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

570 BROOME CONDOMINIUM

570 Broome Street
New York, New York 10013

54 Residential Units	$148,870,000
1 Commercial Unit	$ N/A
14 Storage Spaces Licenses	$ 325,000
TOTAL OFFERING	**$149,195,000**

SPONSOR

SOHO BROOME CONDOS LLC
136 North 10th Street, 2nd Floor
Brooklyn, New York 11249

SELLING AGENT

STRIBLING MARKETING ASSOCIATES LLC
924 Madison Avenue
New York, New York 10021

SPONSOR'S ATTORNEY

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

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

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

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

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

TABLE OF CONTENTS
PART I

		Page
	SPECIAL RISKS	iii
I.	INTRODUCTION	1
II.	DEFINITIONS	15
III.	DESCRIPTION OF PROPERTY AND IMPROVEMENTS	20
IV.	LOCATION AND AREA INFORMATION	27
V.	SCHEDULE A	30
VI.	SCHEDULE B	36
VII.	SCHEDULE B-1	47
VIII.	COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-I	54
IX.	COMMERCIAL UNIT/STORAGE SPACES	55
X.	CHANGES IN PRICES OF UNITS	60
XI.	INTERIM LEASES	61
XII.	PROCEDURE TO PURCHASE	61
XIII.	FINANCING FOR QUALIFIED PURCHASERS	68
XIV.	EFFECTIVE DATE OF THE PLAN	69
XV.	TERMS OF SALE	70
XVI.	CLOSING COSTS AND ADJUSTMENTS	77
XVII.	RIGHTS AND OBLIGATIONS OF THE SPONSOR	82
XVIII.	CONTROL BY THE SPONSOR	92
XIX.	BOARD OF MANAGERS	95
XX.	RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS	119
XXI.	REAL ESTATE TAXES	139
XXII.	INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM	140
XXIII.	OPINION OF COUNSEL	142
XXIV.	RESERVE FUND	151
XXV.	WORKING CAPITAL FUND	151
XXVI.	MANAGEMENT AGREEMENT, CONTRACTS AND LEASES	152
XXVII.	IDENTITY OF PARTIES	157
XXVIII.	REPORTS TO RESIDENTIAL UNIT OWNERS	159
XXIX.	DOCUMENTS ON FILE	160
XXX.	GENERAL	160
XXXI.	SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION	163

PART II
SCHEDULES

		Page
D	PURCHASE AGREEMENT/RESIDENTIAL UNIT	165
D-1	TENDER OF ESCROW FORM	192
D-2	FORM TO RELEASE ESCROW FUNDS	193
D-3	WAIVER OF NOTICE OF CLOSING	194
D-4	EXPRESS ASSUMPTION OF RISK	195
D-5	STORAGE SPACE LICENSEE AGREEMENT	196
E	POWER OF ATTORNEY	207
F	FORM OF DEED	209
G	DESCRIPTION OF PROPERTY (SPECIFICATIONS) AND BUILDING CONDITION	212
	1. SITE PLAN	239
	2. VICINITY MAP	240
	3. FLOOR PLANS/ELEVATION	241
	4. FLOOD PROOFING AND MAINTENANCE PLAN	270
H	FEE TITLE DESCRIPTION	271
I	DECLARATION OF CONDOMINIUM	272
J	CONDOMINIUM BY-LAWS	314
K	CERTIFICATIONS	
	1. SPONSOR	387
	2. SPONSOR'S ENGINEER OR ARCHITECT	389
	3. SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET	391
	4. SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY COMMERCIAL UNIT OWNER(S)	393
L	SECTION 339-KK OF THE REAL PROPERTY LAW	396

SPECIAL RISKS

1. The Sponsor has the right to maintain a majority of the Residential Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees. There is no limit on the period of time it may take Sponsor to convey all the Residential Units in the Condominium and as a result the Sponsor may control the Board indefinitely. Notwithstanding, the Board of Managers has a fiduciary duty to the Unit Owners to enforce Sponsor's obligations. Sponsor's intentional refusal to allow the Board of Mangers to pursue litigation against the Sponsor entity may constitute a breach of fiduciary duty to the Board of Managers. In addition, the Unit Owners may commence a lawsuit in the nature of a derivative action. In the event a Sponsor-controlled Board does not undertake the enforcement of the Sponsor's obligations, the Unit Owners may have to independently raise funds to pursue such enforcement and any other causes of action against the Sponsor. Notwithstanding said fact, Sponsor has the right to voluntarily relinquish a majority of the Members of the Board of Managers before the last Residential Unit is closed. If Sponsor relinquishes control of the Members of the Board of Managers, there is no provision in the By-Laws that requires that a majority of Members of the Board of Managers be owner occupants who are unrelated to the Sponsor or its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e. purchasing as a Residential Unit to live in as opposed to purchasing as an investment. See Sections XVII and XVIII of the Offering Plan.

2. The Sponsor has the right to retain control over certain expenditures and fiscal actions of the Board of Managers of the Condominium for a period ending not more than five (5) years after the Closing of the first Residential Unit or whenever the unsold Residential Units constitute less than twenty-five (25%) percent of the Percentage of Common Interest, whichever is sooner. During this period the Sponsor will have control of maintenance, facilities and services to be provided to the Condominium and will determine the Common Charges to be paid by all Unit Owners, including those paid by the Sponsor. During this period the Sponsor will also have control over the enforcement of the Sponsor's obligations. During this period, Sponsor will also have the right to control all decisions including but not limited to the determination of Common Expenses, management of the Condominium, the hiring and termination of employees of the Condominium, the placing of easements on the property and making improvements to the Common Elements. Notwithstanding the above, the Board of Managers has a fiduciary duty to the Unit Owners to enforce Sponsor's obligations. Sponsor's intentional refusal to allow the Board of Managers to pursue litigation against the Sponsor entity may constitute a breach of fiduciary duty to the Board of Managers. In addition the Unit Owners may commence a lawsuit in the nature of a derivative action. In the event a Sponsor-controlled Board does not undertake the enforcement of the Sponsor's obligations, the Unit Owners may have to independently raise funds to pursue such enforcement and any other causes of action against the Sponsor. At no time may Sponsor exercise veto power over expenses

described in Schedule B or over expenses required to (i) comply with applicable laws or regulations, (ii) to remedy any notice of violation, (iii) to remedy any work order by an insurer or (iv) necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building. See Section XVII of the Offering Plan and Schedule B.

3. The Condominium will consist of fifty four (54) Residential Units ("Residential Units") and one (1) Commercial Unit ("Commercial Unit") in a twenty-five (25) story building including a cellar. The term Units in the Offering Plan will refer to the Residential Units and Commercial Unit, unless otherwise stated. As of the date of this Offering Plan the Sponsor is not offering the Commercial Unit for sale. In the event and prior to offering the Commercial Unit for sale, Sponsor will amend the Offering Plan. See Sections I and IX.

4. Sponsor will endeavor in good faith to sell the Residential Units in the Condominium. However, Sponsor is retaining the unconditional right to rent rather than sell the Residential Units. Because Sponsor is retaining the unconditional right to rent rather than sell the Residential Units after Plan consummation, this Plan may not result in the creation of a condominium in which a majority of the Residential Units are owned by owner-occupants or investors who are unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell the Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent of the Residential Units being offered for sale (15% x 54 = 9 Units) necessary to declare the plan effective. Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of the Offering Plan. Sponsor shall not rent a Residential Unit in the Condominium prior to Consummation of the Plan as defined in Title 13 NYCRR § 20.1(c)(6). See Section XIV of the Offering Plan.

5. Although normally a Sponsor's expense, pursuant to contractual agreement the following obligations have been transferred to Purchasers and shall be at Purchaser's sole expense: New York State Real Estate Transfer Taxes at the rate of $2.00 per $500 of consideration and New York City Transfer Tax of one (1%) percent of the Purchase Price for Residential Units where the consideration is less than $500,000 and 1.4259 percent where the consideration is $500,000 or greater. Both taxes are considered additional consideration on which the respective tax is based. In addition, the Purchaser will be responsible for any New York State Mansion Tax pursuant to Section 1402-a of the Tax Law of one (1%) percent of the Purchase Price for any Residential Unit which has a combined sales price of $1,000,000 or more. See Section XV of the Offering Plan as to how the above taxes are calculated. See the Purchase Agreement set forth as Schedule D.

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

7. As a result of the fact Sponsor will be selling and Closing Residential Units during the first year and a number of the Residential Units under Purchase Agreements

may not close during the first year, the first annual meeting of the Residential Unit Owners may not be held until at least one (1) year after the date of the Closing of Title to the first Residential Unit in the Condominium. See Section XVIII of the Offering Plan.

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

9. The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. The Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to a Residential Unit as a result of Purchaser's inability to obtain a mortgage Sponsor will have the right to retain the Deposit paid by Purchasers as liquidated damages. See Section XII.

10. Pursuant to existing regulation, the Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent of the Residential Units being offered for sale excluding Units of an ancillary nature (15% x 54 Residential Units being offered for sale = 9 Residential Units). Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to close Residential Units with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase a Residential Unit.

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

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

11. In the event Sponsor is unable to convey title to a Purchaser's Residential Unit twelve (12) months after the proposed date of delivery set forth in the Purchase Agreement, a Purchaser shall have the option to cancel the Purchase Agreement and have the Deposit advanced by Purchaser returned to Purchaser. Purchaser shall be obligated to notify the Sponsor in writing of its intent to exercise said option within a reasonable period of time, not less than thirty (30) days after the twelve (12) month period of the proposed date of delivery set forth in the Purchase Agreement. Purchaser's failure to so notify Sponsor of Purchaser's intent to cancel Purchaser's Purchase Agreement due to Sponsor being unable to convey title to the Purchaser 's Residential Unit within the twelve (12) month period shall be deemed a waiver of said provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. See Paragraph 5 of the Purchase Agreement in Part II of the Plan.

In addition, the Sponsor anticipates that the first Closing of a Residential Unit will occur by September 1, 2018. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of Title to the first Residential Unit; or (ii) the projected date of Closing of Title to the first Residential Unit occurs later than August 31, 2019, twelve (12) months after the projected date for the first Closing contained in this Offering Plan. If the Plan is amended to provide for a later projected date for the first Residential Closing, Purchasers will be entitled to an offer of rescission if the first Closing occurs more than twelve (12) months beyond that amended, later date. However, if the first Residential Unit Closing occurs before the above dates, the Sponsor may schedule the Closings of Title to other Residential Units significantly later than such date. Unless a Purchaser's Purchase Agreement contains an outside Closing Date, the Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of Title to the Residential Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A RESIDENTIAL UNIT. See Section XIV.

12. The Purchase Agreement requires an initial deposit (the "Deposit") of ten (10%) percent of the Purchase Agreement of a Residential Unit. The balance of the Purchase Price is to be paid at the Closing of Title to the Residential Unit. The law firm of Certilman Balin Adler & Hyman, LLP, with an address at 90 Merrick Avenue, East Meadow, New York 11554 and telephone number of (516) 296-7000, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser for Deposits received pursuant to a Purchase Agreement. The Escrow Agent has established the escrow account at Flushing Bank, 1122 Franklin Avenue, Garden City, New York 11530 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "570 Broome IOLA Escrow Account" ("Escrow Account"). The escrow account is an IOLA account consistent with Section 487 of the Judiciary Law of the State of New York. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the "Deposit"). The maximum Deposit insurance amount will be $250,000. Any Deposit in excess of $250,000 will not be insured. If a Purchaser makes a Deposit in excess of said amount for the purchase of a Unit, the excess amount will not be federally insured. Purchasers should also note that if the Purchaser has any accounts in the Bank where the funds are being held, the

funds in those accounts will count towards the $250,000 FDIC insurance limit. See Section XII of the Offering Plan.

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

14. It shall be the responsibility of each Purchaser to pay the following additional Closing Costs, if applicable: (a) an initial non-reimbursable capital contribution equal to two (2) months Common Charges for the Residential Unit to the Condominium; (b) reimbursement to the Sponsor based on each Residential Unit's percentage of Common Interest for Sponsor's advancement for the cost of the Condominium's insurance; and (c) $2,000 to Sponsor's attorney for the preparation of the Closing documents. See Section XV of the Offering Plan.

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

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

16. Purchasers should be aware that they may be living in an active construction site after they close on their Residential Unit. During this period of construction there may be dirt and debris and construction material on site, construction vehicular traffic, construction noises, unfinished areas of the Building and other inconveniences which are normal in a community undergoing construction. It is anticipated that construction of the Condominium will be complete by September of 2018 subject to circumstances beyond Sponsor's control such as weather conditions, labor strikes, material shortages, acts of God and sales conditions. See Section XXXI of the Offering Plan.

17. As a result of the fact gas pipes, water pipes and electric wires run throughout the walls of the Building, Purchasers should be careful when placing any items on the wall or drilling into the walls of their Residential Unit. See Section XX of the Offering Plan.

18. Purchasers of a Residential Unit should refer to the floor plans in Schedule G-2 of Part II of the Plan for details of each type of Residential Unit. The approximate, within reasonable tolerances, physical dimensions of each Unit consists of the area measured from the exterior side of the Building walls at the Building line and/or property line enclosing the Unit, and/or from the midpoint of the interior Party Walls separating the Unit from another Unit, and/or from the public side or egress stair side of the interior Party Walls separating the Unit from public corridors or egress stairs, respectively, and/or from the mechanical space side of interior Party Walls and partitions separating the Unit from an elevator or other mechanical equipment space or any other Common Elements, and/or from the midpoint of a wall (other than a foundation wall) comprising a General Common Element or General Residential Units' Limited Common Element enclosing a Commercial Unit (other than Storage Space), and/or from the Unit side of a foundation wall enclosing a Commercial Unit. Columns and mechanical pipes and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. The outdoor floor area of a Terrace appurtenant to a Residential Unit is not included in the Residential Unit's indoor floor area of each Residential Unit. The floor area occupied by any Common Elements bordering or within a Unit (such as the Building walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the calculation of the floor area of the Unit, but such Common Elements are not part of the Unit. Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under finished flooring and sub-flooring materials) to the underside to the concrete slab above. The clearance beneath the top of the concrete floor slab and the bottom of the finished ceiling in the Units is indicated in the Description of Property and Specifications, but certain Units and areas within other Units may have clearances of less than indicated to accommodate facilities located above the same or otherwise to respect to common conditions. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual living area comprising the Unit is significantly less than the area listed in Schedule A.

19. The Sponsor does not wish to sell Residential Units to Purchasers who intend to purchase the Residential Unit as a short term resale investment. As such the Purchase Agreement provides that a Residential Unit may not be resold within twelve (12) months from the Closing of Title to the Residential Unit. This provision only applies to the initial Purchaser of a Residential Unit from Sponsor and not to subsequent re-sales and does not apply if the Residential Unit Owner or spouse dies within the twelve (12) month period or if all the Residential Units have been titled by Sponsor before the twelve (12) month period. In addition, it does not apply to any mortgagee who forecloses or accepts a deed in lieu of foreclosure for a default under a first mortgage.

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

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

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

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

24. All Residential and Commercial Unit Owners are required to keep their thermostats at a minimum of sixty (60) degrees Fahrenheit to prevent freezing of pipes. In the event the Unit Owner fails to adhere to this requirement the Unit Owner shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Unit. See the By-Laws contained in Part II of the Offering Plan as Schedule J.

25. In view of the fact the Condominium will consist of a Building containing more than five (5) stories the Housing Merchant Implied Warranty Law contained in Article 36-B of the General Business Law is not applicable. Notwithstanding said fact, the Sponsor will correct any defects in the construction of the Residential Unit or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship substantially at variance with the plans and specifications, as

may have been changed by Sponsor from time to time provided that it is notified of such defects in writing by certified mail within one (1) year from the date of Closing of Title to the Residential Unit in which the alleged defect exists ("Limited Warranty"). If a defect occurs in an item which is covered by this warranty, the Sponsor or Sponsor's contractors will (a) repair or (b) replace the defective item. The choice between repair or replacement is strictly the Sponsor's. **NOTWITHSTANDING ANYTHING STATED ABOVE, SPONSOR HAS AN ABSOLUTE DUTY TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH ALL APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS SUBJECT TO FIELD CHANGES THAT MEET APPLICABLE CODE.** For details see Section XVII of the Plan.

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

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

28. Purchasers should refer to Article VIII of the By-Laws contained in Schedule J regarding the Rules and Regulations applicable to the Residential Unit Owners in the Condominium

29. Purchasers should refer to Article VIII of the By-Laws contained in Schedule J regarding the Rules and Regulations applicable to the Commercial Unit Owner in the Condominium.

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

period of delay. Sponsor will notify all Residential Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to commencing collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan. See Section I of the Offering Plan.

31. Purchasers should note that the Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provision of the Declaration or of the By-Laws. It is intended that the Members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is understood and permissible for the original Board of Managers, who may be affiliated with or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Members of the Board of Managers shall be limited to such proportion of the total liability thereunder as the Purchaser's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by a Member on behalf of the Condominium, shall provide that the Members of the Board of Managers, or the managing agent, or the Member, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners). See Article III, Section 14 of the By-Laws of the Condominium.

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

33. Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Residential Unit and/or Building. Residential Unit Owners will be permitted to make standard improvements to their Residential Units

such as painting, installation of flooring, cabinetry, fixtures etc. as long as the improvements do not affect the ability of the Sponsor to obtain a Permanent Certificate of Occupancy or extension or renewal of a Temporary Certificate of Occupancy. Residential Unit Owners are responsible for obtaining all necessary permits from the City of New York and any other required municipal agencies for any changes the Residential Unit Owner makes to their Residential Unit subsequent to the Closing of Title with the Sponsor. Sponsor will not be liable for nor responsible to a Residential Unit Owner in the event an inspection by the Department of Buildings of the City of New York prevents the issuance of a renewal and/or extension of a Temporary Certificate of Occupancy or Permanent Certificate of Occupancy as a result of changes made to the Residential Unit by a Residential Unit Owner. In the event a Residential Unit Owner makes any changes, additions or alterations to their Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Residential Unit and/or Building, the Residential Unit Owner shall reimburse Sponsor within ten (10) days following Sponsor's demand therefore, for any and all costs incurred by Sponsor with respect to Residential Unit Owner's changes to the Unit that prevent the extension or renewal of a Temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Department of Buildings of the City of New York. See Section XVII of the Offering Plan.

34. Sponsor is offering the 14 Storage Spaces located in the cellar pursuant to a License Agreement at an initial license fee ("Initial License Fee") payable to the Sponsor as reflected in Schedule A. The Storage Spaces may be used only for storage of normal household items. Nothing shall be stored in Storage Space Units that will result in the cancellation or increase of insurance on the Building, or the contents thereof, or that would be in violation of any law. No inflammable, combustible, or explosive fluid, material, chemical, or substance shall be stored in a Storage Space. All provisions for safety shall be the sole responsibility of the Residential Unit Owner who is the Licensee of the Storage Space and the Residential Unit Owner should have their own insurance covering the Storage Spaces. A copy of the License Agreement is contained in Schedule D-5 in Part II of the Offering Plan.

35. Lot line windows located on the west side of Residential Units 7-12A, 11-12C, 13-23A, PHA and PHB are compliant with permitted area or opening and distance to lot lines as per New York City Building Code. The lot line windows are not permitted to be closed pursuant to the light and air easement as described in Special Risk # 38. Said easement is an irrevocable easement granted in favor of the Condominium and can only be negated through a new recorded easement subject to the approval of the Condominium. See Section XX of the Offering Plan, and the Description of Property Report in Part II of the Plan.

36. Purchasers are advised that in New York, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent Certificate of Occupancy ("PCO") covering the entire building but with only a temporary Certificate of Occupancy ("TCO"), and sometimes with several successive temporary Certificates of Occupancy. Certificates of Occupancy are generally governed by section 301 of the New York Multiple Dwelling Law and local building codes and

rules. The TCOs and PCOs are issued by the New York City Department of Buildings ("DOB)". A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the Building Department. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a PCO covering the entire building within two years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the Building Department will issue the PCO within such two (2) year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire building, and shall exercise best efforts to obtain the PCO within such two (2) year period while keeping the TCO current. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit requiring DOB approval prior to the issuance of a Permanent Certificate of Occupancy or renewal of a temporary Certificate of Occupancy.

37. Purchasers should note that the actual assessed value of the Residential Units and the Commercial Unit which will be determined by the City of New York may be higher than what is currently estimated and therefore may result in greater total estimated taxes on said Units in the Condominium.

38. Purchasers should note that the tax lots that the Condominium property is to be located on (tax Lots 75 and 77 of the Tax Map of the City of New York) are part of an overall zoning lot that includes tax lots 61, 62, 63, 64 71, 78 and 79 in Block 578 (combined the "Zoning Lot"). The Zoning Lot is subject to a number of documents that benefit the Building and the Residential Units which have been recorded in the New York City Register's Office as follows:

(a) Zoning Lot Development and Easement Agreement recorded in the New York City Register's Office on June 13, 2014 in Document ID 2014061300678004 as amended and recorded in the New York City Register's Office on February 15, 2015 in Document ID 2015021300275001 (combined referred to as the "Zoning Lot Agreements"). The Zoning Lot Agreements include provisions regarding the development rights of the owners of the various tax lots, including a provision whereby the owner of Lot 64 (the "Lot 64 Owner") grants to the Lot 75 and Lot 77 Owner (the "Lot 75 and 77 Owner"), its successors and/or assigns and any future owner a perpetual, non-exclusive easement for light, air and view (the "Air Space Easement"). Pursuant to the Air Space Easement the Lot 64 Owner covenants and agrees that no structure shall be constructed

or allowed to exist on the area described in the Zoning Lot Agreement except for mechanical space above the height of the roof as it exists on the Lot 64 Building. The Zoning Lot Agreements also provide that in the event Lot 75 and 77 are developed as a condominium the condominium shall be subject to the provisions of the Zoning Lot Agreements and that the provisions of the Zoning Lot Agreements may only be enforced by the Condominium Board of Managers and not any individual owner of any condominium unit.

(b) Development Agreement between the Sponsor herein and the Lot 71 Owner (the "Lot 71 Owner") recorded in the New York City Register's Office on February 23, 2015 in Document ID: 2015022300897004 (the "Development Agreement"). As noted in the Development Agreement the Condominium Property and the Lot 71 Property are contiguous along a portion of the eastern property of the Condominium and is referred to in the Development Agreement as the "Shared Lot Line". Pursuant to the requirements of the Development Agreement, the Sponsor and the Lot 71 Owner agree that the Sponsor and the Lot 71 Owner will construct any buildings along the Shared Lot Line so that neither building is subject to the minimum required distance between two or more buildings on a single zoning lot required by the Zoning Resolution of the City of New York.

(c) Zoning Lot Development and Easement Agreement (the "Zoning Lot Development and Easement Agreement") recorded in the New York City Register's Office on June 24, 2016 in Document ID # 2016062401671003 between the Sponsor herein and the owner of Lot 78 (the "Lot 78 Owner"). The Zoning Lot Development and Easement Agreement includes a provision whereby the Lot 78 Owner grants to the Lot 75 and Lot 77 Owner a perpetual, non-exclusive easement for light, air and unobstructed view (the "Easement for Light and Air"). Pursuant to the Easement for Light and Air, the Lot 78 Owner covenants and agrees that no new buildings, improvements, alterations or additions of any kind shall be constructed on Lot 78 Owner's Premises (the "Lot 78 Owner Premises") so as to encroach into the Easement Area and no Alteration or Rebuilding of the Lot 78 Owner building shall be made so as to encroach into the Easement Area. The foregoing shall not be deemed to prohibit, interfere with, preclude or prevent the use of the Lot 78 Owner's Building's rooftop and other installation, replacement or maintenance of the rooftop structures described therein. The Zoning Lot Development and Easement Agreement further provides a permanent, perpetual and exclusive easement to temporarily enter the Easement Area, from time to time, for the purpose of maintaining the western façade of Lot 75 and 77 Owner's Building and cleaning the windows therein (the "Façade

Maintenance Easement"). Prior to entry into the Easement Area, the then owners of the Lot 75 and Lot 77 Building (the "Developer Building") shall (i) provide the Lot 78 Owner with five (5) business days written notice prior to such entry, and (ii) further the Lot 78 owner with binders of insurance coverage in commercially reasonable amounts, evidencing commercial general liability insurance covering any and all liability of the Lot 75 and Lot 77 Owner, its successor or assigns and their contractors, with respect to claims for bodily injury, death and/or property damage occurring in the Easement Area or on Lot 78 Owner's Premises arising out of their actions or inactions pursuant hereto. Such insurance policies shall name The Lot 78 Owner as an additional insured. The Lot 75 and Lot 77 Owner and it successors and assigns agrees to defend, indemnify and hold harmless the Lot 78 Owner, and Lot 78 Owner's agents, servants and employees from and against any claim, cost expense, or liability (including reasonable attorneys' fees, and including costs and attorneys' fees incurred in enforcing this indemnity), attributable to bodily injury or death, or to damage to or destruction of property or to The Lot 78 Owner's Building, caused by, arising out of, or resulting from Developer's use of the Façade Maintenance Easement, except if said claim, cost, expense or liability is caused by the Lot 78 Owner's own negligence.

(d) Zoning Lot Development and Easement Agreement (the "Zoning Lot Development and Easement Agreement") recorded in the New York City Register's Office on June 27, 2016 in Document ID # 2016062401671008 between the Sponsor herein and the owner of Lot 62 (the "Lot 62 Owner"). The Zoning Lot Development and Easement Agreement includes a provision whereby the Lot 62 Owner grants to the Lot 75 and Lot 77 Owner a permanent, perpetual exclusive easement for light, air and unobstructed view (the "Easement for Light and Air"). Pursuant to the Easement for Light and Air the Lot 62 Owner covenants and agrees that no new buildings, improvements, alterations or additions of any kind shall be constructed on the Owner Premises so as to encroach into the Easement Area and no Alteration or Rebuilding of the Lot 62 Owner building shall be made so as to encroach into the Easement Area. The foregoing shall not be deemed to prohibit, interfere with, preclude or prevent the use of the Lot 62 Owner's Building's rooftop or the installation, replacement or maintenance of any structure item of mechanical equipment on the rooftop of the Lot 62 Owner's Building as described therein.

(e) Light and Air Easement (the "Light and Air Easement") recorded in the New York City Register's Office on June 28, 2016 in Document ID # 2016062401671009 between the Sponsor herein and the owner of Lot 62 (the "Lot 62 Owner") which provides for the right to

unrestricted light and air over the Lot 62 Owner's property commencing at and above the lower limiting plane as described in the Light and Air Easement.

All of the above documents are available on site for Purchasers to review. See Section XV of the Offering Plan.

39. Purchasers should note that the site is located within the *Flood Zone AE* as per PFIRM 3604970182G map provided by NFIP. The minimum Flood Resistant Construction Elevation (FRCE) for the property is set at 12 feet above sea level. Mandatory flood insurance and the Flood Proofing and Maintenance Plan contained in Part II as Schedule G-3 are required by FEMA for Flood Zone AE. Pursuant to the Flood Proofing and Maintenance Plan the building community shall implement an emergency warning plan to ensure safe evacuation of flood hazard areas, which will alert all members of the building community in no less than twelve (12) hours before any pending flood situation. The minimum twelve (12) hour emergency warning shall allow:

(a) To notify persons responsible for the installation of floodproofing measures,
(b) To notify responsible persons to travel to structures to be floodproofed,
(c) To install, activate or implement floodproofing measures, and
(d) To evacuate all occupants from the flood hazard area.

The insurance for the Condominium as reflected in the budget, Schedule B, includes flood insurance.

40. The Commercial Unit may be used for any lawful purposes permitted under applicable zoning, except that the Declaration of Condominium prohibits the use of the Commercial Unit for the following uses: veterinarian's office or pet shop; martial arts studio or school; machine shop or welding shop; dry cleaning or laundry service; chemical wholesaling, storage, retailing or manufacturing; heavy trucking, methadone clinic, drug or alcohol rehabilitation; extermination service; bicycle messenger center; bowling alley, manufacturer of tobacco products; leather dying or coloring; motel/hotel/hostel/homeless shelter or any transient use; tattoo parlor; waste disposal/refuse center; amusement arcade; auditorium; billiard parlor; brewery; heavy manufacturing of any kind; adult bookstore or video shop or other adult entertainment facility; homeless shelter; any enterprise engaging in pornography; restaurant, fast food establishments, bar, pub, or commercial cooking. The Residential Unit Owners will not have any input or decision making over the uses of the Commercial Unit other than provided above. During the period Sponsor is in control of the Board of Managers the Sponsor controlled Board will not amend the Declaration of Condominium and/or By-Laws to permit a currently prohibited use.

41. The Owner of the Commercial Unit will be obligated to pay a share of the cost of insurance and maintenance and operation of the General Common Elements,

General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements that are the responsibility of the Condominium and other Common Expenses reflected in Schedule B based on the percentage of Common Interest in the Building allocated to such Unit even though they may not be entitled to use certain parts of the Condominium. The Commercial Unit Owner will also be responsible for the entire cost of the maintenance and operation of the Commercial Unit's Limited Common Elements. In addition, as provided for in Section 339-m of The Real Property Law of the State of New York, the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements, General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Element that is the Condominium's obligation to repair and maintain, in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In the event of any dispute relating to the expenses to be borne by the Commercial Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XIII of the By-Laws. See Schedule B and Section XIX of the Offering Plan.

42. The Commercial Unit Owner and/or its tenants shall have an easement to erect, maintain and replace one (1) or more signs on the property permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Building. See Section XIX of the Offering Plan.

43. Purchasers should note that that the reserve fund line item in the budget plus annual budgeted amounts for the Reserve Fund may not be adequate to provide for needed capital expenditures within five (5) years following the first Closing of title to a Unit. If additional funds are required over and above said funds, it may be necessary to increase the Common Charges payable by the Unit Owners, collect a Special Assessment from each Unit Owner or borrow money. See Section XXV of the Offering Plan.

44. Purchasers should note that in the event there are Storage Spaces that have not been Licensed to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to license or lease any or all of the remaining Storage Spaces to the Condominium Board of Managers on behalf of the Condominium. The costs of any license or lease to the Condominium Board of Managers shall be paid by all the Unit Owners paying their pro-rata share of such costs based upon the Unit Owner's Percentage of Common Interest. Upon the license or rental by the Condominium all costs and expenses associated with the Storage Spaces licensed or leased to the Condominium shall become the obligation of the Condominium as a Common Expense of the Condominium and each Unit Owner will pay its pro rata share of such costs as a Common Expense, including the Sponsor for any Unsold Units Sponsor retains. In such an event, the Board of Managers of the Condominium will be responsible for overseeing the regulation of the Storage Spaces that have been licensed or leased to the

Condominium. In the event the Sponsor is in control of the Board of Managers the terms of the License Agreement shall be the same as provided for in the License Agreement contained in Schedule D-5 in Part II of the Offering Plan which includes, but is not limited to the following:

(a) Licensee shall have access to the Storage Space twenty-four (24) hours each day, seven (7) days each week, during the term of the License Agreement subject to any Rules and Regulations promulgated by the Board of Managers regarding the use and operation of the Storage Space.

(b) A Storage Space may only be used for the storage of personal effects of the Residential Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item stored in a Storage Bin.

(c) Licensee shall not (i) store any property in the Licensed Area outside of the designated Storage Space; or (ii) allow any other person to use the License except in accordance with the terms thereof.

(d) The term of the License Agreement shall expire at the earlier of such time as the Licensee ceases to be a Residential Unit Owner of the Condominium or forty-nine (49) years from the date of commencement (the "Term"). In the event the Licensee is still a Residential Unit Owner of the Condominium on the forty-ninth (49th) year then the License Agreement shall automatically be extended for successive periods of ten (10) years unless the Licensee ceases to be a Residential Unit Owner of the Condominium, in which case the License Agreement shall terminate at such time.

(e) The Licensor shall provide, at its sole cost and expense, all maintenance required for the Storage Space. The Licensor shall maintain, clean and keep the Storage Space in good order and repair.

(f) The Licensor shall promptly and adequately repair all damage to the Storage Space caused by Licensee or its agents and in such case the cost of such repair will be charged to the Licensee. Failure to pay shall be subject to all the rights and remedies contained in the Condominium Documents.

Sponsor cannot make any representations regarding any license agreement that the Board of Managers may require in the event the Sponsor is not in control of the Board of Managers. See Section IX of the Offering Plan.

45. The following litigation involving the Sponsor and the proposed Condominium are currently pending:

(a) An Article 78 proceeding has been commenced against the New York City Department of Buildings (the "DOB"), the New York City Board of Standards and Appeals (the "BSA") and the Sponsor. The Article 78 is captioned **111 Varick, LLC v. New York City Department of Buildings, SoHo Broome Condos, et al., Index No. 153951** (Justice Sherwood)

The Article 78 Proceeding was initially filed solely against the DOB and the BSA. Through an amended petition Varick (the "Petitioner") added the Sponsor as a necessary party. In addition the amended petition added certain private claims. The Court struck the private claims as being improper in an Article 78 Proceeding.

The Article 78 proceeding seeks to challenge a February 25, 2016 determination by the DOB that found that the area fronting the subject building is a "wide street" under the New York City Zoning Resolution (the "Zoning Resolution"). The "Wide Street Determination" was posted to the DOB's website on July 20, 2016. As a consequence of being on a "wide street," as defined in the Zoning Resolution, the building could extend to 290 feet in height.

In February of 2017, Petitioner began a campaign to overturn the Wide Street Determination with a series of letters to the DOB. On March 27, 2017, the DOB advised Petitioner that its challenges were untimely in that Petitioner had 45 days from the posting of the Wide Street Determination to the DOB website to timely challenge the zoning approval whereas the letter to DOB challenging the determination was some 80 days later. The letter from DOB further stated that notwithstanding the fact that the Petitioner was time barred from challenging the determination the Department had also taken another look at their determination, and was of the opinion that the "wide street" determination by DOB was proper.

Petitioner asserts in its petition that it is challenging the March 27th letter from the DOB, not the Wide Street Determination. Petitioner also seeks an order compelling the DOB to turn the March 27th letter into something that can be appealed.

The Sponsor have moved to dismiss the Petition on the grounds that, *inter alia*, the Petition is otherwise untimely, the March 27th letter is not appealable through an Article 78 Proceeding, and there is no clear legal right for Petitioner to turn the March 27th letter into a challengeable determination.

The DOB and the BSA jointly filed a motion to dismiss the Petition on the grounds that Petitioner failed to exhaust its administrative remedies in that the Petitioner failed to challenge the relevant DOB zoning determinations within the proper time. As a result the BSA did not review the DOB determinations. Petitioner's reply papers are due and the matter is ongoing.

The city agencies through the Corporation Counsel and the Sponsor are vigorously defending the Article 78 proceeding. Although Sponsor cannot make any guarantees, it is confident that the Article 78 will be dismissed based on the reasons disclosed above.

Purchasers should further note that there has not been any disruption in construction activity, the building permit issued by DOB is current and the Sponsor is actively constructing the Building.

(b) Sponsor commenced a Complaint against 111 Varick, LLC captioned **SoHo Broome Condos LLC v. 111 Varick, LLC and 111 Varick Arlington Owner LLC, Index No. 651813/2017** (Justice Sherwood)

The Complaint alleges that Varick's challenges of the Wide Street Determination referred to in a. above were illegal under a Zoning Lot Development Agreement, which prohibits both parties from opposing applications of the other to the DOB, BSA or any other City agency, with the exception of applications for a "discretionary variance or special permit." Sponsor is seeking a permanent injunction enjoining and restraining Varick from opposing any future applications to government agencies and an order mandating that Varick withdraw all letters submitted to the DOB in opposition to the Wide Street Determination. Sponsor is also seeking, *inter alia*: (i) a declaration that opposing the Wide Street Determination is a violation of the Zoning Lot Development Agreement and that Sponsor's consent to the addition of Varick's property into the Zoning Lot is null and void due to a failure of consideration and (ii) damages for breach of contract and the implied covenant of good faith and fair dealing. Varick filed a motion to dismiss, which is now fully briefed. Oral argument is scheduled for November 14, 2017.

(c) Varick has commenced an action against the Sposor captioned **111 Varick, LLC v. SoHo Broome Condos LLC, Index No. 654943/2017** (Justice Sherwood).

The action asserts claims for equitable relief and damages against the Sponsor for allegedly obtaining the Wide Street Determination through a lobbying campaign which somehow precluded Varick from exercising its contractual right to be heard by the DOB and for making misleading representations to Varick about the height of SoHo's planned building, which allegedly caused Varick to develop its own building based on unknowingly wrong assumptions. Varick is seeking monetary damages in redesign costs, monetary damages in lost profits from reduced property values, and an order directing the Sponsor to withdraw its zoning applications and disclaim the Wide Street Determination. Sponsor believes that the claims asserted by Varick in this action are baseless. Sponsor is in the process of preparing a motion to dismiss the action as well as to consolidate with the action disclosed in (b) above.

Sponsor will promptly amend the Plan to provide updates on all litigations as they develop.

570 BROOME CONDOMINIUM

PLAN OF CONDOMINIUM OWNERSHIP

I. INTRODUCTION

This is an Offering Plan (the "Plan") for the offer of fifty four (54) Residential Units ("Residential Units") for sale to Residential Unit Owners in a 25 story building located at 570 Broome, New York, NY 10011. The Building also includes one (1) Commercial Unit which is not currently being offered for sale by the Sponsor. In the event and prior to offering the Commercial Unit for sale, Sponsor will amend the Offering Plan. The Condominium will be known as 570 Broome Condominium. The Residential Units and Commercial Unit are collectively referred to as the "Units" unless otherwise stated.

The Building also includes fourteen (14) storage spaces (the "Storage Spaces") located in the cellar of the Building. Sponsor is offering Purchasers the exclusive use of a Storage Space pursuant to a License Agreement at an initial license fee payable to the Sponsor as shown in Schedule A. If a Purchaser of a Storage Space elects to purchase one (1) of the Storage Spaces, the price of their purchase will be increased to include the price of the Storage Space as reflected in Schedule A in addition to the Residential Unit.

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

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

A Declaration submitting the property to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") and By-Laws will be recorded prior to conveyance of title to the first Residential Unit by the Sponsor. The property will be subject to the Condominium Act. The Declaration and By-Laws will be substantially similar to those set forth in this Offering Plan and will not be changed so as to adversely affect the Purchaser. This Offering Plan and the accompanying documentation should be carefully studied by Prospective Purchasers and their attorneys prior to the purchase of a Residential Unit.

The Sponsor of the Offering Plan is Soho Broome Condos LLC, with an address at 136 North 10th Street, 2nd Floor, Brooklyn, New York 11249, a New York limited liability company. Sponsor is the owner of the property having acquired it by deed dated June 11, 2014.

The Commercial Unit will have a separate entrance. The Commercial Unit Owner, its tenants, clients, customers and/or employees will not be permitted to utilize

any portion of the Residential Units or General Residential Units' Limited Common Elements or Individual Residential Unit's Limited Common Elements.

The Commercial Unit may be used for any lawful purposes permitted pursuant to applicable zoning except that the Declaration of Condominium prohibits the use of the Commercial Unit for the following uses: veterinarian's office or pet shop; martial arts studio or school; machine shop or welding shop; dry cleaning or laundry service; chemical wholesaling, storage, retailing or manufacturing; heavy trucking, methadone clinic, drug or alcohol rehabilitation; extermination service; bicycle messenger center; bowling alley, manufacturer of tobacco products; leather dying or coloring; motel/hotel/hostel/homeless shelter or any transient use; tattoo parlor; waste disposal/refuse center; amusement arcade; auditorium; billiard parlor; brewery; heavy manufacturing of any kind; adult bookstore or video shop or other adult entertainment facility; homeless shelter; any enterprise engaging in pornography; restaurant, fast food establishments, bar, pub, or commercial cooking. The Residential Unit Owners will not have any control over the uses or types of operation of the Commercial Unit other than provided above. During the period Sponsor is in control of the Board of Managers the Sponsor controlled Board will not amend the Declaration of Condominium and/or By-laws to permit a currently prohibited use. The Commercial Unit will share in the cost of Common Expenses of the overall Condominium based upon its allocable Percentage of Common Interest as reflected in Schedule A.

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

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

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

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

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

3. All exterior walls of the Building that are not restricted in use to a specific Unit or Units and intended for the common use and service of the entire Building;

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

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

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

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

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

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

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

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

12. All telephone and cable rooms, meter rooms, equipment rooms, machine rooms, elevator rooms and any other mechanical rooms or areas intended for the common use and service of the entire Building;

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

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

15. The elevator, elevator cab and all mechanical equipment servicing any elevator intended for the common use and service of the entire Building;

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

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

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

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

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

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

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

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

1. Any portion of the roof, parapets, coping and bulkheads that are for the exclusive use of the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owners and their tenants) of the Condominium;

2. All foundations, footings, piles, plates, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Unit and any interior load bearing walls that are not part of a Unit and that are for the exclusive use of and service and support the Residential Area of the Condominium;

3. All parts of the exterior walls and facades that are for the exclusive use of the Residential Area of the Condominium;

4. Stairs, stairways, common hallways which are not located wholly within a Unit, the Commercial Area, and entrances and exits to and from the Condominium other than entrances to the individual Units which are for the exclusive use of the Residential Area or Residential Units of the Building;

5. All improved and unimproved areas of the Condominium located outside the boundaries of the Units and the Commercial Area that is for the exclusive use of the Residential Area of the Condominium;

6. All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, cable, gas, hot and cold water and heat (including all boilers, pipes, cooling towers, condensers, electric and hot water cabinet unit heaters, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces that are for the exclusive use of the Residential Area or two (2) or more Residential Units in the Condominium;

7. All drainage systems, pumps, sewers, sewer ejector pumps, storm sewer and/or water pipes, drywells, drains, catch basins, yard and roof drains, sump pit, detention tanks or facilities that are for the exclusive use of the Residential Area of the Condominium;

8. All mechanical equipment, equipment rooms, machine rooms, telephone and cable rooms, meter rooms, utility meters, storage areas and any other mechanical rooms or areas, if applicable, that are for the exclusive use of the Residential Area of the Condominium;

9. Any heating, cooling or other mechanical system located in the Common Elements that are for the exclusive use of the Residential Area or two (2) or more Residential Units of the Condominium;

10. All tanks, pumps, motors, fans, compressors, cooling towers, condensers and control equipment that are for the exclusive use of the Residential Area or two (2) or more Residential Units of the Condominium;

11. Any intercom system that is for the exclusive use of the Residential Units;

12. The elevators, elevator cabs and elevator machine room that are for the exclusive use of the Residential Area of the Condominium;

13. The fire protection system including standpipes/combined standpipe sprinkler risers, fire hose valve, sprinkler heads and Siamese connections that are for the exclusive use of the Residential Area of the Condominium;

14. Any sprinkler system located in the Common Elements that are for the exclusive use of the Residential Area of the Condominium;

15. Any compactor and trash chutes that are for the exclusive use of the Residential Area of the Condominium;

16. The Residential Fitness Center located on the cellar floor for the exclusive use of the Residential Units;

17. The Residential Lounge and Residential Terrace located on the second floor intended for the exclusive use of the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants) of the Condominium;

18. The Bicycle Storage Space Area located on the cellar level intended for the exclusive use of the residents of the Condominium;

19. Any general storage area located in the Building used exclusively for the Residential Area;

20. Any mailboxes located in the lobby of the Building intended for the exclusive use of the Residential Units;

21. The Laundry Room located on the cellar level intended for the exclusive use of the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants) of the Condominium;

22. Refuse disposal chutes intended for the exclusive use of the Residential Units;

23. The Residential Lobby, including the package room located in the Residential Lobby;

24. The Rear Yard;

25. The service entrance located on Broome Street level intended for the exclusive use of the Residential Area;

26. The Storage Spaces located in the cellar for use of a Residential Unit Owner pursuant to the terms of a License Agreement; and

27. All other parts of the Residential Area of the Condominium and all apparatus and installations existing in the Residential Area of the Condominium or Property for common use or necessary or convenient exclusively to the existence, maintenance or safety of the Residential Area and/or Residential Unit Owners of the Condominium.

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

1. The private terraces appurtenant to Residential Units 13A, 15B and PHA (located on the 24th Floor) shall be a Limited Common Element for the exclusive use of the Residential Unit Owner of the applicable Residential Unit;

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

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

All structural repairs and replacements to any private terrace appurtenant to Residential Units 13A, 15B and PHA (located on the 24th Floor) that is an Individual Residential Unit's Limited Common Element will be the obligation of the Condominium to repair and replace. Notwithstanding, all expenses thereto shall be paid for by the respective Residential Unit Owner. Failure to pay the expenses to the Condominium shall be considered a default of the obligations of the Residential Unit Owner and the

Board of Managers shall have all of the rights afforded the Board as detailed in Article IX of the By-Laws. All general maintenance and repairs of a private terrace appurtenant to Residential Units 13A, 15B and PHA (located on the 24th floor) terrace, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks, the replacement of pavers and the repair or replacement of the surface of the private terrace shall be the responsibility of the Residential Unit Owner whose private terrace is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The private terraces are not permitted to be used for storage and are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to sleeping, living room, office or similar use. All drains located on a private terrace must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a private terrace.

All repairs, maintenance and replacement and all costs associated thereto to any hot water tank, boiler, fireplace, heat pump, condenser or any other heating, cooling or other mechanical system, which service an individual Residential Unit shall be the sole obligation of the applicable Residential Unit Owner for which the facility is a Limited Common Element. Failure to pay the expenses to the Condominium shall be considered a default of the obligations of the Residential Unit Owner and the Board of Managers shall have all of the rights afforded the Board as detailed in Article IX of the By-Laws.

E. Commercial Unit's Limited Common Elements - The following portions of the Common Elements shall be Limited Common Elements for the exclusive use of the owner of a Commercial Unit, if applicable and are herein sometimes collectively referred to as the "Commercial Unit's Limited Common Elements":

1. The entrances to and exits from a Commercial Unit;

2. The equipment and facilities exclusively serving only a Commercial Unit if located outside the Commercial Unit and all other apparatus, installations, systems equipment and facilities in the Condominium (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit the Commercial Unit exclusively;

3. Any portion of the roof, including any roof equipment area, that services a Commercial Unit exclusively;

4. Any commercial storage area located in the Building servicing a Commercial Unit;

5. Stairs, stairways, hallways which service a Commercial Unit exclusively;

6. All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, cable, gas, hot and cold water and heat (including all pipes, ducts, wires,

chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces that service a Commercial Unit exclusively;

7. All drainage systems, sewer and/or storm sewer pipes, sewer ejector pumps, drywells, drains or detention tanks and facilities, if applicable, that service a Commercial Unit exclusively;

8. All mechanical equipment, utility meters, storage areas, if applicable, that service a Commercial Unit exclusively;

9. Any heating, cooling or other mechanical system located in the Common Elements servicing a Commercial Unit exclusively;

10. Any intercom system that services the Commercial Unit exclusively;

11. All telephone and cable rooms, meter rooms, compactor rooms, refuse/recycle rooms, equipment rooms and any other mechanical rooms or areas that service a Commercial Unit exclusively; and

12. All other parts of the Condominium and all apparatus and installations existing in the Condominium for the exclusive use of a Commercial Unit.

F. Provisions Applicable to All Common Elements

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

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

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

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

The Common Expenses associated with the Condominium, General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, that are the obligation of the Condominium to repair maintain and replace, as necessary and other costs designated as a Condominium obligation or Common Expense shall be paid for by all Unit Owners based upon their

Percentage of Common Interest in the Condominium as reflected in Schedule A of the Offering Plan except as provided in Section 339-m of the Real Property Law.

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

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

Sponsor will endeavor in good faith to market and sell the Residential Units in the Condominium. Notwithstanding, Sponsor is retaining the unconditional right to rent rather than sell the Residential Units. Because Sponsor is retaining the unconditional right to rent rather than sell the Residential Units after Plan consummation, this Plan may not result in the creation of a condominium in which a majority of the Residential Units are owned by owner-occupants or investors unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Residential Units, there is no commitment to sell more Units than the fifteen (15%) percent necessary to declare the plan effective. Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of the Offering Plan. In the event Sponsor makes a bulk sale of all or some of its unsold Residential Units, the transferee successor Sponsor will be bound by Sponsor's representations regarding its commitment to sell Residential Units. A bulk sale consists of the transfer of ten (10) or more Residential Units or twenty (20%) percent or more of the total number of Residential Units in the Condominium.

Sponsor has obtained loans (the "Loans") from Bank Leumi, USA, a New York banking corporation, with an address of 579 Fifth Avenue, New York, New York 10017 ("Lender") which will enable the Sponsor to develop and construct the Building. The Loans do not provide for any minimum number or percentage of Units that must be under contract before the Offering Plan can be declared effective. The Loans do not have any limitations or requirements that have been imposed by the Lender that require when the Sponsor may rent rather than sell under specified market conditions except that the Sponsor cannot enter into any leases without the prior written consent of the Lender.

The Sponsor shall be obligated to pay off and otherwise comply with the terms of the loans on the entire Condominium and shall be required to release each Residential Unit from the loans at the time of Closing pursuant to a minimum release price set by the Lender. As of the date of this Offering Plan no minimum release price has been set.

Sponsor retains the right to sublet the Commercial Unit as long as Sponsor owns the Commercial Unit.

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

Purchasers of a Residential Unit should refer to the floor plans in Schedule G-2 of Part II of the Plan for details of each type of Residential Unit. The approximate, within reasonable tolerances, physical dimensions of each Unit consists of the area measured from the exterior side of the Building walls at the Building line and/or property line enclosing the Unit, and/or from the midpoint of the interior Party Walls separating the Unit from another Unit, and/or from the public side or egress stair side of the interior Party Walls separating the Unit from public corridors or egress stairs, respectively, and/or from the mechanical space side of interior Party Walls and partitions separating the Unit from an elevator or other mechanical equipment space or any other Common Elements, and/or from the midpoint of a wall (other than a foundation wall) comprising a General Common Element or General Residential Units' Limited Common Element enclosing a Commercial Unit (other than Storage Space), and/or from the Unit side of a foundation wall enclosing a Commercial Unit. Columns and mechanical pipes and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. The outdoor floor area of a Terrace appurtenant to a Residential Unit is not included in the Residential Unit's indoor floor area of each Residential Unit. The floor area occupied by any Common Elements bordering or within a Unit (such as the Building Walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the calculation of the floor area of the Unit, but such Common Elements are not part of the Unit. Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under finished flooring and sub-flooring materials) to the underside to the concrete slab above. The clearance beneath the top of the concrete floor slab and the bottom of the finished ceiling in the Units is indicated in the Description of Property and Specifications, but certain Units and areas within other Units may have clearances of less than indicated to accommodate facilities located above the same or otherwise to respect to common conditions. As such the areas are not based upon measurements from interior surfaces

of interior walls, and the actual living area comprising the Residential Unit is significantly less than the area listed in Schedule A.

A Unit Owner is required to pay monthly Common Charges assessed by the Board of Managers for the operation and maintenance of the Condominium pursuant to Sections 339(i) and (m) of the New York Condominium Act. Monthly Common Charges may commence with the Closing of the first Residential Unit which is expected to be September 1, 2018. Purchasers should refer to Section XIX as to the right of the first Board of Managers to commence the collection of Common Charges at a subsequent date. Purchasers should note that pursuant to the terms of the Offering Plan as long as the Sponsor retains control of the Board of Managers, the Board of Managers retains the right to delay the commencement of the collection of Common Charges. During any such delay period, the Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve funds reflected in the Budget. Upon the commencement of the collection of Common Charges, there will be no assessment of Residential Unit Owners for prior expense of the budget during the period Sponsor was paying the Common Expenses of the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as provided for in the governing regulations. In the event Sponsor elects to delay collection of Condominium Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the post-closing Amendment to the Offering Plan. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Residential Unit Owners in writing of the expiration of the delay period at least thirty (30) days prior to commencing collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan.

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

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

There is no restriction upon ownership of a Residential Unit. Occupancy of a Residential Unit, however, may only be for residential purposes as described in Section XX of the Offering Plan. The Board of Managers will have a right of first refusal on the sale or rental of Residential Unit as provided in Section XX of the Offering Plan. Residential Units can be sold by a Residential Unit Owner, provided that the Residential Unit Owner is not in arrears on the payment of Common Charges (except where the

payment of such unpaid Common Charges is paid by the Grantee or provided for out of the proceeds of the sale) and subject to restrictions contained in the mortgage, if any, covering their Residential Unit. A Purchaser is free to make a gift of their Residential Unit to anyone during their lifetime or to devise their Residential Unit by will, or to have it pass by intestacy without any restriction. No Residential Unit can be sold without a simultaneous sale of the undivided interest in the Limited Common Elements that pertain to the Residential Unit.

Sponsor does not wish to sell Residential Units to Purchasers who intend to purchase the Residential Unit as a short term resale investment. As such the Purchase Agreement provides that a Residential Unit may not be resold within twelve (12) months from the Closing of Title to the Residential Unit. This provision only applies to the initial Purchaser of a Residential Unit from Sponsor and not to subsequent resales and does not apply if the Residential Unit Owner or spouse dies within the twelve (12) month period or if all the Residential Units have been titled by Sponsor before the twelve (12) month period. In addition, it does not apply to any mortgagee who forecloses or accepts a deed in lieu of foreclosure for a default under a first mortgage.

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

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

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

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

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

Each Unit will be taxed separately for real estate tax purposes and may be separately mortgaged. Therefore, no Unit Owner is liable for the payment of real estate taxes or mortgage payments on any other Unit. In the opinion of counsel, a Unit Owner is presently entitled to deductions for income tax purposes for payments for real estate taxes applicable to their Unit. In addition, provided the Residential Unit will be the Purchaser's principal residence or one (1) other residence selected pursuant to Section 163(h)(5)(A)(i)(II) of the Internal Revenue Code of 1986, a Residential Unit Owner may also deduct the interest on the mortgage they procure to finance the purchase of their Residential Unit for income tax purposes. See Section XXII of the Offering Plan.

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

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

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

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

There are no restrictions on who may purchase a Residential Unit in the Condominium except that this offer is made only to persons over eighteen (18) years of age. Each Residential Unit Owner can sell their Residential Unit to whomever they desire subject to the limitation regarding resale of a Residential Unit within twelve (12) months of the Closing of Title to an initial Purchaser of a Residential Unit from the Sponsor. See Paragraph 35 of the Purchase Agreement.

See Section XX as to the right of first refusal on the sale or rental of a Residential Unit.

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

II. DEFINITIONS

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

1. "Bicycle Storage Space Area" – The bicycle storage room located in the cellar for storage of bicycles on a first come first served basis (subject to any rules and regulations promulgated by the Residential Members of the Board of Managers) by the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants.

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

3. "Board Member" or "Member" – Each individual representative elected, designated or appointed to the Board of Managers. The Board Members are described as follows:

(a) "Residential Board Members" – The Board Members representing the Residential Unit Owners.

(b) "Commercial Unit" – The Board Member representing the Commercial Unit Owner.

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

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

6. "Certificate of Occupancy" – A document issued by the DOB which permits a Unit to be occupied.

7. "Common Charges" - Each Unit Owner's proportionate share of Common Expenses of the Condominium.

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

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

   b. General Residential Units' Limited Common Elements which are Common Elements for the exclusive use of all Residential Unit Owners.

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

   d. Commercial Unit's Limited Common Elements which are Common Elements which are for the exclusive use of a Commercial Unit Owner or Owners.

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

10. "Commercial Area" – The area of the Condominium consisting of the Commercial Unit and Commercial Unit's Limited Common Elements.

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

12. "Condominium" – 570 Broome Condominium which includes the Unit Owners, the Units and the Common Elements.

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

14. "Condominium Documents" - The Declaration of Condominium, the By-Laws the As-Built Floor Plans of the Units and the Condominium Unit Designation Map (as provided in the Condominium Act) as the same may be amended from time to time.

15. "Condominium Property" or "Property" – The overall area of the Condominium.

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

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

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

19. "Declarant" or "Sponsor" – Soho Broome Condos LLC, a New York limited liability company and its successors, assigns and designees.

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

21. "Department of Buildings" or "DOB" – The agency that oversees the approval of the plans and construction of buildings in New York City and which issues Certificates of Occupancy.

22. "Deposit" – The amount deposited by a Purchaser towards the Purchase Price of a Residential Unit upon execution of the Purchase Agreement.

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

24. "Laundry Room Area" – The area on the cellar level of the Building and used by the residents for the cleaning, washing and drying of laundry.

25. "Lender" – Bank Leumi, USA, 579 Fifth Avenue, New York, New York 10017.

26. "Licensor" – The Board of Managers of the Condominium who has entered into a License Agreement with a Residential Unit Owner in the Condominium for a Storage Space.

27. "Licensee" – A Residential Unit Owner in the Condominium as defined herein, who has entered into a License Agreement with the Board of Managers for a Storage Space.

28. "License Agreement" – The agreement entitling the Licensee the exclusive right to use a Storage Space during the term of the agreement.

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

30. "Officer" – One (1) of the officers of the Condominium chosen by the Board of Managers as provided for in Article IV of the By-Laws of the Condominium including the President, Vice President, Secretary and Treasurer.

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

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

33. "Rear Yard" – The rear yard located on the 2nd floor of the Building for use by the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants).

34. "Residential Fitness Center" – The fitness center located in the cellar of the Building for use by the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants).

35. "Residential Area" – The area of the Condominium consisting of the Residential Units, General Residential Unit's Limited Common Elements and Individual Residential Unit's Limited Common Elements.

36. "Residential Lobby" – The lobby located on the ground level of the Building for use by the Residential Unit Owners, residents of the Building

(including family and permitted occupants of the Residential Unit Owner and their tenants), guests, employees, agents, independent contractors, licensees, or invitees of a Residential Unit Owner.

37. "Residential Lounge" – The lounge located on the 2nd floor of the Building for use by the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants).

38. "Residential Terrace" - The terrace located on the ground floor and 2nd floor of the Building for use by the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants).

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

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

41. "Storage Spaces" – One (1) of the fourteen (14) storage spaces located in the cellar that will be offered to Residential Unit Owners pursuant to a license agreement to Residential Unit Owners.

42. "Unit" – One (1) of the Units in the Condominium. The Units are categorized as follows:

    a. "Residential Unit" – One (1) of the fifty four (54) Units designated as a Residential Unit in Schedule B of the Declaration for residential use.

    b. "Commercial Unit" – The Commercial Unit in Schedule B of the Declaration of Condominium to be used for any use permitted by New York City pursuant to applicable zoning except that the Declaration of Condominium prohibits the use of the Commercial Unit for the following uses: veterinarian's office or pet shop; martial arts studio or school; machine shop or welding shop; dry cleaning or laundry service; chemical wholesaling, storage, retailing or manufacturing; heavy trucking, methadone clinic, drug or alcohol rehabilitation; extermination service; bicycle messenger center; bowling alley, manufacturer of tobacco products; leather dying or coloring; motel/hotel/hostel/homeless shelter or any transient use; tattoo parlor; waste disposal/refuse center; amusement arcade; auditorium; billiard parlor; brewery; heavy manufacturing of any kind; adult bookstore or video shop or other adult entertainment facility; homeless shelter; any enterprise engaging in pornography;

restaurant, fast food establishments, bar, pub, or commercial cooking.

As used herein the terms "Residential and Commercial Units" are equivalent to the term "Unit" in Article 9-B of the Real Property Law of the State of New York.

As used herein the term "Unit" shall include all the Units in the Condominium.

43. "Unit Owner" – A Unit Owner includes all the Unit Owners in the Condominium. Unit Owners are described as follows:

    a. "Residential Unit Owner" – The Owner of a Residential Unit.

    b. "Commercial Unit Owner" – The Owner of the Commercial Unit.

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

III. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Location, Acreage and Zoning

The Condominium is located at 570 Broome, New York, NY 10013. The Condominium is zoned M1-6/HSQ (Special Hudson Square District) which permits construction of the Building. Permitted uses included residential, community facilities, commercial and general service. The overall lot size of the Condominium is approximately 5,757 square feet.

Topographical Features

The site consists of a new building over gently sloped land.

Improvements - General Description

The Building is in the process of being constructed and it is anticipated that the Closing of Title to the first Residential Unit will occur on or about September 1, 2018 subject to factors beyond Sponsor's control such as weather conditions, strikes, material shortages, acts of God and sales conditions. The Condominium as proposed will contain twenty-five (25) stories and a cellar. The Units in the Building will include:

fifty four (54) Residential Units and one (1) Commercial Unit. As of the date of this Offering Plan the Sponsor is not offering the Commercial Unit for sale. In the event and prior to offering the Commercial Unit for sale, Sponsor will amend the Offering Plan.

The Sponsor is also offering for sale pursuant to a License Agreement, fourteen (14) Storage Spaces located in the cellar of the Building at the prices shown in Schedule A. A copy of the License Agreement is contained in Schedule D-5 in Part II of the Offering Plan.

The Building Plans have been filed with the Building Department of the City of New York and are available for inspection at the Sponsor's Office.

The Units, the Building containing them and all other improvements will comply with all applicable rules, regulations, laws, and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction, and the Sponsor and all other persons engaged by the Sponsor in connection with this Plan have complied and will comply with all applicable laws, rules and regulations and other governmental requirements pertaining thereto. Construction of the Condominium will comply with the Building Code of the City of New York. Before the Closing of Title to a Unit, a temporary or permanent Certificate of Occupancy will be issued for such Unit or the Building in which it is located. At the time of the first Closing of Title to a Residential Unit, the construction of all Residential Units in that Building will have been partially or substantially completed.

Purchasers are advised that in New York, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent Certificate of Occupancy ("PCO") covering the entire building but with only a temporary Certificate of Occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the Building Department. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire building within two years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the Building Department will issue the PCO within such two (2) year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire building, and shall exercise best efforts to obtain the PCO within such two year period while keeping the TCO current. Unit

Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit requiring DOB approval prior to the issuance of a Permanent Certificate of Occupancy or renewal of a temporary Certificate of Occupancy.

Construction Data for Units, Common Elements and Limited Common Elements

The Building, the Units and Common Elements will be constructed in the manner set forth in the Building Plans filed with the City of New York, which Plans will not be changed so as to adversely affect the Unit Owners. For a detailed description of such data see the Description of Property Report in Part II of the Plan. Construction of the Building has commenced and Closing of Title to the first Residential Unit is expected to take place in January of 2016, barring any unforeseen delays beyond the control of the Sponsor such as weather conditions, strikes, material shortages, acts of God and sales conditions.

Easements

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

The owner(s) of a Commercial Unit and any Commercial Units resulting from the subdivision and/or consolidation of a Commercial Unit shall have easements for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, water and other mechanical lines and fixtures and equipment on the exterior walls, the roof and through the Common Elements of the Condominium, and in, through under and over any Commercial Unit and any Units resulting from the subdivision or consolidation of the Commercial Unit; (ii) access in and through the Common Elements of the Condominium for all required work to permit the subdivision or consolidation of a Commercial Unit; (iii) through the Common Elements of the Condominium for the use of any Commercial Unit's Limited Common Element including any storage area and roof equipment and for access to any portion of the Building for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located in or on the Building that service a Commercial Unit including any roof equipment and any storage area, provided, however, that except in the case of an emergency, the right of access for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located in or on the Building that service a Commercial Unit may be exercised only on weekdays between the hours of 8:00 AM to 6:00 PM. A Commercial Unit and any Units resulting from the subdivision or consolidation of a Commercial Unit shall be subject to easements in favor of any other Unit(s) and any Unit resulting from the subdivision or consolidation of a Commercial Unit for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving a Commercial Unit and any Units resulting from the subdivision or consolidation of a Commercial Unit. The owner and tenants of a Commercial Unit shall have the right at their sole expense to install separate heating and cooling systems for a Commercial Unit and any Units resulting from the subdivision of a Commercial Unit and an easement is herewith granted in, over, under and through the applicable portions of the entire Building for (i) the installation, maintenance, repair and replacement of the heating and cooling systems and all necessary pipes, lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised; (ii) for access to any equipment that services a Commercial Unit and which is located in the Residential Area of the Condominium or the Individual Residential Unit's Limited Common Elements and (iii) to erect, maintain and replace one or more signs on the Property permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Condominium.

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements and the Units for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Unit or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium and its residents. Such right of access

to a Unit shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

Each respective utility and cable company shall have a right of access to the Common Elements and each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in the Common Elements and any Unit. Any utility or cable company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

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

The Board of Managers shall have the right to grant easements in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the purpose of installation, maintenance and repair of a satellite dish, cable service or other data or internet services and all ancillary wires, conduits, utility lines and any other services required for a satellite dish, cable service or other data or internet services for the use of the Unit Owners in the Condominium.

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

The Sponsor, its successors, assigns, and purchasers of undeveloped or unsold Units, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all of the Property and the Building comprising the Condominium for the purpose of completing construction, sale and rental of Units and facilities in the Condominium and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across all of the Property and the Building comprising the Condominium for the installation, maintenance

and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Sponsor, its successors, assigns, and purchasers of undeveloped or unsold Units, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or on the Property and Building comprising the Condominium. The Sponsor, its successors and assigns, and purchasers of undeveloped or unsold Units, shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Property and the Building comprising the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Units to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their Percentage of Common Interest in the Common Elements. The Sponsor, its successors and assigns reserve the right to continue to use the Common Elements and any facilities, sales offices, model Units and signs located on the Common Elements, in its efforts to sell and/or lease Units constructed in the Condominium and to complete construction of the Condominium. This paragraph shall not be amended without the consent of the Sponsor.

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

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

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

Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements or Commercial Unit's Limited Common Elements.

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

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

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

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

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

The Board of Managers on behalf of the Condominium will have an easement and unlimited access to any Common Element, no matter how classified, for the purpose of making inspections, repairs or rebuilding of the Condominium.

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

Allocation of Common Interest

The Common Interest of the Condominium establishes the Unit Owners' percentage of ownership in the Common Elements and percentage of liability for the payment of Common Charges subject to the provisions of Section 339-m. Each Unit Owner has the Percentage of Common Interest in the Condominium set forth on Schedule A. The Percentage of Common Interest of each of the Units has been

determined pursuant to Section 339-i(1)(iv) of the Condominium Act, based on floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. Sponsor shall have the right to adjust the Percentage of Common Interest a de minimis amount so that the Percentage of Common Interest equals 100%.

Recreation Facilities

The Condominium will include the Residential Fitness Center located in the cellar level and the Residential Lounge and Residential Terrace located on the second floor of the Building. The residents' Fitness Center will include an accessible toilet room, a storage closet and will be furnished with stationary bikes, treadmills, weight training machines, free weights and bench. Any additional furnishings and/or equipment other than what is initially provided, if any, by Sponsor will be at the sole cost of the Condominium and not the Sponsor. The Residential Fitness Center, Residential Lounge and Residential Terrace will be available for Residential Owners within three (3) months of the Closing of Title to the first Residential Unit subject to conditions beyond the control of the Sponsor such as weather conditions, force majeure, labor strikes, rate of sales, etc. In the event the date of completion of these amenities is delayed a material period, Sponsor will amend the Offering Plan to disclose the revised date of completion. The Building staff will be available for Residential Unit Owners upon the Closing of Title to the first Residential Unit.

IV. LOCATION AND AREA INFORMATION

Location and Area Information

The property is located at 570 Broome Street in the Borough of Manhattan in the City, County and State of New York. It is within the boundaries of Community District 2 of Manhattan.

Transportation

New York City is serviced by three major airports – LaGuardia Airport, Kennedy International Airport and Newark International Airport. Passenger railroad service is provided from Pennsylvania Station located at Seventh Avenue and 33rd Street and from Grand Central Station, located at Lexington Avenue and 33rd Street and from Grand Central Station located at Lexington Avenue and 42nd Street. Transportation to and from the Condominium and through New York City is available by taxi, limousine, private automobiles, subway, bus and bicycle lanes. A number of commercial parking garages are located nearby. The building is in close proximity to Subway line 1 at Canal and Varick Streets and the A, C and E at Canal Street at Sixth Avenue.

Municipal Services:

The City of New York will provide water, sanitation, police and fire services to the building.

Gas

Gas service will be provided by Con Edison for apartment cooking, space heating and domestic water. Separate Con Edison gas utility meters will be provided:

Electric

Electric service will be provided by Con Edison as described in the Description of Property Report in Part II of the Offering Plan. The electricity consumed for the common portion of the Building will be metered by Con Edison and paid for as part of the Common Charges. Each Residential Unit will be individually metered for electric usage, and the cost thereof will be an individual expense of each Residential Unit Owner.

Telephone

Each Residential Unit Owner will be responsible for their own phone service.

Water and Sewage

Water supply and sewer servicing the Building will be provided by the City of New York as described in the Description of Property Report in Part II of the Offering Plan.

Refuse Removal

Refuse removal will be provided by the New York City Department of Sanitation.

Snow Removal

Snow removal and road maintenance for all public streets adjoining the Condominium is provided by the New York City Sanitation Department. All snow removal and cleaning of any sidewalks and entranceways that abut the Condominium and the Commercial Unit that is not the responsibility of the City of New York shall be the responsibility of the Condominium and a Common Expense of all the Units in the Condominium.

Medical, Educational and Religious Facilities

A number of medical centers are located within proximity to the Building, such as NYU Langone Hospital, Bellevue Hospital Center, New York Presbyterian Lower Manhattan Hospital and Mount Sinai Beth Israel Hospital.

Public schools located in the general vicinity are as follows:

Elementary School:
P.S. 003 Charrette School
490 Hudson Street
New York, NY 10014

Middle School:
J.H.S 104 Simon Baruch
330 East 21st Street
New York, NY 10010

High School:
Millennium High School
75 Broad Street
New York, NY 10004

Although the public schools referred to above will probably be the schools that the children of the Condominium will attend, no representation can be made as to the actual schools, or whether the children will have school bus service provided.

The above listing is by no means inclusive. No representation is made that the children of Residential Unit Owners will be entitled to attend any particular school.

There are houses or worship of most faiths in the vicinity of the property.

Zoning

The zoning classification of the property is M1-6A/HSQ which permits construction of the Building for mixed use.

All surrounding areas are fully developed. Sponsor makes no representation as to whether or not said areas will remain in their current use or if redeveloped, as to their eventual use.

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

V. SCHEDULE A

570 Broome Condominium
570 Broome Street
New York, New York 10013

Information for the First Year of Operation Commencing September 1, 2018 and Sales Prices as of the Date of Acceptance of the Offering Plan

(2)	(2)	(2)	(2)	(2)	(1)	(3)	(5)	(4)	(5)	(4)	(4) (5)
Unit No.	Approximate Unit Square Footage	Approximate Terrace Square footage as Limited Common Element	Total Square Footage	Number of Rooms, Bedrooms (BR), Bathrooms (BTH), Terraces(T)	Offering price	Percentage of Common Interest	Projected Monthly Real Estate Taxes	Estimated Monthly Common Charges	Estimated Annual Real Estate Taxes	Estimated Annual Common Charges	Total Monthly Combined Common Charges & Real Estate Taxes
3A	1,138		1,138	4/2BR/2BTH	$2,250,000	1.81%	$ 1,866.75	$ 1,212.68	22,401	$ 14,552.16	$ 3,079.43
3B	677		677	3/1BR/1BTH	$1,350,000	1.08%	$ 1,113.83	$ 723.59	13,366	$ 8,683.08	$ 1,837.42
3C	1,193		1,193	4/2BR/2BTH	$2,350,000	1.90%	$ 1,959.58	$ 1,272.98	23,515	$ 15,275.76	$ 3,232.56
4A	1,138		1,138	4/2BR/2BTH	$2,280,000	1.81%	$ 1,866.75	$ 1,212.68	22,401	$ 14,552.16	$ 3,079.43
4B	677		677	3/1BR/1BTH	$1,370,000	1.08%	$ 1,113.83	$ 723.59	13,366	$ 8,683.08	$ 1,837.42
4C	1,193		1,193	4/2BR/2BTH	$2,380,000	1.90%	$ 1,959.58	$ 1,272.98	23,515	$ 15,275.76	$ 3,232.56
5A	1,138		1,138	4/2BR/2BTH	$2,310,000	1.81%	$ 1,866.75	$ 1,212.68	22,401	$ 14,552.16	$ 3,079.43
5B	677		677	3/1BR/1BTH	$1,390,000	1.08%	$ 1,113.83	$ 723.59	13,366	$ 8,683.08	$ 1,837.42
5C	1,193		1,193	4/2BR/2BTH	$2,410,000	1.90%	$ 1,959.58	$ 1,272.98	23,515	$ 15,275.76	$ 3,232.56
6A	1,138		1,138	4/2BR/2BTH	$2,340,000	1.81%	$ 1,866.75	$ 1,212.68	22,401	$ 14,552.16	$ 3,079.43
6B	677		677	3/1BR/1BTH	$1,410,000	1.08%	$ 1,113.83	$ 723.59	13,366	$ 8,683.08	$ 1,837.42
6C	1,193		1,193	4/2BR/2BTH	$2,440,000	1.90%	$ 1,959.58	$ 1,272.98	23,515	$ 15,275.76	$ 3,232.56
7A	802		802	3/1BR/1BTH	$1,725,000	1.28%	$ 1,320.17	$ 857.59	15,842	$ 10,291.08	$ 2,177.76
7B	1,539		1,539	6/3BR/3BTH	$3,375,000	2.45%	$ 2,526.83	$ 1,641.48	30,322	$ 19,697.76	$ 4,168.31
7C	734		734	3/1BR/1BTH	$1,475,000	1.17%	$ 1,206.67	$ 783.89	14,480	$ 9,406.68	$ 1,990.56
8A	802		802	3/1BR/1BTH	$1,750,000	1.28%	$ 1,320.17	$ 857.59	15,842	$ 10,291.08	$ 2,177.76
8B	1,539		1,539	6/3BR/3BTH	$3,425,000	2.45%	$ 2,526.83	$ 1,641.48	30,322	$ 19,697.76	$ 4,168.31
8C	734		734	3/1BR/1BTH	$1,495,000	1.17%	$ 1,206.67	$ 783.89	14,480	$ 9,406.68	$ 1,990.56
9A	802		802	3/1BR/1BTH	$1,775,000	1.28%	$ 1,320.17	$ 857.59	15,842	$ 10,291.08	$ 2,177.76
9B	1,539		1,539	6/3BR/3BTH	$3,475,000	2.45%	$ 2,526.83	$ 1,641.48	30,322	$ 19,697.76	$ 4,168.31
9C	734		734	3/1BR/1BTH	$1,515,000	1.17%	$ 1,206.67	$ 783.89	14,480	$ 9,406.68	$ 1,990.56
10A	802		802	3/1BR/1BTH	$1,800,000	1.28%	$ 1,320.17	$ 857.59	15,842	$ 10,291.08	$ 2,177.76
10B	1,539		1,539	6/3BR/3BTH	$3,525,000	2.45%	$ 2,526.83	$ 1,641.48	30,322	$ 19,697.76	$ 4,168.31
10C	734		734	3/1BR/1BTH	$1,535,000	1.17%	$ 1,206.67	$ 783.89	14,480	$ 9,406.68	$ 1,990.56
11A	802		802	3/1BR/1BTH	$1,825,000	1.28%	$ 1,320.17	$ 857.59	15,842	$ 10,291.08	$ 2,177.76
11B	1,539		1,539	6/3BR/3BTH	$3,575,000	2.45%	$ 2,526.83	$ 1,641.48	30,322	$ 19,697.76	$ 4,168.31
11C	732		732	3/1BR/1BTH	$1,575,000	1.16%	$ 1,196.42	$ 777.19	14,357	$ 9,326.28	$ 1,973.61
12A	802		802	3/1BR/1BTH	$1,850,000	1.28%	$ 1,320.17	$ 857.59	15,842	$ 10,291.08	$ 2,177.76
12B	1,539		1,539	6/3BR/3BTH	$3,625,000	2.45%	$ 2,526.83	$ 1,641.48	30,322	$ 19,697.76	$ 4,168.31
12C	732		732	3/1BR/1BTH	$1,595,000	1.16%	$ 1,196.42	$ 777.19	14,357	$ 9,326.28	$ 1,973.61
13A	1,470	336	1,806	4/2BR/2.5BTH/1T	$4,075,000	2.51%	$ 2,588.75	$ 1,681.68	31,065	$ 20,180.16	$ 4,270.43
13B	1,294		1,294	4/2BR/2.5BTH	$2,975,000	2.06%	$ 2,124.58	$ 1,380.18	25,495	$ 16,562.16	$ 3,504.76
14A	1,470		1,470	4/2BR/2.5BTH	$3,625,000	2.34%	$ 2,413.42	$ 1,567.78	28,961	$ 18,813.36	$ 3,981.20
14B	1,294		1,294	4/2BR/2.5BTH	$3,015,000	2.06%	$ 2,124.58	$ 1,380.18	25,495	$ 16,562.16	$ 3,504.76
15A	1,248		1,248	4/2BR/2.5BTH	$3,150,000	1.98%	$ 2,042.08	$ 1,326.58	24,505	$ 15,918.96	$ 3,368.66
15B	1,183	336	1,519	4/2BR/2.5BTH/1T	$3,295,000	2.07%	$ 2,134.92	$ 1,386.88	25,619	$ 16,642.56	$ 3,521.80
16A	1,248		1,248	4/2BR/2.5BTH	$3,225,000	1.98%	$ 2,042.08	$ 1,326.58	24,505	$ 15,918.96	$ 3,368.66
16B	1,183		1,183	4/2BR/2.5BTH	$2,950,000	1.88%	$ 1,938.92	$ 1,259.58	23,267	$ 15,114.96	$ 3,198.50
17A	1,248		1,248	4/2BR/2.5BTH	$3,265,000	1.98%	$ 2,042.08	$ 1,326.58	24,505	$ 15,918.96	$ 3,368.66
17B	1,183		1,183	4/2BR/2.5BTH	$2,990,000	1.88%	$ 1,938.92	$ 1,259.58	23,267	$ 15,114.96	$ 3,198.50

* The terrrace areas are not permitted to be used for a bedroom or living room. Use of this space improperly may result in a building code violation against the Unit.

V. SCHEDULE A

570 Broome Condominium
570 Broome Street
New York, New York 10013

Information for the First Year of Operation Commencing September 1, 2018 and Sales Prices as of the Date of Acceptance of the Offering Plan

(2)	(2)	(2)	(2)	(2)	(1)	(3)	(5)	(4)	(5)	(4)	(4) (5)
Unit No.	Approximate Unit Square Footage	Approximate Terrace Square footage as Limited Common Element	Total Square Footage	Number of Rooms, Bedrooms (BR), Bathrooms (BTH), Terraces(T)	Offering price	Percentage of Common Interest	Projected Monthly Real Estate Taxes	Estimated Monthly Common Charges	Estimated Annual Real Estate Taxes	Estimated Annual Common Charges	Total Monthly Combined Common Charges & Real Estate Taxes
18A	1,248		1,248	4/2BR/2.5BTH	$3,305,000	1.98%	$ 2,042.08	$ 1,326.58	24,505	$ 15,918.96	$ 3,368.66
18B	1,183		1,183	4/2BR/2.5BTH	$3,030,000	1.88%	$ 1,938.92	$ 1,259.58	23,267	$ 15,114.96	$ 3,198.50
19A	1,248		1,248	4/2BR/2.5BTH	$3,345,000	1.98%	$ 2,042.08	$ 1,326.58	24,505	$ 15,918.96	$ 3,368.66
19B	1,183		1,183	4/2BR/2.5BTH	$3,070,000	1.88%	$ 1,938.92	$ 1,259.58	23,267	$ 15,114.96	$ 3,198.50
20A	1,248		1,248	4/2BR/2.5BTH	$3,385,000	1.98%	$ 2,042.08	$ 1,326.58	24,505	$ 15,918.96	$ 3,368.66
20B	1,183		1,183	4/2BR/2.5BTH	$3,110,000	1.88%	$ 1,938.92	$ 1,259.58	23,267	$ 15,114.96	$ 3,198.50
21A	1,248		1,248	4/2BR/2.5BTH	$3,425,000	1.98%	$ 2,042.08	$ 1,326.58	24,505	$ 15,918.96	$ 3,368.66
21B	1,183		1,183	4/2BR/2.5BTH	$3,150,000	1.88%	$ 1,938.92	$ 1,259.58	23,267	$ 15,114.96	$ 3,198.50
22A	1,248		1,248	4/2BR/2.5BTH	$3,465,000	1.98%	$ 2,042.08	$ 1,326.58	24,505	$ 15,918.96	$ 3,368.66
22B	1,183		1,183	4/2BR/2.5BTH	$3,190,000	1.88%	$ 1,938.92	$ 1,259.58	23,267	$ 15,114.96	$ 3,198.50
23A	1,248		1,248	4/2BR/2.5BTH	$3,505,000	1.98%	$ 2,042.08	$ 1,326.58	24,505	$ 15,918.96	$ 3,368.66
23B	1,183		1,183	4/2BR/2.5BTH	$3,230,000	1.88%	$ 1,938.92	$ 1,259.58	23,267	$ 15,114.96	$ 3,198.50
PHA	1,943	643	2,586	6/3BR/3BTH/2T	$6,250,000	3.40%	$ 3,506.58	$ 2,277.97	42,079	$ 27,335.64	$ 5,784.55
PHB	1,943		1,943	6/3BR/3BTH	$5,650,000	3.09%	$ 3,186.92	$ 2,070.27	38,243	$ 24,843.24	$ 5,257.19
Commercial	1,815		1,815	Ground Floor Retail	**NA	1.07%	$ 905.17	$ 716.89	10,862	$ 8,602.68	$ 1,622.06
54 Residential Units 1 Commercial Unit	63,586	1,315	64,901		$ 148,870,000	100.00%	$ 102,937.16	$ 66,999	1,235,246	$ 803,989	$ 169,936

* The terrrace areas are not permitted to be used for a bedroom or living room. Use of this space improperly may result in a building code violation against the Unit.

** The Commercial Unit is not currently being offered for sale.

(2)	(2)	(1)
Storage Space	Approximate Unit Square Footage	Initial License Fee
S01	24	$25,000
S02	24	$25,000
S03	24	$22,500
S04	24	$24,000
S05	24	$25,000
S06	16	$17,500
S07	16	$17,500
S08	16	$17,500
S09	16	$17,500
S10	18	$20,500
S11	18	$20,500
S12	18	$18,500
S13	18	$18,500
S14	18	$18,500
S15	18	$18,500
S16	18	$18,500
Total Storage	310	$325,000

Total Offering Price (Units and Storage Spaces) $ 149,195,000

FOOTNOTES TO SCHEDULE A

1. No change in the sales prices will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Plan at any time during the Offering where a reduction in sales price does not constitute a general offering but is rather the result of an individually negotiated Residential Unit purchase. See Section X of the Offering Plan as to other terms of the offering which are negotiable. See Section XVI of the Offering Plan for estimated Closing Costs and Adjustments, which costs are in addition to the sale prices set forth herein. As of the date of this Offering Plan the Sponsor is not offering the Commercial Unit for sale. In the event and prior to offering the Commercial Unit for sale, Sponsor will amend the Offering Plan. The number of rooms in each Residential Unit is based upon standard Department of Buildings requirements. Purchasers should refer to Schedule A as to the Residential Units that include a terrace as a Limited Common Element.

2. Purchasers of a Residential Unit should refer to the floor plans in Schedule G-2 of Part II of the Plan for details of each type of Residential Unit. The approximate, within reasonable tolerances, physical dimensions of each Unit consists of the area measured from the exterior side of the Building walls at the Building line and/or property line enclosing the Unit, and/or from the midpoint of the interior Party Walls separating the Unit from another Unit, and/or from the public side or egress stair side of the interior Party Walls separating the Unit from public corridors or egress stairs, respectively, and/or from the mechanical space side of interior Party Walls and partitions separating the Unit from an elevator or other mechanical equipment space or any other Common Elements, and/or from the midpoint of a wall (other than a foundation wall) comprising a General Common Element or General Residential Units' Limited Common Element enclosing a Commercial Unit (other than Storage Space), and/or from the Unit side of a foundation wall enclosing a Commercial Unit. Columns and mechanical pipes and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. The outdoor floor area of a Terrace appurtenant to a Unit is not included in the Unit's indoor floor area of each Unit. The floor area occupied by any Common Elements bordering or within a Unit (such as the Building Walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the calculation of the floor area of the Unit, but such Common Elements are not part of the Unit. Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under finished flooring and sub-flooring materials) to the underside to the concrete slab above. The clearance beneath the top of the concrete floor slab and the bottom of the finished ceiling in the Units is indicated in the Description of Property and Specifications, but certain Units and areas within other Units may have clearances of less than indicated to accommodate facilities located above the same or otherwise to respect to common conditions. As such the areas are not based upon measurements from interior surfaces of interior walls, and the

actual living area comprising the Residential Unit is significantly less than the area listed in Schedule A.

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

4. Common Charges have been estimated by the Sponsor and include fire and liability insurance for the Units and Common Elements and maintenance and operation of the General Common Elements, General Residential Units' Limited Common Elements and Individual Residential Unit's Limited Common Elements that are the obligation of the Condominium to repair, maintain and replace, as necessary. Common Charges exclude repair and decoration to the inside of a Unit, utilities for each Unit and insurance for personal belongings. See Schedule B-1 for estimated heating and electrical costs for the Residential Units.

5. Real estate tax estimates are based upon information received from Anthony Como Associates with offices located at 36 Richmond Terrace, Suite 108, Staten Island, New York 10301. The assessed value of each Unit will be determined by the City of New York. As described more fully in Section XXI, taxes may increase in subsequent years if the tax rates increase.

   The projected billable assessment for the Residential Units in the Condominium upon completion of construction is approximately $9,000,160. Based upon an estimated tax rate of 12.892% per $100 of assessed value, the estimated fiscal year annual taxes for all of the Residential Units upon full assessment would be approximately $1,224,760. The annual real estate taxes that have been estimated in Schedule A are based on estimated taxes for the tax year 2019/2020

the first taxable year upon the estimated date of the completion of construction of the Condominium. The projected assessment for the Commercial Unit in the Condominium upon completion of construction is approximately $99,840. Based upon the above formula and an estimated tax rate of 10.574% per $100 of assessed value, the estimated annual taxes for the first year of operation of the Condominium for the Commercial Unit would be $10,557. Purchasers are advised that this projection is an estimate as it is unlikely that the post construction assessed value or tax rate will remain constant. Thus, the actual assessment and real estate tax for each Unit may be more or less than the Unit's proportionate share of the total assessment and tax amount shown.

Each Unit will be given a separate block and lot designation.

Although the aforesaid estimate of Actual Assessed Valuation is a good faith estimate, it is not possible to estimate the same with any degree of certainty. Assessed valuations, when actually made, may be lesser or greater based on interpretation of the administrative code and the applicable rules and regulations of the City of New York. The estimates are not intended, and should not be construed as warranties as to future assessed valuations of the Property.

After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units. In addition, pursuant to the provisions of the Internal Revenue Code of 1986, the real estate taxes payable by a Unit Owner which are assessed against their Unit by any governmental taxing authority, are a proper deduction in connection with Federal, State and City Income Taxes payable by such Unit Owner.

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

See Section XXI for a full discussion of the real estate taxes applicable to the Units.

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

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

VI. SCHEDULE B

570 BROOME CONDOMINIUM

PROJECTED BUDGET FOR FIRST YEAR OF OPERATION

Beginning September 1, 2018

INCOME

Common Charges (1)	$803,989
Total Income (2)	$803,989

EXPENSES

Salaries, Including Payroll Taxes and Benefits (3)	$449,282
Cooking, Heating, and Hot Water Gas (4)	$ 28,243
Electricity for Common Elements (5)	$ 79,942
Water and Sewer Charges (6)	$ 46,146
Repairs, Maintenance and Supplies (7)	$ 23,712
Service Proposals and/or Contracts (8)	$ 40,460
Insurance (9)	$ 34,600
Management Fees (10)	$ 36,000
Administrative, Legal and Accounting Fees (11)	$ 9,500
Reserve Fund (12)	$ 33,667
Contingency 3.0% of Expenses (13)	$ 22,437
Total Expenses	$803,989

* In the event the actual first year budget differs from the actual commencement of the budget year by six (6) months or more, Sponsor will amend the Plan to include a revised budget. See explanatory footnotes. If amended budget exceeds this budget by twenty-five (25%) percent or more, the Sponsor will offer all Purchasers the right to rescind their Purchase Agreement and have their deposits returned, with interest, if any within a reasonable period of time that is not less than fifteen (15) days. In addition, in the event the estimated commencement date of the first year of operation of the Condominium is delayed by twelve (12) months or more, Purchasers will be offered a right of rescission unless Purchaser enters into a Purchase Agreement subsequent to an amendment disclosing a revised estimated date of the first Closing. In such an event the Purchaser will be offered a right of rescission by an amendment to the Offering Plan if the estimated date of the Closing of the first Residential Unit is delayed by twelve (12) months or more from the estimated date disclosed in the amendment.

FOOTNOTES TO PROJECTED BUDGET

1. **COMMON CHARGES**

The estimate of the Annual Common Charges to be collected during the first year of Condominium operation is based upon a projection of the total amount of Common Charges that will be levied against the Residential and Commercial Units and is based upon full occupancy of the Condominium. The Owner of a Commercial Unit will be obligated to pay a share of the cost of insurance and maintenance and operation of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements that are the responsibility of the Condominium and other Common Expenses reflected in Schedule B based on the percentage of Common Interest in the Building allocated to such Unit even though they may not be entitled to use certain parts of the Condominium. A Commercial Unit Owner will also be responsible for the entire cost of the maintenance and operation of the Commercial Unit's Limited Common Elements. Notwithstanding, as provided for in Section 339-m of The Real Property Law of the State of New York, the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements, General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Element that is the Condominium's obligation to repair and maintain, in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. As a result the Board of Managers can allocate Common Expenses that are exclusively for the General Residential Units' Limited Common Elements and for the Residential Units solely to the Residential Units and any expenses solely for the Commercial Unit to the Commercial Unit. In such an event the Residential Unit Owner shall pay its allocable share of such expenses based upon the pro rata square footage of the Residential Unit in comparison to the square footage of all the Residential Units as reflected in Schedule B of this Declaration or in such other manner as permitted pursuant to Section 339-m. In the event of any dispute relating to the expenses to be borne by a Commercial Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XIII of the By-Laws.

2. **TOTAL INCOME**

This figure does not include any interest income that may be received by the Board of Managers from investment of the Working Capital Fund to be established at the various Residential Unit Closings. For more information regarding the Working Capital Fund, see the section of the Plan titled, "Working Capital Fund and Reserve Fund," located in Part I. It is expected that all or part of the Working Capital Fund will be expended during the first or subsequent years

of operation. Accordingly, such interest income cannot be determined with exactitude. For this reason, and for the further reason that such income does not reflect normally anticipated income from operations, no interest income has been included in the estimated income for the First Year of Condominium Operation.

3. **SALARIES INCLUDING PAYROLL, TAXES AND BENEFITS**

The figure shown includes wages, workers' compensation, disability insurance, payroll taxes and payroll processing. It also includes pay for five (5) sick days and seven (7) paid holidays and two weeks of vacation for all full-time employees. The Condominium staff will consist of the following employees: One (1) full-time superintendent, One (1) full-time porter, One (1) part-time porter, and 24/7 front desk concierge.

It is anticipated that such employees will not be union employees and will be employees of Maintenance by Choice (the Managing Agent).

It is the Sponsor's opinion that this level of staffing complies with all applicable housing and labor laws since the Residential Units are to be individually owned.

Purchasers should note that pursuant to the Administrative Code of the City of New York Section 27-052, et. seq. in the event a Building has 9 or more rental units there must either be (1) a full time superintendent who resides in the building or within 200 feet of the building; or (2) a janitorial service approved by the Department of Buildings available 24 hours per day. In view of the fact the Residential Units are being offered for sale it is unlikely that 9 or more Residential Units will be rented at the same time. In addition, as noted the budget provides for a full- time superintendent, full-time porter, part-time porter and full-time front desk concierge as described in footnote number 3 above providing said services. In the event the event the Condominium is not in compliance with the applicable Administrative Code the Condominium may have to provide for one of the above alternatives. In such an event the plan will be promptly amended to disclose said fact and any impact on the overall budget.

4. **GAS FOR HEAT, HOT WATER AND COMMON ELEMENTS**

Gas consumption for Heat in all the Units, including any supplemental heat for the public corridors, domestic hot water in the Units and Common Elements, and gas consumed in the Common Elements, shall be provided by gas-fired boilers in the boiler room located in the boiler room at the roof of the Building. The cost of this gas consumption for such heat and hot water shall be collectively metered by one or more meters. Gas service shall be provided by the Consolidated Edison Company of New York.

Total cost of gas consumption is based upon projections, made by Athwal Engineering, P.C., located at 136 N 10th Street, Brooklyn, New York 11249. The budgeted amount for the First Year of operation of the entire residential portion

including public spaces serving the condominium is based on estimated total consumption for heating specific areas at the grade level and domestic water of 22,546 therms at an estimated cost of $.98 per therm gas including sales tax, or an estimated cost of $28,243. Sponsor has added a three (3%) percent inflationary factor to the estimated cost of gas which is reflected in Footnote No. 13 of the Budget.

5. **ELECTRICITY FOR THE RESIDENTIAL COMMON ELEMENTS**

The first year electricity projection includes the aggregate cost of electricity supplied to the General Common Elements and General Residential Units' Limited Common Elements at the Property. Common site electric meters are for the elevator, lighting in public corridors and stairs, mechanical equipment, and miscellaneous common electric power for the Residential Areas, including, but not limited to, the amenities of the Property, electricity consumed for heating and/or air-conditioning of the General Residential Units' Limited Common Elements. Electrical Service shall be provided by the Consolidated Edison Company of New York. The cost of such electricity has been estimated by the office of Athwal Engineering, P.C.

The projections contained herein are based on consumption estimates of 614,935 kilowatt hours per year with the average summer and winter rate of $0.13 per kilowatt hour. The total estimated annual electricity cost for the Common Elements is $79,942. Sponsor has added a three (3%) percent inflation factor to the estimated cost of electricity which is included in Footnote No. 13 of the Budget.

The projected unit price per kilowatt hour allows for a reasonable increase over the average rates in effect as of the date of the Offering Plan. Costs can vary considerably depending upon actual usage, personal habits and maintenance of equipment in efficient operation condition as well as thermostat settings. These figures are not intended to be guaranteed.

Each Residential Unit, if any, which are conveyed therewith, and the Commercial Unit shall also be separately metered or submetered for electrical consumption within the Unit and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. See Schedule B-1 hereinafter for electrical cost projections as to individual Units.

6. **WATER AND SEWER CHARGES**

The cost of water consumption in the Units and in the Common Elements, together with all related sewer rents arising therefrom, has been estimated by the office of Athwal Engineering, P.C. The amount budgeted for the Units and the Common Elements is based upon the following:

Use of water per day per person = 80 Gallons
Annual water use based on 120 people = 3,504,000 Gallons
Based on a combined water and sewer rate of $9.85 per 100 cu.ft.
Annual Water and Sewer = $46,145.64

Water supply and sewage conveyance and disposal will be provided by the City of New York. It should be noted that there have been significant increases in N.Y.C. water and sewer charges in recent years and this trend is likely to continue.

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

7. REPAIRS, MAINTENANCE AND SUPPLIES

The figure does not include maintenance, repairs and supplies within specific Units, which are the obligation of the Unit Owner, but is designated to cover the cost of maintaining certain General Common Elements only, i.e., interior repairs not within Units, exterior repairs, including walls, windows, doors and locks, and painting of common areas which have been designated as General Common Elements. Each Residential Unit Owner and the Commercial Unit Owner will be responsible for the cost of interior maintenance, repairs, decoration and painting of their respective Units.

Other than as set forth in Note 12 below, no provision has been made to cover the cost of any major capital expenditure. Although no such expenditure is expected because the Building has been newly constructed, each Unit Owner, but not limited to, the roofs and passenger elevators in the Building, and the General Residential Units' Limited Common Elements will be obligated to pay the Unit Owner's pro rata share of such expenditures in the event that any such expenditures are required.

8. SERVICE PROPOSALS AND/OR CONTRACTS

Amounts indicated below are estimates made by the proposed Managing Agent for the Building based upon their experience of managing similar type buildings and certain written proposals set forth below:

Sprinkler/Standpipe System Maintenance and Testing and the Fire Alarm System Maintenance - No amount for service has been budgeted for maintenance during the first year of condominium operation since the equipment has a one (1) year warranty from the date of the initial temporary certificate of occupancy for the Building. The cost of monthly, quarterly, semi-annual and annual inspections of the sprinkler/standpipe systems and monitoring at the Building has been estimated by the proposed Managing Agent for the Building to be approximately $3,300 per

annum, including sales tax, based upon the experience of the Managing Agent in managing similar building.

HVAC Maintenance Contract (estimate) – The cost of maintaining the HVAC mechanical equipment in the Building, which is a Common Expense, is based upon a written proposal of Maxwell Life – HVAC, Inc., located at 4357 Bedford Avenue, 2nd Floor, Brooklyn, NY 11229 in the amount of $7,400 per year including sales tax.

Internet, Phone, & Cable – The cost of maintaining the cable, phone, and internet lines for serving various aspects of the building is estimated to cost in the amount of $6,000 per year including sales tax.

Elevator Maintenance_- The cost of elevator maintenance is Based upon an estimate proposed by ThyssenKrupp Elevator Corporation, located at 519 8th Ave, New York, NY 10018, in the amount of $1,980.00 per month plus sales tax or $23,760 per year. Sponsor notes that Local Law 10 of 1981 requires an elevator inspection to be made by September 15th of each year by an insurance company, elevator maintenance company, elevator manufacturer or elevator inspection company, and that a report be filed with the Department of Buildings of the City of New York within ten (10) days after delivery of such report to the owner. Failure to comply will result in a civil monetary penalty levied against the owner. Sponsor shall not be responsible for having such inspection or report made unless Sponsor controls the Board of Managers at the time such inspection report is due. Subsequent to Sponsor relinquishing control of the Board of Managers, the Board of Managers on behalf of all the Residential Unit Owners shall be responsible for obtaining the requisite inspections for the elevator and the cost of such inspections shall be a Common Expense.

While this Schedule B includes a reasonable allowance for possible increases in the costs that occur prior to and during the First Year of Condominium operations, no warranty is made that the actual cost for these or other services will be in accordance with these projections.

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

The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within 30 days with the option of a 90 day extension upon application to the Buildings

Department. A building is considered either safe with no further action necessary, or fit, but in a condition that warrants a repair and/or maintenance program. In the latter case, the condition must be corrected during the five-year period between mandatory inspections. As a result of the additional floors, the completed Building will require regular 5-year inspections in accordance with Local Law 11/98. The first inspection will be required five (5) years after the issuance of the first temporary certificate of occupancy for the Building. Thereafter, the Building must be inspected in accordance with NYC Local Law 11/98's five (5) year cycle.

Although not budgeted for the first year of Condominium Operation, the cost of any future additional inspections, if any, required by Local Law 11 and any amendments thereto, shall be a Common Expense.

9. **INSURANCE**

The following is recommended for the Condominium for the first year of Condominium Operation based upon an estimate provided by A. Logan Insurance, having an office at 260 West 36th Street, 9th Floor, New York, New York 10018.

The proposal for the Property, sometimes referred to as the location in this note, is based upon quoted current market rates quoted by the insurance broker. The following coverage is proposed:

Building Property – All risk/Agreed Amount/Replacement Cost	$ 25,000,000
Business Income	$ 1,000,000
Equipment Breakdown/Boiler	Included
Flood	$ 1,000,000
Deductible except for Flood	$ 1,000,000
Flood Deductible	$ 25.000
General Liability	$ 1,000,000 Per Occurrence
	$ 2,000,000 Aggregate
	$ 1,000,000 Personal & Advertising Injury
	$ 1,000,000 Products/Completed Operation
	$ 50,000 Fire Damage Legal Liability
	$ 5,000 Medical Expense (Per Person)
	$ 1,000,000 Non-Owned Hired Auto
Umbrella Liability:	$ 25,000,000 Per Occurrence/Aggregate
Directors & Officers Liability:	$ 1,000,000 Limit
Fidelity:	$ 250,000
Total Premium:	**$ 34,600**

The coverage amount limited stated above for casualty insurance is based on full replacement value and should be sufficient to avoid the effects of co-insurance. The Condominium Board of Managers should review said amount annually. The above quotation does not include excess liability and auto liability which may be obtained at additional expense to the Condominium,

Costs for Worker's Compensation coverage and New York State Disability are included in the cost projection for Salaries, Including Payroll Taxes and Benefits. This quotation is an indication of insurance premiums at current market rates. Because conditions may change in the Insurance marketplace, based upon industry losses, catastrophes, economics, etc., it is not possible to predict what premiums will be for the First Year of Condominium operation. Purchasers should be aware of the possibility of rate increases.

The insurance policies will provided that (i) each Unit Owner is an additional insured; (ii) there will be no cancellation without notice to the Condominium Board and/or their legal representatives; (iii) the right to subrogation against Unit Owners is waived; (iv) the defense of invalidity because of acts of defense of prorate reduction in liability if Unit Owners obtain additional coverage is waived; and (v) policy will follow perimeters set forth by Declaration and By-Laws of Condominium.

No coverage is provided for such risks as fire and casualty losses to the contents of each individual Unit, nor does the coverage take into account any future replacements or additions to either the Units or the fixtures and improvements contained therein. In addition, no liability coverage for an individual Unit Owner is included in the coverage provided above. Prospective purchasers should consult their attorney or insurance agent to determine the advisability of obtaining insurance for their own risk of liability and fire and casualty losses.

The Sponsor will deliver a fire and liability insurance binder or policy to the Board of Managers prior to or at the First Unit Closing. The cost for such binder or policy will be paid by the Board of Managers and a Common Expense.

Pursuant to the By-Laws of the Condominium, in the event that the Commercial Unit Owner's use of the Commercial Unit increases the rate of insurance required for the Building, the Commercial Unit Owner shall be responsible for the increased cost thereof.

Inflationary increases in property valued and other changes in exposure of property make it necessary to periodically review and update the coverage detailed above.

IN RECENT YEARS PREMIUMS FOR INSURANCE (ESPECIALLY FIRE AND LIABILITY INSURANCE) HAVE INCREASED SUBSTANTIALLY. IT IS NOT POSSIBLE TO PREDICT WHETHER FUTURE PREMIUMS WILL CONTINUE TO INCREASE OR WILL LEVEL OFF. NO REPRESENTATION IS MADE

REGARDING THE ACTUAL COST OF INSURANCE AT THE TIME OF CLOSING. PURCHASERS ARE ADVISED TO PROCURE THEIR OWN FIRE AND LIABILITY COVERAGE FOR THE INTERIOR OF THE UNIT AND THE PURCHASER'S PERSONAL AFFECTS.

10. MANAGEMENT FEES

Based upon a proposed management agreement with Choice NY Property Management ("Managing Agent") commencing on the date of the First Unit Closing, at an annual fee of $36,000 payable in monthly installments of $3,000 for the first year of condominium operation. The management agreement, which is for an initial term of one (1) year, shall automatically renew for successive one year terms at the fees reflected in the Management Agreement, unless terminated pursuant to its terms. Purchasers should refer to Section XXVI of the Offering Plan and the Management Agreement for further information and details. The Managing Agent is not affiliated with the Sponsor. The fee for the Managing Agent is at prevailing rates for a Condominium of similar size in the City of New York.

11. MISCELLANEOUS, LEGAL AND ACCOUNTING

The estimate of Accounting Expenses is based upon a fee quotation of $5,000.00 provided by McGuigan, Tombs & Company, P.C., located at 2399 Highway 34, BLDG D, Manasquan, NJ 08736.

The accounting services to be provided will consist of the preparation of the applicable federal, state and city income tax returns for the Condominium and preparation of year-end audit financial statements, which shall be certified during the period Sponsor is in control of the Board of Managers.

The estimate of legal expenses is based upon 20 hours of consultation with an attorney to be retained by the Board of Managers at an approximate rate of $150.00 per hour. Such consultation would include, but not be limited to, issues raised by the Board of Managers in connection with the operation of the Property. Since no separate counsel has been appointed by Sponsor for the Condominium and as it is expected that each Purchaser shall be represented by an attorney in connection with the purchase of a Unit, it is not anticipated that further legal expense shall be required by the Condominium during the first year of Condominium operation. However, in the event that legal services are required by the Condominium in excess of the first year estimate, then such services would be billed on an hourly rate or monthly retainer rate to be determined and negotiated by the Board of Managers with the attorney to be retained.

The New York State Department of Taxation & Finance through the issuance of Advisory Opinions has taken the position that "unincorporated associations" will be deemed corporations under Article 9A of the Tax Law of the State of New York and the regulations promulgated thereunder. As a result, all condominiums

will be required to file annual franchise tax returns and pay any applicable tax. Based upon the fact that it is not anticipated that the Condominium will have net income or other capital assets, a minimum amount of tax due has been included as part of the Budget for the first year of condominium operation. However, in the event that the condominium has net income or capital assets in the future and the amount of tax due is greater than projected, the amount of each Unit's Common Charges shall increase.

12. RESERVE FUND

The Sponsor has engaged the services of Strategic Inspections, LLC with offices at 45 West 34th Street, Suite 1001, New York, New York 10001 to perform a reserve study for the 570 Broome Condominium located at 570 Broome Street, New York, New York 10013. This report will project the capital repair and replacement reserve for the condominium for the next 30 years. This study is intended to be used as a tool to determine the reserve fund allocation requirements for the community. The calculations, projections and reports in this reserve study were generated using the Property Reserve Analysis System. There are currently no ASTM, Fannie Mae, or FHA reserve study standards.

Based on the reserve study completed by Strategic Inspections, LLC, the annual contribution for the initial year of condominium operation is $33,667 or $2,806 monthly.

The Sponsor makes no representation that this Reserve Fund will be, or is intended to be, adequate or sufficient to cover periodic maintenance, repair and replacement expenses of the Common Elements for the first or any subsequent year of Condominium operation. If such improvements, periodic maintenance or repairs and/or replacement are needed within that time period it is anticipated that they will be funded from this Reserve Fund together with the other line item expenses as set forth in the budget. If additional funds are required over and above this Reserve Fund, it may be necessary to increase the Common Charges or institute a Special Assessment.

NEITHER THE DEPARTMENT OF LAW NOR ANY GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE MAJOR CAPITAL IMPROVEMENT REPLACEMENT RESERVE FUND.

13. CONTINGENCIES

The contingency provides for possible Expenses not included in the projected budget or possible increases in one or more categories of operating expense beyond the projected amounts including an inflationary factor for gas and electricity. This contingency shall be approximately 3.0% of the Expenses, but not including the Major Capital Improvement Replacement Reserve Fund set forth in Note 12 above, for projection purposes. It is not intended to be a reserve for capital improvements. If additional funds are required over and above these

funds, it may be necessary to increase Common Charges or separately assess all Unit Owners. Sponsor has attempted to make accurate estimates. However, due to inflation, changes in the economy and unforeseen factors, it is likely that actual expenditures will differ from estimates set forth herein.

IN THE OPINION OF CHOICE NY PROPERTY MANAGEMENT, 254 WEST 34TH STREET, NEW YORK, NEW YORK, (SET FORTH IN "CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET," IN PART II OF THIS PLAN), THE POJECTED RECEIPTS APPEAR RESONABLE AND ADEQUATE BASED ON PRESENT PRICES (ADJUSTED TO REFLECT CONITINUED INFLATION AND PRESENT LEVELS OF CONSUMPTION FOR COMPARABLE UNITS SIMILARLY SITUATED) TO MEET THE ESITMATED EXPENSES FOR THEIR FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING SEPTEMBER 1, 2018. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A WARRANTY THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE CONDOMINIUM BOARD WILL BE AS SET FORTH IN SAID BUDGET. IT IS LIKELY THAT THE ACTUAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

VII. SCHEDULE B-1

The projected energy costs for the individual Units have been provided by Athwal Engineering, P.C., with offices located at 171 Madison Avenue, New York, New York 10016 as per the attached projections.

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

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

Although the Sponsor is under obligation to provide accurate information to Prospective Purchasers, factors beyond its control may substantially affect the cost of electricity and gas after the purchase of a Unit or in subsequent years. Sponsor represents however, that it has followed the plans and specifications provided by the manufacturer of the appliances together with the recommendation of the manufacturer and other experts to enable these items of equipment to operate at optimum efficiency at the lowest cost. Further, that it has not been induced to select the appliances etc., described herein on the basis of any financial inducement other than the cooperative advertising and price of the system made to it by the manufacturer or distributor of the system or by the supplier of energy to be used in connection therewith or by any of their agents or employees.

ATHWAL ENGINEERING, P.C.
Consulting Engineers

January 10, 2017

Mr. Selim Akyuz
SOHO Broome Condos LLC
136 N 10th Street
2nd Floor
Brooklyn, NY 11249

Re: 570 Broome Street, New York, N.Y.
Estimated Usage Costs For Electric, Water, Sewer and Gas
Our Project No. 3169

Dear Selim,

The following represents the estimated annual costs for space heating, domestic hot water, gas and electric for the above referenced project:

Note: Area of building = 87,851 sq. ft.
Breakdown of areas as follows:

- Apartment Units (total: 54) = 62,900 sq. ft. (approx.)
- Common Areas = 23,135 sq. ft. (approx.)
- Commercial Retail = 1,816 sq. ft. (approx.)

A. <u>Gas</u>

Apartment cooking:

- Based on 1 hour of usage/day
- 560,052 cu.ft./yr or 5,600 Therms
- Based on $0.98 per Therm, Annual Cost= $ 5,488.00

Domestic Hot Water:

Note: Cost based on utilizing gas fired domestic hot water heaters.

- Total of 54 units that include 1 bedrooms, 2 bedrooms and 3 bedrooms = 120 people
- Gallons per day/person = 37
- Based on 120 people, Total Load = 6,675 Therms
- Based on a gas rate of $0.98 per Therm, annual cost= $ 6,541.50

Space Heating for the Residential Units

The annual space heating costs is based on ASHRAE's degree day method:

$$E = \frac{H \times D \times 24}{T \times N \times V} \times (CD)(CF)$$

F: Fuel or energy consumption for the estimate period
H: Calculated heat loss for building = 979,191 BTUH
D: Number of degree Days = 4,909
N: Efficiency = 85%
T: Temperature difference (Indoor design temperature - outdoor design temperature) =70°F
V: Heating value of gas = 1,000 BTUH/cu.ft.
CF : Part load correction factor for fueled systems = 1.61
CD: Correction factor for heating effect vs degree days = 0.71
E : Energy Consumption = 2,154,786 cu.ft./yr or 21,548 Therms/yr

Annual Cost @ $ 0.98/Therm = $ 21,117.04

Space Heating for the Common Hallways

Energy Consumption for Gas Furnace = 7,271 Therms/yr

Annual Cost @ $ 0.98/Therm = $ 7,125.58

B. **Water and Sewer:**

- Use of water per day per person = 80 Gallons
- Annual water use based on 120 people = 3,504,000 gal.
- Based on a combined water and sewer rate of $ 9.85 per 100 cu.ft.
- Annual Cost = $ 46,145.64

C. **Electric**

Common charges -

1. Duplex water booster pump set - 50 HP	=	40.0 KW
2. Roof fans – 10 kw	=	10.0 KW
3. Lighting- 23,135 SF@ 1.0 w/SF	=	23.0 KW
4. Elevators (2 @ 30 HP)	=	60.0 KW
5. Corridor HVAC unit (25 Tons @ 1.25 KW/Ton)	=	31.0 KW
6. Lobby/Gym AC units (2KW Tons)	=	2.0 KW
7. Hot Water Pumps (2 @ 30 HP) 1-standby	=	30.0 KW
8. Chilled Water Pumps (2 @ 45HP) 1-standby	=	45.0 KW
9. Miscellaneous equipment	=	5.0 KW
10. Air Cooled Chillers (240 Tons@1.1KW/Ton)	=	264 KW

Total:	=	**510.0 KW**
1. Booster water pumps (3940 Hrs./yr (40 KW) (.30)	=	47,280 KW HRS.
2. Roof fans (8,760 Hrs./yr.) (10 KW) (0.8)	=	70,080 KW HRS.
3. Lighting (8,760 Hrs./yr) (23 KW) (0.8)	=	161,184 KW HRS.
4. Elevators (5,250 Hrs/yr)(60KW)(0.27)	=	85,050 KW HRS
5. Corridor HVAC unit (900 Full Load Hrs/yr)(31 KW)(0.8)	=	23,320 KW HRS
6. Lobby/Gym AC units (900 Full Load Hrs/yr)(2.0 KW)(0.8)	=	1,440 KW HRS
7. Hot Water Pumps (504 Hrs/Yr)(30.0 KW)(0.8)	=	12,096 KW HRS
8. Chilled Water Pumps (900 Hrs/Yr)(45 KW)(0.8)	=	32,400 KW HRS
9. Miscellaneous equipment (5,250 Hrs/Yr.) (5 KW) (0.5)	=	13,125 KW HRS
10. Air Cooled Chillers (264 Kw)(800 Hrs/Yr)(0.8)	=	168,960 KW HRS
TOTAL:	=	614,935 KW HRS./yr.
614,935 KW HRS. @ 13.0 cents/KWH	=	$ 79,941.55
Demand Charge -		
510.0 KW @ 40% DF = 204.0 KW 204.0 KW @ $28.50 KW/month X 12	=	$ 69,768.00

Total House Cost:	KW HRS. charge	=	$ 79,941.55
	Demand charge	=	$ 69,768.00
	Subtotal:	=	**$ 149,709.55**
	Sales Tax @ 8.375%	=	$ 12,538.17
	Total	=	**$ 162,247.72**

Apartment Units - Monthly Operating Costs

1-BR unit (674 SF)

a. Lighting & receptacles		
(6 Hrs./day) (30 days) (2.0 KW) (0.25)	=	90.0 KW HRS.
b. Appliances		
(3 Hrs./day) (30 days) (3.0 KW) (0.8)	=	216.0 KW HRS.
c. Washer/Electric dryer		
(8 Hrs./month) (3.6 KW) (0.7)	=	20.16 KW HRS.
d. Fan Coil Units (cooling)		
(30 days) (12 hrs./day) (1 KW) (0.40)	=	144.0 KW HRS.
e. Fan Coil Units (heating)		
(30 days) (24 hrs./day) (1 KW) (0.35)	=	252.0 KW HRS.
Total (For Summer Month)	=	326.16 KW HRS.
Total (For Winter Month)	=	578.16 KW HRS
Average Monthly Cost: 452.16 KW HRS @ $0.30/KWH	=	$ 135.65

2-BR unit (1,185 SF)

a. Lighting & receptacles		
(6 Hrs./day) (30 days) (3.7 KW) (0.25)	=	166.5 KW HRS.
b. Appliances		
(3 Hrs./day) (30 days) (3.0 KW) (0.8)	=	216.0 KW HRS.
c. Washer/ Electric dryer		
(8 Hrs./month) (3.6 KW) (0.7)	=	20.16 KW HRS.
d. Fan Coil Pump Units (cooling)		
(30 days) (12 hrs./day) (2.0 KW) (0.40)	=	144.0 KW HRS.
e. Fan Coil Pump Units (heating)		
(30 days) (24 hrs./day) (2.0 KW) (0.35)	=	252.0 KW HRS.
Total (For Summer Month)	=	546.66 KW HRS.
Total (For Winter Month)	=	654.70 KW HRS
Average Monthly Cost: 600.68 @ $0.30/KWH	=	$ 180.20

1-BR unit (805 SF)

a. Lighting & receptacles		
(6 Hrs./day) (30 days) (2.6 KW) (0.25)	=	117.0 KW HRS.
b. Appliances		
(3 Hrs./day) (30 days) (3.0 KW) (0.8)	=	216.0 KW HRS.
c. Washer/ Electric		
(8 Hrs./month) (3.6 KW) (0.7)	=	20.16 KW HRS.

d. Fan Coil Units (cooling)		
(30 days) (12 hrs./day) (2.0 KW) (0.40)	=	144.0 KW HRS.
e. Fan Coil Units (heating)		
(30 days) (24 hrs./day) (2.0 KW) (0.35)	=	252.0 KW HRS.
Total (For Summer Month)	=	497.16 KW HRS.
Total (For Winter Month)	=	605.16 KW HRS
Average Monthly Cost: 551.16 KW HRS @ $0.30/KWH	=	$ 165.35

3-BR unit (1,535 SF)

a. Lighting & receptacles		
(6 Hrs./day) (30 days) (4.87 KW) (0.25)	=	219.15 KW HRS.
b. Appliances		
(3 Hrs./day) (30 days) (3.0 KW) (0.8)	=	216.0 KW HRS.
c. Washer/ Electric		
(8 Hrs./month) (3.6 KW) (0.7)	=	20.16 KW HRS.
d. Fan Coil Units (cooling)		
(30 days) (12 hrs./day) (2.0 KW) (0.40)	=	144.0 KW HRS.
e. Fan Coil Units (heating)		
(30 days) (24 hrs./day) (2.0 KW) (0.35)	=	252.0 KW HRS.
Total (For Summer Month)	=	599.31 KW HRS.
Total (For Winter Month)	=	707.31 KW HRS
Average Monthly Cost: 653.31 @ $0.30/KWH	=	$ 195.99

2-BR unit (1,807 SF)

a. Lighting & receptacles		
(6 Hrs./day) (30 days) (5.7 KW) (0.25)	=	256.5 KW HRS.
b. Appliances		
(3 Hrs./day) (30 days) (3.0 KW) (0.8)	=	216.0 KW HRS.
c. Washer/ Electric		
(8 Hrs./month) (3.6 KW) (0.7)	=	20.16 KW HRS.
d. Fan Coil Units (cooling)		
(30 days) (12 hrs./day) (2.5 KW) (0.40)	=	360.00 KW HRS.
e. Fan Coil Units (heating)		
(30 days) (24 hrs./day) (2.5 KW) (0.35)	=	630.00 KW HRS.
Total (For Summer Month)	=	852.66 KW HRS.
Total (For Winter Month)	=	1,122.66 KW HRS
Average Monthly Cost: 987.66 KW HRS @ $0.30/KWH	=	$ 296.30

2-BR unit (1,177 SF)

a. Lighting & receptacles (6 Hrs./day) (30 days) (3.7 KW) (0.25)	=	166.50 KW HRS.
b. Appliances (3 Hrs./day) (30 days) (3.0 KW) (0.8)	=	216.00 KW HRS.
c. Washer/ Electric (8 Hrs./month) (3.6 KW) (0.7)	=	20.16 KW HRS.
d. Fan Coil Units (cooling) (30 days) (12 hrs./day) (2.0 KW) (0.40)	=	288.00 KW HRS.
e. Fan Coil Units (heating) (30 days) (24 hrs./day) (2.0 KW) (0.35)	=	504.00 KW HRS.
Total (For Summer Month)	=	690.66 KW HRS.
Total (For Winter Month)	=	906.66 KW HRS
Average Monthly Cost: 798.66 KW HRS @ $0.30/KWH	=	$ 239.60

PH1 unit (1,942 SF)

a. Lighting & receptacles (6 Hrs./day) (30 days) (6.1 KW) (0.25)	=	274.5 KW HRS.
b. Appliances (3 Hrs./day) (30 days) (3.0 KW) (0.8)	=	216.0 KW HRS.
c. Washer/ Electric (8 Hrs./month) (3.6 KW) (0.7)	=	20.16 KW HRS.
d. Fan Coil Units (cooling) (30 days) (12 hrs./day) (2.5 KW) (0.40)	=	360.00 KW HRS.
e. Fan Coil Units (heating) (30 days) (24 hrs./day) (2.5 KW) (0.35)	=	630.00 KW HRS.
Total (For Summer Month)	=	870.66 KW HRS.
Total (For Winter Month)	=	1,140.66 KW HRS
Average Monthly Cost: 1,005.66 KW HRS @ $0.30/KWH	=	$ 301.70

If you need any additional information, please do not hesitate to call.

Sincerely,

Opie Athwal, P.E., LEED AP
File: y:\wpdocs\3169.lr2

CERTILMAN BALIN
ATTORNEYS

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

VIII. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

August 4, 2017

State of New York
Department of Law
120 Broadway - 23rd Floor
New York, New York 10271

Re: **570 Broome Condominium**

Gentlepeople:

The Sponsor of the Condominium Offering Plan for the captioned property has retained this office to review the Percentage of Common Interest applied to the Units contained in Schedule A of the Offering Plan.

Our experience includes the preparation of hundreds of Condominium Offering Plans and legal representation of numerous Condominium Boards of Managers in the State of New York for over thirty (30) years.

In reviewing said Schedule A, the Percentage of Common Interest for each Unit as contained therein has been determined based upon the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Residential Unit. Said method of determining the percentage of Common Interest in a Condominium complies with and is pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York.

I hereby authorize inclusion of this opinion in the Offering Plan for this Condominium to be filed with the Department of Law.

Very truly yours,

CERTILMAN BALIN ADLER & HYMAN, LLP

By: _____
Richard Herzbach, Partner

5831204.8

IX. COMMERCIAL UNIT/STORAGE SPACES

A. COMMERCIAL UNIT

The Condominium will initially contain one (1) Commercial Unit subject to the rights of the Commercial Unit Owner to subdivide and/or merge a Commercial Unit. The Building also includes one (1) Commercial Unit which is not currently being offered for sale by the Sponsor. In the event and prior to offering the Commercial Unit for sale, Sponsor will amend the Offering Plan.

The Commercial Unit shall be used for office, retail or other use so long as such use is permitted by applicable zoning requirements of the City of New York except that the Declaration of Condominium prohibits the use of the Commercial Unit for the following uses: veterinarian's office or pet shop; martial arts studio or school; machine shop or welding shop; dry cleaning or laundry service; chemical wholesaling, storage, retailing or manufacturing; heavy trucking, methadone clinic, drug or alcohol rehabilitation; extermination service; bicycle messenger center; bowling alley; manufacturer of tobacco products; leather dying or coloring; motel/hotel/hostel/homeless shelter or any transient use; tattoo parlor; waste disposal/refuse center; amusement arcade; auditorium; billiard parlor; brewery; heavy manufacturing of any kind; adult bookstore or video shop or other adult entertainment facility; homeless shelter; any enterprise engaging in pornography; restaurant, fast food establishments, bar, pub, or commercial cooking. During the period Sponsor is in control of the Board of Managers the Sponsor controlled Board will not amend the Declaration of Condominium and/or By-Laws to permit a currently prohibited use.

The Sponsor and/or Owner(s) of the Commercial Unit shall have the right, without the consent of the Board of Managers, other Unit Owners or the holders of mortgages on Units, whether before or after the recording of the Declaration of Condominium, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary into and upon the Commercial Unit; (b) alter or improve any Limited Common Elements applicable to the Commercial Unit; provided, however, that in each instance the Commercial Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

The Owner of the Commercial Unit shall have easements for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, water and other mechanical lines and fixtures and equipment on the exterior walls, the roof and through the General Common Elements of the Condominium, and in, through, under and over the Commercial Unit; (ii) through the General Residential Units' Limited Common Elements and Individual Residential Unit's Limited Common Elements of the Condominium for access to any part of the Condominium for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located in or on the Condominium servicing the applicable Commercial Unit,

provided, however, that except in the case of an emergency, the right of access may be exercised only after prior notice to the Board of Managers; (iii) for access to any equipment that services the Commercial Unit and which are located in the Residential Area of the Condominium in the General Residential Units' Limited Common Elements or the Individual Residential Unit's Limited Common Elements. The Commercial Unit shall also be subject to easements in favor of any other Units for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving any other Unit. The Owner and tenants of the Commercial Unit shall have the right, at their sole expense, to install separate heating systems for the Commercial Unit and an easement is granted in, over, under and through any part of the Property for the installation, maintenance, repair and replacement of the heating systems and all necessary pipes, lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised.

The Commercial Unit Owner and/or their tenants will have an easement to erect, maintain and replace one (1) or more signs on the property as permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Building.

At the request of the Commercial Unit Owner, the Board will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair of the Commercial Unit or the operation thereof. The Commercial Unit Owner shall indemnify and hold the Board and the Unit Owners harmless from any liability resulting therefrom.

The Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board, to sell or lease the Commercial Unit without the Board having any right of first refusal to sell or lease, or to procure a third party to sell or lease, the same, and all sale or rental proceeds shall belong solely to the Commercial Unit Owner.

The Owner of the Commercial Unit will be obligated to pay a share of the cost of insurance and maintenance and operation of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements that are the responsibility of the Condominium and other Common Expenses reflected in Schedule B based on the Percentage of Common Interest in the Building allocated to such Unit even though they may not be entitled to use certain parts of the Condominium. The Commercial Unit Owner will also be responsible for the entire cost of the maintenance and operation of the Commercial Unit's Limited Common Elements. In addition, as provided for in Section 339-m of The Real Property Law of the State of New York, the Board of Managers may also make allocations and assessments of Common Charges to the General Common Elements, General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Element that is the Condominium's obligation to repair and maintain, in accordance with

sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In the event of any dispute relating to the expenses to be borne by the Commercial Unit Owner such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XIII of the By-Laws. If the Commercial Unit Owner fails to pay the Common Charges and expenses, allocated against its Commercial Unit, the Board of Managers will have the same rights and remedies against it as against any other defaulting Unit Owner. Pursuant to the opinion of Sponsor's expert contained in the Certification of Adequacy of the Common Charges of the Commercial Unit contained in Part II of the Plan, the Common Charges payable by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to such Unit.

Except to the extent prohibited by law, the Sponsor, its successor, assignee or designee and the Commercial Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (a) make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, in, to and upon the Commercial Unit; (b) change the layout of, or number of rooms in a Non-Commercial Unit from time to time; (c) change the size and/or number by subdividing one or more Commercial Units into two or more separate Commercial, combining separate Commercial Units (including those resulting from such subdivision or otherwise) into one or more Commercial Units, altering the boundary walls between any Commercial Units, or otherwise; (d) if appropriate, reapportion among a Commercial Unit affected by such change in size or number pursuant to the preceding clause their Percentages of Common Interest in the Common Elements; provided, however, that the Percentage of Common Interest in the Common Elements of any other Commercial Units shall not be changed by reason thereof unless the owners of such Commercial Units shall consent thereto and, provided further, that the Sponsor, its successor, assignee or designee and the Commercial Unit Owner(s) shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Commercial Unit Owner(s) harmless from any liability arising therefrom.

The Board of Managers will not have any right to restrict or limit the method of operation, use or appearance of any Commercial Unit which are permitted by law. No rules affecting the operation of the Commercial Unit may be adopted or modified by the Board of Managers without the consent of the Commercial Unit Owner representative on the Board of Managers. All or any part of the Commercial Unit may be leased or subleased by the respective Commercial Unit Owner. The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of the Commercial Unit.

No representation is made by the Sponsor with respect to who the tenants or occupants of any portion of the Commercial Unit may be, at any time, or as to the uses to which any portion of the Commercial Unit may be put at any time and no assurance is

given that such tenants, occupants or uses will not be objectionable to Residential Unit Owners or other parties.

The Owner(s) of the Commercial Unit will be obligated to pay a share of all the Common Expenses of the Condominium Common Elements reflected in Schedule B based on their Percentage of Common Interest in the Condominium. The Commercial Unit Owner will also be responsible for the entire cost of the maintenance and operation of the Commercial Unit's Limited Common Elements.

The Residential Unit Owners shall have an easement through the Commercial Unit and Commercial Unit's Limited Common Elements for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, the Residential Units and/or the entire Building.

The Commercial Unit Owner will have certain rights and obligations different than a Residential Unit Owner as described above including the following: (i) the right to make alterations, additions or improvements to the Commercial Unit without the consent of the Board of Managers or other Unit Owners, (ii) easements through the Building for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment servicing the Commercial Unit, (iii) easement to erect one (1) or more signs on the property for the purpose of advertising the operation of any business conducted therein, (iv) right to sell or lease the Commercial Unit without payment of any fees to the Board and to sell or lease the Commercial Unit without the Board having any right of first refusal. The Commercial Unit Owner and/or its tenants, occupants, and/or customers shall not be able to utilize the General Residential Units' Limited Common Elements which include the Residential Fitness Center, Residential Lounge, Residential Terrace and the Residential Lobby. Such rights and obligations will not have a material adverse impact upon the operation of the Condominium.

B. STORAGE SPACES

As noted the Sponsor is offering for sale pursuant to a License Agreement the fourteen (14) Storage Spaces located in the cellar of the Building to Purchasers of Residential Units in the Condominium at the prices reflected in Schedule A.

The Storage Spaces will be subject to a License Agreement between a Residential Unit Owner as the Licensee and the Board of Managers as the Licensor. The Board of Mangers shall be required to keep a list of all Storage Spaces and the Residential Units that are subject to a License Agreement or subject to a rental. All Residential Unit Owners subject to the Declaration shall be required to advise the Board of Managers of the Condominium of any assignment or rental of any Storage Space pursuant to a License Agreement within ten (10) days of such assignment or rental.

Storage Spaces may only be utilized pursuant to the provisions of the Declaration of Condominium and By-Laws of the Condominium and any Rules and Regulations regarding the Storage Spaces.

All repairs and maintenance of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space. All Storage Spaces must be maintained in a first class condition. In the event a Storage Space is not maintained in such first class condition, the Board of Managers shall have the right to make any and all necessary repairs and assess the Residential Unit Owner who is the Licensee of the Storage Space all expenses associated with the repair. Such assessment shall be treated as an additional Common Charge to the Residential Unit Owner and all rights and remedies regarding a default of Common Charges in the Declaration of Condominium or the By-Laws shall be applicable to the collection of such assessment.

The Sponsor shall be authorized to execute all initial License Agreements for a Storage Space subject to the Declaration of Condominium for any Storage Space entered into with a Residential Unit Owner and to receive the proceeds of such License Agreement. A designated member of the Board of the Managers of the Condominium shall be authorized and required to execute the License Agreement on behalf of the Condominium as the Licensor of the License Agreement.

The License Agreement for a Storage Space may only be assigned and rented to another Residential Unit Owner in the Condominium ("Assignee or "Tenant"). The Board of Managers of the Condominium shall have the right to promulgate rules and regulations regarding the assignment or rental of the Storage Spaces. In no event shall the Board of Managers have the right to prohibit the right of a Residential Unit Owner or the Sponsor to assign or rent a Storage Space to a purchaser of the Residential Unit Owner or another Residential Unit Owner in the Condominium. The form of the License Agreement to be utilized as long as the Sponsor retains one (1) Storage Space is contained as Schedule D-5 in Part II of the Offering Plan. Once the Sponsor has entered into License Agreements for all the Storage Spaces, the Board of Managers shall thereafter have the right to approve the form of a License Agreement or promulgate a different standard form for use by all Residential Unit Owners.

Residential Unit Owners must comply with all applicable laws regarding the Storage Spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction there over.

In the event there are Storage Spaces that have not been Licensed to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to license or lease any or all of the remaining Storage Spaces to the Condominium Board of Managers on behalf of the Condominium. The costs of any license or lease to the Condominium Board of Managers shall be paid by all the Unit Owners paying their pro-rata share of such costs based upon the Unit Owner's Percentage of Common Interest. Upon the license or rental by the Condominium all costs and expenses associated with

the Storage Spaces licensed or leased to the Condominium shall become the obligation of the Condominium as a Common Expense. In such an event, the Board of Managers of the Condominium will be responsible for overseeing the regulation of the Storage Spaces that have been licensed or leased to the Condominium.

X. CHANGES IN PRICES OF UNITS

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

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

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

Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or Percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Residential Unit.

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

Unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements.

XI. INTERIM LEASES

The Sponsor will not enter into interim leases with Purchasers for Residential Units prior to Closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or have the Residential Unit Owner's contractors or agents enter the Residential Unit to perform work prior to Closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the Deposit funds being held in escrow to a maximum of ten (10%) percent of the sales price.

XII. PROCEDURE TO PURCHASE

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

zoning regulations permitting construction of this Condominium. The Building also includes one (1) Commercial Unit which is not currently being offered for sale by the Sponsor. In the event and prior to offering the Commercial Unit for sale, Sponsor will amend the Offering Plan.

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

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

Purchaser and Sponsor shall execute four (4) originals of the Purchase Agreement. Upon signing the Purchase Agreement the Purchaser shall make a Deposit of up to ten percent (10%) of the purchase price of a Residential Unit but not less than $1,000. Upon full payment of the balance of the purchase price payable at the Closing, in cash or by mortgage proceeds, Purchaser will receive a bargain and sale deed with covenant against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey good and marketable title to the ownership of fee ownership in the Residential Unit and such Percentage of Common Interest in the Common Elements as is set forth on Schedule A, free and clear of all liens and encumbrances other than those set forth in Section XV of the Offering Plan. The Purchase Agreement may be modified with the consent of Purchaser and Sponsor in a manner not inconsistent with law, subject to the terms of this Offering Plan. After Purchaser delivers a fully executed Purchase Agreement with the required Deposit Sponsor must either return a fully executed Purchase Agreement within thirty (30) days to the Purchaser or reject the Purchase Agreement and refund the Deposit monies. In the event the Sponsor does not act within said thirty (30) day period the Purchase Agreement will be deemed accepted by the Sponsor.

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

The Sponsor anticipates that Closing of the first Residential Unit will occur by September 1, 2018. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of Title to the first Residential Unit; or (ii) the projected date of Closing of Title to the first Residential Unit occurs later than August 31, 2019, twelve (12) months after the projected date of the first Closing. If the Plan is amended to provide for a later projected date of the first Closing, Purchasers will be entitled to an offer of rescission if the first Closing occurs more than twelve (12) months beyond that amended, later date. Purchasers must advise the Sponsor no later than the date provided in an Amendment to the Offering Plan disclosing the later date but not less than fifteen (15) days from the date of the notice. However if the first Residential Unit Closing occurs before the above dates, the Sponsor may schedule the Closings of Title to other Residential Units significantly later than such date. Unless a Purchaser's Purchase Agreement contains an outside Closing Date, as provided below, the Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing of Title to a Residential Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A RESIDENTIAL UNIT.

In addition each Purchase Agreement provides that in the event Sponsor is unable to convey title to a Purchaser's Residential Unit twelve (12) months after the proposed date of delivery set forth in the Purchase Agreement a Purchaser shall have the option to cancel the Purchase Agreement and have the Deposit advanced by Purchaser returned to Purchaser. Purchaser shall be obligated to notify the Sponsor in writing of its intent to exercise said option no later than thirty (30) days after the twelve (12) month period of the proposed date of delivery set forth in the Purchase Agreement. Purchaser's failure to so notify Sponsor of Purchaser's intent to cancel Purchaser's Purchase Agreement due to Sponsor being unable to convey title to the Purchaser's Unit within the twelve (12) month period shall be deemed a waiver of said provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. In the event, Sponsor shall be unable to convey title to the Residential Unit within twenty-four (24) months of the proposed date of delivery through no fault of the Purchaser, the Purchase Agreement shall be deemed null and void and Sponsor shall return all monies being held in escrow within thirty (30) days thereafter. See Paragraph 5 of the Purchase Agreement in Part II of the Plan.

After the Offering Plan is declared effective, the Sponsor will give each Purchaser who enters into a Purchase Agreement not less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to the Residential Unit unless a Purchaser waives such thirty (30) day notice. A form for such waiver is contained as Schedule D- 3 to the Offering Plan.

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

The risk of loss or damage to a Residential Unit by fire or any other cause until the delivery of the deed or Purchaser takes actual possession of the Residential Unit

pursuant to written agreement is assumed by the Sponsor. In the event a Purchaser takes actual possession prior to Closing, said Purchaser will assume the risk of losses not covered by insurance upon production of the policy by the Sponsor to the Purchaser which provides that actions of interim lessees are not covered under the then existing policy. If Purchaser is or becomes the occupant or tenant of the Residential Unit prior to Closing, then, as of the date of Purchaser's occupancy, Purchaser shall be responsible for any and all damage caused by any acts or omissions of Purchaser, or Purchaser's agents, employees, invitees or family members.

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

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

The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit, as a result of their inability to obtain a mortgage, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain as liquidated damages the Deposit funds being held in escrow to a maximum of ten (10%) percent of the sales price.

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

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

ESCROW AND TRUST FUND PROVISIONS

The Sponsor will comply with the escrow and trust fund requirements of General Business Law ("GBL") Sections 352-e(2-b) and 352-(h) and the Attorney General's regulations promulgated pursuant thereto as amended on November 14, 2012 as follows:

The Escrow Agent:

The law firm of Certilman Balin Adler & Hyman, LLP, with an address at 90 Merrick Avenue, East Meadow, New York 11554 and telephone number of (516) 296-7000, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. The authorized signatories on the account authorized to withdraw funds are the members of the Firm. The members of this firm are admitted to practice law in the State of New York. Neither the Escrow Agent nor its authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at Flushing Bank, 1122 Franklin Avenue, Garden City, New York 11530 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "570 Broome IOLA Escrow Account" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the "Deposit"). The maximum Deposit insurance amount will be $250,000. Any Deposit in excess of $250,000 will not be insured. It is a Special Risk of this Offering Plan that if an individual makes a Deposit in excess of said amount for the purchase of a Unit, the excess amount will not be federally insured. Purchasers should also note that if the Purchaser has any accounts in the Bank where the funds are being held, the funds in those accounts will count towards the $250,000 FDIC insurance limit.

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

The Escrow Account is an Interest-on-Lawyer Account ("IOLA") account consistent with Section 487 of the Judiciary Law of the State of New York. Pursuant to said law, all interest earned on the IOLA account will be paid to the State of New York.

The Purchase Agreement:

The Purchase Agreement is attached hereto as Schedule D in Part II of the Plan. The relevant escrow trust fund provisions are included in Paragraph 27 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser:

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

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, Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to the Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

Release of Funds:

All Deposits are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-(h).

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until consummation of the Plan as defined in Section 20.1 (c) (6) of the Department of Law regulations which defines consummation of the Plan, as the filing of the Declaration of Condominium and the first transfer of title to a Unit to at least one Purchaser under the Offering Plan following a declaration of effectiveness by the Sponsor and acceptance of the amendment of the declaration of effectiveness by the Attorney General's Office. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit Funds in escrow if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement upon Closing of Title to the Residential 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 is located and shall give written notice to both parties of such Deposit.

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

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

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

Purchasers should note that it shall be an express condition of Closing of Title that the Purchaser sign the form contained in Part II as Schedule D-2 which will enable the Escrow Agent to release the escrow funds, if not previously released as provided above.

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

Waiver Void:

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit 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 provision in the Purchase Agreement, Offering Plan or any amendments.

General:

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL § 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the plan does not relieve Sponsor of

its obligations pursuant to GBL § 352-h. Funds from any Escrow Account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the Escrow Agent upon any bankruptcy, incapacity or death.

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

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

XIII. FINANCING FOR QUALIFIED PURCHASERS

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

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

The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's Deposit in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit, as a result of their inability to obtain a mortgage, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain a liquidated damages the Deposit funds being held in escrow to a maximum of ten (10%) percent of the sales price.

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

The Closing of Title to a Residential Unit where the Purchaser has obtained financing will take place simultaneously with the Closing of the mortgage loan and the proceeds will be applied towards the then balance of the purchase price.

XIV. EFFECTIVE DATE OF THE PLAN

Sponsor's offer to sell the Residential Units is contingent upon the Plan being declared effective and no Closing to a Residential Unit will be held until the Plan is declared effective. This Offering Plan will not become effective until bona fide Purchasers, including investors, have executed Purchase Agreements which have been accepted by Sponsor for at least fifteen (15%) percent in number of the Residential Units offered for sale under the Plan excluding Units of an ancillary nature (15% x 54 Units = 9 Residential Units). The Sponsor will declare the Plan effective by personal service of notice on every Purchaser or commencement of service by mail stating that the plan has been declared effective. Sponsor will, within five (5) business days of said notice, submit for filing an amendment to the Plan disclosing the Plan's effectiveness and will file an affidavit of service of the notice on all Purchasers. Sponsor will not close title to the first Residential Unit until the amendment disclosing the effectiveness of the Condominium has been accepted for filing by the Attorney General. Notwithstanding the fact that not all Purchasers used for purposes of declaring the plan effective may actually close, Sponsor must re-declare the plan effective in order to consummate the Offering Plan in the event all Purchase Agreements are either rescinded or terminated prior to the date of the first Unit closing, regardless of whether the condominium declaration has been recorded. The Plan will not be declared effective based on Purchase Agreements:

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

(ii) based on Purchase Agreements where the Purchaser has not had at least three (3) business days to review the Offering Plan and all filed amendments; or

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

Further, prior to declaring the Plan effective, the Sponsor has the option not to close title to the Residential Units and to abandon the Plan at any time, if less than eighty (80%) percent in number of Residential Units offered hereby are sold and title to any Residential Unit has not been conveyed (80% x 54 Residential Units being offered for sale = 44 Residential Units). In the event Sponsor exercises such option, it shall forthwith return to the Purchaser all monies paid with interest, if any, within ten (10) days of the abandonment of the Plan. When Purchase Agreements for eighty (80%) percent of the Residential Units have been entered into the Sponsor must declare the Plan effective.

Once the Plan has been declared effective, it may not be abandoned except for very limited circumstances as follows: (i) a defect in title which cannot be cured for less than one-half percent (½%) of the total amount of the offering or (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half percent (½%) of the total offering, or (iii) the taking of any material portion of the property by condemnation or eminent domain. Any stated dollar amount relied upon as basis for abandonment after effectiveness will exclude all attorneys' fees as well as any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record. In addition said amount will exclude any judgments and liens against the property resulting from acts of the Sponsor or any of its Principals which are known to the Sponsor on the acceptance date of the Plan. In the event Sponsor abandons the Plan, it shall do so by means of a filed amendment to the Plan. As of the date of the acceptance for filing of the Offering Plan, ½% of the total offering is equal to $746,020. All monies advanced by Purchasers will be returned to them within ten (10) days of the abandonment of the Plan. If Sponsor decides to abandon the Plan before declaring the Plan effective, Sponsor will file an amendment disclosing such abandonment and file a RS-3 Form with the Department of Law. In such event, Sponsor shall return any Deposit paid by Purchaser within five (5) days of acceptance of the amendment abandoning the Offering Plan.

XV. TERMS OF SALE

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

address. Said notice will also include notice of the obligation to pay the balance of the purchase price.

Such notice will be served no less than thirty (30) days before the date set for the Closing of the Residential Units for those Purchasers who entered into a Purchase Agreement before the Plan was declared effective. Sponsor may permit Purchasers to waive the thirty (30) day provision by a written waiver. Any Purchaser who enters into a Purchase Agreement after the Plan is declared effective will also receive not less than thirty (30) days written notice of the date, time and place for the Closing of Title to Purchaser's Residential Unit, unless Purchaser gives a written waiver of such thirty (30) day notice. A form for such waiver of the thirty (30) day notice is contained as Schedule D-3 to the Offering Plan.

On the Closing Date, fee title to the Residential Unit will be conveyed to the Purchaser together with the Residential Unit's undivided Percentage of Common Interest in the Common Elements. The Closing of Title to the first Residential Unit is expected to commence by approximately September of 2018. Such Closing, however, will only take place after or simultaneously with the happening of the following events:

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

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

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

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

5. If so requested by the Purchaser, First Nationwide Title Agency, LLC, as agent for a title company authorized to do business in the State of New York, with offices located at 220 East 42nd Street, Suite 3105, New York, New York 10017, telephone (212) 499-0100, Attn: Allison Luskoff, shall agree to insure that such Purchaser has good and marketable fee title in the Unit, free and clear of all liens, encumbrances and title exceptions, except those set forth below, the Deed, and subject to the provisions of the Declaration and By-Laws and any mortgage executed by the Purchaser and that the Condominium was validly formed pursuant to

Article 9-B of the Real Property Law. Purchasers have the right to obtain title insurance from any title company of their choice authorized to do business in the State of New York, at no additional charge or penalties.

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

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

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

9. The Sponsor will give each Purchaser who entered into a Purchase Agreement before the Plan was declared effective not less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to Purchaser's Residential Unit unless a Purchaser waives such thirty (30) days notice. Any Purchaser who enters into a Purchase Agreement after the Plan is declared effective will also receive not less than thirty (30) days' written notice of the date, time and place for the transfer of title to Purchaser's Residential Unit, unless Purchaser waives such thirty (30) day notice. A form for such waiver of the thirty (30) day notice is contained as Schedule D-3 to the Plan.

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

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

12. The Purchaser shall execute an instrument in the form annexed to the Purchase Agreement designating the Board of Managers as Purchaser's

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

Title to the Residential Unit will be subject to the following:

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

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

3. All of the terms, covenants and conditions of the Declaration, the By-Laws of the Condominium and the Building Plans, as they are subsequently filed or recorded, the Offering Plan and any amendment thereto.

4. All easements set forth in the By-Laws and Declaration of the Condominium as they are subsequently recorded in the Offering Plan and Purchase Agreement, including:

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

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

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

(d) Easements in favor of a Commercial Unit Owner and/or its tenants to erect, maintain and replace one (1) or more signs on the property permitted by law for the purpose of advertising the operation of any business conducted therein.

(e) Easements in favor of a Commercial Unit Owner for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, water and other mechanical lines and fixtures and equipment on the exterior walls, the roof and through the Common Elements of the Building, and in through under and over a Commercial Unit; (ii) through the Common Elements of the Building for access to the roof for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located on the roof, provided, however, that except in the case of an emergency, the right of access may be exercised only after prior notice to the Board of Managers, (iii) to erect, maintain and replace one or more signs on the Property permitted by law for the purpose of advertising the operation of any business conducted therein. The Units shall be subject to easements in favor of any other Commercial Unit as a result of the right to subdivide the Commercial Units as provided in Section IX of the Plan, for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving a Commercial Unit. The Owner and tenants of a Commercial Unit shall have the right, at their sole expense, to install separate heating systems for a Commercial Unit and an easement is granted in, over, under and through the Building for the installation, maintenance, repair and replacement of the heating systems and all necessary pipes, lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised and for access to any equipment that services a Commercial Unit and which is located in the Residential Area of the Building or any of the Limited Common Elements for the exclusive use of Unit(s) or exclusive use of any portion of the Building.

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

servicing the Residential Area of the Building, the Residential Units and/or the entire Building.

(g) Easements for the continuance of encroachments on any Unit and on the Common Elements by other Units or portions of the Common Elements, now existing by reason of the construction of the Units, or hereafter occurring by reason of the settling or shifting of the Units, or by reason of the repair and/or restoration by the Board of Managers of the Units or such other Units or such Common Elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the Common Elements made by the Board of Managers, so that any such encroachments may remain as long as the Units stand.

(h) Any covenants, restrictions, easements, charges or liens of record, including but not limited to the following:

(i) Covenants and Restrictions contained in Deed recorded on 12/23/2013 in CRFN 2013000523612; (ii) Zoning Lot Development and Easement Agreement recorded on 6/19/2014 in CRFN 2014000211031; (iii) Amendment to Zoning Lot Development and Easement Agreement recorded on 2/25/2015 in CRFN 2015000065166; (iv) Light and Air Easement Agreement recorded 2/25/2015 in CRFN 2015000065167; (v) Declaration of Zoning Lot Restrictions and Waiver and Consent to the Enlargement of the Zoning Lot recorded on 2/25/2015 in CRFN 2015000065168; (vi) Zoning Lot Development and Easement Agreement recorded on 3/11/2015 in CRFN 2015000081601; (vii) Declaration of Zoning Lot Restrictions recorded on 3/11/2015 in CRFN 2015000081603; (viii) Development Agreement dated 2/12/2015 recorded 3/11/2015 in CRFN 2015000081604; (ix) Declaration recorded on 10/6/2015 in CRFN 2015000357875; (x) Declaration recorded on 10/6/2015 in CRFN 2015000357876; (xi) Declaration of Zoning Lot Restrictions recorded on 11/9/2015 in CRFN 2015000399805; (xii) Declaration of Zoning Lot Restrictions recorded on 7/7/2016 in CRFN 2016000230082; (xiii) Zoning Lot Development and Easement Agreement recorded on 7/7/2016 in CRFN 2016000230083; (xiv) Declaration of Zoning Lot Restrictions recorded on 7/7/2016 in CRFN 2016000230085; (xv) Zoning Lot Development and Easement Agreement recorded on 7/7/2016 in CRFN 2016000230088; (xvi) Light and Air Easement Agreement recorded on 7/7/2016 in CRFN 2016000230089; and (xvii) Light and Air Easement Agreement recorded on 7/7/2016 in CRFN 2016000230090.

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

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

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

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

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

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

The risk of loss or damage to the Residential Unit by fire or any other cause until delivery of the deed is assumed by the Sponsor. In the event a substantial portion of the Residential Unit or Condominium shall be destroyed or damaged prior to Closing, Sponsor shall be entitled to cancel the Purchase Agreement by written notice to the Purchaser, together with a check in the amount of the Deposit paid by Purchaser, with interest, if any. The parties shall thereafter be released from any further liability. In the event a Purchaser takes actual possession prior to Closing, said Purchaser will assume the risk of losses not covered by insurance upon production of the policy by the Sponsor to the Purchaser which provides that actions of interim lessees are not covered under the then existing policy. If Purchaser is or becomes the occupant or tenant of the Residential Unit prior to Closing, then, as of the date of Purchaser's occupancy, Purchaser shall be responsible for any and all damage caused by any acts or omissions of Purchaser, or Purchaser's agents, employees, invitees or family members. If any part of the Residential Unit is damaged or destroyed by any casualty prior to Closing, Sponsor will have the option to restore the Residential Unit to its previous condition as soon as reasonably possible. In the event Sponsor elects to restore the Residential Unit, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Sponsor. The additional time required to restore a damaged Residential Unit will not affect the outside date provided for in the Purchase Agreement

unless agreed to by both the Purchaser and Sponsor. Sponsor agrees to notify Purchaser of Sponsor's decision within ten (10) business days of the date of such casualty. In the event Sponsor elects not to restore the Residential Unit then the Purchase Agreement will terminate and the Purchaser will receive a full refund of all monies paid to Sponsor. The Purchaser and Sponsor shall thereafter be released from any further liability.

Prospective Purchasers should note that the Financial Crimes Enforcement Network ("FinCEN"), of the U.S. Department of the Treasury issued a Geographic Targeting Order dated August 28, 2016 requiring title companies to collect and report information about certain persons involved in certain real estate transactions. Pursuant to the order certain title insurance companies are now required to collect and report information regarding purchasers in transactions where: (1) the Purchaser is a legal entity as defined in the Order (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 $3,000,0000 in the Borough of Manhattan; (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form. The Order affects all residential real property closings occurring on or after August 28, 2016 and until the expiration of the effective period. A copy of the Order can be found at https://www.fincen.gov/news_room/nr/files/Title_Ins_GTO_Sample_072716.pdf.

XVI. CLOSING COSTS AND ADJUSTMENTS

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

1. Fee title insurance is available from First Nationwide Title Agency, LLC, as agent for a title company authorized to do business in the State of New York. Sponsor has obtained its title insurance from First Nationwide Title Agency, LLC. The estimated rate of fee title insurance is $10.06 per thousand for the first $50,000 of fee title insurance, approximately $5.43 for each additional $1,000 of insurance up to $100,000, approximately $4.36 per thousand for each additional $1,000 up to $500,000 and approximately $3.98 per thousand for each additional $1,000 up to $1,000,000.

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

thousand for each additional $1,000 up to $500,000 and approximately $3.31 per thousand for each additional $1,000 up to $1,000,000.

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

4. Purchasers should anticipate additional fees for Endorsements to the Owner and Mortgage Title Insurance, as applicable, and fees for municipal and other searches. These fees can be estimated at approximately $4,096 for a Residential Unit that has a purchase price of $6,195,000.

5. Each Purchaser has the right to obtain title insurance from a title insurance company other than First Nationwide Title Agency, LLC. Sponsor makes no representation or warranty as to cost, terms or availability of such other title insurance. Sponsor is required to convey marketable title and cure defects regardless of the title company utilized by Purchaser.

6. Fees for the recording of the mortgage, deed, power of attorney and any affidavit required in connection with the mortgage tax credit available under RPL §339-ee which total approximately $725 for a Residential Unit that has a purchase price of $6,195,000.

7. In the event the Purchaser shall obtain a purchase money first mortgage, Purchaser shall pay recording fees for the mortgage of approximately $100. For first mortgages in an amount less than $500,000, Purchaser shall pay mortgage tax of 2.05% of the amount of the mortgage less $25 and for first mortgages in an amount in excess of $500,000, Purchaser shall pay mortgage tax of 2.175% of the amount of the mortgage less $25. In addition, the Purchaser will be required to pay the lending institution's attorney's fees, any mortgage origination fees, bank credit an appraisal fees and other expenses that the lending institution may charge incident to the making of the permanent loan. If applicable, a portion of the mortgage recording tax set forth above will be computed in accordance with Section 339-ee subsection 2, of the New York Condominium Act, and shall be paid to the Sponsor in reimbursement of mortgage recording taxes which the Sponsor may have previously paid in connection with existing mortgage on the Condominium. There will be no mortgage closing costs pursuant to this paragraph 7 on Units which are not covered by mortgages.

8. New York State Transfer Tax of $2.00 per $500 of the purchase price and New York City Real Property Transfer Taxes of one (1%) percent of the Purchase Price where the consideration is less than $500,000 and

1.4259% where the consideration is $500,000 or greater. These taxes are normally an expense of the Sponsor; however, by contractual arrangement they will be paid by Purchaser. As a result, when a Purchaser assumes the obligation to pay these taxes, the amount of such taxes will be included in the consideration subject to tax. The steps to compute the tax are:

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

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

(c) Add both tentative taxes to the purchase price.

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

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

EXAMPLE: Purchase Price = $6,195,000

(1) $ 6,195,000 x .004 = $24,780

(2) $ 6,195,000 x .014259 = $88,335

(3) $ 6,195,000 + $24,700 + $88,335 = $6,308,115

(4) $6,308,115 x .004 = $25,332 = amount due for State Transfer Tax

(5) $6,308,115 x .014259 = $89,947 = amount due for New York City Real Property Transfer Tax.

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

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

11. Each Purchaser shall pay $2,000 to Sponsor's counsel, representing a fee for services in connection with preparing the Unit Deed, the Unit Owner's Power of Attorney and for coordinating and attending the Closing. Such fee shall be payable at or prior to the Closing by Purchaser's unendorsed, personal check made payable directly to the order of Sponsor's attorney.

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

As an example, a Purchaser of a Residential Unit in which the purchase price of the most expensive Residential Unit is $6,195,000, who procures a first mortgage in the amount of $4,956,000 and who has a Percentage of Common Interest of 3.16% will pay the following approximated Closing Costs:

Owners Policy and Endorsements:	
Fee Title Insurance	$ 16,122
Market Value Rider	$ 2,303
Loan Policy and Endorsements:	
Mortgage Insurance	$ 3,325
Residential Mortgage	$ 25
TIRSA-8.1 Environmental Lien	$ 25
Waiver of Arbitration	$ 25
TIRSA-4 Condominium	$ 25
Miscellaneous Charges:	
Municipals	$ 375
Bankruptcy Search	$ 100
Patriot Search	$ 100
Escrow Service Fee	$ 45
Estimated Sales Tax	$ 51
State and Local Taxes:	
Mortgage Tax	$ 95,373
New York State Transfer Tax	$ 25,332
New York City Transfer Tax	$ 89,947
Mansion Tax	$ 63,081
Recording Fees:	
Mortgage Recording (up to 25 pgs + $5 per Additional page)	$ 250
Deed Recording Fee (up to 3 pgs + $5 per Additional page)	$ 275
Condominium POC	$ 100
Assignment	$ 100

Additional Expenses	
Condominium Working Capital	$ 4,234
Sponsor Attorney Fees for Preparation of Deed, Power of Attorney and other Closing:	$ 2,000
Fee for completion of any Lender's Mortgage questionnaire	$ 150
TOTAL:	**$303,363**

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

In addition, in the event the Sponsor's Attorney is required to prepare the New York City "ACRIS" transfer documents Purchaser shall be required to pay Sponsor's attorney an additional fee of $250. In the event the title company prepares the ACRIS, Purchaser shall pay the applicable fee of the title company.

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

In the event the Residential Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Residential Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Residential Units in the Condominium for the six (6) month period following the first Closing. Thereafter, at each Closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Residential Unit. Alternatively, the Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the unsold Residential Units for such six (6) month period and may collect at each Closing the estimated amount of taxes attributable to such Residential Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable. After the Residential Units are separately assessed, the funder of the escrow account and the Residential Unit Owner will be reimbursed for any overpayment of taxes or assessed for an underpayment.

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

rate of 16%) of the purchase price for the Unit for each day beyond such originally scheduled or Sponsor adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Sponsor's carrying costs and other charges.

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

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

XVII. RIGHTS AND OBLIGATIONS OF THE SPONSOR

No bond or other security has been furnished to secure performance of the following obligations. All obligations pertaining to the Common Elements shall be enforceable only by the Board of Managers on behalf of the Unit Owners and not by the individual Unit Owners. During the time the principals of the Sponsor control the Board of Managers, it is within their sole power to enforce the obligations of the Sponsor pertaining to the Common Elements. The following shall pertain to the Sponsor:

1. Sponsor will endeavor in good faith to market and sell the Residential Units in the Condominium. Notwithstanding, Sponsor retains the unconditional right to rent rather than sell the Residential Units. Because Sponsor is retaining the unconditional right to rent rather than sell Residential Units after Plan consummation, this Plan may not result in the creation of a condominium in which a majority of the Residential Units are owned by owner-occupants or investors unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare the plan effective. Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of the Offering Plan. Sponsor shall not rent a Residential Unit in the Condominium prior to consummation of the Plan.

2. The Sponsor has the obligation to defend any suits or proceedings arising out of Sponsor's acts or omissions under applicable law and regulations and the obligations in the Plan, and to indemnify the Board of Managers and the Unit Owners.

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

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

5. In the event a Residential Unit is damaged by a casualty or other cause prior to the Closing of Title to a Residential Unit, the Sponsor will have the option to restore the Residential Unit to its previous condition as soon as reasonably possible. In the event Sponsor elects to restore the Residential Unit, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Sponsor. Sponsor agrees to notify Purchaser of Sponsor's decision within ten (10) business days of the date of such casualty. In the event Sponsor elects not to restore the Residential Unit, then the Purchase Agreement will terminate and the Purchaser will receive a full refund of all monies paid to Sponsor. The Purchaser and Sponsor shall thereafter be released from any further liability. The additional time required to restore a damaged Residential Unit will not affect the outside date provided for the Purchase Agreement unless agreed to by both the Purchaser and the Sponsor.

6. Sponsor will initially procure fire and casualty insurance for the Condominium on the terms set forth in the budget. In addition, in the event there are insufficient funds in the Condominium to pay for such insurance, Sponsor may lend the Condominium such funds and Sponsor will be repaid out of subsequent Common Charges collected. No Board or Unit Owner approval is required to make such loan. Sponsor may adjust such insurance with the Condominium and utilize funds from the Working Capital Account to reimburse the Sponsor.

7. In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10) or more Residential Units or twenty percent (20%) or more of the total number of Residential Units in the Condominium, whichever is

less, the Principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all the obligations of the Sponsor for those Residential Units under the Offering Plan, applicable laws and regulations.

8. Sponsor has obtained loans from the Lender which will enable the Sponsor to develop and construct the Building. Such loans will remain as a lien on the Property up until the time of Closing at which time the Sponsor will be required to release each Residential from the provisions of the loans. After the recording of the Declaration and before the closing of title to the first Residential Unit the Lender of any mortgage that encumbers the property at the time of conveyance of the first Residential Unit will either: (i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium Residential Units; (ii) subordinate the lien of its mortgage to the Declaration of Condominium; or (iii) release its lien on the condominium Residential Unit being conveyed and its interest in the Common Elements. In addition, before the closing of title to the first Residential Unit all liens and mortgages affecting the Condominium shall be paid and satisfied on the Residential Unit being conveyed and its appurtenant interest in the Common Elements shall be released therefrom by partial release duly recorded.

9. The Sponsor will diligently and expeditiously complete construction of the Condominium substantially in accordance with the plans and specifications described herein and will diligently perform all of its obligations set forth in this Offering Plan and will deliver to the Board of Managers a copy of the "as built" plans filed with the recording of the Declaration or any amendment thereto and in addition will provide the Board of Managers with a full set of building plans filed with the City of New York together with any "field changes" made during the course of construction. Although the Sponsor intends to use the materials, fixtures, appliances and equipment described herein and in the building plans, the Sponsor reserves the right to substitute materials, fixtures, appliances and equipment of equal or better quality or design for any of those set forth. Sponsor reserves the right to change the size, number and location of the improvements or Common Elements. Notwithstanding, Sponsor may not change the size, location of buildings or Units' other improvements or Common Elements if such changes affect the percentage of Common Interest or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change. Sponsor further reserves the right to determine the ultimate Residential Unit type mix to be constructed in the Building; determine the location of electric, gas and water meters, electric transformers, air

conditioning compressors, other Building wide equipment, mailboxes; and make any other changes required by the City of New York.

10. The Sponsor will obtain a permanent or temporary Certificate of Occupancy and any other certificate or permit required by law for the Building or Residential Unit before the Closing of Title to a Residential Unit and will, at its own cost, perform any work and supply any materials necessary to obtain the Certificates or permits. In the event a permanent Certificate of Occupancy is not issued as of the Date of Closing of a Residential Unit, Sponsor anticipates obtaining the permanent Certificate of Occupancy within two (2) years of the Closing of the Residential Unit. However, Sponsor and its principals make no representation or guarantee that the New York City Department of Buildings will issue the permanent Certificate of Occupancy within such two (2) year period. The Sponsor will renew any temporary Certificate of Occupancy until a permanent Certificate of Occupancy is issued for the Building. Sponsor has the right to Close Title with a temporary Certificate of Occupancy.

    In the event a permanent Certificate of Occupancy for the Building or Residential Unit has not been issued as of the Date of Closing for said Residential Unit, the Sponsor will continue to hold all deposits and funds in the special escrow account required pursuant to Section 352-e (2-b) and 352-h as described in Section XII of the Offering Plan unless Sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy. Any sum of money exceeding the amount certified by the Sponsor's engineer or architect will be released to the Sponsor. Upon the issuance of the permanent Certificate of Occupancy, such escrow Deposit will be released to Sponsor without the consent of any other party. Alternatively, Sponsor may deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount certified by Sponsor's engineer or architect. In such event, it will disclose such fact by duly filed amendment to the Plan prior to releasing any of the funds from the escrow account.

    Residential Unit Owners will not be permitted to make any changes, additions or alterations to their Residential Unit that will prevent the issuance of a permanent Certificate of Occupancy or extension or renewal of a temporary Certificate of Occupancy for the Residential Unit and/or Building. Residential Unit Owners will be permitted to make standard improvements to their Residential Units such as painting, installation of flooring, cabinetry, fixtures etc. as long as the improvements do not affect the ability of the Sponsor to obtain a permanent Certificate of Occupancy or extension or renewal of a temporary Certificate of Occupancy. Residential Unit Owners are responsible for obtaining all necessary permits from the City of New York and any other required municipal

agencies for any changes the Unit Owner makes to their Residential Unit subsequent to the Closing of Title with the Sponsor. Sponsor will not be liable for nor responsible to a Residential Unit Owner in the event an inspection by the Department of Buildings of the City of New York prevents the issuance of a renewal and/or extension of a temporary Certificate of Occupancy or permanent Certificate of Occupancy as a result of changes made to the Residential Unit by a Residential Unit Owner. In the event a Residential Unit Owner makes any changes, additions or alterations to their Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Residential Unit and/or Building, the Residential Unit Owner shall reimburse Sponsor within ten (10) days following Sponsor's demand therefore, for any and all costs incurred by Sponsor with respect to Residential Unit Owner's changes to the Unit that prevent the extension or renewal of a Temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Department of Buildings of the City of New York.

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

12. The acceptance of a deed by a Purchaser will be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the Purchase Agreement, in 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of this Plan), and in General Business Law Section 352-e to survive delivery of the deed. The Purchaser of a Residential Unit will inspect such Unit prior to the Closing Date and will 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, provided that if Purchaser finds that Sponsor's improvements have not been completed as described in the Plan then Sponsor and the Purchaser in question will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Residential Unit by Sponsor as provided in the Purchase Agreement. Sponsor will have no obligation to complete any work which is not specifically designated by the Purchaser on the inspection statement. A Purchaser will receive prior notice that a Residential Unit is available for inspection pursuant to this Paragraph, as more particularly set forth in the Purchase Agreement in Part II of the Plan. A Purchaser who fails to inspect such Residential Unit will be

deemed to have accepted the Residential Unit in good condition and in accordance with the terms of the Plan. Notwithstanding the foregoing, Purchaser of a Residential Unit will retain the right to pursue any remedy available under their individual Limited Warranty. After Closing of Title to each Residential Unit the Purchaser thereof must comply with the procedures established by the Managing Agent or the Board of Managers regarding such Purchaser's move in and out of the Residential Unit. This may include "move in" and/or "move out" fees which will be refunded to the Purchaser unless the Purchaser or the Purchaser's agents cause damage to the Building during the move in or move out of the Residential Unit. In such an event the move in or move out fees will be used to repair said damage. In the event the move in and move out fees paid are less than any damage caused, the Purchaser will be responsible for the additional amount of the damage. In the event the move in or move out fees paid are greater than the damage caused, the Purchaser will be refunded the excess amount.

13. In view of the fact the Condominium will consist of a Building containing more than five (5) stories the Housing Merchant Implied Warranty Law contained in Article 36-B of the General Business Law is not applicable. Notwithstanding said fact, the Sponsor will correct any defects in the construction of the Residential Unit or in the installation or operation of any mechanical equipment therein or for the exclusive use of the Residential Unit due to materials or improper workmanship substantially at variance with the plans and specifications, as may have been changed by Sponsor from time to time provided that it is notified of such defects in writing by certified mail within one (1) year from the date of Closing of Title to the Residential Unit in which the alleged defect exists ("Limited Warranty"). If a defect occurs in an item which is covered by this warranty, the Sponsor or Sponsor's contractors will (a) repair or (b) replace the defective item. The choice between repair or replacement is strictly the Sponsors.

Purchaser should note that:

(a) No steps taken by Sponsor or Sponsor's contractors to correct a defect shall act to extend the warranty period.

(b) Sponsor accepts no responsibility for any warranty obligation for incidental or consequential damage caused by any defect.

(c) The Limited Warranty is extended to Purchaser and is not extended to any subsequent purchaser, tenant, or mortgage lender who takes possession of a Residential Unit.

(d) The Limited Warranty shall be void if Purchaser, tenant or occupant, misuses, abuses or otherwise interferes with or changes Sponsor's original construction or installations, or if Purchaser,

tenant or occupant hires any outside contractor to do any work during the warranty period.

(e) Sponsor is not responsible for any work or material ordered directly by Purchasers from Sponsor's contractors or suppliers, or other outside suppliers and contractors

Regarding the Common Elements of the Condominium not covered by any Limited Warranty, the Sponsor will correct any defects in the construction of the Common Elements, or in the installation or operation of any mechanical equipment therein, due to improper workmanship or material substantially at variance with this Offering Plan as may be changed by Sponsor from time to time provided and on condition that Sponsor is notified of or becomes aware of such defect(s) within twelve (12) months of the issuance of a temporary or permanent Certificate of Occupancy, whichever is issued upon the Closing of Title to the first Residential Unit. In no event will Sponsor be liable for consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan will be to repair or, at Sponsor's option, replace (or cause to be repaired or replaced) any defective item of construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the Plans and Specifications), subject to the terms and conditions (and within the time limits) set forth in this paragraph. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications.

In no event will Sponsor be responsible for any condition in the Residential Unit or the Common Elements resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (ii) defects of an immaterial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements that may abut the Building, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber shrinkage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) immaterial deviations in the level of ceilings, and imperfections in ceiling finishes; (v) imperfections in painting

finishes; (vi) immaterial deviations in the level of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows in accordance with customary practice and professional standards; (ix) noise from normal plumbing and the HVAC system; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood; (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, back splashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors and after the Residential Unit Closing, paint touch-ups, repair of dented appliances, or replacement of light bulbs; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or variations in veining of any natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete and/or paving; (xix) discoloration to hardware and plumbing finishes; (xx) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xxi) scratched, dirty or cracked lenses in light fixtures; or (xxii) terrace or balcony tiles not laid flat, or color variation in tiles or mortar, or stained tiles; (xxiii) subsequent to the Residential Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, or (xxiv) salting or color variation in exterior colored mortar and deep colored brick; (xxv) remove mold from the Building or any Residential Unit therein, or (xxvi) or normal water penetration in frameless shower doors. Sponsor will be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair will be made by filling the stone or formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, formica or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING OR RESIDENTIAL UNIT. PURCHASERS WHO PURCHASE A RESIDENTIAL UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR RESIDENTIAL UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING OR

RESIDENTIAL UNIT. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD OF MANAGERS THEREOF. IF PURCHASERS OR ANY BOARD OF MANAGERS DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.

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

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of (i) any immaterial variations from the plans and specifications or the description of any portion of the Building or a Residential Unit set forth in the Plan or (ii) immaterial variations from the Plans and Specifications or the description of any portion of the Building or a Residential Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of substantially similar or better quality than as set forth in the Plans and Specifications or description in this Plan as solely determined by Sponsor's architect. Any such variation affecting the Building or a Residential Unit which is material will be disclosed in a duly filed amendment to the Plan. Regardless of any limitations of a warranty offered under the Offering Plan, the Sponsor is obligated to construct the Building in accordance with all applicable codes and filed plans and specifications. Any conflict between the limited warranty and the Sponsor's obligation to construct the Building in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

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

The Limited Warranty does not apply to the Commercial Unit.

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

manufacturers and subcontractors and to the extent such warranties and bonds are assignable.

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

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

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

17. The Sponsor reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Elements of the Condominium for the purpose of completing its construction and sale or rental of Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. Sponsor also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the Common Elements. Sponsor will be obligated to pay for the cost of any utilities it uses as a result of its use of the easements, licenses, rights and privileges of a right-of-way. Finally, the Sponsor reserves the right to continue to use the Common Elements and any facilities, sales offices, model or unsold units and signs located on the Common Elements, in its efforts to market or lease the Units in the Condominium. Sponsor will be obligated to repair any damage to the Common Elements and Units caused as a result of its use of the easements, licenses, rights and privileges of a right-of-way to complete the construction of the Condominium. Upon reasonable notice to a Unit Owner, Sponsor shall have a right of access to any Unit for the purpose of carrying out any of the above easements, licenses, rights and privileges. During the construction period some

obstructions, detours, storage of materials and equipment will likely be necessary. Patience and understanding of these conditions will be required of Unit Owners. Sponsor shall not unreasonably interfere with the use of an Owner's Unit during the construction period.

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

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

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

XVIII. CONTROL BY THE SPONSOR

Prior to the first annual meeting the initial Board of Managers will consist of three (3) Sponsor's appointed Members. At the first annual meeting of the Unit Owners and thereafter the Board of Managers shall consist of a total of five (5) elected and/or Sponsor designated Members to the Board of Managers. Four (4) of the Members shall be Residential Members and one (1) Member shall be a Commercial Member. The Sponsor, as the owner of Unsold Residential Units, will be entitled to designate a majority of the Residential Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to

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

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

The initial Members of the Board of Managers of the Condominium will consist of Murat Agirnasli, Selim Akyuz and Erden Arkan who are all Principals of the Sponsor. The Sponsor shall retain the right to substitute other persons in the place of the above-named individuals until the resignation of the first Board as set forth below. Thereafter the Sponsor shall have the right to substitute Members of the Board it has appointed as Sponsor so determines. As a result of the fact Sponsor will be selling and Closing Residential Units during the first year and a number of the Residential Units under Purchase Agreements may not close during the first year, the first annual meeting of the Unit Owners may not be held until at least one (1) year after the date of the Closing of Title to the first Residential Unit in the Condominium. At the first annual meeting, the Residential Unit Owners will elect and Sponsor, if entitled, will designate a new Board of Managers. Said Board will consist of five (5) Members. Four (4) of the Members shall be Residential Members and one (1) shall be the Commercial Member. Until such time as the Sponsor relinquishes control of the Board of Managers as provided herein, the Sponsor shall appoint a majority of the Residential Members of the Board of Managers.

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

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

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

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

(ii) to remedy any notice of violation; or

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

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

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

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

XIX. BOARD OF MANAGERS

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

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

Board of Managers

The affairs of the Condominium shall be governed by a Board of Managers (the "Board"). Until the first annual meeting, the first Board of Managers shall consist of three (3) Members designated by the Sponsor. The initial Members of the Board of Managers of the Condominium will consist of Murat Agirnasli, Selim Akyuz and Erden Arkan.

The initial Board of Managers shall call the first annual meeting within twelve (12) months of the Closing of the first Residential Unit. Thereafter the Board of Managers shall total five (5) Members who shall be elected or designated for staggered terms. Four (4) of the Members of the Board of Managers shall be elected by the Residential Unit Owners unless the Sponsor is entitled to appoint three (3) of the four (4) Members of the Board as provided below ("Residential Members"). One (1) Member shall be appointed and/or elected by the Commercial Unit Owner. See Section XVIII of the Offering Plan as to Sponsor's right to designate a majority of the Residential Members

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

The Commercial Member representative to the Board of Managers shall be designated by the Sponsor, its successor, assignee or designee as long as the Sponsor retains ownership of the Commercial Unit. At such time as the Sponsor no longer retains ownership of the Commercial Unit, the one (1) Commercial Unit Owner representative to the Board of Managers shall be elected by the then Commercial Unit Owners. The Commercial Unit Owner Member appointed or elected to the Board of Managers shall serve until such time as the Member resigns or is replaced by the then Commercial Unit Owners at an annual meeting or such other time as the Commercial Unit Owners so determine.

Every Residential and Commercial Unit Owner shall be entitled to cast one (1) vote on each ballot for each Member to be elected for each Residential and Commercial Unit owned. All Residential Members of the Board of Managers, other than designees or nominees of the Sponsor, shall be Residential Unit Owners. The Member of the Board of Managers representing the Commercial Unit does not need to be a Unit Owner.

At the first annual meeting Residential Members shall be elected for a one (1) year term. At the expiration of the initial term of office of each respective Member, the Member's successor shall be elected to serve a term of one (1) year. After the first meeting of Unit Owners elections are to be held annually. See Section XVIII of the Offering Plan for details concerning Sponsor control of the Board of Managers.

In the event Sponsor is entitled to designate a majority of the Residential Members to the Board of Managers at the first annual meeting, Sponsor designated Residential Members shall remain on the Board of Managers until such time as they voluntarily resign from the Board of Managers or are required to relinquish their position on the Board of Managers pursuant to the provisions herein. At such time as a Sponsor designated Residential Member of the Board of Managers either relinquishes or resigns a position on the Board either (a) a special meeting of the Residential Unit Owners shall be held to elect a Residential Unit Owner until the next annual meeting or (b) the remaining Residential Members of the Board of Managers shall appoint a Residential Unit Owner to be a Residential Member until the next annual meeting. At the expiration of the applicable term an election shall be held to elect a Residential Unit Owner to the Board of Managers for a full one (1) year term.

In addition to the Residential Members designated by the Sponsor, as long as Sponsor retains an unsold Residential Unit in the Condominium, Sponsor may vote as Sponsor so determines for any other Residential Members, so long as the Residential

Members are not on Sponsor's slate of Residential Members for the Board, Sponsor's payroll or as long as they did not receive other financial backing from the Sponsor other than a mortgage held by the Sponsor or affiliated entity of the Sponsor, if applicable.

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

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

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

Removal of Members of the Board of Managers

Residential Members, other than Sponsor Residential designees, may be removed with or without cause by an affirmative vote of sixty-six and two-thirds (66 2/3rds) in number of the Residential Unit Owners entitled to vote at a special meeting called pursuant to Article II, Section 10 of the By-Laws. Residential Members designated by the Sponsor may only be removed by the Sponsor. No Residential Member other than a Residential Member designated by the Sponsor shall continue to serve on the Board of Managers if, during their term of office, they shall cease to be a Residential Unit Owner. In the event a Sponsor designee Residential Member is removed, the Sponsor shall have the sole right to designate the Sponsor Residential Member replacement.

The Commercial Member, other than Sponsor designees, may be removed with or without cause by an affirmative vote of 66 2/3rds in number of the Commercial Unit Owners. The Commercial Member designated by the Sponsor may only be removed by the Sponsor. In the event the Sponsor designee Commercial Member is removed, the Sponsor shall have the sole right to designate the Sponsor Commercial Member

replacement until such time as the Sponsor no longer owns a Commercial Unit in the Condominium.

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

Powers and Duties of Board of Managers

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

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

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

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

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

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

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

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

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

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

10. The Residential Members of the Board of Managers shall be empowered to make reasonable Rules and Regulations (including, but not limited to rules and regulations regarding the Storage Spaces, Bicycle Storage Space Area, Laundry Room Area, Rear Yard, Residential Fitness Center, Residential Terrace and Residential Lounge) applicable to the Residential Units and the Residential Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon the Residential Unit Owners when the Residential Members of the Board of Managers have approved them in writing. A copy of such Rules and Regulations and all amendments thereto shall be delivered to each Residential Unit. The Board of Managers shall not be able to pass or adopt any Rule or Regulation that solely affects the Commercial Unit without the written consent of the Commercial Unit Member of the Board of Managers.

11. The entire Board of Managers shall be empowered to make reasonable Rules and Regulations applicable to the General

Common Elements and all Units and all Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon all the Unit Owners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Unit Owner. In no event however, may any Rule or Regulation prevent the Commercial Unit Owner from engaging in the practice or operation of their business unless such practice is a violation of the law or applicable zoning. Further, the Board of Managers may not pass any Rule or Regulation which interferes with or affects the operation of the Commercial Unit or the Commercial Unit Limited Common Elements, without the Commercial Unit Owner's consent, unless it affects the General Common Elements, General Residential Units' Limited Common Elements, the structural integrity of the Building and/or is a violation of any municipal or state code or statute.

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

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

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

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

16. The Residential Members of the Board of Managers shall be empowered to make additions, alterations, or improvements to the General Residential Units' Limited Common Elements. Any addition, alteration or improvement to the General Residential Units' Limited Common Elements shall be a General Common Expense of all Unit Owners.

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

18. The Residential Members of the Board of Managers shall be empowered to borrow money on behalf of the Condominium when required in connection with any addition, alteration, improvement and for the operation, care, upkeep and maintenance of the General Residential Units' Limited Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit. The debt service and any other costs associated for monies borrowed pursuant to this section for the General Residential Units' Limited Common Elements shall be the sole obligation of the Residential Unit Owners as provided for in Article VI, Section 9 of the By-Laws.

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

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

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

22. To enter into revocable license agreements for the use of space within the General Common Elements and General Residential Units' Limited Common Elements (including but not limited to the Storage Space) as long as the license agreement does not hinder or encroach upon the rights of Unit Owners to use the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, Commercial Limited Common Elements and/or a Unit.

23. To grant utility or other easements over or to the Common Elements (no matter how designated) as may, at any time, be required for the benefit of the Condominium and the Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Unit Owners who have the right to use such Common Elements to the exclusion of any other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted);

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

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

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

(d) As long as the Sponsor retains at least one (1) Unsold Residential Unit in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent make an addition, alteration or improvement to the General Residential Units' Limited Common Elements costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

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

1. to comply with applicable laws or regulations; or

2. to remedy any notice of violation; or

3. to remedy any work order by an insurer, or

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

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

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

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

No Member of the Board of Managers or Officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner for damages for any breach of duty in the Member's capacity as a Member of the Board of Managers or Officer of the Condominium, provided that this provision does not eliminate or limit the liability of a Member of the Board of Managers or Officer of the Condominium if a judgment or other final adjudication adverse to the Member establishes (a) that the Member's or Officer's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that the Member or Officer personally gained in fact a financial profit or other advantage to which the Member was not legally entitled.

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

The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers and Officers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers or Officers of the Condominium on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. It is intended that the Members of the Board of Managers and Officers of the Condominium shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is understood and permissible for the Board of Managers or Officer of the Condominium, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers, or Officer of the Condominium or out of the aforesaid indemnity in favor of the Member of the Board of Managers or Officer of the Condominium shall be limited to such proportion of

the total liability thereunder as the Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers, a managing agent, by a Member of the Board of Managers or Officer of the Condominium on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the Member, or Officer of the Condominium as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners).

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

Officers

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

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

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

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

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

The Treasurer shall disburse the funds of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Residential Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Repairs, Alterations and Improvements to Common Elements

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

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

All structural repairs and replacements to any private terrace appurtenant to Residential Units 13A, 15B and PHA (located on the 24th Floor) that is an Individual Residential Unit's Limited Common Element will be the obligation of the Condominium to repair and replace. Notwithstanding, all expenses thereto shall be paid for by the respective Residential Unit Owner. Failure to pay the expenses to the Condominium shall be considered a default of the obligations of the Residential Unit Owner and the

Board of Managers shall have all of the rights afforded the Board as detailed in Article IX of the By-Laws. All general maintenance and repairs of a Private terrace appurtenant to Residential Units 13A, 15B and PHA (located on the 24th floor) terrace, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks, the replacement of pavers and the repair or replacement of the surface of the private terrace shall be the responsibility of the Residential Unit Owner whose private terrace is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit.

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

The Board of Managers shall have the right to designate or approve a contractor or contractors to do any necessary work to a private terrace that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost and expense.

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

All structural repairs of the Storage Spaces shall be the responsibility of the the Condominium but all expenses thereto shall be paid for by the respective Licensee of the Storage Space. Failure to pay the expenses to the Condominium shall be considered a default of the obligations of the Licensee and the Board of Managers shall have all of the rights afforded the Board as detailed in Article IX of the By-Laws. All general maintenance and repairs of the Storage Space shall be the responsibility of the Licensee of the Storage Space. Storage Spaces are to be used for storage of general items. No combustible material or other items in a Storage Space that may be illegal or cause the Condominium insurance to be increased or is not in compliance with the building code of the City of New York.

All repairs and replacement of windows, and any snow removal from the General Common Elements and General Residential Units' Limited Common Elements shall be contracted for by the Board of Managers and the cost thereof shall be a Common

Expense of the Condominium payable by all Unit Owners based on their percentage of Common Interest except that the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of a Unit Owner or prior alteration of a Unit shall be assessed to and paid by the applicable Unit Owner.

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

All maintenance, repairs and replacements to the Commercial Unit and Commercial Unit's Limited Common Elements, whether structural or non-structural, ordinary or extraordinary, will be made by the respective Commercial Unit Owner at its/their sole expense.

All snow removal and cleaning of any sidewalks and entranceways that abut the Condominium and any Commercial Unit that is not the responsibility of the City of New York shall be the responsibility of the Condominium and a Common Expense of all the Units in the Condominium.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Unit for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Unit or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

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

All repairs, replacement, modification or maintenance of a lot line window shall be the responsibility of the Unit Owner if part of a Unit or Individual Residential Unit's Limited Common Elements or the responsibility of the Condominium's if part of the General Common Elements, or General Residential Units' Limited Common Elements. The Condominium shall approve all work and shall have the right to designate or approve the contractor doing the work.

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

Restoration or Reconstruction After Fire or Other Casualty

In the event of damage to or destruction of the Building as a result of fire or other casualty (unless seventy-five [75%] percent or more of the Units are destroyed or substantially damaged and seventy-five [75%] percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Unit, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

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

If the proceeds of physical damage insurance or condemnation awards on account of a Taking are less than $40,000 and the loss is limited solely to the Commercial Unit(s) or the Commercial Unit's Limited Common Elements, such proceeds shall be paid (i) entirely to the owners of the Commercial Unit(s), if no part of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, or other Units are involved or (ii) to the owner of the Commercial Unit(s) and the Board of Managers if the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements and the Commercial Unit's Limited Common Elements are involved. In the latter case the net insurance proceeds or condemnation awards shall be shared by the Commercial Unit Owner(s) and the Board of Managers in proportion to the cost of repairing and restoring the Commercial Unit(s) (and/or the Commercial Unit(s) Limited Common Elements), the General Common Elements, the General Residential Units' Limited Common Elements, the Individual Residential Unit's Limited Common Elements and the other Units, respectively.

Notwithstanding the foregoing, if only the Commercial Unit (including the Commercial Unit's Limited Common Elements) is destroyed or damaged by fire or other casualty or taken in a Taking, the owner of the Commercial Unit will alone make all arrangements for the prompt repair and restoration thereof, and if the net insurance proceeds or condemnation awards are insufficient to cover, or exceed, the cost, the Commercial Unit Owner will bear the entire amount of the deficit or shall receive all of the excess.

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

Insurance

The Board of Managers shall be required to obtain and maintain, to the extent obtainable from generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements no matter how classified and the Units in the Building of the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Units which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Unit Owners, contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, there under shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $40,000 or less, shall be payable to the Board of Managers, and if more than $40,000 shall be payable to the Insurance Trustee. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the Percentage of Common Interest applicable to said Unit.

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

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

Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

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

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

In addition to the above, blanket fidelity bonds shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to 3 months aggregate assessments on all Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of

"employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, ("Fannie Mae") Servicers on behalf of Fannie Mae also receive such notice of cancellation or modification.

The portion of any insurance premium which results from the specific use of the Commercial Unit shall be borne by the Commercial Unit Owners pursuant to Section 339-bb of the Real Property Law of the State of New York.

Unit Owner's Insurance

Each Unit Owner shall, at such Unit Owner's cost and expense, obtain and maintain adequate insurance covering fixtures, installations or additions comprising a part of the Unit not initially installed in accordance with the original plans and specifications, as well as their personal property, together with personal liability insurance for occurrences arising from within the Unit Owner's Unit and/or Limited Common Elements appurtenant to such Unit. Unit Owners shall not be prohibited from carrying other insurance for their own benefit; provided that all such policies shall contain waivers of subrogation and provided further that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Each Unit Owner shall provide to the Board of Managers evidence of the insurance required herein on an annual basis or as requested by the Board of Managers naming the Condominium as additional insured.

Reports to Unit Owners

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

Amendments

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

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

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

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

d. As long as the Sponsor, its successor, assignee or designee retains the Commercial Unit, no amendment to the Declaration which solely affects the Commercial Unit may be adopted without the written consent of Sponsor, its successor, assignee or designee. Thereafter no amendment to the Declaration which solely affects the Commercial Unit may be adopted without the written consent of the then Commercial Unit Owner. In the event the Commercial Unit is sub-divided subsequent to the Sponsor, its successor or assigns retaining the Commercial Unit no amendment to the Declaration which solely affects the then Commercial Units may be adopted without the written consent of at least sixty six and two thirds (66⅔%) percent in number of the then Commercial Unit Owners.

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

f. The Board of Managers and the Sponsor, as long as the Sponsor owns an Unsold Unit in the Condominium, shall have the right to amend the Declaration without the vote or consent of the Unit Owners or the holders of any Unit mortgages and to execute and record in the New York City Registrar's Office, such amendment as may be required to reflect (i) changes in the Declaration (including Schedule B), As-Built Floor Plans and Condominium or Unit Designation Map that are corrective in nature or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) technical corrections; or (iv) to comply with any federal, state or city law or regulation that may affect the Condominium. In connection therewith, each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable

power of attorney, coupled with an interest to the Board of Managers of the Condominium and to the Sponsor to amend the Declaration of Condominium for said purposes.

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

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

after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment. In order to comply with this provision of the Declaration all Unit Owners are required to provide the Board of Managers with their current mortgage holder when requested by the Board of Managers and whenever a Unit Owner obtains a new mortgage.

Amendments to By-Laws

The By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by not less than sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration. In addition the following shall apply to amendments to the By-Laws:

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

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

(c) The Board of Managers shall have the right to amend the By-Laws without the consent of the Unit Owners to make corrections to the By-Laws that are patent errors, inconsistencies, scrivener's errors and technical errors. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers to amend the By-Laws for said purposes.

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

(e) Notwithstanding any provision contained herein to the contrary an Amendment in the By-Laws which solely affects the Residential Units or the General Residential Units' Limited Common Elements may only be adopted by a vote of at least sixty-six and two-thirds (66⅔%) percent in number and common interest of only the Residential Unit Owners.

(f) Notwithstanding any provision contained herein to the contrary an Amendment in the By-Laws which solely affects the Commercial Unit may only be adopted by a vote of at least sixty-six and two-thirds (66⅔%) percent in number and common interest of only the then Commercial Unit Owners. Notwithstanding, as long as the Sponsor, its successor, assignee or designee retains a Commercial Unit, no amendment to the By-Laws which solely affects a Commercial Unit may be adopted without the written consent of Sponsor, its successor, assignee or designee.

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

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

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

Units Acquired by the Board of Managers

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

Termination of Condominium

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

Covenant Against Partition of Common Elements

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

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

Sale or Lease of Units

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

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

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

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

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

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

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

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

The provisions contained herein shall not apply to the acquisition or sale of a Residential Unit by a mortgagee who shall acquire title to such Residential Unit by

foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagees.

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

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

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

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

(b) the lease must be in writing;

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

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

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

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

(g) within thirty (30) days of occupancy by the tenant or renewal of any lease, the name and telephone number of the tenant, together with a clear and complete copy of the executed lease, must be furnished to the Managing

Agent or if no Managing Agent to a Member of the Board of Managers of the Condominium;

(h) the Residential Unit cannot be used as a motel or hotel or otherwise for transient tenants or listed in Airbnb or similar service;

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

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

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

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

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

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

(o) The Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board of Managers, to sell or lease their Unit

without the Board of Managers having any right of first refusal to sell or lease, or to procure a third party to sell or lease, the same, and all sale or rental proceeds shall belong solely to the applicable Unit Owner.

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

In order to carry out the provisions of Article XI of the By-Laws and pursuant to the provisions of Article XIV of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided herein is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

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

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

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

A Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board of Managers, to sell or lease their Commercial Unit without the Board of Managers having any right of first refusal to sell or lease, or to procure a third party to sell or lease, the same, and all sale or rental proceeds shall belong solely to the applicable Commercial Unit Owner.

Real Property Law Section 339-kk

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

Restrictions on Occupancy and Use

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

The Commercial Unit shall be for any use permitted by applicable zoning requirements of the City of New York except that the Declaration of Condominium prohibits the use of the Commercial Unit for the following uses: veterinarian's office or pet shop; martial arts studio or school; machine shop or welding shop; dry cleaning or laundry service; chemical wholesaling, storage, retailing or manufacturing; heavy trucking, methadone clinic, drug or alcohol rehabilitation; extermination service; bicycle messenger center; bowling alley, manufacturer of tobacco products; leather dying or coloring; motel/hotel/hostel/homeless shelter or any transient use; tattoo parlor; waste disposal/refuse center; amusement arcade; auditorium; billiard parlor; brewery; heavy manufacturing of any kind; adult bookstore or video shop or other adult entertainment facility; homeless shelter; any enterprise engaging in pornography; restaurant, fast food establishments, bar, pub, or commercial cooking.

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

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

Restrictions on Pets

Residential Unit Owners will be permitted to keep dogs, cats or other common household pets in their Residential Unit subject to the provisions of this regulation. The foregoing notwithstanding, no more than two (2) dogs per Residential Unit will be permitted. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium. No animals may be kept or maintained in a Residential Unit for any commercial purposes. No exotic animals such as snakes or undomesticated wild animals are permitted in a Residential Unit. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Managers. All Residential Unit Owners shall advise the Board of Managers of any household pet intended to be kept in their Residential Unit prior to the household pet residing therein. In addition to the above restrictions, the Board of Managers shall have the right to further adopt additional rules and regulations regarding pets including, but not limited to limiting the number, size and type of pet including but not limited to the type of breed of such pet permitted to be kept in a Residential Unit. In no event shall any animal be permitted in any of the public corridors or lobbies of the

Condominium unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to any Common Elements of the Condominium.

Mortgage of Units by Unit Owners

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

Common Charges Assessment and Collection

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

The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the provisions of Section 9 of Article VI of the By-Laws.

Said assessments shall be payable monthly or in such other manner as determined by the Board of Managers and shall be referred to as Common Charges.

The Board of Managers may also charge additional assessments in excess of the Common Charges for expenses not contemplated, foreseen or which exceed the amount budgeted. Said assessments shall be known as Special Assessments. The Board of Managers shall be entitled to charge a Special Assessment as a single sum or over a period of time as it may determine. Unit Owners shall pay their portion of any Special Assessments in accordance with Section 9 of Article VI of the By-Laws.

The Unit Owner agrees to pay promptly when due the monthly Common Charges and all Special Assessments assessed against the Unit. In the event any Unit Owner fails to make payment of the Unit Owner's Common Charge payment, the Unit Owner who owns such Unit shall be obligated to pay (a) a "late fee" of $.15 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date

(although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Managers or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges and/or Special Assessments or in an action to foreclose the lien on such Unit Owner's Unit arising from said unpaid Common Charges and/or Special Assessments in the manner permitted by applicable law. All such "late fees," interest and expenses shall be cumulative and shall be added to and shall constitute Common Charges payable by such Unit Owner.

In addition, in the event of a default in payment of Common Charges by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board of Managers shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make the late payment.

The Board of Managers may place a lien and take action to collect any past due Common Charges from any Unit Owner which remains unpaid as provided in Article IX of the By-Laws from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339-aa of the Real Property Law or otherwise.

No Unit Owner shall be liable for any Common Charges which accrue against the Unit Owner's Unit subsequent to a sale, transfer or other conveyance of the Unit Owner in accordance with the By-Laws and the Declaration. A purchaser of a Unit shall be liable for the payment of all future Common Charges assessed against the Unit, as well as unpaid Common Charges assessed against the Unit by deed or other legal means of the purchase.

Notwithstanding any other provision in the Declaration or the By-Laws any mortgagee of an Institutional Mortgage as defined in the Declaration of Condominium who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges and/or Special Assessments, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges and/or Special Assessments. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

The estimate of Condominium expenditures in Schedules A and B were made by the Sponsor and passed upon by Choice NY Property Management, with an address at 254 West 34th Street, New York, New York. Although the Sponsor is of the opinion that such estimates are accurate and reasonable, they are not intended and cannot be

construed as an assurance of the actual expenses and are merely based upon information available at this time. Actual costs may be lesser or greater than as set forth herein.

It is presently anticipated that the Common Charges are to be used primarily to pay for the expenses detailed in Schedule B of the Offering Plan. The Common Charges and Common Expenses do not include maintenance, repairs or decoration of interior of the Units or portions thereof, payments required pursuant to the terms of Unit Owners' mortgages or real estate taxes covering the individual Units.

The Common Charges which may be collected monthly by the Board of Managers and other costs of maintenance of the Units are set forth on Schedule A. However, additional services which the Unit Owners may desire or other factors can increase these charges. See Schedule B-1 for estimated utility costs applicable to an individual Unit.

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

Where a Unit is damaged by casualty and the proceeds of insurance are not sufficient to cover the repair of the damage, the amount necessary to restore the Unit over and above the proceeds from any fire insurance on the Units will be a Common Charge to all Unit Owners. In order to protect the Unit Owner against the possibility of such Common Charges, the Board of Managers determines the amount of blanket casualty insurance covering all Units (the cost of such insurance is part of the Common Charges) and reviews the amount of such coverage annually.

Once title has passed to a Purchaser, the Purchaser will be responsible for all costs, including all Common Charges, in the event the collection of Common Charges has commenced, and all individual expenses associated with the Unit, as well as any costs associated with the Individual Residential Unit's Limited Common Elements that are the Residential Unit Owner's responsibility and pertain to the Purchaser's Residential Unit.

Liens for the Non-Payment of Common Charges

Under Section 339-z of the Real Property Law of the State of New York, the Board of Managers shall have a lien against each Unit for its unpaid Common Charges and legal interest thereon prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. The lien shall continue in force even after resale of a Unit except that the Board of Managers shall, in accordance with the Declaration, release the lien and right to collect unpaid Common Charges against any Purchaser of a Unit where such purchase arises out of a foreclosure of a first institutional mortgage when the Board of Managers has been made a party to the foreclosure action.

The Board of Managers may foreclose the lien in the same manner as a mortgage on real property or bring a separate action to collect the unpaid Common Charges and Special Assessments and in doing so shall be entitled to recover all costs incurred including reasonable attorney's fees. The liability of each Unit Owner for the payment of Common Charges and Special Assessments thereafter assessed against the Unit Owner's Unit shall terminate upon a sale, transfer or conveyance of such Unit in accordance with the provisions of the Condominium Declaration and By-Laws. Further, any Unit Owner may convey their Unit to the Board of Managers or its nominee, on behalf of all other Unit Owners, without any compensation and in accordance with the Declaration and By-Laws, and in such event the Unit Owner shall be exempt from any Common Charges and Special Assessments thereafter assessed, but not relieved of their obligation to pay the Unit Owner's mortgage. However a Unit Owner may not be exempt from liability for the Unit Owner's Common Charges and Special Assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit Owner's Unit.

Upon a resale, the Purchaser of a Unit shall be liable for the payment of unpaid Common Charges and Special Assessments assessed against such Unit prior to the acquisition of such Unit by the Purchaser. Notwithstanding any other provision in the Declaration or the By-Laws any mortgagee of an Institutional Mortgage who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges and Special Assessments.

Repairs, Alterations and Improvements to the Residential Units

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

All maintenance and repairs to the interior portion of Units, other than to any General Common Elements or General Residential Units' Limited Common Elements contained therein, are the responsibility of the respective Unit Owners at their sole expense. All structural changes to a Unit shall comply with the provisions of Article VIII, Section 2(f) of the By-Laws.

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

All structural repairs and replacements to any private terrace appurtenant to Residential Units 13A, 15B and PHA (located on the 24th Floor) that is an Individual Residential Unit's Limited Common Element will be the obligation of the Condominium to repair and replace. Notwithstanding, all expenses thereto shall be paid for by the respective Residential Unit Owner. Failure to pay the expenses to the Condominium

shall be considered a default of the obligations of the Residential Unit Owner and the Board of Managers shall have all of the rights afforded the Board as detailed in Article IX of the By-Laws. All general maintenance and repairs of a Private terrace appurtenant to Residential Units 13A, 15B and PHA (located on the 24th floor) terrace, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks, the replacement of pavers and the repair or replacement of the surface of the private terrace shall be the responsibility of the Residential Unit Owner whose private terrace is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit.

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

The Board of Managers shall have the right to designate or approve a contractor or contractors to do any necessary work to a private terrace that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost and expense.

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

All structural repairs of the Storage Spaces shall be the responsibility of the the Condominium but all expenses thereto shall be paid for by the respective Licensee of the Storage Space. Failure to pay the expenses to the Condominium shall be considered a default of the obligations of the Licensee and the Board of Managers shall have all of the rights afforded the Board as detailed in Article IX of the By-Laws. All general maintenance and repairs of the Storage Space shall be the responsibility of the Licensee of the Storage Space. Storage Spaces are to be used for storage of general items. No combustible material or other items in a Storage Space that may be illegal or cause the Condominium insurance to be increased or is not in compliance with the building code of the City of New York.

All repairs and replacement of windows, and any snow removal from the General Common Elements and General Residential Units' Limited Common Elements shall be contracted for by the Board of Managers and the cost thereof shall be a Common

Expense of the Condominium payable by all Unit Owners based on their percentage of Common Interest except that the cost of any maintenance or repairs necessitated because of the negligence, misuse or neglect of a Unit Owner or prior alteration of a Unit shall be assessed to and paid by the applicable Unit Owner.

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

All maintenance, repairs and replacements to the Commercial Unit and Commercial Unit's Limited Common Elements, whether structural or non-structural, ordinary or extraordinary, will be made by the respective Commercial Unit Owner at its/their sole expense.

All snow removal and cleaning of any sidewalks and entranceways that abut the Condominium and any Commercial Unit that is not the responsibility of the City of New York shall be the responsibility of the Condominium and a Common Expense of all the Units in the Condominium.

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

All repairs, replacement, modification or maintenance of a lot line window shall be the responsibility of the Unit Owner if part of a Unit or Individual Residential Unit's Limited Common Elements or the responsibility of the Condominium's if part of the General Common Elements, or General Residential Units' Limited Common Elements. The Condominium shall approve all work and shall have the right to designate or approve the contractor doing the work.

In the event that a Unit Owner fails to maintain, repair or replace its Unit or any Limited Common Element for the Residential or Commercial Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the General Common Elements, General Residential Units' Limited Common Elements, any other portions of the Building or any other Unit or other Limited Common Element, the Board of Managers shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Residential or Commercial Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) of the Unit or Individual Limited Common Elements for

a Unit's exclusive use and to charge said Residential or Commercial Unit Owner for the cost of all such repairs and/or maintenance and/or replacement. In the event that the Board of Managers charges a Residential or Commercial Unit Owner for repairs, maintenance and/or replacement to their Residential or Commercial Unit or for repairs to any Common Elements restricted in use to such Residential or Commercial Unit Owner, and the Residential Unit or Commercial Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Residential or Commercial Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

Insurance

Purchasers should refer to Section XIX of the Offering Plan and the footnotes to the budget for a complete description of the insurance applicable to the Condominium.

THE CONDOMINIUM INSURANCE COVERAGE DOES NOT COVER FIRE AND LIABILITY INSURANCE FOR THE PURCHASER'S PERSONAL EFFECTS AND INTERIOR OF THE RESIDENTIAL UNIT. PURCHASERS ARE ADVISED TO SECURE SUCH COVERAGE.

Access by Board of Managers

The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under the Declaration and By-Laws.

Compliance with terms of the Declaration, By-Laws and Rules and Regulations

Ownership of a Unit in the Condominium subjects the Unit Owner to compliance with the provisions of the Declaration and By-Laws as well as the Rules and Regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The Rules and Regulations set forth in the Declaration and By-Laws can be found in Part II of the Plan in Schedule J, Article VIII of the By-Laws. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws as well as the Rules and Regulations established therewith.

The provisions of the By-Laws which requires Members of the Residential Unit Owners' representatives to the Board of Managers to be Residential Unit Owners will not apply to the first Board of Managers or any Sponsor designees to the Board of Managers.

Easements

All pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Unit and for the exclusive use of a Unit shall be maintained by such Unit Owner at the Unit Owner's sole cost and expense. Any portion of such pipes,

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

The owner(s) of a Commercial Unit and any Commercial Units resulting from the subdivision and/or consolidation of a Commercial Unit shall have easements for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, water and other mechanical lines and fixtures and equipment on the exterior walls, the roof and through the Common Elements of the Condominium, and in, through under and over any Commercial Unit and any Units resulting from the subdivision or consolidation of the Commercial Unit; (ii) access in and through the Common Elements of the Condominium for all required work to permit the subdivision or consolidation of a Commercial Unit; (iii) through the Common Elements of the Condominium for the use of any Commercial Unit's Limited Common Element including any storage area and roof equipment and for access to any portion of the Building for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located in or on the Building that service a Commercial Unit including any roof equipment and any storage area, provided, however, that except in the case of an emergency, the right of access for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located in or on the Building that service a Commercial Unit may be exercised only on weekdays between the hours of 8:00 AM to 6:00 PM. A Commercial Unit and any Units resulting from the subdivision or consolidation of a Commercial Unit shall be subject to easements in favor of any other Unit(s) and any Unit resulting from the subdivision or consolidation of a Commercial Unit for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving a Commercial Unit and any Units resulting from the subdivision or consolidation of a Commercial Unit. The owner and

tenants of a Commercial Unit shall have the right at their sole expense to install separate heating and cooling systems for a Commercial Unit and any Units resulting from the subdivision of a Commercial Unit and an easement is herewith granted in, over, under and through the applicable portions of the entire Building for (i) the installation, maintenance, repair and replacement of the heating and cooling systems and all necessary pipes, lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised; (ii) for access to any equipment that services a Commercial Unit and which is located in the Residential Area of the Condominium or the Individual Residential Unit's Limited Common Elements and (iii) to erect, maintain and replace one or more signs on the Property permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Condominium.

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

Each respective utility and cable company shall have a right of access to the Common Elements and each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in the Common Elements and any Unit. Any utility or cable company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

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

unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Board of Managers shall have the right to grant easements in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the purpose of installation, maintenance and repair of a satellite dish, cable service or other data or internet services and all ancillary wires, conduits, utility lines and any other services required for a satellite dish, cable service or other data or internet services for the use of the Unit Owners in the Condominium.

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

The Sponsor, its successors, assigns, and purchasers of undeveloped or unsold Units, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all of the Property and the Building comprising the Condominium for the purpose of completing construction, sale and rental of Units and facilities in the Condominium and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across all of the Property and the Building comprising the Condominium for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Sponsor, its successors, assigns, and purchasers of undeveloped or unsold Units, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or on the Property and Building comprising the Condominium. The Sponsor, its successors and assigns, and purchasers of undeveloped or unsold Units, shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Property and the Building comprising the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Units to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their Percentage of Common Interest in the Common Elements. The Sponsor, its successors and assigns reserve the right to continue to use the Common Elements and any facilities, sales offices, model Units and signs located on the Common Elements, in its efforts to sell and/or lease Units constructed in the Condominium and to complete construction of the Condominium. This paragraph shall not be amended without the consent of the Sponsor.

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

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

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

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

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

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

Each Unit Owner will have a right and easement to use its Unit and the General Residential Units' Limited Common Elements, Individual Unit's Limited Common Elements and/or Commercial Unit's Limited Common Elements appurtenant to such

Unit or Units, and the General Common Elements subject to and in accordance with the terms and conditions of the Declaration and By-Laws.

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

The Board of Managers on behalf of the Condominium will have an easement and unlimited access to any Common Element, no matter how classified, for the purpose of making inspections, repairs or rebuilding of the Condominium.

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

Allocation of Common Interest

The Percentage of Common Interest of the Condominium establishes the Unit Owners percentage of ownership in the Common Elements of the Condominium and percentage of liability for the payment of Common Charges subject to the rights under Section 339-m of the Real Property Law of the State of New York. Each Unit Owner has the Percentage of Common Interest in the Condominium set forth on Schedule A. Such allocation has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. Said method of determining the percentage of Common Interest in a Condominium complies with and is pursuant to the provisions of Section 339-i(1)(iv) of the Real Property Law of the State of New York.

The Percentage of Common Interest in the Common Elements shall not be changed except with the consent of all Unit Owners affected expressed in a duly recorded amendment to the Declaration. However, based upon final specifications, construction conditions and/or "as-built" Plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of the Percentage of Common Interest may justify a minor increase or decrease in the aggregate Percentage of Common Interest appurtenant to Units. In such event, the Percentage Interest of Common Interest appurtenant to each individual Unit would be adjusted pro rata. Sponsor expressly reserves the right, from time to time, prior to the first Closing, to effect such a change in the Percentage of Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Percentage of Common Interest of any Unit be increased or decreased as a result of any of the foregoing a material amount.

Copies of both the Declaration and By-Laws are contained in Part II of the Offering Plan.

XXI. REAL ESTATE TAXES

In accordance with the New York State Condominium Act, real estate taxes applicable to each Unit will be separately assessed. The estimated monthly costs and charges to be incurred by the Unit Owner of each Unit in the first year in which the property will be fully subject to real estate taxes together with estimated Common Charges on each Unit and other carrying costs are set forth on Schedule A.

Real estate tax estimates are based upon information received from Anthony Como Associates with offices located at 39 Richmond Terrace, Suite 108, Staten Island, New York 10301.

The projected billable assessment for the Residential Units in the Condominium upon completion of construction is approximately $9,000,160. Based upon an estimated tax rate of 12.892% per $100 of assessed value, the estimated fiscal year annual taxes for all of the Residential Units upon full assessment would be approximately $1,224,760. The annual real estate taxes that have been estimated in Schedule A are based on estimated taxes for the tax year 2019/2020 the first taxable year upon the estimated date of the completion of construction of the Condominium. The projected assessment for the Commercial Unit in the Condominium upon completion of construction is approximately $99,840. Based upon the above formula and an estimated tax rate of 10.574% per $100 of assessed value, the estimated annual taxes for the first year of operation of the Condominium for the Commercial Unit would be $10,557. Purchasers are advised that this projection is an estimate as it is unlikely that the post construction assessed value or tax rate will remain constant. Thus, the actual assessment and real estate tax for each Unit may be more or less than the Unit's proportionate share of the total assessment and tax amount shown.

Schedule A reflects the estimated Real Estate Taxes.

Although the aforesaid estimate of Actual Assessed Valuation is a good faith estimate, it is not possible to estimate the same with any degree of certainty. Assessed valuations, when actually made, may be lesser or greater based on interpretation of the administrative code and the applicable rules and regulations of the City of New York. The estimates are not intended, and should not be construed as warranties as to future assessed valuations of the Property.

After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units. In addition, pursuant to the provisions of the Internal Revenue Code of 1986, the real estate taxes payable by a Unit Owner which are assessed against their Unit by any governmental taxing authority, are currently a proper deduction in connection with Federal, State and City Income Taxes payable by such Unit Owner.

The estimate of real estate taxes for each Unit for the first year of Condominium operation further assumes that the amount of real estate taxes payable with respect to each Unit will be calculated by dividing the total tax liability among the Units in proportion to their Percentage of Common Interest as reflected in Schedule A. There is no assurance that the City of New York will allocate taxes between Units in this manner. If they do not, Unit Owners of Units with similar Percentages of Common Interest may pay different amounts of real estate taxes.

In the event the Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the Units in the Condominium for the six (6) month period following the first Closing. Thereafter, at each Closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Unit. Alternatively, the Sponsor may place in escrow, in the name of Board of Managers, an amount equal to the real estate taxes attributable to the Unsold Units for such six (6) month period and may collect at each Closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable. After the Units are separately assessed, the funder of the escrow account and the Unit Owner will be reimbursed for any overpayment of taxes or assessed for an underpayment.

Unit Owners will not be responsible for or subject to any lien arising from the non-payment of real estate taxes on any other Unit.

There are no tax certiorari proceedings currently pending for the property. The By-Laws empower the Board of Managers to bring such proceedings on behalf of the Unit Owners.

The Sponsor anticipates that the real estate tax rate will vary in future years rather than remain constant. The estimates of projected real estate taxes in this Offering Plan have been prepared by the Sponsor and cannot be construed as an assurance of the final tax costs, but are merely estimates based upon information available to the Sponsor at this time. In no event will the Sponsor or Sponsor's Counsel be liable to any Purchaser under this Plan, nor will any Purchaser have the right to rescind their Purchase Agreement, in the event the amount of the taxes differ from those projected.

XXII. INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The Sponsor has been advised by its counsel, Certilman Balin Adler & Hyman, LLP that each Residential Unit Owner will be entitled under present law to a deduction for Federal, New York State and New York City income tax purposes for the real estate taxes paid by each Residential Unit Owner covering their Residential Unit and, provided

the Residential Unit is used as the Residential Unit Owners primary residence or one (I) other residence that the Residential Unit Owner selects pursuant to Section 163(h) of the Internal Revenue code of 1986, for the interest paid by the Residential Unit Owner on any mortgage, to a maximum of $1,000,000, covering the Residential Unit Owner's Residential Unit. See the Opinion of Counsel in Section XXIII of the Offering Plan. Similarly, the Sponsor has been advised by counsel that certain Residential Unit Owners who are veterans of the United States Armed Forces may be entitled to deductions covering part of the real estate taxes applicable to their respective Residential Units. The deductions do not apply to the Commercial Units.

The Sponsor has been advised by its counsel that the Condominium will be taxed on any excess of income over expenses from unrelated sources. Examples of unrelated source income include interest earned on reserve and other invested funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. If the Condominium is required to pay taxes, the amount thereof will be levied as an additional Common Charge.

Sponsor has also been advised that pursuant to Section 528 of the Internal Revenue Code, certain Condominiums, substantially all of whose Residential Units are used for residences, are afforded the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium Properties, which properties, as defined in Section 528 of said Code, include property held by the Condominium, property commonly held by the Unit Owners of the Condominium, or property within the Condominium held by the Unit Owners of the Condominium. This Condominium has been structured so that it will meet the requirements of Section 528 of the Internal Revenue Code and as a result the Condominium will be eligible to be treated as a tax exempt organization under Section 528 of the Internal Revenue Code. Purchasers should refer to the Opinion of Counsel in Section XXIII of the Offering Plan.

CERTILMAN BALIN

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

XXIII. OPINION OF COUNSEL

RICHARD HERZBACH
PARTNER
DIRECT DIAL 516.296.7006
rherzbach@certilmanbalin.com

August 4, 2017

Soho Broome Condos LLC
136 North 10th Street, 2nd Floor
Brooklyn, New York 11249

Re: **570 Broome Condominium**

Gentlepeople:

We note that the Offering Plan for the above-captioned Condominium states that it is believed that the monthly payments of interest on any mortgage up to a maximum of $1,000,000 in the aggregate which becomes a lien on a condominium Residential Unit and real estate taxes payable by a Residential Unit Owner, which are assessed against the Residential Unit by any governmental taxing authority, are a proper deduction in connection with Federal, New York State and New York City Income Taxes payable by the owner of such Condominium Residential Unit.

We have given this matter careful study, and it is our opinion that, pursuant to the provisions of the Internal Revenue Code of 1986 (the "Code") (See Revenue Ruling 64-31, C.B.1964-300) and the corresponding provision of the New York State Law (See Section 615 of the Tax Law), such interest payments and the aforesaid real estate payments are proper deductions by the owner of a Condominium Residential Unit, in connection with their Federal, New York State and City income taxes. Similarly, we are of the opinion that each Condominium Residential Unit Owner whose Residential Unit is either their principal residence or the one other residence selected pursuant to Section 163 (h) (5) (A) (i) (II) of the Code will be entitled, under Section 216 (a) (2) of the Code and Section 615 (a) of the State Law, to deduct interest paid or accrued by the Residential Unit Owner on any mortgage which becomes a lien on a Condominium Residential Unit. The Residential Unit may be so selected if the Residential Unit Owner either uses it as a residence within the meaning of Code Section 280A (d) (1) (i.e., uses it for personal purposes for a number of days which exceed the greater of fourteen (14) days, or ten (10%) percent of the number of days during the year for which the Residential Unit is rented at a fair rental), or neither rents nor uses the Residential Unit at any time during the year. In addition, certain Residential Unit Owners who are veterans of the United States Armed Forces may be entitled to deductions covering part of the real estate taxes applicable to their Residential Unit.

In adding a new Section 528 to the Code, the Tax Reform act of 1976 affords certain Condominiums, substantially all of whose Residential Units are used for residences, the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium properties, which properties, as defined in 528 of the Code, include property held by the Condominium, or property within the Condominium. Based upon our examination of the Offering Plan and subject to the Condominium, actually satisfying the minimum percentage income and expenditure criteria set forth above, it is our opinion that the Condominium will be eligible to be treated as a tax exempt organization under Section 528 of the Code.

Such an election will exempt from Federal, New York State and New York City Income Taxation all amounts received by the Condominium from the Residential Unit Owners as membership dues, fees or assessments. The Condominium will be taxed, however, on any excess of income over expenses from unrelated sources. Examples of unrelated sources income include interest earned on reserve funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. In the event the Condominium fails to qualify for and elect Section 528 taxation status in any year, it may, to the extent it has any income from unrelated sources or from accumulated revenues received by virtue of dues, fees and assessments received from Residential Unit Owners not expended in any taxable year, be subject to Federal, New York State and New York City Income Taxation (see Rev. Ruling 74-99, 1974-1 C.B. 131).

We have considered the relevant cases and rulings on the tax status of the Condominium including Revenue Rulings 74-17, 74-99, 75-370 and 75-371. These rulings, under certain circumstances, permit assessments for capital replacements and new or replacement equipment to be excluded from the Condominium's income and be treated for tax purposes as additional capital contributions. In such case each Unit Owner's assessment for such purposes would add to their tax basis. Although the Condominium described in the Plan may be deemed a taxable entity under such Rulings, assuming that all expenses are designated and accounted for, and that certain other special purpose assessments are properly treated as trust funds, the Condominium should not realize any significant amount of taxable income, other that with respect to incidental investment income, such as interest earned on reserve funds deposited in bank accounts.

We have examined the exceptions to title set forth in Section XV of the Offering Plan, and we are of the opinion that none of such exceptions of title are contrary to the terms of the Purchase Agreement nor do they interfere with the quiet use or enjoyment of the Purchaser's Unit as set forth in the Offering Plan.

We have examined the Declaration and By-Laws pertaining to the proposed Condominium. It is our opinion that the Declaration and By-Laws, when recorded, will validly create a Condominium in accordance with Article 9-B of the Real Property Law of the State of New York.

In addition, we note that the Percentage of Common Interest for each Unit as contained in Schedule A has been determined based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and overall dimensions of the particular Unit. In our opinion, this is a proper method of determining the percentage of common interest in a Condominium and complies with Section 339-i(1)(iv) of the Real Property Law.

In our opinion, the Condominium will be eligible for tax exempt status, if it so elects, and Residential Unit Owners will be entitled to the above-mentioned income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the given facts and documents referred to above. No assurances can be given that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium, any selling agent or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statues, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause the Condominium to cease to meet the requirements of Section 528 of the Code or the New York State tax law as amended or New York City tax law and Residential Unit Owners not to be entitled to income tax deductions.

The above tax deductions do not apply to the Commercial Unit.

Very truly yours,

CERTILMAN BALIN ADLER & HYMAN, LLP

By: _____
Richard Herzbach, Partner

ANTHONY COMO ASSOCIATES

New York Real Estate Tax Services

January 6th 2017

Real Estate Tax Appraisal
570 Broome Condominium
568-570 Broome Street
Block 578 Lot 75, Manhattan

In reviewing your request to calculate the anticipated assessed values for the above referenced property and its effect on the real estate taxes, I have made the following determination.

The subject property a 3,803 square foot vacant lot will be developed into an 83,107(gross) square foot newly constructed high rise residential condominium. Building will consist of one street level retail condominium unit with 54 residential condominium units located on floors 3 through 23 plus a penthouse floor.

The property is known as The 570 Broome Condominium and is identified at the time of this appraisal on the tax map of the Borough of Manhattan as Block 578 Lot 75.

Tel.: (718) 273-3080 36 Richmond Terrace, Suite 108, SI, NY 10301 Fax: (718) 816-4915
acomo@nyrets.com

Upon completion of the construction, which is scheduled for May 2018, the building will contain the following approximate gross square feet areas and uses:

Floor	Unit#	Description	Use	Square Footage	Terrace Sq. Ft
1st Floor	Retail	Ground Floor	Retail	1,815	
Sub-Total				**1,815**	
3rd Floor	3A	2 Bedrooms 2 Bathrooms	Residential	1,138	
	3B	1 Bedroom 1 Bathroom	Residential	675	
	3C	2 Bedrooms 2 Bathrooms	Residential	1,197	
Sub-Total				**3,010**	
4th Floor	4A	2 Bedrooms 2 Bathrooms	Residential	1,138	
	4B	1 Bedroom 1 Bathroom	Residential	675	
	4C	2 Bedrooms 2 Bathrooms	Residential	1,197	
Sub-Total				**3,010**	
5th Floor	5A	2 Bedrooms 2 Bathrooms	Residential	1,138	
	5B	1 Bedroom 1 Bathroom	Residential	675	
	5C	2 Bedrooms 2 Bathrooms	Residential	1,197	
Sub-Total				**3,010**	
6th Floor	6A	2 Bedrooms 2 Bathrooms	Residential	1,138	
	6B	1 Bedroom 1 Bathroom	Residential	675	
	6C	2 Bedrooms 2 Bathrooms	Residential	1,197	
Sub-Total				**3,010**	
7th Floor	7A	1 Bedroom 1 Bathroom	Residential	801	
	7B	3 Bedrooms 3 Bathrooms	Residential	1,546	
	7C	1 Bedroom 1 Bathroom	Residential	735	
Sub-Total				**3,082**	
8th Floor	8A	1 Bedroom 1 Bathroom	Residential	801	
	8B	3 Bedrooms 3 Bathrooms	Residential	1,546	
	8C	1 Bedroom 1 Bathroom	Residential	735	
Sub-Total				**3,082**	
9th Floor	9A	1 Bedroom 1 Bathroom	Residential	801	
	9B	3 Bedrooms 3 Bathrooms	Residential	1,546	
	9C	1 Bedroom 1 Bathroom	Residential	735	
Sub-Total				**3,082**	
10th Floor	10A	1 Bedroom 1 Bathroom	Residential	801	
	10B	3 Bedrooms 3 Bathrooms	Residential	1,546	
	10C	1 Bedroom 1 Bathroom	Residential	735	
Sub-Total				**3,082**	
11th Floor	11A	1 Bedroom 1 Bathroom	Residential	801	
	11B	3 Bedrooms 3 Bathrooms	Residential	1,546	
	11C	1 Bedroom 1 Bathroom	Residential	735	
Sub-Total				**3,082**	
12th Floor	12A	1 Bedroom 1 Bathroom	Residential	801	
	12B	3 Bedrooms 3 Bathrooms	Residential	1,546	
	12C	1 Bedroom 1 Bathroom	Residential	735	
Sub-Total				**3,082**	
13th Floor	13A	2 Bedrooms 2 ½ Bathrooms 1 Terrace	Residential	1,806	336
	13B	2 Bedrooms 2 ½ Bathrooms	Residential	1,301	
Sub-Total				**3,107**	**336**

14th Floor	14A	2 Bedrooms 2 ½ Bathrooms	Residential	1,470	
	14B	2 Bedrooms 2 ½ Bathrooms	Residential	1,301	
Sub-Total				**2,771**	
15th Floor	15A	2 Bedrooms 2 ½ Bathrooms	Residential	1,248	
	15B	2 Bedrooms 2 ½ Bathrooms 1 Terrace	Residential	1,530	336
Sub-Total				**2,778**	**336**
16th Floor	16A	2 Bedrooms 2 ½ Bathrooms	Residential	1,248	
	16B	2 Bedrooms 2 ½ Bathrooms	Residential	1,194	
Sub-Total				**2,442**	
17th Floor	17A	2 Bedrooms 2 ½ Bathrooms	Residential	1,248	
	17B	2 Bedrooms 2 ½ Bathrooms	Residential	1,194	
Sub-Total				**2,442**	
18th Floor	18A	2 Bedrooms 2 ½ Bathrooms	Residential	1,248	
	18B	2 Bedrooms 2 ½ Bathrooms	Residential	1,194	
Sub-Total				**2,442**	
19th Floor	19A	2 Bedrooms 2 ½ Bathrooms	Residential	1,248	
	19B	2 Bedrooms 2 ½ Bathrooms	Residential	1,194	
Sub-Total				**2,442**	
20th Floor	20A	2 Bedrooms 2 ½ Bathrooms	Residential	1,248	
	20B	2 Bedrooms 2 ½ Bathrooms	Residential	1,194	
Sub-Total				**2,442**	
21st Floor	21A	2 Bedrooms 2 ½ Bathrooms	Residential	1,248	
	21B	2 Bedrooms 2 ½ Bathrooms	Residential	1,194	
Sub-Total				**2,442**	
22nd Floor	22A	2 Bedrooms 2 ½ Bathrooms	Residential	1,248	
	22B	2 Bedrooms 2 ½ Bathrooms	Residential	1,194	
Sub-Total				**2,442**	
23rd Floor	23A	2 Bedrooms 2 ½ Bathrooms	Residential	1,248	
	23B	2 Bedrooms 2 ½ Bathrooms	Residential	1,194	
Sub-Total				**2,442**	
24th Floor	PHA	3 Bedrooms 3 Bathrooms 2 Terraces	Residential	2,596	643
Sub-Total				**2,596**	**643**
25th	PHB	3 Bedrooms 3 Bathrooms	Residential	1,953	
Sub-Total				**1,953**	
Total				**65,088**	**1,315**

Prior to construction the property was assessed in Tax Class 4 under the classification system adopted by the State Legislature in its revision of the Real Property Tax Law (Section 305, Article 1802, and Section 581) applicable to the assessment of real property. At the completion of construction and the acceptance by the Attorney General of the condominium plan the commercial condominium units, will be assessed in Tax Class 4 and residential condominium units will be assessed in Tax Class 2.

Tax Rate History

The applicable 2013/14-tax rate is:
Class 1 – 19.191% per $100
Class 2 – 13.145% per $100
Class 4 – 10.323% per $100

The applicable 2014/15-tax rate is:
Class 1 – 19.157% per $100
Class 2 – 12.855% per $100
Class 4 – 10.684% per $100

The applicable 2015/16-tax rate is:
Class 1 – 19.554% per $100
Class 2 – 12.883% per $100
Class 4 – 10.656% per $100

The applicable 2016/17-tax rate is:
Class 1 – 19.991% per $100
Class 2 – 12.892% per $100
Class 4 – 10.574% per $100

The recent history of assessed valuation classified under Tax Class 4 is:

Fiscal Year [Final Assessment]	**2013/14 Class 4 – M1**	**20014/15 Class 4 – M1**
Actual Assessment	495,900	535,500
Transitional Assessment	485,640	500,940
Exemption Assessment	485,640	No Exemption
Tax Class Rate	10.323	10.684
Taxes Payable	0	53,520

Fiscal Year [Final Assessment]	**2015/16 Class 4 – M1**	**2016/17 Class 4 – V1**
Actual Assessment	571,500	428,400
Transitional Assessment	518,940	434,160
Class 4 Rate	10.656	10.574
Taxes Payable	55,298	45,299

Projected Actual Assessment during the construction period: 2017/18 & 2018/19

Fiscal Year [Final Assessment]	**Construction Period 2017/18**	**Construction Period 2018/19**
Actual Assessment	1,750,000	8,750,000
Transitional Assessment	1,750,000	8,750,000
Class 2 Rate	12.892	12.892
Taxes Payable	225,610*	1,128,050*

*The progress assessment can be appealed through NYC Tax Commission.

New York City is an annual assessing jurisdiction. The estimated assessment assume a Tax Class 4 tax rate of 10.574 per $100 of assessment and Tax Class 2 of 12,892 per $100 of assessment. Tax rates are subject to change annually by the City Council.

The Estimated Assessment is calculated assuming the estimated start of construction to be spring 2015 and the estimated completion to be spring 2018. Estimates are that the Certificate of Occupancy will be issued on or about June 2018. Consequently for the next taxable status date, January 5, 2019 the building will be 100% complete. This will be reflected in the 2019/20 Assessment. The Department of Finance can increase the actual assessments of subsequent years without restriction based on property appreciation and/or physical improvement of the property.

It is my judgment that the property will be assessed at the completion of construction as follows:

Projected Real Estate Tax Assessment At Completion:

Retail **Year 1 Complete**	**2019/20**
Actual Assessment (Taxable)	99,840
Class 4 Rate Per $100	10.574
Taxes Payable	10,557

Residential **Year 1 Complete**	**2019/20**
Actual Assessment (Taxable)	9,500,160
Class 2 Rate Per $100	12.892
Taxes Payable	1,224,760

Each unit will be given a separate block and lot designation. Individual tax liability may be calculated by dividing the total tax liability among the units in proportion to the percentage of common interest of the space as indicated in the Offering Plan.

This estimate of the assessed valuation upon completion of the renovation has been prepared for inclusion in the Offering Plan, and I consent to its use for this purpose.

Although the aforesaid estimate of the Actual Assessed Valuation is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, when actually made, may be lesser or greater based on our interpretation of the administrative code and the applicable rules and regulations of the City of New York. Although I believe my opinions are well founded, they are not intended, and should not be construed as warranties as to future assessed valuations of the property under discussion. In no event will this firm, the Sponsor, the Sponsor's counsel or any other person be liable if the assessed valuation, when actually made, is lesser or greater than that predicted above or if the administrative code and the applicable rules and regulations of the City of New York are in the future changed or if the facts as represented, proved to be untrue.

Signed: _____ Date: 1/6/2017

Anthony Como

XXIV. RESERVE FUND

The Condominium budget includes a reserve fund line item to be used for future major capital improvements of the Condominium. The reserve fund line item was based on a reserve fund study conducted by Strategic Inspections, LLC, with offices at 45 West 34th Street, Suite 1001, New York, New York 10001. In view of the fact the Condominium will be newly constructed it is not anticipated that there should be any major capital repairs or replacements during the first five (5) years of operation of the Condominium.

No representation is made that the reserve fund line item will be adequate for future expenses including repairs or replacements of Common Elements during the first five (5) years of the Condominium. If additional funds are required over and above said funds, it may be necessary to increase the Common Charges payable by the Unit Owners, collect a Special Assessment from each Unit Owner or borrow money.

During the period Sponsor is in control of the Board of Managers, the reserve fund will not be used to reduce the estimated Common Charges.

The By-Laws contain a provision that provides for the establishment of a reserve fund. See Article VI, Section 8 of the By-Laws contained in Part II of the Offering Plan.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the reserve fund.

XXV. WORKING CAPITAL FUND

At Closing the Sponsor will collect the equivalent of two (2) months Common Charges from each Purchaser to be paid to the Condominium as initial working capital. While Sponsor is in control of the Board of Managers of the Condominium the working capital funds will not be used to reduce the Common Charges. The working capital fund may be utilized to reimburse Sponsor for prepaid expenses of the Condominium. The only budgetary item that might require a substantial credit to the Sponsor would be the insurance disclosed in Schedule B.

During the period Sponsor is in control of the Board of Managers, the working capital fund will not be used to reduce the estimated Common Charges.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the working capital funds.

XXVI. MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

The Sponsor has engaged the services of Choice NY Property Management, (the "Agent"), located at 254 West 31st Street, 6th Floor, New York, New York 10001, to manage the Condominium. The term of the Management Agreement (the "Agreement") shall be for a period of one (1) year at an annual fee of $36,000 payable on a monthly basis. The Agreement shall automatically renew for successive one (1) year terms. The annual fee for the 2nd year will be $37,440 and for the 3rd year $38,940.

The Agreement shall take effect on a date to be determined by the Sponsor and the Managing Agent and shall continue for a period of one (1) year. The Agreement may be terminated by either party at any time, with or without cause, between thirty (30) and sixty (60) days notice.

Pursuant to the terms of the Agreement, the Agent's services shall include but not be limited to the following:

1. Cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the Building who, in each instance, shall not be the Condominium's and not the Agent's employees, and cause to be discharged all persons unnecessary or undesirable. Notwithstanding, no person shall be hired or discharged without the prior written consent of the Board of Managers.

2. Cause the Building to be maintained in such condition as may be deemed advisable by the Board of Managers, including interior and exterior cleaning, (but excluding the areas that are referenced to in the Offering Plan as the Unit Owner's obligation) and cause repairs and alterations of the Building to be made, including, but not limited to, electrical, plumbing, steamfitting, carpentry, masonry, elevator, decorating, and such other incidental alterations or changes therein as may be proper, subject only to the limitations contained in this agreement. Ordinary repairs, alterations, or supplies involving any expenditure of over Five Thousand Dollars ($5,000.00) for any one item shall be made only with the prior approval of the Board of Managers, but emergency repairs, i.e., those immediately necessary for the preservation or safety of the Building or for the safety of occupants or other persons, or required to avoid the suspension of any necessary service in the Building, may be made by the Agent irrespective of the cost thereof, without the prior approval of the Board of Managers. To the extent reasonably possible Agent shall first consult the Owner in the event of an emergency.

3. Recommend, and with the approval of the Board of Managers, cause, all such acts and things to be done in or about the Building as shall be necessary or desirable to comply with any and all orders or violations affecting the Building, placed thereon by an federal, state, or municipal

authority having jurisdiction thereof, and orders of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body, except that if failure promptly to comply with any such order or violation would or might expose the Board of Managers or the Agent to criminal liability, the Agent may cause such order or violation to be complied with after consulting with the President, Vice President, or Treasurer of the Board of Managers where reasonably practical.

4. Enter into contracts for electricity, gas, steam, air-conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, detective agency protection, vermin extermination and other services or such of them as shall be advisable.

5. Purchase all supplies which shall be necessary to properly maintain and operate the Building, make all such contracts and purchases in either the Board of Manager's or Agent's name as the Agent shall elect.

6. Consult with the Board of Managers with respect to proper insurance coverage of the Building, its employees.

7. Check all bills received for services, work and supplies ordered in connection with maintaining and operating the Building, pay or cause to be paid all such bills, mortgage amortization and interest (if requested by the Board of Managers), water charges, sewer rent, assessments, real estate taxes and corporate franchise and other taxes assessed against the Condominium or the Building as and when the same shall become due and payable.

8. Accept applications and references from all prospective purchasers and tenants, obtain credit reports relating to prospective purchasers and tenants of space being sold or leased by the Condominium and disseminate same to members of the Condominium's Board of Managers.

9. Organize the moving in and out of Unit Owners and tenants, and, as far as possible, arrange the dates thereof so that there will be a minimum of disturbance to the operation of the Building and of inconvenience to other Unit Owners and tenants.

10. Bill, or cause to be billed, and collect Common Charges and other charges and assessments payable to the Condominium by all Unit Owners and licensees and use all commercially reasonable efforts to collect such charges. Cooperate with the Board of Managers efforts to enforce the By-Laws including without limitation, to sue for any charges which may at any time be or become due to the Condominium from any Unit Owner, institute summary proceedings to recover possession thereof and, with the consent of the Condominium's attorneys, employ and pay special counsel,

at the Condominium's cost, if necessary, for any such purposes but no suit or summary proceedings shall be instituted unless the Board of Manager's written authorization thereof is first obtained.

11. Consider and, when reasonable, attend to complaints of Unit Owners. If the Agent shall deem any such complaint unreasonable, it shall advise the Board of Managers of the complaint and the reason for its opinion that the complaint is unreasonable, or for the reason that it cannot attend to the complaint an make appropriate recommendations.

12. Cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to employment of Building employees and maintenance and operation of the Building required by any federal, state or municipal authority.

13. On or about the twentieth (20) day of each month, render or cause to be rendered regular monthly statements to the Board of Managers, with remittance of amounts collected during the previous month less disbursements made on behalf of and for the account of the Condominium and less, also, all such amounts as in the reasonable judgment of Agent it may be necessary or advisable to reserve or without to meet obligations due or which will or may become due thereafter and for which current income will not be adequate.

14. Cause to be set up and kept in good order reports, records and books, (other than books of accountants maintained by the Condominium's accountants) for the Condominium, and maintain orderly files receipted bills and vouchers, and all other documents and papers pertaining to the Building or the operation thereof, consistent with customary records and books kept by Agent for other condominium associations and the same shall be and shall at all times remain the property of the Condominium, and the Agent shall upon request of the Board of Managers make same available to the Condominium, Condominium's accountants, attorneys or other representatives.

15. Cooperate with the Board of Manager's accountants in regard to the annual audit of the books of account of the Board of Managers, including the annual report of the operations of the Condominium for the year then ended.

16. Cooperate with the Condominium's accountants in the preparation and submission annually to the Owner, an operating budget setting forth the anticipated income and expenses of the Condominium for the ensuing fiscal year, a comparison of such budget to the income and expenses of

the preceding and current years and any required explanations with respect thereto.

17. Prepare and send out all letters and reports as the Board of Managers may request.

18. Process applications by Unit Owners of the building for permission from the Board of Managers to alter their Units for a reasonable and customary fee (in accordance with the terms of the Agreement and forward such applications to the appropriate agent or officers of the Board of Mangers or, at the Board of Manager's direction, to the Condominium's engineer or architect; subject to the Board of Manager's consent, retain on behalf of the Condominium an engineer or architect to review plans and specifications; and with the Unit Owner undertaking the alteration, for the use of Building services and equipment if necessary. The Agent shall cause each such Unit Owner to execute and deliver the form of alteration agreement required by Owner.

19. Promptly investigate and notify the Board of Managers of any accident or claim for damage which Agent has actual notice of relating to the ownership, operation, management and maintenance of the Building, including any damage or destruction thereto.

20. Provide the Condominium with a 24-hour-a-day emergency number of Agent's professional management staff to be available to dispatch via phone and email to dispatch the most suitable contractor or services for emergency situations. Agent shall require, and use its reasonable efforts to assure that all parties performing work or providing labor, goods, utilities or services to or at the Building maintain all insurance requirements satisfactory to the Board of Manager's and any mortgagee of the Building or any portion thereof (so long as such mortgagee's requirements have been communicated to Agent) including, but not limited to, Worker's Compensation Insurance, Employer's Liability Insurance and comprehensive general liability insurance against liability for injury to persons and property arising out of all such contractors', subcontractor's suppliers', or other entities' operations, and the use of owned, non-owned or hired automotive equipment in the pursuit of all such operations. Owner waives all rights of recovery against Agent and/or any insurance carrier of Agent for any loss to the extent such loss is insured under any insurance policy covering the Building. The Board of Managers agrees to obtain endorsements from the insurance carrier, expressly providing a waiver of any rights of subrogation. Agent shall require that each contractor engaged to perform any work at the Building maintain insurance coverage in the amounts as provided for in the Agreement. Generally, do all things reasonably customary and desirable for the proper management of the

Building, consistent with proper management of similar Buildings in New York City.

In addition to standard expenses that will be the responsibility of the Condominium in the Agreement if Agent initiates a measure that results in cost savings to the Condominium in the operation of the Building, Agent shall receive as additional compensation of 20% of the cost savings to the Condominium during the first twelve months after such measure is implemented. If the Condominium initiates a measure that results in cost savings, and Agent implements such measure, Agent shall receive as additional compensation of 5% of the cost savings to Condominium during the first twelve (12) months after such measure is implemented. Agent may not receive any additional compensation for any so called cost savings related directly to any tax abatement awarded to the Condominium. Agent may receive a cost savings not to exceed 5% of the amount by which the property taxes were reduced (excluding any abatement and less all filing fees) to the Condominium related to tax reassessments filed in conjunction with a tax certiorari expert.

Agent agrees to indemnify, defend and hold the Condominium harmless its members, managers, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability, claim, demand, loss, out-of-pocket cost, actual damage, expense or cause of action (including without limitation, reasonable attorneys' fees and expenses) to any third person incurred by reason of any gross negligent acts of willful misconduct or fraud by Agent or its respective agents or employees in the performance of its services hereunder. In addition, Agent shall indemnify Condominium for claims brought by Agent's employees or their representatives which are made or brought by Agent's employees or other representatives arising from, or in connection with, such employee's employment with Agent.

The Condominium shall indemnify and save Agent, its directors, officers, employees, agents, representatives, successors and assigns harmless, except in cases of fraud, willful misconduct or gross negligence of the Agent from:

(i) All claims arising out of the Agreement, including those made in connection with the management and, where applicable, the leasing of the Building and from liability for injuries suffered by third parties while at the Building.

(ii) All claims arising from Agent's failure to make any payments to the extent Condominium fails to make funds available as required herein.

(iii) Are made or brought by Condominium's employees or their representatives arising from, or in connection with, such employer's employment with Condominium.

The Condominium will reimburse Agent for court costs and other reasonable expenses, including reasonable attorney's fees, incurred by Agent in defending any action brought against Agent for injury or damage claimed to have been suffered upon the Building, except such claims arising from fraud, willful misconduct or gross negligence of Agent, its employees and agents. Agent shall not be liable for any good faith error of judgment or for any mistake of fact or law, or for action taken on the advice of Agent's counsel and accountants, or for anything which it may do or refrain from doing in good faith and in pursuance of its duties and activities hereunder.

The Managing Agent is not affiliated with the Sponsor and does not have any financial interest in the Property except for its management fees for managing the Condominium. A copy of the full Management Agreement is available upon request at the site.

XXVII. IDENTITY OF PARTIES

Sponsor

The Sponsor is Soho Broome Condos LLC, a New York limited liability company created on March 15, 2014, with a New York address at 136 North 10th Street, 2nd Floor, Brooklyn, New York 11249. The members and principals of the Sponsor are YNC Equity Partners LLC, Murat Agirnasli each with a business address at 149 West 36th Street, 6th Floor, New York, New York 10018 and Erden M. Arkan, Selim Akyuz and Hilmi Ulgur Aydin each with a business address at 136 North 10th Street, 2nd Floor, Brooklyn, New York 11249. Murat Agirnasli is the managing member of YNC Equity Partners LLC and the manager of the Sponsor entity. Mr. Agirnasli is also the President and CEO of Agime Group LLC a company formed to make investments in real estate which has been actively developing high end residential and commercial real estate for over 14 years. Mr. Agirnasli is also the president of Apparel Trading International Inc. which is an off-price wholesaler and liquidator that has been in business for over 30 years. Mr. Agirnasli was a principal of the following condominium that was first offered for sale within the past 5 years: 172 North 10th Street Condominium, 172 North 10th Street, Brooklyn, New York 11211, AG file # CD14-0084. As of the date of this Offering Plan all units in said Condominium have been sold and closed. As of the date the units in said Condominium were sold and closed the Sponsor was current in its obligations to said Condominium. Erden M. Arkan has been involved in multi disciplined heavy construction, building development projects throughout the world. He established Kiska Cons. Corp.-USA in 1987, which is involved in general contracting and construction, management and development projects throughout the metropolitan area. Mr. Arkan was a principal of the following condominium that was first offered for sale within the past 5 years: 172 North 10th Street Condominium. Hilmi Ulgur Aydin is a professional engineer and has over 32 years of multi disciplined experience in heavy construction and building development projects. He has been affiliated with Kiska since 1986 and is currently a Vice-President of said company. Selim Akyuz is a professional engineer and has over 42 years of experience in engineering and project management and

construction for bridge, shafts, tunnels, industrial plants, residential hi-rise and building construction. He has been affiliated with Kiska since 1989 and is currently Vice President of Engineering. He has not been a principal of any condominium, cooperative or homeowners association that was first offered for sale within the past 5 years.

Neither the Sponsor nor any of the members or principals have had any other prior public offerings nor do they own ten (10%) percent or more of any unsold units or shares in any Condominium, Cooperative or Homeowners Association that were first offered for sale within the past five (5) years.

Managing Agent

The Managing Agent is Choice NY Property Management, 254 West 34th Street, 6th Floor, New York, New York. Said company is a multi-disciplined real estate management company offering a broad array of services, including commercial and residential property, asset management, leasing, advisory and project management.

The Managing Agent's experience includes management of the operation of condominium, cooperatives and rental properties in New York City. They currently manage over one hundred and ten (110) properties, comprising approximately fifteen hundred (1,500) residential and commercial units including:

1. 212 N. 9th Street, Brooklyn, New York (33 Units);

2. 42-14 Crescent Street, Long Island City, New York (38 Units);

3. 121 Varick Street, New York, New York (10 Units);

4. 206 Front Street, Brooklyn, New York (32 Units); and

5. 63-36 99th Street, Rego Park, New York (70 Units).

The Managing Agent is not affiliated with the Sponsor and does not have any financial interest in the Property except for its management fees for managing the Condominium.

Selling Agent

The firm Stribling Marketing Associates LLC, 924 Madison Avenue, New York, New York 10021 to be the exclusive Selling Agent. The firm is duly licensed under the laws of the State of New York as a real estate broker. Stribling Marketing Associates is one of the most respected and successful development marketing groups in Manhattan, specializing in consulting, marketing and sales of new developments and conversions. With over twenty-five years of experience, the Stribling Marketing Associates team has represented some of Manhattan's most architecturally significant properties, including The Plaza Private Residences, Philip House at 141 East 88th Street, 252 East 57th

Street, 130 West 12th Street, Devonshire House at 28 East 10th Street, 210 West 77th Street, 221 West 77th Street, 360 Central Park West, 151 East 78th Street, The Shephard at 275 West 10th Street, 508 West 24th Street, One Vandam, 211 Elizabeth Street and numerous projects in Brooklyn.

Attorneys

Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, East Meadow, New York 11554, counsel of the Sponsor, have been selected by the Sponsor to initially represent the Condominium in connection with all legal matters incident to the operation and management of the Condominium. No legal fee will be charged for such representation except for work actually performed after the formation of the Condominium. The Condominium can, at any time, choose to select different attorneys to represent it.

All legal matters in connection with the establishment of the Condominium, the tax opinion of counsel contained herein and the preparation of this Offering Plan have been passed upon for the Sponsor by Certilman Balin Adler & Hyman, LLP. The individual partner in said firm responsible for said work is Richard Herzbach, Esq.

Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, East Meadow, New York 11554 will represent the Sponsor in connection with the individual Unit Closings and will also act as the Escrow Agent as described in Section XII of the Offering Plan.

Neither firm has any financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for its fee for services rendered in connection with the Condominium.

Architect

The architectural firm which prepared the report in Part II and which executed the Certification in Part II is Builtd, with offices located at 18 East 41st Street, New York, New York 10017. Said firm has no financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for its fee for services rendered in connection with the Condominium. The architectural firm has had prior experience in the preparation of plans and specifications for other condominiums in the Metropolitan area.

XXVIII. REPORTS TO RESIDENTIAL UNIT OWNERS

It is the obligation of the Board of Managers of the Condominium to give all Unit Owners annually:

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall

be certified while the Sponsor retains a majority of the Members of the Board of Managers and such statement shall be provided no later than four (4) months after the close of the fiscal year;

(ii) prior notice of the annual Residential Unit Owners' meeting; and

(iii) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

XXIX. DOCUMENTS ON FILE

Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all Schedules submitted to the Department of Law in connection with the filing of the Plan, on file and available for inspection without charge and copying at a reasonable charge at Sponsor's office for six years from the date of first Closing. The Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of the Closing of the first Unit.

XXX. GENERAL

Pending Litigation

The following litigation involving the Sponsor and the proposed Condominium are currently pending:

(a) An Article 78 proceeding has been commenced against the New York City Department of Buildings (the "DOB"), the New York City Board of Standards and Appeals (the "BSA") and the Sponsor. The Article 78 is captioned **111 Varick, LLC v. New York City Department of Buildings, SoHo Broome Condos, et al., Index No. 153951** (Justice Sherwood)

The Article 78 Proceeding was initially filed solely against the DOB and the BSA. Through an amended petition Varick (the "Petitioner") added the Sponsor as a necessary party. In addition the amended petition added certain private claims. The Court struck the private claims as being improper in an Article 78 Proceeding.

The Article 78 proceeding seeks to challenge a February 25, 2016 determination by the DOB that found that the area fronting the subject building is a "wide street" under the New York City Zoning Resolution (the "Zoning Resolution"). The "Wide Street Determination" was posted to the DOB's website on July 20, 2016. As a consequence of being on a "wide street," as defined in the Zoning Resolution, the building could extend to 290 feet in height.

In February of 2017, Petitioner began a campaign to overturn the Wide Street Determination with a series of letters to the DOB. On March 27, 2017, the DOB advised Petitioner that its challenges were untimely in that Petitioner had 45 days from the posting of the Wide Street Determination to the DOB website to timely challenge the zoning approval whereas the letter to DOB challenging the determination was some 80 days later. The letter from DOB further stated that notwithstanding the fact that the Petitioner was time barred from challenging the determination the Department had also taken another look at their determination, and was of the opinion that the "wide street" determination by DOB was proper.

Petitioner asserts in its petition that it is challenging the March 27th letter from the DOB, not the Wide Street Determination. Petitioner also seeks an order compelling the DOB to turn the March 27th letter into something that can be appealed.

The Sponsor have moved to dismiss the Petition on the grounds that, *inter alia*, the Petition is otherwise untimely, the March 27th letter is not appealable through an Article 78 Proceeding, and there is no clear legal right for Petitioner to turn the March 27th letter into a challengeable determination.

The DOB and the BSA jointly filed a motion to dismiss the Petition on the grounds that Petitioner failed to exhaust its administrative remedies in that the Petitioner failed to challenge the relevant DOB zoning determinations within the proper time. As a result the BSA did not review the DOB determinations. Petitioner's reply papers are due and the matter is ongoing.

The city agencies through the Corporation Counsel and the Sponsor are vigorously defending the Article 78 proceeding. Although Sponsor cannot make any guarantees, it is confident that the Article 78 will be dismissed based on the reasons disclosed above.

Purchasers should further note that there has not been any disruption in construction activity, the building permit issued by DOB is current and the Sponsor is actively constructing the Building.

(b) Sponsor commenced a Complaint against 111 Varick, LLC captioned **SoHo Broome Condos LLC v. 111 Varick, LLC and 111 Varick Arlington Owner LLC, Index No. 651813/2017** (Justice Sherwood)

The Complaint alleges that Varick's challenges of the Wide Street Determination referred to in a. above were illegal under a Zoning Lot Development Agreement, which prohibits both parties from opposing applications of the other to the DOB, BSA or any other City agency, with the exception of applications for a "discretionary variance or special permit." Sponsor is seeking a permanent injunction enjoining and restraining Varick from opposing any future applications to government agencies and an order mandating that Varick withdraw all letters submitted to the DOB in opposition to the

Wide Street Determination. Sponsor is also seeking, *inter alia*: (i) a declaration that opposing the Wide Street Determination is a violation of the Zoning Lot Development Agreement and that Sponsor's consent to the addition of Varick's property into the Zoning Lot is null and void due to a failure of consideration and (ii) damages for breach of contract and the implied covenant of good faith and fair dealing. Varick filed a motion to dismiss, which is now fully briefed. Oral argument is scheduled for November 14, 2017.

(c) Varick has commenced an action against the Sposor captioned **111 varick, LLC v. SoHo Broome Condos LLC, Index No. 654943/2017** (Justice Sherwood).

The action asserts claims for equitable relief and damages against the Sponsor for allegedly obtaining the Wide Street Determination through a lobbying campaign which somehow precluded Varick from exercising its contractual right to be heard by the DOB and for making misleading representations to Varick about the height of SoHo's planned building, which allegedly caused Varick to develop its own building based on unknowingly wrong assumptions. Varick is seeking monetary damages in redesign costs, monetary damages in lost profits from reduced property values, and an order directing the Sponsor to withdraw its zoning applications and disclaim the Wide Street Determination. Sponsor believes that the claims asserted by Varick in this action are baseless. Sponsor is in the process of preparing a motion to dismiss the action as well as to consolidate with the action disclosed in (b) above.

Prior Offerings

This property has not been the subject of any prior public offerings. No contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Residential Units being offered for sale in the Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Units, prior to submission of the Plan to the Department of Law. The property forming the Condominium is vacant land and therefore, there are no residential or non-residential tenants occupying the premises.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor represents that it will not discriminate against any person because of his or her race, creed, sex, sexual orientation, color, disability, marital status, national origin or ancestry in the sale of the Residential Units under this Plan.

Amendment of Plan

The Plan may be amended at any time and from time to time provided that, if the amendment is a material and substantial modification of the Plan which adversely affects Purchasers, then anyone who has theretofore executed a Purchase Agreement shall be given not less than thirty (30) days after a copy of the duly filed amendment is

mailed or otherwise delivered to them by written notice to the Sponsor to cancel the Purchase Agreement and to obtain a refund, in full, of the Deposit made therewith with interest, if any. No person has been authorized to make any representation which is not expressly contained herein. This Plan may not be changed or modified orally.

XXXI. SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION

Sponsor adopts the Description of Property set forth in Part II of the Plan. Sponsor has no knowledge of any material defects or need for major repairs except as set forth in the Description of Property Report set forth in Part II of the Plan. Purchasers should be aware that they may be living in an active construction site after they close on their Unit. During this period of construction there may be dirt and debris and construction material on site, construction vehicular traffic, construction noises, unfinished areas of the Development and other inconveniences which are normal in a community undergoing construction. It is anticipated that construction of the Condominium will be complete by September of 2019 subject to circumstances beyond Sponsor's control such as weather conditions, labor strikes, material shortages, acts of God and sales conditions.

SOHO BROOME CONDOS LLC
Sponsor

Date of Offering Plan: , 2017
East Meadow, New York

OFFERING STATEMENT
570 BROOME CONDOMINIUM

570 Broome Street, New York, New York 10013

PART II

RESIDENTIAL UNIT PURCHASE AGREEMENT

Residential Unit No. _____ **Date** _____

Storage Space No. _____

Anticipated Closing Date: _____

Seller: SOHO BROOME CONDOS LLC

Address: 136 North 10th Street, Brooklyn New York 11249

Purchaser(s): _____
Home Address: _____

Residential Telephone Number: _____
Business Telephone Number(s): _____
Email Address: _____
Social Security Number(s): _____

Purchaser's Attorney: _____
Attorney's Contact Information: _____
_____
Phone:_____Fax: _____
Email:_____

Seller and Purchaser agree as follows:

1) **PURCHASE PRICE:**

Residential Unit	$_____
Storage Space License	$_____
TOTAL	**$_____**

PAYABLE AS FOLLOWS:

On the signing of this Purchase Agreement, __% of the Purchase Price ("Deposit")	$_____
Purchaser's certified or bank cashier's check (drawn on a New York Bank) payable directly to the order of Seller or Seller 's designee on the Closing of Title	$_____
TOTAL	**$_____**

SCHEDULE D

Any payment made by check is accepted subject to collection. If any check tendered is not honored, Purchaser shall deliver a certified check or bank cashier's check to Seller to replace the dishonored check within seventy-two (72) hours after demand for replacement therefore.

Notwithstanding the foregoing, if for any reason whatsoever the check given by Purchaser as the Deposit hereunder is dishonored, Seller shall have the right to cancel this Purchase Agreement. Seller's election to cancel shall not be deemed a waiver by Seller of its right to pursue other remedies.

THE PAYMENT DUE AT CLOSING IN ACCORDANCE WITH THIS PURCHASE AGREEMENT ON ACCOUNT OF THE PURCHASE PRICE MUST BE MADE AT SELLER'S OPTION BY WIRE, PURCHASER'S CERTIFIED CHECK OR OFFICIAL BANK TELLER'S CHECK DRAWN ON A NEW YORK CLEARINGHOUSE BANK PAYABLE DIRECTLY TO SELLER OR SELLER'S DESIGNEE. IF PAYMENT SHALL BE MADE TO SELLER'S DESIGNEE, SELLER SHALL GIVE PURCHASER PRIOR INSTRUCTIONS. UNCERTIFIED CHECKS OF FUNDING COMPANIES, ATTORNEY ESCROW CHECKS AND CHECKS PAYABLE TO PURCHASER OR ANOTHER PARTY AND ENDORSED TO SELLER WILL NOT BE ACCEPTED AND TENDER OF SAME WILL NOT CONSTITUTE COMPLIANCE BY PURCHASER OF PURCHASER'S OBLIGATIONS HEREUNDER.

2) **DESCRIPTION OF UNIT** - Seller agrees, at its own cost and expense, to erect and complete, and Purchaser shall purchase from Seller, the condominium unit(s) known as Residential Unit No. _____ ("Residential Unit"), together with a _____ Percentage of Common Interest in the Common Elements of the condominium ("Common Elements") known as 570 Broome Condominium ("Condominium"), located at 570 Broome Street, New York, New York 10013, and as described in the Declaration of Condominium recorded or to be recorded in the Office of the Register of the City of New York, New York County, built or to be built by Seller on property comprising the Condominium Map ("Property") filed or to be filed in the Office of the City Register of the City of New York, New York County. The Residential Unit shall hereinafter be referred to as the "Unit". The Unit shall be constructed in accordance with the requirements as to materials and workmanship of the Building Department of the City of New York, which, when completed, will be in substantial accordance with the plans as filed or to be filed with the Building Department of the City of New York.

Purchaser is also purchasing Storage Space # _____ at an additional cost of $_____, for Purchaser's exclusive use pursuant to the License Agreement attached to this Purchase Agreement as Schedule D-5.

The Unit may vary from any models displayed to Purchaser, and Purchaser shall not rely on any model depiction of the units in the Condominium. All dimensions are approximate and may vary from the floor plans of the Condominium.

The Unit shall not include any of the following if displayed in any unit or model unit: decorative fixtures, furniture, furnishings, paint, wallpaper, carpeting, shelves, wall and window treatments, built-ins, burglar alarm systems, site lighting, central vacuum

systems, highhat lighting, additional fixtures and switches added for decorative purposes and other optional fixtures or features exhibited in any model units and/or any sales office excepting those specifically set forth as may be attached to this Purchase Agreement, or included herein.

3) **OFFERING PLAN** - Seller has exhibited and delivered to Purchaser, and Purchaser acknowledges having received, read and understood the Offering Plan for condominium ownership of the Property and all amendments thereto filed to date, all of which are incorporated by reference and made a part of this Purchase Agreement, with the same force and effect as if fully set forth herein. Purchaser agrees to be bound by the Offering Plan, including all amendments thereto now or hereafter filed by Seller (collectively, the "Plan"). Seller may freely amend the Plan in any respect from time to time, without Purchaser's approval or consent. Purchaser acknowledges having received and read the Plan at least three (3) business days prior to signing this Purchase Agreement and having had full opportunity to examine all papers and documents and investigate all matters set forth in the Plan. Any defined term set forth in this Purchase Agreement which is not specifically defined herein shall have the meaning ascribed to them in the Plan.

Purchaser shall deliver all documents to Seller and perform all acts required by Seller to carry out the provisions of the Plan, establish the Condominium and conform to all applicable laws and regulations. This Paragraph shall survive Closing and delivery of the deed.

4) **MORTGAGE FINANCING** - This Purchase Agreement is not conditioned upon Purchaser obtaining mortgage financing. In the event Purchaser is unable to obtain a mortgage, this Purchase Agreement shall remain in full force and effect and Purchaser shall have an ongoing obligation to consummate the transaction. If Purchaser does not consummate this transaction and close title to the Unit as a result of Purchaser's inability to obtain a mortgage, Purchaser will be in default under this Purchase Agreement and Seller may retain all monies as provided for in Paragraph 20 herein.

5) **CLOSING -** The act of transferring ownership of the Unit in return for payment in full of the Purchase Price and all other sums due from Purchaser under this Purchase Agreement is known as the "Closing". The Anticipated Closing Date indicated on the first page of this Purchase Agreement is an approximate date and Seller cannot make any guarantees that such date will be the actual Closing Date. Seller shall have the right to adjourn or advance such Closing Date as provided herein. The Closing shall take place at such time and place and on such date as Seller shall designate by prior written notice ("Notice for Closing") delivered in accordance with Paragraph 28 herein, which shall be given no less than thirty (30) days before the date set for Closing. Purchaser may waive the thirty (30) day notice period by execution and delivery of a waiver in the form set forth as Schedule D-3 annexed hereto and made a part hereof.

Should Seller be unable to convey title to Purchaser in accordance with the Notice for Closing, Seller shall have the right, from time to time, to adjourn the date and time for Closing on written notice to Purchaser. In such event, Seller shall, by a new

Notice for Closing, fix a new date and time for Closing, which shall be no less than ten (10) days before the new scheduled date and time for Closing.

If the Closing takes place, at the request of Purchaser, at any location other than the office of Seller's attorney, Purchaser shall pay to Seller's attorney a travel fee in the sum of $500.00. The Closing may not take place in any location other than the office of Seller's attorney without Seller's prior written consent.

In the event the Closing is adjourned, with or without Seller's consent, at the request of Purchaser, Purchaser's attorney, Purchaser's lender or attorney for Purchaser's lender, if any, within forty-eight (48) hours of the scheduled time of Closing, Purchaser shall pay Seller's attorney an adjournment fee in the sum of $500.00.

If Purchaser is not in default under this Purchase Agreement and the Closing has not taken place within twelve (12) months after the Anticipated Closing Date set forth on the first page of this Purchase Agreement, either Seller or Purchaser may cancel this Purchase Agreement by forwarding written notice of cancellation ("Notice of Cancellation") to the other no later than ten (10) days after expiration of such twelve (12) month period. Failure to so notify Seller shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of this Purchase Agreement. Upon receipt of the Notice of Cancellation, Seller shall refund to Purchaser, subject to the escrow provisions as disclosed in Section XII of the Plan and Paragraph 27 of this Purchase Agreement, all Deposits. Thereafter, neither party shall have any further liability or obligation to the other in connection with this Purchase Agreement. In the event Seller shall be unable to convey title to the Unit within twenty-four (24) months of the proposed date of delivery through no fault of Purchaser, this Purchase Agreement shall be deemed null and void and Seller shall return all monies being held in escrow within thirty (30) days thereafter.

6) **CLOSING COSTS** - In addition to all other sums payable or reimbursable elsewhere under this Purchase Agreement, at Closing Purchaser shall pay, or reimburse to Seller if Seller has already made payment, or pay to any lender, all applicable charges for:

(a) any lender's charges for inspections, appraisals, title examination and policy insuring the lender's interest, lender's attorneys' fees for preparation of all loan documents, all commitment fees, points, origination fees and other fees and charges (however characterized) imposed or exacted by the lender or incurred by Seller or Purchaser in connection with Purchaser's mortgage loan;
(b) any mortgage recording taxes on Purchaser's mortgage;
(c) governmental charges which may be assessed on account of any mortgage loan;
(d) mortgage insurance, if required, on Purchaser's mortgage;
(e) New York State real estate transfer tax on the deed;
(f) New York City real estate transfer tax on the deed;
(g) Mansion Tax pursuant to Section 1402-a of the Tax Law of the State of New York, if applicable;

(h) all recording and filing charges payable on account of the transfer of title and the recording of all documents in connection with this transaction, including, without limitation, any mortgage, the deed, any power of attorney, affidavits required pursuant to Section 339-ee of the New York State Real Property Law and any mortgage releases, terminations and UCC-3s;

(i) a sum equal to the partial mortgage tax credit to which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller;

(j) an initial non-reimbursable capital contribution equal to the equivalent of two (2) months Common Charges to the Condominium;

(k) any other municipal and/or utility company fees applicable to the Unit;

(l) $2,000.00 to Seller's attorney for the preparation of the closing documents; and

(m) $250.00 to Seller's attorney for the preparation of the New York City "ACRIS" transfer documents.

Seller shall also be entitled to any other costs referenced in Section XVI of the Plan if not specifically contained herein.

Purchaser shall also apportion with Seller as of the end of the day prior to Closing, and pay to Seller at Closing, the apportioned amount due for taxes, Condominium Common Charges, 1 month advanced additional Common Charge, sewer use (if applicable), water use, fuel oil, electricity, gas and any other utility costs. Purchaser shall also pay the Deposits required by Purchaser's lender to establish the estimated or escrow fund for future payments of taxes, Condominium Common Charges, sewer use and insurance premiums (if applicable). In the event the title company, with Seller's prior written consent, prepares the ACRIS, Purchaser shall pay the applicable fee of the title company. If through no fault of Seller, Purchaser fails for any reason to close title on the date originally scheduled in the Notice for Closing, or such later date (if applicable) to which Seller in a subsequent Notice for Closing adjourned the Closing, all of the aforementioned apportionments shall be made as of the end of the day preceding (i) the date originally scheduled for Closing or (ii) Seller's adjourned Closing Date, as the case may be.

Purchaser shall pay to Seller at or prior to the date of the actual adjourned Closing, an amount equal to .0438% per diem (which equals an annual rate of 16%) of the Purchase Price for each day beyond such originally scheduled or Seller adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Seller's carrying costs and other charges, which amount Purchaser acknowledges to be reasonable and proper.

Any errors or omissions in computing apportionments or any other sums payable under this Paragraph which are communicated to the other party within six (6) months after Closing shall be corrected and payment made to the proper party promptly after such communication. This Paragraph shall survive Closing and delivery of the deed.

7) **SEVERANCE OF MORTGAGE** - Purchaser shall use its best efforts to direct Purchaser's lender (i) to accept an assignment of the existing mortgage(s) encumbering the Property, as severed, to encumber only the Unit and its appurtenant percentage of Common Interest in the Common Elements, and (ii) to cooperate with Seller and Seller's existing lender as necessary to effectuate such assignment. At Closing, Purchaser shall execute the affidavits required pursuant to Section 255 of the Tax Law of the State of New York. It is agreed and understood that Seller shall receive, as a credit from Purchaser at Closing, a sum equal to the full mortgage tax credit which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller on the amount of Purchaser's mortgage. The foregoing credit shall be paid by Purchaser regardless of whether Purchaser's lender accepts the assignment of Seller's existing mortgage, as severed.

8) **MORTGAGE(S)** - All terms and provisions of this Purchase Agreement and all payments made hereunder are and shall be subject and subordinate to the lien of any acquisition, improvement, interim or building loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon, to the full extent thereof without the execution of any further documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments. Seller shall satisfy all such mortgages or obtain a release of the Unit and its appurtenant percentage of Common Interest in the Common Elements from the liens of such mortgage(s) at or prior to Closing, unless Purchaser shall be required to take title subject to the existing mortgage(s), as severed and converted to Purchaser's individual mortgage encumbering the Unit.

9) **DEED AND ENCUMBRANCES UPON OWNERSHIP** - The deed to be given by Seller to Purchaser at Closing shall be a Bargain and Sale Deed with Covenants against Grantor's Acts, but subject, nevertheless, to the matters set forth in sub-paragraphs (a) through (f) below and any additional exceptions set forth in Section XV of the Plan, as it may be amended, which need not be recited in the deed given at Closing, but shall survive Closing, and Seller's covenant in the deed against encumbrances shall be deemed modified accordingly. The deed shall be duly executed and acknowledged by Seller in proper statutory form for recording (except for payment of the New York State transfer tax and the New York City transfer tax which is the obligation of Purchaser) so as to convey to Purchaser fee simple title to the Unit, free and clear of all liens and encumbrances, except as herein stated. The deed shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law of the State of New York. Purchaser shall accept such title to the Unit subject to the liens, encumbrances and other matters set forth in this Purchase Agreement, as First Nationwide Title Agency, LLC (220 East 42nd Street, Suite 3105, New York, New York 10017), as agent for a title underwriter authorized to do business in the State of New York, is willing to approve and insure without additional premium. Purchaser may obtain title insurance from any other title insurance company or abstract company, or Purchaser may decline to obtain any title insurance at all.

Purchaser shall be responsible for payment to the title insurance company or abstract company of the entire premium for Purchaser's title insurance, and shall pay the applicable New York State transfer tax and New York City transfer tax and mansion tax, if applicable. Purchaser shall also be responsible for payment to the title company or abstract company of the entire cost of the premium of Purchaser's lender, if any, and all title charges relating to Purchaser's mortgage loan, if any.

The sale and transfer of ownership of the Unit to Purchaser shall, even though not stated in the deed, be subject to:

(a) Ordinances, rules, regulations, requirements and approvals of applicable governmental authorities, provided not violated by the Unit to be constructed.

(b) Rights for installation, use and/or maintenance of easements and rights of way for utilities, sewer, cable television, drainage, scenic purposes, screening and planting which have already been granted or may be granted after this Purchase Agreement is signed or after Closing, provided they do not prevent use of the Unit or the Common Elements for their intended purposes.

(c) Declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Unit or the Common Elements for their intended purposes.

(d) Unpaid taxes and liens, provided the title insurance company shall insure against collection of same out of the Unit.

(e) The filed Condominium Map and all matters reflected thereon.

(f) The Declaration and By-Laws of the Condominium and any amendments or supplements thereto.

Purchaser shall deliver to Seller's attorney within thirty (30) days of Purchaser's attorney's receipt of a fully executed Purchase Agreement, a written notice setting forth each objection to title, if any (other than those specifically set forth herein subject to which the Unit is being sold), and a copy of Purchaser's title report. Seller shall have the right to a reasonable adjournment of Closing, not to exceed sixty (60) days, for the purpose of curing any title defect; however, no such action taken by Seller shall be deemed an admission by Seller that such defect is one that would entitle Purchaser to cancel this Purchase Agreement.

10) **PERSONAL PROPERTY INCLUDED IN SALE** - All articles of personal property, fixtures and equipment for the Unit which are included in this sale will be delivered free and clear of all liens and encumbrances, except as stated in Paragraph 9 herein, if applicable.

11) **POWER OF ATTORNEY -** At Closing, Purchaser shall execute, acknowledge and deliver to Seller in recordable form, a power of attorney in the form set forth as Schedule E to the Plan ("Power of Attorney"), in favor of the Board of Managers of the Condominium relative to leasing and purchasing of units in the Condominium under certain circumstances and to foreclose upon units in the Condominium for which the payment of Common Charges is delinquent, and in favor of Seller relative to amending the Condominium documents to the extent provided for in the Plan. Purchaser further agrees to execute and pay for any recording fees in the event the form required to be used for a Power of Attorney is revised subsequent to the date of the Closing. This Paragraph shall survive Closing and delivery of the deed.

12) **ENCUMBRANCES/LIENS EXISTING AT CLOSING** - The existence of anything affecting the sale at Closing, including unpaid taxes or liens of any kind, shall not constitute an objection to title provided First Nationwide Title Agency, LLC or another title or abstract company licensed to do business in the State of New York selected by Purchaser, is willing to insure Purchaser's title clear of the matter or is willing to insure against enforcement or collection out of the Unit upon Seller's doing whatever acts as may be reasonably required by said company and/or the depositing of money not to exceed the net Purchase Price due Seller after payment of Seller's closing expenses and mortgage release amount. The parties agree that Seller may pay and discharge any liens and encumbrances upon the Unit, not provided for in this Purchase Agreement, out of the monies to be paid by Purchaser at the time of Closing.

13) **NO INSPECTIONS DURING CONSTRUCTION** - Purchaser acknowledges that unsupervised visits to the Property present a dangerous circumstance and could incur liability to Seller. **Unless specifically agreed to by Seller in writing, Purchaser shall not visit the Unit or any other portion of the Property, and shall only have the right to visit the sales office. Any unauthorized visits to the Property by Purchaser are subject to a charge by Seller of $500.00 per visit, which Purchaser agrees to pay to Seller within ten (10) days of Seller's demand thereof.** Purchaser hereby releases and indemnifies, defends and holds Seller harmless from and against any and all claims and liabilities incurred by Seller resulting from the presence of Purchaser or Purchaser's family members, agents, licensees or invitees on the Property prior to Closing. Purchaser further agrees to execute the Express Assumption of Risk Form, in the form set forth as Schedule D-4 annexed hereto and made a part hereof.

14) **PURCHASERS' INTERFERENCE** - Purchaser acknowledges that it may not interfere with Seller's ability to construct the Unit or other unit(s) or facilities, including interference with work performed on the Property by Seller's staff, contractors and/or sub-contractors in connection with the construction of the Unit or any other Units, attempts to hire any of Seller's staff, contractors or sub-contractors, and/or attempts to bring contractors, materialman, sub-contractors or workers onto the Property for work to the Unit prior to Closing, unless otherwise agreed to in writing by Seller.

15) **POSSESSION OF THE UNIT PRIOR TO CLOSING** - Neither Purchaser nor anyone acting on Purchaser's behalf may enter or take possession of all or any part of

the Unit nor have any work performed or materials supplied or installed at the Unit prior to Closing without the prior written consent of Seller.

Seller will not accept any liability whatsoever for any property belonging to Purchaser, their agents, employees, licensees, invitees, family, or belonging to any party other than Seller which is placed on the Property and/or in the Unit prior to Closing. No act of Seller, whatever its nature, shall constitute a waiver of this Paragraph.

16) **CHANGES BY SELLER** - In improving the Unit and performing any other work on the Property, Seller reserves the right to: (a) make changes or substitutions of materials or construction from those shown in the model or building plans, provided any such changes or substitutions are of substantially similar or better quality; (b) determine the exterior color and design of the Building; (c) change the location and type of units to be constructed in the Condominium; (d) change appliances as long as they are equal to or better than originally offered; and (e) make any other changes required by the City of New York or any other municipal or governmental agency having jurisdiction over the Property.

17) **COMPLETION OF CONSTRUCTION; PURCHASER'S INSPECTION** - Purchaser shall accept title (without abatement or credit against the Purchase Price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit or the Building, or (b) other unit(s) in the Condominium, or (c) any landscaped areas of the Property, or (d) other portions of the Common Elements have not been completed. Purchaser will inspect the Unit with a representative of Seller during normal business hours approximately three (3) days prior to Closing and will sign and deliver to Seller on or before Closing, a Pre-Title Inspection Statement supplied by Seller, acknowledging the condition of the Unit. Purchaser agrees to accept the Pre-Title Inspection Statement wherein Seller shall agree to complete all unfinished items within six (6) months from the date of Closing, weather and other circumstances permitting. Any such incomplete items shall not constitute an objection to Closing. Purchaser shall allow Seller, its agents, servants and/or employees the right to enter the Unit and shall provide reasonable access thereto subsequent to Closing to complete any incomplete items. In the event Seller is required to make any repair or complete any item of work to be performed by Seller after Closing, the limit of Seller's liability shall be to make said repair and/or to complete such item. This Paragraph shall survive Closing and delivery of the deed.

18) **CERTIFICATE OF OCCUPANCY** - At Closing, Seller shall deliver to Purchaser a temporary or final Certificate of Occupancy for the Unit (or the Building) and, if available, a New York Board of Fire Underwriter's Certificate or equivalent for the Unit. Purchaser represents and agrees that Purchaser will not do anything within their Unit to prevent the extension or renewal of a temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy. Purchaser further acknowledges that Seller will have no liability nor responsibility to Purchaser or to make improvements to the Unit in the event Purchaser has made changes to the Unit that prevents the extension or renewal of a

temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Department of Buildings of the City of New York. Purchaser shall reimburse Seller, within ten (10) days following Seller's demand therefore, for any and all costs incurred by Seller with respect to Purchaser's changes to the Unit that prevent the extension or renewal of a temporary Certificate of Occupancy or the issuance of a final Certificate of Occupancy by the Department of Buildings of the City of New York. This Paragraph shall survive Closing and delivery of the deed.

19) **UNIT PART OF DEVELOPMENT** - Purchaser acknowledges that they may be living in an active construction site after Closing on the Unit. During the period of construction, there may be dirt and debris and construction material on the Property, construction vehicular traffic, construction noises, unfinished areas of the Condominium and other inconveniences which are normal in a community undergoing construction. Purchaser further acknowledges that other units and infrastructure are presently being constructed at the Property and that Seller anticipates that such construction shall continue until the Condominium is completed in accordance with the Plan. Accordingly, Purchaser agrees that such continuing construction shall not be deemed a nuisance nor an interference with Purchaser's quiet enjoyment of the Unit after Closing. This Paragraph shall survive Closing and the delivery of the deed.

20) **PURCHASER'S DEFAULT** - If Purchaser fails to appear and close title in accordance with this Purchase Agreement on the date and at the time and place stated in the Notice for Closing, or if Purchaser fails to observe or perform any other obligation on the part of Purchaser to be observed or performed under this Purchase Agreement, Seller may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Upon Purchaser's failure to cure such default within such thirty (30) day period, this Purchase Agreement shall, at Seller's option, be deemed canceled and Seller shall have the right to retain, as and for liquidated damages, all sums paid by Purchaser to Seller on account of the Purchase Price.

Prior to such funds being released to Seller, Escrow Agent shall send a notice to Purchaser of Escrow Agent's intent to release the funds being held in escrow on behalf of Purchaser pursuant to the escrow regulations as set forth in Section XII of the Plan and Paragraph 27 of this Purchase Agreement.

TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SUCH THIRTY (30) DAY PERIOD.

Upon cancellation of this Purchase Agreement for Purchaser's failure to timely cure any default, Seller shall be released and discharged of any and all further liability and obligations to Purchaser under this Purchase Agreement. Thereafter, the Unit may be sold or disposed of as though this Purchase Agreement had never existed and without any accounting to Purchaser for the proceeds of any subsequent sale. The foregoing remedy shall be in addition to any and all other remedies available to Seller under this Purchase Agreement, at law or in equity for any default by Purchaser under this Purchase Agreement.

21) **SELLER'S RIGHT TO CANCEL** - Seller may cancel this Purchase Agreement by forwarding a full refund of the Deposit to Purchaser, together with written notice of cancellation, in the event of the occurrence of any of the following:

(a) any governmental authority imposes a ban on the construction or completion of the Building and/or the Unit or imposes restrictions on the manufacture, sale, distribution and/or use of materials from Seller's regular suppliers or from using same in the construction and/or completion of the Unit and/or the Building; or

(b) Seller is unable to obtain materials from its usual sources due to labor troubles, lockouts, war, military operations and requirements, civil unrest, act of God, force majeure or national emergencies; or

(c) the installation of public utilities is restricted or curtailed; or

(d) zoning and/or building restrictions and/or regulations, imposed by any governmental body having jurisdiction over the construction of residential housing and appurtenances and/or the Commercial Unit of the Condominium, either presently in effect or as enacted or promulgated in the future, which create or impose requirements upon Seller which are not presently contemplated; or

(e) the Plan is abandoned, withdrawn or not consummated for any reason.

Upon such cancellation and refund, this Purchase Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Purchase Agreement and the Plan.

22) **INABILITY OF SELLER TO TRANSFER OWNERSHIP** - Except for Seller's willful default, if Seller is unable to transfer ownership of the Unit in accordance with this Purchase Agreement, Seller shall only be liable to Purchaser for the return to Purchaser of the Deposit. Thereafter, this Purchase Agreement shall be deemed canceled and neither party shall have any further liability to the other in connection with this Purchase Agreement or transaction. Seller shall not be required to commence any action or proceeding or incur any expense in order to remove the condition which prevents Seller from transferring ownership of the Unit in accordance with this Purchase Agreement.

23) **PROHIBITION AGAINST ASSIGNMENT OR RECORDING OF PURCHASE AGREEMENT**- Neither this Purchase Agreement nor Purchaser's interest hereunder may be assigned by Purchaser without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. In addition, neither shall this Purchase Agreement nor any memorandum thereof be recorded in the Office of the Register of the City of New York, by Purchaser or on behalf of Purchaser. Should Purchaser violate the provisions of the foregoing sentence, this Purchase Agreement, at Seller's option, shall become null and void, whereupon all rights of Purchaser shall

cease and terminate and Seller shall have the right to retain, as liquidated damages, the Deposit, pursuant to the default provisions of Paragraph 20 of this Purchase Agreement. Seller shall have the right to assign this Purchase Agreement to a successor and/or designee of Seller.

24) **PROHIBITION AGAINST SIGNS ON THE UNIT** - Purchaser shall not place any sign on or in the Unit or Property until Seller has closed title to all of the Units in the Condominium. This Paragraph shall survive Closing and delivery of the deed.

25) **PROHIBITION AGAINST ADVERTISING OF THE UNIT FOR SALE** - From and after the date hereof through Closing, Purchaser shall not place an advertisement for the sale of the Unit in any newspaper or other publication or media, or list the Unit with any real estate broker. Such action shall constitute a material breach of this Purchase Agreement entitling Seller to retain all monies paid on account of this Purchase Agreement as liquidated damages pursuant to the provisions of Paragraph 20 of this Purchase Agreement.

26) **NO BROKER CONSULTED BY PURCHASER** – Purchaser represents that no broker other than Seller's broker, Stribling Marketing Associates LLC ("Broker"), or their co-broker ("Co-Broker") pursuant to a standard co-brokerage agreement, brought about this sale, and Purchaser agrees to indemnify Seller against any and all claims brought by any broker other than Broker or their Co-Broker for brokerage commission based upon Purchaser's acts. Seller shall pay Broker and/or Co-Broker pursuant to a separate agreement between Seller and Broker and Co-Broker. In the event Purchaser is represented or has consulted with an outside broker (other than Broker), Purchaser shall be responsible for any and all costs and commissions associated therewith and Seller shall not be responsible for any co-broker commission. This Paragraph shall survive Closing and delivery of the deed.

27) **TRUST FUNDS/ESCROW PROVISIONS** - The Deposit and all other deposits or advances ("Deposit") made by Purchaser prior to Closing shall initially be held in a segregated escrow account held by Escrow Agent (as hereinafter defined) pursuant to the following:

(a) The law firm of Certilman Balin Adler & Hyman, LLP, with an address at 90 Merrick Avenue, 9th Floor, East Meadow, New York 11554, telephone number (516) 296-7000, shall serve as escrow agent ("Escrow Agent") for Seller and Purchaser. Escrow Agent has designated the members of the firm to serve as signatories. All designated signatories are admitted to practice law in the State of New York. Neither Escrow Agent nor its authorized signatories on the account are Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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

(c) Escrow Agent has established the Escrow Account at Flushing National Bank, 1122 Franklin Avenue, Garden City, New York 11530 ("Bank"), a bank authorized to do business in the State of New York, which account is entitled "570 Broome IOLA Escrow Account" ("Escrow Account"). The Escrow Account is an IOLA account pursuant to Section 497 of the Judiciary Law of the State of New York. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per Deposit. Any Deposit in excess of $250,000.00 will not be insured.

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

(e) Pursuant to Section 497 of the Judiciary Law, all interest earned on the IOLA account will be paid to the State of New York. No fees of any kind may be deducted from the Escrow Account, and Seller shall bear all costs associated with the maintenance of the Escrow Account.

(f) Within five (5) business days after this Purchase Agreement has been tendered to Escrow Agent along with the Deposit, Escrow Agent shall sign this Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Seller, confirming that the Deposit has been Deposited into the Escrow Account. The notice shall provide the account number.

(g) Escrow Agent is obligated to send notice to Purchaser once the Deposit is placed in the Escrow Account. If Purchaser does not receive notice of such Deposit within fifteen (15) business days after tender of the Deposit, Purchaser may cancel this Purchase Agreement within ninety (90) days after tender of this Purchase Agreement and the Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, New York 10271. Rescission shall not be afforded where proof satisfactory to the Office of the Attorney General of the State of New York is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to Purchaser.

(h) All Deposits received in connection with this Purchase Agreement are and shall continue to be Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Seller, as per Section 352-h of the General Business Law of the State of New York.

(i) Under no circumstances shall Seller seek or accept release of the Deposit of a defaulting Purchaser until consummation of the Plan as defined in

Section 20.1 (c) (6) of the Department of Law regulations, which defines consummation of the Plan as the filing of the Declaration of Condominium and the first transfer of title to a unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by Seller and acceptance of the amendment of the declaration of effectiveness by the Office of the Attorney General of the State of New York. Consummation of the Plan does not relieve Seller of its obligations pursuant to Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York.

(j) Escrow Agent shall release the Deposit if so directed:

(i) pursuant to terms and conditions set forth in this Purchase Agreement, upon closing of title to the Unit; or

(ii) in a subsequent writing signed by both Seller and Purchaser; or

(iii) by a final, non-appealable order or judgment of a court of competent jurisdiction.

If Escrow Agent is not directed to release the Deposit pursuant to paragraphs (i) through (iii) above, and Escrow Agent receives a request by either party to release the Deposit, then Escrow Agent must give both Purchaser and Seller prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of such thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both parties informing them of said release. If Escrow Agent receives a written notice from either party objecting to the release of the Deposit within such thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (i) through (iii) above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to Deposit the Deposit with the clerk of the county where the Unit is located and shall give written notice to both parties of such Deposit. Escrow Agent shall disburse Purchaser's Deposit(s) escrowed under this Purchase Agreement within twenty (20) business days after the escrowed funds are permitted to be released in accordance with this Purchase Agreement.

Seller shall not object to the release of the Deposit to:

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

(ii) all purchasers after an amendment to the Plan abandoning the Plan is accepted for filing by the Department of Law.

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

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

(l) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

(m) A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

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

(o) No disbursement need or will be made by Escrow Agent until the Deposit has actually and finally cleared Escrow Agent's account.

(p) Escrow Agent shall only be responsible for monies actually received and cleared, and monies earned thereon, if any.

(q) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Purchase Agreement and the Escrow Regulations, as amended on November 14, 2012, promulgated by the Office of the Attorney General of the State of New York, and no implied duties or obligations shall be read into this Purchase Agreement against Escrow Agent.

(r) Seller agrees that Seller and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent within five (5) business days of tender of the Deposit by Purchaser.

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

(t) The following record keeping provisions shall apply:

(i) Escrow Agent shall maintain all records concerning the Escrow Account for seven (7) years after the release of the funds.

(ii) Upon dissolution of a law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

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

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

(w) Escrow Agent shall not be liable for Seller's failure to tender Purchaser's funds to Escrow Agent within five (5) business days, for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by Escrow Agent's willful misconduct or gross negligence.

(x) Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same.

(y) The duties of Escrow Agent shall be limited to the safekeeping of the Deposits and for disbursements of same in accordance with the written instructions described in this Purchase Agreement.

(z) This Paragraph 27 shall remain in effect unless and until the following:

(i) Written notice given by Seller to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which

cancellation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor escrow agent; or

(ii) The resignation of Escrow Agent upon giving notice to Seller of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor escrow agent; or

(iii) All units offered pursuant to the Plan have been sold and all sales transactions have been consummated.

(iv) Escrow Agent shall have no responsibility to verify qualifications of any successor escrow agent.

(aa) Upon termination of the duties of Escrow Agent as described in sub-paragraph 27(z) above, Escrow Agent shall deliver any and all funds held by it in the Escrow Account and any and all contracts or documents maintained by Escrow Agent to the new escrow agent designated in the duly filed amendment related thereto.

(bb) Upon delivery of all funds held by Escrow Agent to the successor escrow agent pursuant to sub-paragraph 27(aa) above, this Paragraph 27 shall be terminated and Escrow Agent shall be released from all liability hereunder.

(cc) Upon Escrow Agent disbursing the Deposit of Purchaser in accordance with the provisions of this Paragraph 27, Escrow Agent's obligations shall terminate as regards to the Deposit, and Escrow Agent shall thereafter be released of all liability in connection with Purchaser.

(dd) In the event of a good faith disagreement about the interpretation of this Paragraph 27, or about the rights and obligations, or the propriety, of any action contemplated by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, retain the Deposit and payments in escrow and file an action and Deposit any applicable funds in a court of competent jurisdiction to resolve said disagreement. Escrow Agent shall be indemnified by Seller for any and all costs, including reasonable attorneys' fees or reasonable value of services rendered by Escrow Agent's litigation attorneys representing Escrow Agent pro se in connection with the aforesaid action. No such action shall be filed where Escrow Agent's required course of action is clearly dictated within this Paragraph 27.

(ee) Any provision of any contract or agreement, whether oral or in writing, by which Purchaser purports to waive or indemnify any obligation of Escrow Agent holding trust funds is absolutely void. The provisions of the regulations pertaining to escrow funds, as amended on November 14,

2012, shall prevail over any conflicting or inconsistent provision in the Plan, an amendment to the Plan or in this Purchase Agreement.

(ff) This Paragraph 27 shall be construed in accordance with and governed by the laws of the State of New York without giving effect to its conflict of laws provisions.

28) **NOTICES** - Any notices, statements, certificates, requests or demands required or permitted to be given or delivered under this Purchase Agreement shall be in writing and may be sent by mail, nationally recognized overnight courier or personal delivery, addressed to Purchaser or to Seller, as the case may be, at their respective addresses shown at the beginning of this Purchase Agreement, or to such other address as Purchaser or Seller may designate in the manner herein provided, or to their respective attorneys. Such notice, statement, certificate, request or demand shall be deemed to have been given:

(a) upon personal delivery actually being made, and

(b) upon receipt, first refusal of delivery or when returned as undeliverable if delivered by: (i) the United States Post Office with proper postage prepaid, if sent by regular mail, registered or certified mail return receipt requested; or (ii) nationally recognized overnight courier service.

Notwithstanding the foregoing, any notice of default must be delivered only by nationally recognized overnight courier service, personal delivery, or certified mail return receipt requested. Notice given by an attorney for a party shall be deemed effective notice as if given by such party.

29) **PURCHASER GENERAL REPRESENTATIONS** - Purchaser represents that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements, written or oral, of any nature, including, but not limited to, any of the above relating to the description or physical condition of the Building or the Unit or the Property, the size or the dimensions of the Unit or the rooms therein contained or any physical characteristics thereof, the services offered by the Condominium, the estimated Common Charges for the Unit or any other matter or estimate not set forth herein and/or in the Plan. Purchaser further represents that Purchaser has not relied on any verbal or written representations made by Broker or any other agent of Seller. Purchaser further acknowledges having had full opportunity to examine all documents and investigate all facts referred to and stated herein and/or in the Plan. Seller shall have no liability or responsibility to Purchaser and Purchaser shall not be relieved from Purchaser's obligations hereunder, by reason of any inaccuracy or error in the layout or dimensions of the Unit so long as the layout and specifications as they may be changed or amended are in accordance with the provisions of the Plan. Seller cannot guarantee a firm completion and availability date for the Unit and Purchaser agrees that Seller shall not be obligated to make, provide or compensate for any accommodations or costs to Purchaser as a result of construction delays nor shall such delays serve to cancel, amend or diminish any of Purchaser's obligations hereunder.

30) **ACKNOWLEDGMENT THAT THERE ARE NO OTHER UNDERSTANDINGS** - All prior understandings and agreements are hereby superseded and merged into this Purchase Agreement, which alone contains the final and entire understanding and agreement between Seller and Purchaser. Neither Seller nor Purchaser shall be bound by any terms, conditions, statements, or representations, oral or written, not set forth in this Purchase Agreement or in the Plan. Purchaser acknowledges that Purchaser is buying a unit in a condominium development which may not yet have been formed at the time this Purchase Agreement is signed, and that, except as stated in this Purchase Agreement, the Declarations, By-Laws, Exhibits, Schedules and Plan, Purchaser has not relied on any representations or other statements of any kind or nature made by Seller or anyone else except as set forth in the Plan or any amendment thereto and this Purchase Agreement, including but not limited to, the description, size or dimensions of the Unit or rooms therein, or the estimated common charges, or other expenses relative thereto.

Purchaser also acknowledges that none of Seller's representatives has the authority to modify this Purchase Agreement or to make any oral promise, agreement or representation inconsistent or contrary to the terms of this Purchase Agreement. This Purchase Agreement may be changed only by a written document signed by both Purchaser and Seller. The invalidity or unenforceability of any particular provision of this Purchase Agreement will not affect the other provisions, and this Purchase Agreement will be interpreted in all respects as if such unenforceable provisions were omitted.

31) **RISK OF LOSS** - The risk of loss or damage to the Unit by fire or any other cause until delivery of the deed is assumed by Seller. In the event a substantial portion of the Unit or the Building shall be destroyed or damaged prior to Closing, Seller shall be entitled to cancel this Purchase Agreement by written notice to Purchaser, together with a check in the amount of the Deposit paid by Purchaser. The parties shall thereafter be released from any further liability hereunder. In the event a Purchaser takes actual possession prior to Closing, said Purchaser will assume the risk of losses not covered by insurance upon production of the policy by the Sponsor to the Purchaser which provides that actions of interim lessees are not covered under the then existing policy. If Purchaser is or becomes the occupant or tenant of the Unit prior to Closing, then, as of the date of Purchaser's occupancy, Purchaser shall be responsible for any and all damage caused by any acts or omissions of Purchaser, or Purchaser's agents, employees, invitees or family members.

If any part of the Unit is damaged or destroyed by any casualty prior to Closing, Seller will have the option to restore the Unit to its previous condition as soon as reasonably possible. In the event Seller elects to restore the Unit, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Seller. Seller agrees to notify Purchaser of Seller's decision within ten (10) business days of the date of such casualty. In the event Seller elects not to restore the Unit, then this Purchase Agreement will terminate and Purchaser shall receive a refund of all monies paid to Seller. The parties shall thereafter be released from any further liability hereunder.

32) **DAMAGE TO PUBLIC IMPROVEMENTS, AMENITIES AND COMMON ELEMENTS** - Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Elements on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Seller, then and in that event, Seller may complete same at the sole cost and expense of Purchaser who shall reimburse Seller for the cost thereof immediately upon demand. This Paragraph shall survive Closing and delivery of the deed.

33) **STRICT COMPLIANCE; WAIVER OF TRIAL BY JURY** - Any failure by Seller to insist upon strict performance by Purchaser of any of Purchaser's obligations under this Purchase Agreement shall not be deemed a waiver of such obligations, and Seller may at any time insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser under this Purchase Agreement irrespective of the number of times Purchaser failed to strictly comply with such obligations in the past.

Purchaser waives all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to this Purchase Agreement or the Plan. Purchaser agrees to pay any and all court fees, including, without limitation, reasonable attorney fees, should Purchaser bring an action against Seller in any court of proper jurisdiction (including, without limitation, small claims court) and be unsuccessful. Purchaser hereby agrees to waive the right to file a lis pendens if not filed within sixty (60) days of the cancellation of this Purchase Agreement.

Purchaser and Seller hereby waive trial by jury in any action, proceeding or counterclaim arising out of this Purchase Agreement, provided such waiver is not prohibited by any laws of the State of New York. Any action or proceeding brought by either party hereto against the other, directly or indirectly, arising out of this Purchase Agreement, shall be instituted in a court of competent jurisdiction in New York County and all motions in any such action shall be made in New York County.

This Paragraph shall survive Closing and delivery of the Deed.

34) **LIEN OF DEPOSIT** - All sums paid on account of this Purchase Agreement are hereby made liens upon the Unit, but such liens shall not continue after default by Purchaser under this Purchase Agreement.

35) **SALE OF RESIDENTIAL UNITS WITHIN TWELVE (12) MONTHS** – Seller does not wish to sell units in the Condominium to purchasers who intend to purchase the unit as a short term resale investment. Purchaser agrees that Purchaser will not offer to re-sell the Unit within twelve (12) months from the Closing Date. This provision only applies to the initial purchaser of a unit from Seller and not to any subsequent resale and does not apply if Purchaser or its spouse dies within the twelve (12) months or if all the units in the Condominium have been titled by Seller before the expiration of the

twelve (12) month period. This Paragraph shall survive the Closing and delivery of the deed.

36) **MISCELLANEOUS -**

(a) The start of any activity by Seller in connection with the Unit is not to be deemed a waiver of any of Seller's rights under this Purchase Agreement.

(b) The personal property referred to in this Purchase Agreement shall be deemed conveyed by the deed, and no part of the Purchase Price shall be deemed allocated to such personal property.

(c) The attorneys representing Seller or any lender represent such parties only and not Purchaser. Purchaser may retain independent counsel, at Purchaser's sole cost and expense, in order to protect Purchaser's interest.

(d) Seller's employees, agents and representatives are not authorized to make any representations regarding economic benefits to be derived from the transaction contemplated by this Purchase Agreement. Purchaser is advised that economic benefits to be derived from this transaction may vary with individual circumstances and/or market conditions, and Purchaser should rely only upon Purchaser's own attorney, accountant, and/or other counsel if guidance in such matters is desired.

(e) Purchaser acknowledges that Seller has the right to lower and/or increase the price paid for a similar unit and/or change the terms applicable to similar units. As a result, Purchaser may pay more or less and may receive better or worse terms than another purchaser for a similar unit.

(f) The delivery of the deed for the Unit to Purchaser or Purchaser's representative at Closing shall be deemed to mean that all things required to be done by Seller under this Purchase Agreement have been done and that Purchaser shall not claim otherwise except as to those things, if any, which are specifically stated in this Purchase Agreement or in a separate writing signed by Seller or Seller's attorney on Seller's behalf, to survive or continue beyond Closing and delivery of the deed.

(g) The paragraph headings set forth in this Purchase Agreement are inserted solely for convenience of reference and in no way deemed to affect, amend, define, describe or limit the scope or intent of the provisions set forth in this Purchase Agreement.

(h) No provision of this Purchase Agreement may be changed, waived, discharged, or terminated orally, by telephone, or by any other means, except an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge, or termination is sought and then only to the extent set forth in such instrument.

(i) Any singular word or term herein shall also be read as in the plural whenever the sense of this Purchase Agreement may require it. The use of the masculine gender shall be deemed to refer to the feminine gender, or neuter, whenever the context so requires.

(j) All capitalized terms shall be given the definition contained in Part I of the Plan unless otherwise indicated

(k) If two (2) or more persons are named as Purchaser in this Purchase Agreement, (i) each person shall be jointly and severally liable for payment, observance and performance of all obligations under this Purchase Agreement; and (ii) anyone of them is hereby made agent for the other in all matters of any and every kind or nature with respect to the Unit and/or this Purchase Agreement. The act, assent, election or approval by one shall conclusively constitute the act, assent, election and approval by all.

(l) The provisions of this Purchase Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Seller and its successors and assigns.

(m) This Purchase Agreement shall not be binding or effective until fully executed and delivered by Seller and Purchaser.

(n) Seller represents that its Federal Employer Identification Number is ___; and Purchaser represents that his/her/their social security number(s) is _____ and _____.

(o) Purchaser shall execute the Tender of Escrow form, as set forth in Schedule "D-1" hereof upon execution of this Purchase Agreement and shall execute the Release Form, as set forth in Schedule "D-2" hereof at Closing.

(p) In the event any portion of this Purchase Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Purchase Agreement and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Purchase Agreement.

(q) In the event of any conflict between the Purchase Agreement and the Offering Plan the terms of the Offering Plan shall control.

(r) This Purchase Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall

be deemed to constitute one and the same agreement. Electronic (i.e. portable document format (.pdf), email and facsimile) signatures shall be deemed originals for purposes of this Purchase Agreement.

(s) The parties agree that this Purchase Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

37) **LIMITED WARRANTY - AT THE CLOSING OF TITLE, SELLER WILL DELIVER THE CERTIFICATES AND WARRANTIES DELIVERED TO IT AND TRANSFERABLE TO PURCHASER AND IT IS FURTHER AGREED THAT TITLE WILL NOT CLOSE UNTIL A TEMPORARY CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED COVERING THE UNIT OR BUILDING IN WHICH THE UNIT IS LOCATED. IN THE EVENT A TEMPORARY CERTIFICATE OF OCCUPANCY IS ISSUED, SELLER SHALL KEEP THE TEMPORARY CERTIFICATE OF OCCUPANCY IN FULL FORCE AND EFFECT UNTIL A PERMANENT CERTIFICATE OF OCCUPANCY IS ISSUED. SELLER'S LIABILITY PURSUANT TO ANY MANUFACTURERS' WARRANTIES COVERING HEATING, APPLIANCES, ELECTRICITY AND PLUMBING ARE LIMITED SOLELY TO THE EXTENT THAT SUCH WARRANTIES ARE DELIVERED TO SELLER, TRANSFERABLE TO THE PURCHASER OR TO THE CONDOMINIUM AND THEN ONLY AS AGAINST SUCH MANUFACTURER. IN ADDITION, HOWEVER, SELLER WILL CORRECT ANY DEFECTS IN THE CONSTRUCTION OF THE UNIT, ANY LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE PURCHASER OR IN THE INSTALLATION OR OPERATION OF ANY MECHANICAL EQUIPMENT THEREIN DUE TO MATERIALS OR IMPROPER WORKMANSHIP SUBSTANTIALLY AT VARIANCE WITH THE PLANS AND SPECIFICATIONS, PROVIDED ONLY THAT IT IS NOTIFIED OF SUCH DEFECTS IN WRITING BY CERTIFIED MAIL WITHIN ONE (1) YEAR FROM THE DATE OF CLOSING OF TITLE TO THE UNIT IN WHICH THE ALLEGED DEFECT EXISTS. IF A DEFECT OCCURS IN AN ITEM WHICH IS COVERED BY THIS WARRANTY, SELLER OR SELLER'S CONTRACTORS WILL (A) REPAIR OR (B) REPLACE THE DEFECTIVE ITEM. THE CHOICE BETWEEN REPAIR OR REPLACEMENT IS STRICTLY SELLER'S.**

PURCHASER SHOULD NOTE THAT:

A. NO STEPS TAKEN BY SELLER OR SELLER'S CONTRACTORS TO CORRECT A DEFECT SHALL ACT TO EXTEND THE WARRANTY PERIOD.

B. SELLER ACCEPTS NO RESPONSIBILITY FOR ANY WARRANTY OBLIGATION FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY ANY DEFECT.

C. THESE WARRANTIES GIVE YOU, AS PURCHASER, SPECIFIED LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS UNDER STATE LAW.

D. THESE WARRANTIES ARE EXTENDED TO YOU, AS PURCHASER, AND ARE NOT EXTENDED TO ANY SUBSEQUENT PURCHASER, TENANT, OR MORTGAGE LENDER WHO TAKES POSSESSION OF THE UNIT.

E. THESE WARRANTIES SHALL BE VOID IF PURCHASER, TENANT OR OCCUPANT, MISUSES, ABUSES OR OTHERWISE INTERFERES WITH OR CHANGES SELLER'S ORIGINAL CONSTRUCTION OR INSTALLATIONS, OR IF PURCHASER, TENANT OR OCCUPANT HIRES ANY OUTSIDE CONTRACTOR TO DO ANY WORK DURING THE WARRANTY PERIOD.

F. SELLER IS NOT RESPONSIBLE FOR ANY WORK OR MATERIAL ORDERED DIRECTLY BY PURCHASER FROM SELLER'S CONTRACTORS OR SUPPLIERS, OR OTHER OUTSIDE SUPPLIERS AND CONTRACTORS.

G. IN NO EVENT WILL SELLER BE RESPONSIBLE FOR ANY CONDITION RESULTING FROM (i) NORMAL WEAR AND TEAR OR NATURAL DETERIORATION OR FROM THE NORMAL MOVEMENT, SETTLEMENT AND/OR SHRINKAGE OF THE BUILDING AND/OR BUILDING MATERIALS; (ii) DEFECTS OF AN INSUBSTANTIAL NATURE, SUCH AS, WITHOUT LIMITATION, PARTIAL OR TOTAL LOSS OF ANY TREES, SHRUBS, BUSHES OR OTHER LANDSCAPE IMPROVEMENTS THAT MAY ABUT THE BUILDING, NAIL POPS, PROTRUDING DRY WALL FASTENINGS, RIDGING ON GYPSUM BOARD, LUMBER SHRINKAGE, DOOR OR WINDOW STICKING, DOOR WARPAGE INCLUDING, WITHOUT LIMITATION, WARPAGE OF THE MAIN ENTRANCE DOOR WITHIN REASONABLE TOLERANCES OF DOORS OF SIMILAR SIZE AND WEIGHT, SCRATCHES IN PLASTIC LAMINATE, VITREOUS CHINA, NATURAL STONE, WOOD, STAINLESS STEEL OR PORCELAIN SURFACES; BATHROOM FINISH GROUTING; ADJUSTMENT OF DOORS; WALLS NOT SQUARE; ELECTRICAL PLATES NOT STRAIGHT; DISCOLORATION OR SHRINKAGE; SLIGHT SEPARATION BETWEEN BASE AND FLOORS; (iii) DEVIATIONS IN THE LEVEL OF CEILINGS, AND IMPERFECTIONS IN CEILING FINISHES; (iv) IMPERFECTIONS IN PAINTING FINISHES; (v) DEVIATIONS IN THE LEVEL OF A FLOOR OR FAILURE OF FINISHED FLOORS AND WALLS TO BE STRAIGHT OR ON PLANE OR AT LESS THAN 90° FROM EACH OTHER; (vi) ALIGNMENT OF BATHROOM FINISHES AND VARIATION IN GROUTING THICKNESS; (vii) AIR INFILTRATION AND WATER INFILTRATION FROM WINDOWS IN ACCORDANCE WITH CUSTOMARY PRACTICE AND PROFESSIONAL STANDARDS; (viii) NOISE FROM NORMAL PLUMBING AND HVAC SYSTEM; (x) NORMAL FLOOR NOISES AND CREAKING; (x) CARPET OR FLOOR DISCOLORING OR

STRETCHING; (xi) SCRATCHES AND IMPERFECTIONS OR VARIATIONS IN WIDTH, LENGTH, THICKNESS, FINISH OR COLOR RANGE OF WOOD FLOOR STRIPS OR OTHER FLOORING OR FLOOR FINISHES, ALSO, NORMAL SHRINKAGE OR EXPANSION OF WOOD FLOORING DUE TO CHANGES IN MOISTURE CONTENT OF WOOD; (xii) REPAIR OF CHIPS, SCRATCHES, MARS, BREAKS, DENTS, CRACKS OR OTHER DEFECTS IN: EXTERIOR STONE; WINDOWS, WINDOW GLASS, FRAMES AND HARDWARE; INSULATION ATTACHED TO THE CURTAIN WALL; SLIDING GLASS DOORS, FRAMES, DOOR GLASS AND HARDWARE; LOUVERS; SHOWER DOORS; LIGHTING FIXTURES, LENSES, BAFFLES AND GLOBES; ALL PAINTED SURFACES; ALL SINKS, TUBS, BASINS, WATER CLOSETS; KITCHEN CABINETS, BACK SPLASHES AND COUNTERTOPS; VANITY TOPS AND CABINETS; ALL TILE OR NATURAL STONE FLOORS AND WALLS; SADDLES; ALL APPLIANCES; WOODWORK, MILLWORK AND DOORS; MIRRORS AND AFTER THE CLOSING OF TITLE TO THE UNIT, PAINT TOUCH-UPS, REPAIR OF DENTED APPLIANCES, OR REPLACEMENT OF LIGHT BULBS; (xiii) CRACKS OR VARIATIONS IN TONE, COLOR OR VEINING OF NATURAL STONE OR VARIATIONS IN TONE, COLOR OR VEINING OF VANITY TOPS OR ANY OTHER NATURAL STONE SURFACES; (xiv) LEACHING OR COLOR VARIATION IN COLOR MORTAR AND COLORED BRICK, AND DIMENSIONAL VARIATIONS IN BRICK JOINTS, AND MORTAR DROPPINGS ON BRICKS; (xv) PONDING AND/OR CONTROLLED DRAINAGE ON THE SURFACE OF ANY PRIVATE TERRACE; (xvi) CRACKS IN PRESSURE-TREATED LUMBER USED IN THE UNIT; (xvii) DISCOLORATION TO HARDWARE AND PLUMBING FINISHES; (xviii) STAINS, RUNS, LUMPS, SHAGS OR IMPERFECTIONS IN WEAVE IN FABRIC PANELS; (xix) SCRATCHED, DIRTY OR CRACKED LENSES IN LIGHT FIXTURES; OR (xx) TERRACE TILES NOT LAID FLAT, OR COLOR VARIATION IN TILES OR MORTAR, OR STAINED TILES; (xxi) SUBSEQUENT TO THE CLOSING OF TITLE TO THE UNIT, PAINT TOUCH-UPS, REPAIRS OF DENTED APPLIANCES OR REPLACEMENT OF FLUORESCENT LIGHT BALLASTS, OR (xxii) SALTING OR COLOR VARIATION IN EXTERIOR COLORED MORTAR AND DEEP COLORED BRICK OR (xxiii) REMOVE MOLD FROM THE BUILDING OR ANY UNIT THEREIN; OR (xxiv) NORMAL WATER PENETRATION FROM FRAMELESS SHOWER DOORS. SELLER WILL BE OBLIGATED TO REPAIR ONLY ABNORMALLY CHIPPED STONE, FORMICA AND PORCELAIN SURFACES, WHICH REPAIR WILL BE MADE BY FILLING THE STONE OR FORMICA OR REFINISHING THE PORCELAIN, BUT SELLER WILL NOT BE OBLIGATED TO REPLACE SUCH STONE, FORMICA OR PORCELAIN SURFACES. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING OR UNITS. PURCHASERS

WHO PURCHASE A UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING. SELLER HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD OF MANAGERS OF THE CONDOMINIUM. IF PURCHASER OR THE BOARD OF MANAGERS OF THE CONDOMINIUM DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SELLER.

H. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER WILL CORRECT ANY DEFECTS IN THE CONSTRUCTION OF THE COMMON ELEMENTS OF THE CONDOMINIUM NOT COVERED BY ANY LIMITED WARRANTY, OR IN THE INSTALLATION OR OPERATION OF ANY MECHANICAL EQUIPMENT THEREIN, DUE TO IMPROPER WORKMANSHIP OR MATERIAL SUBSTANTIALLY AT VARIANCE WITH THE PLAN, AS MAY BE AMENDED BY SELLER FROM TIME TO TIME, PROVIDED AND ON CONDITION THAT SELLER IS NOTIFIED OF OR BECOMES AWARE OF SUCH DEFECT(S) WITHIN TWELVE (12) MONTHNS OF THE ISSUANCE OF A TEMPORARY OR PERMANENT CERTIFICATE OF OCCUPANCY, WHICHEVER IS ISSUED, UPON THE CLOSING OF TITLE TO THE FIRST RESIDENTIAL UNIT IN THE CONDOMINIUM.

I. THESE WARRANTIES ARE SPECIFICALLY IN LIEU OF ANY OTHER GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR WORKMANLIKE CONSTRUCTION.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF TITLE AND DELIVERY OF THE DEED.

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

WHEN SIGNED BY SELLER AND PURCHASER, THIS PURCHASE AGREEMENT SHALL BECOME A LEGALLY BINDING AGREEMENT. PURCHASER SHOULD READ AND UNDERSTAND ALL PROVISIONS BEFORE SIGNING. IF

PURCHASER DOES NOT UNDERSTAND ANY PROVISION, PURCHASER SHOULD SEEK LEGAL ADVICE.

PURCHASER MUST BE GIVEN A COPY OF THE PLAN PRIOR TO THE SIGNING OF THIS PURCHASE AGREEMENT. BY SIGNING THIS PURCHASE AGREEMENT, PURCHASER ACKNOWLEDGES RECEIPT OF THE PLAN AND THAT PURCHASER HAS HAD AN OPPORTUNITY TO READ THE PLAN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SIGNING THIS PURCHASE AGREEMENT.

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

SELLER:

SOHO BROOME CONDOS LLC

By:_____
Name:
Title:

PURCHASER(S):

_____

_____

Agreed to as to Paragraph 27 by Escrow Agent:
CERTILMAN BALIN ADLER & HYMAN, LLP

By:_____
Name:
Title: Partner

TENDER OF ESCROW DEPOSIT

Date: _____

Tender of Deposit of $_____, for Unit ____ at 570 Broome Condominium located at 570 Broome Street, New York, New York 10013.

Purchaser(s) named below has/have tendered on_____, 20__, the above escrow deposit to Sponsor/Selling Agent as a deposit for the above Unit.

Purchaser(s) _____
_____

Address of Purchaser(s) _____
_____

Phone number of Purchaser(s):

Home: _____
Business: _____

Social Security Number(s) or
Tax Identification Number(s)
of Purchaser(s) _____
_____

RECEIPT

The SPONSOR/SELLING AGENT of the above named property hereby acknowledges receipt of the above escrow deposit.

By: _____
_____
Title or Position

Date of Receipt: _____

SCHEDULE D-1

FORM FOR THE RELEASE OF ESCROW FUNDS

Date

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue – 9th Floor
East Meadow, New York 11554

Re: **570 Broome Condominium**
Purchaser:
Residential Unit No.:

Dear Sirs:

You have been holding in a trust account my/our Deposit for the above-referenced Residential Unit in the amount of $_____ (the "Escrowed Funds"). I/we acknowledge that the closing of title to the Residential Unit has taken place on this date. Accordingly, Certilman Balin Adler & Hyman, LLP is hereby authorized to release the Escrowed Funds being held to whomever SOHO Broome Condos LLC, as seller, so designates. In addition, Certilman Balin Adler & Hyman, LLP, as Escrow Agent, is hereby released from any and all liability or further obligation to us with respect to the Escrowed Funds.

Very truly yours,

_____
Purchaser

_____
Purchaser

_____
Sponsor's representative

SCHEDULE D-2

WAIVER OF NOTICE OF CLOSING

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

_____, being duly sworn, does hereby depose and state:

1. I am the Purchaser of Residential Unit ____ at 570 Broome Condominium.

2. Pursuant to a Purchase Agreement dated _____ , 20__ , I am entitled to thirty (30) days' written notice of the Closing for my Residential Unit.

3. I hereby waive the applicable notice provision contained in the Purchase Agreement and agree to close on _____, 20__ .

_____
Purchaser

_____
Purchaser

Sworn to before me this __
day of _____ 20__.

_____
Notary Public

EXPRESS ASSUMPTION OF RISK

I/We _____ understand that by entering onto a construction site there are extraordinary risks of grave bodily injury and/or death. In consideration for being allowed to enter upon the premises herein, I expressly assume all risks associated with the construction site, including but not limited to:

1. Falling debris;
2. Falls associated with excavations, uncleared ice and/or snow incomplete sidewalks and roads and downed trees and/or bushes;
3. Injuries associated with incomplete construction;
4. Injuries associated with operating machinery;
5. Injuries associated with incomplete or no railings; and
6. Injuries associated with incomplete and/or insufficient lighting.

I/We _____ further agree to fully indemnify and hold harmless Soho Broome Condos LLC, its members, managers, officers, directors, principals, shareholders, successors and assigns for any and all damage to any personal property.

_____

_____

SCHEDULE D-4

STORAGE SPACE LICENSE AGREEMENT

This License Agreement (the "License Agreement") made as of this _ day of_____ _____, 20___, between **SOHO BROOME CONDOS LLC** having an address at 136 North 10th Street, 2nd Floor, Brooklyn, New York 11249 **("Sponsor")**, and **THE BOARD OF MANAGERS OF 570 BROOME CONDOMINIUM,** having an address at 570 Broome Street, New York, New York 10013 **("Licensor")**, and _____ , residing at _____ _____**("Licensee")**.

W I T N E S S E T H:

WHEREAS, Sponsor promulgated an Offering Plan for 570 Broome Condominium ("Condominium); and

WHEREAS, pursuant to the terms of such Offering Plan the Sponsor is offering to purchasers of Residential Units in the Condominium the option to enter into a license agreement for a Storage Space ("Storage Space") located in the cellar of the Condominium; and

WHEREAS, 570 Broome Condominium is governed by a certain Declaration of Condominium dated _____, 201 , recorded or to be recorded in the New York City Register's Office to be amended from time to time (the "Declaration"), the By-Laws of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and the Residential Units Rules and Regulations of the Condominium, as the same has been or may

be amended from time to time (the "Residential Rules and Regulations"). The "Declaration", the "By-Laws" and the "Residential Rules and Regulations" are collectively, referred to as the ("Condominium Documents"); and

WHEREAS, the Residential Area of the Condominium includes fourteen (14) Storage Spaces ("Licensed Area") which have been installed for use by permitted Unit Owners; and

WHEREAS, Licensee, owns or simultaneously herewith is acquiring Residential Unit _____ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of Storage Space # for so long as Licensee owns a Residential Unit in the Condominium; and

WHEREAS, Licensor is desirous of granting Licensee such License at an initial License Fee of $_____ ("Initial License Fee") for the Storage Space to be paid by Licensee to the Sponsor upon the execution of this License Agreement.

NOW, THEREFORE, in consideration of the sum of $10.00 and the mutual covenants herein expressed, Sponsor, Licensee and Licensor hereby covenant and agree as follows:

1. **License**.

(a) Licensor hereby grants to Licensee, its successors and assigns, a license ("License") for the exclusive use of Storage Space #_____ ("Designated Storage Space") and

Licensee hereby accepts such License from Licensor for a term commencing on the date hereof.

(b) This License Agreement shall create the relationship of Licensor and Licensee and shall in no way be construed as a lease, partnership agreement or joint venture, nor shall this License Agreement be construed in any manner so as to give Licensee the rights of a lessee or tenant of Licensor. Except for the License conferred by this License Agreement, no leasehold interest or other right, title or interest in the Storage Space or any part thereof shall be deemed to have been created in Licensee by anything contained herein.

(c) Licensee shall have access to the Storage Space twenty-four (24) hours each day, seven (7) days each week, during the Term (as such term is hereinafter defined) hereof subject to any Rules and Regulations promulgated by the Board of Managers regarding the use and operation of the Storage Space (as detailed in the Offering Plan or any subsequent Residential Rules and Regulations adopted by the Board of Managers).

2. **Use**.

(a) A Storage Space may only be used for the storage of personal effects of the Residential Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item stored in a Storage Bin.

(b) Licensee shall not (a) store any property in the Licensed Area outside of the designated Storage Space; or (b) allow any other person to use the License except in accordance with the terms hereof.

(c) Use of such Storage Space is subject to all Residential Rules and Regulations of the Condominium which the Licensor has adopted or may adopt in the future.

3. **Term**. The term of this Agreement shall commence on _____ (the "Commencement Date") and expire at the earlier of such time as the Licensee is no longer a Residential Unit Owner of the Condominium or forty-nine (49) years from the date of commencement (the "Term"). In the event the Licensee is still a Residential Unit Owner of the Condominium on the forty-ninth (49th) year then this License Agreement shall automatically be extended for successive periods of ten (10) years unless the Licensee ceases to be a Residential Unit Owner of the Condominium, in which case the License Agreement shall terminate at such time.

4. **License Fee**. The Initial License Fee shall be payable to the Sponsor. Thereafter and commencing on the Commencement Date and continuing throughout the Term, Licensee shall be responsible for any fees required to be paid to the Licensor and/or the Condominium.

5. **Late Charge**. In the event that any payment required to be made by Licensee under this License Agreement shall be overdue the Licensor or the Condominium may charge Licensor a late fee for each such overdue payment, for the purpose of defraying the expenses incurred in handling delinquent payments.

6. **Maintenance**. The Licensor shall provide, at its sole cost and expense, all maintenance required for the Storage Space. The Licensor shall maintain, clean and keep the Storage Space in good order and repair.

7. **Damage Caused by Licensee**. The Licensor agrees to promptly and adequately repair all damage to the Storage Space caused by Licensee or its agents and in such case the cost of such repair will be charged to the Licensee. Failure to pay shall be subject to all the rights and remedies contained in the Condominium Documents.

8. **Indemnification**. Licensee shall indemnify, exonerate and hold Sponsor, the Condominium and Licensor, its members, managers, Owners, shareholders, officers, directors, agents, employees, servants, successors, designees and assigns harmless from and against any loss, cost, damage and expense of whatever kind arising directly or indirectly from the operation and use of the Storage Space or from Licensee's breach of this License Agreement, including, but not limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of Licensor and/or its employees and/or agents.

9. **Insurance**. Licensor shall, at all times during the Term, maintain adequate insurance as required.

10. **Events of Default**. The following shall each be an Event of Default under this License:

(a) Licensee's failure to timely pay any monthly License Fee installment which failure continues for five (5) days after notice thereof.

(b) Licensee's violation or failure to perform any of the other material terms, conditions, covenants or agreements herein made by Licensee, if such violation or failure continues for a period of thirty (30) days after notice thereof.

In the event of any violation or failure to perform a covenant as contemplated herein, and if such covenant cannot be performed within the said thirty (30) day period, then and in that event, provided that Licensee has promptly commenced to cure such violation and is diligently proceeding with the cure, the time within which Licensee may cure the same shall be extended to such reasonable time as may be necessary to cure the same with all due diligence.

(c) Licensee's violation of any condition and/or obligation under the License Agreement that is not cured within thirty (30) days after the notice thereof.

11. **General**

(a) Licensee shall throughout the term of this Agreement, take good care of and maintain the Designated Storage Space. All repairs and replacements to the Designated Storage Space as well as the Licensed Area shall be performed by the Board and the cost thereof shall be a Common Expense, unless such repair or replacement is necessitated by the negligence, misuse, or abuse of a Licensee, then the entire cost and expense of such repair or replacement shall be borne by such Licensee, and shall constitute additional Common Charges.

(b) Neither, Sponsor, Licensor nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Licensed Area and/or the Designated Storage Space.

(c) The terms of this Agreement are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of

the parties under the Condominium Documents. Any conflict between the provisions of this Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents as they relate to the Storage Space.

(d) The Condominium Board or its agents shall have the right, but not the obligation, to open the Designated Storage Space in an emergency at any time, and, at other reasonable times upon prior notice to Licensee, to inspect and examine the Designated Storage Space and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

12. **Remedies**.

(a) If an Event of Default as hereinabove specified above shall occur, and shall not be cured within the time period specified herein, then Licensor may give Licensee a fifteen (15) day notice of its intention to end the Term of this License Agreement, and thereupon, at the expiration of said fifteen (15) day period, this License Agreement shall expire as fully and completely as if that day were the date herein originally fixed for the expiration of the Term, and Licensee shall then quit and surrender the Storage Space to Licensor and remain liable under the terms hereof. In addition, if Licensee defaults in its obligations hereunder or under the Condominium Documents, the Condominium Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Designated Storage Space until Licensee cures such default or (ii) terminate this Agreement upon written notice to Licensee.

(b) Licensor and Licensee do hereby mutually waive trial by jury in any action, proceeding or counterclaim brought by either Licensor or Licensee against the other with regard to any matters whatsoever arising out of or in any way connected with this License Agreement,

the relationship of Licensor and Licensee, and Licensee's use of the Storage Space provided such waiver is not prohibited by any laws of the State of New York. Any action or proceeding brought by either party hereto against the other, directly or indirectly, arising out of this License Agreement shall be brought in a court in New York County and any and all motions in any such action shall be made in such County.

13. **Notice**. Notwithstanding any provision contained in this License Agreement to the contrary, all statements, notices or communications to be given under the terms of this License Agreement shall be in writing and sent by certified mail, with postage prepaid and return receipt requested, or other national overnight receipted delivery service, and addressed as follows:

If to Licensor:

If to Licensee:

or at such other address as from time to time designated by notice pursuant hereto by the party receiving the notice. The date of service of such notices shall be the date such notices are received or refused, as the case may be. Notice may be given by the attorney for a party with the same force as if given by said party.

14. **Assignment**. This License may be assigned by Licensee at any time provided the assignee (i) is a Unit Owner at the Condominium, (ii) is a successor Purchaser of the Residential Unit and assumes the obligations of a Licensee, (iii) notification of the assignment is delivered in writing to the Board in compliance with its requirements as the same may be modified from time to time, and (iv) no outstanding monies are owed to the Condominium by the Licensee and/or the assignee. This License shall automatically terminate at such time as the term has expired as provided above or this License is assigned to and assumed by another Residential Unit Owner.

15. **Waiver.**

Neither this agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

16. **Acknowledgement.**

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.

17. **Strict Performance**.

Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this agreement to be performed by Licensee.

18. **Governing Law.**

(a) This License Agreement shall be governed by and construed under the laws of the State of New York, without giving effect to its conflict of laws principles.

(b) If any provision of this agreement is invalid or unenforceable as against any party or under, certain circumstances, the remainder of this agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

19. **Entire Agreement**.

This instrument contains the entire License Agreement between the parties and any and all other prior oral or written agreements or representations made by or on behalf of either party with respect to this License Agreement or to the subject matter hereof shall be of no force or effect whatsoever. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this agreement, which alone fully and completely express their agreement and that this agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

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

LICENSOR:

BOARD OF MANAGERS OF 570 BROOME CONDOMINIUM

By: _____
, President

LICENSEE:

By: _____

SPONSOR:

SOHO BROOME CONDOS LLC

By: _____

POWER OF ATTORNEY

I/(We) residing at _____the owner of Unit No. ____in the condominium known as 570 Broome Condominium (the "Condominium") covering that certain real property located in the Borough of Manhattan and County, City and State of New York, do hereby nominate, constitute and appoint the Board of Managers of the Condominium, in care of Soho Broome Condos LLC and its successors and/or assigns, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf to acquire, in its own name, or in the name of its designee, by deed on behalf of all owners of Residential Units in the Condominium, any Unit whose owner desires to abandon its Unit, or which shall be the subject of a foreclosure sale or which may be acquired by deedin lieu of a foreclosure sale, at such price and on such terms as my said attorneys-in-fact shall, in its sole discretion, deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Unit so acquired, at such terms as my attorneys-in-fact may, in its sole and absolute discretion, determine, granting to my attorneys-in-fact the power to do all things in such Unit which I could do if I were personally present.

I/(We) do further hereby nominate, designate, constitute and appoint the Board of Managers of the Condominium and its successors and/or assigns, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf, to take any and all action necessary against any tenant(s) that may be residing in my Residential Unit including, but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium.

I/(We) do hereby further irrevocably nominate, constitute and appoint the Board of Managers of the Condominium and its successors and/or assigns, my true and lawful attorneys-in-fact coupled with an interest in my name and on my behalf to vote at any Unit Owners meeting for, and to file an amendment to the Declaration of Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units, as built, and to amend any Filed Map or amending such Declaration to create any utility easements or to carry out any of the provisions of the Offering Plan of the Condominium as described in Article Eleventh, Section (c) of the Declaration of Condominium.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, I/(we) have set my/(our) hand(s) and seal this ___ day of _____, 20__.

_____

SCHEDULE E

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

On the _____ day of _____ in the year 20__, before me, the undersigned a Notary Public in and for said state, personally appeared _____ _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

DEED

THIS INDENTURE made the ___ day of _____ , 20_____ between Soho Broome Condos LLC, a New York limited liability company authorized to do business in the State of New York, having an office at 136 North 10th Street, 2nd Floor, Brooklyn, New York 11249, "Party of the First Part", and _____, residing at _____, "Party of the Second Part";

WITNESSETH:

That the Party of the First Part, in consideration of Ten ($10.00) Dollars, lawful money of the United States, and other good and valuable consideration, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs, successors and/or assigns of the Party of the Second part forever,

ALL that certain plot, piece or parcel of real property, with the improvements erected thereon, situate, lying and being a condominium unit located in the County, City and State of New York, and designated as Residential or Commercial Unit No. _____, in the condominium known as 570 Broome Condominium (the "Condominium"), said Residential or Commercial Unit designated and described in the Declaration of Condominium, made by Soho Broome Condos LLC, establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act"), dated _____ and recorded in the Office of the City Register of the City of New York, New York County on _____in City Register File Number (CRFN) _____ and designated as Block _____ and Lot _____ on the Land and Tax Map of the Real Property Assessment Department of the City of New York, New York County, and as shown on the Floor Plan of the Condominium prepared and certified by _____ and filed with the Office of the City Register of the City of New York, New York County on _____as Map No. _____.

TOGETHER with an combined undivided _____% interest in the Common Elements of the Condominium.

The premises within which the Residential or Commercial Unit is located is more particularly bounded and described as follows:

(PROPERTY DESCRIPTION)

BEING AND INTENDED TO BE part of the same premises conveyed to the Party of the First Part by deed made by _____, dated _____, and recorded in the Office of the City Register of the City of New York, New York County on _____ as CRFN _____.

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, regulations and easements all as set forth in the documents with respect to the Condominium filed and recorded as aforesaid.

SUBJECT TO: The provisions of the Declaration, By-Laws, site plan and floor plans of the Condominium, as the same may be further amended from time to time by instruments recorded or filed in the Office of the City Register of the City of New York, New York County, which provisions, together with any amendments thereto, shall bind any person having at any time any interest or estate in the Residential Unit or Commercial Unit as though such provisions were recited at length herein.

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs, successors and/or assigns of the Party of the Second Part forever.

AND the party of the First Part covenants that the party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Party of the First Part, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for purpose of paying the cost of the improvement before using any part of the total of the same for any other purposes.

The use for which the Residential Unit is intended is that of a one family residence, subject to the applicable governmental regulations and zoning requirements, and the restrictions contained in the Declaration, By-laws and Rules and Regulations of the Condominium.

SUBJECT TO: covenants, restrictions, reservations, waivers, agreements and easements of record.

This conveyance is made in the regular course of business actually conducted by the Party of the First Part.

The word "Party" shall be construed as if it read "Parties" whenever the sense of this Indenture so requires.

IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed, the day and year first above written.

SOHO BROOME CONDOS LLC

By:_____
, duly authorized agent

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

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

_____
NOTARY PUBLIC

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

DESCRIPTION OF THE PROPERTY AND SPECIFICATIONS
570 Broome Street
New York, New York 10013

A) LOCATION AND USE OF THE PROPERTY

1) Address:	570 Broome Street, New York, NY 10013
2) Block No:	578
3) Lot No:	75
4) Zoning Lot:	Lots 62, 64, 70, 71, 75, 78 comprise a merged zoning lot pursuant to the ZLDA (Zoning Lot Development and Easement Agreement), dated 06/21/2016 with CRFN#: 2016000230088, thereby permitting the transfer of development rights. The ZLDA also protects light and air; with two Light and Air Easements both dated 06/21/2016 with CRFN#: 2016000230089 and CRFN#: 2016000230090 respectively. (All elevations refer to NAVD 1988 Manhattan). The building and proposed use will comply with all zoning and use requirements at closing.
5) Zoning Map No.:	12a
6) Zoning:	M1-6 / HSQ (Special Hudson Square District)
7) Permissible Use:	Use Groups as per New York City Zoning Resolution: • Residential use group 1, 2 • Community Facilities use group 3, 4 • Commercial use group 5-14 • General Service use group 16 • Manufacturing use group 17
8) Landmark Status	None on Tax Lots 70, 71, 75, 78 Landmarked properties on Tax lots 62 & 64
9) Flood Zone	The site is located within the *Flood Zone AE* as per PFIRM 3604970182G map provided by NFIP. The minimum Flood Resistant Construction Elevation (FRCE) for the property is set at 12 feet above sea level.

B) STATUS OF CONSTRUCTION

1) Class of Construction:	Class 1B, conforming to all applicable regulations of the Building Code of the City of New York., including Seismic Building Design - Local Law 17/95.

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

2) Status of Construction:	The construction of the building commenced on December 2016 under a New Building permit. Documents have been filed with the New York City Department of Buildings under a New Building Application No. 121186563.
3) Anticipated Completion:	The building is scheduled to be substantially complete on or about Fall Season of 2018.
4) Certificate of Occupancy:	A Temporary Certificate of Occupancy will be issued prior to initial occupancy.
5) Permits and Description:	The project will comply with NYC BC 2008 and applicable sections of BC 2014 and Fair Housing. Sponsor has a licensed professional unaffiliated with Sponsor or the undersigned firm to conduct controlled inspections.

C) SITE

1) Size:	The Land or Development Lot at 570 Broome Street (Lot 75) has a total area of approximately 5,757 square feet, which is potion of a Zoning Lot (including Lots 62, 64, 70, 71, 78) that has a total area of approximately 19,525.60 square feet.
2) Number and Use of Building:	The Building will be the only structure on Lot 75 of the property. The building located mid-block on the north side of Broome Street will be used primarily for residential purposes including 54 Residential Units and one Commercial Unit.
3) Streets:	The property fronts Broome Street between Varick Street and the Holland Tunnel. This street is paved with asphalt, is owned and maintained by the City of New York and conforms to codes. All curbs will be new, and approved by the City of New York. The streets are presently pitched to drain to through existing and new catch basins into the New York City storm water drainage system. One streetlight exists at the eastern property boundary.
4) Sidewalks and Ramps:	The sidewalks on the property shall be new-sloped concrete with no tripping hazards or ponding and will conform to Department of Transportation requirements. The new concrete sidewalk will be furnished with steel faced concrete curb where it meets the street. The sidewalk and street drainage is through the street system of New York City. The condominium will be responsible for maintaining the sidewalk in accordance with the requirements of the Authority Having Jurisdiction ("AHJ").
5) Flood Protection	The building will be equipped with temporary flood gates, which will be deployed during a flood emergency. Please see Section I, Item 16 for further information.
6) Environmental Requirements	Prior to redevelopment, the Site was enrolled in the New York City Office of Environmental Remediation's Voluntary Cleanup Program and

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

assigned VCP#15CVCP096M. The remediation at the site consisted of excavation and removal of approximately 1,800 tons of non-hazardous fill/soil, the installation of Engineering Controls (ECs) and establishment of Institutional Controls (ICs) at the Subject Property. The ECs at the Site consist of a Vapor Barrier System and a composite cover system. The vapor barrier system consists of a 46-mil Grace's Preprufe 300R below the slab throughout the full building area and a 32-mil Grace's Preprufe 160R along the foundation wall. The composite cover system consists of concrete building slab of minimum30" thick beneath all the building areas.

There are 3 environmental restrictions on site.

(#:E-288) (CEQR-12DCP045M)

1. Air Quality - Hvac Fuel Limited To Natural Gas
2. Exhaust Stack Location Limitations
3. Hazardous Materials Ph. I And Ph. Ii Testing Protocol

In order to satisfy the E-Designation for Air Quality, each residential unit will be served by an individual split-type electric HVAC and common hallways will be served by a rooftop electric HVAC unit. The domestic water heaters will be fired by natural gas only, which also meets the requirement of the low NOx (<30 ppm) burners. The stack associated with the water heaters will be installed on the roof in following matter to satisfy the E-Designation: 41 feet from the north line facing Dominick Street, 26 feet from the east line facing Varick Street, 43 feet from the south line along the Broome Street and 27 feet from the west line of the Subject Property and about 320 feet above the street level. Although these distances do not reflect the distances required by the E-Designation, a NO2 boiler screen carried out according to the Air Quality Appendix of the CEQR Technical Manual shows that the proposed stack location will not have a significant impact on nearby buildings of equal or higher heights, provided that the stack is located at least 165' from ground level and there are no taller buildings within a radius of at least 56'.

A Remedial Action Report (RAR) and an Installation Report (IR) will be prepared and submitted to OER. A Notice of Satisfaction will be issued along with a Clean Property Certificate by NYCOER upon approval of the closure report. This will take place prior to the Certification of Occupancy (CO) being issued by the DOB.

D) UTILITIES

1) Water Supply and Sewer:

Water and sewer service will be provided by the City of New York. Any water consumed by the Commercial Unit will be separately sub-metered, and the charges such water and corresponding sewer rents will paid for by such space or their tenants. The charges for water and sewer services provided to the Residential Units and in the Residential Limited Common Elements of the building will be levied on the basis of Master City Meter and borne by the Residential Unit Owners as a Residential Common Expense.

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

2) Electricity: Electricity will be provided by Consolidated Edison Company ("Con Edison"). Each Residential Unit (including any equipment such as air handling units and/or electrical equipment for heating inside the unit) shall be individually metered using Con Edison Meters for each Residential Unit's charges. The electricity consumed within the Commercial Unit, and Residential Common and service areas, will be separately metered by Con Edison and paid for by the owners or their tenant. All electrical meters will be located at Cellar Level.

3) Gas: Gas will be provided by Con Edison. The cost of the gas consumed in the Residential portion of the Building, (including all gas used for cooking, domestic hot water, heating purposes in the Residential Units and building emergency generator), will be collectively metered for all residential units. The Commercial Unit shall be separately metered by Con Edison. All gas meters will be located at Cellar Level.

4) Telephone: "Local" telephone service will be provided by Verizon, Time Warner, and/or other service provider. Each Residential Unit owner will pay the telephone charges associated with their Unit. Similarly, the charges with respect to the telephones in the Commercial Unit will be separately paid for by the Owner of such Unit or its tenant. The telephone charges with respect to the Residential Common Areas of the Building (such as the Concierge's Desk or Superintendent's office) will be borne by the Residential Unit owners, as provided in the Condominium Budget.

5) Cable Television: Cable television service will be provided by a centralized satellite based service, Time Warner Cable, and/or Verizon Fios based cable service. The Residential Unit owners will pay a monthly service charge to either Time Warner Cable or the selected satellite or cable distributor, which will vary depending upon the installation costs and services subscribed to by the Residential Unit owner. Commercial Unit will separately subscribe and pay for service.

6) Data Transmission: Data transmission and Internet services will be primarily provided by Timer Warner Cable and/or Verizon Fios based internet service. Wiring is available for all tenants, originating in the Telecom Service Entry Facility (TSEF), to allow for connections to Competitive Local Exchange Carriers (CLECS) for alternate data and Internet Services. All charges with respect to providing this service will be billed and paid separately by the Residential Unit owners. Commercial Unit will separately subscribe and pay for service.

All charges related to data and internet services in residential common areas, including but not limited to residential lobby, tenant lounge and exercise room will be borne by the Residential Unit owners, as provided in the Condominium Budget.

7) Drains Cast iron roof and area drains, which will discharge through internal cast iron leaders into Building storm drains will be provided for all roof, yard and terrace areas.

E) <u>SUB-SOIL CONDITIONS</u> A Geotechnical Evaluation Report dated September 2, 2015 was prepared by URS. The sub soil strata consists of five feet of fill, then

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

black-brown medium to dense coarse to fine sand with varying amounts of silt and clay all the way down to hard, fresh to moderately weathered gray schist. The bedrock is about 80 to 85 feet below grade. Ground water conditions were observed at about 12-14 feet below grade. Underpinning was performed under 574 Broome, which is to the west of the site.

Recommended foundation types were mat or drilled mini pile foundation. Selected foundation type was drilled mini pile foundation. Drilled mini piles consist of 9 5/8" diameter steel casing with a minimum of 10 feet rock socket.

During the construction, dewatering was to be controlled locally. However, for the elevator pit area a cofferdam was to be built to allow the installation of deeper pile cap and shear walls within that area.

The site is located within the *Flood Zone AE* as per PFIRM 3604970182G map provided by NFIP.

F) LANDSCAPING

1) Planting, Grass — There will be a landscaped yard in the rear of the building featuring a maple tree surrounded by grass and small plantings. Second floor terrace will have various planters containing small potted plans, bushes, and small trees.

2) Street Trees: — As per zoning requirements, the development lot requires three (3) street trees. The zoning lot including the development lot requires 13 Trees (7 Street Trees on Broome Street; 4 Street Trees on Varick Street; and 2 Street Trees on Dominick Street). The development lot will comply with this requirement for Street Trees by having one of them planted off-site and two of them in front of the building, as per regulations. The remaining Zoning Lot will provide Street Trees as required.

3) Enclosures — The landscaped yard will be surrounded by an 8 feet high wall along east and south lot lines. The one story retail space and rear yard mechanical enclosure are on the western border of the open space. All walls are clad with same lightweight, aluminum honeycomb reinforced ceramic panels. The rear yard mechanical space will screened with 13.5 feet high walls as required by Zoning Resolution of NYC.

G) BUILDING SIZE

1) Total Height: — The Building is approximately 317.0 feet in height from Flood-Resistant Construction Elevation (FRCE) to the top of the highest bulkhead.

2) Cellar: — There is a cellar floor with varying ceiling heights.

3) Number of Floors: — There are 25-floors, including the Ground Floor (1st-floor), but not including the bulkhead.

4) Equipment Rooms: — Equipment rooms are located in the Cellar, as well as in the rooftop mechanical equipment rooms within the bulkhead.

5) Parapet / Railing Assemblies: — The parapet and/or railing assemblies will extend a minimum of 3'-6"

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

above finished roofs.

H) OCCUPANCY

1) Cellar	14 Storage Units, Mechanical Rooms, Laundry, Residential Amenities, Bike Storage
2) Ground	Residential Lobby, One Commercial Unit
3) Floor 2	Tenant Lounge
4) Floors 3-25	54 Residential Units
5) Roof	Mechanical Equipment
6) Bulkhead Level 1	Mechanical Equipment
7) Bulkhead Level 2	Mechanical Equipment

I) STRUCTURAL SYSTEM

1) Foundation

Piles: The piles are 9.625" diameter steel pipes with a min wall thickness of 0.545". The piles will also be reinforced with 1#14 continuous plus 7#10 at socket grade and filled with 5000 psi grout. The rock socket is to be minimum 10'-0" deep in rock 1c or better.

The cellar slab is a 30" thick mat with steel reinforcement on the top and bottom in running in both the north-south and east-west directions.

Reinforced concrete foundation walls, columns and shear walls are to be supported on concrete pile caps.

The Foundation walls are designed to withstand both lateral soil pressures and groundwater (hydrostatic) pressures.

The below pile caps and mat including foundation walls will be waterproofed to grade with sheet waterproofing.

Under all pile caps/footings and mat slab Grace's Preprufe 300 R membrane waterproofing will be used. This membrane will be placed over 3" minimum mud slab and all overlap joints will be sealed with Preprufe tape.
For all foundation walls and vertical surfaces: a. where lagging exists, Preprufe 160 R was used; b. where the wall exposed, Bituthene Membrane plus a drainage mat was used. All overlap joints were sealed with Preprufe tape. All waterproofing work will be performed by an installer who is approved by the manufacturer Grace.

2) Superstructure:

The building gravity system is constructed of reinforced concrete 8" flat plates, beams and columns.

The lateral wind and seismic forces are resisted by reinforced concrete shear-walls.

The roof parapet of is constructed of 12" thick reinforced concrete.

The building marquees are constructed with wide flange steel beams.

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

No asbestos containing material will be used in the construction of the superstructure.

3) Wall Construction: The exterior wall makeup will be a combination of a rain screen system and curtain walls, which are designed to prevent water penetration. Rain screen façade consists of lightweight, aluminum honeycomb reinforced ceramic panels installed on a composite sub-frame supported by 2 types of back-up walls; one consisting of 6" CMU masonry with insulation and 5/8" gypsum wallboard finish and the other consisting of 6" metal studs, sheathing, insulation and 5/8" gypsum wallboard finish. All systems are New York State energy code compliant. No drywall material containing "Sulfide" has been used within the building. Demising walls are all insulated and have a better STC rating than 45. All exterior walls and appurtenances will be inspected every 5 years and a technical façade report shall be electronically submitted to Department of Buildings under Façade Inspection and Safety Program. (FISP)

4) Windows: Exterior windows in Residential Units will be a structurally glazed curtain wall system, consisting of aluminum thermal-break awning type windows with double-pane insulated glass, caulked where necessary, and spandrel panels with same glass and back-painted panes. The curtain wall will be a Schüco Curtain Wall System or equal in quality and design. The Manufacturer is to provide a ten (10) year warranty. The installer's warranty is for two (2) years from the time of acceptance of installation. The curtain wall will be installed as per manufacturer's specifications. Operable windows with installed limit stops are provided that meet and or exceed NYC Code requirements for "Light and Air."

5) Lot Line Windows: Lot line windows where indicated on the Unit plans are compliant with permitted area or opening and distance to lot line as per New York City Building Code. Lot line windows within 60' feet distance from the highest point of westerly adjoining property are protected by an approved water curtain using automatic sprinklers approved for that use. The sprinklers and water curtain shall be installed in accordance with NFPA 13, as modified in Appendix Q of NYC Building code.

6) Storefront: A custom aluminum storefront system with internal steel reinforcing will be installed on the first floor of the Building. It will utilize the same double-pane insulated glass system to match the rest of the building and will be manufactured and installed by the same contractor as the curtain wall.

7) Parapets and Copings: Parapets will consist of the same light weight stone rain screen panels as the typical exterior walls. They are backed up by reinforced concrete curb walls with a natural stone coping, with extruded aluminum and tempered glass rails where required, all secured with anchors to the structure. Minimum height of parapets is 3'-6" to top of railing. All exterior metal, including fasteners, is corrosion resistant.

8) Chimneys and Caps: The Building will have a trash compactor and 16ga steel rubbish chute with explosion vents and metal flashing collars. The chute will be metal enclosed in a concrete block shaft with 1 1/2 hour rated doors at every opening. The compactor room is located in the Cellar for the

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

Residential Units.

Bathroom and kitchen vents will be provided with central fan systems exhausting to the exterior where required. All kitchens within the Residential Units located on 13th to 25th floors and kitchens in Residential units 7B to 12B will be mechanically ventilated even though there is an operable window providing fresh air into the kitchen.

There are a total of 8 exhaust/intake vents serving the boilers and hot water heaters located on the Mechanical Bulkhead Level 2. All exhaust vents are 1738 UL rated AL 29 stainless steel. The combustion air intake ducts are galvanized steel. The classification of the chimney system is low and it has a double wall construction. The Manufacturer is MetalFab and the clean-out location is on the bottom. There is no backdraft and bird grill protection provided.

9) Rooftop Terraces

Portions of the roofs at the 13th, 15th and 24th floors will be used for private terraces. Rooftop terraces will be provided to the following units:

Floor # :	Unit #:
13	A
15	B
24	PH-A

There will be also a residential common element terrace on 2nd floor, accessed through Tenant's lounge, for the use of all tenants.

These terraces are constructed of poured-in-place concrete slabs and will be finished with exterior grade wood pavers over a fluid applied membrane roofing system, which will be the same as the main roof of the building. The manufacturer of the roofing system will be Siplast or an approved equal. Doors to terraces will be aluminum and glass doors.

Each terrace will have the following:

- Galvanized cast dome iron roof drains
- A non-freezing wall hydrant
- GFI receptacle
- Exterior lighting at units
- Code compliant parapets and railings

10) Exterior Entrances:

All exterior entrances shall be built free of tripping hazard and will be ADA compliant.

(i) Primary Residential Entrance: A Residential Unit Lobby entrance located on Broome Street will have 2 custom-built doors in a series with Dorma hardware or equal. All door frames will have metal trim and double pane, insulated, tempered glass.

There will a mailbox installed per USPS guidelines for each unit, accessed through residential lobby towards rear. The manufacturer is Florence Manufacturing Company.

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

There is a marquee spanning over primary residential entrance and service entrance. The marquee has a steel structural frame and clad with same lightweight, aluminum honeycomb reinforced ceramic panels as the rest of the building.

The lighting of all entrance areas and residential lobby is achieved through overhead lights installed in the ceiling and recessed lights installed in walls.

(ii) Terrace doors in 13th, 15th and the rear terrace at 24th floors will be thermally broken aluminum doors manufactured by Schüco, with double pane, insulated, tempered glass.

(iii) Terrace Doors on the second and front terrace on 24th floors will be thermally broken aluminum folding doors manufactured by LaCantina, with double pane, insulated, tempered glass.

(iv) Commercial Unit Entrance: A single door commercial unit entrance will have thermally broken aluminum door manufactured by Schüco, with double pane, insulated, tempered glass.

(v) Exterior stairwell and roof access doors: Painted flush panel, hollow metal,1-3/4" thick, 1½ HR fireproof, self-closing doors with metal frames will be provided at all roof level doors.

11) Service Entrance: The service entrance to the Residential Units is located on Broome Street and will have thermally broken aluminum door manufactured by Schüco, with double pane, insulated, tempered glass.

12) Roof and Roof Structures: The roofing system will be an Insulated Roof Membrane Assembly (IRMA) comprised of hot/fluid-applied rubberized waterproofing installed below drainage mat, extruded polystyrene board with an R-25 rating average, with concrete roof pavers. All roofs will be pitched to the roof drains by using tapered rigid insulation. The roofing system is New York State Energy Code compliant. The manufacturer of the roofing system will be Siplast or an approved equal.

Stair, elevator and mechanical equipment bulkheads will be constructed of stucco on back-up concrete block or cast in place reinforced concrete structure, and conventional roof system. Eastern and southern facades of the bulkhead will have the rain-screen system on cast in place reinforced concrete walls. Mechanical equipment screening as required by NYC Zoning Resolution will be provided for all mechanical equipment either in form of perforated metal panels or painted aluminum grating.

A metal stair will be provided to access mechanical bulkhead levels at the Main Roof Level. A caged ladder will be provided to access bulkhead level from Mechanical Bulkhead Level 2.

All roof flashing will be as follows: reinforced fluid applied base flashing, fluid-applied water-proofing membrane, stainless steel counter-flashing, and fluid applied drain flashing.

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

All roofs will also have a manufacturer's 20 year warranty covering every component in the system, including removal and replacement of pavers, filter fabric, insulation, and drainage layer.

13) Yards and Courts:

There will be a rear yard on ground level and the terrace at the 2nd Floor. The rear yard will accessible through residential lobby and the terrace at second floor will be accessed from the tenant lounge. While the rear yard will feature a mix of low vegetation and wood tile pavers as paving, the second floor will only have wood tile pavers. Both open areas will wicker outdoor furniture.

14) Interior Stairs:

There are two main fire emergency egress stairs in the building. The stair enclosures will be constructed of reinforced concrete and/or concrete block providing a minimum 2 hour rating and will be painted. Risers and treads will be constructed with reinforced concrete poured on site. Painted steel tube handrails will be provided.

15) Interior Doors/Frames:

The entrance door to each Residential Unit will be 1 3/4" thick, self-closing, 1-1/2 hour rated, solid core wood, STC 35, with 1-1/2 hour rated solid wood frames and non-combustible stone saddles. Interior doors within the Residential Units will be flush panel 1-3/4" solid core wood doors with wood frames and, wood or stone saddles as per the door schedule.

All public corridor doors and frames will be painted flush-panel hollow metal doors. Stair hall doors and frames will be painted hollow metal, 1-3/4" thick, self-closing, 1-1/2 hour fire rated, with non-combustible saddles.

All roof access and cellar doors and frames will be painted flush-panel hollow metal, 1-3/4" thick, F.P.S.C. 1-1/2 hour rated with non-combustible saddles with the doors to Laundry Room having wire-glass vision panels.

The entrance door and frame to each of the Storage Units at the Cellar Level will be metal and metal mesh and have metal and metal mesh dividers.

16) Dry Floodproofing

The building will comply with the applicable requirements in Chapter G3 of NYC Building Code and ASCE 24. All building entrances and egress exits below FRCE will be dry floodproofed to the elevation 12' above sea level.

The residential service entrance/emergency egress door and the commercial unit egress door will be protected by log-type metal flood barriers that are mounted on the sidewalk and building façade.

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

All dry floodproofing equipment will be stored at cellar level. The flood proofing and maintenance plan, shown in Appendix XX will be posted permanently in at least two conspicuous locations within the building.

A restrictive declaration noting the flood proofing restrictions is filed with the city register under CRFN Number 2015000357875.

17) Exterior Window Cleaning

The windows will be cleaned periodically using a Davit system, which will be equipped with fixed bases at each roof or terrace and portable arms stored on site. The Davit System requires access to Limited Residential Common Elements (Terraces) during cleaning.

18) Elevators

There will be one passenger elevator (P1) and one combination passenger/service elevator (PS2) will stop at all floors up to 25th floor. Elevators P1 and PS2 will use overhead gearless traction type machines. Elevator P1 will have 2,000 pound or larger (13 people) lifting capacity. The passenger elevator doors will be single speed automatic side opening type. Elevator PS2 will have 2,500 pound or larger (17 people) lifting capacity. The passenger/service elevator doors will be single speed automatic side opening type.

The elevator machine room will be located at Mechanical Penthouse Level 1. In case of an emergency where the Elevator Lobby or Elevator Machine Room Smoke Detector is activated, Fire Alarm Control Panel will recall both elevators to ground level and bring them to Fire Command Mode for Fire Department use. Both elevators have emergency power back-up from the generator located at Main Roof level.

The manufacturer of the elevators will be either ThyssenKrupp Elevator Company or another one no less equal in quality and design.

19) Elevator Cabs

A manufacturer for the interior of passenger elevator cabs will be either ThyssenKrupp Elevator Company or another one no less equal in quality and design. Each elevator cab will be equipped with an emergency telephone and a CCTV camera, which is connected to Security System monitors located at Concierge Desk.

The finishes for the passenger elevator cabs will be as follows:
Walls: South, East and West walls of the elevators will be back painted (black) tempered glass. The north (control) walls of the elevators will be blackened stainless steel.

Floor: Epoxy terrazzo poured on site.

Ceiling: Luminous Ceiling, which will provide the general lighting for the each cab.

J) AUXILIARY FACILITIES

1) Refuse Disposal:

The refuse chute will be located off the public corridor at the service vestibule on the residential floors. The refuse chute will discharge into a compactor located at the Cellar Level; Compactor model is Wilkinson Hi-

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

Rise–45K, which will have a chamber capacity of 0.26 cu. Yds. Building personnel will then take compacted refuse to the street via elevator for pickup up by NYC Dept. of Sanitation. The compactor when installed will receive all necessary government approvals.

2) Laundry Room:

A Laundry Room will be located at the Cellar Level serving the Residential Units. The laundry room will contain one large capacity washer (ASKO Model W8844XLW or no less equal in quality and design) and one large capacity electric dryer (ASKO Model T884XL or no less equal in quality and design).

The electric dryer will be vented by an exhaust fan to the exterior. Utility charges for the laundry room will be part of the Residential Common Expenses and will be allocated to each Residential Unit as noted in the First Year's Budget in the Offering Plan.

All Residential Units will have their own clothes washer and electric dryers. The dryers in the units on the floors 3 to 12, with the exception of units 7B to 12B, will be ventless. The dryers in the units on the floors 13 to 25 and in the units 7B to 12B will be vented through exhaust ducts, which terminate at Main Roof level.

3) Residents' Fitness Center

The Residents' Fitness Center, to be located in the Building on the Cellar level of approximately 1,537 sf, will be accessible from the public corridor. The Residents' Fitness Center will include an accessible toilet room, a storage closet and will be furnished with stationary bikes, treadmills, weight training machines, free weights and bench. The Residents' Fitness Center will be for residential occupants only. It will be part of the Residential Common Elements and the costs and expenses to operate and maintain the facility will be included in the Residential Common Expenses. The maximum capacity of occupants at any given time cannot exceed 31 people.

4) Tenant's Lounge

Tenant's Lounge to be located in the Building at the 2nd Floor, which will be approximately 717 SF, accessible from the public corridor and incorporate an accessible toilet room and a pantry. The pantry will be equipped with a sink, a dishwasher, a fridge, a speed oven and a coffee maker. The countertop and its backsplash will be white quartz.

The lounge will contain a TV, a fuzz-ball table, a table tennis, cabinets for storage and a seating area with various furnishings. The tenant lounge will also have a direct connection to an outdoor terrace, which is approximately 290.8 SF in area.

5) Bicycle Storage Room:

The Bicycle Room, approximately 406 SF and with a minimum storage capacity of 27 bikes to be located at the Cellar Level and accessible from the public corridor, will have racks to store bicycles. This facility will be for residential occupants only. The Bicycle Room will be part of the Residential Common Elements and the costs and expenses to operate and maintain the facility will be included in the Residential Common Expenses.

6) Package Room:

A Package Room will be located at the west side of the Residential Lobby.

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

K) PLUMBING & DRAINAGE

1) Water Supply:

4" domestic water service with a curb value connection to the city water main on Broome Street.

A 6" fire service with a curb valve connects to the city water main on Broome Street.

Each service is provided with a backflow preventer.

The cold water distribution supplied via water booster pump system.

- Minimum available water pressure: 30 psi.
- Water booster pump system: SICO Ultra 2300 Triplex

Water pressure booster system. Two (2) Grundfos Model is CR 20-8, 20 HP each and 1-Grundfos Model CR10-13, 10 HP with 185 gallon 150 psi tanks. Warranty: 1 year.

There is domestic cold/hot water supplied to the apartments.

The domestic hot water temperature to all fixtures is 120 deg. F.

Flow conservation devices provided on all water supplies to all showers.

Backflow preventer and vacuum breakers provided as required to protect the domestic water supply.

The cold and hot water piping uses copper Type L with 95-5 solder joints. All piping will be insulated to comply with NYS ECC and any other applicable code requirements

All water risers provided with control valves.

The water pressure in the domestic water system limited to 80 psi by means of pressure reducing valve.

Water conservation plumbing fixtures will be provided.

2) Fire Protection System:

The 6" fire service from Broome Street supplies the fire protection system.

Combined Sprinkler/standpipe riser located in the stair and serves the sprinkler system on each floor. The pipe material is black steel. Sprinklers provided throughout the building as per code.

In all finished areas without ceilings, upright heads provided. In all finished areas with hung ceiling, the heads flush type concealed heads with plates. Approved sidewall type heads are also provided.

The sprinkler system designed for light and ordinary hazard occupancy.

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

The secondary source of water supply provided from the sprinkler system flush type Siamese facing Broome Street.

3) Sanitary Sewage System: Complete Sanitary drainage system conveys all soil and waste from plumbing fixtures, drains and equipment. The sanitary system is designed for gravity flow through vented branches, stacks, and building drains. Note: Sanitary piping serving fixtures on the cellar level are connected to a sewage ejector pump and then discharged into the main sanitary sewer to the street sewer. The duplex sewer ejector pump set: Federal Pump: VSA-4F-1-4, 125 GPM, 20' HD, 1 HP each. Warranty: 1 year.

Sanitary piping above ground cast iron piping with no-hub fitting pipe.

The sanitary drainage flows to the city public sewer system.

4) Storm Drainage System: A storm water drainage system, which consists of 17 roof and area drains, conveys storm water drainage from the building roof, and all paved areas. Note: A detention tank is provided for the storm water system prior to discharge to the combined sewer connection to the street main. Detention tank shall be constructed of concrete.

There shall be drains for each roof or paved drainage area.

The piping material shall be cast iron with no-hub joints.

5) Permits Required: All permits will be obtained by the plumbing and sprinkler contractors.

i. Plumbing, sewer, water and gas

ii. Sprinkler

L) HEATING

1) Domestic Hot Water Heating: Domestic hot water for each apartment is generated by central gas hot water heaters. The central domestic hot water heating system includes a recirculating hot water pump. An aquastat operates the water heaters to maintain set point supply temperature of 120 F. There are 2-Domestic Hot Water Heaters (LAARS Model: PNCV-1000), both of which come with 1 year of warranty System also includes a 500 gallon storage tank.

2) Space Heating: The heating system is designed to maintain a temperature of +/- 72 deg.F. indoors; when outdoor temperature is 10 deg.F.

The primary heating system is via ceiling mounted fan coil unit that include a hot water coil

There are (2) gas fired boilers (Manufacturer-model: LAARS: PNCH - 2000) which will generate hot water and distribute via a pump to the hot water coil in each fan coil unit. Each boiler's efficiency is 85%. The boiler will also have 1 year of warranty.

Control of boiler: Tekmar 274.

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

Pump: Tekmar 132

Supplemental Heating is via electric baseboard radiators located at the perimeter. Each radiator is controlled by a built-in thermostat.

M) GAS SUPPLY

Gas utilized for cooking, space heating and domestic hot water heaters. will be supplied by Consolidated Edison via a new 4" gas service connection.

Type - natural gas

Meters – 2

Piping - black steel

There are a total of (2) gas meters: (1) gas meter for space heating boilers, domestic hot water heaters and generator. The other gas meter is for cooking and gas dryers.

2 gas boosters are provided: Compac Model: HB3314-UPS and Compac Model: HB-3314-1/2-SEQ-N4

N) ELECTRICAL SYSTEM

Electric Service to the building is provided by Con Edison Company at 120/208 Volt, 3 Phase, 4 Wire, 60 Cycles to 4000 Amp electrical distribution switchboard located at cellar electric service room.

Electric service to commercial unit is from a 400 Amp, three phase, 120/208 Volt Con Edison Company meter and fused disconnect switch.

During outages and emergencies, a gas fired generator which connects to the Con Edison gas utility service will provide power for the following emergency systems: Fire alarm system, emergency lighting, sewage ejector, water booster pump, elevators, gas booster, stair lighting, elevator auxiliary circuits and smoke purge fan.

Electric service to each apartment is from a 200 Amp, single phase, 120/208 Volt Con Edison Company meter and fused disconnect switch.

Apartment panels at each apartment are rated at 225 Amp, single phase, 120/208 Volt, circuit breaker type. The average number circuits per apartment will be as follows:

1 Bedroom Units: 30 Circuits
2 Bedroom Units: 42 Circuits
3 Bedroom Units: 60 Circuits
Apartment panels are of adequate capability to accommodate lighting, convenience and appliance outlets in compliance with 2014 National Electrical Code.

All lighting within dwelling units will be provided through lighting fixtures with LED lamps, either surface mounted or recessed in the gypsum ceilings. All habitable rooms will have either switched fixtures or switched

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

receptacles.

O) TELECOM, INTERCOM, DATA &SECURITY

Telephone: Telephone service will enter the building at cellar level from Broome Street. It will be then distributed through risers and sleeves throughout the building. Each Residential Unit will receive telephone service through wires and fiber running between a multimedia/wiring consolidation enclosure in the Unit and the telecom room located on the Cellar Level, which will enable the Unit Owner to obtain telephone and cable television service at the Unit Owner's expense.

Commercial unit will be provided with similar wiring, which will enable the commercial tenant to obtain telephone and cable television service at the tenant's expense.

Intercom: An 'Idor' or equal brand video intercom system will be installed throughout the residential portion of the building, which will enable each residential unit occupant to communicate with concierge desk using the dedicated video intercom.

Television Reception: All residential units will be pre-wired with co-axial and network cabling. Additional equipment such as control boxes or statin changers will be provided by Timer Warner Cable or Verizon. The Building will not be equipped with a master television antenna system.

Data: All data receptacles in the Residential Units will be wired with Category 5e or 6 copper cabling which runs to a Carrier Provided NID box located within the Residential Unit. There are pathways and cabling from the Residential Unit to the telecom room located on the cellar Level. These cables and pathways will allow the Residential Unit owners/tenants the ability to subscribe to internet service providers which have been granted access to the building. All charges with respect to providing internet or any other data service will be paid separately by the owners/tenants of such Units.

Security: The building will be equipped with a closed circuit security camera system monitoring common areas of the building, with viewing equipment located at concierge desk. The cameras are capable of covering immediate area around their location and will not necessarily cover all of the areas involved.

P) AIR CONDITIONING

All units, residential lobby, amenity spaces, back of house and mechanical areas are served by dedicated air handlers that connect to the chillers and boilers. A schedule of air handlers are given in the Fan Coil Unit Schedule below. The public corridors connecting to egress stairs are served by 2 dedicated self-contained roof top units located at Bulkhead level. (Manufacturer: AAON RN-010, RN-015 or equal)

Cooling system designed to maintain a temperature of +/-76 degrees F indoor when outdoor temperature is 89 deg.F.

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

Ceiling mounted fan coil units that include a chilled water coil supply condition the air to the space to satisfy set point space temperature.

Chilled water is generated by air-cooled chillers located at the roof level. There are no cooling towers or other condensers than the systems described above.

Quantity/Model of Chillers:

(8) PACVMO300D3-MM-FC, (2) PACVMO300D3-MM-FC and (2) FC-080

Manufacturer: Arctichill

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

FAN COIL UNIT SCHEDULE (INTERNATIONAL ENVIROMENTAL AS STD.)

SYMBOL	TYPE	MODEL NO.	CFM	EXT. S.P. IN.W.G.	FAN SPEED	COOLING CAPACITY E.A.T. (°F) DB	COOLING CAPACITY E.A.T. (°F) DB	COOLING CAPACITY BTUH TOTAL	COOLING CAPACITY BTUH SENS	COOLING CAPACITY GPM	COOLING CAPACITY E.W.T. (°F)	HEATING CAPACITY HOT WATER COIL E.A.T. (°F)	HEATING CAPACITY HOT WATER COIL MBH	HEATING CAPACITY HOT WATER COIL GPM	HEATING CAPACITY HOT WATER COIL E.W.T. (°F)	HEATING CAPACITY HOT WATER COIL ROWS COIL
AHU-3-4, 4-4,5-4,6-4 15-4,16-4, 17-4, 18-4, 19-4,20-4, 21-4,-22-4, -23-4,-C-2,	CEILING SUSPENDED (HORIZ.TYPE)	HPY06	435	0.35	MED	75	62.5	12,376	10,432	2.5	45	70	17,630	1.8	180	
AHU-7-1, 8-1,9-1, 10-1,11-1, 12-1,7-4, 8-4,9-4, 10-4,11-4, 12-4,7-5, 8-5,9-5, 10-5,11-5, 12-5,13-1, 14-1,13-4, 14-4,15-1, 16-1,17-1, 18-1,19-1, 20-1,21-1, 22-1,23-1, 24-2,25-2, 24-3,25-3	CEILING SUSPENDED (HORIZ.TYPE)	HPY08	560	0.35	MED	75	62.5	17,005	13,883	3.4	45	70	23,362	2.4	180	
AHU-3-1, 4-1,5-1,6-1, 3-5,4-5,5-5, 6-6,7-7,8-7, 9-7,10-7, 12-7,15-3, 16-3,17-3, 18-3,19-3, 20-3,21-3, 22-3,23-3, C-3, C-4	CEILING SUSPENDED (HORIZ.TYPE)	HPY12	785	0.35	MED	75	62.5	25,330	20,129	5.0	45	70	33,668	3.4	180	
AHU-3-2, 4-2,5-2,6-2, 3-3,4-3,5-3, 6-3,3-6,4-6, 5-6,6-6,7-2, 8-2,9-2, 10-2,11-2, 12-2,7-3, 8-3,9-3, 10-3,11-3, 12-3,7-6, 8-6,9-6, 10-6,11-6, 12-6,13-5, 14-5,13-3, 14-3,15-2, 16-2,17-2, 18-2,19-2, 20-2,21-2, 22-2,23-2, 15-5,16-5, 17-5,18-5, 19-5,20-5, 21-5,22-5, 23-5,24-1, 25-1,-C-1, L-1, C-5, C-6, C-7, TL-1	CEILING SUSPENDED (HORIZ.TYPE)	HPY14	985	0.35	MED	75	62.5	30,359	24,657	6.0	45	70	41,513	4.2	180	

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

Q) VENTILATION

Each bathroom is provided with an exhaust that connects to a central exhaust riser that includes an exhaust fan on the roof.

All kitchens with the exception of kitchens located on floors 3 thru 6 are provided with an exhaust that connects to a central kitchen exhaust riser.

All equipment rooms are provided with a ventilation system that includes tempered supply air and exhaust.

FAN SCHEDULE — BASED ON GREENHECK OR OTHERWISE NOTED

FAN DESIGNATION	LOCATION	SERVICE	CFM	STATIC PRESS (INCHES)	ELEC. CHAR. (VOLTS/PH/Hz)	MODEL No.	MOTOR (HP)	FAN TYPE	CONTROL	REMARKS
TX-01	ROOF	BATHROOM	1960	1.25	120/1/60	GB-141	1/4	CENTRIFUGAL	TIMER	
TX-02	ROOF	BATHROOM	2100	1.5	120/1/60	GP-141	1/4	CENTRIFUGAL	TIMER	
TX-03	ROOF	BATHROOM	910	0.75	120/1/60	GB-101	1/4	CENTRIFUGAL	TIMER	
TX-03A	ROOF	BATHROOM	770	0.75	120/1/60	GB-101	1/4	CENTRIFUGAL	TIMER	
TX-04	ROOF	BATHROOM	1680	0.75	120/1/60	GB-121	1/4	CENTRIFUGAL	TIMER	
TX-04A	ROOF	BATHROOM	700	0.375	120/1/60	GB-101	1/4	CENTRIFUGAL	TIMER	
DX-01	ROOF	DRYERS	1800	0.5	208/3/60	MEF25	1	CENTRIFUGAL	TIMER	US DRAFT CO.
DX-02	ROOF	DRYERS	1500	0.5	208/3/60	MEF25	1	CENTRIFUGAL	TIMER	US DRAFT CO.
DX-02A	ROOF	DRYERS	1350	0.75	208/3/60	MEF25	1	CENTRIFUGAL	TIMER	US DRAFT CO.
GX-1	FIRST FLOOR SETBACK	M.E.R. EXHAUST	1810	0.75	120/1/60	GB-101	1/4	CENTRIFUGAL	TIMER	
GX-2	ROOF	TRASH ROOM	1300	0.75	120/1/60	GB-101	1/4	CENTRIFUGAL	TIMER	
GX-3	FIRST FLOOR SETBACK	EXERCISE ROOM EXHAUST	400	0.75	120/1/60	GB-071	1/6	CENTRIFUGAL	TIMER	
SF-1	CELLAR	M.E.R.	1300	0.5	120/1/60	BCF-110	1/4	IN-LINE	THERMOSTAT	
SF-2	CELLAR	AC-C-2 AC-C-3	400	0.375	120/1/60	BCF-106	1/6	IN-LINE	THERMOSTAT	
SF-3	CELLAR	AC-C-2 AC-C-3	400	0.375	120/1/60	BCF-106	1/6	IN-LINE	THERMOSTAT	
KX-01	ROOF	KITCHEN	5200	1.25	208/3/60	MEF-50	5	CENTRIFUGAL	TIMER	US DRAFT CO.
KX-02	ROOF	KITCHEN	2800	0.5	208/3/60	MEF-35	3	CENTRIFUGAL	TIMER	US DRAFT CO.
KX-02A	ROOF	KITCHEN	3400	0.75	208/3/60	MEF-35	3	CENTRIFUGAL	TIMER	US DRAFT CO.
GX-4	FIRST FLOOR SETBACK	LAUNDRY	200	0.5	120/1/60	GB-071	1/6	CENTRIFUGAL	TIMER	
TX-05	FIRST FLOOR SETBACK	BATHROOM	100	0.375	120/1/60	GB-071	1/6	CENTRIFUGAL	TIMER	
SMK-1	ROOF	STAIRWELL	6800	1.4	208/3/60	AX-47-190-04-22-M50	5	IN-LINE	MANUAL	

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

R) PUBLIC AREA LIGHTING

All common areas of the building, including but not limited to residential & service entrance, will be lit adequately.

Public area lighting will comply with applicable building codes.

S) RECREATION FACILITIES:

Indoor and outdoor recreation facilities available for building occupants are described in Article J under Auxiliary Facilities.

T) TENANT'S STORAGE:

A tenant's storage room is provided at cellar level, which consists of 14 storage units subdivided by a metal wire mesh portioning system.

U) VIOLATIONS

None

V) PERMITS & CERTIFICATES:

Following permits are to be obtained:

Demolition
New building (DOB# 121186563)
Plumbing & sprinkler
Elevator
Builders Pavement Plan
Electrical
Sidewalk Closing
Crane
Site Connection
Tree Planting / Removing
Container
Fence

Following inspections are to be performed:

Concrete Construction
Concrete Test Cylinders
Concrete Design Mix
Masonry Construction
Soils: Site Preparation
Soils: Investigations (Boring/Test Pits)
Wall Panels, Curtain Walls and Veneers
Mechanical Systems
Structural Safety during Construction Operations
Site Storm Drainage Disposal and Detention Facilities
Sprinkler System
Standpipe System
Heating Systems
Fire Resistant Penetration and Joints
Aluminum Construction
Seismic Resistance
Excavation - Sheeting, Shoring and Bracing

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

Footing and Foundation
Energy Code Compliance Inspection
Fire-Resistance Rated Construction
Flood Zone Compliance

Following recurring inspections are to be performed after the building is in operation:

INSPECTION	OCCURANCE
Backflow Prevention Inspection	Annually
Building Boiler Inspections	Annually
HPD Building Registrations	Annually
Modular Chiller Certificate of Qualification	Annually
Elevator Inspection CAT 1	Annually
Elevator Inspection CAT V	Every 5 Years
Local Law Façade Inspections	Every 5 Years
Fire Safety Plans and Notices	Annually
Sprinkler System Maintenance	Monthly
Sprinkler Annual Flow Test	Annually
Standpipe Sprinkler Test	Every 5 Years
Fire Alarm System Inspection	Quarterly
Emergency Generator Power Systems Inspection	Weekly
Emergency Generator Power Systems Testing	Monthly
Emergency Generator Transfer Switches Testing	Monthly
Waste Compactor and Sprinkler Test	Monthly
Window Guard Notices	Annually
Water & Energy Benchmarking	Annually

As per Labor Law Section 900, no asbestos containing materials may be installed in any construction in NYC.

W) RESIDENTIAL UNIT INFORMATION

There will be 54 Units.

Ceiling heights are 10'-11 1/2" (typical).
Ceiling heights at kitchens, bathrooms, and hallways for floors 3 through 25 are 9'-6" (typical).

At beam drops, below-terrace/roof portions of ceilings and/or where there are concealed mechanical pipes or ducts or dropped ceilings, heights may be lower than the above stated heights and also may vary slightly from room to room.

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

The types of Residential Units, together with the type and number of rooms in each of the same, are as follows. The number of rooms does not include kitchens. A '0.5 (half) bathroom' is without a shower or bathtub.

SCHEDULE OF UNIT TYPES

TYPE/ROOMS	ROOMS/BATHS	UNIT	FLOOR(S)
1 BEDROOM			
1 Bedroom, Living Room, Kitchen, 1 Bath	2/1	B	3-6 Floors
		A,C	7-12 Floors
2 BEDROOM			
2 Bedrooms, Living Room, Kitchen, 2 Baths	3/2	A,C	3-6 Floors
2 BEDROOM			
2 Bedrooms, Living Room, Kitchen, 2.5 Baths	3/2.5	A,B	13-23 Floors
3 BEDROOM			
3 Bedrooms, Living Room, Kitchen, 3 Baths	4/3	B	7-12 Floors
3 BEDROOM			
3 Bedrooms, Living Room, Dining Room, Kitchen, 3 Baths	5/3	PH-A, PH-B	24-25 Floors

SCHEDULE OF FIXTURES AND APPLIANCES

Subject to Sponsor's right to make substitutions of no less equal in quality and design, the Residential Units will be equipped with the following fixtures and appliances:

APPLIANCE/FIXTURE	DESCRIPTION / MAKE OR MODEL	UNIT	FLOOR(S)
Dishwasher	Miele G4970SCVI	ALL	3-25
Electric Convection Oven	Miele H6280BP	ALL	3-23
Electric Convection Oven	Miele H6680BP	ALL	24-25
Gas Cooktop	Miele KM3464G	ALL	3-23
Gas Cooktop	Miele KM2355G	ALL	24-25
Range Rood	Miele DA3486	ALL	3-23
Range Rood	Miele DA3496	ALL	24-25
Microwave/Speed Oven	Miele H6200BM	ALL	3-23

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

Microwave/Speed Oven	Miele H6600BM	ALL	24-25
Refrigerator	Miele KFN9855iDE	ALL	3-23
Refrigerator	Miele KFN9955iDE	ALL	24-25
Wine Cooler	Miele KWT6322UG	ALL	24-25
Kitchen Sink	Elkay ELGU2522	ALL	3-25
Kitchen Faucet	Zucchetti ZP1266.195EN1	ALL	3-25
Kitchen Cabinets	Custom MDF Cabinets with Stained White Oak Veneer	ALL	3-25
Kitchen Backsplash	Natural Stone	ALL	3-25
Kitchen Countertops	Crystallized Glass Ceramic	ALL	3-25
Garbage Disposal	Insinkerator Evolution Series	ALL	3-25
Clothes Washer	Blomberg WM77120	ALL	3-25
Clothes Dryer	Blomberg DV17542	C(7-12) All (13-25)	7-25
Clothes Dryer	Blomberg DHP24412W	All(3-6) A,B(7-12)	3-12
Water Closet	Duravit 255709	ALL	3-25
Lavatory	Alape	ALL	3-25
Shower	Custom	ALL	3-25
Bathtub	Duravit Vero 700134000000090	C(3-6), B(3-12) All (13-23)	3-23
Bathtub	MTI Andrea 6 -96	A(3-12), C(7-12)	3-12
Bathtub	MTI Andrea 1 -91	ALL	24-25
Lavatory Faucet	Zucchetti ISY	ALL	3-25
Medicine Cabinets	Custom	ALL	3-25
Shower Fixture & Controls	Zucchetti ISY	ALL	3-25
Tub Fixture & Controls	Zucchetti ISY	ALL	3-25

SCHEDULE OF FINISHES

LEVEL	LOCATION	FLOOR	BASE	WALLS	CEILINGS
Cellar					
	Elevator Lobby	Epoxy Terrazzo	Metal	Polyester Wallcovering	Painted Gypsum board
	Exercise Room	Rubber Mat	Wood	Glass Partitions, Mirror, or Painted Gypsum	Painted Gypsum board and Painted Concrete Slab

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

	Restroom	Ceramic Tile	Ceramic Tile	Ceramic Tile	Painted Gypsum board
1st Floor	LOCATION	FLOOR	BASE	WALLS	CEILINGS
	Service Corridor	Sealed Concrete	Vinyl Wall Base	Painted Gypsum board or CMU	Kadex
	Residential Lobby	White Oak Solid Wood w/ Walnut Finish and Custom Carpet	None	White Travertine	Bronze colored, Powder-coated metal ceiling fixture
	Package Room	Epoxy Terrazzo	Vinyl Wall Base	Painted Gypsum board	Painted Gypsum board
	Elevator Lobby	Epoxy Terrazzo	Blackened Stainless Steel	Black Back Painted, Tempered Glass	Luminous Ceiling
	Mail Room	Epoxy Terrazzo	Blackened Stainless Steel	Painted Gypsum board	Painted Gypsum board
	Concierge	Epoxy Terrazzo	White Painted Metal	White Lacquer	Painted Gypsum Board
2nd Floor	LOCATION	FLOOR	BASE	WALLS	CEILINGS
	Tenant's Lounge	White Oak Solid Wood w/ Walnut Finish and Carpet	Blackened Stainless Steel or Painted Solid Wood	Black Back Painted, Tempered Glass, Wood Veneer or Polyester Wallcovering	Painted Gypsum Board
	Elevator Hall	White Oak Solid Wood w/ Walnut Finish	Blackened Stainless Steel or Painted Solid Wood	Black Back Painted, Tempered Glass, Wood Veneer or Polyester Wallcovering	Painted Gypsum Board
	Restroom	Black Granite Tile	-	Ceramic Tile	Painted Gypsum Board
	Pantry	White Oak Solid Wood w/ Walnut Finish	Painted Solid Wood	Painted Gypsum board and Stone Backsplash	Painted Gypsum Board
	Terrace	IPE Wood Tile	--	Exterior Ceramic Cladding	--
3-25 Floors	LOCATION	FLOOR	BASE	WALLS	CEILINGS
	Elevator Hall	Custom Carpet	Blackened Stainless Steel or	Black Back Painted, Tempered Glass, Wood Veneer or	Painted Gypsum Board

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

			Painted Solid Wood	Polyester Wallcovering	
	Refuse Chute Access Room	Ceramic Tile	--	Ceramic Tile	Painted Gypsum Board
	Foyer, Corridors	White Oak Solid Wood w/ Walnut Finish	Painted Solid Wood	Painted Gypsum Board	Painted Gypsum Board
	Living and Dining Rooms	White Oak Solid Wood w/ Walnut Finish	Painted Solid Wood	Painted Gypsum Board	Painted Gypsum Board or Kadex
	Bedrooms	White Oak Solid Wood w/ Walnut Finish	Painted Solid Wood	Painted Gypsum Board	Painted Gypsum Board or Kadex
	Master Bedrooms	White Oak Solid Wood w/ Walnut Finish	Painted Solid Wood	Painted Gypsum Board	Painted Gypsum Board or Kadex
	Master Bathrooms	White Marble Tile	--	Natural Stone	Painted Gypsum Board
	Bathrooms	Black Natural Granite Tile	--	Natural Stone, Ceramic Panel or Back-Painted Glass Backsplash	Painted Gypsum Board
	Powder Rooms	Natural Stone Tile	Stained Solid Wood	Mirror and Stained Wood Veneer	Painted Gypsum Board
	Closets	White Oak Solid Wood w/ Walnut Finish	Painted Solid Wood	Painted Gypsum Board	Painted Gypsum Board
	Kitchen	White Oak Solid Wood w/ Walnut Finish	Painted Solid Wood	Painted Gypsum Board, Stained Wood Veneer or Natural Stone(Backsplash)	Painted Gypsum Board
	Laundry Closet	White Oak Solid Wood w/ Walnut Finish	Painted Solid Wood	Painted Gypsum Board	Painted Gypsum Board

No Chinese drywall is to be used.

All Gypsum Board Walls & Ceilings to be primed and painted white.

X) SAFETY AND WARNING DEVICES

Smoke/Carbon Monoxide detectors are provided outside and inside all bedrooms in Residential Units, as required by law. Area smoke detectors are installed in all electrical and mechanical equipment rooms

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

as required by law. Smoke detectors are installed in all elevator lobbies for activation of elevator recall to main floor level as required by law. Finally duct mounted smoke detectors are provided in all supply air handling units with a capacity in excess of 2,000 CFM which is also a New York City Building Code requirement.

Communication Systems: Sprinkler /smoke detection alarm panel is located in the Lobby and is connected to the central office.

One way voice communication system to each apartment and stairways

Elevator communication system is connected to the concierge for emergency.

Alarm Systems: Sprinkler Alarm Control Panel is located in the Lobby. The sprinkler alarm control panel includes water flow, mechanical rooms smoke alarm, and trouble bells. In addition, the panel includes a Central Office transmitter for communication to the fire department.

Aircraft Avoidance Lights will be provided at the highest point of the building, above the bulkhead roof.

The building will not be provided with a lightning prevention system.

Y) TENANT PROTECTION PLAN

The building will be occupied before a permanent Certificate of Occupancy for the Building is issued. Accordingly, a "Tenant Protection Plan" will be implemented. A copy of the "Tenant Protection Plan" will be distributed to each Residential Unit Owner.

Z) ADDITIONAL INFORMATION ON FLOOR AREAS OF UNITS:

1) Unit Boundaries

The square foot area of the Units set forth in the Floor Plans, Schedule "A" to the Offering Plan, Schedule "B" to the Declaration are approximate and were obtained by using the method customarily used in New York City to measure rental, cooperative and condominium apartments. The units were measured from the exterior side of the Building Walls at the Building line and/or Property line enclosing the Unit, and/or from the midpoint of the interior Party Walls separating the Unit from another Unit, and/or from the public side or egress stair side of the interior Party Walls separating the Unit from public corridors or egress stairs, respectively, and/or from the mechanical space side of interior Party Walls and partitions separating the Unit from an elevator or other mechanical Equipment space or any other Common Elements, and/or from the midpoint of a wall (other than a foundation wall) comprising a General Common Element or Residential Common Element enclosing a Commercial Unit (other than Storage Unit), and/or from the Unit side of a foundation wall enclosing a Commercial Unit. The approximate floor area of each Storage Unit has been measured

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

from the Unit side of the walls enclosing such Unit. Columns and mechanical pipes and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. The outdoor floor area of a Terrace appurtenant to a Unit is not included in the Unit's indoor floor area. As is customary in New York City, these square foot areas exceed the usable floor areas of each Unit.

2) Inclusion of Common Elements

The floor area occupied by any Common Elements bordering or within a Unit (such as the Building Walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the calculation of the floor area of the Unit, but such Common Elements are not part of the Unit.

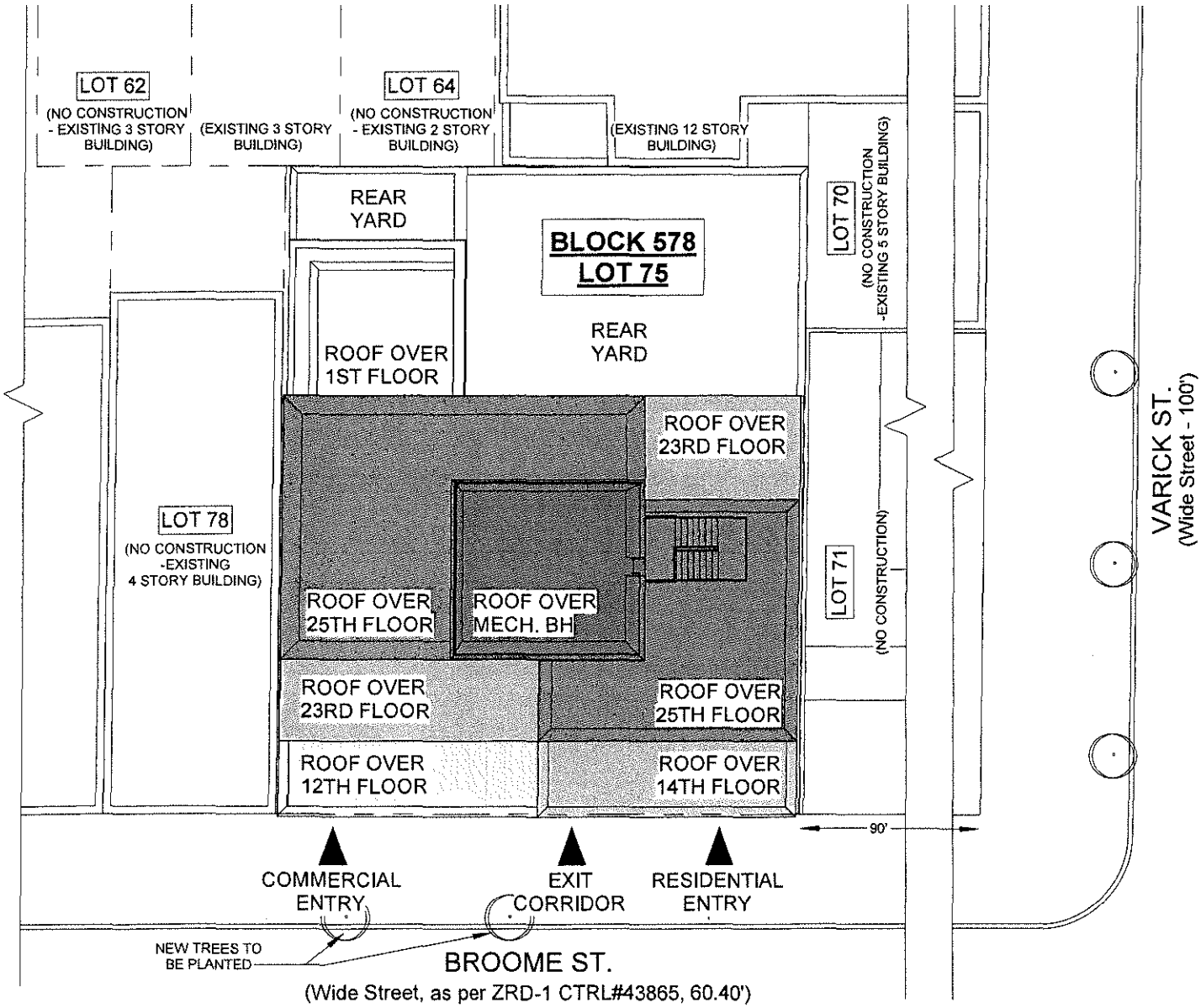
3) Unit Height

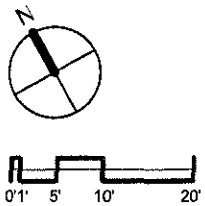
Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under finished flooring and sub-flooring materials) to the underside to the concrete slab above. The clearance beneath the top of the concrete floor slab and the bottom of the finished ceiling in the Units is indicated in the Description of Property and Specifications, but certain Units and areas within other Units may have clearances of less than indicated to accommodate facilities located above the same or otherwise to respect to common conditions.

The foregoing constitutes a true, correct and complete Description of Property by our firm for the property located at 570 Broome Street, New York, New York.
Dated:

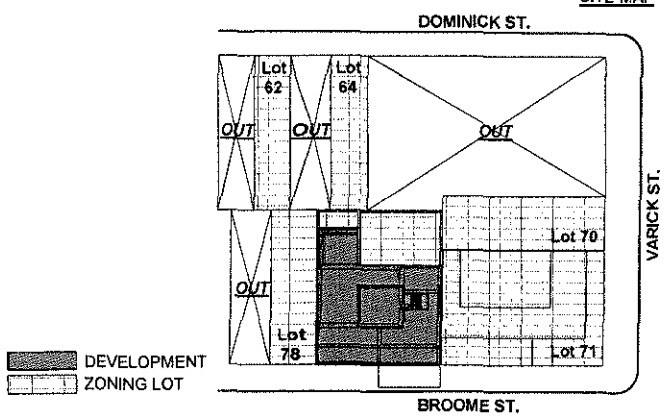
Tahir Demircioglu, AIA
05/30/2017

REGISTERED ARCHITECT
MEHMET TAHIR DEMIRCIOGLU
035517-1
STATE OF NEW YORK





SITE MAP



OP-001

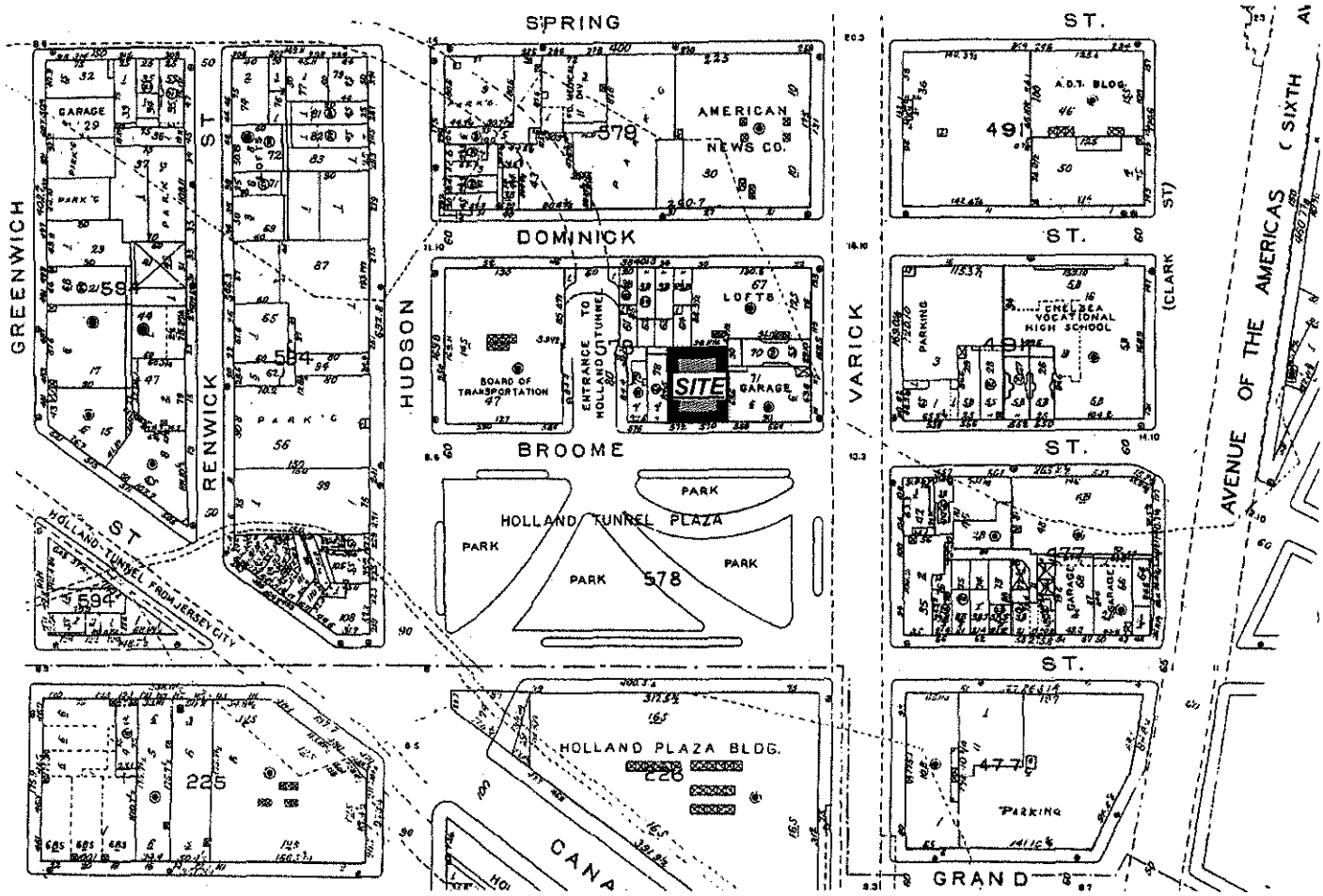
570BROOMESTREET

SITE PLAN

builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

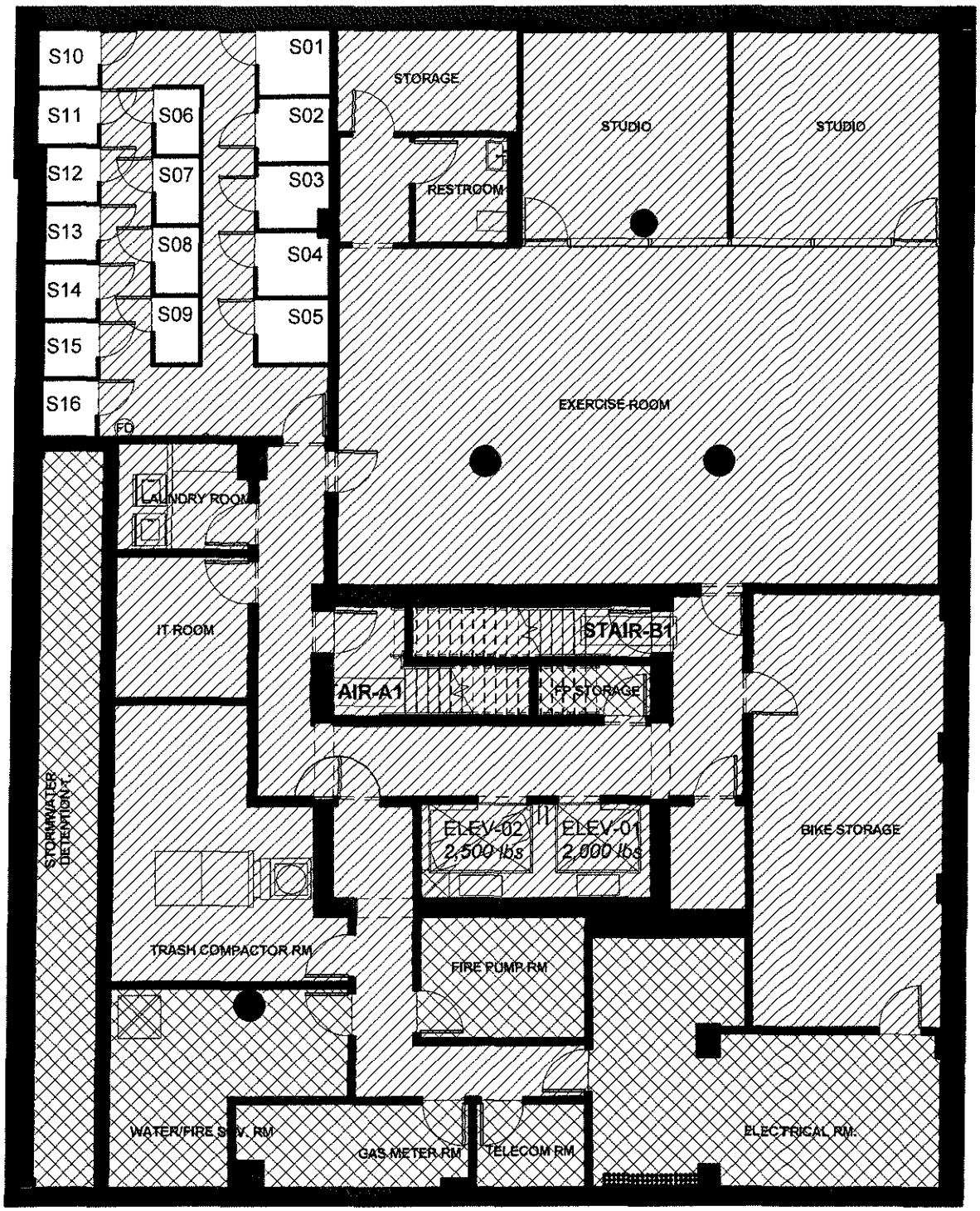


OP-002

570BROOMESTREET VICINITY MAP

builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



SCALE

0' 2' 4' 8' 16'

N

OP-005

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

LIMITED RESIDENTIAL COMMON ELEMENT

LOT LINE WINDOW *

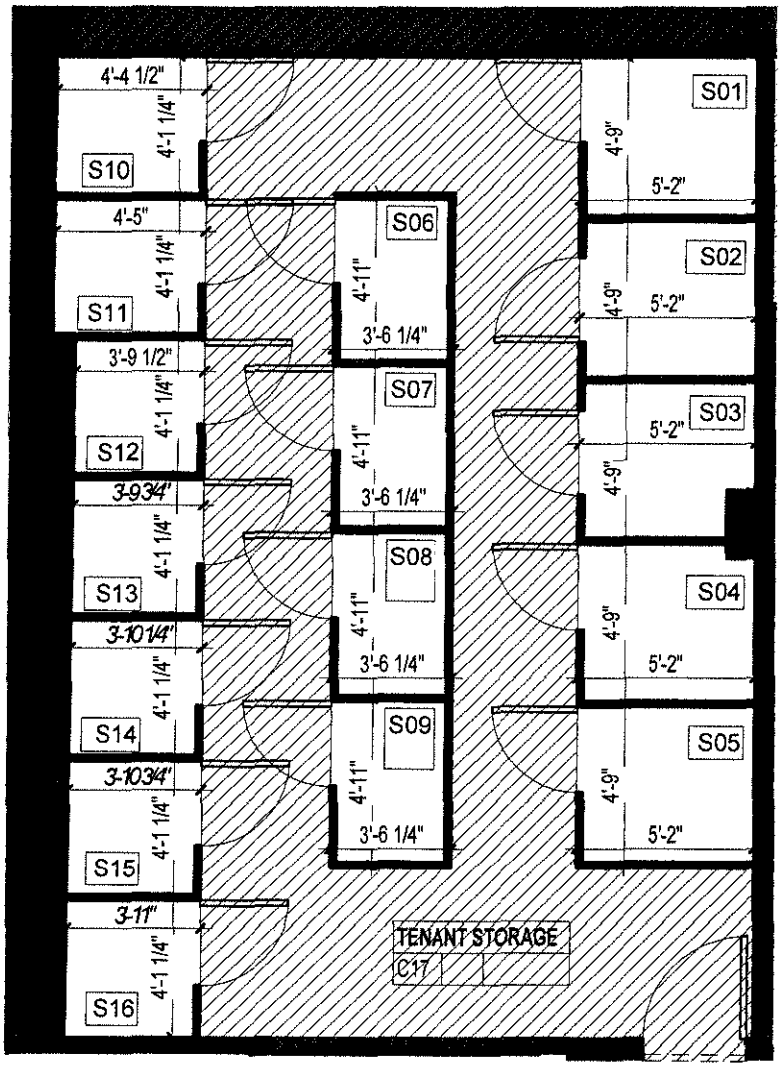
570 BROOME STREET

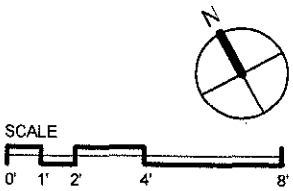
CELLAR LEVEL

builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.





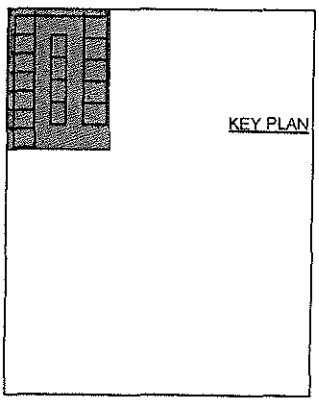
LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

LIMITED RESIDENTIAL COMMON ELEMENT

LOT LINE WINDOW *



S1 to S16

CELLAR LEVEL

16 STORAGE UNITS

OP-006

< BROOME STREET >

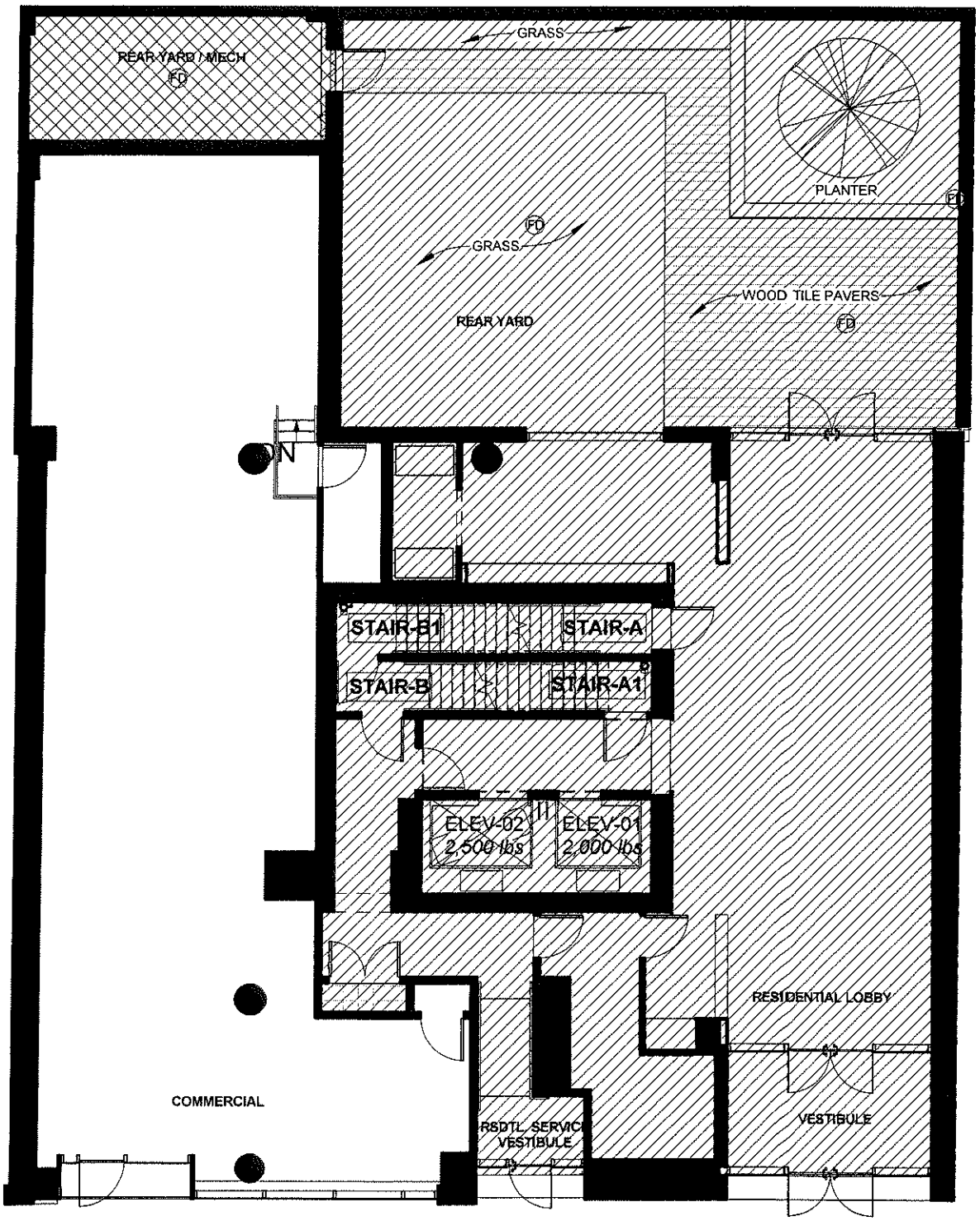
570BROOMESTREET

TENANT STORAGE

builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

(FD)= FLOOR DRAIN



SCALE

0' 2' 4' 8' 16'

OP-007

N

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

LIMITED RESIDENTIAL COMMON ELEMENT

LOT LINE WINDOW *

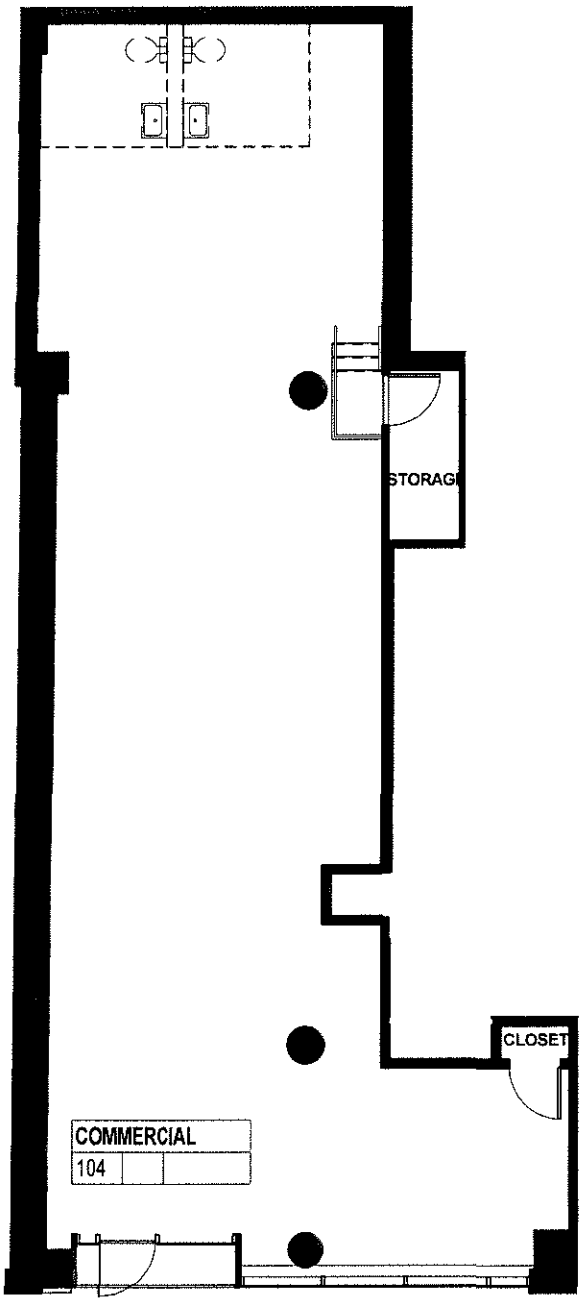
570BROOMESTREET

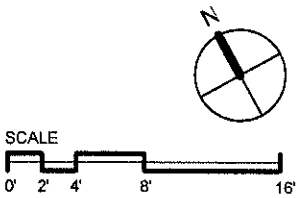
FIRST FLOOR

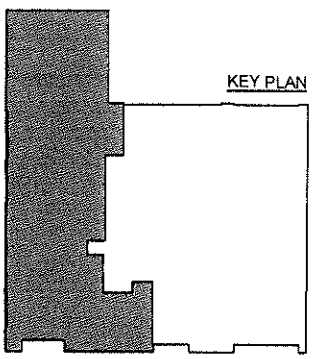
builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.







COMMERCIAL UNIT

FIRST FLOOR

1,813 SQF

OP-008

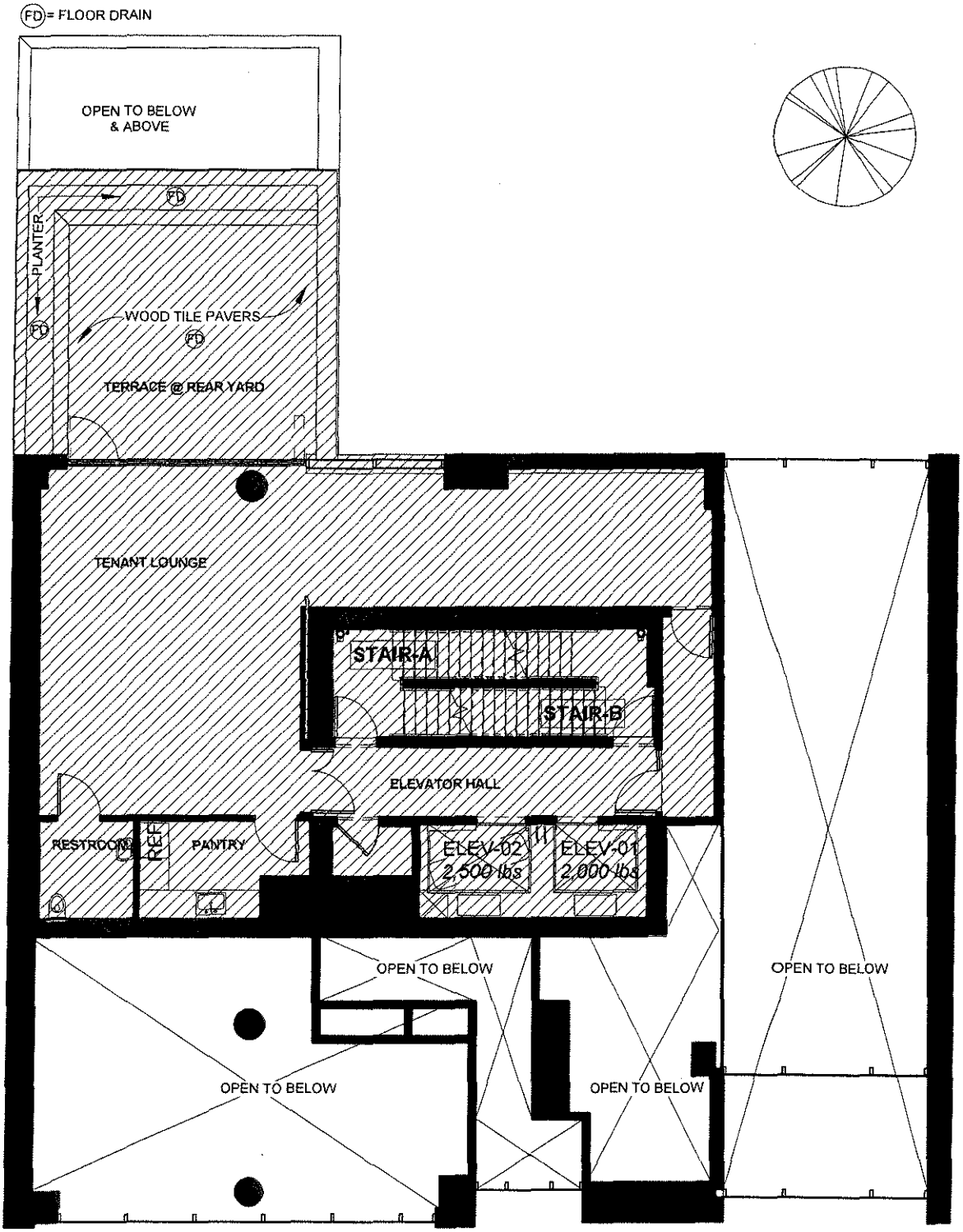
< BROOME STREET >

570BROOMESTREET COMMERCIAL UNIT

builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



SCALE

0' 2' 4' 8' 16'

N

OP-009

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

LIMITED RESIDENTIAL COMMON ELEMENT

LOT LINE WINDOW *

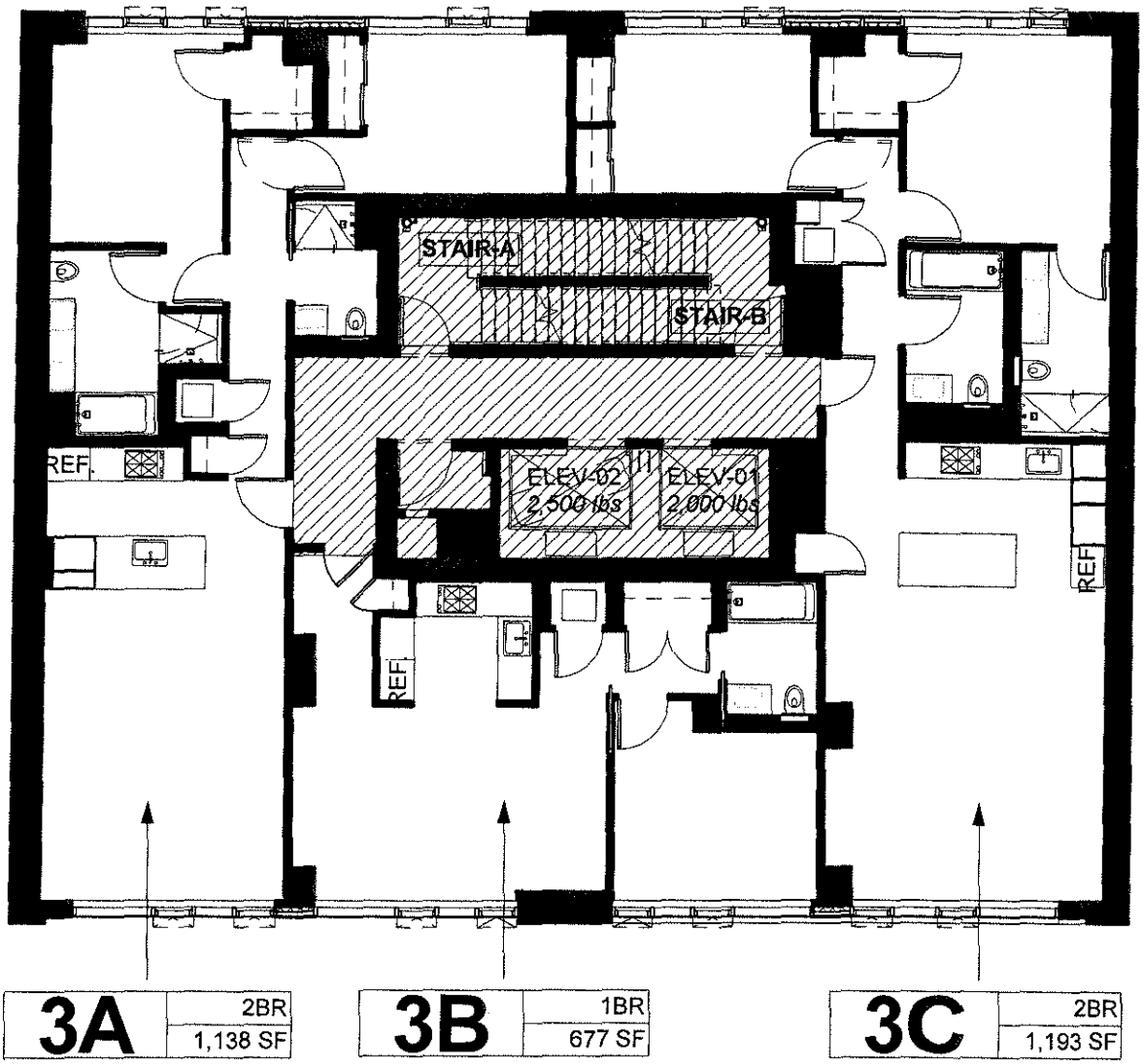
570 BROOME STREET

SECOND FLOOR

builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



SCALE
0' 2' 4' 8' 16'

OP-010

N

LEGEND

GENERAL COMMON ELEMENT
RESIDENTIAL COMMON ELEMENT
LIMITED RESIDENTIAL COMMON ELEMENT
LOT LINE WINDOW *

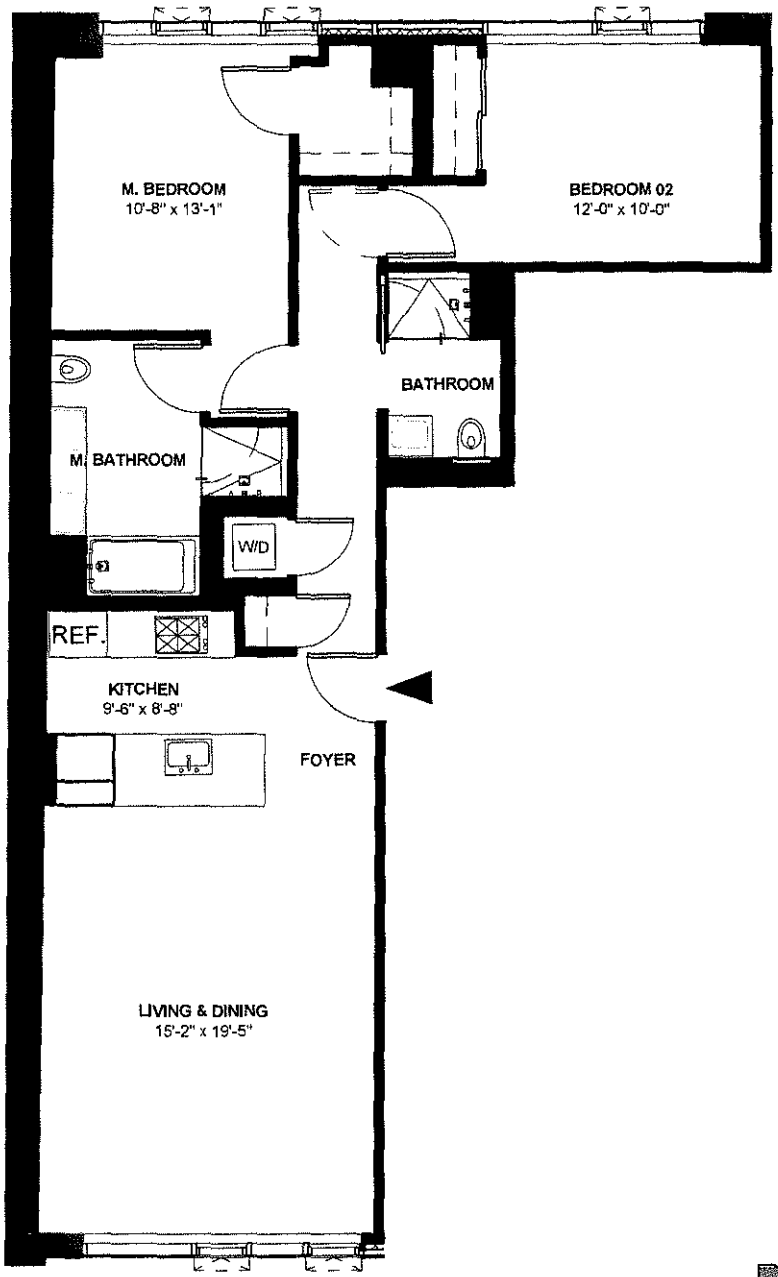
570 BROOME STREET

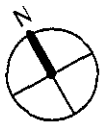
3-6 FLOORS

builtd

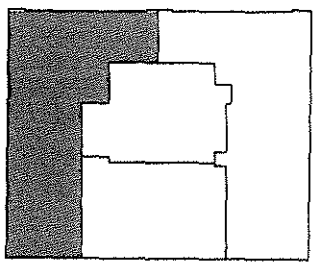
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.





KEY PLAN



RESIDENCE 3A, 4A, 5A, 6A

3-6 FLOORS

2 BEDROOMS, 2 BATHS

1,138 SQF

OP-011

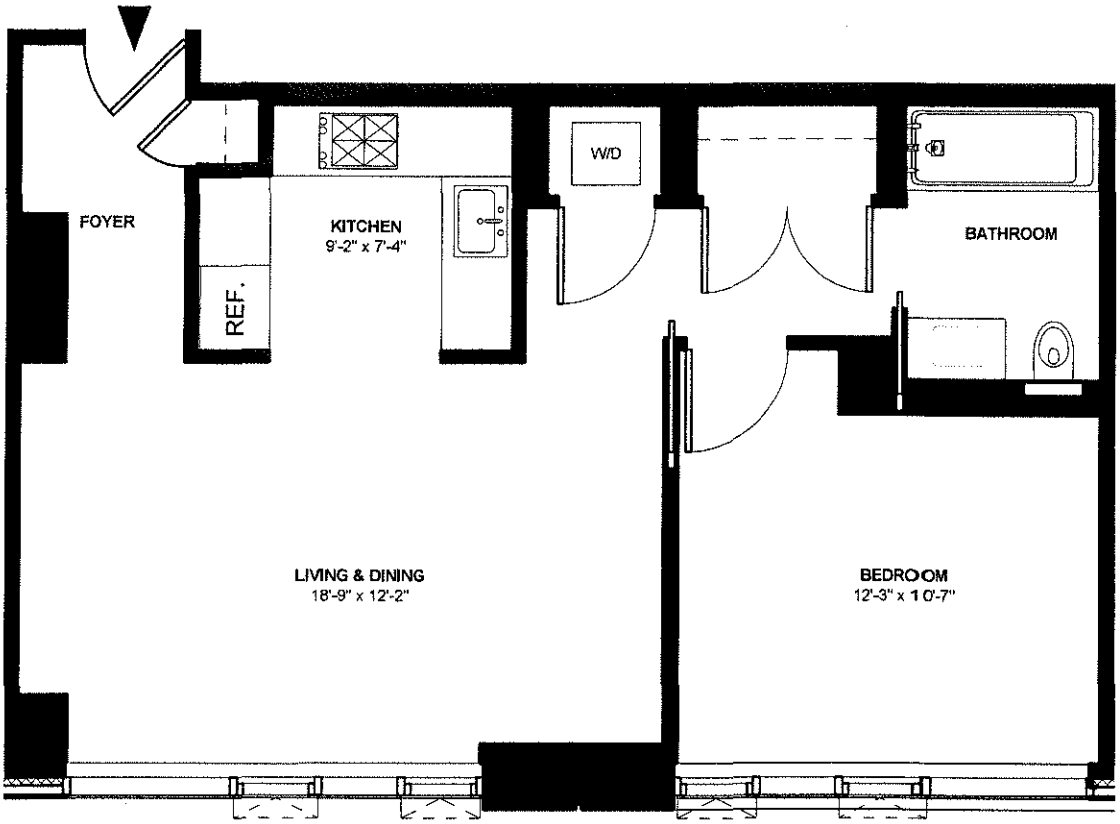
< BROOME STREET >

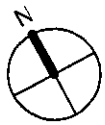
570**BROOME**STREET

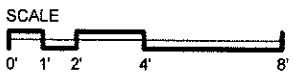
3A-6A

builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

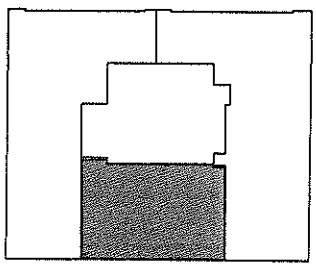
All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.







KEY PLAN



RESIDENCE 3B, 4B, 5B, 6B

3-6 FLOORS

1 BEDROOM, 1 BATH

677 SQF

OP-012

< BROOME STREET >

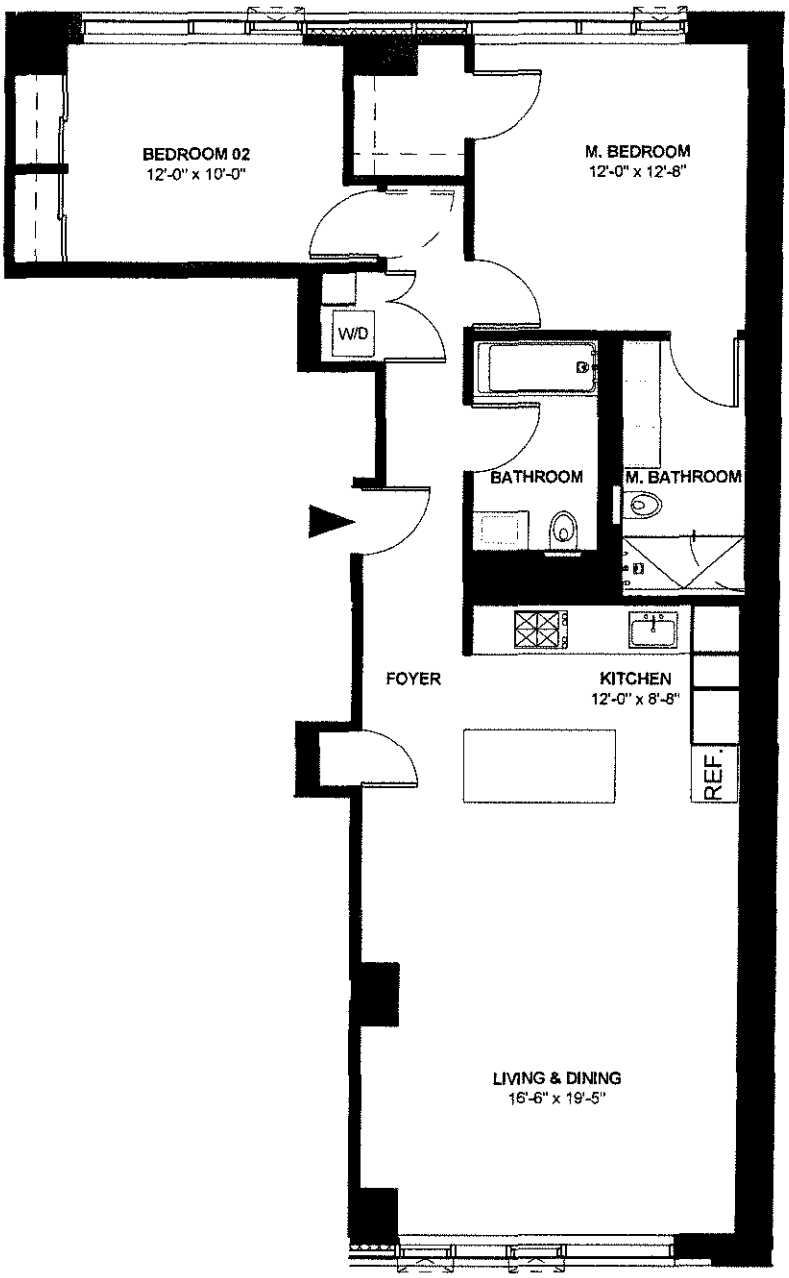
570**BROOME**STREET

3B-6B

builtd

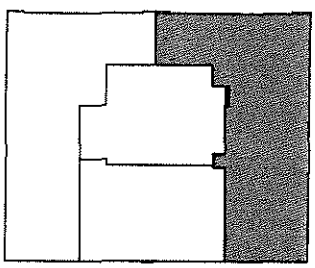
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



SCALE

KEY PLAN



RESIDENCE 3C, 4C, 5C, 6C

3-6 FLOORS

2 BEDROOMS, 2 BATHS

1,193 SQF

OP-013

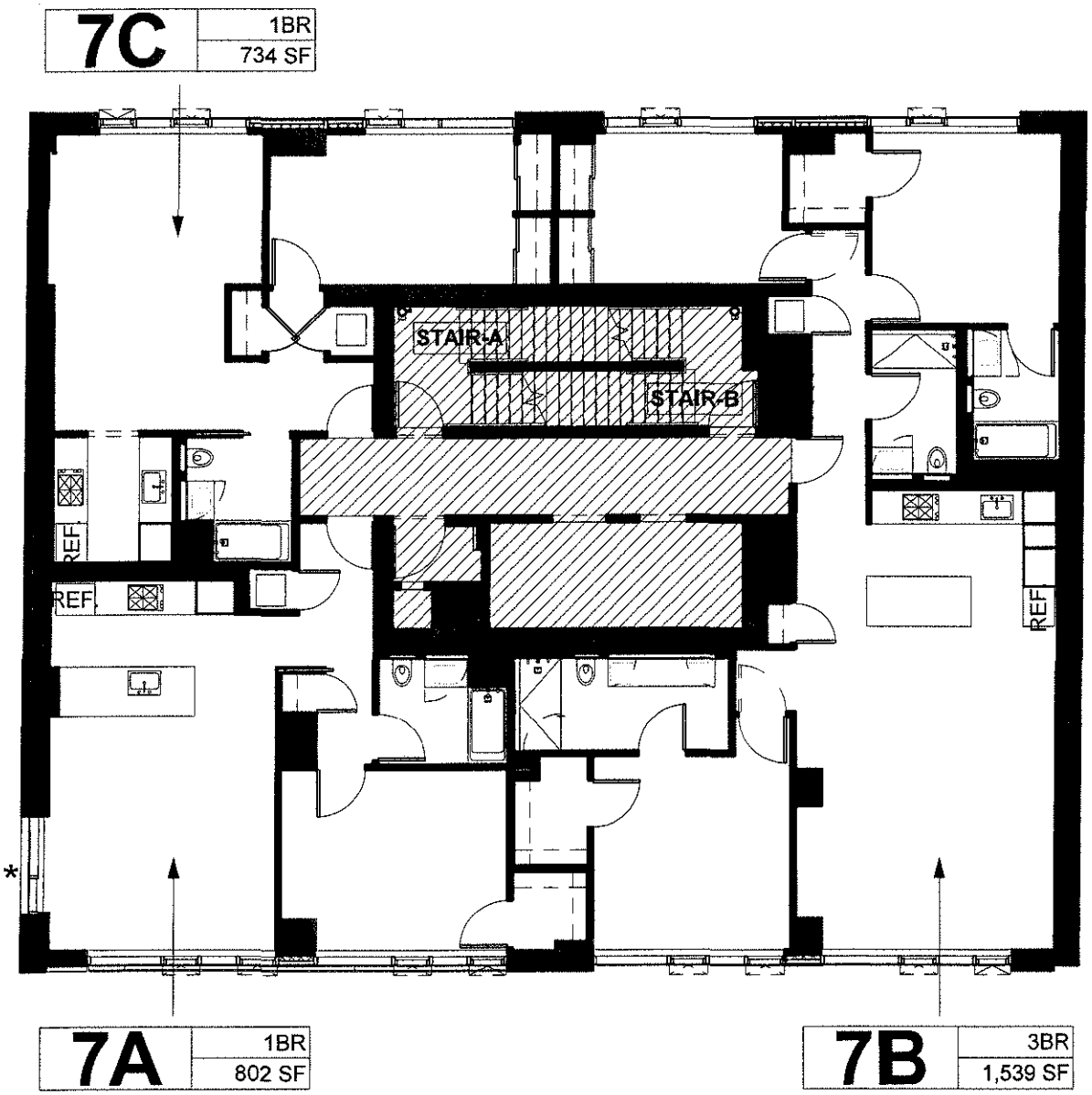
< BROOME STREET >

570**BROOME**STREET

3C-6C

builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



SCALE
0' 2' 4' 8' 16'
OP-014

N

LEGEND
GENERAL COMMON ELEMENT
RESIDENTIAL COMMON ELEMENT
LIMITED RESIDENTIAL COMMON ELEMENT
LOT LINE WINDOW *

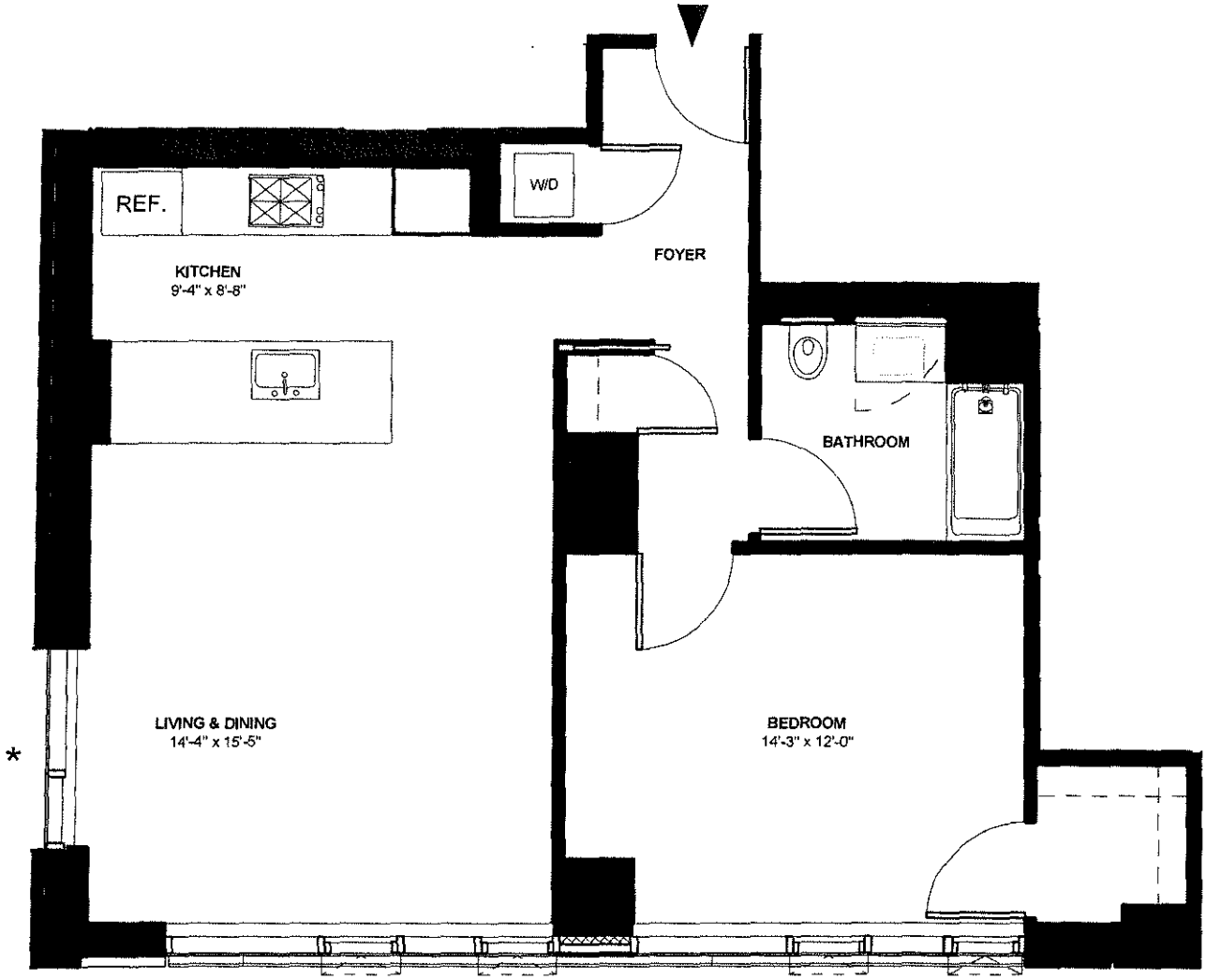
570BROOMESTREET

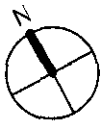
7-12 FLOORS

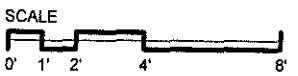
builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

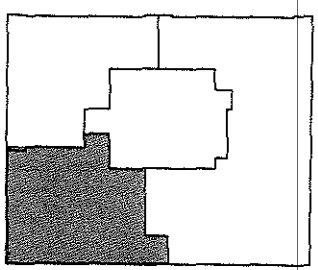






* LOT LINE WINDOW

KEY PLAN



< BROOME STREET >

RESIDENCE 7A, 8A, 9A,10A, 11A, 12A

7-12 FLOORS

1 BEDROOM, 1 BATH

802 SQF

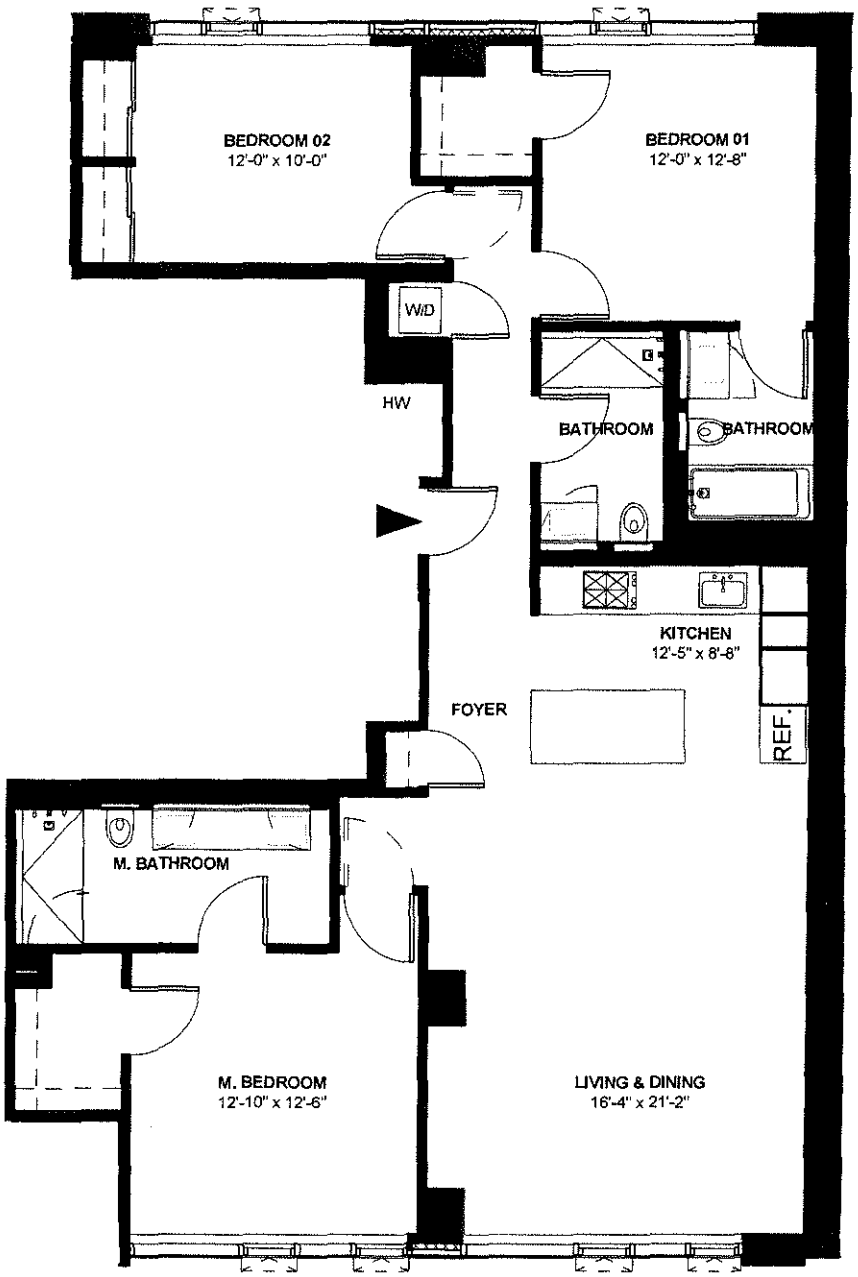
OP-015

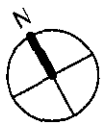
570BROOMESTREET 7A-12A

builtd

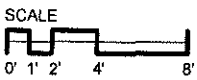
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

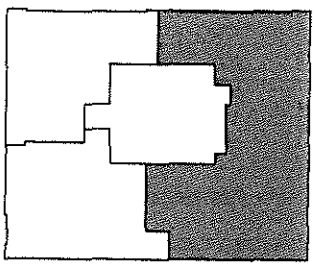




SCALE



KEY PLAN



RESIDENCE 7B, 8B, 9B, 10B, 11B, 12B

7-12 FLOORS

3 BEDROOMS, 3 BATHS

1,539 SQF

OP-016

< BROOME STREET >

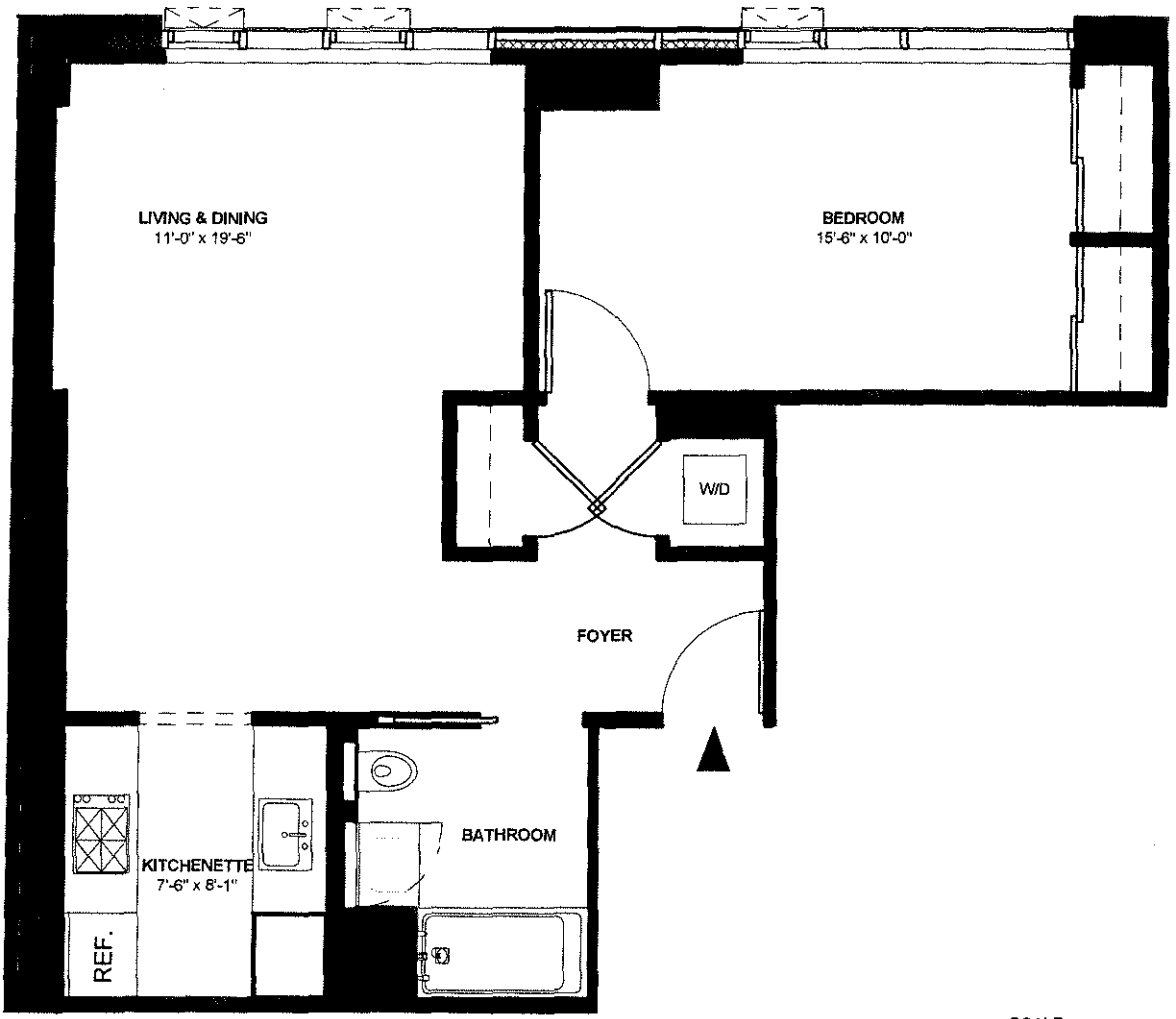
570BROOMESTREET

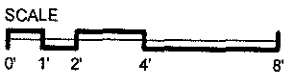
7B-12B

builtd

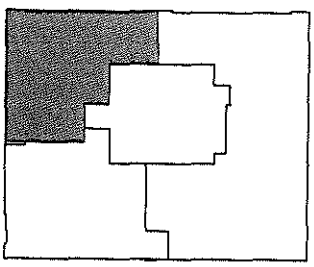
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.





KEY PLAN



RESIDENCE 7C, 8C, 9C, 10C

7-10 FLOORS

1 BEDROOM, 1 BATH

734 SQF

OP-017

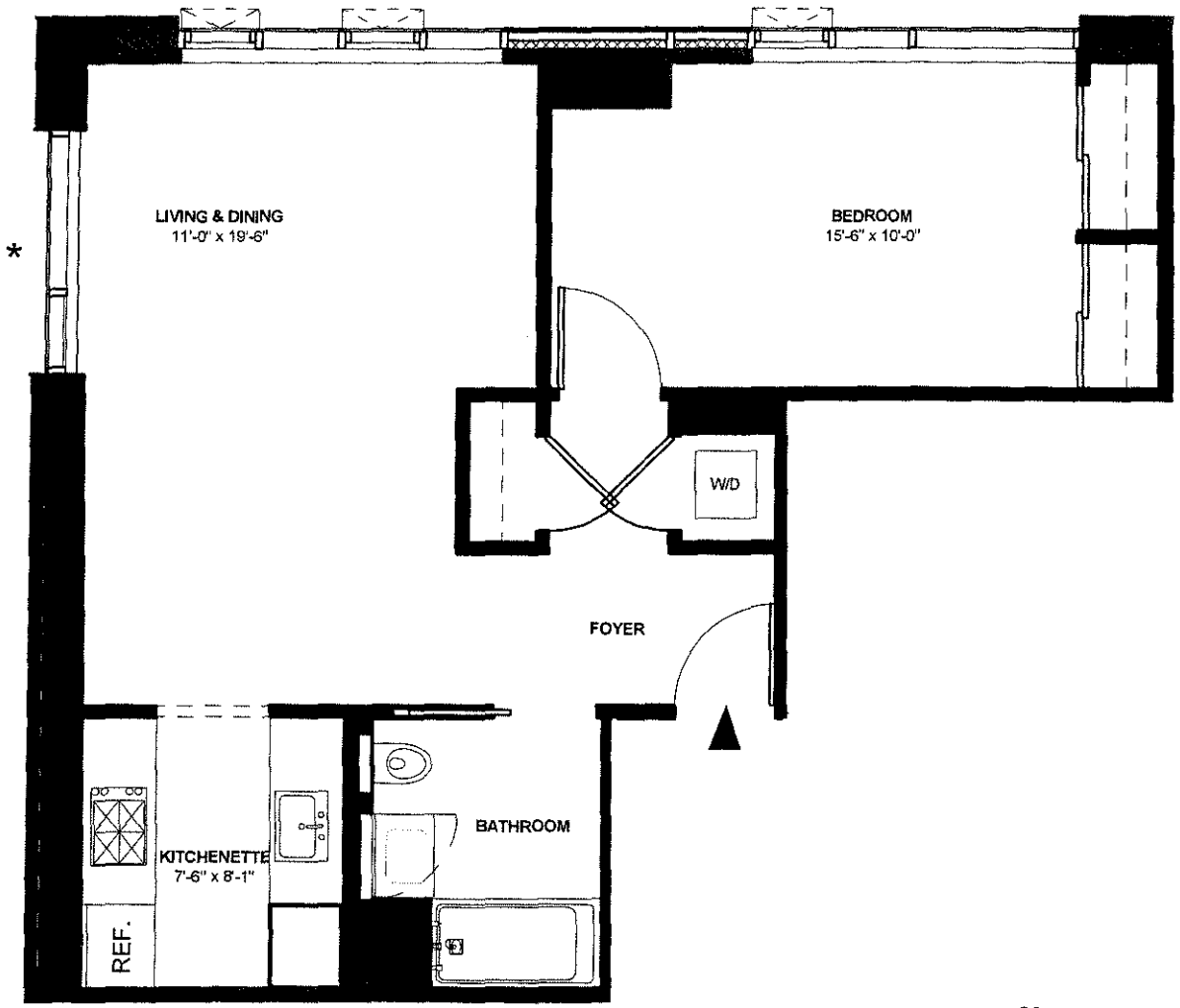
< BROOME STREET >

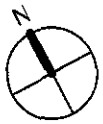
570**BROOME**STREET

7C-10C

builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

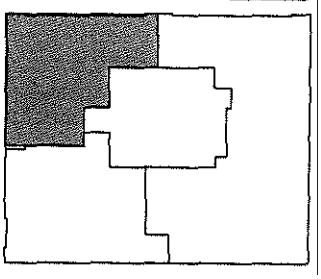
All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.





* LOT LINE WINDOW

KEY PLAN



RESIDENCE 11C, 12C

11-12 FLOORS

1 BEDROOM, 1 BATH

732 SQF

OP-018

< BROOME STREET >

570BROOMESTREET

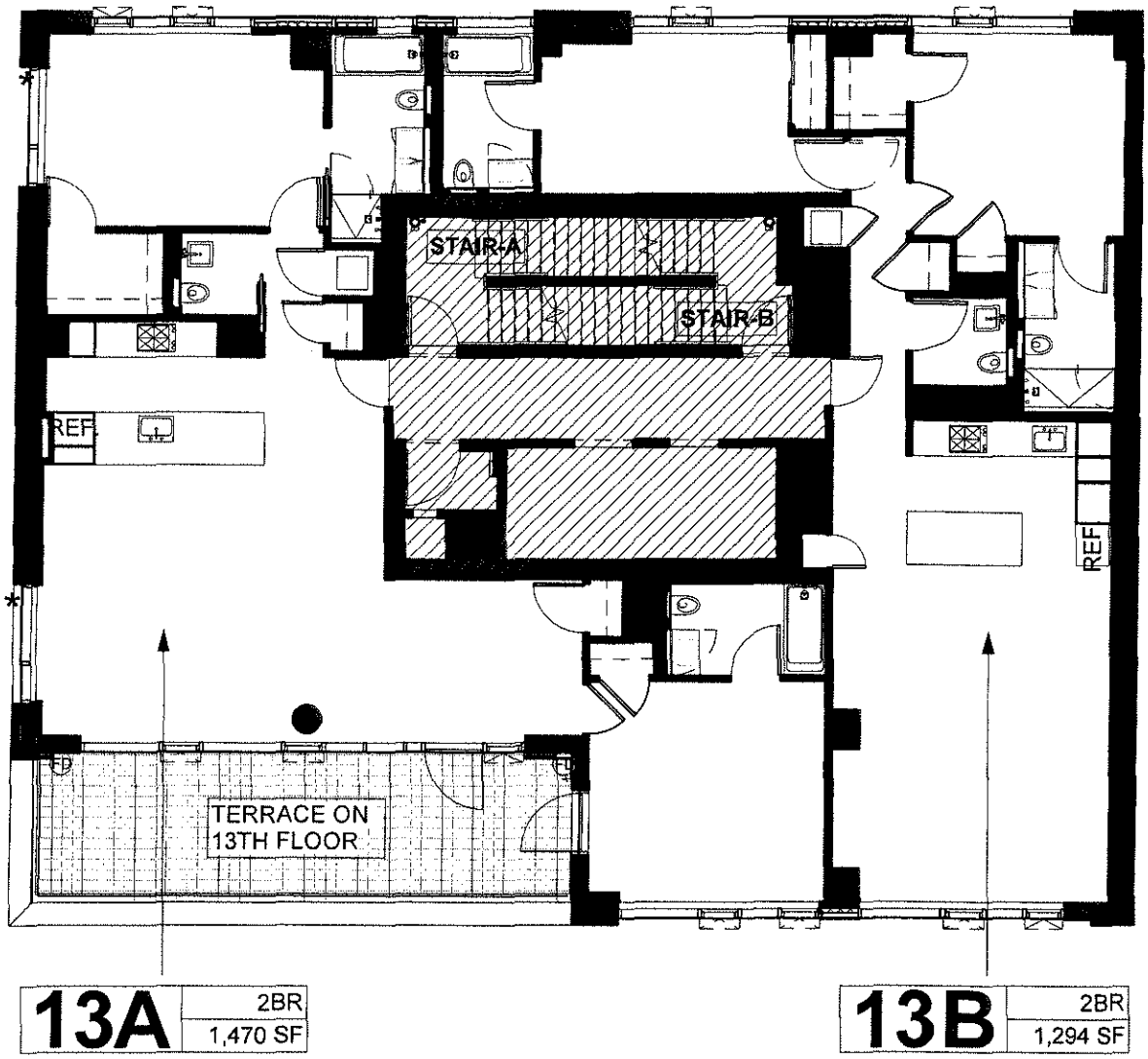
11C-12C

builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

(FD)= FLOOR DRAIN



SCALE

0' 2' 4' 8' 16'

OP-019

N

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

LIMITED RESIDENTIAL COMMON ELEMENT

LOT LINE WINDOW *

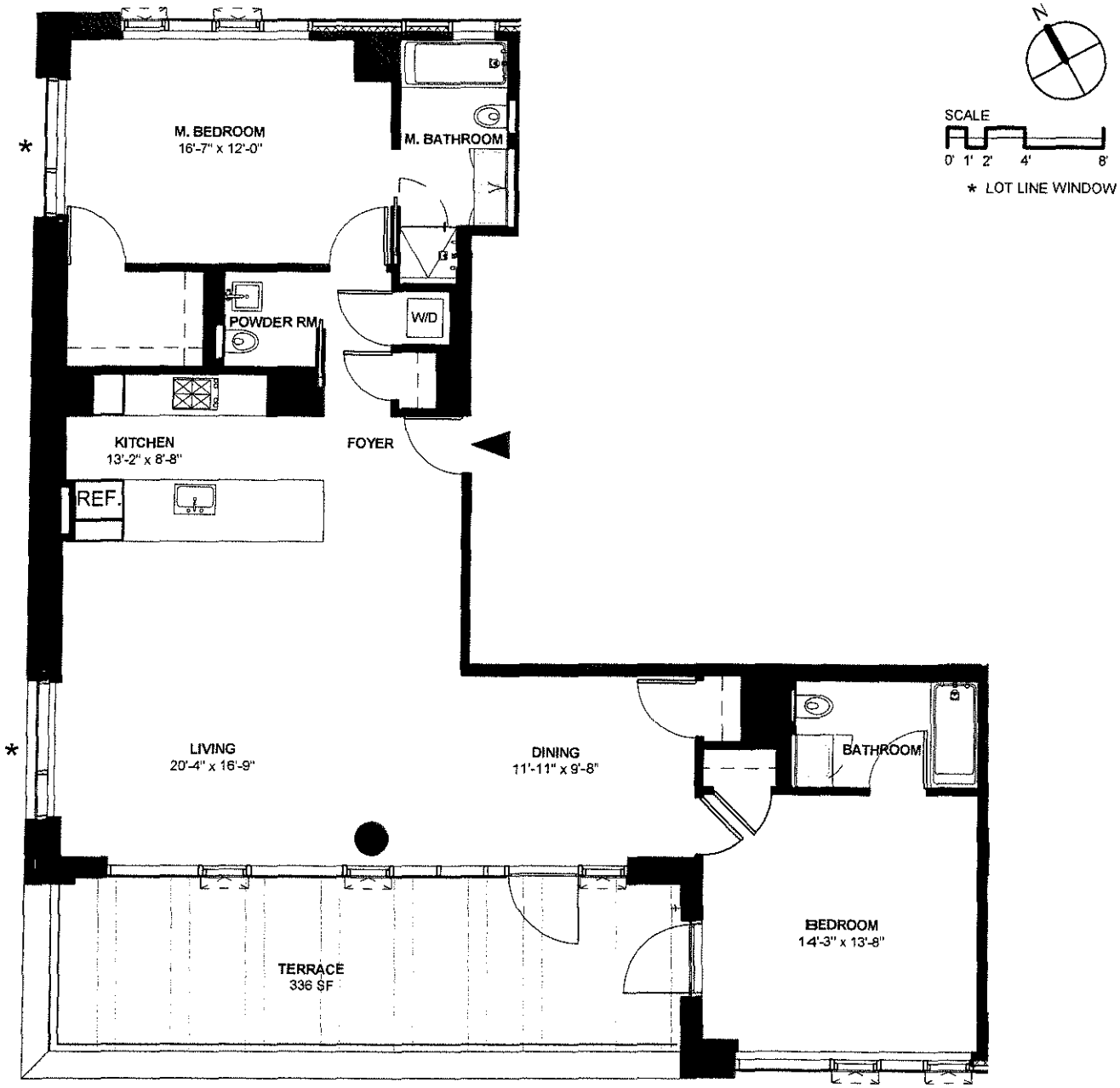
570 BROOME STREET

13-14 FLOORS

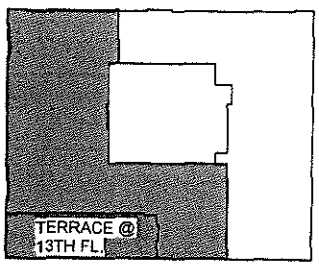
builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



KEY PLAN



RESIDENCE 13A

13TH FLOOR

2 BEDROOMS, 2-1/2 BATHS

1,470 SQF

OP-020

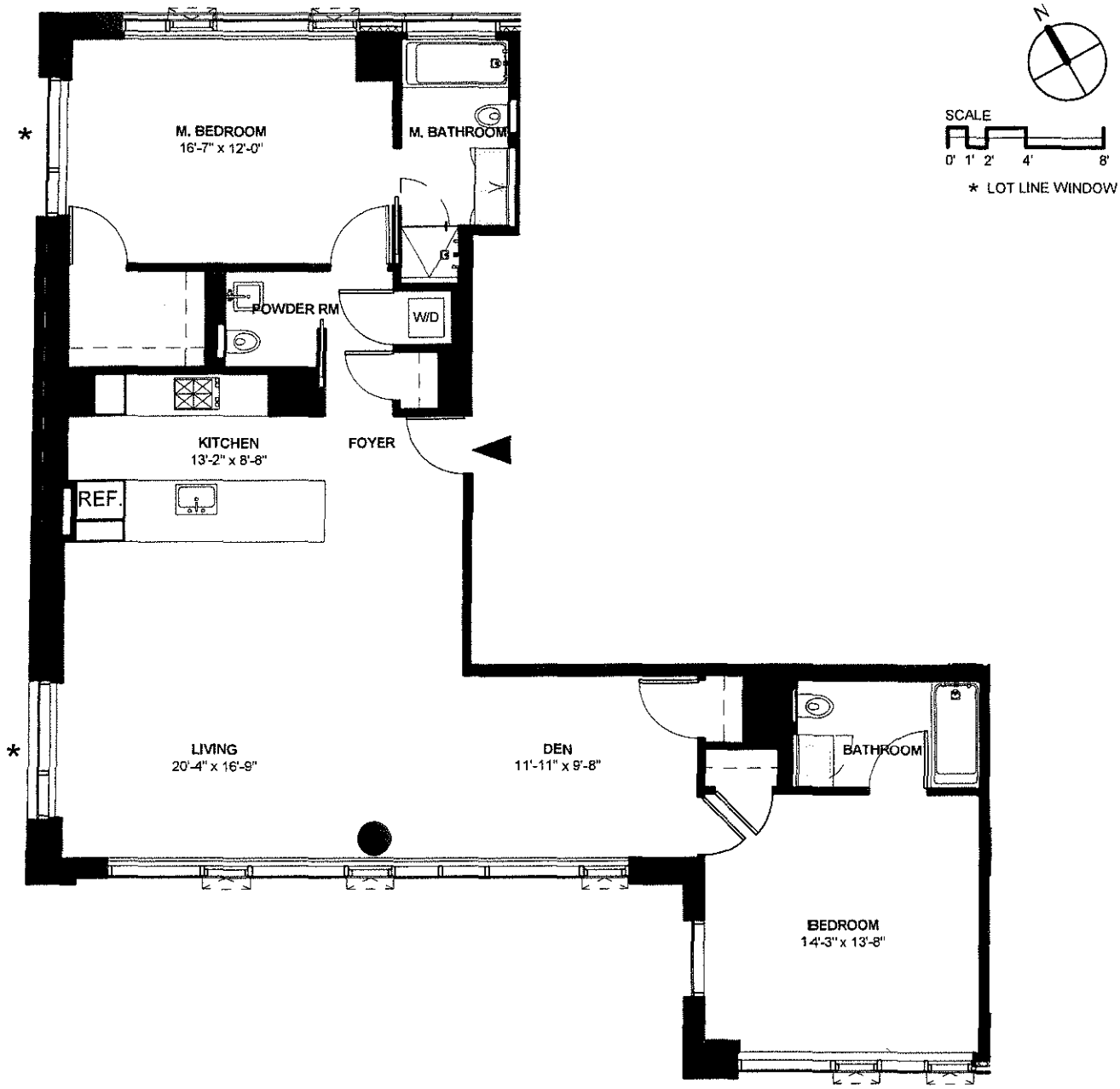
< BROOME STREET >

570BROOMESTREET

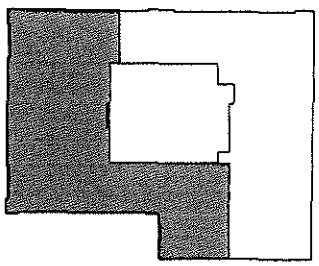
13A

builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



KEY PLAN



RESIDENCE 14A

14TH FLOOR

2 BEDROOMS, 2-1/2 BATHS

1,470 SQF

OP-021

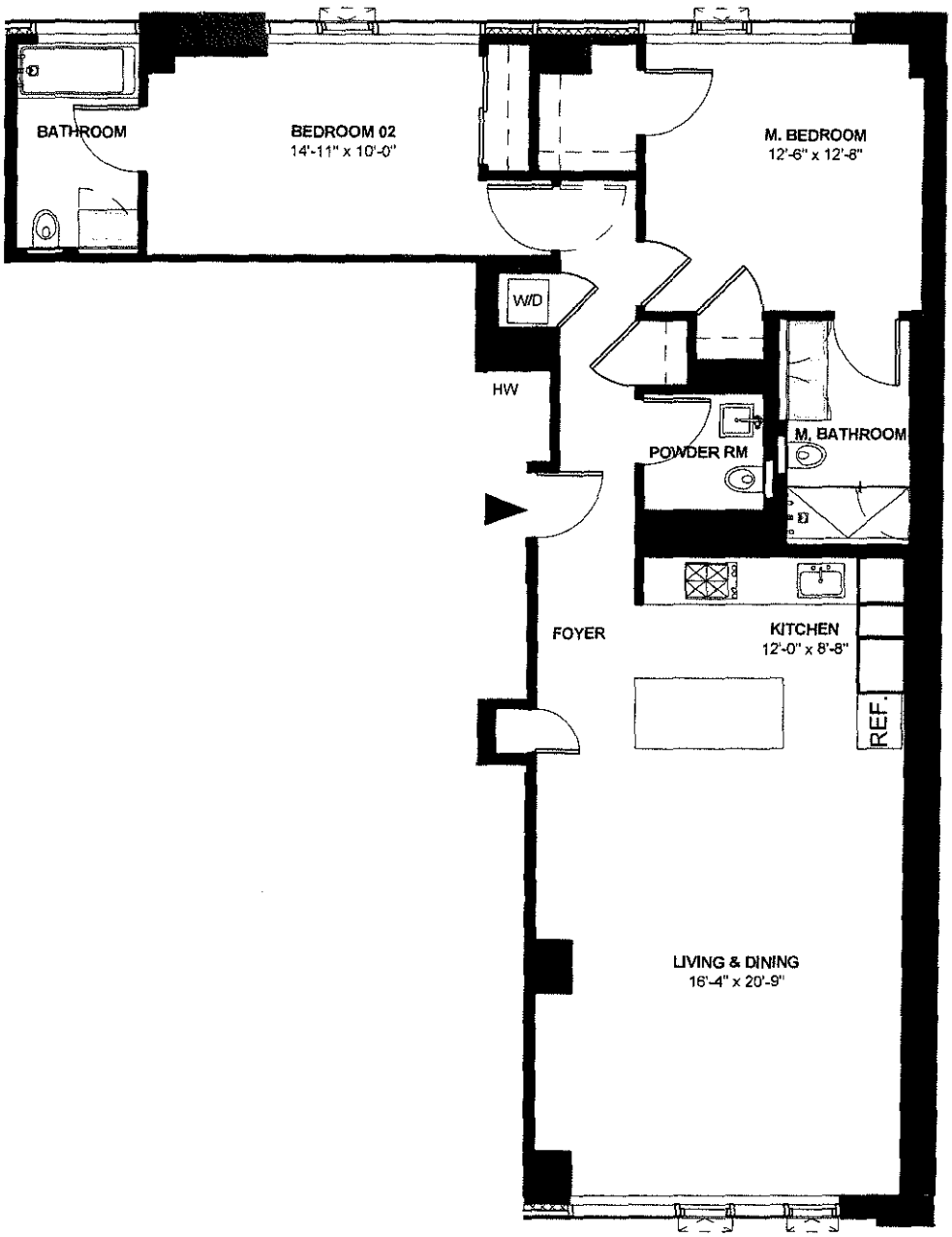
< BROOME STREET >

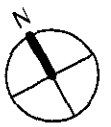
570**BROOME**STREET **14A**

builtd

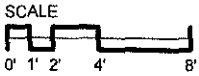
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

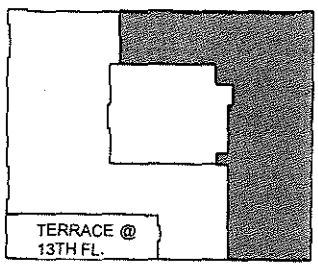




SCALE



KEY PLAN



RESIDENCE 13B, 14B

13-14 FLOORS

2 BEDROOMS, 2-1/2 BATHS

1,294 SQF

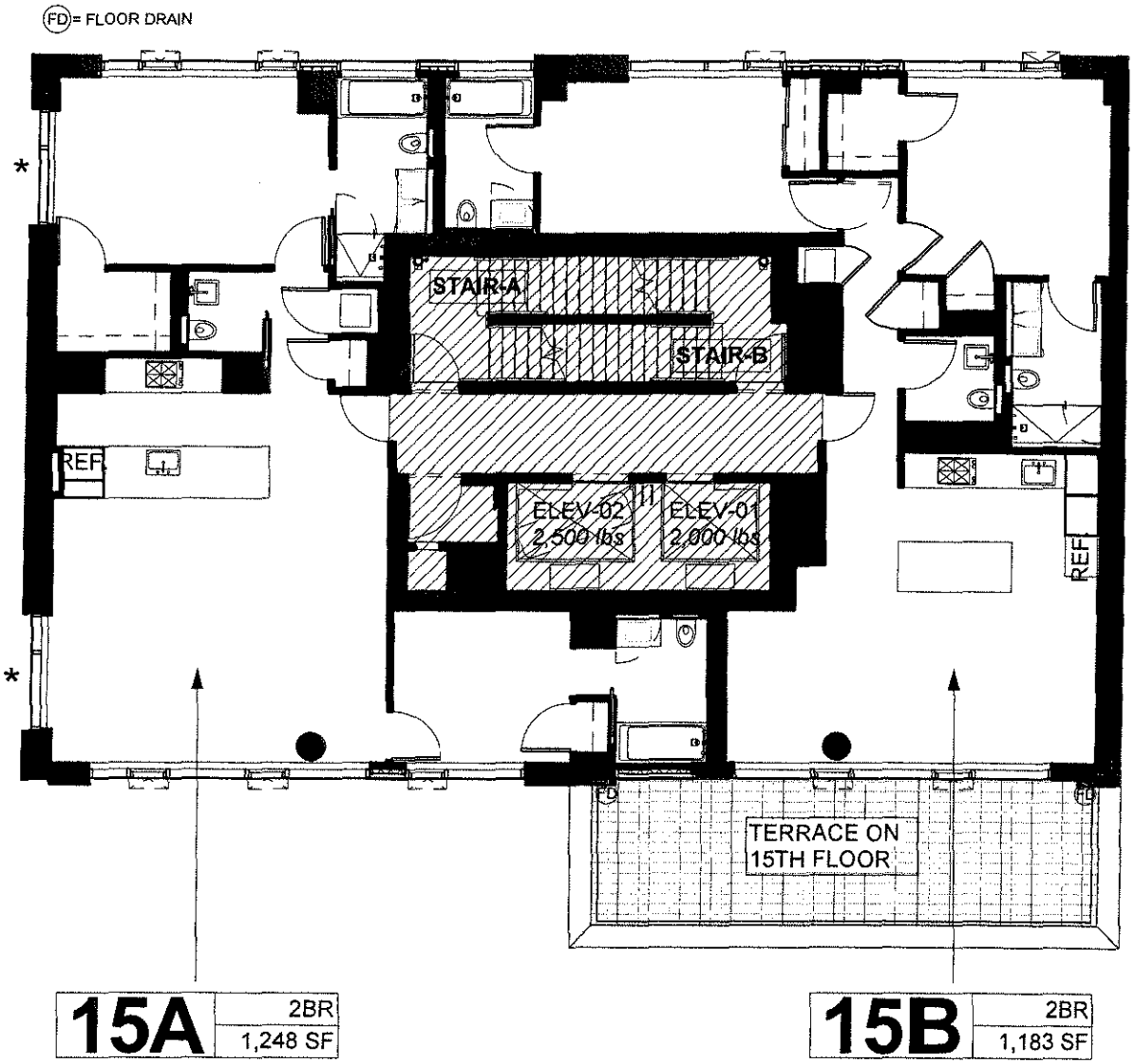
OP-022

< BROOME STREET >

570**BROOME**STREET **13B-14B**

builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



SCALE

0' 2' 4' 8' 16'

OP-023

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

LIMITED RESIDENTIAL COMMON ELEMENT

LOT LINE WINDOW *

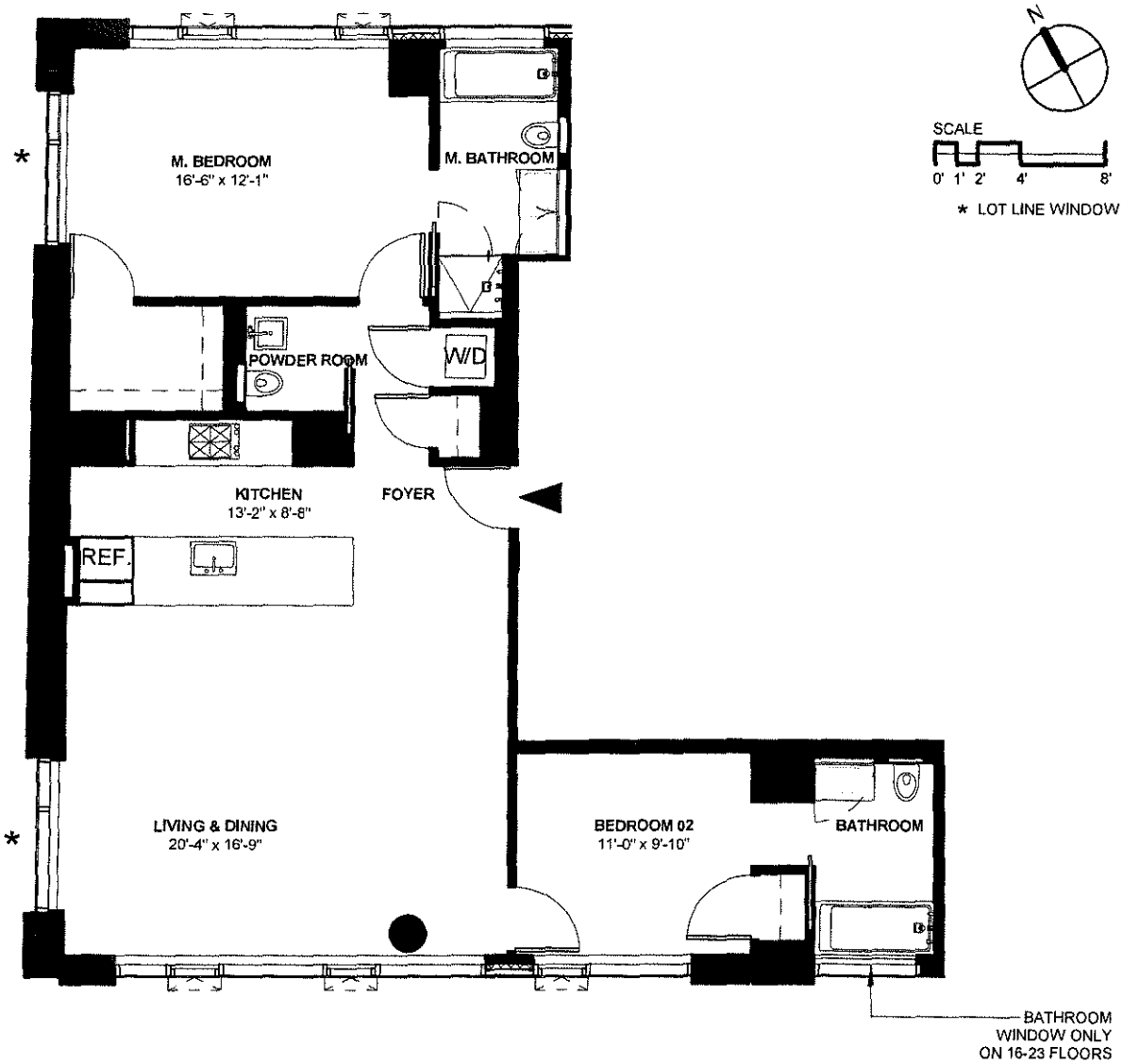
570 BROOME STREET

15-23 FLOORS

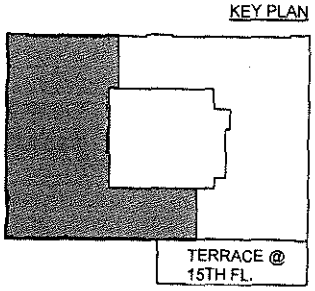
builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



KEY PLAN



RESIDENCE 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A

15-23 FLOORS

2 BEDROOMS, 2-1/2 BATHS

1,248 SQF

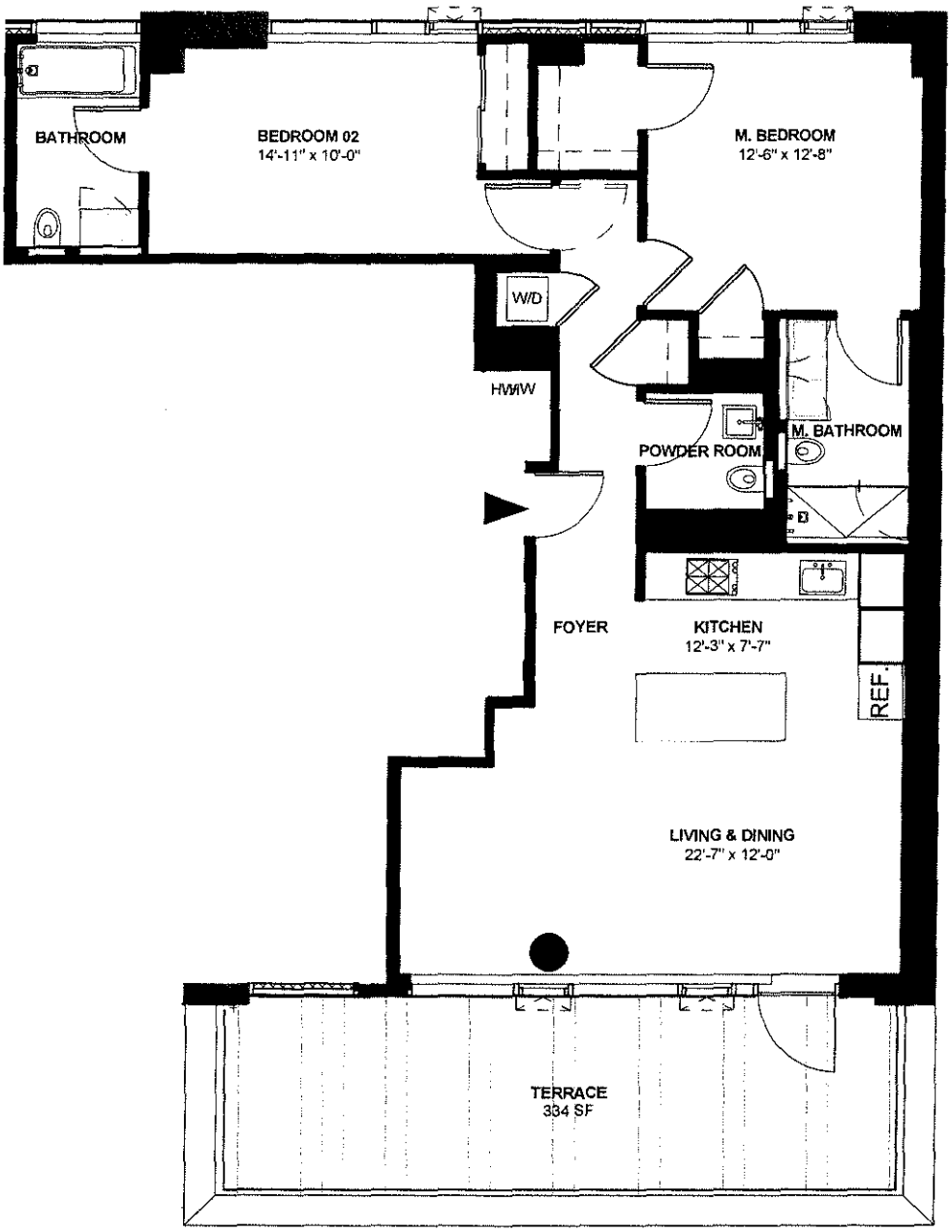
OP-024

< BROOME STREET >

570**BROOME**STREET **15A-23A**

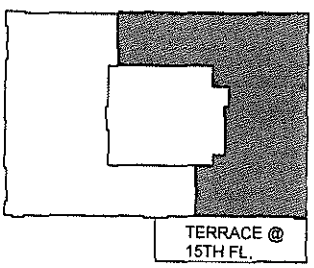
builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



SCALE

KEY PLAN



RESIDENCE 15B

15TH FLOOR

2 BEDROOMS, 2-1/2 BATHS

1,183 SQF

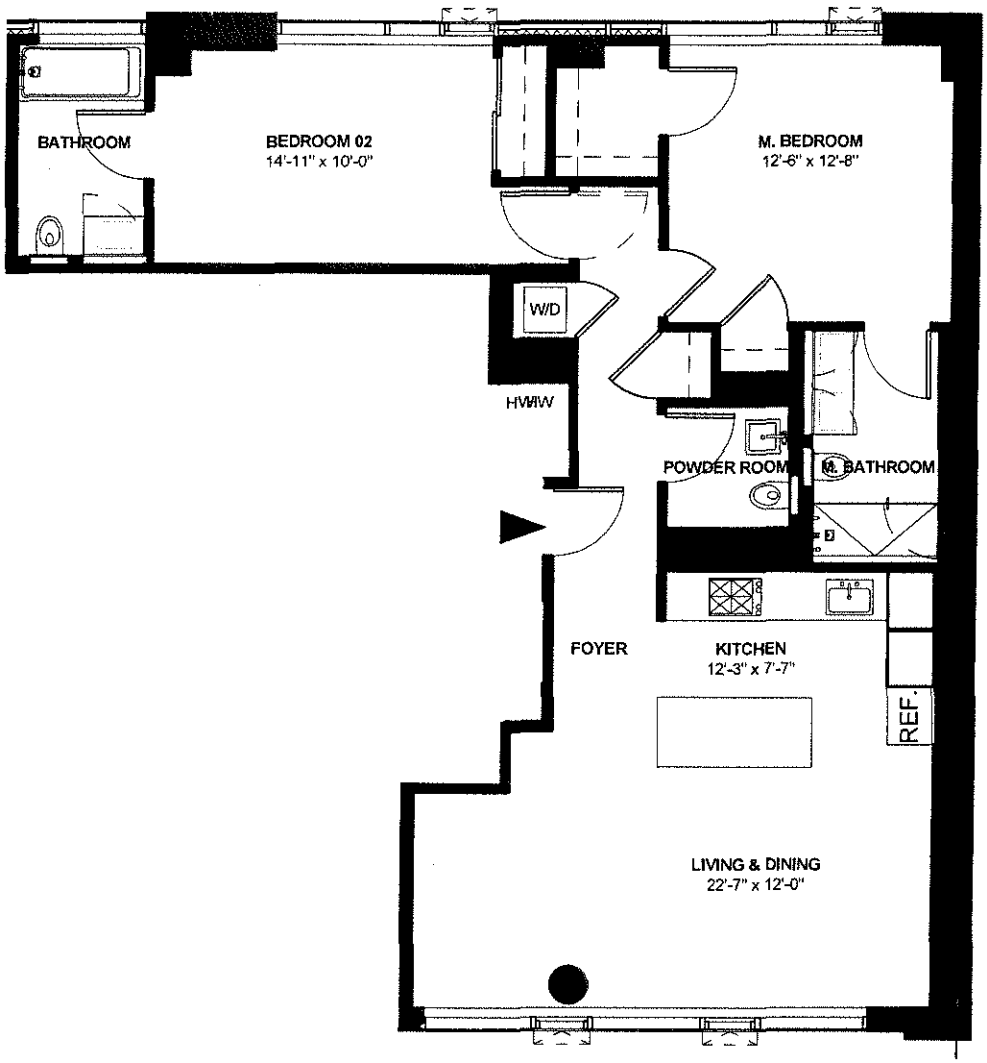
OP-025

< BROOME STREET >

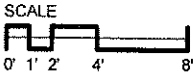
570**BROOME**STREET **15B**

builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

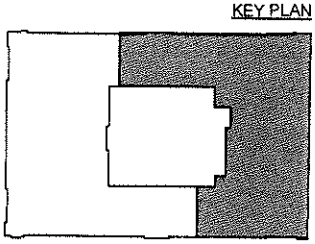
All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



SCALE



KEY PLAN



RESIDENCE 16B, 17B, 18B, 19B, 20B, 21B, 22B, 23B

16-23 FLOORS

2 BEDROOMS, 2-1/2 BATHS

1,183 SQF

OP-026

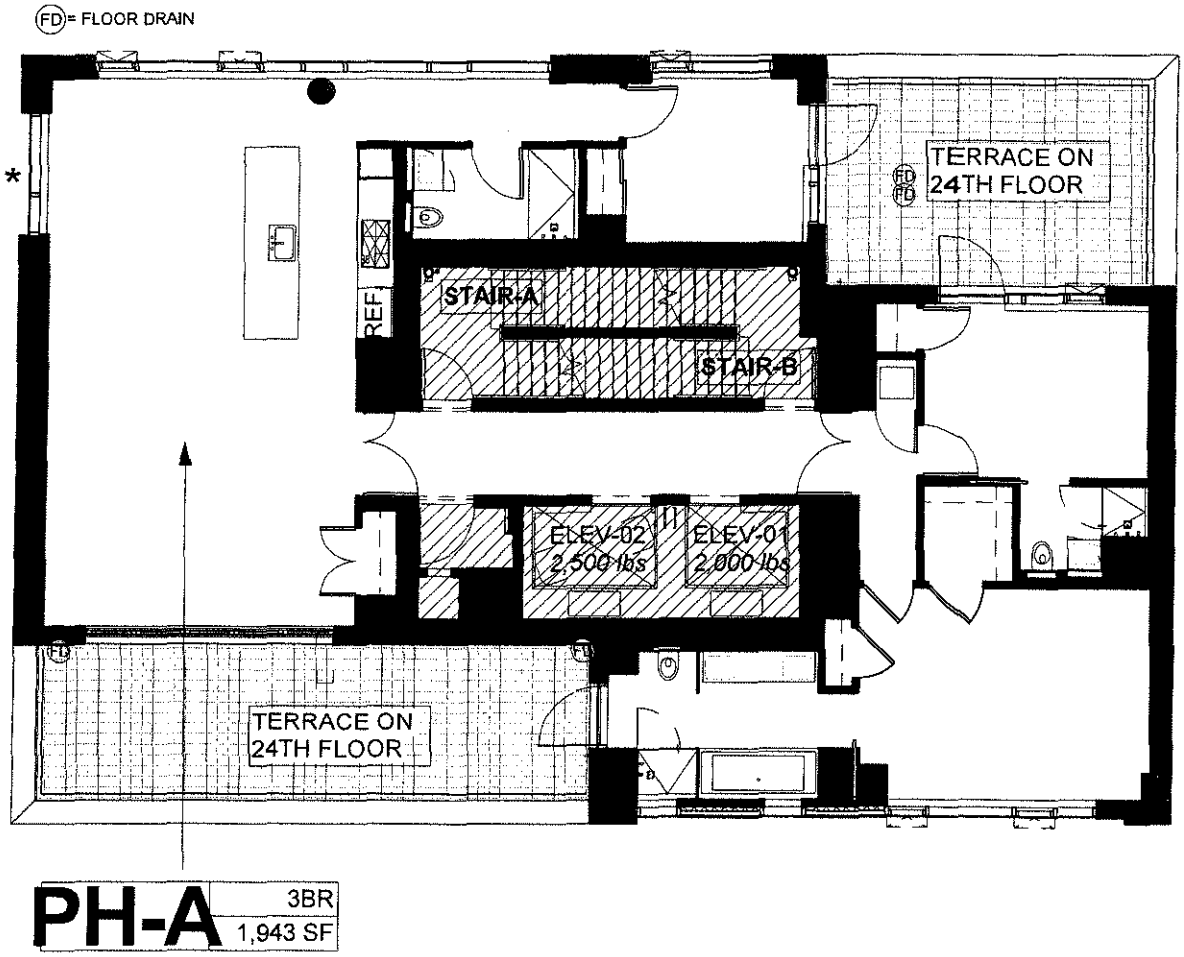
< BROOME STREET >

570**BROOME**STREET

16B-23B

builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



SCALE
0' 2' 4' 8' 16'

OP-027

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

LIMITED RESIDENTIAL COMMON ELEMENT

LOT LINE WINDOW *

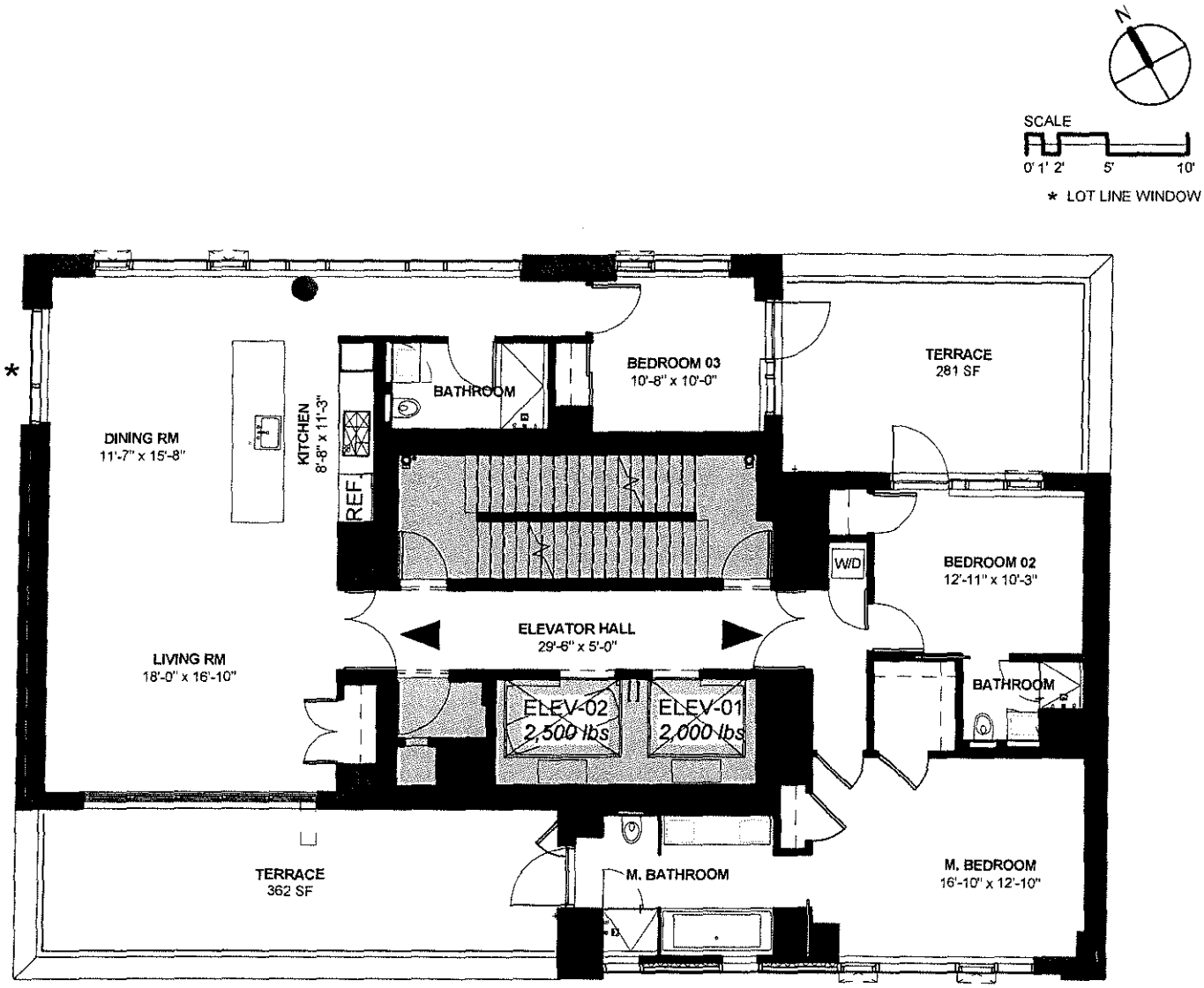
570 BROOME STREET

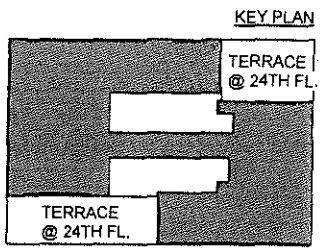
24-25 FLOORS

builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.





RESIDENCE PH1

24TH FLOOR

3 BEDROOMS, 3 BATHS

1,943 SQF

OP-028

< BROOME STREET >

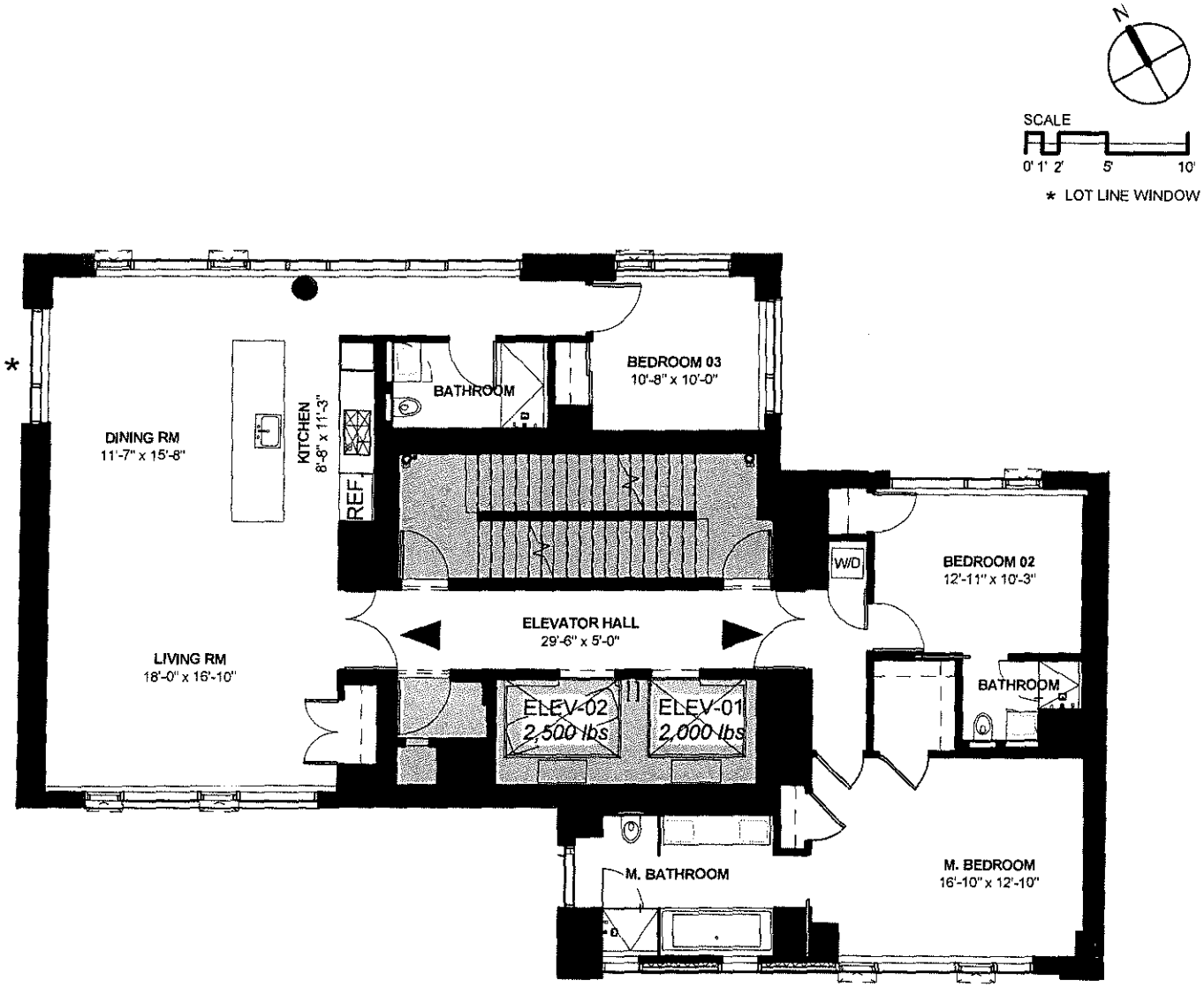
570BROOMESTREET

PH-A

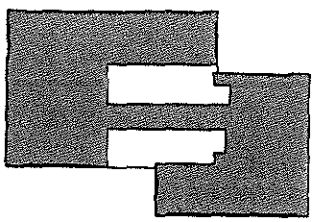
builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



KEY PLAN



RESIDENCE PH2

25TH FLOOR

3 BEDROOMS, 3 BATHS

1,943 SQF

OP-029

< BROOME STREET >

570BROOMESTREET

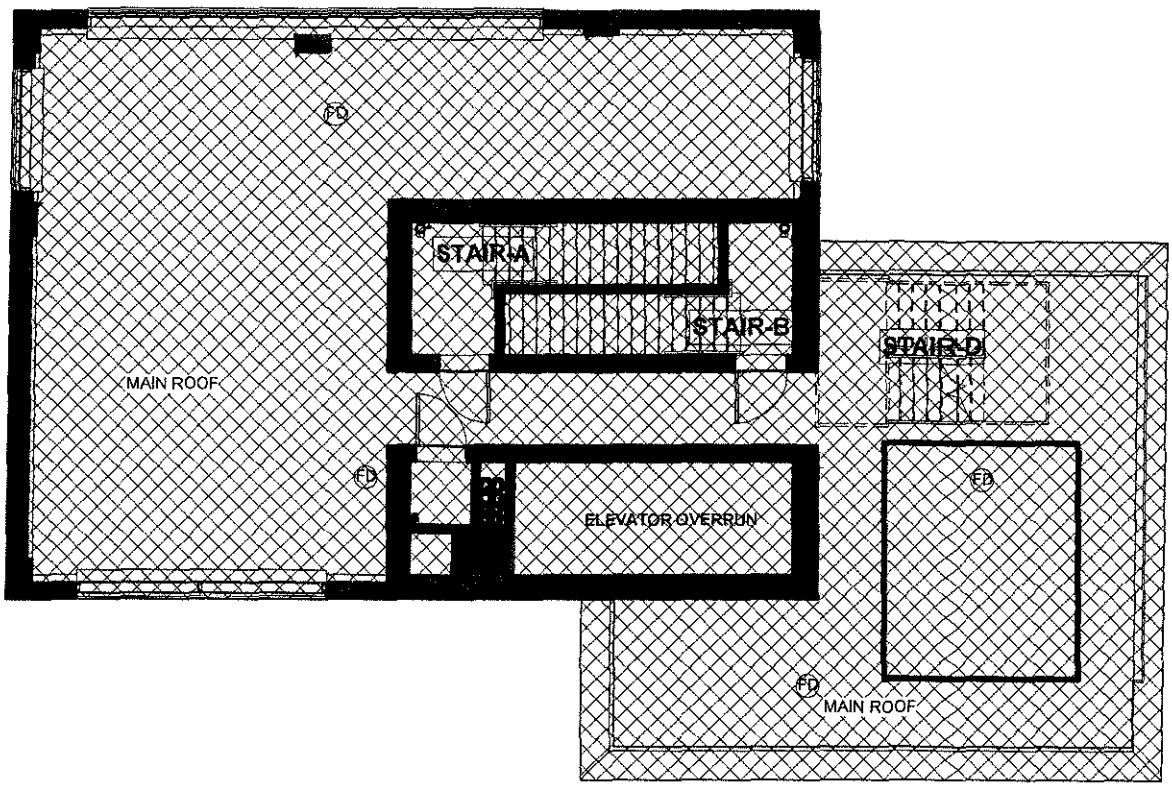
PH-B

builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FD = FLOOR DRAIN



SCALE

0' 2' 4' 8' 16'

OP-030

N

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

LIMITED RESIDENTIAL COMMON ELEMENT

LOT LINE WINDOW *

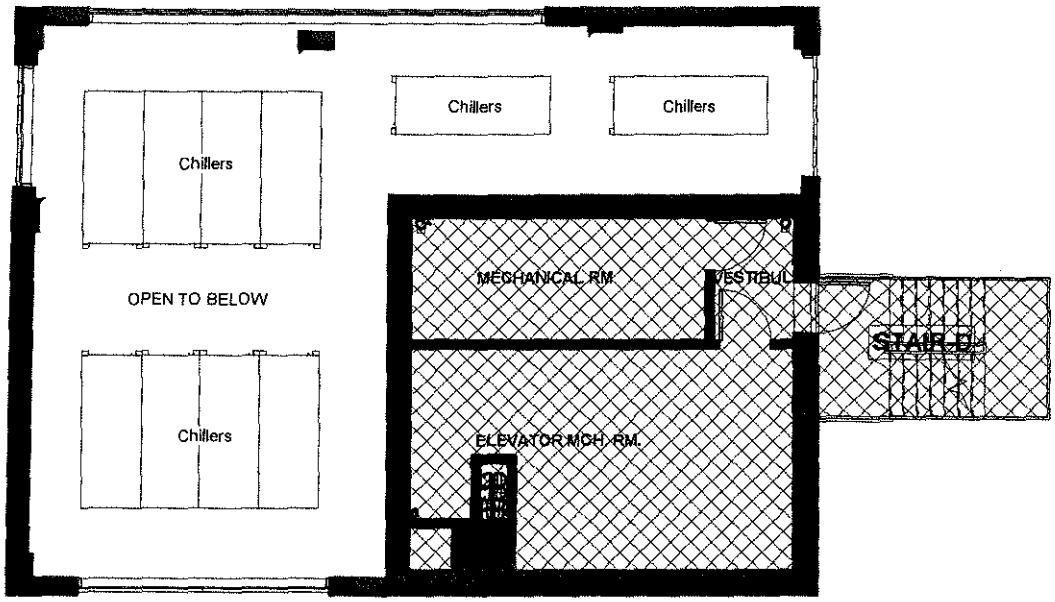
570 BROOME STREET

MAIN ROOF

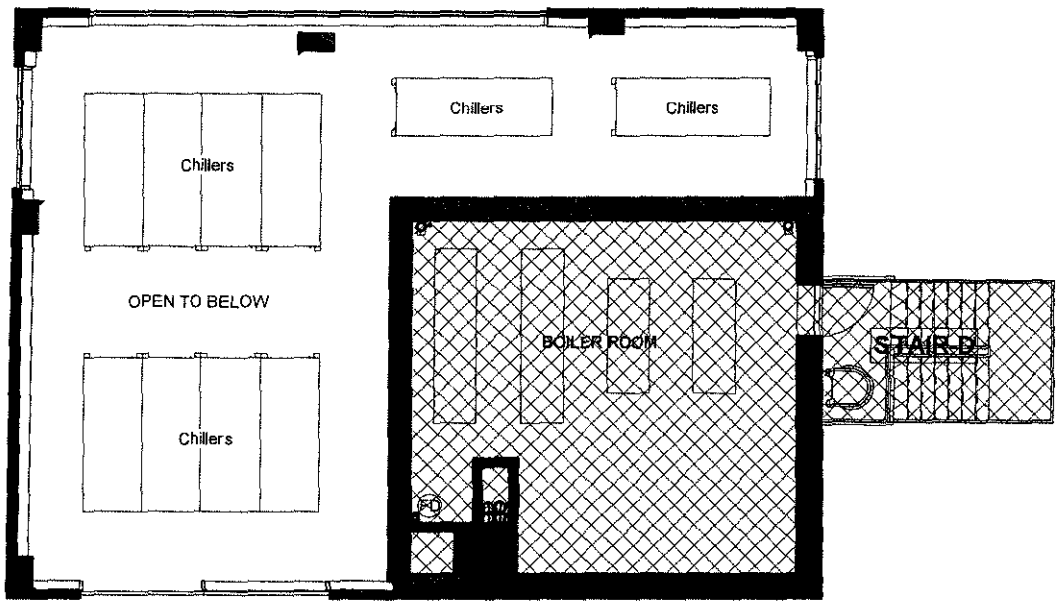
builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



MECHANICAL BULKHEAD 1



MECHANICAL BULKHEAD 2

SCALE

0' 2' 4' 8' 16'

OP-031

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

LIMITED RESIDENTIAL COMMON ELEMENT

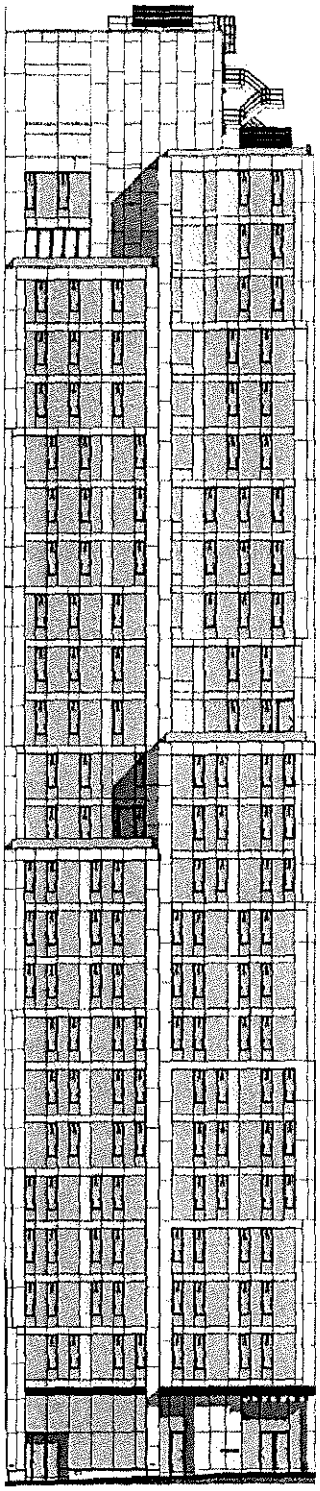
LOT LINE WINDOW *

570 BROOME STREET MECH. BULKHEAD-1&2

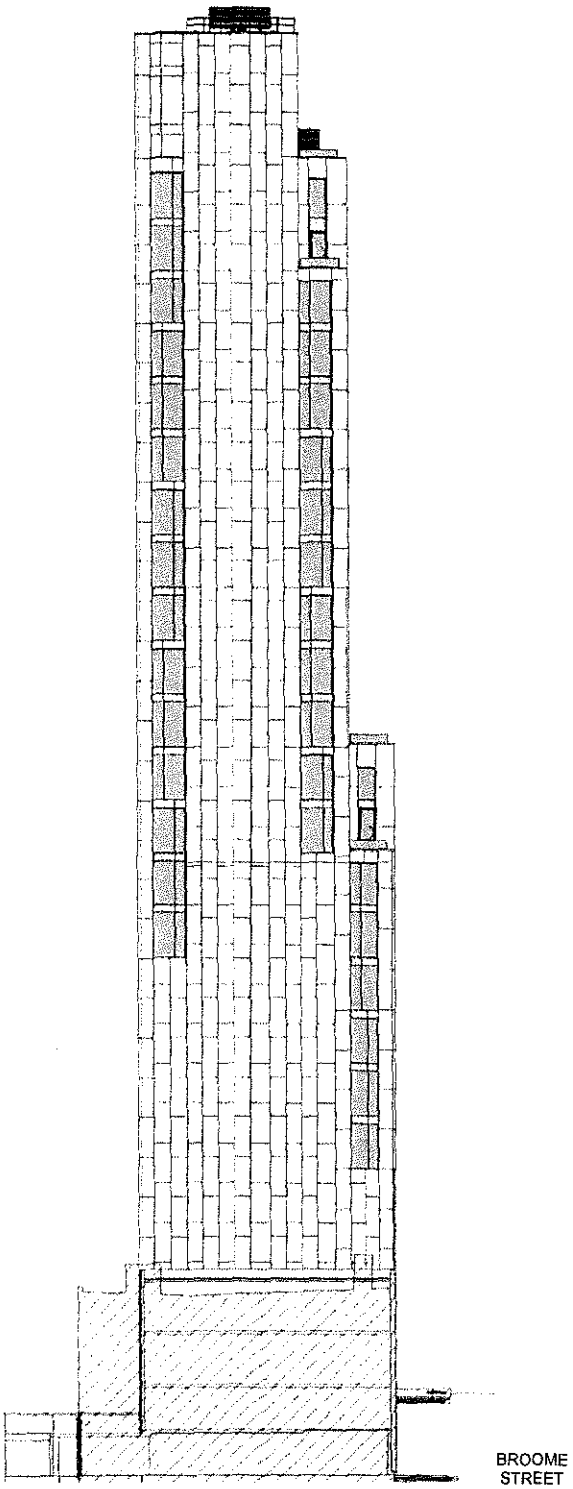
builtd

Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



SOUTH ELEVATION



WEST ELEVATION

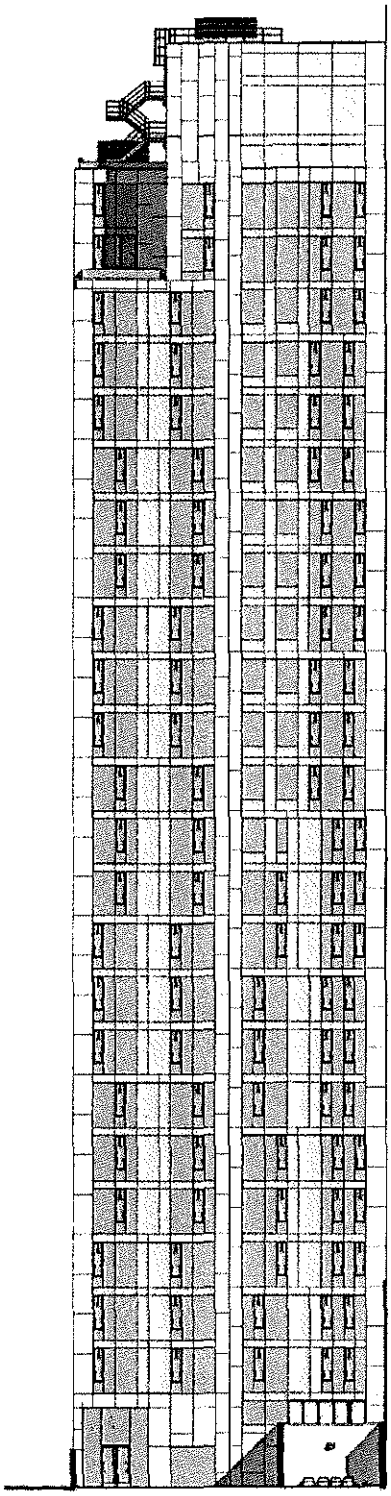
OP-003

570BROOMESTREET

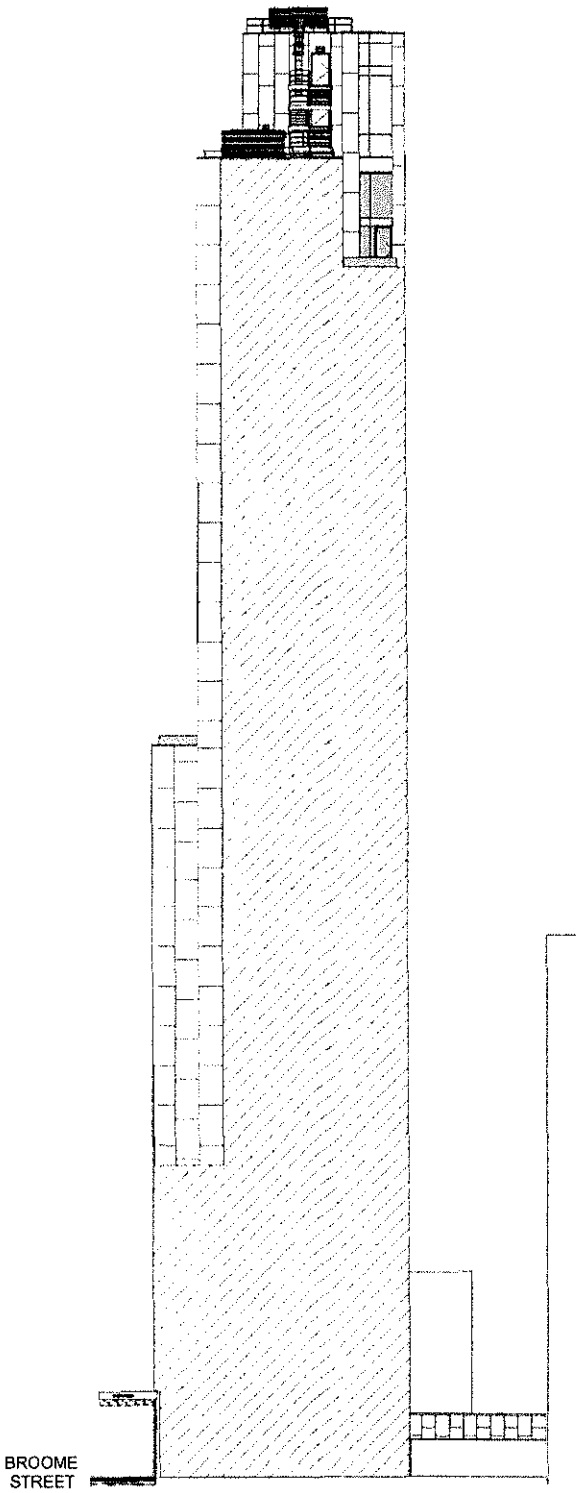
ELEVATIONS

builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



NORTH ELEVATION



EAST ELEVATION

OP-004

570BROOMESTREET

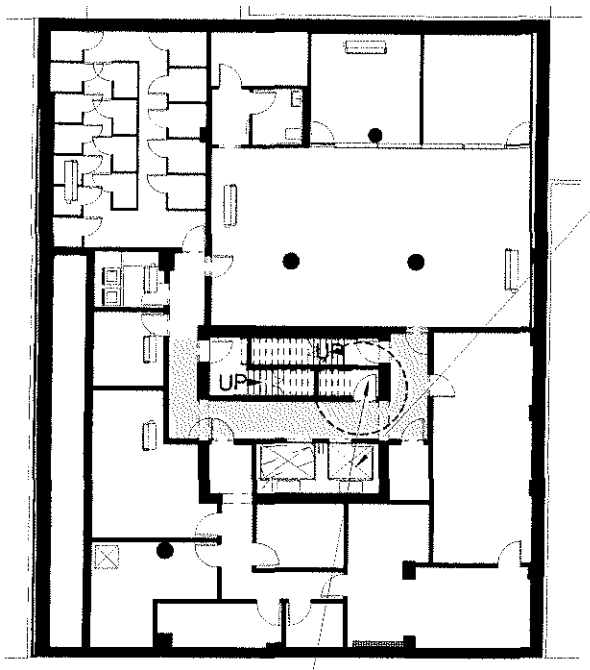
ELEVATIONS

builtd
Tahir Demircioglu Architect PLLC
18 East 41st Street Suite 1803 New York, NY 10017
www.builtd.com

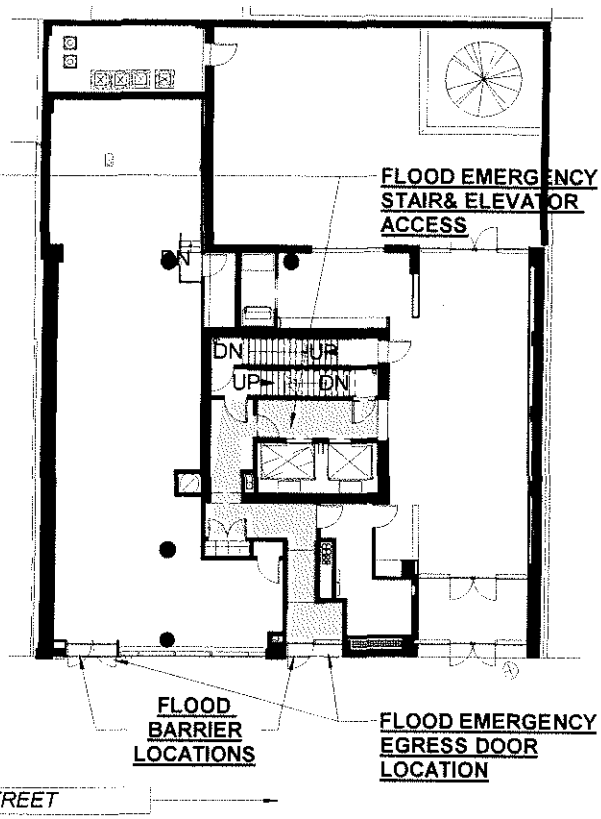
All dimensions are approximate and subject to normal construction variances and tolerances. Window configurations might vary. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLOOD PROOFING & MAINTENANCE PLAN

Cellar Floor



First Floor



DRY FLOOD-PROOFING EQUIPMENT STORAGE ROOM

FLOOD BARRIER LOCATIONS

FLOOD EMERGENCY EGRESS DOOR LOCATION

BROOME STREET

- THE BUILDING COMMUNITY SHALL IMPLEMENT AN EMERGENCY WARNING PLAN TO ENSURE SAFE EVACUATION OF FLOOD HAZARD AREAS, WHICH WILL ALERT ALL MEMBERS OF THE BUILDING COMMUNITY IN NO LESS THAN 12 HOURS BEFORE ANY PENDING FLOOD SITUATION.
- THE MINIMUM 12H EMERGENCY WARNING TIME SHALL ALLOW:
  (A) TO NOTIFY PERSONS RESPONSIBLE FOR INSTALLATION OF FLOODPROOFING MEASURES,
  (B) TO NOTIFY RESPONSIBLE PERSONS TO TRAVEL TO STRUCTURES TO BE FLOODPROOFED,
  (C) TO INSTALL, ACTIVATE, OR IMPLEMENT FLOODPROOFING MEASURES, AND
  (D) TO EVACUATE ALL OCCUPANTS FROM THE FLOOD HAZARD AREA.
- TEMPORARY METAL STAIRS SHALL BE PROVIDED FOR COMMERCIAL UNIT FLOOD EMERGENCY EGRESS DOOR.
- FLOOD PROOFING SHIELDS AND ATTACHMENT HARDWARE STORAGE IS LOCATED IN THE "DRY FLOOD EQUIPMENT STORAGE ROOM" IN THE BUILDING CELLAR. THEY SHOULD BE BROUGHT UP EITHER THROUGH STAIRS OR ELEVATORS AS INDICATED ABOVE.
- FLOOD SHIELDS ARE MANUALLY ATTACHED TO CLAMP BARS, WHICH ARE ATTACHED AND INCORPORATED INTO THE BUILDING FACADE SYSTEM. FLOOD SHIELDS ARE REMOVE MANUALLY FROM CLAMP BARS.
- FLOOD PROOFING EQUIPMENT SHALL BE INSTALLED BASED ON DIRECTIVES FROM CITY, STATE, OR FEDERAL AGENCIES, WHICH DIRECT LOCAL COMMUNITIES WITHIN FLOOD ZONES TO PREPARE FOR POTENTIAL FLOODING EMERGENCY.
- FLOOD SHIELDS AND ATTACHMENTS SHALL BE MAINTAINED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
- PRACTICE OF INSTALLING AND REMOVING FLOOD SHIELDS BY BUILDING STAFF SHALL BE DONE ANNUALLY PRIOR TO HURRICANE SEASON.
- THE PROPERTY HAS NO SPECIAL SUMP PUMPS OR DRAINAGE MEASURE OTHER THAN PROTECTIVE FLOOD SHIELDS.
- FLOOD PROTECTION EQUIPMENT SHALL BE INSPECTED TWICE ANNUAL TO IDENTIFY POTENTIAL DETERIORATION OF SHIELDS, ATTACHMENT HARDWARE, AND SEALS.
- DURING A FLOOD EMERGENCY, THE FLOOD EMERGENCY EGRESS DOOR SHALL BE USED WHEN EXITING THROUGH THE CENTRAL CORRIDOR WITHIN THE FIRST FLOOR OF THE BUILDING. THE ADJACENT DOOR SHALL BE KEPT SHUT TO PREVENT ANY FLOODING.

FEE TITLE DESCRIPTION

A "Unit" as hereinafter referred to shall be measured as follows:

The approximate physical dimensions of each Unit consists of the area measured from the exterior side of the Building walls at the Building line and/or property line enclosing the Unit, and/or from the midpoint of the interior Party Walls separating the Unit from another Unit, and/or from the public side or egress stair side of the interior Party Walls separating the Unit from public corridors or egress stairs, respectively, and/or from the mechanical space side of interior Party Walls and partitions separating the Unit from an elevator or other mechanical equipment space or any other Common Elements, and/or from the midpoint of a wall (other than a foundation wall) comprising a General Common Element or General Residential Units' Limited Common Element enclosing a Commercial Unit (other than Storage Space), and/or from the Unit side of a foundation wall enclosing a Commercial Unit. Columns and mechanical pipes and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. The outdoor floor area of a Terrace appurtenant to a Unit is not included in the Unit's indoor floor area of each Unit. The floor area occupied by any Common Elements bordering or within a Unit (such as the Building Walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the calculation of the floor area of the Unit, but such Common Elements are not part of the Unit. Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under finished flooring and sub-flooring materials) to the underside to the concrete slab above. The clearance beneath the top of the concrete floor slab and the bottom of the finished ceiling in the Units is indicated in the Description of Property and Specifications, but certain Units and areas within other Units may have clearances of less than indicated to accommodate facilities located above the same or otherwise to respect to common conditions.

SCHEDULE H

DECLARATION OF CONDOMINIUM

570 BROOME CONDOMINIUM
CONDO #____

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP
OF PREMISES LOCATED AT 570 BROOME,
NEW YORK CITY, NEW YORK 10013
BOROUGH OF MANHATTAN AND
COUNTY, CITY AND STATE OF NEW YORK,
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY
LAW OF THE STATE OF NEW YORK.

DECLARANT: **SOHO BROOME CONDOS LLC**
136 North 10th Street
2nd Floor
Brooklyn, New York 11249

DATE OF DECLARATION:

BLOCK: 578

FKA TAX LOT:

NKA LOTS:

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Sponsor
Attn: Richard Herzbach, Esq.
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

SCHEDULE I TO THE OFFERING PLAN

TABLE OF CONTENTS

		Page
ARTICLE I.	SUBMISSION OF PROPERTY.	1
ARTICLE II.	DESCRIPTION OF PROPERTY.	1
ARTICLE III.	DEFINITIONS	1
ARTICLE IV.	COMMUNITY/MEASUREMENT OF UNIT.	6
ARTICLE V.	COMMON ELEMENTS.	7
ARTICLE VI.	CHANGES TO A NON-RESIDENTIAL UNIT.	14
ARTICLE VII.	EASEMENTS.	15
ARTICLE VIII.	SERVICE OF PROCESS:	19
ARTICLE IX.	PERCENTAGE OF COMMON INTEREST.	20
ARTICLE X.	ADMINISTRATION	20
ARTICLE XI.	AMENDMENTS AND WITHDRAWAL.	20
ARTICLE XII.	SUBJECT TO DECLARATION, BY-LAWS, ETC.	24
ARTICLE XIII.	COMMON CHARGES.	25
ARTICLE XIV.	UNITS ACQUIRED BY THE BOARD.	26
ARTICLE XV.	POWER OF ATTORNEY.	26
ARTICLE XVI.	ENCROACHMENTS.	27
ARTICLE XVII.	UNIT OWNERSHIP.	27
ARTICLE XVIII.	USE OF UNITS.	28
ARTICLE XIX.	CONVEYANCE OF A UNIT.	28
ARTICLE XX.	STORAGE SPACES	28
ARTICLE XXI.	COVENANT OF FURTHER ASSURANCES.	30
ARTICLE XXII.	COVENANTS AND RESTRICTIONS.	31
ARTICLE XXIII.	FIRST LIEN HOLDER'S RIGHTS.	36
ARTICLE XXIV.	SPECIAL RIGHTS OF DECLARANT.	37
ARTICLE XXV.	INVALIDITY	39

SCHEDULE A	Legal Description
SCHEDULE B	
SCHEDULE C	By-Laws of Condominium

PLAN OF CONDOMINIUM UNIT OWNERSHIP

DECLARATION OF 570 BROOME CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE REAL
PROPERTY LAW OF THE STATE OF NEW YORK

In the Borough of Manhattan, County, City and State of New York on this ____ day of _____, 201_, Soho Broome Condos LLC, a New York limited liability company, organized and existing under the laws of the State of New York, with an office situated in New York, New York, hereinafter referred to as the "Declarant" or "Sponsor" represented in this Declaration by _____, who is fully empowered and qualified to execute this Declaration on behalf of the company does hereby state:

ARTICLE I. SUBMISSION OF PROPERTY.

By this Declaration the Declarant submits the property described in this Declaration, including the land and the Building and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith, to the provisions of Article 9-B of the Real Property Law of the State of New York.

ARTICLE II. DESCRIPTION OF PROPERTY.

The Declarant owns all that certain plot, piece or parcel of land, with the Building and improvements thereon erected, situate, lying and being in the Borough of Manhattan, and County, City and State of New York, and more particularly bounded and described on Schedule A annexed hereto and made a part hereto. The property will consist of fifty four (54) Residential Unit and one (1) Commercial Unit and the Common Elements located in a building containing twenty five (25) floors and a cellar. The architect who prepared and certified the Plans is: Buildtd, with offices located at18 East 41st Street, New York, New York 10017.

ARTICLE III. DEFINITIONS.

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

1. "Bicycle Storage Space Area" – The bicycle storage room located in the cellar for storage of bicycles on a first come first served basis (subject to any rules and regulations promulgated by the Residential Members of the Board of Managers) by the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants).

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

3. "Board Member" or "Member" – Each individual representative elected, designated or appointed to the Board of Managers. The Board Members are described as follows:

   a. "Residential Board Members" – The Board Members representing the Residential Unit Owners.

   b. "Commercial Board Member" – The Board Member representing the Commercial Unit Owner.

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

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

6. "Common Charges" - Each Unit Owner's proportionate share of Common Expenses of the Condominium.

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

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

   b. General Residential Units' Limited Common Elements which are Common Elements for the exclusive use of all Residential Unit Owners.

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

   d. Commercial Unit's Limited Common Elements which are Common Elements which are for the exclusive use of a Commercial Unit Owner or Owners.

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

9. "Commercial Area" – The area of the Condominium consisting of the Commercial Unit and Commercial Unit's Limited Common Elements.

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

11. "Condominium" – 570 Broome Condominium which includes the Unit Owners, the Units and the Common Elements.

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

13. "Condominium Documents" - The Declaration of Condominium, the By-Laws the As-Built Floor Plans of the Units and the Condominium Unit Designation Map (as provided in the Condominium Act) as the same may be amended from time to time.

14. "Condominium Property" or "Property" – The overall area of the Condominium.

15. "Declarant" or "Sponsor" – Soho Broome Condos LLC, a New York limited liability company and its successors, assigns and designees.

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

17. "Grantee" – The person to whom an interest in real property is conveyed.

18. "Grantor" – The person conveying an interest in real property.

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

20. "Laundry Room Area" – The area on the cellar level of the Building and used by the residents for the cleaning, washing and drying of laundry.

21. "Licensor" – The Board of Managers of the Condominium who has entered into a License Agreement with a Residential Unit Owner in the Condominium for a Storage Space.

22. "Licensee" – A Residential Unit Owner in the Condominium as defined herein, who has entered into a License Agreement with the Board of Managers for a Storage Space.

23. "License Agreement" – The agreement entitling the Licensee the exclusive right to use a Storage Space during the term of the agreement.

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

25. "Officer" – One (1) of the officers of the Condominium chosen by the Board of Managers as provided for in Article IV of the By-Laws of the Condominium including the President, Vice President, Secretary and Treasurer.

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

27. "Property" – The property described in Exhibit A of the Declaration.

28. "Rear Yard" – The rear yard located on the 2nd floor of the Building for use by the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants).

29. "Residential Fitness Center" – The fitness center located in the cellar of the Building for use by the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants).

30. "Residential Area" – The area of the Condominium consisting of the Residential Units, General Residential Unit's Limited Common Elements and Individual Residential Unit's Limited Common Elements.

31. "Residential Lobby" – The lobby located on the ground level of the Building for use by the Residential Unit Owners, residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants), guests, employees, agents, independent contractors, licensees, or invitees of a Residential Unit Owner.

32. "Residential Lounge" – The lounge located on the 2nd floor of the Building for use by the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants).

33. "Residential Terrace" - The terrace located on the ground floor and 2nd floor of the Building for use by the Residential Unit Owners and residents

of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants).

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

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

36. "Storage Spaces" – One (1) of the fourteen (14) storage spaces located in the cellar that will be offered to Residential Unit Owners pursuant to a license agreement to Residential Unit Owners.

37. "Unit" – One (1) of the Units in the Condominium. The Units are categorized as follows:

    a. "Residential Unit" – One (1) of the fifty four (54) Units designated as a Residential Unit in Schedule B of the Declaration for residential use.

    b. "Commercial Unit" – The Commercial Unit in Schedule B of the Declaration of Condominium to be used for any use permitted by New York City pursuant to applicable zoning.

As used herein the terms "Residential and Commercial Units" are equivalent to the term "Unit" in Article 9-B of the Real Property Law of the State of New York.

As used herein the term "Unit" shall include all the Units in the Condominium.

38. "Unit Owner" – A Unit Owner includes all the Unit Owners in the Condominium. Unit Owners are described as follows:

    a. "Residential Unit Owner" – The Owner of a Residential Unit.

    b. "Commercial Unit Owner" – The Owner of the Commercial Unit.

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

ARTICLE IV. COMMUNITY/MEASUREMENT OF UNIT.

A. **Community** - The Declarant is constructing on the described parcel a mixed use Condominium Community known as 570 Broome Condominium, according to the plans filed simultaneously with the recording of this Declaration in the New York City Register's Office, New York County, which Plans set forth a description of the Building stating the number of stories and number of Units. The architect who prepared and certified the Plans is: Builtd, with offices located at 18 East 41st Street, #1803, New York, New York 10017.

The Condominium will consist of fifty four (54) Residential Units, one (1) Commercial Unit and the Common Elements. The Condominium will also include fourteen (14) Storage Spaces located on the cellar level of the Building that will be licensed to Residential Unit Owners.

The structural system is comprised of concrete foundation walls, columns and shear walls supported on concrete pile caps. Each of the Units has access to each other Unit or to any other portion of the Condominium or to a street upon which the Condominium abuts by means of a walk hallway, or lobby. For the purposes of describing the location of the Building, approximate area, type and number of rooms of each Unit and the Common Elements to which each Unit has immediate access, each Unit is described as shown on Schedule B annexed hereto. Each Unit will be sold to one or more Unit Owners, each Unit Owner obtaining fee ownership, together with an undivided Percentage of Interest in the Common Elements of the Condominium, as listed hereinafter in this Declaration and referred to as the "Common Elements," all of the above in accordance with Article 9-B of the Real Property Law of the State of New York. The designation of the number of rooms, interior partitions and kitchen and bathroom facilities may be changed by mutual consent of the Sponsor and the Unit Owner at the time of construction of the Unit.

The aforesaid Condominium has a plot area of approximately 5,757 square feet.

B. **Measurement of Units –** The approximate physical dimensions of each Unit consists of the area measured from the exterior side of the Building walls at the Building line and/or property line enclosing the Unit, and/or from the midpoint of the interior Party Walls separating the Unit from another Unit, and/or from the public side or egress stair side of the interior Party Walls separating the Unit from public corridors or egress stairs, respectively, and/or from the mechanical space side of interior Party Walls and partitions separating the Unit from an elevator or other mechanical equipment space or any other Common Elements, and/or

from the midpoint of a wall (other than a foundation wall) comprising a General Common Element or General Residential Units' Limited Common Element enclosing a Commercial Unit (other than Storage Space), and/or from the Unit side of a foundation wall enclosing a Commercial Unit. Columns and mechanical pipes and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. The outdoor floor area of a Terrace appurtenant to a Unit is not included in the Unit's indoor floor area of each Unit. The floor area occupied by any Common Elements bordering or within a Unit (such as the Building Walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the calculation of the floor area of the Unit, but such Common Elements are not part of the Unit. Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under finished flooring and sub-flooring materials) to the underside to the concrete slab above. The clearance beneath the top of the concrete floor slab and the bottom of the finished ceiling in the Units is indicated in the Description of Property and Specifications, but certain Units and areas within other Units may have clearances of less than indicated to accommodate facilities located above the same or otherwise to respect to common conditions.

ARTICLE V. COMMON ELEMENTS.

The Common Elements will consist of the entire Property, including all parts of the Condominium and improvements thereon, other than the Units, and will consist of the following:

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

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

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

3. All exterior walls of the Building that are not restricted in use to a specific Unit or Units and intended for the common use and service of the entire Building;

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

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

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

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

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

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

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

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

12. All telephone and cable rooms, meter rooms, equipment rooms, machine rooms, elevator rooms and any other mechanical rooms or areas intended for the common use and service of the entire Building;

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

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

15. The elevator, elevator cab and all mechanical equipment servicing any elevator intended for the common use and service of the entire Building;

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

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

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

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

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

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

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

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

1. Any portion of the roof, parapets, coping and bulkheads that are for the exclusive use of the Residential Unit Owners and residents of

the Building (including family and permitted occupants of the Residential Unit Owners and their tenants) of the Condominium;

2. All foundations, footings, piles, plates, columns, girders, beams, supports, floor slabs and ceilings that are not part of a Unit and any interior load bearing walls that are not part of a Unit and that are for the exclusive use of and service and support the Residential Area of the Condominium;

3. All parts of the exterior walls and facades that are for the exclusive use of the Residential Area of the Condominium;

4. Stairs, stairways, common hallways which are not located wholly within a Unit, the Commercial Area, and entrances and exits to and from the Condominium other than entrances to the individual Units which are for the exclusive use of the Residential Area or Residential Units of the Building;

5. All improved and unimproved areas of the Condominium located outside the boundaries of the Units and the Commercial Area that are for the exclusive use of the Residential Area of the Condominium;

6. All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, cable, gas, hot and cold water and heat (including all boilers, pipes, cooling towers, condensers, electric and hot water cabinet unit heaters, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces that are for the exclusive use of the Residential Area or two (2) or more Residential Units in the Condominium;

7. All drainage systems, pumps, sewers, sewer ejector pumps, storm sewer and/or water pipes, drywells, drains, catch basins, yard and roof drains, sump pit, detention tanks or facilities that are for the exclusive use of the Residential Area of the Condominium;

8. All mechanical equipment, equipment rooms, machine rooms, telephone and cable rooms, meter rooms, utility meters, storage areas and any other mechanical rooms or areas, if applicable, that are for the exclusive use of the Residential Area of the Condominium;

9. Any heating, cooling or other mechanical system located in the Common Elements that are for the exclusive use of the Residential Area or two (2) or more Residential Units of the Condominium;

10. All tanks, pumps, motors, fans, compressors, cooling towers, condensers and control equipment that are for the exclusive use of the Residential Area or two (2) or more Residential Units of the Condominium;

11. Any intercom system that is for the exclusive use of the Residential Units;

12. The elevators, elevator cabs and elevator machine room that are for the exclusive use of the Residential Area of the Condominium;

13. The fire protection system including standpipes/combined standpipe sprinkler risers, fire hose valve, sprinkler heads and Siamese connections that are for the exclusive use of the Residential Area of the Condominium;

14. Any sprinkler system located in the Common Elements that are for the exclusive use of the Residential Area of the Condominium;

15. Any compactor and trash chutes that are for the exclusive use of the Residential Area of the Condominium;

16. The Residential Fitness Center located on the cellar floor for the exclusive use of the Residential Units;

17. The Residential Lounge and Residential Terrace located on the second floor intended for the exclusive use of the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants) of the Condominium;

18. The Bicycle Storage Space Area located on the cellar level intended for the exclusive use of the residents of the Condominium;

19. Any general storage area located in the Building used exclusively for the Residential Area;

20. Any mailboxes located in the lobby of the Building intended for the exclusive use of the Residential Units;

21. The Laundry Room located on the cellar level intended for the exclusive use of the Residential Unit Owners and residents of the Building (including family and permitted occupants of the Residential Unit Owner and their tenants) of the Condominium;

22. Refuse disposal chutes intended for the exclusive use of the Residential Units;

23. The Residential Lobby, including the package room located in the Residential Lobby;

24. The Rear Yard;

25. The service entrance located on Broome Street level intended for the exclusive use of the Residential Area;

26. The Storage Spaces located in the cellar for use of a Residential Unit Owner pursuant to the terms of a License Agreement; and

27. All other parts of the Residential Area of the Condominium and all apparatus and installations existing in the Residential Area of the Condominium or Property for common use or necessary or convenient exclusively to the existence, maintenance or safety of the Residential Area and/or Residential Unit Owners of the Condominium.

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

1. The private terraces appurtenant to Residential Units 13A, 15B and PHA (located on the 24th Floor) shall be a Limited Common Element for the exclusive use of the Residential Unit Owner of the applicable Residential Unit;

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

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

All structural repairs and replacements to any private terrace appurtenant to Residential Units 13A, 15B and PHA (located on the 24th Floor) that is an Individual Residential Unit's Limited Common Element will be the obligation of the Condominium to repair and replace. Notwithstanding, all expenses thereto shall be paid for by the respective Residential Unit Owner. Failure to pay the expenses to the Condominium shall be considered a default of the obligations of the Residential Unit Owner and the Board of Managers shall have all of the rights afforded the Board as detailed in Article IX of the By-Laws. All general maintenance and repairs of a private terrace appurtenant to Residential Units 13A, 15B and PHA (located on the 24th floor) terrace, including

cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks, the replacement of pavers and the repair or replacement of the surface of the private terrace shall be the responsibility of the Residential Unit Owner whose private terrace is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit. The private terraces are not permitted to be used for storage and are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to sleeping, living room, office or similar use. All drains located on a private terrace must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a private terrace.

All repairs, maintenance and replacement and all costs associated thereto to any hot water tank, boiler, fireplace, heat pump, condenser or any other heating, cooling or other mechanical system, which service an individual Residential Unit shall be the sole obligation of the applicable Residential Unit Owner for which the facility is a Limited Common Element. Failure to pay the expenses to the Condominium shall be considered a default of the obligations of the Residential Unit Owner and the Board of Managers shall have all of the rights afforded the Board as detailed in Article IX of the By-Laws.

E. Commercial Unit's Limited Common Elements - The following portions of the Common Elements shall be Limited Common Elements for the exclusive use of the owner of a Commercial Unit, if applicable and are herein sometimes collectively referred to as the "Commercial Unit's Limited Common Elements":

1. The entrances to and exits from a Commercial Unit;

2. The equipment and facilities exclusively serving only a Commercial Unit if located outside the Commercial Unit and all other apparatus, installations, systems equipment and facilities in the Condominium (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit the Commercial Unit exclusively;

3. Any portion of the roof, including any roof equipment area, that services a Commercial Unit exclusively;

4. Any commercial storage area located in the Building servicing a Commercial Unit;

5. Stairs, stairways, hallways which service a Commercial Unit exclusively;

6. All central and appurtenant installations in the Common Elements for services such as power, light, telephone, television, cable, gas, hot and cold water and heat (including all pipes, ducts, wires, chutes, cables and conduits used in connection therewith located in the Common Elements) and all other mechanical equipment spaces that service a Commercial Unit exclusively;

7. All drainage systems, sewer and/or storm sewer pipes, sewer ejector pumps, drywells, drains or detention tanks and facilities, if applicable, that service a Commercial Unit exclusively;

8. All mechanical equipment, utility meters, storage areas, if applicable, that service a Commercial Unit exclusively;

9. Any heating, cooling or other mechanical system located in the Common Elements servicing a Commercial Unit exclusively;

10. Any intercom system that services the Commercial Unit exclusively;

11. All telephone and cable rooms, meter rooms, compactor rooms, refuse/recycle rooms, equipment rooms and any other mechanical rooms or areas that service a Commercial Unit exclusively; and

12. All other parts of the Condominium and all apparatus and installations existing in the Condominium for the exclusive use of a Commercial Unit.

F. Provisions Applicable to All Common Elements

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

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

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

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

ARTICLE VI. CHANGES TO A COMMERCIAL UNIT.

Except to the extent prohibited by law, the Declarant, its successor, assignee or designee and a Commercial Unit Owner(s) shall have the right, without the vote or consent of the Board of Managers to: (a) make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, in, to and upon a Commercial Unit; (b) change the layout of, or number of rooms in a Commercial Unit from time to time; (c) change the size and/or number by subdividing one or more Commercial Units into two or more separate Commercial Units, combining

separate Commercial Units (including those resulting from such subdivision or otherwise) into one or more Commercial Units, altering the boundary walls between any Commercial Units, or otherwise; (d) if appropriate, reapportion among a Commercial Unit affected by such change in size or number pursuant to the preceding clause their percentages of interest in the Common Elements; provided, however, that the percentage of interest in the Common Elements of any other Commercial Units shall not be changed by reason thereof unless the owners of such Commercial Units shall consent thereto and, provided further, that the Declarant, its successor, assignee or designee and the Commercial Unit Owner(s) shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Commercial Unit Owner(s) harmless from any liability arising therefrom.

Nothing contained in this Declaration shall prohibit the division or consolidation of a Commercial Unit and common interest appurtenant thereto, including but not limited to a change in the number of rooms. In no case, however, may such division or consolidation result in a different Percentage of Common Interest for the total of the new Commercial Unit than existed for the total of the original Commercial Units before division or consolidation. An amendment to this Declaration authorized by this paragraph of Article Sixth may be filed by the Declarant or a Commercial Unit Owner without any consent of the Board of Managers or any other Unit Owner provided the Percentage of Common Interest of all other existing Units is not affected thereby.

ARTICLE VII. EASEMENTS.

All pipes, sewers and/or drainage lines and wires, conduits and public utility lines located within each Unit and for the exclusive use of a Unit shall be maintained by such Unit Owner at the Unit Owner's sole cost and expense. Any portion of such pipes, sewers and/or drainage lines and wires, conduits and public utility lines located in the Common Elements or in a Limited Common Element and servicing one or more other Units, will be a General Common Element or General Residential Units' Limited Common Element and all repairs and maintenance thereto shall be the responsibility of the Condominium. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, sewers and/or drainage lines, wires, conduits and public utility lines servicing such other Units located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in any Unit and servicing any other Unit or causing damage or in imminent danger of causing damage to any other Unit or any Common Element, no matter how classified. The cost of such repairs shall be a Common Expense unless the damage is the result of the negligence of a Unit Owner or tenant, occupant, employee or other person a Unit Owner may be responsible for, in which case the cost of such repairs shall be the responsibility of the Unit Owner who is responsible or whose tenant, occupant, employee or other person the Unit Owner is responsible for causing such

damage. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The owner(s) of a Commercial Unit and any Units resulting from the subdivision and/or consolidation of a Commercial Unit shall have easements for (i) the installation, maintenance, repair and replacement of signs, flues, vents, air-conditioning, heating, ventilating, water and other mechanical lines and fixtures and equipment on the exterior walls, the roof and through the Common Elements of the Condominium, and in, through under and over any Commercial Unit and any Units resulting from the subdivision or consolidation of the Commercial Unit; (ii) access in and through the Common Elements of the Condominium for all required work to permit the subdivision or consolidation of a Commercial Unit; (iii) through the Common Elements of the Condominium for the use of any Commercial Unit's Limited Common Element including any storage area and roof equipment and for access to any portion of the Building for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located in or on the Building that service a Commercial Unit including any roof equipment and any storage area, provided, however, that except in the case of an emergency, the right of access for the purpose of installing, repairing, maintaining and replacing any fixtures and equipment now or hereafter located in or on the Building that service a Commercial Unit may be exercised only on weekdays between the hours of 8:00 AM to 6:00 PM. A Commercial Unit and any Units resulting from the subdivision or consolidation of a Commercial Unit shall be subject to easements in favor of any other Unit(s) and any Unit resulting from the subdivision or consolidation of a Commercial Unit for the installation, maintenance, repair and replacement of gas, electricity, heating, air-conditioning, ventilating and water and other mechanical lines and fixtures and equipment serving a Commercial Unit and any Units resulting from the subdivision or consolidation of a Commercial Unit. The owner and tenants of a Commercial Unit shall have the right at their sole expense to install separate heating and cooling systems for a Commercial Unit and any Units resulting from the subdivision of a Commercial Unit and an easement is herewith granted in, over, under and through the applicable portions of the entire Building for (i) the installation, maintenance, repair and replacement of the heating and cooling systems and all necessary pipes, lines, conduits, ducts, water lines and flues in connection therewith if such right is exercised; (ii) for access to any equipment that services a Commercial Unit and which is located in the Residential Area of the Condominium or the Individual Residential Unit's Limited Common Elements and (iii) to erect, maintain and replace one or more signs on the Property permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Condominium.

The Board of Managers and their agents, employees and contractors shall have an easement for access through all the Common Elements and the Units for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any Unit or any other Common Element no matter how classified, or for the purpose of complying with any laws, orders, rules or

regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of Condominium or for the health and safety of the Condominium and its residents. Such right of access to a Unit shall be exercised in such a manner as is required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its Property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

Each respective utility and cable company shall have a right of access to the Common Elements and each Unit for maintenance, repair or improvements to any pipes, sewers and/or drainage lines, wires, conduits and public utility lines located in the Common Elements and any Unit. Any utility or cable company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

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

The Board of Managers shall have the right to grant easements in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the purpose of installation, maintenance and repair of a satellite dish, cable service or other data or internet services and all ancillary wires, conduits, utility lines and any other services required for a satellite dish, cable service or other data or internet services for the use of the Unit Owners in the Condominium.

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

The Declarant, its successors, assigns, and purchasers of undeveloped or unsold Units, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all of the Property and the Building comprising the Condominium for the purpose of completing construction, sale and rental of Units and

facilities in the Condominium and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across all of the Property and the Building comprising the Condominium for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, assigns, and purchasers of undeveloped or unsold Units, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or on the Property and Building comprising the Condominium. The Declarant, its successors and assigns, and purchasers of undeveloped or unsold Units, shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Property and the Building comprising the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Units to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Declarant's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their Percentage of Common Interest in the Common Elements. The Declarant, its successors and assigns reserve the right to continue to use the Common Elements and any facilities, sales offices, model Units and signs located on the Common Elements, in its efforts to sell and/or lease Units constructed in the Condominium and to complete construction of the Condominium. This paragraph shall not be amended without the consent of the Declarant.

Declarant shall have and each Unit Owner shall be deemed to grant a right of access to and through their Unit to Declarant or its designee, assignee or successor and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed or to be performed by or on behalf of Declarant with respect to the Common Elements and/or the Units.

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

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

rebuilding, restoration or replacement of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements or Commercial Unit's Limited Common Elements.

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

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

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

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

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

The Board of Managers on behalf of the Condominium will have an easement and unlimited access to any Common Element, no matter how classified, for the purpose of making inspections, repairs or rebuilding of the Condominium.

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

ARTICLE VIII. SERVICE OF PROCESS:

The Board of Managers on behalf of the Condominium designates the Secretary of State of New York as its agent for service. Service of process on the Unit Owners in any action with relation to the Common Elements shall be made upon the Secretary of State as the agent of the Board of Managers of the Condominium. The post office

address to which the Secretary of State shall mail a copy of any process against this Condominium served upon the Secretary of State as agent for service of this Condominium during the period the Declarant controls the Board of Managers is: c/o Soho Broome Condos LLC, 136 North 10th Street, 2nd Floor, Brooklyn, New York 11249. Once the Declarant no longer controls the Board of Managers, the Board of Managers must notify the Secretary of State that the post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon the Board of Managers as agent of this Condominium is: Board of Managers, 570 Broome Condominium, New York, New York 10013 or such other address as the Board of Managers of the Condominium selects.

ARTICLE IX. PERCENTAGE OF COMMON INTEREST.

Each Unit Owner shall have such Percentage of Common Interest in the Common Elements as is set forth in Schedule B attached hereto and shall be responsible for its pro rata share of the Common Expenses of the Condominium based upon such Percentage of Common Interest except as otherwise described in the Declaration or By-Laws. Each Residential Unit Owner and Commercial Unit Owner shall have one vote for each Residential and/or Commercial Unit owned by a Residential and/or Commercial Unit Owner for all voting purposes at any meeting of the Unit Owners. The Percentage of Common Interest of each Unit in the Common Elements has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. Said method of determining the Percentage of Common Interest in a condominium complies with and is pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York.

ARTICLE X. ADMINISTRATION.

The administration of the Condominium, and parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto as Exhibit B.

ARTICLE XI. AMENDMENTS AND WITHDRAWAL.

1. The dedication of the Property to Condominium ownership herein shall not be revoked or the Property withdrawn from Condominium ownership unless eighty (80%) percent of the Unit Owners in number and in common interest and the first mortgagees, if any, of each of these same Units agree to such revocation or removal of the Property from the Plan by duly recorded instruments.

2. The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six

and two-thirds (66⅔%) percent of the Unit Owners in number held at a duly-called meeting of the Unit Owners, provided however, that:

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

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

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

d. As long as the Declarant, its successor, assignee or designee retains the Commercial Unit, no amendment to the Declaration which solely affects the Commercial Unit may be adopted without the written consent of Sponsor, its successor, assignee or designee. Thereafter no amendment to the Declaration which solely affects the Commercial Unit may be adopted without the written consent of the then Commercial Unit Owner. In the event the Commercial Unit is sub-divided subsequent to the Declarant, its successor or assigns retaining the Commercial Unit no amendment to the Declaration which solely affects the then Commercial Units may be adopted without the written consent of at least sixty six and two thirds (66⅔%) percent in number of the then Commercial Unit Owners.

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

f. The Board of Managers and the Declarant, as long as the Declarant owns an Unsold Unit in the Condominium, shall have the right to amend the Declaration without the vote or consent of the Unit Owners or the holders of any Unit mortgages and to execute and record in the New York City Registrar's Office, such amendment as may be required to reflect (i) changes in the Declaration (including Schedule B), As-Built Floor Plans and Condominium or Unit Designation Map that are corrective in nature or (ii) to resolve or clarify any inconsistency or which is patently a mistake or a scrivener's error, or (iii) technical corrections; or (iv) to

comply with any federal, state or city law or regulation that may affect the Condominium. In connection therewith, each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest to the Board of Managers of the Condominium and to the Declarant to amend this Declaration of Condominium for said purposes.

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

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

condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment. In order to comply with this provision of the Declaration all Unit Owners are required to provide the Board of Managers with their current mortgage holder when requested by the Board of Managers and whenever a Unit Owner obtains a new mortgage.

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

3. The Declarant, its successors, assigns and purchasers of undeveloped or unsold Units shall have the right without vote or consent of the Unit Owners, the Board of Managers or the holders of Unit mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Register's Office of the City of New York, and elsewhere, if required by law, an amendment or amendments to this Declaration (together with such other documents, plan and maps as may be required to effectuate the same) to reflect (i) the certification by a registered architect or professional engineer, certifying that the floor plans and/or amended As-Built Floor Plans, Condominium or Unit Designation Map filed as part of an amended Declaration are an accurate copy of portions of the plans of the Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units as built, or (ii) utility easements, or (iii) technical corrections to the Declaration and By-Laws to conform to other documents including but not limited to the Offering Plan or as-built plans (iv) to amend Schedule B of this Declaration to conform the model type, square footage and type and number of rooms and any other required information for a specified Unit, so long as the appurtenant Percentage of Common Interest does not change for said Unit subject to (v), (vii) and (viii) hereof or (v) to amend Schedule B prior to the first closing, to effect a change in the Percentage of Common Interest of all or specific Units and revise Schedule B accordingly or (vi) to amend Schedule B of this Declaration to assign or revise an Individual Residential Unit's or Commercial Unit's Limited Common Elements appurtenant to a Residential or Commercial Unit or (vii) to amend Schedule B of this

Declaration to consolidate or subdivide Units subject to all necessary approvals by the Building Department of the City of New York, or other municipality or administrative agency, to revise the square footage and type and number of rooms and any other required information for a specified Unit and to change the appurtenant Percentage of Common Interest so long as the new Percentage of Common Interest equals the Percentage of Common Interest of the Units that were consolidated or subdivided, or (vi) to effectuate permissible changes in unsold Units including the Percentage of Common Interest of one (1) or more of the Unsold Units as long as it does not change the Percentage of Common Interest of a sold Unit and to amend Schedule B accordingly, or (ix) to amend Schedule B to make technical corrections to said Schedule including, but not limited to, square footage of Units, assign or revise Limited Common Elements appurtenant to a Unit or to revise the number and description of rooms contained in a Unit or (x) to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to, the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA") and/or any State or Local Funding Agencies, or (xi) to make corrections that are patent errors, inconsistencies, scrivener's errors and technical errors, or (xii) to comply with any federal, state or city law or regulation that may affect the Condominium; or (xiii) the carrying out of other provisions of the Offering Plan of the Condominium. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Declarant, its successors, assigns and purchasers of undeveloped or unsold Units to amend the Declaration of Condominium for said purposes.

4. Any amendment to this Declaration shall not take effect until it is recorded in the New York City Register's Office.

Regardless of any other provision of this Declaration, no action for partition or division of the Common Elements shall be brought nor shall this plan of condominium ownership be terminated where such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

ARTICLE XII. SUBJECT TO DECLARATION, BY-LAWS, ETC.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of this

Declaration and the By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE XIII. COMMON CHARGES.

Common Expenses of the Condominium shall be determined by the Board of Managers of the Condominium. The Common Expenses of the Condominium shall be assessed to and paid by the Unit Owners of the Units based upon each Unit's Percentage of Common Interest as reflected in Schedule B of this Declaration. The assessments paid by the Unit Owners towards the Common Expenses of the Condominium shall be referred to as "Common Charges". All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid together with the maximum interest permitted in New York thereon, chargeable to any Unit Owner shall constitute a lien on the Unit Owner's Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivisions of any governmental authority, including but not limited to State and City taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys' fees and costs of collection (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. Each Unit Owner shall be personally liable for all unpaid Common Charges and any Special Assessments.

Notwithstanding the above, pursuant to Section 339-m of the Condominium Act, Common Charges, no matter how classified, may be adjusted based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In the event of any dispute as to the allocation of Common Charges such dispute shall be submitted for arbitration pursuant to the provisions of Article XIII of the By-Laws of the Condominium.

In addition to the Board of Manager's right to bring an action to foreclose a lien of a Unit in the event of a default in the payment of Common Charges by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board of Managers shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make the late payment.

In addition to the Board's right to bring an action to foreclose a lien on a Unit Owner's Unit, the Board (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges at the option of the Board, without foreclosing or waiving the lien securing such charges. In such an event, the Condominium shall be entitled to recover all costs of suit including reasonable attorneys' fees.

Every Unit Owner shall pay the Common Charges assessed against the Unit Owner when due as determined by the Board of Managers and no Unit Owner may be exempt from liability for the payment of the Common Charges assessed against the Unit Owner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by the Unit Owner of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

Notwithstanding any other provision in this Declaration or the By-Laws any mortgagee of an Institutional Mortgage as defined herein who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of unpaid Common Charges. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title the Institutional Mortgagee shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable.

ARTICLE XIV. UNITS ACQUIRED BY THE BOARD.

In the event any Unit Owner shall convey their Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article IX of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

ARTICLE XV. POWER OF ATTORNEY.

1. In order to carry out the provisions of Article Fourteenth of the Declaration and Article XI of the By-Laws, each Unit Owner shall, upon becoming such, grant an irrevocable power of attorney, coupled with an interest to the Board of Managers and their successors to acquire title or lease any such Unit acquired by the Board of Managers under whatever terms the Board of Managers may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under

such terms as the Board of Managers in its sole discretion shall deem proper.

2. Each Residential Unit Owner shall upon becoming a Residential Unit Owner shall further grant an irrevocable power of attorney, coupled with an interest to the Board of Managers to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. This paragraph 2 of Article Fifteenth shall not apply to an owner of a Commercial Unit.

3. Each Unit Owner shall, upon becoming such, shall be deemed to have granted an irrevocable power of attorney, coupled with an interest to the Board of Managers, the Declarant and their successors, designees and/or assigns to amend the Declaration and the By-Laws for the purposes set forth in Article XI, Section 2F and Section Article XI, Section 3 of the Declaration and Article X, Sections (c) and (g) of the By-Laws for the purposes set forth therein.

ARTICLE XVI. ENCROACHMENTS.

The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereinafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as aforedescribed due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

ARTICLE XVII. UNIT OWNERSHIP.

Upon the Closing of Title to a Unit, a Purchaser shall automatically become a Unit Owner in the Condominium and shall remain such until such time as the Unit Owner ceases to own the Unit for any reason.

ARTICLE XVIII. USE OF UNITS.

1. Residential Units shall be restricted to Residential Occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

2. A Commercial Unit shall be for any use permitted by applicable zoning requirements of the City of New York except that the following shall be prohibited uses for the Commercial Unit: veterinarian's office or pet shop; martial arts studio or school; machine shop or welding shop; dry cleaning or laundry service; chemical wholesaling, storage, retailing or manufacturing; heavy trucking, methadone clinic, drug or alcohol rehabilitation; extermination service; bicycle messenger center; bowling alley, manufacturer of tobacco products; leather dying or coloring; motel/hotel/hostel/homeless shelter or any transient use; tattoo parlor; waste disposal/refuse center; amusement arcade; auditorium; billiard parlor; brewery; heavy manufacturing of any kind; adult bookstore or video shop or other adult entertainment facility; homeless shelter; any enterprise engaging in pornography; restaurant, fast food establishments, bar, pub, or commercial cooking.

3. Storage Spaces that are subject to a License Agreement pursuant to Article XX of this Declaration shall be used for the storage of normal household items.

ARTICLE XIX. CONVEYANCE OF A UNIT.

In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid Common Charges and any Special Assessments against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefore. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charge against the Grantor and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid Common Charge against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include the holder of an Institutional Mortgage as provided in Article Thirteenth of this Declaration.

ARTICLE XX. STORAGE SPACES

Section 1. General

The Storage Spaces will be subject to a License Agreement between a Residential Unit Owner as the Licensee and the Board of Managers as the Licensor. The Board of Mangers shall be required to keep a list of all Storage Spaces and the

Residential Units that are subject to a License Agreement or subject to a rental. All Residential Unit Owners subject to this Declaration shall be required to advise the Board of Managers of the Condominium of any assignment or rental of any Storage Space pursuant to a License Agreement within ten (10) days of such assignment or rental.

Section 2. Use

Storage Spaces may only be utilized pursuant to the provisions of the Declaration of Condominium and By-Laws of the Condominium and any Rules and Regulations regarding the Storage Spaces.

Section 3. Repair and Maintenance

All repairs and maintenance of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space. All Storage Spaces must be maintained in a first class condition. In the event a Storage Space is not maintained in such first class condition, the Board of Managers shall have the right to make any and all necessary repairs and assess the Residential Unit Owner who is the Licensee of the Storage Space all expenses associated with the repair. Such assessment shall be treated as an additional Common Charge to the Residential Unit Owner and all rights and remedies regarding a default of Common Charges in this Declaration of Condominium or the By-Laws shall be applicable to the collection of such assessment.

Section 4. License Agreement

The Sponsor shall be authorized to execute all initial License Agreements for a Storage Space subject to this Declaration of Condominium for any Storage Space entered into with a Residential Unit Owner and to receive the proceeds of such License Agreement. A designated member of the Board of the Managers of the Condominium shall be authorized and required to execute the License Agreement on behalf of the Condominium as the Licensor of the License Agreement.

Section 5. Rules and Regulations

The License Agreement for a Storage Space may only be assigned and rented only to another Residential Unit Owner in the Development ("Assignee or "Tenant"). The Board of Managers of the Condominium shall have the right to promulgate rules and regulations regarding the assignment or rental of the Storage Spaces. In no event shall the Board of Managers have the right to prohibit the right of a Residential Unit Owner or the Sponsor to assign or rent a Storage Space to a purchaser of the Residential Unit Owner or another Residential Unit Owner in the Condominium. The Board of Managers shall have the right to approve the form of a License Agreement or promulgate a standard form for use by all Residential Unit Owners.

Residential Unit Owners must comply with all applicable laws regarding the Storage Spaces, which may be subject to periodic inspection by the police and fire

departments of the City of New York and other governmental agencies having jurisdiction thereover. In addition, the Storage Spaces may not be completed until after the Closing of Title of a Residential Unit and the fact that a Storage Space may not be available for use at the time of Closing will not constitute a basis for Residential Unit Owner to fail to Close Title to a Residential Unit.

Section 6. Sponsor

In the event there are Storage Spaces that have not been Licensed to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to license or lease any or all of the remaining Storage Spaces to the Condominium Board of Managers on behalf of the Condominium. The costs of any license or lease to the Condominium Board of Managers shall be paid by all the Unit Owners paying their pro-rata share of such costs based upon the Unit Owner's Percentage of Common Interest. Upon the license or rental by the Condominium all costs and expenses associated with the Storage Spaces licensed or leased to the Condominium shall become the obligation of the Condominium as a Common Expense. In such an event, the Board of Managers of the Condominium will be responsible for overseeing the regulation of the Storage Spaces that have been licensed or leased to the Condominium.

ARTICLE XXI. COVENANT OF FURTHER ASSURANCES.

If any Unit Owner or any other party subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within seven (7) days after request thereof, to take any action which the Unit Owner or such other party is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, or other party and such document or action shall be binding on such Unit Owner or other party.

If any Unit Owner or the Board of Managers or any other party who is subject to the terms of this Declaration fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses within seven (7) days after request therefor, to take any action that the Board of Managers, any Unit Owner, or other party is required to take pursuant to this Declaration at the request of Declarant or Declarant's designee, then Declarant or Declarant's designee, as the case may be, is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other party, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other party, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other party, as the case may be.

Each Unit Owner will have the affirmative duty to maintain its respective Unit in such a manner so as to reasonably prevent and avoid inflicting harm to other Units, the Common Elements (no matter how classified) or the Building. In addition to any other

remedies and/or rights the Board of Managers may have in this Declaration, the By-Laws and/or the Rules and Regulations of the Condominium, in the event any Unit Owner causes or permits any condition, or fails to take any action to prevent a condition, that has a deleterious effect on another Unit, any Common Element (no matter how classified) or the Building, the Condominium Board will give written notice to such Unit Owner including a request that the Unit Owner take specific steps to ameliorate such a condition ("Remedy Notice"). If the Unit Owner fails to remedy the condition within a reasonable period of time as provided in such Remedy Notice, the Board of Managers may, upon additional notice to the Unit Owner within a reasonable period of time determined by the Board of Managers, enter into the Unit and effect a reasonable remedy, at the Unit Owner's sole cost and expense.

ARTICLE XXII. COVENANTS AND RESTRICTIONS.

The use of the Unit by the Unit Owners or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

1. The Unit and any Limited Common Elements restricted to the Unit Owner's use shall be maintained in good repair and overall appearance.

2. No alteration, addition, decoration or change to any part of the General Common Elements, General Residential Units' Limited Common Elements or Individual Residential Unit's may be made and no structure or other improvement may be built or placed on any portion of the General Common Elements, General Residential Units' Limited Common Elements or Individual Residential Unit's without the written consent of the Board of Managers. The provisions of this paragraph shall not apply to Declarant.

3. No Residential Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Unit, or any Individual Residential Unit's Limited Common Element, without the prior written approval of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Residential Unit Owner shall make any structural addition, alteration or improvement in or to any Residential Unit or any Individual Residential Unit's Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board of Managers with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board of Managers, setting forth the reasonable terms and conditions under which such alteration,

addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done and (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board of Managers, its members and officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the Building department or any other agency of the City of New York or any other governmental agency. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Residential Unit Owner shall pay the charges of such architect or engineer. The Residential Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to the Building Department or any other agency of the City of New York or any other governmental or administrative authority for a permit to make a structural addition, alteration or improvement in or to any Residential Unit or Individual Residential Unit's Limited Common Elements shall be completed by the Residential Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any individual Member of the Board of Managers, to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

These provisions shall not apply to Residential Units and appurtenant Individual Residential Unit's Limited Common Elements owned by the Declarant or its successor, designee or assignee until such Residential Units shall have been transferred to a Residential Unit Owner by the Declarant or such successor, designee or assignee.

The Board of Managers shall not use the above provisions in a way that would violate any rights a Unit Owner may have pursuant to the Federal Fair Housing Act or New York State Human Rights Law.

4. A Commercial Unit Owner shall be permitted to make a structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Commercial Unit, or any Limited Common Element for their exclusive use, without the prior written approval of the Board of Managers. However, a Commercial Unit Owner must notify the Board of Managers at least ten (10) days prior to any such structural addition, alteration or improvement and a Commercial Unit Owner shall not make any structural addition, alteration or improvement in or to any Commercial Unit or any Limited Common Element for its exclusive use without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the

work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done and (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board, its Members and officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary from the City of New York, all applicable municipal departments, municipal agencies and any other governmental agency. A Commercial Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to any department of the City of New York or any other governmental authority, department or agency, for a permit to make a structural addition, alteration or improvement in or to any Commercial Unit or Limited Common Element for its exclusive use shall be completed by the Commercial Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any individual Member of the Board of Managers to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

5. The private terraces are not permitted to be used for storage, are not permitted to be enclosed and are not permitted to be used for any type of occupancy including but not limited to sleeping, living room, recreation, office or similar use. All drains located on a private terrace must be kept open at all times. Residential Unit Owners will not be permitted to store any combustible material or other items in or on a private terrace. No Residential Unit Owner will be permitted to enclose or make any structural changes to a private terrace except as required for repair or replacement, or as may be permitted by the Board of Managers.

6. Any interior alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

7. All Unit Owners are required to provide the Board of Managers with their current mortgagee when requested by the Board of Managers and whenever a Unit Owner obtains a new mortgage.

8. The Board of Managers shall, at the request of the mortgagee of the Unit, report any unpaid Common Charges due from the Unit Owner of such Unit.

9. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

10. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

11. Plantings installed on any private terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two (2) inches from the private terrace and if adjoining a wall, at least three (3) inches from said wall. Suitable weep holes shall be provided in the boxes to draw off water. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and weep holes in operating condition to prevent any damage to floors and walls. The Residential Unit Owner shall pay the cost of any repairs rendered necessary by or damage caused by said plantings.

12. Each Residential Unit Owner, at the Residential Unit Owner's sole cost and expense shall be required: (i) to maintain and repair the Residential Unit Owner's Residential Unit, including all items included in the Residential Unit, and its appurtenant Individual Residential Unit's Limited Common Elements (other than the portions of the Limited Common Elements expressly stated to be maintained and repaired by the Condominium) in good and proper working order, first-class condition and appearance, free of water leaks and undue air penetration, free and clear of snow, ice, water accumulation, debris and objects, and otherwise in clean, neat and sanitary condition in keeping with the high quality, character, standards and dignity of the Condominium, in accordance with all applicable laws and governmental codes, regulations, restrictions and requirements; and (ii) to perform all work: (ii-1) in a good and workmanlike manner with a quality of workmanship that meets or exceeds any relevant specific standards required by applicable law or governmental requirements, as well as locally accepted construction practices for projects comparable to the Property; and (ii-2) utilizing materials compatible with, and of at least equal or better quality to, those used in the original construction of the Residential Unit.

13. In the event that a Residential Unit Owner fails to maintain, repair or replace its Residential Unit or any Individual Residential Unit's Limited Common Element for the Residential Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the Common Elements (no matter how classified), any other portions of the

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

14. The Board of Managers of the Condominium shall have the right to require that a Residential Unit Owner utilize a contractor or sub-contractor of the Board of Manager's choosing for any repairs, maintenance and/or replacement of an Individual Residential Unit Owner's Limited Common Element that is a Residential Unit Owner's obligation at the Residential Unit Owner's sole cost and expense.

15. Storage Spaces may be used only for the storage of household items. In no event shall any Storage Spaces be converted into additional residential living space. The Board of Managers may adopt rules and regulations regarding the use of a Storage Space, but in no event may they prohibit ingress and egress to and from a Storage Space.

16. The Bicycle Storage Space Area located on the cellar level may only be utilized by the Residential Unit Owners and occupants of the Residential Unit, including tenants of the Residential Units for storage of bicycles. The Board of Managers may adopt rules and regulations regarding the use of the Bicycle Storage Space Area.

17. The Laundry Room Area located on the cellar level may only be utilized by the Residential Unit Owners and by occupants of the Residential Units, including tenants of the Residential Units for the cleaning, washing and drying of laundry. The Board of Managers may adopt rules and regulations regarding the use of the Laundry Room Area.

18. Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Unit Owners, provided, however, that a copy of such regulations is furnished to each Unit Owner prior to the time said regulations become effective.

19. The Common Charges and any Special Assessments shall be paid when due.

ARTICLE XXIII. FIRST LIEN HOLDER'S RIGHTS.

1. Notices of Action. A holder, insurer or guarantor of a first mortgage shall be required timely written notice of:

   a. Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general or limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Condominium appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restricted;

   b. Any proposed termination of the Condominium regime;

   c. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

   d. Any delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, which such delinquency has continued for a period of sixty (60) days;

   e. Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium; and

   f. Any proposed action that requires the consent of a specified percentage of mortgagees.

2. Other Provisions for First Lien Holders. To the extent permitted under applicable law, the following protections for the benefit of first mortgage holders will be legally binding with respect to the Condominium:

   a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units eligible to vote that are subject to mortgages held by such eligible holders are allocated, is obtained;

b. Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Property must require the approval of the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units eligible to vote that are subject to mortgages held by such eligible holders are allocated; and

c. Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium project is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium project may be effected without the approval of the eligible holders of first mortgages on Units to which at least eighty (80%) percent of the votes of Units eligible to vote that are subject to mortgages held by such eligible holders are allocated.

As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a Unit in a Condominium which has requested notice in accordance with the provisions of (a) above.

ARTICLE XXIV. SPECIAL RIGHTS OF DECLARANT.

Notwithstanding anything to the contrary contained herein, Declarant, its successors, assignees and/or designees shall have, in addition to any rights granted elsewhere contained in the Declaration, By-Laws and/or Rules and Regulations, shall have the right, without requiring the consent of either the Condominium or Board of Managers, and without charge or limitation, the following rights:

1. The right to have its employees, contractors, subcontractors and sales agents present on the properties described in Schedule A and any Building erected thereon.

2. The right to erect and maintain signs and other promotional materials (including, without limitation, "For Sale", and "For Rent" signs), in connection with the promotion, sale, leasing, management, or operation of the Units or any other property, development or community the Declarant, its successors, assigns or designees so prescribe for the life of the Condominium.

3. The right to use any one or more Units as:

   a. model Units,

   b. offices for the promotion, sale, rental, management and/or operation of any unsold Units,

c. offices in connection with any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Declarant with respect to the Common Elements and/or the Units; or any unsold Units; and/or

d. for any other purpose.

4. The right to use any office in the Condominium for its exclusive use until such time as Declarant no longer owns any Units in the Condominium.

5. The right to do and cause to be done all of the things that are necessary, desirable or appropriate (including, without limitation, the use of the Common Elements, including recreation facilities, the Units and any unsold Units) for the purpose of:

a. the promotion, sale, rental, management and/or operation of any unsold Units,

b. the performance and completion of installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Declarant with respect to the Common Elements and/or

c. the exercise performance and discharge of Declarant's other rights and obligations under this Declaration, the By-Laws or the Rules and Regulations.

6. The right to make any other changes required by the Building Department City of New York or any other agency of the City of New York or other municipal or administrative agency.

In no event, however, shall Declarant or such designee be entitled to use any portion of the Common Elements in such a manner as will unreasonably interfere with the use of the same or of any Unit for its permitted purposes.

The provisions of this Article Twenty-Fourth cannot be amended without the written consent of the Declarant, or its designees, successors or assigns.

ARTICLE XXV. INVALIDITY

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no wise affect any of the remaining part or parts hereof, and the same shall continue in full force and effect.

SOHO BROOME CONDOS LLC

By: _____

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

On the day of in the year 20__, before me, the undersigned a Notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE A TO THE DECLARATION

570 Broome Condominium
570 Broome
New York, New York 10013

Condo #

Block: FKA Lot: NKA Lots:

LEGAL DESCRIPTION
TO BE
INSERTED PRIOR TO RECORDATION

BY-LAWS

OF

570 BROOME CONDOMINIUM

CERTILMAN BALIN ADLER & HYMAN, LLP
Attorneys for the Sponsor
Attn: Richard Herzbach, Esq.
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM

SCHEDULE J TO THE OFFERING PLAN

BY-LAWS
OF
570 BROOME CONDOMINIUM

TABLE OF CONTENTS

		Page
ARTICLE I.	**PLAN OF CONDOMINIUM OWNERSHIP**	**1**
Section 1.	Condominium Unit Ownership.	1
Section 2.	By-Laws Applicability.	1
Section 3.	Personal Application.	1
Section 4.	Definitions.	1
ARTICLE II.	**CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS**	**1**
Section 1.	Condominium.	1
Section 2.	Voting.	2
Section 3.	Quorum.	2
Section 4.	Vote Required to Transact Business.	2
Section 5.	Right to Vote.	3
Section 6.	Proxies.	3
Section 7.	Waiver and Consent.	3
Section 8.	Place of Meetings.	3
Section 9.	Annual Meetings/Control of Board of Managers by Declarant.	3
Section 10.	Special Meetings.	4
Section 11.	Notice of Meetings.	5
Section 12.	Order of Business.	5
ARTICLE III.	**BOARD OF MANAGERS**	**5**
Section 1.	Number and Term.	5
Section 2.	Vacancy and Replacement.	7
Section 3.	Removal.	8
Section 4.	Resignation.	9
Section 5.	Suspension	9
Section 6.	First Board of Managers.	9
Section 7.	Powers.	9
Section 8.	Repairs and Maintenance.	15
Section 9.	Compensation.	18
Section 10.	Meetings.	18
Section 11.	Annual Statement.	19
Section 12.	Fidelity Bonds.	20
Section 13.	Management Agent.	20
Section 14.	Liability of the Board of Managers, Officers and Unit Owners.	20
ARTICLE IV.	**OFFICERS**	**21**
Section 1.	Elective Officers.	21
Section 2.	Election.	22
Section 3.	Appointive Officers.	22
Section 4.	Term.	22

Section 5. The President. 22
Section 6. The Vice-President. 22
Section 7. The Secretary. 23
Section 8. The Treasurer. 23
Section 9. Agreements, etc. 23

ARTICLE V. NOTICES 23
Section 1. Definition. 23
Section 2. Service of Notice Waiver. 24

ARTICLE VI. FINANCES 24
Section 1. Checks. 24
Section 2. Assessments. 24
Section 3. Purpose of Common Charges 26
Section 4. Foreclosures of Liens for Unpaid Common Charges 26
Section 5. Statement of Common Charges. 27
Section 6. Liability for Utilities. 27
Section 7. Operating Account. 27
Section 8. Other Accounts. 27
Section 9. Determination of Common Expenses and Fixing of Common Charges. 27

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE 28
Section 1. Insurance to be Carried by the Board of Managers. 28
Section 2. The Insurance Trustee. 30
Section 3. Restoration or Reconstruction After Fire or Other Casualty. 31

ARTICLE VIII. RULES AND REGULATIONS 33
Section 1. General 33
Section 2. Rules and Regulations Applicable to All Unit Owners. 33
Section 3. Rules and Regulations for the Residential Units and General Residential Units' Limited Common Elements. 38
Section 4. Rules and Regulations for the Commercial Units and Limited Common Elements. 47
Section 5. Violations of Rules and Regulations. 50
Section 6. Costs. 51
Section 7. Board of Managers Right to Change Rules and Regulations. 51
Section 8. Sponsor. 52
Section 9. Complaints 52

ARTICLE IX. DEFAULT 52

ARTICLE X. AMENDMENTS 53

ARTICLE XI. SELLING, MORTGAGING AND LEASING UNIT 55
Section 1. Selling and Leasing Residential Units. 55
Section 2. Right of First Refusal 56
Section 3. Release or Waiver by Board of Managers of the Right of First Refusal. 59
Section 4. Certificate of Termination of Right of First Refusal. 59

Section 5. Financing of Purchase of Residential Unit by Board of Managers. 60
Section 6. Exceptions. 60
Section 7. Leasing Requirements for Residential Units. 60
Section 8. Waiver of Partition Rights. 62
Section 9. Gifts, etc. 62
Section 10. Tenant Bound by Declaration. 62
Section 11. Lenders. 63
Section 12. Sponsor. 63
Section 13. Section 339-kk of the Real Property Law. 63

ARTICLE XII. STORAGE SPACES 63
Section 1. General 63
Section 2. Use 64
Section 3. Repair and Maintenance 64
Section 4. License Agreement 64
Section 5. Rules and Regulations 64
Section 6. Sponsor 65

ARTICLE XIII. ARBITRATION 65
Section 1. Procedure. 65
Section 2. Variation by Agreement. 65
Section 3. Binding Effect. 66
Section 4. Costs and Expenses. 66

ARTICLE XIV. CONDEMNATION 66

ARTICLE XV. SPONSOR RIGHTS 67
Section 1. Sales/Rentals. 67
Section 2. Signs/Ingress/Egress. 67
Section 3. Additional Rights. 67
Section 4. Amendment 67

ARTICLE XVI. MISCELLANEOUS 67
Section 1. Insurance. 67
Section 2. Severability. 68
Section 3. Notice to Condominium. 68
Section 4. Notice of Unpaid Assessments. 68
Section 5. Examination of Books and Records. 68
Section 6. Costs of Legal Action 68
Section 7. Reports to Residential Unit Owners 68
Section 8. Construction. 69
Section 9. Compliance with Article 9-B. 69

BY-LAWS

OF

570 BROOME CONDOMINIUM

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Unit Ownership.

The property located at 570 Broome Street, Borough of Manhattan and County, City and State of New York, as specifically set forth in the Declaration and more commonly known as 570 Broome Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability.

The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and the Building and improvements thereon including the Condominium Residential Units, the Commercial Unit unless otherwise indicated, and the Common Elements and the use and occupancy thereof.

Section 3. Personal Application.

All present or future Unit Owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

Section 4. Definitions.

The definitions contained in the Declaration of Condominium shall be applicable to these By-Laws unless otherwise stated.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium.

The Condominium shall be limited to Unit Owners. "Unit Owner" as referred to herein shall mean all of the owners of each Residential and Commercial Unit unless otherwise indicated. The owners of the Residential Units shall hereinafter be referred to as Residential Unit Owners. The owners of the Commercial Unit shall hereinafter be referred to as the Commercial Unit Owner.

Section 2. **Voting.**

Each Residential and Commercial Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Residential or Commercial Unit), shall be entitled to cast one vote at all Unit Owners' meetings for each Residential or Commercial Unit owned by such Residential and Commercial Unit Owner subject to the restrictions contained herein, including the provisions regarding the election of Members to the Board of Managers as provided in Article III, Section 1 of these By-Laws. In the event the Board of Managers acquires a Residential or Commercial Unit on behalf of the Condominium it shall not cast any of its votes appurtenant to such Residential or Commercial Unit, for the election of any Member to the Board of Managers. Any Unit Owner in default of their Common Charges, Special Assessments, late fees or any other penalties imposed by the Board of Managers applicable to said Unit Owner's Residential and/or Commercial Unit shall be prohibited from voting at any annual, general or special meeting of the Unit Owners.

Section 3. **Quorum.**

So many Residential and Commercial Unit Owners as shall represent at least fifty-one (51%) percent of the total authorized votes of all Residential and Commercial Unit Owners present in person or represented by written proxy shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Residential and Commercial Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting so many Residential and Commercial Unit Owners as shall represent at least thirty-three and one-third (33⅓%) percent of the total authorized votes of all Residential and Commercial Unit Owners shall constitute a quorum. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. If, however, such quorum shall not be present or represented at any adjourned meeting of the Unit Owners, the Residential and Commercial Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting so many Residential and Commercial Unit Owners as shall represent at least twenty-five (25%) percent of the total authorized votes of all Residential and Commercial Unit Owners shall constitute a quorum. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called.

Section 4. **Vote Required to Transact Business.**

When a quorum is present at any meeting, the vote of a majority of the Residential and Commercial Unit Owners present in person or represented by written

proxy shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of the Declaration, Statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. **Right to Vote.**

At any meeting of Unit Owners, every Residential and Commercial Unit Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. Any Residential or Commercial Unit Owner in default of their Common Charges, Special Assessments, late fees or any other penalties imposed by the Board of Managers applicable to said Unit Owner's Residential and/or Commercial Unit shall be prohibited from voting at any annual or special meeting of the Unit Owners.

Section 6. **Proxies.**

All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. **Waiver and Consent.**

Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, Statutes or of these By-Laws or for an amendment to the Declaration or By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Residential and Commercial Unit Owners may be dispensed with if all Residential and Commercial Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. **Place of Meetings.**

Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 9. **Annual Meetings/Control of Board of Managers by Declarant.**

The initial Board of Managers will call for the first annual meeting of the Unit Owners to elect a new Board of Managers. At such meeting, Members of the Board of Managers shall be elected by the Residential and Commercial Unit Owners, except for any Members of the Board of Managers the Sponsor shall have the right to designate, and the former Members of the Board of Managers shall thereupon resign. After the first annual meeting the annual meetings shall be held on or about the anniversary of

such date each succeeding year or such other convenient date as the Board of Managers may so designate. At such meetings there shall be elected by ballot of the Residential and Commercial Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

The Sponsor will have voting control and may designate a majority of the Residential Members of the Board of Managers of the Condominium until all of the Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees. A meeting will be held to elect new Members of the Board of Managers unrelated to Sponsor on or about thirty (30) days of the expiration of the control period. At such time as Sponsor no longer owns a Residential Unit in the Condominium, Sponsor may not be entitled to designate any Residential Member to the Board of Managers.

As long as the Sponsor owns at a Commercial Unit the Sponsor will have the right to designate the one (1) Commercial Unit Member of the Board of Managers. At such time as Sponsor no longer owns a Commercial Unit in the Condominium, Sponsor will not be entitled to designate the one (1) Commercial Unit Member to the Board of Managers.

Section 10. **Special Meetings.**

It shall be the duty of the President to call a special meeting of the Condominium, if so directed by the Board of Managers, or upon the presentation to the Secretary of a petition signed by a majority of the Residential and Commercial Unit Owners. The Secretary shall cause a notice of such special meeting stating the time, place and object thereof and the Officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 11 of this Article to each Unit Owner of the Condominium entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before such meeting. The date of the special meeting shall be determined by the Board of Managers and shall be held no later than sixty (60) days from receipt of any written request pursuant to this Section 10 unless a later date is agreed to in writing by the Unit Owners of the Condominium entitled to vote or the Board of Managers, requesting such meeting. No business other than that stated in such notice shall be transacted at such special meeting unless all Residential and Commercial Unit Owners of the Condominium are present in person or by proxy. Any or all of the Residential Members of the Board of Managers of the Condominium, other than those designated by the Sponsor, may be removed with or without cause by vote of a minimum of 66⅔ in number of the Residential Unit Owners of the Condominium at a special meeting called pursuant to this section if the meeting is called for such purpose. Sponsor designated Residential Members of the Board of Managers may only be removed by the Sponsor without cause. As long as the Sponsor retains ownership of a Commercial Unit the Sponsor shall have the right to remove or appoint the Commercial Member to the Board of Managers. Thereafter the Commercial Unit's representative of the Board of Managers of the Condominium may only be removed

with or without cause by an affirmative vote of sixty six and two-thirds (66 2/3rds) a majority of the then Commercial Unit Owners and no special meeting for such purpose is necessary.

Section 11. **Notice of Meetings.**

It shall be the duty of the Secretary or other designated agent the Board of Managers to provide written notice of the place, date and hour of each annual or special meeting, stating the purpose thereof at least ten (10) but not more than thirty (30) days prior to such meeting. A copy of the notice of any meeting shall be given, personally, by first class mail, facsimile telecommunications or by electronic mail to each Unit Owner entitled to vote at such meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the Unit Owner at the Unit Owner's address as it appears on the record of Unit Owners or, if the Unit Owner shall have filed with the Secretary or designated agent a written request that notices to the Unit Owner be mailed to some other address, then directed to the Unit Owner's such other address. If the notice is sent by facsimile telecommunication or mailed electronically, such Notice is given when directed to the Unit Owners fax number or electronic mail address as it appears on the record of the Unit Owners, or to such fax number or other electronic mail address as filed with the Secretary or designated agent. Notwithstanding the foregoing, such Notice shall not be deemed to have been given electronically (1) if the Secretary or designated agent of the Board of Managers is unable to deliver two consecutive Notices to the Unit Owner by facsimile telecommunication or electronic mail; or (2) the Secretary or the designated agent of the Board of Managers otherwise becomes aware that Notice cannot be delivered to the Unit Owner by facsimile telecommunication or electronic mail.

Section 12. **Order of Business.**

The order of business at all meetings shall be as follows:

(a) Roll Call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of Officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election)
(g) Election of Members (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS

Section 1. **Number and Term.**

The affairs of the Condominium shall be governed by a Board of Managers. The initial Board of Managers shall consist of three (3) Members (hereinafter "Members")

designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the Unit Owners. Until succeeded by the Members elected at the first annual meeting of Unit Owners, Members need not be Unit Owners; thereafter, all Members shall be Unit Owners, other than designees or nominees of the Sponsor or the Commercial Unit Member. The Members shall be elected and/or designated at the annual meeting of the Unit Owners.

At the first annual meeting of Unit Owners called pursuant to Section 9 of Article II, five (5) Members shall be designated and/or elected by the Unit Owners. Four (4) Members shall be elected by the Residential Unit Owners, unless the Sponsor is entitled to retain a majority of the Residential Members of the Board provided below. Said Members shall be referred to as the Residential Members of the Board of Managers. One (1) Member shall be elected or appointed by the Commercial Unit Owner as provided below. Said Member shall be referred to as the Commercial Member of the Board of Managers. All Members of the Board of Managers, other than the Sponsor designated representatives, shall be nominated by the Unit Owners at the annual meeting. After the first annual meeting the Board of Managers may request nominations to the Board of Managers prior to the annual meeting, in addition to nominations from Residential Unit Owners at the annual meeting. As long as the Sponsor retains at least one (1) Unit in the Condominium the number of Members of the Board of Managers may not be changed without the consent of the Sponsor.

The term of office of all of the Residential Unit Owners' Members shall be fixed for one (1) year. The four (4) nominees receiving the highest number of votes shall be elected to the Board of Managers. Each Residential Unit Owner shall be entitled to cast one vote for each Residential Member to be elected to the Board of Managers. At the expiration of the initial term of office of each respective Member, their successor shall be elected to serve a term of one (1) year. The Members shall hold office until their successors have been elected and hold their first meeting.

The Commercial Member representative to the Board of Managers shall be designated by the Sponsor, its successor, assignee or designee as long as the Sponsor retains ownership of the Commercial Unit. At such time as the Sponsor no longer retains ownership of the Commercial Unit, the one (1) Commercial Unit Owner representative to the Board of Managers shall be elected by the then Commercial Unit Owners. The Commercial Unit Owner Member appointed or elected to the Board of Managers shall serve until such time as the Member resigns or is replaced by the then Commercial Unit Owners at an annual meeting or such other time as the Commercial Unit Owners so determine.

Any Unit Owner in default of the payment of Common Charges, Special Assessments, late fees, interest and/or penalties shall be ineligible to be elected to the Board of Managers and/or vote at any general, annual or special meeting.

The Sponsor will have voting control and may designate a majority of the Residential Members of the Board of Managers of the Condominium until all of the

Residential Units in the Condominium have been sold or transferred to Residential Unit Owners other than the Sponsor, its Principals, successors, assignees and/or designees. A meeting will be held to elect new Residential Members of the Board of Managers unrelated to Sponsor on or about thirty (30) days of the expiration of the control period. At such time as all the Residential Units in the Condominium are sold and titled, the Sponsor shall not be entitled to any representation of the Residential Members of the Board of Managers.

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

In the event Sponsor is entitled to designate a majority of the Residential Members to the Board of Managers at the first annual meeting, the Sponsor Residential Members shall remain on the Board of Managers until such time as they either voluntarily resign from the Board of Managers or are required to relinquish their position on the Board of Managers pursuant to the provisions herein. At such time as a Sponsor designated Residential Member of the Board of Managers either relinquishes or resigns a position on the Board of Managers either (a) a special meeting of the Unit Owners shall be held to elect a Residential Unit Owner until the next annual meeting or (b) the remaining Members of the Board of Managers shall appoint a Residential Unit Owner to be a Residential Member until the next annual meeting. At the expiration of the applicable term an election shall be held to elect a Residential Unit Owner to be a Residential Member of the Board of Managers for a full one (1) year term.

Members of the Board serve without compensation.

This Section may not be amended without the written consent of the Sponsor.

Section 2. **Vacancy and Replacement.**

If the office of any Residential Member becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, a majority of the remaining Residential Members of the Board of Managers, though less than a quorum, at a special meeting of the Members of the Board of Managers duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. At such meeting only the remaining Residential Members of the Board of Managers shall be entitled to vote for said Residential Member's successor or successors. In the event of the failure to hold any election of the Residential Members of the Board of Managers at the time designated for the annual election of the Residential Members of the Board of Managers or in the event that the Residential Members of the Board of Managers shall not have filled any such vacancy, a special meeting of the Residential Unit Owners to elect new Residential Members to the Board of Managers or to fill such vacancy or

vacancies may be called in the manner generally provided for the calling of special meetings of the Unit Owners. If the vacancy occurs with respect to any Residential Member of the Board of Managers who has been designated by the Sponsor, only the Sponsor shall have the right to choose such Residential Member's successor to fill the unexpired portion of the term. In addition, the Sponsor shall have the right to substitute the Members of the Board of Managers it has designated at Sponsor's discretion.

The Board of Managers shall also have the right to call for a special meeting in accordance with Article II, Section 10 to elect a Residential Member's successor to fill the unexpired portion of the term of office.

If the office of the Commercial Member becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, the then Commercial Unit Owners shall designate or elect the Commercial Unit Owner's successor in the manner for the election or designation of the Commercial Unit Owner Member of the Board of Managers as detailed in Article III, Section 1 of these By-Laws.

Section 3. **Removal.**

Residential Members, other than Sponsor Residential designees, may be removed with or without cause by an affirmative vote of sixty-six and two-thirds (66 2/3rds) in number of the Residential Unit Owners entitled to vote at a special meeting called pursuant to Article II, Section 10 of these By-Laws. Residential Members designated by the Sponsor may only be removed by the Sponsor. No Residential Member other than a Residential Member designated by the Sponsor shall continue to serve on the Board of Managers if, during their term of office, they shall cease to be a Residential Unit Owner. In the event a Sponsor designee Residential Member is removed, the Sponsor shall have the sole right to designate the Sponsor Residential Member replacement.

The Commercial Member, other than Sponsor designees, may be removed with or without cause by an affirmative vote of 66 2/3rds in number of the Commercial Unit Owners. The Commercial Member designated by the Sponsor may only be removed by the Sponsor. In the event the Sponsor designee Commercial Member is removed, the Sponsor shall have the sole right to designate the Sponsor Commercial Member replacement until such time as the Sponsor no longer owns a Commercial Unit in the Condominium.

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

Section 4. **Resignation.**

Any Member may resign at any time by written notice delivered in person or sent by certified registered mail to an Officer of the Condominium. Such resignation shall take effect at the time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 5. **Suspension**

Any Member of the Board of Managers in default of the payment of Common Charges, Special Assessments, together with late charges, interest and expenses shall be suspended from the Board of Managers until such time as all Common Charges, Special Assessments, together with late charges, interest and expenses, if any, are paid in full to the Condominium.

Section 6. **First Board of Managers.**

The first Board of Managers shall consist of three (3) Members appointed by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. Any or all of said Members shall be subject to replacement at the sole discretion of the Sponsor and/or in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 7. **Powers.**

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

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

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

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

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

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

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

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

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

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

10. The Residential Members of the Board of Managers shall be empowered to make reasonable Rules and Regulations (including,

but not limited to rules and regulations regarding the Storage Spaces, Bicycle Storage Space Area, Laundry Room Area, Rear Yard, Residential Fitness Center, Residential Terrace and Residential Lounge) applicable to the Residential Units and the Residential Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon the Residential Unit Owners when the Residential Members of the Board of Managers have approved them in writing. A copy of such Rules and Regulations and all amendments thereto shall be delivered to each Residential Unit. The Board of Managers shall not be able to pass or adopt any Rule or Regulation that solely affects the Commercial Unit without the written consent of the Commercial Unit Member of the Board of Managers.

11. The entire Board of Managers shall be empowered to make reasonable Rules and Regulations applicable to the General Common Elements and all Units and all Unit Owners and to amend the same from time to time, and such Rules and Regulations and amendments shall be binding upon all the Unit Owners when the Board of Managers has approved them in writing. A copy of such Rules and Regulations and all amendments shall be delivered to each Unit Owner. In no event however, may any Rule or Regulation prevent the Commercial Unit Owner from engaging in the practice or operation of their business unless such practice is a violation of the law or applicable zoning. Further, the Board of Managers may not pass any Rule or Regulation which interferes with or affects the operation of the Commercial Unit or the Commercial Unit Limited Common Elements, without the Commercial Unit Owner's consent, unless it affects the General Common Elements, General Residential Units' Limited Common Elements, the structural integrity of the Building and/or is a violation of any municipal or state code or statute.

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

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

14. To acquire a Unit in foreclosure or as a result of abandonment and to take any or all steps necessary to repair or renovate any Unit so

acquired and to vote as a Unit Owner subject to any restrictions contained in these By-Laws, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers.

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

16. The Residential Members of the Board of Managers shall be empowered to make additions, alterations, or improvements to the General Residential Units' Limited Common Elements. Any addition, alteration or improvement to the General Residential Units' Limited Common Elements shall be a General Common Expense of all Unit Owners.

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

18. The Residential Members of the Board of Managers shall be empowered to borrow money on behalf of the Condominium when required in connection with any addition, alteration, improvement and for the operation, care, upkeep and maintenance of the General Residential Units' Limited Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Unit. The debt service and any other costs associated for monies borrowed pursuant to this section for the General Residential Units' Limited Common Elements shall be the sole obligation of the Residential Unit Owners as provided for in Article VI, Section 9 of these By-Laws.

19. To act as an agent for one (1) or more Unit Owners to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessments of their Unit pursuant to Section 339-y(4) of the New York Real Property Law. In such an event, the Board of Managers could retain counsel on behalf of such Unit Owners and charge each Unit Owner for whom it is acting a pro-rata share of expenses, disbursements and legal fees, based upon the Unit's Percentage of Common Interest as

reflected in Schedule B of the Declaration of Condominium, the payment for which would be secured by a lien on each Unit. The Board of Managers is not obligated to perform such services and it is necessary to obtain the written authorization of the Unit Owners it will perform such service for.

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

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

22. To enter into revocable license agreements for the use of space within the General Common Elements and General Residential Units' Limited Common Elements (including but not limited to the Storage Space) as long as the license agreement does not hinder or encroach upon the rights of Unit Owners to use the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, Commercial Limited Common Elements and/or a Unit.

23. To grant utility or other easements over or to the Common Elements (no matter how designated) as may, at any time, be required for the benefit of the Condominium and the Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee (except that if the granting of such easement impairs the ability of one or more Unit Owners who have the right to use such Common Elements to the exclusion of any other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted);

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

Managers shall keep regular minutes of their proceedings and shall report the same to the Board of Managers as required.

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

(d) As long as the Sponsor retains at least one (1) Unsold Residential Unit in the Condominium, the Board of Managers may not, without the Sponsor's prior written consent make an addition, alteration or improvement to the General Residential Units' Limited Common Elements costing cumulatively more than $50,000, the foregoing not to include necessary repairs and maintenance work. The provisions of this paragraph may not be amended without the written consent of the Sponsor.

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

1. to comply with applicable laws or regulations; or

2. to remedy any notice of violation; or

3. to remedy any work order by an insurer, or

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

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

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

Section 8. **Repairs and Maintenance.**

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

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

replace the external portion of the window, the window or the external portion of the doors which open from a Unit and the cost of such repair or replacement shall be charged to the Unit Owner as an additional Common Charge or Special Assessment.

All structural repairs and replacements to any private terrace appurtenant to Residential Units 13A, 15B and PHA (located on the 24th Floor) that is an Individual Residential Unit's Limited Common Element will be the obligation of the Condominium to repair and replace. Notwithstanding, all expenses thereto shall be paid for by the respective Residential Unit Owner. Failure to pay the expenses to the Condominium shall be considered a default of the obligations of the Residential Unit Owner and the Board of Managers shall have all of the rights afforded the Board as detailed in Article IX of the By-Laws. All general maintenance and repairs of a Private terrace appurtenant to Residential Units 13A, 15B and PHA (located on the 24th floor) terrace, including cleaning, snow removal and all repairs not structural in nature, (including the repair of leaks, the replacement of pavers and the repair or replacement of the surface of the private terrace shall be the responsibility of the Residential Unit Owner whose private terrace is appurtenant to their Residential Unit and is an Individual Residential Unit's Limited Common Element of their Residential Unit.

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

The Board of Managers shall have the right to designate or approve a contractor or contractors to do any necessary work to a private terrace that is the Residential Unit Owner's responsibility at the Residential Unit Owner's sole cost and expense.

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

All structural repairs of the Storage Spaces shall be the responsibility of the the Condominium but all expenses thereto shall be paid for by the respective Licensee of the Storage Space. Failure to pay the expenses to the Condominium shall be considered a default of the obligations of the Licensee and the Board of Managers shall

have all of the rights afforded the Board as detailed in Article IX of the By-Laws. All general maintenance and repairs of the Storage Space shall be the responsibility of the Licensee of the Storage Space. Storage Spaces are to be used for storage of general items. No combustible material or other items in a Storage Space that may be illegal or cause the Condominium insurance to be increased or is not in compliance with the building code of the City of New York.

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

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

All maintenance, repairs and replacements to the Commercial Unit and Commercial Unit's Limited Common Elements, whether structural or non-structural, ordinary or extraordinary, will be made by the respective Commercial Unit Owner at its/their sole expense.

All snow removal and cleaning of any sidewalks and entranceways that abut the Condominium and any Commercial Unit that is not the responsibility of the City of New York shall be the responsibility of the Condominium and a Common Expense of all the Units in the Condominium.

The Board of Managers and their agents, employees and contractors shall have the right of access to any Unit for the purpose of making any repairs or replacements to any Common Elements, no matter how classified, contained therein or elsewhere in the Condominium or to remedy any condition which would result in damage to any other Unit or any other Common Element, no matter how classified, or which would violate the provisions of any mortgage covering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof or for the purpose of carrying out any of its obligations under the By-Laws or the Declaration of the Condominium. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its

property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

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

All repairs, replacement, modification or maintenance of a lot line window shall be the responsibility of the Unit Owner if part of a Unit or Individual Residential Unit's Limited Common Elements or the responsibility of the Condominium's if part of the General Common Elements, or General Residential Units' Limited Common Elements. The Condominium shall approve all work and shall have the right to designate or approve the contractor doing the work.

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

Section 9. **Compensation.**

Members and Officers of the Board of Managers, as such, shall receive no compensation for their services.

Section 10. **Meetings.**

(a) The first meeting of the Members of the Board of Managers newly elected by the Unit Owners shall be held immediately upon adjournment of the

meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Unit Owners meetings, and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board of Managers shall take place.

(b) Regularly scheduled meetings of the Board of Managers may be held without special notice.

(c) Special meetings of the Board of Managers may be called by the President on two (2) days notice to each Member either personally, by mail or by electronic mail. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of a majority of the Members of the Board of Managers.

(d) At all meetings of the Board of Managers, a majority of the Members shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Members present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meetings of Members, the Members present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before or at any meeting of the Board of Managers, any Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Board of Managers shall be a waiver of notice by the Member of the time and place thereof. If all the Members are present at any meeting of the Board of Managers, no notice shall be required and any business may be transacted at such meeting.

(f) Members of the Board of Managers may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

Section 11. **Annual Statement.**

The Board of Managers shall furnish all Unit Owners and shall present annually (at the annual meeting, but in no event later than four (4) months after the close of the fiscal year) and when called for by a vote of the Unit Owners at any special meeting of

the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement prepared by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owner and a notice of the holding of the annual Unit Owners meeting. During the period the Sponsor retains a majority of the Members of the Board of Managers the annual statement shall be a certified statement verified by a certified public accountant.

Section 12. **Fidelity Bonds.**

The Board of Managers shall require that all Officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense of the Condominium.

Section 13. **Management Agent.**

The Board of Managers may employ a management agent for the Condominium under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board of Managers listed in this Article.

Section 14. **Liability of the Board of Managers, Officers and Unit Owners.**

No Member of the Board of Managers or Officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner for damages for any breach of duty in the Member's capacity as a Member of the Board of Managers or Officer of the Condominium, provided that this provision does not eliminate or limit the liability of a Member of the Board of Managers or Officer of the Condominium if a judgment or other final adjudication adverse to the Member establishes (a) that the Member's or Officer's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that the Member or Officer personally gained in fact a financial profit or other advantage to which the Member was not legally entitled.

The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board of Managers or Officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that the Member, the Officer, the Member's

or Officer's testator, was a Member of the Board of Managers, Officer of the Condominium or officer of the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board of Managers or Officer of the Condominium if a judgment establishes that the Member's or Officer's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Member or Officer personally gained in fact a financial profit or the advantage to which the Member or Officer was not legally entitled.

The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers and Officers of the Condominium against all contractual liability to others arising out of contracts made by the Board of Managers or Officers of the Condominium on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Members of the Board of Managers and Officers of the Condominium shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is understood and permissible for the Board of Managers or Officer of the Condominium, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers, or Officer of the Condominium or out of the aforesaid indemnity in favor of the Member of the Board of Managers or Officer of the Condominium shall be limited to such proportion of the total liability thereunder as the Unit Owner's Percentage of Common Interest in the Common Elements bears to the Percentage of Common Interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers, a managing agent, by a Member of the Board of Managers or Officer of the Condominium on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the Member, or Officer of the Condominium as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners).

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

ARTICLE IV. OFFICERS

Section 1. Elective Officers.

The Officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one or more Assistant Secretaries and Assistant Treasurers and such other Officers as in their judgment may be necessary. All Officers must be

Unit Owners or Members of the Board of Managers except for the Commercial Unit Owner's Member to the Board of Managers who does not need to be a Unit Owner. Appointed Officers do not need to be Unit Owners or a Member of the Board of Managers. Two (2) or more offices may be held by the same person, except the President, who can only hold the office of President.

Section 2. **Election.**

The Board of Managers at its first meeting after each annual Unit Owners Meeting shall elect a President, a Vice President, a Secretary and a Treasurer.

Section 3. **Appointive Officers.**

The Board of Managers may appoint such other Officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

Section 4. **Term.**

The Officers shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. **The President.**

The President shall be the chief executive Officer of the Condominium; shall preside at all meetings of the Unit Owners and Members of the Board of Managers, the President shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation of the State of New York. The President may delegate obligations and responsibilities to other officers.

Section 6. **The Vice-President.**

The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized under the Business Corporation Law of the State of New York.

Section 7. **The Secretary.**

The Secretary and/or Assistant Secretary shall attend all sessions of the Board of Managers and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision the Secretary shall be.

Section 8. **The Treasurer.**

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

The Treasurer shall disburse the funds of the Condominium as the Treasurer may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and Members, at the regular meeting of the Board of Managers or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Condominium.

The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. **Agreements, etc.**

All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICES

Section 1. **Definition.**

Whenever under the provisions of the Declaration or of these By-Laws, notice ("Notice") is required to be given to the Board of Managers, any Member of the Board of Managers or any Unit Owner, Notice ("Notice") shall be provided by first class mail, courier service, facsimile telecommunications or by electronic mail to the respective party. If mailed, such Notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the respective party's address as it appears in the records of the Condominium. If by courier, Notice is given when received by the

respective party as evidenced by the courier provider. If the Notice is sent by facsimile telecommunication or mailed electronically, such Notice is given when directed to the respective parties fax number or electronic mail address as it appears in the records of the Condominium.

Section 2. **Service of Notice Waiver.**

Whenever any Notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. **Checks.**

All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer, or by such other Officer or Officers or such other person or persons as the Board of Managers may from time to time designate.

Section 2. **Assessments.**

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

The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the provisions of Section 9 hereof.

Said assessments shall be payable monthly or in such other manner as determined by the Board of Managers and shall be referred to as Common Charges.

The Board of Managers may also charge additional assessments in excess of the Common Charges for expenses not contemplated, foreseen, or which exceed the amount budgeted. Said assessments shall be known as Special Assessments. The Board of Managers shall be entitled to charge a Special Assessment as a single sum or

over a period of time as it may determine. Unit Owners shall pay their portion of any Special Assessments in accordance with Section 9 of Article VI of the By-Laws.

The Unit Owner agrees to pay promptly when due the monthly Common Charges and all Special Assessments assessed against the Unit. In the event any Unit Owner fails to make payment of the Unit Owner's Common Charge payment, the Unit Owner who owns such Unit shall be obligated to pay (a) a "late fee" of $.15 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Managers or by any Managing Agent in any proceeding brought to collect such unpaid Common Charges and/or Special Assessments or in an action to foreclose the lien on such Unit Owner's Unit arising from said unpaid Common Charges and/or Special Assessments in the manner permitted by applicable law. All such "late fees," interest and expenses shall be cumulative and shall be added to and shall constitute Common Charges payable by such Unit Owner.

In addition, in the event of a default in payment of Common Charges by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board of Managers shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make the late payment.

The Board of Managers may place a lien and take action to collect any past due Common Charges from any Unit Owner which remains unpaid as provided in Article IX of these By-Laws from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339-aa of the Real Property Law or otherwise.

No Unit Owner shall be liable for any Common Charges which accrue against the Unit Owner's Unit subsequent to a sale, transfer or other conveyance of the Unit Owner in accordance with these By-Laws and the Declaration. A purchaser of a Unit shall be liable for the payment of all future Common Charges assessed against the Unit, as well as unpaid Common Charges assessed against the Unit at the time the Unit is conveyed to the Purchaser by deed or other legal means of the purchase, except for the mortgagee of an Institutional Mortgage as provided herein.

Notwithstanding any other provision in the Declaration or these By-Laws any mortgagee of an Institutional Mortgage as defined in the Declaration of Condominium who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid Common Charges accrued before acquisition of the title to the Unit by the mortgagee unless otherwise required by law. If the Condominium's lien priority includes costs of collecting unpaid Common Charges and/or Special Assessments, the mortgagee of the Institutional Mortgage will be liable for any fees or costs related to the collection of

unpaid Common Charges and/or Special Assessments. The unpaid balance of such Common Charges and/or Special Assessments that may be waived will be charged to all other Unit Owners as a Common Expense. Upon acquisition of title to a Unit such mortgagee of an Institutional Mortgagee; its successors and assigns shall be responsible for all Common Charges, Special Assessments and/or any other costs and expenses of the Condominium thereafter due and payable thereafter.

Section 3. **Purpose of Common Charges**

The Common Charges shall be used to pay for the Common Expenses of the Condominium including but not limited to operation, repair and maintenance of the General Common Elements, the General Residential Units' Limited Common Elements and any Individual Residential Unit's Limited Common Elements or any Commercial Unit's Limited Common Elements the Condominium is responsible to repair, maintain and replace as provided for in the Declaration of Condominium and/or these By-Laws regardless of whether or not a Unit utilizes such services. Said Common Expenses shall include the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Article VII and the fees and disbursements of the Insurance Trustee, drainage, sewer, water and/or storm systems (including sewers, storm sewer and/or water pipes, drywells, detention tanks or other facilities servicing the drainage, sewer water and/or storm systems as applicable), and other Building wide obligations of the Condominium contained in the Declaration and these By-Laws, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, insurance; common utilities; labor; common water and sewer charges; legal and accounting; services and supplies; management fees; contingencies and any other expenses that are Common Expenses of the Condominium and to make up any deficit in the Common Expenses from any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

Section 4. **Foreclosures of Liens for Unpaid Common Charges**

The Board of Managers shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Unit because of unpaid Common Charges. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A suit to recover a money judgment for unpaid Common Charges shall also be obtainable separately without waiving the lien on the Unit. In either event the Unit Owner shall be liable for all costs of suit, including reasonable attorney's fees.

Section 5. **Statement of Common Charges.**

Upon the written request of any Unit Owner or their mortgagee, the Board of Managers shall promptly furnish such Unit Owner or their mortgagee with a written statement of the unpaid Common Charges due from such Unit Owner.

Section 6. **Liability for Utilities.**

Any utility, including electricity and gas, individually consumed and individually metered or sub-metered in an individual Unit shall be the sole expense of each individual Unit Owner.

Section 7. **Operating Account.**

There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all monthly Common Charges and Special Assessments as fixed and determined for all Units. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and Common Expenses and for the purchase, lease, sale or other expenses resulting from the purchase or lease of a Unit.

Section 8. **Other Accounts.**

The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purpose including a reserve account and working capital account.

Section 9. **Determination of Common Expenses and Fixing of Common Charges.**

The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the General Common Elements, General Residential Units' Limited Common Elements and the Individual Residential and Commercial Unit's Limited Common Elements that the Condominium is responsible to repair, maintain and replace as provided for in the Declaration of Condominium and/or these By-Laws as well as Common Expenses of the Condominium, determine the amount of the Common Charges payable by the Unit Owner(s) to meet the Common Expenses and other expenses applicable thereto, and allocate and assess such Common Charges and Common Expenses among all the Unit Owners in proportion to their respective Percentage of Common Interest in the Condominium as reflected in Schedule B of the Declaration of Condominium or as provided below. Notwithstanding the above, as provided in Section 339-m of the Condominium Act, Common Charges, no matter how classified, may be adjusted based on allocations in accordance with sub-metering, contract allocations and usage (both projected and actual) for the Common Expenses, no matter how classified, based on special or exclusive use or availability or exclusive

control of particular Units or Common Elements by particular Unit Owners. As a result the Board of Managers can allocate Common Expenses that are exclusively for the General Residential Units" Limited Common Elements and Residential Units solely to the Residential Units. In such an event the Residential Unit Owner shall pay its allocable share of such expenses based upon the pro rata square footage of the Residential Unit in comparison to the square footage of all the Residential Units as reflected in Schedule B of this Declaration or in such other manner as permitted pursuant to Section 339-m. In the event of any dispute as to the allocation of the Common Charges such dispute shall be submitted for arbitration pursuant to the provisions of Article XIII of the By-Laws of the Condominium.

Common Expenses of the Condominium shall include but not be limited to the Common Expenses referred to in Article VI, Section 3 of these By-Laws.

The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of the budget on which such Common Charges and Expenses are based, to all Unit Owners.

The Sponsor, its successor, assignee and/or designee shall be responsible for the Common Charges assessed against each Unit owned by the Sponsor, its designee, assignee and/or successor until such Unit is transferred to a bona fide purchaser.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board of Managers.

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

as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $40,000 or less, shall be payable to the Board of Managers, and if more than $40,000 shall be payable to the Insurance Trustee. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the Percentage of Common Interest applicable to said Unit.

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

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

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

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be a minimum of $1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Condominium.

Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Condominium and to each holder of a first mortgage on any Unit in the Condominium which in listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employers liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance. Such public liability insurance shall commence on the closing of title to the first Unit.

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

The portion of any insurance premium which results from the specific use of the Commercial Unit shall be borne by the Commercial Unit Owners pursuant to Section 339-bb of the Real Property Law of the State of New York.

Section 2. The Insurance Trustee.

The Board of Managers on behalf of the Condominium, shall name an authorized representative, including any trustee with whom the Condominium may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose subject to the adjustment of loss provision contained in the first paragraph of

this Section 1 of Article VII. The Insurance Trustee shall be a bank or trust company or attorney or other permitted company located in the State of New York, designated by the Board of Managers and costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company, attorney or other permitted company located in the State of New York. The Insurance Trustee shall have a capital, surplus and undivided profits of $10,000,000 or more.

Section 3. Restoration or Reconstruction After Fire or Other Casualty.

In the event of damage to or destruction of the Building as a result of fire or other casualty (unless seventy-five [75%] percent or more of the Units are destroyed or substantially damaged and seventy-five [75%] percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Unit, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

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

If the proceeds of physical damage insurance or condemnation awards on account of a Taking are less than $40,000 and the loss is limited solely to the Commercial Unit(s) or the Commercial Unit's Limited Common Elements, such proceeds shall be paid (i) entirely to the owners of the Commercial Unit(s), if no part of the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements, or other Units are involved or

(ii) to the owner of the Commercial Unit(s) and the Board of Managers if the General Common Elements, General Residential Units' Limited Common Elements, Individual Residential Unit's Limited Common Elements and the Commercial Unit's Limited Common Elements are involved. In the latter case the net insurance proceeds or condemnation awards shall be shared by the Commercial Unit Owner(s) and the Board of Managers in proportion to the cost of repairing and restoring the Commercial Unit(s) (and/or the Commercial Unit(s) Limited Common Elements), the General Common Elements, the General Residential Units' Limited Common Elements, the Individual Residential Unit's Limited Common Elements and the other Units, respectively.

Notwithstanding the foregoing, if only the Commercial Unit (including the Commercial Unit's Limited Common Elements) is destroyed or damaged by fire or other casualty or taken in a Taking, the owner of the Commercial Unit will alone make all arrangements for the prompt repair and restoration thereof, and if the net insurance proceeds or condemnation awards are insufficient to cover, or exceed, the cost, the Commercial Unit Owner will bear the entire amount of the deficit or shall receive all of the excess.

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

Section 4. Unit Owner's Insurance

Each Unit Owner shall, at such Unit Owner's cost and expense, obtain and maintain adequate insurance covering fixtures, installations or additions comprising a part of the Unit not initially installed in accordance with the original plans and specifications, as well as their personal property, together with personal liability insurance for occurrences arising from within the Unit Owner's Unit and/or Limited Common Elements appurtenant to such Unit. Unit Owners shall not be prohibited from carrying other insurance for their own benefit; provided that all such policies shall contain waivers of subrogation and provided further that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Each Unit Owner shall provide to the Board of Managers evidence of the insurance required herein on an annual basis or as requested by the Board of Managers naming the Condominium as additional insured.

ARTICLE VIII. RULES AND REGULATIONS

Section 1. General

In addition to the other provisions of these By-Laws, the following ("Rules and Regulations") together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all Unit Owners and occupants thereof.

Section 2. Rules and Regulations Applicable to All Unit Owners.

(a) Uses.

1. All Residential Units shall be used for residential purposes only in accordance with municipal regulations. All rentals other than rentals by the Sponsor must be subject to local zoning ordinances and any City and State requirements.

2. The Commercial Unit(s) may be used for any lawful purpose permitted by applicable zoning of the City of New York, except that the following shall be prohibited uses for the Commercial Unit: veterinarian's office or pet shop; martial arts studio or school; machine shop or welding shop; dry cleaning or laundry service; chemical wholesaling, storage, retailing or manufacturing; heavy trucking, methadone clinic, drug or alcohol rehabilitation; extermination service; bicycle messenger center; bowling alley, manufacturer of tobacco products; leather dying or coloring; motel/hotel/hostel/homeless shelter or any transient use; tattoo parlor; waste disposal/refuse center; amusement arcade; auditorium; billiard parlor; brewery; heavy manufacturing of any kind; adult bookstore or video shop or other adult entertainment facility; homeless shelter; any enterprise engaging in pornography; restaurant, fast food establishments, bar, pub, or commercial cooking.

(b) Unit Owners, members of their families, their employees, tenants, guests and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other Unit Owners, or in such a way as to be injurious to the reputation of the Condominium.

(c) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

(d) Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by

said Unit Owner, the Unit Owner's permitted lessees and occupants of such Units, their respective family members and guests, employees or such other person for whose conduct the Unit Owner is legally responsible.

(e) Maintenance.

1. Every Unit Owner must perform promptly all maintenance and repair work to their own Unit and any Limited Common Element for the Unit Owner's exclusive use which is their sole responsibility and, which if not done would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which the Unit forms a part, the Unit Owner being expressly responsible for the damages and liabilities that the failure to do so may engender.

2. All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations shall be at the Unit Owner's expense.

(f) Structural Changes.

1. No Residential Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Residential Unit or any Individual Residential Unit's Limited Common Element for its exclusive use, without the prior written approval of the Board of Managers. In addition, no structural addition, alteration or improvement to the private terraces which are an Individual Residential Unit Owner's Limited Common Element shall be permitted unless required as part of the general maintenance, repair or replacement of the private terraces or as permitted by the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Residential Unit Owner shall make any structural addition, alteration or improvement in or to any Residential Unit or any Individual Residential Unit's Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board of Managers with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board of Managers ,

setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board of Managers , its Members and Officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the Building Department or any other agency of the City of New York or any other governmental or administrative agency. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Residential Unit Owner shall pay the charges of such architect or engineer. The Residential Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to the Building Department or any other agency of the City of New York or any other governmental or administrative authority for a permit to make a structural addition, alteration or improvement in or to any Residential Unit or Individual Residential Unit's Limited Common Element for its exclusive use shall be completed by the Residential Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or material men on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising thereof.

These provisions shall not apply to Units owned by the Sponsor or its designee until such Units shall have been initially conveyed by the Sponsor or such designee.

The Board of Managers shall have the right to designate or approve a contractor to do any such work at the Residential Unit Owners' sole expense.

The Board of Managers of the Condominium shall not use the above provisions in any way that would violate any rights a Residential Unit Owner may have pursuant to the Federal Fair Housing Act or New York State Human Rights Law.

2. The Commercial Unit Owner shall be permitted to make structural additions, alterations or improvements (of either a temporary or permanent nature) in or to the Commercial Unit, or any Limited

Common Element for its exclusive use, without the prior written approval of the Board of Managers. However, the Commercial Unit Owner must notify the Board of Managers at least ten (10) days prior to any such structural addition, alteration or improvement and no Commercial Unit Owner shall make any structural addition, alteration or improvement in or to the Commercial Unit or any Limited Common Element for its exclusive use without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board of Managers with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board of Managers , setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board of Managers , its Members and Officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the City of New York or any other governmental agency. The Commercial Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to any department of the City of New York or any other governmental authority for a permit to make a structural addition, alteration or improvement in or to any Commercial Unit or Limited Common Element for its exclusive use shall be completed by the Commercial Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or material men on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

At the request of the Commercial Unit Owner, the Board of Managers will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, or repair of the Commercial Unit or the operation thereof. The respective Commercial Unit Owner shall indemnify and hold the Band the Unit Owners harmless from any liability resulting therefrom.

The Board of Managers will not have any right to restrict or limit the method of operation, use or appearance of any Commercial Unit

which are permitted by law. No rules affecting the operation of the Commercial Unit maybe adopted or modified by the Board of Managers without the consent of the Commercial Unit Owner.

3. No alteration, addition or change to any part of the General Common Elements, General Residential Units' Limited Common Elements or any Individual Residential Unit's Limited Common Elements may be made and no structure or other improvement (including landscaping) may be built or placed on any portion of the Common Elements or Individual Residential or Commercial Unit's Limited Common Elements without the written consent of the Board of Managers.

(g) The Common Elements shall not be used for storage purposes except if specifically designated for such purposes.

(h) No Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of their Unit.

(i) Each Unit Owner shall keep their Unit and its appurtenant Individual Residential or Commercial Unit's Limited Common Element in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

(j) The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Units and the Building. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Building.

(k) No article (including, but not limited to, garbage cans, bottles or mats) may be placed in any of the passageways, public halls, elevators, vestibules, corridors or stairways of the Condominium, nor may any fire exit be obstructed in any manner.

(l) Unit Owners, residents, occupants, tenants, agents, servants, licensees or their guests are not permitted to play in, exercise or use for any unintended purposes, the entrances, passageways, public halls, vestibules, corridors and stairways of the Condominium.

(m) No public hall of the Condominium is permitted to be decorated or furnished by any Unit Owner in any manner.

Section 3. **Rules and Regulations for the Residential Units and General Residential Units' Limited Common Elements.**

(a) The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Residential Area of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Residential Units.

(b) No baby carriages, strollers, bicycles, scooters, or similar vehicles shall be allowed to stand in the public halls, passageways, or other Residential Areas of the Building.

(c) No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases of the Residential Area of the Building, nor shall any fire exit thereof be obstructed in any manner.

(d) Nothing shall be hung or shaken from any doors, windows, balconies or terraces, or placed upon the exterior window sills, of the Residential Area of the Building, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance there from. The Common Elements, General Residential Units' and Individual Unit's Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(e) There shall be no playing or lounging in the elevators, entrances, passageways, public halls, vestibules, corridors, or stairways, of the Residential Area of the Building, except in designated recreational areas, if any, or other areas designated as such in the Declaration or by the Board.

(f) The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements and/or General Residential Units' Limited Common Elements that may be devoted to storage, recreation, or service purposes in the Residential Area of the Building.

(g) Nothing shall be done or kept in any Residential Unit or in the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board. No Residential Unit Owner shall permit anything to be done or kept in their Residential Unit or in the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Residential Unit Owner or any of the Residential Unit Owner's family members, tenants,

agents, servants, employees, licenses, or visitors shall, at any time, bring into or keep in their Residential Unit or Common Areas any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Residential Unit or the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit.

(h) No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from their Residential Unit or the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a Compact Disk Player, IPod, computer, phonograph, radio, television set, or other similar equipment in such Residential Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M.

(i) No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or approved by the Board of Managers.

(j) No Residential Unit Owner shall install any plantings in the Common Elements or the Individual Residential Limited Common Elements that are for the exclusive use of an individual Residential Unit without the prior written approval of the Board. It shall be the responsibility of the Residential Unit Owner to maintain all plantings in the Residential Units and Individual Residential Unit's Limited Common Elements to prevent any damage to floors, walls or any other part of the Building. Residential Unit Owners shall pay for the cost of any repairs rendered necessary, or damage caused, by such plantings.

(k) Plantings installed on any private terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two (2) inches from the private terrace and if adjoining a wall, at least three (3) inches from said wall. Suitable weep holes shall be provided in the boxes to draw off water. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and weep holes in operating condition to prevent any damage to floors and walls. The Residential Unit Owner shall pay the cost

of any repairs rendered necessary by or damage caused by said plantings.

(l) Each Residential Unit Owner, at the Residential Unit Owner's sole cost and expense shall be required: (i) to maintain and repair the Residential Unit Owner's Residential Unit, including all items included in the Residential Unit, and its appurtenant Individual Residential Unit's Limited Common Elements (other than the portions of the Limited Common Elements expressly stated to be maintained and repaired by the Condominium) in good and proper working order, first-class condition and appearance, free of water leaks and undue air penetration, free and clear of snow, ice, water accumulation, debris and objects, and otherwise in clean, neat and sanitary condition in keeping with the high quality, character, standards and dignity of the Condominium, in accordance with all applicable laws and governmental codes, regulations, restrictions and requirements; and (ii) to perform all work: (ii-1) in a good and workmanlike manner with a quality of workmanship that meets or exceeds any relevant specific standards required by applicable law or governmental requirements, as well as locally accepted construction practices for projects comparable to the Property; and (ii-2) utilizing materials compatible with, and of at least equal or better quality to, those used in the original construction of the Residential Unit.

(m) In the event that a Residential Unit Owner fails to maintain, repair or replace its Residential Unit or any Individual Residential Unit's Limited Common Element for the Residential Unit Owner's exclusive use, which maintenance, repair or replacement is necessary to protect any of the Common Elements (no matter how classified), any other portions of the Building or any other Residential Unit, the Board of Managers of the Condominium shall have the right to make the necessary maintenance, repair or replacement (after the failure of said Residential Unit Owner to do so after reasonable time provided by written notice, written or oral notice of a shorter duration in the event of an emergency situation) and to charge said Residential Unit Owner for the cost of all such repairs and/or maintenance and/or replacement. In the event the Board of Managers of the Condominium charges a Residential Unit Owner for repairs, maintenance and/or replacement to their Residential Unit or for repairs to any Individual Residential Unit's Common Elements restricted in use to such Residential Unit Owner and the Residential Unit Owner fails to make prompt payment, the Board of Managers of the Condominium shall be entitled to bring suit thereon and, in such event, the Residential Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

(n) In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-

Laws and applicable zoning, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

(o) The private terraces designated as Individual Residential Unit's Limited Common Elements, are not permitted to be used for storage and are not permitted to be enclosed. Barbecuing is permitted on any private terrace as long as such barbequing is compliant with all city and state requirements and laws. All drains located on a private terrace must be kept open at all times. No above ground pools, hot tubs or similar type of equipment is permitted on any private terrace or any rooftop area.

(p) No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers.

(q) No sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or By-Laws or shall have been approved in writing by the Board of Managers or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.

(r) All radio, television, or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

(s) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the owner of such Residential Unit.

(t) The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Residential Unit at any reasonable hour of the day, on at least one day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere

with the use of such Residential Unit for its permitted purposes.

(u) The Board of Managers or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to their Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an Officer of the Condominium or an Officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

(v) If any key or keys are entrusted by a Residential Unit Owner, by any family member thereof, or by their agent, tenant, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Residential Unit Owner's Unit, automobile or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Board nor the Managing Agent shall (except as provided in Rule (u) above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(w) No Residential Unit Owner of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

(x) The Board of Managers shall, at the request of a mortgagee of the Residential Unit, report any delinquent assessments due from the Owner of such Residential Unit.

(y) Every Residential Unit Owner shall be liable for any and all damage to the Common Elements, which shall be caused by said Residential Unit Owner, the Residential Unit Owner's permitted lessees and occupants of Residential Units, their respective family members and guests and such other person for whose conduct the Residential Unit Owner is legally responsible.

(z) Residential Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the Managing Agent with respect to services provided and the management of the Building.

(aa) Residential Unit Owners will be permitted to keep dogs, cats or other

common household pets in their Residential Unit subject to the provisions of this regulation. The foregoing notwithstanding, no more than two (2) dogs per Residential Unit will be permitted. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium. No animals may be kept or maintained in a Residential Unit for any commercial purposes. No exotic animals such as snakes or undomesticated wild animals are permitted in a Residential Unit. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Managers. All Residential Unit Owners shall advise the Board of Managers of any household pet intended to be kept in their Residential Unit prior to the household pet residing therein. In addition to the above restrictions, the Board of Managers shall have the right to further adopt additional rules and regulations regarding pets including, but not limited to limiting the number, size and type of pet including but not limited to the type of breed of such pet permitted to be kept in a Residential Unit. In no event shall any animal be permitted in any of the public corridors or lobbies of the Condominium unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. All Residential Unit Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to any Common Elements of the Condominium.

(bb) All Residential Unit Owners shall keep their thermostats at a minimum of 60 degrees Fahrenheit to prevent freezing of pipes. Any Residential Unit Owner failing to adhere to this requirement shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Unit.

(cc) No window guards or window decorations (other than curtains and window treatments which conform to the By-Laws) are permitted to be used in or about any Residential Unit, unless otherwise required by law, except such as will have been approved in writing by the Board of Managers. The Board of Managers shall have the right to designate or approve a contractor to do any of such work at the Residential Unit Owners' sole expense. In no event however, shall any exterior glass surface of any windows of a Residential Unit be colored or painted. In the event window guards are required in a Residential Unit, the cost of installing the window guards shall be the sole responsibility of the Residential Unit Owner.

(dd) The portion of all window treatments facing the exterior of the Building are required to be the same color as determined by the Board of Managers.

(ee) Corridor doors are required to be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

(ff) No group tour or exhibition of any Residential Unit or its contents may be conducted, nor will any auction sale or other sale of contents be permitted to be held in any Residential Unit, without the prior consent of the Board of Managers.

(gg) The following rules and regulations shall be applicable to the Residential elevator(s) (hereinafter "Residential Elevator") in the Building:

1. The Residential Elevators shall be used exclusively by the Residential Unit Owners, all occupants of the Residential Unit, all tenants, licensees and guests of the Residential Unit and all permitted individuals and service personnel permitted by the Residential Unit Owner.

2. The Residential Elevators of the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Residential Units or halls and floors of the Condominium.

3. No article (including, but not limited to, garbage cans, bottles or mats) may be placed in a Residential Elevator.

4. Residential Unit Owners, residents, guests, tenants, clients, employees, licensee or occupants are not permitted to play in or exercise in a Residential Elevator of the Condominium.

5. The Residential Elevators or Residential Elevator cabs are not permitted to be decorated or furnished by any Residential Unit Owner in any manner.

6. All vendors, contractors, sub-contractors and other personal transporting of any equipment, appliances, furniture, plants or other fixtures to a Residential Unit must utilize the elevator designated for such purpose at times designated for such purpose by the Board of Managers. All Residential Unit Owners, tenants or other residents of the Building moving in or out or transporting any equipment, appliances, furniture or plants or other fixtures must utilize the elevator designated for such purpose at times designated for such purpose by the Board of Managers. The Board of Managers may charge a move in and/or move out fee.

7. Repairs and maintenance of an elevator, regardless of how classified, will be a Common Expense of the Condominium.

8. The Board of Managers shall be authorized to adopt separate rules and regulations regarding the Residential Elevators for use as a

service elevator including hours of operation, a move in and move out fee and such other rules and regulations to insure the efficient operation of the Residential Elevators.

(hh) No structural additions, alterations or improvements to a Storage Space will be permitted.

(ii) Storage Spaces may only be utilized by the Licensee of the Storage Space and occupants of the Residential Unit, including tenants of the Licensee of the Storage Space as provided in Article XII of the By-Laws.

(jj) Storage Spaces are to be used for storage of general household items. The Licensees of the Storage Spaces, their occupants and tenants will not be permitted to store any combustible material or other items in the Storage Spaces that may be illegal or cause the Condominium insurance to be increased or is not in compliance with the building code of the City of New York.

(kk) Any consent or approval given under these Rules and Regulations applicable to the Residential Units may be amended, modified, added to, or repealed at any time by resolution of the Residential Members of the Board. Any such consent or approval may, in the discretion of the Residential Members of the Board or the Managing Agent, be conditional in nature.

(ll) Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to any Managing Agent.

(mm) The Board of Managers of the Condominium shall have the right to require that a Residential Unit Owner utilize a contractor or sub-contractor of the Board of Manager's choosing for any repairs, maintenance and/or replacement of an Individual Residential Unit Owner's Limited Common Element that is a Residential Unit Owner's obligation at the Residential Unit Owner's sole cost and expense.

(nn) No television or radio receiving device or any other type of receiving or transmitting device shall be erected on the exterior or roof of the Building or on any Individual Residential Unit's Limited Common Element without the prior written consent of the Board of Managers. The Board of Managers may adopt such rules and regulations pertaining to satellite dishes so as to comply with current Federal Communications Commission rules.

(oo) Any Residential Unit Owner who mortgages or sells or leases their Residential Unit shall immediately notify the Board of Managers, providing the name and address of the new mortgagee new Residential Unit Owner or tenant within thirty (30) days of the closing of the mortgage, within thirty

(30) days of the execution of the Purchase Agreement of the sale of the Unit for the new Purchaser or thirty (30) days prior to any tenant occupying the Residential Unit, whichever is applicable and subject to the Board of Managers' right of first refusal as provided for in Article XI of these By-Laws.

(pp) Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sub-lessees or licensees are not permitted at any time or for any reason whatsoever to enter upon or attempt to enter upon any roof of the Building except for the Resident Terrace located on the 2nd Floor. The Board of Managers shall have the right to adopt rules and regulations regarding the use and times of operation of the Resident Terrace, including requiring a deposit for any damage caused to said area and charging a fee for said use. No barbequing is permitted on the Resident Terrace, unless barbequing is not in violation of any municipal or fire code and prior written approval is received by the Board of Managers.

(qq) The Resident Lounge located on the 2nd floor may only be utilized by the Residential Unit Owners and occupants of the Residential Unit, including tenants of the Residential Unit. The Board of Managers may adopt rules and regulations regarding the use of the Resident Lounge, including times of use and operation, requiring a deposit for any damage caused to said area and charging a fee for private parties of the Resident Lounge.

(rr) The Residential Fitness Center located in the cellar may only be utilized by the Residential Unit Owners and occupants of the Residential Unit, including tenants of the Residential Unit. The Board of Managers may adopt rules and regulations regarding the use of the Residential Fitness Center, including times of use and operation.

(ss) The Bicycle Storage Space Area located on the cellar level may only be utilized by the Residential Unit Owners and occupants of the Residential Unit, including tenants of the Residential Unit for storage of bicycles. The Board of Managers may adopt rules and regulations regarding the use of the Bicycle Storage Space Area.

(tt) No Residential Unit Owner shall make any changes, additions or alterations to a Residential Unit prior to the issuance of a Permanent Certificate of Occupancy for the Building and/or Residential Unit that will prevent or delay the issuance of a Permanent Certificate of Occupancy or Temporary Certificate of Occupancy. No Residential Unit Owner shall make any changes, additions or alterations to a Residential Unit that will prevent the renewal or extension of a Temporary Certificate of Occupancy and/or a Permanent Certificate of Occupancy for the Residential Unit or Building. Any Residential Unit Owner making such change, addition

and/or alteration shall be solely liable and responsible and shall pay all costs and expenses required to replace and/or repair the Residential Unit as may be required by the Department of Buildings of the City of New York or any other City, State or Municipal agency so that the Residential Unit and/or Building shall be able to obtain a renewal or extension of a Temporary Certificate of Occupancy and/or the issuance of a Permanent Certificate of Occupancy. In the event the Residential Unit Owner fails to replace and/or repair the Residential Unit preventing the extension or renewal of a Temporary Certificate of Occupancy and/or issuance of a Permanent Certificate of Occupancy, the Board of Managers of the Condominium shall have the right to enter into and upon the Residential Unit upon reasonable notice and make all necessary changes required to obtain an extension or renewal of a Temporary Certificate of Occupancy or the issuance of a Permanent Certificate of Occupancy. All costs and expenses, including reasonable legal fees, incurred by the Condominium shall be charged to the Residential Unit Owner as an additional Common Charge to the Residential Unit Owner.

(uu) The Board of Managers shall have the right to promulgate rules and regulations regarding the moving in and/or moving out of the Building by a Residential Unit Owner including the right to charge a move in and/or move out fee to said Residential Unit Owner.

(vv) The Board of Managers shall have the right to promulgate rules and regulations regarding any common facility being utilized by all Residential Unit Owners, including requiring a deposit for any damage caused thereto and charging a fee for said use.

(ww) The Board of Managers shall have the right to promulgate rules and regulations regarding the Laundry Room Area located on the cellar level, including requiring a deposit for any damage caused thereto.

Section 4. **Rules and Regulations for the Commercial Units and Limited Common Elements.**

(a) The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building for the exclusive use of the Commercial Unit shall not be obstructed or used for any purpose other than ingress to and egress from the Commercial Unit. No vehicle belonging to the Commercial Unit Owner or to a guest, tenant, subtenant, licensee, invitee, employee, agent, customer or client of the Commercial Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Building.

(b) No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases of the Condominium servicing the Commercial Unit, nor shall any fire exit thereof be obstructed in any manner.

(c) Nothing shall be hung or shaken from any doors, windows, or placed upon the exterior window sills, of the Commercial Unit, and the Commercial Unit Owner shall not sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance there from.

(d) Nothing shall be done or kept in any Commercial Unit or the Commercial Unit's Limited Common Element for the exclusive use of an individual Commercial Unit that is not used in conjunction with the operation of the Commercial Unit's business or practice that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board of Managers. No Commercial Unit Owner shall permit anything to be done or kept in their Commercial Unit or Limited Common Element for the exclusive use of an individual Commercial Unit that will result in the cancellation of insurance on the Building or the contents thereof, or that would be in violation of any Law. No Commercial Unit Owner or any of its tenants, agents, servants, employees, licenses, visitors, clients, patients or customers shall, at any time, bring into or keep in their Commercial Unit or the Commercial Unit's Limited Common Element for the exclusive use of an individual Commercial Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Commercial Unit or a Limited Common Element for the exclusive use of an individual Commercial Unit.

(e) All construction, repair work, or other installation involving noise shall be conducted in a Commercial Unit only on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or approved by the Board of Managers.

(f) No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Commercial Unit, except as shall be necessary and appropriate for the permitted uses of such Commercial Unit or a Limited Common Element for the exclusive use of an individual Commercial Unit.

(g) No patients, clients, or other invitees of the Commercial Unit Owner or its tenant shall be permitted to wait in any lobby, public hallway, or vestibule used for the Residential Area of the Building.

(h) All radio, television, or other electrical equipment of any kind or nature installed or used in the Commercial Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Managers Fire Underwriters and the public authorities having jurisdiction, and the Commercial Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

(i) Water-closets and other water apparatus in the Commercial Unit shall not be used for any purpose other than those, for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in the Commercial Unit shall be repaired and paid for by the owner of such Commercial Unit.

(j) Each Commercial Unit Owner shall keep their Commercial Unit and the Commercial Unit's Limited Common Elements designated to the Commercial Unit for the Commercial Unit's exclusive use in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

(k) All Commercial Unit Owners shall keep their thermostats at a minimum of 60 degrees Fahrenheit to prevent freezing of pipes. Any Commercial Unit Owner failing to adhere to this requirement shall be responsible for any damage done to the Common Elements of the condominium and/or any other Unit.

(l) The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room in the Commercial Unit at any reasonable hour of the day, on at least one day's prior notice to the Commercial Unit Owner, for the purpose of inspecting such Commercial Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Commercial Unit for its permitted purposes.

(m) Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to the Managing Agent.

(n) The Board of Managers shall not interfere with the business operation of the Commercial Unit unless it affects the General Common Elements, General Residential Units' Limited Common Elements, an Individual Residential Unit's Limited Common Element, the structural integrity of the Building and/or is a violation of any municipal or state code or statute.

(o) Each Commercial Unit Owner and/or their tenants shall have an easement to erect, maintain and replace one (1) or more signs on the property permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Building.

(p) Each Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board of Managers, to sell or lease the Commercial Unit without interference by the Board of Managers. The sale or rental of a Commercial Unit should not be subject to the right of first refusal as described in Article XI, Section 2 of these By-Laws. All sale or rental proceeds shall belong solely to the applicable Commercial Unit Owner.

These Rules and Regulations applicable to the Commercial Unit may not be amended, modified, added to, or repealed without the written consent of the Member of the Board of Managers representing the Commercial Unit.

Section 5. Violations of Rules and Regulations.

(a) Upon receipt, by the President of the Board of Managers or by the Managing Agent, of a signed written complaint alleging violation of any of the Rules and Regulations or other provisions of the By-Laws or the Declaration of Condominium as herein established or hereafter established or adopted by the Board of Managers, the Board of Managers shall make a determination as to the validity of the complaint.

(b) If, it is determined that the complaint is valid and justified the Managing Agent, if any, or the Board of Managers if no Managing Agent, shall be directed to send written notice to the violator levying a reasonable fine as determined by the Board of Managers upon the violator and instructing the violator to stop, curtail, correct or eliminate the violation, if applicable, within a period of three (3) days from the date of receipt of such notice. Such fine is to be considered as an additional Common Charge obligation to the account of the violator and shall be treated as such regarding late penalties and a lien upon the Property as elsewhere provided for in the Declaration of Condominium or By-Laws. If the violation is not stopped, curtailed, corrected or eliminated, the Board of Managers may assess additional fines in an amount determined by the Board of Managers and may continue to levy additional fines in an amount determined by the Board of Managers every thirty (30) days thereafter. The initial fine and any additional fines shall be cumulative. If the violation results in loss of or damage to property classified as a Common Element, the Board of Managers shall itself or direct a Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional Common Charge.

(c) In addition to the right to issue fines for violations of the Rules and Regulations as provided above the Board of Managers shall be entitled to any other remedies that may be available to the Board of Managers to enforce the Declaration of Condominium, the By-Laws and/or the Rules and Regulations of the Condominium.

Section 6. **Costs.**

Any costs incurred by the Board of Managers to remedy or cure any violation of the Rules and Regulations, By-Laws or Declaration of Condominium as herein or hereafter established, shall be an additional Common Charge charged to the violator in addition to the fine(s) levied upon the violator as described in Article VIII, Section 5 of the By-Laws. In the event a Unit Owner's tenant violates the provisions of any Rule and Regulation or any other provision of the By-Laws, fines may be levied against a Unit Owner's tenant, and the Unit Owner shall be jointly and severally liable with the Unit Owner's tenant for the payment of same.

In the event the Board of Managers institutes legal action for the collection of any fines for the enforcement of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit.

Section 7. **Board of Managers Right to Change Rules and Regulations.**

Except as may be otherwise provided in this Article VIII, the Board of Managers shall have the following rights:

(a) The Board of Managers reserves the right to rescind, alter, waive or add, as to one or more or further all Unit Owners, occupants, lessees, guests and any other person residing in the Building, any Rule or Regulation at any time prescribed for the Condominium when, in the reasonable judgment of the Board of Managers, the Board of Managers deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium or the preservation of good order therein, or for the operation or maintenance of the Condominium or the equipment thereof, or the comfort of the Unit Owners, occupants or others in the Condominium. No rescission, alteration, waiver or addition of any Rule or Regulation in respect of one Unit Owner, occupant lessee, guest or other person residing in the Building will operate as a rescission, alteration or waiver in respect of any other Unit Owner. Any rescission, alteration, waiver or addition to the Rules and Regulations that is solely applicable to the Commercial Unit(s) requires the written approval of the one (1) Commercial Unit Member of the Board of Managers. Any rescission, alteration, waiver or addition to the Rules and Regulations that is solely applicable to the Residential Unit requires the written approval of a majority of the Residential Unit Members of the Board of Managers.

(b) Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the

Board of Managers. Further, any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

Section 8. **Sponsor.**

The above provisions shall not apply to the Sponsor unless required: (a) to comply with applicable laws or regulations, or (b) to remedy any notice of violation.

Section 9. **Complaints**

Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to the Managing Agent.

ARTICLE IX. DEFAULT

In the event a Unit Owner does not pay any Common Charges, Special Assessments, fines, late fees or any other sums, charges or assessments required to be paid when due, as determined by the Board of Managers, the Board of Managers, acting on behalf of the Condominium shall notify the Unit Owner and the mortgagee, if any, of such Unit and may place a lien on such Unit pursuant to the provisions of Section 339-z of the Real Property Law of the State of New York.

In the event a Unit Owner does not remit payment of their Common Charges, Special Assessments, or any other sums, charges or assessments required to be paid when due the Unit Owner shall be required to pay all late fees and other fees as provided for in Article VI, Section 2 of these By-Laws.

The Board of Managers may take action to foreclose any lien for past due Common Charges in accordance with Section 339-aa of the Real Property Law or otherwise. During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to judgment of foreclosure and sale and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same.

The Board of Managers (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges Special Assessments, fines, late fees or any other sums, charges or assessments determined by the Board of Managers at the option of the Board of Managers, without foreclosing or waiving the lien securing such or other sums, charges or assessments determined by the Board of Managers at the option of the Board of Managers. In such an event the Unit Owner shall be liable for the reasonable costs and reasonable attorney's fee incurred by it incident to the collection of the delinquent Common Charges.

Notwithstanding anything contained herein regarding the Common Charges, Special Assessments, fines and late fees, any foreclosure by a holder of an Institutional Mortgage shall be subject to the provisions of Article VI, Section 2 of these By-Laws.

ARTICLE X. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (a) that the notice of the meeting shall contain a full statement of the proposed amendment; (b) that the amendment shall be approved by not less than sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number and Percentage of Common Interest and (c) said amendment shall be set forth in a duly recorded amendment to the Declaration. In addition the following shall apply to amendments to the By-Laws:

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

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

(c) The Board of Managers shall have the right to amend these By-Laws without the consent of the Unit Owners to make corrections to the By-Laws that are patent errors, inconsistencies, scrivener's errors and technical errors. In connection therewith each Unit Owner upon becoming a Unit Owner shall be deemed to grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers to amend these By-Laws for said purposes.

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

(e) Notwithstanding any provision contained herein to the contrary an Amendment in the By-Laws which solely affects the Residential Units or the General Residential Units' Limited Common Elements may only be adopted by a vote of at least sixty-six and two-thirds (66⅔%) percent in number and common interest of only the Residential Unit Owners.

(f) Notwithstanding any provision contained herein to the contrary an Amendment in the By-Laws which solely affects the Commercial Unit may only be adopted by a vote of at least sixty-six and two-thirds (66⅔%) percent in number and common interest of only the then Commercial Unit

Owners. Notwithstanding, as long as the Sponsor, its successor, assignee or designee retains a Commercial Unit, no amendment to the By-Laws which solely affects a Commercial Unit may be adopted without the written consent of Sponsor, its successor, assignee or designee.

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

(h) In addition, in the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Units that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the General or Individual Residential or Commercial Unit's Limited Common Elements, or rights to their use; boundaries of any Unit; convertibility of Units into Common Elements or vice versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; revisions to the leasing provisions of Units contained in Article XI of these By-Laws; imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit Owner's Unit; a decision by the Condominium to establish self management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or in the event condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to these By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any

eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Condominium a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

ARTICLE XI. SELLING, MORTGAGING AND LEASING UNIT

Section 1. Selling and Leasing Residential Units.

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

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

Any Residential Unit may be leased subject to the leasing requirements contained in Section 7 of this Article XI and subject to the Board of Managers' right of first refusal as provided in Section 2 of this Article XI. In addition, any Residential Unit Owner who wishes to enter into a lease for the Residential Unit Owner's Residential Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease at least thirty (30) days prior to its execution. All Residential Unit Owners who wish to enter into a new lease for the Residential Unit Owner's Residential Unit shall be required to submit all documentation required by the Board of Managers as set forth in Section 7 below to the Managing Agent or the Board of Managers in the absence of a Managing Agent. All leases must comply with all the requirements contained in Section 7 below. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium.

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

Any Commercial Unit may be conveyed or leased subject to local zoning ordinances, by its Commercial Unit Owner free of any restrictions except that no

Commercial Unit Owner shall convey, mortgage, pledge, hypothecate or sell their Commercial Unit unless and until all unpaid Common Charges, Special Assessments and any other fees or charges owed the Condominium that have been assessed against the Commercial Unit shall have been paid to the Board of Managers of the Condominium and that the following shall be prohibited uses for the Commercial Unit: veterinarian's office or pet shop; martial arts studio or school; machine shop or welding shop; dry cleaning or laundry service; chemical wholesaling, storage, retailing or manufacturing; heavy trucking, methadone clinic, drug or alcohol rehabilitation; extermination service; bicycle messenger center; bowling alley, manufacturer of tobacco products; leather dying or coloring; motel/hotel/hostel/homeless shelter or any transient use; tattoo parlor; waste disposal/refuse center; amusement arcade; auditorium; billiard parlor; brewery; heavy manufacturing of any kind; adult bookstore or video shop or other adult entertainment facility; homeless shelter; any enterprise engaging in pornography; restaurant, fast food establishments, bar, pub, or commercial cooking.. However, such unpaid Common Charges can be paid out of the proceeds of the sale of the Commercial Unit. The sale or lease of the Commercial Unit is not subject to the right of first refusal of the Board of Managers as provided for in Section 2 hereof.

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

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

Section 2. **Right of First Refusal**

No Residential Unit Owner (hereinafter "Residential Unit Owner"), other than Sponsor, its successors, assigns or designees, may sell or lease their Residential Unit except by complying with the following provisions:

Any Residential Unit Owner who receives a bona fide offer to (a) purchase the Residential Unit Owner's Residential Unit together with (i) the undivided interest in the Common Elements appurtenant thereto, and (ii) the interest of such Residential Unit Owner in any Residential Unit theretofore acquired by the Board of Managers or the Board of Manager's designee on behalf of all Residential Unit Owners, or Residential Unit Owner's interest in the proceeds of sale or lease of such Residential Unit, if any, or (b) lease the Residential Unit Owner's Residential Unit, such an offer to purchase or lease a Residential Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror" and the Residential Unit Owner to whom the Outside Offer is made is called the "Offeree Residential Unit Owner". In the event the Residential Unit Owner intends to accept the Outside Offer, the Residential Unit Owner must give notice by certified or registered mail to the Board of Managers of the receipt of such Outside Offer. Said notice shall state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require. The giving of such

notice to the Board of Managers shall constitute an offer by such Residential Unit Owner to sell the Residential Unit Owner's Residential Unit or Lease the Residential Unit Owner's Residential Unit to the Board of Managers or its designee, corporate or otherwise, on behalf of all other Residential Unit Owners, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Offeree Residential Unit Owner who has received such Outside Offer to the Board of Managers, on behalf of all Residential Unit Owners, that such Residential Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Residential Unit Owner shall submit in writing such further information with respect thereto as the Board of Managers may reasonably request. Not later than ten (10) days after the later of the receipt of such notice or such further information as may have been requested by the Board of Managers, the Board of Managers may elect, by sending written notice to such Offeree Residential Unit Owner before the expiration of said ten (10) day period, by certified or registered mail, return receipt requested, to purchase such Residential Unit or to lease such Residential Unit, as the case may be, or to cause the same to be purchased or leased by its designee (corporate or otherwise), on behalf of all Residential Unit Owners on the same terms and conditions as contained in the Outside Offer and stated in the notice from the Offeree Residential Unit Owner.

In the event the Board of Managers shall timely elect to purchase any such Residential Unit or to Lease such Residential Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or lease shall be executed at the office of the attorneys for the Condominium, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. If, pursuant to such Outside Offer to purchase such Residential Unit, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Residential Unit Owner's existing mortgage or mortgages, the Board of Managers may purchase the Residential Unit and assume to take title to the Residential Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Residential Unit Owner, if such Residential Unit is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and other documents and/or documentary stamps affixed at the expense of such Residential Unit Owner, who shall also pay all the taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interests, if any, and the Common Charges shall be apportioned between the Offeree Residential Unit Owner and the Board of Managers, or its designee (corporate or otherwise), as of the closing date. In the event such Residential Unit is to be leased, the Offeree Residential Unit Owner shall execute and deliver to the Board of Managers, or to its designee (corporate or otherwise), a lease between the Offeree Residential Unit Owner, as Landlord, and the Board of Managers, or its designee (corporate or otherwise), as Tenant, covering such Residential Unit for the rental and terms contained in such Outside Offer.

In the event the Board of Managers or its designee shall fail to accept such offer within twenty (20) days after receipt of such notice, as aforesaid, or in the event the Board of Managers shall, prior thereto, waive such right of first refusal in accordance with Sections 3 and 4 of this Article, the Offeree Residential Unit Owner shall be free to accept the Outside Offer within a sixty (60) day period after (i) notice of refusal is sent or (ii) the expiration of the period in which the Board of Managers or its designee might have accepted such offer, as the case may be. In the event the Offeree Residential Unit Owner shall not, within such sixty (60) day period, accept in writing the Outside Offer, or if the Offeree Residential Unit Owner shall accept the Outside Offer within such sixty (60) day period, but such sale or lease, as the case may be, shall not be consummated, then should such Offeree Residential Unit Owner thereafter elect to sell such Residential Unit or lease such Residential Unit, as the case may be, the Offeree Residential Unit Owner shall be required to again comply with all the terms and conditions of this Section.

Any deed to an Outside Offeror shall provide that the acceptance thereof by the Outside Offeror shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

Any lease executed in connection with the acceptance of an Outside Offer to lease a Residential Unit shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended, or assigned without the prior written consent of the Board of Managers; the tenant shall not assign the tenant's interest in such Lease or sublet the demised premises or any part thereof without the prior written consent of the Board of Managers; and the Board of Managers shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (i) a default by the tenant to perform its obligations under such lease or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

Except as herein above set forth, the form of any such lease executed by the Board of Managers, or an Outside Offeror, shall be the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain such other modifications as shall be approved in writing by the Board of Managers. Any lease executed by the Board of Managers, as tenant, shall provide that the Board of Managers may enter into a sublease of the premises without the consent of the landlord.

Any purported sale or lease of a Residential Unit in violation of this section shall be voidable at the election of the Board of Managers and, if the Board of Managers shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Board of Managers to commence legal proceedings to evict the purported tenant (in the case of an unauthorized leasing) in the name of the said Residential Unit Owner as the purported landlord. Said Residential Unit Owner shall

reimburse the Board of Managers for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions of Section 2 of this Article XI shall not apply to Sponsor-owned Residential Units, any mortgagee acquiring title to a Residential Unit, in a foreclosure or otherwise or to any Commercial Unit. The Sponsor, its successors, assignees or designees; any mortgagee acquiring title to a Residential Unit in a foreclosure or otherwise and any Commercial Unit Owner shall have the right to freely sell their Residential or Commercial Unit or to freely lease all or any part thereof without first having to offer the same for sale or lease to the Board of Managers.

Section 3. **Release or Waiver by Board of Managers of the Right of First Refusal.**

The right of first refusal contained in Section 2 of this Article XI may be released or waived by the Board of Managers only in the manner provided in this Section 3 of Article XI. In the event the Board of Managers shall release or waive its right of first refusal as to any Residential Unit, such Residential Unit may be sold, conveyed or leased free and clear of the provisions of said Sections 1 and 2 and all other restrictions, except that no Residential Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease the Residential Unit Owner's Residential Unit unless and until all unpaid Common Charges assessed against the Residential Unit Owner's Residential Unit shall have been paid to the Board of Managers and all provisions regarding rentals as provided for in Section 7 of this Article XI are met. However, such unpaid Common Charges can be paid out of the proceeds from the sale of a Residential Unit or by the Purchaser of the Residential Unit. Further, a Residential Unit Owner may convey the Residential Unit Owner's Residential Unit and the Residential Unit Owner, the Residential Unit Owner's Common Interest appurtenant thereto to the Board of Managers on behalf of all Residential Unit Owners free of any cost to the Board of Managers or the Residential Unit Owners, and upon such conveyance such Residential Unit Owner shall not be liable for any Common Charges thereafter accruing against such Residential Unit. Any sale or lease of any Residential Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 4. **Certificate of Termination of Right of First Refusal.**

A certificate executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 2 of this Article XI have been met by a Residential Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Board of Managers, and that as a result thereof the rights of the Board of Managers thereunder shall terminate, shall be conclusive upon the Board of Managers and the Residential Unit Owners in favor of all persons who rely upon such certificate in good faith. The Board of Managers shall furnish, without charge, such certificate upon request to any Residential Unit Owner with respect to whom the provisions of such section have, in fact, terminated.

Section 5. **Financing of Purchase of Residential Unit by Board of Managers.**

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

Section 6. **Exceptions.**

The provisions of Section 2 of this Article XI shall not apply with respect to any lease, sale or conveyance of a Residential Unit by (a) the Residential Unit Owner thereof to the Residential Unit Owner's spouse, adult children, parents, parents-in-law, adult siblings, or any one or more of them, (b) to any devisee or beneficiary as a result of the death of the Residential Unit Owner, pursuant to a Will or by operation of law, should the Residential Unit Owner die Intestate or (c) the Sponsor, its successor, assignee or its designee, (d) the Board of Managers, or (e) any proper officer conducting the sale of the Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit, or delivering a deed in lieu of such foreclosure; provided, however, that the new Residential Unit Owner shall be bound by, and the Residential Unit Owner's Residential Unit subject to, the provisions of this Article.

Section 7. **Leasing Requirements for Residential Units.**

In addition to the right of first refusal detailed in Section 2 above, every lease on every Residential Unit in the Condominium is subject to the following rules and regulations, regardless of whether stated in the lease:

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

(b) the lease must be in writing;

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

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

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

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

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

(h) the Residential Unit cannot be used as a motel or hotel or otherwise for transient tenants or listed in Airbnb or similar service;

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

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

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

The Board of Managers, in its sole discretion, may add or change any of the criteria in this Section 7 with respect to the requirements of leasing Residential Units.

In order to carry out the provisions of this Article XI and pursuant to the provisions of Article Fifteenth of the Declaration of Condominium each Residential Unit Owner shall upon becoming a Residential Unit Owner grant an irrevocable power of

attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Residential Unit Owner's Condominium Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Residential Unit that shall bind the Residential Unit in the hands of the then Residential Unit Owner and the Residential Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Residential Unit Owner written notice of the nature of the violation of the Rule and Regulation, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

The foregoing restrictions of Sections 1, 2 and 7 of this Article XI shall not apply to Sponsor owned Residential Units or any Commercial Unit Owner or any mortgagee acquiring title to a Unit, in a foreclosure or otherwise. The Sponsor, its successors, assignees or designees; any mortgagee acquiring title to a Unit in a foreclosure or otherwise and the Commercial Unit Owner shall have the right to freely sell their Unit or to freely lease all or any part thereof as long as the lease and use by a tenant is in compliance with the permitted use of the Unit under applicable zoning and occupancy requirements.

Section 8. **Waiver of Partition Rights.**

The Residential Unit Owners waive all of their voting rights concerning partition respecting any Residential Unit acquired by the Board of Managers in accordance with this Article.

Section 9. **Gifts, etc.**

Any Residential Unit Owner may convey or transfer their Residential Unit by gift during the Residential Unit Owner's lifetime or devise their Residential Unit by will or pass the same by intestacy, without restriction.

Section 10. **Tenant Bound by Declaration.**

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

by the tenant of the Declaration, the By-Laws and the other Rules and Regulations of the Condominium.

Section 11. Lenders.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Residential Units in the Condominium, only subsections (c), (e), (f), (g), (h), (i), (j) and (k) of Section 7 of this Article XI shall apply to a first mortgage lender who has title to the Residential Unit through (a) foreclosure of its first mortgage on the Residential Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Residential Unit. Any subsequent purchaser from the first mortgage lender is subject to all the terms of this Article XI. In addition the provisions of Article Thirteenth of the Declaration of Condominium regarding an Institutional Mortgage shall be applicable regarding unpaid Common Charges accrued before acquisition of title of a Unit by the mortgagee.

Section 12. Sponsor.

The foregoing restrictions of Sections 1, 2 and 7 of this Article XI shall not apply to Sponsor owned Residential Units. The Sponsor, its successors, assignees or designees shall have the right to freely sell their Unit or to freely lease all or any part thereof without any interference or any restrictions by the Board of Managers as long as the lease and use by a tenant is in compliance with the permitted use of the Unit under applicable zoning and occupancy requirements.

Section 13. Section 339-kk of the Real Property Law.

Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying Residential Unit Owner who rents any Residential Unit in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Residential Unit within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the condominium association. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant to this provision of the By-Laws. This provision does not apply to any Commercial Unit Owner who rents their Commercial Unit.

ARTICLE XII. STORAGE SPACES

Section 1. General

The Storage Spaces will be subject to a License Agreement between a Residential Unit Owner as the Licensee and the Board of Managers as the Licensor. The Board of Mangers shall be required to keep a list of all Storage Spaces and the Residential Units that are subject to a License Agreement or subject to a rental. All

Residential Unit Owners subject to this Declaration shall be required to advise the Board of Managers of the Condominium of any assignment or rental of any Storage Space pursuant to a License Agreement within ten (10) days of such assignment or rental.

Section 2. Use

Storage Spaces may only be utilized pursuant to the provisions of the Declaration of Condominium and By-Laws of the Condominium and any Rules and Regulations regarding the Storage Spaces.

Section 3. Repair and Maintenance

All repairs and maintenance of the Storage Spaces shall be the responsibility of the Licensee of the Storage Space. All Storage Spaces must be maintained in a first class condition. In the event a Storage Space is not maintained in such first class condition, the Board of Managers shall have the right to make any and all necessary repairs and assess the Residential Unit Owner who is the Licensee of the Storage Space all expenses associated with the repair. Such assessment shall be treated as an additional Common Charge to the Residential Unit Owner and all rights and remedies regarding a default of Common Charges in this Declaration of Condominium or the By-Laws shall be applicable to the collection of such assessment.

Section 4. License Agreement

The Sponsor shall be authorized to execute all initial License Agreements for a Storage Space subject to this Declaration of Condominium for any Storage Space entered into with a Residential Unit Owner and to receive the proceeds of such License Agreement. A designated member of the Board of the Managers of the Condominium shall be authorized and required to execute the License Agreement on behalf of the Condominium as the Licensor of the License Agreement.

Section 5. Rules and Regulations

The License Agreement for a Storage Space may only be assigned and rented only to another Residential Unit Owner in the Development ("Assignee or "Tenant"). The Board of Managers of the Condominium shall have the right to promulgate rules and regulations regarding the assignment or rental of the Storage Spaces. In no event shall the Board of Managers have the right to prohibit the right of a Residential Unit Owner or the Sponsor to assign or rent a Storage Space to a purchaser of the Residential Unit Owner or another Residential Unit Owner in the Condominium. The Board of Managers shall have the right to approve the form of a License Agreement or promulgate a standard form for use by all Residential Unit Owners.

Residential Unit Owners must comply with all applicable laws regarding the Storage Spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having

jurisdiction thereover. In addition, the Storage Spaces may not be completed until after the Closing of Title of a Residential Unit and the fact that a Storage Space may not be available for use at the time of Closing will not constitute a basis for Residential Unit Owner to fail to Close Title to a Residential Unit.

Section 6. Sponsor

In the event there are Storage Spaces that have not been Licensed to a Residential Unit Owner after the Sponsor has conveyed all of the Residential Units to bona fide Purchasers, the Sponsor shall have the right but not the obligation to license or lease any or all of the remaining Storage Spaces to the Condominium Board of Managers on behalf of the Condominium. The costs of any license or lease to the Condominium Board of Managers shall be paid by all the Unit Owners paying their pro-rata share of such costs based upon the Unit Owner's Percentage of Common Interest. Upon the license or rental by the Condominium all costs and expenses associated with the Storage Spaces licensed or leased to the Condominium shall become the obligation of the Condominium as a Common Expense. In such an event, the Board of Managers of the Condominium will be responsible for overseeing the regulation of the Storage Spaces that have been licensed or leased to the Condominium.

ARTICLE XIII. ARBITRATION

Section 1. Procedure.

Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the local jurisdiction of the Condominium in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in New York City before one arbitrator appointed, upon the application of any party by the Real Estate Board of New York.

Section 2. Variation by Agreement.

The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. **Binding Effect.**

The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. **Costs and Expenses.**

The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses.

All costs and expenses paid or incurred by the Condominium Board of Managers in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses shall constitute Common Expenses.

ARTICLE XIV. CONDEMNATION

In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $50,000 and to the Board of Managers if the award is $50,000 or less, to be distributed in accordance with Section 3 of Article VII but in the following amounts:

(a) So much of the award as is applicable to the General Common Elements, to the Unit Owners pro rata according to the respective Percentage of Common Interest appurtenant to the Unit owned by such Unit Owners.

(b) So much of the award as is applicable to the General Residential Units' Limited Common Elements, to the Residential Unit Owners pro rata in proportion to each Residential Unit's square footage to the overall square footage of all the Residential Units, as reflected in Schedule B of the Declaration of Condominium.

(c) So much of the award as is applicable to an Individual Residential or Commercial Unit's Limited Common Element to the Unit Owner having general use of such Individual Residential or Commercial Unit's Limited Common Element.

In such eminent domain or condemnation proceeding the Board of Managers shall request that the award shall set forth the amount allocated to General Common Elements, General Residential Units' Limited Common Elements and to each Individual Residential or Commercial Unit's Limited Common Element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted

to the arbitration in accordance with Article XIII of these By-Laws. Any condemnation or eminent domain award shall require that any proceeds applicable to a Unit be applied first to a first mortgagee of a Unit as its interest may appear.

ARTICLE XV. SPONSOR RIGHTS

Section 1. Sales/Rentals.

The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sales and rental offices in and about the Condominium, including any Unsold Units located within the Condominium Building or elsewhere throughout the project, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective purchasers or tenants, to utilize the Common Elements, no matter how classified, and without limitation, to do any and all things necessary incident to the sale or rental of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

Section 2. Signs/Ingress/Egress.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to construct, sell and lease the Units, or any other property, development or community the Sponsor, its successors, assigns or designees so prescribe. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium no matter how classified.

Section 3. Additional Rights.

The Sponsor, its successor, assignees, designees, nominees and agents shall, in addition to the above, have any additional rights afforded to the Sponsor, its successors, assignees, designees, nominees and agents in these By-Laws, Rules and Regulations and the Declaration of Condominium.

Section 4. Amendment

This Article XV may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one (1) or more unsold Units.

ARTICLE XVI. MISCELLANEOUS

Section 1. Insurance.

Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in a Unit Owner's Unit which will increase the insurance rates on the Unit or any other Unit or on the Common Elements.

Section 2. **Severability.**

Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 3. **Notice to Condominium.**

A Unit Owner, who mortgages the Unit Owner's Unit, shall notify the Condominium through the management agent, if any, or the President of the Board of Managers in the event there is no management agent, of the name and address of the Unit Owner's mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Unit".

Section 4. **Notice of Unpaid Assessments.**

The Board of Managers shall at the request of a mortgagee of a Unit, report any unpaid Common Charges due from the Unit Owner of such Unit.

Section 5. **Examination of Books and Records.**

Every Unit Owner or the Unit Owner's representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board of Managers at convenient hours on weekdays (except legal holidays) but not more often than once a month. Said hours are to be determined by the Board of Managers or Managing Agent.

Section 6. **Costs of Legal Action**

In the event the Board of Managers institutes any legal action for the enforcement of any of the provisions of the Declaration of the Condominium, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Board of Managers on behalf of the Condominium, plus interest and costs of suit.

Section 7. **Reports to Residential Unit Owners**

It is the obligation of the Board of Managers of the Condominium to give all Residential Unit Owners annually:

(a) a financial statement of the Condominium prepared by a certified public accountant or public accountant by a specific date; such statement shall be certified while the Sponsor retains a majority of the Members of the

Board of Managers and such statement shall be provided within four (4) months of the end of each fiscal year;

(b) prior notice of the annual Unit Owners meeting; and

(c) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

During the period Sponsor retains control of the Board of Managers of the Condominium, the Sponsor shall be required to provide certified financial statements for the Condominium. The cost of such reports shall be a Condominium expense. In addition, during said period the Sponsor will be required to provide a Certification of Adequacy of the budget for the Condominium from a Managing Agent or other expert who is unaffiliated with the Sponsor.

Section 8. **Construction.**

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Section 9. **Compliance with Article 9-B.**

These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or of the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPAL
PURSUANT TO 13 NYCRR 20.4 (b)

Date: March 1, 2017

State of New York
Department of Law
120 Broadway
23rd Floor
New York, NY 10271

RE: **570 BROOME CONDOMINIUM**

Gentlepeople:

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

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in 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 I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

5830344.1

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

Very truly yours,

SOHO BROOME CONDOS LLC

By: _____
Murat Agirnasli, Managing Member

SPONSOR'S PRINCIPALS:

Sworn to before me this
1st day of March, 2017.

_____
NOTARY PUBLIC

GEORGIA KOTSONIS
Notary Public, State of New York
No. 01KO6334992
Qualified in Bronx County
Commission Expires 12/28/2019

_____
Murat Agirnasli

Sworn to before me this
1st day of March, 2017.

_____
NOTARY PUBLIC

GEORGIA KOTSONIS
Notary Public, State of New York
No. 01KO6334992
Qualified in Bronx County
Commission Expires 12/28/2019

_____
Hilmi Ulgur Aydin

Sworn to before me this
1st day of March, 2017.

_____
NOTARY PUBLIC

GEORGIA KOTSONIS
Notary Public, State of New York
No. 01KO6334992
Qualified in Bronx County
Commission Expires 12/28/2019

_____
Selim Akyuz

Sworn to before me this
1st day of March, 2017.

_____
NOTARY PUBLIC

GEORGIA KOTSONIS
Notary Public, State of New York
No. 01KO6334992
Qualified in Bronx County
Commission Expires 12/28/2019

_____
Erden Arkan

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

SPONSOR'S ARCHITECT CERTIFICATION
PURSUANT TO 13 NYCRR 20.4 (c)

Date: 05/30/2017

State of New York
Department of Law
120 Broadway
23rd Floor
New York, NY 10271

RE: **570 BROOME CONDOMINIUM**

Gentlepeople:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained me to prepare a report describing the construction of the property (the "Report"). I examined the building plans and specifications that were prepared by Tahir Demircioglu Architect PLLC (dba builtd) dated 03/11/2017 and prepared the Report dated 05/30/2017, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

I am a registered architect in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of renovation and construction, provided that renovation and construction is in accordance with the plans and specifications that I/we examined;

td

builtd
18 EAST 41 STREET, #1803 NEW YORK NY 10017
www.builtd.com +1 347 227 0234

(ii) in my/our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of renovation and/or construction, provided that renovation and/or construction is in accordance with the plans and specifications that I/we examined;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; (d) or did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Very truly yours,

Tahir Demircioglu
Tahir Demircioglu Achitect PLLC dba builtd
Principal

Sworn to before me this
30th day of MAY, 2017.

Notary Public

JOSEPH TROVATO
Notary Public – State of New York
NO. 01TR6276682
Qualified in Nassau County
My Commission Expires Feb 19, 2021

Choice New York Management | 254 West 31st Street, 6th Floor New York, NY 10001 | 212 982 3600

CERTIFICATION BY EXPERT OF THE ADEQUACY OF THE BUDGET PURSUANT TO SECTION 20.4(d) OF PART 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

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

Re: "570 Broome Street Condominium"
Premises: 570 Broome Street
New York, New York 10013

The Sponsor of the condominium offering plan for the captioned property retained our firm, Choice New York Management ("Choice"), to prepare the Schedule B and Schedule B-1 (collectively, "Schedules"), containing projections of income and expenses for the first year of condominium operation.

Our firm is in the real estate management business for a period in excess of seven (7) years. We currently manage and in the past have managed residential brownstone and conventional elevator and non-elevator apartment buildings which are either operated in the cooperative or condominium form of ownership or as rental properties. We also manage commercial property. We currently manage over one hundred and ten (110) properties, comprising approximately one thousand and five hundred (1,500) residential and commercial units.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to the Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

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

We certify that the Schedules:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

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

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Choice New York Management

By: _____

Name: Adam Lichtenstein

Title: Member

Sworn to before me this 10th day of May, 2017.

_____

Notary Public

ROSANNA MANE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6350533
Qualified In Queens County
My Commission Expires 11-14-2020

Choice New York Management | 254 West 31st Street, 6th Floor New York, NY 10001 | 212 982 3600

CERTIFICATION OF ADEQUACY OF COMMON CHARGES PAYABLE BY NON-RESIDENTIAL UNIT OWNERS PURSUANT TO 13 NYCRR 20.4(e)

Date: May 10, 2017

State of New York
Department of Law
120 Broadway - 23rd Street
New York, NY 10271

Re: **570 Broome Street Condominium**

Ladies and Gentlemen:

The sponsor of the condominium offering plan for the captioned property retained me/our firm to prepare the Schedule B which includes projections of common charges payable by the owners of the Non-Residential Units. My/or our experience in this field includes:

Our firm has been in the real estate management business for a period over seven (7) years. We currently manage and have managed residential brownstone and conventional elevator and non-elevator apartment buildings which are either operated in the cooperative or condominium form of ownership or as rental properties. We also manage commercial property. We currently manage over one hundred and ten (110) properties, comprising approximately one thousand and five hundred (1,500) residential and commercial units.

I/we understand that I/we am/are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to the Non-Residential Units listed in Schedule B.

I/we have reviewed Schedule B as it impacts upon the Non-Residential Units and investigated the facts underlying it with due diligence in order to form a basis for this Certification. I/We also have relied on my/our experience in managing residential buildings.

I/we certify that the projections in Schedule B for common charges payable by the owner of the Non-Residential Units appear reasonable and adequate under existing

Choice New York Management | 254 West 31st Street, 6th Floor New York, NY 10001 | 212 982 3600

circumstances to meet the anticipated operating expenses fairly attributable to such Non-Residential Units for the projected first year of condominium operation, and that the allocation of common charges attributable to the Non-Residential Units also reflects special or exclusive use or availability or exclusive control of particular common areas.

I/we certify that the estimates in Schedule B for the common charges payable by the owner of the Non-Residential Units:

(i) set forth in detail the projected common charges for the Non-Residential Units for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the Non-Residential Units;

(iii) do not omit any material fact;

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

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

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

(vii) do not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

I/we further certify that I am/we are not owned or controlled by the sponsor. I/We understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the Non-Residential Units for the first year of condominium operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I/We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

CHOICE
NEW YORK
MANAGEMENT

Choice New York Management | 254 West 31st Street, 6th Floor New York, NY 10001 | 212 982 3600

Very truly yours,

Signature of Individual or Name of Firm

By:_____
Signature of Individual if prepared by Firm

Member, Adam Lichtenstein
Title or Position if prepared by Firm

Sworn to before me this
10th day of May, 2017.

Notary Public

ROSANNA MANE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6350533
Qualified In Queens County
My Commission Expires 11-14-2020

The Real Property Law is amended by adding a new Section 339-kk to read as follows:

"§ 339-kk. Rents. (a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent."

This act may be enforced by any party by means of a special proceeding brought pursuant to Article 4 of the Civil Practice Law and Rules.

SCHEDULE L