AMENDED AND RESTATED CONDOMINIUM OFFERING PLAN FOR 308 West 133rd STREET CONDOMINIUM (AMENDMENT 10 TO THE ORIGINAL OFFERING PLAN)

308 West 133rd STREET
NEW YORK, NEW YORK

DATED: _____, 2026

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THE 308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NEW YORK

AMENDED AND RESTATED CONDOMINIUM OFFERING PLAN FOR
308 WEST 133rd STREET CONDOMINIUM
(AMENDMENT 10 TO THE ORIGINAL OFFERING PLAN)
DATED: _____, 2025

This is an Amended and Restated Condominium Offering Plan for 308 West 133rd Street Condominium (herein after the "Condominium"), 308 West 133rd Street, New York, New York (the "Building") which modifies and supplements the terms of the original Offering Plan dated February 1, 2018, as amended. The Offering Plan and said prior Amendments, as modified by the terms of this Amended and Restated Plan are hereinafter collectively referred to as the "Plan".

This Amended and Restated Plan has been filed by Harlem 133 Owner, LLC (the "New Sponsor"). The New Sponsor acquired title to forty-seven (47) unsold units (the "Unsold Units") on October 22, 2021, pursuant to a bargain and sale deed made by Lori Lapin Jones, Esq., Solely in her capacity as The Chapter 11 Trustee of the Estate of W133 Owner LLC (the "Trustee"). W133 Owner LLC was the "Successor Sponsor". The Unsold Units were transferred to Successor Sponsor, an affiliate entity of 308 West 133rd Street LLC (the "Initial Sponsor"). Successor Sponsor obtained financing from Harlem 133 Lender, LLC, which foreclosed on Successor Sponsor's interests in the Unsold Units. Harlem 133 Lender, LLC has been renamed Harlem 133 Owner, LLC.

1. Transfer to New Sponsor and Identity of New Sponsor

The New Sponsor became the owner of the Unsold Units on October 22, 2021, pursuant to a bargain and sale deed made by the Trustee, a copy of which is annexed hereto as **Exhibit A**. The New Sponsor is a Delaware limited liability company and the address for the New Sponsor is c/o Quaestor Advisors, 405 Lexington Avenue, New York, NY 10174.

The New Sponsor has not been involved in any condominium or cooperative offering plans. The principal of New Sponsor is Lawrence Cutler (the "Principal").

Mr. Cutler is the Chief Operating Officer of Arena Investors and a seasoned investment firm operations and compliance executive with previous leadership roles at D.B. Zwirn & Co., Pequot Capital Management, UBS Global Asset Management, INVESCO, HSBC, and the SEC.

Within the past five (5) years, Lawrence Cutler has only been a principal of the sponsor of the 180 West 33rd Street Condominium and is current on all of its financial obligations with respect to same. Mr. Cutler has not been involved in any other 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.

There have been no prior felony convictions of the New Sponsor or the Principal and no prior convictions, injunctions and judgments against the New Sponsor or the Principal 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.

The Sponsor Certifications for the New Sponsor and Principal are annexed hereto as **Exhibit B.**

2. Offering of Unsold Residential Units, Community Facility Unit and Revised Schedule A

The number of Unsold Units owned by the New Sponsor are forty-six (46) Residential Units and one (1) Community Facility Unit. The majority of the Units were previously occupied. All Units are currently vacant. Annexed hereto as **Exhibit C** is a revised Schedule A, reflecting the Unsold Units that will be offered for sale and provides current estimated Common Charges and real estate tax information.

The Real Estate Taxes listed in Schedule A are based upon the projected assessed taxes for the current tax year.

The New Sponsor will endeavor in good faith to sell all of the Unsold Units in a reasonably timely manner to Purchasers.

3. Financial Obligations

The New Sponsor has no financial obligations to the Condominium which will become due within twelve (12) months (other than the obligation to make common charges payments in connection with the New Sponsor's ownership of the Unsold Unit) under the Offering Plan. There are no delinquencies in connection with the payment of taxes by New Sponsor to the Condominium. As Condominium operations have not yet commenced, there are currently no common charges owed by New Sponsor for the Unsold Units. The New Sponsor is current on its obligations to its lender regarding the mortgage encumbering the Unsold Units.

The New Sponsor will have no obligation to perform any work in any Unsold Unit between the date of this Tenth Amendment, and the date said Unsold Units are transferred, except that which may be required by law and set forth herein.

4. Description of Property

Annexed hereto as **Exhibit D** is the revised Description of Property prepared by DJLU Architect having an address at 5 W. 37th Street, 6th Floor, New York, New York 10018. The revised Description of Property supersedes the Description of Property report that was contained in the original Offering Plan.

5. Floor Plans

The layout of some of the Units has been changed from their original configurations. Annexed hereto as **Exhibit E** are the revised Floor Plans for all Units at the Building.

6. New Sponsor Renovations

New Sponsor renovated the Common Elements including updating the décor of the lobby and hallways in the Building. Additionally, New Sponsor reconfigured some Units from one bedroom to studio units to create better use of the space in the Unit. The appliances in some of the Units are used.

7. New Budget

Annexed hereto as **Exhibit F** is a revised Schedule B–Budget for the First Year of Condominium Operation. The revised Schedule B includes updated information on the projected revenues and expenses anticipated to be received and incurred by the Condominium during its first year of operation. The First Year of Condominium Operation is anticipated to be June 1, 2026 – May 31, 2027.

The New Sponsor anticipates that the First Closing will occur by June 1, 2026. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the First Closing occurs later than May 31, 2027, twelve months after the projected date of the First Closing. If the actual or anticipated date of commencement of the operation of the Condominium is to be delayed by more than six (6) months from the budget year projected herein, the Offering Plan will be amended to include a revised budget disclosing the then current projections. If such amended projections exceed the original aggregate projections by twenty-five (25%) percent or more, New Sponsor will offer all Purchasers, the right, for a period of time of not less than fifteen (15) days, to rescind their Agreements and have their deposits refunded.

However, if the first unit closing occurs before May 31, 2027, the New Sponsor may schedule the closings of title to other Units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the New Sponsor is not obligated to schedule your closing within any specific time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

Purchasers who enter into purchase agreements after the presentation date of this Amendment will be entitled to rescission if the actual first unit closing date or any further updated projected first unit closing date does not occur before May 31, 2027.

The Condominium Budget is not intended and should not be taken as a guaranty or warranty by the New Sponsor, the Managing Agent, the Board of Managers or any other person that the annual Common Charges or other income and expenses for the fiscal year June 1, 2026

through May 31, 2027 or any subsequent year of operation of the Property will be as set forth in the annexed Budget and it is likely that the actual Common Charges and other items of income and expense will vary from the amounts depicted.

8. Revised Schedule B-1

Annexed hereto as **Exhibit G**, is a revised Schedule B-1 – Estimate of the Utilities Expenses for the First Year of Condominium Operation. The revised Schedule B-1 has been prepared for the New Sponsor by Salamon Engineering PLLC, with a business address at 330 West 38th Street, Suite 402, New York, New York 10018.

9. Temporary Certificate of Occupancy

A Temporary Certificate of Occupancy ("TCO") has been issued for the Building. A copy of the current TCO is annexed hereto as **Exhibit H**. New Sponsor shall continue to cause the TCO to be renewed until the PCO is issued.

10. Financing of Unsold Units.

The New Sponsor has financed its purchase of the Unsold Units through a mortgage, in the amount of $5,000,000.00 (the "Loan"), from Emerald Creek Capital 3, LLC (the "Lender") and thus the Unsold Units are subject to the lien of the Lender. The Loan is evidenced by, among other things, a Mortgage and Security Agreement dated as of December 23, 2024, between the Lender and the New Sponsor. The Mortgage and Security Agreement was recorded on January 8, 2025, in City Register CRFN 2025000006265. The financing terms contain minimum release prices set by the Lender and a required minimum payment per sale which must be made to the Lender in order for the Lender to release its lien from the Unit being sold.

The salient terms of the loan are listed below:

Bank:	Emerald Creek Capital 3, LLC
Address:	575 Lexington Avenue, Suite 3120, New York, New York
Loan No.:	0545
Principle Balance:	$5,000,000.00
Interest Rate:	9.05%
Monthly Payment:	$17,924.03
Maturity Date:	June 22, 2026

11. Board of Managers

The members of the Board designated by the New Sponsor to serve on the Board of Managers are Lawrence Cutler, Antoinette Walker and Luis Gomez, who are principals of New Sponsor or are an employee of the New Sponsor. The New Sponsor controls the Board of Managers.

12. New Form of Purchase Agreement/Procedure to Purchase

Attached hereto as **Exhibit I** is a copy of the form of Purchase Agreement and annexed hereto as **Exhibit J** is the form of Deed for the Unsold Units, with no representation or warranties unless otherwise expressly set forth therein

Neither New Sponsor nor the Selling Agent makes any representations as to the terms or availability of any mortgage financing. Purchasers should be aware that in the event a Purchaser obtains a mortgage loan commitment to purchase a Unit, and (a) does not close on the purchase of the Unit before the expiration of the commitment, even if New Sponsor is not ready to close on the Unit, and/or (b) either incurs additional fees to extend the commitment or obtain a new commitment from the same or another lender, or incurs any additional fees, costs or expenses in connection with any delay in the anticipated or scheduled closing date (including, but limited to, increases in interest rates or additional "points" or extension fees levied by the lender), or loses the commitment, Purchaser must pay all such fees or costs incurred by or imposed upon the Purchaser. In addition, even if a loan commitment is obtained, its terms may be limited, and it could expire before the Purchaser's scheduled Closing Date. New Sponsor shall have no liability as a result of any scheduling or adjournment of the Closing beyond the expiration of a loan commitment. New Sponsor, its principals, Selling Agent and counsel will not be responsible for the payment or reimbursement of any such fees or costs incurred by or imposed on the Purchaser. The expiration of Purchaser's loan commitment will not relieve a Purchaser from his or her obligations under the Purchase Agreement to pay the balance of the Purchase Price when due and if payment is not made when due, including the applicable grace period, the Down Payment may be forfeited.

The number of units sold and unsold within the Building may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered, fixed or variable interest rate, term of loan and verification requirements) to possible unwillingness to provide any financing.

In light of the foregoing, prospective Purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of Residential Units which may be held as Unsold Residential Units, and the lender's policies with regard to same and to finalize their financing arrangements before signing a Purchase Agreement.

Any representation, covenant or warranty made by the Initial Sponsor as set forth in the Plan or the amendments thereto with respect to the Purchase Agreement or procedure to purchase an Unsold Unit, including, but not limited to, a right of rescission, shall not be binding upon the New Sponsor and shall be of no force and effect. The terms of this Amended and Restated Plan shall control and govern the parties' respective obligations.

A Purchaser will be afforded a minimum of three (3) days to review the Offering Plan and all filed amendments prior to executing a binding Purchase Agreement.

Upon signing the Purchase Agreement, the purchaser shall make a deposit of not more than ten (10%) percent of the total purchase price of the Unsold Unit. Additional deposits may be required to pay for the cost of such custom work, upgrades or extras that the purchaser and New Sponsor may agree upon. These additional deposits will be placed in the Escrow Account (as defined herein) with the initial deposit. However, the funds deposited in connection with custom work, upgrades and/or extras may be released from the Escrow Account by the Escrow Agent (as defined herein) so long as the New Sponsor uses such funds to pay for the costs of the custom work, upgrades and/or extras. As result, in the event that a purchaser shall become entitled to a rescission of a Purchase Agreement, the purchaser will not receive a refund of any funds used for custom work, upgrades and/or extras.

Once a purchaser has executed a Purchase Agreement the New Sponsor must either accept the Purchase Agreement and return a fully executed counterpart to the purchaser within thirty (30) days or reject the Purchase Agreement and refund the initial deposit to the purchaser. If the New Sponsor takes no action within said thirty (30) day period the Purchase Agreement shall be deemed rejected. The risk of loss or damage to the Unsold Unit by fire or any other cause is assumed by the New Sponsor until the earlier of delivery of the deed to the Unsold Unit or delivery of possession.

13. The Escrow Agent.

A copy of New Sponsor's Escrow Agreement is annexed hereto as a part of **Exhibit K**. The law firm of Schwartz Sladkus Reich Greenberg Atlas LLP, with an address at 444 Madison Avenue, 6th Floor, New York, New York 10022, telephone number (212) 743-7000, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Jeffery M Schwartz, Esq., Steven D. Sladkus, Jeffrey S. Reich, and Astra M. Tudisco, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Agent has established the escrow account at Webster Bank located at 1412 Broadway, 7th Floor, New York, New York 10018, ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Schwartz Sladkus Reich Greenberg Atlas LLP Attorney Escrow Account (the "Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

All Deposits received by Purchaser shall be in the form of checks or wire transfers and shall be made payable directly to the order of Schwartz Sladkus Reich Greenberg Atlas LLP, as Escrow Agent.

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

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.010 %. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement, as revised to reflect the foregoing, is attached hereto as Exhibit **C**. The revised escrow provisions are included in Paragraph 57 of the Purchase Agreement, which must be executed by the Escrow Agent.

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. With ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser

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

Under no circumstances shall New Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of the 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 §§ 352-3(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.

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

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

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

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

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

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

Any provision of any contract or agreement, whether oral or in writing, by which a purchaser purports to waive or indemnify any obligation of the Escrow Agent hold trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Offering Plan or in a Purchase Agreement. Purchasers shall not be obligated to pay any legal or other expense of the New Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

14. Change in Closing Costs

The provisions of the Plan relating to the payment of the legal fees to the New Sponsor's attorneys as previously amended are hereby further amended so that the payee with respect to the Purchaser's payment of the New Sponsor's legal fees shall be Schwartz Sladkus Reich Greenberg Atlas LLP.

All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, Purchaser shall also be responsible for payment of the following fees to New Sponsor's attorneys, Schwartz Sladkus Reich Greenberg Atlas LLP, in connection with the closing of title to Purchaser's purchase of an Unsold Unit: (i) the sum of $3,750.00 to reimburse Sponsor for its legal fees in handling the closing, (ii) if the Purchaser requests the Closing to occur other than at the offices of Schwartz Sladkus Reich Greenberg Atlas LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, an attendance fee of $500 for each Closing held within Manhattan and $750.00 for each Closing held in any borough outside Manhattan, (iii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, Purchaser shall pay a fee of $500.00 to Sponsor's attorneys, payable in advance, for preparation of an assignment agreement (Purchaser may pay more than one fee pursuant to this paragraph with respect to a single unit), (iv) if Purchaser obtains mortgage financing, then Purchaser shall pay Sponsor's attorneys an additional fee of $450.00 to defray the additional costs associated therewith, and (v) if the closing is adjourned through no fault of Sponsor, the Purchaser will be required to pay to Sponsor's attorneys an additional fee of $500.00 for each adjournment to help defray the cost of preparing for and coordinating the new closing.

15. Attorneys for the New Sponsor

Schwartz Sladkus Reich Greenberg Atlas LLP, with offices at 444 Madison Avenue, 6th Floor, New York, New York 10022, prepared this Amendment and shall represent the New Sponsor in connection with its efforts to continue to update the Offering Plan and to sell the Unsold Units.

16. Change in Sponsor's Choice of Title Company

The Plan makes several references to Imperial Abstract, LLC ("Imperial"). The Closing Costs and Adjustments section of the Plan provides a schedule of title insurance fees provided by Imperial and further provides for a $350.00 title review fee to be charged to purchasers who elect to use a title company other than Imperial.

Sponsor has elected to hereafter use the Empire National Title Agency ("Empire National") in connection with the sales of the Units. Empire National utilizes the same insurance fee schedule as Imperial. All references to Imperial in the Plan shall hereafter be deemed to be references to Empire National. Empire National has an office at 70 Charles Lindbergh Blvd, Suite 204A, Uniondale, NY 11553 and its phone number is (929) 299-7008.

17. Selling Agent

The new Selling Agent for the Condominium shall be Serhant LLC. Selling Agent has an address at 372 West Broadway, New York, New York and has been involved in the brokerage and sale of real estate for in the New York metropolitan area for over two (2) years.

There have been no prior felony convictions of Selling Agent, or any principals of Selling Agent; and no prior convictions, injunctions and judgments against Selling Agent, or any principals of Selling Agent that may be material to the plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of the Plan.

18. Managing Agent for the Unsold Units

New Sponsor has engaged R.A. Cohen & Associates Inc. to manage the Unsold Units in with its principal office at 250 Park Avenue, Suite 1901, New York, New York, is a licensed real estate brokerage and management firm and has been engaged in the management of residential real estate for over thirty (30) years. Among the properties it currently manages are:

230 Riverside Drive, New York, New York
53 Greene Street, New York, New York
57-63 Greene Street, New York, New York

There have been no prior felony convictions of the Managing Agent or any of its principals and no prior convictions, injunctions and judgments against the Managing Agent or any of its principals 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.

19. Condominium Budget Expert

R. A. Cohen & Associates Inc. to manage the Unsold Units in with its principal office at 250 Park Avenue, Suite 1901, New York, New York, is a management firm and has been engaged in the management of residential real estate for over thirty (30) years and assisted in reviewing the Project Budget for First Year of Condominium Operations and provided the certification of budget and the certification of common charges. R. A. Cohen & Associates Inc. is not affiliated with New Sponsor and it estimated all amounts of income and expenses in Schedule B "Projected Budget for First Year" and opined on the adequacy of the Budget. See **Exhibit L** annexed hereto.

20. Accountant Letter

Attached hereto as **Exhibit M** is the new CPA letter from Cesarano & Khan, PC, dated July 8, 2025.

21. Insurance Letter

Attached hereto as **Exhibit N** is the new insurance letter by Hilb Group dated October 1, 2025.

22. Attorney Income Tax Opinion Letter

Attached as **Exhibit O** is the new Attorney Income Tax Opinion Letter by Schwartz Sladkus Reich Greenberg Atlas LLP dated October 30, 2025.

23. FinCEN

Financial Crimes Enforcement Network ("FinCEN") Requirements: The Assistant Director of the Financial Crimes Enforcement Network ("FinCEN") issued an Order ("Order") on July 22, 2016 which affects disclosure requirements for sponsors and prospective purchasers of residential real property located in all boroughs of New York City. The Order required certain title insurance companies that have received notification from FinCEN to collect and report information about persons involved in residential real estate transactions as noted below. The Order was revised on April 14, 2025 ("Revised Order") to cover more jurisdictions and to lower the purchase amount threshold for covered purchases to $300,000 and requires that covered purchases using virtual currency be reported to FinCEN. This reporting requirement will be in effect as of April 14, 2025 A copy of the Order is available at Https://www.fincen.gov/news_room/nr/files/Title_Ins_GTO_Sample_072716.pdf. Attached as **Exhibit Q** is a copy of the order.

Contract-vendees and prospective purchasers are advised that certain title insurance companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity defined as a corporation, limited liability company, partnership or other similar business entity, whether formed under the laws of a state or of the United States or a foreign jurisdiction; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan, and Staten Island; (3) the total purchase price is in excess of $300,000; (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer or virtual currency. The requirement of the Revised Order affects all residential real property closings occurring on or after November 17, 2018.

24. Changes to the Special Risks Section of the Offering Plan

Special Risks numbered 7 and 8 are deleted. The Real Estate taxes have been apportioned by the New York City Department of Finance. The estimates are no longer applicable.

New Special Risk number 40. Access to Unit 2B
The Residential Common Element Rooftop mechanical equipment is located on the Second Floor and the mechanical equipment services several residential units. Access for servicing the equipment will be provided through Unit 2B and the terrace. The Unit Owner will be provided with reasonable notice. However, in the case of an emergency, such right of entry shall be immediate, whether the Unit Owner 2B is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the

Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry.

New Special Risk number 41. Cooperative/Condominium Real Estate Tax Abatement
Real Property Tax Law Section 467-a provides for a cooperative/condominium abatement program that, where applicable, commonly reduces the tax liability of eligible residential units. The unit may be eligible for the abatement if:

The unit is the owner's primary residence.
The owners do not own more than three residential units in any on development.
The owner has filed a real property transfer tax form or deed with the City Register.
The owner is not receiving the clergy property tax exemption.
The unit is not owned by an LLC, partnership or corporation.
The board of managers must submit an affidavit stating that it will require that, during the City fiscal year for which the abatement is sought, all building service employees employed at the property receive the prevailing wage in New York City for workers in the same trade or occupation as determined by the City Comptroller.

Based upon the Budget and estimated employee salaries, the units will not qualify for a real estate tax abatement.

New Special Risk number 42. Effectiveness of the Plan.
New Sponsor will redeclare the plan effective before having any closings, even though the original offering plan was previously declared effective and a Declaration was filed. The Plan will be redeclared effective either by: (a) personal service of written notice to all purchasers and within five (5) business days following such notice, an amendment to this Plan confirming that this Plan was redeclared effective as of the date of such notice will be submitted to the Department of Law, which amendment, upon acceptance for filing, will be delivered to purchasers; or (b) by duly filed amendment to this Plan. The closing of title with respect to any Unit shall in no event take place prior to the acceptance for filings of such amendment to the Plan.

The Plan may not be redeclared effective unless bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Residential Units offered under the Plan, which in this plan is eight (8) units. Only the Residential Units can be counted towards effectiveness. The community facility unit may not be counted towards effectiveness. The first unit closing for purposes of tolling the 12-month recission period must be for a residential unit.

Notwithstanding the fact that not all Purchasers used for purposes 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 the First Closing, regardless of whether the Condominium Declaration has been recorded. See "Section X. Effective Date"

25. Changes to the Offering Plan

(A) XIII. Rights and Obligations of the Sponsor

Assignment of Warranties is deleted. New Sponsor has received no warranties for this Building that can be assigned.

26. Change in Condominium Marketing Name

The reference to "The Alston" in the seventh amendment to the Plan is deleted. The Condominium for marketing purposes shall also be referenced as "The Armstrong". The legal name of the Condominium pursuant to the Plan and the recorded Declaration is "The 308 West 133rd Street Condominium".

27. First Amendment to the Declaration and Bylaws

The Declaration of Condominium is dated January 16, 2019, and recorded in the New York City Register at CRFN 2019000150337. Attached hereto as Exhibit "P" is the First Amendment to the Declaration and Bylaws amending to provide that "Harlem 133 Owner, LLC" shall be the successor Declarant under the Declaration and to provide the successor Declarant with the rights and powers of the prior declarant.

28. Incorporation of Offering Plan

The Offering Plan, as modified and supplemented hereby, is incorporated herein by reference with the same effect as if set forth at length.

29. Definitions

All Terms in this Amendment not otherwise defined herein shall have the same meanings given them in the Offering Plan.

30. No Other Changes

There are no other material changes to the Plan.

31. Effective Period for Using the Plan is Extended

The effective period for using the Plan is extended for 12 months upon the filing of this Amendment.

SPONSOR:

HARLEM 133 OWNER, LLC

EXHIBIT A

NEW SPONSOR'S DEED

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2022030100941001001E5824

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 9**

Document ID: 2022030100941001 Document Date: 10-22-2021 Preparation Date: 03-01-2022
Document Type: DEED
Document Page Count: 4

PRESENTER:
FIRST AMERICAN TITLE INSURANCE COMPANY
666 THIRD AVENUE-5TH FLOOR
3020-1096937*ACCOMCQ
NEW YORK, NY 10017
212-850-0670
CQUARTARARO@FIRSTAM.COM

RETURN TO:
REED SMITH LLP
599 LEXINGTON AVENUE
NEW YORK, NY 10022
CHRISTOPHER A. LYNCH, ESQ./JOSEPH J. TUSO, ESQ.

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1958	1101	Entire Lot	CF 1	308 WEST 133RD STREET

Property Type: COMMERCIAL CONDO UNIT(S)

Borough	Block	Lot		Unit	Address
MANHATTAN	1958	1102	Entire Lot	1A	308 WEST 133RD STREET

Property Type: SINGLE RESIDENTIAL CONDO UNIT

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
LORI LAPIN JONES, ESQ., TRUSTEE
C/O: LAMONICA HERBST & MANISCALCO, LLP, 3305
JERUSALEM AVE., STE. 201
WANTAGH, NY 11793

☒ Additional Parties Listed on Continuation Page

GRANTEE/BUYER:
HARLEM 133 OWNER, LLC
405 LEXINGTON AVENUE, 59TH FLOOR
NEW YORK, NY 10174

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	195.00
Affidavit Fee:	$	0.00

Filing Fee:	$	250.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 03-04-2022 11:47
City Register File No.(CRFN): **2022000096543**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 9

Document ID: 2022030100941001 Document Date: 10-22-2021 Preparation Date: 03-01-2022
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PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1958	1103 Entire Lot	2A	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1104 Entire Lot	2B	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1105 Entire Lot	2C	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1106 Entire Lot	3A	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1107 Entire Lot	3B	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1108 Entire Lot	3C	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1109 Entire Lot	3D	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1110 Entire Lot	3E	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1111 Entire Lot	4A	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1112 Entire Lot	4B	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1113 Entire Lot	4C	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1114 Entire Lot	4D	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1115 Entire Lot	4E	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1958	1116 Entire Lot	5A	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 3 OF 9**

Document ID: 2022030100941001 Document Date: 10-22-2021 Preparation Date: 03-01-2022
Document Type: DEED

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1958	1117 Entire Lot	5B	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1118 Entire Lot	5C	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1119 Entire Lot	5D	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1120 Entire Lot	5E	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1121 Entire Lot	6A	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1122 Entire Lot	6B	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1123 Entire Lot	6C	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1124 Entire Lot	6D	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1125 Entire Lot	6E	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1126 Entire Lot	7A	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1127 Entire Lot	7B	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1128 Entire Lot	7C	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1129 Entire Lot	7D	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1130 Entire Lot	7E	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 4 OF 9

Document ID: 2022030100941001 Document Date: 10-22-2021 Preparation Date: 03-01-2022
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PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1958	1131 Entire Lot	8A	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1132 Entire Lot	8B	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1133 Entire Lot	8C	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1134 Entire Lot	8D	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1135 Entire Lot	8E	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1136 Entire Lot	9A	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1137 Entire Lot	9B	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1138 Entire Lot	9C	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1139 Entire Lot	9D	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1140 Entire Lot	10A	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1141 Entire Lot	10B	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1142 Entire Lot	10C	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1143 Entire Lot	10D	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
MANHATTAN	1958	1144 Entire Lot	11A	308 WEST 133RD STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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Document ID: 2022030100941001 Document Date: 10-22-2021 Preparation Date: 03-01-2022
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PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1958	1145 Entire Lot	11B	308 WEST 133RD STREET

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
MANHATTAN	1958	1146 Entire Lot	11C	308 WEST 133RD STREET

Property Type: SINGLE RESIDENTIAL CONDO UNIT

Borough	Block	Lot	Unit	Address
MANHATTAN	1958	1147 Entire Lot	11D	308 WEST 133RD STREET

Property Type: SINGLE RESIDENTIAL CONDO UNIT

PARTIES

GRANTOR/SELLER:
ESTATE OF W133 OWNER LLC
C/O: LAMONICA HERBST & MANISCALCO, LLP, 3305
JERUSALEM AVE, STE. 201
WANTAGH, NY 11793

PARTIES

GRANTEE/BUYER:
HARLEM 133 LENDER, LLC
405 LEXINGTON AVENUE, 59TH FLOOR
NEW YORK, NY 10174

LORI LAPIN JONES, ESQ., SOLELY IN HER CAPACITY AS THE CHAPTER 11 TRUSTEE OF THE ESTATE OF W133 OWNER LLC,

GRANTOR

TO

HARLEM 133 OWNER, LLC f/k/a HARLEM 133 LENDER, LLC,

GRANTEE

TRUSTEE'S DEED

Premises: 308-310 West 133rd Street, New York, New York 10030

County: New York County

Tax IDs: Block 1958, Lots 1101 through 1147 (f/k/a Lot 35)
Block 1958, Lot 7502

Record and Return by Mail to: Reed Smith LLP
Christopher A. Lynch, Esq.
Joseph J. Tuso, Esq.
599 Lexington Avenue, 24th Floor
New York, New York 10022

TRUSTEE'S DEED

THIS INDENTURE is made the 22nd day of October 2021 between **LORI LAPIN JONES, ESQ., SOLELY IN HER CAPACITY AS THE CHAPTER 11 TRUSTEE OF THE ESTATE OF W133 OWNER LLC**, which bankruptcy case is pending in the United States Bankruptcy Court for the Eastern District of New York under Chapter 11 of Title 11 of the United States Code under case no.: 20-42637 (NHL), having an address c/o LaMonica Herbst & Maniscalco, LLP, 3305 Jerusalem Avenue, Wantagh, New York 11793 ("Grantor"), and **HARLEM 133 OWNER, LLC f/k/a HARLEM 133 LENDER, LLC**, having an address at 405 Lexington Avenue, 59th Floor New York, New York 10174 ("Grantee").

W I T N E S S E T H:

That Grantor, in consideration of **ten dollars ($10.00) and other valuable consideration** by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of the Grantee forever, all of the right, title and interest in and to all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the property bounded and described in Schedule A annexed to and made a part hereof, and known as 308-310 West 133rd Street, New York, New York 10030, which lies in Block 1958, f/k/a Lot 35, n/k/a Lots 1101 through 1147, and Block 1958, Lot 7502 on the Tax Map of the Borough of Manhattan, County of New York, State of New York. Being and intending to be the same premises described in the deed to W133 Owner LLC dated as of September 28, 2018 and recorded October 22, 2018 in City Register File No. 2018000351421;

TOGETHER with all right, title and interest, if any of Grantor in and to any streets and roads abutting the above-described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto Grantee, its successors and assigns forever.

Said premises are being conveyed by virtue of the powers vested in the Grantor as Chapter 11 Trustee of W133 Owner LLC by Title 11 of the United States Code and pursuant to the: (i) Order of the Honorable Nancy Hershey Lord, United States Bankruptcy Judge, dated March 8, 2021, a certified copy of which is annexed as **Exhibit 1**; (ii) Order of the Honorable Nancy Hershey Lord, United States Bankruptcy Judge, dated August 2, 2021, a certified copy of which is annexed as **Exhibit 2**; and (iii) Findings Of Fact, Conclusions Of Law, And Order: (I) Approving The Chapter 11 Trustee's First Amended Disclosure Statement; And (II) Confirming The Chapter 11 Trustee's Second Amended Plan Of Liquidation of the Honorable Nancy Hershey Lord, United States Bankruptcy Judge, dated October 7, 2021, a certified copy of which is annexed as **Exhibit 3**.

Said premises is being conveyed pursuant to 11 U.S.C. § 363(f) and 11 U.S.C. §1146(a).

The words "Grantor" and "Grantee" shall be construed as if they read "Grantors" and "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

LORI LAPIN JONES, ESQ., Solely In Her Capacity As Chapter 11 Trustee Of The Estate Of W133 Owner LLC

STATE OF NEW YORK)
ss.:
COUNTY OF NASSAU)

On the 22nd day of October in the year 2021, before me, the undersigned, a notary public in and for said State, personally appeared LORI LAPIN JONES, ESQ., 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

HOLLY R. HOLECEK
Notary Public, State of New York
Reg. No. 02H06317878
Qualified In Suffolk County
Commission Expires January 12, 2023

Schedule A

Perimeter Description

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, being bounded and described as follows:

BEGINNING at a point on the southerly line of West 133rd Street, distant 100 feet westerly from the corner formed by the intersection of the westerly side of Eighth Avenue with the southerly side of West 133rd Street;

THENCE southerly parallel with Eighth Avenue 149 feet 11 inches;

THENCE westerly parallel with West 133rd Street, 25 feet;

THENCE northerly again parallel with Eighth Avenue, 50 feet 11 inches;

THENCE westerly parallel with West 133rd Street, 25 feet;

THENCE northerly parallel with the westerly side of 8th Avenue, 99 feet 11 inches to the southerly side of West 133rd Street;

THENCE easterly along West 133rd Street, 50 feet to the POINT OR PLACE OF BEGINNING.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2022030100941001 Document Date: 10-22-2021 Preparation Date: 03-01-2022
Document Type: DEED

ASSOCIATED TAX FORM ID: 2021101300009

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING	3
RP - 5217 REAL PROPERTY TRANSFER REPORT	3
SMOKE DETECTOR AFFIDAVIT	3

EXHIBIT B

NEW SPONSOR CERTIFICATION

CERTIFICATION OF SPONSOR AND PRINCIPAL

September 25, 2025

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005-1413

Re: **THE 308 WEST 133RD STREET CONDOMINIUM**
308 WEST 133RD STREET, NEW YORK, NEW YORK

The undersigned certify as follows:

We are the sponsor and the principal of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibilities for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR:

Harlem 133 Owner LLC
a New York limited liability company

By: X _____
Name: Lawrence Cutler
Title: Authorized Signatory

PRINCIPAL:

X _____
Lawrence Cutler

NOTARY FOR

Sworn to before me this 25th day of

September , 2025

_____
Notary Public

JANE FIRESTONE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01FI0026060
QUALIFIED IN WESTCHESTER COUNTY
CERTIFICATE FILED IN N.Y. COUNTY
MY COMMISSION EXPIRES JUNE 21, 2028

EXHIBIT C

REVISED SCHEDULE A

SCHEDULE A

308 WEST 133RD STREET CONDOMINIUM

PRICE SCHEDULE AND PROJECTED CARRYING COSTS FOR EACH UNIT

FOR THE PROJECTED 1ST YEAR OF CONDOMINIUM OPERATIONS JUNE 1, 2026 THROUGH MAY 31ST, 2027

UNIT #	BR	BATH	INTERIOR SF	EXTERIOR SF	CELLAR SF	TOTAL SF	OFFERING PRICE	% GENERAL COMMON INTEREST	% RESIDENTIAL COMMON INTEREST	PROJECTED ANNUAL COMMON CHARGES	PROJECTED MONTHLY COMMON CHARGES	PROJECTED ANNUAL RE TAXES	PROJECTED MONTHLY RE TAXES	PROJECTED MONTHLY CARRYING CHARGES
1A	1	1.5	846.79	941.67	0	1,788	$974,050	4.3984%	4.9639%	$20,371.50	$1,697.62	$29,104.16	$2,425.35	$4,122.97
2A	2	2	999.19	191.47	0	1,191	$949,050	2.5887%	2.9216%	$11,990.04	$999.17	$17,129.28	$1,427.44	$2,426.61
2B	0	1	465.19	80	0	545	$441,750	1.1944%	1.3480%	$5,532.10	$461.01	$7,903.28	$658.61	$1,119.61
2C	1	1	630.41	158.67	0	789	$535,500	1.6781%	1.8938%	$7,772.02	$647.67	$11,103.88	$925.32	$1,572.99
3A	2	2	999.19	50	0	1,049	$849,150	2.4215%	2.7328%	$11,215.22	$934.60	$16,022.76	$1,335.23	$2,269.83
3B	1	1	628.69	0	0	629	$534,650	1.4864%	1.6775%	$6,884.34	$573.70	$9,835.28	$819.61	$1,393.30
3C	0	1	704.3	40	0	744	$598,400	1.7125%	1.9326%	$7,931.26	$660.94	$11,331.52	$944.29	$1,605.23
3D	1	2	794.69	25	0	820	$755,250	1.9084%	2.1538%	$8,839.04	$736.59	$12,627.76	$1,052.31	$1,788.90
3E	1	1	724.82	25	0	750	$616,250	1.7432%	1.9674%	$8,074.07	$672.84	$11,534.52	$961.21	$1,634.05
4A	2	2	999.19	50	0	1,049	$874,125	2.4215%	2.7328%	$11,215.22	$934.60	$16,022.76	$1,335.23	$2,268.16
4B	1	1	628.69	0	0	629	$550,375	1.4864%	1.6775%	$6,884.34	$573.70	$9,835.28	$819.61	$1,393.30
4C	0	1	704.30	40	0	744	$616,000	1.7125%	1.9326%	$7,931.26	$660.94	$11,331.52	$944.29	$1,605.23
4D	1	2	794.69	25	0	820	$755,250	1.9084%	2.1538%	$8,839.04	$736.59	$12,627.76	$1,052.31	$1,788.90
4E	1	1	724.82	25	0	750	$634,375	1.7432%	1.9674%	$8,074.07	$672.84	$11,534.52	$961.21	$1,634.05
5A	2	2	999.19	50	0	1,049	$899,100	2.4215%	2.7328%	$11,215.22	$934.60	$16,022.76	$1,335.23	$2,269.83
5B	1	1	628.69	0	0	629	$566,100	1.4864%	1.6775%	$6,884.34	$573.70	$9,835.28	$819.61	$1,393.30
5C	0	1	704.30	40	0	744	$633,600	1.7125%	1.9326%	$7,931.26	$660.94	$11,331.52	$944.29	$1,605.23
5D	1	2	794.69	25	0	820	$735,375	1.9084%	2.1538%	$8,839.04	$736.59	$12,627.76	$1,052.31	$1,788.90
5E	1	1	724.82	25	0	750	$652,500	1.7432%	1.9674%	$8,074.07	$672.84	$11,534.52	$961.21	$1,634.05
6A	2	2	999.19	50	0	1,049	$949,050	2.4215%	2.7328%	$11,215.22	$934.60	$16,022.76	$1,335.23	$2,269.83
6B	1	1	628.69	0	0	629	$597,550	1.4864%	1.6775%	$6,884.34	$573.70	$9,835.28	$819.61	$1,393.30
6C	0	1	704.30	40	0	744	$668,800	1.7125%	1.9326%	$7,931.26	$660.94	$11,331.52	$944.29	$1,605.23
6D	1	2	794.69	25	0	820	$755,250	1.9084%	2.1538%	$8,839.04	$736.59	$12,627.76	$1,052.31	$1,788.90
6E	1	1	724.82	25	0	750	$688,750	1.7432%	1.9674%	$8,074.07	$672.84	$11,534.52	$961.21	$1,634.05
7A	2	2	999.19	50	0	1,049	$999,000	2.4215%	2.7328%	$11,215.22	$934.60	$16,022.76	$1,335.23	$2,269.83
7B	1	1	628.69	0	0	629	$629,000	1.4864%	1.6775%	$6,884.34	$573.70	$9,835.28	$819.61	$1,393.30
7C	0	1	704.30	40	0	744	$704,000	1.7125%	1.9326%	$7,931.26	$660.94	$11,331.52	$944.29	$1,605.23
7D	1	2	794.69	25	0	820	$795,500	1.9084%	2.1538%	$8,839.04	$736.59	$12,627.76	$1,052.31	$1,788.90
7E	1	1	724.82	25	0	750	$725,000	1.7432%	1.9674%	$8,074.07	$672.84	$11,534.52	$961.21	$1,634.05
8A	2	2	999.19	50	0	1,049	$1,048,950	2.4215%	2.7328%	$11,215.22	$934.60	$16,022.76	$1,335.23	$2,269.83
8B	1	1	628.69	0	0	629	$660,450	1.4864%	1.6775%	$6,884.34	$573.70	$9,835.28	$819.61	$1,393.30
8C	0	1	704.30	40	0	744	$739,200	1.7125%	1.9326%	$7,931.26	$660.94	$11,331.52	$944.29	$1,605.23
8D	1	2	794.69	25	0	820	$834,750	1.9084%	2.1538%	$8,839.04	$736.59	$12,627.76	$1,052.31	$1,788.90
8E	1	1	724.82	25	0	750	$761,250	1.7432%	1.9674%	$8,074.07	$672.84	$11,534.52	$961.21	$1,634.05
9A	2	1	888.44	102.78	0	991	$976,800	2.2220%	2.5077%	$10,291.43	$857.62	$14,702.64	$1,225.22	$2,082.84
9B	1	1	632.96	180.83	0	814	$727,950	1.7103%	1.9302%	$7,921.41	$660.12	$11,317.00	$943.08	$1,603.20
9C	2	2	865.47	457.5	0	1,323	$1,081,250	2.5871%	2.9197%	$11,982.24	$998.52	$17,118.76	$1,426.56	$2,425.08
9D	1	1	747.04	25	0	772	$821,700	1.7958%	2.0267%	$8,317.43	$693.12	$11,882.64	$990.22	$1,683.34
10A	2	1	888.44	50	0	938	$1,021,200	2.1596%	2.4373%	$10,002.51	$833.54	$14,289.88	$1,190.82	$2,024.37
10B	1	1	632.96	36.67	0	670	$727,950	1.5399%	1.7378%	$7,131.81	$594.32	$10,189.40	$849.12	$1,443.43
10C	2	2	865.47	36.67	0	902	$994,750	2.0896%	2.3582%	$9,677.89	$806.49	$13,826.76	$1,152.23	$1,958.72
10D	1	1	672.04	94.17	0	766	$806,400	1.7002%	1.9188%	$7,874.62	$656.22	$11,250.00	$937.50	$1,593.72
11A	2	1	888.44	50	0	938	$1,065,000	2.1596%	2.4373%	$10,002.51	$833.54	$14,289.88	$1,190.82	$2,024.37
11B	1	1	632.96	36.37	0	669	$759,600	1.5395%	1.7374%	$7,130.17	$594.18	$10,186.88	$848.91	$1,443.09
11C	2	2	865.47	36.37	0	902	$1,038,000	2.0892%	2.3576%	$9,676.25	$806.35	$13,824.00	$1,152.00	$1,958.35
11D	0	1	597.04	94.17	0	691	$859,050	1.5229%	1.7187%	$7,053.42	$587.79	$10,077.00	$839.75	$1,427.54
Residential Unit Subtotal			35228	3412	0	38,641	$35,607,000	88.6073%	99.9995%	$410,393.00	$34,199.42	$372,000	$31,000.00	$83,056.45
Community Facility (CF)			3061	0	2703	5764	$2,200,000	11.3922%		$61,215.00	$5,101.25	$111,830.56	$9,319.21	$14,420.46
Non- Residential Unit Subtotal			3061	0	2703	5764	$2,200,000	11.3922%		$61,215.00	$5,101.25	$111,830.56	$9,319.21	$14,420.46
TOTAL:			38290	3412	2703	44,405	$37,807,000	100.00%	100%	$471,608.00	$39,300.67	$ 483,831	$ 40,319	$97,476.92

EXHIBIT D

DESCRIPTION OF PROPERTY

DJLU Architect

5 W37th Street, 6th floor
New York, NY 10018
646.820.3558
office@djluarchitect.com

308 West 133 Street
New York, NY 10030
June 2, 2026

A. Location and Use of the Property:

1. Address: 308 West 133 Street
New York, NY 10030

2. Block/ Lot No.: Block: 1958 Lots: 1101-1147

3. Zoning District: Zoning District R8, the Building complies with all zoning and use requirements.

4. Permissible Uses: Residential, Use Group 2; Community facility, Use Group 4 as per New York City Zoning Resolution which permits residential use "as of right". The property and proposed uses comply with all zoning and use requirements at closing.

5. Other: No air development rights were obtained for this development. The sponsor is not retaining any air development rights for future expansion of the building. This development does not have a landmark status.

B. Status of Construction:

1. The building is an eleven-story, reinforced concrete building with community facility and residential use completed in 2019.

2. Class of Construction: IB

3. Certificate of Occupancy: The building has been granted a temporary certificate of occupancy #122620333T005.

C. Site:

1. Size: The total site area which is Tax lot 35 is 6,245.83 S.F.

2. Number of Buildings and use:
The proposed building is the only structure on the property. The proposed building consists of 11 stories with cellar and bulkhead. It is used for residential and medical office occupancy with forty-six (46) residential unit and one (1) community facility unit.

3. Streets:
The property is fronting West 133 Street
Length of front property line on West 133 Street = 50'0".
The depth of the property perpendicular to Frederick Douglass Boulevard = 149'-11". The depth of the property perpendicular to St. Nicholas Avenue = 99'11". The street fronting the property is pitched to drain through catch basins. The catch basins are part of the New York City storm water drainage system. They are in usable condition.

4. Drives, Sidewalks, and Ramps:
The sidewalk fronting the property is concrete and pitched to drain to the curb and is free of tripping hazards and ponding. Sidewalk lighting is provided primarily by the existing New York City light poles. Paving and curbing material are in good condition.

D. Utilities:

1. Electricity:
Electricity is provided by Consolidated Edison Company ("Con Edison"). The electricity to each of the Units is directly metered by Con Edison. The electricity consumed in the common elements for the residential units is borne by the Residential Unit Owners as a Common Expense and is allocated to each as noted in the budget. There is a separate meter for common areas.

2. Gas:
Gas is provided by National Grid. There are total forty-eight (48) gas meters, of which forty-six (46) for apartments, one is for the commercial space, and one for the common areas. Every apartment has its own riser and gas meter to provide gas supply to range, drier, and domestic hot water heater.

3. Water and Sewer:
Water supply and combined sewer servicing the building is provided by the City of New York. Water is metered through one main building water meter for domestic and commercial space supply and billed as a common charge.

4. Telephone:
"Local" telephone is provided by Verizon. Every Unit Owner pays their associated telephone charges and initial charges for activating individual outlets in the unit. The telephone charges with respect to the public areas of the Building is borne by the Residential Unit Owners as a Common Expense and is allocated to each as noted in the budget.

5. Cable Television:
Cable Television service is provided by Verizon. Every Residential Unit Owner who desires to obtain such service is required to pay the cable company for activating the wiring in their Unit and for installing appropriate outlets in the same. Thereafter, the Unit Owner is required to pay a monthly service charge to such service provider, which varies depending upon the services subscribed to by the Unit Owner.

E. Sub-Soil Conditions:

No uneven foundation movement has been observed.

There is no evidence of moisture or seepage or ground water infiltration in the building.

~~A subsurface investigation program consisting of two (2) soil borings was performed at the project site on the 28th and 29th December 2015 by Big Apple Testing Inc. of 389 Willoughby Avenue, Brooklyn, NY 11205.~~

~~The soil classification was performed in accordance with the New York City (NYC) Building Code 2014. The soil classification is recorded with soil resistance values and other field data on the boring logs.~~

~~Soil boring B-2 was drilled on the sidewalk to a termination depth of 101' below sidewalk level using the CME 55 drill drig. The other boring, B-1 was advanced from the top of the cellar slab utilizing a portable drilling equipment (tripod) until refusal was encountered at a depth of 29' below sidewalk level.~~

~~Boring B-1 indicates uncontrolled fill material up to 5' depth below the cellar slab, and from 4' to 20' is medium/fine sand.~~

~~Boring B-2 indicates uncontrolled fill material up to 6' depth from 6f to 10' is clay and from 10' to 13' is clayey sand and woods, from 13' to 17' is medium/fine sand, from 17' to 27' is silty sand, and from 27' to 101' is medium/fine sand.~~

~~Observation for ground water was made during boring advancement and immediately after boring termination. The groundwater level observed at the time of performing soil borings ranged between 22' to 24' below the sidewalk level.~~

~~The building foundation system is accurately sized to support the calculated load.~~

F. Landscaping & enclosures:

1. Grass Cover: There is grass cover in the rear yard.

2. Plantings: There are no plantings.

3. Trees: There is one (1) tree provided on the sidewalk as required by the NYC Zoning Resolution.

4. Fencing: There is 8' high fencing around the rear yard along the property line.

5. Gates: There are no entry gates.

6. Garden Wall: There are no garden walls.

7. Retaining walls: There are existing retaining walls at the rear yard. Existing retaining walls are in good condition.

8. Display pools and fountains: There are no display pools and/or fountains.

G. Building Size:

1. Total height: The total height of the building from average sidewalk elevation to top of new roof over eleventh floor is 110'-0". There is a dormer setback at front on the 9th floor of 15'-0".

2. Crawl Space: There is no crawl space.

3. Number of cellars and sub-cellars: There is a cellar and no sub-cellar.

4. Number of floors
(height measured from floor to floor)

Cellar to first 10'-0"
First to second: 10'-0"
Second to third: 10'-0"
Third to fourth: 10'-0"
Fourth to fifth: 10'-0"
Fifth to sixth: 10'-0"
Sixth to seventh: 10'-0"
Seventh to eighth: 10'-0"
Eighth to ninth: 10'-0"
Ninth to tenth: 10'-0"
Tenth to eleventh: 10'-0"
Eleventh to roof: 10'-0"
Roof to roof of Stair bulkhead: 9'-0"
Roof of stair Bulkhead to roof of Elevator bulkhead: 6'-0"

5. Equipment Rooms: Meter room, electric meter room, and water service/pump room are located at the cellar floor level. There area mechanical closets within each apartment housing air handling units for the respective apartment.

6. Parapet: Existing parapet to be 42" above finished roof. A fence is provided around building recreation area at roof as per New York City Building Code.

7. Occupancy: There will be forty-six (46) residential apartment units and one (1) community facility unit in the building.

H. Structural System:

The structural system consists of poured, reinforced, waterproofed concrete foundation walls over poured concrete footings. Above the foundation, the superstructure of the building consists of cast-in-place concrete flat plate slabs supported on concrete columns and shear walls. The typical floor slab is 8" thick, 12" thick in some areas, with a 4" drop-in-slab at the terraces.

The lateral framing of the building is by reinforced concrete shear walls that extend throughout the height of the building. The building lateral load resisting elements are designed for wind and earthquake criteria according to the NYC Building Code 2014.

To achieve adequate sound insulation, 10mm thick resilient noise control underlayment will be provided at apartment flooring. 2.75" thick geniemat FIT 70 flooring will be provided at fitness center. When elevator or trash room is adjacent to apartment, 1" air gap will be provided between studs and face of CMU wall. Floors have an STC rating of not less than 50.

Waterproofing for cellar floor slab is a vapor barrier. Wetproofing system for foundation walls is manufactured by Tremco.

1. Exterior of buildings:

(i) Walls:
Front wall: Brick veneer on metal stud wall with R-16 rigid insulation and interior gypsum furring
Rear wall: Stucco finish on metal stud wall with R-16 rigid insulation and interior gypsum furring
Side wall: Stucco finish on CMU or concrete wall with R-12.5 rigid insulation and interior gypsum furring

All exterior walls shall have a maximum thermal performance value that complies with the New York City Energy Conservation Code and the New York State Energy Conservation Construction Code.

Condo board will be responsible for FISP. The building is sub cycle number 10B. The cycle opens on 2/21/2026 and closes 2/21/2028. That means during this 2 year period, the building must hire an engineer to inspect and file a report with the DOB by 2/21/28. The inspection frequency is every 5 years. The FISP report advises on the condition of the facade/exterior, and if any remediation work is required and by when. If SWARMP status is indicated, provide the following statement: 'There are no unsafe conditions.' If SWARMP status is indicated, a timeframe must be established to complete repair work and a completion date (MM/DD/YY) must be identified. The timeframe for repairs cannot be less than 12 months from the date of filing of the report at DOB. If Unsafe status is indicated, the owner must immediately install public protection, file an unsafe FISP report as per DOB rules, and repair unsafe conditions within 90 days.

~~Per NYC local law 11 code, periodic reports will be generated based on the cycle requirements. Based on the current cycle, if required, the building will have to file for cycle 8 and falls under sub-cycle C and would report between 2/21/2017 and 2/21/2019.~~

(ii) Windows:
Windows are double-glazed windows manufactured by CRL ~~FA Partners~~. The perimeter of window openings area fitted with latex-based caulking at interior and exterior surfaces. The warranty has expired.

~~Air infiltration rate of windows shall not exceed 0.3 cfm per square foot in compliance with the New York City Energy Conservation Code and the 2007 New York State Energy Conservation Construction Code. The manufacturer's warranty guarantees one year, parts and hardware and five years glazing.~~

~~The Sponsor reserves the right to provide windows by a different manufacturer which will be equal to or better than noted above.~~

Window frame is attached via heavy gauge framing with weather proof flashing and steel anchors and is provided with thermal break. Lintels over windows are made of 3/8" galvanized steel.
Storefronts are comprised of aluminum frames with 1/4" ~~1" insulated~~ tempered glass from sidewalk to third floor and provided with thermal break. The storefront is manufactured by CRL. ~~Storefront manufactured by Schuco System FW50+.~~

The following apartments have lot-line windows:
Units 3C through 8C each have one (1) lot-line window on the north side of the building in the living rooms.
Units 7D and 8D each have one (1) lot-line window on the north side of the building in the bathrooms.
Units 3E through 8E each have two (2) lot-line windows on the south side of the building, one in the living room and one in the kitchen.
Units 9D through 11D each have two (2) lot-line windows, one in the living room and one in the kitchen.
The buildings adjacent on either side of the condominium building are currently two-story buildings. There is no light and air easement on these properties. Lot-line windows will be affected if taller buildings are constructed on these sites in the future.

(iii) Landmark status:
This development does not have a landmark status.

2. Parapets and Copings:
Parapets at the roof level are comprised of heavy gauge steel framing or masonry and stucco over cement board. The parapet walls shall be a minimum height of forty-two inches above the finished roof level. The steel stud/masonry parapet walls are capped with extruded aluminum coping which are anchored to the load bearing steel stud walls with corrosion-resistant steel fasteners.

3. Chimney and Caps:

The building has no chimneys. There are ducted ventilation shafts for toilet and kitchen exhausts that are located adjacent to bathrooms. These are exhausted on the roof and terminate at the roof level. There is a ventilation shaft for the trash chute that terminates 6' above the roof level.

4. Terraces & Balconies:

(i) Deck finish:
Terraces deck finish:
There is a terrace on the second, ninth, tenth, and eleventh floors of the building. All terraces are finished with concrete pavers over liquid traffic coating water-proofing system. The finish is suitable for daily walking and recreational use. The roofing manufacturer allows roof pavers on top of the roof membrane. ~~The chosen finish will suitable for daily walking and recreational use. It will be approved by Firestone as walking surface and will not impact the roofing warranty (see section roofing for additional information).~~

Balconies deck finish:
There are balconies on 3rd through 11th floors of the building. All balconies are finished with liquid traffic coating water-proofing system and are equipped with perimeter edge drip grooves. Underside of balconies are finished with exposed concrete or aluminum capping.

(ii) Balustrade: There are no balustrades.

(iii) Railings: Balconies are protected at the perimeter with aluminum railings that have a minimum height of three feet and six inches (3'-6") above the finished balcony level.

~~All balcony and terrace guardrails and parapet walls shall be capable of withstanding lateral forces of 200 lbs. applied at any point along the top of the guardrails or parapet walls.~~ There will be no intermediate, horizontal railings at balconies or terrace areas. ~~All exterior metals including fasteners are of corrosion resistant material.~~

(iv) Copings: The coping and flashing at parapet walls are aluminum.

(v) Soffits: There are no soffits at balconies/terraces.

(vi) Doors to balconies and terraces:
The doors to the balcony and terrace areas are fully-glazed sliding doors. The doors are equipped with double-paned glass with thermal broken frames. Balcony and terrace doors are equipped with entry type locksets.

5. Exterior Entrances:

(i) Exterior Doors and Frames:
There are four (4) exterior doors to the building from the street and two (2) from the rear yard. Exterior doors are comprised of aluminum frames with 1/4" tempered glass and are manufactured by CRL. There is no thermal break system provided. ~~All exterior entrance doors manufactured by FA partners~~

~~(or approved Equal).~~ The front entrance to the building lobby as well as the front entrance to the community facility are fully-glazed double swing doors. The remaining two doors at front are single swing egress doors. The two doors at the rear of the building provide access from the first floor apartment to the rear yard. These doors are both fully-glazed sliding glass doors.
There are wall-mounted, commercial-grade exterior lighting fixtures outside the main entrance of the building.

(ii) Vestibule doors and frames:
N/A

(iii) Exterior Stairs:
There are no exterior stairs.

(iv) Railings:
N/A

(v) Mail Boxes:
U.S.P.S. approved type mailboxes are provided for each residential unit. Mailboxes shall be wall-mounted, cluster box units and shall be of aluminum construction and are located in the main entrance vestibule at the first floor.

~~(vi) Lighting:~~
~~There are wall-mounted, commercial-grade exterior lighting fixtures outside the main entrance of the building. The balconies, terraces, and roof will also have wall-mounted, exterior-grade lighting fixtures outside their doors.~~

~~Lighting for dwelling units is as follows:~~

~~Kitchens, bathrooms (main baths and powder rooms), and hallways all have recessed LED.~~
~~Master bathrooms have wall sconces.~~
~~Bathrooms also have surface-mounted center fixture.~~
~~Living rooms have surface-mounted fixture.~~

6. Service Entrances: There are no service entrances.

7. Roof and Roof Structures:
All exterior metals, including fasteners, at roof areas are corrosion resistant.

(i) Type/Material:
The roofing assembly consists of waterproofing membrane and tapered and 2" flat polyisocyanurate insulation with an average R-Value of 13.51 over a concrete roof slab. The manufacturer is Siplast and the useful life of the roof is the term of the warranty, 20 years. The surface finish is granulated. The warranty is issued by the manufacturer upon completion for a term of 20 years (Material & Labor). The flashing material is Siplast Parapro for all of the penetrations and the perimeter is flashed with a 12" strip of Siplast Paratech Glass FR TG BW.

~~The roofing material is manufactured by Firestone. The assembly consists of 2" tapered insulation with an R-value of 25, supported on the 8" reinforced, concrete roof slab.~~
~~b. Flashing Material: Firestone APP100 membrane with Firestone APP 160 flashing under two-part aluminum counter flashing.~~
~~All roofs (2nd, 9th, 11th, and main roof) consist of this assembly. The roof has a warranty of 10 years that commences upon obtaining of TCO.~~

(ii) Drains:
There are seven (7) drains on the main roof. There are four (4) roof drains on the terraces of the ninth floor. There are two (2) roof drains on the terrace of the second floor. There are two (2) area drains in the rear yard. Drains are made of cast iron and discharge through internal leaders into the building storm systems.

(iii) Skylights:
There are two smoke vent skylights on the stair bulkhead and one on the elevator bulkhead.
Each smoke vent skylight is 2'-0" x 2'-0". Skylights are comprised of aluminum and tempered glass.

(iv) Bulkheads:
The stair bulkhead provides roof access from two interior fire stairs. The walls are comprised of poured concrete shear walls with a fire-rated partition between the two stairs. The exterior of the walls are finished with stucco.
The elevator bulkhead provides access from the elevator to the roof and is comprised of an elevator shaft and a vestibule. The walls around the elevator shaft are poured, concrete shear walls. The walls around the vestibule are steel studs with exterior grade gypsum wallboards and stucco exterior finish. The interior surfaces are finished with gypsum wallboards.

(v) Metal Work at Roof Levels:
a) Exterior Metal Stairs: There is a metal stair from the roof to the stair bulkhead and from the stair bulkhead to the elevator machine room.
b) Exterior ladders: There are no exterior ladders.
d) Hatches to roof: There is no hatch to roof level. Building stair and elevator provide roof access. There is a 3' x 3' hatch door above the community facility to provide maintenance access to the 2nd floor roof.

8. Fire escapes:
There are no fire escapes.

9. Yards and Courts:
The rear yard of the building is 17'-6" wide x 24'-4.5" deep and is comprised of grass cover.
Rear yard is accessed through two sets of sliding doors at the first floor of Apt. A.

(i) Paving: There is no paving anywhere on the property.

(ii) Drainage: there are two area drains in the rear yard as well as a cast-in-place detention tank. Dimensions are 14' x 10' x 3.2'.

(iii) Railings: N/A

(iv) Stairs: N/A

(v) Fencing:
8' high fence that surrounds the rear yard.

(vi) Walls:
There will be no garden walls.

10. Interior Stairs:
i) There are two (2) interior, two-hour fire rated stairs, which act as two (2) separate means of egress in the form of a "scissor stair" located at the southeast side of the building. One of the stairs extends from the lowest level at the cellar floor to the main roof, the other extends from the first floor to the main roof. Both stairs egress directly out onto 133rd Street. There is also an egress stair on the north side of the building that extends from cellar to first floor egressing directly out onto 133rd Street.

ii) Enclosure:
The interior stairs are enclosed with steel stud walls with painted gypsum wallboard and painted concrete walls forming a 2 hour rated enclosure in compliance with New York City Building Code. Ceiling areas, below landings are finished with painted gypsum wallboard.

~~The walls of the common interior, stair enclosure shall be constructed of steel studs with two layers of one hour rated gypsum wallboards on each side. Ceiling areas, below landings shall also be finished with gypsum wallboards which will be primed and painted.~~

iii) Construction:
Egress stairs are made of reinforced concrete with steel pipe handrails.

~~Main building stairs are made of reinforced concrete, 5,000 PSI, concrete encased, fire-rated, with steel pipe handrails. Egress stair from cellar at north side of building is also made of reinforced concrete, 5,000 PSI, fire-rated sheetrock encased, with steel pipe handrails.~~

iv) Stringers: N/A

v) Treads: Poured concrete.

vi) Risers: Poured concrete.

vii) Guard Rails: Steel pipe handrails.

~~In addition to the main egress stairs, there is a spiral stair in main lobby that provides access from first floor to common recreational space at second floor. Stair is comprised of steel treads and steel risers with wood cladding and has a minimum height of three feet and six inches (3'-6") above the level of the~~

~~landings.~~
~~There are also "convenient stairs" within bi-level apartments that provide access between the levels. Stair is comprised of steel treads and steel risers with wood cladding and has a minimum height of three feet and six inches (3'-6") above the level of the landings the level of the landings.~~

viii) Balustrades: N/A ~~The maximum spacing between the vertical mullions of the railings shall be approximately four inches (4") as required by the NYCBC.~~

11. Interior doors and frames:
(i) Unit entrance and interior doors and frames:
The entrance doors to the units are hollow metal, fireproof, self-closing doors with 1-1/2 hour fire rating. Unit entrance doors are mounted on steel frames. Each unit entrance door is equipped with peepholes and an entry type lockset.
Interior doors within the units are hollow core, wood doors, set in wood frames. Doors within the units are equipped with passage type locksets. Doors at bathrooms have a marble saddle. ~~The door to the mechanical closet within each unit shall have a one and one half hour rating.~~

(ii) Corridors doors and frames:
Corridor doors are hollow metal, fireproof, self-closing doors with 1-1/2 hour fire rating.
~~The door to the refuse room will be a hollow metal, fireproof, self-closing door with a minimum fire rating of one and one-half hours.~~

(iii) Stair hall doors and frames:
The stair hall doors are hollow metal, fireproof, self-closing doors with 1-1/2 hour fire rating. ~~with a minimum fire rating of one and one half hours. Stair hall doors shall be mounted on metal frames. Doors to stair halls have aluminum saddles and a U-factor of 0.61.~~

(iv) Roof doors, basement doors and frames:
Roof and basement doors are hollow metal, fireproof, self-closing doors with 1-1/2 hour fire rating.

~~(v) Mechanical rooms:~~
~~Doors to mechanical rooms shall be hollow metal, fireproof, self-closing doors with a minimum fire rating of one and one half hours. The door to the gas meter room has an aluminum saddle with a U-factor of 0.61.~~

~~(vi) Elevator at roof:~~
~~Door to elevator at roof level will be a 3'-6" wide hollow metal, single door with a Minimum fire rating of one and one half hours. This door has a U-factor of 0.61.~~

12./13. Elevator:
There are two elevators in the building.

One (1) hydraulic elevator is used to provide elevator access between the first floor and cellar for the community facility.
Manufacturer: Liftco Elevator Services

Capacity: 4,500 pounds
Speed: 100 F.P.M
Travel: 10'-0" ht.
Hoistway: 9'-0" width x 7'-10" depth
Clear Cab Inside 7'-0" width x 6'-3" depth x 8'-0" H
Hoistway Entrance: 4'-6"
Door Opening: 3'-6" x 7'-0" min.
Door type: Painted hollow metal Single Slide with GAL Type "MO" interlocks
Power Characteristics: 208V 3PH 60Hz
Alarm/safety system: Standard elevator system as per FDNY and NYC building code – call button in the cab that connects to emergency contact, censors within the shaft that connect to fire alarm panel, which is the main panel for the building that connects to local Fire Department.
Machine room location: At cellar.

There is also one (1) overhead traction elevator that provides elevator access from the cellar to the roof for the residential portion of the building.
Manufacturer: Liftco Elevator Services
Capacity: 3500 pounds
Speed: 250 F.P.M
Travel: 120'-0" ht.
Stops: twelve (12) stops, front, from cellar to roof.
Hoistway: 8'-8" width x 7'-10" depth
Clear Cab Inside 6'-8" width x 5'-7" depth
Cab height: 8'-0" H
Hoistway Entrance: 4'-6"
Door Opening: 3'-6" x 7'-0" min.
Door type: Painted hollow metal Single Slide with GAL Type "MO" interlocks
Power Characteristics: 208V 3PH 60Hz
Alarm/safety system: Standard elevator system as per FDNY and NYC building code – call button in the cab that connects to emergency contact, censors within the shaft that connect to fire alarm panel, which is the main panel for the building that connects to local Fire Department.
Machine room location: At roof bulkhead

Elevator cabs of both elevators are finished with a laminate ceiling and have LED downlights. Floors will be that of a natural stone such as limestone or granite. Walls will consist of a mirror and aluminum panel with enamel finish. They are manufactured by Liftco Elevator Services.

~~Handicap Lift: There will be no H/C lift.~~

I. Auxiliary Facilities:

Refuse Disposal: There is one (1) trash chute in the building. Each floor of the building has a refuse room, which Unit Owners use to access the chute through a 24" UL-rated door with sprinkler, made of 16 gauge aluminized steel. Trash chute terminates at the cellar level in the trash compactor room.

There is one (1) trash compactor manufactured by Chute Enterprises located in the cellar in compactor room. Capacity for the compactor is 11 cubic yards per hour, cycle time: 27 seconds, compaction ratio 4:1.

Refuse stored in compactor room at cellar. The condo board will be responsible for placing trash on the curb. The future tenant of the community facility space will be responsible for place community facility trash on curb. Pick-up schedule for this neighborhood is as follows:
Trash: Monday, Wednesday, Friday
Recycling: Every Wednesday

Laundry Room: There is no laundry room. Laundry and mechanical closets are provided within each residential unit with hookups for a domestic, stackable type washers and dryers. The actual laundry equipment will be the responsibility of each unit's occupant. Laundry equipment to be installed shall be U.L. approved or N.Y. City U.L or B.S. and A. approved if necessary.

There are two bicycle rooms at cellar level. One is adjacent to the compactor room, is 259.5 SF and contains 17 spaces for bicycles. The other is across the hall, 95.5 SF, and contains 6 spaces. A common exercise room is provided at the cellar level and a co-working space is provided at the second floor.

J. Plumbing and Drainage:

1. Water Supply:

There is (1) DEP approved 6-inch fire protection water service and (1) 4-inch domestic water service. Domestic water supply to the building from street water main is metered. After the water meter assembly and DEP code required back flow preventer device water is pumped from a triplex constant pressure booster to all plumbing fixtures and equipment in the building from the 1st floor to the 11th floor. The domestic water pressure within the apartments will be maintained by the booster pump system. The booster pumps system will be a lead/lag duplex pump system sized at 60 GPM, 162 ft head, 5 hp for each pump. The pump is manufactured by Sico which has a 1 year warranty. ~~Pumps will be manufactured by Groundfos Pumps Co. model number CR-10-6 or an approved equal.~~ There are two water risers, one shall supply from 1st floor to 2nd floor. This riser shall have a pressure reducing valve to limit water pressure on 11h floor shall be 25 psi and cellar shall be 65 psi. Another riser shall supply water from cellar to 2nd floor. This riser shall not have any pressure reducing valve. Booster pump shall be setup to provide 25 psi at 11th floor, and 65 psi at 3rd floor.

The main shut-off valve is located in the water service room in the cellar.

Water Piping:
a. Service piping - AWWA ductile iron class 52 and 104.
b. Above ground – Copper type "K" ASTM B-88.

i. The Hydrant flow test provide by NYC DEP street indicates a static pressure of 43 PSI with a residual pressure of 42 PSI with 500 GPM flowing.

ii. Hose bibs and trap primers in the common areas of the cellar will operate on street pressure.
iii. The domestic water pressure within the apartments will be maintained by the booster pump systems between approximately 70 PSI max at the cellar and 25 PSI min at the 11th floor and 2nd floor.
iv. Maximum pressure at any fixture will be 70 PSI as required by NYC code.
v. All domestic water piping including cold, hot and hot water return shall be copper, insulated and sized as required.
vi. Insulation of domestic water piping is 1" thick fiberglass.
~~vi. Pipe sizing and installation to be as per New York City Building Code.~~
~~vii. All individual apartment has individual gas hot water heater. It shall have a 50-gallon storage capacity. Domestic hot water heater shall be Lochinver PRN050-65EST. Each water heater will have an instantaneous recovery of approximately 73GPH @90 Degree F. Each unit shall have separate exhaust through roof. First floor and cellar shall have electrical hot water heater.~~

2. Fire Protection System:

(i) A 750 GPM @ 90 PSI automatic fire pump 60 HP, 1770 rpm, ITT/A-C Fire series 1580, model #6x6x9.5F with pump controller and CR 3-13 jockey pump or approved equal is provided for the sprinkler/standpipe system. An Eaton XTJP-G06-L1 jock pump controller is provided which has a 1 year warranty. Each floor is provided with sprinkler control valve assembly and two standpipe valve located within the stair core. All residential units (except bathrooms and closets), all common spaces, and below grade spaces are fully sprinkler protected. Trash compactor and Trash chute are sprinkler protected. Building has one 6" diameter combined fire standpipe and sprinkler riser with 2" drain riser, and second 4" fire standpipe. Every floor has a 2 ½" sprinkler floor control valve to supply water to all sprinkler heads. Fire standpipe is located in the stair core. Sprinkler risers and drain risers are located in stair. Fire standpipe to be 6" black steel pipe schedule 40 with Victaulic couplings or equal and fittings located in stair core. All Sprinkler piping to be Schedule 40 steel pipe. Sprinkler risers and drain risers are to be galvanized Schedule 40 pipe located in stair.

(ii) Standpipe hose cabinet is provided within the residential lobby cabinet for use by fire department as required by NYC Code.

(iii) Sprinkler Head: quick response, pendant, upright and sidewall sprinkler heads. Location: Provided throughout the building. Entire building is sprinkler protected.

(iv) Siamese connection: Combined fire standpipe and sprinkler Siamese connections located as per NYC Building Department requirements at the first floor facade. The finish is polished brass with painted yellow caps. ~~The finish to be Polished Bronze or Brass (as per architect) with caps painted yellow.~~

3. Water Storage Tank: none provided

4. Water Pressure and How Maintained: By fire pump and jockey pump

5. Building Sanitary Sewage system:

(i) Sewer piping is X.H.C.I. pipe hub & spigot ASTM 74; sanitary waste gravity discharge to street combined sewer, sized as required.

(ii) Building has multiple stacks and vent system with all areas above grade flowing by gravity to adjacent sewers in street.

(iii) Sewer is discharged into New York City sewer system.

6. Permits Required:

i. Site sewer connection proposal
ii. Domestic water and fire services backflow preventer devices including required filing of GEN 236 and 215B forms
iii. Recurring inspections during regular building operations after construction include standpipe, sprinkler standpipe, and elevator

7. Storm Drainage System:

Storm drainage is collected via roof and terrace drains and discharged to the combined sewer and into the street main after first being restricted retained in a detention tank located at cellar.
Storm drainage system shall be installed as designed and as required per New York City Building Code with storm water retention roof drains that control the storm water flow on the roof. The main roof has (6) flow roof drains with (6) overflow roof drains. All areas above grade flow by gravity. All leaders are cast iron with no-hub fittings.

L. Gas Supply:

Natural gas metered service is supplied by National Grid.
There are forty-eight (48) gas meters to provide natural gas, forty-six (46) of which are for apartments, one for community facility, and one for owner. Each apartment has a gas range, dryer, and domestic hot water heater. One common meter is provided based on utility company rate schedules for make-up air conditioning on the roof providing ventilation in all common spaces.
Gas pipes to be Schedule 40 as per New York City Building Code. Gas piping is 1" in size and Schedule 40 ASTM, A53A black steel with screwed malleable iron fittings. All gas piping 6" in size or larger shall utilize welded fittings.

K. / M. Air Conditioning and Heating Systems:

Heating and air conditioning for apartments is provided by a split type individual electrical heat pump system with VRF condensers and wall mounted indoor units. Every unit has its own condenser located on the roof and mounted on small steel beams to reduce vibration and sound transmission.
The heating system is designed to maintain an indoor temperature of 72^5 F indoors when outside temperature is 13^5 F.
The air conditioning systems are designed to provide 72°F maximum indoor temperature in

heating mode and 75°F minimum indoor temperature for cooling mode to comply with the NYC Energy Code. This shall be accomplished with outdoor design NYC design conditions of 12.6° for heating and 89.3 DB and 73 WB for cooling.
Heating and air conditioning for apartments will be provided by an HVAC system: Mitsubishi City Multi VRF Hyper heat condenser MXZ-4C36NAHZ with 15.80 SEER, 11.30 EER, and 10.10 HSPF which has a 36,000 Btu/h rated capacity, ~~MXZ-3C24NAHZ, MXZ-3C30NAHZ, and MXZ-3C36NAHZ~~ with wall mounted indoor unit MSZ-FH18NA2 (18,000 Btu/h rated capacity) in living rooms, MSZ-FH09NA (9,000 Btu/h rated capacity) and MSZ-FH12A (12,000 Btu/h rated capacity) in bedrooms, MSZ-FH06NA (6,000 Btu/h rated capacity) in gym, and PKA-A24KA7 (24,000 Btu/h rated capacity) in elevator room ~~MSZ-GE06NA MSZ-FH09NA, MSZ-FH12NA, and MSZ-FH18NA~~ split type individual electrical heat pump units~~, or approved equal, see tabulation below~~. All units able to provide even -4 deg. F. There are no warranties.
Heat is provided in accordance with the controls' sequencing. Heating system is designed based on energy performance maintaining space temperature settings from local thermostat for each unit. Each indoor unit will have a custom programmable thermostat. The thermostat will maintain space temperature based on time of day settings. The Heat pumps will have MEV 14 filters. Refrigerant water pipes will be constructed of copper and insulated. Piping will consist of a 2-pipe system. Units inside the apartments will have the ability to either provide heating or cooling, but cannot provide heating and cooling at the same time. Each electric heat pump unit will be provided with its own heating and cooling thermostat and function per the sequence of operation outlined. The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions.
Make up Air Conditioning Unit: Air conditioning in the lobby, corridor shall be provided in all floors through make up air conditioning unit, and make up riser.

~~Heating for the residential lobby vestibule area is provided by wall mounted heater located at the entrance vestibule.~~

~~Heating for the stairwells is provided with electric wall heaters located at the exit/entrance at the roof.~~

Heating for other support spaces including water service room, sprinkler booster pump room, pump rooms, storage and utilities room, water service room and others is provided by local electrical unit heaters.

All ductwork running in unconditioned areas shall be insulated with R-5 fiberglass insulation.

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

Apartments, corridors, and amenities are cooled by the ducted system; stairs are unconditioned.

~~Every unit has its own condenser, which are all located at bulkhead roof. In addition to being located on the roof of the bulkhead, condensers are mounted on small steel beams to reduce sound transmission.~~

Electric hot water heaters for the Community Facility space are AO Smith Promax EJC-2 with 2.5 gallon capacity and 93% energy efficiency. There is no warranty.

Heating and cooling equipment for Community Facility space not provided.

Mitsubishi VRF system provides heating and air conditioning in the Lobby along with make-up air conditioning system to provide ventilation air. Mitsubishi MXZ-3C30NAHZ2 with 16.0 SEER, 10.3 EER, and 9.8 HSPF which has a 30,000 Btu/h rated capacity ~~Mitsubishi MXZ-3C24NAHZ~~ condenser shall be located on 1st floor roof and two indoor units MSZ-GE06NA (6,000 Btu/h rated capacity), MSZ-FH18NA (18,000 Btu/h rated capacity), shall be located in the lobby room wall. There are no warranties. ~~Mitsubishi VRF systems come with 12-year warranty.~~

Domestic hot water heaters in each individual apartment are Bradford White RE350T6 with 50 gallon capacity and 92% energy efficiency. Each water heater will have an instantaneous recovery of approximately 21GPH @90 Degree F. There is a 6-year limited warranty on the tank and parts which has expired. Each unit shall have separate exhaust through roof.
Domestic water heating and distribution is designed to be capable of providing peak required services. There is (1) DEP approved 6-inch fire protection water service and (1) 4-inch domestic water service. Domestic water supply to the building from street water main is metered. After the water meter assembly and DEP code required back flow preventer device water is pumped from a triplex constant pressure booster to all plumbing fixtures and equipment in the building from the 1st floor to the 11th floor. The domestic water pressure within the apartments will be maintained by the booster pump system. The booster pumps system will be a lead/lag duplex pump system sized at 60 GPM, 162 ft head, 5 hp for each pump. The pump is manufactured by Sico which has a 1 year warranty. There are two water risers, one shall supply from 1st floor to 2nd floor. This riser shall have a pressure reducing valve to limit water pressure on 11h floor shall be 25 psi and cellar shall be 65 psi. Another riser shall supply water from cellar to 2nd floor. This riser shall not have any pressure reducing valve. Booster pump shall be setup to provide 25 psi at 11th floor, and 65 psi at 3rd floor.
Insulation of domestic water piping is 1" thick fiberglass.

N. Ventilation:

1. Bathrooms are provided with local exhaust fans at the NYC code required intermittent rate of 50 CFM/toilet. They are AMCA Air & Sound certified and operate at up to 0.4 sones. Independent toilet exhaust fans with individual control switch shall be provided for each toilet room. The main vertical exhaust risers exhaust air to the roof level exhaust fans. Fan will have duct mounted static pressure sensor with VFD drive on main roof exhaust fan.
2. Kitchens are ventilated by local exhaust fans at the NYC code required intermittent rate of 100 CFM/kitchen. They are AMCA Air & Sound certified and operate at up to 4 sones. Independent kitchen exhaust fans with individual control switch shall be provided for each kitchen. The main vertical exhaust risers exhaust air to the roof level exhaust fans. Fan will have duct mounted static pressure sensor with VFD drive on main roof exhaust fan.
3. Apartment Laundry rooms are provided dryer exhaust fan located at the roof. ~~All dryers are connected with riser.~~ The main vertical exhaust risers exhaust air to the roof level exhaust fans.

Fan will have duct mounted static pressure sensor with VFD drive on main roof exhaust fan.
4. Residential units are also ventilated via operable windows
5. Ventilation in corridors at all floors and exercise room in cellar is provided through make up air conditioning unit on the roof and make up riser. Refuse rooms are ventilated by local exhaust fans at the intermittent rate of 50 CFM. Bicycle storage rooms are ventilated by local exhaust fans at the intermittent rate of 100 CFM.

O. Electrical System:

Electrical service is provided into cellar electric switchboard room. Service to the building is 120/208 volt, 3-phase, 4 wire and distributed to Residential and base building distribution systems via power and lighting panels. Dedicated service and switchgear equipment for Residential and base building distribution systems are sized based on their respective loads.

Main electrical switchboard room consolidating Residential and common area electrical equipment is located at the first floor of the building. Local distribution equipment for Residential units is situated in their respective spaces. Power for residential units is distributed from meter bank and main distribution panel in main electrical room.

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

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

All residential units are supplied with 120/208V, 1 phase, 3 wire + ground, 36 or 42 pole power panels with single and double pole circuit breakers in each unit.

Power and Lighting panels are provided to distribute electricity via dedicated 100 amp or 200 amp panel board 120/208 volts, 3ph, 4 wires system to energize to all the loads in all common areas and to be circuited from the dedicated electrical house meter. Individual branch circuit protection are sized and rated based on the connected loads and requirements of the code, which shall include lighting, receptacles, air conditioning and heating etc.

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

Capacity provided for each Residential Unit depends on the area of the unit, number of bedrooms, etc. Service is adequate to meet normal apartment appliance, lighting and air conditioning loads.

Service: Capacity provided for each Residential Unit will be in accordance with Code requirements, sized 100 Ampere at 120/208V, 1 phases, 3 wires to 125 Ampere, 120/208, 1 phase, 3 wire, depending on the area of the unit, number of bedrooms, etc. Service will be adequate to meet normal apartment appliance, lighting and air conditioning loads.
~~Exterior lighting consists of exterior grade, wall-mounted compact fluorescent lighting fixtures as well as shielded die-cast aluminum faceplate and linear spread lighting fixtures by Bega Lighting.~~

Receptacles are provided in all rooms. All power receptacles in bedrooms are protected with AFCI (Arc Fault Circuit Interrupting) type circuit breakers. Appliance receptacles area provided in kitchens. Dedicated appliance receptacles are provided for laundry equipment and individual loads such as cooking range and clothes washers & dryers. Ground fault receptacles are provided in all bathrooms, kitchens, and at Residential Unit terraces.
- 15 amps and 20 amps, 120V circuits are provided to handle lighting and general purpose receptacles.
- 20 amps, 120V circuits are provided in the kitchen area for 120V kitchen appliances. Each appliance outlet above counter will be GFCI type.
- 20 amps, 120V circuits in the bedrooms area are provided with AFCI type circuit breakers in the apartment panels.
- 208V, 1 phase service are provided to all CU units on the roof.
- 20 amps, 120V single phase circuit for dishwashing machines are provided.
- 20 amps, 120V single phase circuits are provided for electric washer/dryer units.
- 20 amps and 40 amps, 208V single phase circuits are provided for electric ovens.

~~Public area lighting complies with Housing Maintenance Code and Multiple Dwelling Laws. Lighting in main lobby, public corridors, and recreation room at second floor are 3" recessed LED fixtures (or approved equal). Lighting at cellar level consists mostly of fluorescent light fixtures.~~

Electrical service to the community facility space will have 600 amps, 120/208v, 3 phase, 4W + ground riser.

There will be no back-up generator in the building.

P. Telecom, Intercom, and Security Systems:

Telecom services enter the building from West 133rd Street and are fed to a Telecom Room located on Cellar level and is distributed throughout the building through risers and sleeves. Each Residential Unit has a Verizon Terminal Box and a Network Interface Distribution Box (NID BOX), service to a closet within the unit.
Wiring is provided in each Residential Unit to enable the Unit Owner to obtain telephone and cable television service at the Unit Owner's Expense.
AiPhone GT-DMB-N intercom is provided at front lobby entrance.
Speco Technologies NR Series security system is provided in the building and has a 5 year warranty.

~~The building will not be equipped with a Master Television Antenna System.~~
~~Intercom will be provided by Aiphone or approved equal.~~

~~Photoelectric type smoke detectors & combination CO detector, hard wired, with battery backup, 120 volt provided in each apartment. Maintenance of safety and warning devices is the responsibility of the unit owner.~~

Q. Public Area Lighting:

Public area lighting complies with Housing Maintenance Code and Multiple Dwelling Laws. Lighting in main lobby, public corridors, and amenity spaces are Generation Lighting Maya Wall Sconces Model #GLW1002MBK. Restrooms are provided with Daniolite Burlat Wall Sconces Model #DAI1174796.

R. Garages and Parking Areas:

There are no parking areas located in the building or on the property.

T. Tennis courts, playgrounds, and recreation facilities:

As per NYC Zoning Resolution, 1,051.71 SF of recreation space is required in the building. 787.25 SF is provided indoors at the 2nd floor with an allowable occupancy of 8 persons and 464 SF is provided outdoors on the roof with an allowable occupancy of 3 persons, totaling 1,251.25 SF. No furnishings or equipment are provided in the outdoor recreation space.

U. Inspections:

Elevator – Periodic and CAT1 testing every year. CAT5 test every 5 years
Backflow Testing – Every year
Local law 152 – Periodic inspection of gas piping systems is required at least once every four years
Local Law 126 – Parapet Inspection – Annual
Local Law 97 – Greenhouse Gas Emissions Reduction – Annual filings
Local Law 84 – Energy Benchmarking
Local Law 11/FISP – Façade Inspection (At least every 5 years)
Fire Alarm – Annual
Fire Pump Test – Annual
Fire pump Churn Test – Monthly
Wet Sprinkler Inspection – Quarterly & Annual & 5 Year FDNY Hydrostatic
~~Conducted concurrently with construction with final sign-off at the issuance of the Letter of Completion.~~
~~- NYC Department of Buildings~~
~~- Mechanical and Plumbing~~
~~- Electrical~~
~~- Sidewalk Shed~~
~~- Site Connection~~

V. Violations:

There are currently no open DOB violations or ECB violations on the property.
The sponsor will cure any outstanding violation prior to closing.

~~Searches have been requested of the following agencies to determine if any pending violations exist:~~
~~- NYC Fire Department~~
~~- NYC Department of Air Resources~~
~~- NYC Certificate of Inspection~~

W. Unit Information:

Unit bathrooms are provided with tub or shower, toilet, and sink. Unit kitchens are provided with refrigerator, dishwasher, oven, range hood, and sink as well as countertops. Laundry and mechanical closets are provided within each residential unit with hookups for domestic, stackable type washers and dryers. The actual laundry equipment will be the responsibility of each unit's occupant. Laundry equipment to be installed shall be U.L. approved or N.Y. City U.L or B.S. and A. approved if necessary.

"A Line"

Unit 1A has a living room, kitchen, one (1) bathroom, and one (1) bedroom ~~at first floor, and an accessory storage space with a powder room at cellar level~~.

Unit 2A has a living room, kitchen, foyer, two (2) bathrooms, and two (2) bedrooms.
Unit 3A-11A has a living room, kitchen, foyer, two (2) bathrooms, and two (2) bedrooms.

"B Line"

Unit 2B has a living room, a sleeping alcove, a kitchen, and one (1) bathroom.

Unit 3B-11B has a living room, a kitchen, one (1) bathroom, and one (1) bedroom.

"C Line"

Unit 2C has a living room, kitchen, one (1) bathroom, and one (1) bedroom.

Unit 3C-8C has a living room, a kitchen, one (1) bathroom, and a sleeping alcove ~~one (1) bedroom~~.

Unit 9C-11C has a living room a kitchen, two (2) bathrooms, and two (2) bedrooms.

"D Line"

Unit 3D-8D has a living room, a kitchen, one (1) bedroom, one (1) storage room/home office, and two (2) bathrooms.

Unit 9D-10D has a living room, a kitchen, one (1) bedroom, and one (1) bathroom.

Unit 11D has a living room, a kitchen, and one (1) bathroom.

"E Line"

Unit 3E-8E has a living room, a kitchen, one (1) bedroom, and one (1) bathroom.

Legend of Finishes

WD = wood flooring – Hallmark floors Fair Oak 7.5" x 7'-2" x 5/8" thickness, TrueMark® Glaze Tek Finish, Cleanplus Grade with Limited Lifetime Structural & Residential Finish Warranty ~~(Select, white oak, rift)~~

CT = Ceramic tile

CA = Carpet – Philadelphia Commercial Tandem Unison EcoSolution Q® Nylon with Severe traffic rating with Broadloom Lifetime Commercial Limited Warranty with Stain and Color

PC = Painted concrete

P/GWD = Paint/Gypsum Wall (no lead-based paint was used on this project)

Board MTL = Metal Panel

Space	Floor	Wall	Base	Ceiling
Finish Schedule of Apartments:				
Foyer	WD	P	WD	P/GWB
Living room	WD	P	WD	P/GWB
Bedrooms	WD	P	WD	P/GWB
Kitchens	WD	P	WD	P/GWB
Bathrooms	CT	P	CT	P/GWB
Closets	WD	P	WD	P/GWB
Finish Schedule of Other Spaces:				
Lobbies	CT	P	CT	P/GWB
Cellar	PC	P		P/GWB
Public corridors	CA	P	CT	P/GWB
Public restrooms	CT	P	CT	P/GWB
Comm. Facility	CT/WD/CA	P	CT	P/GWB

~~**Community facility will have 3" recessed LED light fixtures (or approved equal).~~

2. Plumbing fixtures for apartments (or approved equals):

Faucets	California faucets 7702, 7701-1
Sinks	Undermount Kohler k2882, verso 55
Tub spout	California faucets ts777
Bath valve	California faucets tothc2177/th53r
Toilets	Icera 2620.02
Bath tub	Hydro systems
Shower head	California faucets sh-05fr
Roll holder	Braga 67623
Towel holder	Braga 67646

Kitchen appliances (or approved equals):

Refrigerator	Liebherr HC1540 SS, Fisher & Taykel SS
Dishwasher	Fisher & Taykel
Oven	Fisher & Taykel electric

Hood	Broan PM250 SS
Sink	Lenova

Kitchen countertops are provided with cementitious finish. ~~are comprised of limestone slabs 1.25"~~

Kitchen cabinets are manufactured by Miton Cucine and made of smooth white melamine panel with textured wood-grain melamine exterior with a smoked-oak appearance.

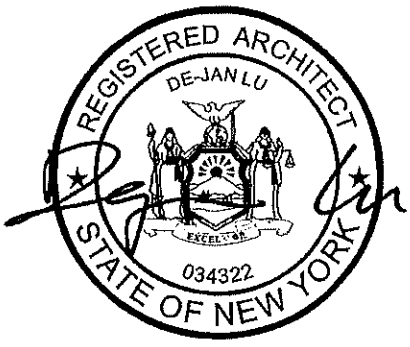
~~**The sponsor reserves the rights to provide plumbing fixtures by different manufacturers, which are equal to, or better than those listed.~~
~~**The following documents shall be transmitted to the condominium management upon transfer of control:~~
~~-Final As-Built drawings, e.g. structural, mechanical, electrical, plumbing, approved shop drawings;~~
~~-Equipment warranties;~~
~~-NDL Manufacturer's Roof Warranty;~~
~~-Major equipment Start-Up Sheets;~~
~~-Control System As-Built;~~
~~-Original Test & Balance Report for HVAC System~~

Y. Smoke detectors:

Each apartment contains photoelectric type combined smoke/carbon monoxide detectors located in the vicinity of the bedrooms. ~~Manufacturer: 1st Alert, Model# SC01BN or equal.~~ The detector is wired to a 120 volt local power supply and is self-contained with its own sounding device with battery backup. ~~The sponsor reserves the rights to provide combined smoke/carbon monoxide detectors by different manufacturers, which are equal to, or better than those listed.~~ A Mircom FX-2000 fire alarm control system is located in the first floor lobby which has a warranty three years from the date of manufacture. ~~Fire alarm station will be located in the first floor lobby.~~

BB. Further development:

No further development is proposed.



De-jan Lu, RA June 2, 2026

EXHIBIT E

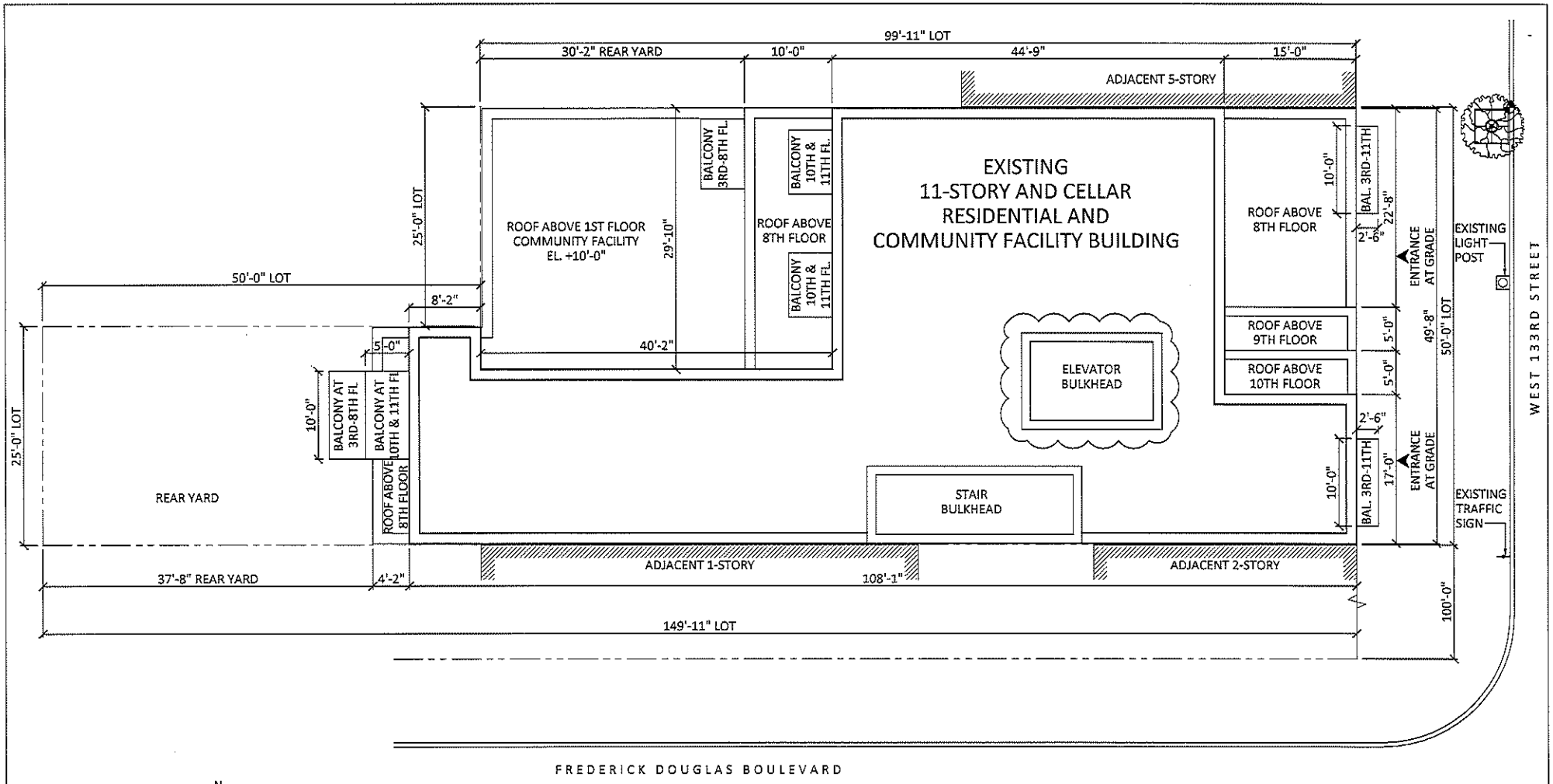
FLOOR PLANS

CONDOMINIUM NO. TBD

308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030

BLOCK:1958
F/K/A TAX LOT: 35
N/K/A TAX LOT: 1101-1147

APPROVED BY THE TAX MAP UNIT _____
FILED IN NEW YORK CITY DIVISION OF LAND RECORDS_____
THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN TAX BLOCK 1958 ON THE BLOCK MAP OF TAXES AND ASSESSMENTS IN THE BOROUGH OF MANHATTAN



PLOT PLAN

SCALE: 1/8" = 1'-0"

N

CONDOMINIUM PLAN CERTIFICATION
THE TAX MAP UNIT CITY OF NEW YORK CERTIFIES:

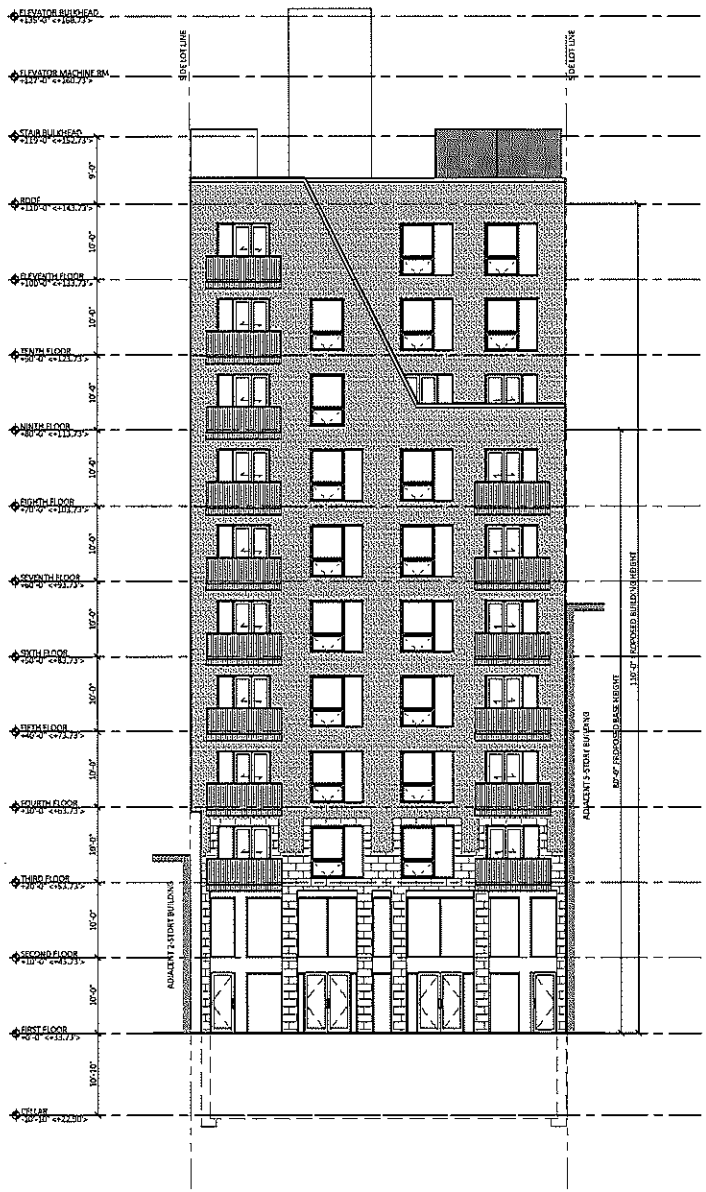
(a) THE ANNEXED FLOOR PLANS CONSISTING OF SIXTY-SIX (66) PAGES COVERING ELEVEN (11) STORIES, CELLAR, ROOF AND BULKHEAD IN PREMISES KNOWN AS, THE 308 WEST 133RD STREET CONDOMINIUM, 308 WEST 133RD STREET, NEW YORK, NY 10030.

(b) THE LOT DESIGNATIONS FOR THE SEPARATE UNIT SHOWN THEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER DESIGNATIONS FOR SUCH UNIT AS SHOWN ON OFFICIAL TAX MAP OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

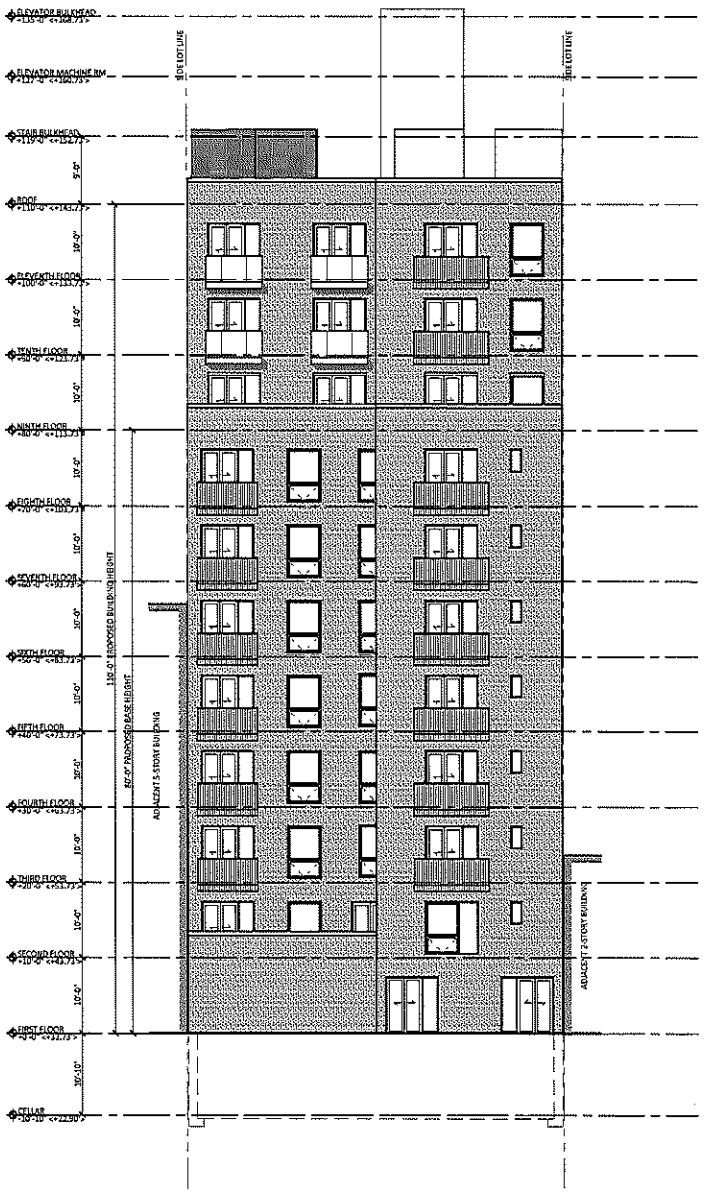
DATE _____ TAX MAP CARTOGRAPHER

DJLU ARCHITECT
5 WEST 37TH STREET, 6TH FLOOR
NEW YORK, NY 10018
646.820.3558

308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



FRONT ELEVATION



REAR ELEVATION

DJLU ARCHITECT
5 WEST 37TH STREET, 6TH FLOOR
NEW YORK, NY 10018
646.820.3558
308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030

CONDOMINIUM LOT SUMMARY INFORMATION

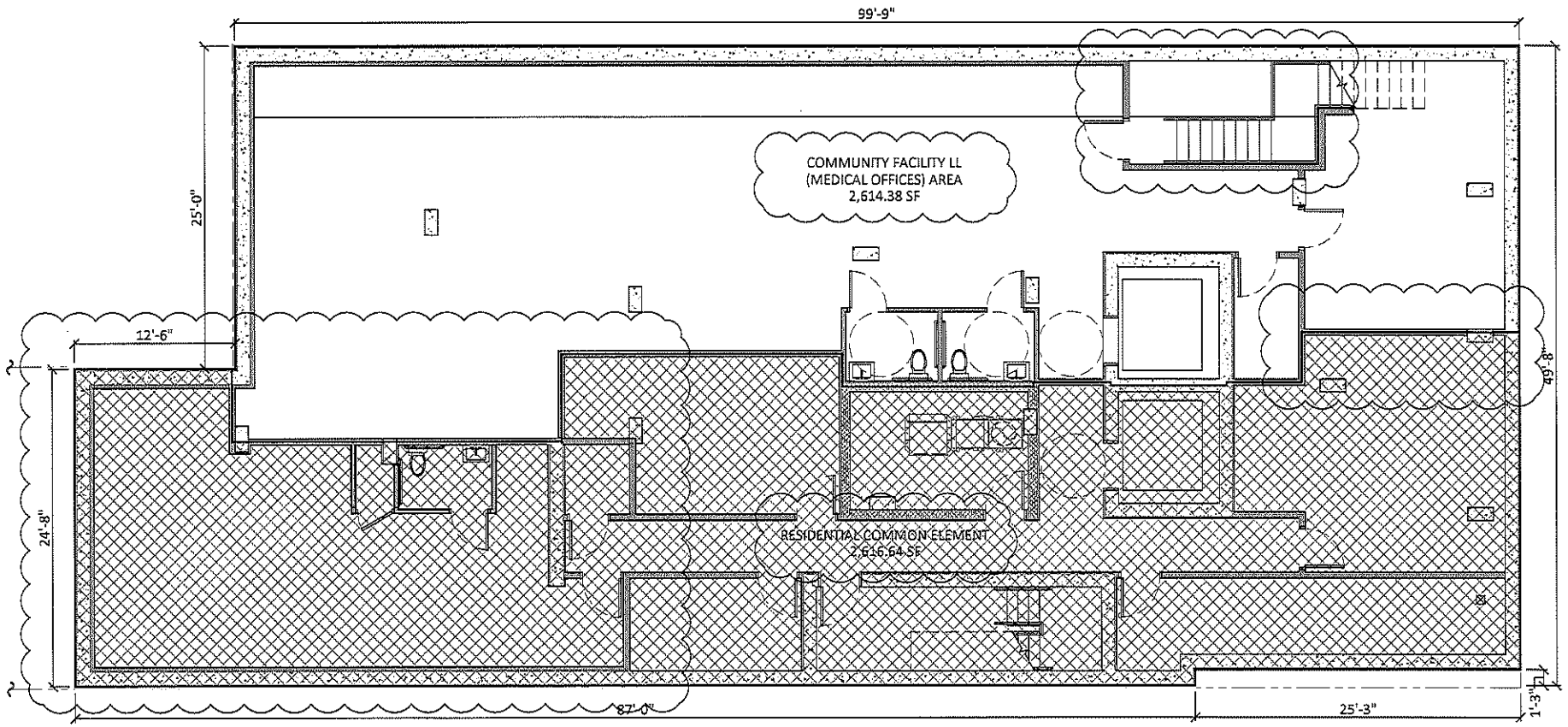
FLOOR	GROSS AREA	INDOOR GCE	OUTDOOR GCE	CF UNIT	CF AREA	UNIT NO.	UNIT AREA	BEDROOMS	BATHROOMS	HALF BATHS	LCE TYPE	LCE AREA
CELLAR	5,231.02	2,616.64		LL	2,614.38			0	0	2	N/A	0.00
FIRST	5,158.39	1,276.93		UL	3,038.11			0	0	2	N/A	0.00
						A	843.35	1	1	0	REAR YARD	941.67
SECOND	3,683.17	1,605.13	465.67			A	993.31	2	2	0	TERRACE	191.47
						B	460.03	0	1	0	TERRACE	80.00
						C	624.70	1	1	0	TERRACE	158.67
THIRD	4,335.22	557.21				A	992.62	2	2	0	BALCONY	50.00
						B	617.69	1	1	0	N/A	0.00
						C	702.99	0	1	0	BALCONY	40.00
						D	787.81	1	2	0	BALCONY	25.00
						E	676.90	1	1	0	BALCONY	25.00
FOURTH	4,366.78	557.21				A	992.62	2	2	0	BALCONY	50.00
						B	617.69	1	1	0	N/A	0.00
						C	702.99	0	1	0	BALCONY	40.00
						D	787.81	1	2	0	BALCONY	25.00
						E	708.46	1	1	0	BALCONY	25.00
FIFTH	4,366.78	557.21				A	992.62	2	2	0	BALCONY	50.00
						B	617.69	1	1	0	N/A	0.00
						C	702.99	0	1	0	BALCONY	40.00
						D	787.81	1	2	0	BALCONY	25.00
						E	708.46	1	1	0	BALCONY	25.00
SIXTH	4,366.78	557.21				A	992.62	2	2	0	BALCONY	50.00
						B	617.69	1	1	0	N/A	0.00
						C	702.99	0	1	0	BALCONY	40.00
						D	787.81	1	2	0	BALCONY	25.00
						E	708.46	1	1	0	BALCONY	25.00

DJLU ARCHITECT
5 WEST 37TH STREET, 6TH FLOOR
NEW YORK, NY 10018
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308 WEST 133RD STREET CONDOMINIUM
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NEW YORK, NY 10030

CONDOMINIUM LOT SUMMARY INFORMATION

FLOOR	GROSS AREA	INDOOR GCE	OUTDOOR GCE	CF UNIT	CF AREA	UNIT NO.	UNIT AREA	BEDROOMS	BATHROOMS	HALF BATHS	LCE TYPE	LCE AREA
SEVENTH	4,366.78	557.21				A	992.62	2	2	0	BALCONY	50.00
						B	617.69	1	1	0	N/A	0.00
						C	702.99	0	1	0	BALCONY	40.00
						D	787.81	1	2	0	BALCONY	25.00
						E	708.46	1	1	0	BALCONY	25.00
EIGHTH	4,366.78	557.21				A	992.62	2	2	0	BALCONY	50.00
						B	617.69	1	1	0	N/A	0.00
						C	702.99	0	1	0	BALCONY	40.00
						D	787.81	1	2	0	BALCONY	25.00
						E	708.46	1	1	0	BALCONY	25.00
NINTH	3,625.67	529.51				A	881.87	2	1	0	TERRACE	102.78
						B	624.42	1	1	0	TERRACE	170.00
						C	858.26	2	2	0	TERRACE	468.33
						D	731.61	1	1	0	BALCONY	25.00
TENTH	3,550.67	529.51				A	881.87	2	1	0	BALCONY	50.00
						B	624.42	1	1	0	BALCONY	36.67
						C	858.26	2	2	0	BALCONY	36.67
						D	656.61	1	1	0	BALCONY	25.00
											TERRACE	69.17
ELEVENTH	3,475.67	529.51				A	881.87	2	1	0	BALCONY	50.00
						B	624.42	1	1	0	BALCONY	36.67
						C	858.26	2	2	0	BALCONY	36.67
						D	581.61	0	1	0	BALCONY	25.00
											TERRACE	69.17
ROOF	410.06	410.06	3,065.61									
BULKHEAD	176.00	176.00	392.42									
TOTAL	51,479.77	11,016.55	3,923.70		5,652.49		34,810.73					3,412.94

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NEW YORK, NY 10030



N

CELLAR PLAN

COMMON ELEMENTS INDOOR: 2,616.64 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: N/A

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

ARCHITECT'S CERTIFICATION

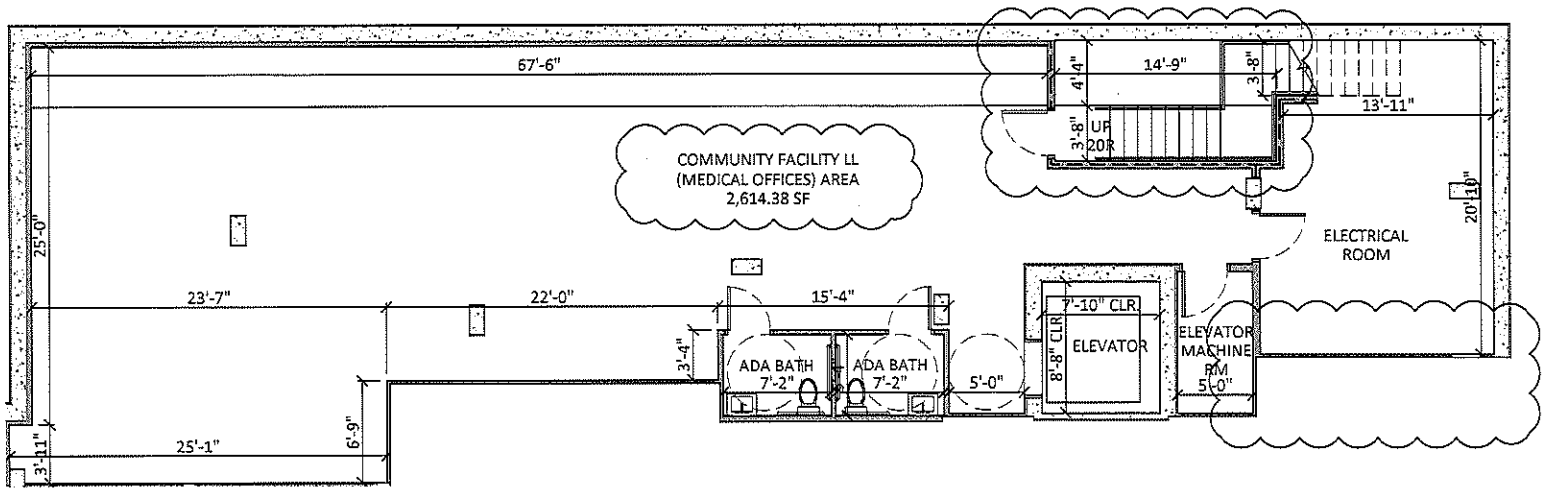
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TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DJLU ARCHITECT
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NEW YORK, NY 10018
646.820.3558

308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



COMMUNITY FACILITY LL

AREA: 2,614.38 SF
EXTERIOR AREA: 0 SF
2 HALF BATHS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

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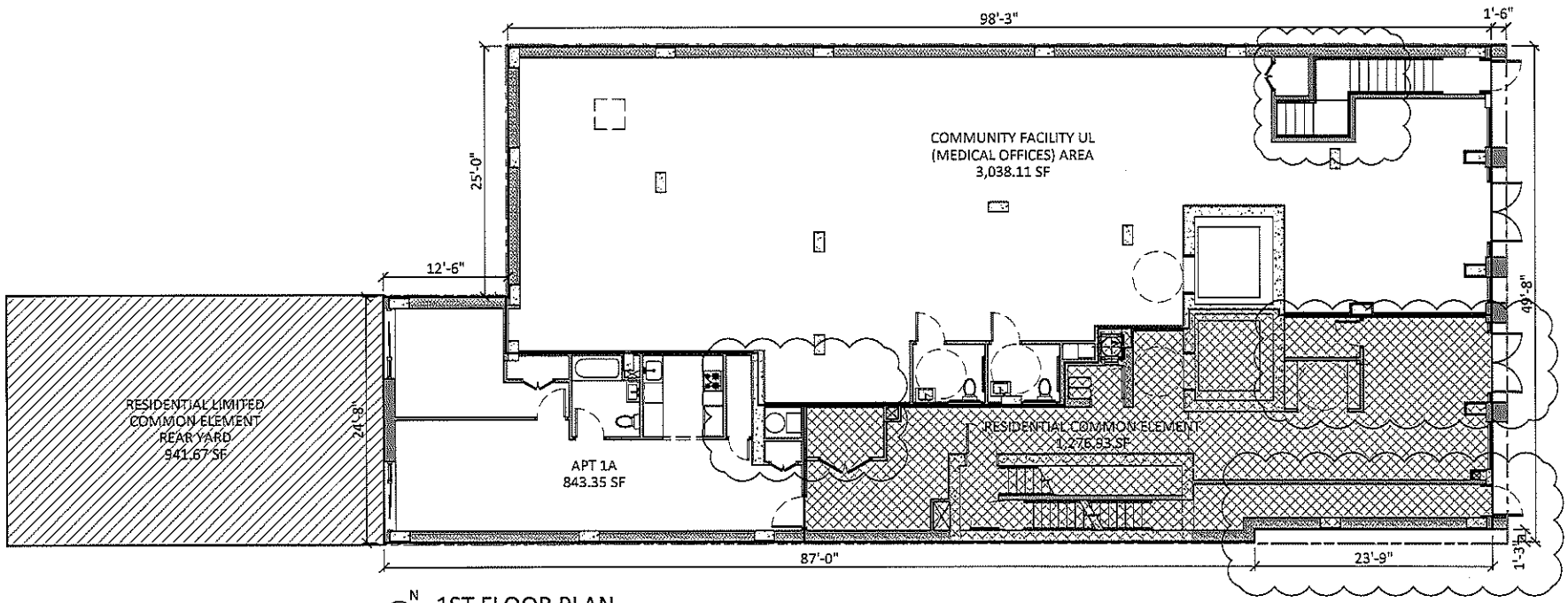
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308 WEST 133RD STREET
NEW YORK, NY 10030



N

1ST FLOOR PLAN

COMMON ELEMENTS INDOOR: 1,276.93 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: 941.67 SF

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

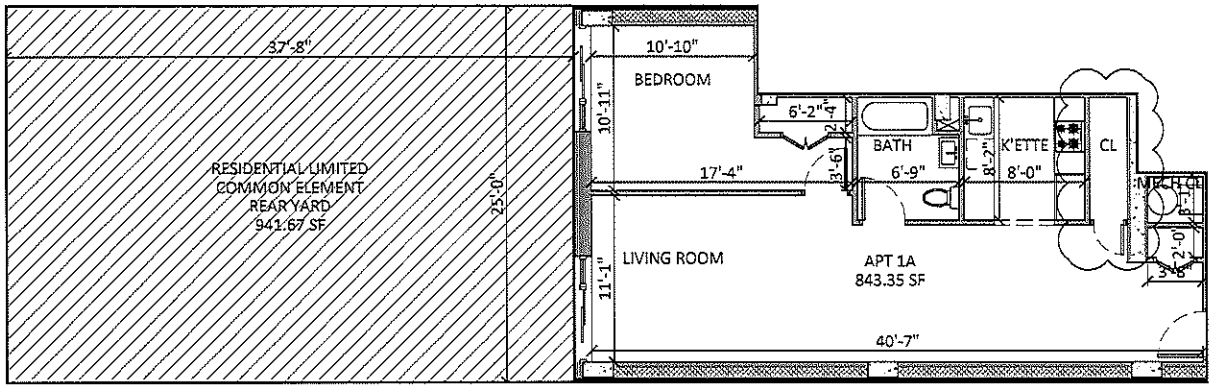
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TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

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NEW YORK, NY 10030



UNIT 1A

AREA: 843.35 SF
EXTERIOR AREA: 941.67 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

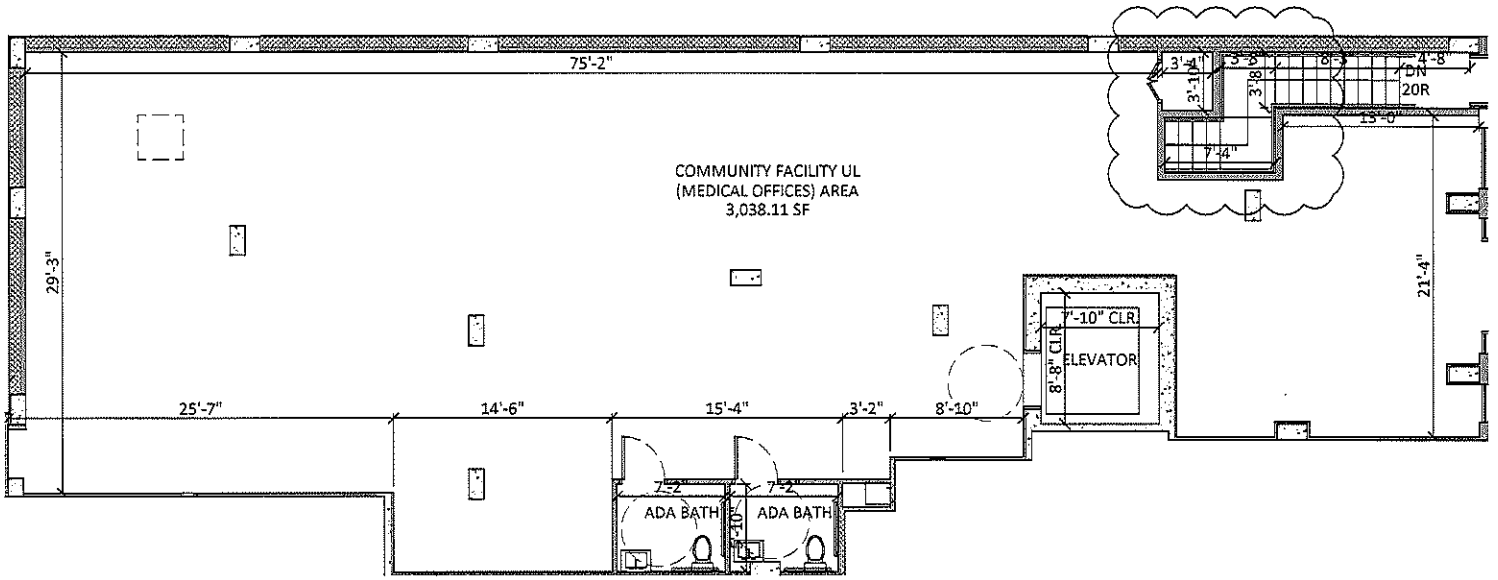
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TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DJLU ARCHITECT
5 WEST 37TH STREET, 6TH FLOOR
NEW YORK, NY 10018
646.820.3558
308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



COMMUNITY FACILITY UL

AREA: 3,038.11 SF
EXTERIOR AREA: 0 SF
2 HALF BATHS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

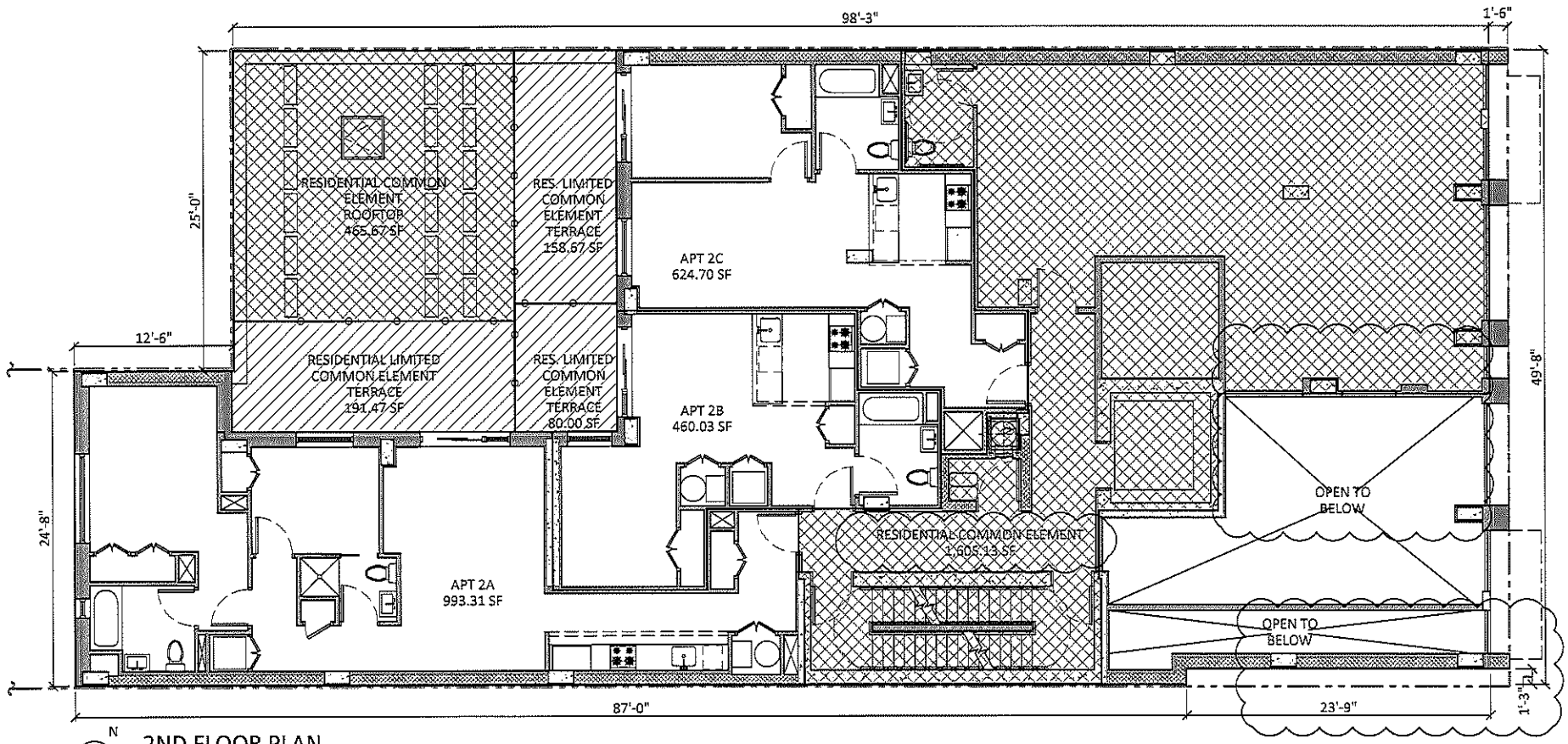
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TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

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308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



2ND FLOOR PLAN

COMMON ELEMENTS INDOOR: 1,605.13 SF
COMMON ELEMENTS OUTDOOR: 465.67 SF
LIMITED COMMON ELEMENTS: 430.14 SF

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

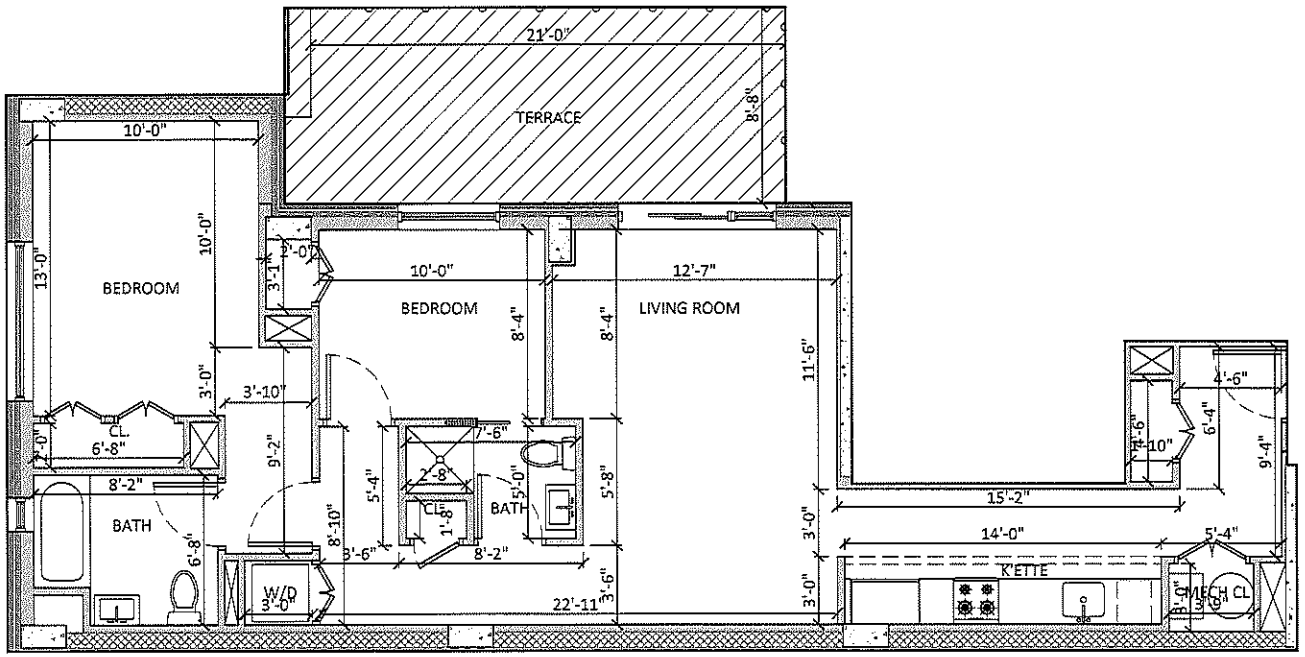
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TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

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UNIT 2A

AREA: 993.31 SF
EXTERIOR AREA: 191.47 SF
2 BEDROOMS
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

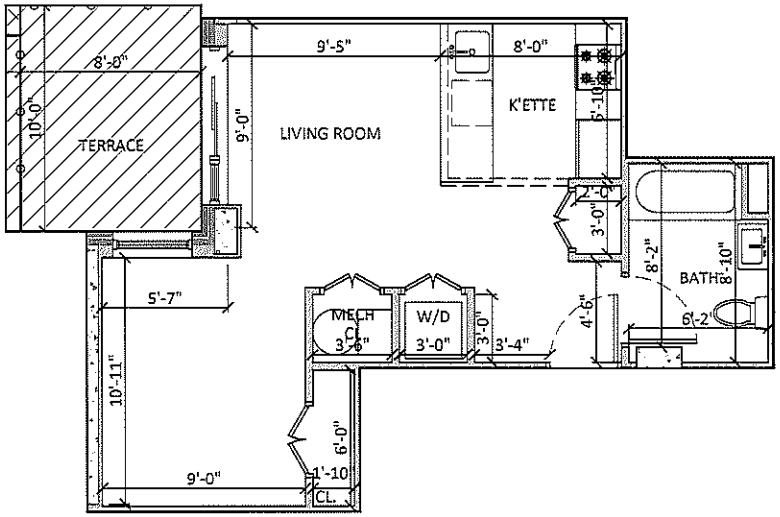
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TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

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308 WEST 133RD STREET CONDOMINIUM
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NEW YORK, NY 10030



UNIT 2B

AREA: 460.03 SF
EXTERIOR AREA: 80.00 SF
0 BEDROOMS
1 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

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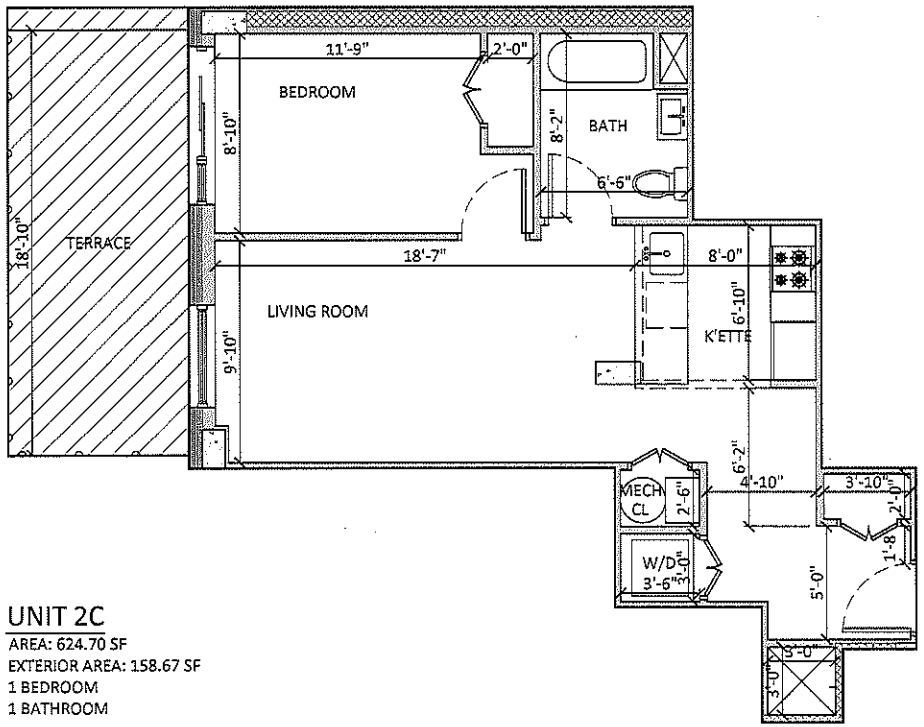
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TAX LOT CERTIFICATION

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308 WEST 133RD STREET
NEW YORK, NY 10030



UNIT 2C

AREA: 624.70 SF
EXTERIOR AREA: 158.67 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

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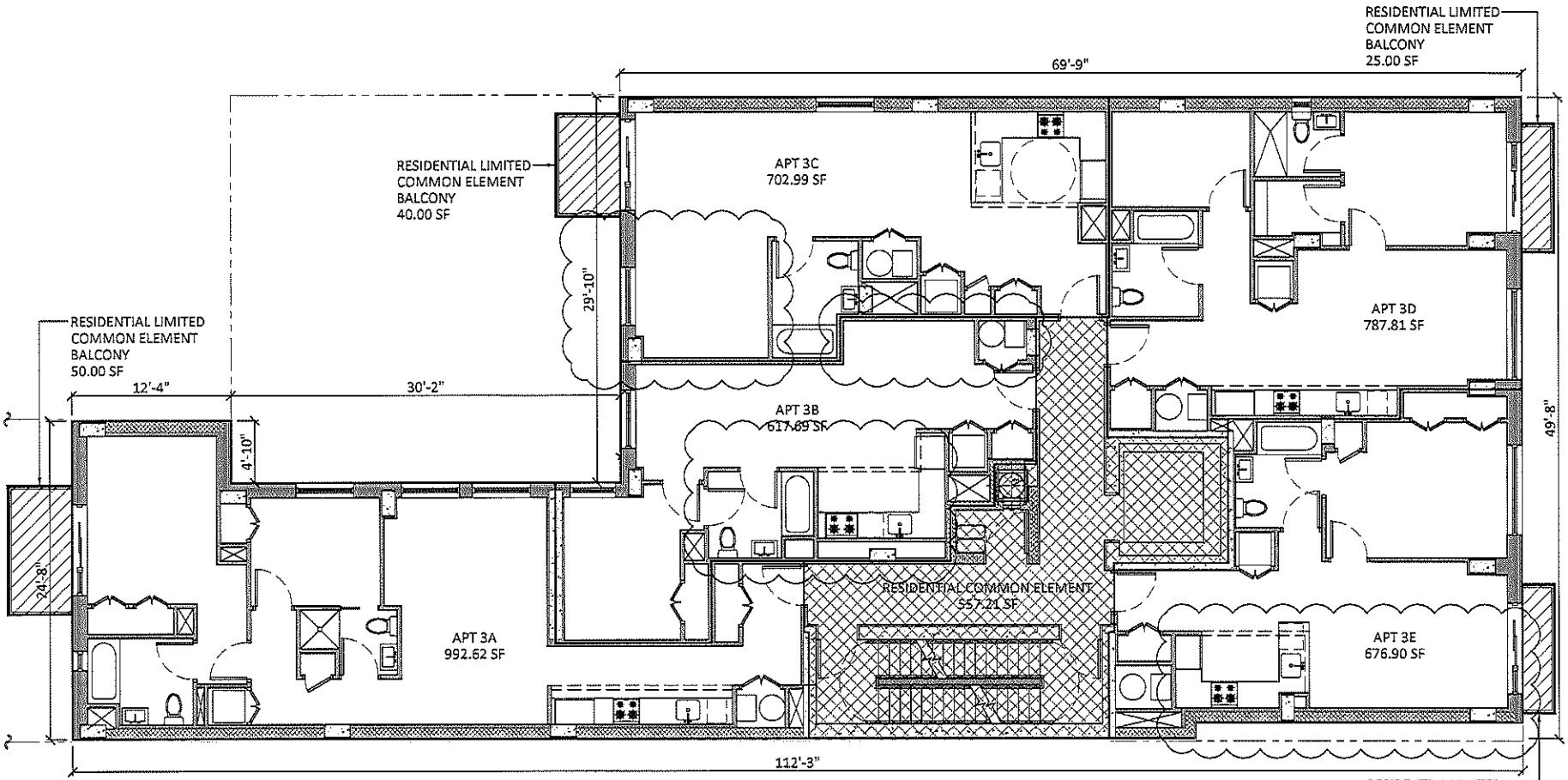
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TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DJLU ARCHITECT
5 WEST 37TH STREET, 6TH FLOOR
NEW YORK, NY 10018
646.820.3558
308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



3RD FLOOR PLAN

COMMON ELEMENTS INDOOR: 557.21 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: 140.00 SF

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

ARCHITECT'S CERTIFICATION

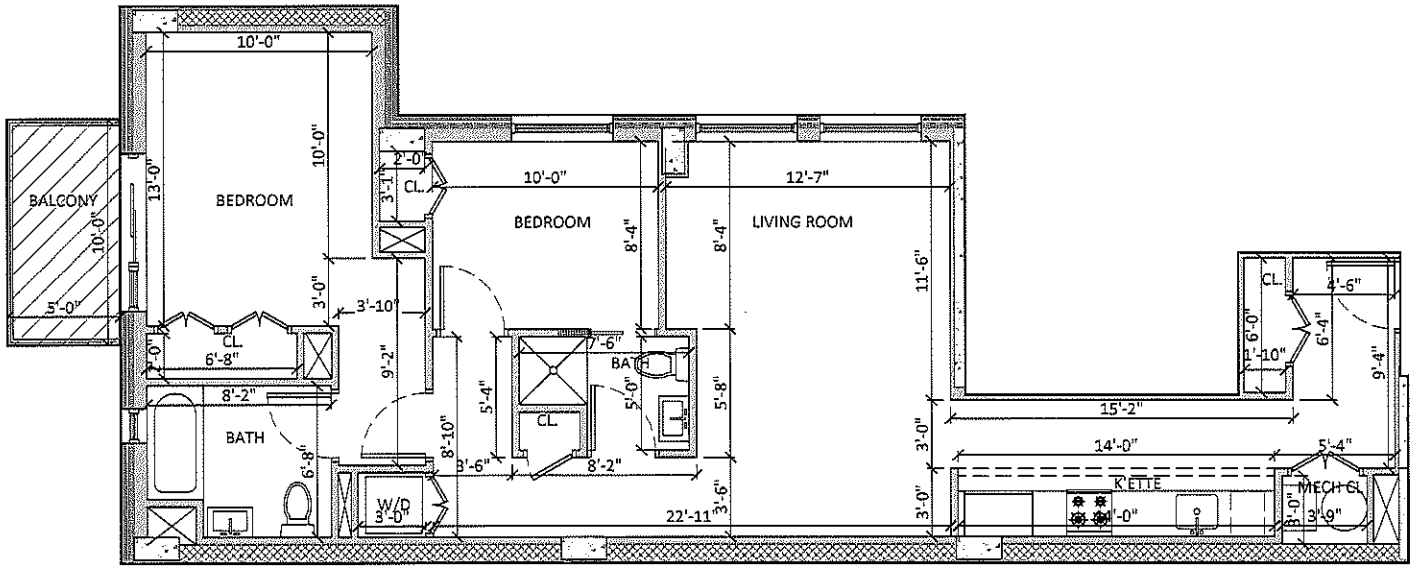
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TAX LOT CERTIFICATION

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NEW YORK, NY 10018
646.820.3558

308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



UNIT 3A

AREA: 992.62 SF
EXTERIOR AREA: 50 SF
2 BEDROOMS
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

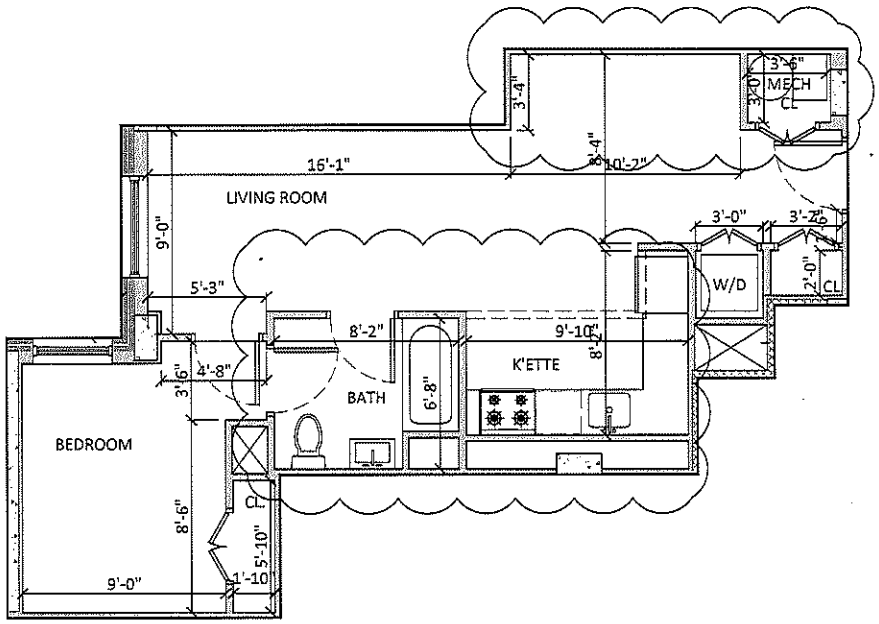
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TAX LOT CERTIFICATION

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308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



UNIT 3B

AREA: 617.69 SF
EXTERIOR AREA: 0 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

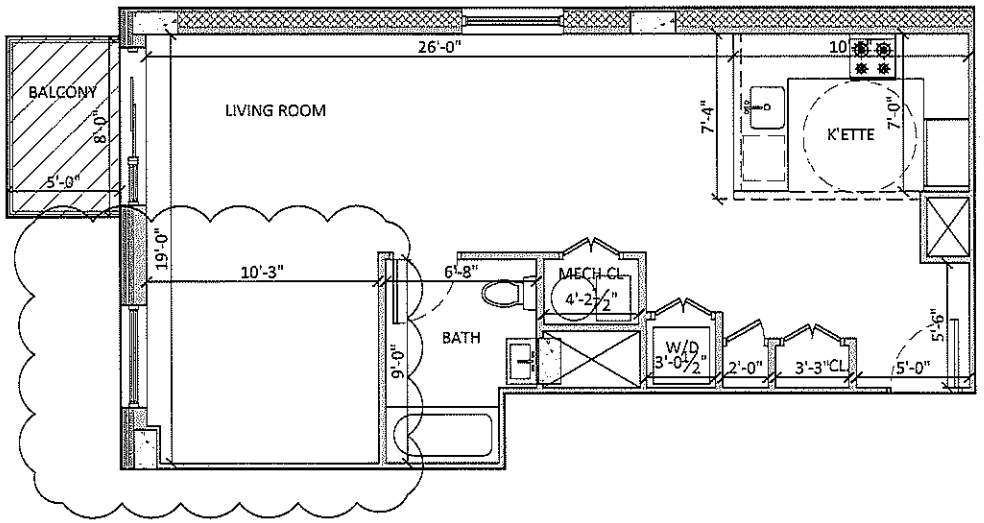
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TAX LOT CERTIFICATION

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308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



UNIT 3C

AREA: 702.99 SF
EXTERIOR AREA: 40 SF
0 BEDROOMS
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

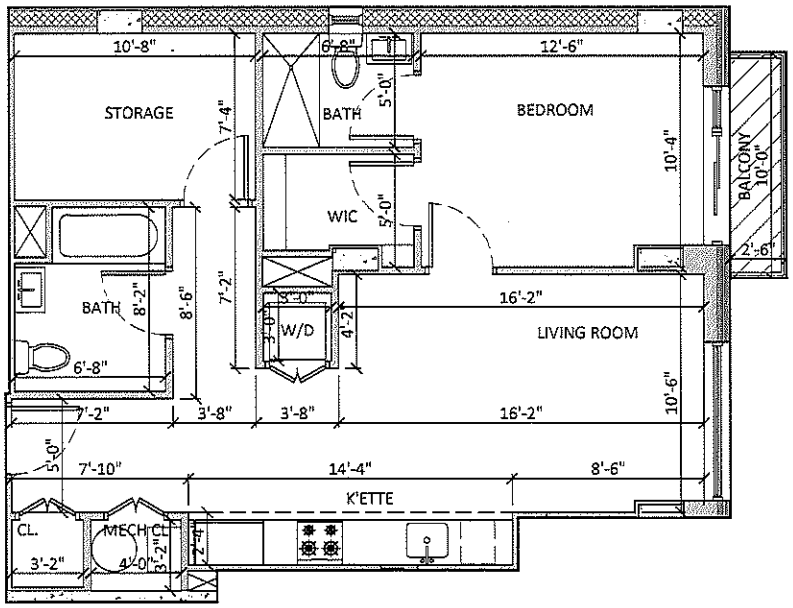
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TAX LOT CERTIFICATION

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308 WEST 133RD STREET
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UNIT 3D

AREA: 787.81 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

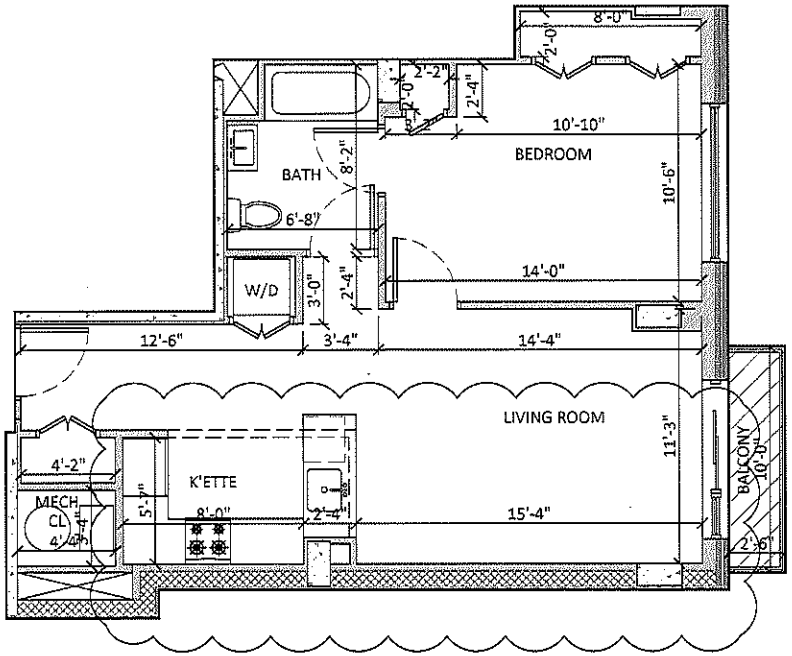
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TAX LOT CERTIFICATION

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UNIT 3E

AREA: 676.90 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

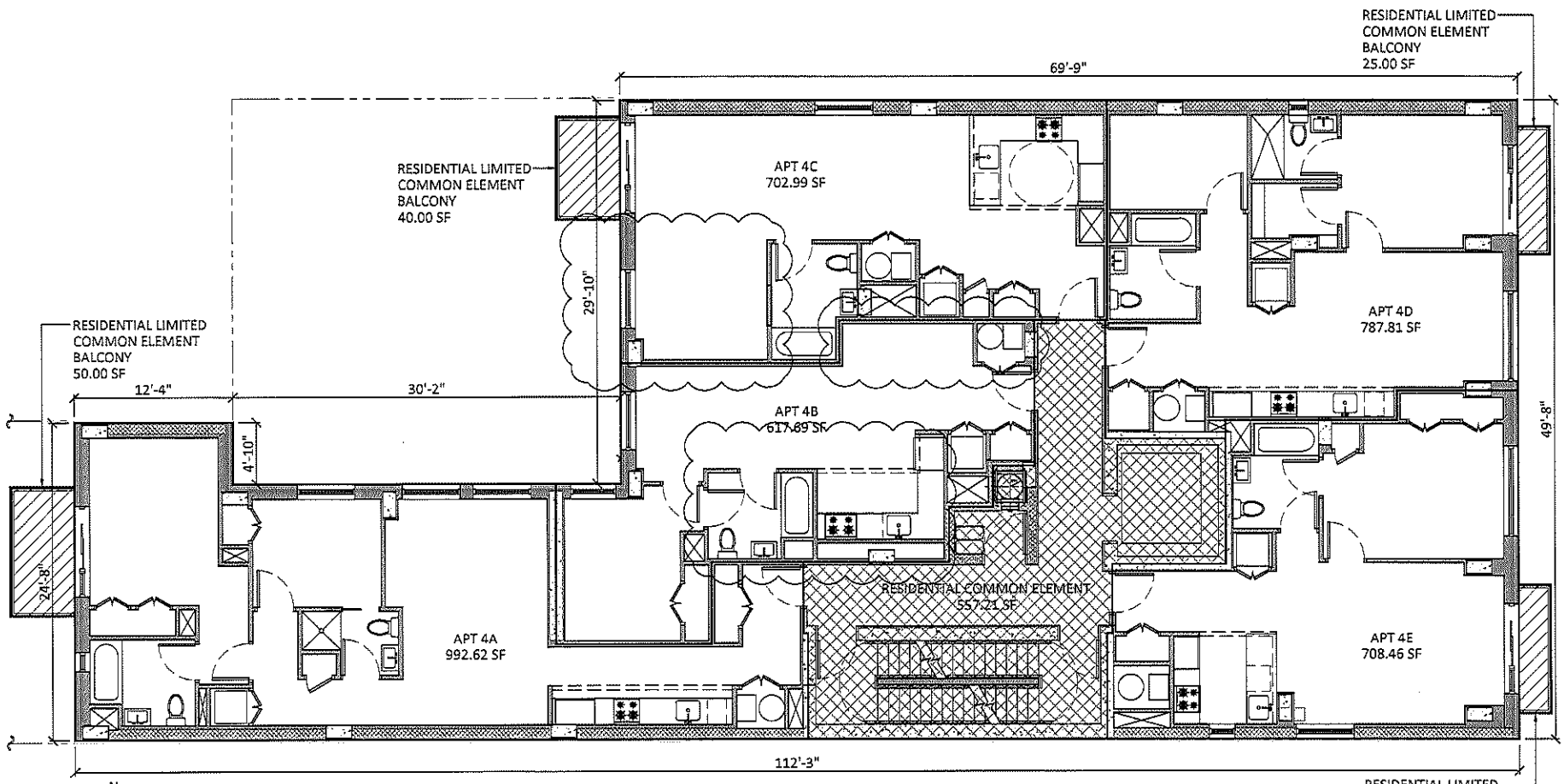
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TAX LOT CERTIFICATION

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NEW YORK, NY 10030



N

4TH FLOOR PLAN

COMMON ELEMENTS INDOOR: 557.21 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: 140.00 SF

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

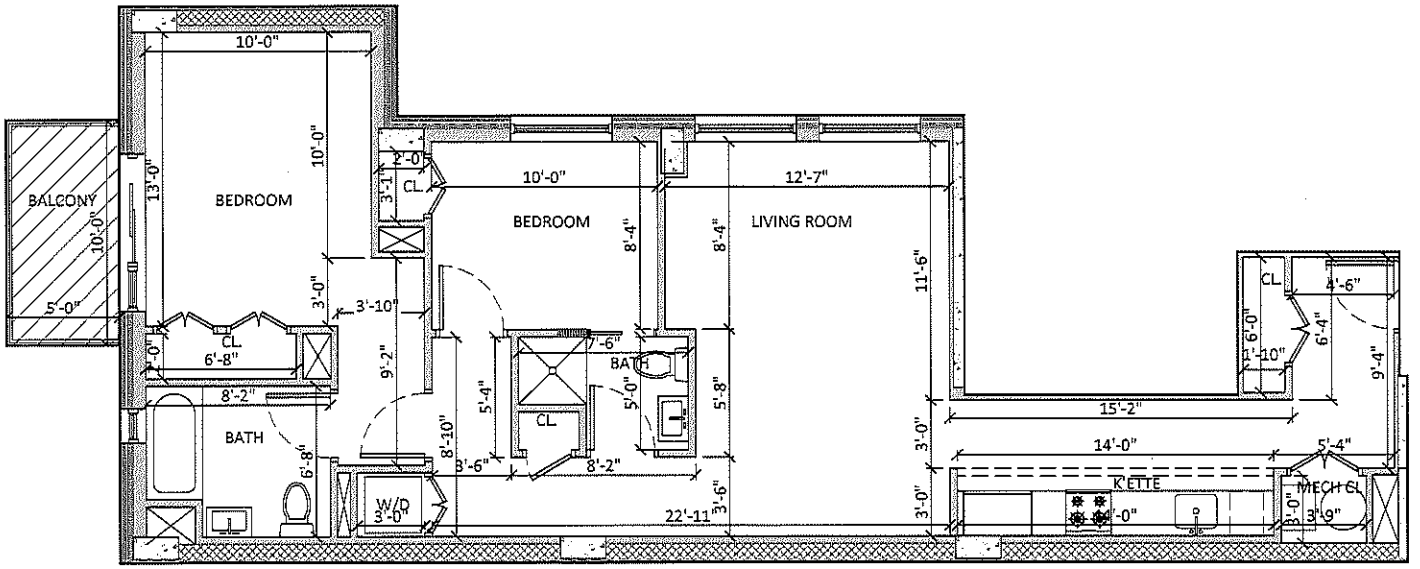
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TAX LOT CERTIFICATION

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NEW YORK, NY 10030



UNIT 4A

AREA: 992.62 SF
EXTERIOR AREA: 50 SF
2 BEDROOMS
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

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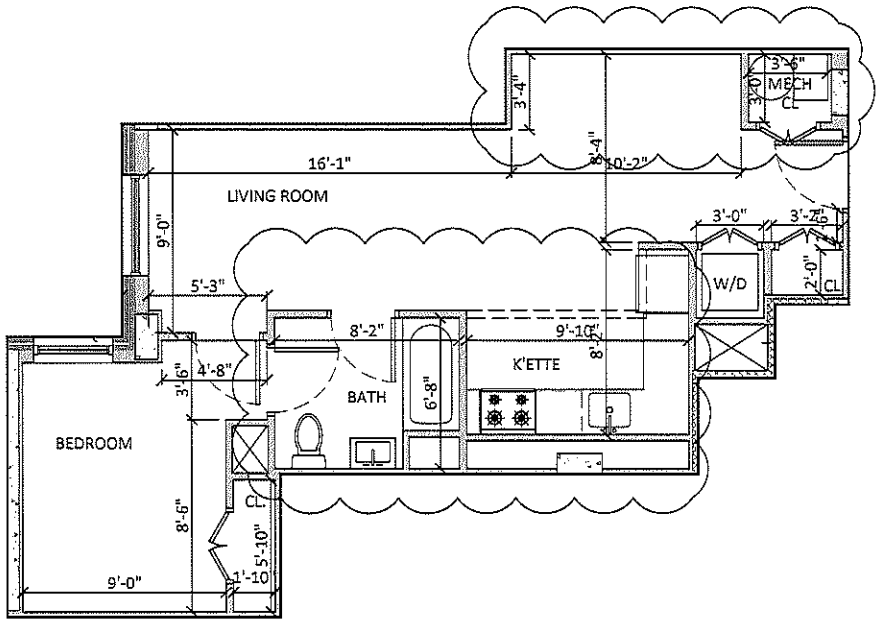
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NEW YORK, NY 10030



UNIT 4B

AREA: 617.69 SF
EXTERIOR AREA: 0 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

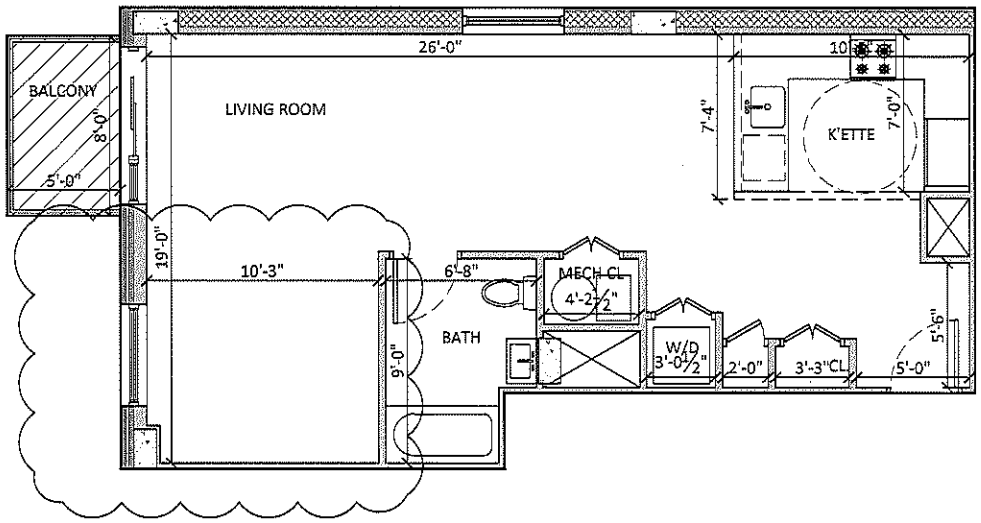
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UNIT 4C

AREA: 702.99 SF
EXTERIOR AREA: 40 SF
0 BEDROOMS
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

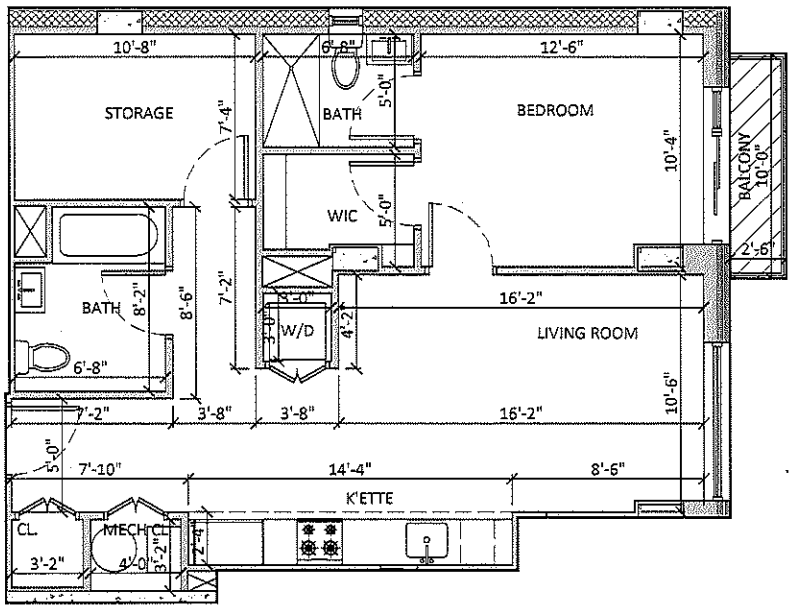
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UNIT 4D

AREA: 787.81 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

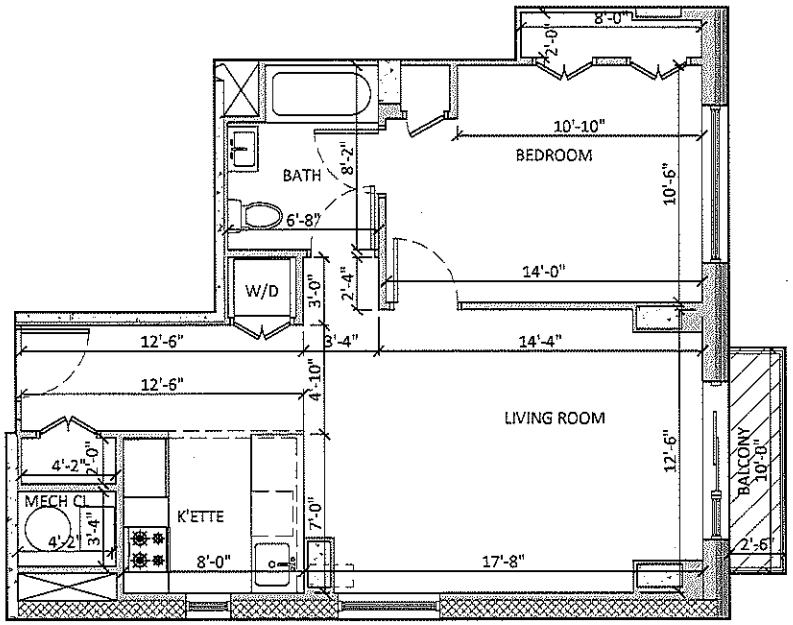
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UNIT 4E

AREA: 708.46 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

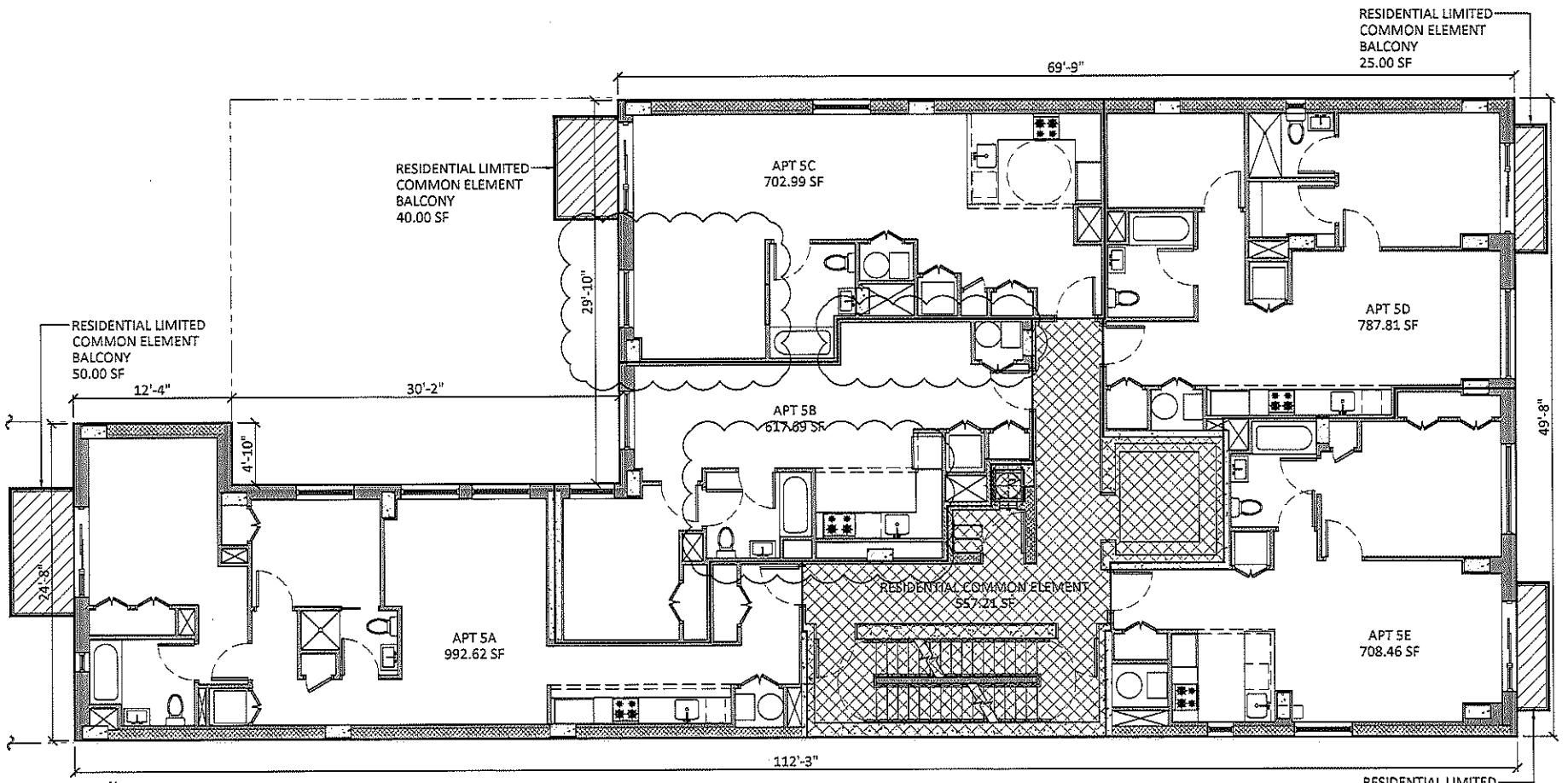
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N

5TH FLOOR PLAN

COMMON ELEMENTS INDOOR: 557.21 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: 140.00 SF

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

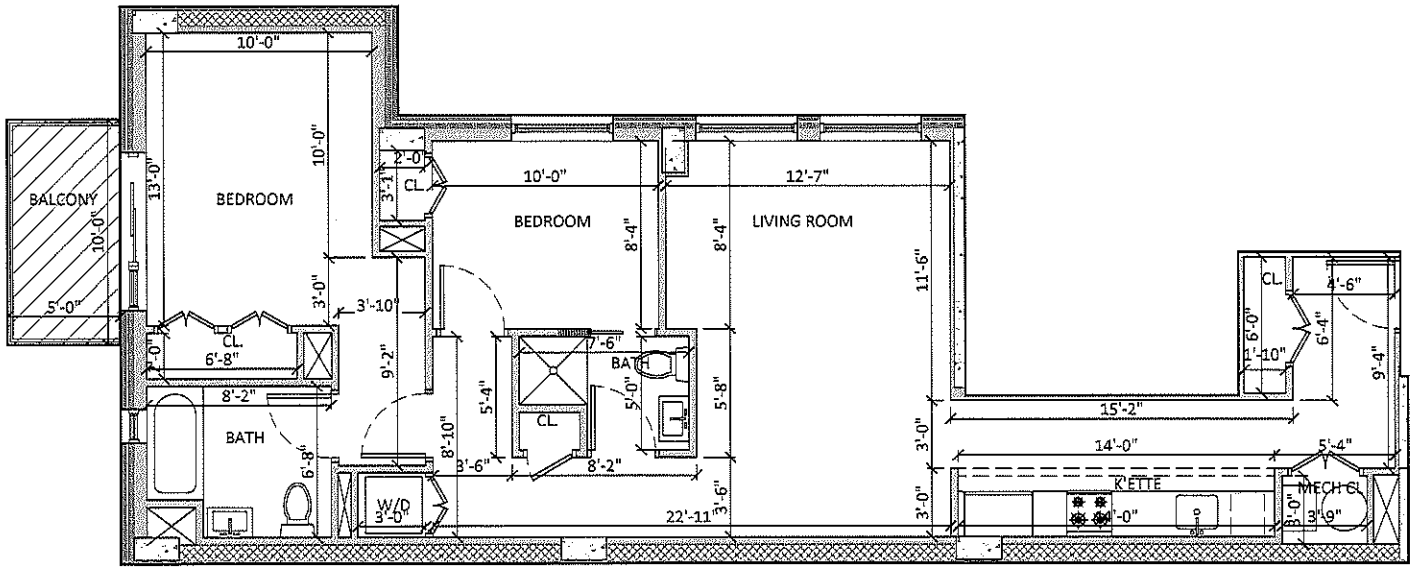
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TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DJLU ARCHITECT
5 WEST 37TH STREET, 6TH FLOOR
NEW YORK, NY 10018
646.820.3558
308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



UNIT 5A

AREA: 992.62 SF
EXTERIOR AREA: 50 SF
2 BEDROOMS
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

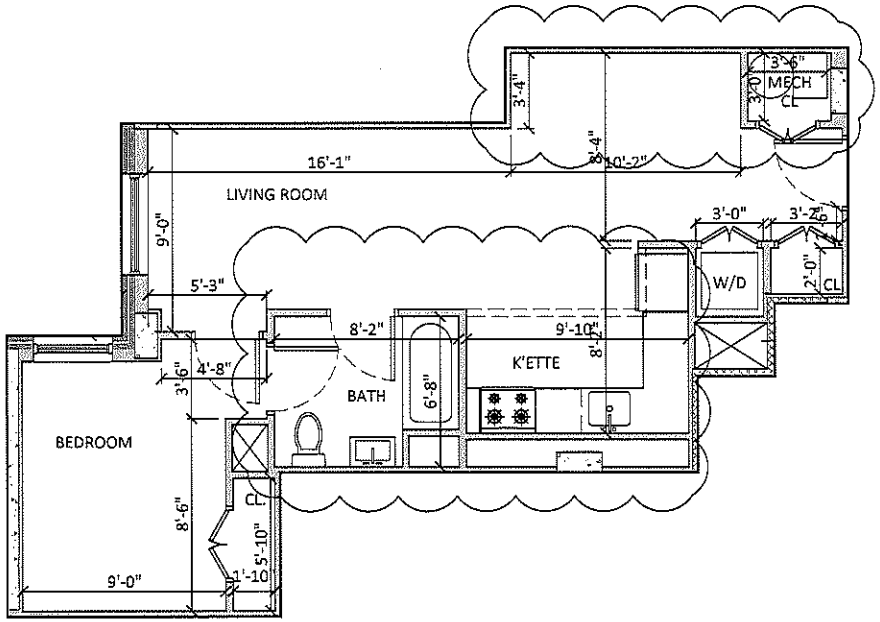
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308 WEST 133RD STREET
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UNIT 5B

AREA: 617.69 SF
EXTERIOR AREA: 0 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

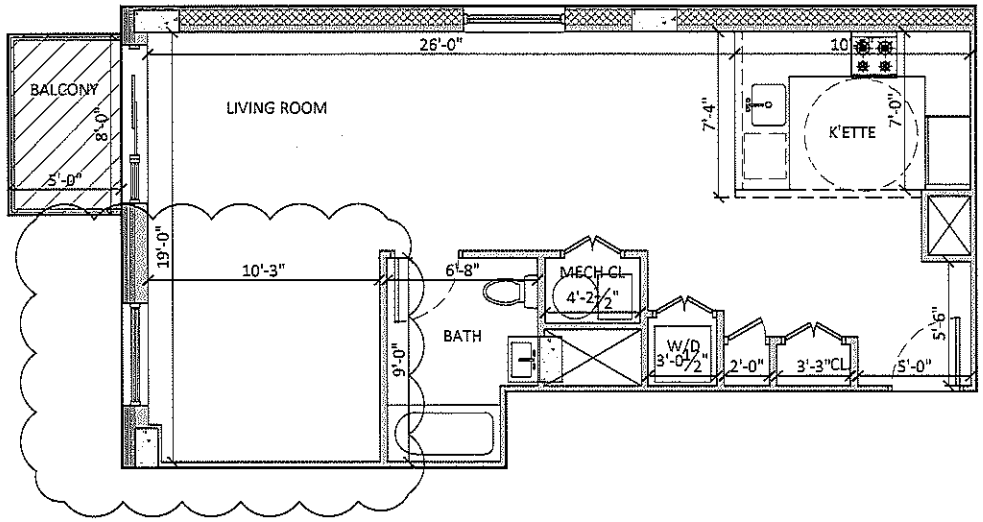
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UNIT 5C

AREA: 702.99 SF
EXTERIOR AREA: 40 SF
0 BEDROOMS
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

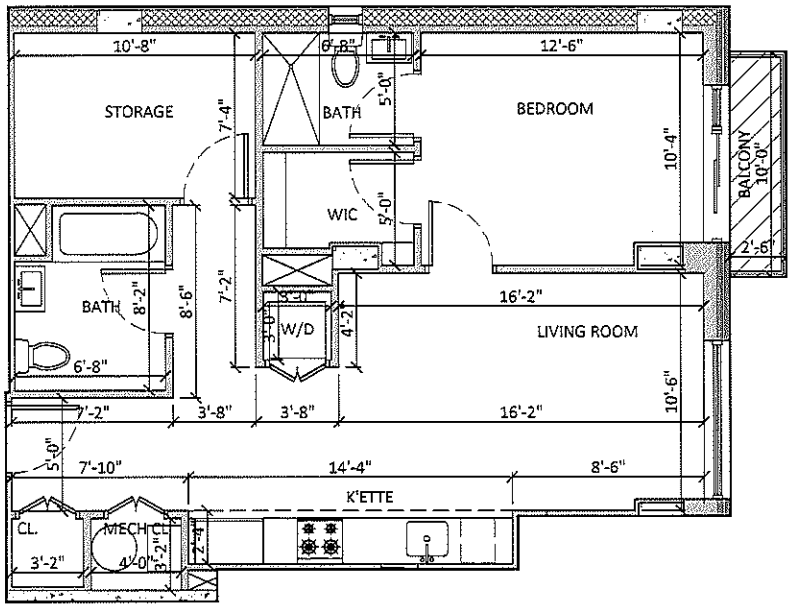
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UNIT 5D

AREA: 787.81 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

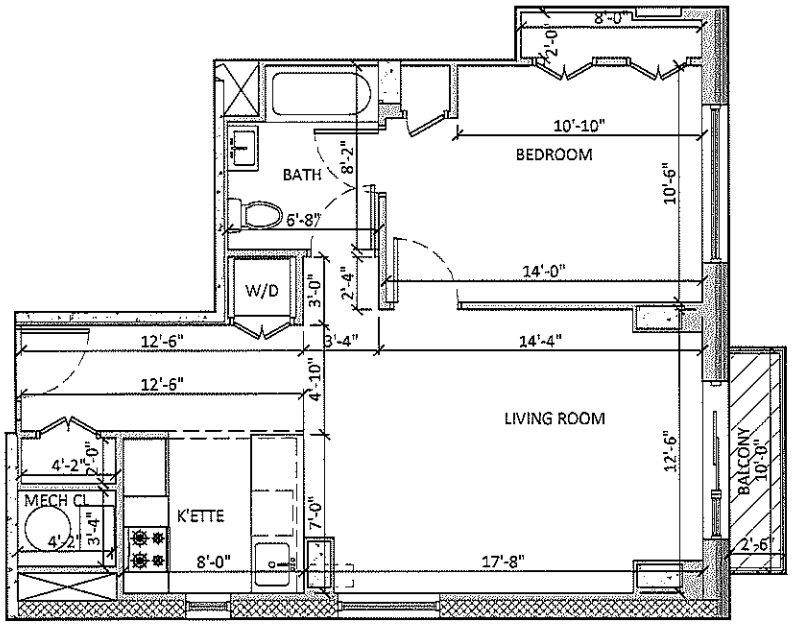
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UNIT 5E

AREA: 708.46 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

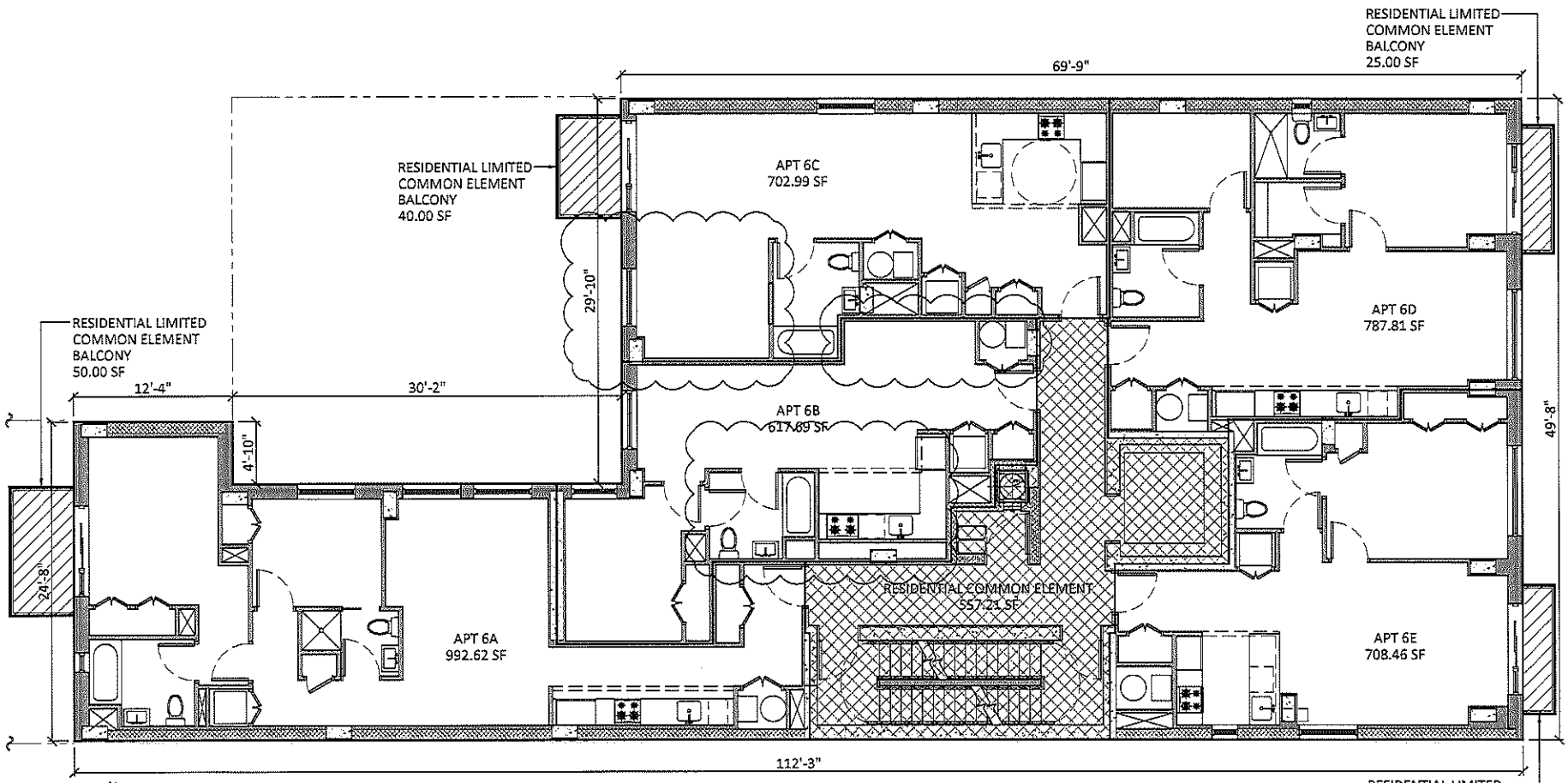
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308 WEST 133RD STREET
NEW YORK, NY 10030



N

6TH FLOOR PLAN

COMMON ELEMENTS INDOOR: 557.21 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: 140.00 SF

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

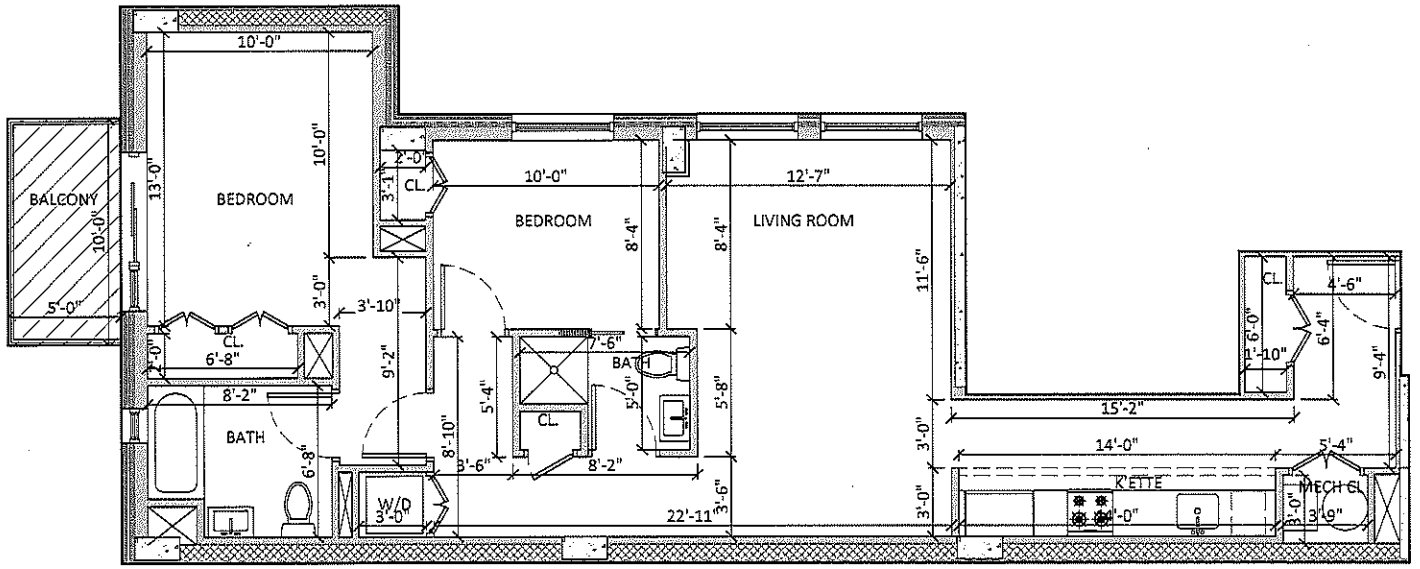
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UNIT 6A

AREA: 992.62 SF
EXTERIOR AREA: 50 SF
2 BEDROOMS
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

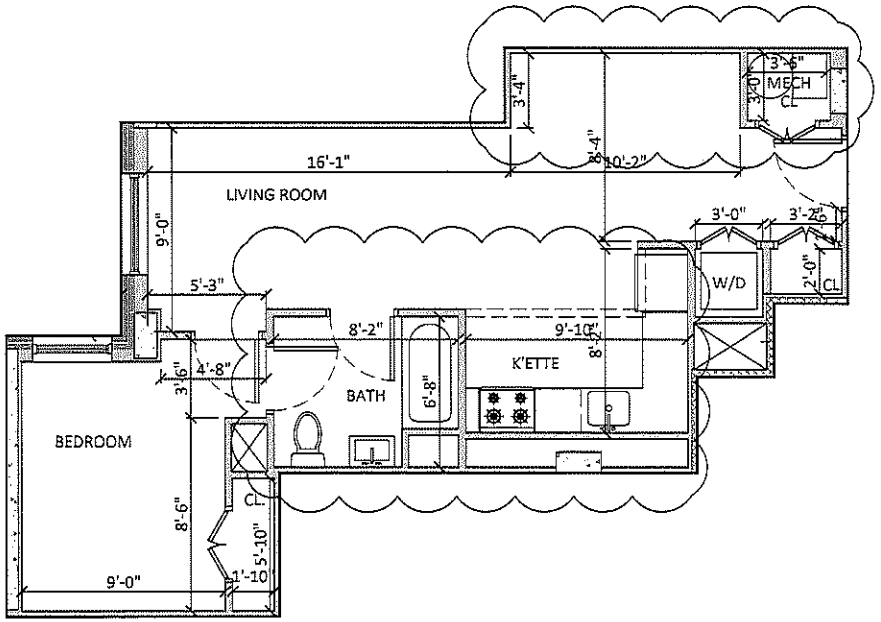
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646.820.3558
308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



UNIT 6B

AREA: 617.69 SF
EXTERIOR AREA: 0 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

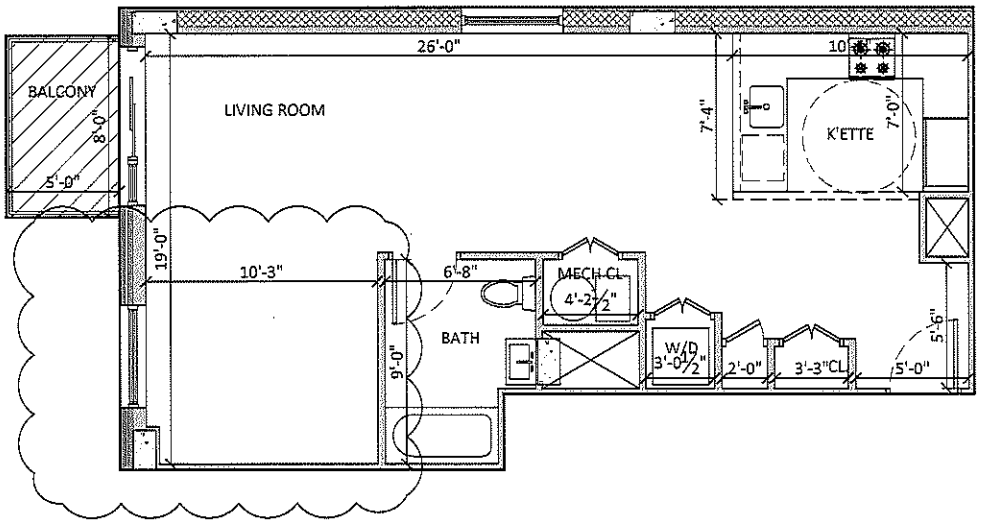
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UNIT 6C

AREA: 702.99 SF
EXTERIOR AREA: 40 SF
0 BEDROOMS
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

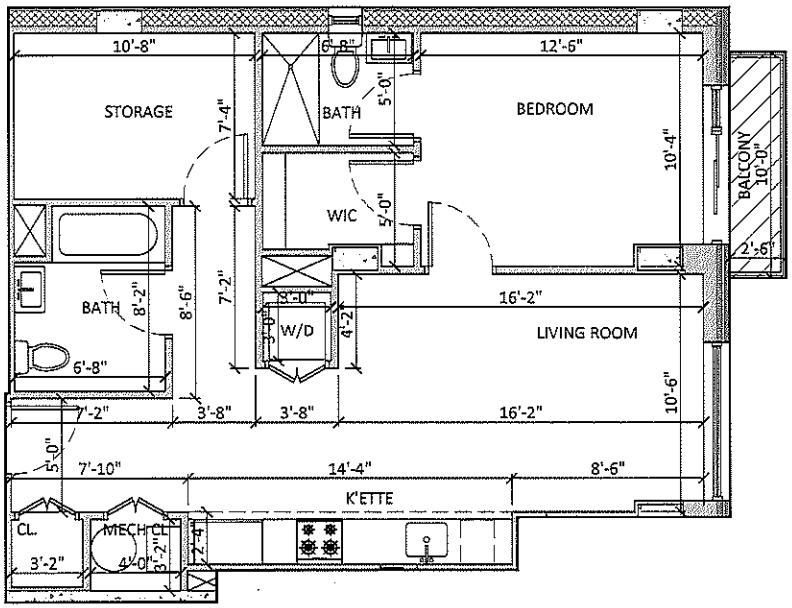
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UNIT 6D

AREA: 787.81 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

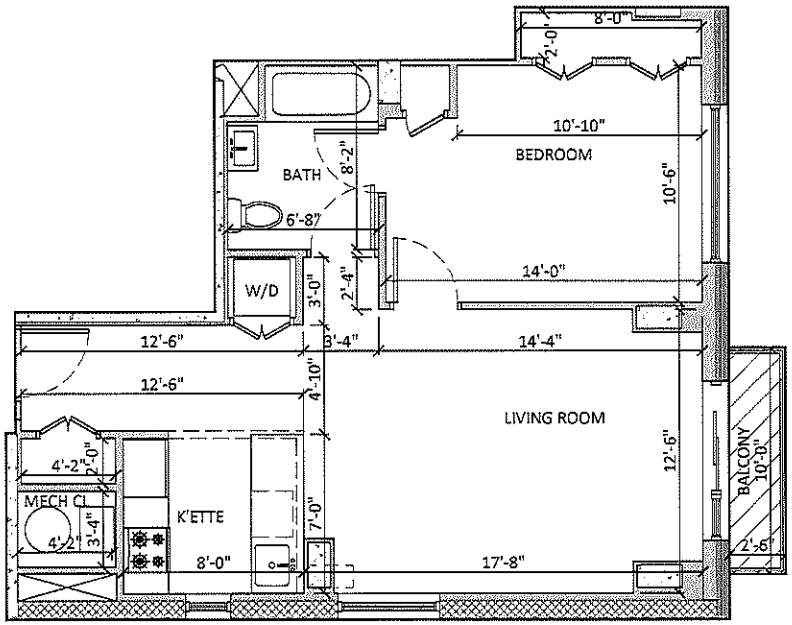
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UNIT 6E

AREA: 708.46 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

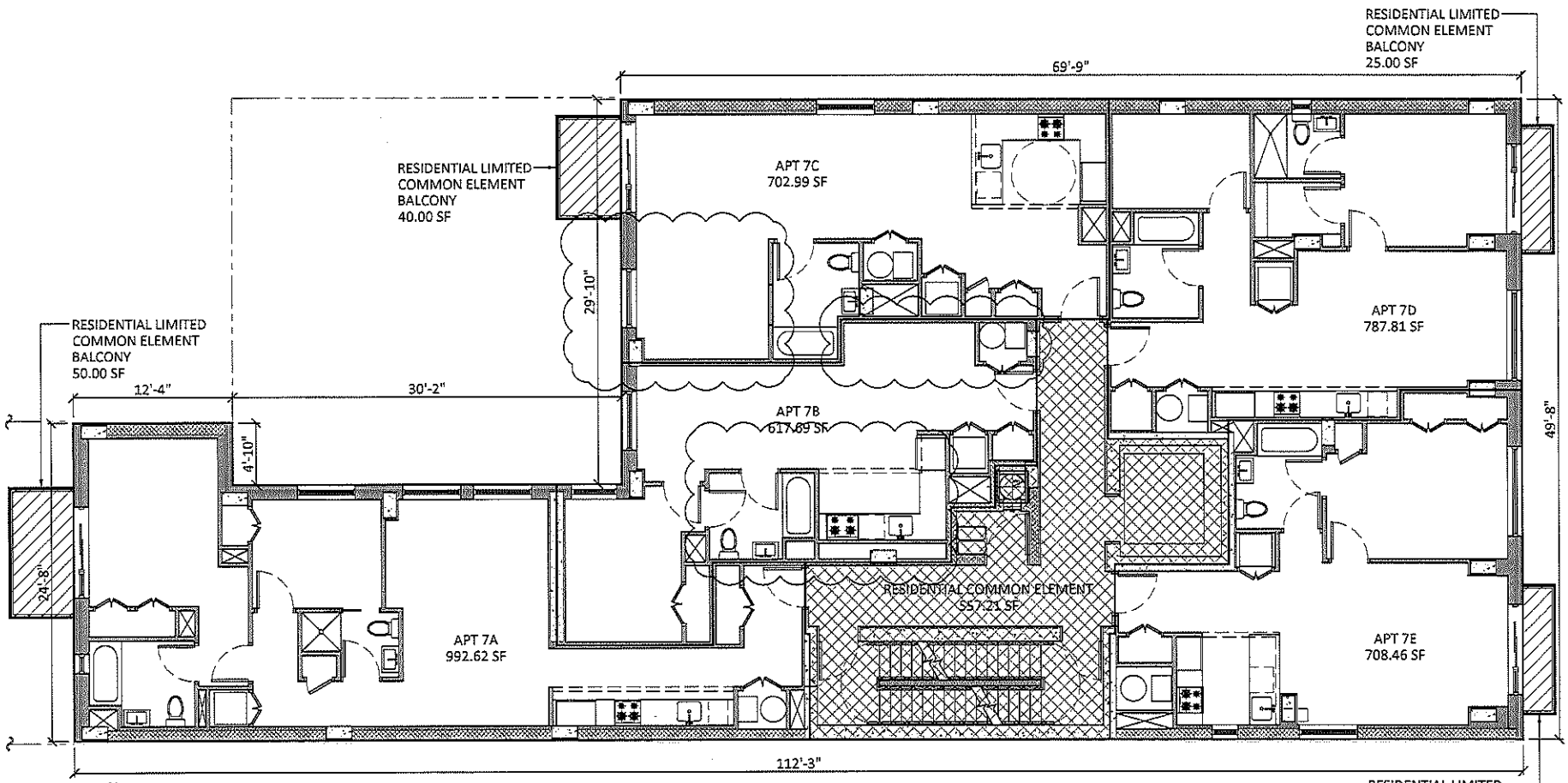
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308 WEST 133RD STREET
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7TH FLOOR PLAN

COMMON ELEMENTS INDOOR: 557.21 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: 140.00 SF

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

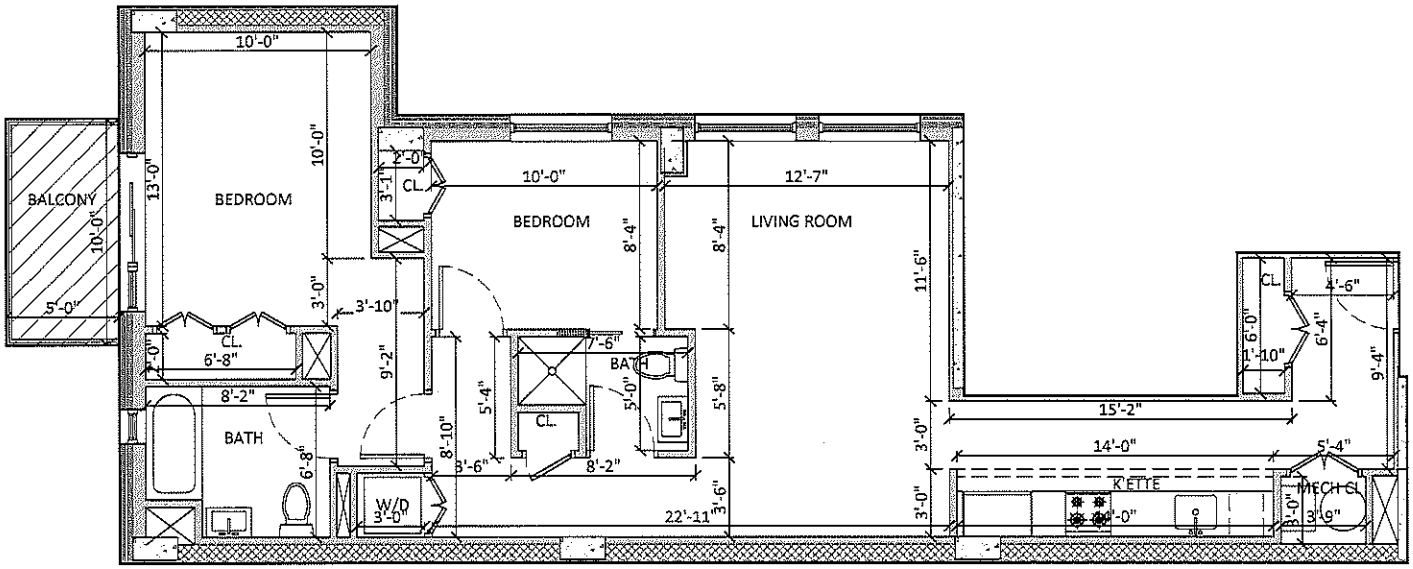
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TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DJLU ARCHITECT
5 WEST 37TH STREET, 6TH FLOOR
NEW YORK, NY 10018
646.820.3558
308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



UNIT 7A

AREA: 992.62 SF
EXTERIOR AREA: 50 SF
2 BEDROOMS
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

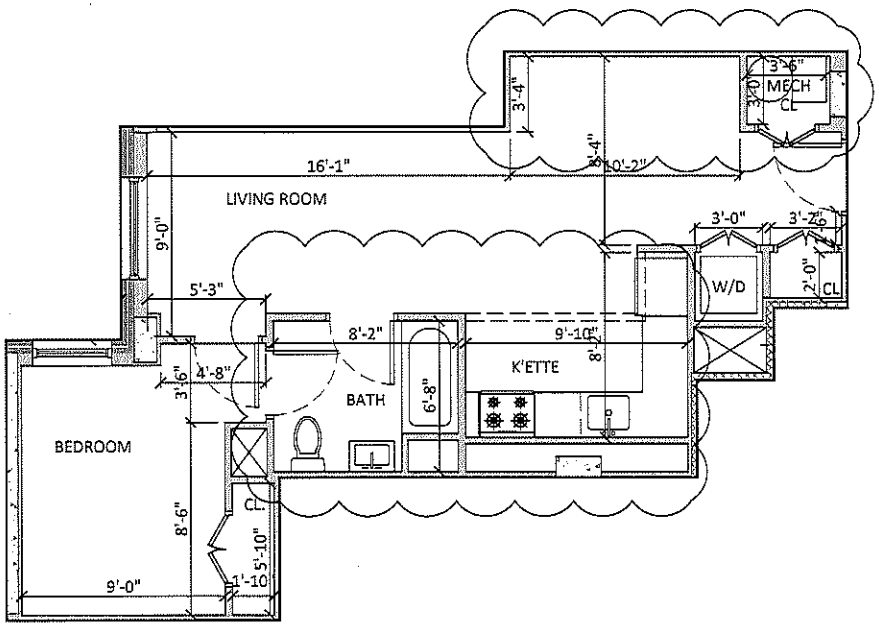
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UNIT 7B

AREA: 617.69 SF
EXTERIOR AREA: 0 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

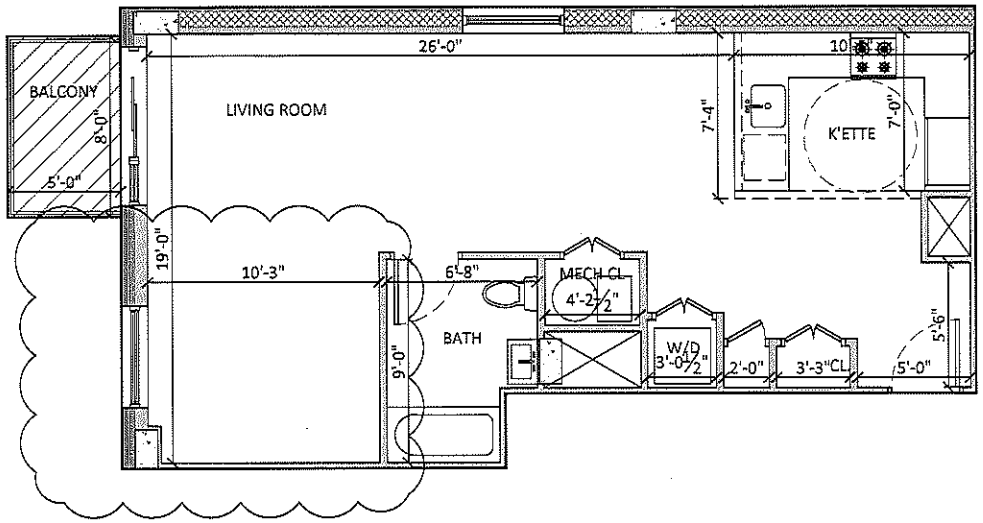
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UNIT 7C

AREA: 702.99 SF
EXTERIOR AREA: 40 SF
0 BEDROOMS
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

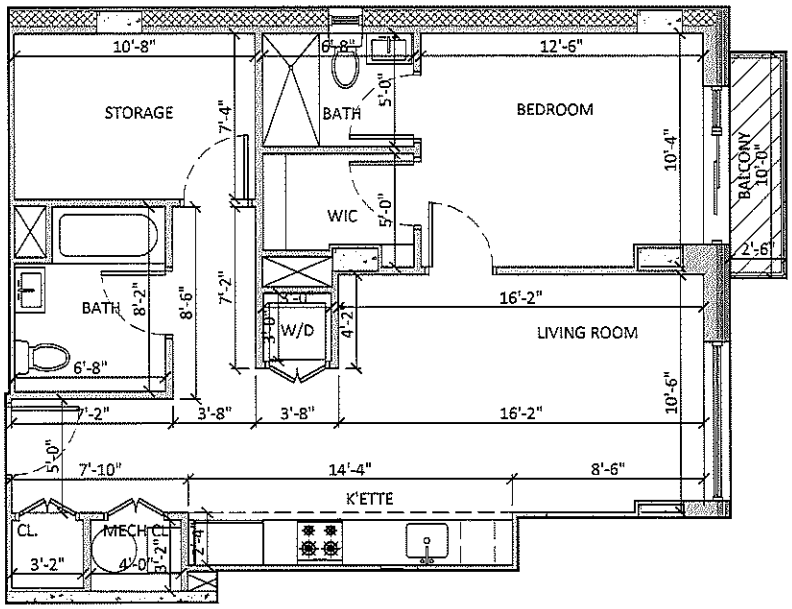
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UNIT 7D

AREA: 787.81 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

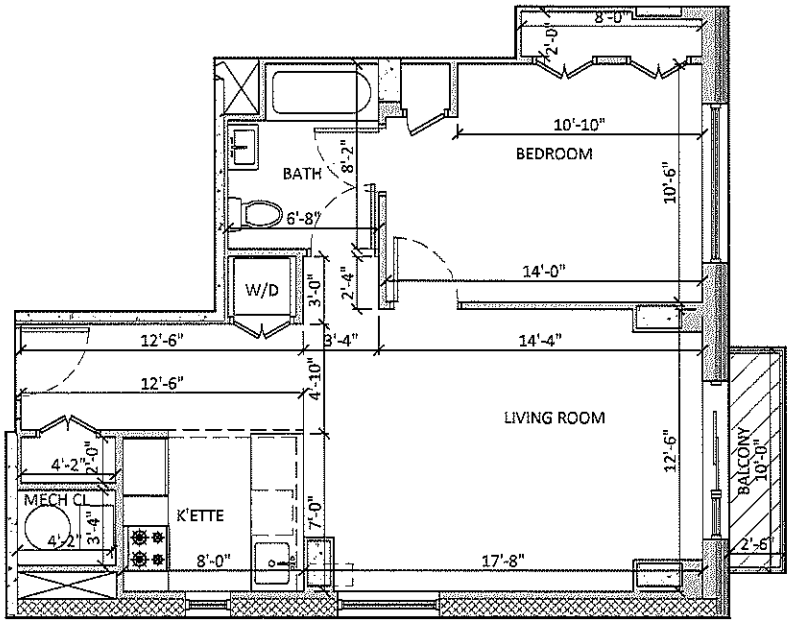
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UNIT 7E

AREA: 708.46 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

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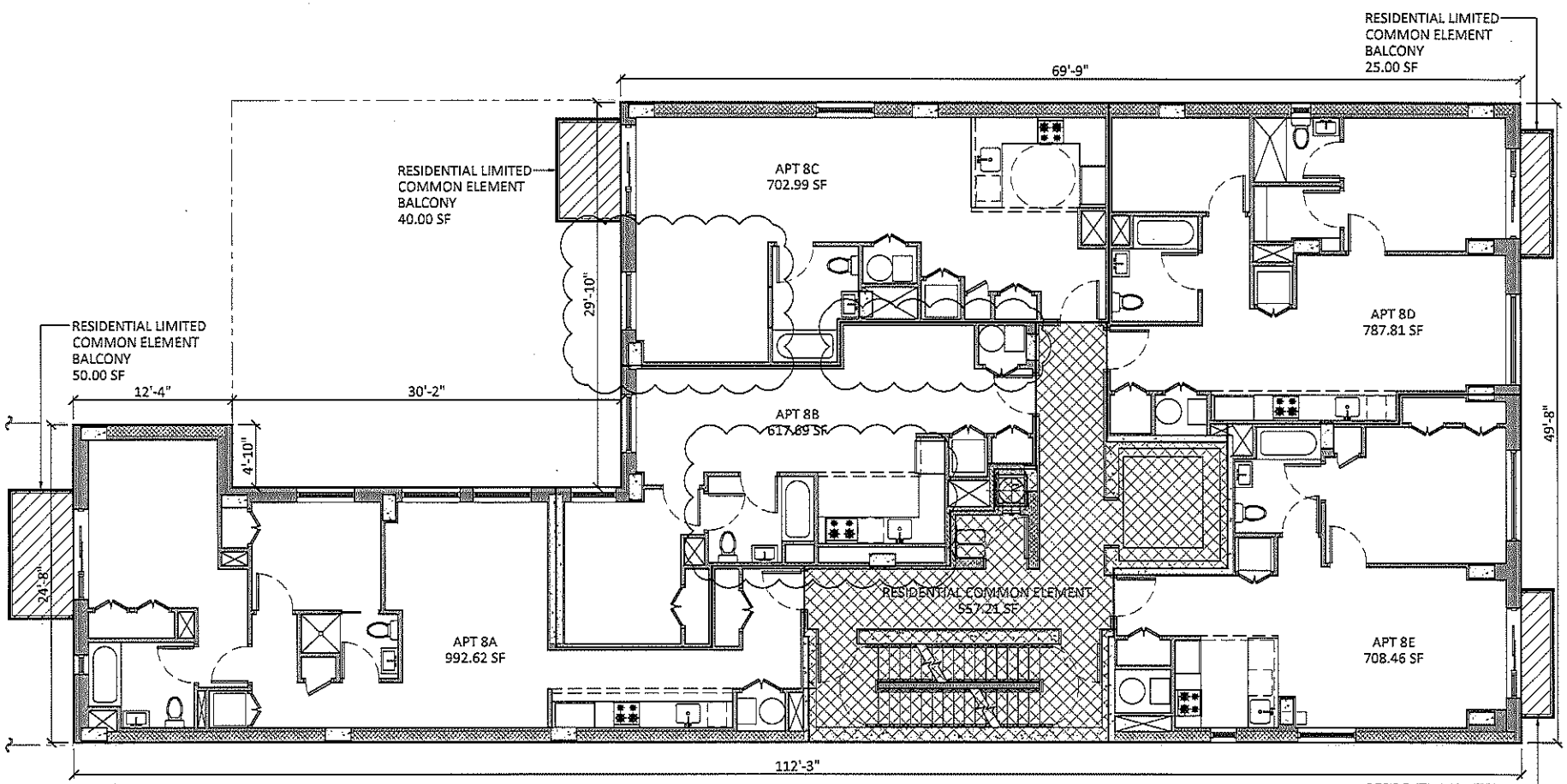
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N

8TH FLOOR PLAN

COMMON ELEMENTS INDOOR: 557.21 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: 140.00 SF

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

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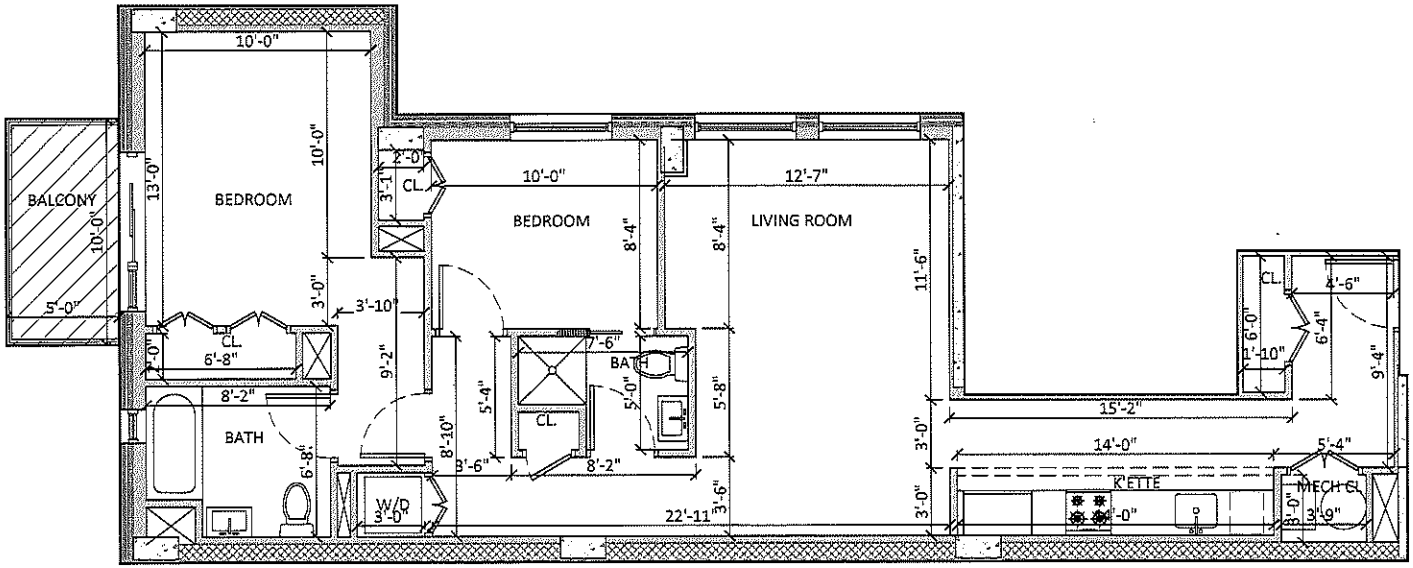
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UNIT 8A

AREA: 992.62 SF
EXTERIOR AREA: 50 SF
2 BEDROOMS
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

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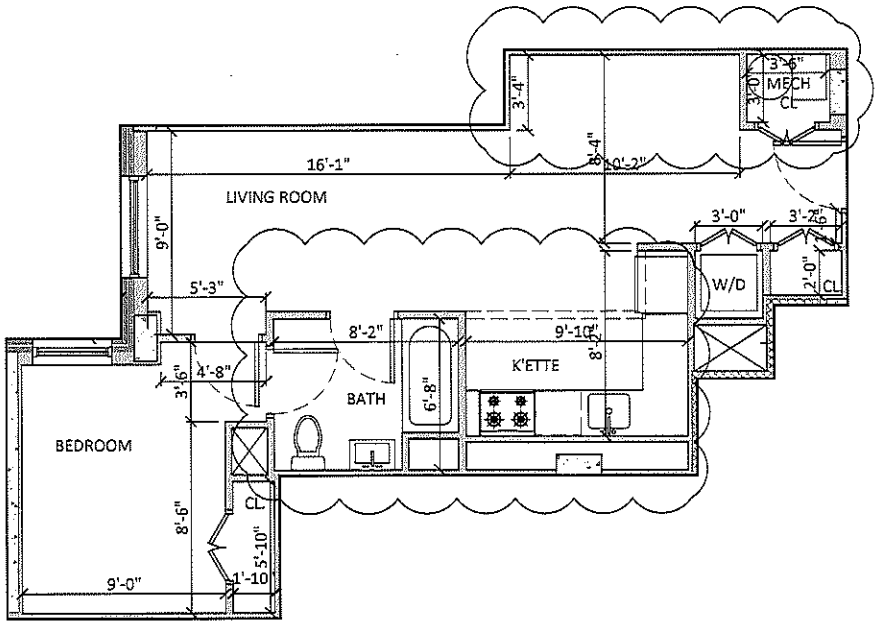
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UNIT 8B

AREA: 617.69 SF
EXTERIOR AREA: 0 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

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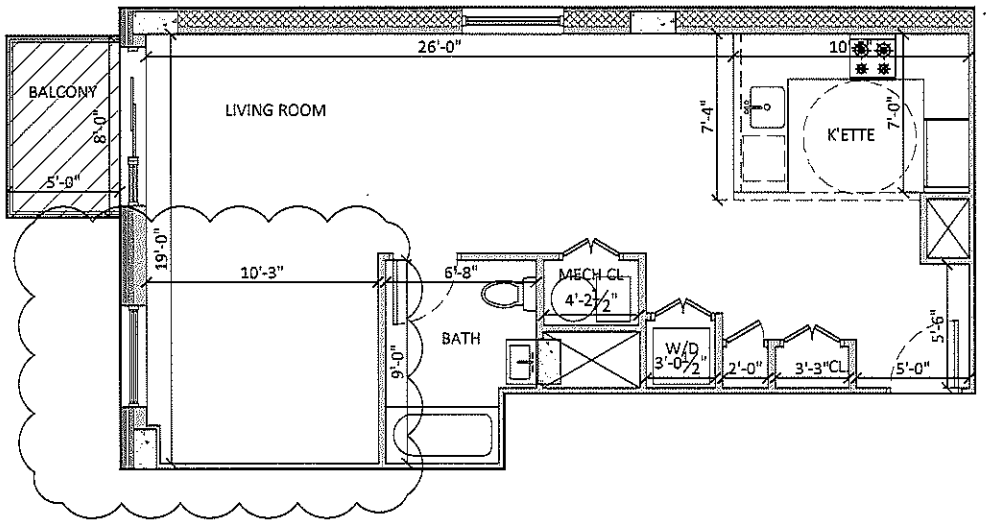
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UNIT 8C

AREA: 702.99 SF
EXTERIOR AREA: 40 SF
0 BEDROOMS
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

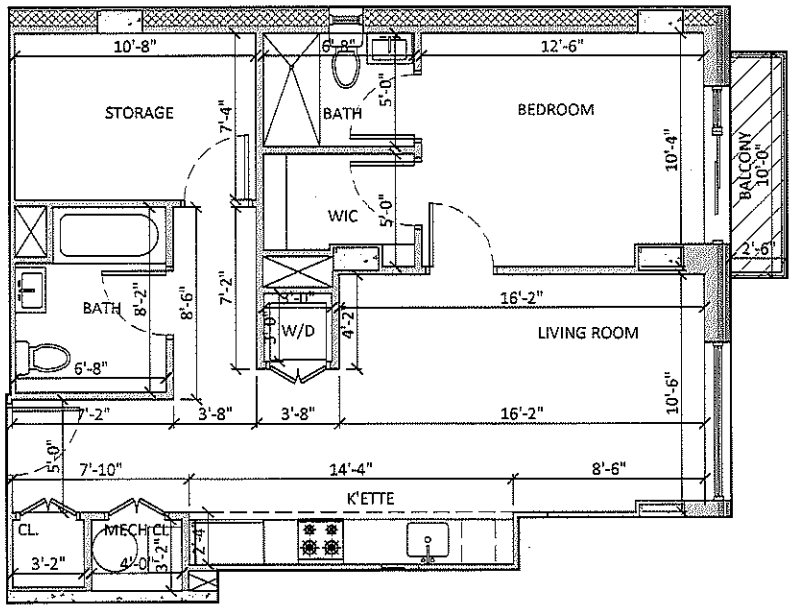
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UNIT 8D

AREA: 787.81 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
2 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

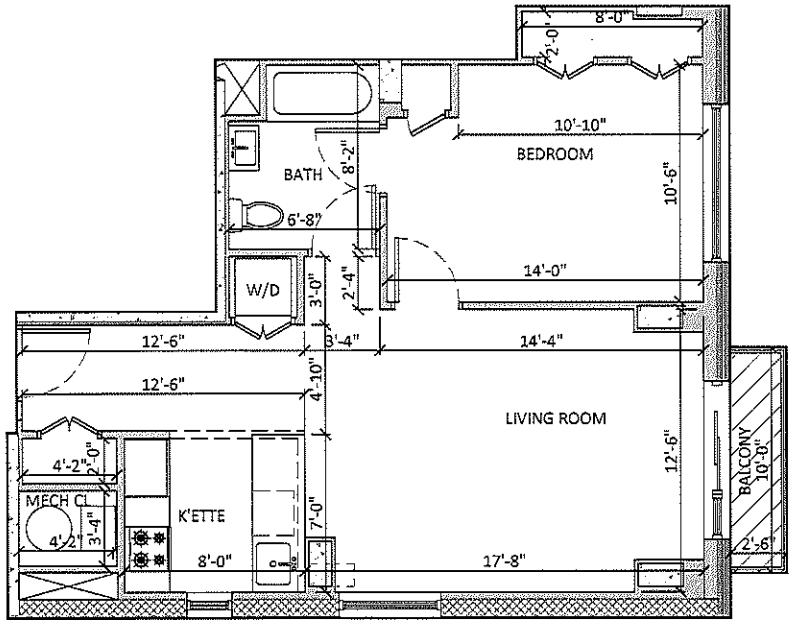
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UNIT 8E

AREA: 708.46 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

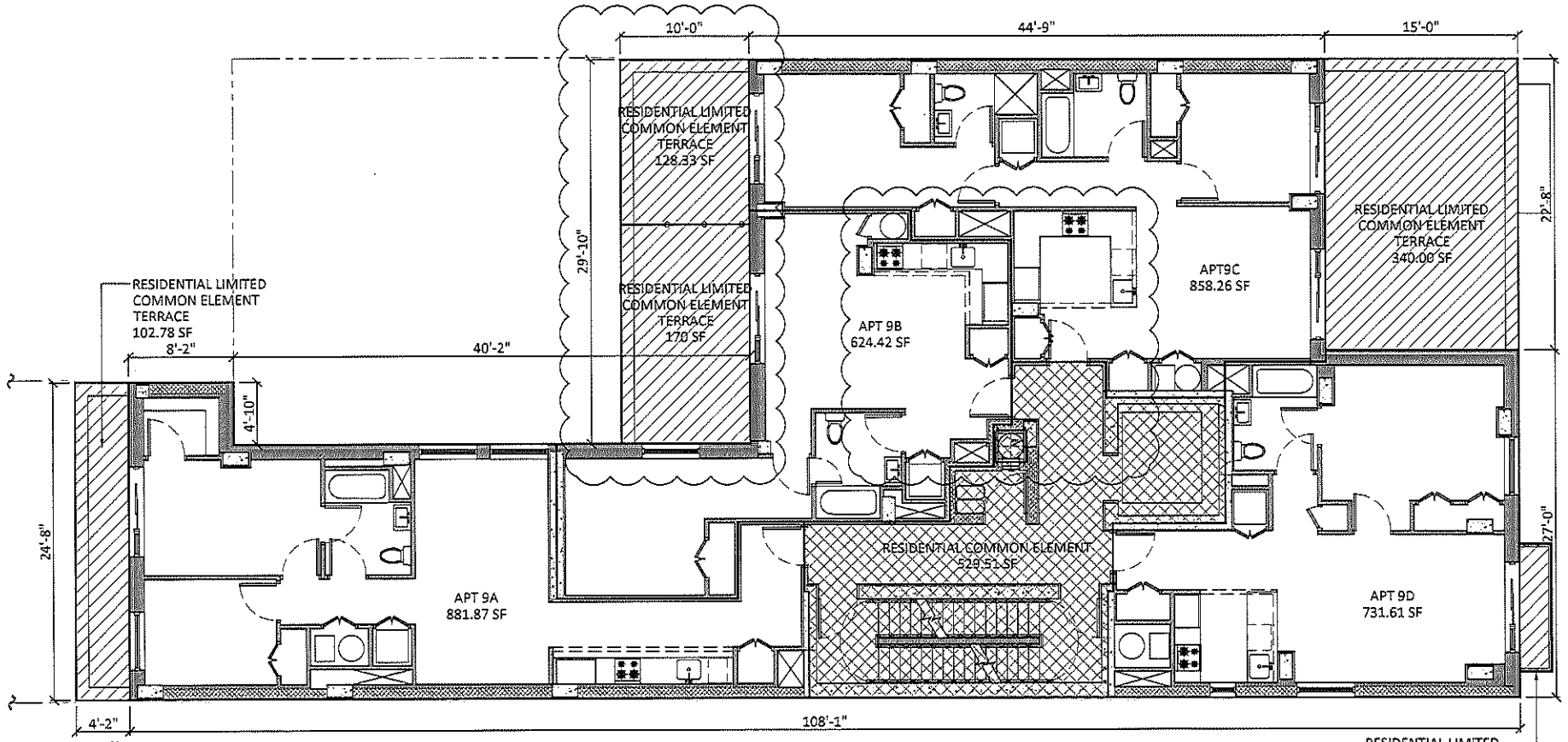
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9TH FLOOR PLAN

COMMON ELEMENTS INDOOR: 529.51 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: 766.11 SF

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

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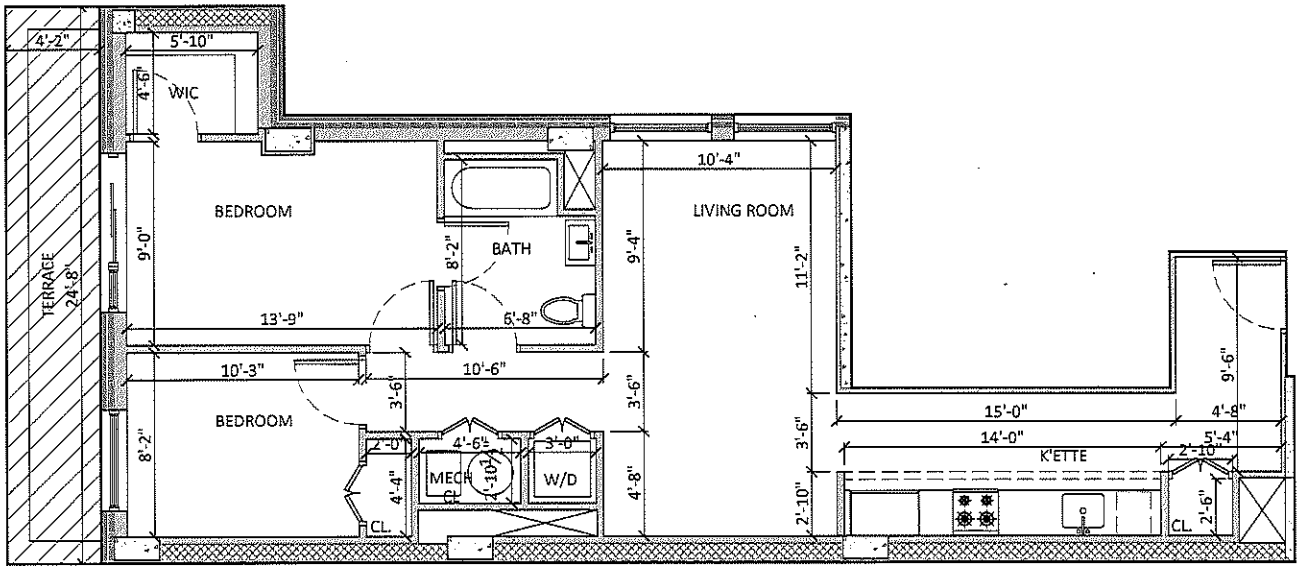
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UNIT 9A

AREA: 881.87 SF
EXTERIOR AREA: 102.78 SF
2 BEDROOMS
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

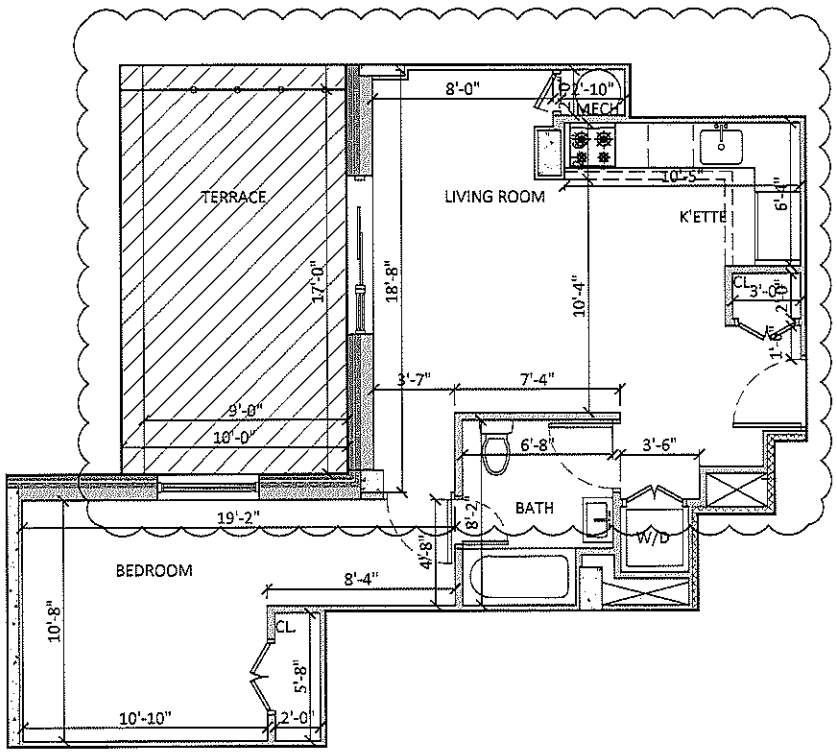
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TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DJLU ARCHITECT
5 WEST 37TH STREET, 6TH FLOOR
NEW YORK, NY 10018
646.820.3558
308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



UNIT 9B

AREA: 624.42 SF
EXTERIOR AREA: 170 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

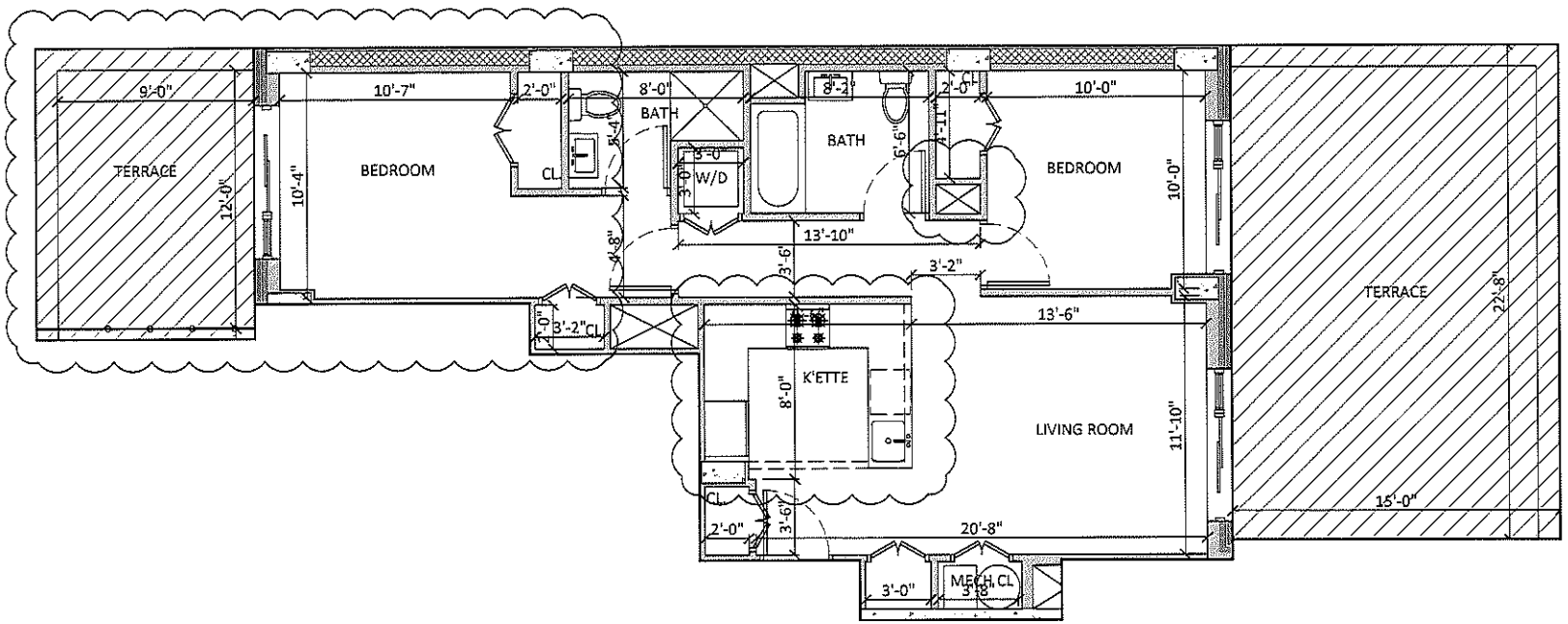
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308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



UNIT 9C

AREA: 858.26 SF
EXTERIOR AREA: 468.33 SF
2 BEDROOMS
2 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE

- EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

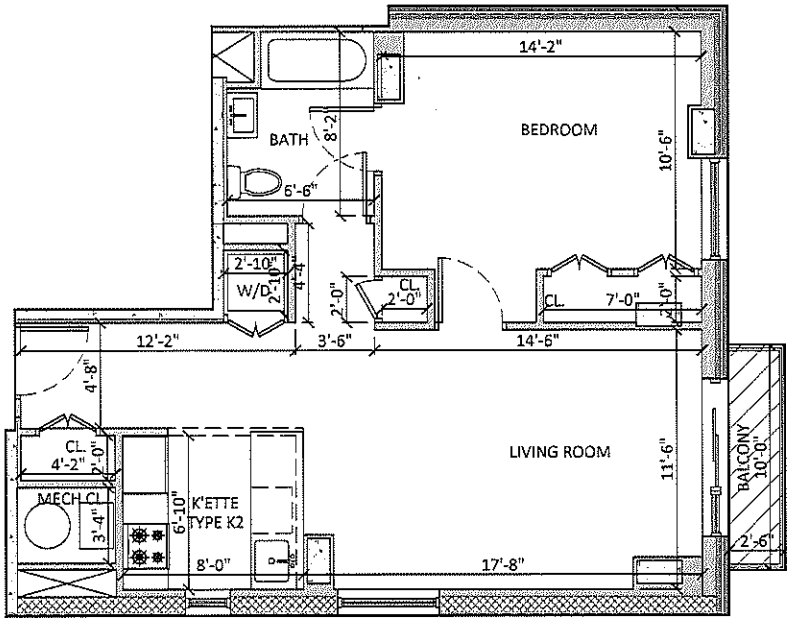
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TAX LOT CERTIFICATION

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UNIT 9D

AREA: 731.61 SF
EXTERIOR AREA: 25 SF
1 BEDROOM
1 BATHROOMS

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

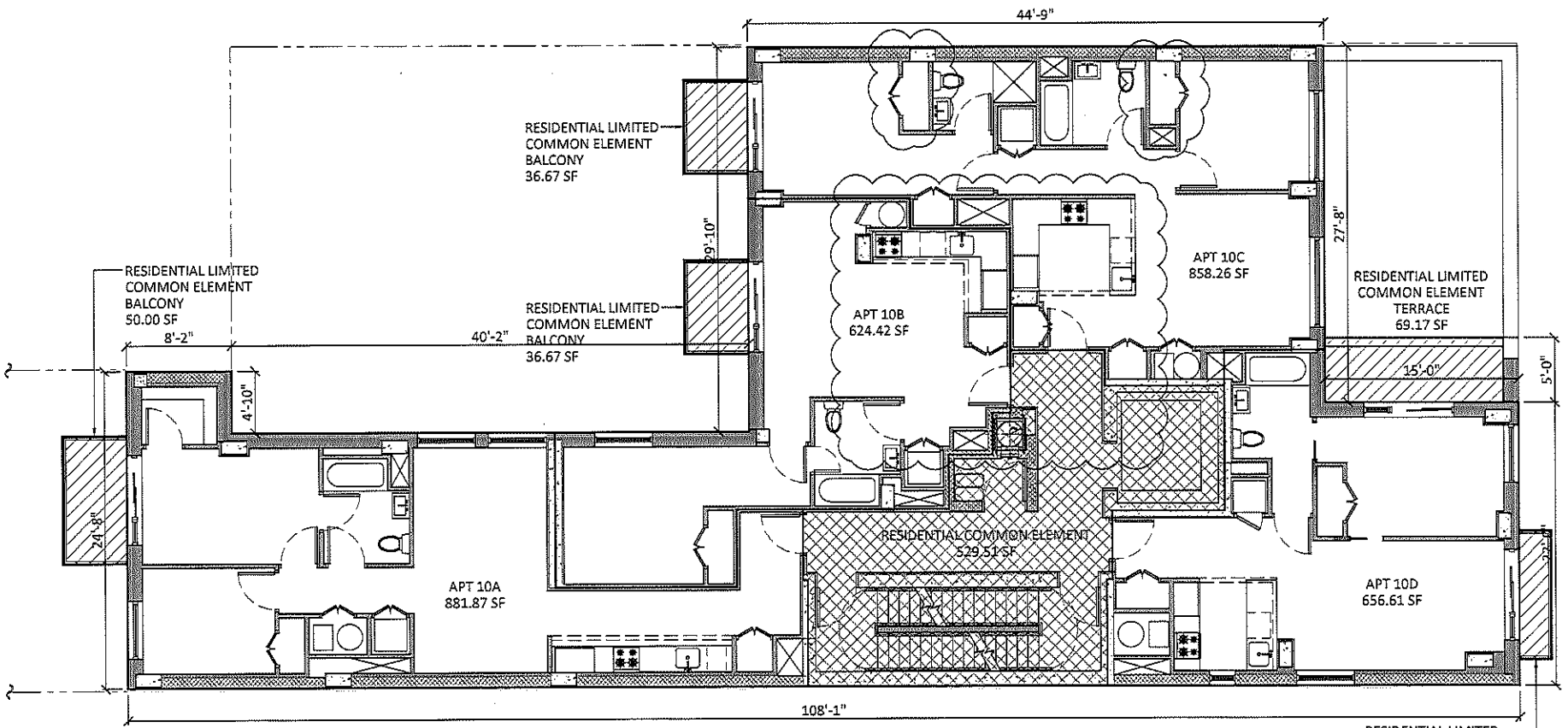
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10TH FLOOR PLAN

COMMON ELEMENTS INDOOR: 529.51 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: 217.51 SF

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

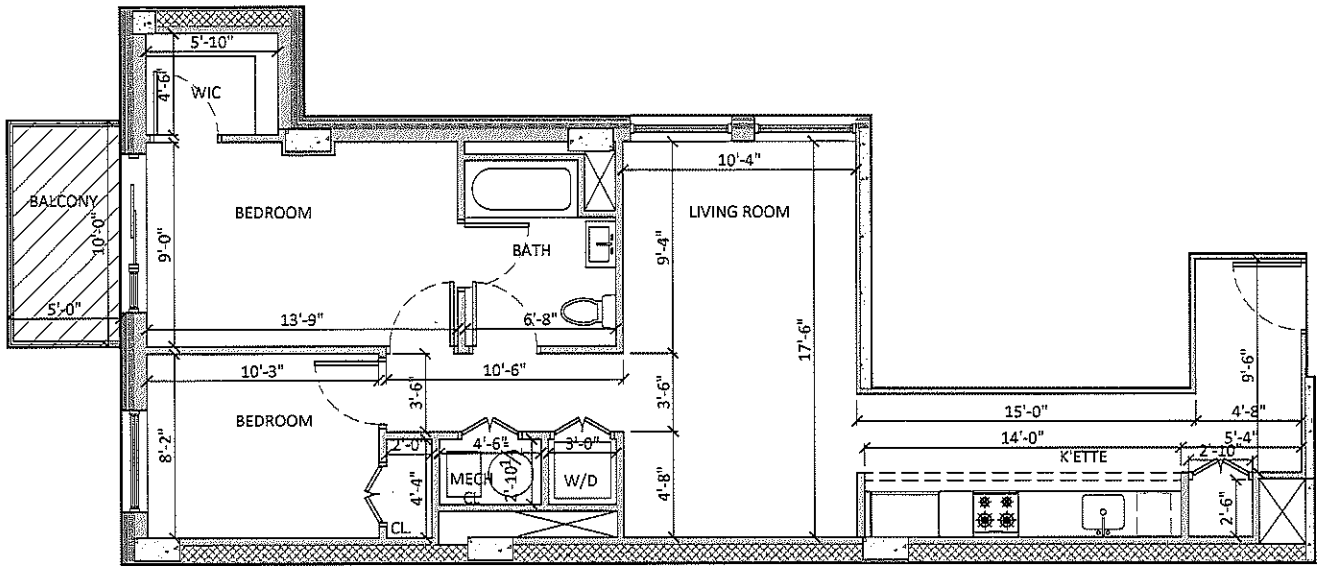
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TAX LOT CERTIFICATION

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NEW YORK, NY 10030



UNIT 10A

AREA: 881.87 SF
EXTERIOR AREA: 50 SF
2 BEDROOMS
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

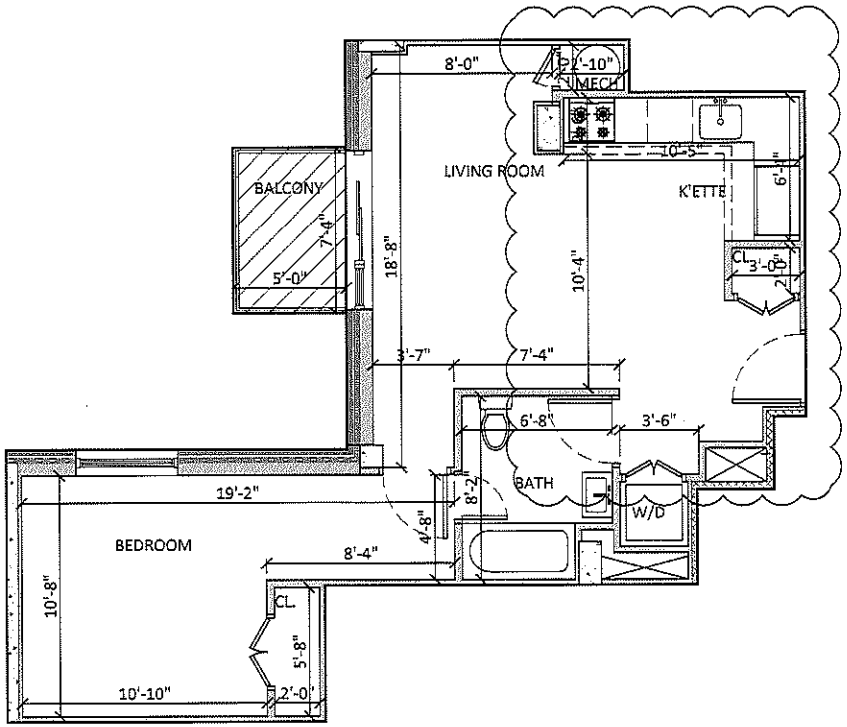
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TAX LOT CERTIFICATION

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UNIT 10B

AREA: 624.42 SF
EXTERIOR AREA: 36.67 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

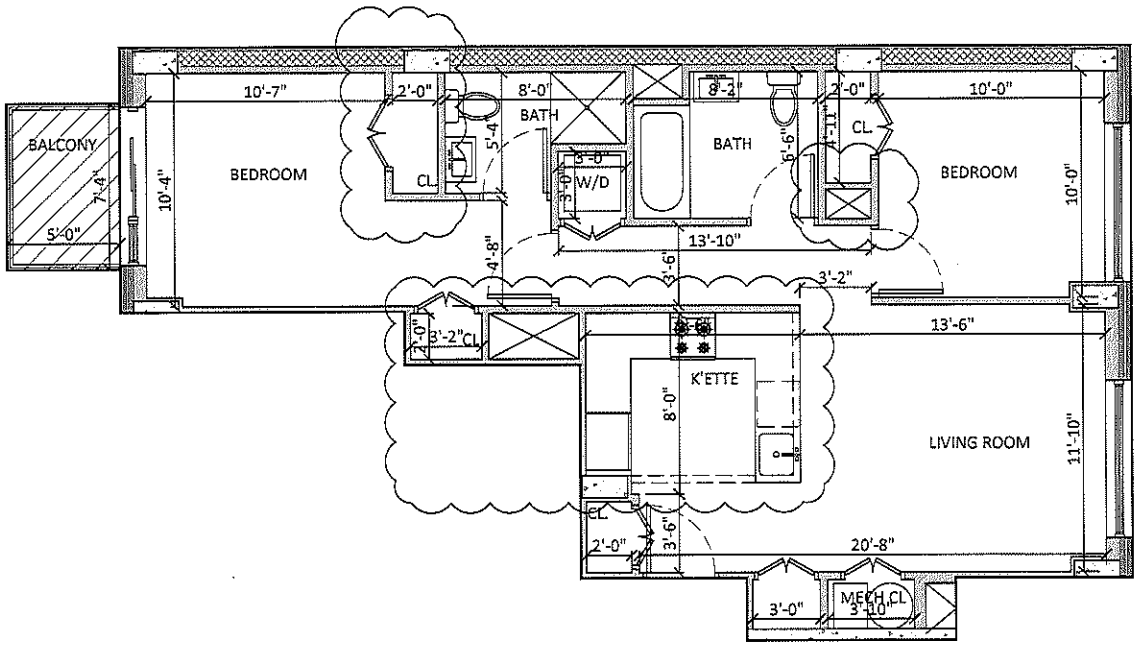
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TAX LOT CERTIFICATION

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UNIT 10C

AREA: 858.26 SF
EXTERIOR AREA: 36.67 SF
2 BEDROOMS
2 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

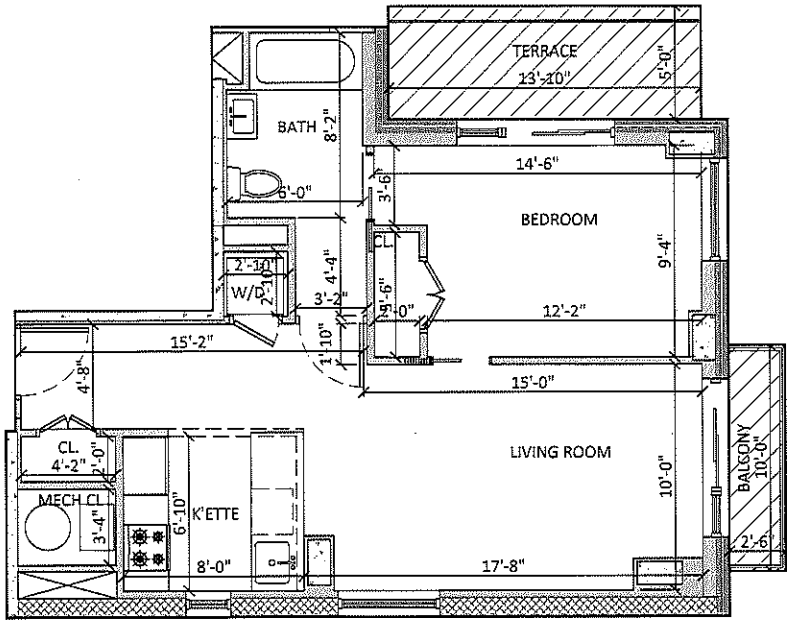
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TAX LOT CERTIFICATION

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646.820.3558
308 WEST 133RD STREET CONDOMINIUM
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UNIT 10D

AREA: 656.61 SF
EXTERIOR AREA: 94.17 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

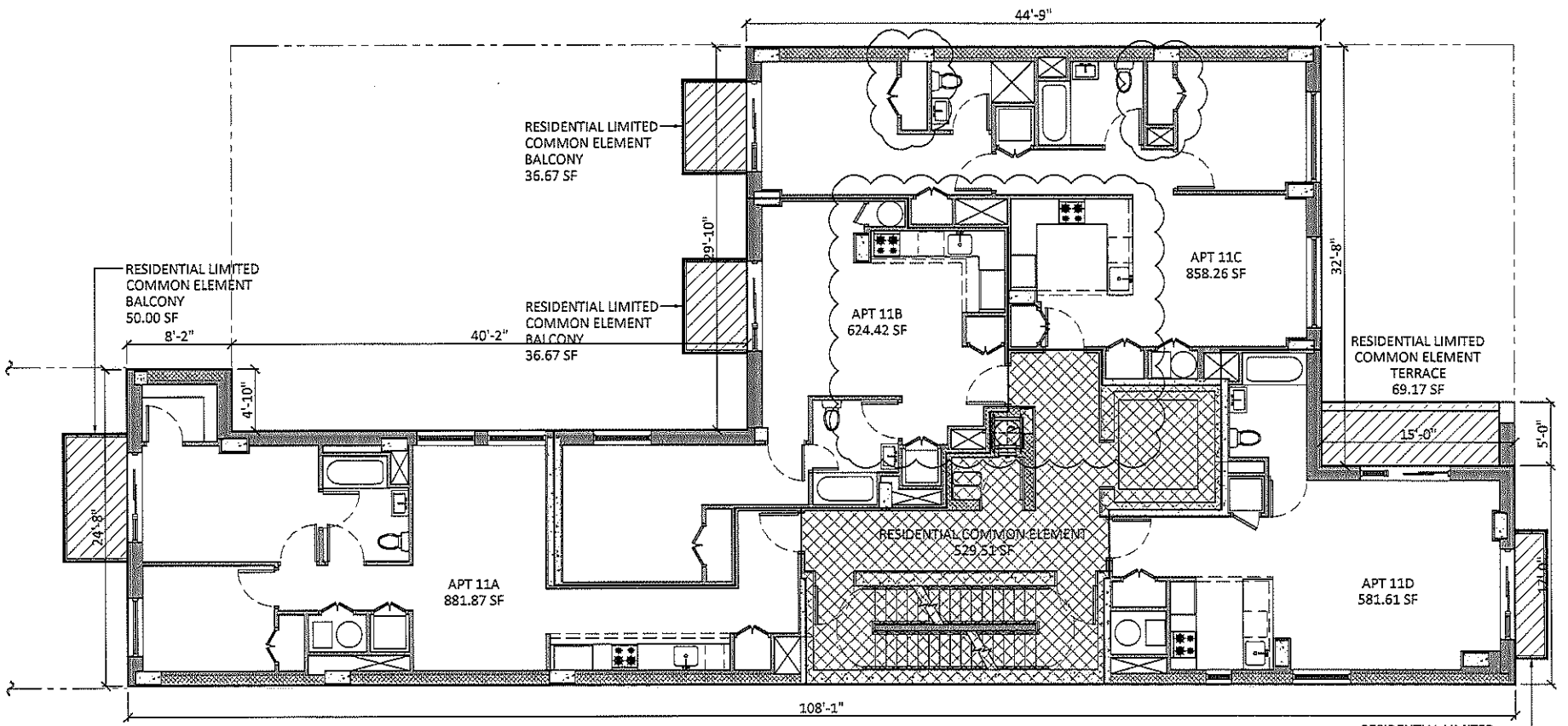
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TAX LOT CERTIFICATION

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11TH FLOOR PLAN

COMMON ELEMENTS INDOOR: 529.51 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: 217.51 SF

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

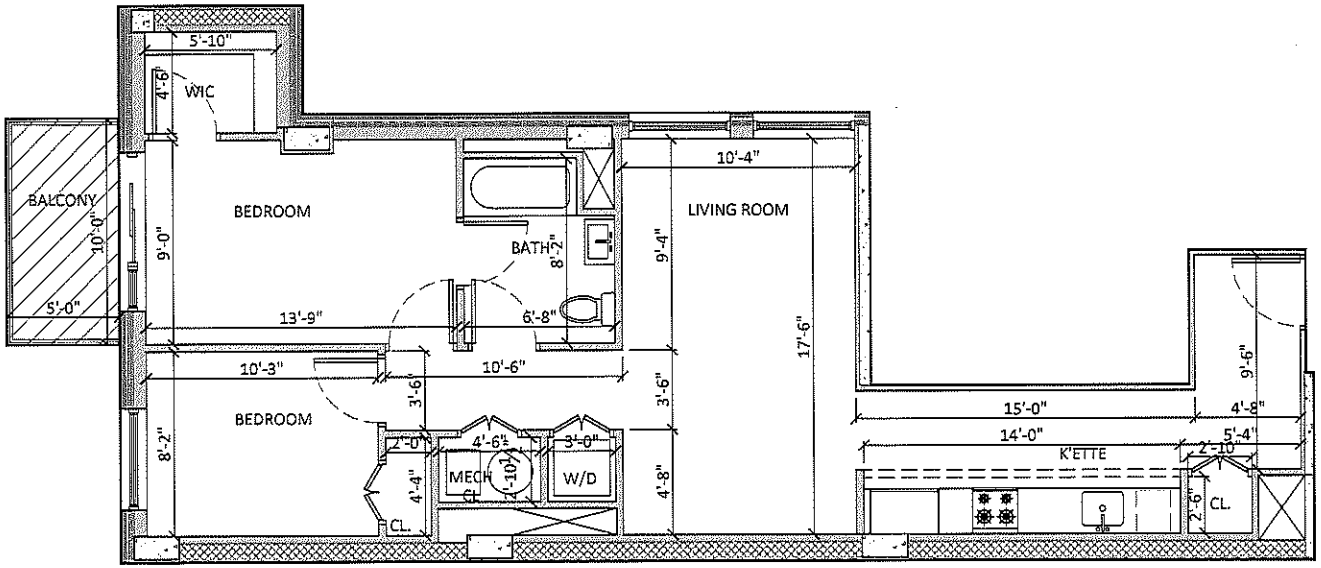
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TAX LOT CERTIFICATION

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UNIT 11A

AREA: 881.87 SF
EXTERIOR AREA: 50 SF
2 BEDROOMS
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

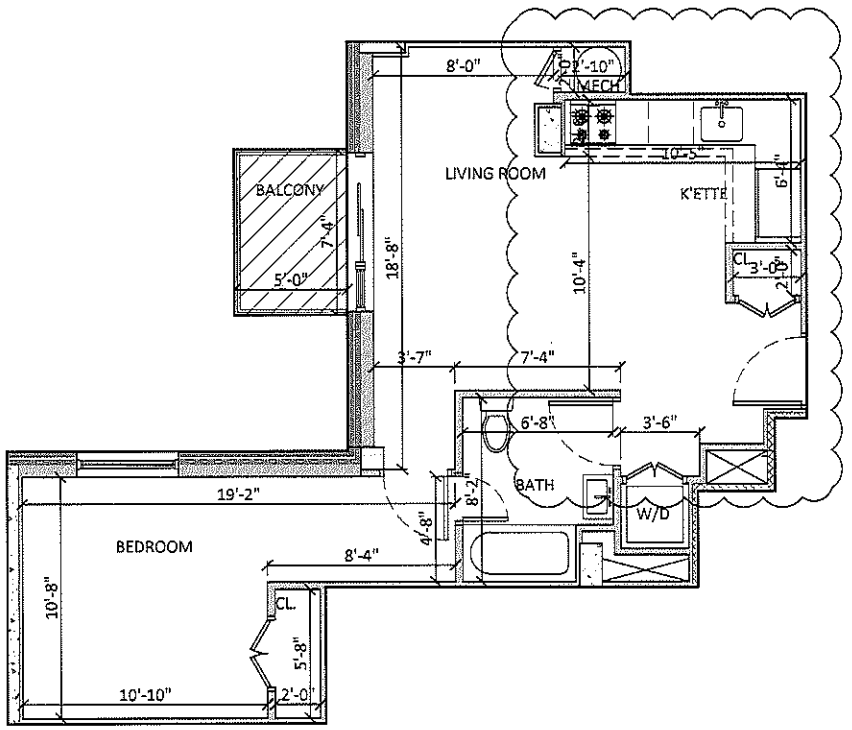
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UNIT 11B

AREA: 624.42 SF
EXTERIOR AREA: 36.67 SF
1 BEDROOM
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

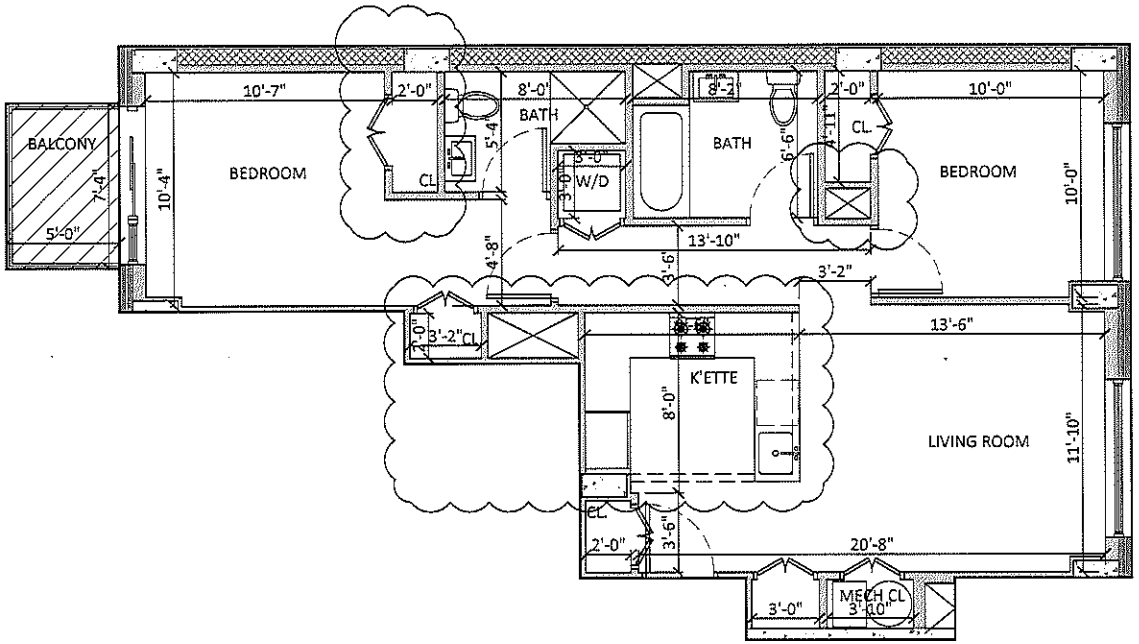
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UNIT 11C

AREA: 858.26 SF
EXTERIOR AREA: 36.67 SF
2 BEDROOMS
2 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

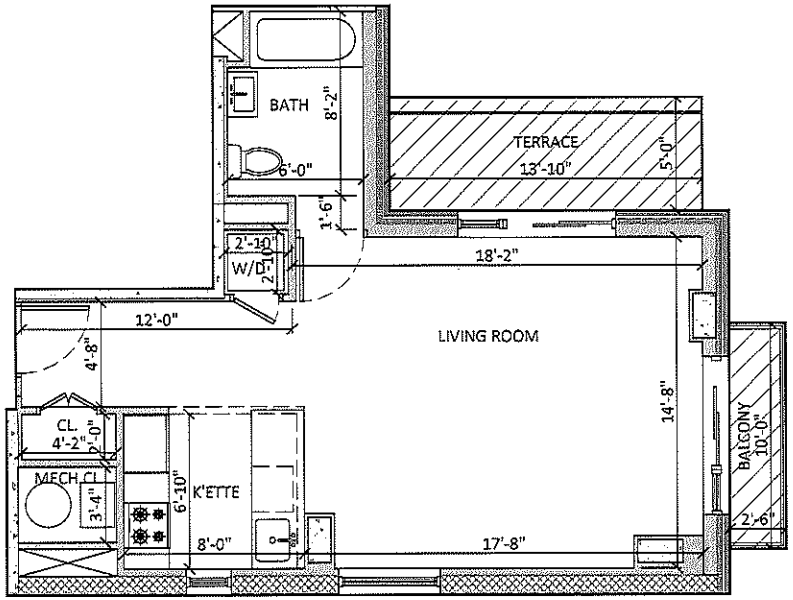
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TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DJLU ARCHITECT
5 WEST 37TH STREET, 6TH FLOOR
NEW YORK, NY 10018
646.820.3558
308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NY 10030



UNIT 11D

AREA: 581.61 SF
EXTERIOR AREA: 94.17 SF
0 BEDROOMS
1 BATHROOM

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

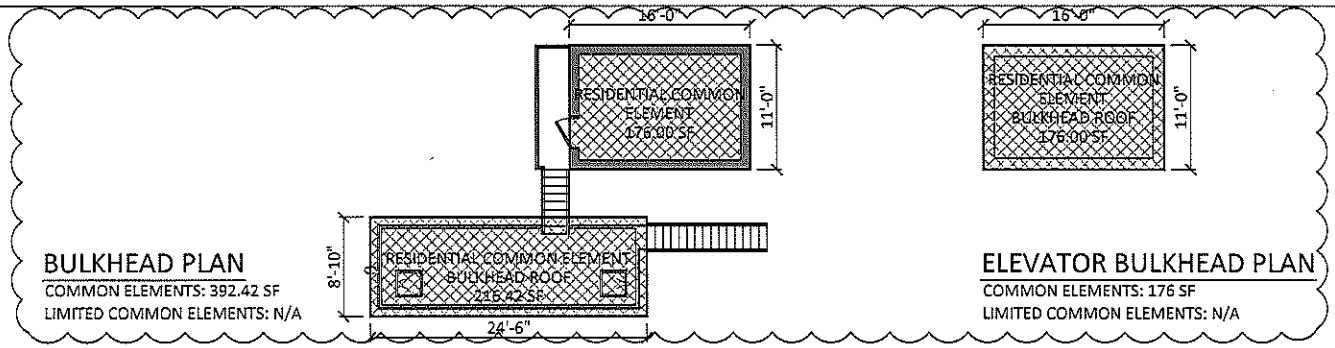
ARCHITECT'S CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK:
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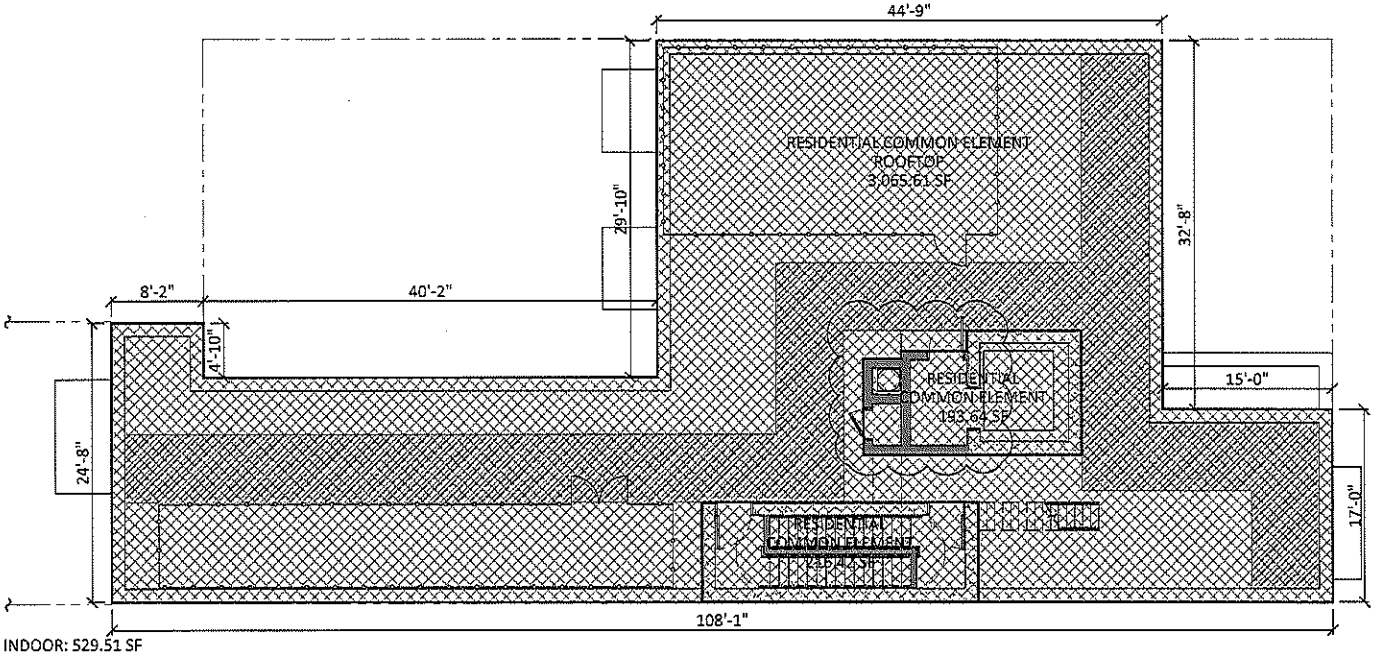


BULKHEAD PLAN

COMMON ELEMENTS: 392.42 SF
LIMITED COMMON ELEMENTS: N/A

ELEVATOR BULKHEAD PLAN

COMMON ELEMENTS: 176 SF
LIMITED COMMON ELEMENTS: N/A



N

ROOF PLAN

COMMON ELEMENTS INDOOR: 529.51 SF
COMMON ELEMENTS OUTDOOR: N/A
LIMITED COMMON ELEMENTS: N/A

LEGEND

- UNIT LOCATION
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

STATEMENT OF DIMENSIONS

EACH UNIT SHALL CONSIST OF THE AREA MEASURED HORIZONTALLY BY THE EXPOSED OUTSIDE SURFACE OF THE EXTERIOR PERIMETER WALL OF THE BUILDING TO (a) THE OUTSIDE FACE OF THE OPPOSITE EXTERIOR WALL OF THE BUILDING, OR (b) THE INSIDE CENTERLINE OF THE PARTITIONS OF THE INTERIOR WALLS SEPARATING THE UNIT FROM OTHER UNITS OR PUBLIC HALLS, STAIRS AND OTHER COMMON ELEMENTS, AND VERTICALLY BY THE UPPER FACE OF THE SUB-FLOOR OF THE UNIT UP TO THE EXPOSED INSIDE FACE OF THE UPPER CEILING OF THE UNIT.

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EXHIBIT F

NEW BUDGET

SCHEDULE "B"
The Armstrong Condominiums
Projected Budget for the First Full Year of Condominium Operation
June 1, 2026 – May 31, 2027

PROJECTED INCOME

	Residential	Commercial	Total (Note 2)
COMMON CHARGES (Note 1)	$ 410,393	$ 61,215	$ 471,608

PROJECTED EXPENSES

		Residential	Commercial	Total
Payroll and Payroll Taxes	(Note 3)	$ 121,313	$ 18,095	$ 139,408
Gas	(Note 4)	6,646	991	7,637
Electricity	(Note 5)	19,236	2,869	22,105
Water & Sewer	(Note 6)	21,097	3,147	24,244
Repairs & Maintenance	(Note 7)	21,755	3,245	25,000
Service Contracts & Supplies	(Note 8)	30,805	4,595	35,400
Insurance	(Note 9)	81,277	12,123	93,400
Management Fees	(Note 10)	52,212	7,788	60,000
Legal & Audit Fees	(Note 11)	8,702	1,298	10,000
Administrative & Other	(Note 12)	10,042	1,498	11,540
Reserve	(Note 13)	37,308	5,565	42,873
Total Projected Expenses		**$ 410,393**	**$ 61,215**	**$ 471,608**

The accompanying notes are an integral part of this Schedule B and should be read in conjunction herewith.

Notes to Schedule B

(1) COMMON CHARGES - (Budget - $ 471,608)

The estimated Common Charges to be collected from Unit Owners during the first year of The Armstrong Condominiums (the "Condominium") operation are based upon the assumption that the first year of Condominium operation will be the twelve months commencing June 1, 2026. The actual first year of operation may be earlier or later. These amounts represent the total Common Charges to be levied against, and collected from, the Residential Unit Owners and the Commercial Unit Owner during the anticipated First Year of Condominium Operation. The Common Charges will be utilized by the Condominium Board to defray the operational expenses of the Condominium. Except as otherwise set forth herein, the Common Charges have been allocated between the Residential Unit Owners and the Commercial Unit Owner based on percentage of Common Interest allocated to each unit. $42,873 of the Common Charges is allocated to fund the Condominium Reserve budget line item. Unit Owners will be required to fund this contingency monthly by paying their pro rata share based upon their respective Common Interests.

(2) TOTAL PROJECTED INCOME - (Budget - $ 471,608)

This budgeted amount does not include any interest income that may be received by the Condominium. All or part of these funds may be expended during the first or subsequent years of operation. The interest income cannot be determined exactly and may be inconsequential. Therefore, interest income is not included in the budget for the First Year of Condominium Operation.

In the event the projected commencement date of the first year of Condominium operation is to be delayed more than six (6) months from the anticipated date of the First Closing, the Plan will be amended to include a revised budget disclosing the then current budget projections. Sponsor will not declare the plan effective if any material changes to the budget are not yet disclosed in an amendment to the plan.

(3) PAYROLL & PAYROLL TAXES - (Budget - $139,408)

Labor. The Board of Managers will employ a full-time superintendent. The superintendent will be required to provide the following services:

(a) cleaning and maintenance of the Common Elements of the Condominium, including the making of minor exterior repairs of the Common Elements;

(b) the removal of garbage, refuse, ashes and wastes from the Building and placement on the street (curbside) for pickup; and

(c) the removal of snow, ice, dirt and other matter from the sidewalk and gutter.

(3) PAYROLL & PAYROLL TAXES- *continued*

Necessary repairs, which go beyond that can be handled by the superintendent, to the Common Elements of the Condominium will be performed by construction companies hired by either the Board of Managers of the Condominium or the Managing Agent on its behalf.

The Board of Managers will also employ a full-time lobby attendant as set forth below.

The budgeted figure assumes that the superintendent will work Monday thru Friday, forty (40) hours per week at a rate of $25.00 per hour, and the lobby attendant will work Monday thru Friday, forty (40) hours per week at a rate of $21.00 per hour.

The projected level of staffing for the Condominium complies with all applicable housing and labor laws.

The projected figure is based upon the superintendent and lobby attendant not being a member of any labor union.

Total Base Wages	$119,045
FICA @ 7.65% of Total Base Wages	$ 9,107
Worker's Compensation (@ 4.50% of Total Base Wages)	$ 5,357
Other State and local payroll taxes	$ 5,899
Total Taxes	$ 20,363
TOTAL PAYROLL & PAYROLL TAXES	**$139,408**

(4) GAS - (Budget - $7,637)

Gas consumption for the first year of Condominium operation for the common areas is based upon an estimate from Salamon Engineering Group located at 330 West 38th Street, Suite 402, New York 10018. Such gas consumption for the Common elements makeup unit winter heating, will be approximately 3,780.7 CCF at an annual cost of $2.02 per CCF. It is not possible to predict how closely the budgeted figure will reflect the actual cost of gas during the first year of Condominium Operation, because such costs will vary with the level of consumption and price of gas.

Since gas will be commonly metered, each of the Residential unit owners will pay their portion of this line item through their common charges.

It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of gas during the first year of operation. However, no budget item is warranted as to its accuracy, sufficiency or otherwise.

See Schedule B-1 for the projected costs associated with individual electric consumption.

(5) ELECTRICITY - (Budget - $22,105)

The electricity consumption for the first year of Condominium operation for the Common Elements is based upon from Salamon Engineering, which estimates annual usage of 88,421 kilowatt hours (KWH) of electricity, at a rate of $.25 per KWH, for an annual cost of $22,105. This estimate includes costs for the elevator, corridor lighting, makeup unit air conditioning, compactor, exhaust fans and stair-electrical unit heater.

The Residential Units will be separately metered and Residential Unit Owners will be billed directly by the utility for electric usage in their Units.

The Commercial Unit will be separately metered and the Commercial Unit Owner will be billed directly by the utility for electric usage in the Unit

It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of electricity during the first year of operation. However, no budget item is warranted as to its accuracy, sufficiency or otherwise.

See Schedule B-1 for the projected costs associated with individual electric consumption.

(6) WATER & SEWER – (Budget - $24,244)

The building has a main water meter which measures actual water usage. The following usage is based on an estimate made by Salamon Engineering Group located at 330 West 38th Street, Suite 402, New York, NY 10018 with water and sewer annual consumption of 3,780.7 HCF at a rate of $7.89 per HCF.

See Schedule B-1 for the projected costs associated with individual water and sewer consumption. It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of water and sewer charges during the first year of operation. However, no budget item is warranted as to its accuracy, sufficiency or otherwise.

(7) **REPAIRS & MAINTENANCE – (Budget - $25,000)**

The budgeted figure for this item includes the cost of normal maintenance and repairs to the Common Elements of the Building that are the responsibility of the Condominium Association. This estimate is based upon the expenses of Sponsor's budget expert, R.A. Cohen & Associates, Inc., in operating comparable buildings. Each Unit Owner will be responsible for the cost of the interior maintenance, repairs, decoration and painting of their respective Units, including the appliances and incremental heating/air-conditioning units. No provision has been made to cover the cost of any capital expenditure. The items that comprise this budget item (excluding service contracts) have been allocated as follows:

	Line Item	Residential	Commercial	Total
1	Cleaning	$ 1,740	$ 260	$ 2,000
2	Compactor	1,740	260	2,000
3	Electrical	1,044	156	1,200
4*	Elevator (includes testing)	5,221	779	6,000
5	Floors/Carpeting (Lobby)	522	78	600
6	Gym Equipment	1,044	156	1,200
7	Locksmith	1,044	156	1,200
8	Other	2,088	312	2,400
9	Painting/Plastering	2,088	312	2,400
10	Plumbing	5,221	779	6,000
Total Repairs & Maintenance		**$ 21,755**	**$ 3,245**	**$ 25,000**

*(4) The cost for elevator repairs and maintenance represents items not covered by service contracts as set forth in Note 7.

(8) **SERVICE CONTRACTS & SUPPLIES - (Budget - $35,400)**

This budgeted amount includes the cost of cleaning equipment and miscellaneous supplies for the Common Elements, as well as the anticipated cost of service contracts during the first year of Condominium operation.

It is projected that the Condominium will enter into maintenance agreements for the following services:

	Line Item	Residential	Commercial	Total
1	Air Conditioning/HVAC	$ 5,221	$ 779	$ 6,000
2	Elevator (contract only)	7,614	1,136	8,750
3	Exterminating	1,566	234	1,800
4	Fire Safety Maintenance	1,305	195	1,500
5	Intercom/Security	1,523	227	1,750
6	Gym Maintenance	1,044	156	1,200
7	Sprinkler & Standpipe	7,310	1,090	8,400
8	Supplies	5,221	779	6,000
	Total Services & Supplies	**$ 30,805**	**$ 4,595**	**$ 35,400**

(8) SERVICE CONTRACTS & SUPPLIES- *continued*

The Residential and Commercial Unit Owners will be responsible for all costs associated with the service and repairs and general upkeep of their individual boiler and HVAC units.

The budgeted amounts are based on estimates received from contractors and the experience of Sponsor's budget expert, R.A. Cohen & Associates, Inc., 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 is made that the actual cost for these or other services will be in accordance with this projection.

(9) INSURANCE – (Budget - $93,400)

The insurance premiums are based on the letter, dated October 1, 2025, from The Hilb Group of New Jersey, located at 101 Eisenhower Parkway, Roseland, NJ 07068. The property general Liability, umbrella, directors and officer liability and crime insurance are on the terms set therein:

PROPERTY INSURANCE
- Building & Boiler/Machinery: $15,000,000
- Cause of Loss: Special Form (All Risk)
- Agreed Value / Replacement Cost: Included
- Deductible: $10,000
- Building Contents: $0,000 / $5,000 deductible
- Building Ordinance Coverage: Included (Demolition & Increased Cost of Construction)
- Business Income / Extra Expense: Actual Loss Sustained up to 12 months
- Flood: $1,000,000 / $25,000 deductible
- Earthquake: $1,000,000 / $100,000 deductible
- Elevator Collision: Included

GENERAL LIABILITY INSURANCE
- Each Occurrence (BI/PD): $1,000,000
- General Aggregate: $2,000,000
- Personal Injury: $1,000,000
- Employee Benefits Liability: $1,000,000 / $1,000 deductible
- Water Damage Legal Liability: Included
- Non-Owned / Hired Auto: $1,000,000 / $2,500 deductible
- Lead / Mold: Limited

UMBRELLA LIABILITY INSURANCE
- Limit: $25,000,000 (excess over General Liability)
- Lead / Mold Exclusions: Follow form

Estimated Premium (Umbrella): $36,000

DIRECTORS & OFFICERS LIABILITY
- Limit: $1,000,000
- Deductible: $5,000

(9) INSURANCE *-continued*

• Managing Agents Rider: Included

CRIME INSURANCE

• Employee Dishonesty: $100,000 / $5,000 deductible
• Managing Agents Rider: Included
Estimated Premium (Crime): $900

The insurance costs are for the entire Condominium and will be allocated to the Residential Units and Commercial Unit based upon each unit's respective Percentage of Common Interest. Accordingly, $81,277 of this budgeted line item has been allocated to the Residential Units and $12,123 has been allocated to the Commercial Unit.

Coverages are subject to the terms and Conditions set forth by the Insurance Company. The insurance market is extremely volatile and rates can change substantially. The above preliminary quote can be significantly higher or lower depending on market conditions at the time of the first closing.

The Board of Managers shall be required to obtain and maintain, to the extent obtainable and to the extent determined by the Board of Managers to be appropriate or relevant, all risk building coverage, insuring the Property including all of the bathroom and kitchen fixtures installed in a Unit, provided such equipment is a fixture in the legal sense of the word, on the date of recordation of the Declaration, partitions, floors and ceilings within the Units (but not including any wall, floor, or ceiling decorations or coverings or furniture, furnishings, fixtures, appliances, equipment or other personal property supplied or installed by Unit Owners or tenants of Unit Owners and not considered part of the Property), together with all service machinery contained therein, and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the agreed upon replacement value of the Building(s) (exclusive of the cost of excavation and foundations), or such other amount as is adequate to prevent the Condominium from becoming a co-insurer in the event of casualty loss, without deduction for depreciation.

Each individual Unit Owner will be required to obtain additional insurance at his own cost for the following coverage, which is not included in the above:

1. Fire or casualty losses to the contents of his Unit including replacements, additions, upgraded fixtures and improvements therein; and
2. Liability for personal injury or property damage as a result of occurrences in his Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the limit.

(10) MANAGEMENT FEES - (Budget - $60,000)

At or prior to the first closing, the Condominium will enter into a management agreement with R.A. Cohen & Associates, Inc., having an office address at 250 Park Avenue, Suite 1901, New York, NY 10177, a real estate management firm. The agreement will be for an initial term of 1 year. Thereafter, the agreement will be automatically renewed from year to year, with a 3% increase, but may be cancelled by either party without cause, upon not less than sixty (60) days' prior written notice. The Managing Agent is not affiliated with the Sponsor.

The Managing Agent will receive an annual fee of $60,000 payable in equal monthly installments of $5,000. The Managing Agent's fee for the first year of Condominium operation is comparable to the "going rate" for similar services in comparable buildings.

See the section of the plan entitled "Management Agreement" for further details.

(11) LEGAL & AUDIT FEES – (Budget - $10,000)

The Condominium will engage a law firm to act as the attorney for the Condominium. The estimated cost for these services for the Condominium's first year is $2,500.

It is anticipated that the Condominium will enter into an agreement with Cesarano & Khan, PC, Certified Public Accountants, having offices at 199 Jericho turnpike, Suite 400, Floral Park, New York 11001 to provide auditing, tax return preparation and financial statement preparation services for the Condominium. It is estimated that the first-year cost for these services will be $7,500.

(12) ADMINISTRATIVE & OTHER – (Budget - $11,540)

The budgeted amount includes anticipated expenses for telephone, postage, printing, miscellaneous office supplies, payroll processing costs, cable, permits and fees and corporate taxes.

(13) RESERVE – (Budget - $ 42,873)

A 10% Reserve shall be established for the purpose of future capital projects the Condominium board may undertake, the cost of which may or may not exceed the funds collected by this budgetary item. The contingency budgeted line item is excluded in calculating the 10% reserve budgeted line item.

The Reserve line item is for the entire Condominium and will be allocated to the Residential Units and Commercial Unit based upon each unit's respective Percentage of Common Interest.

(14) TOTAL PROJECTED EXPENSES – (Budget - $471,608)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from June 1, 2026 through May 31, 2027.

IN THE OPINION OF R.A. COHEN & ASSOCIATES, INC., THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE CONDOMINIUM'S FIRST YEAR OF OPERATION, ASSUMING SUCH FIRST YEAR BE THE FISCAL YEAR COMMENCING JUNE 1, 2026. THE FOREGOING SCHEDULES, HOWEVER, ARE NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE COMMON CHARGES, OTHER INCOME OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE CONDOMINIUM WILL BE AS SET FORTH IN SAID SCHEDULES, AND IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES WILL VARY FROM THE AMOUNT SHOWN IN THE SCHEDULE.

EXHIBIT G

SCHEDULE B-1

EXHIBIT H

TEMPORARY CERTIFICATE OF OCCUPANCY

NYC Buildings

Certificate of Occupancy

CO Number:1090534-0000021

This certifies that the premises described herein conforms substantially to the approved plans and specifications and to the requirements of all applicable laws, rules and regulations for the uses and occupancies specified.No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued.*This document or a copy shall be available for inspection at the building at all reasonable times.*

A	**Borough:** MANHATTAN **Address:** 308 WEST 133 STREET **Building Identification Number(BIN):** 1090534	**Block Number:** 1958 **Lot Number(s):** 7502 **Additional Lot Number(s):** **Application Type:** NB - NEW BUILDING	**Full Building Certificate Type:** Temporary **Date Issued:** 05/08/2026
	This building is subject to this Building Code: 2014		
	This Certificate of Occupancy is associated with job# 122620333-01		
B	**Construction Classification:** I-B: 2 HOUR PROTECTED - NON-COMBUST **Building Occupancy Group classification:** R-2 - RESIDENTIAL: APARTMENT HOUSES **Multiple Dwelling Law Classification:** HAEA		
	No.of stories: 11	**Height in feet:** 110	**No.of dwelling units:** 46
C	**Fire Protection Equipment:** Fire Alarm System, Sprinkler System, Standpipe System		
D	**Parking Spaces and Loading Berths:** Open Parking Spaces: 0 Enclosed Parking Spaces: 0 Total Loading Berths: Not available		
E	**This Certificate is issued with the following legal limitations:** Restrictive Declaration: None Zoning Exhibit: 2016000170456, 2016000170457 BSA Calendar Number(s): None CPC Calendar Number(s): None		
	Borough Comments: Add quality housing note on CofO Comments / Use Groups (UG) indicated by numerals 1 through 18 reflect Zoning Resolution Use Group Designations since 1961 but prior to June 6, 2024. UG in Roman numerals I-X reflect Zoning Resolution Use Group Designations on or after June 6, 2024, the effective date of the Zoning Text Amendment.		

Borough Commissioner



Commissioner



DOCUMENT CONTINUES ON NEXT PAGE

NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Cellar	S-2	N/A	OG	2B		122620333	Temporary	08/06/2026
Description of Use:	Storage of non combustible Materials STORAGE ROOM					Exceptions:		
Cellar	B	19	OG	4		122620333	Temporary	08/06/2026
Description of Use:	Offices Community Facility, Medical Offices					Exceptions:		
Floor 1	B	30	40	4		122620333	Temporary	08/06/2026
Description of Use:	Offices Community Facility, Medical Offices					Exceptions:		
Floor 1	R-2	N/A	40	2A	1	122620333	Temporary	08/06/2026
Description of Use:	Apartment House RESIDENTIAL LOBBY & ONE (1) CLASS 'A'DWELLING UNITS					Exceptions:		
Floor 2	R-2	52	40	2-B		122620333	Temporary	08/06/2026
Description of Use:	Apartment House TETANT RECREATIONAL ROOM					Exceptions:		
Floor 2	R-2	N/A	40	2a	3	122620333	Temporary	08/06/2026
Description of Use:	Apartment House THREE (3) CLASS 'A' DWELLING UNITS					Exceptions:		

DOCUMENT CONTINUES ON NEXT PAGE

NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 3	R-2	N/A	40	2A	5	122620333	Temporary	08/06/2026
Description of Use:	Apartment House FIVE (5) CLASS 'A' DWELLING UNITS					Exceptions:		
Floor 4	R-2	N/A	40	2A	5	122620333	Temporary	08/06/2026
Description of Use:	Apartment House FIVE (5) CLASS 'A' DWELLING UNITS					Exceptions:		
Floor 5	R-2	N/A	40	2A	5	122620333	Temporary	08/06/2026
Description of Use:	Apartment House FIVE (5) CLASS 'A' DWELLING UNITS					Exceptions:		
Floor 6	R-2	N/A	40	2A	5	122620333	Temporary	08/06/2026
Description of Use:	Apartment House FIVE (5) CLASS 'A' DWELLING UNITS					Exceptions:		
Floor 7	R-2	N/A	40	2A	5	122620333	Temporary	08/06/2026
Description of Use:	Apartment House FIVE (5) CLASS 'A' DWELLING UNITS					Exceptions:		
Floor 8	R-2	N/A	40	2A	5	122620333	Temporary	08/06/2026
Description of Use:	Apartment House FIVE (5) CLASS 'A' DWELLING UNITS					Exceptions:		

DOCUMENT CONTINUES ON NEXT PAGE

NYC Buildings

Permissible Use and Occupancy

FLOOR	Occ Group	Max. Persons Permitted	Live Loads (lbs per sq ft)	Zoning Use Group	Dwelling or Rooming Units	Job Reference	Certificate of Occupancy Type	CO Expiration Date
Floor 9	R-2	N/A	40	2A	4	122620333	Temporary	08/06/2026
Description of Use:	Apartment House FOUR (4) CLASS 'A' DWELLING UNITS					Exceptions:		
Floor 10	R-2	N/A	40	2A	4	122620333	Temporary	08/06/2026
Description of Use:	Apartment House FOUR (4) CLASS 'A' DWELLING UNITS					Exceptions:		
Floor 11	R-2	N/A	40	2A	4	122620333	Temporary	08/06/2026
Description of Use:	Apartment House FOUR (4) CLASS 'A' DWELLING UNITS					Exceptions:		
Roof	R-2	30	40	2-B		122620333	Temporary	08/06/2026
Description of Use:	Apartment House TENANT RECREATION					Exceptions:		

CofO Comments: TOTAL 46 RESIDENTIAL CLASS 'A' DWELLING UNITS AND COMMUNITY FACILITY, MEDIC LA OFFICES. ZONING EXHIBITS I & III RECORDED AT CITY REGISTER UNDER CRFN # 2016000170456 & #2016000170457

Borough Commissioner

Commissioner

EXHIBIT I

FORM OF PURCHASE AGREEMENT

PURCHASE AGREEMENT FOR RESIDENTIAL UNIT

PURCHASE AGREEMENT

HARLEM 133 OWNER, LLC

Sponsor-Seller

TO

_____

Purchaser

UNIT NUMBER _____

THE 308 WEST 133RD STREET CONDOMINIUM
308 WEST 133RD STREET
NEW YORK, NEW YORK

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PURCHASE AGREEMENT

THE 308 WEST 133RD STREET CONDOMINIUM
133 WEST 83RD STREET
NEW YORK, NEW YORK 10024

AGREEMENT, made as of _____, 20__, between Harlem 133 Owner, LLC , a Delaware limited liability company, having an office at c/o Quaestor Advisors, 405 Lexington Avenue, New York, NY 10174 ("Sponsor"), and _____, having an address at _____ ("Purchaser").

W I T N E S S E T H:

1. **THE PLAN.** Purchaser acknowledges having received and read a copy of the Offering Plan for THE 308 WEST 133RD STREET CONDOMINIUM and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least three (3) days prior to Purchaser's signing this Agreement. If Purchaser has not received the Plan and all amendments thereto at least three (3) full days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement within seven (7) days from the date of this Agreement. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding.

2. DEFINITIONS. Terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise requires.

3. THE UNIT. Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the unit(s) ("Unit"), together with the percentage of undivided interest in the Common Elements of the Condominium appurtenant thereto.

4. PURCHASE PRICE.

4.1 The purchase price for the Unit (the "Purchase Price") is $_____

(a) The Purchase Price is payable as follows:

(b) $_____ [an amount that is at least 1% of the Purchase Price] (the "Down Payment"), due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged; and

(c) $_____ (the "Balance"), constituting the balance of the Purchase Price, by good certified check of Purchaser or official bank check, payable on the delivery of the deed as hereinafter provided.

4.2 All checks shall represent United States currency and shall be drawn on or issued by a New York bank or trust company which is a member of The New York Clearing House Association, unless otherwise agreed to by Sponsor. Checks for the Initial Down Payment and the Additional Down Payment (referred to collectively as the "Down Payment") shall be made payable to "Schwartz Sladkus Reich Greenberg Atlas LLP, Escrow Agent". Checks for the balance of the Purchase Price shall be made payable to the direct order of "***Harlem 133 Owner, LLC***" or such other party as Sponsor may designate upon not less than two (2) days prior notice. If any check is returned for insufficient funds or any other reason, Sponsor at its option, may declare this Agreement void ab initio and of no further force and effect and may institute an action against Purchaser for the collection of the Down Payment as liquidated damages or may declare a default by Purchaser under this Agreement which shall entitle Sponsor to exercise any of the remedies set forth in Article 15 hereof.

5. AGREEMENT NOT CONTINGENT UPON FINANCING. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Section 4 of this Agreement, and Purchaser understands and agrees that his failure to obtain such financing will not relieve him of his obligations hereunder. Purchaser further understands and agrees that if he chooses to finance his purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in his financial status or condition shall release or relieve him of his obligations pursuant to this Agreement.

6. CLOSING OF TITLE.

6.1 The closing of title shall be held at such place in the City and State of New York and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior written notice. In the event the Purchase Agreement is executed prior to the Plan being declared effective, the Closing shall not occur until at least thirty (30) days after the Plan is declared effective. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorneys at closing an extra fee as set forth in the Plan. Sponsor, from time to time, may adjourn the date and hour for closing on written notice to Purchaser, which notice shall fix a new date, hour and place for the closing of title and will be given not less than two (2) business days prior to the new scheduled date and time for closing.

6.2 The closing of title shall occur only after or concurrently with the compliance with the prerequisites as set forth under "Terms of Sale" in Part I of the Plan.

6.3 The term "Closing Date" or "closing of title" or words of similar import, whenever used herein, shall mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 6.1 hereof.

7. DELIVERY OF THE DEED AND UNIT POWER OF ATTORNEY.

7.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying title to the Unit to Purchaser. The deed shall be prepared by Sponsor in substantially the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser shall duly execute a New York City Real Property Transfer Tax return and any other forms then required by law, all of which shall be prepared by Sponsor.

7.2 At the closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and Sponsor substantially in the form set forth in Part II of the Plan.

7.3 The deed and power of attorney to the Condominium Board and Sponsor shall be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded, the deed shall be returned to Purchaser and the power of attorney shall be sent to the Managing Agent.

7.4 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Code Withholding Section and (ii) each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with IRS §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

8. MARKETABLE TITLE. At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any encumbrance to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) First American Title Insurance Company of New York, having an address at 633 Third Avenue, New York, New York 10017, Tel: (212) 922-9700; Fax: (212) 922-0881 (or such other title insurance company as Purchaser may utilize), is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

9. CLOSING ADJUSTMENTS.

9.1 Subject to Paragraph 15 hereof, the following adjustments shall be made as of midnight, of the day preceding the Closing Date with respect to the Unit:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges for the month in which title closes; and

(c) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering the Unit.

9.2 If a Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If a Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 8.1(a) hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit.

9.3 Purchaser hereby agrees that, if Sponsor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the closing of title.

9.4 Sponsor shall remit or cause to be remitted to Purchase an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

9.5 The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

10. MORTGAGE TAX CREDIT. In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee (2) of the Condominium Act, it is specifically understood that such credit shall inure to the benefit of Sponsor. Accordingly, at closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. Sponsor at closing will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

11. CLOSING COSTS. In addition to those costs and adjustments described in Articles 9 and 10 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in Part I of the Plan entitled "Closing Costs and Adjustments." The Closing Costs and Adjustments include, but are not limited to, the following:

(i) The New York City Real Property Transfer Tax;

(ii) The New York State Transfer Tax;

(iii) The New York State Additional Transfer Tax (commonly referred to as the "Mansion Tax");

(iv) A working capital contribution equal to two (2) month's Common Charges; and

(v) The legal fees of Sponsor.

12. DOWN PAYMENT. The Down Payment made pursuant to this Agreement is subject to the requirements of Section 71-a (3) of the State of New York Lien Law and Sections 352-e(2)(b) and 352-h of the General Business Law of the State of New York. Any Down Payment received from Purchaser will be held in accordance with the provisions of the Subsection entitled "Escrow and Trust Fund Requirements" under the Section entitled "Procedure to Purchase" set forth in Part I of the Plan. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Down Payment to Seller in the event Seller and Purchaser close title under this Agreement. Sponsor is required by law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Purchaser's Down Payment, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this paragraph.

13. BINDING EFFECT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS. Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof

14. AGREEMENT SUBJECT TO MORTGAGE. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage, including, but not limited to, any construction or building loan mortgage, heretofore or hereafter made any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of each Unit and its undivided interest in the Common Elements from the lien of such mortgages on or

prior to the Closing Date, unless Purchaser voluntarily assumes such mortgage or consents to the continuation of the lien thereof. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its (their) undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

15. DEFAULT BY PURCHASER.

15.1 TIME IS OF THE ESSENCE with regard to Purchaser's obligations to pay the balance of the Purchase Price and to perform Purchaser's other obligations under this Agreement. If Purchaser fails to make such payment when required as herein provided or fails to perform any of Purchaser's other obligations hereunder, Sponsor shall give written notice to Purchaser of such default. If such default shall not be cured within thirty (30) days thereafter, Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser. If Sponsor elects to cancel this Agreement, (a) Sponsor may retain all sums deposited by Purchaser hereunder (including any amounts paid by Purchaser for additional work in the Unit), together with interest earned thereon, as liquidated damages (Sponsor's actual damages being difficult or impossible to ascertain) and, upon retaining such sum, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan and (b) Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale).

15.2 If Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date (a) the closing apportionments described in Section 9.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.04% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

16. WITHDRAWAL OR ABANDONMENT OF PLAN. The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in Part I of the Plan. Provided Purchaser is not then in default under this Agreement beyond any applicable grace period, if the Plan is withdrawn or abandoned, this Agreement shall be deemed canceled and, not later than ten (10) days thereafter, Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and, upon making such payment, neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan.

17. SPONSOR'S INABILITY TO CONVEY THE UNITS. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability, and, in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and, upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within fifteen (15) days after the giving of Sponsor's notice of refusal to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

18. FIXTURES, APPLIANCES AND PERSONAL PROPERTY. Only those fixtures, appliances and items of personal property which are described in the Description of the Property in Part II of the Plan as being part of the Unit are included in the sale of the Unit pursuant to the provisions of this Agreement. No portion of the Purchase Price shall be attributable to such items. At the Closing, Sponsor shall transfer to Purchaser any assignable warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit.

19. ACCEPTANCE OF CONDITION OF PROPERTY. Purchaser shall accept title (without abatement in, or credit against, the Purchase Price or any provision for escrow deposits at the closing of title) notwithstanding the failure to complete construction of (a) minor details of the Unit or the Property, (b) other Units or (c) the Common Elements of the Property which do not prevent Purchaser's use of the Unit. Purchaser shall carefully inspect the Unit prior to the closing of title and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if Purchaser finds that Sponsor's improvements have not been completed, although such improvements have been substantially completed, then Sponsor and Purchaser will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Unit by Sponsor following the closing of title. Sponsor shall have no obligation to complete any work to the Unit which is not specifically designated on the inspection statement by Purchaser, except for work necessary to cure violations and to obtain a temporary or permanent certificate of occupancy covering the Unit. Purchaser will receive five (5) business days' notice that the Unit is available for inspection. If Purchaser fails to inspect the Unit within said five (5) day period, Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. Except as expressly provided in this Agreement or the Plan, including but not limited to subparagraph (1) of the subsection entitled "Sponsor's Obligations with Respect to the Building" of the Section entitled "Rights and Obligations of Sponsor," Sponsor shall have no obligation to repair or improve the Unit, any portion of the

Property, or the appliances, equipment or fixtures attached to or used in connection with the Unit or the Property.

Sponsor will not be obligated to correct, and will not be liable to the Board or Unit Owner as a result of any defects in construction, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including kitchen appliances and bathroom fixtures), as specifically set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor".

Notwithstanding the foregoing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filling or refinishing the same, but Sponsor will not be obligated to replace any such surfaces.

20. DAMAGE TO THE UNIT. If between the date of this Agreement and the closing of title the Unit is damaged by fire or other casualty, the following shall apply:

20.1 The risk of loss to the Unit by fire or other casualty is assumed by Sponsor until the earlier of closing of title or possession of the Unit by Purchaser, but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the respective Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title.

20.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed canceled and of no further force and effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain all such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

21. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to

the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented, Purchaser having relied solely on his own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan.

22. PROHIBITION AGAINST ADVERTISING. Prior to the closing of title, Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent.

23. BROKER. Purchaser represents to Sponsor that Sponsor, Sponsor's Selling Agent and _____ are the only brokers or sales agents with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by said broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the aforementioned broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article 23 shall survive the closing of title.

24. AGREEMENT MAY NOT BE ASSIGNED.

24.1 Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall be required to pay Sponsor's reasonable attorneys' fees in advance, for preparation of an assignment agreement.

24.2 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth in Article 12 hereof, and shall be voidable at the option of Sponsor.

24.3 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or

other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability company or other entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

24.4 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's □counsel at Purchaser's expense and in form and content □acceptable to Sponsor, in i□□- sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $500.00 made payable to Schwartz Sladkus Reich Greenberg Atlas LLP (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 22 above and in the Plan will remain in effect.

24.5 Notwithstanding the provisions of Section 24.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's immediate Family, provided that ·any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Section 24.3 above. For purposes of this Section 24.4 only:'(i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

24.6 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

25. BINDING EFFECT. This Agreement shall not be binding on Sponsor until a fully executed counterpart hereof has been delivered to Purchaser. If this Agreement is not accepted within thirty (30) days from the date hereof by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and canceled and the deposit paid on the execution hereof shall be promptly returned to Purchaser. If Purchaser has not received the Plan and all amendments thereto at least three full (3) days prior to Purchaser's signing this Agreement, the Purchaser shall have the right to rescind this Agreement within seven (7) days from the date of this Agreement.

26. NOTICES. Any notice, request, letter, consent or other communication hereunder or under the Plan shall be in writing and hand delivered or sent, postage prepaid, by registered or certified mail, to Purchaser at the address given at the beginning of this Agreement, and to Sponsor at the address given at the beginning of this Agreement, with a copy to Schwartz Sladkus Reich Greenberg Atlas LLP, 444 Madison Avenue, New York, New York 10022, Attn: Astra M. Tudisco, Esq. in the same manner as notice is given to Sponsor, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery or mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself.

27. JOINT PURCHASERS. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

28. PERFORMANCE BY AND LIABILITY OF SPONSOR. Purchaser's acceptance of the deed for the Unit shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Sponsor to be performed pursuant to the provisions of this Agreement, the Plan, 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan) and General Business Law §352-e, except those (if any) herein or therein expressly stated to survive delivery of such deed.

29. FURTHER ASSURANCES. 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.

30. COSTS OF ENFORCING AND DEFENDING AGREEMENT. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this

Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder.

31. SEVERABILITY. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

32. PURCHASER'S REPRESENTATIONS.

32.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required 'by Purchaser's title company. Purchaser further represents "that the Deposit represents Purchaser's own funds and that no other party (other than Purchaser or Sponsor, as provided herein) has any right or claim to all or any portion of the Deposit.

32.2 Purchaser is not now, nor shall it be at any time prior to or at the closing of title, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Neither Purchaser nor any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

32.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Sponsor the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, *50* U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as

well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

32.4 The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

33. WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY.

33.1 Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

33.2 As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self- operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

33.3 Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

33.4 Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 33.

33.5 Nothing in this Article 33 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

33.6 The provisions of this Article 33 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

33.7 In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

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

34. STRICT COMPLIANCE. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

35. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

36. WAIVER OF JURY. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby.

37. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties with respect to the subject matter hereof.

38. CERTAIN REFERENCES. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

39. CAPTIONS. The captions in this Agreement are for convenience of reference only and in no way, define, limit or describe the scope of this Agreement or the intent of any provision hereof

40. RULE OF CONSTRUCTION. There shall be no presumption against the draftsman of this Agreement.

41. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall bind and inure to the benefit of Purchaser and his heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

42. NO ORAL CHANGES. This Agreement cannot be changed or terminated orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.

43. AMENDMENTS TO THE PLAN. Subject to any provision of the Plan to the contrary, if there is a substantial amendment to the Plan that materially and adversely affects Purchaser, Purchaser will have a period of fifteen (15) days from the date of presentation of said amendment within which to rescind this Agreement and, if Purchaser exercises such right of rescission, Sponsor shall return the Down Payment, together with any interest thereon, pursuant to this Agreement within thirty (30) days.

44. COUNTERPARTS. This Agreement and any Rider(s) which may be annexed hereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. A facsimile signature or other electronically transmitted (e.g., PDF) signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding. The party tendering such facsimile signature or other electronically transmitted signature shall provide the other party with original counterparts of the signature page promptly after delivery of the facsimile signature page or other electronically transmitted signature, although the failure to do so shall not invalidate the effectiveness of the facsimile signature or other electronically transmitted signature.

45. SMOKING POLICY. Smoking and using electronic cigarettes is prohibited at all times is all enclosed common areas of the buildings, as required by law. Enclosed common areas of the building include, but is not limited to, indoor Common Elements such as the lobby, hallway, vestibule, stairway, and basement. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and other outdoor areas, unless otherwise restricted by law. The policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their apartment units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their apartment unit.

46. ESCROW FUND REGULATIONS.

46.1 The law firm of Schwartz Sladkus Reich Greenberg Atlas LLP, with an address at 444 Madison Avenue, New York, New York 10022, telephone number (212) 743-7000, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Jeffrey M. Schwartz, Esq., Steven D. Sladkus, Esq., Jeffrey S. Reich, Esq., and Astra M. Tudisco, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any

authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

46.2 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

46.3 The Escrow Agent has established the escrow account at Webster Bank, N.A., located at 950 Third Avenue, 9th Floor, New York, New York 10022 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Schwartz Sladkus Reich Greenberg Atlas LLP Trust 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.

46.4 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 Schwartz Sladkus Reich Greenberg Atlas LLP, as Escrow Agent.

46.5 The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. 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.

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

46.7 The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

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

46.9 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.

46.10 The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph/Section 42 upon closing of title to the Unit; or

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

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

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

46.12 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.

46.13 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.

46.14 Any provision of the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the

Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and 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.

46.15 Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

46.16 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).

46.17 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.

46.18 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

46.19 Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

46.20 Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

46.21 Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

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IN WITNESS, WHEREOF, the parties have executed this Agreement as of the date first above written.

SPONSOR:

Harlem 133 Owner, LLC ,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

PURCHASER:

_____

_____

_____
(Social Security or Federal I.D. Number)

Telephone No. _____

ESCROW AGENT:

Schwartz Sladkus Reich Greenberg Atlas LLP

By: _____
Name:
Title: Partner

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

EXHIBIT J

FORM OF UNIT OWNER DEED

UNIT DEED

UNIT DEED

THIS INDENTURE, made the ____ day of _____, 20___, between Harlem 133 Owner, LLC , a Delaware limited liability company, having an office at c/o Quaestor Advisors, 405 Lexington Avenue, New York, NY 10174 (the "Grantor") and _____ (the "Grantee"), having an address at _____.

W I T N E S S E T H:

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit (the "Unit") in the premises known as THE 308 WEST 133RD STREET CONDOMINIUM and by the street number 308 WEST 133RD STREET, Borough and County of Manhattan, City and State of New York, said Unit being designated and described as Unit No. _____ in the declaration ("Declaration") 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 "Condominium Act"), dated _____ 20__ and recorded in the Manhattan County office of the Register of The City of New York (the "City Register's Office") on _____, 20__ in City Register File Number _____, and also designated as Tax Lot(s) ____ in Block 1228 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by _____, on _____,20___, and filed in the Real Property Assessment Department of the City of New York on _____ as Condominium Plan No. _____ also, filed in the City Register's Office on _____ _____, 20__, as Condominium Map No. _____. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of THE 308 WEST 133RD STREET CONDOMINIUM (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided _____ percentage interest in the Common Elements (as such term is defined in the Declaration):

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property as more particularly described in Schedule B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has (have) been encumbered in any way whatever, except as aforesaid.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof and the Grantee accepts and agrees to comply with the obligations and restrictions of the "Continuing Maintenance Program" provided in the Declaration of Preservation, Repair and Maintenance dated, May 2, 2017 and recorded on May 31, 2017 in the City Register of New York County at CRFN 2017000202445.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

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IN WITNESS, WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

SPONSOR:

Harlem 133 Owner, LLC
a Delaware limited liability company

By: _____
Name:
Title:

GRANTEE:

_____
Grantee

_____
Grantee

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day in _____ the year 20_____ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day in _____ the year 20_____ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day in _____ the year 20_____ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE B

PERMITTED ENCUMBRANCES

EXHIBIT K

ESCROW AGREEMENT

ESCROW AGREEMENT FOR OFFERING PLAN

THIS AGREEMENT made this 21 day of January 2026, between Harlem 133 Owner LLC ("SPONSOR"), as sponsor of the Offering Plan (defined below) and Schwartz Sladkus Reich Greenberg Atlas LLP ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is the sponsor of an offering plan for premises known as 308 West 133rd Street, New York, New York (the "Offering Plan"); and

WHEREAS, Schwartz Sladkus Reich Greenberg Atlas LLP is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers or subscribers, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

A ESTABLISHMENT OF THE ESCROW ACCOUNT.

a. ESCROW AGENT has established a master escrow account for the purpose of holding deposits, down payments, advances or payments ("Deposits") made by purchasers or subscribers ("Purchasers") pursuant to the Offering Plan at Webster Bank, N.A., located at 1412 Broadway, 7th Floor, New York, New York 10018 entitled Schwartz Sladkus Reich Greenberg Atlas LLP, Escrow Account No. _____ (the "Master Escrow Account").

b. All Deposits will be placed initially in a non-interest-bearing checking portion of the Master Escrow Account. At such time as ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser, the Deposit of such Purchaser will be promptly transferred from the non-interest bearing checking portion of the Master Escrow Account into an individual interest bearing sub-escrow savings account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest-bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.

c. Partners or attorneys employed by ESCROW AGENT are the sole signatories on the Master Escrow Account.

d. The Master Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

e. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Contract of Sale (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event Purchaser defaults.

B DEPOSITS INTO THE ESCROW ACCOUNT.

a. All funds received from Purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Schwartz Sladkus Reich Greenberg Atlas LLP, as Escrow Agent". Endorsed instruments will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be returned to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

b. Within ten (10) business days after tender of the Deposit submitted with the purchase agreement or subscription agreement ("Contract of Sale"), ESCROW AGENT shall notify the Purchaser of the deposit of such funds in the Master Escrow Account, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Contract of Sale and rescind within ninety (90) days after tender of the Deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in accordance with the Attorney General's regulations and requisite notice was timely mailed to the Purchaser.

C RELEASE OF FUNDS.

a. Consummation of the Offering Plan does not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

b. ESCROW AGENT shall continue to hold the Deposit in escrow until otherwise directed in (a) a writing signed by both Sponsor and Purchaser or (b) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

c. SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or (b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

d. In the event SPONSOR and a Purchaser close title under the Contract of Sale, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser.

e. Except as otherwise set forth above, if there is no written agreement between the parties to release the Deposit, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the Purchaser written notice of not fewer than ten (10) business days.

Thereafter, the Deposit may be paid to SPONSOR unless the Purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and ESCROW AGENT has received notice from the Purchaser in accordance with such provisions.

D RECORDKEEPING.

a. ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven years after release of the funds.

b. Upon the dissolution of 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.

c. ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

E GENERAL OBLIGATIONS OF ESCROW AGENT.

a. ESCROW AGENT shall maintain the Master Escrow Account under its direct supervision and control.

b. A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

c. ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or law or for any act or omission on ESCROW AGENT'S part, including, without limitation, any act or omission which permits a Purchaser to rescind a Contract of Sale, unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

d. ESCROW AGENT shall be permitted to act as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between SPONSOR and a Purchaser whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

e. ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

f. ESCROW AGENT may consult with legal counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection to ESCROW AGENT in respect of any action taken or omitted in good faith by ESCROW AGENT hereunder in accordance with the opinion of such counsel.

F RESPONSIBILITIES OF SPONSOR.

a. SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a member of or employed by ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.

b. SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and compliance with the Attorney General's regulations.

c. SPONSOR shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Contract of Sale.

G TERMINATION OF AGREEMENT.

a. This Agreement shall remain in effect unless and until it is canceled by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign. Such resignation shall take effect on the date set forth in the notice from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation; or

(c) all shares or units offered by SPONSOR pursuant to the Offering Plan have been sold and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.

b. Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1(a) or (b) above, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any and all contracts or documents maintained by ESCROW AGENT relating to such funds to the new escrow agent.

H SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

I GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

J ESCROW AGENT'S COMPENSATION.

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegals and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

K SEVERABILITY.

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

L INDEMNIFICATION.

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself

M ENTIRE AGREEMENT.

This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT: Schwartz Sladkus Reich Greenberg Atlas LLP

By: _____
Name: Jeffrey M. Schwartz
Title: Partner

SPONSOR:

Harlem 133 Owner LLC
a New York limited liability company

By: _____
Name: Lawrence Cutler
Title: Authorized Signatory

EXHIBIT L

CERTIFICATION OF BUDGET

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CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

June 16, 2026

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, NY 10005-1413

Re: The 308 West 133rd Condominium a/k/a
The Armstrong Condominium
308 West 133rd Street New York, NY

Dear Sir/Madam:

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B and the footnotes (the "Schedule") thereto, containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes: We are licensed as a real estate brokerage firm in the State of New York and have been engaged in the real estate and brokerage business for over 30 years, and we are currently the managing agent for more than 55 residential buildings in New York City.

We understand that we are responsible for complying with Article 23-A of 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 underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B appear reasonable and adequate under existing circumstances, and projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the 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;

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(iii) do not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income or expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

R.A. Cohen & Associates, Inc.

By: _____
Name: Robert A. Cohen
Title: CEO

Sworn to before me this
16th day of June, 2026.

_____
Notary Public

DEBORAH A. REED
Notary Public, State of New York
No. 01RE6001227
Qualified in Queens County
Commission Expires Sept. 30, 2026

R·A·COHEN

Writer's Email: dustin@racohen.com
Writer's Direct Dial: (212) 835-9513

July 18, 2024

Re: 308 West 133rd Street
New York, NY 10030

Dear Mr. White:

We are pleased to provide you with this proposal regarding 308 West 133rd Street, New York, NY 10030, and your future needs for Condominium Management. Please feel free to contact me with any questions or for further clarification on anything contained in this submission. We look forward to further discussing the management goals of your Condominium.

Very truly yours,

R.A. COHEN & ASSOCIATES, INC.

By: Dustin Zucker
Dustin Zucker
Vice President

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PROPERTY MANAGEMENT PROPOSAL

308 WEST 133RD STREET
NEW YORK, NEW YORK 10030

SUBMITTED BY

R.A. COHEN & ASSOCIATES, INC.
250 PARK AVENUE, SUITE 1901
NEW YORK, NY 10177

Dated: July 18, 2024

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Management Overview

R.A. Cohen & Associates, Inc. is pleased to provide the following corporate overview for consideration by the Board of Managers for 308 West 133rd Street.

About R.A. Cohen

Since its establishment in 1990, R.A. Cohen & Associates, Inc. has repaired and redeveloped residential properties in historic and emerging neighborhoods across the New York City region. We pride ourselves on our ability to thoughtfully transform residential properties that have suffered from neglect, poor financing, or absentee ownership. R.A. Cohen & Associates, Inc. is uniquely positioned to identify and revitalize distressed properties across New York City neighborhoods, building on decades of experience navigating the nuances of the market to add value as a long-term owner and operator.

As owners, we have utilized this expertise on behalf of numerous third-party owners, such as private owners of residential real estate, as well as Condominium owners, such as your building. In short, we approach management as real property owners, proactively always maximizing value while carefully managing expenses.

At R.A. Cohen & Associates, Inc., we seek a team approach with each Board of Managers. We believe that each Board Member brings with them a unique skillset from their individual profession. Those individual skillsets, coupled with our real estate & management expertise, has helped us create a proven, successful and communicative relationship, with all of our clients.

Leadership

- Robert A. Cohen: President and Founder, has an extensive background in real estate law and management. Prior to founding R. A. Cohen & Associates, Inc., he was Executive Vice President and Chief Operating Officer at Imperial Properties, Inc. Prior to that, Bob enjoyed a long and successful career as Vice President and General Counsel of M. J. Raynes Incorporated during its period of dominance in co-op conversions in the 1980s. Bob began his professional career as an associate at Proskauer Rose, one of the nation's largest law firms. He is a graduate of the NYU School of Law.

- Ralph Della Cava: Executive Vice President and Principal, joined Bob as a founding partner of R. A. Cohen & Associates, Inc. in 1990. Ralph leverages his experience in investment and acquisition analysis, real estate development and finance to ensure consistent growth. Ralph oversees all acquisition, disposition and financial strategies and has helped the firm grow into new and emerging markets throughout its 30-year history. His in-depth market knowledge and commitment to integrity have laid the foundation for the firm's continued success.

- Dustin Zucker: Vice President, oversees all day-to-day property management & operations in addition to new property acquisitions and client relations. Prior to joining R.A. Cohen & Associates, Inc., Dustin was a Senior Manager at one of the largest property management firms in North America. In his role there, he helped grow their Multifamily Rental Division nationally. Dustin received his Master's Degree in Real Estate Investment & Finance from New York University, and brings with him a keen understanding of Real Estate budget and acquisition analysis.

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- Peter Sverdlov: CPA, Vice President of Accounting, is a seasoned executive with over fifteen years of experience in financial management, corporate finance and audit leadership, particularly in the real estate sector. He previously led a team of over 100 associates at New York's largest property management firm, focusing on client accounting operations and enhancing financial service delivery. Peter has also held significant roles at Mazars USA, LLP, and Marcum LLP, where he managed audit engagements and improved internal controls and financial reporting processes.

  Peter is a Certified Public Accountant (CPA) in the state of New York and holds a Bachelor of Science in Accounting from Brooklyn College, graduating Cum Laude. With a proficiency in a wide range of financial software and a commitment to professional development, Peter Sverdlov continues to drive innovation and excellence in the field of financial management, contributing to the success and growth of R.A. Cohen & Associates, Inc.

Qualifications and Services Provided

Property Management is a business of complex challenges, requiring multifaceted solutions that incorporate a variety of disciplines and services. R. A. Cohen's formula starts with understanding the individual building's needs and then being proactive. This approach requires persistence, careful attention to detail and excellent communication.

We understand the issues that most affect residential building management and have developed a wide range of services to best meet the needs of our clients. Our priorities are focused on providing first class service, maintaining, and improving building infrastructure and maximizing property values while meeting financial expectations.

An Account Executive will be assigned to your building and visit your building regularly. There will be regular communication with the Board and the Board president on all ongoing matters. Monthly Board meetings will be held with the Account Executive as well as other members of R.A. Cohen as needed.

Financial Management and Reporting Capabilities:

We offer and provide many different levels of financial analysis to our buildings under management, which help determine the current financial health of the building and how to improve the short term and long-term financial health of the building. R.A. Cohen utilizes the industry leading Yardi Voyager software for real estate financial reporting. Below, please see the many services we provide:

- We generate monthly financial reports that provide a summary of the current financial status, including the current cash position, current accounts receivable and payable balances, and the results of operations for the current month. A comparison of the actual income and expenses for the month and the year-to-date versus the budgeted amount is given in each category. The additional schedules reflect further supporting detail.

- The collection status report shows the full detail of charges and receipts for each resident. A complete general ledger is included in the monthly report.

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- Each month a financial analyst for the property reviews the statement along with the property manager to highlight expense and revenue variances, to examine any unpaid invoices and analyze arrears.

- Our electronic report includes images of paid invoices, payroll summary, bank reconciliation and journal entries.

- Before year-end, we review each expense category and work with the manager to accurately project future income and expenses in order to create an annual budget.

- Our ClickPay online portal allows our residents a more flexible, personal, and immediate payment option, which in turn improves property cash flow by collecting common charges earlier in the month. This program allows residents to pay via ACH or credit card.

Summary

- An Account Executive will be assigned to your building, who will visit on a regular basis, and attend to all day to day building needs. This Account Executive, along with the R.A. Cohen team, will ensure the proper operation of building equipment and systems, compliance with various city agencies and supervision and coordination of all building staff. Throughout the year, we will provide asset, project, capital, and operation management services.

- From our accounting team, each month you will receive a detailed monthly financial report, setting forth collections, expenditures, open items, arrears, as prepared by our CPA & Vice President of Accounting; we also work closely with you to prepare financial statements or reports, as needed.

Proposal

Our fee for the management of your building would be **$75,000 per annum**. Additional costs are as follows:

1. With respect to capital improvements, we would charge a fee equal to 10% of the cost of such capital improvements.
2. With respect to application review & processing fees, we would charge $650.00 for sales and sublet application review & processing, $300.00 for alteration agreement review & processing, and $150.00 for decorating agreement review & processing.
3. With respect to compliance matters, we would charge $20.00 per apartment for annual mailings, which include window guard & lead paint notices, emergency preparedness guides, fire safety guides, and stove knob cover notices.

EXHIBIT M

ACCOUNTANT LETTER

PROPOSAL TO PROVIDE

PROFESSIONAL SERVICES TO

308 WEST 133RD STREET CONDOMINIUM

Cesarano & Khan, PC
Certified Public Accountants

Cesarano & Khan, PC
Certified Public Accountants

July 8, 2025

Board of Managers
308 West 133rd Street Condominium
308 West 133rd Street
New York, New York 10030

Dear Board Members:

We are pleased to have this opportunity to submit our proposal to provide professional services to 308 West 133rd Street Condominium (the Condominium).

Based on our experience in providing professional services to over 350 co-ops and condominiums, we are confident that Cesarano & Khan, PC (C&K) can fulfill your service requirements. We are uniquely qualified to meet your needs because:

- The principals of C&K are highly qualified and very active in the Common Interest Real Estate industry.
- Our approach is efficient, effective, and customized; and
- We are dedicated and responsive to our clients and pride ourselves on consistently delivering quality service.

July 8, 2025

Re: 308 West 133rd Street Condominium
Page Two

These reasons serve as the basis of this proposal. In each of the sections attached, we shall further explain the services we will provide, as well as our qualifications, to you.

We trust that this proposal expresses our enthusiasm, capabilities, and commitment to serve you in the most efficient and effective manner.

Should you have any questions, require additional information, or wish to meet to further discuss our experience and qualifications, we are happy to make ourselves available to you, at your convenience.

We look forward to hearing from you soon.

Very truly yours,

Carl M. Cesarano

SERVICES C&K WILL PROVIDE

C&K will perform the following professional services:

- Conduct annual audits—in accordance with auditing standards generally accepted in the United States of America
- Preparation of annual tax returns
- Assistance in reviewing your annual budget
- Attendance at your annual unit owners' meeting.

THE C&K APPROACH

We customize our approach to the specific systems, needs, and requirements of each of our clients. Our process is flexible and dynamic. We perform thorough and detailed planning—well in advance of commencing the actual work.

In consultation with you, we will develop a detailed plan for the Condominium. This will ensure efficient and timely completion of our professional services with minimum disruption to your daily routine.

Specifically, we will meet with you—before we begin our work to:

- Discuss any changes in operations to enhance our understanding of your organization.
- Include you in our planning process to develop a list of schedules and confirmations.
- Explain our method of testing transactions executed by the property management or similar organizations.
- Establish a timetable with respect to the delivery of our audit opinion and tax returns.

In addition, we will be available throughout the year for routine consultations. For example, we will coordinate with management to discuss proposed transactions that relate to accounting, reporting, or tax issues.

A key factor in our approach is the significant involvement of the principals who provide professional services—without overloading the cost to you. Our clients feel that they benefit by working with highly experienced personnel who have the ability to identify and eliminate unnecessary work … while providing quality services.

When financial statement accounting, audit, and tax matters arise, they will be addressed and resolved with you, in a timely and transparent manner. This ensures you are speedily informed of any issues.

In addition, the C&K approach is designed to evaluate the functionality and efficiency of your accounting systems and internal controls, and to ensure that reliable and timely financial data is being provided.

THE RIGHT PEOPLE

Value must start with people. In addition to providing professional services to over 350 co-ops, condominiums, and HOAs, the principals of C&K have also gained immeasurable experience at Coopers & Lybrand (presently known as PricewaterhouseCoopers), a multinational accounting and consulting firm.

Our experience and expertise in the elements of accounting allow us to provide you with highly professional services in a cost-effective manner.

Brief resumes of the individuals who will provide services to the Condominium are included in Exhibit I.

PROPOSED FEES

Our proposed fees are based on our estimate of the time required to perform our services, and our experience with other organizations of similar size. We presume that a complete set of double entry books and records and a balanced trial balance will be provided to us. All subsidiary accounts are expected to reconcile with control accounts and a detailed unit owner's receivable account will be maintained and balanced. On that basis, our fees for the previously described services will be $7,500.00 per year.

Finally, we would like to take this opportunity to thank you for inviting us to submit our proposal for professional services. We also would like to express our sincere desire to work with you and the Condominium. If you should have any questions concerning any of the above, please feel free to call Carl M. Cesarano at (516) 437-8200.

C&K RESUMES

Carl M. Cesarano

Carl M. Cesarano is a principal of C&K. Carl will be actively involved in the planning, coordination, supervision, and execution of professional services. He will be available for consultation on a continuing basis, and will ensure that our overall performance meets, and ultimately exceeds, your expectations. Mr. Cesarano has more than 30 years of diversified accounting and tax experience in the real estate industry, including cooperatives and condominiums.

Mr. Cesarano is a Certified Public Accountant and has a degree in accounting from the Bernard M. Baruch College of the City University of New York. He has authored and is quoted in numerous articles in *Habitat Magazine* and *CooperatorNews,* among others. Mr. Cesarano frequently lectures on issues regarding cooperatives and condominiums. His extensive real estate background enables Cesarano & Khan to offer its clients sound, practical advice, and outstanding service.

Mr. Cesarano is a member of the American Institute of Certified Public Accountants, the New York State Society of Certified Public Accountants, the Council of New York Cooperatives, the Federation of New York Housing Cooperatives, and the National Association of Housing Cooperatives.

M. Aleem Khan

Mr. M. Aleem Khan is a principal at C&K and brings a multinational businessman's perspective to critical issues and concerns that face today's cooperatives and condominiums. Mr. Khan will be actively involved in providing professional services. He is available for consultation on all significant tax and accounting matters.

Mr. Khan has more than 35 years of diversified accounting and tax experience in the real estate industry—including representing co-ops and condominiums. He is a Certified Public Accountant and has a degree in accounting from the Bernard M. Baruch College of the City University of New York. Mr. Khan is a member of the American Institute of Certified Public Accountants as well as the New York State Society of Certified Public Accountants.

Cheng (Eddy) Zhang

Cheng (Eddy) Zhang, CPA, has earned a reputation as a highly talented financial professional. He brings a broad international background and multilingual communication skills to deliver excellent results for our diverse client base. His progressive accounting experience and decisive leadership capacity has led to continued client success and the flawless handling of complex audit engagements. Adept at utilizing software solutions to support financial efforts (including MS Office, QuickBooks, and various real estate software), Mr. Zhang consistently delivers top-tier service.

Since 2013, Mr. Zhang has excelled managing C&K's accounting staff, at the same time handling all aspects of tax preparation, auditing management, attest services, estimates, and more. To improve the client experience, he created unique audit applications for C&K. They have delivered greater visibility into audit processes and improved clarity to assist in decision making.

Mr. Zhang's strong training and academic credentials, as well as his continued involvement in professional organizations, has bolstered his professional successes. He is a Certified Public Accountant, and he is an active member of both the American Institute of Certified Public Accountants and the New York State Society of Certified Public Accountants.

REPRESENTATIVE CLIENT LIST

- 1 Vernon Jackson Condominium
- 101 Lafayette Plaza Corp.
- 101 Wall Street Condominium
- 102-30 Queens Blvd. Corp.
- 108 Fifth Avenue Condominium
- 108th Street Forest Hills Corp.
- 109 Tenants Corp & Subsidiary
- 109-18 Lefferts Condominium
- 109-23 Owners Corp.
- 11 East 92nd Street Tenants Corp.
- 110 West 127th Street Condominium
- 112-114 East 98th Street HDFC
- 115 Mercer Street Condominium
- 116 Hudson Street Condominium
- 118 Sullivan St. Corp.
- 12 East 88th Street Condominium
- 120 East 83rd Street Owners Corp.
- 120 Gramercy Hill Condominium
- 12-14 East 64th Owners Corp.
- 1311 Pacific Street Condominium
- 136-16 35th Avenue Condominium
- 13912 Owners Corp.
- 140 East Second Owners Corp.
- 140-65 Beech Avenue Owners Corp.
- 141-30 84th Road Apt Owners Corp.
- 141-60 84th Road Realty Corp.
- 144-70 41st Owners, Inc.
- 145 West 79th Street Owners Corp.
- 145-147 West 105 Street HDFC
- 147-37 Roosevelt Condominium
- 149-05 Owners Corp.
- 15 West 17th Street Condominium
- 1570 West 10th Street Condominium
- 1710 Owners Corp.
- 18 Orchard Street Condominium
- 187 Gates Avenue Condominium
- 189 Quincy Street Condominium
- 19 Hausman Street Condominium HOA
- 194 Bleecker Owners Corp.
- 204 Forsyth Street Condominium
- 208 Delancey Condominium
- 21 Powers Street Condominium
- 211 East 51st Street Condominium
- 218-220 Owners Corp.
- 222 Smith Street Owners, Inc.
- 230 Riverside Condominium
- 2338 Fredrick Douglas Blvd.
- 2342 Eighth Avenue
- 237 East 88th Street Condominium
- 239 E 73 St LLC
- 240 Central Avenue Owners, Inc.
- 241 E 73 St LLC
- 24-42 Bennett Avenue Corp.
- 2460 7th Avenue HDFC
- 25 Burns Street Gardens, Inc.
- 25/55 Corp.
- 250 North Village Owners, Corp.
- 252 West 20th Tenants Corp.
- 267-269 8th Street Condominium
- 274 Prospect Park Homeowners Assoc.
- 280 Guy Lombardo Avenue Owners
- 288 Water Street Condominium
- 31-08 Condominium
- 31-14 Owners Corp.
- 31-19 37th Avenue Condominium
- 316 West 22nd Street Associates Corp.

- 326 East 30th Street Owners, Inc.
- 337 East 62nd Condos
- 341 W 88S LLC
- 34-44 82nd Street Condominium
- 345 Carroll Street Condominium
- 348 Sackett Condominium Association
- 35-21 79th St. Tenants Corp.
- 35-24 Owners Corp.
- 35-34 84th Owners, Inc.
- 35-45 81st Street Owners Corp.
- 37-20 87th Street (Monticello 87 Inc)
- 37-27 Properties Ltd.
- 38 Astoria Owners Corp.
- 397 Flatbush Corp.
- 4 East Housing Corp.
- 400 East 17th Street Corp.
- 400 West 58th Street Owners Corp.
- 40-12 / 16 73rd Street Owners Corp.
- 40-18 Hampton Street Owners Corp.
- 41-08 43rd Street Owners Corp.
- 41-15 44th Street Owners Corp.
- 41-21 Condominium Association
- 41-31 Cooperative Owners
- 41-36/38 Burroughs Pl. Condominium
- 41-50 78th Street Corp.
- 41st Avenue Owners Corp.
- 421 West 22nd Street Condominium
- 425 East 78th Street Owners Corp.
- 4315-4333 46th Street Apartment Corp.
- 43-42 45th Street Owners Corporation
- 436 East 11th Street Condo.
- 44-15 Purves Condominium
- 44th Drive Condominium
- 450 Warren Condominium
- 47-20 Owners Corp.
- 473 United HDFC
- 475 Greenwich Street Condominium
- 47th Avenue Manor, Inc.
- 487 6th Avenue Owners Corp.
- 50-21 Owners Ltd.
- 505 E. 82nd St. Owners, Inc.
- 50th Street Owners Corp.
- 513-517 West 135th Street HDFC
- 517-19 West 144th Street HDFC
- 52 Lispenard Street Condominium LLC
- 548 Lafayette Avenue Condo
- 57 Himrod Street Condominium
- 571 Warren Street HDFC
- 57-63 Greene Street Condominium
- 61 Irving Place Corporation
- 63-61 99th Street Owners Corp.
- 63-84 Saunders Owners Corp.
- 63-95 Austin Owners Corporation
- 64-00 Saunders Owners Corp.
- 65 West 95th Owners Corp.
- 651 Coney Island Condominium, Inc.
- 67-30 Clyde Apartments, Inc.
- 7 Essex Street Condominium
- 7 Gramercy Park Condominium
- 710 Riverside Drive Condominium
- 715-723 Sixth Avenue Owners Corp
- 7210 Owners Corp.
- 754-768 Brady Avenue Owners Corp.
- 78-06 Owners Corp.
- 81-05 Tenants, LTD.
- 8344 Homes Corp.
- 839 Tilden Street HDFC
- 84 Drive Homes, Inc.
- 84 Equities Inc.
- 856 Washington Avenue Condominium
- 87-01 Midland Parkway Realty Corp.
- 87-10 51st Avenue Owners Corp.
- 925 Pacific Street Condominium
- 932 President Street Condominium

- 935 Pacific Street Condominium
- 957 Pacific Street Condominium
- 9611 Owners Corp.
- Ainslie Grand Condominium
- Alexander Condominium
- Art House Condominium
- Asa Lofts, Inc.
- Astoria 33 Condominium
- Astoria Windsor Condominium
- Bainbridge Mews Condominium
- Barclay Townhouses at Merrick II Owners Corp.
- Baybridge At Bayside Condo. I
- Baydale Tenants Corp.
- Belle Beach Housing Corp.
- Berkley Cooperative Towers Sec. II
- Beverly House Company
- Bishop's Building
- Bleridge Condominium
- Block Hall Condominium
- Boulevard Tenants Corp.
- Bowery-Bleecker Condominium
- Breton Hills Condo. Assoc.
- Brick House Condominium
- Bridge Harbor Heights Condominium I
- Bridge Harbor Heights Condominium II
- Broadwood Acres Tenants Corp.
- Bryant Park South Condominium
- Cambridge 41-42 Owners Corp.
- Cambridge Mews Condominium
- Cameo Plaza Condominium
- Carmil Apts, Inc.
- Carol House Apartments Inc.
- Carriage Townhouse HOA, Inc.
- Century Condominium
- Chateau Owners Corp.
- Chatham Green Management Corp.
- Chatham Green, Inc. And Subsidiary
- Chittenden House, Inc
- Clinton Commons HDFC
- Clinton Lofts Condominium
- Cloverdale Owners Corp.
- Columbus Townhouse I Condominium
- Country Pointe Woods at Smithtown
- Crestwood Apartment Owners Corp.
- Cross Bay Cooperative Corp.
- Cryder Point Owners Corp.
- Dartmouth Tenants LTD.
- Dorado House Flushing Condominium
- Dutchgate Condo I
- Dutchgate Condo II
- Dutchgate Condo III
- Dutchgate HOA
- East 105 Chani Condominium
- East Hill Condominiums
- East West Tower Condominium
- Edge Condominium
- Essex House, LLC
- Floral Park Owners, Inc
- Forest Hills South Owners, Inc.
- Forest Park Condominium
- Forhills Owners Corp.
- Fort Apt. Corp.
- Frost House Apartment Corp.
- Garden Bay Manor Condominium
- Garfield Building Condominium
- Garfield North Tenants Corp.
- Gentry Apartments, Inc.
- Georgian House Owners Corp.
- Gerard Owners Corp.
- Gleam Tower Condominium
- Great Neck Horizon House, Inc.
- Grosvenor Manor Owners Corp.
- Grove House Inc. & Subsidiary

- Haddon Hall Condo
- Hallets Cove Condominium
- Hamilton Heights Community HDFC
- Hancock House Condominium Assoc.
- Harbour Pointe at Arverne by the Sea Homeowners Association V, Inc.
- Hicks-Stryker Apartment Corporation
- Highview Condominium II
- Hunter Gardens Owners, Inc.
- Jackson Terrace Condominium
- Jefferson Arms HDFC
- Kent Victoria Apartments, Inc
- Kew Gardens Town House Condo.
- Kew Manor Owners Corporation
- Kwok Wah House Condominium
- Laurel Hill Manor, Inc.
- La Villa Pa-Shan Condominium
- Lawn Terrace Owners Corp.
- Le Cantaloo Condominium
- Leewood at Long Beach Condominium
- Le Havre Owners Corp.
- Lenox Arms Cooperative, Inc.
- Lincoln Spencer Apartments, Inc
- Loft 14 Condominium
- Louis Philippe Condominium
- Madison Square Condominium
- Meadow Apartments Corp.
- Meadowlark Gardens Owners, Inc.
- Mitchell Gardens No. 2 Cooperative
- Montclair Gardens, Inc
- North River Apartment Corp.
- Number 5 Condominium
- Ocean Villas Homeowners Association, Inc.
- Old Warren Road House, Inc.
- Olinville Cooperative Corp.
- One Avenue B Condominiums
- One First Place Owners Corp.
- One Hunters Point Condominium
- One Murray Park Condominium
- One Sixteen Condominium
- Oxford 41-41 Owners Corporation
- Park Circle Condominium
- Park Lane South Condominium
- Plaza 21 Condominium
- Plymouth Hall Condominium
- Queens Plaza Condominium
- Queensview, Inc.
- Raleigh House, Inc.
- Regency Plaza Condominium
- Rhoda Apartments Corp.
- Saunders Apartments, Inc.
- Saxony Towers Realty Corp.
- Seabreeze Tower 250 Owners Corp.
- Sherry Plaza Apt Corp.
- Sherwood Village Owners Corporation
- Shore Terrace Cooperative Inc.
- Shoreview Cooperative Apartments, Inc.
- Site 14 Apartment Corporation
- Smith Street Gardens, Inc.
- St. Johns Residences Condominium
- Stratford Hall Condominium
- Sun House Condominium
- Sunnyside Towers Owners Corp.
- Surfair Equities, Inc.
- Surrey-Strathmore Owners, Inc.
- Sycamore Owners Corp.
- Talbot Gardens Condominium
- Tee-Lex Operating, Inc
- The 108-110 Duane Street Condo.
- The 129 Condominium
- The 196 Scholes Street Condominium
- The 231 Norman Avenue Condo.

- The 237 & 247 West 115th St Condo.
- The 270 Greene Avenue Condominium
- The 29 Colony Holding Corp.
- The 29 Colony-Astoria Realty Corp.
- The 37-14 34th Street Condominium
- The 392 Dean Condominium
- The 435 East 117th Street Condo
- The 48-21 Fifth Street Condominium
- The 488 4th Avenue Condominium
- The 585 Union Avenue Condominium
- The 60 Greene Condominium
- The 668 Halsey Street Condominium
- The 72-34 Austin Condominium
- The 8 Greene Street Condominium
- The Arches at Cobble Hill Condo
- The Barcelona Condominium
- The Beach House Condo
- The Claridge Owners, Inc.
- The Colony 29 Condominium
- The Copper Hill Condominium
- The County Seat Condominium
- The Drake Tenants Corp.
- The Elbertson Condominium
- The Flower House Condominium
- The Fordham Terrace Apartment Corp.
- The Forward Condominium
- The Foundry at Hunter Point Condo.
- The Indigo Condominium
- The Jefferson Apartments, Inc.
- The Kimberlee Condominium
- The Lafayette Apartments, Inc.
- The Landings at Fresh Creek Condominium I
- The Latitude Riverdale Condominium
- The Lookout Hill Condominium
- The Mascot Flats HDFC
- The Meridian Condominium
- The Murano Condominium
- The Nexus Condominium
- The New Theatre Condominium
- The Palm Tree Condominium
- The Pinnacle Condominium
- The Poseidon Condominium
- The Rowan Condominium
- The Sherwood Condominium
- The Slate Condominium
- The Sohmer Piano Building Condo.
- The Stanton Condominium
- The Vidro (Condo)
- The Walton Condominium
- The Waterbridge 47 Condominium
- The Westcott Condominium
- The Wingate Condominium
- Thorton-Burns Owners, Inc.
- Tompkins Park Mansion Owners, LTD.
- Tyler Towers Owners Corp.
- Union Gardens Cooperative, Section I
- Vere Condominium
- Vietor Avenue Associates, Inc.
- Wade-Hampton Apartments, Inc.
- Wakefield Owners Corp.
- Warren Lofts Condominium
- Wendell Terrace Owners Corp.
- Wetherole Plaza Condominium
- White Oak at Queens Centre Condo.
- Woodhaven Plaza
- Woodhaven Tower Condominium
- Yorkville 87 Housing Corp.

EXHIBIT N

INSURANCE LETTER

GROUP®

INSURANCE | BENEFITS | HR SOLUTIONS

The Hilb Group of New Jersey
101 Eisenhower Parkway
Roseland, NJ 07068

October 1, 2025

To Whom It May Concern:

Re: Insurance Summary – **308 WEST 133RD STREET CONDOMINIUM**

Hilb Group, as insurance broker for the insured, provides the following summary of insurance coverage in place for the above-referenced property. The schedule reflects coverages, limits, and estimated annual premiums for a $15,890,000 total insurable value (TIV), Modified Fire Resistive, 11-story, 52,000 sq. ft. building located in Upper Manhattan.

PROPERTY INSURANCE

- Building & Boiler/Machinery: $15,000,000
- Cause of Loss: Special Form (All Risk)
- Agreed Value / Replacement Cost: Included
- Deductible: $10,000
- Building Contents: $0,000 / $5,000 deductible
- Building Ordinance Coverage: Included (Demolition & Increased Cost of Construction)
- Business Income / Extra Expense: Actual Loss Sustained up to 12 months
- Flood: $1,000,000 / $25,000 deductible
- Earthquake: $1,000,000 / $100,000 deductible
- Elevator Collision: Included

Estimated Premium (Property Package): $35,000

GENERAL LIABILITY INSURANCE

- Each Occurrence (BI/PD): $1,000,000
- General Aggregate: $2,000,000
- Personal Injury: $1,000,000
- Employee Benefits Liability: $1,000,000 / $1,000 deductible
- Water Damage Legal Liability: Included
- Non-Owned / Hired Auto: $1,000,000 / $2,500 deductible
- Lead / Mold: Limited

Estimated Premium (GL & related): $15,500

UMBRELLA LIABILITY INSURANCE

- Limit: $25,000,000 (excess over General Liability)
- Lead / Mold Exclusions: Follow form

Estimated Premium (Umbrella): $36,000

DIRECTORS & OFFICERS LIABILITY

- Limit: $1,000,000
- Deductible: $5,000
- Managing Agents Rider: Included

Estimated Premium (D&O): $6,000

CRIME INSURANCE

- Employee Dishonesty: $100,000 / $5,000 deductible
- Managing Agents Rider: Included

Estimated Premium (Crime): $900

ESTIMATED ANNUAL PREMIUM (ALL COVERAGES)

Total: $93,400

This summary is provided for informational purposes only and does not amend, extend, or alter the coverage provided by the actual policies. The values outlined in the proposal were supplied to Hilb by the client. The Hilb Group makes no representations to the accuracy of the building values. Terms, conditions, exclusions, and endorsements apply as set forth in the policies issued.

Sincerely,

Howard G. Sweetwood
Specialty Risk Advisor
The Hilb Group
E: hsweetwood@hilbgroup.com
C: (201) 478-9015

EXHIBIT O

ATTORNEY INCOME TAX OPINION

SCHWARTZ SLADKUS REICH GREENBERG ATLAS LLP

Jeffrey M. Schwartz – Direct: (212) 743-7018 – jschwartz@ssrga.com

January 21, 2026

Harlem 133 Owner, LLC
405 Lexington Avenue
New York, New York 10174

Re: 133 West 83rd Street Condominium (the "Condominium")
Premises: 308 West 133rd Street, New York, New York

Ladies and Gentlemen:

You have requested our opinion concerning (i) the deductibility, for Federal, New York State and New York City income tax purposes, of mortgage interest and real estate taxes paid by residents of New York who purchase the Residential Units for residential use pursuant to the above-referenced Condominium Offering Plan (the "Plan"), and (ii) the qualification of the Condominium as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"). This opinion does not address the tax consequences of the ownership of Residential Units by corporations, other entities or foreign persons. Furthermore, this opinion does not address the tax consequences (i) of ownership of the Unsold Residential Units, any Residential Unit that is used for mixed residential/commercial purposes, or any Units other than the Residential Units (such as the Commercial Unit), or (ii) of any rebates or other payments that may be made, or benefits provided, to owners of Residential Units. Except where otherwise indicated, the terms used in this opinion have the same meanings as in the Plan.

BACKGROUND

Factual Matters/Plan Documents

In connection with rendering this opinion, we have reviewed the Plan and have examined the schedules, exhibits and documents accompanying the Plan, including the declaration establishing, and the By-Laws governing, the operations of the Condominium (the "Plan Documents"). We have also considered the relevant sections of the Code, the New York State Tax Law, the New York City Administrative Code, the regulations promulgated thereunder and such other materials as we deemed relevant.

Pursuant to the Plan, the purchaser of a Residential Unit will receive legal title in fee simple to his or her Residential Unit, coupled with ownership of an undivided interest in the appurtenant Common Elements held in common with other Unit Owners. Such purchaser will have the right to place an individual mortgage on his or her separate Residential Unit and will be liable to the local tax authority for the tax assessment with respect to his or her interest in the Property.

Assumptions

In rendering this opinion, we have assumed that the Plan is the document pursuant to which owners of the Residential Units will acquire their Residential Units and that the relevant facts are as set forth therein. More specifically, as discussed below, in considering whether the Condominium qualifies as a homeowners association, we have assumed that (i) the Residential Units are used by individuals for residential purposes, (ii) the actual gross income and expenditures of the Condominium will be as estimated for the Condominium's first year of operations, as set forth in Schedule B to the Plan, (iii) the Condominium otherwise operates in accordance with the terms of the Plan and the Plan Documents, and (iv) there are no changes in the facts and/or the relevant provisions of current law.

DEDUCTIBILITY OF REAL ESTATE TAXES AND MORTGAGE INTEREST

Federal Income Tax

Under the circumstances described, the Internal Revenue Service (the "IRS") has ruled that the owner of a residential condominium unit may deduct interest paid on his or her mortgage indebtedness and the real estate taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

Accordingly, it is our opinion that an owner of a Residential Unit who itemizes his or her deductions will be entitled under current law to deduct real estate taxes assessed against his or her Residential Unit and (assuming a cash basis taxpayer) paid to the local tax authority from his or her gross income for Federal income tax purposes, subject to (i) the applicable annual limitation[1] for state and local taxes, including income and real property taxes, as set forth in Section 164 of the Code (the "SALT Limitation"), as described in the next paragraph, and (ii) an overall limitation on itemized deductions as set forth in Section 68 of the Code. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Owners of the Residential Units should consult with their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes.

The SALT Limitation for 2025 is $40,000, increases to 101% of the prior year's limitation in 2026, 2027, 2028 and 2029, and is reduced to $10,000 for 2030 and beyond. Each applicable amount is halved in the case of a married individual filing a separate return. Further, there is step down of the applicable amount (not below $10,000, or $5,000 in the case of a married individual filing a separate return) for taxpayers with a modified adjusted gross income[2] in excess of $500,000 (for 2025, and increased to 101% of the prior year's threshold in 2026, 2027, 2028 and 2029). This threshold is also halved in the case of a married individual filing a separate return. The step down is calculated at 30% of the excess over the threshold.

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1 References in this opinion to annual limitations assume that the taxpayer files on a calendar year basis.

2 For purposes of the step down, modified adjusted gross income means adjusted gross income increased by the amount excluded from gross income under Code Sections 911, 931, or 933.

A taxpayer generally is entitled to a deduction for Federal income tax purposes for interest paid with respect to a principal and one secondary residence (a "qualified residence") to the extent that the interest is attributable to indebtedness which is secured by the qualified residence and which (i) is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt) ("acquisition indebtedness"), up to a maximum of $1,000,000 for any period ($500,000 in the case of a married individual filing a separate return) (which amounts, pursuant to the Tax Cuts and Jobs Act of 2017 are reduced to $750,000 and $375,000 for taxable years beginning after December 31, 2017, and before January 1, 2026), or (ii) is any indebtedness other than acquisition indebtedness, up to the excess of the fair market value of any one qualified residence over the amount of acquisition indebtedness with respect to such residence ("home equity indebtedness"), but not to exceed $100,000 ($50,000 in the case of a married individual filing a separate return) in the aggregate for all qualified residences of the taxpayer in any period. Pursuant to the Tax Cuts and Jobs Act of 2017 for taxable years beginning after December 31, 2017, and before January 1, 2026, the deduction described in clause (ii) of the prior sentence is eliminated, with some allowance for indebtedness incurred on or before December 15, 2017.

Accordingly, it is our opinion that an owner of a Residential Unit who itemizes deductions and uses his or her Residential Unit as a qualified residence will be entitled under current law to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as set forth in Section 68 of the Code, interest paid (assuming a cash basis taxpayer) by him or her on (i) acquisition indebtedness incurred with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) ($750,000 and $375,000 for taxable years beginning after December 31, 2017, and before January 1, 2026) and (ii) (other than for taxable years beginning after December 31, 2017, and before January 1, 2026) home equity indebtedness with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules and limitations to them, as well as regarding the deductibility of interest with respect to their Residential Units for Federal alternative minimum tax purposes (which at present is subject to rules different than those described above for regular tax purposes). In addition, owners of Residential Units should consult with their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and on the overall limitation on the allowance of itemized deductions.

New York State and City Income Tax

Each owner of a Residential Unit who uses his or her Residential Unit as a residence will generally be entitled to the same deduction for mortgage interest and real estate taxes paid or accrued with respect to his or her Residential Unit for New York State and New York City income tax purposes

as is allowed for Federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as interest and real estate tax deductions, are subject to reduction by as much as 50% in the case of individuals having income exceeding certain prescribed levels. Furthermore, purchasers should consult with their tax advisers to determine the application, if any, of the New York State and New York City minimum taxes to the deduction for mortgage interest and real estate taxes with respect to their Residential Units.

Exemption

With respect to the real property taxes payable by a Residential Unit Owner that gives rise to an entitlement to a deduction, section 458 of the Real Property Tax Law of the State of New York provides that certain Residential Unit Owners who are veterans of the United States armed forces, or certain relatives of such veterans, may be entitled to exemptions with respect to part of such real property taxes otherwise assessed against their Residential Units.

QUALIFICATION AS A HOMEOWNERS ASSOCIATION

Application of Section 528 of the Code

It is our opinion that under present circumstances the Board of Managers will not be eligible to elect to be exempt from Federal income tax on Common Charges collected from the Unit Owners pursuant to Code Section 528, an exemption that would exist for a condominium association that qualifies as a "homeowners association" under such Section.

To qualify as a homeowners association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least 60% of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) 90% or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must elect to be treated as a homeowners association, and (6) at least 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation § 1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible, therefore, that, if the Condominium does not qualify in one year, it may nevertheless qualify in one or more future years.

Based on the information contained in Schedule A to the Plan, the square footage allocated to the Commercial Units exceeds fifteen (15%) percent of the total square footage of all Units. Accordingly, the Condominium cannot qualify as a homeowners association.

Alternatives to Section 528 of the Code

Absent the application of Code Section 528, the present state of federal law is unclear as to the precise tax status of the Condominium. An entity classification regime was adopted in regulations issued by the United States Treasury Department on December 17, 1996 and there is no authority addressing the application of those entity classification regulations to condominiums. Because the By-Laws of the Condominium provide that the Condominium Board, the Residential Board and the Commercial Board (the "Boards") will each act as the agent of the Unit Owners represented by each such Board, the Condominium Board may take the position that the Condominium is not a separate entity and accordingly is not subject to the classification regime. In such case, the Unit Owners would, in the aggregate, include in their gross income and be taxed on all income earned by the Condominium (which income may include interest or similar income earned from interim investments of the amounts assessed and collected from the Unit Owners), reduced by the expenses incurred in earning such income. For this purpose, the Common Charges would not be considered income earned by the Condominium through the Board collecting such charges. If, however, the Condominium is considered a separate entity it is unclear whether the Condominium would be taxable as a corporation or treated as a partnership for Federal income tax purposes. If the Condominium is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to Federal corporate income tax. If the Condominium is treated as a partnership, the partnership would not be subject to an entity level tax, the items of income and deduction of the partnership would generally be passed through to the Unit Owners in accordance with the provisions of Subchapter K of the Code, and the partnership would be required to file information returns.

Status for New York State and New York City Tax Purposes

The precise tax status of the Condominium for New York State and New York City tax purposes is also unclear. The relevant New York State and New York City laws incorporate by reference federal entity classification provisions which, as discussed above, do not specifically address the treatment of condominiums. If the Condominium is properly treated as a separate entity that is an association taxable as a corporation for Federal income tax purposes, it appears likely that the Condominium would be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium does not constitute an association that is taxable as a corporation for Federal income tax purposes, it is still possible, although not certain, that the Condominium might be subject to the New York State Franchise Tax. Further, in such event, it likely would be subject to the New York City Unincorporated Business Tax, unless the Condominium was eligible for and elected treatment under Code Section 528 as a homeowner's association.

Purchasers should be advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes. Purchasers should not rely on any representations in Plan addressing taxes without first consulting a tax expert.

Harlem 133 Owner, LLC
January 21, 2026

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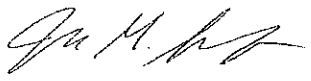
We express no views as to any Federal, New York State or New York City tax consequences other than those explicitly discussed in this opinion, or as to the tax status or tax consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. Moreover, this opinion, while based on existing rules of law applied to the facts and documents referred to above, is not binding on the IRS or any court. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will the Sponsor, Schwartz Sladkus Reich Greenberg Atlas LLP, the Boards, the Selling Agent or any other person be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or IRS rulings on which we have relied which cause the owners of Residential Units not to be entitled to the income tax deductions described herein, or which would affect the tax treatment of the Condominium as described herein.

This opinion was written to support the promotion or marketing of the transaction(s) or matter(s) addressed in this opinion. Each purchaser should seek advice based on his or her particular circumstances from an independent tax advisor.

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

Very truly yours,

SCHWARTZ SLADKUS REICH
GREENBERG ATLAS LLP

By: 

Name: Jeffrey M. Schwartz
Title: Partner

SCHWARTZ
SLADKUS
REICH
GREENBERG
ATLAS LLP

EXHIBIT P

FIRST AMENDMENT TO THE DECLARATION

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM AND BY-LAWS

Premises known as

THE 308 WEST 133RD STREET CONDOMINIUM
308 West 133rd Street
New York, New York

Pursuant to Article 9-B of the Real Property Law of the State of New York

Name: **THE 308 WEST 133RD STREET CONDOMINIUM**

Date of Amendment: **November_____, 2025**

Prepared by:
Astra M. Tudisco, Esq.
Schwartz Sladkus Reich Greenberg Atlas, LLP
444 Madison Avenue
New York, New York 10022

Condominium No. ____

The land affected by the within instrument lies in

Block: 1958
Lots: 1101-1147

on the Tax Map of the New York County and State of New York

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
AND BY-LAWS

THE 308 WEST 133RD STREET CONDOMINIUM

The Board of Managers of the 308 WEST 133RD STREET CONDOMINIUM, an unincorporated association organized and existing under Article 9-B of the New York State Real Property Law and having an address at 308 West 133rd Street, New York, New York does hereby declare as follows:

This is the First Amendment (the "Amendment") to the Declaration of Condominium establishing a plan of condominium ownership of the building and the land upon which the building is erected comprising the 308 West 133rd Street Condominium pursuant to Article 9-B of the New York State Real Property Law dated January 16, 2019 and recorded on May 10, 2019 in the office of the New York County Clerk as CRFN: 2019000150337.

1. This Amendment is filed in order to memorialize the change to the Condominium Declaration ("Declaration") and by-laws (the "By-laws"), which was approved by more than sixty-seven (67%) percent of the Unit Owners by written consent on or before July 25, 2025, adopting the following:

The Unit Owners desire that the Declaration and the By-Laws be amended to provide that "Harlem 133 Owner, LLC" shall be the successor Declarant under the Declaration, as amended, to provide the successor Declarant with the rights and powers of the prior declarant .

2. The By-laws and the Declaration are incorporated herein by reference with the same force and effect as if set forth at length herein. Except as amended hereby, all other terms and provisions of the By-laws and Declaration are hereby ratified and confirmed and shall remain in full force and effect.

3. The provision of this Amendment to the Declaration shall be perpetual and construed to be covenants running with the Land and every part thereof and interest therein, and all provisions hereof shall be binding upon and inure to the benefit of the owner of all or any part of the Property or any interest therein, and his heirs, executors, administrators legal representatives, successors and assigns.

4. If any provision of this Amendment shall in any way be held by a Court of competent jurisdiction to conflict with the laws of the State of New York, then such laws shall be deemed controlling, such provision shall be deemed of no force and effect and the validity, force and effect of the remainder of this Amendment shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to the Declaration executed as of the ____ day of October 2025.

THE BOARD OF MANAGERS OF
THE 308 WEST 133RD STREET
CONDOMINIUM

By:_____
Name:
Title: President

New Declarant:
Harlem 133 Owner, LLC

By:_____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the ___ day of July in the year 2025 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 tome that he/she/they executed the same in his/her/their capacity(ies) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT Q

FINCEN

Financial Crimes Enforcement Network
U.S. Department of the Treasury

Washington, D.C. 20220

GEOGRAPHIC TARGETING ORDER

The Director of the Financial Crimes Enforcement Network (FinCEN) hereby issues a Geographic Targeting Order (Order) requiring TITLE INSURANCE COMPANY to collect and report information about the persons involved in certain residential real estate transactions, as further described in this Order.

I. AUTHORITY

If the Director of FinCEN finds that reasonable grounds exist for concluding that additional recordkeeping and reporting requirements are necessary to carry out the purposes of the Bank Secrecy Act (BSA) or to prevent evasions thereof, the Director may issue an order that imposes such requirements on any domestic financial institution or nonfinancial trade or business or group of domestic financial institutions or nonfinancial trades or businesses in a geographic area. *See* 31 U.S.C. § 5326(a); 31 C.F.R. § 1010.370; Treasury Order 180-01. Pursuant to this authority, the Director of FinCEN hereby finds that reasonable grounds exist for concluding that the additional recordkeeping and reporting requirements described below are necessary to carry out the purposes of the BSA or prevent evasions thereof.[1]

II. ADDITIONAL RECORDKEEPING AND REPORTING REQUIREMENTS

A. Business and Transactions Covered by This Order

1. For purposes of this Order, the "Covered Business" means TITLE INSURANCE COMPANY and any of its subsidiaries and agents.

2. For purposes of this Order, a "Covered Transaction" means a transaction in which:

   i. Residential real property is purchased by a Legal Entity (as this term is defined in Section III.A of this Order);

   ii. The purchase price of the residential real property is in the amount of $50,000 or more in the City or County of Baltimore in Maryland, or in the amount of $300,000 or more in any of the following areas:

      (1) The California counties of Los Angeles, Santa Clara, San Diego, San Francisco, or San Mateo;

[1] The Bank Secrecy Act, as amended, is codified at 12 U.S.C. §§ 1829b, 1951-1960 and 31 U.S.C. §§ 5311-5314, 5316-5336. Regulations implementing the Bank Secrecy Act appear at 31 C.F.R. Chapter X.

(2) The Colorado counties of Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, or Summit;

(3) The Connecticut counties of Fairfield or Litchfield;

(4) The Florida counties of Broward, Charlotte, Collier, Hillsborough, Lee, Manatee, Miami-Dade, Palm Beach, Pasco, Pinellas, or Sarasota;

(5) The Hawaii counties of Hawaii, Kauai, Maui, or Honolulu, or the City of Honolulu;

(6) The Illinois county of Cook;

(7) The Maryland counties of Anne Arundel, Howard, Montgomery, or Prince George's;

(8) The Massachusetts counties of Bristol, Essex, Middlesex, Norfolk, Plymouth, or Suffolk;

(9) The Nevada county of Clark;

(10) The Boroughs of Bronx, Brooklyn, Manhattan, Queens, or Staten Island in New York City, New York;

(11) The Texas counties of Bexar, Dallas, Harris, Montgomery, Tarrant, Travis, or Webb;

(12) The Virginia counties of Arlington or Fairfax, or the cities of Alexandria, Falls Church, or Fairfax;

(13) The Washington county of King; or

(14) The District of Columbia.

iii. Such purchase is made without a bank loan or other similar form of external financing by a financial institution that has both an obligation to maintain an anti-money laundering program and an obligation to report suspicious transactions under FinCEN regulations appearing in Chapter X of Title 31 of the Code of Federal Regulations.

iv. Such purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency.

B. <u>Reports Required to be Filed by the Covered Business</u>

1. If the Covered Business is involved in a Covered Transaction, then the Covered Business shall report the Covered Transaction to FinCEN by filing a FinCEN Currency

Transaction Report within 30 days of the closing of the Covered Transaction. Each Currency Transaction Report filed pursuant to this Order must be: (i) completed in accordance with the terms of this Order and the Currency Transaction Report instructions (when such terms conflict, the terms of this Order apply), and (ii) e-filed through the BSA E-Filing system.[2]

2. A Currency Transaction Report filed pursuant to this Order shall contain the information specified in this section II.B about the Covered Transaction (when completing Part I, a Covered Business should select the + field as necessary to allow for the reporting of multiple parties).

Part I

3. A Covered Business must include in Part I information about the identity of the individual primarily responsible for representing the Legal Entity by selecting Field 2, box b ("Person conducting transaction for another"). The Covered Business also must obtain and record a copy of this individual's driver's license, passport, or other similar identifying documentation. A description of such documentation must be provided in Field 20.

4. A Covered Business also must include in Part I information about the identity of the Legal Entity by selecting Field 2, box c ("Person on whose behalf transaction was conducted"), and also selecting the "If entity" check box.

5. A Covered Business also must include in Part I information about the identity of the Beneficial Owner(s) (as defined in Section III.A of this Order) of the Legal Entity by selecting Field 2, box c. The Covered Business must obtain and record a copy of the Beneficial Owner's driver's license, passport, or other similar identifying documentation. A description of such documentation must be provided in Field 20 of the form.

Part II

6. Part II shall contain information about the Covered Transaction as follows:

    i. Field 23: Date of closing of the Covered Transaction.

    ii. Field 25.z: Total purchase price of the Covered Transaction and the method of payment (leave Fields 25 a – i blank).

Part III

[2] In order to electronically file a Currency Transaction Report, a Covered Business will need a BSA E-Filing User account. To create a BSA E-Filing User account, please visit https://bsaefiling.fincen.treas.gov/Enroll_Now.html. For more information on E-Filing, please visit https://bsaefiling.fincen.treas.gov/ and review "About the BSA E-Filing System".

7. Part III shall contain information about the Covered Transaction as follows (when completing Part III, if the Covered Transaction involves the purchase of multiple properties, a Covered Business should select the + field as necessary to allow for the reporting of multiple property addresses):

   i. Fields 33-37: Address of real property involved in the Covered Transaction.

   ii. Field 41: Total purchase price of the real property listed in Fields 33-37. This should reflect the same purchase price as Field 25.z, except where multiple properties are purchased in the same Covered Transaction. When reporting a purchase of multiple properties in the same Covered Transaction, report total purchase price in Part II, Field 25.z, and price per property in Field 41 for each property.

Part IV

8. Part IV shall contain information about the Covered Business. The Covered Business shall ensure the term "REGTO0425" remains in Field 45 of Part IV.

III. GENERAL PROVISIONS

A. Additional Definitions

1. For purposes of this Order:

   i. "Beneficial Owner" means each individual who, directly or indirectly, owns 25% or more of the equity interests of the Legal Entity purchasing real property in the Covered Transaction.

   ii. "Legal Entity" means a corporation, limited liability company, partnership, or other similar business entity, whether formed under the laws of a state, or of the United States, or a foreign jurisdiction, other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Securities Exchange Commission (SEC) or a self-regulatory organization registered with the SEC, or an entity solely owned by such a business.

2. All terms used but not otherwise defined herein have the meaning set forth in 31 C.F.R. Chapter X.

B. Order Period

The terms of this Order for purchases in all counties covered by this Order are effective beginning April 15, 2025 and ending on October 9, 2025.

C. Retention of Records

The Covered Business must: (1) retain all records relating to compliance with this Order for a period of five years from the last day that this Order is effective (including any renewals of this

Order); (2) store such records in a manner accessible within a reasonable period of time; and (3) make such records available to FinCEN, or any other appropriate law enforcement or regulatory agency, upon request.

D. No Effect on Other Provisions of the Bank Secrecy Act

Nothing in this Order otherwise modifies or affects any provision of the regulations implementing the BSA to the extent not expressly stated herein.

E. Confidentiality

This Order and its terms are not confidential.

F. Compliance

The Covered Business must supervise, and is responsible for, compliance by each of its officers, directors, employees, and agents with the terms of this Order. The Covered Business must transmit this Order to each of its agents. The Covered Business must also transmit this Order to its Chief Executive Officer or other similarly acting manager.

G. Penalties for Noncompliance

The Covered Business, and any of its officers, directors, employees, and agents, may be liable, without limitation, for civil or criminal penalties for violating any of the terms of this Order.

H. Validity of Order

Any judicial determination that any provision of this Order is invalid shall not affect the validity of any other provision of this Order, and each other provision shall thereafter remain in full force and effect. A copy of this Order carries the full force and effect of an original signed Order.

I. Paperwork Reduction Act

The collection of information subject to the Paperwork Reduction Act contained in this Order has been approved by the Office of Management and Budget (OMB) and assigned OMB Control Number 1506-0056. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number.

J. Questions

All questions about the Order should be directed to www.fincen.gov/contact.

Dated: April 14, 2025

Andrea M. Gacki
Director
Financial Crimes Enforcement Network

EXHIBIT Q

FINCEN

Financial Crimes Enforcement Network
U.S. Department of the Treasury

Washington, D.C. 20220

Exceptive Relief from Requirement to Identify and Verify Beneficial Owners at Each Account Opening

FIN-2026-R001

Issue Date: February 13, 2026

By order, pursuant to 31 U.S.C. § 5318(a)(7) and 31 C.F.R. § 1010.970, the Financial Crimes Enforcement Network (FinCEN) is granting exceptive relief to covered financial institutions from the requirements set forth in 31 C.F.R. § 1010.230(b) to identify and verify the identities of beneficial owners of legal entity customers at each new account opening. Rather than having to identify and verify a legal entity customer's beneficial owners each time that customer opens an account, covered financial institutions may instead limit their identification and verification of the identities of beneficial owners under 31 C.F.R. § 1010.230(b) to the following circumstances: (1) when a legal entity customer first opens an account with a covered financial institution; (2) any time thereafter when the covered financial institution has knowledge of facts that would reasonably call into question the reliability of beneficial ownership information previously obtained about the legal entity customer; and (3) as needed based on a covered financial institution's risk-based procedures for conducting ongoing customer due diligence. Covered financial institutions must continue to comply with all other applicable anti-

money laundering/countering the financing of terrorism (AML/CFT) requirements under the Bank Secrecy Act (BSA) and its implementing regulations, including program, recordkeeping, and reporting requirements.[1]

Background

FinCEN issued customer due diligence requirements for covered financial institutions[2] in 2016 (collectively, the "2016 CDD Rule").[3] The 2016 CDD Rule was meant to address a deficiency in the U.S. AML/CFT regulatory regime: prior to the 2016 CDD Rule's May 11, 2018 applicability date, covered financial institution were not required to know the beneficial owners of their legal entity customers.[4] This deficiency "enable[d] criminals, kleptocrats, and others looking to hide ill-gotten proceeds to access the [U.S.] financial system anonymously."[5]

To deter such anonymous access, the 2016 CDD Rule required covered financial institutions to "[i]dentify the beneficial owner(s) of each legal entity customer" by obtaining from each such customer specified information about its beneficial owners, either via the certification form found at 31 C.F.R. § 1010.230 Appendix A, or by some other means, provided the individual providing the information certifies that the information is accurate.[6] Identification

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[1] The legislative framework generally referred to as the Bank Secrecy Act (BSA) consists of the Currency and Foreign Transactions Reporting Act of 1970, as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and other legislation. The BSA is codified at 12 U.S.C. §§ 1829b, 1951-1960; and 31 U.S.C. §§ 5311–5314, and 5316–5336, including notes thereto and implementing regulations codified at 31 C.F.R. chapter X.

[2] The phrase "covered financial institutions" is defined by reference at 31 C.F.R. § 1010.230(f).

[3] FinCEN, *Customer Due Diligence Requirements for Financial Institutions*, 81 FR 29398 (May 11, 2016).

[4] *Id.* at 29398. Complementary goals included "provid[ing] information that will assist law enforcement in financial investigations, help[ing] prevent evasion of targeted financial sanctions, improv[ing] the ability of financial institutions to assess risk, facilitat[ing] tax compliance, and advanc[ing] U.S. compliance with international standards and commitments." *Id.*

[5] *Id.*

[6] 31 C.F.R. § 1010.230(b)(1). For purposes of § 1010.230, a "beneficial owner" is (1) each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of a legal entity customer; and (2) a single individual with significant responsibility to control, manage, or direct a legal entity customer, including an executive officer or senior manager or any other individual who regularly performs similar functions. *See* 31 C.F.R. § 1010.230(d)(1), (2), with provisions for trusts

must occur "at the time a new account is opened."[7] FinCEN's regulations define the phrase "new account" to mean "each account opened at a covered financial institution by a legal entity customer on or after the applicability date."[8] FinCEN proposed and finalized this formulation to address strong opposition to retroactive application of the requirement to identify and verify beneficial owners.[9] Avoiding retroactive application was also consistent with the Customer Identification Program (CIP) Rule,[10] under which a "customer" is a person that "opens a new account" or an individual who "opens a new account" for specified others.[11]

In addition to requiring identification of beneficial owners of legal entity customers, the 2016 CDD Rule further required covered financial institutions to "[v]erify the identity of each beneficial owner identified to the covered financial institution, according to risk-based procedures to the extent reasonable and practicable."[12] For consistency with the CIP Rule, the 2016 CDD Rule allowed covered financial institutions to complete verification "within a reasonable time after [an] account is opened."[13]

Taking these 2016 CDD Rule requirements together, a covered financial institution must identify and verify a legal entity customer's beneficial owners each time that customer opens an account with the covered financial institution, regardless of how little time passes

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at 31 C.F.R. § 1010.230(d)(3). A "legal entity customer" is a "corporation, limited liability company, or other entity that is created by the filing of a public document with a Secretary of State or similar office, a general partnership, and any similar entity formed under the laws of a foreign jurisdiction that opens an account." 31 C.F.R. § 1010.230(e)(1). The information required about each beneficial owner is the individual's name, address, date of birth, and Social Security number (or other permitted identification number for non-U.S. persons).

[7] *Id.*

[8] 31 C.F.R. § 1010.230(g). An "account" is further defined for each type of covered financial institution at 1010.230(c).

[9] *See* 81 FR at 29404 ("In the NPRM, FinCEN proposed that the beneficial ownership requirement would apply only with respect to legal entity customers that open new accounts going forward from the date of implementation, noting that many commenters to the ANPRM viewed a retroactive requirement to obtain beneficial ownership information for all existing accounts as extremely burdensome.").

[10] *See, e.g.*, 31 C.F.R. § 1020.220(a) (customer identification program requirements for banks).

[11] 31 C.F.R. § 1020.100(b)(1).

[12] 31 C.F.R. § 1010.230(b)(2).

[13] 81 FR at 29408.

between account openings or whether the covered financial institution has knowledge of facts that would reasonably call into question the reliability of beneficial ownership information last obtained about the customer.

In the preamble to the 2016 CDD Rule, FinCEN asserted that a legal entity customer opening a new account with a covered financial institution presents "a relatively convenient and otherwise appropriate occasion to obtain current information regarding a customer's beneficial owners."[14] Some covered financial institutions and trade associations of covered financial institutions disagreed with that assessment at the time and have continued to argue that the requirement imposes burdens with no corresponding benefits to anti-money laundering efforts or other U.S. government priorities.[15] That view persists despite attempts by FinCEN to reduce burden. In 2018, for example, FinCEN issued public guidance explaining that covered financial institutions may refrain from obtaining a new beneficial ownership information certification form (or equivalent) each time a legal entity customer opens a new account provided certain conditions are met.[16] That same year, FinCEN granted exceptive relief to covered financial institutions from the requirements set forth in 31 C.F.R. § 1010.230(b) in specified

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[14] 81 FR at 29406.

[15] *See, e.g.*, Bank Policy Institute, *Comment on Beneficial Ownership Requirements for Legal Entity Customers*, Docket No. FINCEN—2019—0007; OMB No. 1506—0070 (Feb.28, 2020), pp. 4-5, available at https://bpi.com/wp-content/uploads/2020/03/BPI-Comment-Letter-on-FinCEN-PRA-Notice-to-Renew-Bene-Owner-Collection.pdf. ("The CDD rule requires covered financial institutions to reconfirm the beneficial owners of an existing customer each time that same customer opens an additional account . . . [I]n practice, this expectation is extremely burdensome for institutions that routinely open multiple accounts on the same day, or within a short period of time, for customers . . . The cost of reconfirming and recertifying ownership with each new account does not appear to come with any corresponding benefit . . .").

[16] *See* FinCEN, *Frequently Asked Questions Regarding Customer Due Diligence Requirements for Financial Institutions* (Apr. 3, 2018) (hereinafter "FinCEN CDD FAQs"), Response to Question 10, available at https://www.fincen.gov/sites/default/files/2018-04/FinCEN_Guidance_CDD_FAQ_FINAL_508_2.pdf. Rather than obtain a new beneficial ownership information certification form (or equivalent) each time a legal entity customer opens a new account, a covered financial institution may instead rely on beneficial ownership information the customer submitted to open previous accounts, provided the customer certifies or confirms that the information is still accurate and the financial institution has no knowledge of facts that would reasonably call into question the information's reliability. The covered financial institution must also maintain a record of the certification or confirmation the customer provided.

circumstances.[17] Separately, during the COVID-19 pandemic, FinCEN determined that federally insured depository institutions and federally insured credit unions would not generally be required to re-verify the beneficial ownership information for existing customers to which Paycheck Protection Program (PPP) loans were issued.[18] Reactions to those efforts, along with comments received in response to other regulatory initiatives,[19] have led FinCEN to consider providing broader relief.

On January 31, 2025, President Trump issued Executive Order (E.O.) 14192, *Unleashing Prosperity Through Deregulation.* The E.O. announced an Administration policy to "significantly reduce the private expenditures required to comply with Federal regulations to secure America's economic prosperity and national security and the highest possible quality of life for each citizen" and "alleviate unnecessary regulatory burdens placed on the American

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[17] The exceptive relief applies when a legal entity customer opens a new account as a result of any of the following: (1) a rollover of a certificate of deposit (CD); (2) a renewal, modification, or extension of a loan (*e.g.*, setting a later payoff date) that does not require underwriting review and approval; (3) a renewal, modification, or extension of a commercial line of credit or credit card account (e.g., a later payoff date is set) that does not require underwriting review and approval; or (4) a renewal of a safe deposit box rental. *See* FinCEN, *Exceptive Relief from Beneficial Ownership Requirements for Legal Entity Customers of Rollovers, Renewals, Modifications, and Extensions of Certain Accounts* (Sept. 7, 2018), available at: https://www.fincen.gov/system/files/administrative_ruling/2018-09-18/Permanent%20Exceptive%20Relief%20Extension%20of%20Compliance%20Date%20CDs_final%20508%202.pdf.

[18] *See* FinCEN, *The Financial Crimes Enforcement Network Provides Further Information to Financial Institutions in Response to the Coronavirus Disease 2019 (COVID-19) Pandemic* (Apr. 3, 2020), available at: https://www.fincen.gov/news/news-releases/financial-crimes-enforcement-network-provides-further-information-financial.

[19] *See, e.g.*, Institute of International Bankers, *Response to Review of Bank Secrecy Act Regulations and Guidance*, Docket Number FINCEN-2021-0008 (Feb. 14, 2022), p. 10, available at https://www.regulations.gov/comment/FINCEN-2021-0008-0115 ("The requirement under the CDD rule that financial institutions collect beneficial ownership information at each new account opening should be replaced with a risk-based approach . . . Many large corporate customers, for example, frequently open new accounts, which in turn require duplicative certifications of beneficial ownership information or confirmations that beneficial ownership has not changed. This exercise is burdensome for both financial institutions and their customers and results in an inefficient allocation of resources, while contributing little of value to financial institutions' AML efforts."). *See also* Institute of International Finance, *Response to Modernization of the US AML/CFT System – Request for Information* (Feb. 14, 2022), p. 4, available at https://www.regulations.gov/comment/FINCEN-2021-0008-0111. ("Lastly . . . we believe FinCEN should take the opportunity to address specific areas where requirements are duplicative and do not promote risk-based compliance. An example of this would include revising the Customer Due Diligence Rule ('CDD Rule') to be applied at a customer versus account level. Overall, the account-based trigger requirement within the CDD Rule can be redundant and excessively burdensome without adding risk management value.").

people."[20] As discussed below, FinCEN assesses that exceptive relief in this instance would be consistent with that policy and with the BSA's risk-based framework.

This exceptive relief is also part of FinCEN's obligations under the Corporate Transparency Act (CTA) to revise the 2016 CDD Rule.[21] FinCEN anticipates pursuing further changes to the 2016 CDD Rule through the rulemaking process, and this exceptive relief notice will help inform those efforts.

Basis of the Order

Within the context of this background, and based on available information, FinCEN assesses that relieving covered financial institutions of the obligation to identify and verify a legal entity customer's beneficial owners at each new account opening is unlikely to undermine the BSA's risk-based framework. Under the terms of this relief, covered financial institutions are still required to "establish and maintain written procedures that are reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in their anti-money laundering compliance program."[22] Those anti-money laundering compliance programs must still include appropriate procedures to, on a risk basis, maintain and update customer information, including beneficial ownership information, for ongoing due diligence of legal entity customers.[23] This may also include the need to collect and verify beneficial ownership information for existing legal entity customers upon certain risk-related triggers or

[20] 90 FR 9065.
[21] The CTA is Title LXIV of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021, Public Law 116-283 (Jan. 1, 2021) (the NDAA). Division F of the NDAA is the Anti-Money Laundering Act of 2020, which includes the CTA. Section 6403(d) of the CTA deals with 2016 CDD Rule revisions.
[22] 31 C.F.R. § 1010.230(a).
[23] *See, e.g.*, 31 C.F.R. § 1020.210(a)(2)(v)(B) (anti-money laundering programs for banks).

events, based on a covered financial institution's risk-based procedures.[24] Having identified and verified the identity of a legal entity customer's beneficial owners at initial account opening, the requirement to subsequently identify and verify a legal entity customer's beneficial owners at each new account may generate useful information beyond what those core obligations of the 2016 CDD Rule already reveal, but is increasingly inconsistent with FinCEN's risk-based approach and the Department of the Treasury's efforts to modernize the BSA.

However, this relief does not discourage covered financial institutions from exceeding minimum compliance requirements should doing so align with their risk profile and tolerance. This relief obviates the need for covered financial institutions to collect a legal entity customer's beneficial ownership information at each new account opening except, among other circumstances, as needed based on a covered financial institution's risk-based procedures for conducting ongoing customer due diligence. Therefore, notwithstanding the exceptive relief set forth below, a covered financial institution may elect to either establish or continue existing customer due diligence processes of identifying and verifying the identities of a legal entity customer's beneficial owners at each new account opening. The extent to which a covered financial institution avails itself of the exceptive relief provided below is within the discretion of the covered financial institution.

[24] *See* FinCEN CDD FAQs, Q. 14 (Response) ("Financial institutions are required to develop and implement risk-based procedures for conducting ongoing customer due diligence, including regular monitoring to identify and report suspicious activity and, on a risk basis, to maintain and update customer information. . . . As stated in response to Questions 13 and 16, the obligation to obtain or update information is triggered when, in the course of normal monitoring, a financial institution becomes aware of information about a customer or an account, including a possible change of beneficial ownership information, relevant to assessing or reassessing the customer's overall risk profile.")

Exceptive Relief

Pursuant to 31 U.S.C. § 5318(a)(7) and 31 C.F.R. § 1010.970, the Secretary may "prescribe an appropriate exemption" from the requirements of the BSA and its implementing regulations. This authority has been delegated to the Director of FinCEN.[25] Such exceptions may be made by written order or authorization, may be either conditional or unconditional, and may apply to particular persons or classes of persons. Exceptions may be revoked at FinCEN's discretion.

For the reasons discussed above, through this order, FinCEN is granting exceptive relief to covered financial institutions from the requirements set forth in 31 C.F.R. § 1010.230(b) to identify and verify the identities of beneficial owners of legal entity customers at each new account opening. A covered financial institution may instead limit its identification and verification of the identities of beneficial owners under 31 C.F.R. § 1010.230 to the following scenarios: (1) when a legal entity customer first opens an account with a covered financial institution, (2) any time thereafter when the covered financial institution has knowledge of facts that would reasonably call into question the reliability of beneficial ownership information previously obtained about the legal entity customer, and (3) as needed based on a covered financial institution's risk-based procedures for conducting ongoing customer due diligence.

When scenario (3) arises—that is, when a covered financial institution determines, based on its risk-based procedures for conducting ongoing customer due diligence, that it needs to identify and verify the identity of the beneficial owner(s) of a legal entity customer—the covered financial institution may rely on beneficial ownership information previously obtained in

[25] Pursuant to Treasury Order 180–01 (Jan. 14, 2020), the authority of the Secretary to administer the BSA, including, but not limited to, 31 U.S.C. § 5318, has been delegated to the Director of FinCEN.

accordance with 31 C.F.R. § 1010.230(b)(1), provided the customer certifies or confirms (verbally or in writing) that such information is up-to-date and accurate. The covered financial institution must maintain a record of such certification or confirmation, including for both verbal and written confirmations by the customer. If a customer is unable to certify or confirm that previously obtained beneficial ownership information is up-to-date and accurate, or if the covered financial institution has knowledge of facts that would reasonably call into question the reliability of beneficial ownership information previously obtained about the legal entity customer, the covered financial institution must identify and verify the identities of the beneficial owners of the legal entity customer in accordance with 31 C.F.R. § 1010.230.

Nothing in this exceptive relief affects the exemptions and limitations on exemptions provided at 31 C.F.R. § 1010.230(h).

Notwithstanding this exceptive relief, covered financial institutions must comply with all other applicable AML/CFT requirements under the BSA, including the obligation to conduct ongoing monitoring to identify and report suspicious transactions and, on a risk basis, to maintain and update customer information.

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For questions concerning this order, please contact FinCEN's Regulatory Support Section by submitting an inquiry at www.fincen.gov/contact.