CONDOMINIUM OFFERING PLAN
FOR

318 East 81st Street Condominium

318 EAST 81ST STREET
NEW YORK, NEW YORK 10028

6 Units: $24,293,000.00
Total Amount of Offering..... $24,293,000.00

SPONSOR:

East 81 Bliss, LLC
260 Madison Avenue, Suite 204
New York, New York 10016

SELLING AGENT:

Town New Development Sales and Marketing LLC
33 Irving Place
New York, New York 10003

Filing Date of this Offering Plan: _____, 2017.

This Offering Plan may not be used after _____, 201_, unless the Offering Plan is extended by amendment.

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

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

THIS OFFERING PLAN IS SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS OFFERING PLAN AND TO FILE THIS OFFERING 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 OF LAW OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

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PART I

318 EAST 81ST STREET CONDOMINIUM
318 EAST 81ST STREET
NEW YORK, NEW YORK 10028

SPECIAL RISKS

1. Sponsor's Reservation of the Right to Rent Unsold Units

(a) Sponsor is retaining the unconditional right to rent rather than sell 85% of the Units in the Building after the Plan is consummated. Unless and until this Plan is abandoned, Sponsor will endeavor in good faith to enter into Purchase Agreements for at least 15% of the Units, but makes no representation that it will sell more than 15% of the Units.

(b) Pursuant to existing regulations of the Department of Law, Sponsor may declare the Plan effective by selling a minimum of 15% of the Units (i.e., 1 of the 6 Units) in the Building. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more Units than the 15% necessary to declare the Plan effective and, therefore, owner-occupants may never gain effective control and management of the Condominium. The Condominium Board does not have the right to approve or disapprove purchasers of Units, and there is no limit on the number of Unit Owners who may purchase for investment rather than for personal occupancy. Consequently, there may always be a substantial percentage of Unit Owners who are not owner-occupants.

(c) Purchasers should note that in the current real estate market, banks and other institutional lenders are imposing various restrictions and preconditions on purchase money financing. Such restrictions and preconditions include requiring that a certain percentage of Units in a building or group of buildings be sold before a lender will consider making a loan. Thus, 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 Units, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It may also be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See the Section of the Plan entitled "Effective Date."

(d) Sponsor reserves the unconditional right to make Bulk Sales of Units. Purchasers of Bulk Sales of Units shall be bound by Sponsor's representations in the Plan with regard to Sponsor's commitment to sell Units.

(e) Sponsor has procured financing for construction of the Building from MidFirst Bank ("Construction Lender"), having an office at 60 East 42nd Street, Suite 5220, New York, New York 10165. Pursuant to the terms of the Construction Loans, Sponsor must sell the Units for certain minimum prices prior to the Construction Lender's release of the liens of the Construction Loans from each Unit at Closing. In addition, Sponsor may not rent any Unit without the prior written consent of the Construction Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

(f) Pursuant to Real Property Law 339-kk, set forth in Part II of the Plan, if a Unit Owner shall at any time lease the Unit and shall default in the payment of any Common Charges or additional Common Charges, the Condominium Board may, at its option, so long as such default shall continue, demand and receive from the tenant the rent due or becoming due from such tenant to the Unit Owner, and apply the amount to pay sums due and to become due from the Unit Owner to the Condominium. Any payment by a tenant to the Condominium shall constitute a discharge of the obligation of such tenant to the Unit Owner, to the extent of the amount so paid. The acceptance of rent from any tenant shall not be deemed a consent to or approval of any leasing by the Unit Owner, or a release or discharge of any of the obligations of the Unit Owner hereunder. In the event the tenant fails to pay the rent to the Condominium after demand by the Condominium Board, the Condominium Board shall have the right to commence summary eviction proceedings in the name of or on behalf of the Unit Owner, against the tenant. All costs and expenses incurred by the Condominium Board (including attorneys' fees, costs and disbursements) in connection

therewith, shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner.

(g) See the Sections of the Plan entitled "Introduction" and Rights and Obligations of Sponsor" for details.

2. Sponsor Control of the Condominium Board

Sponsor shall control the Condominium Board until the earlier of (i) the date upon which Sponsor owns Unsold Units having an aggregate Common Interest of 25% or less, or (ii) 5 years from the First Unit Closing (the "Initial Sponsor Control Period"). During such period, Sponsor will determine the budget and operation of the Condominium. After the expiration of the Initial Sponsor Control Period, Sponsor, including any designee thereof, will relinquish control of the Condominium Board and will not designate a majority of the Members of the Condominium Board even in the event Sponsor or its designees owns Units representing a Majority in Common Interests of all Units in the Condominium. However, Sponsor as Owner of Unsold Units will have the right to vote the percentage of Common Interests allocated to such Unsold Units at all meetings of the Unit Owners. Notwithstanding the foregoing, Sponsor may, at its discretion, relinquish voting control of the Condominium Board prior to the end of the Initial Sponsor Control Period.

The By-Laws do not include a provision that, after the Initial Sponsor Control Period, a majority of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principal. Therefore, Purchasers for their own occupancy may never gain control of the Condominium Board under the terms of this Plan. Further, Unit Owners who are owner-occupants and Unit Owners who are non-residents (including Sponsor) may have inherent conflicts on how the Condominium should be managed because of their differing reasons for purchasing (i.e. purchase of a Unit as a home as opposed to an investment). See the Sections of the Plan entitled "Control by Sponsor" and "Condominium Board."

During the Initial Sponsor Control Period, the Condominium Board may not, without the prior written consent of Sponsor: (i) make any addition, alteration or improvement to the Common Elements or any Unit (unless required by applicable Law); (ii) assess any Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Building as set forth in Schedule B to the Plan; (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the First Closing date or otherwise provide services in excess of those referred to in the Plan, except as may be required to reflect normal annual increases in operating services; (v) borrow money on behalf of Condominium unless such borrowing is approved by the owners of Units representing at least 75% both in number and aggregate Common Interest of all Units; or (vi) exercise any right of first refusal to lease or purchase a Unit. However, the Condominium Board may take any action enumerated in subsections (i) through (vi) above without the consent of Sponsor if, and only if, the taking of such action is necessary, and no other alternative is available, either to enable the Condominium Board to comply with Law or to remedy any notice of violation entered against the Condominium or the Condominium Board or to comply with any proper work order by an insurer of the Condominium or for the health and safety (but not the general comfort or welfare) of the occupants of Units.

See the Sections of the Plan entitled "Control by Sponsor" and "The Condominium Board."

3. Non-Resident Superintendent

(a) There will be a full-time superintendent for the Building who will not reside in the Building. However, Sponsor will comply with Law, including the Administrative Code of the City of New

York, § 27-2052 et seq., with respect to the availability of the superintendent. See Description of Property and Improvements – Services and Facilities.

(b) See the Section of the Plan entitled "Schedule B – Budget for First Year of Condominium Operation" for details.

4. Geographic Targeting Order

The Director of the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury issued a Geographic Targeting Order (the "GTO") effective March 1, 2016, as extended from time to time. The GTO requires title insurance companies to collect and report information regarding the persons involved in residential real estate transactions where: (i) the purchaser is a legal entity as defined in the GTO; (ii) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan or Staten Island; (iii) the total purchase price of the property exceeds $3,000,000 if located in the Borough of Manhattan or the total purchase price of the property exceeds $1,500,000 if located in the Boroughs of Brooklyn, Queens, Bronx or Staten Island; (iv) such purchase is made without a bank loan or other similar form of external financing; and (iv) the purchase is made at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, or a fund's transfer. The GTO affects all residential real property closings occurring on or after September 22, 2017 until the expiration of the Order (currently, March 20, 2018), which date is subject to change by FinCEN.

5. Purchase of Units

(a) In order to purchase a Unit, a Purchaser must execute a Purchase Agreement in the form set forth in Part II of the Plan entitled "Purchase Agreement." A Purchaser is required to make a Down Payment to Seiden & Schein, P.C., ("Escrow Agent") by check payable to "Seiden & Schein, P.C. as Escrow Agent" in an amount equal to 10% of the Purchase Price of such Unit and tender such Down Payment with the executed Purchase Agreement.

(b) In the event any Purchaser defaults under the Purchase Agreement, time shall be of the essence for Purchaser to cure such default. "Time of the essence" means that if the Purchaser does not cure such default within 30 days after Sponsor gives written notice to the Purchaser of such default, Sponsor may, at its option, cancel such Purchase Agreement and retain, as liquidated damages, the Down Payment made by the Purchaser to the date of default, together with interest earned thereon, if any. Additionally, if any Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date and Sponsor elects not to cancel the Purchase Agreement, the closing apportionments to be made at the Closing will be made as of the midnight of the day of the originally scheduled Closing Date and not as of the actual Closing Date.

(c) The Purchase Agreement is not contingent upon the Purchaser obtaining mortgage financing. A Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase the Unit pursuant to Purchase Agreement shall not be contingent on the Purchaser obtaining such financing. Therefore any Purchaser who executed a Purchase Agreement and does not obtain financing may lose Purchaser's Down Payment if Purchaser is unable to otherwise obtain the funds necessary to pay the balance of the Purchase Price. Prospective Purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any form of financing. Accordingly, once a Purchaser executes the Purchase Agreement, the Purchaser shall be obligated to Close Title to the Unit whether or not the Purchaser obtains financing for the purchase of the Unit. Furthermore, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it could expire before the Closing Date. Sponsor shall have no liability as a result of any scheduling, rescheduling or adjournment of a Closing Date for any Unit beyond the expiration of a loan commitment.

(d) All Down Payments will be held in the escrow account maintained by the Escrow Agent (the "Escrow Account"). As of the Filing Date of the Plan, the Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the "Maximum Amount"). Purchasers making Down Payments in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of the Maximum Amount. If a Purchaser maintains accounts at the Escrow Bank, the funds in such accounts, together with the Down Payment, may be aggregated by the Escrow Bank for purposes of determining the Maximum Amount. No representation is made with respect to any further changes in Law concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information. See the Section of the Plan entitled "Escrow and Trust Fund Requirements" for details.

(e) See the Sections of the Plan entitled "Procedure to Purchase Units," and "Escrow and Trust Fund Provisions" for further details.

6. No Bond or Other Security Furnished by Sponsor

No bond or other security has been furnished to secure the performance of Sponsor's obligations. Although as of the Filing Date, to the best of Sponsor's knowledge, Sponsor has sufficient resources to fund the performance of Sponsor's obligations under the Plan, the subsequent ability of Sponsor to perform its obligations will depend upon Sponsor's financial condition at such time. No representation is made that Sponsor will be financially able to perform any or all of such obligations at any point in time in the future. See the Section of the Plan entitled "Rights and Obligations of Sponsor."

7. Certification of Sponsor and Principal

Consistent with Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC. et al, 106 A.D. 3d 542 (1st Dept. 2013), the principal of Sponsor expressly disclaims the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principal, absent liability under another statute or under an alter-ego or other veil-piercing theory.

8. Closing Fees and Costs

(a) Transfer Taxes:

i. Units: Purchasers of Units shall be required to pay the New York City and New York State Transfer Taxes, ("Transfer Taxes") due upon the Closing of Title to a Unit, in addition to the so-called New York State "Mansion Tax," which is payable with respect to any Unit with a purchase price of $1,000,000.00 or more. Although Transfer Taxes are customarily paid by the seller in single-family and other covered transactions (other than condominium developments), the responsibility for payment of such taxes may be modified by contract. It is customary in New York City for Purchasers of condominium units from a sponsor of a condominium plan to pay Transfer Taxes. The New York City Department of Finance and New York State Department of Taxation and Finance each take the position that where the Purchaser pays Transfer Taxes, the amount of such Transfer Taxes will be added to the taxable consideration, thereby increasing the amount of the tax due from Purchaser. In addition, where the Purchase Price of the Unit is close to, but less than, $1,000,000.00 and the Purchaser pays the Transfer Taxes, the Mansion Tax may become due and payable as a result of such additional taxable consideration.

(b) Other Closing Costs

i. Units: All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of such Purchaser. In addition, each Purchaser shall be responsible for payment of the following fees to Seiden & Schein, P.C. ("Sponsor's Closing Attorney"), in connection with the Closing of Title to the Unit: (i) the sum of $3,000 per Unit as a closing fee in connection with the Closing of Title to the Unit, plus $250 for preparation of ACRIS forms and title clearance; (ii) if the Purchaser requests the

Closing to occur other than at the offices of Sponsor's Closing Attorney" (or such other place as Sponsor may designate in its closing notice) and Sponsor consents to such change (in its sole discretion), an attendance fee of $750; provided that Closings may not be scheduled to occur outside Manhattan); and (iii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, a fee of $1,000, payable in advance, for preparation of an assignment agreement. A Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply. At Sponsor's option, in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's Closing Attorney shall be paid by the Purchaser prior to Closing upon notice to the Purchaser. In addition, Purchasers will be required to make a contribution of 2 months' Common Charges to the Condominium's Working Capital Fund and certain other payments at Closing. See the Section entitled "Unit Closing Costs and Adjustments" in Part I of the Plan for further discussion.

9. Sponsor's Right to Sell Units for Investment or Resale

In accordance with the terms of the Plan, Sponsor has the right to sell Units to Purchasers for investment or resale. Accordingly, it is possible that certain Unit Owners will not be residents of the Building. In addition, a Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at Closing free and clear of all leases and tenancies except as may otherwise be agreed to in writing by the parties. There is no limit on the number of Unit Owners who may purchase Units for investment rather than personal occupancy. Consequently, there may always be a substantial percentage of Unit Owners who are non-residents. See the Section entitled "Rights and Obligations of Sponsor" for further details.

10. Lot Line Windows

Lot line windows exist on the east and south façades of the Building, on the ninth through twelfth floors, and the fourteenth through twenty-first floors. Purchasers should refer to the Floor Plans set forth in Part II of the Plan for the specific Units containing lot line windows. Lot line windows are windows located on an exterior wall abutting (or less than 30' 0" away from) a property line, where the adjacent property is owned by others. While such windows provide views, light and air to spaces in the Unit, they cannot be utilized to meet light and ventilation required by the Building Code of the City of New York. Units having lot line windows have other windows which satisfy requirements for the lawful use of such Units for habitation. Lot line windows are considered amenities that potentially can be lost. Should an abutting property owner redevelop such property with one or more buildings of different configurations, it may be necessary to close the affected lot line windows and seal them in a manner and with such materials as are acceptable to the Buildings Department and the Condominium. Neither Sponsor, Sponsor's architect, the Condominium Board nor any other Person who took part in this offering will have any liability or obligation if the closing-up of any or all lot line windows is required. (See the "Description of Property and Specifications" set forth in Part II of the Plan for details.)

11. Window-Washing and Window Treatments

(a) The Units have been designed with operable windows which can be cleaned from the inside of the Unit. The By-Laws require all Unit Owners to clean the windows in their respective Units. Accordingly, the Common Charges as reflected in Schedule B do not include a line item for a Building-wide window-washing service contract.

(b) The By-Laws require all Unit Owners to utilize window treatments with a white backing in order to provide a visually harmonious white appearance of all Units when viewed from outside the Building.

12. Window Guards / Legally Compliant Window Stops

It is the responsibility of each Unit Owner to notify the Managing Agent in writing when a child or children under the age of 11 years live(s) or reside(s) (even temporarily) in the Unit. In the event that window guards and/or legally compliant window stops are to be installed in the Unit, such installation shall be performed at the direction of the Managing Agent and the cost thereof (for the window guards and/or legally compliant window stops and installation thereof and of any additional equipment required by Law) shall be charged to and paid by the Purchaser/Unit Owner of the Unit. It is the responsibility of each Unit Owner to ensure that all operable windows opening into the Unit comply with Laws relating to window guards and/or legally compliant window stops and, if necessary, to install, operate and maintain, at the Unit Owner's expense, any additional equipment required by Law. Sponsor makes no representation, warranty or assurance whether Unit Owners or their tenants will comply with the foregoing obligations. (See the Section of the Plan entitled "Terms of Sale" for further details.)

13. Ongoing Construction

Purchasers are advised that for a period of time following the First Unit Closing, construction on and within the Building will likely be ongoing. During at least the first year of Condominium operation, construction workers will likely be on site performing construction work on various parts of the Building and making deliveries of construction materials. As such, the Building's systems, including, but not limited to, the elevator, heating, cooling, air conditioning, ventilation system and water system may be disrupted from time to time. All of the foregoing work may be noisy and disruptive while being performed. In addition, the decoration and finishing of the Common Elements, including, but not limited to the lobby, amenity areas and Building corridors may not be fully complete at the time of the First Unit Closing, and may be ongoing for some time after the First Unit Closing. Certain Common Elements may not be available until the Building is fully operational.

In addition to the foregoing**,** while Units are being offered for sale or lease by Sponsor or its designees, there will be a greater number of visitors and delivery vehicles to the Building than would otherwise be the case. Neither Sponsor or its designee, the Managing Agent or Selling Agent shall be liable for any personal injury or for any loss or damage to personal property which may result from the failure of the Condominium's security systems and procedures, provided that any such failure is not caused by the negligence of Sponsor or its designees, the Managing Agent, Selling Agent or their respective agents.

14. Pedestrian and Vehicular Traffic

During the period of time that the Building is being constructed and the Units are being offered for sale and/or rent there will be a greater number of visitors, construction and delivery vehicles, and pedestrian traffic through the Building and the Units than is expected to be the case once construction and sales and/or leasing are completed and Units are occupied. No representation or warranty is made as to the length of time that construction, deliveries, sales or leasing, if applicable, will continue.

15. Sponsor's Use of the Building for Promotional Functions

Sponsor and its designee(s) shall have the right, until the 10th anniversary of the First Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units or otherwise). See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further discussion.

16. Certificate of Occupancy

(a) Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions,

acts of god or other events beyond its reasonable control, construction of the Building will be sufficiently completed to permit closings of title to the Units to begin on or about June 1, 2018.

(b) After completion of construction, Sponsor will apply for a Certificate of Occupancy for the Building from the New York City Department of Buildings ("DOB"). Sponsor will obtain a Temporary Certificate of Occupancy ("TCO") prior to the First Unit Closing and will seek to obtain a Final Certificate of Occupancy ("FCO") within two (2) years of the issuance of first TCO, barring delays caused by Force Majeure or other reasons beyond the control of Sponsor. If the First Unit Closing occurs prior to the issuance of an FCO for the Building, Sponsor shall maintain in escrow an amount reasonably necessary to complete the work required to obtain an FCO, as determined and certified by Sponsor's architect. Purchasers are encouraged to review the New York City Department of Buildings Website for information on Certificates of Occupancy. See the Sections of the Plan entitled "Description of Property and Improvements" and "Rights and Obligations of Sponsor.

(c) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without an FCO covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of Occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by 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 DOB. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of its issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell Units. In New York City, it is common for sponsors to commence unit closings when some or all of the units are covered by a TCO rather than an FCO. Sponsor anticipates that this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and make reasonable efforts to obtain a FCO which covers the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principal make no representation or guarantee that DOB will issue the FCO within such two (2) year period. Unit Owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

(d) Purchasers should note that even if the First Closing occurs on or before June 1, 2018, or such other date projected as the commencement date of the First Year of Condominium Operation at the time the Purchase Agreement was entered into, or within the twelve (12) month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a TCO has not been issued for such Units or for the floor on which such Units are located. In such case, provided that Sponsor is diligently pursuing completion of construction and the issuance of a certificate of occupancy, and is otherwise in compliance with its obligations under the Plan, Purchasers will not be entitled to a right of rescission or other claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

(e) See the Section of the Plan entitled "Rights and Obligations of Sponsor."

17. <u>Real Estate Taxes</u>

Projected real estate taxes for the Building are apportioned among the Units based on Common Interest percentages, however there is no assurance that the City of New York tax assessor will allocate real estate taxes among the Units based upon Common Interest percentages. Although the estimate of real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, apportionment among Units and tax rates, may be lesser or greater when actually established by

the City of New York tax assessor. Accordingly, these estimates are to be considered opinions and are not intended, and should not be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. Sponsor makes no representation concerning the actual amount of real estate taxes that will be assessed against each Unit once the Units are separately assessed. Sponsor shall not be liable to any Purchaser nor will any Purchaser have the right to rescind the Purchase Agreement if the assessed valuations, tax rates or real estate taxes, when actually established by the City of New York tax assessor, are more or less than those projected herein or if any of the applicable rules or codes of the City of New York are changed in the future. See the Section of the Plan entitled "Notes to Schedule A" and the "Real Estate Tax Projection Opinion" for further details.

18. Common Interest

The Common Interest of each of the Units has been determined pursuant to Section 339-i (1)(iv) of the Condominium Act 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. 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 Common Interest may justify a minor increase or decrease in the aggregate Common Interest appurtenant to certain Units, or all Units. In such event, the Common Interest appurtenant to such Units would be adjusted (by a minimal amount) pro-rata. Sponsor expressly reserves the right, from time to time, to effect such a change in the Common Interests and to amend the Plan so as to reflect the same. Notwithstanding the foregoing, after the recording of the Declaration, no change in any Unit's Common Interest will be made without obtaining the prior consent of all Unit Owners affected by such change. See the Section of the Plan entitled "Rights and Obligations of Sponsor" and the Declaration in Part II of the Plan.

19. Wood Floors

Purchasers are advised that Units will feature engineered wood flooring. Sponsor makes no representation as to the number of times such floors can be sanded, if at all. Sponsor is not responsible for: (i) variations in floor level and slight separation between base and floor; (ii) variations in width, length or tone of wood floor strips or normal shrinking or expansion of wood flooring due to changes in moisture content of wood; or (iii) scratches and dents in flooring. For more details regarding maintenance procedures, please visit the National Wood Flooring Association's website (www.nwfa.org). See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.

20. No Warranty

Sponsor shall not be obligated to correct, repair or replace any defects relating to construction of the Units or the Common Elements or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty as to odors. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins.

Notwithstanding the foregoing, Sponsor is obligated to complete construction of the Building substantially in accordance with the provisions of this Plan, all applicable Legal Requirements, and the "Description of Property and Specifications" set forth in Part II of the Plan. Any conflict between the disclaimer in this Special Risk and Sponsor's obligations described herein shall be resolved in favor of the latter. See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.

21. Insurance

The Condominium Board is not required to obtain or maintain any insurance with respect to any property contained in any Unit (other than the bare walls and bare ceilings (i.e., sheetrock only, no paint or wallcoverings), and bare floors (i.e., plywood or concrete only, no wood, stone or other material)) or any liability with respect to occurrences or operations in or about each Unit or the Residential Limited Common Elements appurtenant thereto, if any. Consequently, all Unit Owners are required to obtain and maintain: (i) a personal liability policy if the Unit Owner is an individual, or (ii) a commercial general liability policy if a Unit Owner is a non-individual entity; against claims for personal injury, death or property damage occurring in, on or about such Unit Owner's Unit and/or any Residential Limited Common Elements appurtenant thereto, with coverage of at least $1,000,000 per occurrence. In addition, all Unit Owners are required to obtain and maintain "all-risk" special form replacement value casualty insurance with respect to any and all interior fit-out work, additions, alterations, improvements, fixtures, equipment, furniture, furnishings and any other personal property and betterments located within their respective Units. The limits of liability set forth above may be amended by the Condominium Board from time to time.

Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Condominium Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost. Further, as a result of current fluctuations in the insurance market, the Condominium Board will not be required to obtain or maintain terrorism coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the By-Laws. See the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" for further discussion.

22. Waiver of Diplomatic or Sovereign Immunity

Purchasers will be required to waive expressly any and all immunity from suit by Sponsor or the Condominium Board. In addition, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will be required at the time of Closing of Title to such Unit, to deposit with the Condominium Board an amount equal to 2 years' estimated Common Charges. See the Sections of the Plan entitled "Procedure to Purchase Units" and "Closing Costs and Adjustments" for further discussion.

23. Balconies, Terraces, Yards and Patios

(a) Balconies, Terraces, Yards and Patios are appurtenant to certain Units, as identified in Schedule A and the Floor Plans in Part II of the Plan. The Balconies, Terraces, Yards and Patios (each, regardless of location, referred to in this Plan as a "Terrace" and collectively as the "Terraces") are Residential Limited Common Elements available for the exclusive use of the Unit Owner of the Unit to which such Terrace is appurtenant, subject to and in accordance with the Declaration, By-Laws, and the Rules and Regulations as in effect from time to time. Each Unit Owner shall be responsible for all ordinary maintenance and cleaning of the Terrace appurtenant to such Unit, subject to the rights of the Condominium Board to regulate its use, and to enter the Unit to access the Terrace and to access any Limited Common Elements for maintenance, repair and replacement and other uses (including, without limitation, to access any Building mechanical equipment or other Common Elements located on any Terrace), and must report chipped paint, or evidence of rust, or wear beyond normal wear and tear to the Terrace. Sponsor is not responsible for, makes no guarantees regarding and shall have no liability to Unit Owners with respect to, the level of noise or vibrations or odors resulting from the operation of the Building or any Units or the degree of privacy which will be afforded to Unit Owners on their Terraces. The costs and expenses of any repairs or replacements to a Terrace, structural or otherwise (unless caused by or attributable to the Unit Owner or its Permitted Users), shall be charged to all Unit Owners as a Common Expense.

The Condominium Board shall have the right to require a Unit Owner to remove plantings, roof surfaces and other installations which have been placed on the Terrace if the Condominium Board determines, in its sole discretion that such plantings or other installations may adversely affect the integrity of the roof or other portion of the Building or is otherwise unsafe. In addition, the Condominium Board shall have the right, in connection with any construction, repair or maintenance work in the Building, to erect scaffolding temporarily on any Terrace. In no event shall any Unit Owner of a Unit having a Terrace be permitted to enclose or erect any structure on such Terrace. The Condominium Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants.

Moreover, Terraces and any other areas that are exposed to the elements must be kept free of snow, ice and accumulation of water to the extent failure to do so could cause damage to the Building and/or other Units therein. In the event a Unit Owner fails to comply with any of its maintenance obligations, the Condominium Board may, at the expense of the Unit Owner and without liability to the Condominium Board, enter the Unit and perform such actions as are necessary to cure the Unit Owner's default.

(b) See the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of the Plan for further discussion.

24. Prohibition Against Smoking

All Unit Owners and their Permitted Users are prohibited from smoking in or around any of the General Common Elements and Residential Limited Common Elements, and within all Units. See the Sections of the Plan entitled "Rights and Obligations of the Unit Owners" and "By-laws" for further details.

25. Use of Units

A Unit may be used for residential purposes only, (excluding "dormitory," "bed and breakfast," home exchange or any transient hotel-type use, such as Airbnb, Home Away, or Roomorama) and, with respect to Units only, subject to compliance with the By-Laws, for a lawful home occupation. Each Unit may only be occupied by: (i) any individual who is a Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Unit Owner or permitted lessee. See the Section of the Plan entitled "Rights and Obligations of the Unit Owners and the Condominium Board" for further details.

26. Additional Units

(a) Sponsor reserves the right to change the number and size of Units by, among other things, subdividing and reconfiguring the Units and, as the case may be, in connection with such subdivision and reconfiguration, redesignating in an amendment to the Declaration, among other things, a portion of a subdivided Unit. In such event, the Common Interest appurtenant to any diminished Unit will decrease and such reduced Common Interest will be allocated to and/or among the newly created and/or configured Units. Sponsor expressly reserves the right, from time to time prior to the First Closing, to effect such changes and to amend the Plan so as to reflect the same. In the event the Common Interest appurtenant to a Unit is increased in excess of five percent (5%) or there is a reduction in square footage of a Unit in excess of five percent (5%), Sponsor shall offer the materially adversely affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Purchase Agreement(s) and receive a refund of their Down Payment(s), together with any interest earned thereon. There is a rebuttable presumption that a Unit size that is diminished by five percent (5%) or less is not material.

(b) See the Sections of the Plan entitled "Changes in Prices and Units" in Part I of the Plan for further discussion.

27. Method for Measuring Units

(a) Floor Plans depicting proposed layouts of Units appear in Part II of the Plan. Each Unit is measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any General Common Elements not within a Unit or to the exterior side of the opposite exterior walls. As shown on the Floor Plans set forth in Part II of the Plan, the measurement of the Units includes the elevator lobby and stairs of such Unit.

(b) As is customary in New York City, the square footage of the Units as measured in accordance with the foregoing method will exceed the usable floor space of each Unit. See the Notes to Schedule A in Part I of the Plan and the "Description of Property and Specifications" set forth in Part II of the Plan for details.

28. Reservation of Air and Development Rights

(a) Sponsor has retained and expressly reserves all Development Rights otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan. As a result, unless Development Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable Law, may not be possible or may be limited. Further, as a result of such reservation by Sponsor, Sponsor or other Development Rights Owner may transfer or sell such Development Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale.

(b) The Development Rights reserved by Sponsor or other Development Rights Owner will not be used to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Development Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Development Rights (i.e., in excess of those used in connection with the initial construction of the Building). In the event such Development Rights are transferred to the owner(s) of adjoining properties, a Unit Owner's views and exposure to light may be affected. Upon request of Sponsor, or other Development Rights Owner, the Condominium Board will be required to execute any documentation (including, without limitation, a declaration of zoning lot restrictions and/or zoning lot development agreement) requested by Sponsor, or other Development Rights Owner in connection with a sale or transfer of Development Rights. See the Sections in Part I of the Plan entitled "Rights and Obligations of Sponsor," and "Reservation of Air and Development Rights," and the Unit Power of Attorney in Part II of the Plan for further discussion.

29. Model Unit

Purchasers are advised that there may be certain design elements included in a model Unit that are not offered for sale and not included in the Units being offered pursuant to the Plan. Specifically, the furniture, furnishings, materials, equipment, hardware, installations, lighting or decorations (collectively, "FF&E") displayed in a model Unit will not be included in the sale of a Unit, except as otherwise described in this Plan. The FF&E in the Building and/or the Units will be as described in the Plan and are subject to modification as provided herein, and may vary from those displayed in a model Unit. All dimensions in a

model Unit are approximate and subject to normal construction variances and tolerances. Purchasers should consult the Floor Plans in Part II of the Plan and should consult Sponsor or Selling Agent with any questions concerning the precise FF&E each Unit will include.

30. Marketing Materials

In no event shall the presence of any FFE in any portion of the Building or Units set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Units imply or represent that any such FFE will be located within any portion of the Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from, but are consistent with, the designations utilized on the Floor Plans of the Units set forth in Part II of the Plan, including, without limitation, closets, hallways, dens/media rooms and powder rooms, however, in no event shall any such designation, labels or nomenclatures conflict with the legally permitted uses of such areas or rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials. See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.

31. Views from Units

No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any windows in the Building or from any Terraces. Sponsor shall have no liability to any Unit Owner on account of the view from any Unit or from any Terrace.

32. Restriction on Leasing Units

As set forth in the By-Laws, in addition to the Condominium Board's right of first refusal with respect to leasing Units, Units may be leased by their respective Unit Owners for minimum terms of 12 months and for maximum terms of 5 years. Only the entire Unit (and not a portion thereof) may be rented. The Managing Agent may charge a non-refundable application fee for the leasing of a Unit by a Unit Owner.

33. Interim Service Period

Until the earlier of: (i) 12 months after the First Closing; or (ii) the Closing of Title to and occupancy of at least 50% of the Units ("Interim Service Period"), some of the services and Facilities described in the Plan including but not limited to the amenity areas and a full staff of residential service personnel may not be available. It is currently anticipated that all services and Facilities will be available 12 months after the First Unit Closing or earlier if Sponsor closes title to at least 50% of the Units. However, it is anticipated that at all times after the First Closing, the Residential lobby will be attended 24 hours per day, 7 days per week and that there will be at least 1 elevator servicing every floor on which there are occupied Units. The interim level of staffing will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building. Sponsor reserves the right, during the Interim Service Period, to reduce the obligations of all Unit Owners to pay Common Charges until the Building has achieved certain occupancy levels and/or a full complement of Building staff is required to operate the Building in accordance with Law. IN LIGHT OF SPONSOR'S UNCONDITIONAL RIGHT TO RENT OR LEASE, RATHER THAN SELL THE UNITS OFFERED HEREUNDER AFTER THE PLAN HAS BEEN CONSUMMATED, THE FOREGOING FIFTY PERCENT (50%) CLOSING THRESHOLD MIGHT NEVER BE REACHED AND SUCH SERVICES AND FACILITIES MAY NEVER BECOME AVAILABLE. See the Section of the Plan entitled "Description of Property and Improvements" for further discussion.

34. Delay in Collection of Common Charges

Sponsor shall have the right, in its sole and absolute discretion, to cause the Condominium Board to waive the collection of some or all of the Condominium Common Charges from Unit Owners for a period of time prior to full occupancy of the Building (the "Waiver Period"); provided, however, that Sponsor shall either (a) be solely responsible for payment of all actual expenses to operate the Condominium during the Waiver Period (the "Waiver Period Operating Expenses"), or (b) assess Unit Owners their proportionate share based on their respective Common Interest of the Waiver Period Operating Expenses. In connection with the Waiver Period, (i) Sponsor will disclose the implementation of such Waiver Period in the amendment to the Plan that discloses the occurrence of the First Closing; (ii) Sponsor will file an amendment to the Plan disclosing the expiration of the Waiver Period at least 30 days prior to such expiration; (iii) during any such Waiver Period, Sponsor or Sponsor and the Unit Owners (if the Waiver Period Operating Expenses are assessed as provided for herein, as applicable), will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments required by lenders to the extent otherwise included in Schedule B; (iv) upon the commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium; and (v) Sponsor will remain obligated to update the budget for the Condominium, as provided in the Declaration and By-Laws.

35. Reserve Fund and Working Capital Fund

A reserve fund for capital improvements will be established by the Condominium through payment of Common Charges, as set forth in Schedule B. The Condominium Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may decide in the future to increase the amount of such reserve fund by Special Assessment(s), which may be imposed only on Unit Owners, or by increases in Common Charges payable by Unit Owners. For so long as Sponsor continues to own at least 1 Unsold Unit , the Condominium Board must maintain the reserve fund and any change in the amount of the reserve fund shall be made only with Sponsor's prior written consent. A Working Capital Fund will be established through payments made at Closing by each Purchaser, to be held and/or used for working capital and for such other appropriate purposes as the Condominium Board may determine. See the Section entitled "Working Capital Fund" in Part I of the Plan for further discussion.

Because the Building will be new construction, Sponsor does not anticipate the imminent need for capital repairs, replacements or improvements. However, no representation is given that such needs will not arise in the future. Unit Owners will be obligated to pay their share of the cost of repairs, replacements and/or improvements to the Common Elements as the need for such arises, which could result in increased Common Charges or Special Assessments Sponsor makes no representation that the reserve fund will satisfy the requirements of a Purchaser's lender.

36. Sponsor's Easement Rights and Control of Condominium Name

The Units will be subject to certain easements as set forth in the Declaration, including but not limited to, easements in favor of Sponsor. Among others, Sponsor shall have an easement to erect, maintain, repair and replace lights and lighting fixtures and to erect maintain and replace satellite communication equipment and similar equipment, as permitted by Law, on the roofs and facade of the Building and elsewhere on the Common Elements which shall entitle Sponsor to utilize such easement for its own account or the account of any licensee of Sponsor. In addition, Sponsor and the owner of any Unsold Units shall have an easement to erect, maintain, repair and replace any signs, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or the like ("Signage") permitted by Law on the Property (including, without limitation, on the roofs and façade) for the purposes of advertising the sale of any Unit, the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit. In addition, for

so long as Sponsor owns any Unsold Unit, Sponsor shall control the use of the name of the Condominium and only Sponsor may change the name or address of the Condominium.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

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INTRODUCTION

The Plan

The Sponsor of this Offering Plan ("Plan") is East 81 Bliss, LLC, a New York limited liability company, having an address 260 Madison Avenue, Suite 204, New York, New York 10016. Sponsor acquired title to the Property pursuant to that certain deed dated May 25, 2016 and recorded in the office of the City Register of the City of New York under CRFN 2016000200659.

Sponsor presents this Plan for the establishment of condominium ownership of the Property pursuant to the Article 9-B of the Real Property Law (the "Condominium Act"). The Condominium will be known as 318 East 81st Street Condominium and will be located at 318 East 81st Street, New York, New York 10028.

The purpose of the Plan is to set forth all the material terms of the offer so that prospective Purchasers have an adequate basis upon which to determine whether to purchase Units in the Condominium. The Plan may be amended from time to time by duly filing an amendment with the New York State Department of Law ("DOL"). All filed amendments will be served on (i) Purchasers who have executed and delivered Purchase Agreements to Sponsor or Selling Agent and whose Purchase Agreements are in effect, (ii) Unit Owners; and (iii) any other Person who is required by Law to receive such amendment. Copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the DOL in connection with the filing of the Plan will be available for inspection without charge and for copying at a reasonable charge to prospective Purchasers and their attorneys at the on-site sales office at all times that such office is open. Copies of the Plan and exhibits thereto will also be available for inspection and copying at the Real Estate Finance Bureau of the DOL on business days.

The Plan is presented in two parts that, together with all documents filed with the Department of Law, constitute the entire offer of Sponsor. Part I sets forth a general description of the offering and the Condominium and Part II contains the basic documents necessary to create the Condominium and otherwise effectuate the Plan. Also included in Part II is a detailed physical description of the Property and certifications of Sponsor and consultants of Sponsor.

All capitalized terms used in the Plan shall have the meanings ascribed to such terms as set forth in the Section of the Plan entitled "Definitions," unless otherwise defined.

A copy of the Plan may be borrowed by a prospective Purchaser of a Unit upon payment of a $500 deposit, which amount will be fully refunded upon the return of the Plan, or the execution of Purchase Agreement that is subsequently accepted by Sponsor. Notwithstanding the foregoing, a copy of the Plan will be available for inspection at no charge and for copying at a reasonable charge to prospective purchasers and their attorneys at the site, whenever the on-site sales office is open, and at the office of the selling agent or Sponsor.

The Condominium and the Building

The Condominium will be organized pursuant to the Condominium Act. Sponsor will cause the condominium to be created by recording a declaration ("Declaration") and floor plans ("Floor Plans") with the Office of the New York City Register ("Register's Office") prior to the closing of title to Units.

The Building will be newly constructed. It will consist of 6 Units, plus various amenities and Facilities for the use and enjoyment of the Unit Owners and the operation of the Property. 6 Units are designated as "Units" which are being offered to the public at the initial offering prices set forth in Schedule A, which prices may be changed from time to time in Sponsor's sole discretion. The offering prices for the

Units have been established by the Sponsor and are not subject to review or approval by the Department of Law.

A description of the Property is contained in the Section of the Plan entitled "Description of Property and Improvements" set forth in Part I of the Plan and in the "Description of Property and Specifications" set forth in Part II of the Plan.

The Offering

The procedure to purchase a Unit is set forth in the Section of the Plan entitled "Procedure to Purchase Units." Sponsor is retaining the unconditional right to rent rather than sell 85% of the Units in the Building after the Plan is consummated. Unless and until this Plan is abandoned, Sponsor will endeavor in good faith to enter into Purchase Agreements for at least 15% of the Units, but makes no representation that it will sell more than 15% of the Units.

Pursuant to existing regulations of the Department of Law, Sponsor may declare the Plan effective by selling a minimum of 15% of the Units (i.e., 1 of the 6 Units) in the Building. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more Units than the 15% necessary to declare the Plan effective and, therefore, owner-occupants may never gain effective control and management of the Condominium. Purchasers should note that in the current real estate market, banks and other institutional lenders are imposing various restrictions and preconditions on purchase money financing. Such restrictions and preconditions include requiring that a certain percentage of Units in a building or group of buildings be sold before a lender will consider making a loan. Thus, 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 Units, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It may also be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Sponsor has procured financing for construction of the Building from MidFirst Bank ("Construction Lender"), having an office at 60 East 42nd Street, Suite 5220, New York, New York 10165. Pursuant to the terms of the Construction Loans, Sponsor must sell the Units for certain minimum prices prior to the Construction Lender's release of the liens of the Construction Loans from each Unit at Closing. In addition, Sponsor may not rent any Unit without the prior written consent of the Construction Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

Sponsor reserves the unconditional right to make Bulk Sales of Units. Purchasers of Bulk Sales of Units shall be bound by Sponsor's representations in the Plan with regard to Sponsor's commitment to sell Units.

Basic Aspects of Condominium Ownership

In the condominium form of ownership, each Purchaser of a Unit owns such Unit in fee simple absolute and is entitled to the exclusive possession thereof. The Unit Owner is also the owner, in common with the owners of all other Units, of all remaining portions of the Property except for the Units themselves, including, without limitation, the Land, the foundations and supports of the Building, the exterior walls, roof and shared mechanical systems. Each Unit Owner's undivided proportionate share of the Common Elements ("Common Interest") has been determined based upon the approximate proportion that the floor area of the Unit at the date of the Declaration bears to the aggregate floor area of all Units. Such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements. These allocations were made pursuant to Section 339-i(1)(iv) of the Condominium Act. Any portions of the Land or Building, other than the Units themselves, which are

intended for the use of one or more specified Units or groups of Units, to the exclusion of all other Units, are referred to as "Limited Common Elements." Limited Common Elements consist of Residential Limited Common Elements servicing one Unit exclusively, such as a Terrace appurtenant to a single Unit. Further description of the Common Elements is set forth in the Declaration in Part II of the Plan.

A Unit Owner can lease the Unit to anyone for a term of not less than one year and no more than 5 years at any one time, or sell the Unit without restriction or limitation, subject to a "right of first refusal" exercisable by the Condominium Board, as more fully set forth in the Section of the Plan entitled "Rights and Obligations of the Unit Owners and the Condominium Board."

The Condominium Board does not have the right to approve or disapprove purchasers of Units, and there is no limit on the number of Unit Owners who may purchase for investment rather than for personal occupancy. Consequently, there may always be a substantial percentage of Unit Owners who are not owner-occupants.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and a Unit Owner will not be responsible if any of the other Unit Owners fail to pay their real estate taxes. In the opinion of Sponsor's Income Tax Counsel, a Unit Owner, like a home owner, may under most circumstances, deduct for income tax purposes the real estate taxes paid with respect to the Unit and the interest paid on the mortgage (if any) encumbering the Unit.

Each Unit Owner is obligated to comply with the Declaration, the By-Laws, the Rules and Regulations, and any other requirements of the Condominium Board. Each Unit Owner shall also be responsible for maintaining such Unit Owner's Unit and for making repairs within the Unit. Each Unit Owner shall also be required to obtain and maintain casualty and liability insurance with respect to the Unit. The Condominium Board shall have the obligation to obtain and maintain casualty and liability insurance on behalf of the Condominium with respect to the Common Elements, as specified in the By-Laws.

The cost of maintenance and repair of the General Common Elements and the Residential Limited Common Elements shall be shared by all Unit Owners.

The affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). From and after the first annual meeting of Unit Owners as provided in the By-Laws, the Condominium Board shall consist of 3 persons elected or designated by the Unit Owners (including Sponsor).

The Condominium Board shall have the authority to manage and administer the affairs of the Condominium, including, but not limited to, the determination of Common Charges and the adoption of Rules and Regulations covering the Condominium. See the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of the Plan for further discussion.

The Condominium Board may assess against each Unit Owner, in proportion to such Unit's respective percentage of Common Interest, or as otherwise determined by the Condominium Board, as provided in Section 339-m of the Condominium Act, charges (hereinafter called "Common Charges") for the cost of maintenance of the Common Elements and for the operation of the Property (hereinafter called "Common Expenses"). See Schedule B for further information.

The Unit Owners will hold annual meetings and at each such meeting will elect Members of the Condominium Board, subject to Sponsor's right to control the Condominium Board for a certain period of time and to designate Members of the Condominium Board thereafter, as disclosed more fully in the Section of the Plan entitled "Control by Sponsor." Each Unit Owner, including Sponsor or its designee(s), shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners except that, when voting for the election of

Members of the Condominium Board, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to its Unit(s), and (ii) shall not have the right to cumulate its votes in favor of any one or more Members to be elected.

Sponsor shall control the Condominium Board until the earlier of (i) the date upon which Sponsor owns Unsold Units having an aggregate Common Interest of 25% or less or (ii) 5 years from the First Unit Closing (the "Initial Sponsor Control Period"). Notwithstanding the foregoing, Sponsor may, at its discretion, relinquish voting control of the Condominium Board prior to the end of the Initial Sponsor Control Period. During such period, Sponsor will determine the budget and operation of the Condominium. After the expiration of the Initial Sponsor Control Period, but while Sponsor and/or its designee still owns at least 1 Unit , Sponsor and/or its designee shall have the right to designate at least 1 of the 3 Members of the Condominium Board, who may be a person related to and/or affiliated with Sponsor, such designee or other Unsold Unit Owners; and Sponsor, such designee and all other Unit Owners shall have the right to elect the remaining Member of the Condominium Board, who shall not be related to or affiliated with Sponsor, such designee or other Unsold Unit Owners. Accordingly, from and after the expiration of the Initial Sponsor Control Period, at least 2 of the 3 Members of the Condominium Board shall not be designated by or related to or affiliated with Sponsor, its designee or other Unsold Unit Owners. See the Sections of the Plan entitled "Control by Sponsor" and "The Condominium Board."

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

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

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DEFINITIONS

For convenience, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject, in many cases, to the more particular definitions of such terms set forth in the Declaration and By-Laws set forth in Part II of the Plan. This Section does not purport to include the definitions of all defined terms used in the Plan or in such documents.

Appurtenant Interest:	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339 i of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
Arbitration:	The method for resolution of certain disputes, as defined in the By-Laws.
Board of Managers or Condominium Board:	The board of managers of the Condominium.
Board Member:	A member of the Condominium Board.
Building:	The structure located at 318 East 81st Street, New York, New York.
Business Days:	Monday to Friday, except holidays observed by the federal, state or local governments.
By-Laws:	The by-laws governing the operations of the Condominium, which are set forth in Exhibit D to the Declaration.
Closing:	The consummation of the transfer of fee title to a Unit and its Appurtenant Common Interest to a Purchaser pursuant to a fully executed Purchase Agreement.
Closing Date:	The date upon which a Closing occurs.
Common Charges:	Assessments payable by the Unit Owners to the Condominium Board to meet the Common Expense in accordance with the By-Laws.
Common Elements:	All portions of the Property other than the Units. Common Elements are comprised of General Common Elements and Limited Common Elements.
Common Expenses:	The General Common Expenses.
Common Interest:	The proportionate, undivided interest of each Unit of the Common Elements as set forth in Exhibit B to the Declaration.
Condominium:	318 East 81st Street Condominium.

Condominium Act:	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
Condominium Documents:	The Declaration and all Exhibits thereto, the By-Laws, and the Rules and Regulations.
Construction Lender:	The holder(s) of the Construction Loans at the time in question, or their respective agents and/or servicers.
Construction Loans:	All loans and mortgages securing such loans made by MidFirst Bank, as Administrative Agent ("Construction Lender") to East 81 Bliss, LLC pursuant to that (i) Project Loan Mortgage, Assignment of Leases and Rents, Security Agreement, dated May 26, 2016 and recorded on June 28, 2016 in the Register's Office in CRFN 2016000216512, and (ii) Building Loan Mortgage, Assignment of Leases and Rents, Security Agreement dated May 26, 2016 and recorded on June 28, 2016 in the Register's Office in CRFN 2016000216511, as same may be assigned, extended and/or modified from time to time.
Declarant:	The Sponsor of the Offering Plan, or its designee, and successors and/or assigns.
Declaration or Declaration of Condominium:	The instrument creating the Condominium, as the same may be amended from time to time, which is set forth in Part II of the Plan.
Department of Law:	The New York State Department of Law.
Development Rights:	All air and/or other development rights otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in the Plan.
Development Rights Owner:	Sponsor or any Person which acquires all or any portion of the Development Rights from Sponsor or other Development Rights Owner.
Down Payment:	The deposit(s), advances and payments delivered by a Purchaser prior to the Closing of Title to a Unit.
Emergency:	Any situation where a particular action is immediately necessary (i) to avoid material damage to all or any portion of the Building or Property, (ii) to protect any person from harm, (iii) to avoid the unforeseen and unforeseeable suspension of any material service in or to the Building, the Property or any Unit thereof, the failure of which service would have a material effect on the Building, the Property, any Unit and/or materially

impair the use, operation and/or enjoyment of the Building, the Property or any Unit.

Facilities: Includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, cooling tower, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, tree, shrubbery, flower or other planting and horticulture tub, box or planter, valves and meter to separate utilities, fire pump, smoke evacuation fans, stair pressurization fans, and booster pump.

Family Member: With respect to Unit Owners, shall mean the spouse, domestic partner, their children, stepchildren, grandchildren, siblings, step siblings, aunts, uncles, nieces, nephews, parents, stepparents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner's Unit.

Filing Date: The date on which the Plan is accepted for filing by the Department of Law.

First Unit Closing: The first Closing of title with a bona fide Purchaser of a Unit.

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

Force Majeure: All acts of God, strikes, non-availability of materials, war or national defense, acts of terrorism, exemptions, governmental restrictions of actions, injunctions or court orders or other similar causes beyond the reasonable cause of the Person required to perform the work or satisfy the condition which has not been performed or satisfied as a result thereof and not attributable to the improper acts or omissions of such Person and not arising solely from the lack of funds.

GBL:	Section 352-e of the New York General Business Law, or any successor statute.
General Common Charges:	Assessments payable to the Condominium Board by the Unit Owners for the purpose of meeting General Common Expenses.
General Common Elements:	The Land and all parts of the Building, including its foundations, support and main roof (as specified in the Declaration), other than the Units, and the Residential Limited Common Elements.
General Common Expenses:	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements.
Governmental Authority:	Any Federal, New York State, New York City, New York County governments, any or all departments, subdivisions, bureaus, agencies, or offices thereof or any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium.
Institutional Lender:	A savings bank, a savings and loan association, a bank or trust company (whether acting individually, as a trustee, as a serving agent or in a fiduciary capacity), a private pension fund, a credit union or a credit company, an insurance company, a federal, state or municipal employee's welfare, benefit, pension or retirement fund, any governmental agency or entity insured by a governmental agency, any brokerage or investment banking organization (or an affiliate thereof), and other co-lenders and their successors and assigns whether acting in its own capacity or on behalf of its clients, any real estate mortgage investment conduit or similar investment vehicle, or any combination of Persons that would otherwise constitute Institutional Lenders; provided, however, that (i) a Person (other than a real estate mortgage investment conduit or similar investment vehicle) shall not constitute an Institutional Lender for purposes hereof unless such Person has net assets of at least Two Hundred Fifty Million Dollars ($250,000,000) and (ii) an Institutional Lender shall also include any other Person that is generally recognized in the capital markets as an institutional lender from after the date of the Declaration.
Institutional Mortgage:	Any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Sponsor or an Institutional Lender.
Insurance Trustee:	An Institutional Lender designated by the Condominium Board in accordance with the provisions of the By-Laws. Notwithstanding the foregoing, for so long as the Construction

	Loans are outstanding, the Insurance Trustee shall be the Construction Lender, its agent or servicer.
Land:	All that certain tract, plot, piece and parcel of land situate, lying and being in the City and State of New York, County of New York, as more particularly described in Exhibit A to the Declaration.
Law:	The laws, ordinances, rules, regulations, and directives of any Governmental Authority.
Majority of Unit Owners:	Either (i) more than 50% in Common Interest in the aggregate, or (ii) more than 50% in number of Units in the aggregate, or (iii) more than 50% in the aggregate in both Common Interest and in number of Units, as may be specified in the Declaration or the By-Laws with respect to any matter or matters.
Managing Agent:	The agent retained by the Condominium Board to manage the Property in accordance with the By-Laws.
Mortgage Representative:	One or more representatives of a holder of the Permitted Mortgages secured by a Unit who are empowered to act on behalf of a holder of a Permitted Mortgage, with respect to any matter requiring its consent or approval under the Declaration or By-Laws.
Offering Plan or Plan:	The document filed with the New York State Department of Law pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time.
Operation of the Property:	The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.
Purchase Agreement:	The agreement to purchase a Unit pursuant to the Offering Plan.
Permitted Mortgage:	A mortgage permitted to be placed on a Unit pursuant to the By-Laws or any mortgage made to construct or further finance the Property, which encumbers one or more of the Units or all of the Units, including, without limitation, the Construction Loans.
Permitted Mortgagee:	The holder of a Permitted Mortgage or a guarantor of record, including, without limitation, the Construction Lender and such banks and financial institutions as constitute the holders of the Construction Loans.
Person:	A natural person, corporation, partnership, association, limited liability company, trustee or other legal entity.
Power of Attorney:	The document, executed and delivered by Unit Owner, which appoints the Condominium Board and the Sponsor to take

	certain actions on behalf of the Unit Owners as set forth in the Declaration and By-Laws.
Property:	The Land, the Building and all other improvements thereon, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the Condominium Act.
Purchaser:	Any Person who has entered into an agreement with Sponsor to purchase a Unit
Register's Office:	The Register of the City of New York.
Rules and Regulations:	The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws.
Special Assessment:	A charge allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interests, except as otherwise provided in the Declaration or in the By-Laws.
Sponsor:	East 81 Bliss, LLC, a New York limited liability company, its successors and assigns, and any Sponsor-designee.
Sponsor-designee:	Any Person designated by Sponsor to hold title to any Unit or to exercise Sponsor's rights under the Declaration. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under the Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee".
Terrace:	Any terrace, balcony, patio or garden appurtenant to a Unit, including the fixtures attached to or forming part of such Terrace.
Residential Limited Common Element:	Those Common Elements which serve or benefit one or more but not all of the Units and/or the Unit Owners.
Unit:	Any space in the Building designated as a Unit in the Declaration. All such Units are, collectively, the "Units."
Unit Owner:	The Person(s) owning a Unit in fee simple absolute. All such unit owners are, collectively, the "Unit Owners."
Unit Deed:	The deed transferring title to a Unit from Sponsor to Purchaser or from one Unit Owner to another Unit Owner.

Unsold Unit : Any Unit owned by Sponsor or its designee at the time in question.

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DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The following is a general description of the Property, including the Land, Building, Units and Common Elements, as well as certain facilities and services anticipated to be provided at the Condominium. For a more detailed physical description of the Property, see "Description of Property and Specifications" set forth in Part II of the Plan.

The Property

The Property consists of the Land and the Building. The Land is designated as Lot 45 in Block 1543 on the Tax Map of the Borough of Manhattan and is currently vacant. Sponsor is constructing a single building ("Building") on the Land, which will have a street address of 318 East 81st Street, New York, New York 10028. See the Section of the Plan entitled "Location and Area Information" for further details.

The Units

The Building will contain 6 residential Units located on portions of the cellar and first through sixth floors. See the Floor Plans in Part II of the Plan for the relative locations of the Units in the Building.

Services and Facilities

The following services and Facilities will be provided to Unit Owners at no additional cost and are included in the Common Charges payable by Unit Owners, except as specified below. The Condominium Board may implement Rules and Regulations with respect to the use of some or all of the services and Facilities specified below.

(1) Elevator Service: Purchasers should refer to the "Description of Property and Specifications" set forth Part II of the Plan for further details concerning the floors serviced by the elevators. Sponsor reserves the right to restrict access to any full floor Unit, solely to the individual owner/occupant of such Unit, by way of elevator lock off, or other means permissible by Law.

(2) Laundry Facilities: Each Unit will contain a washer and dryer.

(3) Communications: The Building will be wired for telephone, cable television and internet service. Charges for activating telephone, cable television or internet service, installing and attaching appropriate receptacles, additional installations and monthly usage charges will be determined by and payable directly to the cable company by each resident subscribing for and activating such service.

(4) Refuse Disposal: There will be access to a refuse chute on each residential floor of the Building, and a trash compactor room located in the cellar.

(5) Smoke and Carbon Monoxide Detectors/Sprinklers: A combination smoke and carbon monoxide detector will be provided in each Unit in compliance with Law. Additionally, the Building will be fully sprinklered in compliance with Law.

(6) Mail: All incoming mail will be delivered to the Building by the United States Postal Service and deposited by its personnel in locked mail boxes in the mailroom located in the residential lobby located on the first floor.

(7) Package Room: There will be a package room located on the cellar level of the Building, which will be for the use of all Unit Owners.

(8) Building Storage: There will be a storage room in the cellar of the Building, which will be for the exclusive use of all Unit Owners.

(9) Backyard and Patio: There will be a patio on the cellar level of the Building, and an outdoor backyard on the 1st floor of the Building appurtenant to Unit 1, which will be a Residential Limited Common Element for the exclusive use of such Unit Owner.

(10) Balconies and Terraces: There will be balconies appurtenant to Units 3, 4, 5 and 6, which will be Residential Limited Common Elements for the exclusive use of such Unit Owners, respectively. Roof terraces appurtenant to Units 5 and 6 are Residential Limited Common Elements for the exclusive use of such Unit Owners.

(11) General: Use of the services and facilities shall be available only to individuals who reside in a Unit in the Building (i.e., a Unit Owner or permitted tenant) and such individual's guests, provided that such Unit Owner or tenant accompanies the guest during such use. In addition, use of the services and facilities are subject to such Rules and Regulations as may be promulgated from time to time by the Condominium Board, including, without limitation, the right to impose usage fees and restrictions on hours of access, use, and/or service, as applicable.

Interim Service Period and Possible Delay in Collection of Common Charges

Until the earlier of: (i) 12 months after the First Closing; or (ii) the Closing of Title to and occupancy of at least 50% of the Units ("Interim Service Period"), some of the services and Facilities described in the Plan including but not limited to the amenity areas and a full staff of residential service personnel may not be available. It is currently anticipated that all services and Facilities will be available 12 months after the First Unit Closing or earlier if Sponsor closes title to at least 50% of the Units. However, it is anticipated that at all times after the First Closing, the Residential lobby will be attended 24 hours per day, 7 days per week and that there will be at least 1 elevator servicing every floor on which there are occupied Units. The interim level of staffing will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building. During such Interim Service Period, Sponsor reserves the right to reduce the Common Charges payable by the Unit Owners accordingly to reflect the corresponding diminished expenses of the Units. IN LIGHT OF SPONSOR'S UNCONDITIONAL RIGHT TO RENT OR LEASE, RATHER THAN SELL, THE UNITS OFFERED HEREUNDER AFTER THE PLAN HAS BEEN CONSUMMATED, THE FOREGOING FIFTY PERCENT (50%) CLOSING THRESHOLD MIGHT NEVER BE REACHED AND SUCH SERVICES AND FACILITIES MAY NEVER BECOME AVAILABLE.

In addition to the foregoing, Sponsor shall have the right, in its sole and absolute discretion, to cause the Condominium Board to waive the collection of some or all of the Condominium Common Charges from Unit Owners for a period of time prior to full occupancy of the Building (the "Waiver Period"); provided, however, that Sponsor shall either (a) be solely responsible for payment of all actual expenses to operate the Condominium during the Waiver Period (the "Waiver Period Operating Expenses"), or (b) assess Unit Owners their proportionate share based on their respective Common Interest of the Waiver Operating Expenses. In connection with the Waiver Period, (i) Sponsor will disclose the implementation of such Waiver Period in the amendment to the Plan that discloses the occurrence of the First Closing; (ii) Sponsor will file an amendment to the Plan disclosing the expiration of the Waiver Period at least 30 days prior to such expiration; (iii) during any such Waiver Period, Sponsor or Sponsor and the Unit Owners (if the Waiver Period Operating Expenses are assessed as provided for herein, as applicable), will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments required by lenders to the extent otherwise included in Schedule B; (iv) upon the commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved

budget for the Condominium; and (v) Sponsor will remain obligated to update the budget for the Condominium, as provided in the Declaration and By-Laws.

Ongoing Construction

Purchasers should be aware that the hours and dates for move-ins, move-outs and/or alterations, as well as the use of the elevators will be restricted during the period that Sponsor is performing work in the Building. Furthermore, for a period of time following the First Unit Closing, construction on and within the Building will likely be ongoing. During at least the first year of Condominium operation, construction workers will likely be on site performing construction work on various parts of the Building. As such, the Building's systems, including, but not limited to, the elevator, heating, cooling, air conditioning, ventilation system and water system may be disrupted from time to time. All of the foregoing work may be noisy and disruptive while being performed. In addition, the decoration and finishing of the Common Elements, including, but not limited to the lobby and Building corridors may not be fully complete at the time of the First Unit Closing, and may be ongoing for some time after the First Unit Closing. Certain Common Elements may not be available until the Building is fully operational.

In addition to the foregoing**,** while Units are being offered for sale or lease by Sponsor or its designees, there will be a greater number of visitors and delivery vehicles to the Building than would otherwise be the case. Neither Sponsor or its designee, the Managing Agent or Selling Agent shall be liable for any personal injury or for any loss or damage to personal property which may result from the failure of the Condominium's security systems and procedures, provided that any such failure is not caused by the negligence of Sponsor or its designees, the Managing Agent, Selling Agent or their respective agents.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, acts of god or other events beyond its reasonable control, construction of the Building will be sufficiently completed to permit closings of title to the Units to begin on or about June 1, 2018. Prospective Purchasers should note, however, that the Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the Purchase Price of the Unit or otherwise be relieved from any obligations under the Purchase Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Unit is accelerated, delayed or postponed by Sponsor; provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Operation is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with current projections and if: (i) such amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the First Closing does not occur within 12 months after June 1, 2018, or such other date projected as the commencement date for the projected First Year of Condominium Operation at the time the Purchase Agreement was entered into, then in either case Sponsor will offer those affected Purchasers, other than Purchasers who are then in default beyond any applicable grace period under their Purchase Agreements, the right to rescind their Purchase Agreements for 15 days after the presentation date of the amendment containing such revised budget or after such 12 month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Down Payments and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable Law, which shall be deemed to have been waived by all Purchasers. As set forth in the Section of the Plan entitled "Effective Date," no Closing of Title to any Unit offered hereunder will take place prior to the Plan being declared effective.

LOCATION AND AREA INFORMATION

Location

The Building will be located on 81st Street between 1st and 2nd Avenue in the Borough of Manhattan.

As a cultural center, New York City has over 70 museums and more than 50 institutions for the arts, including; Lincoln Center for the Performing Arts, Carnegie Hall and The Metropolitan Museum of Art. Also located within the vicinity of the Building are The Guggenheim Museum, the Museum of the City of New York, The Frick Collection and the Smithsonian National Museum of Design.

New York City is also the nation's leading business center for communications, publishing, advertising, legal and financial services, business consulting and public relations. As the world's capital of international commerce and finance, New York City is the home of the New York and American Stock Exchanges and the NASDAQ.

Transportation

New York City is served 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 42nd Street.

Transportation to and from the Building, and through New York City, is available by taxi and limousine services. Public transportation is also readily available. Public buses run regularly up Madison and Third Avenues and down Second and Lexington Avenues. The number 6 local subway line stops at 77th Street and Lexington Avenue and provides both uptown and downtown service. The Q express subway line stops at 86th Street and Second Avenue and provides both uptown and downtown service. Several commercial parking garages are located nearby.

Educational Institutions

Numerous private schools, public schools and parochial schools on the elementary, junior high school and high school levels are located within a short distance of the building. Nearby colleges include Hunter College, Rockefeller University, Fordham University, and Marymount Manhattan College.

Additional local schools include the following, among others:

Allen-Stevenson School	132 E 78th St., New York, NY 10075
The Town School	540 E 76th St., New York, NY 10021
Brearley School	610 E 83rd St., New York, NY 10028
Birch Wathen Lenox School	210 E 77th St., New York, NY 10075
Regis High School	55 E 84th St., New York, NY 10028
Lycée Français De New York	505 E 75th St., New York, NY 10021

Sponsor makes no guarantee or representation concerning any school which a child residing in the Building may attend.

Zoning and Use

The Property is zoned for residential use (R8-B equivalent), which permits residential use as of right.

Mailing Address

The mailing address for the Building is 318 East 81st Street, New York, New York 10028. The nearest U.S. Post Office is located at 229 E 85th St, New York, New York 10028.

Municipal Services

The City of New York provides police, fire, sanitation, snow removal (not including the sidewalk) and road maintenance services.

The local police station is located on 67th Street between Lexington and 3rd Avenues.

The local fire station is located on 75th Street between 2nd and 3rd Avenues.

Medical Facilities

A number of excellent medical centers are readily available. Local hospitals and medical facilities include the following, among others:

Lenox Hill Hospital	100 E 77th St., New York, NY 10075
Columbia University Medical Center	525 E 68th St., New York, NY 10065
Sloan Kettering Medical Center	353 E 68th St., New York, NY 10065
Joan H. Tisch Center for Women's Health	207 E 84th St., New York, NY 10028
Metropolitan Hospital Center	1901 1st Ave., New York, NY 10029

Religious Facilities

Local houses of worship of all major denomination are located within the vicinity of the Building.

Sponsor makes no guarantee or representation as to the continued operation of any of the listed institutions or services.

Landmark Designation

The Building does not have landmark status and is not in a historic district.

General

Sponsor makes no representations to the continued existence of any of the named establishments or transportation lines. Additionally, no representation is made that future construction in the neighborhood surrounding the Condominium will not result in the obstruction of the views from any windows, balconies and/or Terraces. Sponsor does not currently own any adjacent properties, nor is Sponsor aware of any development projects that have been publically announced that will be adjacent to or directly across the street from the Property, however, any change in this information that occurs while sales are continuing

will be disclosed in an amendment to the Plan within thirty (30) days after the information becomes known to Sponsor.

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SCHEDULE A– PURCHASE PRICES OF UNITS AND RELATED INFORMATION

SCHEDULE A--OFFERING PRICES AND RELATED INFORMATION

318 East 81st Street Condominium
318 East 81st Street
New York, NY
First Year of Operation (June 1, 2018 through May 31, 2019)

UNIT NUMBER (1)	FLOOR (2)	NUMBER OF BEDROOMS (3)	NUMBER OF BATHROOMS (4)	OFFERING PRICE (5)	APPROX. INTERIOR SQUARE FOOTAGE (6)	APPROX. OUTDOOR SQUARE FOOTAGE (7)	PERCENTAGE OF COMMON INTEREST (8)	PROJECTED ANNUAL COMMON CHARGES (9)	PROJECTED MONTHLY COMMON CHARGES (10)	PROJECTED ANNUAL REAL ESTATE TAXES (11)	PROJECTED MONTHLY REAL ESTATE TAXES (12)	PROJECTED TOTAL ANNUAL CARRYING CHARGES (13)	PROJECTED TOTAL MONTHLY CARRYING CHARGES (14)
1 (Duplex)	1 & LL *	2	3	$ 4,156,500	2,445	1,053	18.79%	$ 24,975.64	$ 2,081.30	$ 36,617.88	$ 3,051.49	$ 61,593.52	$ 5,132.79
2	2	3	3	$ 3,792,500	1,996		15.35%	$ 20,402.00	$ 1,700.17	$ 29,912.26	$ 2,492.69	$ 50,314.26	$ 4,192.85
3	3	3	3	$ 3,906,000	1,996	207	15.78%	$ 20,972.20	$ 1,747.68	$ 30,748.25	$ 2,562.35	$ 51,720.45	$ 4,310.04
4	4	3	3	$ 3,926,000	1,996	207	15.82%	$ 21,026.92	$ 1,752.24	$ 30,828.49	$ 2,569.04	$ 51,855.41	$ 4,321.28
5	5	3	3	$ 4,056,000	1,990	904	16.72%	$ 22,229.26	$ 1,852.44	$ 32,591.28	$ 2,715.94	$ 54,820.54	$ 4,568.38
PH	6	3	3	$ 4,456,000	1,990	915	17.55%	$ 23,337.99	$ 1,944.83	$ 34,216.84	$ 2,851.40	$ 57,554.83	$ 4,796.24
Total		**17**	**18**	**$24,293,000.00**	**12,414**	**3,286**	**100.00%**	**$132,944.00**	**$ 11,078.67**	**$194,915.00**	**$ 16,242.92**	**$327,859.00**	**$ 27,321.58**

*** Unit contains accessory space which cannot be used legally as a bedroom or living room.**

NOTES TO SCHEDULE A

1. Amounts are projected on the assumption that the first year of Condominium operation will be the year from June 1, 2018 to May 31, 2019. The actual first year of Condominium operation may begin earlier or later than that year.

2. The square footage of the Units as listed in Schedule A or in the Declaration are approximate and may change due to field conditions, construction variances and reasonable tolerances and were obtained by using the method customarily used in New York City to measure condominium units. There is a rebuttable presumption that an increase or decrease in the square footage of a Unit by 5% or less is not material. Nevertheless, no material change will be made in unit size, layout, or percentage of common interest without the consent of a Purchaser who has fully-executed a Purchase Agreement for that Unit and the Purchaser is not then in default. Sponsor's sole obligation if the square footage of the Unit as set forth in Schedule A is decreased by more than 5% shall be to offer the materially adversely affected Purchaser(s) the right, for at least 15 days, to rescind their Purchase Agreements and receive a refund of their Down Payments together with any interest earned thereon. Each Unit is measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any General Common Elements not within a Unit or to the exterior side of the opposite exterior walls. The measurement of the Units includes the elevator lobby and stairs of such Unit. Unit 1 contains accessory storage space located on the cellar level. As is customary in New York, the square footage of the Units as measured in accordance with the foregoing method will exceed the usable floor space of each Unit. The method of measurement is applicable to all Units. Terraces and balconies shown on Schedule A are Limited Common Elements.

3. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit.

See the Section entitled "Changes in Prices and Units" for further discussion concerning Sponsor's rights with respect to changes in the construction of the Units and the Common Elements.

Sponsor has reserved the right to change the Purchase Prices as well as other terms of sale of Units not subject to executed Purchase Agreements, so Purchasers may pay different prices for similar Units. In addition to paying the Purchase Prices of their Units, Purchasers will be responsible for paying certain closing adjustments and closing costs as set forth in the Sections of the Plan entitled "Closing Costs and Adjustments" for further discussion.

4. The Common Interest of each Unit has been determined, pursuant to Section 339-i (1)(iv) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based primarily upon a comparison of the floor areas of the Units, 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 the Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The aggregate Common Interests of all of the Units equals 100%.

5. These projections have been based upon the projections contained in "Schedule B" set forth in the Plan, which were made based on the assumption that the first year of Condominium operation will be from June 1, 2018 to May 31, 2019. The actual first year of operation may be earlier or later. In the

event the actual or anticipated commencement date of the first year of Condominium operation is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds the budget set forth in Schedule B to the Plan (or a revised budget set forth in an amendment to the Plan) by 25% or more, Sponsor will offer those affected Purchasers (other than Purchasers who are then in default beyond any applicable grace period) the right to rescind their Purchase Agreements within 15 days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Down Payment returned, together with any interest accrued thereon.

In addition to the payment of Common Charges, each Unit Owner will incur additional expenses for, among other things:

(b) mortgage payments under any loan or loans obtained to finance the purchase of the Unit;

(c) the cost of electricity and any other utility supplied to the Unit, which will be separately metered or sub-metered and payable as and when billed;

(d) the cost of interior repairs, compliance with Law and maintenance, painting and decoration in, to or of, the Unit, including, without limitation, the equipment and appliances contained in the same, and any appurtenant Residential Limited Common Elements;

(e) the cost of any insurance that the Unit Owner may be required to (or desire to) carry covering the furniture, belongings, equipment and other personal property in the Unit, as well as the cost of any insurance the Unit Owner may be required to carry covering liability to others for personal injury or property damage as a result of occurrences in the Unit;

(f) telephone, internet access and cable television charges; and

(g) real estate taxes (see notes below).

6. It is estimated that the aggregate real estate taxes payable with respect to all Units for the First Year of Condominium Operation will be approximately $194,915 assuming (a) the property is not assessed as a fully completed structure, (b) an estimated taxable assessed valuation for the Units of $217,047 for the last 1 month of the 2017/2018 tax year and $1,615,930 for 11 months of the 2018/2019 tax year, assuming a tax rate of 13.00%. According to the real estate tax projection opinion dated June 30, 2017 prepared by Goldberg Weprin Finkel Goldstein LLP ("Real Estate Tax Counsel"), annual real estate taxes for all Units for the full 2018/2019 fiscal year (the estimated post-completion fiscal year) will be $210,070 calculated on a projected assessed valuation of $1,615,930 (post-completion value). Therefore the projected real estate taxes for the First Year of Condominium Operation do not reflect the estimated full post-completion real estate taxes.

7. In arriving at the assessed valuation for each Unit in the Condominium, the Building is first assessed as an entity. This overall assessment is then apportioned among the respective Units, each of which will be assigned a tax lot designation once the Declaration and Floor Plans have been recorded in the Register's Office. For purposes of Schedule A, the projected real estate taxes for the Building were apportioned among the Units based on Common Interest percentages, but there is no assurance that the City of New York tax assessor will allocate real estate taxes among the Units based upon Common Interest percentages. Although the estimate of real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, apportionment among Units and tax rates, may be lesser or greater when actually established by the City of New York tax assessor. Accordingly, these estimates are to be considered opinions and are not intended, and should not be construed as, warranties as to future assessed valuations, tax rates or

the actual real estate taxes to be assessed. In no event will Sponsor, Goldberg Weprin Finkel Goldstein LLP, Seiden & Schein, P.C. or Selling Agent be liable to any Purchaser nor will any Purchaser have the right to rescind the Purchase Agreement if the assessed valuations, tax rates or real estate taxes, when actually established by the City of New York tax assessor, are more or less than those projected herein or if any of the applicable rules or codes of the City of New York are changed in the future.

Until the Units are separately assessed, each Unit Owner will pay to the Condominium Board a share of the Property's real estate taxes for the period in question, calculated on the basis of such Unit's Common Interest. The Condominium Board will pay (or cause to be paid) such real estate taxes timely to the New York City Department of Finance, or directly to Sponsor if Sponsor has paid such taxes. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a result of such failure a lien is placed on any Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Unit Owners fail to pay their pro rata share of real estate taxes as set forth above, the Condominium Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid pro-rata share were Common Charges.

At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority. There is no assurance that the pro-ration of taxes described in the paragraph above will equal the actual amount of real estate taxes which will be assessed against any Unit, and the actual amounts may vary considerably from the method set forth above. The New York City tax authorities may allocate real estate taxes among the Units on a basis other than the Units' respective Common Interest, and, if so, Units having the same or similar Common Interest may pay different real estate taxes and/or taxes may differ from those set forth on Schedule A and A. In addition, the New York City tax authorities may assess taxes against the Building in a different manner and in a different amount than that assumed by Sponsor's real estate tax counsel and in such event, Unit Owners may pay significantly different real estate taxes than those set forth on Schedule A.

In the opinion of Seiden & Schein, P.C., an individual Unit Owner who is a resident of New York City for income tax purposes and who itemizes such Unit Owner's deductions generally will, under the income tax laws and regulations in effect as of the Filing Date and subject to certain limitations and qualifications, be entitled to deduct from such Unit Owner's federal, New York State and New York City income, the state and local real property taxes assessed against such Unit Owner's Unit and paid by such Unit Owner. The amount of such deductions may vary from year to year due to changes in the amount of the real estate taxes payable by the Unit Owner (which might result from changes in the assessed valuation of the Unit, in the tax rate and/or in the manner of assessing real property). Prospective Purchasers should refer to the Sections of the Plan entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" and "Attorney's Income Tax Opinion" for further discussion.

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SCHEDULE B – BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

SCHEDULE B
PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION
June 1, 2018 – May 31, 2019

Annual Common Charges – Residential Units	$ 132,944
Total Projected Revenue (note 1)	$ 132,944

PROJECTED COMMON EXPENSES

Labor (Note 2)	$ 0.00
Janitorial Services (Note 3)	$ 23,920
Electricity (Note 4)	$ 14,227
Heating (Note 4A)	$ 0.00
Water Charges and Sewer Rent (Note 5)	$ 6,646
Repairs and Supplies (Note 6)	$ 10,000
Maintenance Contracts (Note 7)	$ 22,065
Insurance (Note 8)	$ 11,500
Management Fee (Note 9)	$ 21,000
Legal and Audit Fees (Note 10)	$ 8,000
Administration & Miscellaneous (Note 11)	$ 3,500
Reserve Fund (Note 12)	$ 12,086
Total Projected Common Expenses	$ 132,944

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

FOOTNOTES TO SCHEDULE B

The projections in the First Year's Budget are based on the assumption that the First Year of Condominium Operation will be the 12 month period June 1, 2018 – May 31, 2019. The actual First Year of Condominium Operation may be earlier or later than that 12 month period, therefore the costs may vary. If the date scheduled for the First Unit Closing, which marks commencement of the First Year of Condominium Operation, is delayed by six (6) months or more from the projected commencement date of the First Year of Condominium Operation set forth in the Plan, the Plan will be amended to include an updated projected First Year's Budget with revised projections, if revised projections are necessary (the "Revised Budget Amendment"). If the Common Charges in the revised budget projections exceed the Common Charges set forth herein for the First Year's Budget by 25% or more, Sponsor will offer all Purchasers who entered into Purchase Agreements prior to the date the Revised Budget Amendment is accepted for filing, the right, for a period of at least fifteen (15) days after the presentation date of the Revised Budget Amendment, to rescind their Purchase Agreements and have their Down Payments returned.

Projected Revenue

(1) These amounts are the total annual Common Charges anticipated to be collected from Residential Unit Owners during the projected First Year of Condominium Operation. Common Charges will be used by the Condominium Board to pay Common Expenses of the Condominium.

Projected Expenses

Purchasers are advised that all budget projections are estimates and approximations. Projections were made by Sponsor in consultation with Century Management Services, Inc. ("Sponsor's Budget Expert"). Although the projections are believed to be reasonable, they are not assured or guaranteed.

(2) Labor - $0.00

The Condominium will not employ labor. See footnote 3 – Janitorial Services.

(3) Janitorial Services - $23,920

The Building staff will be retained by a third party provider and will not be employees of the Condominium.

This cost reflects salary and benefits of one part-time non-resident superintendent working 10 hours a week at $30.00/hour and a part-time maintenance worker working 8 hours a week at $20.00/hour. Shift times for both employees is to be determined by the Condominium Board. The superintendent would be responsible for various repairs and maintenance of Common Elements. The above figure is based on probable hourly wages at the time the building is operating.

The projected level of staffing for the Condominium complies with all applicable housing and labor laws. It is anticipated that the building staff will be non-union and wages meet state minimum wage laws. The projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor’s Budget Expert, in managing comparable buildings. These expenses are allocated among all Unit Owners based on their Percentages of Common Interest.

(4) Electricity - $14,227

Based on the letter dated June 13, 2017 from A&D Engineering, PLLC with an address of 2606 East 15th Street, Suite #304, Brooklyn, NY 11234, the electricity consumption for the Common Elements during the First Year of Condominium Operation was estimated to be 64,434 kwh at approximately $0.2208 per kwh for a total cost of $14,227.

This is based on common area loads being supplied through a single house meter and the rates are based on the currently effective rates. This estimate includes costs for common area lighting, air conditioning, heating, distribution pumps, miscellaneous floor loads and elevators. Electricity costs can vary depending upon consumption and demand factors. Each Unit will be individually metered or submetered for consumption of electricity within their own Units which is stated in schedule B-1

(4a) Heating – Heating of common spaces are included in the electric charge

(5) Water Charges and Sewer Rent - $6,646

This amount is based on an estimate set forth in the Consumption Letter. There will be one water meter servicing the entire Building. Water and Sewer charges for the Residential Units are based upon a combined cost of $9.87 per hundred cubic feet of water and sewer of 673 HCF for a total cost of $6,646.

(6) Repairs and Supplies - $10,000

General Supplies, Hardware Supplies, Plumbing Supplies $3,000
Repairs (by category)

Electrical	$ 1,000.00
Elevators	$ 500.00
Mechanical	$ 2,000.00
Plumbing:	$ 3,500.00
Total	$10,000.00

The budgeted amount for repair, maintenance and supplies is based on the normal maintenance and repairs of Common Elements of the Building, the painting of public halls and Common Elements, and the purchase of normal items, including, but not limited to, cleaning supplies and materials, lubricants, bulbs, public area fixtures, general hardware supplies and rubbish compactor bags, the cost of which is included in the Common Charges for the Building, and shall be payable by all Unit Owners, pro-rata, in accordance with their percentage of the Common Interest. The budgeted amount does not include repair, painting, maintenance or supplies for individual Units, which are the responsibility of the individual Unit Owners. The amount budgeted is calculated based on the Sponsor's Budget Expert's previous management experience in managing newly constructed Buildings of comparable size, quality and amenities.

Since the Building will be newly constructed it has no operating history upon which to project future costs of repairs and maintenance. No amount is included in this budget for items covered by construction warranties or for the cost of any major capital expenditure in the Building. If such expenditure is required,

each Unit Owner will be obligated to pay his pro-rata share of such expenditure. It is expected that if minor operating equipment is required to be purchased, the funds for the acquisition will be provided from the Working Capital Fund.

(7) Maintenance Contracts - $22,065

This estimate includes the cost of various services used for the Common Elements during the First Year of Condominium Operation. All of the mechanical systems within the Building will be new, and some will be under a full service maintenance contract for the First Year of Condominium operation from the contractor who will install the system. No maintenance or service contracts have been entered into as of the date of the Plan. The budgeted amounts are based upon the experience of the Sponsor's Budget Expert in operating similar buildings, and will be allocated to all Units within the Condominium based upon each Unit's Percentage of Common Interest. No warranty is made that the actual cost for these or other services will be in accordance with this projection.

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

HVAC Maintenance	$3,000.00
Boiler Maintenance	$2,500.00
Elevator Maintenance	$8,400.00
Exterminating	$2,400.00
Fire Alarm Monitoring/Testing	$1,935.00
Video Doorman	$6,480.00
Sprinkler Inspection	$750.00

(8) Insurance $11,500

The projection for the cost of insurance premiums is based on a "Letter of Adequacy", dated March 17th, 2017 from York International Agency, LLC, located at 500 Mamaroneck Ave., Suite 220, Harrison, NY 10528. The recommended fire, casualty and general liability coverages are as follows:

Property	
Building & Boiler and Machinery	5,890,400
Cause of Loss Special Form	Included
Agreed Value I Replacement Cost	Included
Deductible	5,000
Building Ordinance	Included
Demolition & Increased Cost of Construction	Included Actual Loss Sustained up to 12 Months
Business Income I Extra Expense	
Flood (Rising Water) & Deductible	1,000,000 I 25,000
Earthquake & Deductible	1,000,000 I 100,000
Elevator Collision	Included

General Liability	
Each Occurrence (Bodily Injury I Property	1,000,000
Damage) General Aggregate	2,000,000
Personal Injury	1,000,000
Water Damage Legal Liability Non Owned I Hired	Included
Auto Lead/Mold	1,000,000
	Not Excluded
Fidelity Bond	
Employee Dishonesty & Deductible	100,000 / 5,000
Managing Agents Rider	Included
Directors & Officers Liability	
Limit & Deductible	1,000,000 / 5,000
Managing Agents Rider	Included
Umbrella	
Limit	100,000,000
Excess Directors & Officers Liability Excess	Included
Employment Practices Liability Lead Exclusion I	Included
Mold Exclusion	Follow Form
Workers Compensation	Statutory
Disability	Statutory

The proposed property insurance is for coverage on an all risk replacement cost basis. The fire, casualty and general liability insurance carried by the Condominium is anticipated to provide (i) that each Unit Owner is an additional insured party; (ii) that there will be no cancellation without notice to the Condominium Board; and (iii) for a waiver of subrogation; a waiver of invalidity because of acts of the insured and Unit Owners; and (iv) a waiver of pro rata reduction if Unit Owners obtain additional coverage. The Condominium's coverage does not include claims for personal injury or property damage resulting from occurrences in individual Units or any Common Elements exclusive to such Units.

Each individual Unit Owner must obtain additional insurance at such Unit Owner's own cost for the following coverage, which is not included in the above coverage: (i) fire or casualty losses to the contents of the Unit and any replacements, additions, upgraded fixtures and improvements therein; and (ii) liability for personal injury or property damage as a result of occurrences in the Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the Unit.

This quotation is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the First Year of Condominium Operation. Purchasers should be aware of the possibility of rate increases. The carrier will be selected at the time the coverage is bound. This will occur prior to the First Unit Closing. Sponsor will procure, on behalf of the Board, on or before the date of the First Unit Closing, the general liability insurance that is required to be carried by the Condominium.

(9) Management Fee - $21,000

The Property will be managed by Century Management Services, Inc., pursuant to a management contract, for an initial term of one year, commencing on the date of the First Closing at an annual base compensation of $21,000 payable in equal monthly installments, the cost of which is included in the Common Charges for the Building, and shall be payable by all Unit Owners, pro-rata, in accordance with their percentage of the Common Interest. See section entitled "Management Agreement" for a more detailed description of the terms of the management contract. The Managing Agent is unaffiliated with Sponsor and has considerable experience in the management of residential properties in the City of New York. Additionally, the aforementioned management fee is consistent with the prevailing rate for comparable buildings in the City of New York. The Managing Agent will charge individual Unit Owner for services required in processing each application for the sale or lease of a Unit.

Management of the Building will include, but not be limited to, the following: the hiring of a superintendent to perform certain necessary janitorial and maintenance functions for the Common Elements; complying with local Building codes and regulations; the paying or causing to be paid all bills for maintaining and operating the Building; the review of proposed sales and/or leasing packages, including references from all prospective Purchasers; the billing for maintenance and other charges; the setting up and keeping in good order a separate accurate set of books for the Condominium; the hiring of accountants for preparation of federal, state and other income tax returns required by governmental authorities; and, generally, the managing of the Property.

(10) Legal and Audit Fees - $8,000

Eshel Aminov & Partners LLP with an address of 260 Madison Avenue, Suite 204, NY, NY 10016 has estimated $6,500.00 for auditing and accounting fees in connection with the preparation of the audited financial statements of the Condominium for the First Year of Condominium Operation and Federal, state and city income tax returns. The balance of the budgeted amount ($1,500.00) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings and negotiation of minor agreements. These professional fees are for the entire Condominium and have been allocated to all units within the Condominium based upon each Unit's Percentage of Common Interest.

(11) Administration and Miscellaneous - $3,500

The budgeted amount includes anticipated expenses for telephone lines, photocopying, faxing, and postage and messenger services as required. It also includes the estimated cost of miscellaneous administrative and other costs including, but not limited to, bank fees, inspection fees, license fees, taxes, permits, printing costs, fines and fees. These costs for administrative fees have been allocated to all Units within the Condominium based upon each Unit's respective Percentage of Common Interest.

(12) Reserve Fund –$12,086

This fund may be used at the discretion of the Board toward unforeseen expenses or other appropriate Condominium expenses. The purpose of the contingency is to provide for unanticipated expenses or unanticipated increases in projected expenses. Per lending guidelines, our contingency is equal to 10% of the total yearly expenses. . These funds should be able to cover major capital repairs or replacements items likely to be needed in the first 5 years of condo operation. No representation is made as to the

actual or anticipated cost, or timing or nature of any such capital work or the adequacy of any such reserve.

****

The foregoing projected budget assumes that the First Year of Condominium Operation will cover the period from June 1, 2018 through May 31, 2019, and may be modified from time to time prior to commencement of and during the First Year of Condominium Operation, to add or delete or increase or decrease one or more items of operating expenses. If additional funds are required to pay expenses, it may be necessary to increase Common Charges or assess Unit Owners in proportion to their respective Percentage of Common Interest.

****

IN THE OPINION OF CENTURY MANAGEMENT SERVICES, INC. HAVING AN OFFICE AT 440 NINTH AVENUE, SUITE 1500, NEW YORK, NEW YORK 10001, THE PROJECTED INCOME IS ADEQUATE TO MEET THE PROJECTED COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR OTHER COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF CONDOMINIUM OPERATION WILL BE PRECISELY AS SET FORTH IN BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

SCHEDULE B-1 - PROJECTED INDIVIDUAL ENERGY COSTS BUDGET

Schedule B-1

BUDGET FOR INDIVIDUAL ELECTRICAL COSTS FOR FIRST YEAR OF CONDOMINIUM OPERATION
June 1, 2018 – May 31, 2019

Below are projected costs for electricity consumption by each Residential Unit for cooling, heating and hot water, which will be separately billed to and paid by each Unit.

1(Duplex)	2BR	2445.14	28,204	$	6,228.00
2	3BR	1996.08	23,784	$	5,251.50
3	3BR	1996.08	23,784	$	5,251.50
4	3BR	1996.08	23,784	$	5,251.50
5	3BR	1990.42	23,781	$	5,250.60
PH	3BR	1990.42	23,781	$	5,250.60

The Heating period is October – March.

Footnote:

Unit heating and cooling is via mini-split electrical heat pump units. An individual, per unit, electric consumption of the respective heat pumps per unit is included in above annual KWHR and cost. The buildings overall cost for electricity, gas & water/sewer are identified as a common charges.

* These costs may vary based on occupancy and use

Sincerely,

Alexander Soskin, P.E.
A & D Engineering, PLLC

OPINION OF COUNSEL RE: REAL PROPERTY LAW SECTION 339-I

SEIDEN & SCHEIN, P.C.

ATTORNEYS AT LAW

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OF COUNSEL:
DAVID F. YAHNER
HILLARY A. POTASHNICK

May 5, 2017

East 81 Bliss, LLC
260 Madison Avenue, Suite 204
New York, New York 10016

Re: 318 East 81st Street Condominium
318 East 81st Street
New York, New York 10028 ("Property")

Ladies and Gentlemen:

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

In connection with the rendering of this opinion we have reviewed the determination of Common Interests as shown on Schedule A of the Plan and the Declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is also based upon the factual determinations made by Century Management Services, Inc. ("Real Estate Broker") set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Real Estate Broker. Accordingly, in the event that facts presented by Real Estate Broker were or prove incorrect in no event will Seiden & Schein, P.C be liable.

Based upon our review of the foregoing, we have determined that the method selected by Real Estate Broker to calculate the percentage of Common Interests is permissible under Real Property Law ("RPL") Section 339-i(l) based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv).

This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will Sponsor, Seiden & Schein, P.C., Selling Agent, Managing Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable Law.

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

Very truly yours,
SEIDEN & SCHEIN, P.C.



By: Alvin Schein

REAL PROPERTY LAW SECTION 339-I
COMPLIANCE LETTER

CENTURY

May 4, 2017

Re: Condominium Offering Plan (the "Plan")
318 East 81st Street Condominium
318 East 81st Street
New York, New York 10028

Ladies/Gentlemen,

All capitalized items not otherwise defined herein shall have the same meanings ascribed to them in the Plan.

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

Our experience in the field includes the management of real estate properties for over twenty-five (25) years. We currently manage over 80, condominium and rental buildings in New York City.

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

Article Seven of the Declaration states that "the percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit."

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

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

CENTURY

This opinion is confined to the matters addressed herein with respect to Section 339-i and is not intended, nor should it be construed, as an opinion on any other aspects of the Plan. Further, we assume no obligation to update or supplement this opinion to reflect any changes in statutory law or judicial precedent, or any changes in fact or circumstances that may hereafter come to our attention pertaining to the subject matter hereof.

We have no beneficial interest in the Sponsor or in the profitability in the offering other than its fee for services rendered in connection with the preparation of this letter.

We consent to the incorporation of this opinion in the Plan and to the reference to my name therein in connection with this opinion.



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CHANGES IN PRICES AND UNITS

Subject to conditions hereinafter set forth, Sponsor has the right to change the offering prices of Units from the amounts shown in Schedule A to the Plan. The offering prices set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change of price is an across the board increase or decrease affecting one or more lines of Units, or Unit models, or is to be advertised, or is a price increase (i.e., above the then-existing offering price) for an individual Purchaser. Sponsor may enter into Purchase Agreement with a Purchaser to sell one or more Units at purchase prices lower than those set forth in Schedule A without filing an amendment.

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective Purchasers, or for any other reason, Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units, and (b) the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit, or otherwise, including, without limitation, the use of any portion of the Common Elements adjacent to such Unsold Units to the extent that such portion is not required to be maintained as Common Elements pursuant to the terms of the Declaration and the By-Laws. Such right may be exercised by Sponsor from time to time, both before and after the First Unit Closing, without the consent or approval of the Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, any mortgagee or any other party. However, Sponsor will first obtain the approval of all Governmental Authorities having jurisdiction thereof whose approval is required by Law. No change will be made by Sponsor in the size or number of Units, their respective percentages of Common Interest or a material change in the size or quality of Common Elements except by amendment to the Plan (and the Declaration, if required). Unless the affected Purchaser consents in writing, no material change will be made by Sponsor in the size, layout or percentage of Common Interest of a Unit if Purchase Agreement has been executed and delivered to Sponsor for such Unit and the Purchaser is not in default. Sponsor expressly reserves the right, from time to time prior to the First Closing, to effect such changes and to amend the Plan so as to reflect the same. In the event the Common Interest appurtenant to a Unit is increased by more than 5% or there is a reduction in square footage of a Unit by more than 5%, Sponsor shall offer the materially adversely affected Purchaser(s) the right, for at least 15 days, to rescind their Purchase Agreements and receive a refund of their Down Payment(s), together with any interest earned thereon. There is a rebuttable presumption that a Unit size that is diminished by 5% or less is not material. Nevertheless, no material change will be made in unit size, layout, or percentage of common interest without the consent of a Purchaser who has fully-executed a Purchase Agreement for that Unit and the Purchaser is not then in default.

If Sponsor changes the size and/or number of Unsold Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. As a result of such reapportionment, the amount of Common Charges and real estate taxes and assessments payable by particular owners of certain Unsold Units affected thereby may be increased or decreased. However, the aggregate Common Interest of all the Units in the Condominium will always remain at 100% and the aggregate Common Interest of all Units may not be changed from the aggregate Common Interest of all Units as set forth in the Declaration.

Except for Sponsor's right to combine or subdivide Unsold Units, and to incorporate into any Unsold Unit any portion of the Common Elements adjacent to such Unsold Units (such as common walls or hallways), prior to the First Unit Closing, no material change will be made in the size and no adverse material change will be made in the quality of Common Elements unless Purchasers not in default receive a right to rescind for 15 days after the presentation of notice to exercise of such right. After the First Unit Closing, 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.

Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Unit Owner, any non-material portion of the Common Elements for the exclusive use of such Unit Owner, provided that such Common Element was not offered in the Plan as an amenity for the shared use of the Unit Owners of the Condominium. Any such sale, lease, license or transfer will be disclosed in a duly filed amendment to the Plan and the Declaration and Floor Plans will be amended, if required.

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INTERIM USE AND OCCUPANCY AGREEMENTS

Sponsor reserves the unconditional right, prior to the date of Closing of Title to a Unit, to rent or lease such Unit to a Purchaser who has executed a Purchase Agreement for such Unit under the Plan, as an interim lessee, including prior to consummation of the Plan. No Purchaser shall have the right to occupy or use any Unit prior to the Closing unless Sponsor agrees to permit such occupancy under an Interim Use and Occupancy Agreement.

Interim Use and Occupancy Agreements will not be subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, the New York City Rent Stabilization Code, any rent regulatory scheme or code, rule or regulation promulgated under any of the foregoing, or any other rental protection Laws.

If Sponsor agrees to rent a Unit to a Purchaser prior to closing, the Use and Occupancy Agreement will be for a use and occupancy fee and upon such other terms and conditions as may be agreed upon by Sponsor and such Purchaser; provided, however, such Use and Occupancy Agreement will provide that an uncured default by the Purchaser under the Purchase Agreement will constitute a default under the Use and Occupancy Agreement entitling the landlord (i.e., Sponsor), at its sole option, to immediately terminate such Use and Occupancy Agreement, whereupon the Purchaser must vacate the Unit within 10 days thereafter. The Purchase Agreement will contain a similar provision entitling Sponsor to terminate the Purchase Agreement and retain the Down Payment (and any interest thereon) as liquidated damages, and not as a penalty, in the event the Purchaser fails to cure a default under such Purchaser's Use and Occupancy Agreement, if any, within the applicable grace period (if any) and either: (a) Sponsor has obtained an order of eviction or other judgment or order from a court or agency of competent jurisdiction against Purchaser; or (b) the Purchaser has vacated the Unit.

No portion of the use and occupancy fee paid under any Use and Occupancy Agreement will be credited towards the Purchase Price of a Unit unless the Use and Occupancy Agreement and the Purchase Agreement therefor expressly so provide.

In the event that Purchaser enters into possession of the Unit prior to the Closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit for damages not covered by Sponsor's insurance and such Purchaser shall be required to obtain insurance covering damage to Purchaser's personal property within the Unit.

In the event of any amendment to the Plan which discloses a material adverse change to the Plan and offers the Purchaser a right to rescind, if a Purchaser who is party to a Use and Occupancy Agreement duly elects to rescind, the Purchaser's Down Payment will be returned subject to the terms of the Plan and the Use and Occupancy Agreement made with such Purchaser shall be cancelled and possession of the Unit must be surrendered within 60 days thereafter, free of all occupants and in broom clean condition. A Purchaser shall be liable to Sponsor for any and all damages, costs and expenses incurred by Sponsor by reason of any failure to vacate within said 60 day period, including, without limitation, the following: Purchaser shall be liable to Sponsor for an amount equal to (1) the greater of (i) twice the use and occupancy payable under the Use and Occupancy Agreement, and (ii) twice the cost of carrying the Unit (including Common Charges, real estate taxes and the allocable portion, based on such Unit's Common Interest, of debt service on any loan covering the Unsold Units) as calculated by Sponsor, plus (2) the loss of profit and all costs and expenses incurred by Sponsor to obtain possession of the Unit, including the cost of litigation and attorneys' fees and disbursements.

In the event the Plan is abandoned, a Purchaser who has entered into Use and Occupancy Agreement will have no right to remain in occupancy as a tenant after the abandonment of the Plan.

The form of Use and Occupancy Agreement (which may be amended by Sponsor with respect to any particular occupant), is set forth in Part II of the Plan. Sponsor is not obligated to enter into a Use and Occupancy Agreement with any Purchasers.

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PROCEDURE TO PURCHASE UNITS

Purchase Agreement

A Person desiring to purchase a Unit in the Condominium ("Purchaser") shall be required to execute a Purchase Agreement in the form set forth in Part II of this Plan entitled "Purchase Agreement" and return it to Sponsor, together with an official bank check drawn on or issued by a bank or trust company which is a member of The New York Clearinghouse Association (or, at Sponsor's sole option, by wire transferred funds) in the amount of 10% of the Purchase Price, representing the Down Payment, payable to the order of "Seiden & Schein, P.C. as Escrow Agent."

Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make the entire Down Payment equal to 50% of the Purchase Price at the time such Purchaser delivers the executed Purchase Agreement.

Purchasers will be afforded not less than 3 Business Days to review the Plan and all filed amendments thereto prior to executing Purchase Agreement. If a Purchaser has not received the Plan at least 3 Business Days prior to executing Purchase Agreement, the Purchaser shall have the right to rescind the Purchase Agreement by written notice sent to Sponsor by certified or registered mail, return receipt requested, or by personal delivery within 7 days of such Purchaser's delivery of the Purchase Agreement, whereupon Sponsor will refund, without interest (notwithstanding any provision of this Plan regarding interest to the contrary), the Down Payment received by Sponsor from such Purchaser in connection with such Purchase Agreement. A prospective Purchaser may obtain a copy of the Plan upon payment of a $500 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in good condition or (ii) the execution by the Purchaser of Purchase Agreement subsequently accepted by Sponsor.

A Purchaser shall deliver to Sponsor or Selling Agent, together with the signed counterparts of the completed Purchase Agreement and the Down Payment, and an original completed and signed copy of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by Law (set forth in Part II of the Plan).

Although a Purchaser may obtain financing from any lending institution or other source, a Purchaser's obligation to purchase a Unit is not contingent on such Purchaser obtaining financing. Therefore any Purchaser who executed a Purchase Agreement and does not obtain financing may lose Purchaser's Down Payment if Purchaser is unable to otherwise obtain the funds necessary to pay the balance of the Purchase Price. Prospective Purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any form of financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited, and it could expire before the Closing Date, as the same may be extended pursuant to the Purchase Agreement, and Sponsor shall have no liability as a result of any scheduling or adjournment of Closing beyond the expiration of a loan commitment. Purchasers should further note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions include requiring that a certain percentage of the apartments in a building be sold before the lender will consider making a loan. Therefore it may be possible for a Purchaser to experience difficulty obtaining a loan if the percentage of Units purchased is lower than a lender's particular sales minimum.

Sponsor will have 30 days after delivery by a Purchaser of an executed Purchase Agreement and the required Down Payment, within which to accept or reject the Purchase Agreement. If a Purchase

Agreement is not accepted by Sponsor within the 30 day period, the Purchase Agreement shall be deemed to have been rejected and cancelled and the Down Payment shall be returned to the Purchaser within 30 days thereafter. The Purchase Agreement shall not be binding upon Sponsor until a duplicate thereof, executed by Sponsor, and is delivered to Purchaser. Sponsor reserves the right to request thorough identification and financial information (including credit reports and litigation searches) concerning any Purchaser, subject to any limitations and requirements imposed by Law. Sponsor shall have the right to reject a Purchase Agreement without cause or explanation, provided such rejection is not based upon gender, race, creed, color, national origin, sexual orientation, disability, marital status, ancestry or other grounds proscribed by Law. The Purchase Agreement shall not contain, and shall in no event be modified to contain, a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under the Plan or under Article 23-A of the GBL. Any conflict or ambiguity between the provisions of the Purchase Agreement and the Plan shall be resolved in favor of the Plan unless otherwise provided for in a negotiated rider to the Purchase Agreement which is executed by Purchaser and Sponsor.

After the Plan is declared effective, from time to time, Sponsor shall fix dates for Closing of Title to all Units for which Purchase Agreements have been fully executed. Sponsor will give each Purchaser not less than 30 days' prior written notice of the date, time and place for the Closing of Title to the Unit. A Purchaser may, but is not required to, waive such 30 day notice. The balance of the Purchase Price ("Balance") shall be payable simultaneously with the delivery of the deed to the Unit by wire transfer (at Sponsor's sole option) or by official bank check drawn on or issued by a bank or trust company which is a member of The New York Clearinghouse Association and payable to the direct order of Sponsor, or otherwise if Sponsor shall so notify the Purchaser. Any wiring fees charged by the initiating and/or receiving bank shall be paid by the Purchaser. Funds drawn on foreign banks will not be accepted in payment of the Balance. Interest, if any, on the Purchaser's Down Payment will be credited or paid to the Purchaser at Closing. At the Closing of Title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and Sponsor substantially in the form set forth in Part II of the Plan. The deed ("Unit Deed") will be substantially in the forms as set forth in Part II of the Plan.

Sponsor presently contemplates that, unless delayed by Force Majeure, construction of the Building will be sufficiently completed to permit closings of Units to begin on or about June 1, 2018. However, Purchasers will not be excused from paying the full Balance, without credit or set-off, and will have no claim against Sponsor for damages or losses, in the event that the First Closing occurs earlier or later than the projected date or the time to complete or to close title to any Unit is delayed or postponed by Sponsor. Sponsor has the right to change the projected First Year of Condominium Operation from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into Purchase Agreement for a Unit, Sponsor will offer those affected Purchasers only the right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Purchasers who are then in default under their Purchase Agreements shall not be offered a right of rescission. Any Purchasers electing rescission will have their Down Payments returned together with any interest earned thereon.

In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated projections. If the Common Charges in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer those affected Purchasers who executed Purchase Agreements prior to the amendment containing the updated budget (other than Purchasers who are then in default under their Purchase Agreements), the right, for 15 days, to rescind their Purchase Agreements and receive a refund of their Down Payments, together with any interest earned thereon. However, after the Plan has been declared effective and the amendment disclosing the same has been accepted for filing by the Department of Law, a Purchaser who is in default

under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind). A Purchaser's rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable Law or otherwise, all of which shall be deemed to have been waived by each such Purchaser.

While the First Closing is projected to occur on or around June 1, 2018, Sponsor makes no representation as to the actual Closing Date for any particular Unit. In addition, as set forth in the Plan and the Purchase Agreement, Sponsor has the right to adjourn the Closing Date from time to time and Purchasers should be aware that if the Closing Date is adjourned, the Purchaser's financing terms may be adversely affected, the interest rate may increase and the loan commitment could expire. Sponsor shall have no liability as a result of any scheduling or adjournment of any Closing beyond the expiration of a loan commitment.

The Director of the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury issued a Geographic Targeting Order (the "GTO") effective March 1, 2016, as extended from time to time. The GTO requires title insurance companies to collect and report information regarding the persons involved in residential real estate transactions where: (i) the purchaser is a legal entity as defined in the GTO; (ii) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan or Staten Island; (iii) the total purchase price of the property exceeds $3,000,000 if located in the Borough of Manhattan or the total purchase price of the property exceeds $1,500,000 if located in the Boroughs of Brooklyn, Queens, Bronx or Staten Island; (iv) such purchase is made without a bank loan or other similar form of external financing; and (iv) the purchase is made at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, or a fund's transfer. The GTO affects all residential real property closings occurring on or after September 22, 2017 until the expiration of the Order (currently, March 20, 2018), which date is subject to change by FinCEN.

If the Plan is withdrawn or abandoned, all Down Payments previously paid to and actually collected by Sponsor shall be returned to Purchasers in accordance with the provisions set forth in the Section of the Plan entitled "Effective Date."

Default by Purchaser

In the event a Purchaser defaults under the Purchase Agreement, time being of the essence with regard to the obligations of the Purchaser under the Purchase Agreement, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel the Purchase Agreement. If Sponsor elects to cancel, the Purchaser shall have 30 days from the giving of written notice of cancellation to cure the specified default. If the default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then the Purchase Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the entire Down Payment and any interest earned thereon. Upon the cancellation of the Purchase Agreement, the Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without any obligation to account to the Purchaser for any of the proceeds of such sale.

It is acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of such a default by a Purchaser, and that the Down Payment (including any interest earned thereon) shall constitute and be deemed to be the reasonable and agreed-upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by the Purchaser to Sponsor as Sponsor's sole and exclusive remedy. In such case, all rights, obligations and

liabilities of Sponsor and the Purchaser to each other shall cease and terminate and Purchaser shall have no further liability to Sponsor in respect of the Purchase Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of the Down Payment (or any interest earned thereon). The payment of the Down Payment (including any interest earned thereon) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor. For the avoidance of doubt, no statutory interest will accrue during any period of time during which there is a dispute over the Down Payment being held in escrow. See the Section of the Plan entitled "Escrow and Trust Fund Provisions" for further discussion.

Purchasers are advised that notwithstanding the foregoing, nothing herein shall be deemed to grant Purchaser any right of rescission and/or right to the return of all or any portion of a Down Payment except as expressly set forth in the Plan. In the event Sponsor elects not to cancel the Purchase Agreement as a result of the failure of the Purchaser to Close on the date specified by Sponsor, or if Sponsor approves a request from the Purchaser to adjourn the Closing Date, then Sponsor may require that the Purchaser pay Sponsor interest at a rate of 0.03% per day (or such lower daily rate which is the legal limit, if 0.03% per day exceeds the legal limit) on the total Purchase Price, computed from the original Closing Date until the actual Closing Date.

In addition to the foregoing, if a Purchaser fails for any reason to Close Title to the Unit on the scheduled Closing Date, other than due to Sponsor's failure or inability to close, the Closing apportionments described in the Section of the Plan entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the scheduled Closing Date, regardless of when the actual Closing occurs, in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan. If through no fault of the Purchaser, Sponsor postpones the scheduled Closing Date, this provision shall apply to the rescheduled Closing Date if the Purchaser fails for any reason to Close Title to the Unit on the rescheduled Closing Date.

Sponsor shall not seek the remedy of specific performance in connection with Purchase Agreement as to which there has been a default by the Purchaser.

If a Purchaser has entered into Purchase Agreements to purchase more than one Unit, a default by the Purchaser in the payment or performance of any obligations under any of such Purchase Agreements beyond any applicable grace periods, shall be deemed a default under the other Purchase Agreement. In the event of such a default, Sponsor may, at its option, cancel each of the Purchase Agreements and retain, as liquidated damages, all of the Down Payments made by the Purchaser, together with any interest earned thereon, if any, under each of the Purchase Agreements.

TIME IS OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF ALL DOWN PAYMENTS AND THE BALANCE.

The risk of loss from fire or other casualty with respect to the Unit shall remain with Sponsor until the Closing of Title to the Unit. Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the Purchase Price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser enters into possession of the Unit prior to the Closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit for damages not covered by Sponsor's insurance and such Purchaser shall be required to obtain insurance covering damage to Purchaser's personal property within the Unit. Additionally, Purchaser shall be responsible for damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damage to the Unit or its appliances, fixtures and equipment.

Condition of Unit; Inspection

Sponsor is obligated to provide only the equipment, fixtures and furnishings set forth in the "Description of Property and Specifications" set forth in Part II of the Plan. Sponsor's obligations, regardless of any limitations in any warranty or in the Plan, cannot go below the duty to construct the Building in accordance with all applicable Law and the Plans and Specifications, and any conflict between any such disclaimers and Sponsor's obligation to construct the Building in accordance with all applicable Law and the Plans and Specifications shall be resolved in favor of the latter.

Each Purchaser shall be given an opportunity to examine the Unit prior to the Closing during normal business hours and in the company of Sponsor's representative, as more fully set forth in the Purchase Agreement set forth in Part II of the Plan. At the Closing, each Purchaser shall be required to sign and deliver to Sponsor an Inspection Statement wherein the Purchaser acknowledges the condition in which such Purchaser has inspected the Unit. Under no circumstances shall any item included on an Inspection Statement (i) constitute grounds for a Purchaser to postpone or otherwise delay the date scheduled for the Closing nor (ii) obligate Sponsor to deposit any monies in escrow at Closing. Purchaser's failure to attend such inspection or to sign and deliver the Inspection Statement shall be deemed to constitute Purchaser's acceptance of the condition of the Unit as of the Closing Date.

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ESCROW AND TRUST FUND REQUIREMENTS

All Down Payments, or advances received by Sponsor will be held in by Escrow Agent (as hereinafter defined) and placed in the Escrow Account (as hereinafter defined) in conformity with the procedure set forth herein. Sponsor will comply with the escrow and trust fund requirements of New York General Business Law Sections 352-e(2-b), 352-h, and the provisions of Lien Law Section 71-a(3), as applicable.

1. The Escrow Agent

The law firm of Seiden & Schein, P.C. with an address at 570 Lexington Avenue, 14th Floor, New York, New York 10003; telephone number 212-935-1400, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Jay G. Seiden, Alvin Schein, and Adam A. Levenson. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing. Escrow Agent and all authorized signatories have submitted to the jurisdiction of the State of New York and its courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of Down Payments from escrow.

2. The Escrow Account

The Escrow Agent has established the escrow account at Citibank, 399 Park Avenue, New York, New York (the "Escrow Bank"), a bank authorized to do business in the State of New York. The name of the Escrow Account will be "318 East 81st Street Condominium Attorney Escrow Account" or similar name (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per Down Payment (the FDIC limit in effect as of the filing date hereof). If a Purchaser makes a Down Payment in excess of $250,000 such Down Payment will not be FDIC insured in excess of $250,000; and while the Down Payment is in the non-interest bearing portion of the Escrow Account, the Down Payment may not be fully FDIC insured even if the Down Payment does not exceed $250,000. If a Purchaser maintains accounts at the Escrow Bank, the funds in such accounts, together with the Down Payment, may be aggregated by the Escrow Bank for purposes of determining the $250,000 federally insured limit. No representation is made with respect to any further changes in Law which may increase or decrease such limit.

The interest rate for all Down Payments made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Escrow Bank and which will vary from time to time. As of January 1, 2017, such rate was 0.05%. The actual initial interest rate for the Escrow Account with respect to any particular Purchaser's Down Payment shall be set forth in the notice to be sent to Purchaser (as described below). As noted, the interest rate on such accounts will fluctuate and neither Sponsor nor Escrow Agent makes any representation regarding the rates that will be in effect from time to time or the actual rate of interest on, or the interest that may accrue for any particular account or for any particular Purchaser, from time to time. Interest, if any, shall begin to accrue upon placing the Down Payment into the Escrow Account, however, no interest will be earned until the Down Payment check is deposited with and collected by the Escrow Bank and provided that the Purchaser has delivered the required number of completed and signed Form W-9 or Form W-8BEN, as applicable, in the form set forth in Part II of the Plan, to Sponsor or Selling Agent at the time Purchaser tenders the Down Payment and the executed Purchase Agreement. If a Purchaser does not deliver the Form W-9 or Form W-8BEN, as applicable, the Down Payment will be deposited in a non-interest-bearing escrow account at the Escrow Bank until the Form W-9 or Form W-8BEN, as applicable, has been delivered, and neither Sponsor, Selling Agent, the Escrow Agent nor the Escrow Bank shall be liable for interest for the period prior to the delivery of such form. Interest will not be earned after a withdrawal is made from the Escrow Account in anticipation of the Closing of Title to the

Unit. All interest earned on a Purchaser's Down Payment shall be paid to or credited to the Purchaser at closing unless Purchaser has defaulted and Sponsor is entitled to retain the Down Payment. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account. The Down Payment shall be deemed tendered by Purchaser on the date it is actually received by Sponsor or Selling Agent. All Down Payments made in the form of checks are accepted subject to collection. In the event a Down Payment or portion thereof is delivered by wire transfer to Escrow Agent, any wiring fees charged by the initiating and/or receiving banks will be Purchaser's obligation.

3. The Purchase Agreement

The Purchase Agreement is set forth in Part II of the Plan. The Escrow Rider to the Purchase Agreement contains the relevant escrow provisions and must be executed by the Escrow Agent, Purchaser and Sponsor.

4. Notification to Purchaser

Within 5 Business Days after the Purchase Agreement has been tendered to Escrow Agent along with the Down Payment, Escrow Agent shall sign the Purchase Agreement and place the Down Payment into the Escrow Account. Within 10 Business Days of placing the Down Payment into the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Down Payment. The notice shall provide the account number and the initial interest rate to be earned on the Down Payment.

Escrow Agent is obligated to send notice to the Purchaser once the Down Payment is placed in the Escrow Account.

If the Purchaser does not receive notice of such deposit within 15 Business days after tender of the Down Payment and execution of the Purchase Agreement by Sponsor, Purchaser and Escrow Agent, then Purchaser may cancel the Purchase Agreement within 90 days after tender of the Purchase Agreement and the Down Payment 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, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Down Payment was timely placed in the Escrow Account in accordance with the DOL's regulations and that requisite notice was timely mailed to the Purchaser.

5. Release of Funds

All Down Payments are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Under no circumstances shall Sponsor seek or accept release of the Down Payment of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of an amendment following the First Closing by the DOL. 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 Down Payment if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement upon Closing of Title to the Unit; or

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

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

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

Sponsor shall not object to the release of the Down Payment to:

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

(b) all Purchasers after an amendment abandoning the Plan is accepted for filing by the DOL.

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

6. Waiver Void

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

7. Other Provisions

Sponsor or Escrow Agent will submit a Form 1099-INT to the Internal Revenue Service reporting interest earned on the Down Payment, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of Purchaser's Purchase Agreement or the Plan. Before funds are transferred to a new Escrow Account, or if the Escrow Agent is replaced, the Plan must be amended to provide the same disclosure with respect to the new account, the escrow agent and the applicable escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for the Escrow Account only after the Attorney General approves in writing the use of such alternate form of security.

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

Sponsor has agreed to indemnify and hold Escrow Agent harmless from any and all losses, damages, claims, liabilities, judgments and other costs and expenses which may be claimed against or incurred by Escrow Agent by reason of its acceptance of, and/or its performance under, the escrow agreement and/or Purchase Agreement (other than those ultimately determined to have arisen out of the willful misconduct or gross negligence of Escrow Agent), including, without limitation, reasonable attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself.

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

Purchasers are advised that Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Down Payment or any other dispute between Sponsor and a Purchaser whether or not the Escrow Agent is in possession of the Down Payment and continues to act as the Escrow Agent, provided that Escrow Agent shall not violate its obligations with respect to the maintenance or release of the Down Payment under the Purchase Agreement while it continue to hold such Down Payment.

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ASSIGNMENT OF PURCHASE AGREEMENTS

No assignment of Purchase Agreement by a Purchaser shall be permitted without Sponsor's prior written consent, which may be withheld or delayed for any reason or no reason.

Any purported assignment by a Purchaser in violation of the Purchase Agreement will constitute an Event of Default under the Purchase Agreement and will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle a Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, the assignee of the Purchase Agreement shall be required to close title to the Unit on the originally scheduled Closing Date. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, then the Purchaser shall be required to pay Sponsor's Closing Attorney a fee of $1,000, in advance, for preparation of an assignment agreement and any necessary revisions to the other Closing documents. See the Purchase Agreement in Part II of the Plan for further details.

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EFFECTIVE DATE

The offering by Sponsor of the Units under the Plan is contingent upon the Plan being declared effective. The First Closing shall not occur until the Plan has been declared effective. The Plan may be declared effective, at Sponsor's option by (i) an amendment to the Plan, or (ii) personal service of notice to each Purchaser, or (iii) by service by mail, which shall be presumed complete on the fifth day after the date of mailing, stating that the Plan is declared effective and submission of an amendment to the Department of Law within 5 days confirming that the Plan was declared effective on a specified date. The Plan may be declared effective, at Sponsor's option, at any time when bona fide purchasers, including investors, have executed Purchase Agreements with respect to not less than 15% of the Units offered for sale (i.e., 1 Unit assuming 6 Units offered for sale). Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, Sponsor will re-declare the plan effective if all purchase agreements are either rescinded or terminated prior to the date of the First Unit Closing, regardless of whether the condominium declaration has been recorded. The Plan must be declared effective at such time as Purchase Agreements have been executed and are in effect with respect to 80% of the Units offered for sale (i.e., 5 Units assuming 6 Units offered for sale).

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) signed by Purchasers who have not been afforded at least 3 business days to review the Plan and all filed amendments prior to executing a Purchase Agreement or, in lieu thereof, at least 7 days to rescind after executing a Purchase Agreement; or (iii) signed by any Purchaser who is Sponsor, Selling Agent, Managing Agent or a principal of either, or is related by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner of Sponsor, Selling Agent, Managing Agent or a principal of either, except that such a Purchaser (other than Sponsor or a principal of Sponsor) may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that Purchaser is bona fide.

Once the Plan has been declared effective, it may not thereafter be abandoned, except that, prior to the First Closing, the Plan may, at the option of Sponsor, be abandoned in the event of: (1) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Units or the Property that cannot be removed, complied with or cured without litigation or for less than ½ of 1% of the total offering amount in the aggregate, and which are not waived by the Purchasers thereof; (2) a substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty that cannot be repaired prior to the date set for the First Closing for less than ½ of 1% of the total offering amount in the aggregate; or (3) a taking of a material portion of the Property in condemnation proceedings or by eminent domain. Excluded from the dollar amounts set forth in (1) and (2) above are attorneys' fees and title defects (including violations of record or work orders) or determinations of any authority or regulatory association which existed on the Filing Date of the Plan and were either known to Sponsor or were a matter of public record.

If the Plan is abandoned and Sponsor has accepted Purchase Agreements, then Sponsor shall file an amendment with the Department of Law abandoning the Plan together with a form RS-3. If Sponsor has accepted Purchase Agreement, all Down Payments, together with any interest earned thereon, will be returned to Purchasers 5 days after the Filing Date of the amendment abandoning the Plan. Upon the return of the Down Payments, as aforesaid, the Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to Purchaser under the Plan or the Purchase Agreement.

TERMS OF SALE

The term "Closing" refers to the conveyance of title to a Unit from Sponsor to Purchaser by the delivery to Purchaser of a deed upon payment by Purchaser to Sponsor of the balance of the Purchase Price for such Unit. The Closing to each Unit shall be held at the office of Seiden & Schein, P.C., 570 Lexington Avenue, 14th Floor, New York, New York or at such other place as Sponsor may designate.

Purchasers are required to close title upon the occurrence of the following events:

(a) the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted for filing by the Department of Law.

(b) a TCO or PCO for the Unit is in effect. Issuance of a TCO or PCO for the Unit shall be deemed presumptive evidence of substantial completion of the Unit and is the only construction-related prerequisite that must occur before Sponsor may require the closing of title.

(c) the recording or filing of the Declaration, By-Laws, Floor Plans and architect and tax authority certifications required by Section 339-p of the New York Condominium Act or other applicable Law and such other documents as may be required by Law.

(d) the release of the Unit and its appurtenant Common Interest from the lien of all mortgages, if any.

(e) the delivery to Purchaser of written notice of the time and place of the Closing at least 30 days prior to the Closing Date specified therein, including a reasonable opportunity for Purchaser to examine the Unit, during normal business hours and in the company of Sponsor's representative, prior to Closing. So long as a TCO for the Unit is in effect, Purchaser will be obligated to close title irrespective of the nature of the items that may be included on Purchaser's Inspection Statement which Sponsor agreed to complete as part of its post-closing obligations. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details regarding the Inspection Statement and Sponsor's post-closing obligations following Closing).

(f) the installation by Sponsor of a smoke and carbon monoxide detector in the Unit.

(g) the conveyance of title to the Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances (as set forth in Schedule A to the Purchase Agreement in Part II of the Plan) and standard printed exceptions and (2) liens and encumbrances other than Permitted Encumbrances to which the Unit's title is subject, either (a) which have been expressly accepted by Purchaser, or (b) for which the instrument required to remove it of record has been delivered to the Title Company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's attorney); or (c) as to which the Title Company will insure (without additional premium to Purchaser) that such lien or encumbrance will not be collected out of or enforced against the Unit; or (d) as to which Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at Closing.

Sponsor shall be entitled to deliver a 30 day closing notice once the Plan has been declared effective and prior to meeting the remaining Closing prerequisites set forth in this section, including, but not limited to, the issuance of a TCO or PCO.

At the Closing of Title to each Unit, each Purchaser shall execute and deliver:

(a) a bargain and sale deed with covenant against grantor's acts, substantially in the form set forth in Part II of the Plan, in proper form for recording and containing the provisions set forth in subdivision 5 of

Section 13 of the Lien Law upon delivery to Sponsor of the Balance of the Purchase Price and such other checks and documents required pursuant to the Plan and the Purchase Agreement.

(b) a Unit Owner's Power of Attorney, substantially in the form set forth in Part II of the Plan.

(c) a notice to Managing Agent indicating whether a child under the age of eleven (11) will be living or residing (even temporarily) in the Unit or if the Purchaser wants to have window guards and/or legally compliant window stops installed on the windows of the Unit even though no child under the age of eleven (11) will be living in the Unit. In the event that legally compliant window guards and/or window stops are to be installed, replaced, or repaired in the Unit, such installation shall be performed at the direction of Managing Agent and all costs associated therewith shall be charged to and be borne solely by the Purchaser of the Unit.

(d) certificates or other evidence of property and liability insurance for the Unit, in amounts determined by the Condominium Board.

(e) all other documents necessary and/ or customary in connection with the conveyance of a condominium unit as directed by Sponsor's attorney.

Purchaser's failure to execute and deliver at Closing, all documents necessary and/or customary or as directed by Sponsor's attorney in connection with the conveyance of a condominium unit, including without limitation, the documents listed in (a) through (e) above, shall constitute an event of default under the terms of the Purchase Agreement, entitling Sponsor to the default remedies set forth in the Purchase Agreement.

Ongoing construction in the Building or other Units and/or the absence of a TCO or PCO for any other Unit or portion of the General Common Elements shall not constitute a basis for Purchaser's failure or refusal to close.

Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in the sale.

Risk of Loss

The risk of loss from fire or other casualty with respect to the Unit shall remain with Sponsor until the Closing of Title to the Unit. Sponsor, at its sole discretion, reserves the right to either (i) repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the Purchase Price and without any claim against Sponsor by reason of any damage to the Unit or the Building resulting from such fire or casualty, or (ii) not repair or restore such Unit, and grant Purchaser the right to rescind the Purchase Agreement. If Purchaser does not exercise such right of rescission by written notice to Sponsor, within 10 days after Sponsor grants such right to Purchaser by written notice to Purchaser, then Purchaser shall be deemed to have irrevocably waived such right to rescind, and shall be obligated to Close Title to the Unit without any abatement of the Purchase Price and without any other claim against Sponsor by reason of any damage to the Unit or the Building by fire or other casualty. Notwithstanding the above, in the event that Purchaser, leases or occupies the Unit prior to the Closing of Title, pursuant to an Interim Use and Occupancy Agreement or otherwise, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit for damages not covered by Sponsor's insurance. Additionally, Purchaser shall be responsible for damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damage to the Unit or its appliances, fixtures and/or equipment in excess of the coverage provided by Sponsor's insurance policy.

Title Considerations

Purchasers may obtain title insurance from the Title Company (as defined in the Section of the Plan entitled "Closing Costs and Adjustments") or without incurring additional fees from Sponsor, from any other title company of Purchaser's choosing.

In the event Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the Purchase Agreement and the Plan, Sponsor will not be obligated to institute any action or proceeding or to expend any sum of money in excess of its obligation set forth in the Plan in order to cure such inability. In such event, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not then in default the sole remedy of Purchaser will be to either (i) take title subject to the title defect or (ii) terminate the Purchase Agreement within 15 days after receipt of such notice. A Purchaser electing to proceed with the purchase of the Unit will not be entitled to any credit against, or abatement of, the Purchase Price set forth in the Purchase Agreement and will have no claim or right of action against Sponsor for damages or otherwise by reason thereof. If Purchaser elects to terminate the Purchase Agreement, Sponsor shall cause all Down Payments together with any interest earned thereon to be returned to Purchaser, within 30 days after receipt of Purchaser's termination notice. Upon making such refund, Sponsor and Purchaser shall be relieved of all further obligations and liabilities under the Purchase Agreement and the Plan.

If the purchaser fails to notify sponsor of Purchaser's election within 15 days after Sponsor notified Purchaser of Sponsor's refusal to cure such inability, it will be conclusively deemed that Purchaser elected to acquire title subject to such inability.

The existence of mortgages, liens and encumbrances other than Permitted Encumbrances shall not be objections to title, provided bonds or properly executed instruments in form for recording necessary to satisfy or release Units from such impermissible liens or encumbrances or otherwise enable the Title Company to omit such title exceptions from Purchaser's title insurance policy are delivered at Closing and proper adjustments are made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments. Notwithstanding the foregoing, with respect to mechanics liens, Sponsor will cause all mechanics' liens arising out of the construction of the Building to be bonded or discharged promptly after Sponsor receives notice of the filing of the same. Alternatively, Sponsor will cause the Title Company or the title insurance company insuring a Purchaser's title to a Unit to affirmatively insure against collection of such liens out of, or enforcement of the same against, such Unit by posting a bond or bonds or escrowing a sum of money. However, if a Purchaser's title insurance company refuses to grant such affirmative insurance and the Title Company or any other title or abstract company which is a member of the New York State Land Title Association, Inc. would have been willing to grant the same at its regular rates without additional premium, neither such lack of affirmative insurance nor the existence of the liens in question will constitute a valid objection to title.

If existing mortgages or construction loans will not be satisfied at or prior to the First Closing, each mortgagee will either (i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units; (ii) subordinate the lien of its mortgage to the Declaration; or (iii) release its lien on the Unit being conveyed and its interest in the Common Elements.

Sponsor shall be entitled to adjourn the Closing (without any credit or reduction in the Purchase Price) to remove or correct any title exception that cannot be dealt with as set forth above. Sponsor is not obligated to cause Purchaser's title company to omit any exception if the Title Company is willing to insure, without additional premium, Purchaser's title with such exception. Purchaser will be responsible to pay to the Title Company the entire premium for Purchaser's title insurance.

All personal property located within the Unit that is owned by the Sponsor and which is described in the Plan or in the Purchase Agreement is included in the conveyance to the Purchaser, unless specifically

indicated otherwise. All personal property affixed to or located within the Common Elements that is owned by Sponsor and is used in connection with the operation of the Common Elements is included in the property transferred to the Condominium by the Declaration, unless specifically exempted herein. Notwithstanding the foregoing, any fixtures, furniture, appliances and furnishings located in any sales office or model unit shall not be included in the conveyance.

Tax-Deferred Exchange

The Purchase Agreement provides that in the event a Unit is being acquired by a Purchaser as part of a tax-deferred exchange under §1031 of the Internal Revenue Code, Sponsor shall reasonably assist and cooperate in such tax-deferred exchange, provided, however, that: (i) any action taken in connection with such tax-deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Closing Attorney in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of the Purchaser (or any other party to such tax-deferred exchange) or cooperation on the part of Sponsor in connection with or related to the tax-deferred exchange will frustrate the purpose of the Purchase Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under the Purchase Agreement or increase any of Sponsor's obligations or duties under the Purchase Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of such tax-deferred exchange, to convey any property (other than the applicable Unit), acquire any property, or accept any form of payment in respect of any of the amounts due under the Purchase Agreement other than as set forth therein or in the Plan. Purchaser shall indemnify, defend and hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees and expenses) or liabilities incurred by Sponsor in connection with or resulting from the tax-deferred exchange, and such indemnity shall survive the closing of title to the Unit. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

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CLOSING COSTS AND ADJUSTMENTS FOR UNITS

The estimated Closing costs, expenses and adjustments to be borne by each Purchaser of a Unit are set forth below. Such costs are only estimates as of the Filing Date of the Plan and are subject to change without notice.

1. Closing Costs

(a) Payment to Commonwealth Land Title Insurance Company, (the "Title Company") or any other title company that Purchaser selects, of the cost of fee title insurance, if Purchaser elects to obtain title insurance. PURCHASERS MAY OBTAIN TITLE INSURANCE FROM THE TITLE COMPANY OR, WITHOUT INCURRING ADDITIONAL FEES FROM SPONSOR, FROM ANY OTHER TITLE COMPANY OF PURCHASER'S CHOOSING. The Title Company has provided Sponsor with the following fee policy rates:

A base rate of $ 402.00 for the first $35,000.00 in coverage; plus $6.67 per additional thousand dollars of coverage from $35,001.00 up to $50,000.00; plus $5.43 per thousand dollars of coverage in excess of $50,000.00 up to $100,000.00; plus $4.36 per thousand dollars of coverage in excess of $100,000.00 up to $500,000.00; plus $3.98 per thousand dollars of coverage in excess of $500,000.00 up to $1,000,000.00; plus $3.66 per thousand dollars of coverage in excess of $1,000,000.00 to $5,000,000.00; plus $3.25 per thousand dollars of coverage in excess of $5,000,000.00 to $10,000,000.00, plus $3.07 per thousand dollars of coverage in excess of $10,000,000.00 to $15,000,000.00; plus $2.76 per thousand dollars of coverage in excess of $15,000,000.00. These rates do not include charges for endorsements that purchasers may request. Such endorsements range in cost from $25.00 per endorsement to 20% of the amount of the fee insurance issued.

(b) Recording fee for recording the deed and power of attorney of approximately $42.00 per instrument plus $5.00 per page.

(c) Miscellaneous title searches: $225.00.

(d) If a purchase money mortgage is obtained from a lending institution, the Purchaser may expect to incur the following costs. Sponsor makes no representation concerning the fees or charges of any lending institution.

i. Legal fees of the lending institution's attorney.

ii. Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as provided to Sponsor by the Title Company as of the Filing Date of the Plan are as follows: a base rate of $344.00 for the first $35,000.00 in coverage; plus $5.55 per additional thousand dollars of coverage from $35,001.00 up to $50,000.00; plus $4.54 per thousand dollars of coverage in excess of $50,000.00 up to $100,000.00; plus $3.64 per thousand dollars of coverage in excess of $100,000.00 up to $500,000.00; plus $3.31 per thousand dollars of coverage in excess of $500,000.00 up to $1,000,000.00. plus $3.05 per thousand dollars of coverage in excess of $1,000,000.00 to $5,000,000.00, $2.71 per thousand dollars of coverage in excess of $5,000.000.00 to $10,000,000.00, $2.55 per thousand dollars of coverage in excess of $10,000,000.00 to $15,000,000.00, $2.31 per thousand dollars of coverage in excess of $15,000,000.00. Mortgage title insurance, when purchased from the Title Company simultaneously with fee title insurance, will be discounted by a rate of 70%.

Lending institutions may require certain endorsements to their title policies. Such endorsements range in cost from $25.00 per endorsement to 20% of the full mortgage insurance premium.

iii. A mortgage recording tax of 2.05% of the amount of mortgages of less than $500,000.00, or 2.175% for mortgages of $500,000.00 or more, after a $30.00 deduction on the first ten thousand dollars of mortgage amount. Lenders are required to pay one quarter of one percent of the face amount of the mortgage.

iv. Recording fee for recording the mortgage of approximately $350.00.

v. Commitment fee or origination fee, appraisal fee, application fee, credit fee, and/or other fees and charges if any, charged by the lending institution and. escrow deposits for real estate taxes and/or insurance.

(e) New York City Real Property Transfer Tax, currently equal to 1% of the Purchase Price with respect to single Units where the consideration is $500,000.00 or less, and 1.425% of the Purchase Price with respect to single units where the consideration is greater than $500,000.00. Although it is often customary in real estate transactions involving sales of multi-family buildings or single family homes for the seller to pay the New York City Real Property transfer tax and the New York State Real Estate Transfer Tax, it is now customary in condominium development projects in the New York City metropolitan area for the Purchaser to pay such transfer taxes. Under the Plan and the Purchase Agreement, Purchasers of Units are required to pay these transfer taxes at Closing. For purposes of paying these transfer taxes, gross consideration also includes the amount of New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax to be paid for the Unit; thus the effective tax rate is 1.014% of consideration, where the Purchase Price is $500,000.00 or less and 1.451% where the Purchase Price is $500,000.00 or more.

The New York City Department of Finance has taken the position that when a Purchaser purchases two or more Units, the New York City Transfer Tax will be 1.425% where the consideration is $500,000.00 or less and 2.625% where the consideration is greater than $500,000.00.

(f) New York State Real Estate Transfer Taxes, currently at the rate of $2.00 per each $500.00 of consideration or part thereof. Pursuant to the terms of the Plan, this transfer tax is an obligation of the Purchaser. For purposes of paying these transfer taxes, gross consideration also includes the amount of New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax to be paid for the Unit; thus the effective tax rate is $2.03 per $500.00 of consideration, where the Purchase Price is less than $500,000.00 and $2.038 per $500.00 where the Purchase Price is $500,000.00 or more.

(g) "Mansion Tax" of 1% of consideration (or part thereof) attributable to the Unit being conveyed, payable by the Purchaser where the consideration for the Unit is $1,000,000.00 or more. For purposes of paying this tax, consideration also includes the amount of New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax to be paid for the Unit by the Purchaser.

(h) The Closing fees payable to Seiden & Schein, P.C. in accordance with the following schedule, all of which fees will be cumulative to the extent applicable to any individual closing:

(1) $3,000 for the preparation of closing documents, calculation of adjustments, attendance at Closing at the offices of Seiden & Schein, P.C., or such other place as Sponsor may designate and supervision of execution of closing documents; Such a fee is not required of Purchasers of Inclusionary Units.

(2) $250 for the preparation of ACRIS transfer documents required by the City of New York and for title clearance.

(3) If Purchaser requires that the Closing occur other than at the office of Seiden & Schein, P.C. , or such other place as Sponsor may designate, and Sponsor consents to such change (in Sponsor's sole discretion), an additional attendance fee of $750 for each Closing held within Manhattan. No Closing will be held in any borough outside Manhattan.

(4) If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement (which request in all instances must be received by Sponsor's attorney no later than 7 Business Days prior to the Scheduled Closing Date), a fee of $1,000.00 payable in advance, for preparation of an assignment agreement.

(5) If through no fault of Sponsor, Purchaser fails to close on the date scheduled for Closing, then Purchaser shall pay an additional fee of $750 for each rescheduled Closing granted at Purchaser's request to defray the cost of preparing and coordinating the Closing and recalculating the Closing apportionments.

(6) Purchaser may pay more than one fee pursuant to (g) above with respect to a Unit. In addition to an attendance fee in connection with a completed Unit transfer, Seiden & Schein, P.C. shall also be entitled to an attendance fee in the amount set forth above if such firm's representative attends a scheduled Closing but the Closing is adjourned due to Purchaser's failure to comply with Purchaser's closing obligations. In addition, more than one assignment fee shall be payable if Sponsor consents to more than one assignment request.

(i) At the Closing of title to each Unit, the Purchaser of such Unit shall pay into the Working Capital Fund of the Condominium an amount equal to 2 months' Common Charges then in effect for the Unit being purchased.

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

(k) In addition to the above costs, each Purchaser of a Unit will be responsible for the fees and expenses of Purchaser's own attorney, if any. As a result of the variable factors with respect to each Unit, such as Purchase Price, terms of a possible mortgage commitment and the lending institution's application and appraisal costs and fees of the attorney representing Purchaser's lending institution, Sponsor suggests that Purchasers review their closing costs with an attorney.

2. Closing Adjustments

(a) Purchaser will be required to pay to the Condominium Board the Common Charges allocable to the Unit monthly in advance. Common Charges assessed during the month in which title to the Unit closes shall be adjusted with Sponsor as of the midnight preceding the Closing Date, provided, that Sponsor shall be reimbursed by Purchaser for the cost of any Common Charges which Sponsor was obligated to pay to the Condominium Board as a result of any unauthorized delay in Closing of Title by Purchaser. The amount of such Common Charges to be assessed against each Unit will be fixed by the Condominium Board.

(b) If Purchaser is a Foreign Government Purchaser, Purchaser will be required to deposit with the Condominium an amount equal to 2 years' Common Charges with respect to the Unit, based on the Condominium budget in effect as of the Closing Date.

(c) If the Units have not been separately assessed and billed for real estate tax purposes on the date of the First Unit Closing, Sponsor will have previously paid the real estate taxes through the end of such tax payment period. For example, if the First Unit Closing occurs on October 2, 2017, Sponsor will have paid the real estate taxes for the Property through December 31, 2017. At Unit Closings, Purchasers shall adjust real estate taxes with the Sponsor from 11:59 pm preceding the date of the Unit Closing through the end of the tax payment period within which the Closing Date occurs. However, Sponsor shall also be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in Closing of Title by Purchaser. If no separate apportionment of real estate taxes has occurred as of the Closing Date, such adjustment shall be made on the basis of the percentage of Common Interest attributable to such Unit.

(d) Sponsor shall also collect from each Purchaser, at each Unit Closing, the amount necessary, on the basis of allocations set forth in Schedule A contained herein and then-current assessments, to cover the 6 month tax period subsequent to the tax period in which the Unit Closing occurs. The Managing Agent, on behalf of the Condominium Board, shall hold such funds in a separate account for the purpose of paying the real estate taxes for the Property when such taxes are due and payable. At the time that such real estate taxes are due and payable, Sponsor shall pay over to the Condominium Board, Sponsor's proportionate share of the real estate taxes then due, pro rata, with respect to the Unsold Units.

In the event the actual real estate taxes in the 6 month tax period subsequent to the Unit Closing are greater than the amounts collected at Closing, each Unit Owner shall pay such Unit Owner's pro rata share of the additional real estate taxes promptly upon demand. If any Unit Owner fails to pay such Unit Owner's pro rata share of real estate taxes upon demand, the Condominium Board shall have the right to place a lien on such Unit for the non-payment thereof, as if such charges were Common Charges. In the event the actual real estate taxes are less than the amounts collected at Closing, Sponsor will direct the Managing Agent to refund to each Unit Owner the pro rata share of such excess collections. This provision shall survive the Closing.

Until a separate assessment for each Unit has occurred, each Unit Owner shall, upon demand, on January 1st and July 1st of each year, pay to the Condominium Board such Unit Owner's pro rata share of real estate taxes. Sponsor shall also pay its pro rata share of the real estate taxes with respect to any Unsold Units.

3. <u>Mortgage Tax Credit</u>

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

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

allowed under this subdivision (a) on account of the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three of the tax law or (b) where the first condominium unit is sold more than two years after the construction or blanket mortgage was recorded."

If a mortgage tax credit becomes available, pursuant to applicable Law, it is specifically understood that such credit shall inure to the benefit of Sponsor and not to the Purchaser. Accordingly, at Closing, each Purchaser electing mortgage financing shall pay an amount equal to the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At Closing, Sponsor will be paid by such Purchaser to the extent of any mortgage tax credit allowed.

4. Example of Closing Costs for a Typical Unit

A numerical example for the costs set forth in this Section of the Plan for a hypothetical Unit with a purchase price of $1,200,000.00 and a mortgage of $960,000.00 are set forth below. Taxes, insurance and recording rates are subject to change. The Purchase Agreement is not contingent on a Purchaser obtaining financing for the purchase of a Unit.

ITEM	DESCRIPTION	AMOUNT
Fee Insurance Premium for $1,200,000.00 of owner's insurance	(70% first condo bulk sale rate)	$5,240.00
Mortgage Insurance Premium for $960,000.00 of lender's insurance	(21% first condo bulk sale simultaneous rate)	$1,090.00
NYC RPT Tax	NOTE: transfer taxes are based upon bulked-up consideration. The NYC RPT rate is 1.425%.	$17,100.00
NYS Mansion Tax	1% of bulked-up consideration, if applicable	$ 12,000.00
NYS Transfer Tax	The tax rate is $2 for every $500 of consideration or fraction thereof.	$4,800.00
Mortgage Recording Tax	The tax rate is 2.175%. The borrower pays 1.925% - $30. This does not include the lender's ¼ point of mortgage tax.	$18,450.00
Departmental and Bankruptcy/Patriot Act Searches	Title Searches	$225.00
Estimated Recording Fees	(one deed, one mortgage and one condo power of attorney)	$800.00
Estimated Lender's Title Endorsements	Three endorsements at $25 each.	$75.00
Closing fees to Seiden & Schein, P.C.	Basic closing fee, ACRIS document preparation fee, title clearance	$3,250.00
Working Capital Contribution	2 months' Common Charges	See Schedule A
Total Estimated Closing Costs	Excluding Working Capital Contribution	$63,030.00

Other fees which cannot be estimated because they pertain to events outside of Sponsor's control and/or statutory requirements include, without limitation, Purchaser's attorney's fee, lender's attorney's fee, lender's commitment fee or loan origination fee, appraisal fee, application fee, credit check fee, and other fees and expenses payable to Purchaser's lender, and monthly Common Charges prospectively from the Closing Date.

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RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor's Rights and Obligations with respect to Construction of the Building and the Units

Sponsor will perform such work and supply such materials, or will cause the same to be performed and supplied, as is necessary in order to complete the construction of the Building with a quality of construction comparable to the currently prevailing local standards, in accordance with all applicable Law substantially in accordance with the Plans and Specifications for the work filed with the Buildings Department and other governmental authorities with jurisdiction. Sponsor is obligated to bear all costs and expenses incurred in connection with completing construction of the Building.

Sponsor has procured construction financing for construction of the Building from MidFirst Bank ("Construction Lender"), having an office at 60 East 42nd Street, Suite 5220, New York, New York 10165. Pursuant to the terms of the Construction Loan, Sponsor must sell the Units for certain minimum prices prior to the lender's release of the lien of the construction loan from each Unit at Closing. In addition, Sponsor may not rent any Unit without the prior written consent of the Construction Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, construction of the Building will be sufficiently completed to permit closings of title to Units to begin on or about June 1, 2018. Prospective Purchasers should note, however, that the Units will be completed over a period of time that may begin prior to and/or extend significantly beyond such date. Purchasers will not be excused from paying their full Purchase Prices without credit or set-off or otherwise be relieved from any obligations under the Purchase Agreement, and will have no claim against Sponsor for damages or losses, in the event that the First Closing occurs earlier or later than the projected date or in the event the time to complete or to Close Title to any Unit is accelerated, delayed or postponed by Sponsor. Notwithstanding the foregoing, Sponsor has the right to change the projected First Year of Condominium Operation from time to time by an amendment to the Plan and in the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised Condominium budget with updated projections. If the Common Charges in the amended budget exceed those in the latest budget set forth in the Plan or in an amendment thereto by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer those affected Purchasers the right, for 15 days, to rescind their Purchase Agreements and receive a refund of their Down Payments, together with any interest earned thereon; provided that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the DOL, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind. If the First Closing does not occur within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into Purchase Agreement for a Unit, Sponsor will offer those affected Purchasers only the right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Purchasers who are then in default under their Purchase Agreements shall not be offered a right of rescission. Any Purchasers electing rescission will have their Down Payments returned together with any interest earned thereon. Purchasers' rescission rights described in this paragraph are in lieu of any other rights or remedies which may be available pursuant to any applicable Law or otherwise, all of which shall be deemed to have been waived by all Purchasers.

Sponsor reserves the right, without prior notice to Purchasers or amendment to the Plan, but subject to obtaining any required approval(s) of any governmental authorities having jurisdiction, to: (i) amend from time to time any of the Plans and Specifications (including changes in layouts and designs and changes affecting the materials, appliances, equipment, fixtures and other construction details); and/or (ii) substitute materials, appliances, equipment and fixtures that are of equivalent or better quality and design in place of

those described in the Plans and Specifications. Any such change, if material (for example, variations in square footage in excess of 5%) shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, in an amendment to the Declaration. There is a rebuttable presumption that a Unit size that is diminished by 5% or less is not material. No material change will be made by Sponsor in the size, layout or percentage of Common Interest of a Unit if a Purchase Agreement has been executed and delivered to Sponsor for such Unit and the Purchaser is not in default, unless (i) the same has been consented to in writing by such affected Purchaser(s), or (ii) the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Law, unforeseen events, Force Majeure) and, in all cases, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists, and in such event, Sponsor will, in the amendment disclosing such material adverse change, offer the affected Purchaser(s) the right, for at least 15 days from the presentation date of such amendment, to rescind their Purchase Agreement(s) and receive a refund of their Down Payment(s), together with all interest earned thereon. However, so long as the layout and dimensions of a Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

The issuance of a TCO or PCO for all or any portion of the Building shall be deemed presumptive evidence that the construction of the Building or such portion and its Facilities and all of the Units have been substantially completed in accordance with the Plan and the Plans and Specifications. However, notwithstanding the foregoing, Sponsor or its representatives will correct, repair or replace all defects in the construction of the Building and its Facilities and the Units offered hereby, or in the installation or operation of any appliances, fixtures or equipment in the same, or will cause the same to be corrected, repaired or replaced, but only if such defects are due to improper workmanship or material substantially at variance with the Plans and Specifications, and Sponsor is notified by the Condominium Board or the affected Unit Owner, which notice shall be sent by certified mail, return receipt requested, or the affected Unit Owner in writing of such defect: (i) as to the Common Elements, within 1 year from the earlier of (a) the issuance of a TCO for the portion of the Building claimed to be defective, or (b) the date of substantial completion of the portion(s) of the Common Elements claimed to be defective; or (ii) as to any Unit, on or prior to the Closing Date of such Unit, except that if any such claimed defect in a Unit can be detected only by occupancy of the Unit, Sponsor will correct such claimed defect if Sponsor is notified in writing by the Unit Owner within 1 year from the earlier of (a) the Closing Date of such Unit or (b) the commencement date of an interim use and occupancy agreement for such Unit.

Notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in construction or installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen or others are assigned to the Condominium Board or Unit Owners; or for any condition resulting from normal wear and tear or natural deterioration or from normal settling or shifting of the Building, or for defects of an insubstantial nature, such as, without limitation, the following: partial or total demise of any landscape improvements, nail pops, ridging on gypsum board or sheet rock walls, lumber shrinkage, doors or windows sticking due to weather, door warpage, grouting cracks, scratches in formica, natural stone or porcelain surfaces, bath and kitchen tile grouting cracks, adjustment of any bi-fold doors, walls not square, electrical plates not straight, discolorations or shrinkages, normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, ceiling imperfections, slight separation in joints of kitchen tile or wood flooring, warping, cupping or creaking of wood flooring or any nicks, scratches, gouges, imperfections or discolorations thereof, floors out of level, variations in width, length or tone 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, ceiling imperfections, painting defects, alignment of

bathroom finishes, air infiltration from windows, any consequential damage resulting from settling (including, without limitation, concrete or drywall cracks which do not impair the structural soundness of the Building), existence of mold, normal plumbing, heating and air conditioning noises, or carpet discoloring and stretching; or for paint touch-ups or for repair of chips, mars, breaks or other defects in windows, and window sashes, sliding glass doors, lighting fixtures and globes, interior painted surfaces, sinks, tubs, bowls, shower doors, kitchen cabinets, counter tops, vanity tops and bases, medicine cabinets, doors, mirrors, saddles, appliances, woodwork, doors, hardware, flooring and appliance cabinets, salting, or color variation in exterior colored mortar and deep colored brick, ponding and/or controlled drainage on the roof surface, or cracks in any pressure treated wood or redwood used or intended for use outside the Building. Sponsor shall be obligated to repair only abnormally chipped stone, formica, and porcelain surfaces, which repair shall be made by filling the stone or formica or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, formica or porcelain surfaces. Except as expressly set forth herein, Sponsor has no obligation to make any repairs of any kind. In no event shall Sponsor be liable for special or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan shall be to repair or, at Sponsor's option, replace, 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 set forth in this paragraph, provided, however, that nothing contained herein is intended to relieve Sponsor of liability for actual damages resulting from property damage or personal injury arising as a result of negligence of Sponsor or its authorized agents or employees in connection with the transactions contemplated in the Plan.

Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of: (i) any insubstantial variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan; or (ii) variations from the Plans and Specifications or the description of the Building or a 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 similar or better quality than as set forth in the Plans and Specifications or description in the Plan. Sponsor remains obligated to construct the premises in accordance with all applicable codes and the filed plans and specifications, and any such variation which is material will be disclosed in a duly filed amendment to the Plan.

Each Unit, including those occupied by Interim Use and Occupancy Agreements, offered hereby and the fixtures and personal property contained therein, are being sold and delivered "AS IS," as described in the Plan at the time of transfer of title to such Unit, unless Sponsor and the Purchaser of such Unit otherwise agree in writing. Purchasers are required to inspect the Unit prior to Closing and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. Sponsor is not obligated to escrow any funds for so-called “punchlist” items at any Closing of a Unit and reserves the right to limit the number of individuals who may accompany Purchaser in its inspection of the Unit prior to Closing.

The Housing Merchant Implied Warranty Law (New York General Business Law Article 36-B) does not apply to this offering as the Building comprises more than 5 stories.

Sponsor Payment of Expenses of Construction

All costs and expenses in connection with the construction of the Building and its appurtenances (including all sums properly due to contractors, subcontractors, suppliers and all others involved in such construction for work performed and fixtures, material and equipment supplied or installed) will be paid by Sponsor. Sponsor will cause all mechanics' liens arising out of the construction of the Building to be bonded or discharged promptly after Sponsor receives notice of the filing of the same. Alternatively, Sponsor will cause the Title Company or the title insurance company insuring a Purchaser's title to a Unit to affirmatively insure against collection of such liens out of, or enforcement of the same against, such Unit by posting a

bond or bonds or escrowing a sum of money. However, if a Purchaser's title insurance company refuses to grant such affirmative insurance and the Title Company or any other title or abstract company which is a member of the New York State Land Title Association, Inc. would have been willing to grant the same at its regular rates without additional premium, neither such lack of affirmative insurance nor the existence of the liens in question will constitute a valid objection to title.

Sponsor will bear all costs and expenses incurred by it in connection with the creation of the Condominium and the preparation of the Plan and all selling expenses and compensation payable to sales or other personnel of Sponsor.

Assignment of Warranties

At the First Closing, Sponsor will deliver, assign, or otherwise grant to the Condominium Board, on behalf of all Unit Owners with respect to the Common Elements (including the warranties and undertakings received by Sponsor which relate to appliances, equipment, or fixtures located in the Common Elements) , the right to proceed under any assignable warranties and other undertakings received by Sponsor from contractors, suppliers, or others in connection with the construction and equipping of the Building, except that assignable warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in any Unit shall be assigned to the Purchaser on the Closing Date. Sponsor makes no representation as to which, if any, of such warranties and/or other undertakings will be or continue to remain in force as of the Closing of Title of any particular Unit. Sponsor shall have no liability or responsibility in the event a warrantor is unable, unwilling or for any reason, fails to perform under its warranty.

Certificate of Occupancy

If, as of the First Closing, only a TCO has been issued for the Building, Sponsor will use all reasonable diligence to cause the Buildings Department to continuously renew the TCO until a PCO for all of the Units has been issued. Sponsor will, at its sole expense, do and perform, or cause to be done and performed, all such work, subject to Force Majeure, and will supply, or cause to be supplied, all such materials, and will submit or cause to be submitted all such documentation, and shall pay all applicable fees required by the Buildings Department that shall be necessary in order to cause the TCO to be continuously renewed until a PCO has been issued. Prospective Purchasers are advised that a PCO is required for permanent occupancy of the Building and that a TCO may be renewed only for a total of 2 years from the first date of issuance. 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 City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario will occur. .Furthermore, because Sponsor and the Condominium By-laws may permit Unit Owners to undertake renovations in their Units prior to the procurement of a PCO, such renovations may cause additional delays in the issuance of a PCO. Nevertheless, Sponsor is obligated to procure the PCO. However, Sponsor or the Condominium Board may refuse to permit a Unit Owner to perform alterations until such time as a PCO has been obtained.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a Unit in a building that does not have a PCO. A Factsheet on Certificates of Occupancy is currently available on the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf

In the event that a PCO has not been issued for the Building as of the First Closing, Sponsor is required to maintain all Down Payments in the special escrow account required by General Business Law Section 352-e(2)(b), unless Sponsor's engineer, architect, construction manager or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work remaining to be done by Sponsor in order to obtain such PCO, in which case the sum exceeding the amount so certified by Sponsor's engineer, architect, construction manager or other qualified expert may be released from the special escrow

account. Alternatively, Sponsor may place in escrow with Escrow Agent an unconditional irrevocable letter of credit, a surety bond from an institutional lender or recognized bonding company acceptable to the DOL, or cash, in each case in an amount that when added to the Down Payments being maintained in the special escrow account, will equal not less than the amount so certified. Sponsor may also use as collateral to similarly secure its obligation to obtain a PCO, the unfunded portion of a construction loan (if any) or other collateral acceptable to the DOL and disclosed in an amendment to the Plan. If Sponsor has placed cash in escrow, such funds will be held by Escrow Agent in a separate escrow account. All interest and income on such escrowed funds will be paid to Sponsor, as and when earned and collected.

As the work progresses, Down Payments held for Units as to which title has been conveyed to Purchasers may be released to Sponsor by Escrow Agent from time to time, provided the remaining Down Payments maintained in the special escrow account, together with said unfunded construction loan (if any) or other acceptable collateral, shall be not less than the amount then so certified to be reasonably necessary to complete all remaining work in order to obtain a PCO. Escrow Agent, will rely entirely upon such certificate in releasing such funds or other collateral and will not make any independent inquiry or evaluation concerning the expenditure of such funds. Any remaining balance of the escrow funds and/or other collateral will be released to Sponsor upon the issuance of a PCO for the Building. If Sponsor has deposited a letter of credit or surety bond, it will be subject to periodic reduction in amount upon the same terms as described above for the reduction and release of a cash Down Payment.

Following the issuance of a PCO for the Building, Sponsor will deliver to the Condominium Board a complete set of architectural drawings and a complete set of mechanical, electrical, plumbing and sprinkler "as-built" drawings for the Building.

Real Property Law §339-kk

Section 339-kk of the Real Property Law ("RPL"), a copy of which is set forth as Exhibit 11 in Part II of the Plan, applies to all condominiums in the State of New York, and provides additional financial protection for a condominium association if the sponsor or other non-occupant Unit Owner of a Unit fails to make monthly payments for common charges, assessments and late fees due in connection with such owner's Unit.

With respect to Unsold Units of a condominium owned by a sponsor or by any other non-occupant Unit owner and occupied by a tenant, RPL §339-kk provides as follows:

a) If payment of common charges, assessments or late fees by any non-occupant Unit Owner is more than 60 days late after the expiration of any grace period within which they are due, payments from a tenant of such Unit may become directly payable to the Condominium upon written notice by the Condominium to the tenant and the non-occupant Unit Owner. Where a majority of the Condominium Board has been elected by Unit Owners who are in occupancy of their respective Units, the Condominium Board may elect not to require that the rental payments be paid to the Condominium. Once the common charges, assessments and late fees of the non-occupant Unit Owner have been brought current, the Condominium Board must notify the non-occupant Unit Owners and tenant within 3 Business days and thereafter the rental payments will be payable to the non-occupant Unit Owner or a designate agent.

b) Payment by a tenant of rent or the amount required pursuant to the tenant's lease or statutory tenancy to the Condominium pursuant to the RPL §339-kk, relieves the tenant from the obligation to pay rent to the non-occupying Unit Owner.

c) Any rights existing under any other laws are not limited by RPL §339-kk.

d) A non-occupant Unit Owner who disputes a condominium's claim to rental payments is entitled to present facts supporting such owner's position at the next scheduled meeting of the Condominium Board, which must be held within 30 days after receipt of notice that the Unit Owner seeks to dispute the Condominium's claim.

Sponsor makes no representation or guarantee that any Unit Owner (other than Sponsor), any tenant, or the Condominium, will in fact comply with RPL §339-kk, and Sponsor shall have no liability for their failure to do so.

In addition, Sponsor makes no representation as to (i) RPL §339-kk's effect on the lien priority of a loan heretofore or hereafter made to a non-occupant Unit Owner and secured by a Unit, or whether RPL §339-kk's enactment or compliance therewith by a tenant constitutes a default by the Unit Owner under said loan, (ii) RPL 339-kk's effect on assignments of leases and rents given by a non-occupant Owner to mortgagee in connection with purchase-money financing or otherwise, (iii) the Condominium's remedies if a tenant fails or refuses to make rental payments to the Condominium Board after notice from the Condominium Board (in accordance with RPL §339-kk) to do so, (iv) the consequence of the Condominium Board's failure to give notice to a tenant, or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant Unit Owner is brought current in payment of Common Charges, assessments and late fees.

Sponsor's Obligation Concerning Payment of Common Charges and Real Estate Taxes

Sponsor will pay all Common Charges, real estate taxes and special assessments attributable to the Unsold Units in accordance with the provisions of the By-Laws. Sponsor expects to have the financial resources to meet the aforesaid obligations with respect to Unsold Units and fund same from income from projected sales, the rental or leasing of Unsold Units and Sponsor's other financial resources. No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments or real estate taxes with respect to Unsold Units.

Sponsor's Obligation with Respect to Insurance

Sponsor will initially cause the Condominium Board to procure, effective on or before the date of the First Closing, the insurance relating to the Condominium which is required to be maintained in accordance with the provisions of the Condominium By-Laws. Such required coverages may be satisfied by any so-called "builder's risk" policy obtained in connection with the construction of the Building, provided the limits and terms of coverage set forth in such budget are provided under such policy/ies. To the extent any such policy/ies obtained and paid for by Sponsor shall satisfy the insurance requirements of the Condominium Board in respect of any period following the First Closing, the Condominium Board shall reimburse Sponsor for its prorated share of the cost of such coverage. See the Section of the Plan entitled "Rights and Obligations of the Unit Owners and the Condominium Board" for details.

Notwithstanding the foregoing, each Unit Owner shall be responsible for maintaining the Unit (as defined in the Declaration) and pursuant to the By-Laws, each Unit Owner is required to obtain insurance coverage for such Unit Owner's personal property and fit-out work located within the Unit. See the Section of the Plan entitled "Rights and Obligations of the Unit Owners and the Condominium Board" for details.

Sponsor's Right of Access

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan, performing certain alterations and repairs in or about the Unsold Units and exercising its other

rights or performing its other obligations under the Plan. Sponsor will repair any damage caused as a result of such access and will use reasonable efforts to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes.

Sponsor's Right to Rent Rather Than Sell Unsold Units

Sponsor intends, in good faith, to sell rather than rent Units. However, under the Plan, Sponsor has reserved the unconditional right to rent Units rather than sell such Units after consummation of the Plan. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more Units than the 15% necessary to declare the Plan effective (i.e., 1 of the 6 Units) and, therefore, owner-occupants may never gain effective control and management of the Condominium.

Sponsor's Rights to Use Unsold Units and Common Elements

Sponsor and its designee reserve the right to use or occupy or to rent or lease any Unsold Unit to any Purchaser or non-Purchasers at any time, both before and after the First Closing (provided that a TCO or PCO covering each such Unit has been obtained). Sponsor will endeavor in good faith to sell, but nevertheless, reserves the unconditional right, to rent or lease such Unit to Purchasers and others. As a result, Purchaser may be acquiring a Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies and rights of occupancy. Moreover, once Purchase Agreement is executed for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may be leased only to the Purchaser named on the Purchase Agreement.

Notwithstanding the foregoing or anything contained herein, in the Declaration, By-Laws or the Rules and Regulations to the contrary, Sponsor or its designee may, without the permission of the Condominium Board use or grant permission for the use of any Unsold Unit for any purpose, including, but not limited to, the use of any Unsold Units as models and sales and/or promotion offices in connection with the sale of the Units or for any other purpose, subject only to compliance with applicable Law.

Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units or otherwise).

Alterations of Unsold Units by Sponsor

Sponsor shall have the right, pursuant (and subject) to the terms of the Declaration, and the By-Laws, as the same may be amended from time to time, without the approval of any Board or any other Unit Owner or any Mortgagee, to make any alterations, additions, improvements or repairs in or to any Unsold Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary (including, without limitation, the right to combine 2 or more Unsold Units, or to add more Units by subdividing Unsold Units or to change the number of rooms in, as well as the size, layout and square foot area of any Unsold Unit).

Reservation of Air and Development Rights

Sponsor has retained and expressly reserves all Development Rights otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in the Plan, or which may be generated in the future. As a result, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable Law, may not be possible or may be limited. Further, as a result of such reservation by Sponsor, Sponsor or other Development Rights Owner may transfer or sell such Development Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale.

The Development Rights reserved by Sponsor will not be used to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Development Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Development Rights in excess of those used in connection with the initial construction of the Building in accordance with the Plan. In the event such Development Rights are transferred to the owner(s) of adjoining properties, a Unit Owner's views and exposure to light may be affected. Any revenue or proceeds generated by the utilization, sale or transfer of Development Rights shall be the sole property of Sponsor or other Development Rights Owner. See the Section of the Plan entitled "Reservation of Air and Development Rights."

Dissolution of Sponsor

In the event of the dissolution or liquidation of Sponsor, or the transfer of 10 or more Units or 20% or more of the total number of Units in the Condominium, whichever is less, to a single Purchaser, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Units under the Plan and applicable Law (including, without limitation, Sponsor's representation that will endeavor in good faith to sell the Units offered hereunder but subject to the reservation of the unconditional right to rent or lease, rather than sell, such Units after the Plan has been consummated).

General

Sponsor's representations, warranties and covenants under this Plan, including obligations pursuant to the General Business Law, and such other obligations under the Plan which are to be performed subsequent to the Closing Date, will survive the delivery of the deeds to the respective Units only for the time periods set forth in the Plan. The obligations of Sponsor to pay Common Charges and to perform its other duties as a Unit Owner with respect to any Unsold Units will survive for as long as Sponsor owns the same.

Sponsor agrees to indemnify the Condominium Board and the Unit Owners against, hold them harmless from and defend on their behalf any suits, proceedings, or claims arising out of any default by Sponsor in performing its obligations under the Plan or any breach of any representation expressly made by Sponsor in the Plan and resulting: (a) as to any Unit, from any occurrence taking place prior to the closing of title to such Unit; or (b) as to the Common Elements, from any occurrence taking place prior to the First Closing. However, Sponsor will not be liable for, or obligated to defend, any suits, proceedings or claims arising out of any occurrence taking place from and after the respective dates set forth in the Plan, except those arising out of any negligence or violation of GBL Article 23A by Sponsor or as explicitly stated in the Plan.

The obligations of Sponsor hereunder with respect to the Building and the Units shall be enforceable by the Condominium Board on behalf of all Unit Owners. Obligations of Sponsor shall be enforceable by individual Unit Owners if either: (i) the Condominium Board fails to take reasonable action to enforce such obligations within 90 days following the giving of notice of such claim by any Unit Owner to the Condominium Board; or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Condominium Board will expire during the aforesaid 90 day period.

It is possible that the Condominium Board may not enforce Sponsor's obligations during the Initial Sponsor Control Period. If Sponsor fails to take reasonable action to enforce its own obligations, the Unit Owners may enforce such obligations within 6 months following notice to the Condominium Board (then controlled by Sponsor) of such claim by the Unit Owners. Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan.

Sponsor's ability to perform its obligations under the Plan will depend on its financial condition from time to time. No warranty is made that Sponsor will be financially able to perform all or any of such obligations at any particular point in time.

Successors to Sponsor

Sponsor reserves the right to sell 2 or more Units and to designate the Purchaser of such Units as a "sponsor" under the Plan. The party so designated as a "sponsor" will have those additional rights and obligations (including the obligation to comply with all applicable Laws) applicable to a "sponsor" as more fully described in the Plan.

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CONTROL BY SPONSOR

Sponsor will have voting control over the Condominium Board until the earlier of (i) the date upon which Sponsor owns Unsold Units having an aggregate Common Interest of 25% or less or (ii) 5 years from the First Closing ("Initial Sponsor Control Period"). Sponsor reserves the right to relinquish voting control of the Condominium Board prior to the expiration of the Initial Sponsor Control Period. Until the First Annual Meeting of the Unit Owners (the "First Annual Meeting"), the Condominium Board shall consist of 3 persons designated from time to time by Sponsor. Sponsor designates the following persons as the initial Condominium Board members (all of whom are experienced in real estate matters, familiar with the Property, and who are affiliated with companies controlled by Sponsor's principals) but reserves the right to substitute other individuals in place of one or more of these individuals without amendment to the Plan: Gidi Cohen, Adrian Goldstein and Roni Braitanbaum, who shall serve as the initial President, Vice-President and Secretary/Treasurer, respectively. Gidi Cohen and Adrian Goldstein are principals of Sponsor, and Roni Braitanbaum is a business associate of the principals of Sponsor. Accordingly, until the First Annual Meeting and during the Initial Sponsor Control Period, Sponsor will have voting control of the Condominium Board and will thus have control of the maintenance and operation of, and services to be provided by, the Condominium, as well as determining the Common Charges to be paid by Unit Owners. The First Annual Meeting shall be held approximately 30 days following the later to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title to Units representing at least 50% both in number and aggregate Common Interests of all Units to Purchasers; and at such meeting, the incumbent 3 Member Condominium Board designated by Sponsor will resign and a new Condominium Board, consisting of 3 members, will be installed, as described below.

At elections of Members to the Condominium Board held at and after the First Annual Meeting, but before the expiration of the Initial Sponsor Control Period, Sponsor and/or its designee shall have the right to designate 2 of the 3 Members of the Condominium Board, who may be persons related to and/or affiliated with Sponsor, such designee or other Unsold Unit Owners; and Sponsor, such designee and all other Unit Owners shall have the right to elect the remaining Member of the Condominium Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Unit Owners. From and after the First Annual Meeting, until such time as neither Sponsor, its designee or any other Unsold Unit Owner owns any Units: (i) at least 1 Member shall at all times be a Condominium Board Member designated by Sponsor, its designee or any Unsold Unit Owner, and (ii) the Condominium Board cannot be expanded to include more than 3 Members without the prior written consent of Sponsor.

At elections of Members to the Condominium Board held after the expiration of the Initial Sponsor Control Period, but while Sponsor and/or its designee still owns at least 1 Unit , Sponsor and/or its designee shall have the right to designate at least 1 of the 3 Members of the Condominium Board, who may be a person related to and/or affiliated with Sponsor, such designee or other Unsold Unit Owners; and Sponsor, such designee and all other Unit Owners shall have the right to elect the remaining Members of the Condominium Board, who shall not be related to or affiliated with Sponsor, such designee or other Unsold Unit Owners. Within 30 days after the expiration of the Initial Sponsor Control Period, 2 of the 3 Members of the Condominium Board who were designated by Sponsor shall resign and such Members' replacements shall be elected by a vote of the Unit Owners (including Sponsor for so long as Sponsor shall own any Unsold Unit) at a special meeting called for such purpose. Accordingly, from and after the expiration of the Initial Sponsor Control Period, at least 2 of the 3 Members of the Condominium Board shall not be designated by or related to or affiliated with Sponsor, its designee or other Unsold Unit Owners; and subject to the foregoing shall be elected by all Unit Owners (including Sponsor, its designee or other Unsold Unit Owner). There is no restriction on the right of the Unsold Unit Owners (including Sponsor) to vote for Members of the Condominium Board who are not related to or affiliated with Sponsor, its designee or other Unsold Unit

Owners. The number of Members of the Condominium Board may not be increased without the consent of Sponsor, for so long as Sponsor or its designee or affiliate owns at least 1 Unit.

During the Initial Sponsor Control Period, the Condominium Board may not, without the prior written consent of Sponsor: (i) make any addition, alteration or improvement to the Common Elements (unless required by any applicable Legal Requirements); (ii) assess any Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Condominium as provided for in Schedule B set forth in the Plan; (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services; (v) borrow money on behalf of the Condominium, unless any such borrowing is approved by the owners of Units representing at least 75% both in number and aggregate Common Interests of all Units; or (vi) exercise any right of first refusal to lease or purchase a Unit. However, the Condominium Board may perform any function or take any action enumerated in subsections (i) through (v) hereinabove without the consent of Sponsor if, and only if, the performance of such function or the carrying out of such action is necessary, and no other alternative is available, either to enable the Condominium Board to comply with Law, or to remedy any notice of violation entered against the Condominium or to comply with any proper work order by an insurer of the Condominium, or for the health and safety (but not the general comfort or welfare) of the occupants of the Units.

Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required to comply with any Law applicable to the Condominium, or to remedy any notice of violation entered against the Condominium or to comply with any proper work order by an insurer of the Condominium. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending not more than 5 years after the First Closing or whenever the Unsold Units constitute less than 25% of the aggregate Common Interest, whichever is sooner.

The By-Laws do not include a provision that after the expiration of the Initial Sponsor Control Period, a majority of the Condominium Board must be owner-occupants or members of a Unit Owner's household who are unrelated to Sponsor and its principals. Therefore, Purchasers for their own occupancy may never gain control of the Condominium Board. Owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

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CONDOMINIUM BOARD

The affairs of the Condominium shall be governed by the Condominium Board. Until the First Annual Meeting, the Condominium Board will consist of 3 Members designated by Sponsor. Sponsor designates the following persons as the initial Condominium Board Members (all of whom are experienced in real estate matters, familiar with the Property, and who are affiliated with companies controlled by Sponsor's principal) but reserves the right to substitute other individuals in place of one or more of these individuals, and will amend the Plan to reflect such substitution: Gidi Cohen, Adrian Goldstein and Roni Braitanbaum, who shall serve as the initial President, Vice-President and Secretary/Treasurer, respectively. Commencing with the First Annual Meeting, the Condominium Board shall consist of 3 Members (each, a "Member," and collectively, the "Members") 2 of whom shall be elected and/or designated in accordance with the terms of the By-Laws by the Unit Owners (including Sponsor). All Members shall be either: (i) individual Unit Owners or adult Family Members of an individual Unit Owner; or (ii) individual Permitted Mortgagees; or (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees. The composition of the Condominium Board may not be changed except in accordance with the procedures described in the By-Laws.

The First Annual Meeting will be held approximately 30 days after the later to occur of (i) the second anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan to Units representing at least 50% in number of all Units offered for sale. At elections of Members to the Condominium Board held at and after such Meeting, but before the expiration of the Initial Sponsor Control Period, Sponsor and/or its designee shall have the right to designate 2 of the 3 Members of the Condominium Board, who may be persons related to and/or affiliated with Sponsor, such designee or other Unsold Unit Owners; and Sponsor, such designee and all other Unit Owners shall have the right to elect the remaining Member of the Condominium Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Unit Owners.

At elections of Members to the Condominium Board held after the expiration of the Initial Sponsor Control Period, but while Sponsor and/or its designee still owns at least 1 Unit, Sponsor and/or its designee shall have the right to designate at least 2 of the 3 Members of the Condominium Board, who may be a person related to and/or affiliated with Sponsor, such designee or other Unsold Unit Owners; and Sponsor, such designee and all other Unit Owners shall have the right to elect the remaining Member of the Condominium Board, who shall not be related to or affiliated with Sponsor, such designee or other Unsold Unit Owners. Within 30 days after the expiration of the Initial Sponsor Control Period, 2 of the 3 Members of the Condominium Board who were designated by Sponsor shall resign and such Member's replacement shall be elected by a vote of the Unit Owners (including Sponsor for so long as Sponsor shall own any Unsold Unit) at a special meeting called for such purpose. Accordingly, from and after the expiration of the Initial Sponsor Control Period, at least 2 of the 3 Members of the Condominium Board shall not be designated by or related to or affiliated with Sponsor, its designee or other Unsold Unit Owners; and subject to the foregoing shall be elected by all Unit Owners (including Sponsor, its designee or other Unsold Unit Owner).

The term of office of Members shall be for 1 year or until their successors are elected. Members shall serve without compensation. Any Member may resign as a Member at any time in accordance with the procedure set forth in the By-Laws. A Residential Member may be removed with or without cause by an affirmative vote of a majority of Unit Owners who are present at a meeting containing a quorum of Unit Owners, provided, however, that any Member designated by Sponsor may only be removed and replaced by Sponsor. No Member (except for Members designated by Sponsors) may serve on the Condominium Board if, during the term of office, such Member shall cease to be a Unit Owner or an affiliated person as described in the first paragraph of this Section. In no event shall any Unit Owner (or its proxy) or another interested party be eligible for election to the Condominium Board, and any such Unit Owner (or its proxy) or other party may be removed as a Member by a majority vote of the other Members, if such Unit Owner is then in

arrears, beyond any applicable grace period, in the payment of Common Charges or any other amounts required by the Condominium Board. In addition, no Member (or its proxy) may continue to serve as a Member after the Condominium Board has perfected a lien against its Unit, for so long as such lien remains unsatisfied.

The officers of the Condominium will be a President, Vice President, Secretary and Treasurer. See the By-Laws in Part II of the Plan for the respective obligations of such officers. A successor officer may be elected at any regular Condominium Board meeting or at any special Condominium Board meeting called for such purpose. The President may call a special meeting whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such meeting signed by Unit Owners having in aggregate no less than 40% of the Common Interest of all Unit Owners.

All officers and Members of the Condominium Board and employees of the Condominium will be insured at all times from and after the First Closing under directors and officers liability insurance in favor of the Condominium. The amount and cost of such insurance has been provided for in Schedule B.

To the extent permitted by Law, Members will have no liability to Unit Owners except for liability for bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any Member or officer, any Unit Owner, Sponsor, or any affiliate of any of them without incurring any liability for self-dealing, except in the cases of bad faith or willful misconduct. The Condominium Board has a fiduciary duty to act in the best interests of the Condominium. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interests indemnify each Member against any liability or claim except those arising out of the bad faith or willful misconduct of such Member.

Purchasers should refer to the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-laws" subsection "Amendments to Condominium Documents" for a discussion of the procedures to amend the Condominium Documents.

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RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE CONDOMINIUM BOARD

Sales and Leases of Units and Right of First Refusal

Each Unit Owner may sell such Unit Owner's Unit, or lease such Unit Owner's Unit (which must be leased in its entirety and not in portions) for a minimum term of 1 year and a maximum term of 5 years, in each case, provided such Unit Owner first gives the Condominium Board notice of intention to sell or lease such Unit, accompanied by a fully executed copy of the contract of sale or lease, as the case may be. The Condominium Board shall then have the right to purchase or lease the Unit at the same price or rental and on the same terms as were offered in good faith by a prospective Purchaser or lessee, as more specifically set forth in the By-Laws. If the Condominium Board does not elect to purchase or lease the Unit within 20 days after receipt of the notice, or waives such election in writing, the Unit Owner will have 60 days thereafter to consummate the transaction set forth in the contract of sale or lease with the prospective Purchaser or lessee, as the case may be, as more particularly set forth in the By-Laws. In the event that such sale or lease is not consummated, or if such contract or lease is renegotiated or modified in any way (whether orally, in writing or by a side agreement) to be on terms less favorable to the Unit Owner, the Unit Owner will be required again to offer the same first to the Condominium Board. The Condominium Board may not exercise its option to purchase or lease any Unit without prior approval of a majority in common interest of Unit Owners present in person or by proxy and voting at a meeting at which a quorum is present. Any such lease shall be in the form and substance then approved by the Condominium Board (as the same may be changed from time to time), including provisions such as a prohibition on assignment or subletting.

In connection with the foregoing, the Condominium Board may not discriminate against any person on the basis of race, creed, color, national origin, gender, sexual orientation, age, disability, marital status or other grounds prohibited by law.

If a Unit Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock, or if a Unit Owner is a partnership, limited liability company or other entity, any sale, assignment, transfer or other disposition of any interest in such partnership, company or other entity, in each case other than through any recognized national securities exchange or "over-the-counter" market, which results in a change in the majority beneficial or legal ownership of such entity, shall also subject the Unit owned by such entity to the requirement that the Unit first be offered to the Condominium Board for purchase or lease, as described above.

Further, in the event that title to a Unit is taken by a corporation, partnership, limited liability company or other entity, the name of a principal of said entity shall be identified to Sponsor.

Notwithstanding the foregoing, without complying with the foregoing restrictions, a Unit Owner may sell, lease or convey such Unit, and the owner of any interest in a Unit Owner which is a corporation, partnership, limited liability company or other entity, may sell, lease or convey such interest, to an affiliate (i.e., an individual or entity that owns 51% or more of the legal and beneficial interest of such Unit Owner or owner of an interest in a Unit Owner, as the case may be, or an entity with respect to which such Unit Owner or owner of an interest in a Unit Owner owns 51% or more of the legal and beneficial interest) or one or more family members (i.e., spouse, domestic partner, adult child, parent or adult sibling, or a trust for the benefit of any one or more of the foregoing), or convey a Unit or interest in a Unit Owner, as the case may be, by gift, or devise it by will, or have it pass by intestacy. See the By-Laws for further details.

The restrictions upon the sale or lease of Units shall not apply to Sponsor or its designee with respect to any Unsold Units, to the Condominium Board or to any Units acquired by a mortgagee in

foreclosure or by deed in lieu of foreclosure; such Units may be sold to anyone without first being offered for sale to the Condominium Board.

Each conveyance of a Unit by the Unit Owner thereof shall include as part of the property to be conveyed, such Unit Owner's: (i) undivided interest in the Common Elements; (ii) undivided interest in any Units acquired by the Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) undivided interest in any other assets of the Condominium Board or assets of the Condominium. No part of a Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest appertains.

A Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and satisfied at or prior to closing. The Condominium Board may establish reasonable fees for the processing of such offers for sale or lease, which shall be payable by the selling or leasing Unit Owner to the Managing Agent. In addition, the Condominium Board shall have the right to impose a fee in connection with any waiver of its right of first refusal either with respect to a sale or a lease of a Unit; provided, however, that no fee shall be assessed in connection with: (i) a renewal of a lease of a Unit, as to which lease the Condominium Board previously waived its right of first refusal in accordance with the By- Laws; and (ii) sales or leases of Unsold Units by Sponsor or its designee.

Mortgaging of Units

Each Unit Owner may mortgage such Unit Owner's Unit, in accordance with the provisions of the By-Laws, which requires that the Condominium Board be notified in writing of the making of such mortgage and receive a conformed copy of the note and mortgage and that the Unit Owner first satisfy all unpaid liens against the Unit, other than Permitted Mortgages.

Use of Units

Units. A Unit may be used for residential purposes only, (excluding "dormitory," "bed and breakfast," home exchange or any transient hotel-type use, such as Airbnb, Home Away, or Roomorama) and, with respect to Units only, subject to compliance with the By-Laws, for a lawful home occupation. Each Unit may only be occupied by: (i) any individual who is a Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Unit Owner or permitted lessee; provided that in each instance in clauses (i) through (vi) above: (A) the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Unit and is not being designated to use the Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of an Occupancy Plan; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Subject to the foregoing, Units may only be leased in accordance with the By-Laws and the Rules and Regulations. An "Occupancy Plan" means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Units under short-term, timeshare, fractional or shared ownership, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires a direct or indirect ownership interest in the Unit(s) in question with attendant rights of

periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Unit(s) or a portfolio of accommodations including such Unit(s).

There is no limit on the number of Unit Owners who may purchase a Unit for investment purposes, rather than for personal occupancy. As such, there may always be a substantial percentage of Unit Owners who are non-residents of the Condominium.

No pets other than dogs (maximum of 2 per Unit), caged birds (maximum of 2 per Unit), cats (maximum of 2 per Unit) and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Unit without the consent of the Condominium Board. Each Unit Owner who keeps any type of pet will be required to: (a) indemnify and hold harmless the Condominium, the Condominium Board, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all Rules and Regulations adopted by the Condominium Board with respect thereto, including without limitation, the number of such pets. Notwithstanding the foregoing, the Condominium Board shall have the right to adopt a no-pet policy for the Building or revised or new policies with respect to size or number of pets per Unit. In no event shall any pet permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

Each Unit Owner shall keep the Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair the Unit in accordance with the provisions of the By-Laws and Law. No nuisance or offensive or unlawful use shall be allowed in Units. All Unit Owners and their Permitted Users are prohibited from smoking in or around any of the General Common Elements and Residential Limited Common Elements, and within all Units.

The Rules and Regulations concerning the use of the Units may be amended from time to time by the Condominium Board, provided that copies thereof are furnished to each Unit Owner prior to the time that they become effective. Further provisions with respect to the use of the Units are set forth in the Declaration, the By-Laws and the Rules and Regulations (except that no amendment thereof affecting the Unsold Units may be made unless agreed to in writing by Sponsor).

Common Charges: Determination and Assessment

As set forth in the By-Laws, the Condominium Board shall from time to time, but at least annually, prepare a budget setting forth its projections of General Common Expenses and will allocate and assess to each Unit Owner, in proportion to such Unit's percentage Common Interest, Common Charges to meet the Common Expenses. See Notes to Schedule B for details. Unless otherwise determined by the Condominium Board, Common Charges will be payable in monthly installments, in advance, on the first day of each month.

Common Charges: Collection and Lien for Non-Payment

Unit Owners may not exempt themselves from liability for Common Charges by waiving use of any of the Common Elements or by abandoning their Units. No Unit Owner will be liable for the payment of Common Charges assessed against such Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance by the Unit Owner of such Unit. In addition, as set forth in the By-Laws, a Unit Owner, by conveying such Unit Owner's Unit (without consideration) to the Condominium Board and provided that such Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Common Charges (provided no amounts are owing under any such lien) and that no violation of the Declaration, the By-Laws or the Rules and Regulations then exists with respect to such Unit, may be exempt from Common Charges thereafter accruing. On a resale of any Unit, the purchaser thereof will be liable for the payment

of any unpaid Common Charges against such Unit; except that, to the extent then permitted by Law, a Permitted Mortgagee acquiring a Unit at a foreclosure sale will not be liable for a lien for the payment of Common Charges assessed against such Unit for the period following the recording of the Permitted Mortgage and prior to such Unit's acquisition by the Permitted Mortgagee. In the event of a foreclosure by the Condominium Board of its lien on any Unit for unpaid Common Charges or otherwise, if the net proceeds of the foreclosure sale are insufficient for the payment of such unpaid Common Charges, or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the previous Unit Owner can be sued for the unpaid balance. The Condominium Board will also have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Pursuant to Section 339-z of the Real Property Law and under the By-Laws, the Condominium Board on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges together with interest thereon, assessed against such Unit. All such liens, however, to the extent permitted by Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Pursuant to Section 339-aa of the Real Property Law, any lien for unpaid Common Charges against a Unit will be effective from and after filing of a notice thereof in the Register's Office and until all sums secured thereby with interest accrued thereon shall have been fully paid, or until 6 years from the date of filing (unless foreclosure of such lien is started within such 6-year period), whichever shall occur sooner. Such liens may be foreclosed by a suit brought in the name of the Condominium Board acting on behalf of all Unit Owner in the same manner as the foreclosure of a mortgage on real property, or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing such lien. In addition, the Condominium Board may assess Unit Owners a late charge of $150 per month if any such amount remains unpaid for more than 10 days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), which amount shall be subject to increase by the Condominium Board, and interest at the rate of 1.5% per month on such unpaid amounts, plus any "late charges" theretofore collected, plus all expenses of collection. Sponsor obligates itself to cause any Members of the Condominium Board related to or affiliated with Sponsor to vote in favor of filing a lien against any Unsold Units owned by Sponsor with respect to which payments of Common Charges have not been made within 30 days after the date when due.

As provided in the By-Laws, the Condominium Board shall take prompt action to collect any Common Charges which remain unpaid for more than 10 days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest and expenses. In the event the Condominium Board fails to take such action against a Unit Owner, then the Condominium Board may do so, in its own name or, if necessary, in the name of the Condominium Board.

Borrowing by the Condominium Board

Subject to the By-Laws, the Condominium Board shall have the power to borrow money on behalf of the Condominium in accordance with Section 339-jj of the Real Property Law when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the General Common Elements and/or the Residential Limited Common Elements, provided, however, that: (a) the affirmative consent of at least 66 2/3% of the Members of the Condominium Board shall be required for the borrowing of any sum in excess of $1,000,000 in any one fiscal year (subject to increase by the CPI Increase Factor and regardless of the balance of any loans outstanding from previous fiscal years); (b) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Common Interests without the prior written consent of the owner of such Unit; and (c) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to the By-Laws shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner’s Common Interest bears to the aggregate Common

Interests of all Unit Owners, shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file against such Unit Owner's Unit.

In addition to the debt described above, the Condominium Board, without approval of the Unit Owners may, at any time, incur, or refinance, debt from time to time secured by a lien on any Unit acquired by the Condominium Board pursuant to the Declaration and/or By-Laws; provided, however, that no such financing or refinancing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit (together with its appurtenant interest in the Common Elements) or other property acquired. If any sum borrowed by the Condominium Board is not repaid by the Condominium Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit, and all loan documentation entered into by or on behalf of the Condominium Board shall specifically so provide. The dollar amounts set forth above and all other dollar amounts referenced elsewhere in the By-Laws, shall be adjusted to reflect any increase in the cost of living, as reflected by an increase in the CPI Increase Factor (as described in the By-Laws).

Repairs to and Maintenance of Units and Common Elements

Generally. Except as may otherwise be provided in the By-Laws, generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, or ordinary or extraordinary: (a) in or to any Unit (other than any Common Elements included therein) will be made by the Owner of such Unit at such Unit Owner's expense, (b) in or to the General Common Elements and Residential Limited Common Elements will be made by the Condominium Board and the expense thereof will be charged to the Unit Owners as a General Common Expense. Without limiting the foregoing, Unit Owners shall be responsible for all maintenance, repairs and replacements of all plumbing, appliances and lighting fixtures, and heating and air conditioning units in their respective Units, and the washing and cleaning of interior and exterior glass surfaces of windows in the Units shall be the responsibility of the respective Unit Owners and the cost thereof shall be borne solely by such Unit Owner.

In order to promote a consistent appearance of the Building from the outside, unless waived by the Condominium Board, each Unit Owner will be required to install and maintain window treatments having a white-colored backing on the sides facing and nearest to the windows in its Unit, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Condominium Board. Neither the interior nor the exterior glass surfaces of any windows located in any Unit may be altered, colored or painted.

Unless expressly authorized by the Condominium Board in each case, at least 80% of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise reducing material.

Each Unit and all portions of the Common Elements shall be kept in a clean and sanitary condition, and in good working order (and all portions thereof exposed to public view shall be kept in a neat appearance and in first-class condition in accordance with the high quality, character and dignity of the Building), in each case, by the Unit Owners or the Condominium Board, whichever is responsible, for the maintenance thereof. In the event that any Unit Owner fails to keep such Unit Owner's Unit in such condition, the Condominium Board, at the expense of such Unit Owner, may enter such Unit and perform such acts as are necessary to cure such default.

Terraces. Each Unit Owner with an appurtenant Terrace shall be responsible for all ordinary maintenance and cleaning of such Terrace, but the costs and expenses of any repairs or replacements, structural or otherwise with respect to such Terrace (unless caused by or attributable to the applicable Unit Owner or its Permitted Users, in which event such Unit Owner shall bear the entire cost thereof), shall be

charged to all Unit Owners as a Common Expense. The Condominium Board may enter the Unit to access the Terrace for maintenance, repair and replacement and other uses (including, without limitation, to access any Building mechanical equipment or other Common Elements located on any Terrace). Sponsor shall not be responsible for, can make no guarantees regarding and shall have no liability to Unit Owners with respect to, the level of noise or vibrations or odors resulting from the operation of the Building or the Units or the degree of privacy which will be afforded to Unit Owners on their Terraces.

The Condominium Board shall have the right to require a Unit Owner to remove plantings, roof surfaces and other installations which have been placed on the Terraces if the Condominium Board determines, in its sole discretion, that such plantings or other installations may adversely affect the integrity of the roof or other portion of the Building or is otherwise unsafe or that such plantings or other installations do not aesthetically conform with the Building. In addition, the Condominium Board shall have the right, in connection with any construction, repair or maintenance work in the Building, to erect scaffolding temporarily on any Terrace. In no event shall any Unit Owner of a Unit having a Terrace be permitted to enclose or erect any structure on such Terrace. The Condominium Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants.

If a Unit has an appurtenant Terrace, the structural concrete roof slab or other roof construction material, the asphalt or other roofing material, the roof membrane, flashing and similar waterproofing or other roofing elements protecting the interior of the Building, or under the pavers, decking, tiles or other flooring of the Terrace, as well as any drainage system and fencing or railing, gates, parapets, structural, waterproofing and drainage elements in or on the Terrace are Residential Limited Common Elements appurtenant to such Unit. Any pavers, decking, tile or other flooring installed on the Terrace and any faucets, hose bibs, electrical outlets and lighting installed in or on the Terrace are part of the Unit, as well as doors leading from the Unit to the Terrace. No alterations of or installations on or in a Terrace appurtenant to a Unit may be made without the prior written consent of the Condominium Board, and, in addition during the Initial Sponsor Control Period, Sponsor. No Terrace may be enclosed.

Terraces and any other areas that are exposed to the elements must be kept free of snow, ice and accumulation of water to the extent failure to do so could cause damage to the Building and/or other Units therein. In the event a Unit Owner fails to comply with any of its maintenance obligations, the Condominium Board may, at the expense of the Unit Owner and without liability to the Condominium Board, enter the Unit and perform such acts as are necessary to cure the Unit Owner's default.

Alterations and Improvements of Units

No Unit Owner (other than Sponsor or its designee or other owner of Unsold Units) may make any alteration, addition, improvement or repair in or to such Unit Owner's Unit that affects the structure of the Building or the Building's systems without the prior written approval of the Condominium Board, but this provision does not apply to an Unsold Unit. Except as otherwise permitted in the By-Laws, no Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior written approval of the Condominium Board. The Condominium Board may impose fees upon such Unit Owner to reimburse the Condominium and/or the Condominium Board for costs incurred in connection with the review or supervision of such Unit Owner's work.

The Condominium Board, at its option, may require a Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made. Additionally, as set forth in more detail in the By-Laws, any Unit Owner making or permitting an alteration, addition, improvement or repair in its Unit is required by the By-Laws to: (i) obtain such insurance as the Condominium Board or the Managing Agent may require, (ii) indemnify the Condominium Board, all other Unit Owners and the Managing Agent

against any liability arising from the work, (iii) reimburse the Condominium Board for its architectural, engineering and legal fees incurred in connection with such work, (iv) employ such architects, engineers, contractors, workers, suppliers and other laborers who are reasonably acceptable to the Condominium Board and Managing Agent; and (v) perform such work in a manner which will not interfere with, or cause any labor disturbances or stoppages (which may result from, among other things, the use of non-union labor) in, the work of Sponsor, the Condominium Board, or other contractors or subcontractors employed by such parties or otherwise in the Building. In addition, no work or change by or on behalf of a Unit Owner will be permitted without the consent of the Condominium Board and Sponsor (which consent may be withheld or conditioned in their respective sole discretion if such work or change would result in a delay in obtaining a TCO or PCO or any amendment to, or extension of, the same if theretofore issued.

The foregoing restrictions affecting Units shall not apply to Sponsor or its designee in respect of the Unsold Units. There are no restrictions on the ability of Sponsor or its designee to alter or improve any Unsold Unit (including, without limitation, dividing, subdividing and combining one or more Unsold Units or portions of same).

Alterations and Improvements of Common Elements

Generally, all alterations, additions or improvements in or to the Common Elements will be made by the Condominium Board or the Unit Owner which is required to maintain and repair such Common Elements. The costs of alterations, additions or improvements to the General Common Elements and the Residential Limited Common Elements will be charged to all Unit Owners as a General Common Expense.

In addition, as set forth in the By-Laws and to the extent permitted by Law, the Unit Owner(s) of any Unit(s), if such Unit(s) are the only Units benefited by any non-material portion of the Common Elements, that was not offered in the Plan as an amenity for the shared use of the Unit Owners of the Condominium, adjacent or appurtenant thereto (for example, that portion at the end of a hallway that is directly adjacent to the Unit(s) located at the end of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements shall, with the consent of the Condominium Board (which consent shall be in the Condominium Board's sole discretion and shall not be required if the Unit Owner or Owners shall be Sponsor or its designees), have the exclusive right of use of such portion of such General Common Elements as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made by reason thereof; provided, however that such Unit Owner(s) agree, at their sole cost and expense, to enter into a license agreement for such use, and (a) be responsible for the operation, maintenance and repair of such portion of the General Common Elements for so long as such Unit Owner(s) exercise such exclusive right of use; and (b) restore that portion of the General Elements to its original condition, reasonable wear and tear excepted, after such Unit Owner(s) cease to exercise such exclusive right of use. Notwithstanding the foregoing, if a Unit Owner transfers or conveys its Units to a successor Unit Owner, the transferor need not comply with (b) above provided such transferee agrees to abide by (a) and (b) above.

Rights of Access

As more fully set forth in the By-Laws, the Condominium Board and the Managing Agent, manager and other persons authorized by the foregoing will have a right of access to any Unit and Residential Limited Common Element for the purposes, among others, of: (a) making inspections of, or removing violations of Law against, any part of the Property; (b) curing defaults under the By-Laws, Declaration or Rules and Regulations, as applicable, by the Unit Owner of such Unit; (c) performing maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical systems, or other

portions of the Common Elements, located within such Unit or elsewhere in the Building; or (d) correcting any conditions originating in any Unit and threatening another Unit or any Common Element.

Compliance with Terms of Declaration, By-Laws and Rules and Regulations

Each Unit Owner must strictly comply with the provisions of the Declaration, By-Laws, and Rules and Regulations. Failure to so comply will be grounds for an action for damages or injunctive relief, or both. The By-Laws and Rules and Regulations will be recorded with the Declaration or an amendment thereto in the Register's Office.

Repair or Reconstruction after Fire or Other Casualty

If any portion of the Property is damaged or destroyed by fire or other casualty, or is damaged or destroyed together with any other portion of the Property, the provisions of the By-Laws shall control as to repair and restoration. Unless, in accordance with the By-Laws, the Building is not to be repaired, the Condominium Board will arrange for the prompt repair and restoration of the Building including the Units, but excluding improvements, betterments, equipment, furniture, furnishings or other personal property in any Unit, and the Condominium Board, or the Insurance Trustee, as provided in the By-Laws, shall disburse the proceeds of all applicable insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If the insurance proceeds are insufficient to cover the cost of repairs or restoration, Unit Owners may be assessed for such deficiency. If there is a surplus of insurance proceeds, the surplus shall be paid to Unit Owners in accordance with the following paragraph, except that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share, such amounts as may be necessary to reduce unpaid liens on such Unit Owner's Unit, other than Permitted Mortgages, in the order of priority of such liens.

Any surplus allocable to any Unit pursuant to the applicable provision of the By-Laws shall first be lessened by such amounts as may be required to discharge unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of priority of such liens, and the remaining surplus, if any, shall then be paid to the owner of such Unit.

Notwithstanding any of the foregoing, subject to the terms of the Construction Loans, if 75% or more of the Building is destroyed or substantially damaged and if 75% or more in Common Interest of all Unit Owners do not duly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, as if the Building were owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in accordance with their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds, such amounts as may be necessary to discharge all unpaid liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

Insurance

Pursuant to the By-Laws, subject to the provisions of the final paragraph of the preceding section, the Condominium Board is required to obtain and maintain, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) special causes of loss or perils insurance with coverage for special causes of loss, including, building collapse, flood, earth movement and sewer backup; (b) if applicable, builder's risk insurance; (c) if applicable, workers' compensation and New York State disability benefits insurance, as required; (d) boiler and machinery insurance; (e) fidelity insurance covering all Condominium Board Members, officers, directors and

employees of the Condominium, and the Managing Agent; (f) directors' and officers' errors and omissions coverage; and (g) such other insurance as the Condominium Board may from time to time determine. Notwithstanding the foregoing, the Condominium Board will at all times maintain any insurance coverage required pursuant to any mortgage or other security instrument granted by Sponsor, or any affiliate thereof, prior to the First Closing.

The amount of fire insurance and all risk extended coverage to be maintained until the first meeting of the Condominium Board following the First Annual Meeting shall be equal to the full replacement cost of the Building.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on co-insurance, and shall provide that such policies may not be cancelled or substantially modified without at least 10 days' prior written notice to the Condominium Board. Duplicate originals or certificates of insurance of all policies of insurance and of all renewals thereof, if obtainable, together with proof of payment of premiums, shall be delivered to the Condominium Board, in all events, and all Unit Owners and Permitted Mortgagees who have requested the same from the Condominium Board in writing. Renewals shall be obtained at least 10 days prior to the expiration of the then current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, commercial general liability insurance against claims for personal injury or bodily injury occurring in, on or about the Property, in such amounts as are carried by prudent owners of comparable properties in the City of New York as the Condominium Board may from time to time determine, covering: (i) the Condominium Board, and the Managing Agent and each Condominium Board Member and each officer and employee of the Condominium, and (ii) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit or within the Residential Limited Common Elements appurtenant to its Unit, if any. Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board may determine. The premiums for all insurance referred to above shall be a Common Expense and shall be borne by the Unit Owners, in such proportions between them, with consideration of the respective risks, liabilities and replacement values, as are equitable (determined by the respective insurance carriers) as part of Common Charges.

The Condominium Board is not required to obtain or maintain any insurance with respect to any property contained in any Unit (other than the bare walls and bare ceilings (i.e., sheetrock only, no paint or wallcoverings), and bare floors (i.e., plywood or concrete only, no wood, stone or other material)) or any liability with respect to occurrences or operations in or about each Unit or the Residential Limited Common Elements appurtenant thereto, if any. Consequently, all Unit Owners are required to obtain and maintain (i) a personal liability policy if the Unit Owner is an individual, or (ii) a commercial general liability policy if a Unit Owner is a non-individual entity; against claims for personal injury, death or property damage occurring in, on or about such Unit Owner's Unit and/or any Residential Limited Common Elements appurtenant thereto, with coverage of at least $1,000,000 per occurrence. In addition, all Unit Owners are required to obtain and maintain "all-risk" special form replacement value casualty insurance with respect to any and all interior fit-out work, additions, alterations, improvements, fixtures, equipment, furniture, furnishings and any other personal property and betterments located within their respective Units. The limits of liability set forth above may be amended by the Condominium Board from time to time.

Unit Owners may carry additional insurance, provided that any such policies shall contain waivers of subrogation, if available, and further provided that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Liability of Condominium Board and Unit Owners

Every contract made by the Condominium Board, any officer thereof or the Managing Agent shall state that: (a) it is being executed by such party only as agent for all Unit Owners or all Unit Owners, as applicable, and such Condominium Board Members, officer or Managing Agent shall have no personal liability thereon (except in their capacities, if any, as Unit Owners), and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) to the extent permitted by Law or as otherwise determined by the Condominium Board in its sole and absolute discretion, such Unit Owner's interest in such Unit Owner's Unit and its appurtenant Common Interest.

To the extent permitted by Law, Condominium Board Members shall have no liability to the Unit Owners, except that a Condominium Board Member shall be liable for such Unit Owner's own bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any Condominium Board Member, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board Member against any liability or claim except those arising out of the bad faith or willful misconduct of such Member.

Amendments to Condominium Documents

Generally, subject to certain exceptions, any provision of the Declaration or By-Laws affecting all of the Units or the General Common Elements, may be amended, added to or deleted by affirmative vote of at least 66 2/3% in number and in Common Interest of the Unit Owners; provided, however, that the use of Units or the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners affected thereby. Notwithstanding any provision contained herein or the Declaration or By-Laws to the contrary, no amendment, modification, addition to or deletion of the Declaration, the By-Laws, or the Rules and Regulations shall be effective in any way against: (a) Sponsor or its designee, for so long as Sponsor or its designee is the owner of 1 or more Units, or any Unsold Unit, unless Sponsor or its designee, as applicable, has given its prior written consent thereto; or (b) the holder of any present or future mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition until: (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws; or (b) such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% both in number and aggregate of the Common Interests of all Unit Owners. No such vote shall be effective, however: (a) without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Residential Mortgagee Representatives, if any; and (b) without the written consent of the Sponsor or any other owner of Unsold Units for so long as any such Person owns any Unsold Unit (s), provided that in no event shall any such consents in this clause (b) be required more than five years after the First Closing.

To the fullest extent permissible under Law, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. In the event said withdrawal is authorized as set forth in the Declaration, and only to the extent the waiver contained in the preceding sentence shall be inapplicable or unenforceable, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners in accordance with their respective Common

Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

Units Acquired by the Condominium Board

All Units acquired or leased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, on behalf of all Unit Owners. The rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against all Unit Owners. No Units held by the Condominium Board shall carry any voting rights at Unit Owner meetings.

The purchase of any Unit by the Condominium Board or its designee, on behalf of all Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Condominium Board. If the funds in such accounts are insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each Unit in proportion to its respective Common Interest, as a Common Charge, and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit, subject to the limitations on borrowing otherwise set forth herein, and in the By- Laws and Declaration; provided that no such financing may be secured by an encumbrance or hypothecation of any portion of the Units except to the extent permitted by Law other than the Unit to be purchased together with its appurtenant interest in the Common Elements.

Procedure to Review Real Estate Tax Assessments

The Condominium Board, on behalf of and as agent for all Unit Owners, will be authorized by the power of attorney executed and delivered by each Unit Owner at the Closing of Title to such Unit, to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom.

Easements

General. In order to facilitate the operation and maintenance of the Condominium and the sale or leasing of the Units therein, each of the Units will be subject to certain easements, including, but not limited to, easements in favor of Sponsor. These easements, which are more particularly set forth in the Declaration, include an easement in favor of each Unit Owner to install, operate, maintain, repair, alter, rebuild, restore and replace Common Elements and, generally, an easement of support and of necessity in favor of all Units and the Common Elements. Additionally, the Condominium Board, Sponsor and Sponsor's designee will each have an easement to install and maintain pipes, conduits, wires, ducts and other facilities in the space between the underside of each such floor slab and the top surface of each Unit's finished ceiling, without any need to obtain the consent of any Unit Owner with respect to the same. These easements shall be exercised in a manner that will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units or with the use of such Units for their permitted purposes. As is set forth in more detail in the Declaration and By-Laws.

Sponsor shall also have an easement to erect, maintain, repair and replace lights and lighting fixtures and to erect maintain and replace satellite communication equipment and similar equipment, as permitted by law, on the roofs and facade of the Building and elsewhere on the Common Elements which shall entitle Sponsor to utilize such easement for its own account or the account of any licensee of Sponsor. In addition, Sponsor and the owner of any Unsold Units shall have an easement to erect, maintain, repair and replace any signs, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas, etc. as permitted by Law on the Property (including, without limitation, on its roof and exterior walls) for the purposes of advertising the sale of any Unit, the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit.

Additional Easements

In addition to the foregoing, the Declaration provides for easements in favor of Sponsor and its designees to utilize Common Elements for promotional purposes in connection with the sale or leasing of Units or otherwise; as well as certain other easements as set forth in the Declaration. See the Declaration in Part II of the Plan for further information.

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INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The following discussion of certain income tax consequences of the Plan was prepared by Sponsor based, in part, upon the opinion ("Attorney's Income Tax Opinion") of Seiden & Schein, P.C., a copy of which is set forth in the Section of the Plan entitled "Opinions of Counsel." Prospective Purchasers should refer to such opinion letter itself for a more detailed discussion of the tax consequences summarized below. Prospective Purchasers should note that the opinion letter addresses certain Federal, New York State and New York City income tax consequences that would result from the ownership of a Unit by an individual who is a resident of New York City for income tax purposes, as further described herein. It does not address, among other things, the tax consequences that might result from the ownership of a Unit by a taxpayer who is not an individual and a resident of New York City, including corporations and other entities, and foreign individuals and foreign entities. It also does not address the tax consequences that might result from the ownership of a Unit that is held by an individual taxpayer in connection with a trade or business, for investment, or for the production of income. Further, the opinion letter does not address the estate tax consequences of ownership of any Units.

Seiden & Schein, P.C. is counsel to Sponsor and not to any purchaser under the Plan or to any Unit Owners. To ensure compliance with requirements imposed by the IRS in Circular 230, all Unit Owners, prospective Unit Owners and the Condominium are informed that (i) any tax advice contained in the Plan and/or the Attorney's Income Tax Opinion is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code, (ii) such advice is written to support the promotion or marketing of the transactions or matters addressed in the Plan, and (iii) each Unit Owner, each prospective Unit Owner, and the Condominium Boards should seek advice based on its particular circumstances from an independent tax advisor.

1. Deductibility of Mortgage Interest and Real Estate Taxes

Each Unit Owner will own legal (fee simple) title to such Unit, together with an undivided interest in the Common Elements. Additionally, each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Accordingly, each Unit Owner will be individually liable for the real property taxes and assessments levied against such Unit Owner's Unit.

Subject to certain restrictions, each Unit Owner may mortgage such Unit and thereby become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

It is the opinion of Sponsor's Counsel that a Unit Owner who is a resident of New York City for income tax purposes, who uses such Unit as a personal residence and itemizes deductions, generally will, under present Law as of the Filing Date of this Plan and subject to certain limitations and qualifications, for Federal, New York State and New York City income tax purposes, be entitled to deductions for (1) the state and local real property taxes assessed against the Unit and paid by such Unit Owner; and (2) "qualified residence interest" (i.e., mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion) paid by such Unit Owner. Qualified residence interest includes interest paid by the Unit Owner on: (i) debt used to acquire, construct or substantially improve any "qualified residence," as defined below, and secured by such residence, up to $1,000,000 in the aggregate ($500,000 in the case of a married individual filing a separate income tax return); and (ii) in general, other indebtedness secured by a qualified residence, which does not exceed such qualified residence's net equity, up to $100,000 in the aggregate ($50,000 in the case of a married individual filing a separate income tax return). Interest on home mortgage indebtedness in excess of these limitations

is not deductible. A "qualified residence" generally means: (i) the "principal residence" of the Unit Owner and (ii) one other residence selected by the Unit Owner, provided that, if such other residence is rented at any time during the applicable taxable year, it will not be a "qualified residence" unless the taxpayer uses it for personal purposes for a number of days which exceeds the greater of 14 days or 10% of the number of days during such year for which such Unit is rented at a fair value. Prospective Purchasers should note that no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (except in the case of "points" paid under certain circumstances), and that the deductions for state and local real property taxes and qualified residence interest may be subject to the overall limitation on the allowance of itemized deductions for Federal income tax purposes. No deduction for state and local real property taxes is permitted for purposes of the Federal alternative minimum tax and interest deductions may be limited for such purposes.

Each Unit Owner who uses such Unit as a qualified residence will generally be entitled to the same deduction for mortgage interest and real property taxes paid or accrued with respect to such Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes. However, under current New York State and New York City income tax law, itemized deductions such as mortgage interest and real property tax deductions, are subject to reduction by as much as 100% in the case of individuals having income exceeding certain prescribed levels.

2. **Taxation of the Condominium**

If the Condominium meets the requirements for qualification as a "homeowners association" under Section 528 of the Internal Revenue Code, which requirements are discussed in the Attorney's Income Tax Opinion, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Unit Owners. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as interest earned on any reserve funds (less expenses directly connected with the production of such income).

Sponsor anticipates that the Condominium will qualify as a homeowners association. If the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election noted above, the present state of the law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Attorney's Income Tax Opinion, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the non-membership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise Tax or Unincorporated Business Tax. Absent the application of Code section 528, the Condominium Board could be viewed as an agent or conduit for the Unit Owners, in which case each Unit Owner would be required to report a proportionate share of non-membership and possibly membership income (and the deductions attributable thereto) directly on such Unit Owner's own income tax return.

The tax treatment of the Condominium may be affected by certain United States Treasury Department regulations relating to entity classification. The qualification of an organization as a homeowners association is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year it may nevertheless qualify in one or more future years.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or The City of New York Department of Finance will allow any of the deductions discussed in this Section of the Plan, or that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Sponsor's Counsel bases its opinion, will not change. In no event will Sponsor, Sponsor's Counsel, the Condominium Board, the Selling Agent, the Managing Agent or any other Person connected with this offering be liable if at any time it is held that the Unit Owners, or any of them, are

not entitled to such income tax deductions. In addition, no warranties are given by any of the aforesaid parties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Units offered under the Plan, and no Person has been authorized to give any such representations or warranties.

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REAL ESTATE TAXES

At such time as the Units have been separately assessed for real estate tax purposes, each Unit will be taxed as a separate tax lot for real estate tax purposes and a 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 real estate taxes assessed against other Units.

Purchasers are advised to review Footnote (6) of "Schedule A – Purchase Prices of Units and Related Information" for details concerning real estate taxes for the projected First Year of Condominium Operation. The information contained therein and in this Section of the Plan is based on the real estate tax projection opinion dated June 30, 2017 prepared by Goldberg Weprin Finkel Goldstein LLP ("Real Estate Tax Counsel") set forth in Part I of the Plan.

It is estimated that the aggregate real estate taxes payable with respect to all Units for the First Year of Condominium Operation will be approximately $194,915 assuming (a) the property is not assessed as a fully completed structure, (b) an estimated taxable assessed valuation for the Units of $217,047 for the last 1 month of the 2017/2018 tax year and $1,615,930 for 11 months of the 2018/2019 tax year, assuming a tax rate of 13.00%. According to the real estate tax projection opinion dated June 30, 2017 prepared by Goldberg Weprin Finkel Goldstein LLP ("Real Estate Tax Counsel"), annual real estate taxes for all Units for the full 2018/2019 fiscal year (the estimated post-completion fiscal year) will be $210,070 calculated on a projected assessed valuation of $1,615,930 (post-completion value). Therefore the projected real estate taxes for the First Year of Condominium Operation do not reflect the estimated full post-completion real estate taxes.

In arriving at the assessed valuation for each Unit in the Condominium, the Building is first assessed as an entity. This overall assessment is then apportioned among the respective Units, each of which will be assigned a tax lot designation once the Declaration and Floor Plans have been recorded in the Register's Office. For purposes of Schedule A, the projected real estate taxes for the Building were apportioned among the Units based on Common Interest percentages, but there is no assurance that the City of New York tax assessor will allocate real estate taxes among the Units based upon Common Interest percentages. Although the estimate of real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, apportionment among Units and tax rates, may be lesser or greater when actually established by the City of New York tax assessor. Accordingly, these estimates are to be considered opinions and are not intended, and should not be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. In no event will Sponsor, Sponsor's Real Estate Tax Attorney, Seiden & Schein, P.C. or Selling Agent be liable to any Purchaser nor will any Purchaser have the right to rescind the Purchase Agreement if the assessed valuations, tax rates or real estate taxes, when actually established by the City of New York tax assessor, are more or less than those projected herein or if any of the applicable rules or codes of the City of New York are changed in the future.

The Unit Power of Attorney which each Purchaser shall be required to sign at the Closing of Title to the Unit authorizes the Condominium Board pursuant to the By-Laws, to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate. The form of the Unit Power of Attorney shall be substantially as set forth in Part II of the Plan.

As of the Filing Date of the Plan, there are tax certiorari proceedings pending for the reduction of real estate taxes for various tax years with respect to the lots comprising the Property. Any such proceedings are at Sponsor's sole cost and expense, for Sponsor's benefit.

OPINIONS OF COUNSEL

ATTORNEY'S INCOME TAX OPINION

SEIDEN & SCHEIN, P.C.

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OF COUNSEL:
DAVID F. YAHNER
HILLARY A. POTASHNICK

May 4, 2017

East 81 Bliss, LLC
260 Madison Avenue, Suite 204
New York, New York 10016

RE: Condominium Offering Plan ("the Plan") for
318 East 81st Street Condominium
318 East 81st Street, New York, New York 10028

Ladies and Gentlemen:

You have requested our opinion concerning (i) the availability of certain deductions for federal, New York State and New York City income tax purposes (but not for purposes of the New York City earnings tax on nonresidents) to persons who purchase Residential Units for private residential use ("Residential Unit Owners") under the Plan and (ii) the proper treatment by the Condominium Board for such income tax purposes of the Common Charges paid or borne by all Unit Owners. Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986 ("Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder and such other materials as we deemed relevant, and we have assumed that the first closing under the Plan will occur in 2018.

Deductions by Residential Unit Owners for Mortgage Interest and Real Estate Taxes

Under the Plan, a Residential Unit Owner will own a Unit and its appurtenant undivided interest in the Common Elements in fee simple absolute. Accordingly, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Residential Unit Owner will be individually liable for the payment of such real estate taxes. A Residential Unit Owner may also mortgage such Unit and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness.

In our opinion under present law, subject to the limitations set forth herein and subject to limitations imposed on the deduction of itemized deductions, an individual Residential Unit Owner who itemizes such deductions will be entitled to a deduction in computing the Residential Unit Owner's taxable income for federal income tax purposes for bona fide mortgage interest incurred with respect to such Unit in the year paid or accrued provided that, up to the aggregate amount of $1,000,000.00 (or $500,000 in the case of a married individual filing a separate return)for all qualifying mortgages on all qualifying Units, (a) the mortgage does not exceed the lesser of (i) the Residential Unit Owner's original basis in such Unit plus the cost of improvements, if any, or (ii) the fair market value of the Unit and (b) such Unit is a "qualified residence." A Unit will be a "qualified residence" if it is either (i) the Residential Unit Owner's "principal

residence" as that term is defined by Section 1034 of the Code, or (ii) a residence as defined by Section 280A(d)(1) of the Code and the Residential Unit Owner selects it as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return may have two, and only two, qualified residences. In the case of a married couple filing separate returns, each taxpayer may take into account a single "qualified residence," unless by written agreement they consent to one of them taking into account a principal residence and one other residence. Under Section 461(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

In our opinion under present law, a Residential Unit Owner whose Unit is used by the Residential Unit Owner for residential purposes will, for federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to such Unit in the year paid or accrued under Section 164 of the Code.

Other rules are applicable to a Residential Unit Owner if the Unit is to be used in a trade or business or is to be held for rental. In these cases, the Tax Reform Act of 1986 will have broad impact, and no opinion is offered as to the consequences to such a Residential Unit Owner.

It is also our opinion that each Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for federal income tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year under Section 615 of the New York State Tax Law.

It should be noted, however, that the benefit of a Residential Unit Owner's deductions for mortgage interest and real estate taxes may be reduced if the Residential Unit Owner is subject to the federal alternative minimum tax, or the New York State or New York City minimum taxes (Section 55 of the Code; Sections 615 and 622 of the New York State Tax Law; Sections 11-1715 and 11-1722 of the New York City Code). In addition, it should be noted that state and local taxes, including real estate taxes, are not deductible for purposes of calculating an individual's federal alternative minimum taxable income, and that interest with respect to a "qualified residence" is generally deductible only to the extent incurred in acquiring, constructing or rehabilitating a "qualified residence" or in refinancing, without an increase in the principal amount thereof, such an indebtedness; the difference in the treatment of these and other items, for federal alternative minimum tax purposes may result in a taxpayer becoming subject to such tax even though such taxpayer has no items of tax preference.

Qualification of the Condominium Board Under Code Section 528

Common Charges will be borne by the Unit Owners and assessed and collected by the Condominium's Board of Managers ("Condominium Board").

Under Section 528 of the Code, some Condominium Boards may be eligible to be exempt from taxes on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met. Generally, these requirements are:

(i) The condominium management association must be organized and operated solely to provide for the acquisition, construction, management, maintenance and care of association property;

(ii) Sixty percent or more of the gross income of the condominium management association must consist of assessments from residential unit owners ("Exempt Function Income");

(iii) Ninety percent of the expenditures of the condominium management association must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

(iv) No part of the net earnings can inure to the benefit of private individuals other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments; and

(v) Substantially all of the units must be used as residences.

Under the Treasury regulations issued pursuant to Section 528, a condominium management association must qualify annually for the election under Section 528, and it also must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of Section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue.

Based upon your representations to us, it appears that the above Code requirements will be met as the Plan is currently structured. With respect to requirement (v) above "substantially all" is interpreted in Treasury Regulation 1.528-4(b) as meaning at least 85% of the total square footage of all units in the project. Since more than 85% of the total square footage of the units in the project will be used as residences, the "substantially all" requirement is met.

Assuming the Condominium Board is eligible to make a Section 528 election, it would still be subject to tax on any income not received as assessments or other such payment from Unit Owners; thus, if the Condominium Board realized interest income from funds on deposit, such interest may be subject to tax.

If an election under Section 528 is not in effect for a particular taxable year, the tax status of the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528 ("existing law").

Under existing law, the tax status of the Condominium Board is uncertain. The By-Laws provide that the Condominium Board will act as the agent of the Unit Owners. Thus, the Condominium Board may take the position that it is simply a conduit for receipts and payments of the Unit Owners for whom it acts as agent and not a separate entity. In such case, the Unit Owners would themselves be subject to taxation on any interest or similar income which is earned from investment of the amounts assessed and collected from the Unit Owners and/or held as reserve funds.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Condominium Board, such as the assessment and expenditure of Common Charges, the Unit Owners acting through the Condominium Board, constitute an association taxable as a corporation. In such event, such association may be deemed subject to the federal corporate income tax (and also to New York State and New York City corporate income taxes) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the Condominium Board which are deductible for federal income tax purposes.

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to the Condominium Board, either because the Condominium Board is deemed to receive and hold such Common Charges as agent for the

Unit Owners from whom the assessments were collected (Revenue Ruling 75-370, 1975 - 2 Cumulative Bulletin 25), or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association (Revenue Ruling 75-371, 1975 - 2 Cumulative Bulletin 52, *cf.* Concord Village, Inc., 65 T.C. 142 (1975)). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

In this connection, it should be noted that if the Condominium Board is determined to be a separate taxable entity for federal income tax purposes, it is possible that the limitations of Section 277 may be found to apply. If this were the case, the Condominium Board's income from sources other than Unit Owners, if any, could not be offset by the Condominium Board's expenses incurred in the provision of services to Unit Owners. It is unclear how interest or other income earned on the investment of a required reserve fund would be treated for this purpose; if such income were treated as not derived from the Unit Owners in consideration of services rendered to them by the Condominium Board, then such income may not be reduced by the Condominium Board's operating expenses with respect to the property and may result in a liability for taxes.

In the event the Condominium Board is required to pay any federal, New York State or New York City income tax and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax (*see* Old Colony Trust Co. v. Commission, 279 U.S. 716 (1929); Revenue Ruling 74-75, 1974 - 1 Cumulative Bulletin 19; Revenue Ruling 86-14 I.R.B. 1986-5, 33).

We express no views as to any federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or as to any tax status of the Plan or a Unit under the laws of any other U.S. or foreign jurisdiction.

Thus, this opinion does not deal with tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business, other than set forth herein, or for purposes of investment or the production of income, or which may result to a foreign Unit Owner by reason of such foreign status. This opinion also does not deal with the tax consequences which may arise if Units or Common Elements are acquired and/or leased by the Condominium Board. It should also be noted that under certain circumstances, a Unit Owner, by virtue of such ownership, may be deemed to become a resident of New York City. This opinion does not deal with the circumstances under which this may occur, or with the income, estate or other tax consequences that may arise therefrom. Accordingly, each person contemplating the purchase of a Unit is strongly advised to consult such person's own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

This opinion is not a guarantee and is based on existing rules of law applied to the facts and documents referred to above. No assurances or warranties are made that the tax laws upon which Sponsor's counsel bases this opinion will not change. In no event will Sponsor, Sponsor's counsel, the Condominium Board or any other person be liable if there are changes in the facts on which Sponsor's counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or rulings of the Internal Revenue Service or the applicable tax laws of New York State or New York City upon which Sponsor's counsel relied which cause Unit Owners not to be entitled to income tax deductions or to lesser amounts than described herein.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

IRS Circular 230 Disclosure: In May 2005 the U.S. Treasury Department amended the regulations known as "Circular 230," which, among other things, set forth rules and standards with respect to the rendering of federal tax advice. In general, the amended rules require such federal tax advice to include a certain level of detail and discussion and to satisfy certain other requirements, unless the advice meets certain exceptions or is accompanied by a disclosure of certain limitations of the advice. In compliance with Circular 230, the following disclosure sets forth these limitations. Specifically, taxpayers are hereby informed that (i) the Plan was not intended or written to be used, and it cannot be used, by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer by the IRS; (ii) the Plan was written to support the promotion or marketing of the transactions(s) or matter(s) addressed in the Plan; (iii) each taxpayer and the Condominium should seek advice based on such taxpayer's or the Condominium's (as applicable) particular circumstances from an independent tax advisor.

Very truly yours,
SEIDEN & SCHEIN, P.C.

By: Alvin Schein

REAL ESTATE TAX PROJECTION OPINION

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WRITERS DIRECT DIAL (212) 301-6954

June 30th, 2017

CGI Strategies
260 Madison Avenue, Suite 204
New York, N.Y. 10016

Re: 318 East 81st Street Condominium
318 East 81st Street
Block: 1543 Lot: 45
Borough of Manhattan

Ladies and Gentlemen:

You have requested our opinion as to the following:

1) An estimate of the possible assessed value and real estate taxes for the property after construction of the building and transfer to a Condominium Association.

2) An estimate of the real estate taxes for the first year of condominium operation, the period of June 1st, 2018 to May 31st, 2019.

The land area of the property is approximately 3,058 square feet. You plan to construct a six- story Class A elevator apartment building 14,900 square feet above grade with a total square footage approximately 12,500 square feet. There will be 6 residential units. The first floor there will be a two bedroom unit with three full bathrooms approximately 2,445 square feet. The unit also will have access to a private garden approximately 725.6 square feet. The second floor will be a three bedroom unit with three full bathrooms approximately 1,996 square feet. The third floor will be a three bedroom unit with three full bathrooms approximately 1,996 square feet with a balcony approximately 206 square feet. The fourth floor will be a three bedroom unit with three full bathrooms approximately 1,996 square feet with a balcony approximately 206 square feet. The fifth floor will be a three bedroom unit with three full bathrooms approximately 1,990 square feet with a balcony approximately 206 square feet. The unit also will have access to a roof terrace approximately 697 square feet. The sixth floor will be a three bedroom unit with three full bathrooms approximately 1,990 square feet with a balcony approximately 206 square feet. The unit also will have access to a roof terrace approximately 707 square feet. The hard cost of the construction is estimated to be $5,000,000 and the soft cost is estimated to be $2,000,000. You acquired the property in May 2016 for $9,250,000. A Condominium Association will own the property after the building is completed and ready for occupancy.

The setting of an assessed value is a subjective determination of an assessor. In determining the assessed value, the assessor will take into consideration the estimate of rental values, an estimate of expenses for the operation of this property, and a capitalization rate (rate of return). The assessor, armed with this information, will arrive at an assessed value. There is no hard and fast formula for setting an assessed value. Differences in estimating rental value, operating expenses and different capitalization rates will create differences in assessed value. Sometimes these differences, even small differences, can markedly change the assessed values.

The property is assessed in Tax Class 4 for fiscal tax year 2017/2018. After completion of the construction there will be an elevator apartment building with 6 residential units. Elevator apartment buildings are assessed in Tax Class 2. Tax Class 2 consists of primarily residential rental, cooperative and condominium buildings with more than 3 units. There are three subsection of Tax Class 2. Tax Class 2A is primarily residential building with no more than 6 units. Tax Class 2B is primarily residential building with seven to 10 units. Tax Class 2C is condominium or cooperative building primarily residential with 10 or fewer units. The Department of Finance would assign to the property the Tax Class 2C after completion of construction and transfer into a condominium association as there will be fewer than 10 units at the property.

The Department of Finance on January 15th, 2017 published the 2017/2018 Assessment Roll. The Department of Finance set the Tentative Assessed Value for fiscal tax year 2017/2018 at $418,000 with a taxable assessed value of $217,047. The City assessment policy ratio for properties in Tax Class 2 and Tax Class 4 is to assess at 45% of market value. The taxable assessed value is the lower of the actual or transitional assessed values. Properties in Tax Class 2C the taxable assessed value is equal to the actual assessed value. The tax rate for Tax Class 2 for fiscal tax year 2017/2018 is currently set at 12.892% and for Tax Class 4 it is currently set at 10.574%.

The recent history of assessed valuation of the Property is as follows:

Tax Year 2013/2014	Land	Total
Actual:	$122,436	$309,619
Transitional:	$122,436	$309,619
Tax Year 2014/2015	**Land**	**Total**
Actual:	$121,512	$332,865
Transitional:	$121,512	$332,865
Tax Year 2015/2016	**Land**	**Total**
Actual:	$112,078	$332,865
Transitional:	$112,078	$332,865
Tax Year 2016/2017	**Land**	**Total**
Actual:	$166,797	$495,376
Transitional:	$166,797	$495,376

The proposed assessed valuation for 2017/2018 is as follows:

Tax Year 2017/2018	Land	Total
Actual:	$418,000	$418,000
Transitional:	$217,047	$217,047

The New York City Department of Finance Real Property Assessment Division currently employs three recognized methods of appraisal in order to arrive at an assessed value. These methods are the cost of construction method, the capitalization of pre real estate tax net income method and the comparable sale price method.

The cost of construction method is based on the idea that the value of a property is reflected by the hard and soft costs of construction, plus the cost of the land.

Capitalization of pre real estate tax net income is based upon the principal idea that the estimated pre real estate tax net income generated by the property, divided by the rate of return (adjusted for the payment of real estate taxes), yields an estimate of market value.

The comparable sale price method arrives at a value by surveying market prices of similar type properties. In setting an assessed value, the assessor will typically use one, two or a combination of all three methods to arrive at an assessed value.

Based upon information provided to us, by your office, we estimate the assessed value of this building upon transfer to an entity owned by a condominium association to be **$1,615,930.**

In preparing our estimate, we have relied upon the cost of construction method to set the assessed value. We believe the cost of construction method is the most reliable method to set an assessed value for a newly constructed building. Set forth below is our analysis and estimate

COST OF CONSTRUCTION

Estimated $220.00 per square foot cost of Construction multiplied by square footage of 12,500 for Full Market Value of New Building	$2,750,000
Estimated $275.00 per square foot fair market value for the land multiplied by lot size of 3,058 = Full Market Value of Land	$ 840,950
Fair Market Value of Building Component & Land Component	$3,590,500
Estimated Assessed Value of Building Component & Land Component @ 45% of Market Value	$1,615,930
Estimate Class 2 Tax Rate of 13.00 per hundred multiplied by estimated Assessed Value = estimated Real Estate Taxes rounded	$ 210,070

The estimated real estate taxes for the residential units upon completion of the building and subsequent transfer to a Condominium Association would be $210,070.

Estimated Real Estate taxes for the first year of operation June 1st, 2018 to May 31st, 2019

You have requested the estimated real estate taxes for the Condominium for the first year of its operation, the period from June 1st, 2018 to May 31st, 2019. The estimate real estate taxes for the first year of the Condominium operations would be the real estate taxes for fiscal tax year 2017/2018, the period from June 1st, 2018 to June 30tht, 2018 and the real estate taxes for fiscal tax year 2018/2029, the period from July 1st, 2018 to May 31st, 2019.

The Department of Finance for fiscal tax year 2017/2018 set the Assessed Value of $418,000 with a Taxable Assessed Value of $217,047. Assuming a tax rate of 13.00%, we estimate the real estate taxes for 2017/2018 to be $28,216. Based on information provide to our office the building will be completed by May 2018. As such, the building will be ready to be occupied for fiscal tax year 2018/2019, the period of July 1st, 2018 to June 30th, 2019. We estimate the assessed value for the property for fiscal tax year 2018/2019 to be $1,615,930. Assuming a tax rate of 13.00%, we estimate the real estate taxes for the fiscal tax year 2018/2019 to be $210,070. Based upon the above, we estimate the real estate taxes for the first year of condominium operations the period from June 1st, 2018 to May 31st, 2019 to be $194,915.

This letter was prepared by the undersigned and based upon information as supplied to him by the sponsor. There has been no independent verification of that information. The opinion expressed in this letter is the opinion of the undersigned and does not necessarily express the opinion of the Department of Finance or the Real Property Assessment Division or any other City department involved in the assessing process.

Conclusions reached by these departments may be different from the undersigned's and may result in a radically different determination. Small differences in income, expenses and capitalization rates can markedly change an estimated assessed value. While we believe our opinions are founded on reasonable assumptions, our opinion is not intended as a representation or warranty.

We consent to the inclusion of this letter in a condominium offering plan.

Very truly yours,
Goldberg Weprin Finkel Goldstein LLP

Arnold Mazel, Partner

AM: sab

WORKING CAPITAL FUND AND APPORTIONMENTS

Each Purchaser of a Unit shall be required at the Closing of such Unit to make a contribution to the working capital fund of the Condominium (the "Working Capital Fund"). Such contribution shall be in an amount equal to two (2) month's Common Charges in effect for such Unit(s).

At the First Unit Closing, Sponsor will apportion with the Condominium Board the following items (to the extent applicable) as of midnight of the date preceding said Closing:

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

(2) deposits with utility companies, if any, and fees for assignable permits and licenses, if any;

(3) charges for electricity and other utilities for the Common Elements and the Limited Common Elements;

(4) cost of fuel on hand (plus sales tax), if any;

(5) charges and receipts in connection with service, maintenance and concession contracts;

(6) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(7) cost of Building supplies on hand at Sponsor's cost (including sales tax);

(8) premiums for transferable insurance policies; if any;

(9) management fees; and

(10) other customary adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Unit Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Unit Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

When the Condominium initially commences operation, it may be necessary for the Sponsor to advance funds for the purchase of certain equipment, tools and other essential items and/or to pre-pay certain expenses such as, but not limited to, insurance. In the event that Sponsor advances any monies for the initial operation of the Condominium, the Sponsor shall be reimbursed by the Condominium within twelve (12) months of the first day of Condominium operation pursuant to a Note executed by the Condominium Board and payable to Sponsor, without interest. As of the Filing Date, it is not possible to estimate the amount of the note. If the Condominium does not have sufficient funds to timely reimburse Sponsor, it may be necessary to impose a Special Assessment on Unit Owners.

The Working Capital Fund will be held and used for working capital, or such other appropriate purposes as will be determined by the Condominium Board and may be augmented by allocations from the monthly Common Charges collected from each Unit Owner. While Sponsor controls the Condominium

Board (see the Section entitled "Control by Sponsor" in Part I of this Plan), the Working Capital Fund will not be used to reduce estimated Common Charges.

The Condominium Board will be able to utilize the money in the Working Capital Fund at any time and, accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time. However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges or Common Charges attributable to Unsold Units.

NO REPRESENTATION OR WARRANTY IS MADE THAT THE WORKING CAPITAL FUND WILL BE, OR IS INTENDED TO BE, ADEQUATE TO COVER CURRENT OR FUTURE EXPENSES, FOR THE FIRST OR ANY SUBSEQUENT YEAR OF CONDOMINIUM OPERATION. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

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RESERVE FUND

The First Year's Budget set forth in Schedule B includes a line item for a reserve fund for the sole purpose of costs and expenses related to capital repairs, replacements and improvements. For so long as Sponsor continues to own at least 1 Unsold Unit , the Condominium Board must maintain the reserve fund and any change in the amount of the reserve fund shall be made only with Sponsor's prior written consent. Since upon completion of construction the Building will be newly constructed, Sponsor does not anticipate the imminent need for capital repairs, replacements or improvements. Sponsor makes no representation that the reserve fund will satisfy the requirements of a Purchaser's lender. However, no representation is given that such needs will not arise in the future. Unit Owners will be obligated to pay their share of the cost of repairs, replacements and/or improvements to the Common Elements as the need for such arises, which could result in increased Common Charges or Special Assessments.

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MANAGEMENT AGREEMENT

It is presently contemplated that at or prior to the First Closing, the Condominium Board will enter into a management agreement ("Management Agreement") with Century Management Services, Inc., having a principal office at 440 Ninth Avenue, Suite 1500, New York, New York 10001 to act as managing agent with respect to the Condominium (the "Managing Agent"). Notwithstanding the foregoing, Sponsor reserves the right to cause the Condominium Board to engage a different managing agent (which may be an affiliate of Sponsor) to serve as Managing Agent. The identity of any different or substitute managing agent to serve as Managing Agent will be disclosed in a duly filed amendment to the Plan.

It is contemplated that the Management Agreement will provide for an initial term of 1 year commencing on the First Closing and will be automatically renewed thereafter, if not otherwise terminated by either party, for successive one year periods. The Managing Agent will receive an annual fee of $21,000 for the first year of the initial term, payable in equal monthly installments, and the management fee for each ensuing 12 month period thereafter shall increase 3.5%. Either party may terminate the Management Agreement without cause at any time upon 60 days' prior written notice to the other party. At any time, the Agreement may be terminated for cause upon notice from one party to the other.

The duties and services to be rendered by the Managing Agent include, among others:

(a) Supervise, hire and discharge employees necessary for the proper maintenance and operation of the Condominium.

(b) Cause the Common Elements to be maintained, repaired, replaced and altered in the manner deemed advisable by the Condominium Board. The approval of the Condominium Board is necessary for any expenditure of over $25,000 for any one item of ordinary repairs or alterations (other than emergency repairs or repairs to comply with a governmental notice or order).

(c) Contract for necessary services and purchasing all supplies necessary to properly maintain and operate the Condominium and its Common Elements subject to the approval of the Condominium. The approval of the Condominium is necessary for any contract with a term of more than one (1) year or in excess of $25,000.

(d) Advise the Condominium Board with respect to proper insurance coverage pertaining to the Condominium and its employees.

(e) Causing all bills received and other expenses in connection with the maintenance and operation of the Common Elements to be paid.

(f) Supervise and coordinate the moving in and out of Unit Owners and lessees and, as far as possible, arrange the dates thereof so that there shall be a minimum of disturbance to the operation of the Condominium and of inconvenience to other Unit Owners.

(g) Bill and collect Common Charges payable by the Unit Owners.

(h) Consider and, when reasonable, attend to complaints of Unit Owners and lessees, providing such complaints concern a violation of the Condominium Documents, a general Building system, service, or common area.

(i) 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

Condominium employees and the maintenance and operation of the Condominium as required by any Federal, State or municipal authority.

(j) Not later than the fifth (5th) day of each month, render monthly statements of receipts and disbursements to the Condominium Board or other designated entity.

(k) Maintaining accurate sets of books for the Condominium Board.

(l) Cooperate with the Condominium Board's accountants with regard to the annual audit of the books of account of the Condominium Board.

(m) When requested by Condominium Board, cooperate with the Condominium Board's accountants in preparing and submitting annually to the Condominium Board an operating budget of the anticipated income and expenses for the ensuing year.

(n) Attend meetings of the Condominium Board and annual meetings of the Unit Owners at the Condominium's expense to record the minutes of such meetings.

(o) Prepare and send out all letters, notices and reports as the Condominium Board may request, including but not limited to notices of meetings, special, annual and monthly, as required by the By-Laws and the Offering Plan, as directed by the Condominium Board.

(p) Assist the Condominium Board in preparing an operating budget for the Condominium for the ensuing year.

The management fee will be included as a Common Expenses as set forth in Schedule B. The Managing Agent will be entitled to additional fees for certain special services performed by it, including, among others:

(a) Fees for discretionary services rendered pursuant to the Management Agreement, which may be revised in the future by the Managing Agent or the Condominium Board:

(i) Unit Sales. In connection with the processing of an application for the sale/transfer of ownership by a Unit Owner and conducting a credit check, a nonrefundable sum of $1,000.00 to be paid by the Unit Owner/transferee and not by the Condominium Board;

(ii) Unit Leases. In connection with the processing of a lease application on behalf of a Unit Owner, a non-refundable sum of $700 to be paid by the Unit Owner/sublessee and not by the Condominium Board;

(iii) Lease Renewals. In connection with the renewal of a lease, a fee of $300 to be paid by the Unit Owner/sublessee and not by the Condominium Board;

(iv) Unit Mortgage Refinancing. In connection with Unit Owner's application for appraisal or mortgage refinancing, a fee of $500 for each application, to be paid by the Unit Owner in advance and not by the Condominium Board; and

(v) Alteration Agreements. If a Unit Owner Undertakes an alteration to an apartment requiring Condominium Board review and approval of architect's plans, issuance of building department permits, and/or the negotiation and execution of an Alteration Agreement between the Condominium Board and the Unit Owner, a fee in the amount of the greater of $500 or two percent (2%) of the alteration.

Unit Owners shall be obligated to reimburse the Condominium Board for all costs incurred related to the approval of the alterations and oversight by the Managing Agent (i.e., processing the

application, Building access, coordination, review of architect's fees, structural and mechanical engineer's fees, and safety and security personnel as needed, etc.).

(b) Reimbursement for out of pocket expenses for items such as messenger service, postage, facsimile transmissions, photocopying, printing, scanning, on-line payment service fee and other administrative expenses incurred by the Managing Agent.

The Condominium Board will indemnify the Managing Agent against liability for all claims for all acts properly performed by the Managing Agent pursuant to the Management Agreement or at the instructions of the Condominium Board, provided, however, any such indemnification shall not cover any claims resulting from the Managing Agent's gross negligence or willful misconduct.

Notwithstanding anything to the contrary set forth above, the Managing Agent's responsibility under the management agreement shall not extend to supervising or managing major capital renovations or major capital improvements, unless specifically agreed upon in writing by the parties and unless the Managing Agent receives an additional fee therefor.

The Managing Agent, at its own expense, will maintain: (i) general and umbrella liability insurance with limits of not less than $25,000,000 per occurrence and in the aggregate, which liability insurance shall cover Managing Agent's activities at Managing Agent's offices and not at the Property and which insurance shall be secondary to the similar insurance maintained by the Condominium Board; (ii) fidelity/crime insurance in an amount of not less than $1,000,000; (iii) workers' compensation and employer's liability insurance covering Managing Agent's employees; and (iv) professional liability insurance in an amount of not less than $1,000,000.

Sponsor reserves the right during the Initial Sponsor Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by the Managing Agent under the Plan and if Sponsor does so, Sponsor will cause such other managing agent to accept employment on terms substantially similar to the terms specified above. After the Initial Sponsor Control Period, upon the expiration or sooner termination of the then current agreement with the Managing Agent, the Condominium Board may designate any other managing agent to perform the duties and services to be performed by the Managing Agent under the Plan. The term "Managing Agent" when used in the Plan with respect to any time after Sponsor or the Condominium Board has designated another managing agent shall mean such other agent. The Management Agreement may not be assigned by the Managing Agent without the prior written consent of the Condominium Board.

During the Initial Sponsor Control Period, the Plan will be amended if the Condominium Board enters into any management agreement or service contract which is binding on the Condominium for more than five (5) years.

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IDENTITY OF PARTIES

Sponsor

Sponsor of the Plan is East 81 Bliss, LLC, a limited liability company organized under the laws of the State of Delaware and authorized to do business in New York, with an office at 260 Madison Avenue, Suite 204, New York, New York 10016 ("Sponsor"). Sponsor has designated the Secretary of State for service of process. The managing member of Sponsor is G&C NY Associates, LLC, a limited liability company organized under the laws of the State of Delaware.

The principals of Sponsor are Gidi Cohen and Adrian Goldstein, having an office address c/o Sponsor at 260 Madison Avenue, Suite 204, New York, New York 10065. Gidi Cohen and Adrian Goldstein have many years of real estate investment experience.

Prior Offerings

Sponsor and principals of the Sponsor have not been involved in any condominium or cooperative offering plans in the last five years and does not own ten percent (10%) or more of the unsold units or unsold shares in any condominiums or cooperatives.

There have been no prior felony convictions of Sponsor, or of Principals and no prior convictions, injunctions and judgments against Sponsor or Principals that may be material to the Plan or an offering of securities generally which occurred within 15 years prior to the Filing Date.

Attorneys for Sponsor

Sponsor has retained the law firm of Seiden & Schein, P.C., having an office at 570 Lexington Avenue, 14th Floor, New York, New York 10003 ("Offering Plan Attorney") to represent it in connection with the Plan and the closings of the Units and to serve as Escrow Agent. Jane Rosenberg, Esq. and Nichole N. Thomas, Esq. participated in and supervised the preparation of the Plan. Sponsor has also retained Seiden & Schein, P.C. to provide the Attorney's Income Tax Opinion set forth in Part I of the Plan, and to represent Sponsor in connection with matters relating to the sale and closing of Units.

Sponsor has retained the firm of Goldberg Weprin Finkel Goldstein LLP, having an office at 1501 Broadway, 22nd Floor, New York, New York 10036, to provide the Real Estate Tax Projection Opinion set forth in Part I of the Plan.

Architect of Record

Issac & Stern Architects, P.C., having an office at 307 5th Avenue, 14th Floor, New York, New York 10016, is the architect of record for the Building ("Architect"). The Architect prepared the Description of Property and Specifications and the Floor Plans of the Units and the Building set forth in Part II of the Plan. The Architect has no financial relationship to Sponsor or the Condominium, except for its fee for services rendered in connection with the Plan.

Issac & Stern Architects, P.C., has handled numerous residential and mixed-use projects in the New York metropolitan area and elsewhere, including 222 East 81st Street, 327 East 9th Street, and 2269 1st Avenue, New York, New York, among many others.

Mechanical Engineer

A&D Engineering, PLLC, having an office at 2613 East 65th Street, Brooklyn, New York 11234, is the mechanical engineer for the Building ("Mechanical Engineer"). The Mechanical Engineer has been providing engineering services for many years in New York City and recently has been the mechanical engineer

for the following buildings, among others: 22-12 Jackson Avenue, Queens, New York, 1519-1535 Bedford Avenue, Brooklyn, New York and 120 Union Street, Brooklyn, New York.

Selling Agent

Town New Development Sales and Marketing LLC, having an address, 33 Irving Place, New York, New York 10003 will be the Selling Agent for the Units ("Selling Agent"). Town New Development Sales and Marketing LLC has engaged in all phases of real estate sales and marketing, including both on-site and off-site sales of cooperative and condominium apartments at 330 East 38th Street, 60 East 13th Street, and 456 West 19th Street, New York, New York, among others. Town New Development Sales and Marketing LLC is not an affiliate of Sponsor.

There have been no prior felony convictions of Town New Development Sales and Marketing LLC or any principals thereof and no prior convictions, injunctions and judgments against Town New Development Sales and Marketing LLC or any principals thereof that may be material to the Plan or an offering of securities generally which occurred within 15 years prior to the Filing Date.

Managing Agent

Century Management Services, Inc., having an address, 440 Ninth Avenue, Suite 1500, New York, New York 10001 will be the managing agent for the Building ("Managing Agent"). The Managing Agent currently provides property management services for all types of residential buildings, including cooperatives and condominiums, including: 160 East 22nd Street, 205 Water Street and 303 East 33rd Street, New York, New York. Century Management Services, Inc. is not an affiliate of Sponsor.

There have been no prior felony convictions of Century Management Services, Inc. or any principals thereof, and no prior convictions, injunctions or judgments against Century Management Services, Inc. or any principals thereof that may be material to the Plan or any offering of securities generally which occurred within 15 years prior to the Filing Date.

Budget Expert

Sponsor has engaged Century Management Services, Inc., having an address at 440 Ninth Avenue, Suite 1500, New York, New York 10001 as Sponsor's budget expert ("Budget Expert"). The Budget Expert estimated all amounts of income and expenses in "Schedule B - Estimated Budget for Projected First Year of Condominium Operation" in consultation with Sponsor. The Budget Expert has no financial relationship to Sponsor or the Condominium, except for its fee for services rendered in connection with the Plan.

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RESERVATION OF AIR AND DEVELOPMENT RIGHTS

Sponsor has retained and expressly reserves all Development Rights that may be appurtenant to the Property and not used in connection with the original construction of the Building as described in the Plan. In addition, if the applicable provisions of the Zoning Resolution change in the future, such changes may generate transferable Development Rights which will not be included in the Property and shall be the exclusive property of the Sponsor or other Development Rights Owner, including, without limitation, the right to utilize, sell or transfer such Development Rights and to retain any revenue or proceeds generated therefrom. Neither the Condominium Board nor any Unit Owner (other than Sponsor or other Development Rights Owner) shall have any right or interest in any Development Rights. Sponsor cannot represent the amount of transferable Development Rights that could result from such changes. Sponsor or other Development Rights Owner may transfer or sell such Development Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale. In such event, a Unit Owner's views and exposure to light may be affected.

The Development Rights reserved by Sponsor or other Development Rights Owner will not be used to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Development Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Development Rights in excess of those used in connection with the initial construction of the Building in accordance with the Plan.

As set forth in the Declaration and the Unit Power of Attorney, the Condominium Board is obligated to execute any documents (including, without limitation, a declaration of zoning lot restrictions and/or zoning lot development agreement) requested by Sponsor or other Development Rights Owner in connection with the utilization, sale or transfer of Development Rights by Sponsor or other Development Rights Owner.

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REPORTS TO UNIT OWNERS

It shall be the obligation of the Condominium Board to give all Unit Owners annually:

1. a financial statement of the Condominium prepared by a certified public accountant or public accountant, within 120 days after the end of each fiscal year of the Condominium. Such statement shall be certified while Sponsor is in control of the Condominium Board;

2. at least 30 days' prior notice of the annual Unit Owners' meeting; and

3. a copy of the proposed annual budget of the Condominium at least 30 days prior to the date set for adoption thereof by the Condominium Board.

While Sponsor is in control of the Condominium Board, such budget shall be certified in compliance with Section 20.4(d) of the Regulations of the Department of Law.

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DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the GBL, copies of the Plan, all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan shall be kept on file and available for inspection without charge, and for copying at a reasonable charge, at Sponsor's office for a period of 6 years after the First Closing. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit, its Unit designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's Office when the Declaration is recorded, or in an amendment to the Declaration filed prior to the First Closing and a copy thereof will be furnished to the Condominium Board.

The Declaration and By-Laws will be recorded in the City Register's Office prior to or concurrently with the First Closing, and a copy thereof will be furnished to the Condominium Board.

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GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. The Plan does not contain a full summary of all the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents and, with respect to any such documents executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

As of the Filing Date, there are no lawsuits or other legal proceedings pending or any judgments outstanding that could materially affect the offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, or Sponsor's capacity to perform its obligations under the Plan.

To the best of Sponsor's knowledge, the Property has not been the subject of any prior public offering. As of the Filing Date, Sponsor has not entered into any preliminary binding agreements and has not accepted any funds from prospective Purchasers for the sale of Units in the Building. Sponsor has tested the market pursuant to Cooperative Policy Statement No. 1 issued by the Department of Law.

In accordance with the provisions of the Laws of the State and City of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person because of gender, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, age, religion or other ground proscribed by Law in the sale of Units offered by Sponsor pursuant to the Plan, or in the leasing of any such Units or any other portion of the Building.

Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise the Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers or prospective Purchasers, without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided, nor unilaterally change the Purchase Price or the payment terms contained in such Purchase Agreement. All substantive or material revisions to the offering will be contained in a duly filed amendment to the Plan. In the case of a substantial amendment that materially and adversely affects Purchasers, such Purchasers will be given a right to rescind their Purchase Agreements for a period of 15 days from the presentation date of such amendment by written notice to Sponsor and be refunded their Down Payments paid thereunder, with any interest earned thereon (except for Purchasers therein default under their Purchase Agreements beyond any applicable grace period). However, as to a Purchaser who first became an interim occupant of the Building after the Filing Date of the Plan pursuant to a Use and Occupancy Agreement, such rescission will be conditioned on the cancellation of such Use and Occupancy Agreement and surrender of possession of the Unit in accordance with the terms of such Use and Occupancy Agreement.

No Person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

No party other than Purchaser shall have any right or benefit herein or herefrom, including, without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of the Sponsor’s obligations hereunder and no party other than Purchaser shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the "Description of Property and Specifications" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Building except as set forth in the "Description of Property and Specifications" or as contemplated to be made as described therein.

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PART II

318 EAST 81ST STREET CONDOMINIUM
318 EAST 81ST STREET
NEW YORK, NEW YORK 10028

DESCRIPTION OF PROPERTY
AND SPECIFICATIONS

Condominium Offering Plan Prepared by Issac & Stern Architects, P.C

318 East 81st Street
New York, New York
March 13, 2017

A. Location and Use of the Property:

1. Address:	318 East 81st Street New York, NY
2. Block/Lot No.:	Block: 1543, Lot: 45
3. Zoning District:	R8B The Building will comply with all zoning and use requirements.
4. Permissible Uses:	Residential use group 2 as per New York City Zoning Resolution which permits residential use "as of right". The property and proposed use will comply with all zoning and use requirements at completion. The building complies with Chapter 8 of the zoning resolution for Quality Housing Program. Dwelling units are larger than 400 square feet, having laundry facility within each unit, and having 1" insulated glass windows with thermal break. The property is not located in a flood zone.
5. Other:	No air development rights were obtained for this development. The Sponsor is not retaining any air development rights for future expansion of the building. The development does not have landmark status.

B. Status of Construction:

1. Year Built:	The property previously consisted of two lots: 45 and 145. Both lots consisted of 3 story brick buildings over basement and cellar built in 1920 (approximate), which were situated at the northerly portion of the property along East 81st Street. The southerly portion of the property was previously occupied by stone pavement, concrete

pavement, gravel, and fencing. The proposed building is a new 6-story concrete building and is presently under construction. It is anticipated that it will be substantially completed on or about June 2018, unless delayed by weather, strikes, lockouts, acts of god, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire of the elements or any other cause over which the sponsor has no control.

2. Class of Construction: The Building will be classified as Class I-B (non-combustible) and will conform to all applicable regulations of the Building Code of the City of New York ("building code").

Recreation space is on the roof, and there is refuse storage on each floor in the common area.

3. Certificate of Occupancy: Certificate of Occupancy "CO" will be processed at conclusion of construction as required by NYC building code, including Local Law 58 and Local Law 26. The Certificate of Occupancy will provide for residential use on floors 1st thru 6th and residential accessory use such as recreation room, utilities, package room, trash compactor room, and storage at cellar. The CO application will be subject to inspections and sign-off by Department of Buildings and Department of Highway.

4. Permit Numbers & description of work done:

The plans were filed under NB application #122575481- for 316-318 East 81st with the Department of Buildings. The following Building permit was issued - No. #122575481.

Local Law 58: When complete, the Building will be in compliance with Local Law 58 (Handicapped Access Law).

C. Site

1. Size:

The total site area for 316-318 east 81st street is 30'-0" along East 81st Street and has a depth of 102'-2". Totaling a site area of approximately 3,065 sf.

2. Number of Buildings and use:

There will be one building on one zoning lot. The proposed building will consist of six (6) stories above cellar. It is used solely for residential occupancy with six (6) residential units. The cellar floor is used for recreation room, utilities, package room, trash compactor room, and storage. The cellar is also occupied by lower level accessory space appurtenant to first floor Unit. The adjacent property to the east is occupied by a 6-story brick building with basement, which encroaches into lot 45 0.33' near the southeast corner of the site. The adjacent property to the west is occupied by a 3-story brick building with a basement. The building has a common wall (party wall) that is shared with the east/west neighbor on lot 145.

There are no circumstances which may affect use or enjoyment of the property and appurtenances. This includes covenants, easements, restrictions by Landmarks, and occupancy percentages by certified artists. With regard to the zoning, high-rises are not permitted in the properties surrounding the building, so no high-rise development is expected that will affect the property.

3. Streets:

The property is fronting East 81st. (60' wide)
Length of front property line on East 81st Street = 30'-0".
The depth of the property perpendicular to East 81st Street on the easterly and westerly property line = 102'-2"

The street fronting the property is pitched to drain through catch basins. The catch basins are part of the New York City storm water drainage system. They are in usable condition. New sidewalks, curb cuts, and ramps/aprons shall be ADA compliant.

4. Drives, Sidewalks and Ramps:

The sidewalk fronting the property will be replaced with new concrete sidewalk pitched for drainage to the curb. The curb abutting the property will be replaced with new steel–faced concrete curb. Sidewalk lighting will be provided primarily by the existing New York City light poles. Items shall be in compliance with local codes.

D. Utilities

1.Electricity:

i. Electrical service to the building will be provided by Con Edison. The electric service will be distributed throughout the building to various loads and will be directly metered by Utility Company. The electricity consumed by each individual Residential Unit, Common areas and House loads (Lighting, Compactor, Elevator, Electrical Heaters, Elevator Machine Room AC, Pumps, Exhaust Fans, Fire Pump and Miscellaneous small building electrical loads), shall be separately and directly metered. Each of the Residents shall be provided with dedicated meter. Each residential unit owner as well as non-residential unit owner shall bear their own individual electric bill.

ii. The electricity consumed in the Common Elements of the building shall be separately metered and will be apportioned to residential unit owner as a residential common expense.

2. Gas: Gas will be metered by Con Edison for the building. One common gas meter will be provided for all residential and non-residential space gas loads (Ranges and Central Hot Water Heaters).
Gas meters are provided based on utility company rate schedules for building.

3. Water and Sewer: Water supply and combined sewer servicing the Building will be provided by the City of New York DEP. Water will be

collectively metered for the entire building. Billing for water and sewer will be part of common expenses shared by each residential unit owner as well as each non- residential unit owner.

4. Telephone: "Local" telephone service will be provided by Verizon, Time Warner Cable and/or another service provider. Every Unit Owner will be required to pay their individual telephone charges and initial charges for activating individual outlets in the Unit. The telephone charges with respect to the public areas of the building (such as the concierge's desk, maintenance offices, fire alarm and elevator, etc.) will be borne as a residential Common Expense by all of the Unit Owners. In each residential unit a telephone outlet will be provided in locations as indicated on the plans.

5. Cable Television: Cable Television services will be available for all Residential Units provided by Time Warner Cable TV or Verizon FIOS (or alternate cable TV company). All charges for cable television service (including installation and subscription charges) will be paid by each Residential Unit Owner, who subscribes directly to the cable TV company. In each Residential Unit, a Cable TV outlet will be provided as indicated on the plans.

6. Internet service: The condominium will not provide internet service. It is the responsibility of the unit owner to obtain such service from an internet service provider servicing the condominium.

E. Sub-Soil Conditions:

As per the Geotechnical Report prepared by Demerara Engineering, PLLC, oil at the site consists of Fill in the upper 3-ft, Sand from 3' to 7 ft below grade. Decomposed Rock and Rock was encountered during this geotechnical investigation.

Since Rock was encountered at sub grade level, shallow foundations (strip and independent footings) are constructed. Footings bearing on decomposed rock and medium hard rock are designed with 8- and 25- ton/sqft bearing capacity, respectively.

Underpinning is not required as the neighbor's footings are bearing on similar rock.

F. Landscaping & enclosures:

1. Grass Cover: There will be grass cover at rear yard and a small portion at front yard.

2. Planting: There will be assorted small shrubs planted throughout front and rear yards.

3. Trees: Tree will be one (1) tree on the sidewalk of East 81st Street as required by Quality Housing program Chapter 8 NYCBD and with compliance with New York City Parks Department regulations and New York City Department of Transportation regulations. Tree will have steel gratings at sidewalk elevation. Steel grating will cover the tree pit which is 5ft long x 10 ft wide x 3 ft deep. Grating will be located 18 inches from sidewalk steel curb.

4. Fencing: There will be a red wood fence with natural finish that sustains exterior conditions, 6ft high surrounding three sides of rear yard.

5. Gates: There are no gates.

6. Garden Wall: There are no garden walls.

7. Retaining walls: There will be a retaining wall at rear portion of the Building at the cellar level. Retaining wall will provide support for the rear garden at cellar level. Retaining wall will be made of 12" thick reinforced concrete and will be 10'-0" high. Water will be directed by one (1) cast iron drain outlet at the rear yard terrace. Removable decking will allow access to drain for cleaning and maintenance.

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

G. Building Size

1. Total height: The total height of the Building from average sidewalk elevation to top roof elevation is 60'-0"

2. Crawl Space: There is no crawl space.

3. Number of sub cellars and cellars: There is only one cellar.
There are no sub cellars.

4. Number of floors: There will be 6 floors above grade and cellar below. Approximate ceiling heights, measured from top of slab to top of slab excluding drops and soffits, are:

Cellar to 1st floor	-	10'-0"
1st floor to 2nd floor	-	10'-0"
2nd floor to 3rd floor	-	10'-0"
3rd floor to 4th floor	-	10'-0"
4th floor to 5th floor	-	10'-0"
5th floor to 6th floor	-	10'-0"
6th floor to Roof	-	10'-0"
Roof to Stair B.H. Rf.	-	8'-4"
Stair B.H. roof To elevator B.H. roof	-	10'-8"

5. Equipment Rooms: Elevator Machine Room:

There will be one elevator machine room located on the roof adjacent to the elevator; the room dimensions will be approximately 5'-6" x 7'-1". All equipment in the elevator machine room shall be properly isolated and insulated to prevent equipment vibration and noise reverberating to the units below. The elevator machine room will be vented by mechanical ventilation.

Trash Compactor Room:
There is a trash compactor room located at the cellar level. Compactor room is 14’-2” by 10’-10”.

6. Parapet:

Parapet walls will be constructed on the lot line walls and the front and rear walls of the roof terraces. The height from the finish surface on the roof terrace to the top of the parapet coping shall be a minimum of 3’-6” as required by New York City Building Code.

H. Structural System:

The primary structure was designed as a reinforced concrete frame building. The foundations and the cellar consist of spread footing and 8" reinforced concrete slab on grade. The lateral frame for wind and seismic forces is resisted by the reinforced columns, slabs and reinforced concrete shear walls. The foundation consists of spread footings. Waterproofing for the foundation walls and floor slab will consist of a sealant (primer), then Grace Bituthine 4000, then 2” exterior Styrofoam.

NYC Noise & Building Code
NYC Building Code Section BC 1207 Sound Transmission states the following minimums for sound separation:

1207.2 Air-borne Sound: Dwelling unit partitions separating the unit from any other space should have a minimum STC-50 or infield NIC-45 rating. Dwelling entry doors should have a minimum STC-35 rating.

1207.3 Structure-borne Sound: Floor/ceiling assemblies between dwelling units shall have a minimum impact isolation class (IIC) rating of 50 or infield FIIC rating of 45.

1. Exterior of Buildings

i) Exterior Walls:
Exterior walls facing the street will have 3" limestone with 1" cavity behind supported by 6" solid reinforced concrete block and Decorative Metal Panels and window system panels. Other exterior walls facing side and rear property lines consist of drainable EIFS over 8" concrete block. Interior face of walls consists of steel stud framing and gypsum 5/8" gypsum wallboard.

Insulation for front wall will consists of 2" R-10 continuous insulation, 6" CMU, 2.5" steel framing with R-11 Batt insulation. Total R value for the wall assembly is 15.27. Insulation for side and rear walls consist of 2" R-10 continuous insulation, 8" CMU, 2.5" steel framing and R-11 Batt insulation. The total R value for the wall assembly is 15.43.

Regarding water intrusion, metal flashing is provided at all copings and parapets. At the stone, there are weep holes at the base of the wall that drain water from the cavity.

EIFS is generic Sto Therm Classic Next: Warranty period is 12 years

(ii) Windows:
Window Manufactured by Reynaers S68 or approved equal. Window frame will have extruded aluminum and will be attached with anchored clips made of nonmagnetic stainless steel. Insulated glass will have 1/4" outer lite and 1/4" inner lite of clear float glass and '/2" dry air space which is herematic seal.

The work included in this section shall be fully guaranteed for performance, materials and workmanship and installation labor for a period of no less than five (5) years from the date of Substantial Completion unless otherwise noted herein.

Provide ten year warranty on aluminum, glass and paint color

Glass manufacturer shall issue a single source warranty for the entire insulated unit.

Sealant warranty: Provide 20 year VIP materials and labor warranty on all sealant work. Include cost to obtain all required manufacturer field tests.

Thermal Performance: There should be no interior condensation when the wall is subjected to 10 deg. F exterior, 70 deg. F interior (+/- 2 deg. F), 30% interior relative humidity, 15 mph exterior wind.

Window Screens will not be provided

There are no lot line windows on the building.

(iii) Landmark: The proposed building does not have Landmark status.

2. Parapets and Copings: The parapets will be masonry walls reinforced with vertical dowels embedded into the concrete slab and waterproof stucco finish (stone finish at front wall). Parapet walls will have an aluminum base cap flashing used to cap the parapet. The parapets will be 3.6" high above finish roof or terrace as per NYC Building Code.

3. Chimneys and Caps: The building will have a 24" diameter residential trash chute vent that terminates at roof level. There will also be six (6) 3" diameter hot water heater flues terminating 7'-0" above the roof with a rain cap. There are also various exhaust vents terminating at the roof that provide ventilation for kitchen and bathrooms throughout the building. The building does not have fireplaces.

4. Balconies & Terraces: There are no Terraces.

(i) Deck finish:
Residential Units on floors 3 through 6 have balconies at the front and rear that will be finished with concrete. They will also be waterproofed as required and contain drip edges for draining water.

Roof will be finished with 2’ x 2’ concrete pavers on adjustable pedestals.

This is a concrete building. Safety glass railing will be anchored through embedded stainless steel brackets. Floor Thickness = 8” reinforced concrete.

(ii) Balustrade:
There are no balustrades.

(iii) Railings:
All balconies will have ¼” tempered glass panel railings. Glass will be framed by horizontal and vertical steel rails 1.5” x 2”.

(iv) Copings:
Limestone coping stone 2” thick x 12” wide x 48” long will be installed on top of and along full length of parapet at main roof.

(v) Soffits: There are no soffits.

(vi) Doors to balconies and terraces:
There are no Terraces.
The balconies will have fully-glazed aluminum double swing doors. Frames shall be SWD-AW 40 and fabricated from extruded aluminum with minimum thickness of 0.125". Doors shall be 1.75” thick and shall be factory finish. Doors will have 1" thick tempered insulated glass with tinted exterior finish. Frames will be thermal broken. Doors to balconies will comply with AAMA grade and performance. Doors will be manufactured by: “Alumix”, “EFCO Corporation" and/or "Mannix" and/or "Wausau" and/or "Graham Architectural Products Corp.", and/or "Fulton", and/or "Traco".

5. Exterior Entrances

(i) Exterior Entrance and Doors:
The primary entrance to the residential lobby will be from 81st Street and will have double swing doors 6’-4” wide x 8' high. Door frames will be made of extruded aluminum factory finish and will have 1/4"

tempered glass. Hardware for the main residential entrance will be manufactured by “Mckinney” or "Rickson" (or approved equal) and shall include:

Continuous Hinge	MCK-FM300
Mortise Lock	AUR 8805FL MK (storeroom)
Surface Closer	4400
Threshold	225x5AFG
Gasketing	2891AS
Door Bottom	434ARL

First floor Unit has private exterior doors leading to the front yard patio and rear yard. See “Doors to Balconies and Terraces”.

(ii) Vestibule/Entrance Lobby:
Vestibule has a fully-glazed single swing door as well a smaller single swing door to allow for H/C accessibility (interior design for hardware) Main residential entrance lobby will be 5’-2” wide, to allow for H/C accessibility.

(iii) Exterior Stairs:
There is one (1) set of exterior steel stairs that lead from rear yard at grade down to cellar patio.

(iv) Railings:
Railings are made of 1.5” steel with 0.5” balustrades supported on 2” steel members welded to bottom rail guard.

(v) Mail Boxes:
Mail boxes will be manufactured by "American Device Manufacturing Co." and/or Auth-Florence Manufacturing Co." and/or Bommer Industries, Inc." and/or Cutler Manufacturing Corp." Mailbox doors and frame will be made of extruded aluminum and will have concealed stainless steel hinges. Mailbox will have cylinder lock with two keys for each box door. Extruded aluminum will have US28 clear satin anodized finish.

Mailing will be distributed by the US Postal Service. Mailboxes will be located on the east interior wall of the residential vestibule.

(vi) Lighting:
Residential lobby entrance: Cove LED Strip manufactured by Klus Design

Exterior Lighting:

Front façade will have wall-mounted exterior grade compact fluorescent light fixtures at first floor. Rear façade will also have wall-mounted exterior grade compact florescent light fixtures at cellar patio and rear yard. Balconies also have ceiling-mounted exterior grade compact fluorescent light fixtures mounted to the underside of each balcony. Roof will have wall-mounted exterior grade compact fluorescent light fixtures along parapet and bulkhead walls.

6. Service Entrances: There is no service entrance.

7. Roof and Roof Structures:

i) Roof:
The main roof of the building is over the sixth floor. Roofing will be manufactured by "American Hydrotech Inc." and/or "Monsey Bakor" and/or “Barrett Company" and/or “Firestone” (or approved equal). Roofing material will have hot fluid-applied roofing/waterproofing membrane with rubberized asphalt in compliance with CGSB37.50, "Hot Applied Rubberized asphalt for roofing and waterproofing." Roofing will have flashing: .060 inch thick incurred neoprene reinforcing sheet and will have ASTMD 41 asphaultic based primer.

Roof Guarantee/Warranties:
20 years

ii) Drains:

Cast iron drains will be provided at roof level, which will discharge through internal leaders into the building storm systems. Cast iron drains will have double inlets for overflow.

iii) Skylights:
There are no skylights.

iv) Bulkheads:
Stair and elevator bulkheads are enclosed on the exterior side of masonry wall and will consist of 8" concrete block and stucco finish. Stair bulkhead has breakable window as per MDL requirements, 20 s.f. of 1/8" thick breakable glass in lieu of a skylight. All other sides consist of exterior steel stud walls and a stucco finish.

v) Metal Work at Roof Levels

a) Exterior Metal Stairs:
There are no exterior metal stairs. There will be no convenience stair from unit 6 to the roof.

b) Vertical Ladders:
There is a metal ladder at bulkhead. Roof ladders will be made of 2 " x ¼ " galvanized flat bars welded 10" on center to 2" x ½" galvanized steel rails. Steel rails welded to 3" x 5" x 5/8 " steel angle clips bolted to masonry wall.

c) Railings:
There are no railings at roof levels

d) Hatches to roof:
There is one roof hatch that provides access to roof over bulkhead through a hatch (bulkhead roof extends outward beyond bulkhead walls to house equipment).

(iv) Roof Top Facilities:
Rooftop facilities consists of elevator machine room adjacent to elevator to the south. Equipment on stair bulkhead consists of condensers and make-up air unit.

8. Fire Escapes: There are no fire escapes.

9. Yards and Courts:

The rear yard is 30'-0" deep x 30'-0" wide and partially consists of grass cover. The aforementioned metal stair provides access to cellar level which is 6'-0" deep x 28'-6" wide. The rear yard is a Limited Common Element appurtenant to the first floor Unit. The front yard is 5'-0 deep by 30'-0" wide. A small portion of the front yard (5'-0" deep x 5'-4" wide) is also a limited common element appurtenant to the first floor Unit.

The front yard as per Zoning Resolution section 28-23: The area of the zoning lot between the street line and street walls of a building shall be planted with plants that are permanently affixed to the ground. This planting requirements should not be required at the entrances and exits from the building. The proposed plan shows planting inbetween the entrance to the building and side lot line. Planting area is approximately 5' deep by 18' wide and consists of grass area and tree shrubs that is in a full compliance with Chapter 8 Quality Housing. Planted area will be maintained by the condominium board.

(i) Paving:
There are 2' x 2' concrete pavers on mud slab at cellar patio and front yard patio.

(ii) Drainage:
There will be three (3) cast iron area drains connected to building drainage system, one (1) at front yard, one (1) at rear yard, and one (1) at rear yard at cellar patio.

(iii) Railings:
Railings at exterior rear yard will be made of 1 5/8" schedule 40 pipe galvanized steel and vertical balustrades ½' x ½". Vertical schedule 40 pipe will be 5' on center and embedded into concrete by steel brackets.

(iv) Stairs:
There is one (1) set of exterior steel stairs that lead from rear yard at grade down to cellar patio.

(v) Fencing:
There will be a red wood fence, 6ft high surrounding three sides of rear yard.

(vi) Walls:
See "Retaining Walls".

10. Interior Stairs:

i) There will be one enclosed, 2 hour fire rated stairs. Stairs extend from lowest level at cellar to roof above 6th floor.

ii) Enclosure:
Enclosure of interior stairs will be made of 25 gauge steel studs, 16" on center with double layer of 5/8" fire code gypsum board on each side. Finish gypsum board will be spackled and painted. All doors at stair enclosure will have a 1½" fire rating and will have self closing device.

iii) Construction: Stairs are steel pan stairs with reinforced cement fill.

iv) Stringers: Stringers are made of steel channels 1 ½" wide 10" deep and
¼" thick.

v) Treads: Reinforced cement 1 ½" thick.

vi) Risers: Risers are made of steel pan 14 gauge and are approximately 7.5" high.

vii) Guard Rails: There are no guard rails.

viii) Balustrades: There are no balustrades.

There is also one (1) set of convenience stairs in the building. It connects the first floor of Unit A to the Unit's accessory space at cellar.

11. Interior doors and frames:

(i) Residential unit entrance:

Hollow metal door and frame made of 16 gauge sheet metal.
Door is manufactured by: "Ceco Door Products." and/or "Curries Company" and/or "Pioneer Industries" and/or "Republic Builders Products".
Door hardware includes:

Hinges	1522 4 1/2 x 4 1/2
Lockset	10-UL 7955 OMH
Deadlock	10-UL 4875
Silence	S 1 M

(ii) Corridor doors and frames:

Hollow metal door and frame made of 16 gauge sheet metal.
Door is manufactured by:
"Ceco Door Products." and/or "Curries Company" and/or "Pioneer Industries" and/or "Republic Builders Products".
Door hardware includes:

Hinges	TA2714 4 1/2 x 4 1/2
Closer	7500
Silencers	S 1 M
Exit Device	12 8815 F x 715 ETMH

(iii) Stair Hall doors and frames:

Hollow metal door and frame made of 16 gauge sheet metal.
Door is manufactured by:
"Ceco Door Products." and/or "Curries Company" and/or "Pioneer Industries" and/or "Republic Builders Products".
Door hardware includes:

Hinges	TA2714 4 1/2 x 4 1/2
Closer	7500
Silencers	S 1 M
Exit Device	12 8815 F x 715 ETMH

iv) Roof, basement doors and frames. Hollow metal door and frame made of 16 gauge sheet metal. Door is manufactured by:"Ceco Door Products." and/or "Curries Company" and/or "Pioneer Industries" and/or "Republic Builders Products". Door hardware includes:

Hinges	TA2714 4 1/2 x 4 1/2
Closer	7500
Silencers	S 1 M
Exit Device	12 8815 F x 715 ETMH

12. Elevator – There will be one elevator.

Quantity	One (1) gearless traction elevator
Manufacturer:	DURA-LIFT, Inc.
Capacity	3500 pounds
Speed	200 F.P.M
Landings and Openings	8 landings, 8 openings front
Travel Distance:	70’-0”
Shaft Size	9’-10” x 7’-1”
Clear Cab Inside	Inside 6’-7” wide x 5’-5” deep
Cab Height	9 ’ – 0 ”
Cab Finish	SS#4
Hoistway Entrance	42" Wide x 84" High
Door Type	Formula Systems with INTGR PS.

Door Operation	Automatic operation.
Power Characteristics :	208 volts, 3 Phase, 60 Hz
Machine Room Location:	Roof
Special features	Fire service: phase I and II – NYC Code.
Maintenance	One (1) year warranty & One (1) year from inspection date. Service contract not included.
Alarm Safety System of Elevator Cab:	Emergency telephone will be manufactured by Viking

I. Auxiliary Facilities

1. Refuse Disposal: Trash Room:
The building has refuse disposal and trash chutes located on every floor with a trash compactor in the cellar. All refuse rooms and trash compactor rooms are equipped with sprinklers. The trash compactor is Tower-Pak Bager (or approved equal). It's a hydraulic tank that is 6'11" x 5'5". Refuse collects in the compactor room at cellar and is disposed of on the street on Mondays and Thursday (recycling is collected on Thursdays).

2. Laundry Room: Each Residential Unit will have provision for stackable washer/dryer within the Residential Unit, washers/dryers will be provided in each unit.

J. Plumbing and Drainage:

1. Water Supply:

i. There will be (1) DEP approved 4 inch combined domestic & fire protection water service for the property. Domestic water supply to the building from street water main will be metered. After the water meter assembly and DEP code required back flow preventer device, water is pumped from a duplex constant pressure booster pump to all plumbing fixtures and equipment in the building from the 1st floor to the 6th floor. The booster pumps system will be a lead/lag duplex pump system sized at 80GPM, 58 ft. head, 2 hp. for each pump. Pumps will be manufactured by Federal Pumps Co. or an alternate acceptable manufacturer.

ii. Water Piping:

a. Service piping - AWWA ductile iron class 52 and 104.

b. Above ground – Copper type "L" ASTM B-88.

c. All hot water pipe 1" thick and all cold water pipe with ½" thick Manville Micro-Lok AP-T plus fiberglass insulation

2. Fire Protection System:

i. The 4" sprinkler water supply with DEP approved double check detector valve for the Sprinkler system. Main flow control valve / switch is located in building water/gas meter room. 3" sprinkler riser located within the stair core. Sprinkler system will be as per New York City Building Code. All residential units (except bathrooms and closets), all common spaces, and below grade spaces are to be fully sprinkler protected.

ii. Sprinkler riser to be 3" black steel pipe schedule 40 with Victaulic couplings or equal and fittings located in stair core. Sprinkler mains 2-1/2" or larger to be Schedule 10 steel pipe, all others to be schedule 40 steel pipe. Drain risers are to be galv. Schedule 40 pipe. Location: Stair Core.

iii. Sprinkler Head: UL and MEA approved quick response, pendant, upright and sidewall sprinkler heads.

Location: Provided throughout the building. Entire building is protected by sprinklers, accept as not required by Code.

iv. Siamese connection: located as per NYC Building Department requirements at the 1st floor facade. The finish to be Polished Bronze or Brass (as per architect) with caps painted green.

3. Water Storage Tank: None Provided

4. Water Pressure and How maintained:

(i) The residential portion of the building from the 1st floor and above is furnished with separate duplex constant pressure booster system to feed one zones of water supply for entire building.

(ii) The Hydrant flow test provided by NYC DEP dated 7/22/2015 indicates a static pressure of 62 PSI with a residual pressure of 61 PSI with 500 GPM flowing.

(iii) Hose bibs and trap primers in the common areas of the cellar will operate on street pressure.

(iv) The domestic water pressure within the apartments will be maintained by the booster pump systems between approximately 80 PSI max at the basement and 33 PSI min at the roof.

(ii) Maximum pressure at any fixture will be 83 PSI as required by NYC code.

(iii) All domestic water piping including cold, hot and hot water return shall be copper, insulated and sized as required by Code. Cover all hot water pipe and all cold water pipe with 1.5 inch thick Manville micro-lok AP-T plus fiberglass insulation. Fittings and valves shall be insulated with Manville Zeston 2000PVC insulated fitting covers.

(iv) Pipe sizing and installation to be as per New York City Building Code.

5. Sanitary Sewage system:

(i) Permit as required for DEP Site connection proposal for a new 8 inch combined sewer shall be required including special inspections for control flow storm water retention.
(ii) Sewer piping materials shall be E.H.C.I. pipe hub & spigout ASTM 74; sanitary waste gravity discharge to street combined sewer, sized as required.
(iii) Building will have multiple stacks and vent system with all areas above grade flowing by gravity to adjacent sewers in street.
(iv) Sewer will be discharge into New York City sewer system.

6. Permits Required:

(i) DEP approval and permit required Site sewer connection proposal.
(ii) DEP approval and permit required for Domestic water and Fire services backflow preventer devises including required filing of GEN 236 and 215B forms.

7. Storm Drainage System:

(i) Storm drainage will be collected via roof and area drains and discharged to the combined sewer and into the street main.
(ii) Storm drainage system shall be installed as designed and as required per New York City Building Code with storm water retention roof drains that control the storm water flow on the roof. The main roof will consist of (2) controlled flow roof drains with (2) overflow roof drains.
(iii) All areas above grade will flow by gravity.
(iv) All leaders will be cast iron with No-hub fittings.

K. Heating Systems:

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

2. Heating for apartments will be provided by an HVAC system with VRV-3S ducted, split type individual electrical heat pump units, manufactured by Daikin or approved equal, see tabulation below.

Heat is provided in accordance with the controls sequence. Heating system is designed based on energy performance maintaining space temperature settings from local thermostat for each unit. Each indoor unit will have a programmable thermostat. The thermostat will maintain space temperature based on time of day settings. The Heat pumps will have MEV 13 filters.

3. Domestic hot water is provided by 2 central hot water heaters direct gas-fired 81 gal each. Hot water heaters located in the roof mechanical room with 4" vents with a back draft protection. Each water heater will have an instantaneous recovery of approximately 166 GPH @90 Degree F. Heaters will be manufactured by A.O. Smith. The system will have circulation pumps and hot water return piping to maintain the temperature of the hot water circulated to fixtures as per NYC code. There are no instant hot water system in the residential units.

4. Heating units: See Air conditioning tabulation in Appendix for equipment schedule.
   (i) Heating for the residential lobby in the 1st floor will be provided via dedicated mini-split electrical heat pump.
   (ii) Heating for the stairwells will be provided with Electrical baseboard heater located at the exit/entrance at the roof.
   (iii) Heating for the bath rooms will be provided with Electric floor heating system with harmony thermostat.
   (iv) Heating for other support spaces including utilities room will be provided by local electrical baseboard heaters.

5. Hot water and refrigerant water piping is Type K, Type L, copper for Sizes less than 3" and schedule 40 steel for sizes 3" and above.

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

7. Valves are rated for the temperatures and pressures of the system they serve.

8. See Appendix table for energy efficiency rating

L. Gas supply

1. Natural gas metered service is supplied by Con Edison

2. One common gas meter will be provided for all residential and non- residential space gas loads (Ranges and Central Hot Water Heaters). Gas meters are provided based on utility company rate schedules for building.

3. Gas pipes to be Schedule 40 as per New York City Building Code. All gas piping up to 3" in size shall be Schedule 40 ASTM, A53A black steel with screwed malleable iron fittings. All gas piping 4" in size or larger shall utilize welded fittings.

M. Air Conditioning

1. The air conditioning systems are designed to provide 72°F maximum indoor temperature in heating mode and 75°F minimum indoor temperature for cooling mode to comply with the NYC Energy Code. This shall be accomplished with outdoor design NYC design conditions of 12.6° for heating and 89.3 DB and 73 WB for cooling. A year round heating and cooling system consisting of Daikin VRV-3S mini-split type heat pump system with roof mounted condenser units for each residential apartment unit. All apartment air handlers have ducted air distribution inside apartments. Refrigerant water pipes will be constructed of copper and insulated. Piping will consist of a 2-pipe system. Units inside the apartments will have the ability to either provide heating or cooling, but cannot provide heating and cooling at the same time. Each electric heat pump unit will be provided with its own heating and cooling thermostat and function per the sequence of operation outlined. The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions

2. Apartments are cooled by the ducted system; stairs are unconditioned.

3. Every units has its own condenser, which is located on roof. Condensers are Daikin or approved equal. In addition to being located on the roof, condensers are mounted on pads with vibration isolators, which greatly reduces sound transmission.

4. See appendix table for energy efficiency rating

N. Ventilation:

1. Bathrooms are provided with roof mounted common exhaust fan at the NYC code required intermittent rate of 25 CFM/toilet. The main vertical exhaust risers exhaust air to the roof level by roof mounted exhaust fan(s). Fan will have duct mounted static pressure sensor with VFD drive on each main roof exhaust fan.

1. All kitchens for apartments ventilated by ceiling mounted local exhaust fans at the NYC code required intermittent rate of 100 CFM/kitchen as well as common exhaust fan. The main vertical exhaust riser exhausts air to the roof level by roof mounted common exhaust fan. Roof fan will have duct mounted static pressure sensor with VFD drive on each main roof exhaust fan.
2. Apartment Laundry rooms are provided with vent-less electric clothes dryer systems.
3. Residential units are also ventilated via operable windows.
4. All common areas such as corridors, utility rooms, elevator lobby, stairs are provided with fresh air supply in accordance with NYC mechanical code. Trash compactor is provided with exhaust.

O. Electrical System:

1. Electrical System: Electrical service will be provided into cellar main electric room. Service from Con Edison shall be sized as per building's electrical loads in accordance with the New York City Electrical Code. Service to the building will be 120/208 volt, 3- phase, 4 wire and distributed to residential and base building distribution systems via power and lighting panels. Dedicated service and electrical equipment for Residential and base building distribution systems are sized based on their respective loads.

2. Main electrical room consolidating residential and common area electrical equipment is located at the cellar of the building. Local distribution equipment for Residential units is situated in their respective spaces. Power for residential units is distributed from meter banks and disconnect switches in main electrical room.

3. Service to Individual Residential Units from meter banks include dedicated feeders that run to each Residential Unit and terminates at the apartment panel boards. Residential Unit

feeders sized as required by load and voltage drop. Each residential unit feeder is protected by individual overcurrent protective device at the meter bank location and consist of 100A 2-pole single phase circuit breakers for apartments: B, C, D, E, F & 125A 2-pole single phase circuit breakers for apartment: A.

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

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

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

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

8. Adequacy:

Residential:

(i) Service: Capacity provided for each Residential Unit will be in accordance with Code requirements, sized at 100 or 125 Ampere at 120/208V, 1 phase, 3 wires. Service will be adequate to meet normal apartment appliance, lighting and air conditioning loads.

(ii) Lighting and Fixtures: Shall be in accordance with Architectural reflected ceiling plan and lighting fixture schedule.

(iii) Convenience Outlets: Receptacles will be provided in all rooms to meet the New York City Electrical Code. All receptacles in apartments will be protected with AFCI (Arc Fault Circuit Interrupting) type circuit breakers, except as otherwise required by NYC Electrical Code.

(iv) Appliance Outlets: Appliance receptacles will be provided in kitchens. Dedicated appliance receptacles will be provided for laundry equipment and individual loads such as cooking range and clothes washers & dryers. Ground fault receptacles will be provided in all bathrooms, kitchens, and at Residential Unit terraces.

a. 20 amps, 120V circuits are provided to handle lighting and general purpose receptacles.

b. 20 amps, 120V circuits are provided in the kitchen area for 120V kitchen appliances.
Each appliance outlet above counter will be GFCI type.

c. 20 amps, 120V circuits in the bedrooms area are provided with AFCI type circuit breakers in the apartment panels.

d. 2p-30 amps, 208V, 1 phase service are provided to all CU units on the roof (apt. A).
2p-20 amps, 208V, 1 phase service are provided to all CU units on the roof (apt. B, C, D, E, F)

e. 20 amps, 120V, single phase circuit for dishwashing machine are provided.

f. 2p-30 amps, 208V, single phase circuits are provided for electric washer/dryer units.

g. Public area lighting complies with Housing Maintenance Code and Multiple Dwelling Laws.

9. Emergency generator: not required by NYCBC/not provided

P. Telephones, Intercom and Security Systems:

1. Telephone services will enter the building from East 81st Street and be fed to a telephone room located on Cellar level. It will then be distributed throughout the

building through risers and sleeves. Each Residential Unit will receive telephone service to a closet within the unit.

2. Wiring will be installed in each Residential Unit to enable the Unit Owner to obtain telephone and cable
television service at the Unit Owner's Expense.

3. The building will not be equipped with a Master Television Antenna System.

4. Video Intercom system will be provided by Urmet manufacturer, model 1145/53 or approved equal.

5. No CCTV security system is provided

Appendix

PUMPS' SCHEDULE

PUMP CO	ABBREV.
RESIDAL PUMPS Co.	RES
PEERLESS PUMP	PP
SYNCHROFLO	SF
STANCOR	ST
BELL & GOSSET	B&G

DESIGNATION	NO. OF SETS REQUIRED	G.P.M. OR C.F.M.(EACH)	T.D.H. (FEET HEAD)	MODEL NO.	MECH. SEAL	STAGES	VERT. SPLIT	HORIZ. SPLIT	WORKING PRESS.	H.P.	R.P.M.	VOLTS	PHASE	CYCLE	MANUAL CONTROL	STARTING STEPS	AUTO CONTROL	PILOT LIGHT	PRESSURE GAUGE RANGE	CONTROL CENTER	EMERGENCY POWER	SUBMERSIBLE PUMPS	CUSHION TANK 120GAL
SP-1 DUPLEX SEWAGE PUMPS (CELLAR LEVEL)	1	75	32	VSH-6F-(5)-4 (FED)	-	-	-	-	-	5	1750	208	1	60	-	-	X	-	-	-	-	X	-
SP-2 DUPLEX SUMP PUMP (CELLAR LEVEL)	1	100	29	VSP-2A-1.5-4 (FED)	-	-	-	-	-	1½	1750	208	1	60	-	-	-	-	-	-	-	X	-
SP-3 SUMP PUMP (ELEVATOR PIT)	1	45	20	SE50 (ST)	-	-	-	-	-	½	3600	115	1	60	-	-	X	-	-	-	-	X	-
WB-1 DUPLEX MINI BOOSTER SYSTEMS	1	60	58	2820 (B&G)	-	-	-	-	-	2	3500	208	3	60	-	-	-	X	X	X	X	X	X

+ OR EQUAL

FAN SCHEDULE

FAN NO.		TE-1,2	EF-1	KE-1	FA-2
LOCATION		ROOF	BULKHEAD	BULKHEAD	BULKHEAD
SERVICE		CEL.-6th FL	CEL.-6th FL	1st-6th FL	2nd-6th FL
TYPE		CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL
FAN DATA	CFM	540	700	600	500
	STATIC PRESS (IN WG)	1.5	.625	.625	.625
	ARRANGEMENT	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE
	FAN SPEED (RPM)	1,600	1,650	1,600	1,600
MOTOR DATA	MOTOR SPEED (RPM)	1,725	1,725	1,725	1,725
	MOTOR HP	1/8	1/4	1/8	1/8
ELECTRICAL DATA		115/1/60	115/1/60	115/1/60	115/1/60
APPROX. OPERATING WEIGHT, LBS.		28	30	22	28
MANUFACTURER		GREENHECK	GREENHECK	GREENHECK	GREENHECK
MODEL NO.		G-084-VG	G-097-VG	G-085-VG	G-084-VG
MOTOR OPERATED DAMPER (W/THRUST)		115/1/60	115/1/60	115/1/60	115/1/60

REMARKS:
1. PROVIDE MOTORIZED DAMPER FOR EXHAUST FAN 300 CFM AND MORE. PROVIDE BACKDRAFT DAMPER (BDD) FOR EXHAUST FAN LESS THEN 300 CFM.
2. ALL FANS SHALL BE EQUIPPED WITH SPEED CONTROLLER.
3. ALL EXHAUST FAN SHALL BE CONTROLLED BY TIME CLOCK.
4. PROVIDE 2-SPEED MOTOR FOR LAUNDRY FAN LE-1. INTERLOCK WITH DRYERS. LOW SPEED ACTIVATED WITH ONE (1) DRYER, HIGH SPEED ACTIVATED WITH TWO AND MORE DRYERS.

AIR CONDITIONER UNITS SCHEDULE BY APARTMENTS

FLOOR	INDOOR UNITS	CONDENSING	
CELLAR	AH-24/W + AH-24/W (OPEN SPACE)	CU-48	BULKHEAD
1ST (2 BDR)	AH-15/D (BR) + AH-12/D (BR) + AH-24/D (LR,DR,KITCH)	CU-48	BULKHEAD
2ND (3 BDR)	AH-12/D (BR) + AH-9/D (BR) + AH-9/D (BD)	CU-36	BULKHEAD
	AH-24/V/1 (LR, DR, KITCH)	CU-24/1	BULKHEAD
3RD (3 BDR)	AH-12/D (BR) + AH-9/D (BR) + AH-9/D (BD)	CU-36	BULKHEAD
	AH-24/V/1 (LR, DR, KITCH)	CU-24/1	BULKHEAD
4TH (3 BDR)	AH-12/D (BR) + AH-9/D (BR) + AH-9/D (BD)	CU-36	BULKHEAD
	AH-24/V/1 (LR, DR, KITCH)	CU-24/1	BULKHEAD
5TH (3 BDR)	AH-12/D (BR) + AH-9/D (BR) + AH-9/D (BD)	CU-36	BULKHEAD
	AH-24/V/1 (LR, DR, KITCH)	CU-24/1	BULKHEAD
6TH (3 BDR)	AH-12/D (BR) + AH-9/D (BR) + AH-9/D (BD)	CU-36	BULKHEAD
	AH-24/V/1 (LR, DR, KITCH)	CU-24/1	BULKHEAD
LOBBIES	AH-12/W (1ST FL) + AH-7/W (1ST FL)	CU-36	BULKHEAD

DECORATIVE SILL– HEIGTH CONVERCTORS HEATER BASED DESIGN ON Q-MARK

884-1 MODEL CS34-07A 3 FT. LENGTH, TWO ELEMENT, 208V, 1PH, 1,250W, 4,266 BTU/HR 250 WATTS/FT, 6.0 AMPS

NOTE: COLOR SELECTED BY ARCHITECT PROVIDE HEATERS WITH DISCONNECT SWITCH, SINGLE-POLE THERMOSTAT (SILT-4N) AND SINGLE-POLE LOW VOLTAGE RELAY WITH BUILT-IN TRANSFORMER (24 VAC CONTROL).

EL. MATT

NUHEAT, STANDARD MATT
ELECTRIC FLOOR HEATING SYSTEM WITH HARMONY THERMOSTAT (7-DAY PROGRAMMABLE) MOD. #HMT110, 110 V.

THERMOSTAT

HONEY WELL CHRONOTHERM PROGRAMMABLE ELECTRONIC THERMOSTAT MOD.#T8601B2018 (HEATING ONLY). OR EQUAL

AC 1

AC WALL MOUNTED UNIT, BASED ON "SHARP" OR THEIR APPROVED EQUIVALENT 7,500 BTU (HR). 115V/1PH/60HZ.

NOTE: INSTALL IN WALL SLEEVE PER MANUFACTURER'S RECOMMENDATIONS.

CEILING MOUNTED FAN UNITS SCHEDULE (PANASONIC)

No	TYPE	MOD.#	AIR FLOW (CFM)	STATIC PRESSURE	RPM	VOLT	WATT	WEIGHT LBS.	MANUFACTURER	INTERLOCK
KEF	KITCHEN EXHAUST	FV-11VK3	100	0.25"	1225	120	18.2	14.2	PANASONIC	LE

NOTES:
ALL FAN SHALL START FROM WALL SWITCH.

AIR CONDITIONER UNITS SCHEDULE

SPLIT-TYPE AIR CONDITIONER (HEAT PUMP) (BASED ON DAIKIN AC)

OUTDOOR UNIT

UNIT No.	MOD.#	COOLING CAPACITY (MBH)	HEATING CAPACITY (MBH)	UNIT SUPPLY VOLTAGE	CURRENT MCA/MFA (AMPS)	WEIGHT (LBS)	SEER (Btu/hr /hW)	REMARKS
CU-48	RXYMQ48PVJU	47,500	52,500	230-1-60	27/30	310	16.6	
CU-36	RXYMQ36PVJU	36,000	42,000	230-1-60	27/30	310	16.3	
CU-24/1	R2Q24PVJU9	24,000	27,000	230-1-60	16.5/20	150	16.8	"1 TO 1" SYSTEM

INDOOR UNIT

UNIT No.	MOD.#	COOLING CAPACITY (MBH)	HEATING CAPACITY MBH	AIR FLOW (CFM)	CURRENT MCA/MFA (AMPS)	REFRIGERANT	UNIT SUPPLY VOLTAGE	WEIGHT (LBS)	REMARKS
AH-7/W	FXAQ07PVJU	7,500	8,500	260	N/A	R-410A	230-1-60	26	WALL MOUNTED (DUCTLESS)
AH-12/W	FXAQ12PVJU	12,000	13,500	400	N/A	R-410A	230-1-60	26	
AH-9/D	FXMQ09PVJU	9,500	10,500	300	N/A	R-410A	230-1-60	55	CEILING MOUNTED (DUCTED)
AH-12/D	FXMQ12PVJU	12,000	12,000	400	N/A	R-410A	230-1-60	80	
AH-15/D	FXMQ15PVJU	15,000	15,000	500	N/A	R-410A	230-1-60	80	
AH-24/D	FXMQ24PVJU	24,000	27,000	800	N/A	R-410A	230-1-60	80	
AH-24/V/1	FTQ24PBVJU	24,000	27,000	800	N/A	R-410A	208-230-1-60	161	VERTICAL ("1 TO 1" SYSTEM)

NOTES:
1. FOR QUANTITY OF INDOOR UNITS (AH) CONNECTED TO THE RESPECTIVE OUTDOOR UNIT (CU) REFER TO FLOOR PLAN.
2. PROVIDE PROGRAMMABLE REMOTE CONTROLLER FOR INDOOR UNITS.
3. PROVIDE OUTDOOR UNITS WITH CONNECTION PIPING KIT AND ROOF MOUNTED SUPPLEMENTARY STEEL SUPPORTS.
4. FOR CONFIGURATION TABLE OF UNITS REFER TO DWG M-500.
5. FOR DAIKIN EQUIPMENT PURCHASE – PLEASE CONTACT RUSS VORGIETS – 973-634-2025 (MOBILE), RUSS.VORGIETS@DAIKINAPPLIED.COM
DAIKIN APPLIED: WWW.DAIKINAPPLIED.COM

AIR DEVICE SCHEDULE (TITUS)

MARK	MODEL	CFM RANGE	NECK SIZE	FACE AREA	REMARKS
SUPPLY REGISTER	300FL	0-250	12" x 6"	–	1
EXHAUST/ TRANSFER GRILLE	350FL	VARIES	VARIES	–	3
TOILET EXHAUST GRILLE	350FL	0-100	8" x 8"	–	1
RETURN GRILLE	350FL	0-400	10" X 10"	12" x 12"	4
RETURN GRILLE	TDC-AA	0-1500	18" X 18"	24" x 24"	4

NOTES:
1. PROVIDE KEY OPERATED BLADE DAMPER.
2. STRAIGHT SECTION OF SHEET METAL COLLAR SHALL BE INSTALLED IN THE SAME ROOF PENAN AND SHALL BE USED AS ACCESS DOORS FOR AIR BALANCING AND EQUIPMENT ACCESS.
3. PUT AIR DEVICE NECK SIZES ON FLOOR PLANS.
4. BORDER TYPE 3 (M-40).

RTU 1

ROOF TOOP, HEAT PUMP, MAKE UP AIR UNIT "COOODMAN", MODEL GPH16M; 2 TON, 800 CFM, 15 SEER. . OR THEIR APPROVED EQUIVALENT BASED ON "COOODMAN" 208/230V/1PH/60HZ, 40 AMPS (MAX). HEATING – 22,800 BTU; COOLING – 24,000 BTU. REFRIGERANT – R410A PRODUCT WEIGHT – 366 LBS

HWH GAS FIRED WATER HEATER

A.O. SMITH, PROMAX POWER VENT MODEL GPVT-50, 50 GAL CAPACITY, 56.0 GPH RECOVERY RATE, 50,000 (BTU), 0.70 ENERGY FACTOR

S-1 SAND INTERCEPTORS

JAY R SMITH, MODEL 0811-150, FLOW 150 GPM, 360 GAL CAPACITY

Q. TV reception facilities and telephone services

i) Cable television service will be available to each Unit owner on an individual subscription basis (separate charge), with a total of 24 outlets provided.

ii) Location of outlets: Living room and in each bedroom.

iii) The Building will be prewired for telephone service. A telephone jack will be located in the living room, bedroom and kitchen of each unit.

R. Common Area Lighting

i) All lighting in common areas except the vestibule and lobby will be ceiling and/or wall mounted incandescent or fluorescent fixtures. Lighting for the vestibule and lobby will be recessed ceiling mounted fixtures and/or wall mounted lighting.

ii) Lighting in cellar mechanical spaces and storage rooms will be fluorescent.

S. Smoke detectors

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

U. Inspections

i) Conducted concurrently with construction with final sign-off at the issuance of the Certificate of Occupancy.

- NYC Department of Buildings
- Elevator
- Mechanical And Plumbing

- Department of Air Resources
- Electrical

ii) Recurring inspections:
Local Law 11 Façade Inspection
Elevator should be inspected twice every year (6 month time period)

V. Violations

As of February 2017 there is one open DOB violation on the property and one (1) open ECB violation on the property. All violations shall be resolved by Sponsor.

W. Unit information

WD = White oak engineered hardwood floor, 5/8" thickness, 3-1 Sika AcouBond or approved equal glue down underlayment

Level 3 finish drywall, Kilz or approved equal PVA primer, and two coats finish (no lead-based paint was used on this project)

1. Finish Schedule:

Unit 1: Cellar & First Floor

Ceiling	Paint (Latex based)
Wall	Paint (latex based)
Floor	Wood – walnut
Doors	Paint (Latex based)
Base	Wood, paint
Entrance door saddle	Stone

Bathrooms:

Ceiling	Paint (latex based)
Wall	Marble tile
Floor	Marble tile
Saddle	Stone
Vanity	Stone, metal, lacquer

Shower area	Marble tile
Shower door	Tempered glass
Clear mirror above vanity	

Kitchens:

Ceiling and wall	Paint
Countertop	Caesarstone
Backsplash	Marble
Cabinets	Plastic laminate
Base	Metal

Unit 2: Second Floor

Ceiling	Paint (Latex based)
Wall	Paint (latex based)
Floor	Wood – walnut
Doors	Paint (Latex based)
Base	Wood, paint
Entrance door saddle	Stone

Bathrooms:

Ceiling	Paint (latex based)
Wall	Marble tile
Floor	Marble tile
Saddle	Stone
Vanity	Stone, metal, lacquer
Shower area	Marble tile
Shower door	Tempered glass
Clear mirror above vanity	

Kitchens:

Ceiling and wall	Paint
Countertop	Caesarstone
Backsplash	Marble
Cabinets	Plastic laminate

Base	Metal

Unit 3: Third Floor

Ceiling	Paint (Latex based)
Wall	Paint (latex based)
Floor	Wood – walnut
Doors	Paint (Latex based)
Base	Wood, paint
Entrance door saddle	Stone

Bathrooms:

Ceiling	Paint (latex based)
Wall	Marble tile
Floor	Marble tile
Saddle	Stone
Vanity	Stone, metal, lacquer
Shower area	Marble tile
Shower door	Tempered glass
Clear mirror above vanity	
Kitchens:	
Ceiling and wall	Paint
Countertop	Caesarstone
Backsplash	Marble
Cabinets	Plastic laminate
Base	Metal

Unit 4: Fourth Floor

Ceiling	Paint (Latex based)
Wall	Paint (latex based)
Floor	Wood – walnut
Doors	Paint (Latex based)
Base	Wood, paint
Entrance door saddle	Stone

Bathrooms:

Ceiling	Paint (latex based)
Wall	Marble tile
Floor	Marble tile
Saddle	Stone
Vanity	Stone, metal, lacquer
Shower area	Marble tile
Shower door	Tempered glass
Clear mirror above vanity	

Kitchens:

Ceiling and wall	Paint
Countertop	Caesarstone
Backsplash	Marble
Cabinets	Plastic laminate
Base	Metal

Unit 5: Fifth Floor & Roof

Ceiling	Paint (Latex based)
Wall	Paint (latex based)
Floor	Wood – walnut
Doors	Paint (Latex based)
Base	Wood, paint
Entrance door saddle	Stone

Bathrooms:

Ceiling	Paint (latex based)
Wall	Marble tile
Floor	Marble tile
Saddle	Stone
Vanity	Stone, metal, lacquer
Shower area	Marble tile
Shower door	Tempered glass

Clear mirror above vanity

Kitchens:

Ceiling and wall	Paint
Countertop	Caesarstone
Backsplash	Marble
Cabinets	Plastic laminate
Base	Metal

Unit 6: Sixth Floor & roof

Ceiling	Paint (Latex based)
Wall	Paint (latex based)
Floor	Wood – walnut
Doors	Paint (Latex based)
Base	Wood, paint
Entrance door saddle	Stone

Bathrooms:

Ceiling	Paint (latex based)
Wall	Marble tile
Floor	Marble tile
Saddle	Stone
Vanity	Stone, metal, lacquer
Shower area	Marble tile
Shower door	Tempered glass

Clear mirror above vanity

Kitchens:

Ceiling and wall	Paint
Countertop	Caesarstone
Backsplash	Marble
Cabinets	Plastic laminate
Base	Metal

Room type and	Unit	Floor

count	Des.	
2 bed,1 Kit, 1 living, 2.5 Bath	1	CELLAR & 1ST
3 bed,1 Kit, 1 living, 3 Bath	2	2ND
3 bed,1 Kit, 1 living, 3 Bath	3	3RD
3 bed,1 Kit, 1 living, 3 Bath	4	4TH
3 bed,1 Kit, 1 living, 3 Bath	5	5TH
3 bed,1 Kit, 1 living, 3 Bath	6	6TH

2.

2. Plumbing fixtures and appliances:

Bathroom fixtures (or approved equals):

Sink	Kohler	K-2214
Vanity faucet	Kallista	P24700-LV
Toilet	Toto USA	MS604114CEF
Bath tub	Kohler	K-1121-R
Bath tub spout	Kohler	K-14676
Tub/ shower control	Kohler	K-T14668-4
Shower set	Kohler	K-13695-CP & K-7392

5-piece Master bathroom fixtures (or approved equals):

Sink	Kohler	K-2214
Vanity faucet	Toto USA	TL960DDLQ
Toilet	Kohler	K-6303
Bath tub	Kohler	K-850
Bath tub spout	Kohler	K-T948
Bath tub control	Kohler	K-T10940-4
Shower control	Kohler	K-T10182-7
Diverter control	Kohler	K-T10185-7
Hand shower	Kohler	K-10257-A-CP
Rain shower	Kohler	K-7392

Kitchen fixtures and appliances (or approved equals):

30” Sink	Blanco	520825
Faucet	Grohe	313 78 MINTA
24” Dishwasher	Gaggenau	DF281760
Wine storage unit	Gaggenau	RW404761
36” Gas range	Gaggenau	PRG364GDH
Wall hood 200 series	Gaggenau	AW230790
36” Fridge-Freezer	Gaggenau	RB492701
Speed oven 400 series	Gaggenau	BM450710

Laundry appliances:

Washer	Bosch	(WAT28400UC)
Dryer	Bosch	(WTG86400UC)

X. Finish schedule for common spaces:

Lobby:

Ceiling	Paint (Latex based)
Wall	Glass, wood, vinyl
Accent wall	Mirror glass, wood
Floor	Marble
Doors	Glass
Base	Metal, marble
Mullions	Metal
Steps and risers	Stone
Door saddles	Stone
Mailbox shelf	Stone

Vestibules/ corridors:

Ceiling	Paint (Latex based)
Wall	Paint (Latex based)
Base	Wood, paint
Floor	Ceramic tile
Saddle	Stone

Y. Fire and/ or Smoke Safety Devices

Apartment Smoke Detection System

Each Residential Unit contains combined smoke/carbon monoxide detectors located in the required vicinity of the bedrooms. The detector is wired to a 120 volt local power supply and is self-contained with its own sounding device with battery backup. Fire Alarm central station not required for 6 story residential building

Issac & Stern

Architects, P.C.

307 5th Avenue, 14th Floor, New York, NY 10016

telephone: 212-268-5600 fax: 212-268-9911 email: info@issacstern.com

** The Sponsor reserves the rights to provide any specification, lighting fixture, appliance, equipment, etc. by different manufacturers, which are equal to, or better than those listed.

Ramy Issac, R.A.

REGISTERED ARCHITECT
RAMY ISSAC
018258
STATE OF NEW YORK

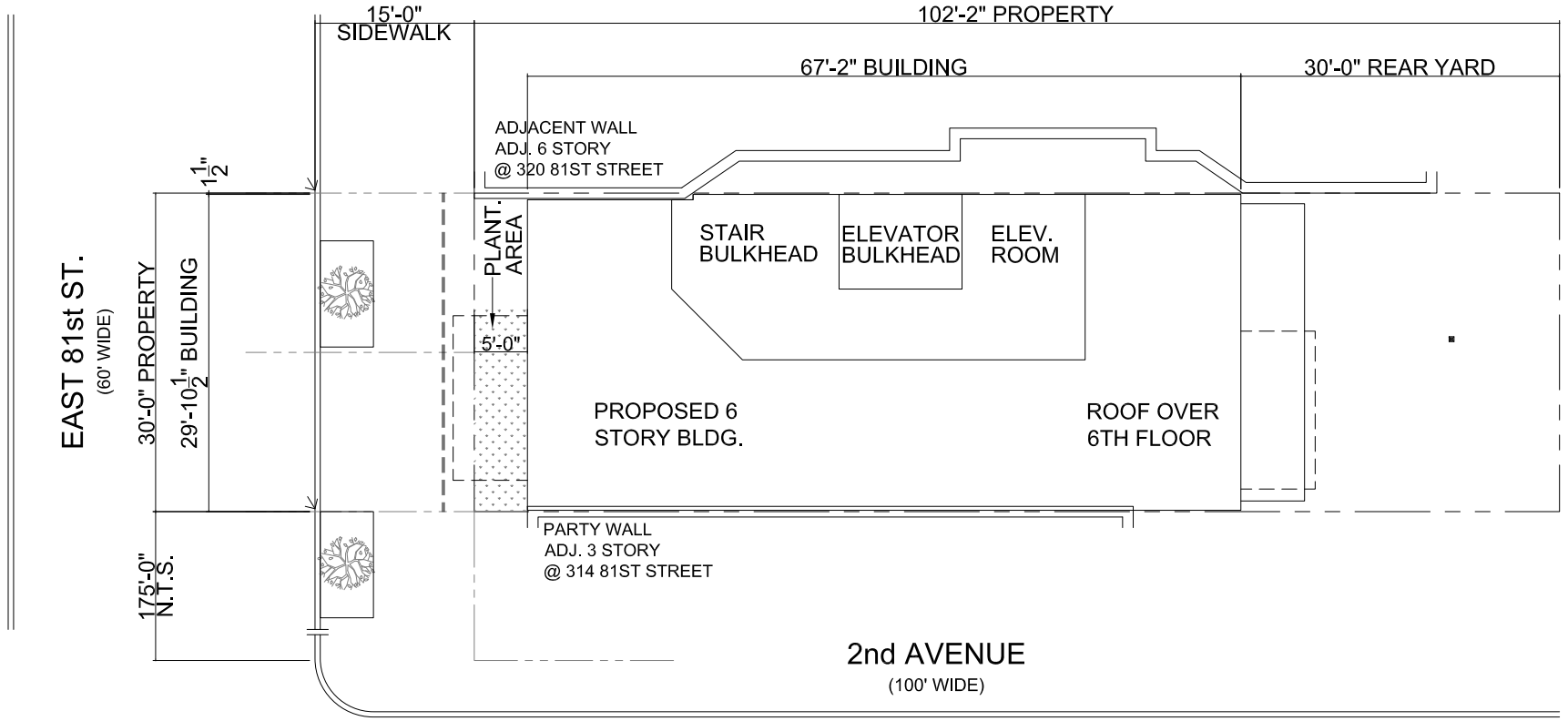
Sworn before me this 10 day
Of October, 2017

Notary Public

Notary Public
Registration #01MA6341019
Qualified In Suffolk County
Commission Expires May 2, 2020

MARTIN AUSTIN DAVID
Notary Public, State of New York
Registration #01MA6341019
Qualified In Suffolk County
Commission Expires May 2, 2020

FLOOR PLANS



SITE & ROOF PLAN

SCALE 1/16=1'-0"

EAST 81 BLISS LLC

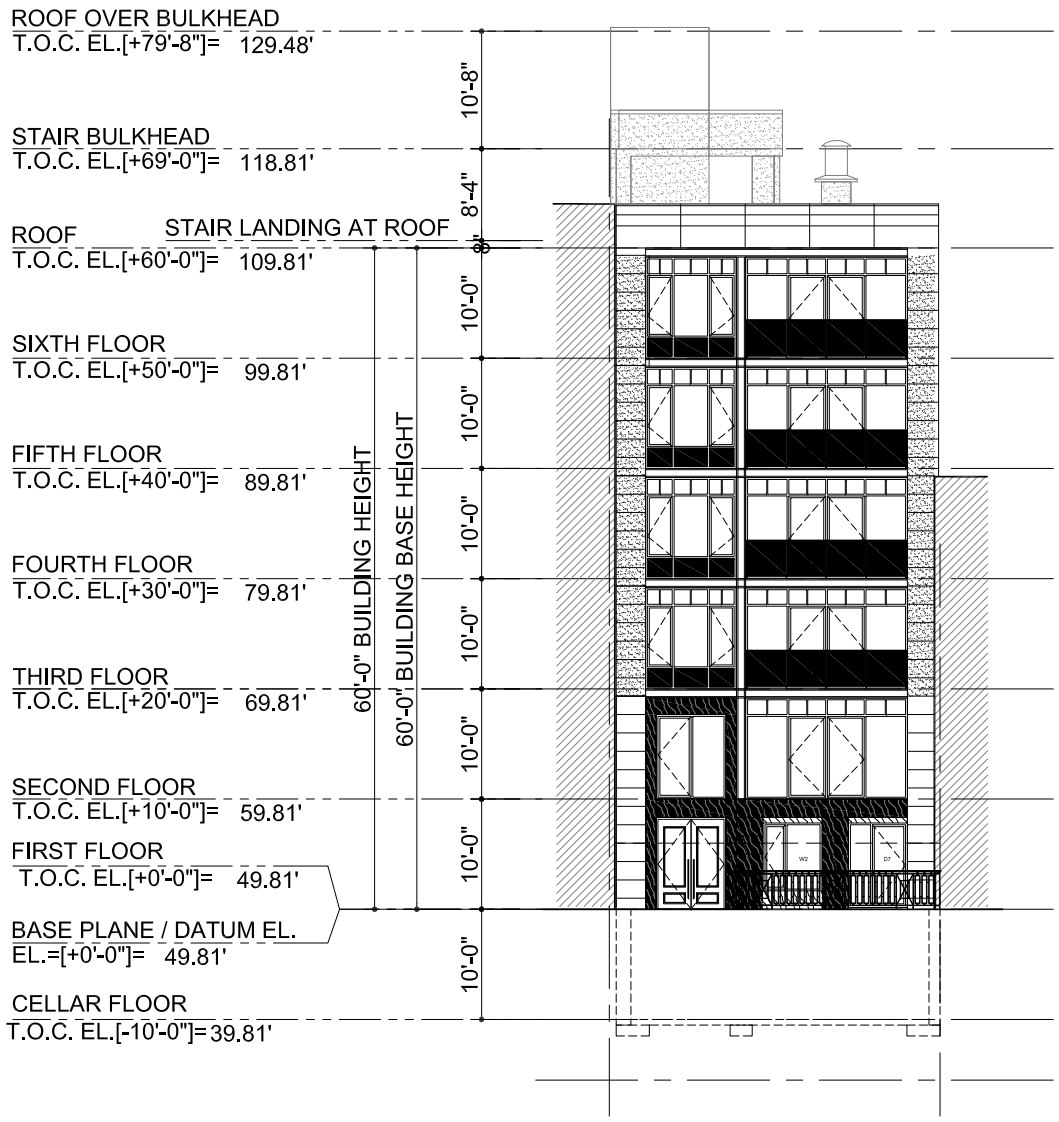
318 EAST 81ST STREET CONDOMINUM

318 EAST 81ST STREET, NEW YORK, NY 10028

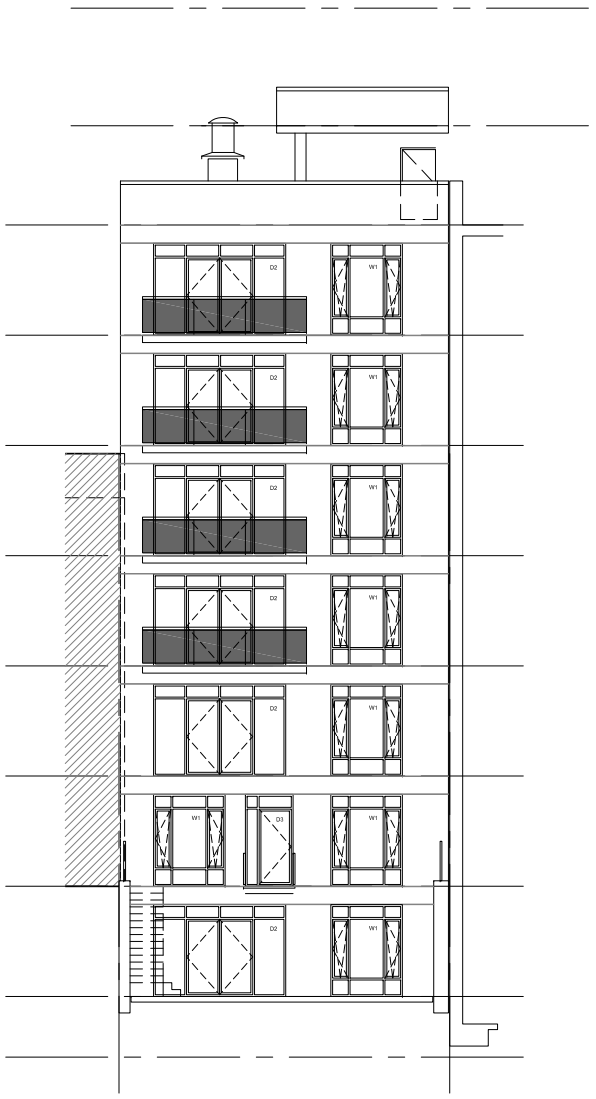
ISSAC AND STERN ARCHITECTS, P.C.

DATE: APRIL 2017

SITE PLAN



FRONT ELEVATION (NORTH)



REAR ELEVATION (SOUTH)

EAST 81 BLISS LLC

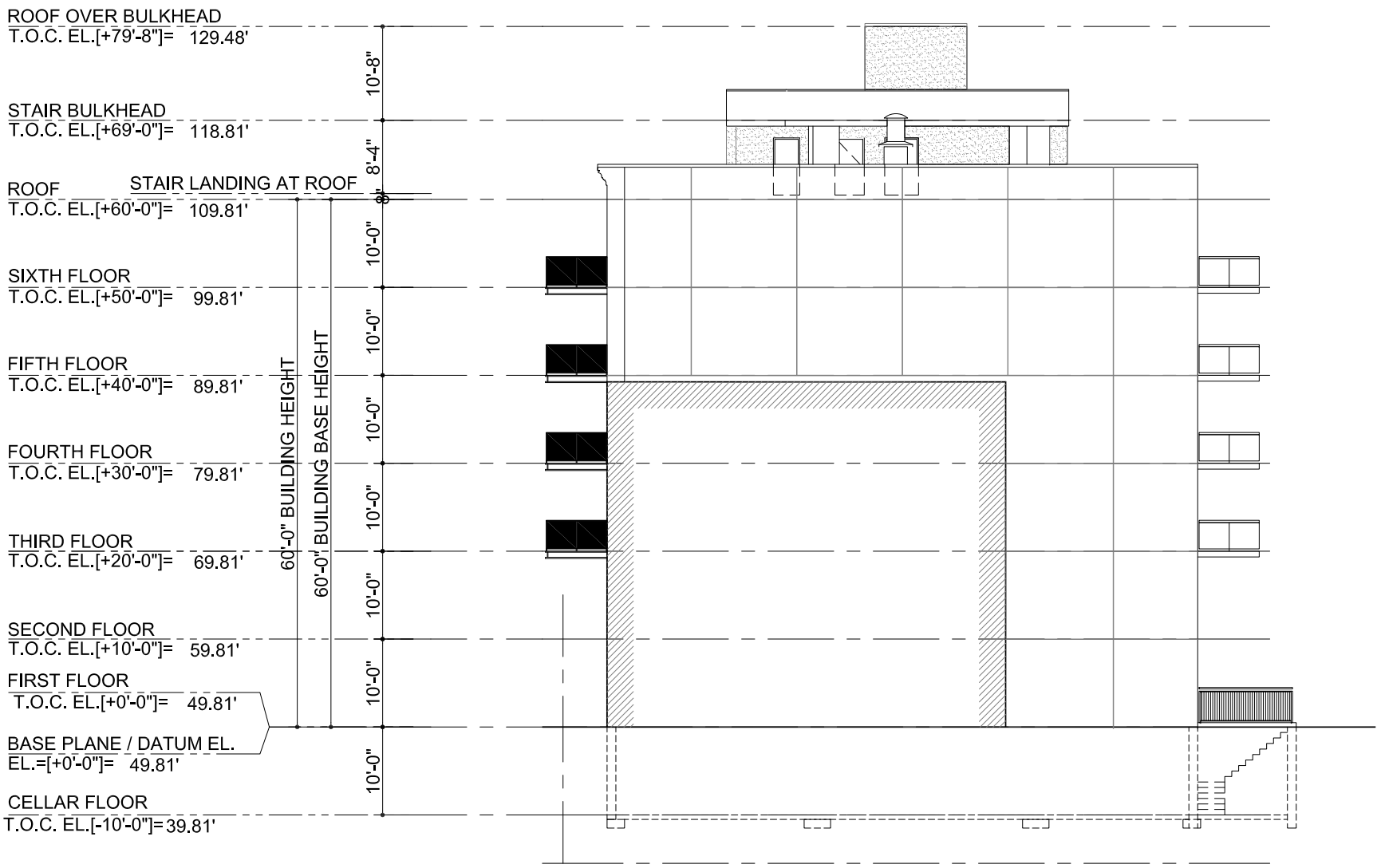
318 EAST 81ST STREET CONDOMINUM

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DATE: APRIL 2017

FRONT AND BACK ELEVATIONS



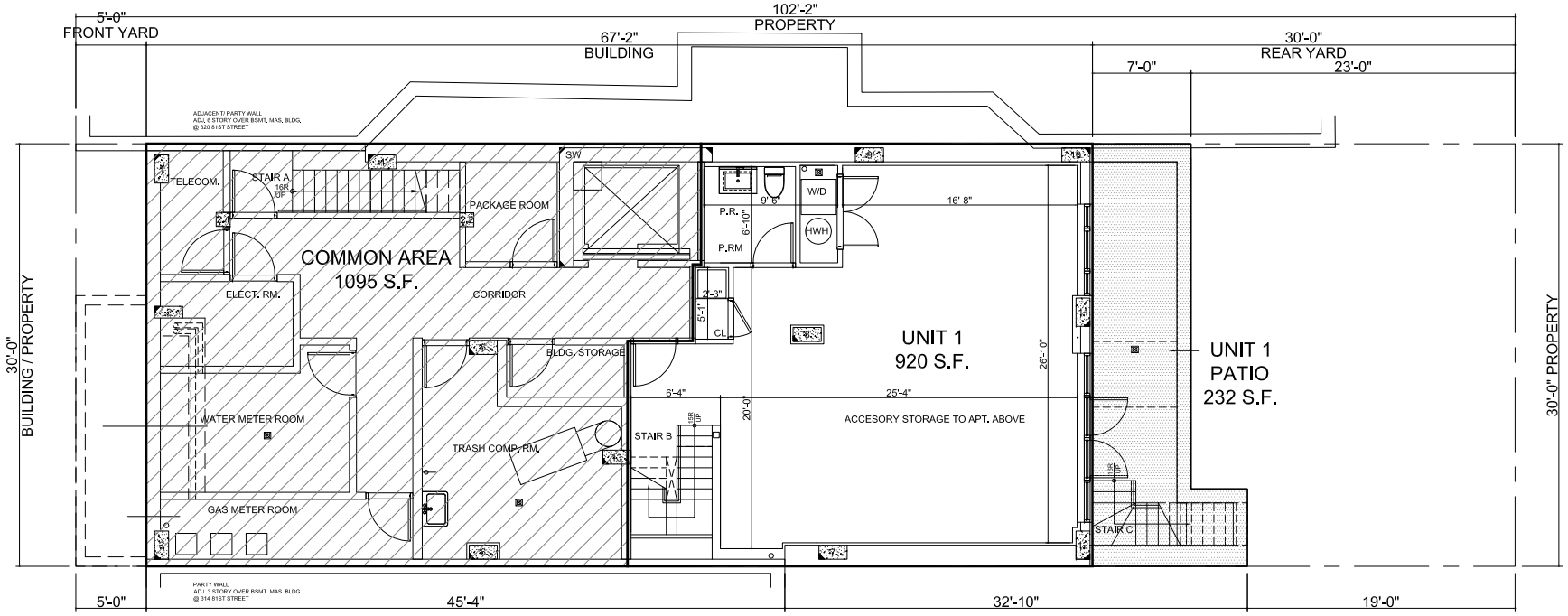
SIDE ELEVATION (WEST)

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318 EAST 81ST STREET, NEW YORK, NY 10028

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DATE: APRIL 2017

SIDE ELEVATION



EAST 81 BLISS LLC

318 EAST 81ST STREET CONDOMINUM

318 EAST 81ST STREET, NEW YORK, NY 10028

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DATE: APRIL 2017

CELLAR
UNIT 1

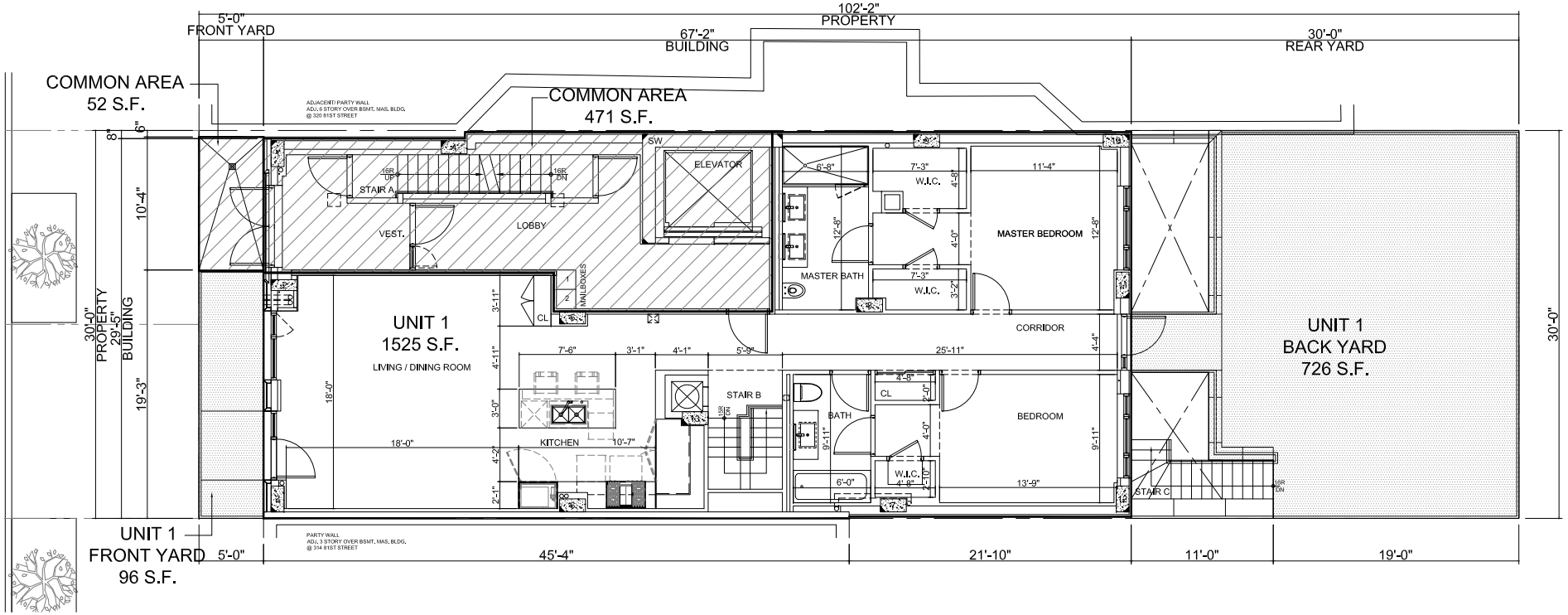
0 BED/ 0.5 BATH
UNIT 1 = 920 S.F.
EXTERIOR AREA = 232 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

COMMON AREA = 1095 S.F.

LIMITED COMMON AREA
FOR UNIT 1 = 232 S.F.

SCALE: 0' 8' 16' 24'



EAST 81 BLISS LLC

318 EAST 81ST STREET CONDOMINUM

318 EAST 81ST STREET, NEW YORK, NY 10028

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DATE: APRIL 2017

1ST FLOOR

UNIT 1

2 BED/ 2 BATH

UNIT 1 = 1525 S.F.

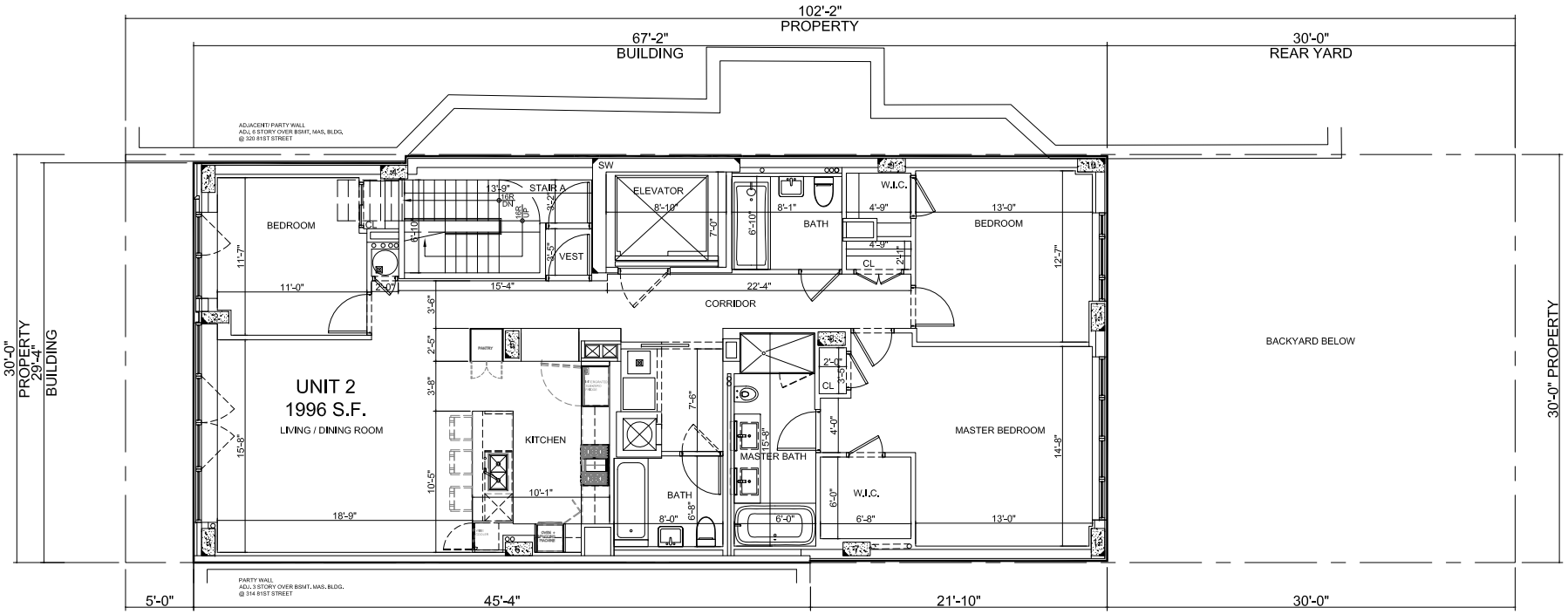
EXTERIOR AREA = 822 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

COMMON AREA = 523 S.F.

LIMITED COMMON AREA
FOR UNIT 1 = 822 S.F.

SCALE: 0' 8' 16' 24'



EAST 81 BLISS LLC

318 EAST 81ST STREET CONDOMINUM

318 EAST 81ST STREET, NEW YORK, NY 10028

ISSAC AND STERN ARCHITECTS, P.C.

DATE: APRIL 2017

2ND FLOOR
UNIT 2

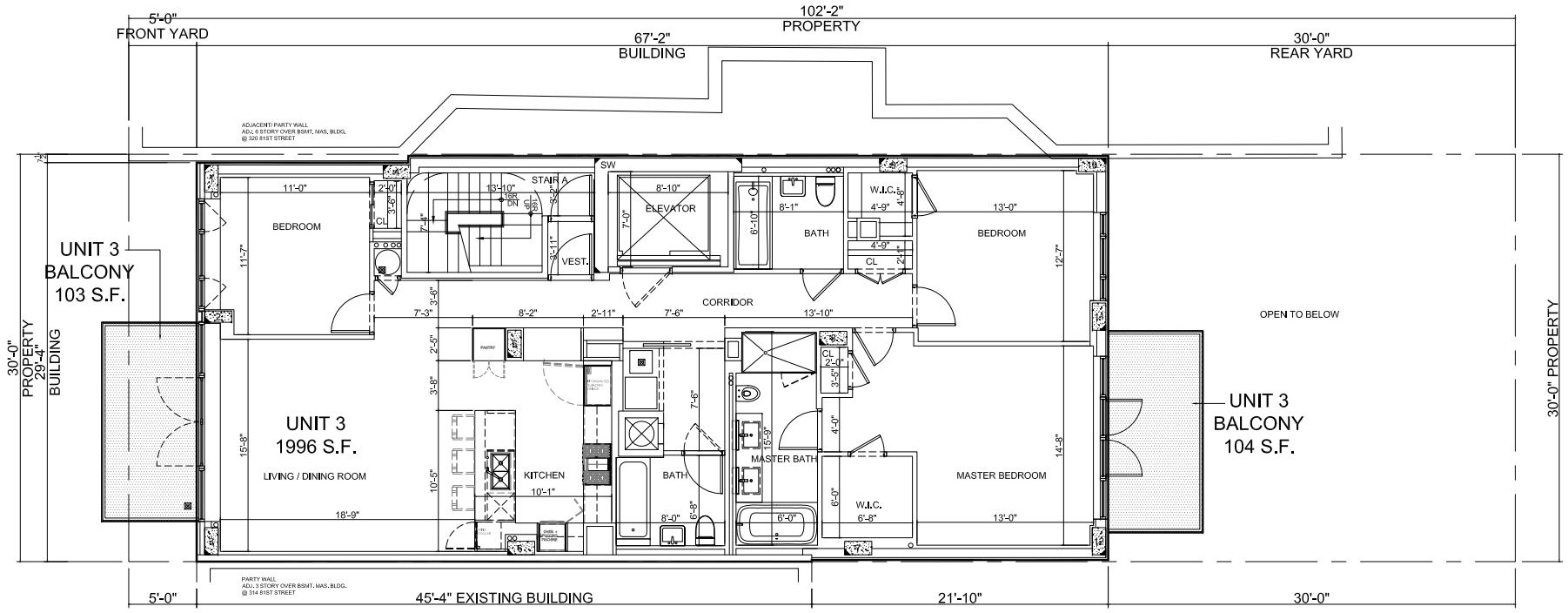
3 BED / 3 BATH
UNIT 2 =1996 S.F.
EXTERIOR AREA = 0 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

COMMON AREA = 0 S.F.

LIMITED COMMON AREA
FOR UINIT 2 = 0 S.F.

SCALE: 0' 8' 16' 24'



EAST 81 BLISS LLC

318 EAST 81ST STREET CONDOMINUM

318 EAST 81ST STREET, NEW YORK, NY 10028

ISSAC AND STERN ARCHITECTS, P.C.

DATE: APRIL 2017

3RD FLOOR

UNIT 3

3 BED / 3 BATH

UNIT 3 =1996 S.F.

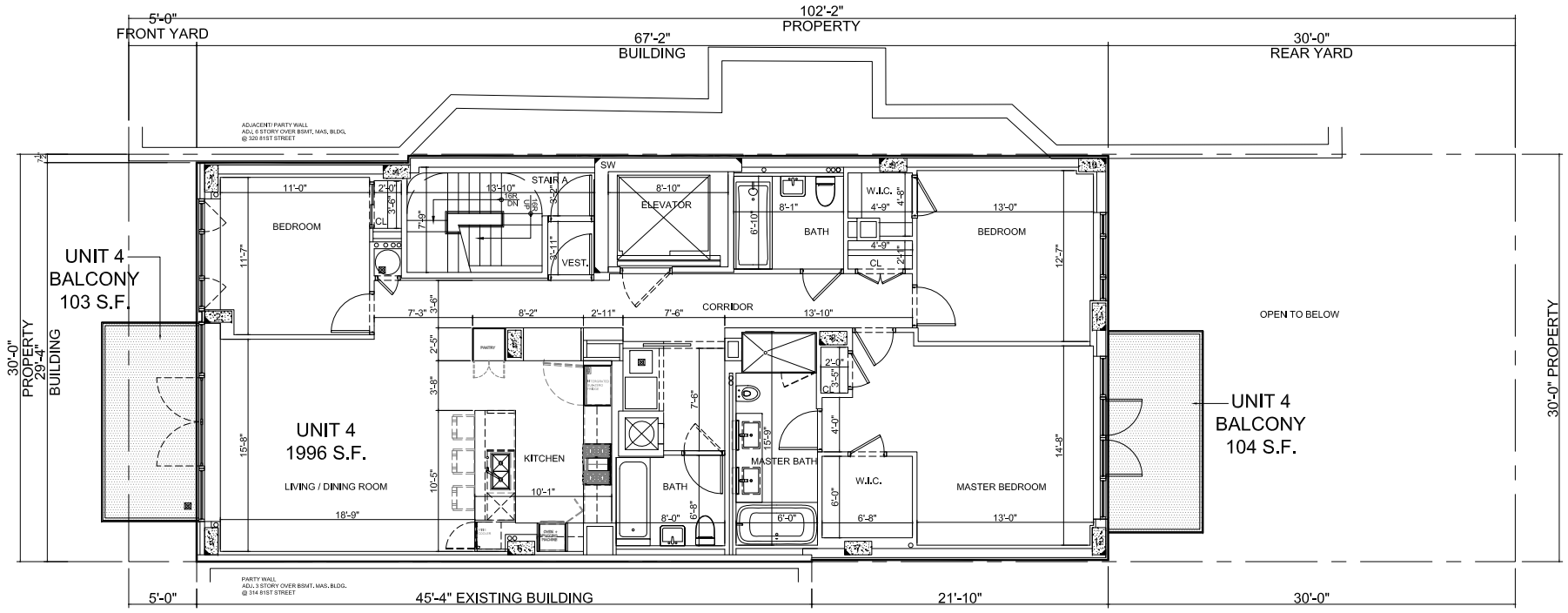
EXTERIOR AREA = 207 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

COMMON AREA = 0 S.F.

LIMITED COMMON AREA
FOR UNIT 3 = 207 S.F.

SCALE: 0' 8' 16' 24'



EAST 81 BLISS LLC

318 EAST 81ST STREET CONDOMINUM
318 EAST 81ST STREET, NEW YORK, NY 10028

ISSAC AND STERN ARCHITECTS, P.C.
DATE: APRIL 2017

4TH FLOOR
UNIT 4

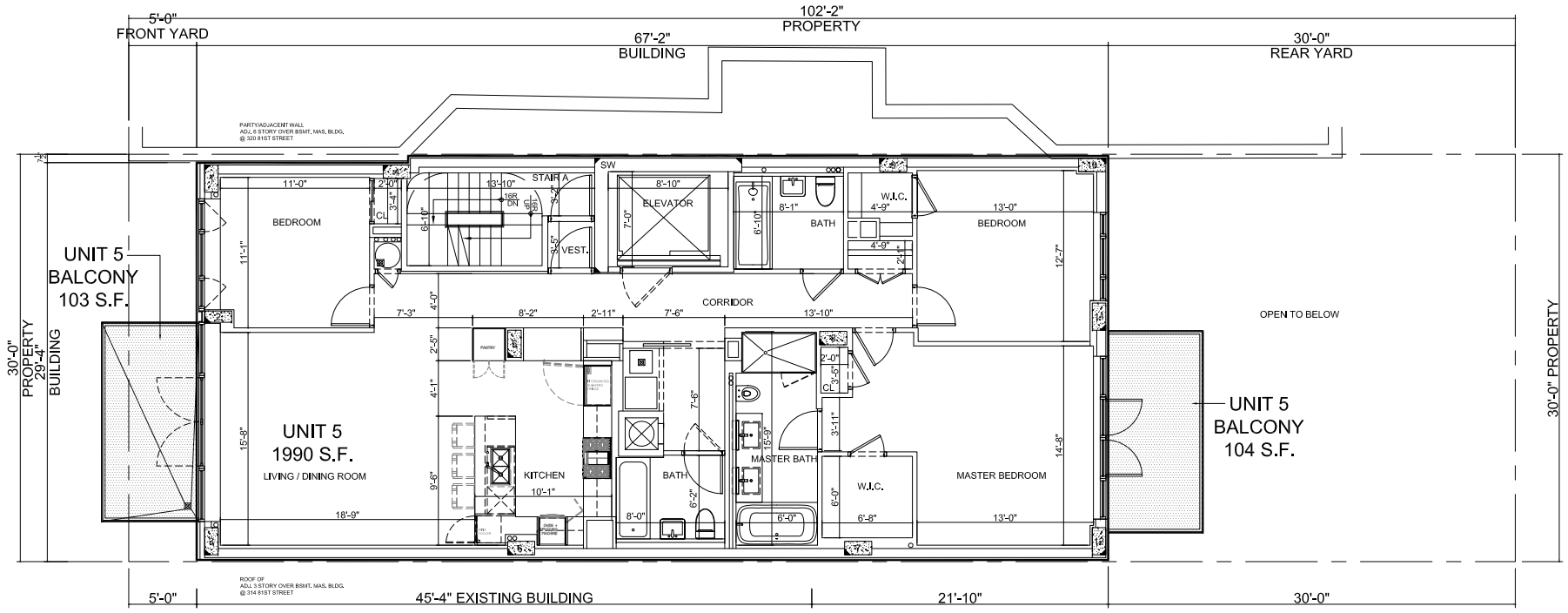
3 BED / 3 BATH
UNIT 4 =1996 S.F.
EXTERIOR AREA = 207 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

COMMON AREA = 0 S.F.

LIMITED COMMON AREA
FOR UNIT 4 = 207 S.F.

SCALE: 0' 8' 16' 24'



EAST 81 BLISS LLC

318 EAST 81ST STREET CONDOMINUM

318 EAST 81ST STREET, NEW YORK, NY 10028

ISSAC AND STERN ARCHITECTS, P.C.

DATE: APRIL 2017

5TH FLOOR

UNIT 5

3 BED / 3 BATH

UNIT 5 =1990 S.F.

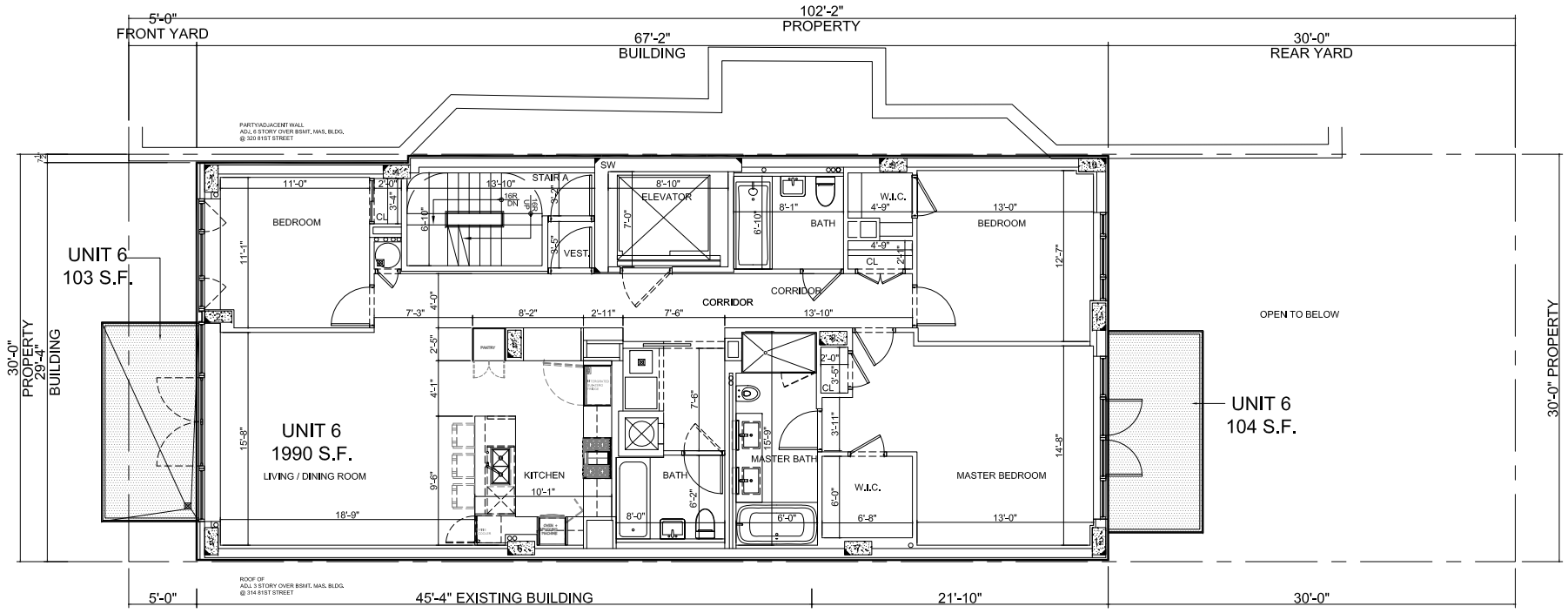
EXTERIOR AREA = 207 S.F.

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PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

COMMON AREA = 0 S.F.

LIMITED COMMON AREA
FOR UNIT 5 = 207 S.F.

SCALE: 0' 8' 16' 24'



EAST 81 BLISS LLC

318 EAST 81ST STREET CONDOMINUM

318 EAST 81ST STREET, NEW YORK, NY 10028

ISSAC AND STERN ARCHITECTS, P.C.

DATE: APRIL 2017

6TH FLOOR

UNIT 6

3 BED / 3 BATH

UNIT 6 =1990 S.F.

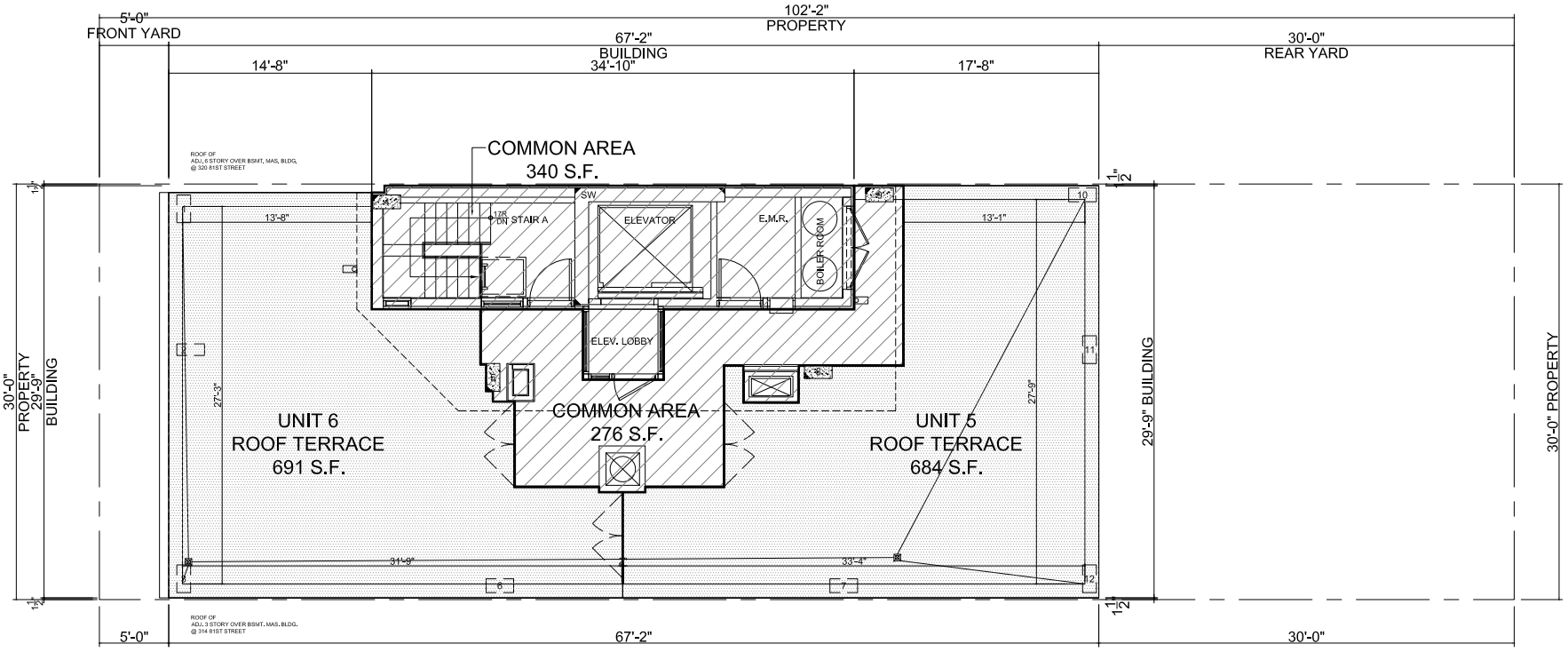
EXTERIOR AREA = 207 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

COMMON AREA = 0 S.F.

LIMITED COMMON AREA
FOR UNIT 6 = 207 S.F.

SCALE: 0' 8' 16' 24'



EAST 81 BLISS LLC

318 EAST 81ST STREET CONDOMINUM

318 EAST 81ST STREET, NEW YORK, NY 10028

ISSAC AND STERN ARCHITECTS, P.C.

DATE: APRIL 2017

ROOF

UNIT 5 & UNIT 6 TERRACES

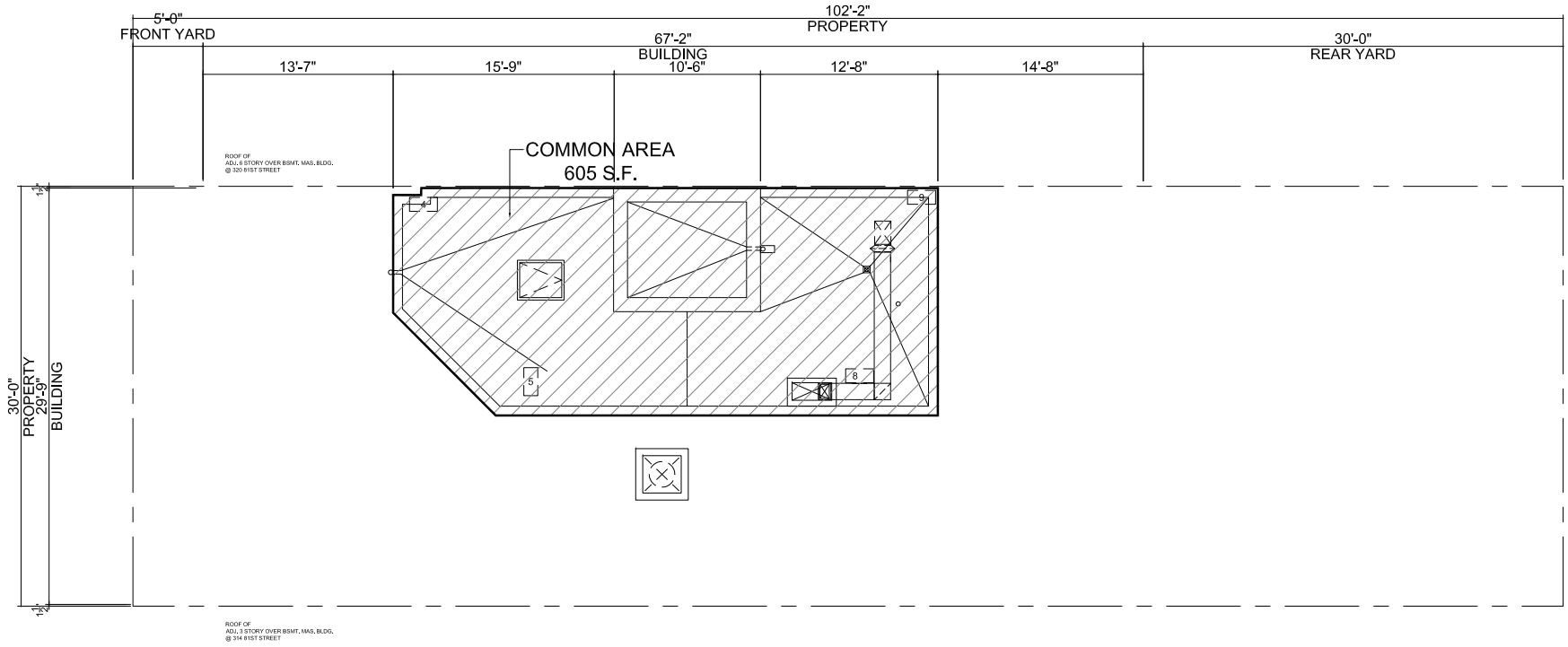
UNIT 5 TERRACE AREA = 686 S.F.
UNIT 6 TERRACE AREA = 684 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

COMMON AREA = 621 S.F.

LIMITED COMMON AREA
FOR UNIT 5 = 691 S.F.
FOR UNIT 6 = 684 S.F.

SCALE: 0' 8' 16' 24'



EAST 81 BLISS LLC

318 EAST 81ST STREET CONDOMINUM
318 EAST 81ST STREET, NEW YORK, NY 10028

ISSAC AND STERN ARCHITECTS, P.C.
DATE: APRIL 2017

STAIR & ELEV.
BULKHEAD

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

COMMON AREA = 605 S.F. LIMITED COMMON AREA = 0 S.F.

SCALE: 0' 8' 16' 24'

PURCHASE AGREEMENT

PURCHASE AGREEMENT

East 81 Bliss, LLC

Sponsor-Seller

TO

_____

and

_____

Purchaser

UNIT NUMBER _____

318 East 81st Street Condominium
318 East 81st Street
New York, New York 10028

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Schedule A – Permitted Encumbrance

Schedule B – Escrow Rider

UNIT NUMBER(S) _____

318 EAST 81ST STREET CONDOMINIUM
318 East 81st Street
New York, New York 10028
(to be executed in quintuplicate)

This Purchase Agreement (the "Agreement"), made as of the date on the signature page of the Agreement, between East 81 Bliss, LLC, a New York limited liability company, having an office at 260 Madison Avenue, Suite 204, New York, New York 10016 ("Sponsor"), and _____ and_____, having an address at _____ (collectively, "Purchaser").

W I T N E S S E T H:

1. The Plan. Purchaser acknowledges having received and read a copy of the Offering Plan for 318 East 81st Street Condominium and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least three (3) business days prior to Purchaser's signing this Agreement. If Purchaser has not received and read the Plan and all amendments thereto at least three (3) business days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement within seven (7) days from the date Purchaser signs and delivers this Agreement to Sponsor by written notice sent to Sponsor by certified or registered mail, return receipt requested, or by personal delivery within 7 days of such Purchaser's delivery of the Purchase Agreement. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding except where such provisions were requested by Purchaser and agreed to by Sponsor.

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

3. The Unit. Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the unit ("Unit") to be designated as Unit _____ in the Plan, together with the Common Interest appurtenant equal to _____%.

4. Purchase Price.

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

The Purchase Price is payable as follows:

(a) $_____ (the "Down Payment"), due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged.

(b) $_____ (the "Balance"), constituting the balance of the Purchase Price, payable on the delivery of the deed as hereinafter provided.

4.2 Checks for the Down Payment shall be made payable to "Seiden & Schein, P.C., Escrow Agent". If any Down Payment check is returned for insufficient funds or any other reason, Sponsor at its option, may declare this Agreement void ab initio and of no further force and effect, or may declare

an Event of Default by Purchaser under this Agreement which shall entitle Sponsor to exercise any of the remedies set forth in Section 15 hereof.

4.3 The payment of the Balance shall be paid by official bank check or an unendorsed certified check drawn on or issued by a New York bank or trust company which is a member of The New York Clearinghouse Association or, at Sponsor's election, upon not less than three (3) days' prior written notice, by wire as directed by Sponsor with instructions thereof provided by Sponsor to Purchaser. Checks for the Balance shall be made payable to the direct order of "East 81 Bliss, LLC" or such other party as Sponsor may designate upon not less than two (2) days' prior notice.

4.4 Prior to or concurrent with execution hereof and payment by Purchaser of the Down Payment, Purchaser, Sponsor and Escrow Agent will enter into the "Escrow Rider" annexed to this Agreement as Exhibit B. The Escrow Rider must be executed by Sponsor, Purchaser and Escrow Agent. The provisions of the Escrow Rider annexed hereto are incorporated by reference.

5. Closing of Title.

5.1 The Closing of Title shall be held at the offices of Sponsor's Closing Attorney (or such other place in the City and State of New York and on such date and hour as Sponsor may designate to Purchaser) on notice served not less than thirty (30) days prior to the scheduled date for Closing. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's Closing Attorney at closing an extra fee as set forth in the Plan. Sponsor, from time to time, may adjourn the date and hour for Closing on written notice to Purchaser. In the event of such adjournment, a Closing may be rescheduled by Sponsor upon written notice to Purchaser, which notice shall fix a new date, hour and place for the Closing of Title and will be given not less than two (2) Business Days' prior to the new scheduled date and time for Closing.

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

5.3 The term "Closing Date" or "Closing of Title" or words of similar import, whenever used herein, or any adjourned date fixed by Sponsor pursuant to Section 5.1 herein, shall mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser.

6. Delivery of the Deed and Power of Attorney.

6.1 At the Closing of Title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying title to the Unit to Purchaser. The deed shall be prepared by Sponsor in substantially the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall be required to pay all New York State and New York City real property transfer taxes and the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," in the manner more particularly described under "Closing Costs and Adjustments" in Part I of the Plan, and Sponsor and Purchaser shall duly execute a New York City Real Property Transfer Tax return and any other forms then required by Law, all of which shall be prepared by Sponsor.

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

6.3 The deed and power of attorney to the Condominium Board and Sponsor shall be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Sponsor's attorney) for recording in the Register's Office, which recording shall be at

Purchaser's expense. After being recorded, the deed shall be returned to Purchaser and the power of attorney shall be sent to the Managing Agent.

6.4 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a "foreign person" (as such term is defined in Internal Revenue Code §1445 as amended) in the form then required by the Internal Revenue Service and (ii) each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with Internal Revenue Code §1445, as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

6.5 If Purchaser is a foreign government, Purchaser shall deliver to Sponsor the notification of approval to the transaction from the Department of State as required by the Foreign Missions Act, 27 U.S.C. 4305 ("FMA").

7. Fee Title. At the Closing of Title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any unpermitted encumbrance shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the Closing of Title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) any title insurance company licensed to do business in New York is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

8. Closing Adjustments and Real Estate Taxes.

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

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

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

(c) If Purchaser is permitted to occupy the Unit prior to Closing, accrued use and occupancy and any other charges pursuant to a use and occupancy agreement, if any, covering the Unit.

8.2 If Closing of Title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If a Unit has not been separately assessed as of the Closing Date, the adjustments and collection of taxes under Section 8.1(a) hereof and future tax payments shall be as described in the Section of the Plan entitled "Closing Costs and Adjustments."

8.3 If Sponsor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question.

8.4 At Closing, Purchaser will pay a contribution to the Working Capital Fund of the Condominium in an amount equal to two (2) month's Common Charges then applicable to the Unit.

8.5 At Closing, a Purchaser of a Unit who is a government or governmental mission, or a department, agency or consulate of a government, or to any other party who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America (individually, a "Government Entity" and collectively, the "Government Entities") will be required to deposit into escrow an amount equal to two (2) years of Common Charges then in effect to secure its obligations under the Declaration and By-Laws for the payment of Common Charges and/or assessments and otherwise ("Security").

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

8.7 Any errors or omissions in computing apportionments at Closing shall be corrected and payment made to the proper party promptly after discovery.

8.8 The provisions of this Section 8 shall survive the Closing.

9. Mortgage Tax Credit. If Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgages(s). Alternatively, Sponsor may require, in its sole discretion, that if Purchaser, finances the purchase of the Unit with a purchase money loan secured by a mortgage (the "Mortgage"), Purchaser must cause the lender making such loan to accept from Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Mortgage as determined by Sponsor. Upon such assignment, the Mortgage will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. It is specifically understood by Purchaser that Sponsor will be solely entitled to the benefits of the mortgage tax credit, which Purchaser receives as a result of such assignment. Accordingly, at the Closing, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax savings resulting from such exemption.

10. Closing Costs. In addition to those costs and adjustments described in Sections 8 and 9 herein, Purchaser shall be required to pay the other Closing costs which are Purchaser's responsibility as more particularly described in the Section of the Plan entitled "Closing Costs and Adjustments."

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

12. Binding Effect of Declaration, By-Laws and Rules and Regulations. Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof.

13. Agreement Subject to Mortgage. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage, including, but not limited to, any construction or building loan mortgage, heretofore or hereafter made any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of each Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless Purchaser voluntarily assumes such mortgage or consents to the continuation of the lien thereof. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

14. Purchaser's Representations. Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at any time, such documents evidencing Purchaser's authority and the authority of Purchaser's signatory as may be required by Purchaser's title company or Sponsor. Purchaser acknowledges and agrees that Sponsor may desire to obtain certain information about Purchaser's (or Purchaser's principals') character, general reputation, personal characteristics and mode of living prior to counter-executing this Agreement. In order to permit Sponsor to comply with the requirements of the Fair Credit Reporting Act, Purchaser hereby authorizes Sponsor, if Sponsor elects in its sole discretion, to obtain such information and to retain a credit reporting agency to obtain such information. The Controlling Party (as defined in Section 24 of this Agreement) is and shall remain personally liable for Purchaser's obligations under this Agreement.

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

14.2 Purchaser has taken, and shall continue to take until the Closing of Title, such measures as are required by applicable Law to assure that the funds used to pay to Sponsor the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the

United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at Closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section l et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957, as each of said laws may be amended from time to time.

14.3 The Director of the Financial Crimes Enforcement Network of the U.S. Department of the Treasury issued a Geographic Targeting Order (the "GTO") effective March 1, 2016. The GTO requires title insurance companies to collect and report information about the persons involved in certain residential real estate transactions. A copy of the GTO can be found at https://www.fincen.gov/news_room/nr/files/Real_Estate_GTO-NYC.pdf.

Purchaser shall comply in all respects with Purchaser's title insurance company's request(s) for information pursuant to the GTO, at Purchaser's sole cost and expense. Purchaser's failure to comply with such requests or to otherwise comply with the GTO shall not relieve Purchaser of Purchaser's obligation to close title to the Unit on the scheduled Closing Date.

(If applicable) Notwithstanding that the Purchase Price of the Unit is less than $3,000,000.00, in the event the GTO is amended at any time prior to and including the Closing Date to define a "Covered Transaction" as one in which the purchase price is $3,000,000.00 or less, the foregoing obligation of Purchaser shall apply and this Purchase Agreement shall be deemed amended to require Purchaser to comply with such amended GTO in all respects.

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

15. Default by Purchaser.

15.1 The following shall each constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay (a) the Down Payment or any portion thereof when due or (b) the Balance on the date designated by Sponsor for Closing Title to the Unit; or

(ii) Purchaser's failure to duly complete and sign before a notary public and deliver at Closing the power of attorney, deed, or the New York State and City transfer tax returns; or

(iii) If Purchaser is permitted to occupy the Unit prior to Closing, Purchaser's failure to pay use and occupancy charges or to otherwise comply with Purchaser's obligations under the occupancy use and agreement; or

(iv) If Purchaser is permitted to occupy the Unit prior to Closing and Purchaser vacates or abandons the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) If a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) If a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same; or

(viii) Purchaser's failure to pay any Closing costs set forth in this Agreement or the Plan, on the Closing Date designated by Sponsor; or

(ix) Purchaser's assignment of this Agreement without Sponsor's prior written consent; or

(x) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations hereunder.

15.2 In the event Purchaser defaults or there is an Event of Default under this Agreement, TIME BEING OF THE ESSENCE with regard to the obligations of Purchaser thereunder, and Purchaser does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of such default, TIME BEING OF THE ESSENCE with regard to the obligation of Purchaser to cure within such thirty (30) day period, Sponsor may, at its option, terminate this Agreement by notice of termination to Purchaser and retain the Down Payment and all other sums deposited by Purchaser under this Agreement, together with interest earned thereon as liquidated damages, it being acknowledged and agreed that it is extremely difficult and impracticable to ascertain the extent of detriment to Sponsor caused by the breach of Purchaser under this Agreement and the failure of the consummation of the transaction contemplated by this Agreement or the amount of compensation Sponsor should receive as a result of Purchaser's breach or default. Upon termination of this Agreement, Purchaser shall have no further rights hereunder, and Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale).

15.3 If Purchaser fails for any reason, through no fault of Sponsor or Sponsor's attorneys, to Close Title to the Unit on the originally scheduled Closing Date (a) the Closing adjustments described in Section 8.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing of Title occurs, and (b) Purchaser will be required to pay to Sponsor, in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% (but in no event greater than the legal limit) of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to Close Title to the Unit on the rescheduled Closing Date.

15.4 The provisions of this Section 15 shall survive termination of this Agreement.

16. Certification of Sponsor and Principal. Consistent with a recent First Department decision, the principal of Sponsor expressly disclaims the existence of any private right of action for contract claims by individual unit owners (or the Condominium Board on their behalf) in connection with or arising solely from such principal's execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al. 106 A.D. 3d 542 (1st Dept. 2013).

17. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability, and, in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser's sole remedy will be to either (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise)

or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor will, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser the Down Payment paid by Purchaser hereunder, together with interest earned thereon, if any. Upon making such payment, this Agreement will be terminated and neither party hereto will have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within fifteen (15) days after the giving of Sponsor's notice of refusal to cure such inability, failing which it will be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

18. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property which are described in the Description of Property and Specifications in Part II of the Plan as being part of the Unit are included in the sale of the Unit pursuant to the provisions of this Agreement. At the Closing, Sponsor shall transfer to Purchaser any assignable warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit.

19. Acceptance of Condition of Property.

19.1 Purchaser shall accept title (without abatement in, or credit against, the Purchase Price or any provision for escrow deposits at the Closing of Title) notwithstanding the failure to complete construction of (a) the "punch list" items in the Unit, (b) other Units and (c) the Common Elements of the Property which do not prevent Purchaser's use of the Unit provided that Sponsor delivers a Temporary Certificate of Occupancy covering the Unit. The Unit and the fixtures and personal property contained therein, if any, are being sold and delivered as described in the Plan, at the time of transfer of title to such Unit, unless Sponsor and Purchaser otherwise agree or except as otherwise provided herein. Following service of the Closing notice set forth in Section 5 of this Agreement, Purchaser, accompanied by a representative of Sponsor, shall have the right to inspect such Unit prior to the Closing Date on such date and at such time designated by Sponsor upon no less than five (5) Business Days' notice that the Unit is available for inspection and Sponsor reserves the right to postpone and/or reschedule any scheduled inspection(s) of the Unit upon one (1) Business Days' notice and Sponsor reserves the right to schedule additional inspections as Sponsor deems necessary or appropriate. If Purchaser fails to inspect the Unit within said period(s), Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. The failure of Sponsor to complete "punchlist work" shall not be a ground for Purchaser delaying the Closing provided that Sponsor agrees to complete such "punchlist work" within a reasonable period of time after Closing. Sponsor shall have no obligation to complete any work described herein which is not specifically designated by the Purchaser and agreed to by Sponsor on an inspection statement and Sponsor shall have no obligation to escrow funds at Closing for completion of "punchlist work." The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. Unless caused by a violation of the sound transmission code or other applicable code, there is no warranty as to sound transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty as to odors. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins. There is no warranty as to air, view or light quality. Sponsor's obligation, regardless of any limitations in the Plan or this Agreement, is to construct the Building in accordance with Law and the Plan and DOB Plans and Specifications, and any conflict between the disclaimers and Sponsor's obligation to construct the Building in accordance with Law and DOB Plans and Specifications shall be resolved in favor of the latter. In no event will Sponsor be liable for incidental or consequential damages in connection with the items set forth in this subsection (whether based on negligence, breach of contract, warranty, or otherwise). See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.

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

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

19.4 Sponsor will maintain the Unit and the fixtures and personalty contained therein, prior to the Closing Date.

19.5 The provisions of this Section 19 shall survive the Closing of Title.

20. Damage to the Unit. If between the date of this Agreement and the Closing of Title, the Unit is damaged by fire or other casualty, the following shall apply:

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

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

21. No Representations. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or to the air, views or light quality or any other data, except as herein or in the Plan specifically represented, Purchaser having relied solely on such Purchaser's own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the

Common Elements or any other part of the Property other than as set forth herein or in the Plan. The provisions of this Section 21 shall survive the Closing of Title.

22. Prohibition Against Selling. Intentionally Omitted.

23. Broker. Purchaser represents to Sponsor that Selling Agent and _____ (collectively the "Broker") is [are] the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Section 23 shall survive the Closing of Title.

24. Agreement May Not Be Assigned. Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor.

24.1 If Purchaser is a corporation, partnership, limited liability company, trust or other legal entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock, membership or beneficial interests of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of this Agreement and shall be subject to the provisions, prohibitions and terms of this Section concerning assignment of this Agreement. For purposes of this Agreement, it is the intent of the part(ies) that the individual(s) controlling Purchaser shall be deemed to be _____ (the "Controlling Party"). By execution of this Agreement, it is acknowledged and agreed that the Controlling Party is and shall remain personally liable for Purchaser's obligations under this Agreement.

24.2 If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser will be required to pay Sponsor's Closing Attorney a fee of $1,000, in advance, for preparation of an assignment or other agreement.

24.3 Any purported assignment by Purchaser in violation of this Agreement will constitute an Event of Default hereunder and will be voidable by Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor.

25. Binding Effect. This Agreement shall not be binding on Purchaser or Sponsor until a fully executed counterpart hereof has been delivered to Purchaser. If this Agreement is not accepted within thirty (30) days after delivery by Purchaser of an executed Agreement by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and canceled and the Down Payment paid on the execution hereof shall be promptly returned to Purchaser.

26. Notices. Any notice, request, letter, consent or other communication hereunder or under the Plan (other than amendments to the Plan which shall be served in accordance with the Plan or documents for which the method of notice and or delivery is otherwise set forth in the Plan) shall be in writing and delivered (a) by regular mail, in which event a copy shall also be hand delivered or sent, postage prepaid, by registered or certified mail, or (b) by Federal Express or other reputable overnight courier, in either case to Purchaser at the address given at the beginning of this Agreement, with a copy to Purchaser's attorney, and to Sponsor at the address given at the beginning of this Agreement, with a copy to Seiden & Schein, P.C., 570 Lexington Avenue, 14th Floor, New York, New York 10003, in the same manner as notice is given to Sponsor, or to such other address as either party may hereafter designate to the other in writing.

Except as otherwise expressly provided herein, the date of hand delivery or mailing or deposit with Federal Express or other overnight courier shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself (including, without limitation, any notices of Closing or default which Sponsor's Closing Attorney is hereby expressly designated and empowered to issue). A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in any way invalidate such communication. Notwithstanding anything to the contrary, notices regarding Closing costs or ministerial matters, may be made by facsimile, electronic mail or telephone to each party's attorneys. Notwithstanding anything to the contrary, notices regarding the scheduling or rescheduling of closings and inspections may be made by telephone.

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

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

29. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. The provisions of this Section 29 shall survive the Closing of Title.

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

31. Costs of Enforcing and Defending Agreement. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending or enforcing Sponsor's rights under this Agreement (whether or not Sponsor prevails in defending or enforcing Sponsor's rights) or in the event of an Event of Default or if Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise defending or enforcing Purchaser's obligations hereunder. The provisions of this Section 31 shall survive the Closing of Title or earlier termination of this Agreement.

32. Tax-Deferred Exchange. In the event the Unit is being acquired by a Purchaser as part of a tax-deferred exchange under §1031 of the Internal Revenue Code, Sponsor shall reasonably assist and cooperate in such tax-deferred exchange, provided, however, that: (i) any action taken in connection with such tax-deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction (and, among other things, Purchaser

acknowledges that a fee may be payable to Sponsor's Closing Attorney in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of the Purchaser (or any other party to such tax-deferred exchange) or cooperation on the part of Sponsor in connection with or related to the tax-deferred exchange will frustrate the purpose of this Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under this Agreement or increase any of Sponsor's obligations or duties under this Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of such tax-deferred exchange, to convey any property (other than the applicable Unit), acquire any property, or accept any form of payment in respect of any of the amounts due under this Agreement other than as set forth herein or in the Plan. Purchaser shall indemnify, defend and hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees and expenses) or liabilities incurred by Sponsor in connection with or resulting from the tax-deferred exchange, and such indemnity shall survive the closing of title to the Unit. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

33. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law. In order to preclude any application of the Rule Against Perpetuities which might otherwise invalidate and nullify this Agreement, the parties agree that this Agreement shall expire, unless otherwise previously terminated, on the date that is the earlier to occur of (i) twenty-one (21) years after the date of this Agreement or (ii) the time period legally permitted by the Rule Against Perpetuities in the State of New York, in which case the Down Payment and all interest accrued thereon shall be returned to Purchaser. The provisions of this Section 33 shall survive the Closing of Title or earlier termination of this Agreement.

34. Strict Compliance. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser. The provisions of this Section 34 shall survive the Closing of Title or earlier termination of this Agreement.

35. Governing Law. The provisions of this Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of Law. The provisions of this Section 35 shall survive the Closing of Title or earlier termination of this Agreement.

36. Waiver of Jury. EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THE PLAN THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OF TITLE OR EARLIER TERMINATION OF THIS AGREEMENT.

37. Entire Agreement. This Agreement together with the Plan constitutes the entire agreement between the parties and supersedes any and all understandings and agreements between the parties with respect to the subject matter hereof. The provisions of this Section 37 shall survive the Closing of Title or earlier termination of this Agreement.

38. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement

refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement. The provisions of this Section 38 shall survive the Closing of Title or earlier termination of this Agreement.

39. Captions. The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The provisions of this Section 39 shall survive the Closing of Title or earlier termination of this Agreement.

40. Rule of Construction. There shall be no presumption against the draftsman of this Agreement or the Plan. The provisions of this Section 40 shall survive the Closing of Title or earlier termination of this Agreement.

41. Successors and Assigns. The provisions of this 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 Sponsor and its successors and assigns.

42. No Oral Changes. This Agreement cannot be changed or terminated and no provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.

43. Counterpart Signatures. This Agreement may be executed in any number of counterparts, any one of which shall constitute an original of this Agreement. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart were upon the same documents and shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party. This Agreement shall not be binding unless and until it shall be fully executed and delivered by all parties hereto.

44. Counterpart/Facsimile/PDF Signatures. The delivery of executed counterparts of this Agreement by a party hereto or their attorney by facsimile, pdf or other similar electronic means shall be given the same force and effect as delivery of an original executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Date: _____

(To be inserted after execution by Sponsor)

SPONSOR:

EAST 81 BLISS, LLC

By: _____

By: _____

Name:

Title:

For purposes of this Agreement, it is acknowledged and agreed that the undersigned is the controlling individual of the Purchaser and shall remain personally liable for Purchaser's obligations under this Agreement:

_____

[Insert Name]

PURCHASER:

_____

Purchaser

_____

(Social Security or Federal I.D. Number)

Telephone No.: _____

_____

Co-Purchaser

_____

(Social Security or Federal I.D. Number)

Telephone No.: _____

SCHEDULE A

PERMITTED ENCUMBRANCES

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

2. Any state of facts which an accurate survey or personal inspection of the Property would show, provided such state of facts would not render title uninsurable without additional premium to Purchaser and would not prevent the use of the Unit for dwelling purposes.

3. The terms, burdens, covenants, restrictions, conditions, easements and Rules and Regulations, all as set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from the Purchaser to the Condominium Board, and the Floor Plans as all of the same may be amended from time to time.

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

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.

8. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations.

9. Leases and service, maintenance, employment, concessionaire, if any, of other Units or portions of the Common Elements.

10. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the Closing of Title.

11. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Purchaser shall pay all assessments due from and after the Closing Date.

12. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, the New York City Department of Housing Preservation and Development, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

13. Any encumbrance as to which the Title Company (or such other New York State Land Title Association 2 title insurance company which insures the Purchaser's title to the Unit) would be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.

14. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes.

15. Any lease covering the Unit(s) made from Sponsor to the Purchaser.

16. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board, or another Unit Owner to correct.

17. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company.

18. Any TCO or PCO for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

19. Any encumbrance, covenant, easement, agreement, or restriction against the Property set forth in the form of Unit Owner's Specimen Title Policy prepared by the Title Company set forth in Part II of the Plan, as the same may be updated from time to time prior to the Closing.

20. Covenants and Restrictions in Liber 1473 cp 464.

21. Party Wall Agreements in Liber 3279 cp 148 and Liber 3572 cp 173.

22. Certification of Parties in Interest Pursuant to Zoning Lot Subdivision D recorded 12/11/2015 in CRFN 2015000440482.

23. Zoning Lot Description and Ownership Statement made by Edward Kehoe recorded 12/11/2015 in CRFN 2015000440483.

24. Declaration of Zoning Lot Restrictions made by 316 E. 81, LLC and 318 E. 81, LLC recorded 12/11/2015 in CRFN 2015000440484.

25. Waiver of Declaration of Zoning Lot Restrictions made by First Republic Bank recorded 12/11/2015 in CRFN 2015000440485.

SCHEDULE B

ESCROW RIDER

To Agreement dated: _____ Covering Unit(s): _____

Sponsor: East 81 Bliss, LLC
Purchaser(s): _____ and _____
Escrow Agent: Seiden & Schein, P.C.

This rider ("Escrow Rider") to the captioned Agreement shall constitute a written agreement among Sponsor, Purchaser and Escrow Agent with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the meanings ascribed thereto as set forth in the captioned Agreement and/or the Plan, as applicable.

1. The law firm of Seiden & Schein, P.C. with an address at 570 Lexington Avenue, 14th Floor, New York, New York 10003, telephone number 212-935-1400, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Jay G. Seiden, Alvin Schein, and Adam A. Levenson. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

2. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its courts for any cause of action arising out of the Agreement or otherwise concerning the maintenance of release of the Down Payment from escrow.

3. The Escrow Agent has established the escrow account at _____ (the "Bank"), a bank authorized to do business in the State of New York. The name of the Escrow Account will be “318 East 81st Street Condominium Attorney Escrow Account" or similar name (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date hereof). Any Down Payment in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. If Purchaser has any additional accounts at the Bank, the funds in said accounts will be added together with the Down Payment held in escrow and the aggregate of all the funds held by the Bank will only be insured up to the $250,000 FDIC maximum coverage.

4. All Down Payments received from Purchaser shall be made by unendorsed check drawn only on a member bank of the New York Clearing House Association made payable to "Seiden & Schein, P.C., as Escrow Agent." At the Sponsor's option, Sponsor may require that the Down Payment and the Balance be made by Purchaser by wire transfer to an account designated by Sponsor.

5. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Bank (as defined above) and which will vary from time to time. As of January 1, 2017, such rate was 0.05%. The actual initial interest rate for the Escrow Account with respect to the Down Payment made by Purchaser shall be set forth in the notice to be sent to Purchaser (as described below). As noted, the interest rate on such accounts will fluctuate and neither Sponsor nor Escrow Agent makes any representation regarding the rates that will be in effect from time to time or the actual rate of interest on, or the interest that may accrue for any particular account or for Purchaser, from time to time. Interest shall begin to accrue upon placing the Down Payment into the Escrow Account, however, no interest will be earned until the Down Payment check is deposited with and collected by the Bank and provided that the Purchaser has delivered the required number of completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner

for United States Tax Withholding), as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Down Payment and the Agreement. If Purchaser does not deliver the Form W-9 or Form W-8BEN, as applicable, the Down Payment will be deposited in a non-interest-bearing escrow account at the aforesaid bank until the Form W-9 or Form W-8BEN has been delivered, and neither Sponsor, Selling Agent, the Escrow Agent nor the Bank shall be liable for interest for the period prior to the delivery of such form. Interest, if any, will not be earned after a withdrawal is made from the Escrow Account in anticipation of the Closing. All interest earned on Purchaser's Down Payment shall be paid to or credited to Purchaser at Closing unless Purchaser has defaulted and Sponsor is entitled to retain the Down Payment. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

6. Within five (5) Business Days after the Agreement has been tendered to Escrow Agent along with the Down Payment, Escrow Agent shall sign the Agreement and place the Down Payment into the Escrow Account. Within ten (10) Business Days of placing the Down Payment into the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Down Payment. The notice shall provide the account number and the initial interest rate to be earned on the Down Payment.

7. Escrow Agent is obligated to send notice to the Purchaser once the Down Payment 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 Down Payment and execution of the Agreement by Sponsor, Purchaser and Escrow Agent, then Purchaser may cancel the Agreement within ninety (90) days after tender of the Agreement and the Down Payment 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, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Down Payment was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Down Payments and requisite notice was timely mailed to the Purchaser.

8. All Down Payments are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352h.

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

10. The Escrow Agent shall release the Down Payment if so directed:

(a) pursuant to terms and conditions set forth in the Agreement upon Closing of Title to the Unit; or

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

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

If the Escrow Agent is not directed to release the Down Payment pursuant to paragraphs (a) through (c) immediately above, and Escrow Agent receives a request by either party to release the Down Payment, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Down Payment. If Escrow Agent has not received notice of objection to the release of the Down Payment prior to the expiration of the thirty (30) day period, the Down Payment 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 Down Payment within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until

otherwise directed pursuant to paragraphs (a) through (c) immediately above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Down Payment contained in the Escrow Account with the clerk of the county where the Building is located and shall give written notice to both parties of such deposit.

Sponsor shall not object to the release of the Down Payment to:

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

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

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

11. Any provision of any 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 Down Payment in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Agreement, Plan, or any amendment thereto.

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

13. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations, in each case, to the extent applicable under GBL §§ 352(e)(2-b) and 352(h).

14. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under the Agreement or this Escrow Rider 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.

15. Sponsor agrees that Sponsor and its agents, including any Selling Agents, shall deliver the Down Payment received by them prior to Closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) Business Days of tender of the Down Payment by Purchaser.

16. Sponsor agrees that it shall not interfere with Escrow Agent's performance of any 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.

17. Sponsor shall obtain or cause the Selling Agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Down Payment and this Agreement.

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

19. Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with the Agreement or this Escrow Rider or the performance or non-performance of Escrow Agent's duties under the Agreement, this Escrow Rider or the Plan, 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 the Agreement or this Escrow Rider, 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.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

SPONSOR:

EAST 81 BLISS, LLC

By: _____

By: _____

PURCHASER(S):

_____
(signature)

_____
(signature)

ESCROW AGENT:

Executed solely in connection with the provisions set forth in this Escrow Rider.

Seiden & Schein, P.C.

By: _____
Name:
Title:

UNIT DEED

UNIT DEED

UNIT

THIS INDENTURE, made the ____ day of _____, _____, between East 81 Bliss, LLC, having an office at 260 Madison Avenue, Suite 204, New York, New York 10016 ("Grantor") and _____ having an address at _____ ("Grantee").

W I T N E S S E T H :

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

The Condominium Unit ("Unit") known as Unit No. ____ in the building ("Building") known as 318 East 81st Street Condominium ("Condominium") and by the street number 318 East 81st Street, Borough of Manhattan County, City and State of New York, said Unit being designated and described by the above Unit number in a certain declaration dated _____, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York ("Condominium Act") establishing a plan for condominium ownership of the Building and the land ("Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which declaration was recorded in the Office of the Register of The City of New York of the County of New York ("Register's Office") on _____, as CRFN# _____ ("Declaration"). The Unit is also designated as Tax Lot ___ in Block _____ of the Borough of Manhattan on the Tax Map of the City of New York Department of Finance and on the Floor Plans of the Building, certified by Issac & Stern Architects, P.C. on _____, and filed with the City of New York Department of Finance, Division of Land Records on _____, as Condominium Plan No. _____ and recorded in the Register's Office on _____ as CRFN #_____.

TOGETHER with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration);

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

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

SUBJECT also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are collectively referred to as the "Property").

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

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

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

Grantor represents that the Grantor is the same party as the Grantee of the Property under deed dated _____ and recorded in the Register's office on _____ as CRFN _____.

Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-laws (and any Rules and Regulations adopted under the By-Laws).

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

Grantee accepts and ratifies the provisions of the Declaration and the By-laws (and any Rules and Regulations adopted under the By-laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

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

All capitalized terms used herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or the By-laws of the Condominium.

* * * * *

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

GRANTOR:

EAST 81 BLISS, LLC

By: G&C NY Associates, LLC
its managing member

By: _____
Name: Gidi Cohen
Title: Manager

GRANTEE:

_____
(signature)

_____
(signature)

(ACKNOWLEDGEMENTS)

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

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

_____

Notary

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

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

_____

Notary

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

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

_____

Notary

EXHIBIT A

TO UNIT DEED

DESCRIPTION OF THE LAND

318 East 81st Street Condominium
318 East 81st Street
New York, New York 10028
Block: 901

INTERIM USE AND OCCUPANCY AGREEMENT

INTERIM USE AND OCCUPANCY AGREEMENT

SPONSOR:	East 81 Bliss, LLC 260 Madison Avenue, Suite 204 New York, New York 10016
PURCHASER:	_____ _____ _____ _____
UNIT:	Unit ___ 318 East 81st Street Condominium 318 East 81st Street New York, New York 10028
DATE:	As of _____ __, 201__

WHEREAS, Purchaser has agreed to purchase Unit __ (the "Unit"), of 318 East 81st Street Condominium, 318 East 81st Street, New York, New York 10028 (the "Condominium") pursuant to Purchase Agreement between Purchaser and Sponsor of even date herewith (the "Purchase Agreement").

WHEREAS, Purchaser wishes to occupy the Unit prior to the closing of title to the Unit (the "Closing") and, subject to the terms and conditions set forth herein, Sponsor has agreed to such occupancy.

NOW, THEREFORE, Purchaser and Sponsor hereby agree as follows:

1. Purchaser may occupy the Unit subject to the terms of this Interim Occupancy Agreement (this "Agreement") commencing as of _____ __, 201__ (the "Possession Date"); provided, however, that such occupancy shall not commence until Sponsor or Escrow Agent (as defined in the Purchase Agreement) either: (a) receives a wire transfer from Purchaser in an amount equal to the Down Payment (as defined in the Purchase Agreement), or (b) receives a check from Purchaser in an amount equal to the Down Payment and such check clears.

2. The term of this Agreement shall continue until _____ __, 201__, the presently anticipated Closing Date. Purchaser has no other interest in the Unit except as expressly set forth herein or in the Purchase Agreement.

3. Purchaser shall pay Sponsor a monthly use and occupancy fee at the address set forth above, or at such other address as Sponsor may direct, in the amount of $_____, subject to the terms of Section 9 below; provided, however, that the first month's fee is due and payable as of the date hereof and shall be paid to Sponsor together with the delivery of this Agreement as executed by Purchaser, or as Sponsor may otherwise direct. Any additional monthly fee payment shall be due and payable on or before the first day of each subsequent month. At Closing, Sponsor and Purchaser shall make adjustments for fee payments on a per diem basis.

4. In the event that Purchaser defaults under the Purchase Agreement, the same shall constitute a default hereunder, and Purchaser shall surrender the Unit to Sponsor in the condition Purchaser received same within ten (10) days after Sponsor's notice of Purchaser's default under the Purchase

Agreement (the "Vacate Date"), TIME BEING OF THE ESSENCE with respect to such Vacate Date. In the event Purchaser remains in possession of the Unit beyond the Vacate Date, then Purchaser shall be immediately obligated to pay to Sponsor an amount equal to $1,250 per day (the "Per Diem Charge") beginning on the day after the Vacate Date through and including the date that Purchaser vacates and surrenders the Unit in the condition required herein. In no event shall any provision hereof be construed as permitting Purchaser to hold over in possession of the Unit after the Vacate Date or as limiting Sponsor's rights and remedies in respect of same, all of which are expressly reserved.

5. In the event of any amendment to the Offering Plan ("Plan") which discloses a material adverse change to the Plan and offers Purchaser a right to rescind, if Purchaser duly elects to rescind, Purchaser's Down Payment will be returned subject to the terms of the Plan and this Agreement shall be cancelled. Purchaser shall surrender the Unit to Sponsor in the condition Purchaser received same within 60 days of such cancellation, free of all occupants and in broom clean condition ("Surrender Date"). Purchaser shall be liable to Sponsor for any and all damages, costs and expenses incurred by Sponsor by reason of any failure of Purchaser to vacate by the Surrender Date, including, without limitation, the following: Purchaser shall be liable to Sponsor for an amount equal to (1) the greater of (i) twice the use and occupancy payable under this Agreement, and (ii) twice the cost of carrying the Unit (including Common Charges, real estate taxes and the allocable portion, based on such Unit's Common Interest, of debt service on any loan covering the Unsold Units) as calculated by Sponsor, plus (2) the loss of profit and all costs and expenses incurred by Sponsor to obtain possession of the Unit, including the cost of litigation and attorneys' fees and disbursements.

6. In the event the Plan is abandoned, Purchaser will have no right to remain in occupancy as a tenant after the abandonment of the Plan.

7. Without limiting any of Sponsor's rights contained herein, in the event that Purchaser shall fail to vacate the Unit on or before the Vacate Date or Surrender Date, as applicable. Sponsor shall have any and all rights at law, in equity or otherwise, to evict and/or remove Purchaser and recover possession of the Unit, and Purchaser hereby waives any and all rights to interpose any counterclaims, defenses, or offsets to such eviction action or proceeding or to seek a stay of the warrant of eviction issued therein.

8. If Sponsor brings an action or proceeding relating to this Agreement, at law or in equity, Sponsor shall be entitled to collect from Purchaser and Purchaser shall be liable to Sponsor for any and all actual third party costs and/or expenses (including, without limitation, reasonable attorneys' fees and disbursements and reasonable expert fees).

9. Purchaser shall be responsible for obtaining and paying directly for all utilities costs including, without limitation, all electric, gas, telephone and cable charges attributable to Purchaser's usage of such services in the Unit during the term, and Purchaser shall indemnify Sponsor for all such costs. The provisions of this paragraph shall survive the Closing, the Vacate Date and/or the Surrender Date, as applicable.

10. As set forth in Paragraph 4 above, any default by Purchaser hereunder shall constitute a default by Purchaser under the Purchase Agreement; provided, however, that with respect to a default in the payment of the use and occupancy fee following the initial payment, Purchaser's shall have the right to cure same within 5 Business Days following the due date therefor. Notwithstanding anything to the contrary, this Agreement shall automatically terminate upon the sooner to occur of: (i) the Closing or (ii) Purchaser's default hereunder (subject, with respect to a default in the payment of the use and occupancy fee following the initial rent payment, to Purchaser's right to cure same within 5 Business Days following

the due date therefor) or (iii) Purchaser's election to rescind the Purchase Agreement, as set forth in Paragraph 5 above.

11. Purchaser shall not make any alterations, additions, installations or improvements to the Unit during the term of this Agreement, provided that the foregoing shall not be deemed to prohibit Purchaser from placing Purchaser's furniture and other personal property in the Unit during the term hereof. Upon the termination of this Agreement for any reason other than the Closing, Purchaser shall remove all such furniture and personal property, shall repair all damage caused thereby, and shall vacate the Unit in broom-clean condition. Any personal property not removed may, at Sponsor's election, be retained by Sponsor without compensation to Purchaser, or removed at Purchaser's expense. The provisions of this paragraph shall survive any termination of this Agreement.

12. Sponsor shall not be responsible for any damages arising from any bodily injury to Purchaser or Purchaser's guests or invitees or any damage to or loss of any of the property of Purchaser or of Purchaser's guests or invitees occurring in the Unit. Purchaser agrees to indemnify and to hold Sponsor harmless from and against any and all claims, suits, demands, judgments, and costs (including attorneys' fees, court costs and disbursements) that may be made against Sponsor arising from or connected with Purchaser's occupancy of the Unit. The provisions of this paragraph shall survive the termination of this Agreement.

13. Purchaser agrees to maintain at Purchaser's sole expense personal liability, property and hazard insurance throughout the term hereof in amounts reasonably acceptable to Sponsor and naming Sponsor and the Condominium as an additional insured. During the term hereof, Purchaser shall comply with all laws, rules, regulations and requirements of governmental authorities and the Condominium pertaining to the Unit and Purchaser's use and occupancy thereof. Purchaser shall deliver insurance certificates evidencing such coverage to Sponsor prior to Purchaser's taking occupancy of the Unit.

14. Purchaser hereby agrees to accept possession of the Unit in its "as-is, where-is" condition for purposes of this Agreement; provided, however, that Sponsor agrees to deliver the Unit in broom-clean condition. Purchaser shall be liable for any and all damage caused to the Unit during Purchaser's possession thereof.

15. Any notice hereunder shall be in writing and hand delivered or sent, postage prepaid, by registered or certified mail, or by reputable overnight courier, with receipt confirmed, to Purchaser at the address given at the beginning of this Agreement, with a copy sent in like manner to _____, in the same manner as notice is given to Purchaser, and to Sponsor, addressed to Selling Agent at: Town New Development Sales and Marketing LLC, 33 Irving Place, New York, New York 10003, with a copy sent simultaneously and in like manner to Seiden & Schein, P.C., located at 570 Lexington Avenue, 14th Floor, New York, New York 10003, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery or mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself. A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in any way invalidate such communication. Sponsor hereby designates and empowers both Selling Agent and Closing Attorney as Sponsor's agent to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

16. Nothing in this Agreement shall be construed as creating a landlord/tenant relationship between Purchaser and Sponsor. Moreover, this Agreement is not subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, the New York City Rent Stabilization Code, any rent regulatory scheme or code, rule or regulation promulgated under any of the foregoing, or any other rental protection laws.

17. This Agreement may not be modified or its provisions waived except by a writing signed by the parties hereto.

18. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement or the Plan.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

SPONSOR:

EAST 81 BLISS, LLC

By: _____

By: _____

PURCHASER:

_____

By: _____
Name:
Title:

DECLARATION OF CONDOMINIUM

DECLARATION

Establishing a Plan for Condominium Ownership of Premises located at
318 East 81st Street, County of New York, City and State of New York
Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: **318 East 81st Street Condominium**

DECLARANT/SPONSOR: **East 81 Bliss, LLC**
260 Madison Avenue, Suite 204
New York, New York 10016

DATE OF DECLARATION: **_____, 201_**

The land affected by the within instrument lies in Tax Block 1543, formerly known as Lot 45 on the Tax Map of the Borough of Manhattan, County of New York, City and State of New York, now known as Lots _____through_____.

Record and Return:

SEIDEN & SCHEIN, P.C.
Attorneys for Sponsor
570 Lexington Avenue
New York, New York 10003
(212) 935-1400

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EXHIBITS

A – DESCRIPTION OF THE LAND

B – DESCRIPTION OF THE UNITS

C – DEFINITIONS

D – BY-LAWS

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DECLARATION

OF

318 EAST 81ST STREET CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

East 81 Bliss, LLC, a New York limited liability company, having an office 260 Madison Avenue, Suite 204, New York, New York 10016 ("Sponsor"), does hereby declare as follows:

Sponsor hereby establishes a plan for condominium ownership of the premises known as 318 East 81st Street Condominium having an address at 318 East 81st Street, New York, New York 10028.

ARTICLE 1
DEFINITIONS

All capitalized terms used in this Declaration or in the By-Laws of the Condominium attached as Exhibit E to this Declaration that are not otherwise defined in the Articles hereof or in the By-Laws shall have the meanings set forth in Exhibit D annexed hereto, unless the context in which they are used shall otherwise require. All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

ARTICLE 2
SUBMISSION OF THE PROPERTY

2.1 Sponsor hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto (except as specifically set forth herein) and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the " Condominium Act") and pursuant thereto does hereby establish a condominium to be known as **318 East 81st Street Condominium** (the "Condominium").

2.2 Excluded from the Property are any Development Rights, which shall be retained by Sponsor or other Development Rights Owner, who shall have the exclusive right to utilize, sell or otherwise transfer any Development Rights. Development Rights shall inure solely to the benefit of Sponsor or other Development Rights Owner.

2.3 Attached to this Declaration as **Exhibit E** and made a part hereof are the By-Laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said By-Laws, as they may be amended from time to time, in accordance with the provisions hereof, are hereinafter referred to as the "By-Laws").

ARTICLE 3
THE LAND

Included in the Property described in Article 2 is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the County of New York, City and State of New York, commonly known as 318 East 81st Street, and more particularly described in Exhibit A annexed hereto and made a part hereof. The record and legal title to the Land is owned by Sponsor in fee simple absolute.

ARTICLE 4
THE PROPERTY AND THE BUILDING

4.1 Included in the Property described in Article 2 is one (1) mixed-use building (the "Building") consisting of (a) 6 residential condominium units designated on the Floor Plans as the Units (each hereinafter referred to as a "Unit" and collectively hereinafter referred to as the "Units").

4.2 The owners of Units are each referred to herein as a "Unit Owner" and collectively, as the "Unit Owners."

4.3 The Building shall be a single structure containing floors labeled as cellar, ground floor, second through twelfth floor, and fourteenth through twenty-first floor. All references to floor numbers in this Declaration and in the By-Laws refer to the designation of such floors for marketing purposes, as provided on the Floor Plans, unless specifically indicated otherwise. There will not be any floor designated as floor 13. The Building will be constructed of reinforced concrete spread footings, supporting concrete columns and reinforced shear walls with reinforced cast in place concrete columns, shear walls and flat slab.

ARTICLE 5
THE UNITS

5.1 Exhibit B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof; (i) its Unit designation; (ii) tax lot number; (iii) the floor(s) of the Building on which such Unit is located; (iv) the approximate square footage of such Unit; (v) the approximate square foot area of any Limited Common Elements (as defined in Section 8.1 hereof) appurtenant to such Unit; and (vi) the percentage interest in the General Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by Issac & Stern Architects, P.C., and intended to be approved by the Tax Map Unit of the City of New York and filed in the Office of the Register of the City of New York, County of New York (the "Register's Office") simultaneously with the recording of this Declaration.

5.2 The approximate floor area of each Unit has been measured horizontally from (i) the exterior face of any exterior walls directly enclosing the Unit (perimeter and mechanical pipes are not deducted); (ii) the centerline of any wall or partition separating the Unit from any Common Element, mechanical areas, elevator shafts, egress stairs or trash rooms where those elements do not exclusively serve the Unit. Where a furring wall or chase space serving the Unit is adjacent to the structural shear wall bounding the egress stair, the area is taken to the inside face of the structural shear wall. All dimensions on plans and exhibits are approximate and subject to normal construction variances and tolerances, and mechanical enclosures projecting into the space. All Terrace dimension measurements are face-to-face of parapet walls exclusive of structural and mechanical enclosures projecting into the space.

5.3 Each Unit includes, and each Unit Owner shall be responsible for, the maintenance and repair of its Unit and all Facilities contained therein, affixed or appurtenant thereto and/or exclusively within such Unit, including, without limitation, entrance doors to the Unit, hallways within the Unit, staircases or elevators or escalators within the Unit, and all windows (including panes and frames). Additionally, each Unit Owner shall be responsible for the interior walls and partitions, interior stairways, non-structural flooring, floor coverings and plastered or sheet rocked ceilings affixed, attached or appurtenant to such Unit, smoke detectors, carbon monoxide detectors, fireplace (including firebox, flue and dampers) all plumbing, gas and heating, ventilating and air-conditioning fixtures and equipment such as refrigerators, dishwashers, heating, ventilating and air conditioning units (including the fans inside the units), heating equipment, ranges and other appliances as may be affixed, attached or appurtenant to such Unit and within such Unit exclusively and not a General Common Element. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from

branch or fixture shut-off valves attached to such fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Unit shall also include (i) all lighting and electrical fixtures and appliances within the Unit and (ii) any special equipment, fixtures or Facilities affixed, attached or appurtenant to the Unit by a Unit Owner, to the extent located within a Unit from the panel and benefiting only that Unit.

5.4 Notwithstanding anything contained in this Article 6 or the By-Laws to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing and wall to wall carpeting) on the surfaces of the walls, ceilings and floors that are within the interior of such Unit Owner's Unit, provided that no such installation shall impair the structural integrity and mechanical or electrical systems or any other building systems of such Unit and one or more other Units of the Building.

5.5 The Units will be located on the first through sixth floors, as shown on the Floor Plans.

5.6 As of the date of the recording of this Declaration with the Register's Office, fee simple absolute title shall automatically vest in Declarant in all Units, individually and collectively, together with an undivided interest in the Common Elements, without the need to execute specific and particular deeds or indentures for each and every Unit.

ARTICLE 6
THE COMMON ELEMENTS

6.1 The common elements of the Condominium (the "Common Elements") consist of the entire Property, including the Land and all parts of the Building and improvements thereon, other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all Facilities therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, operation, maintenance or safety of the Property. The Common Elements that are appurtenant to, serve or benefit: (a) all Units are called "General Common Elements" as described in Section 6.3 below; (b) one Unit or one Unit Owner to the exclusion of all other Units or Unit Owners (such as a Terrace appurtenant to a Unit) are called "Residential Limited Common Elements" as described in Section 6.4 below;

6.2 The Common Elements will remain undivided, and no Unit Owner or other Person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein and in the By-Laws.

6.3 The General Common Elements consist of the following:

6.3.1 the Land (as more particularly described in Exhibit A annexed to this Declaration), together with all easements, rights and privileges appurtenant thereto, except for the Development Rights, and subject to all zoning lot development agreements and other agreements recorded against the Land prior to the recording date of this Declaration;

6.3.2 any of the following: all foundations, foundation walls, footings, columns, girders, beams, floor slabs and ceiling beams, and supports and interior bearing walls, together with the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed structural members of those walls and any other exterior feature of the Building;

6.3.3 the following rooms and areas:

6.3.3.1 on the cellar level: the water service room, electrical room, the package room, telecom room, gas meter room, storage room, trash compactor room and all associated Facilities with respect thereto as shown on the Floor Plans;

6.3.3.2 on the ground or first floor: the lobby, entrance, doors and vestibule

6.3.3.3 on the roof: the elevator machine room, elevator lobby, boiler room, as shown on the Floor Plans;

6.3.3.4 on the bulkhead level, the stair and elevator bulkheads.

6.3.4 all walks and all other improved and unimproved areas outside of the Building but within the Property, together with all easements, rights and privileges appurtenant thereto (except for the Development Rights, which are the sole property of Sponsor or other Development Rights Owner), including an easement of ingress and egress over and across all walks, subject to the obligation of the Condominium Board to maintain, repair and replace sidewalks on the Property and those sidewalks outside of the Property which are the obligation of the Condominium Board to maintain, whether or not such sidewalks are located within or outside of the Property line and to remove snow and ice therefrom, as set forth in the By-Laws;

6.3.5 the electrical system of the Building, including all common electrical wiring, controls, shut-offs, meters and common ground wire system, excluding any portions which exclusively service or benefit the Residential Limited Common Elements, or a Unit;

6.3.6 water service and house pumps located below grade level, combined house sewer line, sanitary house drain which connects the combined house sewer line to sanitary house drains, storm house drain which connection combines the house sewer line to storm leaders, house trap and vent pipe which serve the sanitary system and running trap which serves the storm drain system, risers and ducts, to the extent all of the aforementioned Facilities service the entire Building, excluding any portions which exclusively service or benefit the Residential Limited Common Elements or a Unit;

6.3.7 the sprinkler system servicing the Building, including pumps, fittings, valves, sprinkler heads and piping to the extent all of the aforementioned Facilities service the entire Building, excluding any portions which exclusively service or benefit the Residential Limited Common Elements, or a Unit;

6.3.8 exhaust systems including the exhaust fan, ductwork and intake and discharge connections to the extent all of the aforementioned Facilities service the entire Building, excluding any portions which exclusively service or benefit the Residential Limited Common Elements, or a Unit;

6.3.9 ventilation supply system consisting of motors, ductwork, fans and controls serving the below grade level and steam and condensate return piping to the extent all of the aforementioned Facilities service the entire Building, excluding any portions which exclusively service or benefit the Residential Limited Common Elements, or a Unit;

6.3.10 the elevator and stairs, except for those wholly within a Unit or connecting a Unit to an appurtenant Residential Limited Common Element.

6.3.11 all other Facilities, equipment, apparatus, installations and other parts of the Building, the common use of which is necessary or convenient for the existence, maintenance or safety of the Building, to the extent all of the aforementioned Facilities service the entire Building, excluding any portions which exclusively service or benefit the Residential Limited Common Elements, or a Unit, and also specifically excluding any such items to the extent same are (a) installed by a Unit Owner or (b) located exclusively within one Unit or (c) specifically designated in this Declaration as part of a Unit or part of the

Residential Limited Common Elements. The phrase "installed by a Unit Owner" as used in this subparagraph shall be deemed to mean installed by one or more Unit Owner(s) or by Declarant, but not by or on behalf of the Condominium Board; and

6.3.12 any other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all of the Units and are not specifically designated in this Declaration as part of any of the Units or part of the Residential Limited Common Elements.

6.4 The Residential Limited Common Elements consist of the Terraces to which a Unit Owner will have exclusive access as set forth on Exhibit B hereto and as shown on the Floor Plans. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, such Unit Owner shall be responsible for all ordinary maintenance of all Terraces appurtenant to such Unit at the Unit Owner's sole cost and expense. The repair and replacement of the exterior surface of such Terrace (e.g. pavers) and railings attached to such Terrace shall be performed by the Condominium Board and the cost there of shall be charged to the respective Unit Owner. However, any structural or extraordinary repairs or replacements to such Terrace (including the abatement of any leaks which are not caused by the negligence or acts of the Unit Owner or its Permitted Users having access to the same) shall be made by the Condominium Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Condominium Board and result from the negligence or acts of the Unit Owner or its Permitted Users shall be made by the Condominium Board, and the Condominium Board may charge the entire cost thereof to the Unit Owner.

6.5 Sponsor shall have the right to create additional categories of Common Elements from space located within its respective Units and to re-designate areas within their respective Common Elements as portions of Units or as portions of Limited Common Elements, so long as the structural integrity of the Building or the proper operation and functionality of the mechanical, electrical and plumbing systems of the Building are not adversely affected thereby.

ARTICLE 7
DETERMINATION OF COMMON INTEREST AND RESIDENTIAL COMMON INTEREST

7.1 The undivided percentage interest of each Unit in the Common Elements is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with Real Property Law 339-i (l)(iv).

ARTICLE 8
USE OF UNITS

8.1 As more particularly set forth herein, and subject to the provisions of the By-Laws, A Unit may be used for residential purposes only, (excluding "dormitory," "bed and breakfast," home exchange or any transient hotel-type use, such as Airbnb, Home Away, or Roomorama) and, with respect to Units only, subject to compliance with the By-Laws, for a lawful home occupation. Each Unit may only be occupied by: (i) any individual who is a Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Unit Owner or permitted lessee; provided that in each instance in clauses (i) through (vi) above: (A) the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the

Unit and is not being designated to use the Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of an Occupancy Plan; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Subject to the foregoing, Units may only be leased in accordance with the By-Laws and the Rules and Regulations. An "Occupancy Plan" means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Units under short-term, timeshare, fractional or shared ownership, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires a direct or indirect ownership interest in the Unit(s) in question with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Unit(s) or a portfolio of accommodations including such Unit(s).

8.2 Upon the prior written consent of Sponsor (with respect to Unsold Units), or the Condominium Board (with respect to sold Units), any Unit may be used for any other lawful purposes, subject, however, to (i) the terms and conditions of the then existing TCO or PCO for the Building, (ii) the Rules and Regulations, (iii) the By-Laws, and (iv) applicable Law. All Unit Owners are prohibited from smoking in or around any of the General Common Elements, Residential Limited Common Elements, and within all Units. The Units shall be used only for residential purposes and any ancillary use, subject, however, to (i) all Laws and the certificate of occupancy in effect at the time in question, (ii) the Rules and Regulations, and (iii) the By-Laws.

8.3 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Sponsor may, without the permission of the Condominium Board, (1) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing certificate of occupancy for the Building; (2) use any Unsold Units as a model Unit and/or office for the selling, leasing, management, operation and promotion of the Unsold Units or for any other purpose, subject only to compliance with Law.

ARTICLE 9
EASEMENTS FOR THE ENJOYMENT OF THE COMMON ELEMENTS

9.1 Subject to the terms of this Declaration, the By-Laws and the Rules and Regulations, if applicable, Sponsor, the Unit Owners, Selling Agent, the Managing Agent, the Condominium Board and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

9.2 Subject to the terms of this Declaration, the By-Laws and the Rules and Regulations, if applicable, Sponsor, the Unit Owners, Selling Agent, the Managing Agent, the Condominium Board and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, except as expressly set forth in this Declaration or in the By-Laws, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other persons to do so.

9.3 Each Unit Owner whose Unit has one or more appurtenant Residential Limited Common Elements shall have an exclusive easement for the use thereof. The Units having the same are indicated on Exhibit B.

9.4 Sponsor and its Permitted Users shall have an easement in, over, under, through and upon the General Common Elements (including but not limited to, residential lobbies, hallways and corridors), to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale of Unsold Units including, without limitation, the right to erect, maintain, replace and/or repair any sign and/or lighting permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit or the operation of any business of a tenant or occupant of any Unit. In addition, for a period of ten (10 years) following the First Unit Closing, Sponsor and its Permitted Users shall have an easement and the right to use the General Common Elements for exhibitions, events and promotional functions, without charge.

9.5 In addition to all other easements and rights granted herein, Sponsor, the Managing Agent, and the Condominium Board and each of their respective Permitted Users, shall have an easement in, through and upon all Units and the Terraces appurtenant thereto, for the purpose of accessing, utilizing, maintaining and replacing the exhaust fans or any other mechanical equipment located on the Terrace, if any.

ARTICLE 10
OTHER EASEMENTS

10.1 Sponsor for so long as it shall own any Unsold Unit, and the Condominium Board, on behalf of all Unit Owners, shall have the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Sponsor, or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the Unit Owners and their Permitted Users, provided that the granting of such additional utility easements or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any utility company and its employees and agents shall have the right of access to each Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business or with the use of the Units for their permitted purposes. Notwithstanding any other provision of this Declaration, the By-Laws or the Rules and Regulations, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected and shall be in accordance with comparable first-class condominium buildings in Manhattan.

10.2 Sponsor and its Permitted Users for so long as Sponsor shall own any Unsold Unit, shall have an easement for ingress and egress through all of the Common Elements in order to make alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Unsold Units and the Common Elements.

10.3 Each Unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

10.4 Sponsor, and its Permitted Users shall have an exclusive right and easement for so long as the Condominium shall remain in existence to erect, use, lease, maintain, repair, replace and operate (a) antennae, satellite dishes and other communications equipment, and (b) any pipes, risers, ducts, flues and equipment necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Law, on any part of the roof of the Building and elsewhere on the Common Elements (excluding Terraces) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith. The exercise of the easement and these rights do not require the consent of the Condominium Board or the Unit Owners and shall be without charge to Sponsor. Any obligations of Sponsor under any lease, license or other right of use granted by Sponsor with respect to the roof of the Building shall be the obligation of Sponsor and not of the Condominium, and any rights of Sponsor, including, without

limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right of Sponsor, and not of the Condominium or any other Unit Owner. In connection with such easement and related rights, Sponsor and its Permitted Users shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject to such easement.

10.5 Sponsor and the other Development Rights Owner shall have an easement for ingress and egress through all of the Common Elements for any purpose in connection with Sponsor's or other Development Rights Owner's utilization, sale or transfer of any Development Rights, including without limitation (i) effecting a zoning lot merger or division; or (ii) creating a Combined Zoning Lot or any enlargement or subdivision thereof; or (iii) effecting a sale or transfer of Development Rights in any manner permitted by Law.

10.6 The Condominium and Building shall be designated and known as 318 East 81st Street Condominium. Sponsor shall own and control all rights and interest, appurtenant to the name of the Condominium and/or the Building and any intellectual property relating thereto, including without limitation, any logos, marks, websites, trademarks, copyrights or names relating to or referring to the name of the Condominium or the Building, unless otherwise prohibited by Law. Only Sponsor shall have the right to change or assign the name of the Condominium. In addition, Sponsor shall have the right to utilize other names for the Building or portions thereof for marketing and promotional purposes without the consent of the Condominium Board or the Unit Owners. Sponsor shall have an exclusive easement for so long as the Condominium shall remain in existence to erect, maintain, repair and replace, from time to time, a plaque and/or sign ("Plaque"), without charge, on the exterior portion of the Building setting forth the name and address of Sponsor, or such other information as Sponsor desires in its sole discretion. Only Sponsor shall have the right to remove the Plaque, unless mandated by Law.

10.7 If (a) any portion of the Common Elements encroaches upon any Unit or upon any other portion of the Common Elements, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachment shall hereafter occur as a result of (i) the settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board, or made by Sponsor in accordance with this Declaration or the By-Laws or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

10.8 In addition to the specific easements set forth in this Article 10 and in Article 9 hereof, the Property and every portion thereof shall be subject to all easements made with the City of New York or with any utility companies or other Persons in effect prior to the recording of this Declaration.

ARTICLE 11
ALTERATIONS, ADDITIONS, IMPROVEMENTS AND CHANGES TO UNSOLD UNITS

11.1 Sponsor shall have the right, without the vote or consent or approval of the Condominium Board, other Unit Owners, Selling Agent, the Managing Agent or the Mortgage Representatives, if any, to:

(a) make alterations, additions, improvements, or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Unsold Units and their appurtenant Residential Limited Common Elements, if any;

(b) change the layout of, or number of rooms in, any Unsold Units;

(c) amend the Certificate of Occupancy for the Building as it relates to the Unsold Units;

(d) subject to subsection (b) of this Section 11.1, change the size and/or number of Unsold Units by (w) subdividing one or more Unsold Units into two or more separate Units, (x) combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Units, (y) altering the boundary walls between any Unsold Units, or (z) otherwise, which exclusively benefit an Unsold Unit into such Unsold Unit without changing the percentage of Common Interest of such Unit; and

(e) if appropriate, reapportion among the Unsold Units affected by such change in size or number pursuant to the preceding clauses their Common Interests;

provided, however, that, with respect to any such alteration, addition, improvement, or change in, to, of, or upon any Unsold Unit :

(i) no physical modifications shall be made to any other Unit and the Common Interest (other than Unsold Units), as the case may be, or interior dimensions of any other Units (other than Unsold Units) shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto;

(ii) Sponsor shall comply with Law;

(iii) Sponsor shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom;

(iv) such alteration, addition, improvement, repair or change shall not jeopardize the soundness, mechanical systems or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property; and

Notwithstanding the foregoing, however, the aggregate amounts of both the Common Interests of all the Units of all Units shall always remain at 100%, and no reapportionment of the Common Interest appurtenant to any Unit, as the case may be, shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest of the affected Unit has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered by Sponsor or any other Person reasonably acceptable to the Condominium Board. By written permission of the Condominium Board, which permission shall not be unreasonably withheld or delayed, any other Unit Owner may be given with respect to such Unit the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Units. Notwithstanding the other provisions of this Article, no reapportionment of the Common Interests appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest of the affected Unit has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered by the Unit Owner or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article may not be added to, amended, modified, or deleted without the prior written consent of Sponsor.

ARTICLE 12
ACQUISITION OF UNIT BY THE CONDOMINIUM BOARD

If (a) any Unit Owner surrenders the Unit , together with its Appurtenant Interests to the Condominium Board pursuant to the terms of the By-Laws or Section 339-x of the Condominium Act, or (b) the Condominium Board, pursuant to the By-Laws or otherwise, either acquires or leases a Unit, together with its Appurtenant Interests, or purchases, a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title to any such Unit and such Appurtenant Interests shall be held by the

Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

ARTICLE 13
POWER OF ATTORNEY TO SPONSOR AND THE CONDOMINIUM BOARD

13.1 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, Sponsor, to:

(a) amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Sponsor under the Condominium Documents; and

(b) effectuate Sponsor's or other Development Rights Owner's utilization, sale or transfer of all or any portion of the Development Rights appurtenant thereto, as set forth in this Declaration.

13.2 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit , shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and commencing, pursuing, appealing, settling and/or terminating administration and tax certiorari proceedings on behalf of the Unit Owners for the reduction of the assessed valuation of their Units, such Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;

(b) acquire, lease or license any Unit, together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, sublease or surrender the same or acquire any Unit, together with its Appurtenant Interests that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(d) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Property or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Property which the Condominium Board deems necessary or appropriate or (3) any protest and tax certiorari proceeding documentation affecting Units.

13.3 In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of either Sponsor or the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Power of Attorney, substantially in the form set forth as Exhibit F to this Declaration.

ARTICLE 14
TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as the Property is withdrawn from the provisions of the Condominium Act and is authorized by a vote of 80% in number and in Common Interest of all Unit Owners and the Permitted Mortgagees representing at least 51% percent of the Common Interests of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any. In the event the withdrawal is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such net proceeds all liens on the Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

ARTICLE 15
COVENANT OF FURTHER ASSURANCES

15.1 Any Person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a Member or officer of the Condominium Board or a Permitted User of either or otherwise, shall, upon prior reasonable written request at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

15.2 If any Unit Owner, the Condominium Board or other Person that is subject to the terms of this Declaration fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after request therefor, to execute, acknowledge or deliver any instrument which such Unit Owner, Condominium Board or other Person is required to execute, acknowledge or deliver pursuant to this Declaration at the request of Sponsor, then Sponsor is hereby authorized, as attorney-in-fact for the Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, in the name of the Unit Owner, Condominium Board or other Person, and such instrument shall be binding on the Unit Owner, Condominium Board or other Person. The Condominium Board shall not unreasonably withhold or delay its consent or approval with respect to any matter contained in this Declaration which requires the consent or approval of the Condominium Board.

ARTICLE 16
COVENANTS RUNNING WITH THE LAND

16.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the

provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or use and occupancy agreement thereof.

16.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of, the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

16.3 If this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 17
DEVELOPMENT RIGHTS

17.1 Any Development Rights shall be the property of and shall inure solely to the benefit of Sponsor or another Development Rights Owner, who shall have the exclusive right to utilize, sell or otherwise transfer any Development Rights (including, without limitation, to a subsequent Development Rights Owner). Neither the Condominium Board nor any Unit Owner shall have any right or interest in any Development Rights.

17.2 In connection with its utilization of Development Rights, Sponsor or other Development Rights Owner, among other rights, may cause the Property to be divided into two or more parcels which collectively are referred to as the "Combined Zoning Lot."

17.3 Each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Condominium Board, shall be deemed to have consented to and agreed that if Sponsor or other Development Rights Owner seeks to enlarge the Combined Zoning Lot by adding other parcels of real property ("Additional Parcels") so as to create an enlarged Combined Zoning Lot, or seeks to utilize or transfer Development Rights for the purposes and in accordance with the provisions of the Zoning Resolution or other applicable Law, the Condominium Board and the Unit Owner have (i) waived the right to execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air or other document or instrument and the right to appear in opposition before any community board or governmental or quasi-governmental authority to oppose in any manner the utilization, sale or transfer of Development Rights or the establishment of the Combined Zoning Lot or any enlargement, division or proposed use thereof; and (ii) consented as a party in interest, to any declaration or other agreement utilizing the Development Rights in any manner, including by

effecting a transfer of Development Rights or a merger or division of any of the parcels comprising the Combined Zoning Lot with any other tax lots in order to form a single zoning lot for the purpose of transferring all or any portion of the Development Rights from Sponsor or other Development Rights Owner.

17.4 Notwithstanding the provisions of the immediately preceding paragraph, each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Condominium Board, shall be deemed to have granted to Sponsor and any other Development Rights Owner an irrevocable power of attorney coupled with an interest, to execute, acknowledge and deliver any such declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument necessary or expedient to carry out the exercise of any rights, reserved, retained or granted to Sponsor or other Development Rights Owner. Alternatively, upon demand of Sponsor or other Development Rights Owner, each Unit Owner and the Condominium Board shall execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument requested by Sponsor or other Development Rights Owner in order that (i) Sponsor or other Development Rights Owner may effectively utilize, sell or otherwise transfer Development Rights to any Person designated by Sponsor or other Development Rights Owner, and (ii) such Person may effectively utilize such Development Rights.

17.5 Notwithstanding the foregoing, neither Sponsor nor any other Development Rights Owner may utilize Development Rights to increase the size, height, bulk or density of any portion of the Property.

17.6 All rights and obligations of the Sponsor set forth in this Declaration with respect to the Development Rights shall apply equally to any other Development Rights Owner.

ARTICLE 18
AMENDMENTS TO THIS DECLARATION

18.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor, any provision of this Declaration affecting the (i) General Common Elements or all Unit Owners may be added to, amended, modified or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Unit Owners, taken in accordance with the provisions of the By-Laws; provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor, no amendment, modification, addition or deletion shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage Representatives (as defined in the By-Laws), if any. No such amendment, modification, addition or deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor, any such amendment, modification, addition or deletion shall be executed by either the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, and the Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact.

18.2 Sponsor (and any other Development Rights Owner, solely with respect to utilization, sale or transfer of Development Rights) shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute, acknowledge and record (or, at Sponsor's sole option) (or, with respect to the utilization, sale or transfer of Development Rights, at Sponsor's or other Development Rights Owner's sole option) to require the Condominium Board or any other Unit Owners to execute, acknowledge and record) in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration, the By-Laws, the Rules and Regulations and the Floor Plans of the Condominium as Sponsor (or other Development Rights Owner, solely with respect utilization, sale or transfer of Development Rights) deems appropriate to effectuate the same:

(i) to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the terms of Article 11 hereof; or

(ii) required by (x) an Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Unsold Unit , (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Sponsor to insure title to any Unsold Unit ; or

(iii) to correct any inconsistencies or scrivener's errors in the Declaration, the By-Laws and/or Floor Plans; or

(iv) with respect to Development Rights, to effectuate Sponsor's or other Development Rights Owner's utilization, sale or transfer of any Development Rights in any manner permitted by Law, provided that no such amendment shall enable Sponsor or other Development Rights Owner to utilize Development Rights to increase the size, height, bulk, configuration and/or density of the Property; or

(v) to relinquish any rights granted to Sponsor hereunder.

Provided, however, that any amendment made pursuant to the terms of subparagraph (i) or (ii) of this Section shall not (1) change the Common Interest of any Unit other than a Unit owned by Sponsor, or (2) require a material, physical modification of any Unit other than a Unit owned by Sponsor, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in (1) or (2) of this Section) or the holder of such mortgage (in the event described in (3) of this Section) shall consent thereto by joining in the execution of such amendment.

18.3 Any amendment to this Declaration may be executed; (i) if on behalf of Sponsor or other Development Rights Owner pursuant to the terms of Section 18.2 hereof, by Sponsor or other Development Rights Owner, or (ii) if on behalf of the Unit Owners or by the Condominium Board, by any officer of the Condominium. If the amendment requires the approval of a specific percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-Laws) in writing without a meeting, in which Certificate shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

18.4 Notwithstanding anything contained in the Condominium Documents to the contrary, if any Unit Owner, with the prior written approval of the Condominium Board, changes the size and/or number of Units owned by such Unit Owner by either (i) subdividing a Unit into two or more separate Units, (x) combining a Unit into one or more Units, (y) altering the boundary walls between any adjacent Units owned by such Unit Owner, or (z) otherwise, which exclusively benefit a Unit into such Unit, then the Condominium Board on behalf of such Unit Owner and at the Unit Owner's sole cost and expense, shall have the right to execute, and record in the City Register's Office and elsewhere, if required by Law, any amendment to this Declaration and other documents which are necessary or appropriate to reflect the changes made by the Unit Owner, all without the approval of the other Unit Owners, provided, however, that any such amendment shall not (1) change the Common Interest of any other Unit, or (2) require a physical modification of any other Unit, or (3) adversely affect the structural integrity of the Building or the functionality and operation of the mechanical, electrical, plumbing or communications systems of the Building, or (4) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender, unless the owner of such affected Unit (in the event described in (1) or (2)) or the Condominium Board (in the event described in (3)) or the holder of such mortgage (in the event described in (4)) shall consent thereto by joining

in the execution of such amendment. The Unit Owner shall provide the Condominium Board with a copy of the recorded amendment promptly upon such recording.

18.5 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be effective in any respect against Sponsor or other Development Rights Owner if the same would (i) unreasonably interfere with the sale, lease, or other disposition of any Unit owned by any of them, (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit granted to Sponsor unless Sponsor or other Development Rights Owner shall consent to such amendment in writing, or (iii) impose any discriminatory charge or fee against Sponsor, unless Sponsor shall consent to such amendment in writing.

18.6 The provisions of this Article may not be modified, amended, added to or deleted, in whole or in part, without the consent of Sponsor if the same relate to Sponsor.

18.7 No amendment to the Condominium Documents which would materially and adversely affect the holder of any Permitted Mortgage shall be effective without the prior written consent of 51% of the Permitted Mortgagees or a majority of the Mortgage Representatives, if any. If the Permitted Mortgagees or Mortgage Representatives fail to respond within 60 days after written receipt of the proposed amendment, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representatives, as applicable, shall be deemed to have been given.

ARTICLE 19
PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York, is hereby designated to receive service of process in any action which may be brought against the Condominium.

ARTICLE 20
INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the description of the Land annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the definitions annexed hereto as Exhibit C; (v) the By-Laws annexed hereto as Exhibit D; (v) the Unit Power of Attorney annexed hereto as Exhibit E; and (vi) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 21
WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 22
SEVERABILITY

Subject to the provisions of Section 16.2 and 16.3 of Article 16 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provisions of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

ARTICLE 23
SUCCESSORS AND ASSIGNS

The rights and/or obligations of Sponsor as set forth in this Declaration and the By-Laws shall inure to the benefit of and be binding upon any successor or assignee or designee of Sponsor. Sponsor shall each have the right, at any time, subject to applicable provisions of the By-Laws, in their respective sole discretion, to assign or otherwise transfer their interest therein, whether by merger, consolidation, lease, assignment, or otherwise.

ARTICLE 24
CAPTIONS

The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 25
CERTAIN REFERENCES

26.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

26.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

26.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 26
GENERAL

Except as required by Law, neither Sponsor, its principal(s) nor any of its designees shall be subject to any of the restrictions and/or prohibitions with regard to the Units set forth in this Declaration or the By-Laws annexed hereto.

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the ___ day of _____, 2017.

SPONSOR:

EAST 81 BLISS, LLC

By: _____
Name:
Title:

(ACKNOWLEDGEMENT)

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

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

_____

Notary

EXHIBIT A

DESCRIPTION OF THE LAND

318 East 81st Street Condominium
318 East 81st Street
New York, New York 10028
Block 1543 F/K/A Lot 45

EXHIBIT B

TO THE DECLARATION

DESCRIPTION OF THE UNITS

318 East 81st Street Condominium
318 East 81st Street
New York, NY 10128

UNIT	NUMBER OF BEDROOMS/ BATHS	APPROXIMATE TOTAL SQ. FT. UNIT	TERRACE/	BLOCK 1543 TAX LOT NO.	PERCENTAGE OF COMMON INTEREST	FLOOR NO.	LOCATION IN PORTION OF BUILDING FACING DIRECTION SET FORTH BELOW	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS

To be completed prior to Recording of the Declaration.

DEFINITIONS

For convenience, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject, in many cases, to the more particular definitions of such terms set forth in the Declaration and By-Laws set forth in Part II of the Plan. This Section does not purport to include the definitions of all defined terms used in the Plan or in such documents.

Appurtenant Interest:	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-i of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
Arbitration:	The method for resolution of certain disputes, as defined in the By-Laws.
Board of Managers or Condominium Board:	The board of managers of the Condominium.
Board Member:	A member of the Condominium Board.
Building:	The structure located at 318 East 81st Street, New York, New York.
Business Days:	Monday to Friday, except holidays observed by the federal, state or local governments.
By-Laws:	The by-laws governing the operations of the Condominium, which are set forth in Exhibit D to the Declaration.
Closing:	The consummation of the transfer of fee title to a Unit and its Appurtenant Common Interest to a Purchaser pursuant to a fully executed Purchase Agreement.
Closing Date:	The date upon which a Closing occurs.
Common Charges:	Assessments payable by the Unit Owners to the Condominium Board to meet the Common Expense in accordance with the By-Laws.
Common Elements:	All portions of the Property other than the Units. Common Elements are comprised of General Common Elements and Limited Common Elements.
Common Expenses:	The General Common Expenses.
Common Interest:	The proportionate, undivided interest of each Unit of the Common Elements as set forth in Exhibit B to the Declaration.
Condominium:	318 East 81st Street Condominium.

Condominium Act:	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
Condominium Documents:	The Declaration and all Exhibits thereto, the By-Laws, and the Rules and Regulations.
Construction Lender:	The holder(s) of the Construction Loans at the time in question, or their respective agents and/or servicers.
Construction Loans:	All loans and mortgages securing such loans made by MidFirst Bank, as Administrative Agent ("Construction Lender") to East 81 Bliss, LLC to pursuant to that (i) Project Loan Mortgage, Assignment of Leases and Rents, Security Agreement, dated May 26, 2016 and recorded on June 28, 2016 in the Register's Office in CRFN 2016000216512, and (ii) Building Loan Mortgage, Assignment of Leases and Rents, Security Agreement dated May 26, 2016 and recorded on June 28, 2016 in the Register's Office in CRFN 2016000216511, as same may be assigned, extended and/or modified from time to time.
Declarant:	The Sponsor of the Offering Plan, or its designee, and successors and/or assigns.
Declaration or Declaration of Condominium:	The instrument creating the Condominium, as the same may be amended from time to time, which is set forth in Part II of the Plan.
Department of Law:	The New York State Department of Law.
Development Rights:	All air and/or other development rights otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in the Plan.
Development Rights Owner:	Sponsor or any Person which acquires all or any portion of the Development Rights from Sponsor or other Development Rights Owner.
Down Payment:	The deposit(s), advances and payments delivered by a Purchaser prior to the Closing of Title to a Unit.
Emergency:	Any situation where a particular action is immediately necessary (i) to avoid material damage to all or any portion of the Building or Property, (ii) to protect any person from harm, (iii) to avoid the unforeseen and unforeseeable suspension of any material service in or to the Building, the Property or any Unit thereof, the failure of which service would have a material effect on the Building, the Property, any Unit and/or materially impair the use, operation and/or enjoyment of the Building, the Property or any Unit.
Facilities:	Includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment,

	apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, cooling tower, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, tree, shrubbery, flower or other planting and horticulture tub, box or planter, valves and meter to separate utilities, fire pump, smoke evacuation fans, stair pressurization fans, and booster pump.
Family Member:	With respect to Unit Owners, shall mean the spouse, domestic partner, their children, stepchildren, grandchildren, siblings, step siblings, aunts, uncles, nieces, nephews, parents, stepparents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner's Unit.
Filing Date:	The date on which the Plan is accepted for filing by the Department of Law.
First Unit Closing:	The first Closing of title with a bona fide Purchaser of a Unit.
Floor Plans:	The floor plans of the Units certified by a registered architect or licensed professional engineer, and filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.
Force Majeure:	All acts of God, strikes, non-availability of materials, war or national defense, acts of terrorism, exemptions, governmental restrictions of actions, injunctions or court orders or other similar causes beyond the reasonable cause of the Person required to perform the work or satisfy the condition which has not been performed or satisfied as a result thereof and not attributable to the improper acts or omissions of such Person and not arising solely from the lack of funds.
GBL:	Section 352-e of the New York General Business Law, or any successor statute.
General Common Charges:	Assessments payable to the Condominium Board by the Unit Owners for the purpose of meeting General Common Expenses.
General Common Elements:	The Land and all parts of the Building, including its foundations, support and main roof (as specified in the

	Declaration), other than the Units and the Residential Limited Common Elements.
General Common Expenses:	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements.
Governmental Authority:	Any Federal, New York State, New York City, New York County governments, any or all departments, subdivisions, bureaus, agencies, or offices thereof or any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium.
Institutional Lender:	A savings bank, a savings and loan association, a bank or trust company (whether acting individually, as a trustee, as a serving agent or in a fiduciary capacity), a private pension fund, a credit union or a credit company, an insurance company, a federal, state or municipal employee's welfare, benefit, pension or retirement fund, any governmental agency or entity insured by a governmental agency, any brokerage or investment banking organization (or an affiliate thereof), and other co-lenders and their successors and assigns whether acting in its own capacity or on behalf of its clients, any real estate mortgage investment conduit or similar investment vehicle, or any combination of Persons that would otherwise constitute Institutional Lenders; provided, however, that (i) a Person (other than a real estate mortgage investment conduit or similar investment vehicle) shall not constitute an Institutional Lender for purposes hereof unless such Person has net assets of at least Two Hundred Fifty Million Dollars ($250,000,000) and (ii) an Institutional Lender shall also include any other Person that is generally recognized in the capital markets as an institutional lender from after the date of the Declaration.
Institutional Mortgage:	Any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Sponsor or an Institutional Lender.
Insurance Trustee:	An Institutional Lender designated by the Condominium Board in accordance with the provisions of the By-Laws. Notwithstanding the foregoing, for so long as the Construction Loans are outstanding, the Insurance Trustee shall be the Construction Lender, its agent or servicer.
Land:	All that certain tract, plot, piece and parcel of land situate, lying and being in the City and State of New York, County of New York, as more particularly described in Exhibit A to the Declaration.

Law:	The laws, ordinances, rules, regulations, and directives of any Governmental Authority.
Majority of Unit Owners:	Either (i) more than 50% in Common Interest in the aggregate, or (ii) more than 50% in number of Units in the aggregate, or (iii) more than 50% in the aggregate in both Common Interest and in number of Units, as may be specified in the Declaration or the By-Laws with respect to any matter or matters.
Managing Agent:	The agent retained by the Condominium Board to manage the Property in accordance with the By-Laws.
Mortgage Representative:	One or more representatives of a holder of the Permitted Mortgages secured by a Unit who are empowered to act on behalf of a holder of a Permitted Mortgage, with respect to any matter requiring its consent or approval under the Declaration or By-Laws.
Offering Plan or Plan:	The document filed with the New York State Department of Law pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time.
Operation of the Property:	The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.
Purchase Agreement:	The agreement to purchase a Unit pursuant to the Offering Plan.
Permitted Mortgage:	A mortgage permitted to be placed on a Unit pursuant to the By-Laws or any mortgage made to construct or further finance the Property, which encumbers one or more of the Units or all of the Units, including, without limitation, the Construction Loans.
Permitted Mortgagee:	The holder of a Permitted Mortgage or a guarantor of record, including, without limitation, the Construction Lender and such banks and financial institutions as constitute the holders of the Construction Loans.
Person:	A natural person, corporation, partnership, association, limited liability company, trustee or other legal entity.
Power of Attorney:	The document, executed and delivered by Unit Owner, which appoints the Condominium Board and the Sponsor to take certain actions on behalf of the Unit Owners as set forth in the Declaration and By-Laws.
Property:	The Land, the Building and all other improvements thereon, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property,

	personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the Condominium Act.
Purchaser:	Any Person who has entered into an agreement with Sponsor to purchase a Unit
Register's Office:	The Register of the City of New York.
Rules and Regulations:	The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws.
Special Assessment:	A charge allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interests, except as otherwise provided in the Declaration or in the By-Laws.
Sponsor:	East 81 Bliss, LLC, a New York limited liability company, its successors and assigns, and any Sponsor-designee.
Sponsor-designee:	Any Person designated by Sponsor to hold title to any Unit or to exercise Sponsor's rights under the Declaration. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under the Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee".
Terrace:	Any terrace, balcony, patio or garden appurtenant to a Unit, including the fixtures attached to or forming part of such Terrace.
Residential Limited Common Element:	Those Common Elements which serve or benefit one or more but not all of the Units and/or the Unit Owners.
Unit :	Any Unit designated as a Unit in the Declaration. All such Units, are, collectively, referred to as the "Units
Unit Owner:	Any owner of a Unit. All such owners are, collectively, "Unit Owners".
Unit:	Any space in the Building designated as a Unit in the Declaration. All such Units are, collectively, the "Units."
Unit Owner:	The Person(s) owning a Unit in fee simple absolute. All such unit owners are, collectively, the "Unit Owners."
Unit Deed:	The deed transferring title to a Unit from Sponsor to Purchaser or from one Unit Owner to another Unit Owner.

Unsold Unit :	Any Unit owned by Sponsor or its designee at the time in question.

EXHIBIT D

BY-LAWS

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BY-LAWS

ARTICLE 1
GENERAL

Section 1.1 *Purpose*. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of: (i) the Land, which is more particularly described in Exhibit A to the Declaration; (ii) the Building, which includes, without limitation, the Units, the Common Elements and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith, except for the Development Rights, as set forth in the Declaration. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-Laws form a part. The purpose of the Condominium is to carry on the acquisition, construction, management, maintenance and care of the Common Elements and to perform related functions with respect to the other portions of the Property.

Section 1.2 *Definitions*. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Exhibit C to the Declaration, unless the context in which the same are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforementioned capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3 *Applicability of By-Laws*. These By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 1.4 *Application of By-Laws*. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and employees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with.

Section 1.5 *Principal Office of the Condominium*. The principal office of the Condominium shall be located either at the Property or at such other place reasonably convenient thereto in the Borough of Manhattan as may be designated from time to time by the Condominium Board.

ARTICLE 2
CONDOMINIUM BOARD

Section 2.1 *General*. As more particularly set forth in Sections 2.4, 2.5 and 2.6 hereof, the affairs of the Condominium shall be governed by the Condominium Board. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act as, and shall be, the Agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By-Laws.

Section 2.2 *Status of the Condominium Board*. Unless and until the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Condominium Board shall incorporate in

accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Condominium Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3 *Principal Office of the Condominium Board*. The principal office of the Condominium Board shall be located either at the Property or at such other place reasonably convenient thereto in the Borough of Manhattan as may be designated from time to time by the Condominium Board.

Section 2.4 *Powers and Duties of the Condominium Board*.

(A) The Condominium Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, including, without limitation, as the Condominium Board shall deem necessary or proper in connection therewith, (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel.

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership and operation of the Property as a condominium.

(iii) to maintain complete and accurate books and records with respect to the finances and the operation of the Condominium, including without limitation: (a) detailed accounts, in chronological order, of receipts and expenditures affecting the Property; (b) detailed books of account of the Condominium Board; (c) other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws; and (d) minutes and other records of all meetings held pursuant to the terms of these By-Laws.

(iv) to adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same.

(v) to approve the amount and the means and methods of payment of, and collection of, the Common Charges and Special Assessments from the Unit Owners;

(vi) to borrow money on behalf of the Condominium in accordance with Section 339-jj of the Real Property Law when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the General Common Elements or Residential Limited Common Elements, provided, however, that: (a) the affirmative consent of at least 66 2/3% of the Members of the Condominium Board shall be required for the borrowing of any sum in excess of $1,000,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years (b) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (c) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (vi)

shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest, bears to the aggregate Common Interests of all Unit Owners, shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file against such Unit Owner's Unit.

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor which shall at no time be less than two and that each check drawn on such account shall need at least two signatures.

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements.

(ix) to obtain insurance for the Property, including portions of the Units, pursuant to the terms of Section 5.4 hereof.

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners (except as otherwise provided herein); (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property.

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws.

(xii) to obtain and keep in force fidelity bonds, in amounts deemed appropriate by the Condominium Board, but in no event less than $100,000, for: (a) all Members of the Condominium Board; (b) all officers and employees of the Condominium; and (c) the Managing Agent, and the premiums on all such fidelity bonds shall constitute a part of the Common Expenses.

(xiii) to accept the surrender of any Unit pursuant to the terms of paragraph (D) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners.

(xiv) to purchase, lease, or otherwise acquire Units offered for sale, lease or assignment by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners but only with the consent of a Majority of Unit Owners.

(xv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise and on behalf of all Unit Owners but only with the consent of a Majority of Unit Owners.

(xvi) to sell, lease, license, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to vote the interest appurtenant to any such Unit.

(xvii) to adopt and amend the Rules and Regulations and to levy and authorize collection of fines against Unit Owners for violations of the Rules and Regulations and these By-

Laws (any such fines and fees shall be deemed to constitute Common Charges payable by Unit Owners of the Unit against which they are levied).

(xviii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners.

(xix) to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and By-Laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and By-Laws.

(xx) to organize corporations to act as the designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium.

(xxi) to execute, acknowledge and deliver: (a) any and all declarations (including a declaration of single zoning lot) or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building, and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate, and (c) any and all declarations, consents, waivers or other instruments requested by Sponsor, or other Development Rights Owner, with respect to Sponsor's or other Development Rights Owner's utilization, sale or transfer of Development Rights.

(xxii) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modification, additions and deletions theretofore made to the same.

(xxiii) to prepare, execute, acknowledge and institute on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, protests of real property tax assessments and tax certiorari proceedings with respect to all Units and to assess any costs incurred thereby as a Common Expense.

(xxiv) to commence summary eviction proceedings in the name of or on behalf of the Condominium Board and/or a Unit Owneragainst an authorized guest and/or a tenant of a Unit Owner if such authorized guest and/or tenant does not conform to the Rules and Regulations of the Condominium, annexed hereto as Addendum to the By-Laws, as said Rules and Regulations may at any time and from time to time, be modified, amended or added to in accordance with the terms of these By-Laws. All costs in connection with the removal of the authorized guest and/or tenant, including attorneys' fees, shall be borne by the Unit Owner.

(xxv) to establish policies, procedures, and Rules and Regulations in connection with the sale, lease or alteration of a Unit , and to impose fees in connection with such sales, leases, and/or alterations.

(xxvi) to establish policies and procedures with respect to the services and facilities of the Condominium, and impose restrictions on the hours of access and use of amenity areas by Unit Owners.

(xxvii) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

(xxviii) to adjust the First Year's Budget to reduce the Common Charges if some or all of the services or facilities are not available at the First Closing.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Section 2.5 *Certain Limitations on the Powers of the Condominium Board.*

(A) Notwithstanding anything to the contrary contained in these By-Laws, upon the earlier of (i) the date upon which Sponsor shall continue to own Units having an aggregate Common Interest of 25% or less, or (ii) 5 years from the First Closing, the Condominium Board may not, without Sponsor's prior written consent:

(i) make any addition, alteration, or improvement to the Common Elements or to any Unit, unless the same shall be required by Law;

(ii) assess any Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a working capital, reserve, contingency, or surplus fund;

(iii) increase or decrease the number of, or change the kind of employees from those described in the First Years Budget;

(iv) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services in excess of those described in the First Year's Budget set forth in the Plan, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business;

(v) borrow money on behalf of the Condominium; or

(vi) exercise a right of refusal to lease or purchase a Unit.

However, Sponsor may not diminish or eliminate services, facilities or any line items described in the First Year's Budget and Sponsor's written consent shall not be necessary to perform any function or take any action described in clauses (i) through (vi) above, if, and only if, the performance of such function or the carrying out of such action is necessary to: (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer or (iv) to ensure the health and safety of the occupants of the Building.

Any dispute as to whether or not a determination materially and adversely affects any Units shall be settled by arbitration in accordance with the provisions of the Declaration and these By-Laws. No dispute with respect to whether a determination materially and adversely affects a Unit shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Condominium Board within 10 Business Days of receipt by it of notice of such determination.

Section 2.6 *Exercise and Delegation of Powers and Duties*.

(A) Any act within the power of the Condominium Board to perform, and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Condominium Board.

(B) The Condominium Board may from time to time appoint, by duly adopted resolutions, such committees as the Condominium Board may deem appropriate to perform such duties and services as the Condominium Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section 2.6. The members of such committees need not be Members of the Condominium Board, so long as at least one member of each such committee is a Member of the Condominium Board.

(C) The Condominium Board may employ a Managing Agent to serve at a compensation approved by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations contained in paragraph (D) of this Section 2.6, the Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section 2.6, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the Condominium Board shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (xiii), (xiv), (xv), (xvi) and (xvii) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in paragraph (B) of this Section 2.6 shall have, or be entitled to exercise, any of the powers of the Condominium Board, except to the extent permitted by Law.

Section 2.7 *Number, Election and Qualification of Members*.

(A) Until the First Annual Meeting held pursuant to the terms of Section 4.1 hereof, the Condominium Board shall consist of 3 individuals, all of whom are to be designated from time to time by Sponsor. From and after the First Annual Meeting and for so long as Sponsor continues to own at least 1 Unsold Unit, the Condominium Board shall consist of 3 individuals, 2 of whom shall be elected and/or designated in accordance with the terms of these By-Laws by the Unit Owners (including Sponsor) (collectively, the "Members"). Sponsor may designate the same person to fill the Sponsor's positions on the Condominium Board.

(B) Except for Members designated by Sponsor pursuant to the terms of this Section 2.7 or of Section 2.10 or 4.9 hereof, all Members of the Condominium Board shall be either: (i) individual Unit Owners or adult Family Members of an individual Unit Owner; or (ii) individual Permitted Mortgagees; or (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees. After the Initial Sponsor Control Period, a majority of the Members of the Condominium Board need not be owner-occupants of the Building who are unrelated to Sponsor or its principal. In addition, no individual may be elected to serve on the Condominium Board, (nor may continue to serve on the Condominium Board) if the Condominium Board has perfected a lien against such Unit and the amount necessary to release such lien has not been paid at the time of such election, or so long as such lien remains unpaid. In no event may more than one individual Unit Owner of a designated Unit serve on the Condominium Board or as an officer of the Condominium Board at the same time during the term of office.

Section 2.8 *Term of Office of Members*. The term of office of the 3 Members of the Condominium Board designated by Sponsor prior to the First Annual Meeting shall expire when the 3

individuals to be elected and/or designated at such meeting are so elected and qualified or designated, as the case may be. The term of office of each of the 3 individuals elected and qualified or designated, as the case may be, at the First Annual Meeting pursuant to the terms of Section 4.9 hereof, shall be fixed at 1 year. Notwithstanding anything to the contrary contained in this Section 2.8, however, each Member of the Condominium Board shall serve until a successor shall be elected and qualified or designated, as the case may be.

Section 2.9 *Removal and Resignation of Members*.

(A) Any Member of the Condominium Board who was elected thereto either by the Unit Owners, pursuant to the terms of Section 4.9 hereof, may be removed from office, with or without cause, by a vote of a Majority of Unit Owners. Any Member of the Condominium Board who was designated as such by Sponsor pursuant to the terms of Section 2.7, 2.10, or 4.9 hereof, may be removed, with or without cause, only by Sponsor. If any Member of the Condominium Board who was designated by Sponsor is removed, the successor shall also be designated by Sponsor. A Member of the Condominium Board whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(B) Any Member of the Condominium Board may resign such Member's membership at any time by giving written notice thereof to the Condominium Board. In addition, any Member of the Condominium Board who shall cease to be qualified for membership pursuant to the terms of Section 2.7 hereof shall be deemed to have resigned such Member's membership effective as of the date upon which such qualification shall cease.

Section 2.10 *Vacancies*.

(A) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a Member who was elected thereto by the Unit Owners shall be filled by an individual who is qualified to be a Member pursuant to the terms of Section 2.7 hereof and who is elected by a vote of the majority of the Members of the Condominium Board elected or designated by the Unit Owners then in office. A special meeting of the Condominium Board shall be held for the purpose of filling any such vacancy promptly after the occurrence thereof, and the election held thereat shall be effective to fill such vacancy even if the number of Members present at such meeting shall not constitute a quorum.

(B) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a Member who was designated as such or elected by Sponsor shall be filled by an individual designated by Sponsor.

(C) Each Member of the Condominium Board who is elected thereto or designated as such to fill a vacancy pursuant to the terms of paragraph (A) or (B), respectively, of this Section 2.10 shall serve as a Member of the Condominium Board for the remainder of the term of the Member replaced and until a successor shall be selected and qualified at the next annual meeting of the Unit Owners pursuant to the terms of Section 4.9 hereof.

Section 2.11 *Organizational Meeting of the Condominium Board*. The first meeting of the Condominium Board following each annual meeting of the Unit Owners shall be held within 10 days of such annual meeting, at such time and place as shall be both fixed informally by a majority of the Members of the Condominium Board and designated by the Secretary in a written notice given to all Members thereof by personal delivery, mail, overnight courier, facsimile or e-mail not later than 3 Business Days prior to such date. At such meeting, the officers of the Condominium Board shall be elected.

Section 2.12 *Regular Meetings of the Condominium Board*. Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority

of the Members thereof, provided that at least 4 such meetings shall be held during each fiscal year. Written notice of all regular meetings of the Condominium Board shall be given by the Secretary to each Member thereof by personal delivery, mail, overnight courier, facsimile or e-mail, at least 3 Business Days prior to the day named for such meeting.

Section 2.13 *Special Meetings of the Condominium Board*. The President may call a special meeting of the Condominium Board whenever the President deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of 2 or more Members of the Condominium Board. Written notice of all special meetings shall be given by the Secretary to each Member thereof by personal delivery, mail, overnight courier, facsimile, or e-mail at least 1 Business Day prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 2.14 *Waiver of Notice of Meetings*. Any Member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Member of the Condominium Board at any meeting thereof shall constitute a waiver by the Member of notice of the time and place thereof. If all of the Members of the Condominium Board are present at any meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.15 *Quorum of the Condominium Board*. A quorum of the Condominium Board is required to be present at a Condominium Board meeting in order to make any determination or to transact any business. To constitute a quorum of the Condominium Board, the following majority of the Members of the Condominium Board shall be present at the Condominium Board meeting:

(A) Attendance of a majority of all of the Members of the Condominium Board will be required for any business relating to the Common Elements, the Common Expenses, or, all or a portion of the Units.

In connection therewith, one or more Members of the Condominium Board may participate in any meeting thereof by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the Members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for the lack of a quorum may be transacted without further notice.

Section 2.16 *Conduct of Meetings*. The President shall preside at all meetings of the Condominium Board, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Condominium Board, shall govern the conduct of the meetings of the Condominium Board unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act.

Section 2.17 *Decisions by the Condominium Board*. Except as otherwise provided in the Declaration or these By-Laws:

(A) The vote of a majority of the Members attending a duly constituted meeting of the Condominium Board at which a quorum is present shall decide all matters on behalf of the Condominium Board relating to the Common Elements, the Common Expenses, or, all or a portion of the Units.

Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the Members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Condominium Board.

Section 2.18 *Compensation of Members*. No Member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.19 *Common or Interested Members of the Condominium Board*. Each Member of the Condominium Board shall perform duties, and shall exercise powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Condominium Board and either (i) any of its Members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the Members of the Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such Member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such Member was counted for such purpose, provided, however, that either: (x) the fact thereof is disclosed to, or known by, the Condominium Board or a majority of the Members thereof and noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by a vote of a majority of the entire Condominium Board, less the number of such Members; or (y) the fact thereof is disclosed to, or known by, a Majority of Unit Owners, and a Majority of Unit Owners shall authorize, approve, or ratify such contract or transaction.

Any such Member of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board that authorizes, approves, or ratifies any such contract or transaction, but no such Member shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

Section 2.20 *Indemnification.*

2.20-1 *Indemnification of Board Members and Officers*.

2.20-1.1 To the extent permitted by Law, the Members of the Condominium Board shall have no personal liability with respect to any contract, act or omission of the Condominium Board or of any Managing Agent or manager in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as set forth in Section 4.13 hereof. Every contract made by the Condominium Board or by the Managing Agent shall state that it is made by the Condominium Board or the Managing Agent, only as agent for all Unit Owners and that the Members of the Condominium Board or the Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners). Any such contract may also provide that it covers the assets, if any, of the Condominium Board. To the extent permitted by Law, the Members of the Condominium Board shall have no liability to Unit Owners except that a Member of the Condominium Board shall be liable for such Member's own bad faith or willful misconduct. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Member of the Condominium Board against any liability or claim except those arising out of such Member's own bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any Member of the Condominium Board, any Unit Owner, Sponsor or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

2.20-1.2 Neither the Condominium Board nor any Member thereof shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Condominium Board or any Member thereof; or

(ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or the Common Elements and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

ARTICLE 3
OFFICERS

Section 3.1 *General*. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer. The Condominium Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its discretion may be necessary or desirable. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2 *President*. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL"), including, but not limited to, the power to appoint the members of all committees created by the Condominium Board from amongst the Unit Owners from time to time as the President may decide, in the President's discretion, are appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3 *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. If both the President and the Vice President are unable to act, the Condominium Board shall appoint some other Member of the Condominium Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon the Vice President from time to time by the Condominium Board or by the President.

Section 3.4 *Secretary*. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5 *Treasurer*. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board or in the name of the Managing Agent in such depositories as may from time to time be designated by the Condominium Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6 *Election, Term of Office and Qualification of Officers*. Each of the officers of the Condominium shall be elected annually by a majority vote of all Members of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. The President, Vice President, and the Treasurer shall be elected from amongst the Members of the Condominium Board. Such officers need not be Unit Owners and need not have any interest

in the Condominium if they are designated by Sponsor. Such officers must be Unit Owners if they are elected by the other Unit Owners. The other officers of the Condominium Board need not be Unit Owners and need not have any interest in the Condominium.

Section 3.7 *Removal and Resignation of Officers*. Any officer of the Condominium Board may be removed from office, with or without cause, by an affirmative vote of a majority of the Members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the Condominium Board. Finally, if the President, Vice President, or the Treasurer of the Condominium shall cease to be or shall be suspended as a Member of the Condominium Board during their term of office, such officer shall be deemed to have resigned office effective upon the date upon which the membership shall cease.

Section 3.8 *Vacancies*. Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.9 *Compensation of Officers*. No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.10 *Indemnification of Officers*. Each officer shall be indemnified as set forth in Paragraph 2.20.

ARTICLE 4

UNIT OWNERS

Section 4.1 *Annual Meetings of the Unit Owners*. The First Annual Meeting shall be held approximately 30 days after the later to occur of (i) the second anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan of Units representing at least 50% in number of all Units offered for sale. At such meeting, a 5 Member Condominium Board shall be elected, as provided both in this Article 4 and in Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held on or about the anniversary date of the First Annual Meeting. At each such subsequent meeting, the Unit Owners (including Sponsor) shall elect successors to the Members of the Condominium Board whose term of office expires on the day of such meeting and shall transact such other business as may properly come before such meeting.

Section 4.2 *Special Meetings of the Unit Owners*. The President shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such a meeting signed by Unit Owners having, in the aggregate, not less than 40% of the Common Interests of all Unit Owners. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3 *Place of Meetings*. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place in the Borough in which the Property is located as may be designated by the Condominium Board.

Section 4.4 *Notice of Meetings*.

(A) The Secretary of the Condominium shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery or mail addressed to the Unit Owner's address at the Property, not less than 10 nor more than 40 days prior to the day fixed for the meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Secretary of the Condominium not less than 10 days prior to the giving of notice of the applicable meeting.

(B) If the business to be conducted at any meeting of the Unit Owners shall include the consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be mailed to all Unit Owners at least 30 days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

Section 4.5 *Quorum of the Unit Owners*. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of Unit Owners owning Units to which 40% or more of the aggregate Common Interests shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

Section 4.6 *Conduct of Meetings.* The President shall preside at all meetings of the Unit Owners, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Unit Owners present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Unit Owners, unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act. All votes of the Unit Owners shall be tallied by the persons appointed by the presiding officer of the meeting.

Section 4.7 *Order of Business*. The order of business at all meetings of the Unit Owners shall be as follows:

(A) Roll call;

(B) Proof of notice of meeting;

(C) Reading of the minutes of the preceding meeting (unless waived);

(D) Reports of officers of the Condominium;

(E) Reports of Members of the Condominium Board;

(F) Reports of committees;

(G) Election of inspectors of election (when so required);

(H) Election of Members of the Condominium Board (when so required);

(I) Unfinished business; and

(J) New business.

The order of business at meetings of Unit Owners can be adjusted in the sole discretion of the Condominium Board.

Section 4.8 *Voting*.

(A) Subject to the terms of Section 4.9 hereof, each Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Unit) shall be entitled to cast 1 vote at all meetings of the Unit Owners for each percentage of Common Interest attributable to such Unit Owner's Unit(s).

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In

addition, neither the Condominium Board nor any designee thereof shall be entitled to vote the Common Interest appurtenant to any Unit owned by the Condominium Board or such designee. The Common Interests of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (B) will be excluded when computing the aggregate Common Interests of all Unit Owners for voting purposes.

(C) A fiduciary shall be the voting Member with respect to a Unit owned in a fiduciary capacity. In addition, if 2 or more Persons own a Unit, they shall designate 1 Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under 1 ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(D) The owner of any Unit may designate any Person to act as a proxy on such Unit Owner's behalf. The designation of any such proxy shall be made in a written notice both signed and dated by the designator and delivered to the Secretary of the Condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Condominium; however, no revocation of such designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary of the Condominium or, if such revocation is made at a meeting of the Unit Owners during which the Secretary of the Condominium is not in attendance, by the individual acting as the secretary of such meeting, except with respect to the designation of a Permitted Mortgagee to act as the proxy of its mortgagor(s), no designation to act as a proxy shall be effective for a period in excess of 6 months after the date thereof.

Section 4.9 *Election of Members to the Condominium Board*.

(A) When voting for Members of the Condominium Board, each Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Units) shall be entitled to cast 1 vote for each .0001% of Common Interest attributable to the Unit(s) per Member to be elected. However, nothing contained herein shall be deemed to permit any Unit Owner to cumulate the votes attributable to the ownership of a Unit in favor of any 1 or more Members to be elected. In addition, the terms of paragraphs (B), (C) and (D) of Section 4.8 and the terms of Section 4.11 hereof shall apply to all elections of Members of the Condominium Board.

(B) All elections of Members of the Condominium Board shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation number(s) of the Unit (s) owned by the voting Unit Owner; (iii) the percentage(s) of the Common Interest appurtenant to such Unit(s); and (iv) the names of the candidates for whom such ballot is cast (the number of which names shall not exceed the number of Members to be elected). Any ballot that is not cast in conformity with this paragraph (B) shall not be counted. All election ballots shall be retained in the records of the Condominium, appropriately segregated by election for a period of 2 years.

(C) Subject to the terms of paragraph (D) of this Section 4.9, and Section 4.11 hereof, all elections of Members of the Condominium Board shall be determined by plurality vote of Unit Owners present, in person or by proxy, at a duly convened meeting.

(D) At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests attributable to the Unsold Units as it sees fit. However, at elections of Members to the Condominium Board held during the Initial Sponsor Control Period, Sponsor shall have the right to designate 2 of the 3 Members to the Condominium Board, and Sponsor, and all other Unit Owners shall have the right to vote for the remaining Member of the Condominium Board. Sponsor may designate the same person to fill Sponsor's positions on the Condominium Board.

(E) Subsequent to the Initial Sponsor Control Period, and for so long as Sponsor continues to own at least 1 Unsold Unit, Sponsor shall have the right to designate 1 Member to the Condominium Board, and shall have the right to vote its Common Interest attributable to the Unsold Units for the remaining Members of the Condominium Board. There is no restriction on the right of Sponsor to vote for Members of the Condominium Board who are not related to or affiliated with Sponsor.

(F) Within 30 days after the expiration of the Initial Sponsor Control Period, 2 of the 3 Members of the Condominium Board who was designated by Sponsor shall resign and such Member's replacement shall be elected by a vote of the Unit Owners (including Sponsor for so long as Sponsor shall own any Unsold Unit) at a special meeting called for such purpose.

Section 4.10 *Action Without a Meeting*. Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if the number of Unit Owners sufficient (both in absolute number and aggregate Common Interests whenever applicable) to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this Section 4.11 shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

Section 4.11 *Title to Units*. Title to any Unit may be held by any Person or by any two or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate. The sale of a Unit to a corporation, partnership, limited partnership, trust or any other entity (including any entity or person entitled to diplomatic or sovereign immunity) shall require the delivery to the Condominium Board or its managing agent at Closing (i) any and all documents as are reasonably requested by the Condominium Board, including without limitation, a personal guaranty, a subjection to jurisdiction, occupancy agreement and escrow agreement; and (ii) an amount equal to the current Common Charges for such Unit for a period of 2 years, to be held in escrow by the Condominium Board, as security for the faithful observance by such Unit Owner of the terms, provisions and conditions contained in these By-Laws.

Section 4.12 *Contractual Liability of the Condominium Board and the Unit Owners*. Every contract made by the Condominium Board, by any officer of the Condominium, or by any manager or Managing Agent thereof shall state that it is made by the Condominium Board or such officer or manager or Managing Agent only as agent for the Condominium, and that the Members of the Condominium Board or manager or Managing Agent shall have no personal liability with respect thereto, and may also state the applicable limitations of liability of Unit Owners provided for in this Section 4.13, provided that the absence of such statement or statements in any such contract shall not be deemed to imply any personal liability on the part of the Condominium Board, its Members, managing agent or manager, or any Unit Owner. No Unit Owner, in its capacity as a Unit Owner, shall be personally liable for any contract, act or omission of the Condominium. The liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners in the case of a contract relating to the General Common Elements, and (ii) such Unit Owner's interest in the Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5

OPERATION OF THE PROPERTY

Section 5.1 *Maintenance and Repairs*.

(A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit and all portions thereof, including, but not limited to, the interior walls, partitions, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, mechanical systems located in the Unit (including HVAC filters and parts), window panes (including washing the interior and exterior of such windows), all entrance doors and terrace doors and their frames and saddles, exposed plumbing, gas and heating fixtures and equipment, heating and cooling systems, air conditioning units, lighting and electrical fixtures and any Common Elements incorporated therein pursuant to paragraph (B) of Section 5.8 hereof, but excluding any other Common Elements contained therein, shall be performed by the owner of such Unit at such Unit Owner's sole cost and expense, and

(ii) in or to the General Common Elements (other than any General Common Elements incorporated into one or more Units pursuant to the terms of paragraph (B) of Section 5.8 hereof) shall be performed by the Condominium Board and the cost and expense thereof shall be charged to all Unit Owners as a General Common Expense;

(iv) in or to the Residential Limited Common Elements shall be performed (a) by the Condominium Board as a General Common Expense, if involving structural or extraordinary maintenance, repairs, or replacements (including, but not limited to, the repair of any leaks that are not caused by the acts or omissions of the Unit Owner having direct and exclusive access thereto), or (b) by the Unit Owner having direct and exclusive access thereto at such Unit Owner's sole cost and expense, if involving painting, decorating and non-structural ordinary maintenance, repairs or replacements, (including without limitation, the removal of snow, ice and accumulation of water on any Terrace).

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect or need for repairs for which the Condominium Board is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, if any painting, decorating, maintenance, repairs, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, are necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium as a General Common Expense attributable to all Unit Owners if relating to the General Common Elements and/or the Residential Limited Common Elements except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace the Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any roof, Terrace, or other part of the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, including, without limitation, painting, repairs and replacements that is necessary in connection therewith. The Condominium Board shall be responsible for the maintenance and repair of all sidewalks surrounding the Building (including, cleaning and snow and ice removal) as if the sidewalks were General Common Elements. The exterior and interior glass surfaces of all windows located in any Unit shall not be colored or painted by the Unit Owner. All interior and exterior glass surfaces located in any Unit shall be washed and cleaned by the

Unit Owner at such Unit Owner's sole cost and expense. Any replacement of glass windows in any Unit because of breakage or otherwise shall be made by the Unit Owner thereof, at the sole cost and expense of the Unit Owner (unless such breakage is caused by the Condominium Board or any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such Unit Owner). Notwithstanding the foregoing, prior to the replacement of any glass window the Unit Owner must obtain the prior written approval of the Condominium Board, with respect to the type of replacement windows installed. In addition, the public areas of the Building and those residential areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, as determined by the Condominium Board in its sole discretion, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior surfaces of windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit Owner's Unit. To promote a consistent appearance of the Building from the outside, (x) no Unit Owner shall be permitted to enclose, erect a greenhouse and/or alter a Terrace appurtenant to a Unit, in such a way that will alter the conformity of the Building, without the prior written approval of the Condominium Board; and (y) all window treatments in a Unit must contain white backing on the side facing the outside of the Building so that when the shades are down or curtains drawn, the effect from the outdoors is a visually harmonious white appearance. Additionally, the type, size, weight and quantity of plantings and other installations to be placed on Terraces shall be subject to the prior written approval of the Condominium Board and shall be in compliance with Law.

(D) In the event that any Unit Owner, after receipt of written notice from the Condominium Board, fails or neglects in any way to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Section 5.1 (or of any Common Elements for which such Unit Owner is responsible under the Declaration or these By-Laws), the Condominium Board may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within 5 days after receiving notice of such default by the Condominium Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible, together with interest thereon at the rate of 2% per month (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Unit Owner to the Condominium Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

Section 5.2 *Alterations, Additions, Improvements, or Repairs in and to Units*.

(A) Subject to the terms of paragraph (B) of this Section 5.2, no Unit Owner may make any structural alteration, addition, improvement or repair, in or to the Unit or its appurtenant Residential Limited Common Elements without the prior written approval of the Condominium Board. Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option, require the Unit Owner to: (i) procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe; and (ii) execute an alteration agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement or repair, may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and hours during which any such work may be done. The Condominium Board shall have the right to approve Unit Owner's contractors and materialmen. In connection with such alterations, additions, improvements and/or repairs, each Unit Owner shall employ only such laborers and other workers as shall not conflict with any other worker employed in the Building or otherwise cause disharmony with any Building service union. Unit Owners shall not be permitted to engage any Building staff or any contractors or sub-contractors engaged by either the Condominium Board or Sponsor in connection with a Unit Owner's alterations, additions, improvements or repairs to such Unit. The Condominium may impose charges upon the

Unit Owner to reimburse the Condominium for architectural, engineering, legal and other fees incurred in reviewing the Unit Owner's request for approval and in monitoring the work performed until completion and a fee payable to the Managing Agent for processing the alteration application.

(B) Notwithstanding anything to the contrary contained in paragraph (A) of this Section 5.2, however, Sponsor shall have the right, pursuant to the terms of Article 12 of the Declaration, to (i) make any alterations, additions, improvements, or repairs in or to any Unsold Unit or its appurtenant Residential Limited Common Elements (if any), whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of any Unsold Units, all without the approval of the Condominium Board.

(C) All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with Law. In connection therewith, the Condominium Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit provided that, with respect to all such work of a structural nature to a Unit or its appurtenant Residential Limited Common Elements (but other than that of the nature described in paragraph (B) hereof), the same was approved in writing by the Condominium Board pursuant to the terms of paragraph (A) hereof, prior to the commencement of such work.

(D) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to the Unit and appurtenant Residential Limited Common Elements) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor, material person, architect, or engineer on account of any alterations, improvements, additions, or repairs made or caused to be made by any Unit Owner; or (iii) to any Person asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to the Unit and appurtenant Residential Limited Common Elements, if any, shall agree (in a writing executed and delivered to the Condominium Board, if the Condominium Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the Members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

(E) In addition to the requirements set forth above in this Section 5.2, until a Permanent Certificate of Occupancy is obtained for the Building, no Unit Owner shall make any alterations in or to the Unit or its appurtenant Common Elements without first notifying Sponsor in writing and complying with Sponsor's requirements with respect to the alterations. Such requirements may include, but need not be limited to, the requirements that:

(i) such work not include any change that would result in a delay in obtaining a TCO or PCO for the Building, or any amendment to, or extension of, the TCO or PCO if theretofore issued;

(ii) the Unit Owner post a bond or other similar security that is reasonably acceptable to Sponsor in any amount sufficient (in Sponsor's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with all governmental authorities having jurisdiction with respect to such work and the completion of the work;

(iii) such work not be commenced until the Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities

having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Sponsor;

(iv) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(v) Sponsor and its representatives shall be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(vi) promptly after the completion of such work, all necessary inspections and approvals of the work shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate governmental authorities and Sponsor shall be given a copy of all such inspections, approvals, notices and certifications;

(vii) the Unit Owner shall indemnify and hold Sponsor harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim, or liability incurred or suffered by Sponsor due to any violation of Law or due to any delay in obtaining a TCO or PCO for the Building (or any amendment to, or extension of, the TCO or PCO if theretofore issued) as a result of such work or the failure to make all appropriate governmental filings in connection with same; and

(viii) all contractors shall be duly licensed to the extent required by applicable Law and, if required under any contract with any union whose members are performing services at the Building (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Sponsor, any other Unit Owner, or the Condominium Board), such work shall be performed solely by union members.

If any Unit Owner commences any such alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Sponsor in connection with the alterations, Sponsor shall be entitled to cause such work by the Unit Owner to be halted, including, without limitation, to cause the Managing Agent to deny access to the Building to the Unit Owner's workers and suppliers, until the Unit Owner complies with the same. During the period until the Unit Owner is permitted hereunder to resume its work, Sponsor shall have the right to perform any and all work in and to the Unit as shall be necessary, in Sponsor's sole judgment, in order to avoid any delay in obtaining a TCO or PCO for the Building (or any amendment to, or extension of, the TCO or PCO), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Unit Owner. The cost and expense of any such work performed by Sponsor shall be borne by such Unit Owner and shall be paid to Sponsor within 15 days of Sponsor's written demand therefor.

Section 5.3 *Alterations, Additions, or Improvements to the Common Elements*. Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a General Common Expense attributable to all Unit Owners, if relating to the General Common Elements and/or Residential Limited Common Elements. Notwithstanding the foregoing, however, whenever the cost and expense of such alterations, additions, or improvements would, in the judgment of the Condominium Board, exceed $500,000 with respect to the General Common Elements and/or the Residential Limited Common Elements, at any one time, in any fiscal year, such proposed alterations, additions or improvements shall not be made unless first approved by the Unit Owners if relating to the General Common Elements and/or the Residential Limited Common Elements (including Sponsor if Sponsor then owns any Unsold Unit) owning 66 2/3% of the aggregate Common Interests at a duly constituted meeting of the Unit Owners, and by the Mortgage Representatives, if any. Except as otherwise provided in the Declaration and in these By-Laws, all such alterations, additions, or improvements costing $500,000 or less, in any fiscal year may be made as aforesaid without the approval of either the Unit Owners or any Mortgage

Representatives. Notwithstanding the foregoing, no additions, alterations, or improvements shall be made to any of the Common Elements, regardless of the cost thereof, unless the prior written consent of Sponsor is first obtained, provided, however, that Sponsor's written consent is not necessary if such additions, alterations, or improvements to the Common Elements is required to (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's issuer. In no event will the limitations imposed in the preceding sentence continue beyond the earlier to occur of (i) 5 years from the First Closing, or (ii) until such time as Sponsor no longer owns Units having an aggregate Common Interest of 10% or less.

Section 5.4 *Insurance*.

(A) If the same shall be obtainable and maintainable at commercially reasonable rates, the Condominium Board, at or prior to the First Closing, shall obtain, and shall maintain in full force and effect, insurance against loss customarily included in so-called Special Causes of Loss or Special Form Perils property insurance written with Replacement Costs and Agreed Amount Endorsements, including building collapse and such other insurable hazards as, under good insurance practices from time to time, are insured against for other property and buildings similar to the Building in use, location, height, and type of construction. Such insurance policy shall also insure costs of demolition and increased cost of construction, including, without limitation, increased costs arising out of changes in applicable laws and codes regulating reconstruction following a loss (which insurance for demolition and increased cost of construction shall be in an amount not less than $10,000,000), insuring the General Common Elements, and covering the interests of the Condominium, the Condominium Board, all Unit Owners, all Permitted Mortgagees (as a group) and all Registered Mortgagees, as their respective interests may appear. In addition, the Special Causes of Loss property insurance shall also provide flood (including sewer backup) and earth movement coverage, which flood and earthquake coverages may contain a sublimit per occurrence and in the annual aggregate in an amount not less than $25,000,000. The amount of such "All Risk" insurance shall be not less than 100% of the aggregate replacement cost value of the General Common Elements (without deduction for depreciation), and such insurance shall include Extra Expense and Expediting Expense coverage in such amounts as the Condominium Board, from time to time, may determine. Each such insurance policy shall contain a removal or waiver of the co-insurance provisions and a replacement cost endorsement. Such coverage shall include coverage for the (other than the bare walls and bare ceilings (i.e., sheetrock only, no paint or wallcoverings), and bare floors (i.e., plywood or concrete only, no wood, stone or other material)) of the Units but shall not include any Unit, or any fit-out work, additions, alterations, fixtures, improvements, furnishings, betterments and improvements, decorations, appliances and other personal property within any Unit;. Each of the said policies shall contain:

(i) waivers of (a) subrogation and (b) any defense based upon co-insurance or other insurance;

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to either the Condominium Board or the Insurance Trustee, as provided in Section 5.5 hereof;

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Condominium Board and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either canceled or substantially modified except upon at least 30 days prior written notice to the Condominium Board.

Duplicate originals or certificates of insurance of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be on file at the office of the Managing Agent. Copies thereof shall be delivered to any Unit Owner or Permitted Mortgagee on written request thereof.

(B) The Condominium Board, at or prior to the First Closing, shall also obtain and maintain, to the extent it deems practicable:

(i) rent insurance;

(ii) worker's compensation and New York State disability benefits insurance;

(iii) If not included in the coverage described in Section5.4 (A), boiler and machinery insurance;

(iv) water damage insurance;

(v) directors and officers errors and omissions insurance with respect to the Condominium Board;.

(vii) crime insurance and bonds covering all officers, directors and employees of the Condominium and Managing Agent;

(viii) commercial umbrella insurance; and

(ix) Commercial General Liability policy of insurance form ISO CG 001 07 98 (which includes water damage insurance), or equivalent liability coverage, covering claims for bodily injury or property damage arising out of any occurrence on the Property and listing as additional insureds (a) the Condominium Board and each Member thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except that such insurance shall not cover any liability of a Unit Owner arising from occurrences within such Unit Owner's Unit or its appurtenant Residential Limited Common Elements (if any); and

(x) such other insurance as the Condominium Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to not less than 80% of the full replacement cost of the Building, excluding the interior fit-out of the Units, exclusive of footings and foundations, without deduction for depreciation, as approved by a fire insurance company, a qualified insurance broker, or another qualified source;

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than $1,000,000 in the aggregate; and

(iii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (ii) of paragraph (B) hereof, the coverage shall be in an amount equal to the aggregate of all of the Unit Owners' Common Charges for one year.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trustee appointed by the Condominium Board pursuant to the terms of these By-Laws, shall be borne by the Unit Owners as a General Common Expense.

(E) For so long as Sponsor owns at least 1 Unsold Unit, unless Sponsor's prior written consent is obtained, the Condominium Board must maintain, at a minimum, the types and coverage amounts of insurance set forth in the First Year's Budget.

(F) Unit Owners are required to carry other insurance, at their expense, in amounts determined by the Condominium Board in its sole discretion, insuring the interior fit-out and contents of their Units, the Residential Limited Common Elements appurtenant thereto, if any, as well as liability insurance with respect to acts occurring therein. All such policies shall contain waivers of subrogation and provide that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. For so long as Sponsor owns at least 1 Unsold Unit, any change or elimination of such requirement may only be made upon Sponsor's prior written consent.

Section 5.5 *Casualty or Condemnation.*

(A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty ("Casualty Loss") or (ii) the General Common Elements and/or Residential Limited Common Elements, or any part thereof is taken in condemnation or by eminent domain ("Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the Condominium Board, if the same shall be $1,000,000 or less in the aggregate, or to the Insurance Trustee, if the same shall exceed $1,000,000 in the aggregate. In either instance, all such monies actually received ("Trust Funds") shall be held in trust for the benefit of all Unit Owners, with respect to the portion thereof allocated to a Casualty Loss to or Taking of the General Common Elements and the Units, and for the benefit of all Unit Owners with respect to the portion thereof allocated to a Casualty Loss to or Taking of the, the Residential Limited Common Elements and the Units, and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, its appurtenant Residential Limited Common Elements, if any, or any portion thereof are taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that the Unit Owner may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration ("Work") of: (i) in the event of a Casualty Loss, the portion(s) of the Building (excluding the Units) affected by such Casualty Loss, or (ii) in the event of a Taking, the portion(s) of the Common Elements or the Units affected by such Taking.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section 5.5, the Condominium Board or the Insurance Trustee, as the case may be, following the satisfaction of customary conditions for disbursing payments for construction work, such as waivers of liens, permits, approvals, licenses and such other documents and items as Insurance Trustee may reasonably require, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the

Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, for Work to the General Common Elements and against all Unit Owners, and all proceeds of such Special Assessment shall become part of the Trust Funds. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to all Unit Owners in proportion to their respective Common Interests, with respect to Work to the Common Elements, except that no payment shall be made to a Unit Owner until there has first been paid, out of such Unit Owner's share of such excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph (C) for any projected deficiency in the amount of the Trust Funds available to the Condominium Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remaining unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, with respect to Work to the Common Elements, free of any claim of any lienor (including without limitation, any Permitted Mortgagee).

(D) Subject to the terms of the Construction Loans, if either 75% or more of the Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners (including Sponsor if Sponsor shall then own any Units), in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interest, to the extent allocated to destroyed or damaged portions of the General Common Elements or the Residential Limited Common Elements, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to pay off any Permitted Mortgage and other unpaid liens on the Unit Owner's Unit in the order of priority of such liens. Notwithstanding anything to the contrary set forth herein, any action to terminate the legal status of the Condominium after substantial destruction or a Taking shall require the written consent (which consent shall not be unreasonably withheld or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interests of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any. The Condominium Board shall not be required to take any action to obtain the consent of the Permitted Mortgagees or Mortgage Representatives as set forth in this Section 5.5(D) other than the requirements set forth in Section 8.7 of these By-Laws. The provisions of this Section 5.5(D) may not be amended, modified or deleted without the prior written consent of Sponsor for so long as Sponsor continues to own at least 1 Unsold Unit .

(E) In the event that the damage resulting from a Casualty Loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted and in the Declaration or (ii) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such Casualty Loss shall be caused by the act, the omission to act, or the negligence of the owner of a Unit so affected thereby, by a Family Member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Condominium Board with respect to such Unit.

(F) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of

paragraph (D) hereof, the Common Interest, appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Residential Limited Common Elements, if any, after such Taking bears to the total floor area of such Unit and its appurtenant Residential Limited Common Elements, if any, prior to such Taking. The Condominium Board shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest, appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the Taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Unit, and, in the event of a Taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other remaining Units shall be adjusted accordingly and reflected in a duly filed amendment to the Declaration duly executed and acknowledged by the Condominium Board and the owners of all of the other or remaining Units together with the holders of the Permitted Mortgages.

(G) As used in this Section 5.5, the terms:

(i) "Prompt repair or restoration" shall mean that the Work is to be commenced not more than either: (a) 60 days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, or (b) 90 days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust Funds are payable to the Condominium Board pursuant to the terms of paragraph (A) of this Section 5.5, 60 days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work;. In the event there are insufficient Trust Funds to discharge the estimated cost and expense of the Work, the Condominium Board shall levy a Special Assessment for the amount of such deficiency in accordance with paragraph (C) of this Section 5.5; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than 60 days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

(H) Any dispute that may arise under this Section 5.5 between Unit Owners or between any Unit Owner(s) and the Condominium Board shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

Section 5.6 *Use of the Property*.

(A) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any Law. No waste shall be committed in the Common Elements.

(B) Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

Section 5.7 *Use of the Units*.

(A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section 5.7 and the provisions of Article 8 of the Declaration.

(B) Subject to the terms of paragraphs (C) and (D) of this Section 5.7, each Unit shall be used for residential purposes only, including permitted "home occupation" as defined in the Zoning Resolution and not more than one family may occupy a Unit at any one time. A Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary, or any other entity (including, but not limited to, any federal or state agency, any foreign government and any embassy, consulate or other official representative thereof) may only be occupied (unless the Condominium Board otherwise consents in writing) by such individual, or by an individual officer, director, stockholder, or employee of such corporation, or by an individual partner or employee of such partnership, or a member of such limited liability company, or by such individual fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by an individual beneficiary of said fiduciary, or by an individual principal or employee of such other entity, respectively, or by Family Members and guests of any of the foregoing (and nothing herein contained shall be deemed to prohibit the exclusive occupancy of any such Unit by such Family Members). Notwithstanding the foregoing, Sponsor (with respect to the Unsold Units) or the Condominium (with respect to sold Units) may, in their respective sole discretion, permit Persons other than those set forth above to occupy such Unit. In no event, however, shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased. All Unit Owners are prohibited from smoking in or around any of the General Common Elements Residential Limited Common Elements, and within all Units. The use of the Units is subject to all Laws.

(C) The Condominium Board may, in its sole discretion, consent to the use of a Unit as a professional or business office or for any purpose other than that set forth in paragraph (B) hereof, provided that the nature and manner of such use is permitted by, and complies with Law and does not violate the TCO or PCO covering the Building. Any such consent shall be in writing and shall be personal to such Unit Owner. Any lessee of, or successor in title to, such Unit Owner shall be required to obtain the prior written consent of the Condominium Board before using such Unit for any purpose other than that set forth in paragraph (B) hereof.

(D) Notwithstanding anything to the contrary contained in this Section 5.7, Sponsor may, without the consent of either the Condominium Board or the Unit Owners:

(i) grant permission for the use of any Unsold Unit as a professional or business office or for any other purpose, provided that the nature and manner of such use complies with Law and the user thereof complies with all applicable governmental regulations; and

(ii) use any one or more Unsold Units as model Units and offices for the sales promotion, rental, management and operation of the Unsold Units or for any other purpose, subject only to compliance with Law.

Section 5.8 *Use of the Common Elements*.

(A) Subject to the terms of paragraphs (B) and (C) of this Section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. In addition, no furniture, packages, or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators, or any other part of the Common Elements without the prior written consent of the Condominium Board. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them. Accordingly, all Unit Owners shall require their tradesperson to utilize exclusively the

elevator and entrance designated by the Condominium Board for transporting packages, merchandise, or other objects.

(B) The owner or owners of any 2 or more Units, which Units are the only Units serviced or benefited by any General Common Element adjacent or appurtenant to such shall, with the consent of the Condominium Board (which consent shall not be unreasonably withheld or delayed), have the right to use such General Common Elements exclusively, as if it were a part of such Units, and no amendment to the Declaration or reallocation of Common Interests shall be made by reason thereof. In such event, however, such owner or owners shall, at such owner's or their sole cost and expense, shall enter into a license agreement for such use, and, (i) operate, maintain and repair such General Common Element for so long as such owner or owners exercise such exclusive right of use, and (ii) restore such General Common Element to its original condition, reasonable wear and tear excepted, after such owner or owners cease to exercise such exclusive right of use.

(C) The terms of paragraph (A) of this Section 5.8 shall not apply to Sponsor for so long as there are any Unsold Units. Sponsor shall have the right, without charge or limitation, to: (i) enter into license agreements; (ii) erect and maintain signs, of any size or content determined by Sponsor on or about any portion of the Common Elements chosen by Sponsor including, the area adjacent to the main entrance of the Building; (iii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iv) do all things necessary or appropriate, including the use of the Common Elements (such as lobby, corridors and the like), to sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Plan and the Condominium Documents. In no event, however, shall Sponsor be entitled to use any Common Elements in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes.

(D) Sponsor, for so long as Sponsor continues to own any Unsold Unit, and the Condominium Board shall have the right, and the lease, sublease, license, sell or otherwise convey to a Unit Owner any portion of the Common Elements which either Sponsor or the Condominium Board determines is no longer needed for the furnishing of the services and facilities (including reasonable access) for which such Common Elements are reasonably intended. Any revenue received for the sale, leasing, subleasing, licensing or other conveyance of such Common Elements shall be retained solely by Sponsor or the Condominium Board, as applicable.

Section 5.10 *Rights of Access*.

(A) Each Unit Owner shall grant to the Condominium Board, to the Managing Agent or manager (if any), to the non-resident manager or to any other Person authorized by any of the foregoing a right of access (including the right of forced entry if required in the discretion of the party seeking such entry) to the Unit and its appurtenant Residential Limited Common Elements, if any, for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in the Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the structural elements, mechanical or electrical services, or other portions of the Common Elements located within the Unit or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to the Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacement immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than 1 day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units and their appurtenant Residential Limited Common Elements for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Each Unit Owner shall grant a right of access to the Unit and its appurtenant Residential Limited Common Elements, if any, and the Condominium Board shall grant rights of access to the Common Elements, to Sponsor and its contractors, subcontractors, agents and employees for the purpose of fulfilling Sponsor's obligations as set forth in the Plan or in any amendment thereto, provided that access thereto shall not be exercised, with respect to any Unit and its appurtenant Residential Limited Common Elements, if any, in such a manner as will unreasonably interfere with the use of such Unit and its appurtenant Residential Limited Common Elements, if any, for their permitted purposes.

(C) Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Units and the Common Elements. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personal property or fixtures contained therein.

Section 5.11 *Modification of the Rules and Regulations*. The Condominium Board shall have the right to amend, modify, add to, or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of at least 66 2/3% of all Unit Owners, in number and Common Interest. Copies of the text of any amendments, modifications, additions, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than 30 days prior to the effective date thereof. Notwithstanding the foregoing, the Condominium Board shall not have the right to amend, modify, add to, or delete any of the Rules and Regulations if the same would materially or adversely affect Sponsor (for so long as Sponsor or its designees own any Unsold Units), without the prior written consent of Sponsor.

Section 5.12 *Real Estate Taxes*. Unless and until real estate taxes are billed directly to Unit Owners by the City Collector, the Condominium Board shall promptly pay such taxes as a Common Expense. In the event of a proposed sale of any Unit, the Condominium Board (for so long as the Condominium Board is still paying such real estate taxes) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit, or to such purchaser's title company, a letter agreeing to promptly pay all such real estate taxes affecting such Owner's Unit to the date of the Closing of Title to such Unit.

Section 5.13 *Fuel*. Unless and until fuel is billed directly to Unit Owners by the supply company, in accordance with and subject to the provisions of the Plan, the cost and expense of fuel (for heating and cooling) serving or benefiting any Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to the Unit Owners as a General Common Expense. In the event there is a particular or unique use being made of a Unit and/or Common Element, the Condominium Board shall cause a new survey to be made the cost of which shall be borne by the Unit Owners as a General Common Expense.

Section 5.14 *Water Charges and Sewer Rents*. Unless and until water is separately metered in a Unit and water charges and sewer rents are billed directly to a Unit Owner by the City Collector, in accordance with and subject to the provisions of the Plan, the cost and expense of water serving or benefiting a Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to the Unit Owners as a General Common Expense. In addition, the cost of submetering shall be a General Common Expense if pertaining to all Units.

Section 5.15 *Electricity*.

(A) Electricity for each Unit shall be either individually direct metered or submetered for each Unit (or portion thereof).

(B) If individually direct metered, each Unit Owner shall be required to pay the billing utility directly for electricity consumed in such Unit Owner's Unit (or portion thereof) and in the Residential Limited Common Elements to which such Unit has exclusive access.

(C) If the Units are submetered, each Unit Owner shall be required to pay bills for electricity consumed in such Unit Owner's Unit either to the Condominium Board or to the utility company or to the servicing company engaged by the Condominium Board to perform such services all at the direction of the Condominium Board. The Common Expenses shall include fees for administering and servicing the submeters. In the event that a Unit Owner fails to pay for its submetered electricity, the Condominium Board shall be responsible to pay such expense on the Unit Owner's behalf and such electricity charges shall be deemed Common Charges allocable to the defaulting Unit Owner and the Condominium Board shall have a lien for non-payment of the expense as provided in Article 6.5 of these By-Laws.

(D) Electricity for the Common Elements shall be supplied through one or more separate meters therefor and the cost thereof will be paid by the Condominium Board and will be borne by the Unit Owners as Common Charges. In addition, the cost of submetering shall be a General Common Expense if pertaining to all Units.

(E) Any disputes with respect to submetering rates and billing must be submitted to Arbitration pursuant to Article 10 of these By-Laws.

Section 5.16 *Record and Audits*.

(A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid, as well as all Permitted Mortgages having an interest in such Unit.

(B) Within 4 months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a General Common Expense. The fiscal year of the Condominium shall be a calendar year.

ARTICLE 6
COMMON CHARGES

Section 6.1 *Determination of Common Expenses and Fixing of Common Charges*.

(A) From time to time, but not less frequently than once a year, the Condominium Board shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in Section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners in accordance with allocations set forth in the First Year's Budget. The Condominium Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than 10 days prior to the date upon which the first installment of newly-determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees whenever requested in writing by such Permitted Mortgagees. Subject to paragraph (E) of this Section 6.1, the Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. Notwithstanding the foregoing, however, the Condominium Board shall not reduce the Common Charges payable during any fiscal year occurring within the Initial Sponsor Control Period solely as a result of either reducing the number of employees of the Condominium below the number employed (or anticipated in the First Year's Budget) for the Property on the date of recording the Declaration except with Sponsor's prior written consent, or eliminate or reduce the insurance coverage below that provided for the Property on such date, except with the concurrence of a majority of the Members of the Condominium Board elected by Unit Owners other than Sponsor. All Unit Owners will be given a copy of the proposed annual budget of the Condominium at least 10 days prior to the date set for adoption thereof by the Condominium Board.

(B) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Condominium Board shall have the right, subject, in all respects, to the strictures contained in Section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments relative to the General Common Elements and Residential Limited Common Elements shall be levied against all Unit Owners in proportion to their respective Common Interests. Special Assessments may be payable either in one lump sum or in installments, as the Condominium Board shall determine, provided, however, that the Condominium Board shall give each Unit Owner not less than 15 days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Condominium Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Section 6.5 hereof).

(D) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any, General Common Element remaining after deduction of all

expenses incurred in connection with generating the same shall constitute income of the Unit Owners and shall be collected on behalf of the Unit Owners by the Condominium Board and applied against the General Common Expenses attributable to the General Common Elements, or the Residential Limited Common Elements, as appropriate for the fiscal year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Condominium Board against the General Common Expenses attributable to the General Common Elements, or the Residential Limited Common Elements depending on whether the excess relates to the General Common Elements or the Residential Limited Common Elements for the next succeeding year(s) of operation. No Unit Owner shall be entitled to a distribution of any portion of such excess unless the Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests and any such distributions must be made out of the Common Charges collected from Unit Owners.

Section 6.2 *Payment of Common Charges*.

(A) All Unit Owners (including Sponsor with respect to Unsold Units for so long as the same are owned thereby) shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit and any sums unpaid on a Permitted Mortgage recorded against the Unit.

(B) Notwithstanding anything to the contrary contained in paragraph (A) above, Sponsor shall have the right, in its sole and absolute discretion, to cause the Condominium Board to waive the collection of some or all of the Condominium Common Charges from Unit Owners for a period of time prior to full occupancy of the Building (the "Waiver Period"); provided, however, that Sponsor shall either (a) be solely responsible for payment of all actual expenses to operate the Condominium during the Waiver Period (the "Waiver Period Operating Expenses"), or (b) assess Unit Owners their proportionate share based on their respective Common Interest of the Waiver Operating Expenses. In connection with the Waiver Period, (i) Sponsor will disclose the implementation of such Waiver Period in the amendment to the Plan that discloses the occurrence of the First Closing; (ii) Sponsor will file an amendment to the Plan disclosing the expiration of the Waiver Period at least 30 days prior to such expiration; (iii) during any such Waiver Period, Sponsor or Sponsor and the Unit Owners (if the Waiver Period Operating Expenses are assessed as provided for herein, as applicable), will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments required by lenders to the extent otherwise included in Schedule B; (iv) upon the commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium; and (v) Sponsor will remain obligated to update the budget for the Condominium, as provided in the Declaration and this Section 6.2 (B) of the By-Laws.

(C) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against the Unit subsequent to a sale, transfer, or other conveyance by the Unit Owner of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to such purchaser's acquisition thereof, except that, to the extent permitted by Law, a Permitted Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common

Charges and Special Assessments assessed subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title to such Unit by the Permitted Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure or sale. Any excess proceeds from such foreclosure or sale shall be paid directly to the Condominium Board in payment of all unpaid Common Charges and Special Assessments. Any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure sale or from the defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time the same is levied.

(D) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey the Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit . However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing unless the aggregate Common Interests then appertaining to the Unsold Units constitute 15% or less of the total Common Interests then appertaining to all Units, at least five years shall have elapsed from the date of the First Closing and, at the time of conveyance, Sponsor shall pay to the Condominium Board an amount equal to the product of the then current monthly Common Charges for the Unsold Unit (s) being conveyed multiplied by 24.

(E) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning the Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (C) hereof). Except as expressly provided to the contrary in paragraph (E) of Section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit) pursuant to the terms of Section 5.1, 5.2, or 5.3 hereof; or (iii) any action taken by the Condominium Board or the officers of the Condominium to comply with Law.

Section 6.3 *Statement of Common Charges*. The Condominium Board shall promptly provide a written statement of unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner.

Section 6.4 *Common Charge Deposit for Foreign Owners*. Any Unit Owner that is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) shall deposit with the Condominium Board an amount equal to two (2) times the then current annual Common Charges for such Unit, subject to increase from time to time as such Common Charges increase, together with the full amount of any Special Assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Unit owner of the terms, provisions and conditions of these By-Laws. In the event that such Unit Owner defaults in respect of the terms, provisions and conditions of these By-Laws, the Condominium Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Common Charges or any other sum to which such Unit Owner is in default. If the Condominium Board applies or retains any part of said security, the Unit Owner in question, within ten (10) days after notice from the Condominium Board, shall deposit with the Condominium Board the amount

so applied or retained so that such Condominium Board has the full amount of said security on hand at all times.

Section 6.5 *Default in Payment of Common Charges*.

(A) The Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board that remain unpaid for more than 10 days after the due date for the payment thereof, including, but not limited to the imposition of late charges, notice fees and the institution of such actions for the recovery of interest and expenses as provided in this Article 6. All costs and expenses incurred by the Condominium Board (including attorneys' fees) as a result of its attempt to collect unpaid Common Charges and/or Special Assessments shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner. In connection therewith, the Condominium Board shall have the right and obligation to (i) cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 339-z of the Condominium Act, (ii) cause such liens to be foreclosed in the manner provided in Section 339-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay: (i) interest thereon at the rate of 1.5% per month of such unpaid amounts (less any late "charges" theretofore collected), to be computed from the due date thereof until paid in full, together with all costs and expenses paid or incurred by the Condominium Board, the Managing Agent, or the manager (if any) in connection with collecting such unpaid Common Charges with interest as aforesaid and/or in foreclosing the aforementioned lien, including, without limitation, attorneys' fees and disbursements and court costs; (ii) a late charge of $150 per month for Common Charges which remain unpaid for more than 10 days after the date when due, plus all expenses of collection including but not limited to attorneys' fees, in such amount as may be determined by the Condominium Board from time to time, to be computed from the due date thereof until paid in full. In addition, if the Condominium Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner will be required to pay a reasonable rental for the use of the Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such late charges, interest, costs and expenses and rentals shall be added to and shall constitute Common Charges payable by such Unit Owner.

(C) In any action brought by the Condominium Board to foreclose a lien because of unpaid Common Charges, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

(D) If the Unit Owner shall at any time lease the Unit and shall default in the payment of any Common Charges or additional Common Charges, the Condominium Board may, at its option, so long as such default shall continue, demand and receive from the tenant the rent due or becoming due from such tenant to the Unit Owner, and apply the amount to pay sums due and to become due from the Unit Owner to the Condominium. Any payment by a tenant to the Condominium shall constitute a discharge of the obligation of such tenant to the Unit Owner, to the extent of the amount so paid. The acceptance of rent from any tenant shall not be deemed a consent to or approval of any leasing by the Unit Owner, or a release or discharge of any of

the obligations of the Unit Owner hereunder. In the event the tenant fails to pay the rent to the Condominium after demand by the Condominium Board, the Condominium Board shall have the right to commence summary eviction proceedings in the name of or on behalf of the Unit Owner, against the tenant. All costs and expenses incurred by the Condominium Board (including attorneys' fees) in connection therewith, shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner.

ARTICLE 7
SELLING AND LEASING OF UNITS

Section 7.1 *General*. Each Unit Owner may (i) sell the Unit, and (ii) lease the Unit for periods of not less than 12 months nor more than 5 years at any one time, provided however, that no Unit Owner may lease a portion of the Unit (as opposed to the entire Unit Owner) nor may sell or lease the Unit except in compliance with the applicable provisions of this Article 7 and the policies and procedures established by the Condominium Board. Any purported sale or lease consummated in default in the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or renting Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized lease) in the name of such Unit Owner. Such Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, attorneys' fees and disbursements and court costs.

Section 7.2 *Right of First Refusal*.

(A) Subject to the terms of Sections 7.5, 7.9 and 7.12 hereof, any contract to sell a Unit together with its Appurtenant Interests and any lease of a Unit ("Contract of Sale" or "Lease ") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE CONDOMINIUM BOARD OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTIONS 7.2 AND 7.3 OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after any such bona fide Contract of Sale or Lease shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Condominium Board by certified or registered mail, return receipt requested, which notice shall be accompanied by a fully executed, original counterpart of the Contract of Sale or Lease as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror").

(B) The sending of the notice referred to in paragraph (A) of this Section 7.2 shall constitute an offer by the Offeree Unit Owner to sell the Unit, together with its Appurtenant Interests, or to lease the Unit, as the case may be, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, subject, however, to any variance therefrom provided in Section 7.3 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Condominium Board, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Contract of Sale or Lease to be bona fide in all respects. Thereafter, upon the written demand of the Condominium Board, the Offeree Unit Owner shall submit to the Condominium Board, in writing, such further information with respect to the Outside Offeror and the Contract of Sale or Lease as the Condominium Board may reasonably request.

(C) The Condominium Board may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail not later than 30 days (in the event of a proposed sale) and 30 days (in the event of a proposed lease) after receipt of the notice referred to in paragraph (A) hereof together with such further information as may have been requested pursuant to the terms of paragraph (B) hereof, to purchase such Unit together with its Appurtenant Interests or to lease such Unit , as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of all Unit Owners upon the

same terms and conditions as were contained in the Contract of Sale or Lease and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of paragraph (B) hereof. Notwithstanding anything to the contrary contained herein, however, the Condominium Board shall not exercise any option set forth in this Section 7.2 to purchase or lease any Unit without the prior approval of a Majority of all Unit Owners.

(D) The Condominium Board may not discriminate against any person on the basis of race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law in connection with its exercise of its right of first refusal with respect to the sale or rental of a Unit.

Section 7.3 *Acceptance of Offer*.

(A) In the event that the Condominium Board shall elect, within the time and in the manner provided in Section 7.2 hereof, to purchase a Unit together with its Appurtenant Interests, to lease such Unit , or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed, in either event in accordance with the terms of the Contract of Sale or Lease, at the office of the attorneys for the Condominium Board within 60 days after the day upon which the Condominium Board shall give notice of its election to accept such offer.

(B) If such Unit and its Appurtenant Interests are to be purchased by the Condominium Board or its designee on behalf of all Unit Owners, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may levy a Special Assessment against each Unit Owner(other than the Offeree Unit Owner) in accordance with the terms of paragraph (C) of Section 6.1 hereof and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit ; provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Unit to be purchased together with its Appurtenant Interests. In addition, if the Outside Offeror was to assume or to take title to the Units subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Sale Agreement, the Condominium Board may purchase the Unit and assume or take title thereto subject to such mortgage or mortgages as the case may be. At the Closing of Title, the Offeree Unit Owner shall convey the Unit , together with its Appurtenant Interests, to the Condominium Board or to its designee, on behalf of all Unit Owners, by deed in the form required by Section 399-o of the Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale (including, if applicable, all New York State and New York City Real Property Transfer Taxes) notwithstanding any terms of the Contract of Sale to the contrary. Real estate taxes, mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Condominium Board or its designee as of the Closing date, notwithstanding any terms of the Contract of Sale to the contrary. Thereafter, such Unit shall be held, so long as the same is owned by the Condominium Board or its designee, on behalf of all Unit Owners, as tenants-in-common, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit and the entire Property, as herein provided.

(C) In the event that such Unit is to be leased by the Condominium Board or its designee on behalf of all Unit Owners, the Offeree Unit Owner shall execute and deliver to the Condominium Board or such designee a lease covering such Unit by and between the Offeree Unit Owner, as landlord, and the Condominium Board or such designee, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc. or similar industry organization, and shall contain all of the terms and conditions of the Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein. Notwithstanding anything to the contrary set forth hereinabove or in the Lease, such lease shall expressly provide that the Condominium Board or such designee may enter into a sublease of the premises demised thereunder without consent of the landlord.

Section 7.4 *Failure to Accept Offer*.

(A) In the event that the Condominium Board shall fail to accept an offer made pursuant to the terms of Section 7.2 hereof within the respective times set forth in paragraph (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Contract of Sale or Lease within 60 days after (i) notice of refusal is sent to the Offeree Unit Owner by the Condominium Board or (ii) the expiration of the period within which the Condominium Board or its designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Contract of Sale or Lease within such 60 day period, then, should the Offeree Unit Owner thereafter elect to sell such Unit together with its Appurtenant Interests or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Section 7.2, 7.3 and 7.4 hereof, but not more often than once in any 12 month period, except the Condominium Board, in its sole discretion, shall have the right to waive this requirement.

(B) Any deed of a Unit and its Appurtenant Interests to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included herein.

(C) Each lease of a Unit to an Outside Offeror shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc. or similar industry organization, subject to such modifications as may be approved in writing by the Condominium Board or such other form approved in writing by the Condominium Board. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease may not be amended, modified, or extended without the prior written consent of the Condominium Board in each instance;

(ii) the tenant thereunder shall not assign the tenant's interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in each instance; and

(iii) the Condominium Board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

Section 7.5 *Termination of, and Exceptions to, the Right of First Refusal*.

(A) A certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of Section 7.2 hereof have been met by a Unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Condominium Board and that, as a result thereof, the rights of the Condominium Board thereunder have terminated, shall be conclusive upon the Condominium Board and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Unit to which the same shall relate, together with its Appurtenant Interests, may be sold, conveyed, or leased free and clear of the terms and conditions contained in Section 7.2 hereof. The Condominium Board shall furnish or cause the Managing Agent to furnish without charge, such certificate upon written request to any Unit Owner in respect to whom the provisions of Sections 7.2 hereof have, in fact, been terminated. In no event, however, shall the right of first refusal described in Section 7.2 hereof be deemed released or waived by the Condominium Board (as opposed to satisfied pursuant to the express terms of Sections 7.2, 7.3 and 7.4 hereof) in the absence of the certificate that has been duly executed, acknowledged and issued by the Secretary of the Condominium or the Managing Agent as aforesaid.

(B) The terms and conditions contained in Section 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease or conveyance of a Unit , together with its Appurtenant Interests, by:

(i) the Unit Owner thereof, to any adult Family Members, to any combination of the same, or to a trust for the benefit of any of them (in which case the Condominium Board shall have the right to review the trust documents and provide for such terms and restrictions on such transfer as the Condominium Board deems advisable), provided, however, that if the succeeding Unit Owner is an infant or a person judicially declared incompetent of managing affairs, then such Unit shall be held by the personal representative of such infant or incompetent, or in the case of a Unit Owner that is not an individual, to any entity or individual that owns more than 51% of the legal and beneficial interests of such Unit Owner or to any entity with respect to which such Unit Owner(individual or otherwise) owns more than 51% of the legal and beneficial interest thereof:

(ii) Sponsor;

(iii) the Condominium Board;

(iv) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or

(v) any Permitted Mortgagee or its nominee, who has acquired title to any Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; or

(C) provided, however, that each succeeding Unit Owner shall be bound by, and the Unit shall be subject to, all of the terms and conditions of this Article 7.

Section 7.6 *No Severance of Ownership*. No Unit Owner shall execute any deed or other instrument conveying title to the Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.6, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.7 *Payment of Common Charges and Fees*. No Unit Owner shall be permitted to convey or lease the Unit unless (i) the Unit Owner shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit and (ii) paid in full all fees charged by the Condominium Board and/or the Managing Agent in connection with the sale or rental of Units, including, without limitation, any working capital fund contribution imposed by the Condominium Board. However, where the payment of such unpaid Common Charges and/or Special Assessments is made by the grantee or provided for out of the proceeds of the sale, a sale may take place notwithstanding the foregoing. Notwithstanding the foregoing, the imposition of any fees by the Condominium Board and/or the Managing Agent in connection with the sale or rental of Units shall not apply to the sale lease, sublease, license or conveyance of a Unit by the reasons set forth in subsections 7.5(B) (ii), (iii), (iv), (v), (vi) and (vii) of this Article 7.

Section 7.8 *Power of Attorney*. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of the title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office (at such Unit Owner's sole cost and expense), the Unit Owner's Power of Attorney required in Article 14 of the Declaration, substantially in the form set forth as Exhibit F to the Declaration.

Section 7.9 *Gifts and Devises, Etc*. Any Unit Owner shall be free to convey or transfer the Unit, together with its Appurtenant Interests, by gift, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and the Unit shall be subject to, the provisions of this Article 7.

Section 7.10 *Commencement of Time*. The period of time set forth in Section 7.2 for which the Condominium Board has to waive its right of first refusal shall not commence until such time as the Condominium Board or its managing agent has received a completed sales or lease package, including all fees set forth therein, as the case may be, from a Unit Owner. If the information provided by the Unit Owner or prospective purchaser or tenant, as the case may be, is incomplete, the Condominium Board shall have the right to request additional information and the 30 day period will commence on receipt by the Condominium Board of the additional information.

Section 7.11 *Costs and Expenses*. All costs and expenses incurred by the Condominium Board, including, without limitation, attorneys' fees and disbursements paid or incurred by the Condominium Board or by its Managing Agent in connection with any action taken by the Condominium Board with regard a violation of this Article 7, shall be borne by the Unit Owner as an Additional Common Charge.

ARTICLE 8
MORTGAGING OF UNITS

Section 8.1 *General*. Each Unit Owner shall have the right to mortgage the Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages the Unit, or the holder of such mortgage, shall supply the Condominium Board with the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board; provided, however, no such notice is required with respect to the Construction Loans or the Construction Lender. Any Unit Owner who satisfies a mortgage covering the Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units." The terms and conditions contained in this Section 8.1, however, shall not apply to Sponsor.

Section 8.2 *Restrictions on Mortgaging*.

(A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate the Unit unless and until the Unit Owner shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

(B) No Unit Owner shall execute any mortgage or other document mortgaging, pledging, or hypothecating title to the Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

(C) Any mortgage covering a Unit shall be substantially in the form used by any Institutional Lender.

(D) Any mortgage covering a Unit shall be made by an Institutional Lender, Sponsor, or by a Unit Owner providing purchase money financing in connection with the sale of the Unit.

Section 8.3 *Notice of Unpaid Common Charges and Default*. The Condominium Board shall promptly report to Permitted Mortgagee any default by the Permitted Mortgagee's mortgagor in the payment of Common Charges or Special Assessments for more than thirty (30) days or whenever requested in writing by a Permitted Mortgagee any default by the Permitted Mortgagee's mortgagor in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall not file a lien against any Unit for non-payment of Common Charges or Special Assessments until after the Permitted Mortgagee receives notice and is afforded thirty (30) days to cure following receipt of such notice. The Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to the Permitted Mortgagee. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by the mortgagor under the Condominium Documents, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.5 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit, before retaining all sums due and owing to the Condominium Board pursuant to the Condominium Documents, or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 8.4 *Performance by Permitted Mortgagees*. Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by the Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5 *Examination of Books*. Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on Business Days, but not more frequently than once a month.

Section 8.6 *Consent of Mortgagees; Designation of Mortgage Representatives*.

(A) Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Condominium Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against Unit Owner's mortgagor. In the event that any such consent or approval shall be expressly required pursuant to the terms of the Declaration or these By-Laws, the decision of a majority of the Mortgage Representatives, if any are designated pursuant to the terms of paragraph (B) of this Section 8.6, shall be deemed binding upon the holders of all mortgages encumbering Units.

(B) The holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages may, if they so elect, designate not more than 3 Mortgage Representatives by giving written notice thereof to the Condominium Board, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or these By-Laws. Any designation of a Mortgage Representative pursuant to the terms of this paragraph (B) shall be effective until any successor Mortgage Representative is designated pursuant to the terms hereof and written notice thereof is given to the Condominium Board. Unless otherwise required by Law, no holders of mortgages (which are not Institutional Mortgages) shall be entitled to participate in the designation of Mortgage Representatives, but all holders of mortgages encumbering Units shall be subject to all determinations made by the Mortgage Representatives pursuant to the terms of the Declaration or these By-Laws.

Section 8.7 *Notice to Permitted Mortgagees*.

(A) Whenever requested by a Permitted Mortgagee, the Condominium Board shall provide timely written notice to such Permitted Mortgagee of (i) any condemnation or casualty loss that affects either (x) a material portion of the Condominium or (y) a material portion of a Unit, (ii) a lapse, cancellation or material modification of any insurance policy maintained by the Condominium, and (iii) any proposed action by the Condominium Board that requires the consent of a specified percentage of Permitted Mortgagees or the approval of the majority of the Mortgage Representatives.

(B) In no event, however, shall the Condominium Board (including its Members, officers, agents, attorneys and employees) and Unit Owners be liable for any claims or liabilities and expenses for any failure, through oversight or negligence, in giving a Permitted Mortgagee any notice required under (A) above. Nonetheless, the Condominium Board shall give such missed notice with reasonable promptness after discovering such failure.

(C) Where the consent of the Permitted Mortgagees or Mortgage Representatives is required pursuant to the terms of the Declaration or By-Laws, if the Permitted Mortgagees or Mortgage Representatives fail to respond within 60 days after written receipt of the required consent, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed.

ARTICLE 9
CERTAIN REMEDIES

Section 9.1 *Self Help*. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on Unit Owner's part to be observed or performed, including, without limitation, any breach of Unit Owner's obligation to paint, decorate, maintain, repair, or replace the Unit or its appurtenant Residential Limited Common Elements, if any, pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within 5 days after receipt of written notice of the same from the Condominium Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such 5 day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit and/or its appurtenant Residential Limited Common Elements, if any, and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Condominium Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Condominium Board may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 9.2 *Abatement and Enjoinment*.

(A) In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on Unit Owner's part to be observed or performed, the Condominium Board shall have the right (i) to enter any Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Condominium Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity, provided that the Condominium Board gives the Unit Owner notice (which may be by telephone or in writing) that such violation exists, that repairs or replacements are necessary and that the Condominium Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Condominium Board may deem appropriate, and the

Condominium Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Common Charges.

(B) The violation or breach of any of the terms of the Condominium Documents with respect to any rights, easements, privileges, or licenses granted to Sponsor shall give to Sponsor the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 9.3 *Remedies Cumulative*. The remedies specifically granted to the Condominium Board or to Sponsor in this Article 9 or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Condominium Board or Sponsor. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 9.4 *Costs and Expenses*. All sums of money expended, and all costs and expenses incurred, by (i) the Condominium Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or paragraph (A) of Section 9.2 hereof or (ii) Sponsor in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (B) of Section 12.2 hereof, shall be immediately payable by (a) in the event set forth in subparagraph (i) hereof, such Unit Owner to the Condominium Board or (b) in the event set forth in subparagraph (ii) hereof, the offending party (i.e., the Condominium Board or the Unit Owner) to Sponsor, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of 2% per month (but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law). All sums payable by a Unit Owner to the Condominium Board pursuant to the terms of this Section 9.4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 10
ARBITRATION

Section 10.1 *Procedure*. Any dispute arising out of or relating to the Declaration or these By-Laws shall be submitted to "Expedited Arbitration." Expedited Arbitration means a binding arbitration proceeding (i) held in New York County before a retired judge or justice of a court of the State of New York, or a neutral attorney licensed to practice and practicing in the State of New York or other person not employed by or affiliated with Sponsor or a Member or officer of the Condominium Board and reasonably acceptable to the Condominium Board (the "Arbitrator"), (ii) administered by JAMS, NAMS or other private alternative dispute resolution provider selected by the Condominium Board which is not affiliated with Sponsor or a Member or officer of the Condominium Board (the "ADR Provider") and (iii) conducted, to the extent consistent with the Declaration and these By-Laws, in accordance with the then prevailing rules and expedited procedures of the ADR Provider (the "ADR Rules"). Accordingly, by submitting to Expedited Arbitration the parties to the dispute shall be deemed to have waive the right to bring suit in court concerning disputes under the Declaration or these By-Laws and agree to accept the Arbitrator's decision as final, and since there is generally no right to appeal and the right of the parties to the dispute to be represented by counsel and to submit data, memoranda and similar material in support of their respective positions, and the ability of the parties to obtain documents, witness statements and other discovery may be more limited in Expedited Arbitration than in court proceedings. After hearing the dispute, the Arbitrator shall be obligated to render a determination (the "Award") within the applicable time period under the ADR Rules for the rendering thereof.

Section 10.2 *Binding Effect*. The decision in any arbitration conducted pursuant to the terms of Section 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 10.3 *Costs and Expenses*.

(A) 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 disputant's counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Condominium Board in connection with any Arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute General Common Expenses, to be borne by all Unit Owners.

ARTICLE 11
NOTICES

Section 11.1 *General*. All notices required or desired to be given hereunder (except for notices of regular annual or special meetings of the Unit Owners and except all meetings of the Condominium Board) shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

(i) if to the Condominium Board, to the Condominium Board at its principal office as set forth in Section l.5 hereof, with a copy sent by regular first class mail to the Managing Agent (if any) at its principal office address as aforesaid;

(ii) if to a Unit Owner other than Sponsor, to such Unit Owner at Unit Owner's address at the Property;

(iii) if to Sponsor, to Sponsor at its principal office as set forth in the Plan;

(iv) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 11.1 shall be deemed given when mailed in the State of New York, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 11.2 *Waiver of Service of Notice*. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 12
AMENDMENTS TO BY-LAWS

Section 12.1 *General*.

(A) Subject to the terms of paragraph (B) hereof and subject, further, to any provisions contained in the Declaration or these By-Laws with respect to any amendments ("Special Amendments") affecting or in favor of Sponsor and/or any Permitted Mortgagee, any provision of these By-Laws affecting the (i) General Common Elements or Residential Limited Common Elements or all Unit Owners may be added to, amended, modified or deleted by the affirmative vote of at least 66 2/3% in number and Common Interest of all Unit Owners either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of

the Condominium Board as attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage (where applicable) of all Unit Owners, approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.10 hereof, in which Secretary's Certification there shall be described the number and percentage (where applicable) of all Unit Owners, approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding anything to the contrary contained in paragraph (A) hereof, but still subject to any provision contained in the Declaration or these By-Laws with respect to Special Amendments:

(i) the Common Interest appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in paragraph (F) of Section 5.5 hereof; and

(ii) the terms of Section 5.7 hereof may not be amended, modified, added to, or deleted without the consent of (x) at least 66 2/3% in number and Common Interest of all Unit Owners, and (y) Sponsor.

Section 12.2 *Special Amendments.*

(A) Any amendment, modification, addition, or deletion of or to any of the provisions of these By-Laws that, pursuant to the terms of the Declaration or these By-Laws, may be effected by Sponsor without the consent of the Condominium Board or the Unit Owners, shall be embodied in an instrument executed and recorded in the Register's Office by Sponsor, as attorney-in-fact of both the Condominium Board and all Unit Owners, which power-of-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by Sponsor, certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by Sponsor pursuant to the terms of the Declaration and/or these By-Laws, in which Certification there shall be set forth the Article and/or Section of the Declaration or these By-Laws pursuant to which the same was effectuated. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to these By-Laws shall be effective in any respect against Sponsor, unless and until Sponsor shall consent to the same in writing.

(C) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to Section 5.4 or 5.5, paragraph (B) or paragraph (C) of Section 6.2, subparagraph (iv) or (v) of paragraph (B) of Section 7.5 or Article 8 hereof shall be effective with respect to the holder of any Permitted Mortgage theretofore made unless and until such Permitted Mortgagee shall have given its written consent thereto. In addition, no amendment to the Condominium Documents which would materially and adversely affect the holder of any Permitted Mortgage shall be effective without the prior written consent of 51% of the Permitted Mortgagees or a majority of the Mortgage Representatives, if any. If the Permitted Mortgagees or Mortgage Representatives fail to respond within 60 days after written receipt of the proposed amendment, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed.

(D) Amendments, modifications, additions or deletions of or to the Declaration, these By-Laws may be necessary, appropriate or desirable in connection with the disposition or utilization of Development Rights by Sponsor or other Development Rights Owner, and it is contemplated that in connection

therewith the Sponsor or other Development Rights Owner will cause the Declaration and/or these By- Laws to be so amended, modified, added to or deleted from and that the resulting provisions thereof may be similar or dissimilar to those affecting the Units and the Unit Owners. In the case of any such amendment, modification, addition or deletion which does not materially and adversely affect the Units or the Unit Owners, Sponsor or other Development Rights Owner shall be the attorney-in-fact for the Unit Owners (including Sponsor so long as Sponsor owns any Unsold Units), coupled with an interest, for the purpose of approving, executing and recording any instrument effecting such amendment, modification, addition or deletion.

ARTICLE 13
FURTHER ASSURANCES

Section 13.1 *General*. Any Person that is subject to the terms of these By-Laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a Member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2 *Failure to Deliver or Act*.

(A) If any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after request therefor, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Condominium Board is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(B) If any Unit Owner, the Condominium Board or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after request therefor, to execute, acknowledge or deliver any instrument which such Unit Owner, Condominium Board or other Person is required to execute, acknowledge or deliver pursuant to these By-Laws at the request of Sponsor, then Sponsor is hereby authorized, as attorney-in-fact for the Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, in the name of the Unit Owner, Condominium Board or other Person, and such instrument shall be binding on the Unit Owner, Condominium Board or other Person. The Condominium Board shall not unreasonably withhold or delay its consent or approval with respect to any matter contained in these By-Laws which requires the consent or approval of the Condominium Board.

ARTICLE 14
MISCELLANEOUS

Section 14.1 *Inspection of Documents*. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours. Each Unit Owner shall be permitted to examine the books of account of the Condominium during reasonable business hours, but not more frequently than once a month.

Section 14.2 *Waiver*. No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 14.3 *Conflict*. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control.

Section 14.4 *Severability*. If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5 *Successors and Assigns*. The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Sponsor.

Section 14.6 *Gender*. A reference in these By-Laws to any one gender, masculine or feminine, includes the other one, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.7 *Captions*. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

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ADDENDUM TO THE BY-LAWS

RULES AND REGULATIONS

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

2. No bicycles, rollerblades, scooters, skateboards or similar vehicle shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose or ridden in the Building or the courtyard. No baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. All service and delivery persons will be required to use the service entrances or such other entrances of the Building designated by the Condominium Board or the Managing Agent. In addition, all domestic employees, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that care-givers in the employ of Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees, or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for the purpose and only through the service entrances.

5. 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 or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

6. No Unit may be used for the storage of any flammable materials or any other materials the storage of which may constitute a Building code violation or which will increase the insurance requirements for the Building.

7. No refuse from the Units shall be sent to the service area of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

8. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the Building.

9. All Unit Owners are prohibited from smoking in or around any of the General Common Elements and Residential Limited Common Elements, and within all Units.

10. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

11. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof. No Unit Owner shall permit anything to be done or kept in the Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any Family

Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in the Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of the Unit.

12. There shall be no barbecuing in the Units, in their appurtenant Residential Limited Common Elements, if any, or in the Common Elements.

13. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from the Unit or its appurtenant Residential Limited Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit or its appurtenant Residential Limited Common Elements, if any, between 11:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice of suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

14. No pets other than dogs (maximum of 2 per Unit), caged birds (maximum of 2 per Unit), cats (maximum of 2 per Unit) and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Unit without the consent of the Condominium Board. Each Unit Owner who keeps any type of pet will be required to: (a) indemnify and hold harmless the Condominium, the Condominium Board, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all Rules and Regulations adopted by the Condominium Board with respect thereto, including without limitation, the number of such pets. Notwithstanding the foregoing, the Condominium Board shall have the right to adopt a no-pet policy for the Building or revised or new policies with respect to size or number of pets per Unit. In no event shall any pet permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

15. No group tour, open house or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Unit shall be used for home occupation purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule. The foregoing shall not apply to Sponsor.

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

17. No window guards, legally compliant window stops and/or other window decorations shall be used in or about any Unit, except such as shall have been approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any windows of any Unit be colored or painted.

18. No ventilator or air conditioning device shall be installed in any Unit or its appurtenant Residential Limited Common Elements, if any, without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

19. No radio or television aerial shall be attached to or hung from the exterior of the Building, and 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 the By-Laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

20. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

21. 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 same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of the Unit.

22. Each Unit Owner shall keep the Unit and its appurtenant Residential Limited Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

23. The agents of the Condominium Board or the Managing Agent, and any contractor or work person authorized by the Condominium Board or the Managing Agent, may enter any room or Unit or Terrace at any reasonable hour of the day, on at least 1 day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

24. The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to the 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 Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

25. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by an agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for the Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 22 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

26. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever, enter upon, or attempt to enter upon, the roof of the Building unless such roof is part of a lawful terrace.

27. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

28. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

29. No Unit Owner shall install any plantings on any Terrace or roof without the prior written approval of the Condominium Board. Plantings shall be placed in containers impervious to dampness and standing on supports at least two inches from the Terrace or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the containers to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in containers which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace or roof but shall stand on supports at least two inches above such surface. No planting shall be permanently affixed to a Terrace or roof surface but shall be able to be easily moved. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs rendered necessary by or damage caused by such plantings. The Condominium Board shall have an easement and a right of access to the Terrace appurtenant to the a Unit to inspect the same and to remove violations therefrom and to install, operate, maintain, repair, alter, build, restore, and replace any of the Common Elements located in, over, under through, adjacent to, or upon the same.

30. No Unit Owner shall enclose, erect a greenhouse and/or alter the Terrace appurtenant to a Unit in any way, without the prior written consent of the Condominium Board.

31. No Unit Owner may install or place speakers on a Terrace appurtenant to a Unit.

32. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board and the Managing Agent.

33. When leaving the Unit for extended periods of time, Unit Owners and their respective Family Members, guests, domestic employees, agents, visitors, or licensees shall keep the Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Unit Owner's or their respective Family Member, guests, domestic employees, agents, visitors or licensees failure to abide by the provisions of this paragraph shall be borne solely by the owner of such Unit causing the damage.

34. No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive, or unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the sole cost and expense of the respective Unit Owners or the Condominium, whoever shall have the obligation to maintain or repair such part of the Property

35. Any installations, replacements, and/or repairs in connection with legally-compliant window guards and/or window stops in any Unit shall be performed at the direction of the Managing Agent and all costs associated therewith shall be charged to and borne solely by the Unit Owner. It is the responsibility of each Unit Owner to (i) notify the Managing Agent in writing if any child under the age of 11 years resides (even temporarily) in the Unit, (ii) to make the necessary arrangements with respect to the installation, repair, replacement, operation, and/or maintenance of legally-compliant window guards and/or window stops in the Unit and/or any additional equipment as required by Law, and (iii) to otherwise ensure that all operable windows located in the Unit comply with Law.

36. Unit Owners and their respective Family Members, guests, domestic employees, employees, agents, visitors, or licensees shall abide by any additional rules and regulations adopted by the Condominium Board.

EXHIBIT F

UNIT POWER OF ATTORNEY

POWER OF ATTORNEY

THE CONDOMINIUM BOARD OF
318 East 81st Street Condominium

and

EAST 81 BLISS, LLC

318 East 81st Street Condominium
318 East 81st Street
New York, New York 10028
Unit No. _____

County:	New York
Block:	_____
Lot:	_____

Record and Return to:

_____
_____
_____
_____

UNIT POWER OF ATTORNEY

All terms used in this Unit Owner Power of Attorney that are used in that certain Declaration dated as of _____,201___ made by East 81 Bliss, LLC ("**Declarant**"), pursuant to Article 9-B of the Real Property Law of the State of New York, establishing condominium ownership of the premises known as 318 East 81st Street Condominium, 318 East 81st Street, New York, New York 10028 (the "**Condominium**"), which Declaration was recorded in the New York County office of the Register of the City of New York (the "**Register's Office**") on _____, 20__, as CRFN # _____ (as the same may have been or may hereafter be amended, the "**Declaration**") or in the By-Laws of the Condominium (as the same may have been or may hereafter be amended, the "**By-Laws**") annexed to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws (the Declaration and the By-Laws referred to herein as the "**Condominium Documents**.").

[Applicable to Unit Owners of Units only]: The undersigned, _____, (having an office) (residing at) _____, the owner of a Unit _____ ("**Unit**") in the Condominium which is designated and described as the Unit in the Declaration and also designated as Tax Lot _____ in Block _____ of the Borough of Manhattan on the Tax Map of the Department of Finance of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as Members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-laws then in effect, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and commencing, pursuing, appealing, settling and/or terminating administration and tax certiorari proceedings on behalf of the Unit Owners for the reduction of the assessed valuation of their Units, such Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;

(b) acquire, lease or license any Unit, together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, sublease or surrender the same or acquire any Unit, together with its Appurtenant Interest, that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Unit so acquired or to sublease any Unit so leased;

(d) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Property or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Property which the Condominium Board deems necessary or appropriate or (3) any protest and tax certiorari proceeding documentation affecting Units.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

[Applicable to Unit Owners of Units]: The undersigned, _____, (having an office) (residing at) _____, the owner of a Unit _____ ("Unit") in the Condominium which is designated and described as the Unit in the Declaration and also designated as Tax Lot _____ in Block _____ of the Borough of Manhattan on the Tax Map of the Department of Finance of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint Declarant (in its capacity as Declarant and in its capacity as sponsor ("Sponsor") of the offering plan for the Condominium ("Plan") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to:

(a) amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Declarant under the Condominium Documents, including without limitation, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Declarant in accordance with the Declaration, or (2) shall be required by (a) an Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit , (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Declarant to insure title to any Unit ; or (3) shall be required to correct any inconsistencies or scriveners' errors in the Declaration, the By-Laws and/or the Floor Plans; or (4) relinquish Declarant's rights under the Condominium Documents, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as (i) Declarant shall cease to own any Unit in the Condominium; (ii) Declarant has completed all of its obligations under the terms of the Offering Plan; and (iii) a Permanent Certificate of Occupancy has been issued for the Property; and

(b) to effectuate Declarant's and/or Sponsor's or other Development Rights Owner's utilization, sale or transfer of all or any portion of the Development Rights, as set forth in the Declaration.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ____ day of _____, _____.

_____

STATE OF _____)

) ss.:

COUNTY OF _____)

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____ and State of _____.

_____

Notary Public

STATE OF _____)

) ss.:

COUNTY OF _____)

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____ and State of _____.

_____

Notary Public

UNIT OWNER'S SPECIMEN TITLE POLICY

PRESTIGE RESEARCH COMPANY as agent for NONE

OWNER'S POLICY

SCHEDULE A

Title Number: Policy Number:

Amount of Insurance: **$ TBD**

Date of Policy: TBD

1. Name of Insured:

   TBD

2. The estate or interest in the land which is covered by this Policy is:

   Fee Simple

3. Title to the estate or interest in the land is vested in the insured by:

   Deed made by East 81 Bliss, LLC, dated _____ , and to be duly recorded in the New York City Register's Office, New York County.

4. The land referred to in this Policy is described as follows:

   See Schedule A Description, attached hereto and made a part hereof.

PRO FORMA

Issued by:
Prestige Research Company
55 West 39th Street 9th Floor, New York, NY 10018
Telephone: (212) 651-1200 Fax: (212) 651-1201

PRESTIGE RESEARCH COMPANY as agent for NONE

OWNER'S POLICY

SCHEDULE A DESCRIPTION

Title Number: Policy Number:

The Condominium Unit ("the Unit") known as Unit No. ____ in the building known as the 318 East 81st Street Condominium, said Unit designated and described as Unit No. ___ in the Declaration establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act") dated _____ and recorded _____ in the New York City County Office of the Register of the City of New York (the "Register's Office") in CRFN _____ and also designated as Tax Lot _____ in Block 1543 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said building, certified by _____ and filed with the Real Property Assessment Department of the City of New York as Condominium Plan No. _____, Map No. CRFN _____.

TOGETHER with an undivided _____ % interest in the Common Elements.

The land on which the Building containing the Unit is located is described as follows:

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

BEGINNING at a point on the Southerly side of East 81st Street distant 175.00 feet Easterly from the corner formed by the intersection of the said Southerly side of East 81st Street with the Easterly side of Second Avenue;

RUNNING THENCE Easterly, along said Southerly side of East 81st Street, 30.00 feet;

THENCE Southerly on a line parallel with said Second Avenue and part of the distance through a party wall, 102 feet 2 inches to the centre line of the block between East 81st Street and East 80th Street;

THENCE along said centre line, Westerly 30.00 feet (29 feet 8 inches Deed) to a point;

THENCE Northerly, again parallel with said Second Avenue and part of the distance through another party wall, 102 feet 2 inches (102 feet 4 1/2 inches Deed) to the Southerly side of East 81st Street, the point or place of BEGINNING.

PRO FORMA

Typed by:

PRESTIGE RESEARCH COMPANY as agent for
NONE

SCHEDULE B

Title Number: Policy Number:

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which may arise by reason of:

1. **Rights of tenants or persons in possession.**

2. **Covenants and Restrictions in Liber 1473 cp 464.**

3. **Party Wall Agreements in Liber 3279 cp 148 and Liber 3572 cp 173.**

4. **FOR INFORMATION ONLY:**
a) Certification of Parties in Interest Pursuant to Zoning Lot Subdivision D recorded 12/11/2015 in CRFN 2015000440482;

b) Zoning Lot Description and Ownership Statement made by Edward Kehoe recorded 12/11/2015 in CRFN 2015000440483;

c) Declaration of Zoning Lot Restrictions made by 316 E. 81, LLC and 318 E. 81, LLC recorded 12/11/2015 in CRFN 2015000440484;

d) Waiver of Declaration of Zoning Lot Restrictions made by First Republic Bank recorded 12/11/2015 in CRFN 2015000440485.

5. **Terms, restrictions, conditions and easements set forth in the Declaration of Condominium and By-Laws of the 318 East 81st Street Condominium dated _____, recorded _____ in CRFN _____; but Policy insures against loss or damage occasioned by the premises not being a part of a Condominium validly created pursuant to Article 9-B of the Real Property Law, as amended.**

6. **Emergency Repair Notices, if any, filed pursuant to chapter 57, Section 26-57.01 of the administrative code.**

7. **The following variations are found between the record description and the tax map:**
a) The record recites the Southerly lot line as 29 feet 8 inches, whereas tax map shows same as 30 feet;

b) The record recites the Westerly lot line as 102 feet 4 1/2 inches, whereas the tax map shows same as 102 feet 2 inches.

8. **Tax lots must be allocated to each Condominium Unit, the Declaration of Condominium and By-Laws must be recorded, and Floor Plans must be filed in the office of the Real Property Assessment Department, New York County prior to closing.**

9. **Real Estate Taxes to be allocated to each condominium unit.**

10. **Power of Attorney to the Board of Managers of the 318 East 81st Street Condominium, and their successors in office dated _____ and to be recorded in the office of the Register, New York**

Typed by:

PRO FORMA

County, as provided in the Declaration and By-Laws of the 318 East 81st Street Condominium.

11. AS TO THE BUILDING(S):
Any state of facts which an accurate survey of current date would disclose.

AS TO THE UNIT:
With respect to Condominium Unit No. _____, the title to which is to be insured herein, policy excepts any state of facts which an accurate survey would disclose. Policy insures, however, that any encroachment of the Unit onto other Units or onto any part of the common elements may remain undisturbed as long as the Unit insured hereunder exists.

PRO FORMA

STANDARD NEW YORK ENDORSEMENT

(OWNER'S POLICY)

Title No.

Attached to and made part of Policy Number

1. The following is added as a Covered Risk:

   "11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

   5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

DATED:

BY _____

PRO FORMA

FORM W-8
(CERTIFICATION OF FOREIGN STATUS)

Form **W-8BEN**

(Rev. February 2014)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

► **For use by individuals. Entities must use Form W-8BEN-E.**
► **Information about Form W-8BEN and its separate instructions is at *www.irs.gov/formw8ben.***
► **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do NOT use this form if:	**Instead, use Form:**
• You are NOT an individual	W-8BEN-E
• You are a U.S. citizen or other U.S. person, including a resident alien individual	W-9
• You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services)	W-8ECI
• You are a beneficial owner who is receiving compensation for personal services performed in the United States	8233 or W-4
• A person acting as an intermediary	W-8IMY

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner

2 Country of citizenship

3 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country

4 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)

6 Foreign tax identifying number (see instructions)

7 Reference number(s) (see instructions)

8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

_____

Explain the reasons the beneficial owner meets the terms of the treaty article: _____

_____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:

  (a) not effectively connected with the conduct of a trade or business in the United States,

  (b) effectively connected but is not subject to tax under an applicable income tax treaty, or

  (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ►

_____ _____

Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

_____ _____

Print name of signer Capacity in which acting (if form is not signed by beneficial owner)

FORM W-9
(REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION OF SPONSOR AND PRINCIPAL

CERTIFICATION OF SPONSOR AND PRINCIPAL

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

Re: Condominium Offering Plan
318 East 81st Street Condominium
318 East 81st Street
New York, New York 10028

We are the Sponsor and the principals of the sponsor of the Condominium Offering Plan for the captioned property.

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

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

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

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

(iii) not omit any material fact;

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

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

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

(vii) not contain any representation or statement which is false, where we:
- (a) knew the truth;
- (b) with reasonable effort could have known the truth;
- (c) made no reasonable effort to ascertain the truth; or
- (d) did not have knowledge concerning the representation or statement made.

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

SPONSOR:

EAST 81 BLISS, LLC

By: G&C NY Associates, LLC
its managing member

By: _____
Name: Gidi Cohen
Title: Manager

PRINCIPALS OF SPONSOR:

_____
Gidi Cohen

_____
Adrian Goldstein

Severally sworn to before me this
21 day of Aug, 2017

_____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA JURAT

State of California)
County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this 21st day of August, 20 17, by Gidi Cohen,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

M. WILSON
COMM. #2109033
Notary Public - California
Los Angeles County
My Comm. Expires Apr. 27, 2019
NRO1 NRO1

Signature _____

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA JURAT

State of California)

County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this 21st day of August, 20 17, by Adrian Goldstein,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

M. WILSON
COMM. #2109033
Notary Public - California
Los Angeles County
My Comm. Expires Apr. 27, 2019

NRO1 NRO1

Signature _____

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this Jurat to an unauthorized document and may prove useful to persons relying on the attached document.

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Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

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Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

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CERTIFICATION OF ARCHITECT

PART 20: CERTIFICATION OF ARCHITECT
RE: NEWLY CONSTRUCTED OR VACANT CONDOMINIUMS

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

Re: Condominium Offering Plan
318 East 81st Street Condominium
318 East 81st Street
New York, New York 10028

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by our office, dated 6/27/2016 and prepared the Report, dated June 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 licensed in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the physical condition of the entire Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we have examined;

(ii) in our professional opinion, affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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

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

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

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

(a) knew the truth;

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

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

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

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing the 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,

ISSAC AND STERN ARCHITECTS PC

By: _____
Name:
Title:

Sworn to before me this
10 day of October, 2017

_____
Notary Public

MARTIN AUSTIN DAVID
Notary Public, State of New York
Registration #01MA6341019
Qualified In Suffolk County
Commission Expires May 2, 2020

(Architect's Seal)

REGISTERED ARCHITECT
RAMY ISSAC
018258
STATE OF NEW YORK

CERTIFICATION OF BUDGET EXPERT

CENTURY

PART 20: CERTIFICATION BY EXPERT ON ADEQUACY OF CONDOMINIUM BUDGET

May 2, 2017

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

Re: Condominium Offering Plan
318 East 81st Street Condominium
318 East 81st Street
New York, New York 10028

The Sponsor of the condominium offering plan for the captioned property retained our firm to review Schedule B (together with the notes thereto, the "Schedule") containing projections of income and expenses for the first year of condominium operation. Century Management Services, Inc., has been engaged in the management of Residential real estate for over twenty five (25) years and has managed over 80 cooperative and condominium buildings during that period, and is still active in management.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by Department of Law in Part 20 insofar as they are applicable to the Schedule.

We have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying them with due diligence in order to form a basis for this certification. We have also relied upon our firms experience in managing residential buildings.

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

We certify that the Schedule:

(a) sets forth in detail the projected income and expenses for the first year of condominium operation;

(b) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

CENTURY

(c) does not omit any material fact;

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

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

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

(g) does not contain any representations 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 statements made.

We further certify that we are not owned or controlled by 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.

Century Management Services, Inc.,

By: _____
Name: Jacob Sirotkin
Title: Vice President

Sworn to before me this
4th day of May, 2017

_____
Notary Public

VARDA JENNIFER LEGER
Notary Public, State of New York
No. 01LE6043340
Qualified in Queens County
Commission Expires 6/12/2018

REAL PROPERTY LAW SECTION 339-kk

NEW YORK REAL PROPERTY LAW § 339-kk

§ 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 have 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.

§HISTORY: Add, L 1998, ch 422, § 3, eff July 22, 1998 (see 1998 note below).

EDITOR'S NOTES:

Laws 1998, ch 422, §§ 4, 5, eff July 22, 1998, provide as follows:

§ 4. 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.

§5. This act shall take effect immediately, and is applicable to all cooperative corporations and condominiums in existence on or after such date.