract with local vendors at wages or contract prices that are higher than can be paid to non-residents for similar work or services.

(d) The Company shall maintain detailed records of the actions that it takes to achieve the participation goals in such forms as will enable the Agency and GCCDA to

determine that Company has implemented efforts in accordance with this Local Participation Plan. The Company shall periodically at the Agency's and GCCDA's request submit reports to the Agency and GCCDA to demonstrate compliance with this Plan until two (2) years after completion of construction of the final phase of the Project.

24. **Workforce Housing**

The Project's workforce units shall equate to a minimum of 10% of the dwelling units as required by the MW-3 regulations, and shall be located in Parcels F and G as shown on the Amended PUD Master Development Plan, or elsewhere within the Project subject to receipt of all necessary approvals. The workforce units shall be marketed and developed for households with incomes ranging between 50-130% of the Nassau/Suffolk Counties Area Median Income, or as otherwise agreed to between the Company and the Agency and/or the City, and subject to receipt of all necessary approvals. The Parties shall collaborate with the Long Island Housing Partnership, Inc., or other similar organization, to administer the program.

25. **Nondiscrimination**

The Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, sexual orientation or any other protected class.

26. **Covenants of Good Faith and Fair Dealing, and Commercially Reasonable Efforts**

(a) The Parties recognize that the successful ongoing planning and implementation of the Project, and their respective ability to perform their obligations under this Agreement, will require coordination among them. Accordingly, this Agreement imposes an obligation of good faith and fair dealing on the Company, the Agency, and the City in the performance and enforcement of their respective rights and obligations hereunder. The Company, the Agency, and the City, with a shared commitment to honesty and integrity in the performance and administration of this Agreement, agree to the following mutual duties: (i) each will be held to a standard of good faith and fair dealing in the performance of its duties and obligations under this Agreement, (ii) each will function within the laws and statutes applicable to their duties and responsibilities, (iii) each will cooperate to facilitate the other's performance, (iv) each will avoid hindering the other's performance, (v) each will respond promptly and completely to the reasonable requests of the other, (vi) each will proceed to fulfill its obligations under this Agreement diligently and honestly, (vii) except as otherwise provided in this Agreement for the giving or the withholding of Parties' consent, approval or the like in its or their sole and arbitrary or absolute discretion, each agrees to use all commercially reasonable efforts to discharge their respective obligations under this Agreement and to assist each other in discharging their obligations under this Agreement which are dependent in any measure on another party's performance, and (viii) each will cooperate in the common endeavor of completing the performance and administration of this Agreement and the consummation of the transactions contemplated by this Agreement in a timely and efficient manner. Except as otherwise expressly provided in this Agreement for a consent or approval to be given or withheld in the sole and arbitrary discretion of a party, all other consents and approvals required or desired of any party shall be promptly addressed and not unreasonably withheld or delayed; provided, further, no

party shall claim that the exercise, pursuant to the express provisions of this Agreement, of a party's sole, absolute or arbitrary discretion shall be deemed a breach of this Section.

(b) Whenever used in this Agreement, the term "commercially reasonable efforts" shall mean such efforts as are commercially reasonable in light of that Party's own capabilities and of the other Party's justifiable expectations.

27. **Default**

(a) In the event a Party delivers to the other Party a written notice of a dispute, or alleged default or breach, arising out of this Agreement, the Parties shall cooperate in good faith to explore a resolution to such dispute, or alleged default or breach. In the event that a resolution is not reached within a reasonable time, the non-defaulting or non-breaching Party may not terminate the Agreement, but instead may institute arbitration proceedings, provided, that it may only seek termination in the arbitration in accordance with the standards set forth hereunder.

(b) The arbitrator shall determine the appropriate remedy, at law and/or in equity, to resolve any dispute, or alleged default or breach, arising out of this Agreement, with the goal of keeping the Project progressing in a diligent and commercially reasonable manner. The remedies available to the arbitrator shall include, but not be limited to, requiring specific performance, requiring Project modification(s) subject to any applicable regulations and/or approvals, instituting mediation, awarding any appropriate damages or penalties, and/or declaring a default or breach and terminating the Agreement.

(c) The arbitrator's determination shall be binding upon the Parties, and shall not be subject to review in a court action, except a determination terminating the Agreement. The arbitrator shall not find a default or breach of this Agreement justifying termination against either Party unless the arbitrator makes a specific finding that the defaulting or breaching Party's actions or inactions relating to its material obligations hereunder constituted extreme or egregious unreasonableness under a rational commercial person standard. In the event that the arbitrator determines to terminate the Agreement, either Party may litigate the issues presented to the arbitrator in a competent court of law under a standard that affords the Parties a trial de novo of all matters considered by the arbitrator, provided, that either Party may admit the arbitrator's determination into evidence, the probative value of which shall be determined by the Court. The Court may adopt or reject the arbitration decision in whole or in part. Any Party electing to litigate the issues presented to the arbitrator shall commence said litigation within forty-five (45) days of receipt of the arbitrator's determination. In the event of such litigation, the Parties agree that they shall in good faith prosecute said litigation expeditiously, including with respect to discovery, without waiving any of their respective rights, and that this obligation may be enforced by the trial court as it may deem appropriate.

28. **Notices**

All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: Glen Cove Industrial Development Agency
City Hall
9-13 Glen Street
Glen Cove, New York 11542
Attention: Reginald A. Spinello, Chairman

With Copy To: Glen Cove City Attorney
City Hall
9-13 Glen Street
Glen Cove, New York 11542
Attention: Charles McQuair, Esq.

Zarin & Steinmetz
81 Main Street, Suite 415
White Plains, New York 10601
Attn: Michael D. Zarin, Esq.

And

Phillips Lytle LLP
1205 Franklin Avenue
Garden City, New York 11530
Attn: Milan K. Tyler, Esq.

To the Company: RXR Glen Isle Partners, LLC
625 RXR Plaza
Uniondale, New York 11556
Attention: Mr. Frank Haftel

With Copy To: Rivkin Radler, LLP
926 RXR Plaza
West Tower
Uniondale, New York 11556
Attention: Edward Ambrosino, Esq.

And

Farrell Fritz, P.C.
1320 RXR Plaza
Uniondale, New York 11556
Attention: Peter L. Curry, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when

mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

29. **Agreement to Burden and Run with the Land**

This Agreement shall encumber, burden and run with the Land.

30. **Miscellaneous**

(a) Binding Effect; Successors and Assigns. The terms and provisions of this Agreement, and the respective rights and obligations hereunder of the Agency and Company shall be binding upon their respective successors and assigns and inure to the benefit of their respective permitted successors and assigns.

(b) Amendment. This Agreement may be amended, from time to time by written amendment hereto and executed by the Agency and Company (and/or the City, as the case may be).

(c) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

(d) No Personal Liability. Notwithstanding anything in this Agreement to the contrary, the obligations and agreements of the Agency, City and the Company contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto, shall be deemed the obligations and agreements of the Agency, City and the Company and not of any member, director, officer, agent or employee of the Agency, City or the Company in his\her individual capacity, and the members, directors, officers, agents and employees of the Agency, City and the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Garvies Point Continuing Covenants Agreement, intending that the same be recorded in the Office of the Clerk of the County of Nassau, as of the day and year first above written.

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Reginald A. Spinello
Title: Chairman

RXR GLEN ISLE PARTNERS, LLC

By: _____
Name:
Title:

RIGHTS AND OBLIGATIONS UNDER SECTIONS 3, 6, 8(b), 10(c), 21(d), 24, 26, 27 AND 30 ACKNOWLEDGED

THE CITY OF GLEN COVE

By: _____
Name: Reginald A. Spinello
Title: Mayor

IN WITNESS WHEREOF, the parties hereto have executed this Garvies Point Continuing Covenants Agreement, intending that the same be recorded in the Office of the Clerk of the County of Nassau, as of the day and year first above written.

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Reginald A. Spinello
Title: Chairman

RXR GLEN ISLE PARTNERS, LLC

By: _____
Name: Michael Maturo
Title: Authorized Person

RIGHTS AND OBLIGATIONS UNDER SECTIONS 3, 6, 8(b), 10(c), 21(d), 24, 26, 27 AND 30 ACKNOWLEDGED

THE CITY OF GLEN COVE

By: _____
Name: Reginald A. Spinello
Title: Mayor

State of New York)
) ss.:
County of Nassau)

On the 17th day of November in the year 2016, before me, the undersigned, personally appeared Regina A. Spinello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BRAD K. SCHWARTZ
Notary Public, State of New York
No. 02SC6337897
Qualified in Westchester County
Commission Expires 02/29/2020

State of New York)
) ss.:
County of Nassau)

On the _____ day of November in the year 2016, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
) ss.:
County of Nassau)

On the _____ day of November in the year 2016, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York)
) ss.:
County of Nassau)

On the 17th day of November in the year 2016, before me, the undersigned, personally appeared Michael Mantz personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DAWN M. KENNY
Notary Public, State of New York
No. 01KE5040363
Qualified in Nassau County
Commission Expires March 13, 2019

SCHEDULE "A"

LAND CONVEYANCE PARCEL 1:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, in the County of Nassau and State of New York, bounded and described, as follows:

BEGINNING at a point on the westerly line of Dickson Lane distant the following courses and distances from the extreme southwesterly end of the curve which connects the new westerly line of Dickson Lane, as conveyed to the City of Glen Cove, with the new northwesterly line of Garvies Point Road, as conveyed to the City of Glen Cove:

1. Generally northwesterly and northerly along the new northwesterly line of Garvies Point Road and the new westerly line of Dickson Lane, along the arc of a curve bearing to the left having a radius of 340.50 feet, a distance of 322.24 feet to a point of compound curve and on the new westerly line of Dickson Lane;

2. Along the new westerly line of Dickson Lane, as its winds and turns, the following six (6) courses and distances:

    a. Generally northerly, northwesterly and westerly along arc of a curve bearing to the left having a radius of 60.50 feet; a distance of 103.23 feet to a point;
    b. North 11 degrees 35 minutes 34 seconds west, 72.98 feet to a point;
    c. North 62 degrees 21 minutes 56 seconds east, 27.07 feet to a point;
    d. North 33 degrees 12 minutes 57 seconds east, 59.31 feet to a point;
    e. North 10 degrees 28 minutes 51 seconds west, 16.51 feet to a point; and
    f. North 84 degrees 28 minutes 06 seconds east, 14.04 feet to the present westerly line of Dickson Lane;

3. north 05 degrees 31 minutes 54 seconds west, along the present westerly line of Dickson Lane, 66.36 feet to a point;

4. north 11 degrees 15 minutes 54 seconds west, still along the present westerly line of Dickson Lane, 377.61 feet to the true point of beginning;

RUNNING THENCE from said true point of beginning south 80 degrees 48 minutes 11 seconds west, a distance of 273.92 feet to a point;

THENCE south 11 degrees 33 minutes 39 seconds east, a distance of 398.08 feet to a point;

THENCE south 78 degrees 26 minutes 21 seconds west, a distance of 200.00 feet to a point;

THENCE north 11 degrees 33 minutes 39 seconds west, a distance of 20.59 feet to a point;

THENCE south 78 degrees 26 minutes 21 seconds west, a distance of 320.22 feet to a point;

THENCE north 11 degrees 33 minutes 39 seconds west, a distance of 311.46 feet to a point in lands now or formerly of Fair Housing Development Fund Corp.

THENCE the following five (5) courses and distances along said lands now or formerly of Fair Housing Development Fund Corp.;

1. north 78 degrees 34 minutes 21 seconds east, 193.47 feet;
2. north 12 degrees 18 minutes 48 seconds west, 158.24 feet;
3. north 03 degrees 22 minutes 06 seconds east, 140.00 feet;
4. north 33 degrees 52 minutes 06 seconds east, 80.00 feet; and
5. north 78 degrees 52 minutes 06 seconds east, 186.87 feet to a point to lands now or formerly of A. F. Kaufman, Inc.

THENCE along said lands now or formerly of A .F. Kaufman, Inc. the following (2) courses and distances:

1. south 11 degrees 15 minutes 54 seconds east, 179.70 feet;
2. north 80 degrees 48 minutes 06 seconds east, 324.31 feet to the present westerly line of Dickson Lane, and;

THENCE south 11 degrees 15 minutes 54 seconds east, along the present westerly line of Dickson Lane, 99.99 feet, more or less to the point or place of BEGINNING.

TOGETHER with the benefits, but subject to the burdens of that certain 25 foot wide right of way as granted and reserved by Creek Development Corp. to Edna Dorfman by deed dated December 22, 1956, recorded January 14, 1957 in Liber 6153 of Deeds page 244 and reserved over premises southerly by deed dated December 22, 1956 made by Creek Development Corp. to Frank Marmorale. The centerline of such right-of-way being described as beginning 50 feet northerly from the division line of Tax Lots 545 and 505 and running thence southerly along the division line between Tax Lots 545, 489, 505 and 643, 468 and 643 to the northerly line of Garvies Point Road.

SECTION: 21, BLOCK A LOTS: LOTS 431, 542 – 545

LAND CONVEYANCE PARCEL 2:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, in the County of Nassau and State of New York, bounded and described, as follows:

BEGINNING at the corner formed by the intersection of new southerly line of Herb Hill Road, as conveyed to the City of Glen Cove, with the new southerly line of Dickson Lane, a/k/a Garvies Point Road, as conveyed to the City of Glen Cove;

RUNNING THENCE north 64 degrees 46 minutes 34 seconds east, along the new southeasterly line of Herb Hill Road, 604.90 feet to a point;

THENCE north 21 degrees 45 minutes 39 seconds west, 9.17 feet to the present line of Herb Hill Road;

THENCE the following three (3) courses and distances along the present southeasterly line of Herb Hill Road;

1. north 69 degrees 42 minutes 40 seconds east, 14.76 feet to a point;
2. north 64 degrees 42 minutes 37 seconds east, 43.57 feet to a point;
3. generally northeasterly along the arc of a curve bearing to the left having a radius of 441.00 feet, a distance of 41.92 feet to a point;

THENCE south 21 degrees 45 minutes 39 seconds east, 374.08 feet to the northerly line of Glen Cove Creek; land the of United States of America;

THENCE along the said northerly line of Glen Cove Creek the following twelve (12) courses and distances:

1. south 57 degrees 57 minutes 27 seconds west, 258.08 feet to a point;
2. south 62 degrees 05 minutes 27 seconds west, 1.32 feet to a point;
3. north 21 degrees 50 minutes 53 seconds west, 8.70 feet to a point;
4. south 62 degrees 58 minutes 47 seconds west, 215.45 feet to a point;
5. south 62 degrees 05 minutes 27 seconds west, 333.70 feet to a point; and
6. south 62 degrees 25 minutes 57 seconds west, 244.81 feet to a point;
7. south 56 degrees 39 minutes 17 seconds west, 69.05 feet to a point;
8. north 33 degrees 20 minutes 43 seconds west, 13.15 feet to a point;
9. south 56 degrees 39 minutes 17 seconds west, 2360.55 feet to a point;
10. south 56 degrees 39 minutes 58 seconds west, 343.78 feet to a point;
11. north 33 degrees 49 minutes 42 seconds west, 34.79 feet to a point;
12. south 39 degrees 09 minutes 49 seconds west, 38.08 feet to a point in the mean high water line of Hempstead Harbor;

THENCE along said mean high water line of Hempstead Harbor the following eight (8) courses

and distances:

1. north 16 degrees 46 minutes 23 seconds west, 23.78 feet to a point;
2. north 10 degrees 26 minutes 35 seconds west, 27.46 feet to a point;
3. north 11 degrees 46 minutes 23 seconds west, 87.86 feet to a point;
4. north 22 degrees 07 minutes 05 seconds west, 29.15 feet to a point;
5. north 24 degrees 56 minutes 03 seconds west, 68.57 feet to a point;
6. north 60 degrees 45 minutes 29 seconds west, 100.11 feet to a point;
7. north 54 degrees 25 minutes 13 seconds west, 108.73 feet to a point;
8. north 70 degrees 53 minutes 18 seconds west, 203.16 feet to the new southerly line of Garvies Point Road;

THENCE along the new southerly line of Garvies Point Road, the following twenty-six (26) courses and distances:

1. north 44 degrees 42 minutes 14 seconds east, 163.72 feet to a point;
2. north 55 degrees 48 minutes 17 seconds east, 15.26 feet to a point;
3. generally southeasterly, easterly and northeasterly along the arc of a curve bearing to the left having a radius of 80.00 feet a distance of 239.33 feet to a point;
4. north 47 degrees 14 minutes 23 seconds east, 439.69 feet to a point or curve;
5. generally easterly along the arc of a curve bearing to the right having a radius of 341.50 feet a distance of 123.04 feet to a point;
6. north 67 degrees 52 minutes 59 seconds east, 106.46 feet to a point;
7. generally easterly along the arc of a curve bearing to the right having a radius of 566.50 feet, a distance of 62.00 feet to a point;
8. north 74 degrees 09 minutes 13 seconds east, 571.72 feet to a point of curve;
9. generally easterly along the arc of a curve bearing to the right having a radius of 766.50 feet, a distance of 303.47 feet to a point;
10. south 80 degrees 36 minutes 11 seconds east, 11.66 feet to a point; and
11. south 88 degrees 12 minutes 16 seconds east, 50.06 feet to a point;
12. south 78 degrees 57 minutes 57 seconds east, 66.42 feet to a point of curve;
13. generally southeasterly along the arc of a curve bearing to the left having a radius of 497.24 feet a distance of 55.74 feet to a point of compound curve;
14. generally southeasterly along the arc of a curve bearing to the left having a radius of 480.00 feet, a distance of 69.77 feet to a point;
15. south 74 degrees 42 minutes 09 seconds east, 31.02 feet to a point of curve;
16. northeasterly along the arc of a curve bearing to the left having a radius of 488.50 feet, a distance of 254.48 feet to a point;
17. north 57 degrees 47 minutes 20 seconds east, 131.23 feet to a point of curve;
18. generally northeasterly along the arc of a curve bearing to the left having a radius of 1038.50 feet, a distance of 81.38 feet to a point;
19. north 53 degrees 17 minutes 56 seconds east, 288.50 feet to a point;
20. north 23 degrees 52 minutes 35 seconds east, 8.14 feet to a point;
21. north 53 degrees 17 minutes 56 seconds east, 102.15 feet to a point of curve;

22. northeasterly along the arc of a curve bearing to the left having a radius of 409.50 feet a distance of 236.47 feet;
23. north 32 degrees 09 minutes 06 seconds east, 39.32 feet to a point;
24. north 05 degrees 31 minutes 54 seconds west, 31.30 feet to a point;
25. northeasterly along the arc of a curve bearing to the left having a radius of 409.50 feet a distance of 94.68 feet to a point; and
26. north 30 degrees 21 minutes 53 seconds east, 137.96 feet to the aforementioned corner, the point or place of BEGINNING.

SECTION 21 BLOCK 259 LOT 2 P/O LOT 3 & 4 4 8
SECTION 21 BLOCK A LOTS 459, 541, 648, 661, 662, 687, 688, 689, 690, 692 & 694

LAND CONVEYANCE PARCEL 3:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, in the County of Nassau and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the present easterly line of Dickson Lane and the southerly line of The Place;

RUNNING THENCE along the southerly line of The Place the following two (2) courses and distances:

1. north 58 degrees 57 minutes 06 seconds east, 160.36 feet to a point;
2. north 56 degrees 28 minutes 06 seconds east, 20.59 feet to a point to the lands now or formerly of Konica Imaging USA, Inc.;

THENCE the following two (2) courses and distances along said lands now or formerly of Konica Imaging USA, Inc.

1. south 17 degrees 57 minutes 24 seconds east, 409.28 feet to a point;
2. south 22 degrees 40 minutes 49 seconds east, 429.00 feet to the present northerly line of Herb Hill Road; and

THENCE south 64 degrees 43 minutes 51 seconds west, along the present northerly line of Herb Hill Road, 254.52 feet to the northeasterly line of Dickson Lane, as conveyed to the City of Glen Cove, (hereinafter the "new northeasterly line of Dickson Lane");

THENCE the following four (4) courses and distances along the new northeasterly and new easterly line of Dickson Place;

1. north 86 degrees 34 minutes 38 seconds west, 31.15 feet to a point;
2. north 52 degrees 14 minutes 56 seconds west, 29.24 feet to a point;
3. north 10 degrees 28 minutes 51 seconds west, 10.82 feet to a point;
4. south 84 degrees 28 minutes 06 seconds west, 12.66 feet to a point; to the present easterly line of Dickson Lane; and

RUNNING THENCE the following two (2) courses and distances along the present easterly line of Dickson Lane;

1. north 05 degrees 31 minutes 54 seconds west, 61.71 feet to a point; and
2. north 11 degrees 15 minutes 54 seconds west, 723.06 feet to the aforementioned corner the point or place of BEGINNING.

SECTION 31 BLOCK G LOT 617

SCHEDULE "B"

APPROVED AMENDED PUD MASTER DEVELOPMENT PLAN

GARVIES POINT

SCHEDULE T

GARVIES POINT PERPETUAL AND EXCLUSIVE PUBLIC USE EASEMENT

Nassau County
Maureen OConnell
County Clerk
Mineola, NY 11501

ID 2016 00119669

Instrument Number: 2016- 00119669
As
D06 - AGREEMENT

Recorded On: December 02, 2016
Parties: RXR GLEN ISLE PARTNERS LLC
TO GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY
Recorded By: ECAI-EAST COAST ABSTRACT INC

Billable Pages: 90
Num Of Pages: 92
Comment:

**** Examined and Charged as Follows: ****

D06 - AGREEMENT	495.00	Blocks - Deeds - $300	900.00	Tax Affidavit TP 584	5.00
Recording Charge:	1,400.00				

	Amount	Consideration Amount	RS#/CS#				
Tax-Transfer	0.00	0.00	RE 9702	Basic	0.00	Spec ASST	0.00
GLEN COVE				Local NY CITY	0.00	Spec ADDL SONYMA	0.00
				Additional MTA	0.00	Transfer	0.00
Tax Charge:	0.00						

Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	21	A	431		GLEN COVE
2	21	A	542		GLEN COVE
3	21	A	543		GLEN COVE
4	21	A	544		GLEN COVE
5	21	A	545		GLEN COVE
6	21	A	459		GLEN COVE
7	21	A	541		GLEN COVE
8	21	A	546		GLEN COVE
9	21	A	561		GLEN COVE
10	21	A	562		GLEN COVE
11	21	A	567		GLEN COVE
12	21	A	568		GLEN COVE
13	21	A	569		GLEN COVE
14	21	A	580		GLEN COVE
15	21	A	592		GLEN COVE

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

File Information:
Document Number: 2016- 00119669
Receipt Number: 471919
Recorded Date/Time: December 02, 2016 04:05:16P
Book-Vol/Pg: Bk-D VI-13444 Pg-182
Cashier / Station: 0 GJS / NCCL-CCH1FP2

Record and Return To:
FARRELL FRITZ
1320 RXR PLAZA
UNIONDALE NY 11556

Maureen O'Connell
County Clerk Maureen O'Connell

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326921

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 142
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326697

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 542
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326824

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 543
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326843

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 545
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326889

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 459
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326908

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 541
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326966

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 648
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326989

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 661
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326862

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 662
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326790

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 14
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326980

Dear EAST COAST ABSTRACT :

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 649
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326803

Dear EAST COAST ABSTRACT INC.:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 650
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326738

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 12
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326941

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: A
Lot: 114
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326713

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: 259
Lot: 4
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326704

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: 259
Lot: 3
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lot. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326730

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: 259
Lot: 1
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conforms with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326688

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 21
Block: 259
Lot: 2
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

Letter No: 16-326932

Dear EAST COAST ABSTRACT:

On 11/28/2016, I, James E. Davis, Nassau County Acting Assessor, hereby verify that the Legal Identification (Nassau County Tax Map Number) for this property is accurate and is identified on Nassau County Land and Tax Maps as:

Section: 31
Block: G
Lot: 311
Condo:
Unit:

Pursuant to Section 6-33.0 of the Nassau County Administrative Code, this verification letter shall be presented for recording pursuant to Title A of Chapter 19 of this Code.

Sincerely Yours,

James E. Davis
Nassau County Acting Assessor
240 Old Country Rd.
Mineola, NY 11501

** Please note, the County Assessor and County Clerk Databases are formatted differently and may have different place holders for section, block, and lots. Accordingly, please ensure your section, block and lot conform with the official record of the Nassau County Clerk.

21
A
131
542
543
544
545
59
41
148
61
62
87
88
89
90
92
94

1
59

1
3

1
5
17

GARVIES POINT
PERPETUAL AND EXCLUSIVE
PUBLIC USE EASEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement"), made the 22nd day of November, 2016, by **RXR GLEN ISLE PARTNERS LLC**, a Delaware limited liability company authorized to do business in the State of New York, having offices at 625 RXR Plaza, Uniondale, New York 11556 (the "Company") and **GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 9-13 Glen Street, Glen Cove, New York 11542 (the "Agency," and together with the Company, the "Parties").

WHEREAS, pursuant to that certain Contract for Sale of Land for Private Development by and among the Agency, Glen Cove Community Development Agency ("GCCDA"), and Glen Isle Development Company, LLC (as assigned to the Company), dated as of May 14, 2003, as amended (the "Land Disposition Agreement"), the Agency is to take actions under the New York Urban Renewal Law and as otherwise permitted by law to effectuate the Urban Renewal Plan established by the GCCDA, and on or about the date hereof, the Agency has transferred to the Company by bargain and sale deed (the "Deed") approximately 44 acres of land located on Garvies Point Road, Herb Hill Road and Dickson Street in the City of Glen Cove, New York (the "City") as more accurately described in **Schedule A** attached hereto (the "Land") (the Land shall also include any additional lands acquired by the Company for the Project defined below); and

WHEREAS, the Company is the redeveloper of the mixed-use waterfront project known as Garvies Point (the "Project"), encompassing approximately 56 acres on the north side of Glen Cove Creek in the City; and

WHEREAS, under the terms of the Deed, the Agency obtained a perpetual exclusive easement in favor of and for the benefit of the Agency, its successors and assigns, and the general public, including the right to assign or dedicate such easement to the City, for public use of the public use easement areas within the Project, as more particularly set forth in **Schedule B** (the "Public Use Easement Areas," which are also depicted on the Public Use Easement Map on file with the Agency), and the Public Use Improvements (defined below), which easement is being documented by this Garvies Point Perpetual and Exclusive Public Use Easement (the "Public Use Easement"); and

WHEREAS, in furtherance of the development of the Project, the Agency will construct or cause to be constructed, and own, certain public improvements on the Public Use Easement Areas, including, among other matters, parks and playgrounds, an esplanade, underground utilities, wetlands, marine bulkheads, marinas, boardwalks and other walkways, an amphitheater, an ecology pier, landscaping, lighting, roadways, and other public improvements, infrastructure and amenities (collectively, the "Public Use Improvements," as described in **Schedule C**); and

WHEREAS, the Agency will cause the Public Use Improvements to be constructed on the Public Use Easement Areas under the terms of a Public Use Improvements Construction and Funding Agreement, dated on or about the date hereof; and

Record + Return to:
Farrell Fritz P.C.
1320 RXR Plaza
Uniondale NY 11556

WHEREAS, the Public Use Easement Areas and Public Use Improvements shall be available for use by the general public and the residents of the City of Glen Cove, all of whom shall have access in, over and to the Public Use Easement Areas and the Public Use Improvements as defined in this Public Use Easement; and

WHEREAS, on the private improvement areas of the Land and additional parcels acquired by the Company, as described in **Schedule D** (the "Private Use Improvement Areas") which Private Use Improvement Areas are to be the subject of a lease from the Company to the Agency (the "Lease") with a related leaseback from the Agency to the Company (the "Leaseback"), the Company will or its successors in interest will construct improvements consisting of approximately 1.72 million square feet of space comprising: (i) approximately 1.65 million square feet of space containing a total of up to approximately 486 rental residential units, 513 for sale residential condominium units, and 111 workforce housing units (55 for rent and 56 for sale) (collectively, "Residential Units"), and (ii) approximately up to 75,000 square feet of retail, restaurant, cultural and related space (collectively, the "Commercial Space", and together with the Residential Units, the "Private Use Improvements").

NOW THEREFORE, for and in consideration of these promises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Agency hereby covenant and agree as follows:

1. Easement in Favor of the Agency and the Public. The Company acknowledges that the Agency obtained in the Deed and under this Easement Agreement a perpetual exclusive easement in favor of the Agency, its successors and assigns, including the right to assign or dedicate such easement, in whole or part, to the City, for public use of the Public Use Easement Areas and Public Use Improvements. To memorialize said rights, subject to the terms of this Easement Agreement, the Company does hereby grant, bargain, sell and convey in perpetuity to the Agency, its successors and assigns, for the benefit of the public in general, the following exclusive easements:

a. a perpetual exclusive easement in favor of Agency, its successors and assigns, including the right to assign or dedicate such easement, in whole or part, to the City, for public use of, access to, and passage across and over the Public Use Easement Areas, together with a perpetual exclusive easement for public use of the Public Use Improvements constructed thereon; and

b. a permanent non-exclusive easement, in favor of Agency, its successors and assigns, for the benefit of the Public Use Easement Areas, including the right to assign or dedicate such easement to the City, subject to not interfering with improvements or contemplated future uses, existing or proposed from time to time, to install, construct, extend, replace, relocate, operate, repair, inspect, maintain, renew, and change the size of any and all electric, telephone, cable, water, storm water, waste water and natural gas facilities (including lines, conduit, cable and piping) and other utilities as reasonably necessary for the transmission and/or distribution of electric, telephone, cable, water, storm water, waste water, and natural gas and other utilities over those portions of the Public Use Easement Areas conveyed herein, as well as unencumbered and unobstructed ingress and egress of vehicular and pedestrian traffic in, on, over, under, along,

through, upon and across such portions of the Public Use Easement Areas to operate, maintain, repair, replace and upgrade the same,

TO HAVE AND TO HOLD FOREVER (collectively, the "Easement") for passive and active recreational purposes and other activities commensurate with other public recreational and open space lands, it being intended that the Easement shall run with the land, be binding on and enforceable against the Company, its successors and assigns, and constitute an easement in gross encumbering the Public Use Easement Areas in perpetuity, with the obligation to provide publically accessible land and improvements as described in **Schedule B** and **Schedule C** to this Easement. The use and development of the Public Use Easement Areas shall be restricted to that which is consistent with the purposes of this Easement Agreement.

2. Agency Ownership and Control of the Public Use Improvements.

a. The Company, its successors and assigns, shall be considered owners for tax and other reporting purposes of all the land comprising the Public Use Easement Areas, and shall provide public access to the Public Use Easement Areas as provided in this Easement Agreement.

b. The Agency shall be considered the owner for tax and other reporting purposes of all the Public Use Improvements within the Public Use Easement Areas.

c. The Company acknowledges that it is not entitled to, and will not take, any tax position that is inconsistent with the Agency with respect to the Agency's ownership of the Public Use Improvements. The Company shall not take any depreciation or amortization, investment tax credit, or deduction for any rent payment with respect to the Public Use Improvements.

d. The Agency shall be in control of and responsible for the maintenance, repair, replacement, reconstruction, operation and management of the Public Use Improvements within the Public Use Easement Areas, provided that the Agency shall use reasonable efforts to consult with the Company, solely in an advisory capacity, and other parties as the Agency deems appropriate in its sole discretion, with respect to, among other things, permitted and prohibited uses, hours of operation, Special Events (as defined below), rules and regulations, and temporary interruptions in use of the Public Use Easement Areas. Such maintenance and repair shall include keeping and maintaining the Public Use Easement Areas and Public Use Improvements in good order and in a clean and safe condition, and making all necessary capital expenditures and replacements.

e. The Agency may, in its sole discretion, enter into a Maintenance Agreement with a third party having adequate experience in maintaining similar types of public easement areas and/or public use improvements for the performance of such services on behalf of the Agency, in form and substance substantially similar to the conceptual Maintenance Agreement in **Schedule E**, together with such changes as shall be mutually agreed upon by the Agency and such third party.

f. The Agency shall have the right in its sole discretion to establish, modify and change reasonable rules and regulations, including, but not limited to, fees, hours of operation,

and permitted and prohibited uses, pertaining to the use of the Public Use Easement Areas and the Public Use Improvements.

g. The activities, uses and conduct permitted within the Public Use Easement Areas shall comply with all laws and regulations of the City of Glen Cove, as well as any other federal, state, county or local agency having jurisdiction over all or any part of the Public Use Easement Areas or the uses thereof.

h. No use of the Public Use Easement Areas or the Public Use Improvements shall be permitted which, in the reasonable opinion of the Agency, is or is likely to become inconsistent with the purposes of this Public Use Easement.

i. Use of the Easement granted hereunder shall be subject in the reasonable opinion of the Agency to temporary interruptions caused by periods of repair, reconstruction or alteration or by fire, acts of God, or other casualty, civil commotion, governmental regulation, or orders, security considerations or other causes rendering the use of the same temporarily unfit or inappropriate for normal use, provided, that such restriction shall be limited to the minimum variation necessary to afford the level of protection that the Agency deems necessary.

3. Permitted and Prohibited Uses Within Public Use Easement Areas

a. The Public Use Easement Areas shall remain open and accessible to the public pursuant to the Public Use Easement as set forth in this Agreement. The uses allowed and prohibited in the Public Use Easement Areas shall be similar to those permitted in other public lands and public open spaces in comparable mixed use public-private waterfront developments, as well as in City of Glen Cove parks and other City public spaces.

b. In furtherance of the purposes of this Easement Agreement, and subject to the restrictions contained herein, the general public may use the Public Use Easement Areas and the Public Use Improvements for any use not inconsistent with the terms of this Easement Agreement.

c. The Glen Cove City School District (the "School District") and Company shall work together in good faith to establish an Environmental Education Program, or comparable educational program (the "Educational Program") in the Public Use Easement Areas for the benefit of the pupils attending the Glen Cove schools, including, but not limited to, assisting in programming and arranging for educational activities in the Public Use Easement Areas. The Agency shall use reasonable efforts to provide the School District with a non-exclusive location and habitable space within the Public Use Easement Areas (or the Company shall use reasonable efforts to provide an equivalent area within the Private Use Improvements Area) that is reasonably suitable year-round for operating the Educational Program, at no cost to the School District. The Educational Program described herein shall constitute, in perpetuity, a permitted use within the Public Use Easement Areas.

d. The Public Use Easement Areas shall not be used for an activity or in a manner which injures, endangers or unreasonably disturbs the comfort, peace, health or safety of any person, or disturbs or causes injury to plant, animal life, or Glen Cove Creek or Hempstead

Harbor, or causes damage to the Public Use Easement Areas, the Private Use Improvement Areas or any person.

e. The following uses shall be prohibited on the Public Use Easement Areas: (i) amplified speech or music, except when such uses shall be permitted in connection with a special event permitted by the Agency or its designee ("Special Event"); (ii) alcoholic beverages (except at Special Events or approved private events, e.g., weddings); (iii) open fires or cooking of any kind, except when such uses shall be permitted in connection with Special Events; and (iv) other uses reasonably determined by the Agency as not compatible with the Public Use Easement.

4. Hours of Operation of Public Use Easement Areas.

a. Upon the completion of the Public Use Improvements, the Public Use Easement Areas shall immediately be open and accessible to the public without charge or fee (except as hereinafter provided), seven (7) days per week, beginning at 7:00 A.M.

b. The Public Use Easement Areas shall be closed at dusk for active and group uses, provided that certain Special Events (described below) may end at other reasonably appropriate times as determined by the Agency consistent with preservation of the character of the Public Use Easement Areas and surrounding areas and commensurate with similar publicly accessible venues adjacent to residential uses.

c. Walking and other passive uses within the Public Use Easement Areas, including, but not limited to, the approximately 1-mile esplanade along Glen Cove Creek and other paths and walkways, shall be permitted until 10:00 p.m.

d. The Agency may temporarily close to the public the Public Use Easement Areas at any time for maintenance, repair and replacement work, and the temporarily closed areas shall be reopened to the public promptly after such repairs are complete.

e. At such times as the Public Use Easement Areas, or any portion thereof, are closed, they shall be closed to all members of the public, without exception.

f. The Company shall have the right, in its sole discretion, to close the Public Use Easement Areas to the public for one day, or such other time period as shall be required by law, to prevent a public dedication of the Public Use Easement Areas, other than a Saturday, Sunday or a public holiday, on the same date in January of each calendar year (or as near to such date as possible) to preserve the Company's ownership interest in the Public Use Easement Areas. The Company shall notify the Agency and the City no less than 90 days in advance of such date, and the City and the Agency shall have the right to move such date, as necessary to preserve existing and planned uses of the Public Use Improvements.

5. Management of Public Use Easement Areas.

a. In general.

(i) The Agency shall be responsible for the management of the Public Use Improvements and the Public Use Easement Areas, including, but not limited to, the scheduling and conducting of Special Events (as defined below) within the Public Use Easement Areas, and establishing fees in relation thereto (the "Management Parameters"). The Agency shall have the right, in its sole discretion, to designate the City, the City Parks Department (the "Parks Department"), any other City agency or department, or a third-party management company, to fulfill all or a portion of the management responsibilities described hereunder, upon written notice to, but not approval of, the Company.

(ii) The Agency shall provide or cause to be provided all services required for managing the Public Use Easement Areas and the Public Use Improvements.

(iii) The Agency shall consult with the Company, solely in an advisory capacity, and with other parties as the Agency deems appropriate, to develop and implement a program within the Agency's sole discretion of year round public activities and events within the Public Use Easement Areas, including, but not limited to, arts, music, cultural events, theater, outdoor movies, farmer's markets, holiday and community celebrations, children's events, sporting activities, and other programs meant to establish the Public Use Easement Areas as a regional destination.

(iv) The activities, uses and conduct permitted within the Public Use Easement Areas shall comply with all applicable laws and regulations of the City, in addition to being subject to the rules and regulations set forth in **Schedule F** annexed hereto (the "Rules and Regulations"). The Rules and Regulations set forth in **Schedule F** shall not be modified, amended, or superseded, except by written instrument executed by the Agency in its sole discretion.

(v) The Agency shall employ sufficiently experienced and qualified personnel to enable the Agency to fulfill its management obligations hereunder, and who will be courteous to the public and render the services required by this Agreement.

b. Special Events in general.

(i) The Agency, City, and members of the public shall have the right to undertake and implement special events and programs within the Public Use Easement Areas ("Special Events"), including, but not limited to, art programs, music, theater, movies, concerts, music and other festivals, exhibits, celebrations, holiday events, participatory neighborhood events, political functions, fundraising events, events having program or event sponsors, farmers' markets, and other cultural and similar activities, as well as private events, all of which, except private events, shall be open to the general public as appropriate for the specific event, in accordance with the procedures provided below.

(ii) The Agency and City may undertake and implement Special Events in their sole discretion.

(iii) No member of the public shall be prohibited from entering or using the Public Use Easement Areas during a Special Event during the hours the Public Use Easement Areas are open to the public, unless the Special Event is an approved private event by a private sponsor.

(iv) The Agency shall arrange with the City for reasonable police protection at any Special Event commensurate with the anticipated size, scope and nature of the Special Event.

c. Special Events by member of the public.

(i) In order for a member of the public to sponsor and receive a permit to hold a Special Event within the Public Use Easement Areas, such person, organization or entity (the "Sponsor") shall prepare and submit an application to the Parks Department no later than fifteen (15) days prior to the date of such Special Event, together with all other required information and fees (collectively, the "Special Event Application").

(ii) The Parks Department shall promptly review such Special Event Application(s) to consider and determine whether to approve any proposals or requests for Special Events. The Parks Department shall not approve a Special Event which could reasonably be expected to threaten the public health, safety or welfare, violate the provisions of Section 3 hereof, violate the Rules and Regulations set forth in **Exhibit F**, or unduly disturb or interfere with the character of the Garvies Point mixed-use neighborhood, or the use and enjoyment of the Project by its residents, or the School District's use of the premises. The allowable uses and noise levels within the Public Use Easement Areas shall be commensurate with similar publicly accessible venues adjacent to residential uses.

(iii) Cleaning up after any Special Event shall be the sole responsibility of the Sponsor, and shall be completed on the same day or evening of the Special Event or as soon thereafter as reasonably practicable. The Sponsor shall also be responsible for all lighting and electric consumption costs.

(iv) The Parks Department shall establish rules and regulations requiring the Sponsor to provide insurance certificates, and indemnify the Agency and City in connection with the Special Event, commensurate with the insurance and indemnification policies of other public lands in the City of Glen Cove and other nearby communities (including potentially waivers of insurance and indemnification requirements, depending on the scale and nature of the Special Event).

(v) The Parks Department may establish a reasonable fee schedule for Sponsors of different types of Special Events, commensurate with fees charged for use of other public lands in the City of Glen Cove and other nearby communities. The fee schedule may distinguish between City residents and non-residents, and weekend and weekday rates. The City shall retain all permit fees.

(vi) The Parks Department may establish a schedule requiring a Sponsor to post security reasonably satisfactory to the Parks Department for the purpose of insuring the

security, cleanup, lighting and electric costs, and repair of the Public Use Easement Areas necessitated by such Special Event.

d. Rules and Regulations. The activities, uses and conduct permitted within the Public Use Easement Areas shall comply with all applicable laws and regulations of the City, including the Parks Department, as well as the Rules and Regulations. The Rules and Regulations may be modified or amended from time to time upon a written instrument executed by the Agency in its sole discretion. The Rules and Regulations may include, but are not limited to, policies and requirements relating to Special Events, permissive and prohibitive uses in the Public Use Easement Areas, fees, maximum capacity, and hours of operation.

e. Illumination. All pedestrian walkways, including the esplanade, shall be illuminated throughout the night, and at not less than the same level of illumination at which comparable waterfront public parks and open spaces are illuminated.

f. Concessions. As used in this Agreement, the term "concessions" shall mean any service or goods provided in the Public Use Easement Areas pursuant to one or more concession agreements. The Agency shall have the right to operate and maintain, or to permit others to operate and maintain, any and all concessions in the Public Use Easement Areas, provided that the type, location and design of such concessions have been approved by the Agency. All concession agreements shall be subject to the provisions of **Schedule G** hereof.

6. Additional Improvements. The Agency and Company shall not unilaterally build any new and additional improvements within the Public Use Easement Areas without the consent and approval of the other party, which consent and approval shall be granted so long as under a reasonableness standard the proposed additional improvement(s) would be consistent with (i) the preservation of the character of the Project's mixed-use residential, commercial and public recreational neighborhood along the City's waterfront, and the School District's use of the Public Use Easement Areas, and (ii) the Parties' mutual objective for adequate green open space to exist within and be spread throughout the Public Use Easement Areas.

7. After-Acquired Property. Any additional land acquired by the Company for the Project after the Effective Date of this Easement Agreement which is contemplated to be included within the Public Use Easement Areas as shown on the Public Use Easement Map on file with the Agency, shall automatically be subject to the terms and conditions of this Easement Agreement immediately upon such acquisition. Written notice of said acquisition shall be provided to the Agency within forty-eight (48) hours thereof. Upon the Company's acquisition of all of the additional land contemplated to be included within the Public Use Easement Areas, this Easement Agreement shall be amended to include all Public Use Easement Areas in **Schedule B**, and shall be re-recorded to encumber same.

8. Environmental Compliance. The Company shall implement, at its own cost, all Site Management Plans ("SMPs"), Environmental Easements ("EEs"), Records of Decision ("RODs"), and other requirements of United States Environmental Protection Agency and/or New York State Department of Environmental Conservation with respect to all the land comprising the Public Use Easement Areas (as owners thereof), both during and post-construction, including, but not limited to, implementation of all required Engineering and

Institutional Controls, as well as all inspection, monitoring, reporting, certifications, and operation and maintenance obligations set forth in the SMPs, EEs, and/or RODs.

9. Insurance; Waiver of Claims.

a. Each Party shall purchase and maintain (or cause to be purchased and maintained, or provide evidence that the Agency or the City have self-insured), at its sole cost and expense, insurance covering the Public Use Easement Areas and related Public Use Improvements, as follows: (i) one or more policies of insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than $1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and $2,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed by any applicable workers' compensation law. Such liability insurance may be written with deductible amounts not exceeding $10,000. Such liability insurance requirements may be satisfied by blanket policies in the aggregate amount of not less than $25,000,000 or, with respect to the Agency, by self-insuring the above referenced insurance coverages or being included on a policy maintained by the City of Glen Cove or insurance program maintained by City of Glen Cove (including the City's self-insurance); or (ii) such other insurance policies as are generally carried by prudent owners and operators of facilities in and around the City of Glen Cove that are comparable to the Public Use Easement Areas, in amounts maintained by such owners and operators. All such policies of insurance shall name the Agency, the City and the Company as additional insureds. Each Party agrees to deliver to the other certificates of insurance (or documentation of self-insurance) evidencing the coverage required under this Section 9 (including periodic renewals thereof) upon completion of the Public Use Improvements and prior to public access to the Public Use Easement Areas, and on each anniversary thereof.

b. Subject to compliance with Section 9 of this Easement Agreement, the Parties hereto for themselves and on behalf of their successors and assigns, hereby waive any and all rights of recovery, claims, actions or causes of action, against the other party or its successors, assigns, officials, officers, volunteers, agents or employees, by subrogation or otherwise, for any loss or damage that may occur on the Public Use Easement Areas by reason of fire, the elements or any other cause which could be insured against under the terms of special form property insurance policies (whether or not such insurance is actually maintained), REGARDLESS OF CAUSE OR ORIGIN and covenants that no insurer shall hold any right of subrogation against such party.

c. In the event that the Public Use Improvements are damaged or destroyed in whole or in part by any fire or other casualty in a manner that creates an impediment to the Agency's use of the Easement, the Agency shall, or shall cause, at its sole cost and expense and within a reasonable time, promptly commence and thereafter diligently pursue to completion the repair or restoration of the Public Use Easement Areas to the condition immediately preceding such fire or other casualty (subject to applicable legal requirements at such time). The Agency shall insure the Public Use Improvements against casualty loss in an amount equal to the replacement cost of the Public Use Improvements, without provision for co-insurance.

d. The Company shall obtain an environmental insurance policy, naming the Agency and the City as additional insureds, to cover the risk of certain costs and damages associated with soil and/or groundwater contamination in the Public Use Easement Areas (as and when the Company acquires title to such property). The Company shall obtain coverage limits under the policy of $25 million per occurrence and in the aggregate for certain new and preexisting conditions, with a $100,000 per incident deductible. The foregoing environmental insurance policy shall cover (i) legally-required cleanup costs/remediation expenses arising from discovery of unknown pre-existing pollution conditions, re-opening of closed cleanup matters, or new pollution conditions in the Public Use Easement Areas; (ii) third-party claims for bodily injury and property damage arising from such pollution conditions in the Public Use Easement Areas; (iii) pollution conditions associated with transportation by third-party transporters of covered pollution conditions from the Public Use Easement Areas; (iv) pollution conditions associated with use of non-owned disposal sites by the Company; and (v) costs of legal defense with regard to claims relating to the foregoing. The Company shall also have the right to cover other portions of the Project under such environmental insurance policy.

10. Remedies in the Event of Default. In the event either party shall default in the performance of its obligations hereunder then the non-defaulting party may seek such remedies as may be available at law or in equity, including an action for damages or specific performance, provided, however, that the covenants contained herein are independent of the grant of the Easement and, accordingly, the Easement granted hereunder is in no way subject to termination in the event of any such default by either party. Notwithstanding the foregoing, in no event shall either party be entitled to recover special, consequential or punitive damages.

11. Limitation on Liability. Notwithstanding any other term or condition contained in this Easement Agreement:

a. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or City of Glen Cove, New York, and neither the State of New York nor City of Glen Cove, New York shall be liable hereon. All obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Master Tax Agreement dated the date hereof, and neither the members of the Agency nor any person executing this Easement Agreement on its behalf shall be liable personally under this Easement Agreement. Any judgment or decree in favor of the Company or its successors or assigns shall be enforceable against the Agency only to the extent of its interest in the Public Use Improvements, and any such judgment shall not be subject to execution on or by a lien on assets of the Agency other than its interest in the Public Use Improvements.

b. No order or decree of specific performance with respect to any of the obligations of the Company hereunder shall be sought or enforced against the Company unless the party seeking such order or decree shall first have requested the Company in writing to take the action sought in such order or decree of specific performance, and thirty (30) days shall have elapsed from the date of receipt of such request, and the Company shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than thirty (30) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period.

12. Indemnification. Each party hereto (the "Indemnifying Party") hereby agrees, to the extent permitted by law, to protect, indemnify, defend with counsel selected by the Indemnifying Party and reasonably consented to by the other party hereto (the "Indemnified Party"), and hold harmless the Indemnified Party and its officers, directors, employees, affiliates, agents, and successors and assigns (collectively, the "Indemnified Party's Related Parties") from and against any and all claims, liabilities (including sums paid in settlement of claims), losses, costs, obligations, demands, suits, liens, damages (excluding consequential and punitive damages except to the extent payable to third parties) fines, penalties (including any sums ordered to be paid by the Indemnified Party's Related Parties by any governmental authority as a fine, penalty or damages for any violation of any environmental law), environmental investigation, remediation, response, operations and maintenance costs, institutional control costs, assessments, forfeitures, actions, defenses, administrative proceedings (including informal proceedings), judgments, orders, equitable relief, expenses (including experts' and consultants' fees and costs), attorney's fees and expenses (including any fees and expenses incurred in enforcing or interpreting this Easement Agreement), and claims (including third party claims for personal injury or real or personal property damage) of any kind or nature whatsoever sought from or asserted against the Indemnified Party's Related Parties as the result of any act or omission on the part of the Indemnifying Party or any party under its control, or any failure on the part of any such party to fully and timely observe and perform its obligation under this Easement Agreement or as a result of any fact, circumstance, condition or occurrence related to the Public Use Easement Areas and the Easement. This section shall survive the termination of this Easement Agreement.

13. Agency's Self Help. If the Company shall default in the performance or observance of any agreement or condition in this Easement Agreement contained on its part to be performed or observed, and if the Company shall not cure such default within forty-eight (48) hours after notice from the Agency specifying the default (or, if such default shall reasonably take more than forty-eight (48) hours to cure, and Company shall not have commenced the same within the forty-eight (48) hours and diligently prosecuted the same to completion), the Agency may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Company and any amount paid or any contractual liability incurred by the Agency in so doing shall be deemed paid or incurred for the account of the Company and the Company shall promptly reimburse the Agency therefor and save the Agency harmless therefrom. Provided, however, that the Agency may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to the Company if an emergency situation exists, or after notice to the Company, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Public Use Easement Areas or the Easement or to prevent injury or damage to persons or property.

14. Easement in Gross. The Easement granted pursuant to this Easement Agreement and all other rights, protections, benefits and remedies granted or otherwise available under this Easement Agreement shall burden the Public Use Easement Areas in perpetuity, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall be considered an easement in gross assignable by the Agency to the City of Glen Cove or other qualifying public body approved from time to time by bond counsel to the Agency so as to assure the tax-exempt nature of any bonds issued in connection with the Project.

15. Parties-in-Interest. The Company has formed a master homeowners' association consisting of all of the development parcels located in the Private Use Improvements Areas. The board of directors of said master homeowners' association shall adopt a written resolution expressly accepting and assuming all of the responsibilities of the Company hereunder (and the resolution shall be provided to the Agency). The Company shall not convey any portion of the Public Use Easement Areas to a third party hereunder or assign any of its rights and obligations under this Easement to any person, firm or corporation, without the prior consent of the Agency, which consent shall not be unreasonably withheld, delayed or denied.

16. Priority of Easement. This Easement Agreement and the Easement provided herein shall only be subject to the Deed to be recorded as of the date of this Easement Agreement, and any environmental easements recorded or required to be recorded against the Land. This Easement Agreement and the Easement shall not be subordinated to any other interest, except by operation of law or those encumbrances to which the Deed was subject.

17. Third-Party Beneficiary. The City of Glen Cove shall be a third-party beneficiary of this Easement Agreement, and may file suit or take any other appropriate action necessary to enforce the terms and conditions of this Easement Agreement.

18. Effective Date. This Easement Agreement shall become effective when it is duly recorded in the Office of the Nassau County Clerk (the "Effective Date"), and shall continue in effect in perpetuity.

19. Headings. The headings and captions used in this Easement Agreement are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Easement Agreement, nor affect the meaning thereof.

20. Number and Gender of Words. Whenever in this Easement Agreement the singular number is used, the same shall include the plural whenever appropriate, and vice versa; and words of any gender in this Easement Agreement shall include each other gender whenever appropriate.

21. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: Glen Cove Industrial Development Agency
City Hall
9-13 Glen Street
Glen Cove, New York 11542
Attention: Reginald A. Spinello, Chairman

With Copy To:

Glen Cove City Attorney
City Hall
9-13 Glen Street
Glen Cove, New York 11542
Attention: Charles McQuair, Esq.

And

Zarin & Steinmetz
81 Main Street, Suite 415
White Plains, New York 10601
Attn: Michael D. Zarin, Esq.

And

Phillips Lytle LLP
1205 Franklin Avenue
Garden City, New York 11530
Attn: Milan K. Tyler, Esq.

To the Company: RXR Glen Isle Partners, LLC
625 RXR Plaza
Uniondale, New York 11556
Attention: Mr. Frank Haftel

With Copy To: Rivkin Radler, LLP
926 RXR Plaza
West Tower
Uniondale, New York 11556
Attention: Edward Ambrosino, Esq.

And

Farrell Fritz, P.C.
1320 RXR Plaza
Uniondale, New York 11556
Attention: Peter L. Curry, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

22. Governing Law. This Easement Agreement is being executed and delivered, and is intended to be performed, in the State of New York, and the laws of such state shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of this Easement Agreement.

23. Entirety and Amendments. This Easement Agreement embodies the entire agreement between the parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended from time to time only by an instrument in writing executed by the parties hereto.

24. Supersession. To the extent that any term or condition of this Easement Agreement is inconsistent with any term or condition in any fully executed agreement by the Parties relating to the Project, the terms and conditions of this Agreement shall control.

25. Multiple Counterparts. This Easement Agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Easement Agreement, it shall not be necessary to produce or account for more than one such counterpart.

26. Certificates. The parties hereto agree that they will, from time to time, upon request by any party, execute and deliver a statement in recordable form certifying that this Easement Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified and describing each modification); and that, if true, no party is in default; and further containing such other information as the party requesting such certificate may reasonably request.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement, intending that the same be recorded in the Office of the Clerk of the County of Nassau, as of the day and year first above written.

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Reginald A. Spinello
Title: Chairman

RXR GLEN ISLE PARTNERS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement, intending that the same be recorded in the Office of the Clerk of the County of Nassau, as of the day and year first above written.

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Reginald A. Spinello
Title: Chairman

RXR GLEN ISLE PARTNERS, LLC

By: _____
Name: Michael Maturo
Title: Authorized Person

State of New York)
) ss.:
County of Nassau)

On the 17th day of November in the year 2016, before me, the undersigned, personally appeared Reginald A. Spinello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BRAD K. SCHWARTZ
Notary Public, State of New York
No. 02SC6337897
Qualified in Westchester County
Commission Expires 02/28/2020

State of New York)
) ss.:
County of Nassau)

On the _____ day of November in the year 2016, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
) ss.:
County of Nassau)

On the _____ day of November in the year 2016, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York)
) ss.:
County of Nassau)

On the 17th day of November in the year 2016, before me, the undersigned, personally appeared Michael Metz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DAWN M. KENNY
Notary Public, State of New York
No. 01KE5040363
Qualified in Nassau County
Commission Expires March 13, 2019

Schedule A to this Easement (the "Land")

Schedule B to this Easement (the "Public Use Easement Areas," as described in the accompanying metes and bounds description)

Schedule C to this Easement (the "Public Use Improvements")

Schedule D to this Easement (the "Private Use Improvements Areas")

Schedule E to this Easement (the "Maintenance Agreement")

Schedule F to this Easement (the "Rules and Regulations")

Schedule G to this Easement (the "Safe-Harbor Management Contract Guidelines Summary")

SCHEDULE "A"

LAND CONVEYANCE PARCEL 1:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, in the County of Nassau and State of New York, bounded and described, as follows:

BEGINNING at a point on the westerly line of Dickson Lane distant the following courses and distances from the extreme southwesterly end of the curve which connects the new westerly line of Dickson Lane, as conveyed to the City of Glen Cove, with the new northwesterly line of Garvies Point Road, as conveyed to the City of Glen Cove:

1. Generally northwesterly and northerly along the new northwesterly line of Garvies Point Road and the new westerly line of Dickson Lane, along the arc of a curve bearing to the left having a radius of 340.50 feet, a distance of 322.24 feet to a point of compound curve and on the new westerly line of Dickson Lane;

2. Along the new westerly line of Dickson Lane, as its winds and turns, the following six (6) courses and distances:

   a. Generally northerly, northwesterly and westerly along arc of a curve bearing to the left having a radius of 60.50 feet; a distance of 103.23 feet to a point;
   b. North 11 degrees 35 minutes 34 seconds west, 72.98 feet to a point;
   c. North 62 degrees 21 minutes 56 seconds east, 27.07 feet to a point;
   d. North 33 degrees 12 minutes 57 seconds east, 59.31 feet to a point;
   e. North 10 degrees 26 minutes 51 seconds west, 16.51 feet to a point; and
   f. North 84 degrees 28 minutes 06 seconds east, 14.04 feet to the present westerly line of Dickson Lane;

3. north 05 degrees 31 minutes 54 seconds west, along the present westerly line of Dickson Lane, 66.36 feet to a point;

4. north 11 degrees 15 minutes 54 seconds west, still along the present westerly line of Dickson Lane, 377.61 feet to the true point of beginning;

RUNNING THENCE from said true point of beginning south 80 degrees 48 minutes 11 seconds west, a distance of 273.92 feet to a point;

THENCE south 11 degrees 33 minutes 39 seconds east, a distance of 398.08 feet to a point;

THENCE south 78 degrees 26 minutes 21 seconds west, a distance of 200.00 feet to a point;

THENCE north 11 degrees 33 minutes 39 seconds west, a distance of 20.59 feet to a point;

THENCE south 78 degrees 26 minutes 21 seconds west, a distance of 320.22 feet to a point;

THENCE north 11 degrees 33 minutes 39 seconds west, a distance of 311.46 feet to a point in lands now or formerly of Fair Housing Development Fund Corp.

THENCE the following five (5) courses and distances along said lands now or formerly of Fair Housing Development Fund Corp.; .

1. north 78 degrees 34 minutes 21 seconds east, 193.47 feet;
2. .north 12 degrees 18 minutes 48 seconds west, 158.24 feet;
3. .north 03 degrees 22 minutes 06 seconds east, 140.00 feet;
4. north 33 degrees 52 minutes 06 seconds east, 80.00 feet; and
5. north 78 degrees 52 minutes 06 seconds east, 186.87 feet to a point to lands now or formerly of A. F. Kaufman, Inc.

THENCE along said lands now or formerly of A .F. Kaufman, Inc. the following (2) courses and distances:

1. south 11 degrees 15 minutes 54 seconds east, 179.70 feet;
2. north 80 degrees 48 minutes 06 seconds east, 324.31 feet to the present westerly line of Dickson Lane, and;

THENCE south 11 degrees 15 minutes 54 seconds east, along the present westerly line of Dickson Lane, 99.99 feet, more or less to the point or place of BEGINNING.

TOGETHER with the benefits, but subject to the burdens of that certain 25 foot wide right of way as granted and reserved by Creek Development Corp. to Edna Dorfman by deed dated December 22, 1956, recorded January 14, 1957 in Liber 6153 of Deeds page 244 and reserved over premises southerly by deed dated December 22, 1956 made by Creek Development Corp. to Frank Marmorale. The centerline of such right-of-way being described as beginning 50 feet northerly from the division line of Tax Lots 545 and 505 and running thence southerly along the division line between Tax Lots 545, 489, 505 and 643, 468 and 643 to the northerly line of Garvies Point Road.

SECTION: 21, BLOCK A LOTS: LOTS 431, 542 – 545

LAND CONVEYANCE PARCEL 2:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, in the County of Nassau and State of New York, bounded and described, as follows:

BEGINNING at the corner formed by the intersection of new southerly line of Herb Hill Road, as conveyed to the City of Glen Cove, with the new southerly line of Dickson Lane, a/k/a Garvies Point Road, as conveyed to the City of Glen Cove;

RUNNING THENCE north 64 degrees 46 minutes 34 seconds east, along the new southeasterly line of Herb Hill Road, 604.90 feet to a point;

THENCE north 21 degrees 45 minutes 39 seconds west, 9.17 feet to the present line of Herb Hill Road;

THENCE the following three (3) courses and distances along the present southeasterly line of Herb Hill Road;

1. north 69 degrees 42 minutes 40 seconds east, 14.76 feet to a point;
2. north 64 degrees 42 minutes 37 seconds east, 43.57 feet to a point;
3. generally northeasterly along the arc of a curve bearing to the left having a radius of 441.00 feet, a distance of 41.92 feet to a point;

THENCE south 21 degrees 45 minutes 39 seconds east, 374.08 feet to the northerly line of Glen Cove Creek; land the of United States of America;

THENCE along the said northerly line of Glen Cove Creek the following twelve (12) courses and distances:

1. south 57 degrees 57 minutes 27 seconds west, 258.08 feet to a point;
2. south 62 degrees 05 minutes 27 seconds west, 1.32 feet to a point;
3. north 21 degrees 50 minutes 53 seconds west, 8.70 feet to a point;
4. south 62 degrees 58 minutes 47 seconds west, 215.45 feet to a point;
5. south 62 degrees 05 minutes 27 seconds west, 333.70 feet to a point; and
6. south 62 degrees 25 minutes 57 seconds west, 244.81 feet to a point;
7. south 56 degrees 39 minutes 17 seconds west, 69.05 feet to a point;
8. north 33 degrees 20 minutes 43 seconds west, 13.15 feet to a point;
9. south 56 degrees 39 minutes 17 seconds west, 2360.55 feet to a point;
10. south 56 degrees 39 minutes 58 seconds west, 343.78 feet to a point;
11. north 33 degrees 49 minutes 42 seconds west, 34.79 feet to a point;
12. south 39 degrees 09 minutes 49 seconds west, 38.08 feet to a point in the mean high water line of Hempstead Harbor;

THENCE along said mean high water line of Hempstead Harbor the following eight (8) courses

and distances:

1. north 16 degrees 46 minutes 23 seconds west, 23.78 feet to a point;
2. north 10 degrees 26 minutes 35 seconds west, 27.46 feet to a point;
3. north 11 degrees 46 minutes 23 seconds west, 87.86 feet to a point;
4. north 22 degrees 07 minutes 05 seconds west, 29.15 feet to a point;
5. north 24 degrees 56 minutes 03 seconds west, 68.57 feet to a point;
6. north 60 degrees 45 minutes 29 seconds west, 100.11 feet to a point;
7. north 54 degrees 25 minutes 13 seconds west, 108.73 feet to a point;
8. north 70 degrees 53 minutes 18 seconds west, 203.16 feet to the new southerly line of Garvies Point Road;

THENCE along the new southerly line of Garvies Point Road, the following twenty-six (26) courses and distances:

1. north 44 degrees 42 minutes 14 seconds east, 163.72 feet to a point;
2. north 55 degrees 48 minutes 17 seconds east, 15.26 feet to a point;
3. generally southeasterly, easterly and northeasterly along the arc of a curve bearing to the left having a radius of 80.00 feet a distance of 239.33 feet to a point;
4. north 47 degrees 14 minutes 23 seconds east, 439.69 feet to a point or curve;
5. generally easterly along the arc of a curve bearing to the right having a radius of 341.50 feet a distance of 123.04 feet to a point;
6. north 67 degrees 52 minutes 59 seconds east, 106.46 feet to a point;
7. generally easterly along the arc of a curve bearing to the right having a radius of 566.50 feet, a distance of 62.00 feet to a point;
8. north 74 degrees 09 minutes 13 seconds east, 571.72 feet to a point of curve;
9. generally easterly along the arc of a curve bearing to the right having a radius of 766.50 feet, a distance of 303.47 feet to a point;
10. south 80 degrees 36 minutes 11 seconds east, 11.66 feet to a point; and
11. south 88 degrees 12 minutes 16 seconds east, 50.06 feet to a point;
12. south 78 degrees 57 minutes 57 seconds east, 66.42 feet to a point of curve;
13. generally southeasterly along the arc of a curve bearing to the left having a radius of 497.24 feet a distance of 55.74 feet to a point of compound curve;
14. generally southeasterly along the arc of a curve bearing to the left having a radius of 480.00 feet, a distance of 69.77 feet to a point;
15. south 74 degrees 42 minutes 09 seconds east, 31.02 feet to a point of curve;
16. northeasterly along the arc of a curve bearing to the left having a radius of 488.50 feet, a distance of 254.48 feet to a point;
17. north 57 degrees 47 minutes 20 seconds east, 131.23 feet to a point of curve;
18. generally northeasterly along the arc of a curve bearing to the left having a radius of 1038.50 feet, a distance of 81.38 feet to a point;
19. north 53 degrees 17 minutes 56 seconds east, 288.50 feet to a point;
20. north 23 degrees 52 minutes 35 seconds east, 8.14 feet to a point;
21. north 53 degrees 17 minutes 56 seconds east, 102.15 feet to a point of curve;

22. northeasterly along the arc of a curve bearing to the left having a radius of 409.50 feet a distance of 236.47 feet;
23. north 32 degrees 09 minutes 06 seconds east, 39.32 feet to a point;
24. north 05 degrees 31 minutes 54 seconds west, 31.30 feet to a point;
25. northeasterly along the arc of a curve bearing to the left having a radius of 409.50 feet a distance of 94.68 feet to a point; and
26. north 30 degrees 21 minutes 53 seconds east, 137.96 feet to the aforementioned corner, the point or place of BEGINNING.

SECTION 21 BLOCK 259 LOT 2 P/O LOT 3 & 4 4 8
SECTION 21 BLOCK A LOTS 459, 541, 648, 661, 662, 687, 688, 689, 690, 692 & 694

LAND CONVEYANCE PARCEL 3:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, in the County of Nassau and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the present easterly line of Dickson Lane and the southerly line of The Place;

RUNNING THENCE along the southerly line of The Place the following two (2) courses and distances:

1. north 58 degrees 57 minutes 06 seconds east, 160.36 feet to a point;
2. north 56 degrees 28 minutes 06 seconds east, 20.59 feet to a point to the lands now or formerly of Konica Imaging USA, Inc.;

THENCE the following two (2) courses and distances along said lands now or formerly of Konica Imaging USA, Inc.

1. south 17 degrees 57 minutes 24 seconds east, 409.28 feet to a point;
2. south 22 degrees 40 minutes 49 seconds east, 429.00 feet to the present northerly line of Herb Hill Road; and

THENCE south 64 degrees 43 minutes 51 seconds west, along the present northerly line of Herb Hill Road, 254.52 feet to the northeasterly line of Dickson Lane, as conveyed to the City of Glen Cove, (hereinafter the "new northeasterly line of Dickson Lane");

THENCE the following four (4) courses and distances along the new northeasterly and new easterly line of Dickson Place;

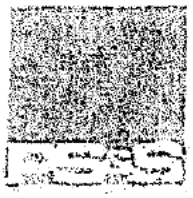
1. north 86 degrees 34 minutes 38 seconds west, 31.15 feet to a point;
2. north 52 degrees 14 minutes 56 seconds west, 29.24 feet to a point;
3. north 10 degrees 28 minutes 51 seconds west, 10.82 feet to a point;
4. south 84 degrees 28 minutes 06 seconds west, 12.66 feet to a point; to the present easterly line of Dickson Lane; and

RUNNING THENCE the following two (2) courses and distances along the present easterly line of Dickson Lane;

1. north 05 degrees 31 minutes 54 seconds west, 61.71 feet to a point; and
2. north 11 degrees 15 minutes 54 seconds west, 723.06 feet to the aforementioned corner the point or place of BEGINNING.

SECTION 31 BLOCK G LOT 617

SCHEDULE "B"



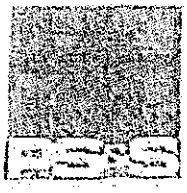
PROPOSED LOT 1 (PUBLIC AREA)
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the new southerly right-of-way of Garvies Point Road (variable width right-of-way) with the westerly line of Proposed Lot 2 as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 02°47'14" East a distance of 255.36 feet to a point, thence;
2. South 06°48'39" East a distance of 40.33 feet to a point, thence;
3. South 57°19'11" West a distance of 112.14 feet to a point, thence;
4. South 31°25'53" East a distance of 44.15 feet to a point, thence;
5. South 56°39'17" West a distance of 1105.69 feet to a point, thence;
6. South 56°39'58" West a distance of 343.78 feet to a point, thence;
7. North 33°49'42" West a distance of 34.79 feet to a point, thence;
8. South 39°09'49" West a distance of 38.08 feet to a point, thence;
9. North 16°46'23" West a distance of 23.78 feet to a point, thence;
10. North 10°26'35" West a distance of 27.46 feet to a point, thence;
11. North 11°46'23" West a distance of 87.86 feet to a point, thence;
12. North 22°07'05" West a distance of 29.15 feet to a point, thence;
13. North 24°56'03" West a distance of 68.57 feet to a point, thence;
14. North 60°45'29" West a distance of 100.11 feet to a point, thence;
15. North 54°25'13" West a distance of 108.73 feet to a point, thence;
16. North 70°53'18" West a distance of 203.16 feet to a point, thence;
17. North 44°42'14" East a distance of 163.72 feet to a point, thence;
18. North 55°48'17" East a distance of 15.26 feet to a point of cusp, thence;

678 Mountain Blvd Ext
PO Box 4636
Warren, NJ 07059

t. 732.560.9700



19. On a curve to the left having a radius of 80.00 feet, an arc length of 239.33 feet, whose chord bears North 67°41'56" East a chord distance of 159.55 feet to a point of cusp, thence;

20. North 47°14'23" East a distance of 30.82 feet to a point, thence;

21. South 42°45'37" East a distance of 53.36 feet to a point, thence;

22. South 21°26'14" West a distance of 63.50 feet to a point, thence;

23. South 42°45'37" East a distance of 135.50 feet to a point, thence;

24. South 47°14'23" West a distance of 21.00 feet to a point, thence;

25. South 42°45'37" East a distance of 96.50 feet to a point, thence;

26. South 47°14'23" West a distance of 31.00 feet to a point, thence;

27. South 42°45'37" East a distance of 110.10 feet to a point thence;

28. North 90°00'00" East a distance of 55.82 feet to a point, thence;

29. North 47°14'23" East a distance of 162.02 feet to a point, thence;

30. North 42°45'37" West a distance of 53.00 feet to a point, thence;

31. North 47°14'23" East a distance of 98.00 feet to a point, thence;

32. North 19°00'34" East a distance of 164.26 feet to a point, thence;

33. North 01°56'01" East a distance of 224.59 feet to a point, thence;

34. North 42°45'37" West a distance of 136.61 feet to a point, thence;

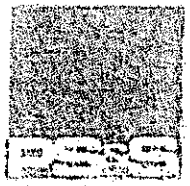
35. North 27°11'45" West a distance of 22.34 feet to a point of cusp, thence;

36. On a curve to the right having a radius of 341.50 feet, an arc length of 30.27 feet, whose chord bears North 65°20'37" East a chord distance of 30.26 feet to a point of tangency, thence;

37. North 67°52'59" East a distance of 106.46 feet to a point of tangency, thence;

38. On a curve to the right having a radius of 566.50 feet, an arc length of 62.00 feet, whose chord bears North 71°01'06" East a chord distance of 61.97 feet to a point of tangency, thence;

39. North 74°09'13" East a distance of 207.40 feet to a point, thence;



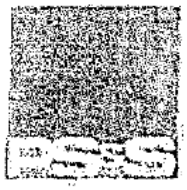
40. South 15°23'28" East a distance of 268.48 feet to a point, thence;
41. North 74°36'32" East a distance of 39.00 feet to a point, thence;
42. South 15°23'28" East a distance of 25.78 feet to a point, thence;
43. North 82°22'23" East a distance of 328.22 feet to a point, thence;
44. North 74°36'32" East a distance of 103.60 feet to a point, thence;
45. North 15°23'28" West a distance of 38.00 feet to a point, thence;
46. North 74°36'32" East a distance of 35.00 feet to a point, thence;
47. North 15°23'28" West a distance of 85.00 feet to a point, thence;
48. South 74°36'32" West a distance of 27.00 feet to a point, thence;
49. North 15°23'28" West a distance of 83.50 feet to a point, thence;
50. North 74°36'32" East a distance of 111.00 feet to a point, thence;
51. North 15°23'28" West a distance of 82.16 feet to a point, thence;
52. North 01°28'45" East a distance of 20.77 feet to a point of cusp, thence;
53. On a curve to the right having a radius of 766.50 feet, an arc length of 71.69 feet, whose chord bears South 85°50'29" East a chord distance of 71.67 feet to a point of cusp, thence;
54. South 80°36'11" East a distance of 11.66 feet to a point, thence;
55. South 88°12'16" East a distance of 25.08 feet to the **POINT OF BEGINNING.**

Containing an area of 591,652 square feet or 13.582 acres more or less.

Excepting from the above described Proposed Lot 1 (Public Area), Proposed Lot 1C, which is bounded and described as follows;

BEGINNING at a point, said point being North 65°38'16" East a distance of 16.92 feet from the terminus of course No. 7 of the above described Public Area 1, and running thence;

1. North 19°29'34" West a distance of 98.74 feet to a point, thence;
2. North 62°44'35" East a distance of 49.52 feet to a point of cusp, thence;



3. On a curve to the left having a radius of 41.00 feet, an arc length of 98.38 feet, whose chord bears North 83°59'59" East a chord distance of 76.42 feet to a point of cusp, thence;

4. South 33°30'24" East a distance of 78.81 feet to a point, thence;

5. South 56°29'36" West a distance of 117.83 feet to a point, thence;

6. North 77°44'56" West a distance of 33.08 feet to the **POINT OF BEGINNING.**

Containing an area of 12,277 square feet or 0.282 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



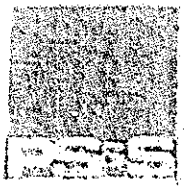
PROPOSED LOT 3 (PUBLIC AREA)
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the new southerly right-of-way of Garvies Point Road (variable width right-of-way) with the westerly line of existing Lot 14 as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. North 05°31'54" West a distance of 31.30 feet to a point of cusp, thence;
2. On a curve to the left having a radius of 409.50 feet, an arc length of 94.68 feet, whose chord bears North 04°13'11" East a chord distance of 94.47 feet to a point of cusp, thence;
3. North 30°21'53" East a distance of 126.65 feet to a point, thence;
4. South 25°03'29" East a distance of 243.08 feet to a point, thence;
5. North 64°58'21" East a distance of 36.06 feet to a point, thence;
6. South 25°03'54" East a distance of 32.31 feet to a point, thence;
7. North 64°56'10" East a distance of 165.92 feet to a point of curvature, thence;
8. On a curve to the right having a radius of 410.00 feet, an arc length of 38.46 feet, whose chord bears North 67°37'25" East a chord distance of 38.45 feet to a point of cusp, thence;
9. North 05°23'05" East a distance of 8.94 feet to a point, thence;
10. North 73°12'12" East a distance of 22.86 feet to a point, thence;
11. South 35°33'06" East a distance of 8.28 feet to a point of cusp, thence;
12. On a curve to the right having a radius of 410.00 feet, an arc length of 20.42 feet, whose chord bears North 75°46'40" East a chord distance of 20.41 feet to a point of reverse curvature, thence;

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700



13. On a curve to the left having a radius of 200.00 feet, an arc length of 56.99 feet, whose chord bears North 69°02'29" East a chord distance of 56.80 feet to a point of cusp, thence;

14. North 05°21'34" West a distance of 11.29 feet to a point, thence;

15. North 59°33'50" East a distance of 21.83 feet to a point, thence;

16. South 58°04'47" East a distance of 9.83 feet to a point of cusp, thence;

17. On a curve to the right having a radius of 90.00 feet, an arc length of 13.22 feet, whose chord bears North 60°43'40" East a chord distance of 13.21 feet to a point of tangency, thence;

18. North 64°56'10" East a distance of 218.59 feet to a point, thence;

19. North 25°03'44" West a distance of 279.00 feet to a point, thence;

20. South 64°56'10" West a distance of 8.46 feet to a point, thence;

21. North 25°13'26" West a distance of 12.51 feet to a point, thence;

22. North 64°46'34" East a distance of 14.32 feet to a point, thence;

23. North 21°45'39" West a distance of 9.17 feet to a point, thence;

24. North 69°42'40" East a distance of 14.76 feet to a point, thence;

25. North 64°42'37" East a distance of 4.89 feet to a point, thence;

26. South 25°03'44" East a distance of 240.44 feet to a point, thence;

27. North 65°59'49" East a distance of 66.53 feet to a point, thence;

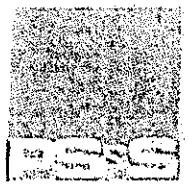
28. South 21°45'39" East a distance of 130.86 feet to a point, thence;

29. South 57°57'27" West a distance of 258.08 feet to a point, thence;

30. South 62°05'27" West a distance of 1.32 feet to a point, thence;

31. North 21°50'53" West a distance of 8.70 feet to a point, thence;

32. South 62°58'47" West a distance of 215.45 feet to a point, thence;



33. South 62°05'27" West a distance of 333.70 feet to a point, thence;

34. South 62°25'57" West a distance of 244.81 feet to a point, thence;

35. South 56°39'17" West a distance of 69.05 feet to a point, thence;

36. North 33°20'43" West a distance of 13.15 feet to a point, thence;

37. South 56°39'17" West a distance of 813.91 feet to a point, thence;

38. North 14°48'01" West a distance of 119.92 feet to a point of cusp, thence;

39. On a curve to the left having a radius of 488.50 feet, an arc length of 215.05 feet, whose chord bears North 70°24'02" East a chord distance of 213.32 feet to a point of tangency, thence;

40. North 57°47'20" East a distance of 131.23 feet to a point of curvature, thence;

41. On a curve to the left having a radius of 1038.50 feet, an arc length of 81.38 feet, whose chord bears North 55°32'38" East a chord distance of 81.36 feet to a point of tangency, thence;

42. North 53°17'56" East a distance of 288.50 feet to a point, thence;

43. North 57°21'30" East a distance of 5.03 feet to a point, thence;

44. South 33°10'52" East a distance of 8.25 feet to a point, thence;

45. South 56°49'08" West a distance of 6.87 feet to a point, thence;

46. South 33°10'52" East a distance of 11.95 feet to a point, thence;

47. North 56°49'08" East a distance of 2.87 feet to a point, thence;

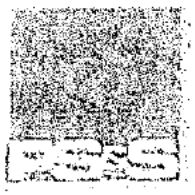
48. South 33°10'52" East a distance of 18.55 feet to a point, thence;

49. North 56°23'05" East a distance of 11.00 feet to a point, thence;

50. South 33°10'52" East a distance of 2.92 feet to a point, thence;

51. North 56°36'40" East a distance of 69.00 feet to a point, thence;

52. North 33°25'54" West a distance of 50.36 feet to a point, thence;



53. North 53°17'56" East a distance of 28.03 feet to a point of curvature, thence;

54. On a curve to the left having a radius of 409.50 feet, an arc length of 236.47 feet, whose chord bears North 36°45'20" East a chord distance of 233.20 feet to a point of cusp, thence;

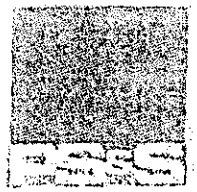
55. North 32°09'06" East a distance of 39.32 feet to the **POINT OF BEGINNING**.

Containing an area of 228,480 square feet or 5.245 acres more or less.

Subject to a Proposed Esplanade Easement containing an area of 1,506 square feet or 0.035 acres more or less as shown on said map.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



PROPOSED LOT 7 (PUBLIC AREA)
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the existing northerly right-of-way of Herb Hill Road (variable width right-of-way) with the westerly line of existing Lot 615 as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 64°43'51" West a distance of 31.03 feet to a point, thence;
2. North 22°40'49" West a distance of 421.30 feet to a point of curvature, thence;
3. On a curve to the left having a radius of 15.00 feet, an arc length of 24.05 feet, whose chord bears North 68°36'45" West a chord distance of 21.56 feet to a point of tangency, thence;
4. South 65°27'18" West a distance of 77.37 feet to a point, thence;
5. South 31°45'54" West a distance of 14.42 feet to a point, thence;
6. South 65°27'18" West a distance of 40.00 feet to a point, thence;
7. North 80°51'17" West a distance of 14.42 feet to a point, thence;
8. South 65°27'18" West a distance of 27.66 feet to a point, thence;
9. North 10°28'51" West a distance of 28.02 feet to a point of cusp, thence;
10. On a curve to the left having a radius of 20.00 feet, an arc length of 6.91 feet, whose chord bears North 75°21'24" East a chord distance of 6.88 feet to a point of tangency, thence;
11. North 65°27'18" East a distance of 4.83 feet to a point, thence;
12. North 31°45'54" East a distance of 14.42 feet to a point, thence;
13. North 65°27'18" East a distance of 144.00 feet to a point, thence;
14. North 18°36'27" East a distance of 10.97 feet to a point, thence;

67E Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700



15. North 65°27'18" East a distance of 20.50 feet to a point, thence;

16. South 70°13'37" East a distance of 11.49 feet to a point, thence;

17. North 72°02'36" East a distance of 9.37 feet to a point, thence;

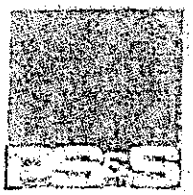
18. South 17°57'24" East a distance of 40.56 feet to a point, thence;

19. South 22°40'49" East a distance of 429.00 feet to the **POINT OF BEGINNING.**

Containing an area of 21,365 square feet or 0.490 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



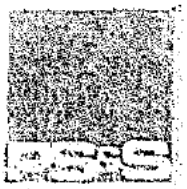
PROPOSED LOT 10
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being South 80°48'06" East a distance of 75.20 feet from the intersection of the new westerly right-of-way of Dickson Lane (variable width right-of-way) with the southerly line of existing Lot 501, as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 10°27'17" East a distance of 6.67 feet to a point, thence;
2. South 55°55'51" West a distance of 139.72 feet to a point of curvature, thence;
3. On a curve to the left having a radius of 420.00 feet, an arc length of 70.19 feet, whose chord bears South 51°08'35" West a chord distance of 70.11 feet to a point of tangency, thence;
4. South 46°21'19" West a distance of 18.10 feet to a point, thence;
5. North 45°39'35" West a distance of 12.51 feet to a point, thence;
6. South 46°21'19" West a distance of 165.78 feet to a point of curvature, thence;
7. On a curve to the left having a radius of 66.50 feet, an arc length of 99.73 feet whose chord bears South 03°23'35" West a chord distance of 90.64 feet to a point of tangency, thence;
8. South 39°34'08" East a distance of 95.61 feet to a point of tangency, thence;
9. On a curve to the left having a radius of 99.50 feet, an arc length of 121.31 feet, whose chord bears South 74°29'46" East a chord distance of 113.93 feet to a point of reverse curvature, thence;
10. On a curve to the right having a radius of 13.50 feet, an arc length of 16.26 feet, whose chord bears South 74°54'47" East a chord distance of 15.30 feet to a point of tangency, thence;
11. South 40°24'10" East a distance of 22.35 feet to a point curvature, thence;

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700



12. On a curve to the right having a radius of 125.00 feet, an arc length of 62.92 feet, whose chord bears South 25°58'55" East a chord distance of 62.26 feet to a point of cusp, thence;

13. South 78°26'21" West a distance of 200.00 feet to a point, thence;

14. North 11°33'39" West a distance of 20.59 feet to a point, thence;

15. South 78°26'21" West a distance of 320.22 feet to a point, thence;

16. North 11°33'39" West a distance of 311.46 feet to a point, thence;

17. North 78°34'21" East a distance of 193.47 feet to a point, thence;

18. North 12°18'48" West a distance of 158.24 feet to a point, thence;

19. North 03°22'06" East a distance of 140.00 feet to a point, thence;

20. North 33°52'06" East a distance of 80.00 feet to a point, thence;

21. North 78°52'06" East a distance of 186.87 feet to a point, thence;

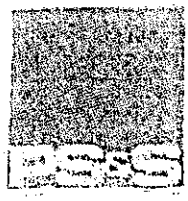
22. South 11°15'54" East a distance of 179.70 feet to a point, thence;

23. North 80°48'06" East a distance of 241.43 feet to the **POINT OF BEGINNING**.

Containing an area of 230,034 square feet or 5.281 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



PROPOSED LOT 12
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being South 10°28'51" East a distance of 131.28 feet from the intersection of the new westerly right-of-way of Dickson Lane (variable width right-of-way) with the southerly line of existing Lot 501, as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 10°28'51" East a distance of 31.45 feet to a point of cusp, thence;
2. On a curve to the left having a radius of 20.00 feet, an arc length of 10.24 feet, whose chord bears South 70°35'40" West a chord distance of 10.13 feet to a point of tangency, thence;
3. South 55°55'51" West a distance of 111.20 feet to a point of curvature, thence;
4. On a curve to the left having a radius of 487.00 feet, an arc length of 74.05 feet, whose chord bears South 51°34'28" West a chord distance of 73.98 feet to a point of cusp, thence;
5. South 13°39'55" West a distance of 14.42 feet to a point, thence;
6. South 47°21'19" West a distance of 62.00 feet to a point, thence;
7. South 81°02'44" West a distance of 14.40 feet to a point of cusp, thence;
8. On a curve to the left having a radius of 62.00 feet, an arc length of 98.10 feet, whose chord bears South 03°17'15" West a chord distance of 88.18 feet to a point of tangency, thence;
9. South 42°02'31" East a distance of 45.09 feet to a point of curvature, thence;
10. On a curve to the right having a radius of 153.00 feet, an arc length of 81.40 feet, whose chord bears South 26°48'05" East a chord distance of 80.44 feet to a point of tangency, thence;
11. South 11°33'39" East a distance of 111.12 feet to a point of curvature, thence;
12. On a curve to the left having a radius of 25.00 feet, an arc length of 38.76 feet, whose chord bears South 55°58'18" East a chord distance of 34.99 feet to a point of tangency, thence;
13. North 79°37'04" East a distance of 125.75 feet to a point, thence;

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700



14. South 11°35'34" East a distance of 36.01 feet to a point, thence;

15. South 79°37'04" West a distance of 133.79 feet to a point of curvature, thence;

16. On a curve to the right having a radius of 50.00 feet, an arc length of 77.51 feet, whose chord bears North 55°58'18" West a chord distance of 69.98 feet to a point of tangency, thence;

17. North 11°33'39" West a distance of 121.08 feet to a point of curvature, thence;

18. On a curve to the left having a radius of 125.00 feet, an arc length of 62.92 feet, whose chord bears North 25°58'55" West a chord distance of 62.26 feet to a point of tangency, thence;

19. North 40°24'10" West a distance of 49.42 feet to a point of curvature, thence;

20. On a curve to the right having a radius of 78.00 feet, an arc length of 69.62 feet, whose chord bears North 14°49'58" West a chord distance of 67.33 feet to a point of cusp, thence;

21. North 25°30'01" West a distance of 15.08 feet to a point a point of cusp, thence;

22. On a curve to the right having a radius of 96.00 feet, an arc length of 61.13 feet, whose chord bears North 29°06'52" East a chord distance of 60.10 feet to a point of tangency, thence;

23. North 47°21'19" East a distance of 88.51 feet to a point of curvature, thence;

24. On a curve to the right having a radius of 521.00 feet, an arc length of 77.98 feet, whose chord bears North 51°38'35" East a chord distance of 77.90 feet to a point of tangency, thence;

25. North 55°55'51" East a distance of 126.82 feet to a point, thence;

26. South 75°13'14" East a distance of 10.28 feet to the **POINT OF BEGINNING.**

Containing an area of 28,714 square feet or 0.659 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016

SCHEDULE "C"

GARVIES POINT DEVELOPMENT
SUMMARY SCHEDULE OF PUBLIC INFRASTRUCTURE COSTS
ELIGIBLE TO BE FUNDED BY BOND PROCEEDS

	Description
1	Demolition
2	Earthwork
3	Roads
4	Drainage
5	New buildings and grounds
6	Curbs and paths
7	Misc furniture
8	Landscaping - plantings
9	Lighting
10	Wetlands
11	Boardwalks & Piers
12	Bulkheads
13	Retaining walls
14	Marinas
15	Utilities
16	Miscellaneous
17	Fencing
18	Clearing and grubbing
19	Signs
20	Erosion controls
21	Dredge Spoils
22	Doxey cleanup
23	Interim amenities
24	Survey & stakeout
25	Basic Maintenance & Protection of Traffic
26	Mobilization

SCHEDULE "D"



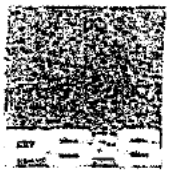
PROPOSED LOT 1A
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the new southerly right-of-way of Garvies Point Road (variable width right-of-way) with the westerly line of Proposed Lot 1A as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 27°11'45" East a distance of 22.34 feet to a point, thence;
2. South 42°45'37" East a distance of 136.61 feet to a point, thence;
3. South 01°56'01" West a distance of 224.59 feet to a point, thence;
4. South 19°00'34" West a distance of 164.26 feet to a point, thence;
5. South 47°14'23" West a distance of 98.00 feet to a point, thence;
6. South 42°45'37" East a distance of 53.00 feet to a point, thence;
7. South 47°14'23" West a distance of 162.02 feet to a point, thence;
8. North 90°00'00" West a distance of 55.82 feet to a point, thence;
9. North 42°45'37" West a distance of 110.10 feet to a point, thence;
10. North 47°14'23" East a distance of 31.00 feet to a point, thence;
11. North 42°45'37" West a distance of 96.50 feet to a point, thence;
12. North 47°14'23" East a distance of 21.00 feet to a point, thence;
13. North 42°45'37" West a distance of 135.50 feet to a point, thence;
14. North 21°26'14" East a distance of 63.50 feet to a point, thence;
15. North 42°45'37" West a distance of 53.36 feet to a point, thence;

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560 9700



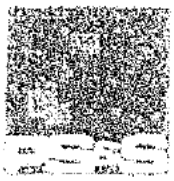
16. North 47°14'23" East a distance of 408.87 feet to a point of curvature, thence;

17. On a curve to the right having a radius of 341.50 feet, an arc length of 92.77 feet, whose chord bears North 55°01'19" East a chord distance of 92.48 feet to the **POINT OF BEGINNING.**

Containing an area of 207,448 square feet or 4.762 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



PROPOSED LOT 1B
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the new southerly right-of-way of Garvies Point Road (variable width right-of-way) with the westerly line of Proposed Lot 1B as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 01°28'45" West a distance of 20.77 feet to a point, thence;
2. South 15°23'28" East a distance of 82.16 feet to a point, thence;
3. South 74°36'32" West a distance of 111.00 feet to a point, thence;
4. South 15°23'28" East a distance of 83.50 feet to a point, thence;
5. North 74°36'32" East a distance of 27.00 feet to a point, thence;
6. South 15°23'28" East a distance of 85.00 feet to a point, thence;
7. South 74°36'32" West a distance of 35.00 feet to a point, thence;
8. South 15°23'28" East a distance of 38.00 feet to a point, thence;
9. South 74°36'32" West a distance of 103.60 feet to a point, thence;
10. South 82°22'23" West a distance of 328.22 feet to a point, thence;
11. North 15°23'28" West a distance of 25.78 feet to a point, thence;
12. South 74°36'32" West a distance of 39.00 feet to a point, thence;
13. North 15°23'28" West a distance of 268.48 feet to a point, thence;
14. North 74°09'13" East a distance of 364.32 feet to a point of curvature, thence;

878 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t 732.585.9700

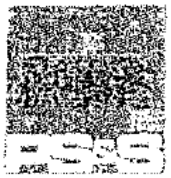


15. On a curve to the right having a radius of 766.50 feet, an arc length of 231.78 feet, whose chord bears North 82°48'59" East a chord distance of 230.90 feet to the **POINT OF BEGINNING.**

Containing an area of 166,832 square feet or 3.830 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



PROPOSED LOT 1C
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being North 65°38'16" East a distance of 16.92 feet from the terminus of course No. 7 of Proposed Lot 1 (Public Area), and running thence;

1. North 19°29'34" West a distance of 98.74 feet to a point, thence;
2. North 62°44'35" East a distance of 49.52 feet to a point of cusp, thence;
3. On a curve to the left having a radius of 41.00 feet, an arc length of 98.38 feet, whose chord bears North 83°59'59" East a chord distance of 76.42 feet to a point of cusp, thence;
4. South 33°30'24" East a distance of 78.81 feet to a point, thence;
5. South 56°29'36" West a distance of 117.83 feet to a point, thence;
6. North 77°44'56" West a distance of 33.08 feet to the **POINT OF BEGINNING.**

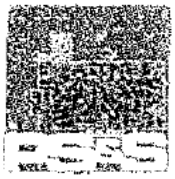
Containing an area of 12,277 square feet or 0.282 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560 9700



PROPOSED LOT 4
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the new southerly right-of-way of Garvies Point Road (variable width right-of-way) with the westerly line of Proposed Lot 4 as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block O, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 33°25'54" East a distance of 50.36 feet to a point, thence;
2. South 56°36'40" West a distance of 69.00 feet to a point, thence;
3. North 33°10'52" West a distance of 2.92 feet to a point, thence;
4. South 56°23'05" West a distance of 11.00 feet to a point, thence;
5. North 33°10'52" West a distance of 18.55 feet to a point, thence;
6. South 56°49'08" West a distance of 2.87 feet to a point, thence;
7. North 33°10'52" West a distance of 11.95 feet to a point, thence;
8. North 56°49'08" East a distance of 6.87 feet to a point, thence;
9. North 33°10'52" West a distance of 8.25 feet to a point, thence;
10. South 57°21'30" West a distance of 5.03 feet to a point, thence;
11. North 23°52'35" East a distance of 8.14 feet to a point, thence;
12. North 53°17'56" East a distance of 74.12 feet to the **POINT OF BEGINNING.**

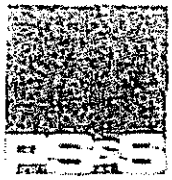
Containing an area of 3,799 square feet or 0.087 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

870 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t 732 560 9700

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



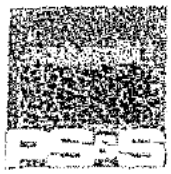
PROPOSED LOT 5
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the new southerly right-of-way of Herb Hill Road (variable width right-of-way) with the westerly line of Proposed Lot 5 as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. North 30°21'53" East a distance of 11.31 feet to a point, thence;
2. North 64°46'34" East a distance of 590.58 feet to a point, thence;
3. South 25°13'26" East a distance of 12.51 feet to a point, thence;
4. North 64°56'10" East a distance of 8.46 feet to a point, thence;
5. South 25°03'44" East a distance of 279.00 feet to a point, thence;
6. South 64°56'10" West a distance of 218.59 feet to a point of curvature, thence;
7. On a curve to the left having a radius of 90.00 feet, an arc length of 13.22 feet, whose chord bears South 60°43'40" West a chord distance of 13.21 feet to a point of cusp, thence;
8. North 58°04'47" West a distance of 9.83 feet to a point, thence;
9. South 59°33'50" West a distance of 21.83 feet to a point, thence;
10. South 05°21'34" East a distance of 11.29 feet to a point of cusp, thence;
11. On a curve to the right having a radius of 200.00 feet, an arc length of 56.99 feet, whose chord bears South 69°02'29" West a chord distance of 56.80 feet to a point of reverse curvature, thence;
12. On a curve to the left having a radius of 410.00 feet, an arc length of 20.42 feet, whose chord bears South 75°46'40" West a chord distance of 20.41 feet to a point of cusp, thence;
13. North 35°33'06" West a distance of 8.28 feet to a point, thence;

676 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700



14. South 73°12'12" West a distance of 22.86 feet to a point, thence;

15. South 05°23'05" West a distance of 8.94 feet to a point of cusp, thence;

16. On a curve to the left having a radius of 410.00 feet, an arc length of 38.46 feet, whose chord bears South 67°37'25" West a chord distance of 38.45 feet to a point of tangency, thence;

17. South 64°56'10" West a distance of 165.92 feet to a point, thence;

18. North 25°03'54" West a distance of 32.31 feet to a point, thence;

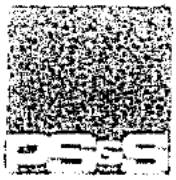
19. South 64°58'21" West a distance of 36.06 feet to a point, thence;

20. North 25°03'29" West a distance of 243.08 feet to the **POINT OF BEGINNING.**

Containing an area of 173,417 square feet or 3.981 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



PROPOSED LOT 6
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the existing southerly right-of-way of Herb Hill Road (variable width right-of-way) with the easterly line of Proposed Lot 6 as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 21°45'39" East a distance of 243.22 feet to a point, thence;
2. South 64°59'49" West a distance of 66.53 feet to a point, thence;
3. North 25°03'44" West a distance of 240.44 feet to a point, thence;
4. North 64°42'37" East a distance of 38.68 feet to a point of curvature, thence;
5. On a curve to the left having a radius of 441.00 feet, an arc length of 41.92 feet, whose chord bears North 61°59'13" East a chord distance of 41.90 feet to the **POINT OF BEGINNING.**

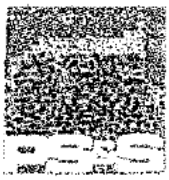
Containing an area of 17,706 square feet or 0.406 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016

678 Mountain Blvd Ext
PO Box 4038
Warren, NJ 07059

t. 732.560.9700



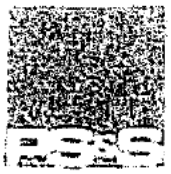
PROPOSED LOT 8
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being South 64°43'51" West a distance of 31.03 feet from the intersection of the existing northerly right-of-way of Herb Hill Road (variable width right-of-way) with the westerly line of existing Lot 615 as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 64°43'51" West a distance of 223.48 feet to a point, thence;
2. North 86°34'38" West a distance of 31.15 feet to a point, thence;
3. North 52°14'56" West a distance of 29.24 feet to a point, thence;
4. North 10°28'51" West a distance of 10.82 feet to a point, thence;
5. South 84°28'06" West a distance of 5.52 feet to a point, thence;
6. North 10°28'51" West a distance of 398.54 feet to a point, thence;
7. North 65°27'18" East a distance of 27.66 feet to a point, thence;
8. South 80°51'17" East a distance of 14.42 feet to a point, thence;
9. North 65°27'18" East a distance of 40.00 feet to a point, thence;
10. North 31°45'54" East a distance of 14.42 feet to a point, thence;
11. North 65°27'18" East a distance of 77.37 feet to a point of curvature, thence;
12. On a curve to the right having a radius of 15.00 feet, an arc length of 24.05 feet, whose chord bears South 68°36'45" East a chord distance of 21.56 feet to a point of tangency, thence;
13. South 22°40'49" East a distance of 421.30 feet to the **POINT OF BEGINNING.**

678 Mountain Blvd Ext
PO Box 4039
Warren NJ 07059

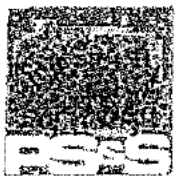
t. 732.560.9700



Containing an area of 100,260 square feet or 2.302 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



PROPOSED LOT 9
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the southerly right-of-way of The Place (variable width right-of-way) with the westerly line of Lot 615, Block G, Section 31, as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 17°57'24" East a distance of 368.72 feet to a point, thence;
2. South 72°02'36" West a distance of 9.37 feet to a point, thence;
3. North 70°13'37" West a distance of 11.49 feet to a point, thence;
4. South 65°27'18" West a distance of 20.50 feet to a point, thence;
5. South 18°36'27" West a distance of 10.97 feet to a point, thence;
6. South 65°27'18" West a distance of 144.00 feet to a point, thence;
7. South 31°45'54" West a distance of 14.42 feet to a point, thence;
8. South 65°27'18" West a distance of 4.83 feet to a point of curvature, thence;
9. On a curve to the right having a radius of 20.00 feet, an arc length of 6.91 feet, whose chord bears South 75°21'24" West a chord distance of 6.88 feet to a point of cusp, thence;
10. North 10°28'51" West a distance of 362.91 feet to a point, thence;
11. North 58°57'06" East a distance of 147.87 feet to a point, thence;
12. North 56°28'06" East a distance of 20.59 feet to the **POINT OF BEGINNING.**

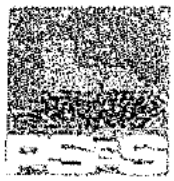
Containing an area of 66,481 square feet or 1.526 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

678 Mountain Blvd Ext
PO Box 4038
Warren, NJ 07059

t. 732.560.9700

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



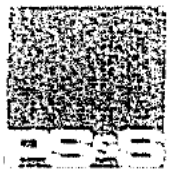
PROPOSED LOT 11
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point at the intersection of the new westerly right-of-way of Dickson Lane (variable width right-of-way) with the southerly line of existing Lot 501, as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 10°28'51" East a distance of 131.28 feet to a point, thence;
2. North 75°13'14" West a distance of 10.28 feet to a point, thence;
3. South 55°55'51" West a distance of 126.82 feet to a point of curvature, thence;
4. On a curve to the left having a radius of 521.00 feet, an arc length of 77.98 feet, whose chord bears South 51°38'35" West a chord distance of 77.90 feet to a point of tangency, thence;
5. South 47°21'19" West a distance of 88.51 feet to a point of curvature, thence;
6. On a curve to the left having a radius of 96.00 feet, an arc length of 61.13 feet, whose chord bears South 29°06'52" West a chord distance of 60.10 feet to a point of cusp, thence;
7. South 25°30'01" East a distance of 15.08 feet to a point of cusp, thence;
8. On a curve to the left having a radius of 78.00 feet, an arc length of 69.62 feet, whose chord bears South 14°49'58" East a chord distance of 67.33 feet to a point of tangency, thence;
9. South 40°24'10" East a distance of 27.07 feet to a point of cusp, thence;
10. On a curve to the left having a radius of 13.50 feet, an arc length of 16.26 feet, whose chord bears North 74°54'47" West a chord distance of 15.30 feet to a point of reverse curvature, thence;
11. On a curve to the right having a radius of 99.50 feet, an arc length of 121.31 feet, whose chord bears North 74°29'46" West a chord distance of 113.93 feet to a point of tangency, thence;

678 Mountain Blvd Ext
PO Box 4038
Warren, NJ 07059

t. 732.560.9700



12. North 39°34'08" West a distance of 95.61 feet to a point of curvature, thence;

13. On a curve to the right having a radius of 66.50 feet, an arc length of 99.73 feet, whose chord bears North 03°23'35" East a chord distance of 90.64 feet to a point of tangency, thence;

14. North 46°21'19" East a distance of 165.78 feet to a point, thence;

15. South 45°39'35" East a distance of 12.51 feet to a point, thence;

16. North 46°21'19" East a distance of 18.10 feet to a point of curvature, thence;

17. On a curve to the right having a radius of 420.00 feet, an arc length of 70.19 feet, whose chord bears North 51°08'35" East a chord distance of 70.11 feet to a point of tangency, thence;

18. North 55°55'51" East a distance of 139.72 feet to a point, thence;

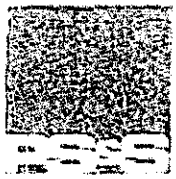
19. North 10°27'17" West a distance of 6.67 feet to a point, thence;

20. North 80°48'06" East a distance of 75.20 feet to the **POINT OF BEGINNING.**

Containing an area of 78,387 square feet or 1.799 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



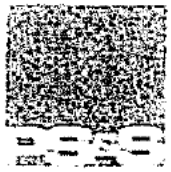
PROPOSED LOT 13
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being South 10°28'51" East a distance of 162.73 feet from the intersection of the new westerly right-of-way of Dickson Lane (variable width right-of-way) with the southerly line of existing Lot 501, as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. South 10°28'51" East a distance of 380.38 feet to a point, thence;
2. South 84°28'06" West a distance of 5.52 feet to a point, thence;
3. South 10°28'51" East a distance of 16.51 feet to a point, thence;
4. South 33°12'57" West a distance of 59.31 feet to a point, thence;
5. South 62°21'56" West a distance of 27.07 feet to a point, thence;
6. South 11°35'34" East a distance of 16.36 feet to a point, thence;
7. South 79°37'04" West a distance of 125.75 feet to a point of curvature, thence;
8. On a curve to the right having a radius of 25.00 feet, an arc length of 38.76 feet, whose chord bears North 55°58'18" West a chord distance of 34.99 feet to a point of tangency, thence;
9. North 11°33'39" West a distance of 111.12 feet to a point of curvature, thence;
10. On a curve to the left having a radius of 153.00 feet, an arc length of 81.40 feet whose chord bears North 26°48'05" West a chord distance of 80.44 feet to a point of tangency, thence;
11. North 42°02'31" West a distance of 45.09 feet to a point of curvature, thence;
12. On a curve to the right having a radius of 62.00 feet, an arc length of 98.10 feet, whose chord bears North 03°17'15" East a chord distance of 88.18 feet to a point of cusp, thence;
13. North 81°02'44" East a distance of 14.40 feet to a point, thence;

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.0700



14. North 47°21'19" East a distance of 62.00 feet to a point, thence;

15. North 13°39'55" East a distance of 14.42 feet to a point of cusp, thence;

16. On a curve to the right having a radius of 487.00 feet, an arc length of 74.05 feet, whose chord bears North 51°34'28" East a chord distance of 73.98 feet to a point of tangency, thence;

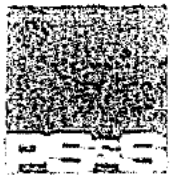
17. North 55°55'51" East a distance of 111.20 feet to a point of curvature, thence;

18. On a curve to the right having a radius of 20.00 feet, an arc length of 10.24 feet, whose chord bears North 70°35'40" East a chord distance of 10.13 feet to the **POINT OF BEGINNING.**

Containing an area of 95,691 square feet or 2.197 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016



REMAINDER LOT 142
CITY OF GLEN COVE
NASSAU COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the new northerly right-of-way of Garvies Point Road (variable width right-of-way) with the easterly line of Lot 216, Block A, Section 21 as shown on a map entitled "Amended Subdivision Map, Glen Isle – Glen Cove Waterfront Redevelopment, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 & 2, Section 31, Block G, Parcel 3, Section 21, Block A, Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 & 7, Section 21, Block A, Lots 661 & 662" about to be filed, and running thence,

1. North 11°33'39" West a distance of 413.42 feet to a point of cusp, thence;

2. On a curve to the left having a radius of 50.00 feet, an arc length of 77.51 feet, whose chord bears South 55°58'18" East a chord distance of 69.98 feet to a point of tangency, thence;

3. North 79°37'04" East a distance of 133.79 feet to a point, thence;

4. South 11°35'34" East a distance of 20.61 feet to a point of cusp, thence;

5. On a curve to the right having a radius of 60.50 feet, an arc length of 103.23 feet, whose chord bears South 49°48'29" East a chord distance of 91.16 feet to a point of compound curvature, thence;

6. On a curve to the right having a radius of 340.50 feet, an arc length of 322.24 feet, whose chord bears South 26°11'13" West a chord distance of 310.35 feet to a point of tangency, thence;

7. South 53°17'56" West a distance of 54.33 feet to the **POINT OF BEGINNING.**

Containing an area of 64,813 square feet or 1.488 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

67B Mountain Blvd Ext
PO Box 4808
Warren, NJ 07059

t. 732.560.9700

Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
October 11, 2016

SCHEDULE "E"

PUBLIC USE IMPROVEMENTS
MAINTENANCE AGREEMENT

This **PUBLIC USE IMPROVEMENTS MAINTENANCE AGREEMENT**, made and entered into as of this ____ day of _____, 201_ (this "Agreement"), is by and among the **GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 9-13 Glen Street, Glen Cove, New York 11542, (the "Agency"), the **CITY OF GLEN COVE**, a New York municipal corporation with offices at 9-13 Glen Street, Glen Cove, New York 11542 (the "City"), and _____, a _____, having offices at _____ (the "Maintenance Company").

WITNESSETH:

WHEREAS, the Agency caused certain public improvements to be constructed in and around the City's waterfront along Glen Cove Creek in connection with the mixed-use waterfront project known as Garvies Point (the "Project"), encompassing approximately 56 acres on the north side of Glen Cove Creek in the City; and

WHEREAS, the Project site includes properties on the south side of Garvies Point Road and Herb Hill Road, as well as certain properties north of those roads on either side of Dickson Street (the "Project Site"); and

WHEREAS, said public improvements include, among other things, parks and playgrounds, an esplanade, underground utilities, wetlands, marine bulkheads, marinas, boardwalks and other walkways, an amphitheater, an ecology pier, landscaping, lighting, roadways, and other public improvements, infrastructure and amenities (collectively, the "Public Use Improvements"); and

WHEREAS, the Agency obtained a perpetual exclusive easement in favor of and for the benefit of the Agency, its successors and assigns, and the general public, including the right to assign or dedicate such easement to the City, for public use of the Public Use Improvements and the "Public Use Easement Areas," encompassing approximately 29 acres within the Project Site, as depicted on the Public Use Easement Map on file with the Agency, which easement has been documented by a certain Garvies Point Perpetual and Exclusive Public Use Easement, dated November 1, 2016 (the "Public Use Easement"); and

WHEREAS, the Agency owns the Public Use Improvements within the Public Use Easement Areas; and

WHEREAS, the Agency has the authority to contract for the maintenance and repair of the Public Use Improvements; and

WHEREAS, the Agency desires to have the Maintenance Company maintain and repair the Public Use Easement Areas and Public Use Improvements on the Agency's and City's behalf

as an educational, cultural and recreational mixed-use facility, which will be open to the general public; and

WHEREAS, the Agency, City and Maintenance Company desire to enter into an agreement whereby the Maintenance Company will maintain and repair the Public Use Easement Areas and Public Use Improvements on behalf of the Agency and City, upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Agency, City and Maintenance Company agree as follows:

I. DEFINITIONS

As used herein, unless the context shall otherwise require, the following terms shall have the following meanings:

"**Agency**" means Glen Cove Industrial Development Agency, its successors and assigns.

"**Business Day**" means any day (other than Saturday or Sunday) during which (a) commercial banks located in the State or in any of the cities in which the Principal Office of the Trustee is located are not required or authorized by law to close; and (b) The New York Stock Exchange, Inc. is not closed.

"**City**" means the City of Glen Cove. The term "**City**" is also used herein to refer collectively to the City, Agency, and Parks Department. At times, each of the City, Agency, and Parks Department is also referred to individually, depending on the context of the subject provision of this Agreement. The term "**City**" in certain of the provisions hereunder may also be determined in the future to mean the "**Parks Department**" or other City agency, as the rights and responsibilities by and between the City, the Parks Department and other City agencies are established.

"**Governmental Authority**" means the United States, the State, and any other state or any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of these, having jurisdiction over the construction, equipping, ownership, leasing, operation and/or maintenance of the Public Use Improvements, including, without limitation, the City.

"**Parks Department**" means the City of Glen Cove Department of Parks and Recreation, its successors and assigns. The City shall have the right to assign the responsibilities of the Parks Department hereunder to a different City agency or department upon written notice to the Maintenance Company.

"**Public Use Easement Areas**" means the areas shown on the Public Use Easement Map on file with the Agency.

"**Public Use Improvements**" means the improvements to be constructed by or on behalf of the Agency on the Public Use Easement Areas consisting of, among other things, parks and

playgrounds, an esplanade, underground utilities, wetlands, marine bulkheads, marinas, boardwalks and other walkways, an amphitheater, an ecology pier, landscaping, lighting, roadways and other public improvements, infrastructure and amenities.

II. REPRESENTATIONS AND WARRANTIES

2.01. Representations and Warranties of the Agency. The Agency represents and warrants, as follows:

(a) The Agency is a public benefit corporation of the State of New York, and has the requisite power and authority to carry on its business as now being conducted by it and to execute, deliver and perform this Agreement.

(b) The Agency is the lawful owner of the Public Use Improvements.

(c) This Agreement (i) has been duly authorized by all necessary action on the part of the Agency, (ii) has been duly executed and delivered by the Agency, and (iii) constitutes the legal, valid and binding obligations of the Agency, enforceable against the Agency in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights generally or the availability of any particular remedy.

(d) To the best of Agency's knowledge, the execution, delivery and performance of this Agreement and the consummation of the transactions herein and therein contemplated will not (i) violate any provision of law, any order of any court or agency of government, or any indenture, agreement or other instrument to which the Agency is a party or by which it or any of its property is bound or to which it or any of its property is subject, (ii) be in conflict with or result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or (iii) result in the imposition of any lien, charge or encumbrance of any nature whatsoever.

(e) There is no action or proceeding pending against the Agency by or before any court or administrative agency that would adversely affect the ability of the Agency to perform its obligations under this Agreement.

(f) The Agency has the right and lawful authority and power to execute and deliver this Agreement, to perform the obligations and covenants contained herein and to consummate the transactions contemplated hereby.

(g) Except those obtained in the ordinary course and not yet obtained, all consents, approvals, authorizations or orders of, or filings, registrations or declarations with, any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Agency of its obligations hereunder or the consummation of the transactions contemplated hereby, have been duly obtained and are in full force and effect.

(h) The Agency hereby determines that it is in the best interest of the Agency to provide for the maintenance and repair of the Public Use Easement Areas and the Public Use Improvements by the Maintenance Company pursuant to this Agreement.

2.02. Representations and Warranties of the City. The City represents and warrants, as follows:

(a) The City is a municipal corporation of the State of New York, and has the requisite power and authority to carry on its business as now being conducted by it and to execute, deliver and perform this Agreement.

(b) This Agreement (i) has been duly authorized by all necessary action on the part of the City, (ii) has been duly executed and delivered by the City, and (iii) constitutes the legal, valid and binding obligations of the City, enforceable against the City in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights generally or the availability of any particular remedy.

(c) To the best of the City's knowledge, the execution, delivery and performance of this Agreement and the consummation of the transactions herein and therein contemplated will not (i) violate any provision of law, any order of any court or agency of government, or any indenture, agreement or other instrument to which the City is a party or by which it or any of its property is bound or to which it or any of its property is subject, (ii) be in conflict with or result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or (iii) result in the imposition of any lien, charge or encumbrance of any nature whatsoever.

(d) There is no action or proceeding pending against the City by or before any court or administrative agency that would adversely affect the ability of the City to perform its obligations under this Agreement.

(e) The City has the right and lawful authority and power to execute and deliver this Agreement, to perform the obligations and covenants contained herein and to consummate the transactions contemplated hereby.

(f) Except those obtained in the ordinary course and not yet obtained, all consents, approvals, authorizations or orders of, or filings, registrations or declarations with, any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of its obligations hereunder or the consummation of the transactions contemplated hereby, have been duly obtained and are in full force and effect.

(g) The City hereby determines that it is in the best interest of the City to provide for the maintenance and repair of the Public Use Easement Areas and the Public Use Improvements by the Maintenance Company pursuant to this Agreement.

2.03. Representations and Warranties of the Maintenance Company. The Maintenance Company represents and warrants, as follows:

(a) The Maintenance Company is a _____company authorized to transact business in the State.

(b) The Maintenance Company has the right and lawful authority and power to execute and deliver this Agreement, to perform the obligations and covenants contained herein and to consummate the transactions contemplated hereby.

(c) The Maintenance Company has duly authorized, by all necessary actions, the execution and delivery hereof and the performance of its obligations and covenants hereunder and the consummation of the transactions contemplated hereby.

(d) This Agreement constitutes a legal, valid and binding obligation of the Maintenance Company, enforceable against the Maintenance Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights generally or the availability of any particular remedy.

(e) To the best of the Maintenance Company's knowledge, this Agreement, the execution and delivery hereof and the consummation of the transactions contemplated hereby, (i) do not and will not in any material respect conflict with or constitute on the part of the Maintenance Company, a breach of or default under (a) any existing law, administrative regulation, judgment, order, decree or ruling by or to which it or its revenues, properties or operations are bound or subject or (b) any agreement or other instrument to which the Maintenance Company is a party or by which it or any of its revenues, properties or operations are bound or subject, and (ii) except as expressly set forth herein or authorized hereby, will not result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the Maintenance Company's revenues, properties or operations.

(f) Except those obtained in the ordinary course and not yet obtained, all consents, approvals, authorizations or orders of, or filings, registrations or declarations with, any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Maintenance Company of its obligations hereunder or the consummation of the transactions contemplated hereby, have been duly obtained and are in full force and effect.

(g) No action, suit, proceeding or investigation, in equity or at law, before or by any court or governmental agency or body, is pending wherein an adverse decision, ruling or finding might adversely affect the transactions contemplated hereby or the validity or enforceability hereof or of any agreement or instrument to which the Maintenance Company is a party or any revenues or properties of the Maintenance Company and which is used or is contemplated for use in the consummation of the transactions contemplated hereby.

III. SCOPE OF AGREEMENT

3.01. In General. The Maintenance Company shall provide or cause to be provided all services as specified in this Agreement for maintaining and repairing the Public Use Easement Areas and Public Use Improvements as a recreational, educational, and cultural mixed-use facility for the use and enjoyment by, and for the benefit of, the general public, and render the usual and customary services incidental thereto, in accordance with the standards and conditions applicable to a comparable high quality, public space at a public-private waterfront development, any applicable rules and regulations related to parks and other public spaces located in the City, and all laws, regulations, ordinances and codes now in effect or which become effective during the term hereof, including the Americans With Disabilities Act of 1990, as amended, to the reasonable satisfaction of the City, Agency and Parks Department.

3.02. Compensation.

(a) The Agency shall pay the Maintenance Company, as follows: (i) an annual fee of $_____, payable monthly, for performing or causing to be performed the maintenance and repair services set forth in this Agreement (the "Annual Fee"); and (ii) the actual out-of-pocket costs (other than salary payments), whether to employees of the Maintenance Company or third-party contractors (the "Costs of Services"), for the services performed during the previous month. The Annual Fee plus the Costs of Services shall constitute the full compensation owed to the Maintenance Company under this Agreement.

(b) The Maintenance Company shall pay its payroll and staffing expenses, including taxes customarily paid by employers; such amounts do not constitute Costs of Services.

(c) The Annual Fee and Costs of Services shall be paid in monthly installments not later than ten (10) business days following the Agency's receipt of an invoice for the total amount of compensation owed for the previous month, together with receipts or other back-up documentation sufficient to verify the Costs of Services performed during the previous month The Maintenance Company shall submit an invoice to the Agency (with all required documentation) not later than the tenth (10th) business day of each month.

(d) The Annual Fee shall increase by _____ (__%) percent for each year after the first year of the term hereof, commencing on the first anniversary of the date of this Agreement.

3.03. Independent Contractor. In performing its obligations under this Agreement, the Maintenance Company is an independent contractor and not an employee of the City. The City shall not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the Maintenance Company including, but not limited to, with respect to any contracts approved by the City.

3.04. City Responsibilities. The Public Use Improvements shall not include, and the City shall be obligated for maintaining (i) Garvies Point Road and Herb Hill Road, (ii) the Glen Cove Ferry Terminal and Boat Basin, and (iii) the City's boat ramp and associated boat trailer parking area near the west end of the Project Site. The Maintenance Company shall have no

duties, responsibilities or obligations with respect to the maintenance or repair of the improvements identified in this Section 3.04. The City shall also provide reasonable security for the Public Use Easement Areas, including police protection.

3.05. Coordination Between City and Maintenance Company. The City and Maintenance Company shall each designate a person who shall be primarily responsible for the City's and Maintenance Company's respective day-to-day responsibilities set forth in this Agreement (the "Designees"). The Maintenance Company's Designee's responsibilities shall include, but are not limited to, ensuring on a regular basis that the Public Use Easement Areas and Public Use Improvements are maintained and repaired in a manner consistent with this Agreement. The City and Maintenance Company shall consult with each other in connection with the selection of their respective Designee. The Designees shall communicate, at a minimum, every two weeks, either in person or via telephone or electronic mail. Such communications shall include, but are not be limited to, an update by the Maintenance Company on the status of maintenance and repair of the Public Use Improvements, and an update by the Parks Department of pending applications for Special Events, the calendar of any scheduled Special Events, and any other matters with respect to the implementation of this Agreement. The Designees shall report immediately to the City and/or the Maintenance Company in the event that any controversy arises, which cannot be promptly resolved by and between the Designees.

IV. TERM.

The term of this Agreement shall be for five (5) years, commencing on the date hereof and expiring five (5) years thereafter, and shall be renewed upon the mutual consent of the parties, in writing, for successive five (5) year terms subject to the same terms and conditions contained herein, unless sooner terminated by the City pursuant to Article XX of this Agreement.

V. MAINTENANCE

5.01. In General.

(a) The Maintenance Company shall provide or cause to be provided all services required for maintaining, repairing and replacing the Public Use Easement Areas and the Public Use Improvements, including, but not limited to, in accordance with the conceptual scope of services set forth in the Maintenance and Repair of Public Use Easement Areas and Public Use Improvements Schedule, annexed hereto as **Exhibit "A"** (collectively, the "Maintenance Requirements"). Such Maintenance Requirements shall include keeping and maintaining the Public Use Easement Areas and the Public Use Improvements in good order and in a clean and safe condition, and making replacements, if needed. All such maintenance and repair shall be performed in a good and workmanlike manner.

(b) The Maintenance Company shall make such purchases and expenditures on the Agency's behalf as Maintenance Company deems appropriate in connection with performing the Maintenance Requirements, as well as any of the other obligations of the Maintenance Company under this Agreement, in accordance with the Budget defined below.

(c) The Maintenance Company shall employ, or cause its sub-contractors to employ, sufficiently experienced and qualified personnel to enable the Maintenance Company to fulfill its maintenance and other obligations hereunder, and who will be courteous to the public and render the services required by this Agreement.

(d) Nothing in this Agreement shall be construed as imposing upon the City any obligation or liability with respect to the Maintenance Requirements.

5.02. **Replacement**. In the event that the replacement of all or a portion of the Public Use Improvements is required, such replacement shall be of equal or higher standard and functionality.

5.03. **Construction Defects and Hazardous Conditions**. The Maintenance Company shall inspect the Public Use Improvement Areas and Public Use Improvements regularly for hazardous conditions, and shall immediately institute appropriate measures to protect the public from harm, including, but not limited to, the creation of warning signs and temporary barriers. To the maximum extent practicable, the Maintenance Company shall promptly repair any portion or feature of the Public Use Improvement Areas and Public Use Improvements that exhibits defects or hazardous conditions.

5.04. **Minor Alterations by City**. The City may, in its sole judgment, following consultation with the Maintenance Company, make minor additions, alterations, repairs, decorations or improvements to the Public Use Improvements at the City's expense, but nothing herein contained shall be deemed to obligate or require the City to make any additions, alterations, repairs, decorations or improvements, nor shall this provision in any way affect or impair Maintenance Company's obligations in any respect. The City shall use reasonable efforts to schedule any such minor alteration, additions, decorations, repairs or improvements to be made by the City at such times as will cause the least interference with the use of the Public Use Easement Areas and Public Use Improvements, except in cases of emergency repairs. The Maintenance Company will not be responsible for the cost of any minor alterations by the City, nor will the Maintenance Company be responsible for any ongoing maintenance cost increase due to alterations by the City if such alterations would materially increase such maintenance costs, in which case the City shall be responsible for such ongoing maintenance cost, unless otherwise agreed in writing by the parties.

5.05. Closure for Repairs.

(a) In order to accomplish the maintenance, repairs or replacements described in this Article V, or to make emergency repairs to mitigate hazardous or emergency conditions, including the repair, restoration or replacement of utilities, stormwater management or other equipment on or under the Public Use Easement Areas, the Public Use Easement Areas may be temporarily closed to the public. The Maintenance Company shall coordinate with the City to close, or permit to be closed, only those portions of such areas which must or should reasonably be closed to accomplish the repairs to be undertaken. The Maintenance Company shall exercise due diligence in the performance of such repairs so that they are completed expeditiously and within any time period established by the Director of the Parks Department (the "Parks

Director") as provided below. The temporarily closed areas shall be reopened to the public promptly after such repairs are complete.

(b) Except in cases of emergency, no less than twenty (20) Business Days prior to the commencement of the performance of such repairs, the Maintenance Company shall give notice to the Parks Director of its intention to perform such repairs, which notice shall describe the scope of such repairs, the anticipated duration thereof, and the portion of the Public Use Easement Areas which must be closed in order to carry out the repairs. If the Parks Director reasonably believes that the duration of the repairs stated in such notice is too long, he or she shall notify Maintenance Company prior to the commencement date of such repairs of a shorter deadline for completion of such repairs. If the Parks Director reasonably determines that Maintenance Company has failed to comply with the requirements of this paragraph, the Parks Director may, not less than five (5) Business Days after notice to Maintenance Company of said determination, order Maintenance Company to reopen all or any portion of the Public Use Easement Areas which was closed, provided that such order shall not apply to the extent that it would create or allow the creation or maintenance of an emergency or hazardous condition.

(c) In the event of an emergency or hazardous condition, Maintenance Company shall immediately after such closure give notice to the Parks Director that such portion of the Public Use Easement Areas has been closed, which notice shall describe the nature of the emergency or hazardous condition causing the closure, the portion of the Public Use Easement Areas to be closed and the anticipated duration thereof. Emergency or hazardous conditions for which the Public Use Easement Areas may be closed without prior notice shall be limited to actual emergency situations causing or threatening to cause significant physical damage or substantial risks to public health, safety or welfare. In the event of an emergency or hazardous condition, the Parks Director shall have the right to order Maintenance Company to close the Public Use Easement Areas or any portion thereof, or to reopen any portion of the Public Use Easement Areas which was not required to be closed, or set a deadline for reopening the Public Use Easement Areas or portion thereof to the public. Maintenance Company shall not be deemed to be in default of its obligation to cause the Public Use Easement Areas to remain open and accessible to the public for the duration of any closure under this Section 5.05.

5.06. **Staffing**. The Maintenance Company shall at all times employ, appoint, select, contract with or otherwise hire the services of an appropriate number of qualified attendants, gardeners, groundskeepers, laborers, supervisors, and similar personnel to repair and maintain the Public Use Easement Areas and Public Use Improvements in accordance with the terms of this Agreement. Maintenance Company shall at all times have the right to select, appoint, employ, direct, supervise, control, remove, discipline and discharge all persons or entities employed by Maintenance Company for the purpose of carrying out its obligation under this Agreement, including, but not limited to, establishing all terms and conditions of employment, fix compensation rates, and make promotions. Maintenance Company shall be responsible for payment of all wages and fringe benefits payable to such employees hired, and all local, state and federal taxes and assessments customarily the responsibility of the employer (including, but not limited to, social security taxes, unemployment insurance and workers' compensation insurance). Maintenance Company shall notify the Parks Director in writing immediately upon the hiring of any new staff member by it or any subcontractor, including the results of any background check,

as set forth below, and provide on the fifth (5th) Business Day in January of each year a then-current list of all staff members hired by Maintenance Company or any subcontractor, and at such other times as may be reasonably requested by the Parks Director. Notwithstanding anything to the contrary, Maintenance Company shall remove from the Public Use Easement Areas any person employed by Maintenance Company or a subcontractor upon written request by the City for good cause shown.

5.07. Background Checks. For purposes of this section, the word "personnel" shall mean each employee and volunteer whose duties and responsibilities relate primarily to working with children, or in close proximity to children in or around the various parks and playgrounds in the Public Use Easement Areas. The Maintenance Company shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with children, according to the following procedures:

(a) The Maintenance Company shall be responsible for screening of all personnel, including substantiating credentials and reference checks.

(b) The Maintenance Company agrees not to hire or retain, or cause to be hired or retained, any personnel who refuse to:

i. provide the names of references;

ii. provide documentation of credentials;

iii. provide information on criminal conviction records; and

iv. provide other requested information which may bear on the applicant's fitness to work with or in close proximity with children.

(c) The Maintenance Company agrees not to hire or retain, or cause to be hired or retained, any personnel:

i. who have not completely and truthfully reported information concerning their criminal convictions

ii. whose criminal convictions record directly bears on their fitness to work with or in close proximity with children, or whose employment would involve an unreasonable risk to the safety or welfare of children, subject to and consistent with Article 23-A of the New York State Correction Law; or

iii. who have been the subject of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with this Registry.

(d) For all other volunteers and employees whose duties and responsibilities do not relate primarily to working with children or in close proximity to children, the Maintenance Company shall conduct background checks to a degree commensurate with their responsibilities and duties.

VI. OPERATION

6.01. In general.

(a) The Agency shall be responsible for determining the operational parameters of the Public Use Improvements and the Public Use Easement Areas, including, but not limited to, hours of operation, and permitted and prohibited uses (collectively, the "Operational Parameters"). The Maintenance Company shall have no decision-making authority with respect to the Operational Parameters, except that the Agency may consult with the Maintenance Company (and other parties) in an advisory capacity with respect to the Operational Parameters. The Operational Parameters were established under the Public Use Easement, and may be modified and changed by the Agency. The Operational Parameters originally established under the Public Use Easement are re-stated in this Section VI of this Agreement for convenience purposes only. The Maintenance Company shall comply with the Operational Parameters in effect at all times.

(b) The Public Use Easement Areas shall remain open and accessible to the public pursuant to the Public Use Easement and as set forth in this Agreement.

(c) The uses allowed and prohibited in the Public Use Easement Areas shall be similar to those permitted in other public lands and public open spaces in comparable mixed use public-private waterfront developments, as well as in City of Glen Cove parks and other City public spaces.

(d) The restaurant shall not be considered a Public Use Improvement under this Agreement. The Maintenance Company shall have no responsibility for the restaurant pursuant to this Agreement.

6.02. Hours of Operation.

(a) Upon the completion of the Public Use Improvements, the Public Use Easement Areas shall immediately be open and accessible to the public without charge or fee (except as hereinafter provided), seven (7) days per week, beginning at 7:00 A.M.

(b) The Public Use Easement Areas shall be closed at dusk for active and group uses, provided that certain Special Events (described below) may end at other reasonably appropriate times as determined by the City consistent with preservation of the character of the subject mixed-use Project and commensurate with similar publicly accessible venues adjacent to residential uses.

(c) Walking and other passive uses within the Public Use Easement Areas, including, but not limited to, the approximately 1-mile esplanade along Glen Cove Creek and other paths and walkways, shall be permitted until 10:00 p.m.

(d) Maintenance Company may temporarily close to the public the Public Use Easement Areas at any time for maintenance, repair and replacement work, and the temporarily closed areas shall be reopened to the public promptly after such repairs are complete.

(e) At such times as the Public Use Easement Areas, or any portion thereof, are closed, they shall be closed to all members of the public, without exception.

6.03. Prohibited Uses.

(a) The Public Use Easement Areas shall not be used for an activity or in a manner which injures, endangers or unreasonably disturbs the comfort, peace, health or safety of any person, or disturbs or causes injury to plant, animal life, or Glen Cove Creek or Hempstead Harbor, or causes damage to the Project Site or any person.

(b) The following uses shall be prohibited on the Public Use Easement Areas: (i) amplified speech or music, except when such uses shall be permitted in connection with Special Events as defined herein; (ii) alcoholic beverages (except at Special Events or approved private events, e.g., weddings); (iii) open fires or cooking of any kind, except when such uses shall be permitted in connection with Special Events as defined herein; and (iv) other uses not compatible with the Project.

VII. MANAGEMENT

7.01. In general.

(a) The Agency shall be responsible for the management of the Public Use Improvements and the Public Use Easement Areas. Maintenance Company shall have no decision-making authority with respect to the management parameters of the Public Use Improvements, including, but not limited to, the scheduling and conducting of Special Events (as defined below) within the Public Use Easement Areas, and establishing fees in relation thereto (the "Management Parameters"), except that the Agency may consult with the Maintenance Company (and other parties) in an advisory capacity with respect to the Management Parameters. The Management Parameters were established under the Public Use Easement, and may be modified and changed by the Agency. The Management Parameters established under the Public Use Easement are re-stated in this Section VII of this Agreement for convenience purposes only. The Maintenance Company shall comply with the Management Parameters in effect at all times.

(b) The Agency shall provide or cause to be provided all services required for managing the Public Use Easement Areas and the Public Use Improvements.

(c) The activities, uses and conduct permitted within the Public Use Easement Areas shall comply with all applicable laws and regulations of the City, in addition to being subject to the rules and regulations annexed to the Garvies Point Perpetual and Exclusive Public Use Easement (the "Rules and Regulations").

7.02. Special Events in general.

(a) The City and members of the public shall have the right to undertake and implement special events and programs within the Public Use Easement Areas ("Special Events"), including, but not limited to, art programs, music, theater, movies, concerts, music and other festivals, exhibits, celebrations, holiday events, participatory neighborhood events, political functions, fundraising events, events having program or event sponsors, farmers' markets, and other cultural and similar activities, as well as private events, all of which, except private events, shall be open to the general public as appropriate for the specific event, in accordance with the procedures provided below.

(b) The City may undertake and implement Special Events in its sole discretion.

(c) No member of the public shall be prohibited from entering or using the Public Use Easement Areas during a Special Event during the hours the Public Use Easement Areas are open to the public, unless the Special Event is an approved private event by a private sponsor.

(d) The Agency shall arrange with the City for reasonable police protection at any Special Event commensurate with the anticipated size, scope and nature of the Special Event.

7.03. Special Events by members of the public.

(a) In order for a member of the public to sponsor and receive a permit to hold a Special Event within the Public Use Easement Areas, such person, organization or entity (the "Sponsor") shall prepare and submit an application to the Parks Department (or such other department as designated by the Agency) no later than fifteen (15) days prior to the date of such Special Event, together with all other required information and fees (collectively, the "Special Event Application").

(b) The Parks Department shall promptly review such Special Event Application(s) to consider and determine whether to approve any proposals or requests for Special Events. The Parks Department shall not approve a Special Event which could reasonably be expected to threaten the public health, safety or welfare, violate the Rules and Regulations annexed to the Garvies Point Perpetual and Exclusive Public Use Easement, or unduly disturb or interfere with the character of the Garvies Point mixed-use neighborhood, or the use and enjoyment of the Project by its residents. The allowable uses and noise levels within the Public Use Easement Areas shall be commensurate with similar publicly accessible venues adjacent to residential uses.

(c) Cleaning up after any Special Event shall be the sole responsibility of the Sponsor, and shall be completed on the same day or evening of the Special Event or as soon thereafter as reasonably practicable. The Sponsor shall also be responsible for all lighting and electric consumption costs.

(d) The Parks Department shall establish rules and regulations requiring the Sponsor to provide insurance certificates, and indemnify the Agency and City in connection with the Special Event, commensurate with the insurance and indemnification policies of other public

lands in the City of Glen Cove and other nearby communities (including potentially waivers of insurance and indemnification requirements, depending on the scale and nature of the Special Event).

(e) The Parks Department may establish a reasonable fee schedule for Sponsors of different types of Special Events, commensurate with fees charged for use of other public lands in the City of Glen Cove and other nearby communities. The fee schedule may distinguish between City residents and non-residents, and weekend and weekday rates. The City shall retain all permit fees.

(f) The Parks Department may establish a schedule requiring a Sponsor to post security reasonably satisfactory to the Parks Department for the purpose of insuring the security, cleanup, lighting and electric costs, and repair of the Public Use Easement Areas necessitated by such Special Event. In the event that cleanup and repair is not undertaken or completed by the Sponsor, the Maintenance Company shall utilize the security and/or its own funds to undertake such additional cleanup and repair as reasonably required so that the Public Use Easement Areas are in good order and in a clean and safe condition.

7.04. Rules and Regulations. The activities, uses and conduct permitted within the Public Use Easement Areas shall comply with all applicable laws and regulations of the City, including the Parks Department, as well as federal law.

7.05. Illumination. All pedestrian walkways, including the esplanade, shall be illuminated throughout the night, and at not less than the same level of illumination at which comparable waterfront public parks and open spaces are illuminated.

7.06. Concessions. As used in this Agreement, the term "concessions" shall mean any service or goods provided in the Public Use Easement Areas pursuant to one or more concession agreements. The Agency shall have the right to operate and maintain, or to permit others to operate and maintain, any and all concessions in the Public Use Easement Areas, with such providers as the Agency deems appropriate.

VIII. INSURANCE

8.01. Insurance Required. Without limiting any of the other obligations of the Maintenance Company under this Agreement, at all times beginning on the date hereof, the Maintenance Company shall maintain or cause to be maintained at least the following minimum insurance coverage, naming the Agency and City as additional insured with respect to the Public Use Easement Areas and Public Use Improvements:

(a) automobile liability coverage, with limits of not less than One Million Dollars ($1,000,000) for each occurrence;

(b) comprehensive general public liability insurance applicable to the Public Use Improvements, including, without limitation, blanket contractual, personal injury, property damage (including broad form property damage and explosion, collapse, and underground

property damage) and damage to property of others, including resultant loss of use therefrom, with limits of One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) for primary coverage and Five Million Dollars ($5,000,000) for excess coverage;

(c) Workers' Compensation insurance in the statutory amount, covering all employees of the Maintenance Company; and

(d) To the extent reasonable requested by the City, such other insurance with respect to the Public Use Easement Areas and Public Use Improvements in such amounts and against such hazards as is customarily carried by persons of established reputation operating public use improvements similar to the Public Use Improvements.

All premiums with respect to the foregoing insurance shall be paid when due by the Maintenance Company.

8.02. **Additional Provisions Respecting Insurance**. All insurance required by Section 8.01 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Maintenance Company and authorized to write such insurance in the State. All insurance required by Section 8.01 hereof shall be occurrence based. Such insurers shall have a minimum policy holders rating of no less than "A" pursuant to the latest rating publication of Property and Casualty Insurers by A.M. Best Company and have a financial strength rating of no less than "10". Such insurance may provide deductible amounts in such maximum amounts as may be recommended by an independent insurance consultant retained by the Maintenance Company. All insurance policies carried in accordance with Section 10.01 hereof and all policies taken out in substitution or replacement for any such policies shall provide that the insurance shall not be invalidated by any action or inaction of any Person and shall insure the Agency regardless of any breach or violation by any Person of any warranties, declarations or conditions contained in such policies; shall provide that as against the City or the Maintenance Company, as the case may be, the insurers shall waive any rights of subrogation, any right of set-off and counterclaim and any other right of deduction whether by attachment or otherwise (except for claims arising out of the willful misconduct or gross negligence of such insured); and shall provide that if such insurance is canceled for any reason whatever, or is changed in any material respect or if such insurance is allowed to lapse for nonpayment of premium, such cancellation, change or lapse shall not be effective for thirty (30) days after receipt by the City or the Maintenance Company, as the case may be, of written notice from such insurers of such cancellation, change or lapse; provided, however, that if it is not commercially practicable at the time of contracting for such insurance to obtain the requirements specified above, such policies shall provide for such requirements for as long a period as shall then be commercially practicable to obtain, if any. Each insurance policy required under Section 8.01 hereof shall be primary without right of contribution from any other insurance which is carried by or on behalf of the Maintenance Company.

8.03. **Certificates, etc.** Upon request, the Maintenance Company will furnish to the City copies of all insurance policies, binders and cover notes or other evidence of such insurance relating to the Public Use Easement Areas and the Public Use Improvements. The Maintenance Company will cause such firms to advise the City in writing promptly of any default in the

payment of any premium and of any other act or omission of which they have knowledge and which might invalidate or render unenforceable, in whole or in part, any insurance on the Public Use Easement Areas and Public Use Improvements.

8.04. Agency and City Insurance. Agency and City shall, at their expense, provide and maintain fire and extended coverage, vandalism and malicious mischief, and all-risk insurance coverage for buildings, improvements and any other real or personal property of Agency and City located on the Public Use Easement Areas in an amount equal to the full replacement cost thereof

IX. INDEMNIFICATION

The Maintenance Company shall indemnify and save the Agency, City, and Parks Department harmless against and from all claims, actions or judgments for loss, damage or injury, including death or personal or property damage of any kind or nature, by or on behalf of any person, firm, corporation or other legal entity arising from Maintenance Company's maintenance and repair obligations under this Agreement, including without limitation, (i) any condition of the Public Use Improvements, (ii) any breach or default on the part of the Maintenance Company in the performance of any of its obligations under this Agreement, (iii) any act or negligence of the Maintenance Company or of any of its agents, contractors, servants, employees or licensees or (iv) any act or negligence of any assignee or lessee of the Maintenance Company, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Maintenance Company. Notwithstanding the foregoing provisions, the Maintenance Company shall not be required to indemnify the Agency, City, and Parks Department for the Agency's, City's, or Parks Department's gross negligence or willful misconduct. All references to the Agency, City, and Parks Department in this Section IX shall be deemed to include their members, directors, officers, employees, contractors and agents. In the event a claim is made or action brought, the Maintenance Company shall have the right to defend such claim or action, at its sole cost and expense, with attorneys reasonably acceptable to the City. No such claim or action shall be settled without the consent of the City, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained herein, the indemnification obligations hereunder shall survive the termination of this Agreement for the applicable statute of limitations period.

X. BUDGET, INSPECTION AND AUDITS

10.01. Budget. The Maintenance Company and Agency shall conduct annual budget reviews in October of each year. The Maintenance Company shall submit its budget for the maintenance, repair and replacement of the Public Use Easement Areas and Public Use Improvements for the upcoming calendar year (the "Budget") to the City for review by not later than October 1st of each year. The Budget shall set forth in reasonable detail the amounts proposed to be allocated to each of the categories of services required by Maintenance Company to perform its obligations under this Agreement including, but not limited to, (i) the costs for the conceptual scope of those services set forth in the Maintenance and Repair of Public Use Easement Areas and Public Use Improvements Schedule annexed hereto as **Exhibit "A,"** (ii) a

capital improvement and replacement budget, (iii) costs for purchases and expenditures, and (iv) an allowance for a reasonable contingency. The Budget shall also include the Annual Fee. The Budget shall not be final until written approval is given by the City. The Budget shall be finalized by November 30th of each year. The Maintenance Company shall provide prompt written notice to the Agency if at any time the actual Cost of Services materially differs from the Budget, whether for an individual line item or in the aggregate.

10.02. Records and Accounts. The Maintenance Company shall establish and maintain accurate records and accounts which sufficiently and properly reflect all direct and indirect costs and expenses of any nature, including all expenditures by Maintenance Company made in the performance of this Agreement. Such records and accounts shall conform to generally accepted accounting principles.

10.03. Inspection and Audit Rights. Upon request of the City, Maintenance Company shall make available, at its principal place of business, for audit, inspection, or removal of copies by the City, Maintenance Company's books and records relating to the performance of this Agreement, including, but not limited to:

1. all fiscal records, including books, accounts, and canceled checks;
2. internal and external audits completed within the last three (3) years;
3. all expenses resulting from Maintenance Company's maintenance obligations pursuant to this Agreement; and
4. any other matters relating to the performance of and compliance with this Agreement, or with any laws or regulations governing the conduct of Maintenance Company under this Agreement.

XI. COVENANT OF DILIGENCE

The Maintenance Company agrees to perform all functions and exercise all authority, powers and duties hereunder in a professional and diligent manner and to use its best judgment and efforts to maintain and repair the Public Use Easement Areas and Public Use Improvements as efficiently as possible.

XII. ASSIGNMENT

Maintenance Company shall not assign or transfer this Agreement or its right title or interest herein without the prior written consent of Agency.

XIII. NOTICES

Any notice, communication, consent, direction, approval, instruction, request and other communication required to be given to or served upon either party hereto shall be given or

served by personal service or by express delivery or by mailing the same, postage prepaid, by the United States registered or certified mail, return receipt requested, to the following address:

TO AGENCY: **Glen Cove Industrial Development Agency**
City Hall
9-13 Glen Street
Glen Cove, New York 11542
Attention: Reginald A. Spinello, Chairman

TO CITY: **Glen Cove City Council**
City Hall
9-13 Glen Street
Glen Cove, New York 11542
Attention: Reginald A. Spinello, Mayor

With a copy to: **Glen Cove City Attorney**
City Hall
9-13 Glen Street
Glen Cove, New York 11542
Attention: Charles McQuair, Esq.

and

Zarin & Steinmetz
81 Main Street, Suite 415
White Plains, New York 10601
Attention: Michael D. Zarin, Esq.

TO MAINTENANCE COMPANY:

Such notice shall become effective one (1) Business Day after being deposited with any nationally recognized overnight carrier or, if delivered by hand, when received. Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

XIV. ENFORCEMENT

14.01. Right of Access. The City shall have a right of access to the Public Use Easement Areas at all times for the purpose of inspecting the Public Use Easement Areas and Public Use Improvements and determining the Maintenance Company's compliance or noncompliance with the terms of this Agreement, and any rules and regulations applicable to the Public Use Easement Areas.

14.02. Default.

(a) If Maintenance Company fails to perform any of its material obligations under this Agreement, the City shall give Maintenance Company written notice of such alleged violation, and Maintenance Company shall have a period of twenty (20) Business Days from its receipt of such notice to effectuate a cure. If the City finds that Maintenance Company has diligently commenced and prosecuted efforts to effectuate a cure during such time period, then the time period shall be extended for so long as Maintenance Company continues to proceed diligently with the effectuation of such cure. If the City finds that Maintenance Company is unable to commence to effectuate a cure of an alleged violation in the initial twenty (20) Business Day period due to circumstances beyond the reasonable control of Maintenance Company, then upon request by Maintenance Company, the City, in the exercise of its reasonable judgment, may allow Maintenance Company an additional period of time in which to commence to effectuate a cure.

(b) Notwithstanding anything to the contrary, if Maintenance Company fails to perform any of its material obligations under this Agreement, and Maintenance Company fails to cure such alleged violation within the applicable time period, then upon the expiration of the applicable time period, the City shall be entitled to any remedy available in law or at equity.

(c) The City shall further be entitled to perform any material obligation of the Maintenance Company not performed by the Maintenance Company, in accordance with this Section, and charge Maintenance Company and seek reimbursement for the reasonable cost and expense of such work, including, but not limited to, in the event the City assumes full responsibility for the Maintenance Company's obligations hereunder on a permanent basis as a result of Maintenance Company's default and failure to cure.

(d) Notwithstanding anything to the contrary, the City may make emergency repairs to mitigate hazardous or emergency conditions without notice to Maintenance Company, if Maintenance Company fails to perform its obligations to mitigate hazardous or emergency conditions under Section 5.06(c) in this Agreement, and seek reimbursement from the Maintenance Company for the reasonable cost and expense of such emergency work.

(e) If the City fails to perform any of its material obligations under this Agreement, the Maintenance Company shall give the City written notice of such alleged violation, and City shall have a period of twenty (20) Business Days from its receipt of such notice to effectuate a cure. If the Maintenance Company finds that the City has diligently commenced and prosecuted efforts to effectuate a cure during such time period, then the time period shall be extended for so long as the City continues to proceed diligently with the effectuation of such cure. If the Maintenance Company finds that the City is unable to commence to effectuate a cure of an alleged violation in the initial twenty (20) Business Day period due to circumstances beyond the reasonable control of the City, then upon request by the City, the Maintenance Company, in the exercise of its reasonable judgment, may allow the City an additional period of time in which to commence to effectuate a cure.

(f) If the City fails to perform any of its material obligations under this Agreement, and the City fails to cure such alleged violation within the applicable time period, then upon the

expiration of the applicable time period, the Maintenance Company shall be entitled to any remedy available in law or at equity.

14.03. Remedies Not Exclusive, etc. Upon a default, and at any time thereafter so long as the same shall be continuing, each of the City or Maintenance Company, as the case may be, may, at its option, by notice to the defaulting party, declare this Agreement to be in default, and thereupon or at any time thereafter the non-defaulting party may take whatever action at law or in equity as may appear necessary or desirable to recover damages for the breach hereof or to enforce performance or observance of any obligations, agreements or covenants of the City or Maintenance Company under this Agreement. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to any party hereto at law or in equity, and the exercise or beginning of exercise by any party hereto of any one or more of such remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other remedies. No express or implied waiver by any party hereto of any event of default shall in any way be, or construed to be, a waiver of any future or subsequent event of default.

XV. ACCOUNTING

Maintenance Company shall keep complete and accurate accounting reports of all expenditures relating to the Public Use Easement Areas and Public Use Improvements. Such reports and records shall be kept in accordance with good accounting practices. Maintenance Company shall permit the City to inspect Maintenance Company's accounting reports and records at Maintenance Company's offices listed in Article XVI hereof during reasonable business hours and at the City's expense.

XVI. EQUIPMENT AND IMPROVEMENTS

Maintenance Company may, with the City's written approval, purchase and install other equipment or improvements, which the parties agree should be installed within the Public Use Easement Areas. Title to equipment and improvements purchased and installed by Maintenance Company shall vest in Agency upon installation. The total cost thereof (including delivery and installation costs and taxes) shall be reimbursed to Maintenance Company by the City within ten (10) days after receipt of Maintenance Company's statement showing the description and cost of each item. Maintenance Company agrees that it will not make or construct any improvements, additions or alterations to the Public Use Easement Areas without the prior written consent of the City.

XVII. CITY'S RIGHT TO AUDIT

City shall have the right to request periodic audits of all applicable accounts managed by Maintenance Company.

XVIII. LAWS, ORDINANCES AND LICENSES

23.01. **Compliance**. Maintenance Company shall, at its expense, comply with all statutes, ordinances, laws, rules, regulations, orders and requirements of any federal, state or municipal government and appropriate departments, commissions, boards and offices having jurisdiction regarding the use or manner of use of the Public Use Easement Areas or the construction, maintenance, operation or management of the Public Use Easement Areas. Maintenance Company shall comply with all licenses and easements applicable to the Public Use Easement Areas.

23.02. **Contests**. Maintenance Company, at its sole expense and without cost to the City, shall have the right to contest by a proper legal proceeding the validity of any statute, ordinance, law, rule, regulation, order or requirement, provided such contest does not suspend Public Use Easement Areas operations or the right and duties of the parties under this Agreement. Subject to the foregoing, the City may postpone compliance with any applicable law, ordinance, order, rule, regulation or requirement to the extent and in the manner permitted by law until final determination of any pertinent proceeding. Maintenance Company shall diligently prosecute all such proceedings. Notwithstanding the foregoing, if failure to comply promptly with any statute, ordinance, law, rule, regulation, order or requirement would cause suspension of Public Use Easement Areas operations or would expose Maintenance Company and/or the City to imminent civil or criminal liability, then Maintenance Company may (but is not obligated to) cause the same to be complied with at its expense.

XIX. RELEASE AND WAIVER OF SUBROGATION

In the event all or any part of the Public Use Easement Areas (including any buildings, improvements or other real or personal property thereon) are damaged or destroyed by fire or other casualty, the rights or claims of either party or its employees, agents, successors or assigns against the other with respect to liability for such loss, destruction or damage therefrom, including loss, destruction or damage suffered as a result of negligence of either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent of the insurance coverage carried by the parties hereto. All such insurance policies shall contain a clause or endorsement providing that the insurance shall not be prejudiced if the insured has waived its rights of recovery (including subrogation rights) against any person or Maintenance Company prior to the date of loss, destruction or damage.

XX. TERMINATION

This Agreement is terminable for cause by the Agency upon ten (10) days written notice to the Maintenance Company. The Agency shall be permitted to enter into a new agreement with a different party to assume the Maintenance Company's responsibilities hereunder upon the expiration of the ten (10)-day notice period.

XXI. MISCELLANEOUS

21.01. Amendment. This Agreement may be amended from time to time by written amendment hereto, and executed by the Agency and the Maintenance Company.

21.02. Reliance by Third Parties. No person or entity other than the Maintenance Company, City, Agency, Parks Department or a legal representative, successor in interest or assignee of such party shall be entitled to rely on this Agreement or the performance of Maintenance Company or the City, Agency, Parks Department hereunder. This Agreement is not made for the benefit of any other person or entity and no such other person or entity shall be entitled to enforce, or assert any claim arising out of or in connection with this Agreement.

21.03. Binding Effect; Successors and Assigns. The terms and provisions of this Agreement, and the respective rights and obligations hereunder of the Maintenance Company and the City shall be binding upon their respective successors and assigns and inure to the benefit of their respective permitted successors and assigns.

21.04. Relationship of the Parties. No partnership or joint venture between the parties is created by this Agreement, it being that Maintenance Company is an independent contractor.

21.05. Force Majeure. Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control.

21.06. Construction and Applicable Law. The section headings in this Agreement and the table of contents are for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision hereof. This Agreement has been negotiated and delivered in the State of New York and shall in all respects be governed by and construed in accordance with the laws of the State, including matters of construction, validity and performance.

21.07. Approvals. Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.

21.08. Waivers. No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

21.09. Severability. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

21.10. No Personal Liability. Notwithstanding anything in this Agreement to the contrary, the obligations and agreements of the City and the Maintenance Company contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto, shall be deemed the obligations and agreements of the City and the Maintenance Company and not of any member, director, officer, agent or employee of the City or the Maintenance Company in his\her individual capacity, and the members, directors, officers, agents and employees of the City and the Maintenance Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby.

21.11. Agreement Non-Exclusive as to Maintenance Company. Maintenance Company shall be required to devote such time as reasonably necessary to accomplish the purposes of this Agreement and nothing herein contained shall require Maintenance Company to devote its full time or prevent Maintenance Company from engaging in other business activities.

21.12. Laws and Ordinances. Maintenance Company shall not use all or any part of the Public Use Easement Areas for any use or purpose which (a) is forbidden by or in violation of any law of the United States, any state law or any city ordinance, or (b) may be dangerous to life, limb or property.

21.13. No Discrimination. The Maintenance Company shall not unlawfully discriminate against any employee or applicant for employment, or anyone desiring to access the Public Use Easement Areas or participate in an activity or program in the Public Use Easement Areas because of race, creed, religion, color, sex, age, national origin, disability, marital status, or sexual orientation. The Maintenance Company shall comply with the Americans with Disabilities Act and regulations pertaining thereto, as applicable.

21.14. Entire Agreement. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Reginald A. Spinello
Title: Chairman

CITY OF GLEN COVE

By: _____
Name: Reginald A. Spinello
Title: Mayor

[MAINTENANCE COMPANY]

By: _____
Name:
Title:

EXHIBIT "A" to PUBLIC USE IMPROVEMENTS MAINTENANCE AGREEMENT

MAINTENANCE AND REPAIR OF PUBLIC USE EASEMENT AREAS AND PUBLIC USE IMPROVEMENTS

Maintenance Company shall be responsible for the following maintenance and repair activities:

1. Cleaning.

(a) Dirt, litter and obstructions shall be removed as needed, and trash and leaves collected and removed as needed so as to maintain the Public Use Easement Areas and the Public Use Improvements in a clean, neat and good condition.

(b) All walkways, sidewalks, furniture, playgrounds, restrooms, and all other improvements and facilities installed in the Public Use Easement Areas shall be routinely cleaned and maintained so as to keep such improvements and facilities in a clean, neat and good condition.

(c) Graffiti shall be promptly painted over or removed as appropriate to the nature of the surface. The Maintenance Company shall use its best efforts to remove graffiti within forty eight (48) hours after its appearance and continue until such graffiti is painted over or removed to the reasonable satisfaction of the Parks Department.

(d) Drains, sewers and catch basins shall be cleaned regularly to prevent clogging.

(e) Branches and trees damaged or felled by winds, ice, vandalism, or by any other reasons whatsoever, shall be promptly removed.

2. Snow Removal. Snow and ice shall be removed from all walkways and all other paved surfaces used for pedestrian movement within a reasonable period of time after each snowfall or accumulation of ice so as not to interfere with safe passage. Snow removal methods appropriate for the Public Use Easement Areas that minimize adverse impact on the plant material and walkway surfaces shall be developed in coordination with the City.

3. General Landscape Maintenance. The Maintenance Company shall perform the following landscape maintenance work:

(i) Prune and trim trees and shrubs that are overextended, dead or are otherwise unsafe or unsightly, as necessary to maintain their natural form.

(ii) Remove or destroy any weeds growing between paving blocks, pavement, cobbled and concrete areas.

(iii) Apply fertilizer to trees, shrubs, plants and other lawn areas, as appropriate, based on ecological sustainability goals that are agreed upon between the Maintenance Company and the City.

(iv) Remove any sand deposited as a result of winter sandings.

(v) Replace any plant material or trees that are dead, diseased and/or otherwise unhealthy with healthy specimens of substantially equal type and reasonable size, where appropriate.

(vi) Reseed and/or re-sod grass areas as needed.

(vii) Rake and collect leaves.

(viii) Water all trees, shrubs, plantings and grass-covered areas as necessary to maintain such vegetation in a healthy condition. In extended periods of drought, i.e., little precipitation/high temperatures for more than one week, ground cover, trees, shrubs and other plantings shall be thoroughly watered, subject to any City or State regulations governing water usage.

(ix) Wrap trees, shrubs and other plant material as necessary to ensure adequate winter protection.

(x) Weed as needed.

(xi) Mow and edge grass-covered areas as needed, but not less than on a weekly basis during the spring and summer seasons.

4. Repairs and Replacement. Repair and replacement of all Public Use Improvements within the Public Use Easement Areas shall be performed as needed to maintain such facilities in good order and working condition. The Maintenance Company shall exercise due diligence in commencing the repair or replacement of same as promptly as possible and shall complete the same within a reasonably expeditious time after commencement. To the extent feasible, replacement materials shall match existing materials. Repairs shall include, but not be limited to, the following, as applicable to the facilities in the Public Use Easement Areas:

(a) Benches, Lounge Chairs, Bicycle Racks, Tables, Playground/Parks Equipment, and Other Furniture: Undertake all maintenance, including replacement of any broken or missing slats and painting, as necessary.

(b) Retaining Walls, Bulkheads, Barriers and/or Fencing: Any broken or materially cracked retaining walls, bulkheads, barriers and/or fencing shall be repaired or removed and replaced.

(c) Paving: All paved surfaces shall be maintained so as to be safe and attractive.

(d) Signage: All graphics shall be maintained in a first class condition and all vandalized or damaged signage shall be promptly cleaned or replaced with new signage to match other installed signs.

(e) Painting: All items with painted surfaces shall be painted on an "as needed" basis in a timely manner. Surfaces shall be scraped free of rust or other extraneous matter and painted.

(f) Plant Materials and Trees: Plant materials and trees that are dead, diseased and/or otherwise unhealthy shall be replaced with healthy specimens of substantially equal type and of reasonable size.

(g) Construction Defects & Hazardous Conditions: The Maintenance Company shall periodically inspect the Public Use Easement Areas for construction defects and hazardous conditions, shall promptly repair or replace any portion or feature of the Public Use Easement Areas that exhibits such defects or hazardous conditions, and shall institute appropriate measures to protect the public from harm, including but not limited to the erection of warning signs and temporary barriers, during the period of repair or replacement.

(h) Roadways and Parking: Maintain the paved surfaces of the streets and parking areas, as well as associated sidewalks and lighting, in good working order, including, but not limited to, snow plowing at such times as the accumulated snow fall so requires.

(i) Esplanade, Paths, Walkways, Boardwalks, Piers and Trails: Maintain such surfaces in good working order, including, but not limited to, snow removal and repairing or replacing material cracks or broken sections.

(j) Stormwater Management, Including Erosion and Sediment Control: Maintain the Project's stormwater management facilities in a workable manner, and in accordance with the short- and long-term monitoring and maintenance requirements set forth in the Stormwater Pollution Prevention Plan ("SWPPP) approved for the Project. Erosion and sediment control measures shall also be installed and maintained pursuant to the approved SWPPP, and shall remain in effect until disturbed areas are permanently stabilized. The erosion and sediment control measures set forth in the Site Management Plan approved for the Project shall also be installed and maintained pursuant to the requirements thereof.

(k) Marina Support Buildings: The roof, structural portions, and interior and exterior of the Marina Support Buildings shall be kept in good condition and repair.

SCHEDULE "F"

RULES AND REGULATIONS FOR PUBLIC USE OF PUBLIC USE EASEMENT AREAS ("PUEA")

1. No person shall throw or deposit any litter within a PUEA.

2. No person shall affix or post any commercial or non-commercial handbill, poster or notice in or upon a PUEA, unless authorized by the Agency in writing.

3. No person shall engage in the commercial or non-commercial distribution of products and/or material in or upon PUEA (other than non-commercial printed or similar expressive material), unless authorized by the Agency in writing.

4. No peddler, solicitor or street vendor shall be permitted to operate within a PUEA unless it receives the written permission of the Agency and is in compliance with all applicable laws, rules and regulations of the City of Glen Cove (collectively, "Applicable Laws").

5. No person shall drive, stop, stand or park a motor vehicle within a PUEA (except to the extent required for persons with disabilities, or for performing security, maintenance or repair work on behalf of the Agency).

6. No person shall loiter for illegal purposes in or upon a PUEA, or conduct any activity that would obstruct pedestrian traffic or be detrimental or injurious to public safety.

7. No person shall deface, injure, destroy, displace or carry away any property, structure, ornament or landscaping.

8. No person, corporation, organization or other entity shall hold or sponsor any meeting, exhibition, musical, theatrical or other performance, or other scheduled or unscheduled event in a PUEA, unless authorized in writing by the Agency, and open to the public (unless otherwise authorized as a private event).

9. The following shall be prohibited:

   - excessive noise, including from radio and other music playing, noxious odors, objectionable vibrations, or any other use constituting a nuisance, unless approved by the Agency for a Special Event;

   - nudity;

   - illegal drugs;

- smoking;
- obscenity;
- prostitution or any other conduct for immoral purposes;
- use in violation of Applicable Laws;
- use or possession of dangerous, flammable, or combustible objects or materials; and
- explosives, firearms and weapons.

SCHEDULE "G"

SAFE-HARBOR MANAGEMENT CONTRACT GUIDELINES SUMMARY REV. PROC. 97-13 AND NOTICE 2014-67

General Rule.

A contract between a state or local governmental unit (a "Qualified User") and a non-exempt provider (a "Provider") for the management of, or services rendered at, or incentive payment in respect of, a Tax-Exempt bond-financed facility that meets the safe-harbor guidelines of Rev. Proc. 97-13 and/or Notice 2014-67, as summarized below, and does not otherwise give the Provider an ownership or leasehold interest in bond-financed property for federal income tax purposes is treated as not creating any private business use under section 141(b) or 145(a)(2)(B) of the Internal Revenue Code (the "Code"). In addition, if the guidelines are met, the burden to prove that the contract creates impermissible private activity would shift to the Internal Revenue Service ("IRS") in a tax court proceeding. All contracts must be reviewed on a case-by-case basis.

General Requirements.

1. *Reasonable Compensation and No Net Profits.* The compensation must be reasonable and no portion of the compensation paid to the Provider may in any event be based on net profits derived from the bond-financed facility. However, a compensation that is based on a percentage either of gross revenues or of expenses (but not both) is permitted. Reimbursement for actual and direct expenses paid by the Provider to unrelated persons is not by itself treated as compensation.

2. *No Penalty if Required to be Cancelable.* Whenever a contract is required to be cancelable as described below, it must be possible to cancel it without penalty imposed on the Qualified User. A "penalty" means: (a) any limitation on the Qualified User's right to compete with the Provider; (b) any requirement that the Qualified User purchase equipment, goods or services from the Provider; or (c) any requirement that the Qualified User pay liquidated damages for cancellation of the contract. A requirement that the Qualified User reimburse ordinary and necessary expenses of the Provider or a restriction against hiring key personnel of the Provider is not a penalty. A penalty may exist where provisions of another contract between the Provider and Qualified User (e.g., a loan or guarantee) impair the practical ability of the Qualified User to terminate the service contract for example by automatically terminating when the service contract terminates.

3. *No Role or Relationship between Qualified User and Provider.* There must not be any role or relationship between the Qualified User and the Provider that would substantially limit the Qualified User's ability to exercise its rights under the contract, including cancellation rights. This requirement is considered satisfied if (a) not more than 20% of the voting power of the governing board of the Qualified User is vested in the Provider and its directors, officers, shareholders and employees, (b) overlapping board members do not include the chief executive officers of the service provider or its governing body or the Qualified User or its governing body, and (c) the Qualified User

and the Provider are not "related persons" within the meaning of §1.150-1(b)of the Regulations.

Permitted Contract Term and Compensation Arrangements.

The contract term (which includes renewal options) and the compensation arrangements must meet one of the following five requirements:

Contract Maximum Term Limit	Permissible Compensation Arrangements
1. Lesser of 15 years (20 years for public utility property) or 80% of the reasonably expected useful life of the bond-financed property. No cancellation right required.	1. At least 95% of compensation for each annual period must be based on a periodic fixed fee. A one-time productivity award is permitted.
2. Lesser of 10 years (20 years for public utility property) or 80% of the reasonably expected useful life of the bond-financed property. No cancellation right required.	2. At least 80% of compensation for each annual period must be based on a periodic fixed fee. A one-time productivity award is permitted.
3. 5 years, cancelable by the Qualified User at the end of 3 years without penalty.	3. At least 50% of compensation for each annual period must be based on a periodic fixed fee or, alternatively, 100 percent must be based on a capitation fee or any combination of periodic fixed fees and capitation fees.
4. 3 years, cancelable by the Qualified User at the end of 2 years without penalty.	4. 100% of compensation may be based on a per-unit fee stated in the contract or otherwise specifically limited by the governmental service recipient or an independent third party (*e.g.*, Medicare reimbursement formulas). Alternatively, 100 percent of compensation may be based on any combination of periodic fixed fees and per-unit fees.
5. 2 years, cancelable by the Qualified User at the end of 1 year without penalty.	5. 100% of compensation may be based on a percentage of the fees charged at the bond-financed facility except that, during the start-up period of the facility, it may be based on either gross revenues, gross revenues adjusted for bad debt or similar allowances or the expenses of the facility. This compensation arrangement is available only (i) with respect to facilities providing services to third parties (*e.g.*, radiology, facilities) or (ii) during an initial start-up period during which operations have been insufficient to permit a reasonable estimate of annual gross revenues.
6. 5 years.	6. 100% of compensation may be based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, a combination of any of the

	foregoing, or a percentage of gross revenues, adjusted gross revenues, or expenses of a facility financed or refinanced with the Bonds (but not both revenues and expenses). A tiered Productivity Reward, as hereinafter defined, will be treated as a stated amount or a periodic fixed fee, as appropriate. For purposes of this paragraph, a "Productivity Reward" means a stated dollar amount based on either increases in gross revenues (or adjusted gross revenues) or reductions in total expenses (but not both) in any annual period for the term of the contract.

Definitions of Permissible Compensation Arrangements.

1. *Periodic Fixed Fee* is a stated dollar amount for services rendered for a specified period of time. The stated dollar amount may automatically increase according to a specified objective external standard that is not linked to the output or efficiency of a facility, e.g., the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective external standards.

2. *Capitation Fee* is a fixed periodic amount payable for each person for whom services are provided (e.g., an HMO member) as long as the quantity and type of services actually provided vary substantially from person to person. A capitation fee may include a variable component of up to 20% of the total capitation fee designed to protect the Provider against risks such as catastrophic loss.

3. *Per-Unit Fee* is a stated amount for each unit of services provided (*e.g.*, medical procedure performed, car parked, passenger mile traveled, ton of waste incinerated, unit of landfill capacity consumed). The stated dollar amount may automatically increase according to a specified objective external standard that is not linked to the output or efficiency of a facility, *e.g.*, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective external standards.

4. *Productivity Award* is a stated dollar amount of additional compensation based on increases or decreases in gross revenues or reductions in total expense target (but not both) in any annual period during the term of a contract.

Revision and Renewal of Management Contract.

If the compensation arrangements of a management contract are materially revised, the requirements for compensation arrangements are retested as of the date of the material revision and the management contract is treated as one that was newly entered into as of the date of the material revision.

A renewal option is a provision under which the Provider has a legally enforceable right to renew the contract. Thus, for example, a provision under which a contract is automatically renewed for one-year periods absent cancellation by either party is not a renewal option (even if it is expected to be renewed).