CONDOMINIUM OFFERING PLAN

THE SOCIETY HOUSE CONDOMINIUM
Property Located at:
The T.F. Chen Art Building
335 West 35th Street
New York, NY 10013
New York County

THE OFFERING PRICE OF:

THE SIXTY-SIX (66) RESIDENTIAL UNITS IS	$89,560,000.00
THE THIRTY-ONE (31) STORAGE SPACE LICENSES IS	$1,295,000.00
THE COMMERCIAL UNIT IS NOT BEING OFFERED FOR SALE	
FOR A TOTAL INITIAL OFFERING PRICE OF	$90,855,000.00

The Condominium will consist of Sixty-Six (66) Residential Units and Thirty-One (31) Storage Space Licenses which are being offered for sale pursuant to this offering and One (1) Commercial Unit not being offered for sale.

SPONSOR
NEO IMAGE ENTERPRISES, LLC AND
NEW TENT, LLC
250 LAFAYETTE STREET, 5TH FLOOR
NEW YORK, NY 10012

SELLING AGENT
SOTHEBY'S INTERNATIONAL REALTY
DEVELOPMENT ADVISORS
38 EAST 61ST STREET
NEW YORK, NY 10065

The Date of Acceptance for Filing is _____. This Plan may not be used after _____, unless extended by amendment.

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

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER THE PLAN HAS BEEN CONSUMMATED, 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 THE SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. (SEE SPECIAL RISKS SECTION OF THE PLAN).

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE i.

SOCIETY HOUSE ON WEST 35

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PART I

SPECIAL RISKS

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

1. The Property is located at 335 West 35th Street, New York, NY 10013. Upon conversion of the Property to a condominium form of ownership, the condominium shall be called The Society House Condominium. The Building on the Property shall be called The T.F. Chen Art Building. See INTRODUCTION set forth in Part I of the Plan.

2. Sponsor reserves the right to control the Condominium Board of Managers for a period of time until the earlier to occur of (a) sixty (60) days after the date by which one hundred percent (100%) of the Units have been conveyed to Unit Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect new board members unrelated to the Sponsor within thirty 30 days of the expiration of the Sponsor Control Period. However, as long as Sponsor or Successor Sponsor owns a Unit, it will be entitled to appoint one (1) member of the Residential Board of Managers.

   Because Sponsor is not limiting conditions under which it will rent rather than sell Units, there is no commitment to sell more than the 15% necessary to declare the plan effective, and owner occupants may never gain effective control and management of the Condominium. Since the By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control of the Board, Purchasers for their own occupancy may never gain control of the Board. Owner-occupants and non-resident owners, such as Sponsor may have inherent conflicts on management of the Condominium.
   See CONTROL BY SPONSOR set forth in Part I of the Plan.

3. Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Plan that are being offered herein. Unless this Plan is abandoned, Sponsor will endeavor in good faith to sell fifteen percent (15%) of the Units, but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. For this plan, ten (10) Units exceed the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, 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. See the CONTROL BY SPONSOR section in Part I of the Plan.

4. Sponsor has obtained financing from Shanghai Commercial Bank LTD. to construct the Building (the "Construction Lender"). The liens held by the Construction Lender shall be subordinate to the Declaration. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the Construction Lender's mortgage upon tender of the relevant payment as agreed to between Sponsor and Construction Lender. See the

INTRODUCTION and RIGHTS AND OBLIGATIONS OF THE SPONSOR sections in Part I of the Plan.

5. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of 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 or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See CONTROL BY SPONSOR in Part I of the Plan.

6. The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution (the "Development Air Rights") shall be retained by the Commercial Unit Owner for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar and related agreements. The Sponsor intends to retain the Commercial Unit. Commercial Unit Owner shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Air Rights (the "Air Rights Amendment"). Commercial Unit Owner shall have the right to complete and file the Air Rights Amendment with the City of New York without the consent of the owners of the Condominium Units or the Board of Managers or any parties in interest to the Common Elements. The owners of the Condominium Units, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Air Rights as described in the Air Rights Amendment and shall execute any documents evidencing said consent as are reasonably requested by Commercial Unit Owner. The Building is undergoing conversion and cannot be expanded or may be limited. In the event Development Air Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, Commercial Unit Owner may not utilize the Development Air Rights to increase the size, height, bulk or density of any portion of the Property. See the INTRODUCTION, RIGHTS AND OBLIGATIONS OF THE SPONSOR and RESERVATION OF AIR AND DEVELOPMENT RIGHTS sections of the Plan in Part I and the DECLARATION in Part II.

7. Prospective Purchasers will be required to execute, in duplicate, a Purchase Agreement substantially in the form set forth in Part II of this Plan, and deliver the Purchase Agreement to Sponsor together with a check equal to the sum of ten percent (10%) of the purchase price. All funds received from Purchasers whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be made payable to or endorsed by Purchaser to the order of "Marans Weisz & Newman LLC as Escrow Agent." See the section of the Plan entitled PROCEDURE TO PURCHASE and the PURCHASE AGREEMENT in Part II.

8. Prospective Purchasers are advised that all deposits and Down Payments will be held in the escrow account maintained by Marans, Weisz & Newman LLC, as escrow agent at Signature

Bank, 261 Madison Avenue, New York, New York 10016 (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Purchasers making Down Payments in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of this amount. Prospective Purchasers are also advised that if Purchasers have an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. See the section of the Plan entitled PROCEDURE TO PURCHASE.

9. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York State Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (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 FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to the expiration thereof, and ultimately for obtaining a FCO covering the entire Building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf. See the section of the Plan entitled RIGHTS AND OBLIGATIONS OF THE SPONSOR

10. Purchasers should note that even if the first closing occurs on or before October 1, 2019 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into) or within the twelve 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, Purchaser will not be entitled to a right of rescission or to make claims against the 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 PURCHASES SHOULD THEREFORE CAREFULLY

CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event however, sponsor cannot convey title to at least one (1) Unit on or before September 30, 2020, twelve (12) months from the projected date of the first closing, affected purchasers will be afforded the right of rescission.

11. The First Year of Condominium operation is estimated to commence October 1, 2019. As in any construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Residential Closing may occur sooner or later than the projected First Year of Condominium operation, and closing to certain Residential Units may occur substantially before or after closing for other Residential Units. See the section of the Plan entitled PROCEDURE TO PURCHASE.

12. There are numerous time constraints imposed in the Purchase Agreement set forth in Part II of this Offering Plan. TIME IS OF THE ESSENCE as to all such time constraints. This means that if the Purchaser fails to pay all sums due to Sponsor, perform his obligations under the Purchase Agreement, exercise the right to terminate the Agreement pursuant to the limited financing contingency, cure a default, or provide Sponsor with notice of a claim under the Limited Warranty, within the applicable time frame, he may waive substantive rights, or incur a forfeiture of substantial sums of money. Thus, for example, a purchaser who fails to cure a default within thirty (30) days after receipt of written notice of said default, will both have the Contract canceled, and lose his down payment. Purchasers are advised to consult with their attorney concerning all terms of this offering. Please see the section of the Plan entitled PROCEDURE TO PURCHASE in Part I and the PURCHASE AGREEMENT set forth in Part II for a statement of all applicable time limitations.

13. A Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase a Unit pursuant to an Agreement shall not be contingent on the Purchaser obtaining such financing, so that a Purchaser will remain obligated under the Agreement whether or not such Purchaser has been able to obtain financing. Neither Sponsor nor Selling Agent makes any representation whatsoever as to the terms or availability of any mortgage or other financing. Prospective purchasers who require financing are advised to consult with a lending institution before executing a Purchase Agreement. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it could expire before the closing date, and Sponsor shall have no liability as a result of any scheduling, rescheduling, or adjournment of closing beyond the expiration of a loan commitment. See the section of this Plan entitled PROCEDURE TO PURCHASE in Part I and the PURCHASE AGREEMENT set forth in Part II.

14. Purchaser may not assign the Purchase Agreement without first obtaining the prior written consent of Sponsor, which consent may be granted or withheld in Sponsor’s sole and absolute discretion. Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law. Purchaser will be required to pay to Sponsor’s attorneys a fee in the amount of $1,000.00 for each assignment or change permitted by Sponsor. See the section of the Plan entitled PROCEDURE TO PURCHASE.

15. Pursuant to the Geographic Targeting Order issued by the Director of the Financial Crimes

Enforcement Network, title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Geographic Targeting Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan and Staten Island; (3) the total purchase price is in excess of Three Hundred Thousand Dollars ($300,000.00); (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, a funds transfer, or virtual currency. This affects all residential real property closings meeting the above criteria and occurring on or after November 17, 2018 for so long as the Geographic Targeting Order remains in effect. The Geographic Targeting Order expires on May 15, 2019 and is expected to be renewed on similar terms upon expiration. A copy of the Order is available here:

https://www.fincen.gov/sites/default/files/shared/Real%20Estate%20GTO%20GENERIC_111518_FINAL.pdf

See the PROCEDURE TO PURCHASE section in Part I of the Plan.

16. Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $2,750.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the closing of title to a Purchaser's Unit does not take place on the Closing Date, for any reason other than circumstances completely within Sponsor's sole control, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor at Closing interest on the unpaid balance of the purchase price from the originally established Closing Date to the actual Closing Date an amount equal to 0.04% of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, which is 14.6% per annum, and (iii) Purchaser shall pay Sponsor's counsel $250.00 for each adjournment. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. See the section of the Plan entitled UNIT CLOSING COSTS AND ADJUSTMENTS.

17. Seller is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. For purposes of calculating the taxes payable, the amounts of such taxes together with any other payments made by a Purchaser with respect to any obligations of Sponsor will be included in the consideration subject to such tax. Purchasers shall also be obligated to pay the so-called "Mansion Tax," currently (as of the filing of this Plan) one percent (1%) of the total consideration paid when such consideration is $1,000,000.00 or more. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors. See the Section of the Plan entitled UNIT CLOSING COSTS AND ADJUSTMENTS.

18. Purchaser shall make a contribution to the Working Capital Fund and Reserve Fund of the

Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Unit, as the same may be amended from time to time. Except for the initial contribution by Purchasers, the Working Capital Fund and Reserve Fund is funded through Common Charges. See UNIT CLOSING COSTS AND ADJUSTMENTS set forth in Part I of the Plan.

19. Other than a sale or lease by Sponsor or a successor of Sponsor, or a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board's right of first refusal. Any contract to sell a Residential Unit, together with the Appurtenant Interests, and any lease of any Residential Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "This agreement and the rights and obligations of the parties hereunder are hereby made expressly subject to the rights if any, of the Board of Managers of the Condominium with respect to the transaction embodied herein pursuant to the terms of the by-laws of the Condominium, as the same may have been amended." This right of first refusal does not apply to any Sponsor-held Units. See RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS in Part I and BY-LAWS in Part II of the Plan for more information.

20. No bond or other security has been furnished to secure Sponsor's obligations under the Plan, including without limitation those obligations specified in the "RIGHTS AND OBLIGATIONS OF SPONSOR" section hereof.

21. Sponsor is reserving the right to delay the collection of Common Charges until such time into the future. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments required by lenders. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers. See the section of the Plan entitled RIGHTS AND OBLIGATIONS OF THE SPONSOR.

22. Each Residential Unit is measured horizontally from the exterior side of exterior walls (perimeter columns and mechanical pipes, ducts and shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, and other mechanical equipment spaces or any Common Elements or Limited Common Elements and include the elevator and one half of the total egress stairs on that Unit's floor. Notwithstanding the foregoing, any Common Elements located within this

described form of measurement shall not be considered part of such Unit. Each Unit will be measured vertically from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. Since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of each Unit is significantly less than the area listed in Schedule A. Measurements are approximate and are within reasonable tolerances. See section of the Plan entitled SCHEDULE A in Part I.

23. Limited Common Elements consist of the portions of the Property (other than the Units and the Common Elements) existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. The Limited Common Elements in this Building are as follows:

    - There are balconies for Units 3E, 4E, 5E, 6E, 7E, 8E, 9D, 10D. These balconies are allocated to their appurtenant Unit as a Limited Common Element.
    - There are terraces for Units 7B, 7C, 7D, 7E, 8A, 8F, 8G, 8H, 9B, 9C, 9D, 10A, 10E, 10F, 11A, 11B, 11C, 11D, 11F, 12A, and 12D. These terraces are allocated to their appurtenant Unit as a Limited Common Element. The roof terrace is a Common Element for all Units.

    No structures of any kind may be erected on these Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Unit Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The Board of Managers shall have the right of access in and through these areas for the purpose of doing building maintenance inspections. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers. Please see the sections of the Plan entitled DESCRIPTION OF PROPERTY AND IMPROVEMENTS, SCHEDULE A and FOOTNOTES thereto set forth in Part I of the Plan, and the DESCRIPTION OF PROPERTY AND BUILDING CONDITION, FLOOR PLANS, and the DECLARATION set forth in Part II.

24. Purchasers should note that the square footages listed on Schedule A include space designated as Residential Common Elements, including but not limited to all or portions of the public stairways and elevator shafts. Notwithstanding the foregoing, repairs and maintenance of the Residential Common Elements are the responsibility of the Condominium, and the costs of such repairs and maintenance shall be a common expense to be borne by, and apportioned among all of the Unit Owners according to their Percentage of Common Interest. See the sections of the Plan entitled DESCRIPTION OF PROPERTY AND IMPROVEMENTS, SCHEDULE A and NOTES TO SCHEDULE A in Part I.

25. Prospective Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Unit Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor reserves the right to complete all Common Elements within twelve (12) months of the First Unit Closing. However, the Building will be fully staffed as of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Condominium Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget to reduce the Common Charges for the period in which such Common Elements are not available. While Sponsor has a majority vote on the Condominium Board of Managers, Sponsor may exercise the right to issue refunds. Refunding Common Charges may cause Unit Owners to be subject to assessments in the future. See the sections of the Plan entitled DESCRIPTION OF PROPERTY AND IMPROVEMENTS and RIGHTS AND OBLIGATIONS OF THE SPONSOR in Part I.

26. No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any window, portion of the façade or curtain wall, and/or terrace in the Building. See "LOCATION AND AREA INFORMATION" in Part I of this Plan.

27. The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statue applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime. As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013]. Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. 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 Laws and the Plans and Specifications, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable Laws and the Plans and Specifications shall be resolved in favor of the latter. NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS. Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated

to assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair. See the section of the Plan entitled RIGHTS AND OBLIGATIONS OF THE SPONSOR.

28. If a Purchaser takes possession of a Unit prior to closing title through an Interim Lease, he or she will assume the risk of loss and the obligation to repair damage not covered by insurance already in place. Purchasers must obtain casualty insurance pursuant to the terms hereof. See the section of the Plan entitled RIGHTS AND OBLIGATIONS OF THE SPONSOR and RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS.

29. An uncured default by the Purchaser-tenant under the Purchase Agreement will constitute a default under the Interim Lease. An uncured default in the performance or observance of the terms and conditions of the Interim Lease will also constitute a default under the terms of the Purchase Agreement and will permit Sponsor to cancel the Purchase Agreement in accordance with its terms. The Purchaser-tenant will be required to vacate his/her Unit within thirty (30) days after notice is sent of Sponsor's intent to cancel the Purchase Agreement, provided that the Purchaser-tenant fails to cure any such default within the applicable grace period, if any, with TIME BEING OF THE ESSENCE. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of his right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement. Sponsor shall not seek or accept release of any portion of a Purchaser's Deposit until the offering plan has been consummated. See the INTERIM LEASE set forth in Part II of the Plan.

30. The Condominium Board will have right of access to all roof areas including setback roofs and including any and all private terraces and balconies for necessary inspection, maintenance or repairs. See the section of the Plan entitled RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS in Part I of the Plan, and the Condominium BY-LAWS in Part II of the Plan.

31. The By-Laws do not include a provision limiting the number of Unit Owners who may purchase for investment rather than for personal occupancy, and as a result, there may always be a substantial percentage of Owners who are non-residents. Owner-occupants and non-resident Owners may have inherent conflicts on how the Condominium should be managed because of their different reasons for owning. See the BY-LAWS section in Part II of the Plan.

32. Purchaser acknowledges that Purchaser has not relied upon any 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 of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented. Purchaser has relied solely on his or her 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. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and filed in the City Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this paragraph shall survive the closing of title or the termination of this Agreement.

33. Purchasers waive their right to trial by jury in any lawsuit arising out of Purchase Agreement. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in New York County, the county in which the Building is located. See Section of the Plan entitled PROCEDURE TO PURCHASE set forth in Part I of the Plan.

34. Principals of Sponsor have executed the Certification of Sponsor and Principals set forth in Part II of the Plan solely for Martin Act purposes. Consistent with a First Department decision in Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, *et.al.*, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013), the principals of Sponsor expressly disclaim 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 Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory.

35. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement. In the event of rescission or abandonment, Sponsor shall not object to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or (b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

36. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner’s Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title. See the FORM PURCHASE AGREEMENT set forth in Part II of the Plan.

37. No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion. In no event shall more than two (2) animals shall be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash.

38. If Purchaser does not prevail, Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations. This provision survives closing of title or the termination of the Purchase Agreement.

39. Units 4D, 5D, 6D, 6E, 7D, 7E, 8D, 8E, 9D, 9E, 10D, 10E 11D, and 11E will have lot line windows located at the east façade of the Building. Characterization of a window as a lot line window generally means that depending on the proximity and height of improvements on the adjacent property, the lot line window is required by law to be protected against fire occurring in the improvements on adjacent lots in a manner satisfactory to the Department of Buildings. Such fire protection can include sealing the window completely, sprinklering it, using glass block instead of ordinary window glass, or using windows made of steel with wire mesh. Consequently, prospective Purchasers should be aware that in the event that the adjacent property is renovated, reconstructed or enlarged at any time in the future, the lot line windows on this façade of the Building may be required to be in-filled with fire-rated construction. If certain of these windows remain open, they may be required to have sprinkler heads installed and their surrounding walls in-filled with fire-rated construction. The cost of any necessary construction to in-fill the lot line windows shall be allocated to all Unit Owners affected by such an event as a Common Expense.

40. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the buildings, as required by law. Enclosed common areas of the building includes, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their apartment units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their apartment unit. See RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS set forth in Part I of the Plan.

41. On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and

deductions related to homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes. See INCOME TAX DEDUCTIONS TO UNIT OWNER set forth in Part I of the Plan.

42. The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, artwork in General Common Elements, including the lobby, hallways, corridors, and other areas in Residential Common Elements. Such artwork shall be the sole property of the Sponsor. All expenses related to the artwork shall be borne by the Sponsor. The artwork and its contents shall be at Sponsor's sole discretion. The artwork may not be relocated or altered without the prior written consent of Sponsor, which shall be at Sponsor's sole discretion.

    The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not obstruct permitted signage placed by a Non-Residential Unit Owner, and does not unreasonably obstruct any Residential Unit (other than an Unsold Unit). The Sponsor shall have an easement, to the extent permitted by law, to erect, paint, maintain, repair and replace, from time to time, one or more signs on the east facing façade of the Building for the purpose of licensing advertising space or any other signage at Sponsor's discretion, provided such signage does not unreasonably obstruct any Residential Unit (other than an Unsold Unit). See DESCRIPTION OF PROPERTY AND IMPROVEMENTS and RIGHTS AND OBLIGATIONS OF THE SPONSOR set forth in Part I of the Plan.

43. Purchaser covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease prior to the closing of title and for one (1) year thereafter. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default under the Purchase Agreement, entitling Sponsor to the remedies set forth in Article 12 of the Purchase Agreement. These provisions shall survive the closing of title. See RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS set forth in Part I of the Plan.

44. Lead-based paint and/or lead-based paint hazards were found on the Property and Sponsor will remediate all lead-based paint prior to First Closing. Buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a Unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for lead paint. See SPONSORS STATEMENT OF BUILDING CONDITION set forth in Part I of the Plan.

INTRODUCTION

Sponsor and Offer of Sale

NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC (collectively, the "Sponsor"), are limited liability companies organized under the laws of the State of New York, present this Offering Plan (the "Plan") for the establishment of condominium ownership of the land (the "Land") consisting of approximately 7,406 square feet in the City and State of New York, located at 335 West 35th Street, New York, NY 10013 and upon presentation of this Plan known as Block 759, Lot 18, as shown in the New York County Tax Map, and a building (the "Building") existing on the Land to be called The T.F. Chen Art Building. The condominium to be formed on the Property shall be called The Society House Condominium (the "Condominium"). Sponsor acquired the Property on July 28, 2016 by deed from Three 35 W LLC, recorded in the New York County office of the City Register on August 10, 2016 as CRFN 2016000275226.

This Plan sets forth all the material terms of the offer to sell Units in the Condominium. The Condominium is subject to and will comply with the New York Condominium Act. The Plan may be amended from time to time by amendment duly filed with the New York State Department of Law and served pursuant to 13 NYCRR § 20.1(d). The Plan, including Part II, constitutes the entire offer of the Sponsor. Copies of the Plan and all Exhibits submitted to the Department of Law in connection with the filing of this Plan will be available for inspection without charge by prospective Purchasers or their attorneys and copying at a reasonable charge at the Building after the on-site sales office is open.

The property is vacant at the time of presentation of this Plan. Sponsor is rehabilitating a Building pursuant to New York City Department of Building ALT1 approved applications. A Certificate of Occupancy will be issued for the Building reflecting the planned alterations. The Building will be constructed by Sponsor in accordance with all applicable law. The Sponsor expects that construction will be complete on or about October 1, 2019. On completion of construction, the Building will consist of a cellar, twelve (12) floors, and penthouse level. The Building will be divided into Sixty-Six (66) Residential Units, Thirty-One (31) Licensed Storage Spaces, and One (1) Commercial Unit.

Sponsor has obtained financing from Shanghai Commercial Bank LTD. to construct the Building (the "Construction Lender"). The liens held by the Construction Lender shall be subordinate to the Declaration. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the Construction Lender's mortgage upon tender of the relevant payment as agreed to between Sponsor and Construction Lender.

Sponsor will be offering for sale, pursuant to this Plan, the Sixty-Six (66) Residential Units and Thirty-One (31) Licensed Storage Spaces in accordance with the schedule of sales prices (Schedule A) set forth in Part I. These prices have been set by Sponsor and are not subject to approval by the Department of Law or any other governmental agency. Sponsor will endeavor in

good faith to sell units rather than rent after the plan has been consummated. Sponsor is retaining the One (1) Commercial Unit.

The Thirty-One (31) Licensed Storage Spaces are Common Elements located in the cellar, owned by the Board of Managers, and licensed. Sponsor will be the initial Licensee of each Licensed Space and remain so until the licenses are sold or abandoned. The Licensed Spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building.

Sponsor is retaining the unconditional right to rent rather than sell Units after the Plan has been consummated, except pursuant to an Interim Lease for so long as a Purchase Agreement is in effect. Unless this Plan is abandoned, Sponsor will endeavor in good faith to sell rather than rent Units, but makes no representation that it will execute Purchase Agreements to sell fifteen percent (15%) of the Units. In the event Sponsor has rented a Unit and, subsequently, sells the Unit pursuant to this Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Plan.

If Sponsor makes a bulk sale of all or some of its Unsold Units, the transferee successor Sponsor will be bound by Sponsor's representations regarding its commitment to sell Units. In the event Sponsor has rented a Unit and, subsequently, sells the Unit pursuant to this Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Plan.

On the Effective Date of this Offering Plan as hereinafter described, Sponsor will, by Declaration of Condominium recorded in the Office of the City Register of the City of New York, submit the Property to Article 9-B of the Real Property Law of the State of New York (as amended, the "Condominium Act"). The proposed Declaration is set forth in Part II of this Plan. The Declaration, together with the By-Laws of the Condominium, will be recorded by Sponsor at its sole cost and expense prior to its conveyance of title to the first Unit.

The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution (the "Development Air Rights") shall be retained by the Commercial Unit Owner for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar and related agreements. The Sponsor intends to retain the Commercial Unit. Commercial Unit Owner shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Air Rights (the "Air Rights Amendment"). Commercial Unit Owner shall have the right to complete and file the Air Rights Amendment with the City of New York without the consent of the owners of the Condominium Units or the Board of Managers or any parties in interest to the Common Elements. The owners of the Condominium Units, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Air Rights as described in the Air Rights Amendment and shall

execute any documents evidencing said consent as are reasonably requested by Commercial Unit Owner. The Building is undergoing conversion and cannot be expanded or may be limited. In the event Development Air Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, Commercial Unit Owner may not utilize the Development Air Rights to increase the size, height, bulk or density of any portion of the Property.

The Plan delivered to prospective purchasers contains all the material terms of the transaction, and is presented in two Parts in one volume. Part I sets forth a general description of the Plan, including the relevant provisions of various agreements known as the Project Documents. Part II contains a detailed physical description of the Condominium, together with copies of the forms of many of the documents that will affect the use, resale, or mortgaging of each Unit. Both Parts, including all schedules and exhibits, constitute the entire offer of Sponsor. These documents should be reviewed carefully by each prospective Purchaser and his or her attorney prior to signing a Purchase Agreement. Copies of the Plan, all exhibits to the Plan, and Project Documents are available for inspection by prospective purchasers and their attorneys at the on-site offices of the Sponsor, and are also available for inspection and copying at a reasonable fee at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, NY 10005.

Features of Condominium Ownership

The ownership of a Unit in the Condominium is similar in many respects to the ownership of a private one-family home. Each Unit Owner owns his or her Unit outright (in fee simple absolute) and is generally is entitled to its exclusive possession and to its use for any legal purpose, subject to the provisions of the Declaration, By-Laws of the Condominium, and any Rules and Regulations promulgated by the Condominium, which each Unit Owner is obligated to comply with. A Unit Owner is also the owner, in common with all other Unit Owners, of all remaining parts of the Property, except for the Units themselves (collectively, called “Common Elements”). Common Elements are those areas intended to be devoted to the common use and enjoyment of all Unit Owners, including the land; the foundations, columns, girders, beams, supports, exterior walls of the Building, and all joists; the central and appurtenant installations and equipment for services such as power, light, telephone, hot and cold water, sewer and fire safety, the meter rooms, the stairwell from the cellar to the roof and the roof deck; roof and the bulkhead roof. Each Unit Owner’s proportionate share (“Common Interest”) of the Common Elements has been determined pursuant to Condominium Act Section 339-i. Elements which are for the use of a specified Unit (or Units) to the exclusion of all others are known as “Limited Common Elements.” Limited Common Elements are those Common Elements that a Unit Owner or Unit Owners will have the exclusive right to use. See SCHEDULE A in Part I of the Plan.

Sponsor is retaining the unconditional right to rent Units in the Building that are being offered under this Plan after the Plan is consummated. Additionally, the By-Laws have no restriction on the number of Purchasers that can purchase for purposes other than home occupancy.

As a result, there may always be a substantial percentage of owners who are non-residents. Owner-occupants and non-resident Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for owning; i.e., purchase of a Unit as a home as opposed to an investment.

A Unit Owner may sell or lease their Unit subject to the terms and restrictions set forth in the Declaration and By-Laws, including, but not limited to, the Board's right of first refusal.

Each Unit may be separately mortgaged and the Unit Owner will be responsible for interest and amortization payments on the mortgage, if any encumbering such Unit Owner's Unit. A Unit is not subject to the lien of any mortgage placed by other Unit Owners on their Units.

Each Unit Owner will be assessed and taxed separately for real estate tax purposes and, therefore, no Unit Owner will be liable for the payment of real estate taxes on any other Unit. In the opinion of counsel for Sponsor, payments of real estate taxes and interest on any mortgage affecting the Owners Unit, will be deductible for federal, state, and local income tax purposes (see Counsel's Tax Opinion set forth in Part I) subject to the conditions contained in such opinion.

Each Unit Owner, at the Unit Owner's sole cost, may decorate and alter the interior of the Unit Owners Unit in any way that the Unit Owner desires, subject to the provisions of the By-Laws and the Rules and Regulations promulgated by the Condominium and all applicable Laws. Each Unit Owner will be solely responsible for the cost, ordinary and extraordinary, of maintenance of and repairs to the Unit Owner's Unit and all plumbing, heating, telecommunications, sanitary, and electrical systems, fixtures and equipment located within the Unit and connections to common lines which exclusively serve such Unit Owner's Unit, and for the cost of all utilities that are individually metered to a Unit Owner's Unit.

Sponsor reserves the right to control the Condominium Board of Managers for a period of time until the earlier to occur of (a) sixty (60) days after the date by which one hundred percent (100%) of the Units have been conveyed to Unit Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect new board members unrelated to the Sponsor within thirty 30 days of the expiration of the Sponsor Control Period. However, as long as Sponsor or Successor Sponsor owns a Unit, it will be entitled to appoint one (1) member of the Residential Board of Managers. The Board of Managers will be elected by the Unit Owners after the Sponsor Control Period, and will be charged with the primary obligation for operating the Property. The By-Laws do not provide that after the Sponsor relinquishes control of the Board that Board members be owner-occupants. Each Unit Owner's vote will be weighed in accordance with the Owner's percentage interest in the Common Elements. A description of the Unit Owners right to vote for and to serve as a member of the Board of Managers, and a description of the rights and obligations of the Board Managers is contained in the Section entitled "Rights and Obligations of the Board of Managers" in Part I of the Plan and

in the Condominium By-Laws.

The Board of Managers will make most decisions concerning the manner in which the Condominium will be maintained. This will include making decisions regarding hiring of a management company to manage the day-to-day operations of the Condominium, preparing budgets, entering into service contracts, and the making of repairs and improvements, all of which may impact the amount of the Common Charges.

The Board of Managers will be responsible for paying, among other things, the cost of utilities consumed in the Common Elements of the Building, repairing, maintaining, and making necessary replacements to the Common Elements and insurance against casualties causing damage to the Building and Common Elements and certain other potential liabilities. See the Schedule B and the notes thereto which more fully discuss the Common Expenses which will be paid by the Board of Managers, and see Schedule B-1 regarding estimated energy and utility costs to be paid by each separate Unit Owner.

A Unit Owner must obtain at the time of Closing "interior unit coverage", which is "walls-in" coverage also referred to as an HO-6 policy insurance. See the section of the Plan entitled RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS for more details on insurance policies required to be obtained by Unit Owners.

Each Unit Owner must pay monthly Common Charges in accordance with the Declaration, the By-Laws, and the applicable provisions of the Condominium Act, in order to fund payment of the Common Expenses incurred in the operation of the Property and the maintenance of the Common Elements. The Board of Managers will assess Common Charges against each Unit Owners in accordance with its Common Interest based on the Board's estimate of Common Expenses which is based on the projected budget for each twelve (12) month period. The estimated Common Charges for each Unit for the First Year of Operations are set forth in the Schedule A contained in Part I of the Plan.

This offering is made only to individuals aged 18 years or older, and entities qualified to do business in the State of New York who are competent to own real estate 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 CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT.

DEFINITIONS

The following terms used in this Plan and in Article 9-B of the Real Property Law (the "Condominium Act"), have the following meanings:

- Board of Managers (also "Condominium Board" or "Board"): The governing body of the Condominium initially comprised of three (3) managers appointed by Sponsor.

- Building (also "Premises" or "Property"): The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building).

- By-Laws: One of the documents governing the operation of the Condominium, the form of which is set forth in Part II of the Plan.

- City Register's Office: The Office of the City Register of The City of New York.

- Closing: Including words of similar import are used synonymously and mean the payment of the purchase price, and the transfer of legal ownership of a Unit pursuant to this Plan and the Purchase Agreement.

- Closing Date (or "Date of Closing"): The date scheduled for the closing of title to a Unit by Sponsor as same may be adjourned in accordance with the terms of the Purchase Agreement.

- Commercial Unit: The space to be exclusively owned and occupied for commercial use.

- Commercial Unit Owner (also "Commercial Owner"): A Unit Owner who owns or has purchased a Commercial Unit.

- Common Charges: Assessments payable to the Board of Managers by each Unit Owner for the purpose of meeting Common Expenses.

- Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, including any reserve established in anticipation of the aforesaid costs and expenses.

- Common Interest (also "Common Interest Percentage" or "Percentage of Common Interest"): The proportionate, undivided interest in fee simple absolute in the Common Elements pertaining to each Unit set forth in the Declaration. Such interest is expressed as a numerical percentage. The total of all Common Interest percentages pertaining to all Units equals 100%. The Common Interest of the Unit is the basis for determining, among other things, a Unit Owner's (a) proportionate share of the Common Expenses and (b)

proportionate share of any distributions upon termination of the Condominium.

- Condominium: The Units and Common Elements comprising the Property. The words "Property", "Condominium", "Premises" and "Building" are used interchangeably in this Plan.

- Construction Lender: Shanghai Commercial Bank LTD., together with their successors and/or assigns.

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

- Declaration: The recorded instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may be amended from time to time, consistent with law and the By-Laws. The By-Laws, which govern the operation of the Condominium, are part of the Declaration.

- Department of Building: The Department of Buildings of the City of New York.

- Department of Law: The New York State Department of Law of the New York State Office of the Attorney General, Real Estate Finance Bureau.

- Deposit: The payment or payments required to be paid by Purchaser at the time a Purchase Agreement is tendered to Sponsor or at the time or times prior to Closing as provided in the Purchase Agreement.

- Escrow Agent: Marans Weisz & Newman, LLC

- Equal or Better Quality: Comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

- First Unit Closing (also "First Closing" or "First Residential Closing"): Closing of the first Unit in the Condominium to a bona fide Purchaser under the Plan.

- First Year Budget: The projected budget for the Condominium for the First Year of Operations.

- First Year of Operations: The projected date range for the first year of operations for the Condominium, as set forth in the Plan.

- Floor Plans: Floor plans prepared by Sponsor's architect showing the division of the Property into the Units and Common Elements and to be filed with the Condominium Declaration.

- General Common Elements (or "Common Elements" or "Residential Common Elements"): Those areas intended to be devoted to the common use and enjoyment of all Unit Owners as set forth in the Declaration.

- Insurance Trustee: A bank or trust company in the State of New York from time to time appointed to serve as such by the Condominium Board. Sponsor's Registered Mortgagee shall serve as the Insurance Trustee for such time as Sponsor has a mortgage loan encumbering any Unsold Units. The Construction Lender shall be the initial Insurance Trustee, and shall remain the Insurance Trustee until such time that the Construction Lender's mortgage lien is satisfied.

- Land: The parcel of land on which the Building will be situated, as more particularly described in the Declaration.

- Limited Common Elements ("or "Residential Limited Common Elements"): Those Common Elements for which a Unit Owner will have the exclusive right to use. Some examples of Limited Common Elements are rear yards, terraces and balconies accessed through particular Units.

- Managing Agent: The managing agent or manager of the Building at the time in question.

- Permitted Encumbrances: Encumbrances to the title to a Unit that a Purchaser agrees to take title subject to, as more particularly itemized on Schedule A annexed to the form of the Purchase Agreement contained in Part II of the Plan.

- Permitted Mortgage: A mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of the By-Laws.

- Plans and Specifications: The plans and specifications for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings and which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of this Plan.

- Property: The Land, the Building and other improvements thereon, and all easements, rights and appurtenances belonging thereto.

- Purchase Agreement: The agreement to purchase a Unit pursuant to the Plan, the form of which is set forth in Part II of the Plan.

- Purchaser: A purchaser of a Unit pursuant to a Purchase Agreement.

- Registered Guarantor: A guarantor on a Registered Mortgage who has registered with the Board of Managers by supplying the Board with the name and address of the guarantor.

- Registered Mortgagee: The holder of a Registered Mortgage and shall include, without limitation, banks, financial institutions, and/or other lenders such as the Construction Lender, its successors, assigns, and/or affiliates, as well as any lender that has provided mezzanine financing or preferred equity financing to Sponsor and/or Declarant.

- Registered Mortgage: A first mortgage permitted to be placed upon a Unit pursuant to the By-Laws, the Construction Loan for so long as the Construction Loan encumbers such Unit, and/or any mezzanine finance loan or preferred equity loan provided to Sponsor and/or Declarant so long as such loan encumbers such Unit.

- Residential Unit: The space to be exclusively owned and occupied for residential use.

- Residential Unit Owner (also "Residential Owner"): A Unit Owner who has purchased a Residential Unit.

- Rules and Regulations: The rules and regulations of the Condominium made in accordance with the By-Laws. The rules and regulations, which will apply unless and until amended by the Board of Managers, are set forth as an addendum to the By-Laws in Part II.

- Schedule A: The section of Part I of the Plan entitled "Purchase Price and Related Information for the Projected First Year of Condominium Operation".

- Selling Agent: The selling agent disclosed in the Identity of Parties section of Part I of the Plan, or at any given time in question.

- Sponsor: The person, partnership, joint venture, corporation, company, trust, association or other entity which is offering the Units in this Condominium to the public at the given time in question. Sponsor is sometimes referred to herein as "Declarant". The Sponsor is NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC, collectively.

- Sponsor Designee (or "Designee of Sponsor"): Sponsor or any affiliate of Sponsor. An affiliate shall be deemed to be any person or entity designated by Sponsor to acquire title to one or more Units. Designees of Sponsor shall have the right to designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and any such person or entity shall also be deemed a designee of Sponsor.

- Sponsor Designated Lender/Broker: Sponsor's preferred lender/broker for purchaser financing is First Republic Bank, Scott van der Marck, 1230 Avenue of the Americas, New York, NY 10020, (212) 459-9000, svandermarck@firstrepublic.com.

- Unit: a part of the Property intended for any type of use or uses, and with an exit to a public street or highway or to Common Elements leading to a public street or highway, and may

include such appurtenances as garage and other parking space, storage room, balcony, terrace and patio. Each Unit is designated by number, letter or combination thereof or other official designations conforming to the tax lot number designating the Unit in the Declaration and on the Floor Plans.

- Unit Deed: A bargain and sale deed with covenant against grantor's acts, from Sponsor to a Purchaser, conveying title to the Unit and its appurtenant Common Interest.

- Unit Owner: An owner of any Unit. Two or more of such owners are collectively referred to as "Unit Owners."

- Unsold Units: Any Units owned by Sponsor or its designee, other than any Unit purchased by and for the use of Sponsor or its designee, until such time as the same have been sold.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property has a land area of approximately 7,406 square feet. The site will contain one renovated building (the "Building") when construction is completed. The name of the Building is the T.F. Chen Art Building. The street address of the Property is 335 West 35th Street in the Borough of Manhattan. The Building is located on West 35th Street between 8th Avenue and 9th Avenue. The entrance to the Residential Units is via the Building lobby entrance located on West 35th Street.

The Condominium shall consist of Sixty-Six (66) Residential Units, One (1) Commercial Unit, and Thirty-One (31) Licensed Storage Spaces. The Building is an existing 12 story building that is being converted from non-residential use into Residential Use Group 2 and occupancy group R-2. The Building will be renovated conforming to all applicable regulations of the Building Code of the City of New York. Two (2) passenger elevators shall serve the entire building from cellar to roof. A third elevator will service the Commercial Unit. A schedule of approved New York City Department of Building (DOB) plans for the work, including DOB applications, is specified in the Description of Property and Specifications and Building Condition set forth in Part II of this Offering Plan (the "Architect Report").

The Thirty-One (31) Licensed Storage Spaces are Common Elements located in the cellar, owned by the Board of Managers, and licensed. Sponsor will be the initial Licensee of each Licensed Space and remain so until the licenses are sold or abandoned. The Licensed Spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building.

A new Certificate of Occupancy will be issued reflecting the planned construction. The property is currently vacant and will remain unoccupied throughout construction, which is expected to be substantially completed on or about October 1, 2019.

Each Unit will have a refrigerator/freezer, dishwasher, range with oven and hood, and washer and dryer. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth in the Architect Report. The Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Architect Report. "Equal or Better Quality" shall mean materials, appliances, equipment and/or fixtures that have substantially the same life expectancy, warranty, basic performance, and maintenance expectations.

Refuse will be collected at the compactor room located at the cellar floor.

Electricity is provided by Consolidated Edison Company ("Con Ed"). The electricity to each Unit will be separately metered by Con Ed and will be paid for by the owner of such Unit. The electricity consumed in the Common Elements will be borne by the Unit Owners as a Common Charge and be allocated to each Residential Unit in proportion to their Common Interest

Percentage.

Gas is provided by Con Ed. The gas consumed in the Residential Units for cooking and generation of centralized domestic hot water will be separately metered.

All Residential Units will be pre-wired for telephone, television, and internet service. Each Unit Owner will be responsible to contact a service provider to establish service to the pre-wired Unit. Every Unit Owner will be required to pay their associated service charges and any initial charges for activating services the Unit.

All fixtures and equipment described in this Plan are included in the offering prices listed in Schedule A.

New York City's Façade Inspection Safety Program ("FISP"), formerly known as Local Law 11/98 applies to this Building. FISP requires that owners of buildings, with six or more stories above grade, have their exterior walls and appurtenances inspected periodically. Unless Sponsor still controls the Board during the next FISP cycle, the obligation to comply with FISP shall be solely on the Unit Owner-controlled Board. Sponsor shall have no responsibility or obligation to organizing such inspections after the termination of the Sponsor Control Period. In the same fashion, the Condominium Board will be responsible for maintaining the sidewalk(s) in accordance with the requirements of the Department of Transportation.

Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Unit Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor reserves the right to complete all Common Elements within twelve (12) months of the First Unit Closing. However, the Building will be fully staffed as of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Condominium Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget to reduce the Common Charges for the period in which such Common Elements are not available. The gym, multifunctional room, and bicycle storage are Common Elements. The gym will include at least 1 treadmill and free weights, and will have a maximum capacity of ten people. The bicycle storage area will contain at least 36 racks.

Limited Common Elements consist of the portions of the Property (other than the Units and the Common Elements) existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner. The Limited Common Elements in this Building are as follows:

- There are balconies for Units 3E, 4E, 5E, 6E, 7E, 8E, 9D, 10D. These balconies are allocated to their appurtenant Unit as a Limited Common Element.
- There are terraces for Units 7B, 7C, 7D, 7E, 8A, 8F, 8G, 8H, 9B, 9C, 9D, 10A, 10E,

10F, 11A, 11B, 11C, 11D, 11F, 12A, and 12D. These terraces are allocated to their appurtenant Unit as a Limited Common Element. The roof terrace is a Common Element for all Units.

No structures of any kind may be erected on these Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Unit Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The Board of Managers shall have the right of access in and through these areas for the purpose of doing building maintenance inspections. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers.

Units 4D, 5D, 6D, 6E, 7D, 7E, 8D, 8E, 9D, 9E, 10D, 10E 11D, and 11E will have lot line windows located at the east façade of the Building. Characterization of a window as a lot line window generally means that depending on the proximity and height of improvements on the adjacent property, the lot line window is required by law to be protected against fire occurring in the improvements on adjacent lots in a manner satisfactory to the Department of Buildings. Such fire protection can include sealing the window completely, sprinklering it, using glass block instead of ordinary window glass, or using windows made of steel with wire mesh. Consequently, prospective Purchasers should be aware that in the event that the adjacent property is renovated, reconstructed or enlarged at any time in the future, the lot line windows on this façade of the Building may be required to be in-filled with fire-rated construction. If certain of these windows remain open, they may be required to have sprinkler heads installed and their surrounding walls in-filled with fire-rated construction. The cost of any necessary construction to in-fill the lot line windows shall be allocated to all Unit Owners affected by such an event as a Common Expense.

The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, artwork in General Common Elements, including the lobby, hallways, corridors, and other areas in Residential Common Elements. Such artwork shall be the sole property of the Sponsor. All expenses related to the artwork shall be borne by the Sponsor. The artwork and its contents shall be at Sponsor's sole discretion. The artwork may not be relocated or altered without the prior written consent of Sponsor, which shall be at Sponsor's sole discretion.

The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain,

repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not obstruct permitted signage placed by a Non-Residential Unit Owner, and does not unreasonably obstruct any Residential Unit (other than an Unsold Unit). The Sponsor shall have an easement, to the extent permitted by law, to erect, paint, maintain, repair and replace, from time to time, one or more signs on the east facing façade of the Building for the purpose of licensing advertising space or any other signage at Sponsor's discretion, provided such signage does not unreasonably obstruct any Residential Unit (other than an Unsold Unit).

The Building is not a designated landmark nor is it in a landmark district.

Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including without limitation, changing materials, appliances, equipment, fixtures and other construction details) and to substitute in place of any materials, appliances, equipment, and fixtures set forth therein, materials, appliances, equipment and of a substantially equal or better quality, provided that any necessary approval of any governmental authority having jurisdiction is first obtained.

LOCATION AND AREA INFORMATION

Location

The Building is located on 35th Street between 8th and 9th Avenue on the block bounded by 34th and 36th Street. The Building is located in the Hudson Yards neighborhood of the Borough of Manhattan. Hudson Yard is the center of the metropolitan region with unsurpassed connections to commuter rail service, the subway system, the West Side Highway, the Lincoln Tunnel and ferries along the Hudson River. Hudson Yards roughly runs from 30th Street to 41st Street between Eleventh and Eighth Avenues. The neighborhoods surrounding Hudson Yards are Chelsea, West Chelsea, and Hell's Kitchen. The property is within Manhattan Community District 1.

The Sponsor has no other development projects in the immediate vicinity of this project.

Educational Institutions

The Building is located in Manhattan school district 2.

Grade Schools:

- P.S. 051 Elias Howe — 525 West 44th Street
- P.S. 212 Midtown West — 328 West 48th Street
- P.S. 011 — 320 West 21st Street

Intermediate/Junior High Schools:

- M.S. 297 — 281 9th Avenue
- City Knoll Middle School — 425 West 33rd Street
- Guardian Angel School — 193 10th Avenue

High Schools:

- Repertory Company High School for Theatre Arts — 123 West 43rd Street
- The High School of Fashion Industries — 225 West 24th Street
- Beacon High School — 522 West 44th Street

Sponsor, however, makes no guarantee or representation as to which school a child residing at the Building may be able to actually attend.

Zoning and Use

The Building is located in Zoning District C6. Most C6 districts are in Manhattan, Downtown Brooklyn and Downtown Jamaica; a C6-3D district is mapped in the Civic Center area of the Bronx. Corporate headquarters, large hotels, department stores and entertainment facilities in high-rise mixed buildings are permitted in C6 districts. C6 districts are widely mapped within special districts. C6-4M districts are mapped in Chinatown and Chelsea and in the Special Garment Center District, and have rules for the conversion of non-residential space to residential use. C6 districts are well served by mass transit, and off-street parking is generally not required, except within the C6-3D district.

Municipal Services

Transportation:

The nearest subway lines to the property are the **A, C, E, 1, 2**, and **3** at 34th Street Penn Station.

There are many different bus routes in the vicinity of the Building as follows:

M11: 9th Avenue and 35th Street

M20: 8th Avenue and 34th Street

M34A+: 8th Avenue and 34th Street

Police, Fire, Water, Sanitation, Snow Removal and Road Maintenance:

These services are provided by the City of New York and all charges (except water) are incorporated into City taxes. The property is located within the 14th Police Precinct located at 357 West 35th Street, New York, New York 10013. The property is located within Engine 26 Firehouse located at 220 West 37th Street, New York, New York 10018.

Public Library:

The New York Public Library branch serving the area is the Stephen A. Schwarzman Building located at Fifth Avenue at 42nd Street, New York, New York 10018

Mailing Address and Postal Services:

The mailing address of the Property will be "335 West 35th Street, New York, New York 10013." The post office servicing the Property is the James A. Farley Station located at 421 8th Avenue, New York, New York 10013.

Medical Facilities

- St. Luke's Roosevelt Hospital Center — 1000 10th Avenue
- West Midtown Medical Group Inc. — 311 West 35th Street

- Clear Clinic – Midtown West 225 West 37th Street

Religious Institutions

There are houses of worship of most major denominations in the vicinity of the Property.

After the date of submission of this Offering Plan to the Department of Law, Sponsor makes no guarantee or representation as to the continued operation of any of the services or amenities disclosed in this section of the Plan.

SCHEDULE A

THE SOCIETY HOUSE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

OCTOBER 1, 2019 - SEPTEMBER 30, 2020

Unit	Unit Square Footage (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Residential Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
3A	780		1	1	$1,315,000	1.2635%	1.4683%	$702.26	$8,427.18	$1,437.58	$17,251.01	$2,139.84	$25,678.19
3B	1,241		1	2	$1,860,000	1.7871%	2.0768%	$993.30	$11,919.61	$2,033.36	$24,400.26	$3,026.66	$36,319.87
3C	710		1	1	$1,080,000	1.0377%	1.2059%	$576.76	$6,921.16	$1,180.67	$14,168.08	$1,757.43	$21,089.24
3D	765	18	1	1	$1,150,000	1.1049%	1.2840%	$614.12	$7,369.40	$1,257.14	$15,085.68	$1,871.26	$22,455.08
3E	963		1	1	$1,375,000	1.3211%	1.5353%	$734.31	$8,811.72	$1,503.18	$18,038.19	$2,237.49	$26,849.91
3F	490		0	1	$775,000	0.7446%	0.8653%	$413.86	$4,966.31	$847.20	$10,166.38	$1,261.06	$15,132.70
3G	521		0	1	$785,000	0.7542%	0.8765%	$419.22	$5,030.59	$858.16	$10,297.97	$1,277.38	$15,328.57
4A	780		1	1	$1,325,000	1.2731%	1.4795%	$707.62	$8,491.46	$1,448.55	$17,382.60	$2,156.17	$25,874.06
4B	1,241		1	2	$1,870,000	1.7967%	2.0880%	$998.66	$11,983.89	$2,044.32	$24,531.85	$3,042.98	$36,515.74
4C	710		1	1	$1,090,000	1.0473%	1.2171%	$582.12	$6,985.44	$1,191.64	$14,299.67	$1,773.76	$21,285.11
4D	765	18	1	1	$1,160,000	1.1145%	1.2952%	$619.47	$7,433.68	$1,268.11	$15,217.27	$1,887.58	$22,650.95
4E	910		1	1	$1,425,000	1.3692%	1.5912%	$761.05	$9,132.55	$1,557.91	$18,694.96	$2,318.96	$27,827.51
4F	681		1	1	$1,225,000	1.1770%	1.3678%	$654.20	$7,850.37	$1,339.19	$16,070.24	$1,993.39	$23,920.61
4G	521		0	1	$795,000	0.7638%	0.8876%	$424.53	$5,094.30	$869.03	$10,428.39	$1,293.56	$15,522.69
5A	780		1	1	$1,335,000	1.2827%	1.4906%	$712.93	$8,555.17	$1,459.42	$17,513.01	$2,172.35	$26,068.18
5B	1,241		1	2	$1,880,000	1.8063%	2.0991%	$1,003.97	$12,047.60	$2,055.19	$24,662.26	$3,059.16	$36,709.86
5C	710		1	1	$1,100,000	1.0569%	1.2282%	$587.43	$7,049.14	$1,202.51	$14,430.08	$1,789.94	$21,479.23
5D	765	18	1	1	$1,170,000	1.1242%	1.3064%	$624.83	$7,497.97	$1,279.07	$15,348.85	$1,903.90	$22,846.82
5E	910		1	1	$1,435,000	1.3788%	1.6023%	$766.35	$9,196.26	$1,568.78	$18,825.37	$2,335.13	$28,021.63
5F	681		1	1	$1,235,000	1.1866%	1.3790%	$659.55	$7,914.65	$1,350.15	$16,201.83	$2,009.70	$24,116.48
5G	521		0	1	$805,000	0.7735%	0.8989%	$429.93	$5,159.16	$880.10	$10,561.15	$1,310.03	$15,720.31
6A	780		1	1	$1,345,000	1.2923%	1.5018%	$718.29	$8,619.45	$1,470.38	$17,644.60	$2,188.67	$26,264.05
6B	1,241		1	2	$1,890,000	1.8159%	2.1103%	$1,009.32	$12,111.88	$2,066.15	$24,793.85	$3,075.47	$36,905.73
6C	710		1	1	$1,110,000	1.0665%	1.2394%	$592.79	$7,113.43	$1,213.47	$14,561.67	$1,806.26	$21,675.10
6D	765	18	1	1	$1,180,000	1.1338%	1.3176%	$630.19	$7,562.25	$1,290.04	$15,480.44	$1,920.23	$23,042.69
6E	910		1	1	$1,445,000	1.3884%	1.6135%	$771.71	$9,260.54	$1,579.75	$18,956.96	$2,351.46	$28,217.50
6F	681		1	1	$1,245,000	1.1962%	1.3901%	$664.86	$7,978.35	$1,361.02	$16,332.24	$2,025.88	$24,310.60
6G	521		0	1	$815,000	0.7831%	0.9100%	$435.24	$5,222.86	$890.96	$10,691.56	$1,326.20	$15,914.43
7A	780		1	1	$1,365,000	1.3115%	1.5241%	$728.95	$8,747.44	$1,492.22	$17,906.61	$2,221.17	$26,654.04

SCHEDULE A

THE SOCIETY HOUSE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

OCTOBER 1, 2019 - SEPTEMBER 30, 2020

Unit	Unit Square Footage (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Residential Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
7B	1,128	95	1	2	$1,925,000	1.8496%	2.1494%	$1,028.02	$12,336.29	$2,104.44	$25,253.24	$3,132.46	$37,589.53
7C	659	76	1	1	$1,130,000	1.0857%	1.2617%	$603.45	$7,241.41	$1,235.31	$14,823.68	$1,838.76	$22,065.09
7D	698	75	1	1	$1,130,000	1.0857%	1.2617%	$603.45	$7,241.41	$1,235.31	$14,823.68	$1,838.76	$22,065.09
7E	910		1	1	$1,475,000	1.4172%	1.6469%	$787.69	$9,452.24	$1,612.45	$19,349.38	$2,400.14	$28,801.61
7F	681		1	1	$1,265,000	1.2154%	1.4124%	$675.53	$8,106.34	$1,382.85	$16,594.25	$2,058.38	$24,700.59
7G	521		0	1	$825,000	0.7927%	0.9212%	$440.60	$5,287.14	$901.93	$10,823.15	$1,342.53	$16,110.30
8A	639	163	1	1	$1,435,000	1.3788%	1.6023%	$766.35	$9,196.26	$1,568.78	$18,825.37	$2,335.13	$28,021.63
8B	1,128		1	2	$1,900,000	1.8255%	2.1214%	$1,014.63	$12,175.59	$2,077.02	$24,924.26	$3,091.65	$37,099.85
8C	659		1	1	$1,120,000	1.0761%	1.2505%	$598.09	$7,177.13	$1,224.34	$14,692.09	$1,822.43	$21,869.22
8D	698	18	1	1	$1,150,000	1.1049%	1.2840%	$614.12	$7,369.40	$1,257.14	$15,085.68	$1,871.26	$22,455.08
8E	733	85	1	1	$1,525,000	1.4652%	1.7027%	$814.37	$9,772.49	$1,667.08	$20,004.97	$2,481.45	$29,777.47
8F	630	143	1	1	$1,425,000	1.3692%	1.5912%	$761.05	$9,132.55	$1,557.91	$18,694.96	$2,318.96	$27,827.51
8G	433	65	0	1	$875,000	0.8407%	0.9770%	$467.28	$5,607.40	$956.56	$11,478.74	$1,423.84	$17,086.15
9A	639		1	1	$1,395,000	1.3403%	1.5576%	$744.98	$8,939.71	$1,525.02	$18,300.20	$2,270.00	$27,239.90
9B	545	75	0	1	$885,000	0.8503%	0.9881%	$472.59	$5,671.11	$967.43	$11,609.16	$1,440.02	$17,280.27
9C	711	85	0	1	$1,075,000	1.0329%	1.2003%	$574.08	$6,889.01	$1,175.19	$14,102.29	$1,749.27	$20,991.30
9D	954	133	2	2	$1,885,000	1.8111%	2.1047%	$1,006.64	$12,079.74	$2,060.67	$24,728.06	$3,067.31	$36,807.79
9E	734		1	1	$1,485,000	1.4268%	1.6581%	$793.04	$9,516.52	$1,623.41	$19,480.97	$2,416.45	$28,997.48
9F	629		1	1	$1,295,000	1.2443%	1.4460%	$691.60	$8,299.19	$1,415.75	$16,989.01	$2,107.35	$25,288.20
9G	433		0	1	$835,000	0.8023%	0.9324%	$445.95	$5,351.43	$912.89	$10,954.74	$1,358.84	$16,306.17
10A	798	152	1	1	$1,595,000	1.5325%	1.7809%	$851.78	$10,221.32	$1,743.65	$20,923.74	$2,595.43	$31,145.06
10B	545		0	1	$885,000	0.8503%	0.9881%	$472.59	$5,671.11	$967.43	$11,609.16	$1,440.02	$17,280.27
10C	711		0	1	$1,070,000	1.0281%	1.1948%	$571.45	$6,857.45	$1,169.81	$14,037.67	$1,741.26	$20,895.12
10D	954	18	2	2	$1,875,000	1.8015%	2.0935%	$1,001.29	$12,015.46	$2,049.71	$24,596.47	$3,051.00	$36,611.92
10E	663	152	1	1	$1,535,000	1.4749%	1.7140%	$819.78	$9,837.35	$1,678.14	$20,137.73	$2,497.92	$29,975.08
10F	672		1	1	$1,325,000	1.2731%	1.4795%	$707.62	$8,491.46	$1,448.55	$17,382.60	$2,156.17	$25,874.06
11A	679	96	1	1	$1,495,000	1.4364%	1.6693%	$798.40	$9,580.80	$1,634.38	$19,612.56	$2,432.78	$29,193.35
11B	699	110	1	1	$1,175,000	1.1290%	1.3120%	$627.51	$7,530.11	$1,284.55	$15,414.65	$1,912.06	$22,944.76
11C	443	55	0	1	$775,000	0.7446%	0.8653%	$413.86	$4,966.31	$847.20	$10,166.38	$1,261.06	$15,132.70

SCHEDULE A

THE SOCIETY HOUSE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

OCTOBER 1, 2019 - SEPTEMBER 30, 2020

Unit	Unit Square Footage (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Residential Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
11D	783	118	1	1	$1,250,000	1.2010%	1.3957%	$667.54	$8,010.50	$1,366.50	$16,398.04	$2,034.04	$24,408.53
11E	617		1	1	$1,350,000	1.2971%	1.5074%	$720.97	$8,651.59	$1,475.87	$17,710.40	$2,196.84	$26,361.98
11F	596	189	1	1	$1,450,000	1.3932%	1.6190%	$774.34	$9,292.11	$1,585.13	$19,021.58	$2,359.47	$28,313.69
12A	710	71	1	1	$1,445,000	1.3884%	1.6135%	$771.71	$9,260.54	$1,579.75	$18,956.96	$2,351.46	$28,217.50
12B	934		2	2	$1,890,000	1.8159%	2.1103%	$1,009.32	$12,111.88	$2,066.15	$24,793.85	$3,075.47	$36,905.73
12C	986		2	2	$1,780,000	1.7103%	1.9876%	$950.64	$11,407.65	$1,946.02	$23,352.25	$2,896.66	$34,759.91
12D	1,048	71	2	2	$2,195,000	2.1090%	2.4509%	$1,172.23	$14,066.72	$2,399.63	$28,795.55	$3,571.86	$42,862.27
PH	1,597	525	3	2.5	$3,850,000	3.6991%	4.2988%	$2,056.05	$24,672.58	$4,208.87	$50,506.47	$6,264.92	$75,179.05
Storage 1A	29				$50,000			$36.25	$435.00			$36.25	$435.00
Storage 1B	29				$30,000			$29.00	$348.00			$29.00	$348.00
Storage 2A	21				$50,000			$26.25	$315.00			$26.25	$315.00
Storage 2B	21				$30,000			$21.00	$252.00			$21.00	$252.00
Storage 3A	21				$50,000			$26.25	$315.00			$26.25	$315.00
Storage 3B	21				$30,000			$21.00	$252.00			$21.00	$252.00
Storage 4	21				$40,000			$26.25	$315.00			$26.25	$315.00
Storage 5	33				$60,000			$41.25	$495.00			$41.25	$495.00
Storage 6A	21				$50,000			$26.25	$315.00			$26.25	$315.00
Storage 6B	21				$30,000			$21.00	$252.00			$21.00	$252.00
Storage 7A	21				$50,000			$26.25	$315.00			$26.25	$315.00
Storage 7B	21				$30,000			$21.00	$252.00			$21.00	$252.00
Storage 8A	23				$50,000			$28.75	$345.00			$28.75	$345.00
Storage 8B	23				$30,000			$23.00	$276.00			$23.00	$276.00
Storage 9A	25				$50,000			$31.25	$375.00			$31.25	$375.00
Storage 9B	25				$30,000			$25.00	$300.00			$25.00	$300.00
Storage 10A	23				$50,000			$28.75	$345.00			$28.75	$345.00
Storage 10B	23				$30,000			$23.00	$276.00			$23.00	$276.00
Storage 11A	23				$50,000			$28.75	$345.00			$28.75	$345.00
Storage 11B	23				$30,000			$23.00	$276.00			$23.00	$276.00
Storage 12A	23				$50,000			$28.75	$345.00			$28.75	$345.00

SCHEDULE A

THE SOCIETY HOUSE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

OCTOBER 1, 2019 - SEPTEMBER 30, 2020

Unit	Unit Square Footage (1)	Limited Common Element Square Footage (1)	BR Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Residential Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
Storage 12B	23			$30,000			$23.00	$276.00			$23.00	$276.00
Storage 13	27			$55,000			$33.75	$405.00			$33.75	$405.00
Storage 14	22			$40,000			$27.50	$330.00			$27.50	$330.00
Storage 15A	22			$50,000			$27.50	$330.00			$27.50	$330.00
Storage 15B	22			$30,000			$22.00	$264.00			$22.00	$264.00
Storage 16A	24			$50,000			$30.00	$360.00			$30.00	$360.00
Storage 16B	24			$30,000			$24.00	$288.00			$24.00	$288.00
Storage 17A	24			$50,000			$30.00	$360.00			$30.00	$360.00
Storage 17B	24			$30,000			$24.00	$288.00			$24.00	$288.00
Storage 31	37			$60,000			$46.25	$555.00			$46.25	$555.00
Residential Subtotal	**51,411**	**2,642**		**$90,855,000**	**86.0505%**	**100.0000%**	**$48,678.41**	**$584,141.05**	**$97,908.07**	**$1,174,897.00**	**$146,586.48**	**$1,759,038.05**
Commercial Unit	12,148		4	N/A	13.9495%	N/A	$2,064.83	$24,777.95	$16,818.17	$201,818.00	$18,883.00	$226,595.95
Commercial Subtotal	**12,148**	**0**		**N/A**	**13.9495%**		**$2,064.83**	**$24,777.95**	**$16,818.17**	**$201,818.00**	**$18,883.00**	**$226,595.95**
TOTAL	**63,559**	**2,642**		**$90,855,000**	**100.0000%**		**$50,743.24**	**$608,919.00**	**$114,726.24**	**$1,376,715.00**	**$165,469.48**	**$1,985,634.00**

Limited Common Elements include balconies, terraces, and the rear yard. Limited Common Elements and cellar space are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. No structures of any kind may be erected on these Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures.

NOTES TO SCHEDULE A

1. Floor Plans depicting layouts of Units in this Schedule A appear in Part II of the Plan. Purchasers should note that the sellable square footage of each Unit, as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan are approximate. The square footage calculations of the Units in Exhibit B to the Declaration set forth in Part II of this Plan are also approximate. Each Residential Unit is measured horizontally from the exterior side of exterior walls (perimeter columns and mechanical pipes, ducts and shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit. Each residential unit will consist of the area measured horizontally from the exterior face of exterior walls to the exterior face of partitions separating one unit from common spaces or separating a Unit from public corridors, and other mechanical equipment spaces or any Common Elements or Limited Common Elements and include the elevator and one half of the total egress stairs on that Unit's floor. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit. Each unit will consist of the area measured vertically from the top of the floor to the underside of the ceiling.

Since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of each Unit is significantly less than the area listed in Schedule A. Because dimensions listed are based on this method of measurement, they do not accurately represent the interior space in the Units and substantially exceed the actual floor area. Floor area may include columns, mechanical pipes shafts, shaftways chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Each Unit also includes the interior doors and walls and all plumbing, gas and electrical fixtures, lines, conduits and equipment such as refrigerators, dishwashers, panel boxes, ranges and other appliances, as may be affixed, attached or appurtenant to said Unit, not including the Building heating equipment and system, plumbing, gas and electrical fixtures and equipment as used in the preceding sentence include exposed and unexposed (to the extent solely serving or benefiting the Unit) gas and water pipes attached to the fixtures, appliances and equipment fixtures, appliances and equipment, and appliances and any special equipment, fixtures or facilities affixed, attached, or appurtenant to the Unit. Since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of the Units is substantially less than the area listed in Schedule A. Measurements are approximate and are within reasonable tolerances.

Limited Common Elements consist of the portions of the Property (other than the Units and the Common Elements) existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. The Limited Common Elements are uninhabitable space appurtenant and may not be legally used as a bedroom or living room and using the space for such

purposes may result in building code violations. The Limited Common Elements in this Building are as follows:

- There are balconies for Units 3E, 4E, 5E, 6E, 7E, 8E, 9D, 10D. These balconies are allocated to their appurtenant Unit as a Limited Common Element.
- There are terraces for Units 7B, 7C, 7D, 7E, 8A, 8F, 8G, 8H, 9B, 9C, 9D, 10A, 10E, 10F, 11A, 11B, 11C, 11D, 11F, 12A, and 12D. These terraces are allocated to their appurtenant Unit as a Limited Common Element. The roof terrace is a Common Element for all Units.

No structures of any kind may be erected on the Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The Board of Managers shall have the right of access in and through these areas for the purpose of doing building maintenance inspections. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to his or her Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers.

2. The Purchase Prices of Units may be negotiated by Sponsor and therefore, may be changed. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease Purchase Prices or modify other monetary terms of sale, including granting a mortgage loan contingency in a Purchase Agreement in an amount agreed to by Sponsor, without filing an amendment to the Plan at any time during the offering period, if such a decrease in the Purchase Price, modification of other monetary terms of sale, or mortgage loan contingency does not constitute a general offering or an advertised price, but is rather the result of an individually negotiated transaction. See “Changes in Prices and Units” and “Unit Closing Costs and Adjustments” in Part I of the Plan, for a more detailed description of purchase prices and closing costs.

3. The respective Common Interest of each Unit in the Common Elements, in accordance with the provisions of Section 339-i(1)(iv) of the Condominium Act, is based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, as well as, the uniqueness of the Unit. The Common Interest is the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appertaining to each Unit.

4. The projected monthly Common Charges provide for the maintenance of the Property outlined in Schedule B. The actual first year of operation may be earlier or later than the projected annual period. In addition to these estimated charges, each Unit Owner will be responsible for paying the following charges pertaining to their Unit:

(i) mortgage debt payments under any loan or loans obtained to finance the acquisition of a Unit;

(ii) the cost of electricity, gas, cable, or internet service supplied to the Unit, which will be separately metered or measured by, and will be payable directly to, the utility company or provider of such services as and when billed; See "Budget for Individual Energy Costs Schedule B-1" in Part I of the Plan for a more detailed description of the projected cost of electricity and gas supplied to the Unit.

(iii) the cost of interior repairs to, and the maintenance, painting and decoration of, the Unit (including, without limitation, the equipment and appliances contained therein); and

(iv) the cost of insurance that the Unit Owner covering (a) furniture, belongings, equipment and other personal property and (b) The Unit Owner's liability to others for personal injury or property damage as a result of occurrences in the Unit. Common Expenses are allocated only among the Unit Owners in accordance with their Common Interest.

5. Upon substantial completion of construction, the Property will be classified by the New York City Department of Finance ("DOF") as a Tax Class 2 property. The policy of DOF is to apportion each Unit's real estate taxes based on its Common Interest, in relation to the assessed value of the entire property. However, Sponsor makes no representation that DOF will actually apportion the real estate taxes for each Unit based on Common Interest.

Sponsor retained Metropolitan Realty Exemptions, Inc., ("MRE") to provide an opinion on the projected real estate taxes payable by Residential Unit owners (the "Property Tax Projection Letter"). Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter supplied by MRE. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter to provide prospective purchasers the information related to the property taxes for the Building set forth herein, and shall have no liability to any party with regards to any miscalculation or misrepresentation made in the Property Tax Projection Letter. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by MRE thoroughly and to consult with their own tax counsel or expert regarding same. MRE has projected that the post construction Residential Assessed Value for Tax Year 2019/2020 will be $8,969,660 with a Tax Liability of $1,174,897 based on the tax rate of 12.719%. For Tax Year 2018/2019, the AV is $4,119,210 and at the commercial rate of 10.514%, tax liabilities will be $523,922. Following completion of construction, the total assessed value of the property, including the commercial and residential portion, is estimated to be $11,156,860.

After the Condominium is divided into individual tax lots by the Department of Finance, each Unit will be taxed as a separate tax lot for real estate tax purposes, and individual Unit Owners will not be responsible for, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units.

No warranty, guarantee or assurance is given that:

(i) any projected or estimated amount set forth above including, without limitation, the estimates of the Property's assessed valuation during the first year of Condominium operation; the estimates of the portions of such assessed valuations that will be allocable to the Units; the tax rate that will be in effect during the first year; will approximate the actual amount; or

(ii) DOF will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by MRE for such purpose, or that DOF will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above.

See "Real Estate Taxes" in Part I of this Plan and the opinion of Metropolitan Realty Exemptions, Inc., dated July 24, 2018, both of which are set forth in Part I of the Plan.

6. The total monthly carrying charges do not reflect the after tax cost of the carrying charges. A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Please consult Counsel's Income Tax Opinion in Part I of this Plan for all conditions of deductibility. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL CARRYING CHARGES OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT

YEAR OF OPERATION OF THE CONDOMINIUM WILL BE AS STATED, OR THAT SUCH CARRYING CHARGES OR EXPENSES WILL NOT VARY FROM THE AMOUNTS SHOWN IN SCHEDULE A.

SCHEDULE B

THE SOCIETY HOUSE CONDOMINIUM
SCHEDULE OF ESTIMATED INCOME AND EXPENSES
FOR FIRST FULL YEAR OF OPERATION
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

INCOME

COMMON CHARGES - RESIDENTIAL UNITS	(1)	573,941.05
COMMON CHARGES - COMMERCIAL UNIT	(1)	24,777.95
LICENSE FEE - STORAGE SPACES	(1)	10,200.00

EXPENSES

		Total	Residential	Commercial
LABOR	(2)	$ 232,376.00	$ 223,221.80	$ 9,154.20
HEATING	(3)	$ -	$ -	$ -
ELECTRICITY	(4)	$ 76,621.00	$ 76,621.00	$ -
GAS	(5)	$ 38,246.00	$ 38,246.00	$ -
WATER CHARGES & SEWER RENTS	(6)	$ 42,479.00	$ 42,479.00	$ -
REPAIRS, MAINTENANCE & SUPPLIES	(7)	$ 38,000.00	$ 36,744.55	$ 1,255.46
SERVICE CONTRACTS	(8)	$ 45,500.00	$ 42,221.87	$ 3,278.13
INSURANCE	(9)	$ 46,697.00	$ 40,183.00	$ 6,514.00
MANAGEMENT FEE	(10)	$ 48,000.00	$ 47,040.00	$ 960.00
LEGAL AND AUDIT FEES	(11)	$ 11,500.00	$ 9,895.81	$ 1,604.19
RESERVE FUND	(12)	$ 6,000.00	$ 5,163.03	$ 836.97
OTHER/ADMINISTRATIVE FEES	(13)	$ 23,500.00	$ 22,325.00	$ 1,175.00
TOTAL OPERATING EXPENSES		$ 608,919.00	$ 584,141.05	$ 24,777.95

Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from October 1, 2019 to September 30, 2020. The actual First Year of Condominium Operation may begin earlier or later than that year. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by twenty-five percent (25%) or more, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within not less than fifteen (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 Deposits returned, together with interest earned thereon.

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

FOOTNOTES TO SCHEDULE B

1. Projected Income $608,919

The estimated Common Charges to be collected from Unit Owners during the First Year of Condominium Operation are based upon the assumption that the first year of Condominium operation will be the twelve months commencing October 1, 2019. The actual first year of operation may be earlier or later.

These amounts represent the total Common Charges to be levied against and collected from the Unit Owners during the projected first year of Condominium operation. The Common Charges will be utilized by the Board of Managers to defray the operational expenses of the Condominium. It is anticipated that minimal income will be payable to the Condominium from the laundry facilities or other contracts or leases and that no significant investment income will be earned by the Condominium during the projected first year of Condominium operation. It is anticipated that License Fees for the Storage Spaces will offset expenses allocated to the Residential Units. Though Purchasers of Residential Units will be obligated to make a contribution to the Working Capital Fund at the time of their Unit Closing, such funds are anticipated to be used as working capital and to be expended to cover operating expenses until sufficient cash flow is generated by Common Charges, and thus are not anticipated to be invested. Accordingly, working capital is not expected to generate any significant investment income. The Common Charges payable by Unit Owners thus are anticipated to be the sole source of income for the operation of the Condominium.

The Commercial Unit will be constructed to operate as independent Units with a minimum of Common Expenses or operations shared with the Residential Units. Common Expenses are allocated to the Residential Units and the Commercial Units on the basis of either Percentage of Common Interest or special allocations based on anticipated consumption. Section 339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and apportion Common Expenses among Residential Units and Commercial Units based on exclusive use or availability if so authorized by the Declaration and By-Laws. Accordingly, the Condominium Declaration and the By-Laws, set forth in Part II of this Plan, authorizes the Board of Managers to allocate the costs of operating the Condominium among the Residential Units and Commercial Units based on anticipated usage as set forth herein. Where the allocation of Common Expenses is not based on Percentage of Common Interest, such circumstances are described in the following notes.

Purchasers are advised that all budget projections are estimates and approximations. The projections were made by the Sponsor in conjunction with AKAM Associates, Inc., Sponsor's budget projection consultant ("Consultant"). Although the projections are believed to be reasonable, they are not assured or guaranteed. The expenses for the projected First Year of Condominium Operation were allocated among the Residential Units and the Commercial Unit, based on the Common Interest apportioned to each, except as otherwise indicated below. The Common Charges projected herein are based upon estimated expenses for the twelve (12) month period commencing October 1, 2019.

2. Labor: $232,376

The budgeted amount includes base wages, worker's compensation and disability insurance, health benefits, payroll taxes and the cost of sick days, holidays and vacation pay for a projected building staff of 1 Superintendent, 1 Doorman, and 1 Porter. The projected level of staffing for the Building complies with all applicable housing and labor laws. It is anticipated that such employees will be non-union members. Accordingly, the labor costs described below are computed in accordance with prevailing wage rates. At the time of the First Closing, there will be a superintendent, porter, and a doorman covering the front door. The labor projections for the First Year's Budget assume a complete staff working a full year.

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, AKAM Associates, Inc., in managing comparable buildings.

This expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated 100% to the Residential Units for the Doorman and Porter; the superintendent expense, 90% of has been allocated to the Residential Unit.

Position	Weekly Base Wage Rate
Superintendent (1)	$1,250.00 (based on $65,000 annual salary)
Doorman (1)	$961.54 (based on $50,000 annual salary)
Porter (1)	$961.54 (based on $50,000 annual salary)

3 total full-time employees for the Condominium.

Wages and Related

Superintendent (1)	$1,250.00 x 52 = $ 65,000 x1 =	$ 65,000
Doorman (1)	$ 961.54 x 52 = $ 50,000 x1 =	$ 50,000
Porter (1)	$ 961.54 x 52 = $ 50,000 x1 =	$ 50,000
	Wages =	$ 165,000

Multiply by 1.1535 to bring to 60 pay weeks to allow for sick days, holidays and vacation pay

	Total Wages =	$ 190,328

Taxes and Benefits

FICA Employer	7.65%	$ 14,560
FUI, FUTA, Disability	$625/year per employee	$ 1,875
Workers Compensation	4.00%	$ 7,613
Single Health Benefit Contribution	$6,000/year per employee	$ 18,000
	Total Taxes and Benefits =	$ 42,048

Grand Total for Payroll = $ 232,376

3. Heating: $0

Heat, air conditioning and hot water for the building are provided by gas and electricity. See Footnote 4 and 5 for a projected costs of utilities.

4. Electricity: $76,621

Delivery of electricity will be provided by Con Edison. Residential Units will be sub-metered and the cost of electrical consumption in each residential unit shall be borne by the respective Unit Owner. Electricity usage in the Common Elements includes lighting, heating, cooling, fans, elevators, trash compactor, and pumps. The Commercial Unit will be separately metered by Con Edison for electric service.

Based upon a letter from A&D Engineering, PLLC, having an office address at 2613 East 65th Street, Brooklyn, New York, 11234 (Sponsor's consulting engineers), dated February 6, 2018, the electric consumption and expenses is estimated as follows:

Common Area Electric

Estimated annual electric consumption:	319,387 KwH
Estimated cost per KwH:	$0.2399
Estimated annual cost:	$76,621

A&D Engineering, PLLC's estimates are based on their professional expertise and industry standards. It is not possible to predict how closely the budgeted figure will reflect the actual cost of electricity during the first year of Condominium operation, because such cost will vary with the level of consumption and the price of electricity. Consumption will be affected by the severity of the weather and by any conservation measures adopted by the Board of Managers or individual Unit Owners.

It is believed that the projected figure should be sufficient to cover the cost of electricity during the first year of Condominium operation, although no budget item is guaranteed. A 10% inflation factor has been added to the current cost per KwH.

This expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated 100% to the Residential Units.

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

5. Gas: $38,246.00

Delivery of gas will be provided by Con Edison. The cost of the gas will be master metered

for all Residential Units. Gas usage includes the gas ranges in each Unit. The Commercial Unit will not use any gas and will not be responsible for the gas charges.

Based upon a letter from A&D Engineering, PLLC, having an office address at 2613 East 65th Street, Brooklyn, New York, 11234 (Sponsor's consulting engineers), dated February 6, 2018, the gas consumption and expenses is estimated as follows:

Gas for Domestic Cooking, Hot Water & Emergency Generator

Estimated annual gas consumption:	16,671 therms
Estimated cost per therm:	$2.2942
Estimated annual cost:	$38,246

A&D Engineering, PLLC's estimates are based on their professional expertise and industry standards. It is not possible to predict how closely the budgeted figure will reflect the actual cost of gas during the First Year of Condominium Operation, because such cost will vary with the level of consumption and the price of gas. Consumption will be affected by the amount of cooking in the units and by any conservation measures adopted by the Condominium Board or Unit Owners.

It is believed that the projected figure should be sufficient to cover the cost of gas for heating, domestic hot water and cooking, during the First Year of Condominium Operation, although no budget item is guaranteed. A 10% inflation factor has been added to the current cost per therm.

This expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated 100% to the Residential Units.

6. Metered Water and Sewer Charges: $42,479.00

Water and sewer service will be provided by the City of New York. Any water consumed in the Commercial Unit will be separately sub-metered, and the charges for such water and the corresponding sewer rents will be paid for by the Commercial Unit Owner or their tenant(s). The charges for water and sewer services provided to the Residential Units and in the Residential Common Elements of the building will be levied on the basis of Master City Meter and borne by the Residential Unit Owners. The Commercial Unit shall have water sub-meter(s) to determine costs associated with their use. The Commercial Unit will be responsible for their water usage charges, and shall be separated from Residential Unit costs.

Based upon a letter from A&D Engineering, PLLC, having an office address at 2613 East 65th Street, Brooklyn, New York, 11234 (Sponsor's consulting engineers), dated February 6, 2018, the water consumption and expenses is estimated as follows:

Water & Sewer

Estimated annual water & sewer use:	430,400 cubic feet/year

Estimated cost per 100 cubic feet:	$9.87
Estimated annual cost:	$42,479

A&D Engineering, PLLC's estimates are based on their professional expertise and industry standards. It is not possible to predict how closely the budgeted figure will reflect the actual cost of water and sewer during the First Year of Condominium Operation, because such cost will vary with the level of consumption and the price of water. Consumption will be affected by the severity of the weather and by any conservation measures adopted by the Condominium Board or Unit Owners.

It is believed that the projected figure should be sufficient to cover the cost of water and sewer during the First Year of Condominium Operation, although no budget item is guaranteed. A 10% inflation factor has been added to the current cost per 100 cubic feet.

This expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated 100% to the Residential Units.

7. Repairs, Maintenance and Supplies: $38,000

Since the Building will be newly converted it has no operating history upon which to project future costs of repairs and maintenance. No major capital repairs are included in the First Year's Budget since all major construction and mechanical systems will be new. Future major capital repairs to the Common Elements will be borne by all Unit Owners.

The estimated repairs and maintenance during the first year of Condominium operations is estimated as follows:

Repairs and Maintenance	Annual Cost
Boiler & Water Heaters	$ 3,000
Compactor	1,000
Door and Locks	2,000
Electrical	2,000
Exterior	3,000
Floors and Tiles	2,000
Painting and Plaster	3,000
Plumbing and Pumps	3,000
Miscellaneous (Shared Repairs)	1,000
TOTAL	$ 20,000

The budgeted figure for these items include the cost of normal maintenance and repairs to the Common Elements of the Building that are the responsibility of the Condominium. Each Unit Owner will be responsible for the cost of the interior maintenance, repairs, decoration and painting of their respective Unit, including the appliances and any appurtenant Limited Common Elements.

This expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. Repairs and Maintenance for electrical, exterior, plumbing and pumps, and miscellaneous have been allocated to all Units based upon each Unit's respective percentage of Common Interest. Repairs and Maintenance for boiler and water heaters, compactor, door and locks, floor and tiles, and painting and plaster, have been allocated to all Residential Units based upon each Unit's respective Percentage of Common Interest.

No amount is included for items covered by construction warranties or to cover the cost of any major capital expenditure in the Buildings. The budgeted amount is based on the Consultant's experience in operating other buildings of comparable size and quality.

Supplies - The Condominium staff will be responsible for the cleaning and maintenance of the Common Elements. The estimated budgeted cost for cleaning supplies, plastic bags and other building supplies are estimated at $1,500 per month, or $18,000 during the First Year of Condominium Operation. The expense for supplies has been allocated to the Residential Units based upon each unit's respective Percentage of Common Interest.

8. Service Contracts: $45,500

The budgeted amount includes the cost of cleaning equipment and miscellaneous supplies for the Common Elements, as well as the anticipated cost of service contracts during the First Year of Condominium Operation. 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 Consultant, AKAM Associates, Inc., in operating similar buildings. While this Schedule B includes a reasonable allowance for possible increases in cost that may occur prior to and during the First Year of Condominium Operations, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

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

Services and Supplies	Annual Cost
Communication & Security	$ 5,000
Elevator Maintenance	9,500
Exterminating	5,000
Fire Protection / Central Station	5,000
Heating & Cooling Systems	5,000
Intercom / Front Desk Software	3,000
Landscaping & Lobby Flowers	3,000

Metal, Marble, and Wood Maint.	3,000
Sprinkler System	5,000
Uniform Cleaning & Maint.	2,000
TOTAL	$ 45,500

Communication & Security System is estimated at $5,000 per year. The expense for the communication and security system is for the entire Condominium and has been allocated to all Condominium Units based upon each unit's respective Percentage of Common Interest.

Elevator Maintenance is estimated at $9,500 per year. The expense for the elevator maintenance has been allocated to the Residential Units based upon each Unit's respective percentage of Common Interest.

Exterminator - The Condominium will contract with an outside vendor for pest control for the Residential Common Elements as well as pest control for the Residential Units. It is estimated that the first year cost of this service will be $5,000. The expense for exterminator services has been allocated to the Residential Units based upon each Unit's respective percentage of Common Interest.

Fire Protection and Central Station Monitoring is estimated at $5,000 per year. The expense for the fire protection and central station monitoring is for the entire Condominium and has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Heating and Cooling Systems is estimated at $5,000 per year. The expense for the heating and cooling system has been allocated to the Residential Units based upon each Unit's respective percentage of Common Interest.

Intercom and Front Desk Software is estimated at $3,000 per year. The expense for the intercom and front desk software has been allocated to the Residential Units based upon each Unit's respective percentage of Common Interest.

Landscaping and Lobby Flowers — watering will be the responsibility of the Condominium staff; however, an outside contractor will do monthly maintenance and seasonal plantings. The estimated cost in the First Year of Condominium Operation is estimated at $3,000. The expense for landscaping and lobby flowers has been allocated to the Residential Units based upon each Unit's respective percentage of Common Interest.

Metal, Marble and Wood Maintenance for Lobby is estimated at $3,000. The expense for metal, marble, and wood maintenance has been allocated to the Residential Units based upon each Unit's respective percentage of Common Interest.

Sprinkler System is estimated at $5,000 per year. The expense for the sprinkler system is for the entire Condominium and has been allocated to all Units based upon each Unit's respective percentage of Common Interest.

Supplies - The Condominium staff will be responsible for the cleaning and maintenance of the

Common Elements. The estimated budgeted cost for cleaning supplies, plastic bags and other building supplies are estimated at $2,000 per month, or $24,000 during the First Year of Condominium Operation. The expense for supplies has been allocated to the Residential Units based upon each unit's respective Percentage of Common Interest.

Uniform Cleaning and Maintenance for the Condominium staff is estimated at $2,000 per year. The expense for uniform cleaning and maintenance has been allocated to the Residential Units based upon each Unit's respective percentage of Common Interest.

During the First Year of Condominium Operation, Sponsor reserves the right to enter into service, maintenance, employment, concessionaire and other agreements that will be binding on the Condominium. However, Sponsor will not enter into any service or maintenance contract that will materially increase Common Expenses for the first year or that will bind the Condominium for more than two (2) years, unless disclosed in this Plan by way of amendment.

9. Insurance: $46,697

The projected annual aggregate premium is $46,697. This quotation is an indication of insurance premiums at current market rates. Because conditions may change in the insurance marketplace, based upon industry losses, catastrophes, economics, etc., it is not possible to predict what premiums will be for the First Year of Condominium operation. Purchasers should be aware of the possibility of rate increases.

Based upon the proposal dated August 1, 2018 from Stern Agency, Inc., having an office address at 40 Exchange Place, Suite 1404, New York, NY 10055, the following insurance coverage will be obtained for the Building for the First Year of Condominium Operation:

Property Coverage	
Building:	$21,452,200
Business Income:	Actual Loss
Ordinance or Law Coverage A:	Up to Building Limit
Ordinance or Law Coverage B & C:	$5,000,000
Business personal Property Coverage:	$250,000
Broad Water Form Including Floor:	$1,000,000
Earth Movement:	$5,000,000
Equipment Breakdown:	$22,070,949
Elevator Collison:	$1,000,000
Deductible:	$5,000
General Liability	
Limits of liability insurance:	
Per Occurrence:	$1,000,000
General Aggregate:	$2,000,000
Personal and Advertising Injury:	$1,000,000
Hired & Non-owned Auto:	$1,000,000
Garage Keepers:	Included
Medical Payments:	$10,000
Fire Damage Legal Liability:	$1,000,000

Employee Benefits Liability:	$1,000,000
Property and General Liability	
Premium including taxes & fees:	$40,500.00
Excess Liability	
Limits of liability insurance:	
Per Occurrence:	$100,000,000
General Aggregate:	$100,000,000
Premium including taxes & fees:	$4,353.96
Directors & Officers	
Liability Limits:	
Per Occurrence:	$1,000,000
General Aggregate:	$1,000,000
Deductible:	$2,500
Premium including taxes & fees:	$1,243.00
Fidelity / Crime	
Liability Limits:	
Employee theft:	$1,000,000
Forgery Alteration:	$50,000
Theft of Money and securities:	$50,000
Computer Fraud:	$1,000,000
Funds Transfer Fraud:	$1,00,00
Money Orders & Counterfeit Paper/Currency	$25,000
Deductible:	$250
Premium including taxes & fees:	$600.00

In the opinion of Stern Agency, Inc., the foregoing coverage is sufficient to replace the Buildings in the event of a total or partial loss so that the insured shall not be a co-insurer during the First Year of Operations.

Sponsor will procure on behalf of the Board, on or before the date of the First Closing, the fire, casualty, and general liability insurance required to be carried by the Condominium. The insurance budget provides that the Condominium will have public liability insurance at closing. The insurance coverage meets the requirements of Sponsor's lender. The fire, casualty and general liability insurance carried by the Condominium will provide that each Unit Owner is an additional insured party; that there will be no cancellation without notice to the Board of Managers; a waiver of subrogation; a waiver of invalidity because of the acts of the insured and Unit Owners; and a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

In addition to the insurance set forth herein, Unit Owners must obtain supplemental or additional insure their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit

Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

This expense is allocated based on Common Interest. Accordingly, the residential Units and the Commercial Units will be responsible for premium increases based upon their percentage of Common Interest.

10. Management Fee: $48,000

At or prior to the First Closing, the Condominium will enter into a management agreement with AKAM Associates, Inc., having an office address at 260 Madison Avenue, New York, NY 10016, a real estate management firm. The agreement will be for an initial term of two (2) years. Thereafter, the agreement will be automatically renewed from year to year, but may be cancelled by either party without cause, upon not less than sixty (60) days' prior written notice.

The Managing Agent will receive an annual fee of $48,000 payable in equal monthly installments of $4,000. The managing agent's fee for the First Year of Condominium Operation is comparable to similar services in comparable buildings.

The total management fees for the First Year of Condominium Operation is estimated to be $48,000.

This expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated 98% to the Residential Units.

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

11. Legal and Audit Fees: $11,500

It is anticipated that the Condominium will enter into an agreement with Wilkin & Guttenplan P.C., Certified Public Accountants, having an office address at 2 Penn Plaza, 5th Floor, New York, NY 10121, to provide auditing, tax return preparation, and financial statement preparation services for the Condominium. It is estimated that the first year cost for these services will be $9,000.

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

The total professional fees for the First Year of Condominium Operation is estimated to be $16,500.

The expense for professional fees are for the entire Condominium and have been allocated to all Condominium Units based upon each Unit's respective Percentage of Common Interest.

12. Other/Administrative Fees: $23,500

The budgeted amount includes anticipated expenses for telephone, internet, postage, printing, miscellaneous office supplies, permits, filing fees, and professional fees. This line item also includes provide funds for unforeseen increases in Residential Common Expenses and General Common Expenses before or after the First Closing or to cover expenses not included in this budget. The projected expenses are believed to be reasonable and reflect the experience of Sponsor's budget expert, AKAM Associates, Inc., in managing comparable buildings.

This expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated 95% to the Residential Units.

13. Reserve: $6,000.00

Contributions to the Reserve Fund for the first five years of condominium operation is projected to be sufficient to pay for major capital repairs or replacement items likely to be needed within the first five years of condominium operation, however, there can be no assurance that the Reserve Fund will be sufficient to pay for all of the aforesaid expenses. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all Unit Owners. Non-Residential Unit Owners shall be obligated to contribute to the Reserve Fund, however, such contributions must go towards Common Elements that serve the entire Building and not Residential Common Elements.

The typical amount budgeted is approximately ten percent (10%) of the expenses budgeted for the entire year in order to conform to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae, however a reserve study was done by Strategic Inspections, LLC, which allows for a reserve requirement of $6,000. This expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated by Common Interest.

NOTE REGARDING UTILITY CHARGES

In view of the varying costs of energy, it is not possible to predict with certainty whether the estimated figures will reflect the actual cost to be incurred during the First Year of Condominium Operation. although it is believed that reasonable provisions for increased costs have been made. The actual cost for electricity and gas will vary depending upon various factors, including the amount of consumption, the severity of the weather, conservation measures, if any, adopted by the Condominium Board or Unit Owners, the rates of the utility company (which fluctuate periodically) and the possibility of changes in the methods of calculating charges by the utility company.

MANAGEMENT OPINION

In the opinion of AKAM Associates, Inc., the projected income is adequate to meet the

estimated expenses for the First Year of Condominium Operation, assuming such first year to be the 12-month period commencing October 1, 2019. The budget, however, is not intended and should not be taken as a guarantee or warranty by anyone that the annual common charges or common expenses for the first or any subsequent year of operation of the property by the Condominium Board will be as set forth in the 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 based on factors such as inflation, changes in the economy and unforeseen factors.

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

Special Note re: Closing adjustments: At closing, the Sponsor will adjust with the Condominium certain ongoing costs that have been prepaid by the Sponsor for the First Year of Condominium Operation, such as insurance for the Condominium. The Condominium will reimburse the Sponsor for net adjustments in favor of the Sponsor from the Condominium Working Capital Fund. If the Working Capital Fund is not sufficient, an assessment may be issued.

SCHEDULE B-1

October 1, 2019 to September 30, 2020

ESTIMATED UTILITY COSTS FOR RESIDENTIAL UNITS

Based upon a letter from A&D Engineering, PLLC, having an office address at 2613 East 65th Street, Brooklyn, New York, 11234 (Sponsor's consulting engineers), dated February 6, 2018, the following is an estimate of annual electric energy costs for lighting and for operating the typical electrical appliances located in each Unit:

Apt	Square Feet	Beds	Baths	Electricity Usage (kWh/unit)	Annual Electricity Cost ($/Unit)
Studio	432–542	0	1	13,604	$3,264
1-Bedroom	596–911	1	1	14,454	$3,468
2-Bedroom	970	2	2	16,700	$4,006

Individual Unit Energy Assumptions

Each residential unit is calculated to have a mini-split electrical heat pump HVAC system, gas range, electric washer and dryer, and all other appliances included in the sale. The hot water is produced by central hot water heaters storage type, gas fired, for entire building.

Utility Company Electric Rates

The estimated electrical costs is based on a current average flat residential utility rate available from the Con Edison rates SC 9-1 as 23.99 cents per KWH.

The projected rates are not guaranteed and it must be expected that these rates will increase with the passage of time and may be affected by many factors which are beyond the control of the Sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of Residential Unit Owners and related weather conditions.

MARANS WEISZ & NEWMAN LLC
29 BROADWAY · SUITE 2400 · NEW YORK, NY 10006 · 212 968-0244

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

March 13, 2019

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

Re: The Society House Condominium
The T.F. Chen Art Building
335 West 35th Street, New York, NY 10013

To Whom It May Concern:

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

This firm has over twenty years' experience in the practice of real estate law and has no beneficial interest in Sponsor or the profitability of the above referenced Condominium project.

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").

In connection with this opinion, we have reviewed Schedule A, 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.

We have been advised that the Common Interests of each Unit have been allocated 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. This method of allocation is in accordance with Section 339-i(1)(iv) of the New York State Real Property Law. The aggregate Common Interests of all Units equal one hundred percent (100%). We have evaluated the allocation of Common Interests between the Units made by the Sponsor based on the foregoing factors and it is our opinion that the allocation of Common Interests is consistent with Section 339- i(1)(iv).

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 Condominium. 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 consent to the submission of this opinion to the New York State Department of Law in connection with the no-action letter application for the subject condominium conversion and to the reference to our name therein in connection with this opinion.

MARANS WEISZ & NEWMAN LLC



By: _____
Richard Marans, Member

COMMERCIAL UNITS

Sponsor (and its successors and assigns) reserves the right to use the Commercial Unit for any lawful purpose permitted under the Zoning Resolution of the City of New York or any variance granted thereof, other applicable law, and the future Certificate of Occupancy for the premises or any amendment thereto, except that the Commercial Unit may not be used for any obscene or noxious purpose. Sponsor intends to use the Commercial Unit as an art gallery and event space.

The Commercial Unit Owner has certain special rights under the Declaration. Except to the extent inconsistent with the By-Laws or prohibited by Law, and unless there shall be a material effect on the Residential Unit Owners, the Commercial Unit Owner shall have the right, without the vote or consent of the Board to subdivide and sublet any or all of the Unit. The Commercial Unit may be divided into any number of smaller Condominium Units, or combined into any number of larger Units, provided that the total allocation of common interest of the newly created Units may not be altered by such sub-division or combination; and further provided that all such subdivisions must be in conformity with applicable zoning rules and the Certificate of Occupancy for the premises. It is not anticipated that such differences in rights and obligations will have a materially adverse impact upon the Condominium.

The Commercial Unit Owner shall not be required to seek the approval of the Board of Managers of the Condominium unless such change in the use or configuration of the Unit would have a material effect on the Residential Unit Owners. Except as set forth in the preceding sentence, neither the Board nor the Residential Unit Owners will have any right to restrict or limit any lawful use of the Commercial Unit. No representation or warranty is made as to who the owner or tenants of the Commercial Unit may be at any time, or as to the uses to which such Commercial Unit may be put at any time. The Sponsor-Controlled Board shall not be permitted to amend the By-Laws to permit any of the currently impermissible uses of the Commercial Units.

In addition, the Commercial Unit Owner will have an easement through and along all of the General Common Elements and Residential Common Elements to install, maintain, operate, repair and replace any and all cables, conduits, wires, apparatus and equipment as may be required in connection with telecommunications and the general operation of the Commercial Unit and similar equipment. Any easements against the Commercial Unit shall be exercised in such manner as to not unreasonably disrupt the use by other Unit Owners of their respective Units. However, it is Sponsor's opinion that the foregoing rights in favor of the Commercial Unit Owner will not have a material adverse impact upon the Condominium. See the section of the Plan entitled "Rights and Obligations of Unit Owners and Board of Managers" further in Part I.

The Commercial Unit will be constructed to operate as independent Units with a minimum of Common Expenses or operations shared with the Residential Units. Common Expenses are allocated to the Residential Units and the Commercial Units on the basis of either Percentage of Common Interest or special allocations based on anticipated consumption. Section 339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and

apportion Common Expenses among Residential Units and Commercial Units based on exclusive use or availability if so authorized by the Declaration and By-Laws. Accordingly, the Condominium Declaration and the By-Laws, set forth in Part II of this Plan, authorizes the Board of Managers to allocate the costs of operating the Condominium among the Residential Units and Commercial Units based on anticipated usage as set forth herein. Where the allocation of Common Expenses is not based on Percentage of Common Interest, such circumstances are described in the following notes.

(i) The contribution of the Commercial Unit Owner to Common Expenses will be based on the Commercial Unit Owner's share of the Commercial Contribution. The Commercial Contribution of the Commercial Unit Owners to Common Expenses will be based on the percentage of Common Interest of the Commercial Unit Owners (as set forth on Schedule A) in the following expenses of the Condominium: water and sewer charges, insurance premium, management fees and reserve fund. Electricity and gas are separated metered to the Non-Residential Units.

(ii) In addition to their obligations under part (i), the Commercial Unit Owner will also be obligated to pay for their respective shares of the Commercial Contribution toward the expenses incurred by the Condominium in operating, maintaining and repairing the General Common Elements to the extent the same is reasonably utilized by Commercial Unit Owner.

(iii) The Commercial Unit Owner will be obligated to pay their fair share of the expenses that are incurred by the Board for operating, maintaining and repairing those portions of the Condominium which are utilized by the Commercial Unit Owners. After operation of the Condominium has commenced, it is anticipated that the allocations of the Common Expenses to be paid by the Commercial Unit Owners will be periodically adjusted prospectively for the upcoming budget year, as provided in the By-Laws, but not more frequently than once per year, to reflect the differing proportions fairly attributable to the actual usage of such category by the Commercial Unit Owners. Any adjustment shall be in conformity with Section 339-m of the New York State Real Property Law. If any category of Unit Owner contends that any method of allocation determined by the Board is inequitable, the dispute may be submitted to arbitration as provided in the By-Laws. In the event that the use of a Commercial Unit is changed from its then existing use, the Board of Managers may allocate expenses or specific expense items and apportion Common Charges allocated to the Commercial Units resulting solely from such changes in use. Any dispute relating to the allocation of expenses shall be resolved by arbitration under the rules of the American Arbitration Association in accordance with the By-laws.

Based upon the opinion of AKAM Associates, Inc. as contained in the Plan, Sponsor estimates that the Common Charges payable by the Commercial Unit Owner are sufficient to cover the Common Expenses fairly attributable to the Unit. Since the Unit Owner is responsible for all internal repairs and maintenance, heavier wear and tear attributable to commercial use of the Commercial Unit shall not impact on the budget for the Condominium. Any increase in expenses for services provided to the Residential Units, but which are not utilized by the Commercial Unit, or services which are provided to the Commercial Unit, but which are not utilized by the Residential Units, shall not impact the Common Charges payable by the Commercial Unit Owner or by the Residential Unit Owners, nor shall such increases be passed along as an assessment or

surcharge to either party. If the Board of Managers incurs any increase in insurance premiums as a direct result of an increase in insurance risk resulting from any special use of a Commercial Unit, such Unit Owner shall bear the cost of any such increase in insurance premiums over the premiums that would be charged but for the extra insurance risk due to the use of such Unit.

Any disputes between any Unit Owner and the Condominium Board will be resolved by arbitration to be conducted in New York City by the American Arbitration Association. Each party shall bear its own costs and expenses in connection with such arbitration, except that the cost of the arbitrator shall be borne by the losing party. In this regard, should the Commercial Unit Owner lose such arbitration, the cost of the arbitrator shall be borne by the said Unit Owner. If the Condominium Board should lose any such arbitration, the cost of the arbitrator shall be a Common Expense to be shared by all Residential Unit Owners in accordance with their respective Common Interests.

CHANGES IN PRICES AND UNITS

Changes in Prices

The Units will be offered at the prices set forth in Schedule A. Offering prices may be changed by a duly filed amendment to the Plan when the change in 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 for an individual Purchaser. However, prices and specified terms of sale may be negotiated on an individual basis and Sponsor may enter into an agreement with a Purchaser to sell one or more Units at lower prices than those set forth in Schedule A, provided that in the case of a price increase to an individual Purchaser an amendment containing the new price will be submitted to the Department of Law prior to a contract being entered into at a higher price. In the case of an individual price decrease, no amendment shall be necessary for the price to be effective. If an amendment whose sole purpose is to effect a change in price is submitted to the Department of Law for filing, and no prior amendment has been submitted to but not yet filed by the Department of Law, the amendment shall be deemed filed when submitted.

Changes in Units

Site conditions may cause variations in walls, ceilings, heights and other dimensions from those included in the Floor Plans or otherwise described in this Plan. If the layout and dimensions of a Unit does not materially deviate from the Plans and Specifications, subject to Sponsor's right to make changes necessitated by site conditions, a Purchaser will not be excused from purchasing the Unit for such reason and will not have any claim against Sponsor as a result of such non-material deviation. Sponsor will have no liability to any Purchaser nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for Purchaser's Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of an immaterial inaccuracy or error in the Floor Plans as determined by the reasonable person standard.

In order to meet the possible varying demand for number and type of Units, or to meet the particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right at any time, both before and after recording the Declaration and without the consent of Purchasers, Unit Owners or the Board of Managers, with respect to Units owned by Sponsor and for which no Purchase Agreement has been executed, to (i) change or reverse the layout of any Unit and make adjustments in interior dimensions of Units, (ii) change the number of rooms in any Unit, (iii) change the size and/or number of Units by subdividing one or more such Units into two or more separate Units, combining separate Units into one or more Units, altering boundary walls of Units, or otherwise, including, without limitation, incorporating any wall, hallway or portion thereof, space, or other area abutting a Unit or Unit(s) owned by Sponsor into one or more of said Units or otherwise, and (iv) if appropriate, reapportion the Common Interest among the Units affected by such change.

In the event Sponsor changes the size and/or number of Units, Sponsor shall increase or decrease the Common Interests appurtenant to such affected Units accordingly; however, the aggregate amount of the Common Interests of all of the Units shall remain at 100%. As a result of such a reapportionment of Common Interests of affected Units, the amount of the Common Charges and the real estate taxes and assessments payable by the Owners of such affected Units

will be increased or decreased in direct proportion to changes made to Common Interests. However, the amount of the Common Charges and real estate taxes and assessments payable by the Owners of Units unaffected by these changes and for whom there has been no change in Common Interest will not be varied. Common Interest need not be reapportioned if a portion of the public hallway is incorporated into a Unit or Units as described above.

No change will be made in the size or number of Units and/or their respective percentages of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and, when applicable, to the Declaration. Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default. Unless all Purchasers not in default consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements.

Notwithstanding anything in this Offering Plan to the contrary, if Sponsor must make material changes to size, dimension, Common Interest, floor space or layout of Units or to size, dimension, layout, quantity or quality of Common Elements, due to site conditions, governmental requirements or other unforeseen circumstances beyond Sponsor's control, Sponsor will amend the Plan accordingly to disclose the changes. Any Purchaser under contract to purchase a Unit whose purchase would be materially and adversely affected by such changes, will be given the right to rescind the Purchase Agreement and at least fifteen (15) days within which to exercise this right, and if rescission is exercised, will receive back the Deposit made thereunder together with any interest earned thereon.

The provisions of the Declaration concerning combination and/or partitioning of any Unit by the Sponsor or its designee may not be modified or deleted by amendment without the written consent of the same. Sponsor shall have the power to execute any documents on behalf of the Condominium required in connection with any amendment to the Declaration or By-Laws permitted or required above or to any application or other documents required in connection with any such amendment by any administrative agencies asserting jurisdiction there over, including, without limitation, any application or documents required by the Building Department and/or the Real Estate Assessment Bureau in connection with designations of separate tax lots for the affected Units or otherwise. Nonetheless, the Unit Owners not involved in any such change and the Board of Managers shall execute promptly and without charge any documents or applications necessary or convenient in connection with the effectuation of the provisions hereof, and by accepting the deed for his or her Unit a Unit Owner grants to the Sponsor and its designees an irrevocable power of attorney coupled with an interest to execute, deliver and/or record any amendment to the Declaration and the By-Laws and any and all documents and applications necessary or convenient to effectuate the foregoing. The form of said Power of Attorney is contained in Part II of the Plan.

INTERIM LEASES

Unsold Units may be leased to Purchasers who have executed a Purchase Agreement for such Unit at any time, both before and after the First Closing. Once a Purchase Agreement is accepted for a vacant Unit, however, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof pursuant to a lease (an "Interim Lease") on the terms set forth in this Section. The form of the Interim Lease is located in Part II of the Plan.

Interim leases 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, or the New York City Rent Stabilization Code, as such laws are presently in effect. The term of each such Interim Lease shall expire on the earliest to occur of (i) the date of Closing of Title to the Unit covered by such Interim Lease, (ii) the date fixed in the Interim Lease for the expiration of the term, (iii) the date upon which the Interim Lease is terminated at the option of Sponsor by reason of a default by the Purchaser-tenant under the Interim Lease or a casualty or condemnation affecting the Unit or (iv) the date upon which the Interim Lease is terminated by the Purchaser-tenant or Sponsor as provided below. The rent payable under the Interim Lease shall be negotiated by the parties but shall in no event exceed the maximum legal rent, if any, permitted under Applicable Laws.

An uncured default by the Purchaser-tenant under the Purchase Agreement will constitute a default under the Interim Lease. An uncured default in the performance or observance of the terms and conditions of the Interim Lease will also constitute a default under the terms of the Purchase Agreement and will permit Sponsor to cancel the Purchase Agreement in accordance with its terms. The Purchaser-tenant will be required to vacate his/her Unit within thirty (30) days after notice is sent of Sponsor's intent to cancel the Purchase Agreement, provided that the Purchaser-tenant fails to cure any such default within the applicable grace period, if any, with TIME BEING OF THE ESSENCE.

In the event that the Purchaser-tenant should exercise any right to terminate or rescind the Purchase Agreement or Interim Lease, such termination or rescission will be contingent upon surrendering possession of his Unit and leaving the same vacant, in good condition and broom clean within thirty (30) days after he elects to terminate or rescind. He/she must also pay any rent due and payable under his/her Interim Lease. Nothing contained herein shall relieve any Purchaser of liability for damage to his/her Unit or of any other liability under the Purchase Agreement or Interim Lease.

In no event will any portion of the rental paid under an Interim Lease be credited towards the Purchase Price of the Unit subject to the Interim Lease unless such term is negotiated by Sponsor and Purchaser.

If the Plan is abandoned, a Unit occupied pursuant to an Interim Lease shall be subject to

the provisions of any Applicable Rent Laws that may be in effect with respect to such Unit at the time of such abandonment.

A person in possession who is not an owner cannot insure the Unit since he or she has no ownership interest, and the Unit cannot be doubly insured. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by Sponsor's insurance.

The Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

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

If there are any inconsistencies between the Interim Lease and the Plan, the terms of the Plan shall govern.

PROCEDURE TO PURCHASE

Purchase Agreement

A person desiring to purchase a Unit will be required to execute, in quadruplicate, a Purchase Agreement substantially in the form set forth in Part II of this Plan, and deliver the Purchase Agreement to Sponsor together with a check equal to the sum of ten percent (10%) of the purchase price. Said check shall be drawn to the order of "Marans Weisz & Newman LLC, as Escrow Agent." All funds received from Purchasers, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be made payable to or endorsed by Purchaser to the order of Marans Weisz & Newman LLC as Escrow Agent.

Purchasers will be afforded at least three (3) business days to review the Plan and all filed amendments thereto prior to executing a Purchase Agreement. In the event a Purchaser has not had at least three (3) business days to review the Plan and all filed amendments prior to signing and delivering a Purchase Agreement, the Purchaser may rescind within seven (7) days of delivery of an executed Purchase Agreement together with the required Deposit by giving the Sponsor written notice of such rescission by personal delivery (or if sent by mail such notice must be postmarked within the seven-day period).

If the Sponsor elects to accept the Purchase Agreement, one counterpart thereof signed by the Sponsor or a pdf version of the Purchase Agreement signed by Sponsor if the Agreement allows for same, will be returned to the Purchaser or Purchaser's counsel within thirty (30) days of delivery of the same to the Sponsor. If the Purchase Agreement is not accepted by Sponsor by the end of such period it will be deemed rejected. Sponsor may reject any Purchase Agreement, without cause or explanation, so long as such rejection is not based upon race, creed, color, sex, national origin, ancestry, or any other ground proscribed by law. In the event of such rejection, the Purchaser's Deposit will be promptly refunded. The Purchase Agreement will not be binding upon Sponsor until a copy executed by or on behalf of the Sponsor is delivered to the Purchaser or Purchaser's counsel.

The Purchase Agreement is contingent upon effectiveness of the Plan. If the Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto. The relevant escrow trust fund provisions are included in Paragraph 4 of the Purchase Agreement. The Escrow Agent shall execute the Purchase Agreement, solely as to Paragraph 4 of the Purchase Agreement, prior to delivering the Purchase Agreement, fully executed, to Purchaser.

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

Purchase Agreement is Not a Lien

Neither the Purchase Agreement nor the Deposit or any payment given for special work is a lien against the Property or the Unit. Purchaser may not record the Purchase Agreement and will be in default if Purchaser attempts to record it.

Conflicts between Plan and Purchase Agreement

Any conflict between the Plan and the Purchase Agreement will be resolved in favor of the Plan. However, this shall only be applicable to initial Purchasers who purchase their Unit from Sponsor.

The Purchase Agreement and Plan may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the General Business Law.

Purchaser Financing

The terms and provisions of the Purchase Agreement and Purchaser's obligations thereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof). Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations under the Purchase Agreement. A Purchaser who does not obtain financing may lose the Deposit if they are unable to otherwise raise the monies for the balance of the purchase price. A Purchaser who requires financing is advised to consult with a lending institution before execution of this Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. 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.

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

Notwithstanding and without limiting the foregoing, and solely for informational purposes, Sponsor has selected First Republic Bank as Sponsor's preferred lender/broker for purchaser financing (the "Sponsor Designated Lender/Broker"). For further information on financing, Purchasers are advised to reach out to the Sponsor Designated Lender/Broker by contacting Scott

van der Marck, 1230 Avenue of the Americas, New York, NY 10020, (212) 459-9000, svandermarck@firstrepublic.com. Purchasers should note that even if Purchaser submits an application to the Sponsor Designated Lender/Broker, Purchaser's obligation to purchase shall not be contingent on obtaining such financing. The Sponsor Designated Lender/Broker is not affiliated with nor is a principal of Sponsor, and Sponsor will not receive any compensation for any commitments issued by the Sponsor Designated Lender/Broker. The Sponsor Designated Lender/Broker charges prevailing rates and offers prevailing terms.

Balance of Purchase Price and Closing Documents

After the Plan has been declared effective, Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser that the Plan was declared effective on a certain date and setting such Purchaser's Closing Date. Such notice will be served in compliance with the regulations promulgated by the New York State Department of Law no less than thirty (30) days before the date set for the Closing of the Units. Purchasers may waive this thirty (30) day notice provision in a writing addressed to Sponsor.

Sponsor anticipates the first Closing of a Unit to occur on or about October 1, 2019. If the date of the first Closing of a Unit shall not have occurred on or before the date which is more than twelve (12) months after such date (i.e., on or before September 30, 2020), each Purchaser will be offered a right to rescind his/her Purchase Agreement and receive return of his/her Deposit.

TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default as defined in the Purchase Agreement, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate the Purchase Agreement. If Sponsor so elects to terminate, the Purchase Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Plan and the Agreement, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

If at a Purchaser's request Sponsor grants an adjournment or adjournments of the Closing in excess of five (5) days in the aggregate, Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit. See the PURCHASE AGREEMENT set forth in Part II of the Plan.

At the Closing Purchaser shall be required to sign and deliver a Power of Attorney to the Board of Managers of the Condominium covering the Unit in the form contained in Part II of the Plan and pay certain closing fees, costs and adjustments (see the section entitled "Unit Closing

Costs and Adjustments"). The Purchaser will also be required to pay the New York State and New York City real property transfer tax returns, mortgage recording taxes and Sponsor's and Purchaser's attorney fees covering the sale of his or her Unit, any real estate reporting return and statement required by the Internal Revenue Code or the regulations thereunder, all other documents required by law, and all other documents reasonably required by Sponsor or required under Purchaser's Purchase Agreement. The balance of the Purchase Price is also payable at Closing. This amount shall be paid by a bank, cashier's check or certified check, drawn on or issued by a New York bank, trust company of other New York lending institution which is a member of the New York Clearing House Association, payable to Sponsor (or to any one Sponsor designates or directs in writing).

Default by Purchaser

If a Purchaser defaults in making any payments due under the Purchase Agreement or fails to execute and deliver documents, make the payments described above, or perform any of his other obligations under the Purchase Agreement, then Sponsor may at its option give written notice of default under the Purchase Agreement to Purchaser. If the default is not cured within thirty (30) days after written notice thereof, then the Purchase Agreement shall be deemed terminated and Sponsor shall be entitled to the payment due under the Purchase Agreement and any payments made thereunder including any costs for any special work ordered by Purchaser together with interest earned thereon, if any, as and for liquidated damages. Termination of a Purchase Agreement will permit Sponsor to sell the Unit to others as though the Purchase Agreement had never been made and the Purchaser shall not have any further rights against or obligations to Sponsor, the Condominium or others purchasing such Unit.

In the event the Sponsor cannot convey title to the Unit by reason other than the default of the Purchaser, all monies deposited by the Purchaser shall be returned to the Purchaser. However, Sponsor may attempt to cure its inability to convey title and if it does so, Sponsor shall be entitled to an adjournment of the Closing Date for a reasonable period of time.

The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and should be read carefully by the prospective Purchaser and his or her legal or financial representative before being executed. The terms of sale and other provisions of an actual Purchase Agreement entered into between Sponsor and any Purchaser may vary from the provisions contained in the form of Purchase Agreement contained in Part II of the Plan. However, such variations shall have no effect on the provisions of any other Purchase Agreement theretofore or thereafter entered into between Sponsor and any other Purchaser nor shall such variations materially or adversely affect Sponsor's obligations as set forth in the Plan. Purchasers should be aware that if any conflict exists between the Plan and the Purchase Agreement, the provisions of the Plan shall in all events control. However, this shall only apply to initial Purchasers who purchase a Unit from Sponsor.

The Escrow Agent

The law firm of Marans Weisz & Newman LLC, with an address at 29 Broadway, Suite 2400, New York, New York 10006, telephone number 212-968-0244, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Richard Marans, Daniel Weisz, Richard Newman, and Stavroula Tsolis. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account

The Escrow Agent has established the escrow account at Signature Bank, 261 Madison Avenue, New York, New York 10016, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled The Society House Condominium Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Marans Weisz & Newman LLC, as Escrow Agent.

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

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

A complete copy of the Purchase Agreement is located in Part II of the Plan. The relevant escrow trust fund provisions are included in Section 4 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the deposit in the

Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

Release of Funds

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

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

The Escrow Agent shall release the Deposit if so directed:

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

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

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

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties

informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the County where the Unit is located and shall give written notice to both parties of such deposit.

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

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

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

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

Waiver Void

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

Lawsuits

Any lawsuit arising out of the Purchase Agreement shall be governed by the internal laws of the State of New York, shall be brought in New York County and shall be determined by the judge presiding at the trial without a jury (which the parties waive).

Risk of Loss

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by Sponsor’s insurance. In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase 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 and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title Sponsor shall notify the Purchaser within sixty (60) days of the damage to the Unit that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser thereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under the Plan and the Purchase Agreement, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. If a Purchaser takes possession of a Unit prior to closing title, i.e., via an interim lease, he or she will assume the risk of loss and the obligation to repair any damage not covered under insurance already provided by the Sponsor; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

Section 71-a(3) of the Lien Law provides protections for Purchasers where the contract of sale by its terms provides for or is incidental to a contract providing for the construction of the subject building, or where a Deposit pursuant to a contract of sale is not deposited or kept in an escrow account as mandated by law. Sponsor will not use any Deposit towards the construction of the Building and will deposit and maintain all Deposits in the Escrow Account as described above in this Procedure to Purchase section, and therefore be in compliance with Section 71a(3) of the Lien Law and any other provision of law applicable to Purchasers' Deposits.

Delay in First Closing

Sponsor anticipates that the First Unit Closing will occur on or about October 1, 2019. Purchasers should note that even if the first closing occurs on or before October 1, 2019 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into) or within the twelve 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, Purchaser will not be entitled to a right of rescission or to make claims against the 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 PURCHASES SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF

SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event however, sponsor cannot convey title to the first Unit on or before September 30, 2020, twelve (12) months from the projected date of the first closing, affected purchasers will be afforded the right of rescission. If the first closing occurs before September 30, 2020, Sponsor may schedule the closings of title to other units later than such date.

As in any construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, the First Residential Closing may occur sooner or later than the projected First Year of Operation, and closing to certain Residential Units may occur substantially before or after closing for other Residential Units.

The First Year of Condominium operation is estimated to be October 1, 2019 through September 30, 2020. As in any construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Unit Closing may occur sooner or later than the projected First Year of Condominium operation, and closing to certain Residential Units may occur substantially before or after closing for other Residential Units.

FinCEN Geographic Targeting Order

Pursuant to the Geographic Targeting Order issued by the Director of the Financial Crimes Enforcement Network, title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Geographic Targeting Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan and Staten Island; (3) the total purchase price is in excess of Three Hundred Thousand Dollars ($300,000.00); (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, a funds transfer, or virtual currency. This affects all residential real property closings meeting the above criteria and occurring on or after November 17, 2018 for so long as the Geographic Targeting Order remains in effect. The Geographic Targeting Order expires on May 15, 2019 and is expected to be renewed on similar terms upon expiration. A copy of the Order is available here:

https://www.fincen.gov/sites/default/files/shared/Real%20Estate%20GTO%20GENERIC_111518_FINAL.pdf

Any conflict between the Plan and the Purchase Agreement will be resolved according to the terms of the Plan. However, this shall only apply to initial Purchasers who purchase their Unit from Sponsor.

ASSIGNMENT OF PURCHASE AGREEMENTS

Purchaser may not assign the Purchase Agreement without first obtaining the prior written consent of Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute discretion. If a Purchaser desires to assign its rights under the Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in the Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000.00 made payable to Marans Weisz & Newman LLC (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's Closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the Closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to terminate the Purchase Agreement or excuse Purchaser from any of its obligations under the Purchase Agreement or give rise to any claim for damages against Sponsor. Any purported assignment by Purchaser in violation of this Section shall be a default by Purchaser; entitling Sponsor to the default remedies set forth in the Section of the Plan entitled "Procedure to Purchase," and shall be voidable at the option of Sponsor.

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

The Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

EFFECTIVE DATE

Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and compliance with the relevant conditions and time periods set forth in the Plan.

The Plan may be declared effective by (i) an amendment to the Plan or (ii) by personal service of notice on every Purchaser or by commencement of service by mail in the manner required by 13 NYCRR Section 20.1 (d) stating that the Plan is declared effective and submitting an amendment conforming to Section 20.5 (e) to the Department of Law within five (5) days confirming that the Plan was declared effective on a specified date. Closing of the first Unit shall not occur until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

The Plan may not be declared effective until bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Units offered under the Plan. For this plan, ten (10) Units exceed the fifteen percent (15%) threshold.

The Plan will not be declared effective based on (i) Purchase Agreements signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) Purchase Agreements where the Purchaser was not afforded the seven (7) days period to rescind the Purchase Agreement or the three (3) business day period to review the Plan and all filed amendments in accordance with the provisions set forth above in the section of the Plan entitled "Procedure to Purchase"; or (iii) Purchase Agreements with any Purchaser who is the Sponsor, the selling agent, the managing agent or is a principal of the Sponsor, the selling agent, the managing agent or is related to the Sponsor, the selling agent, the managing agent or to any principal of the Sponsor or the managing agent by blood, marriage or adoption or as a business associate, an employee, a member, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

The Plan must be declared effective when Purchase Agreements are executed and accepted by Sponsor for eighty percent (80%) or more of the Units offered under the Plan. Fifty-Three (53) Units constitute approximately eighty percent (80%) of the Units offered under the Plan.

Notwithstanding the fact that not all Purchasers used for purposes of declaring the plan effective may actually close, Sponsor will re-declare the Plan effective if all Purchase Agreements are either rescinded or terminated prior to the date of the First Unit Closing, regardless of whether the Declaration has been recorded.

The Plan may be abandoned by Sponsor, at its sole option, at any time before it is declared effective. If the Plan is to be abandoned after filing and the Sponsor has accepted Purchase Agreements, the Sponsor shall promptly submit an amendment to the Department of Law together with form RS-3 as promulgated by the Department of Law. If payments under Purchase

Agreements have been received, the amount of such funds shall be returned to the Purchasers by the Escrow Agent within five (5) business days after the amendment abandoning the Plan has been accepted for filing. If there are no outstanding Purchase Agreements, the Sponsor need not submit an amendment but shall submit a form RS-3 to the Department of Law.

Once the Plan has been declared effective or executed Purchase Agreements for eighty percent (80%) of the Units have been executed and accepted by Sponsor, the Plan may not be abandoned unless one of the following events occur:

(i) There is a title defect which cannot be cured without litigation or cannot be cured for less than a stated amount which shall not be less than one-half (1/2) of one percent (1%) of the total offering amount;

(ii) Substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than a stated amount which shall not be less than one-half (1/2) of one percent (1%) of the total offering amount; or

(iii) The taking of any material portion of the Property by condemnation or eminent domain. In calculating such amount Sponsor shall not include attorney's fees or title defects or determinations of any authority or regulatory association existing on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record.

TERMS OF SALE

The terms "Closing of Title" or "Closing" as used herein means the transfer of ownership of a Condominium Unit from Sponsor to the Purchaser(s) thereof.

The Purchase Agreement is contingent upon the effectiveness of the Plan. If the Plan is abandoned, all Purchase Agreements will be cancelled and all Down Payments, together with any interest earned, will be refunded.

Once the Plan has been declared effective, the Sponsor will fix the dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the first Closing and setting such Purchaser's Closing Date. Such notice will be served no less than thirty (30) days before the date set for the Closing of each Unit.

At Closing, Sponsor will execute and deliver to each Purchaser a bargain and sale deed with covenant against grantor's acts substantially in the form set forth in Part II of the Plan and in proper form for recording. Each Unit and its appurtenant Common Interest will be conveyed free and clear of all liens, encumbrances and title exceptions other than those described below and the proposed Unit Deed contained in Part II of the Plan.

Permitted Exceptions

Title to each Unit will be subject to the following exceptions (the "Permitted Exceptions"):

1. Rights of tenants or persons in possession, if any;

2. Standard exceptions contained in the title report;

3. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.

4. AS TO THE BUILDING: Any statement of facts which a subsequent survey of would disclose provided that such additional statement of facts do not render title unmarketable;

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.

5. Covenants, conditions, easements, leases, agreements of record, etc., more fully set forth herein:

A. None.

6. The following Mortgages affect the property:

Between NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC as Mortgagor and Shanghai Commercial Bank LTD as Mortgagee dated 10/3/2017 and recorded 11/9/2017 in CRFN 2017000413398 in the amount of $13,000,000.00.

Between NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC as Mortgagor and Shanghai Commercial Bank LTD as Mortgagee dated 10/3/2017 and recorded 11/9/2017 in CRFN 2017000413400 in the amount of $5,000,000.00.

7. The following collateral Assignments of Leases and Rents affect the property:

Between NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC and Shanghai Commercial Bank LTD dated 10/3/2017 and recorded 11/9/2017 in CRFN 2017000413399.

Between NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC and Shanghai Commercial Bank LTD dated 10/3/2017 and recorded 11/9/2017 in CRFN 2017000413401.

8. The following UCC-1 Financing Statements affect the property:

Between NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC and Shanghai Commercial Bank LTD dated 10/3/2017 and recorded 11/9/2017 in CRFN 2017000413402.

Between NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC and Shanghai Commercial Bank LTD dated 10/3/2017 and recorded 11/9/2017 in CRFN 2017000413403.

Purchasers are urged to review the title report they receive prior to Closing with their attorney to properly understand all exceptions to title that may be included in such report.

A Closing will take place only after the issuance of a temporary or permanent Certificate of Occupancy for the entire project or, issuance of a partial, temporary or permanent certificate of occupancy for the unit closed or the building in which the unit is located.

Purchasers shall be given an opportunity to inspect the Unit prior to Closing. Any work remaining to be done in the Unit pursuant to the Plan and/or the Purchase Agreement shall be itemized on an “Inspection Statement,” a form of which is contained in Part II of the Plan, signed by both Sponsor and Purchaser. Sponsor shall be obligated to complete the items on the Inspection Statement within a reasonable time after Closing. However, if Sponsor agrees in writing to complete any items on the Inspection Statement prior to Closing, Purchaser must re-inspect the

Unit on the day prior to Closing to inspect and sign off on all items Sponsor agreed to complete. No open items of work will be discussed at the Closing itself.

With the exception of items Sponsor agrees in writing to complete prior to the Closing, Sponsor's failure to complete any of the items listed on the Inspection Statement shall not be grounds to cancel or postpone the Closing.

Purchasers may not add any additional work items to the Inspection Statement after the final inspection of the Unit has occurred, and neither Sponsor nor its contractors, subcontractors, principals, managers or members shall have any obligation to perform any such additional work items. Notwithstanding anything to the contrary set forth above, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following:

- any condition resulting from normal wear and tear or natural deterioration from the normal movement, settlement and shrinkage or expansion of the residential units or the Building generally and/or building materials;
- defects of an insubstantial nature such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;
- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;

- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including cellar boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;
- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;
- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other minor defects in each of the following: windows, window glass, frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;
- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or slight floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;
- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;
- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;

- any other minor imperfection or minor defect, except as expressly warranted pursuant to this Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

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

The Declaration, By-Laws and Floor Plans for the Condominium and such other documents, as required by law, will be recorded or filed (as the case may be) in the New York City Register prior to the first conveyance of title to a Unit in accordance with the New York Condominium Act and any other applicable State and local law.

In the event the Closing does not take place on the Closing Date, for any reason other than circumstances completely within Sponsor's sole control (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor at Closing interest on the unpaid balance of the purchase price from the originally established Closing Date to the actual Closing Date an amount equal to 0.04% of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date), which is 14.6% per annum; and (iii) Purchaser shall pay Sponsor's counsel $500.00 for each adjournment. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so.

In the event of a default by Purchaser in Purchaser's obligations under the Purchase Agreement, not cured within any applicable grace period, the Down Payment and any interest thereon may be retained by Sponsor as liquidated damages.

Seller is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance.

At Closing, each Purchaser will execute a Power of Attorney in the form provided in Part II of the Offering Plan (and deliver said instrument to the Sponsor or Purchaser's title company for recording), designating the Board of Managers as his or her Attorney in fact, coupled with an interest for, but not limited to, the purpose of managing, selling, mortgaging, leasing, voting or otherwise dealing with any Unit acquired by the Board of Managers in accordance with any of the provisions of the By-Laws and for purposes consistent with the implementation of the Offering Plan. The execution of a Power of Attorney is required to effectuate the Closing. The failure of Purchaser to execute a Power of Attorney at Closing shall constitute a default under the Purchase Agreement.

At Closing, Sponsor will deliver and assign to Purchaser any manufacturers' warranties (to the extent available and assignable) with respect to any equipment and appliances installed by Sponsor in the Unit and the receipt by Purchaser of any subcontractors' warranty certificates for heating and plumbing relating solely to the Unit, if any, to the extent made by such subcontractors and to the extent such warranties are available. Sponsor will also assign to the Board of Managers any warranties available and assignable with respect to all equipment and appliances and heating, plumbing and roofing installed in the Common Elements.

Sponsor has obtained a commitment for financing from Shanghai Commercial Bank LTD to renovate the Building (the "Construction Lender"). The liens held by the Construction Lender shall be subordinate to the Declaration. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the Construction Lender's mortgage upon tender of the relevant payment as agreed to between Sponsor and Construction Lender.

If ordered by Purchaser, the issuance at Closing of a commitment by a title insurance company licensed to do business in the State of New York, will insure that the Condominium was validly formed pursuant to the Condominium Act and that the Purchaser has good and insurable fee title in the Unit, free and clear of all liens and encumbrances, except as set forth herein and except for any mortgage that a Purchaser obtains to purchase the Unit, and subject to the provisions of the Declaration and By-Laws. See the next section of this Plan for the estimated cost of such title insurance.

Restoration after Casualty

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase 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 and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, to notify the Purchaser within sixty (60) days of the damage to the Unit, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no

further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser thereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under the Plan and the Purchase Agreement, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. If a Purchaser takes possession of a Unit prior to closing title, i.e., via an Interim Lease, he or she will assume the risk of loss and the obligation to repair any damage not covered under insurance already provided by the Sponsor; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

UNIT CLOSING COSTS AND ADJUSTMENTS

At Closing, each Purchaser shall be required to pay certain costs and expenses. The following is a list of the types and amounts of costs and expenses Purchasers should expect to pay. Estimates for title expenses are provided by Downtown Abstract Corp. and are based (as are all of the following items), on current rates and charges which are subject to change without prior notice:

Title Insurance

If a Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium therefor which will vary depending upon the purchase price and whether or not a mortgage title policy is obtained simultaneously with the fee title policy. Title insurance rates are set by the New York Board of Title Underwriters and filed with the New York State Insurance Department. The Purchaser is free to obtain title insurance from any company of their choice without incurring a penalty.

For illustrative purposes only, a Purchaser buying a Unit for $500,000.00 would pay a premium of $1,499.00. If that Purchaser obtained a mortgage in the principal amount of $450,000.00, there would be an additional charge of $405.00 for a total of $1,904.00.

The current rate for fee title insurance alone for a Unit (i.e., no mortgage title insurance) is pursuant to the rate schedule applicable to new condominium projects filed with the New York State Department of Insurance, which is the Zone 2 Basic Rate for Owner's Policies:

The Owner's Policy Basic Rate is $402.00 for the first $35,000.00 of fee insurance. Basic Premiums then increase as follows:

Fee Amount	Premium
$35,001 – $50,000	$6.67/$1,000
$50,001 – $100,000	$5.43/$1,000
$100,001 – $500,000	$4.36/$1,000
$500,001 – $1,000,000	$3.98/$1,000
$1,000,001 – $5,000,000	$3.66/$1,000
$5,000,001 – $10,000,001	$3.25/$1,000
$10,000,001 – $15,000,000	$3.07/$1,000
$15,000,001 – up	$2.76/$1,000

If a Purchaser elects to obtain mortgage title insurance simultaneously with a policy for fee title insurance, the premium for the mortgage policy will be at "Simultaneous Rate". The premium on the amount of the loan policy that does not exceed the fee policy is calculated at 30 percent (30%) (the "Simultaneous Rate").

Purchasers are free to use the title company of their choice at no additional cost.

Transfer Taxes and Recording Fees

Fees for recording the Unit Deed, the Power of Attorney in favor of the Board of Managers

and any mortgage the Purchaser obtains to finance the purchase of his or her Unit are stated in this section. The current recording fees of $42.00 for each instrument including the first page, plus $5.00 per each additional page including cover sheets, a filing fee of $125.00 for the accompanying RP5217NYC form, and any service fees charged by Purchaser's title insurance company in connection with such recordings and filings shall be payable by Purchaser.

Seller is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers shall be responsible for the payment at closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and fees paid by Purchaser for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential unit is currently one percent (1%) of the Consideration if such Consideration is $500,000.00 or less, and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit is currently $2.00 for every $500.00 or part thereof (.4%) of the Consideration. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the transfer taxes payable:

(i) Add the rates for RPT and NYS Tax. The result will be "Total Tax Rate"
(ii) Divide Consideration by 1 minus Total Tax Rate. The result will be "Total Consideration"
(iii) To compute RPT due, multiply Total Consideration by the RPT rate
(iv) To compute NYS Tax due, multiply Total Consideration by NYS Tax rate

Mansion Tax

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers in an amount equal to 1% of the consideration for a Unit where the consideration for the Unit is $1,000,000 or more (the "Mansion Tax"). Purchasers of Units where the consideration (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser) is $1,000,000 or more thus will be obligated to pay the Mansion Tax at closing. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

Mortgage Related Costs

Purchasers obtaining mortgage loans are also advised that they will be responsible for the payment of all closing costs and expenses in connection therewith in amounts determined by the lender. These costs customarily include origination fees (or "points"), commitment fees, fees for credit checks, mortgage title insurance, lender's attorneys' fees and appraisal fees. Also a Purchaser obtaining a mortgage may be required by the lending institution to deposit monthly with the lending institution, commencing with the Closing Date, an escrow for the payment of annual real estate taxes and insurance premiums. The amount of such escrow deposit to be made at Closing will depend on the number of months remaining between the closing of title and the date these amounts are next due to be paid and the estimated amounts then payable, as well as the

custom and practice of the particular lender involved.

At the request of Sponsor, Purchasers shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property (the "Existing Indebtedness") in an amount not to exceed such Purchaser's loan amount, and the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the Existing Indebtedness with Purchaser's mortgage. Purchasers shall use all reasonable efforts to cause Purchaser's lender to accept assignment of such severed portion of the Existing Indebtedness and the consolidation thereof with Purchaser's mortgage. At the Closing, Purchaser shall reimburse Seller for the full amount of the mortgage recording tax savings resulting from such severance and assignment. In no event will the amount payable by Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser if such mortgage tax credit or exemption had not been available to Purchaser.

Example of Typical Closing Costs

The following is a numerical example of all closing costs for a Unit based on the presumptions set forth below and assuming current rates and charges:

Assuming that a Purchaser closes timely and incurs no penalties under the Purchase Agreement, the closing costs for a Unit with a purchase price of $1,000,000.00 and assuming a mortgage of $800,000.00 will be approximately:

Title Insurance Fee:	$	3,155.00
Loan Premium:	$	652.00
Endorsements	$	75.00
Transfer Taxes - New York State:	$	4074.00
Transfer Taxes - New York City:	$	14,510.06
Mansion Tax:	$	10,182.50
Mortgage Recording Tax:	$	15,370.00
Recording Fees:	$	675.00
Search Fees:	$	340.00
Other Fees:	$	40.00
Working Capital Fund:	$	2,572.92
Sponsor's Attorney's Closing Fee:	$	2,750.00
Sponsor's Attorney's Purchaser Financing Fee:	$	350.00
ACRIS Preparation Fee:	$	250.00
Total Estimated Closing Costs:	$	54,996.48

Common Charge and Real Estate Tax Adjustments

All real estate taxes and Common Charges attributable to a Unit paid by Sponsor for any period of time during which the Unit Owner will own the Unit, shall be adjusted between Sponsor

and Purchaser as of the Closing Date.

If a Unit closes during the 2019/2020 tax year (i.e., the tax year running from July 1, 2019 to June 30, 2020), it is possible the Unit will not be separately assessed for real estate taxes for that tax year by that Unit's closing date. In such event, the adjustment for real estate taxes will be based on the Unit's proportionate share of the real estate taxes for the Property, which shall be obtained by multiplying the taxes payable on account of the Property for that year by the Common Interest attributable to the Unit.

If separate tax assessments have not been made for individual units prior to the closing of title to a Unit, Sponsor will collect from each Purchaser at closing, and will place in escrow in a separate account established by the Sponsor for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes), based on the method of allocation described above. If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article III, Section 6. of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a Special Assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

If the actual taxes due for any period for which Sponsor collected escrows are lower than the amount collected and held in escrow, the Board of Managers shall pay the Unit Owners their proportionate share of any excess. If the Sponsor collected then Sponsor has to pay or if the Board collected then the Board has to pay.

Until the Units have been separately assessed, all post-closing amendments shall disclose the amount of the funds deposited in escrow for the payment of real estate taxes for the unsold Units.

Closing Counsel Fees

Sponsor's Condominium Counsel's legal fee in the amount of $2,750.00 per Unit must be paid by all Purchasers. Purchasers will also pay $250.00 for the preparation of ACRIS New York City and State transfer tax forms.

The following additional charges may apply:

i. $500.00 if the Closing is not held at Sponsor's attorneys' offices.
ii. $500.00 for each adjournment of the Closing.
iii. $500.00 if the Closing is held outside New York City.
iv. $1,000.00 to attorneys for Sponsor for the preparation of a letter of default.
v. $350.00 if a Purchaser shall obtain mortgage financing through a lender to defray the additional costs associated therewith.
vi. $1,000.00 for an assignment agreement, if requested by Purchaser and provided Sponsor has consented thereto.
vii. $1,000.00 for preparation of Interim Lease Agreement.

Professional Fees

Purchaser shall have sole responsibility for payment of all professionals, including attorney(s), employed or retained by Purchaser.

Working Capital and Reserve Fund Contribution

Purchasers will be required to pay at Closing an amount equal to one (1) month of common charges as a contribution to the Working Capital Fund and one (1) month of common charges as a contribution to the Reserve Fund.

The entire contents of this section entitled "Unit Closing Costs and Adjustments" as the same may be revised or amended shall be deemed incorporated in the Purchase Agreement for each Unit.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Plan that are being offered herein. Unless this Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner rather than rent after the plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units necessary to declare the plan effective. Ten (10) Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, 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.

Indemnification

Sponsor is obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions under the Plan and applicable law with respect to the Offering. Sponsor will indemnify and hold the Board of Managers and the Unit Owners harmless from any such suits or proceedings.

The Condominium shall assume the performance of all obligations under the labor, service, and maintenance agreements (including payment obligations) of the Sponsor, if any, accruing on or after the date of closing of title to the first Unit pursuant to the Plan, in effect on such date which have been assigned to the Condominium pursuant to the Plan, and shall indemnify and hold Sponsor harmless from and against any and all claims, liabilities, costs and expenses arising of or with respect to such agreements or with respect to the Property accruing on or after such date.

Sponsor's Obligations Survive

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

The obligations set forth in this section contain all the obligations of Sponsor under the Plan and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers relative to their Units under their respective Purchase Agreements. Sponsor makes no warranties other than as set forth in this section. The obligations of Sponsor under this section shall survive the delivery of the Unit Deeds to the respective Unit Owners for the respective time periods indicated herein. Sponsor shall not be liable for, nor obligated to defend, any suits or claims with respect to any Unit, arising out of any occurrence taking place on or after the date of the closing of title to such Unit, or the leasing thereof to any Purchaser or, with respect to the Common Elements or Limited Common Elements, Sponsor shall not be liable for, nor obligated to defend, any action arising out of any occurrence taking place on or after the date of the First Unit Closing, except for suits or claims arising out of the acts or omissions of Sponsor or the representations made by Sponsor in the Plan. Sponsor will indemnify and hold the Board of Managers and the Unit Owners harmless from any such suits or proceedings.

The obligations of Sponsor under this section with respect to the Condominium, the Common Elements or the Limited Common Elements shall be enforceable only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of Sponsor be enforceable by individual Unit Owners unless the Board of Managers fails to give written notice to enforce such obligations within ninety (90) days following the giving of written notice of such claim by any Unit Owner to the Board of Managers.

Operating Expenses

Sponsor agrees to pay all Common Charges, special assessments and real estate taxes with respect to all Unsold Units imposed by Board of Managers in accordance with this Plan. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor expects to fund its financial obligations to the Condominium from the income from projected sales and if necessary, from the personal financial assets of Sponsor's principal. Except as specifically set forth herein, no bond or other security has been furnished to secure Sponsor's obligations hereunder, including, but not limited to, Sponsor's obligations to obtain a permanent Certificate of Occupancy. Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. Sponsor agrees that during the Sponsor Control Period it will, in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

Notwithstanding any disclosure to the contrary in this Plan, Sponsor is reserving the right to delay the collection of Common Charges until such time into the future. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments required by lenders. Such expenses shall not include individual unit owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent Purchasers.

Sponsor reserves the right to use its majority vote on the Board to cause a refund to be issued to Unit Owners, including Sponsor, for Common Charges collected pursuant to an annual Condominium operating budget which are in excess of actual Condominium operating expenses. While Sponsor has a majority vote on the Condominium Board of Managers, Sponsor may exercise the right to issue refunds. Refunding Common Charges may cause Unit Owners to be subject to

assessments in the future.

Casualty Insurance

Sponsor shall procure fire and casualty insurance, as set forth in Schedule B, pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Schedule B. Such insurance will provide that each Unit Owner is an additional insured and that there will be no cancellation without thirty (30) days' notice to the Board of Managers and Unit Owners. The insurance policies will also contain waivers of subrogation, waivers of invalidity due to acts of insured and Unit Owners and waivers of pro rata reduction of liability of the insurer due to other insurance carried by individual Unit Owners. Sponsor shall be reimbursed for the cost of such insurance premium(s) by the Condominium.

Restoration after Casualty

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase 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 and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, to notify the Purchaser within sixty (60) days of the damage to the Unit, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser thereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under the Plan and the Purchase Agreement, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. If a Purchaser takes possession of a Unit prior to closing title, i.e., via an Interim Lease, he or she will assume the risk of loss and the obligation to repair any damage not covered under insurance already provided by the Sponsor; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

Dissolution of Sponsor

In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10) or more units or twenty percent (20%) or more of the total number of Units in the Condominium, whichever is less, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

Construction Financing

Sponsor obtained construction financing for the construction of the Building, Sponsor will pay, satisfy and otherwise comply with the terms of the construction loan documents. The Construction Lender must consent to the formation of the Condominium, agree to subordinate its liens to the Condominium Declaration, and acknowledge that its mortgage liens will be limited to Unsold Units. In addition, the Unit and each subsequent Unit being conveyed and its appurtenant Common Interest will be released from a lender's mortgage on the Property by partial release upon payment as agreed to between Sponsor and the Construction Lender as provided in the construction loan documents.

Sponsor has obtained construction financing that sets a minimum release price for each Unit which must be paid to the lender in order for the lender to release its lien from the unit being sold, and requires Sponsor to reserve the right to rent but that prior written approval is required before Sponsor may take a rental approach due to market circumstances. Sponsor will endeavor in good faith to sell units rather than rent after the plan has been consummated.

Completion of Construction

Sponsor is obligated to build and complete the Condominium in accordance with the Building Plans and Specifications identified in the Plan, subject to Sponsor's right to substitute equipment or materials of equal or better quality for construction and design and make modifications in layout or design; provided however, that Sponsor may not:

(i) Substitute equipment or materials of lesser quality or design; or

(ii) change the size, location of Buildings or Units other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change.

Sponsor will install carbon monoxide detectors as required in all New York City multiple dwellings.

Certificate of Occupancy

Prior to the closing of title to the first Unit, Sponsor shall have obtained a temporary or permanent Certificate of Occupancy for the entire Condominium. Sponsor anticipates on being able to obtain a permanent Certificate of Occupancy ("PCO") and all necessary permits for all elements of the Condominium within two (2) years of closing of title to the first Unit and, prior to the issuance of a PCO will cause any expiring temporary Certificate of Occupancy ("TCO") to be extended. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final Certificate of Occupancy 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 State Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (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 may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to the expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Buyers 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 available on the DOB website at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

In the event any closing of title occurs before the issuance of a permanent Certificate of Occupancy covering the Unit, Sponsor shall maintain all Deposits and funds received from the Purchasers of Units in a special escrow account as required by Section 352-e(2-b) of the General Business Law, unless Sponsor's engineer or architect certifies that a lesser amount will be necessary to complete the work needed to obtain a permanent Certificate of Occupancy, in which case the sum exceeding the amount so certified by such engineer or architect may be released to Sponsor from the special escrow account. Alternatively, Sponsor may deposit with an Escrow Agent any one or a combination of the following: cash or an unconditional, irrevocable letter of

credit, or Sponsor may post a surety bond. In such case, Sponsor shall have the right to draw down remaining portions of said letter of credit or cash available to Sponsor for construction purposes, provided the unfunded portion of such remaining cash and/or letter of credit in the aggregate is, at all times no less than the amount that Sponsor's architect, engineer or construction manager certified is adequate to complete the work necessary to obtain a permanent Certificate of Occupancy. In the event Sponsor desires to post a bond pursuant to this paragraph, prior to posting such bond Sponsor will file an amendment to the Plan disclosing same.

The amount retained in escrow pending the delivery of a permanent Certificate of Occupancy and the architect's certification certifying such amounts will be included in the initial post-closing amendment and all subsequent amendments to the Plan until the PCO is obtained. The use of any alternative security will be previously disclosed in an amendment to the Plan.

Warranties of Construction

The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statue applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime. As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013]. Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. 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 Laws and the Plans and Specifications, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable Laws and the Plans and Specifications shall be resolved in favor of the latter. NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS. Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to

assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair.

Sponsor shall not be obligated to correct or cause to be corrected any latent or patent defects in construction of a Residential Unit or the Common Elements, or in the installation or operation of any mechanical equipment therein. However, in the event correction of a defect is covered under any guarantee or warranty given to Sponsor by the construction consultant, general contractor or construction manager (collectively the "General Contractor') engaged by Sponsor to complete construction of the Building (or by any contractor or subcontractor engaged by the General Contractor or Sponsor), Sponsor may, but shall not be obligated to, apply to the General Contractor to correct the defect. In order for Sponsor to consider bringing the defect to the attention of the General Contractor, Sponsor must be notified in writing (i) by the Unit Owner to whom Sponsor sold a Residential Unit, within six (6) months following the closing of the sale of the Unit to the Unit Owner if the defect concerns that Residential Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within six (6) months after the commencement date of the interim lease), or (ii) by the Board of Managers, within the later of twelve (12) months from (a) the issuance of a TCO covering the entire Building, or (b) the first Residential Unit Closing if the defect concerns the Common Elements. If Sponsor is not notified within these time periods, Sponsor shall not have any obligation to consider causing remediation of the problem. In no event, however, shall Sponsor be obligated to compel, or to take action to compel, the General Contractor (or any contractor or subcontractor) to perform under any guarantee or warranty given by it in connection with work performed at the Property.

Sponsor and/or its General Contractor, and/or the pertinent contractor or subcontractor, in its or their sole discretion, shall select the method of correcting any defect to be corrected under this subparagraph 2. On seven (7) days' notice, or sooner if Unit Owner permits, from Sponsor and/or its General Contractor, and/or the pertinent contractor or subcontractor, the Unit Owner, Purchaser, or the Board of Managers, as applicable, shall allow Sponsor, Sponsor’s contractors, agents or licensees and/or the Managing Agent access to the Unit or area in question on any day to inspect and/or correct such defect. The quality of construction shall be comparable to local construction standards customary in the particular trade in question in accordance with the Plans and Specifications.

Sponsor shall be deemed to have discharged any commitment it may have made or be deemed to have made with respect to curing defects, if (i) Sponsor is not notified of the defect, or (ii) the Unit Owner, Purchaser or Board, as applicable, prevents Sponsor, Sponsor’s contractors, agents or licensees and/or Managing Agent access to the Building and/or the Unit where corrective

work has been requested, or (iii) Sponsor shall have corrected or caused to be corrected the defect in accordance with the practice of the industry as said practice is determined by Sponsor's General Contractor or architect or engineer, in its sole discretion.

Notwithstanding the foregoing, Sponsor shall not be responsible for correcting or repairing any defects in construction or defects in the installation or operation of any appliances (including, without limitation, kitchen appliances and washers and dryers), equipment or fixtures with respect to which warranties or other undertakings (however denoted) from manufacturers, contractors, materialmen, or others, are delivered and/or assigned to either a Unit Owner or the Board of Managers. Also, Sponsor's undertaking to correct defects as described above, runs only to Unit Owners who have purchased a Unit from Sponsor. It does not run to Owners who purchased Units on resale by other Unit Owners.

In addition, in no event shall Sponsor be responsible for any condition resulting from normal wear and tear or natural deterioration of from the normal shifting or settling of the Building, or for any defects of insubstantial nature, including but not limited to partial or total death of any landscape improvements, nail pops, ridging on sheet rock walls, lumber shrinkage, door sticking due to weather, door warpage, tile, marble and granite grouting, separation in joints of tile, marble, granite or wood flooring, floor levels, ceiling imperfections, painting defects, alignment of bathroom finishes, air filtration from windows, and consequential damage resulting from settlement or normal plumbing, heating and air conditioning, noises, or carpet discoloration and stretching. In addition, Sponsor shall not be responsible for paint touch-ups, or for repair of chips, mars, breaks or other defects in window sashes, electric fixtures, interior painted surfaces, sinks, tubs, bowls, bidets (if any), cabinets, countertops, vanity tops and bases, doors, mirrors, hardware, flooring or appliance cabinets, unless notified of any such defect therein prior to closing of title to the Unit in question or the leasing of the Unit to the Purchaser thereof and Sponsor agreed to repair such items. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan. Nothing contained herein shall be construed to render Sponsor liable for consequential damages, whether based on negligence, breach of contract, warranty or otherwise (except as Sponsor may be liable for by law).

Except as expressly set forth herein, Sponsor has no obligation to correct or repair any defect or condition in any Unit, the Common Elements, or the Building or in any installation, apparatus, fixture or appurtenance. The foregoing provisions set forth Sponsor's entire responsibility with respect to corrections and repairs and none other shall be implied.

Notwithstanding anything to the contrary in the foregoing discussion, both Unit Owners and the Board of Managers shall be obligated to permit Sponsor and its contractors and agent's access to Units and the Common Elements at the request of Sponsor and/or its contractors and agents, in order for Sponsor to complete construction in accordance with this Plan.

References in this Section or elsewhere in this Plan to excluded repairs or excluded conditions with respect various items listed shall not be construed to imply an obligation on the part of Sponsor to do any work, renovation or rehabilitation or to install any equipment, fixtures or appliances or other items except, in each case, as expressly provided in "Description of Property and Specifications or Building Conditions."

The Sponsor reserves the right to amend the Plans and Specifications and to make changes in the materials, appliances equipment and fixtures if (a) required or approved or accepted by governmental authorities having jurisdiction over the Property or by the Sponsor's architect; or (b) required by job conditions, local shortages or unavailability or materials; or (c) ordered by the Purchaser for his Unit without affecting Units previously sold. Changes or substitutions in materials, appliances, fixtures and equipment may also be made by the Sponsor provided that such substitutions are of equal or better quality. However, the Sponsor may not change the size, the location of the Building, other capital improvements, or the Common Elements if any such change materially adversely affects the value of any Unit either to which title has closed, or for which a Purchase Agreement has been executed and is in effect, unless all of the directly affected Unit Owners consent in writing to such change and all directly affected contract vendees are given the right to rescind and receive a refund of their Down Payments. All the foregoing amendments, modifications and changes to the Plans and Specifications may not be made without a duly filed amendment to this Plan.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of immaterial variations in the dimensions or arrangement of rooms, walls or other areas within Units, or in the Plans and Specifications, or in the description of the Building or a Unit set forth in the Plan.

Except as otherwise provided in this Plan, where alternatives are specified or where a particular practice, method, or design of construction, equipment, material or supply is not specified, the choice and decision of the Sponsor shall be determinative.

Inspection Statements

Purchasers may not add any additional work items to the Inspection Statement after the final inspection of the Unit has occurred, and neither Sponsor nor its contractors, subcontractors, principals, managers or members shall have any obligation to perform any such additional work items. Notwithstanding anything to the contrary set forth above, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following:

- any condition resulting from normal wear and tear or natural deterioration from the normal movement, settlement and shrinkage or expansion of the residential units or the Building generally and/or building materials;

- defects of an insubstantial nature such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;
- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;
- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including cellar boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;
- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;
- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other minor defects in each of the following: windows, window glass, frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork,

millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;

- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or slight floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;
- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;
- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;
- any other minor imperfection or minor defect, except as expressly warranted pursuant to this Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

Completion Free of Liens

Sponsor will pay or cause payment to all contractors, subcontractors, materialmen, and all others involved in the construction, establishment, and sale of the Units for all authorized and proper work performed and fixtures, material, and equipment supplied or installed in the construction of the Building, and will cause all mechanics liens arising out of the construction of the Building or the furnishing or installation of fixtures or equipment to be discharged or bonded promptly after any lien is filed.

Sponsor Documents to be delivered to the Board of Managers:

So long as Sponsor is in possession of the below listed documents, drawings and/or reports, Sponsor shall provide each to the Board of Managers on or before termination of the Sponsor Control Period:

- Final as-built drawings;
- Operations and maintenance manuals for mechanical equipment;
- Electronic system manual;

- Re-commissioning manual;
- Equipment warranties;
- Manufacturer's roof warranty;
- Major equipment start-up sheets and control system as-built;
- Original test and balance report for HVAC system; and
- Post-construction indoor air quality report.

Plan, Exhibits, Documents

Sponsor agrees to keep copies of the Plan, exhibits and documents referred to in the Plan on file at its office or at another designated place for a period of six (6) years from the date the Declaration is recorded.

Sponsor's Rights of Access; Alterations

Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units and Common Elements, to complete construction in a manner consistent with the purposes of this Plan and to ensure Sponsor's rights and obligations hereunder. Sponsor is obligated to repair any damages caused as the result of the foregoing work to the extent it is obligated under the warranties provided under this Plan, if notified during the warranty period described below. Sponsor will not interfere with a Unit Owner's reasonable use of his or her Unit during any work period. However, there may be a temporary limitation as to use of the public areas. Sponsor's reservation and rights shall include, but not be limited to:

(i) The right to maintain general, sales and leasing office(s) and personnel on the Premises, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection and display of vacant or licensed Units, as well as all Common Elements, to prospective Purchasers or lessees; and

(ii) Right of access in and to Units and Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing and similar work.

The quality of construction shall be comparable to construction standards customary in the particular trade and in accordance with the Plans and specifications. Notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in the operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings are assigned to the Board of Managers or Unit Owners. In addition, in no event shall Sponsor be responsible for any immaterial condition resulting from normal wear and tear or natural shifting or settling of the Building, or for any defects of immaterial nature, including but not limited to nail pops, ridging on sheet rock walls, lumber shrinkage, any consequential damage resulting from settlement or normal plumbing and heating noises. Subsequent to the conveyance of title to a Unit, other than those items listed in the Inspection Statement which Sponsor will be obligated

to repair in a reasonable amount of time after closing, Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or Formica chips and scratches in tubs, vanities or countertops. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan. Sponsor has the obligation nevertheless, to construct the Building in accordance with applicable Law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes.

Condominium and Sales Costs and Expenses

Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with establishment of the Condominium, and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium, whenever such costs or expenses are incurred, or in connection with the sale of all Units held or owned by Sponsor (except for costs specifically made payable by Purchasers under this Plan), and will pay all selling expenses including, but not limited to, advertising and printing costs, architect and engineering fees, and costs of filing this Plan and amendments thereto.

Except for Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to Units not sold to Purchasers (for so long as Sponsor owns the same), and for its obligations with respect to relinquishing control of the Board of Managers, as hereafter set forth, the foregoing Section sets forth the entire extent of the obligations of Sponsor hereunder and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective Purchase Agreements.

Interim Leasing, Renting and Use of Unsold Units by Sponsor

Sponsor reserves the right, following the recording of the Declaration of Condominium and prior to the closing of title to any Unit, to lease such Unit to a prospective Purchaser who has executed a Purchase Agreement and paid the requisite Deposit, pursuant to an Interim Lease between Sponsor and Purchaser. Any such Interim Lease will provide that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unit which is the subject of the Interim Lease will constitute a default under the license entitling Sponsor, at its sole option, to immediately terminate the license. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any Interim Lease with respect to the Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option, to immediately terminate such Purchase Agreement and exercise any remedies provided therein.

Sponsor is retaining the unconditional right to rent rather than sell units after the Plan has been consummated. Therefore there is no commitment on the part of the Sponsor to sell more units than the fifteen percent (15%) necessary to declare the plan effective and owner-occupants may

never gain effective control and management of the Condominium.

Sponsor or its designee may use or occupy for itself or its agents, or (after the First Unit Closing) to rent or license to a tenant who is not a Purchaser for such fee and upon such terms as are agreed to between the parties, any Unit not conveyed or with respect to which a Purchase Agreement is not then outstanding. Sponsor will notify Purchasers of Units that have been previously occupied or that are then occupied, of such occupancy, prior to the execution of a Purchase Agreement. Such Unit will be delivered at the Closing, free and clear of any occupants and licenses, unless the tenant or occupant is the Purchaser or unless the Purchase Agreement indicates that the Unit shall be sold subject to a license, a copy of which shall be annexed to the Purchase Agreement. There shall be no obligation of Sponsor or its designee to decorate, refurbish or in any way repair such Unit.

Easements

The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, artwork in General Common Elements, including the lobby, hallways, corridors, and other areas in Residential Common Elements. Such artwork shall be the sole property of the Sponsor. All expenses related to the artwork shall be borne by the Sponsor. The artwork and its contents shall be at Sponsor's sole discretion. The artwork may not be relocated or altered without the prior written consent of Sponsor, which shall be at Sponsor's sole discretion.

The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not obstruct permitted signage placed by a Non-Residential Unit Owner, and does not unreasonably obstruct any Residential Unit (other than an Unsold Unit). The Sponsor shall have an easement, to the extent permitted by law, to erect, paint, maintain, repair and replace, from time to time, one or more signs on the east facing façade of the Building for the purpose of licensing advertising space or any other signage at Sponsor's discretion, provided such signage does not unreasonably obstruct any Residential Unit (other than an Unsold Unit).

CONTROL BY THE SPONSOR

Sponsor reserves the right to control the Condominium Board of Managers for a period of time until the earlier to occur of (a) sixty (60) days after the date by which one hundred percent (100%) of the Units have been conveyed to Unit Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect new board members unrelated to the Sponsor within thirty 30 days of the expiration of the Sponsor Control Period. However, as long as Sponsor or Successor Sponsor owns a Unit, it will be entitled to appoint one (1) member of the Residential Board of Managers.

Since the Condominium By-Laws do not require that a majority of the Board be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control, Purchasers for their own occupancy may never gain control of the Board and owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on the management of the Condominium.

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

Sponsor may not exercise veto power over expenses described in Schedule B of Part I of the Plan, without the consent of a majority in aggregate Common Interest of all Unit Owners (other than Sponsor voting as a Unit Owner) present at a duly called meeting of the Unit Owners or expenses required:

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

(ii) to remedy any notice of violation; or

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

(iv) any matter affecting the health or safety of the occupants of the Building.

Sponsor may exercise veto power over expenses other than those described above for a period ending not more than five (5) years after the closing of the first unit or whenever the Unsold Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner.

As long as Sponsor or a Sponsor-designee shall own one or more Units, the Board may not, without the prior written consent of Sponsor or the Sponsor-designee, in the sole discretion of the Sponsor or the Sponsor-designee: (i) amend the Declaration or By-Laws of the Condominium so as to in any way adversely affect Sponsor or a Sponsor-designee; or (ii) interfere with the offer, sale or leasing of Units, or construction within the Unit or Units belonging to Sponsor or a Sponsor-designee, operation of general or sales and leasing offices on the Property, or with any actions necessary or desirable for construction, renovation, repair, or correction of the Property or any Unsold Unit, as determined by Sponsor or a Sponsor-designee, as the case may be.

Notwithstanding anything to the contrary contained herein, for a maximum of two (2) years from the date of the recording of the Declaration in the New York County Clerk's Office, as long as the Sponsor continues to hold fifty-one percent (51%) or more in number of the Units, the Sponsor's prior written consent shall be required in order to amend either this Declaration or the By-Laws. Furthermore, so long as Sponsor or its designee shall own one or more Units or for a period of five (5) years after closing of title to the first Unit, whichever is sooner, the Board of Managers may not, without the prior written consent of the Sponsor, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (provided, however, Sponsor will not unreasonably withhold consent to additions to the replacement Reserve Fund to the extent assessments are necessary to make expenditures required by law), or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iv) provide for new or additional services other than those provided for in Schedule B hereof. Sponsor shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses required to comply with applicable law, to remedy any notice of violation, or to comply with any work order of an insurer. While Sponsor has voting control of the Board of Managers, Sponsor will not reduce or eliminate the services to be provided to the Condominium as set forth in this Plan.

BOARD OF MANAGERS

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of five (5) persons. However, the Board will initially consist of three (3) persons designated by Sponsor. The initial members of the Board will be Ted Chen, Janet Chong Chen, and Julie Chen, who are the principals of Sponsor.

The first annual meeting of the Unit Owners shall be called for a date which is no more than one year after the First Unit Closing. At the end of the Sponsor Control Period, the initial members designated by the Sponsor shall resign and the Board of Managers will consist of four (4) persons elected by the Unit Owners and one (1) person designated by the Non-Residential Unit Owner. However, as long as Sponsor or a Sponsor-designee owns a Unit, it will be entitled to appoint one (1) member of the Residential Board. Each Unit Owner, including the Sponsor or its designee, 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.

The Unit Owners' annual meetings shall be held on or about the anniversary of the date of the first annual meeting. Notice of the annual meeting of Unit Owners or of any special meetings of Unit Owners shall be given by the Secretary, as directed by the Board of Managers, to all Unit Owners not less than ten (10) days or more than thirty (30) days before such meeting. Minutes of all meetings of Unit Owners and all meetings of the Board of Managers shall be kept by the Board, together with records of all actions taken by the Board and the financial records of the Condominium. The Board shall retain an independent certified public accountant to prepare an annual report of the receipts and expenditures of the Condominium, which report shall be promptly sent to each Unit Owner.

Special meetings of the Board of Managers shall be held when called by the President of the Board of Managers as directed by the Board of Managers or upon a petition signed by Unit Owners representing a majority in interest of the Common Elements having been presented to the Secretary of the Board.

After the Sponsor Control Period, each of the members of the five (5) member Condominium Board will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members elected by the Sponsor, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner to be eligible for election. Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee, members of the Board may be removed from office, with or without cause, by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%). Board members elected by the Sponsor or a Sponsor-designee may only be removed for cause by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%), excluding Sponsor's vote. In the event of such removal, the Sponsor or Sponsor-designee shall have the exclusive right to designate a replacement for such removed member of

the Board of Managers.

No members of the Board of Managers will receive any compensation from the Condominium for acting as such.

The Board will be responsible for management and maintenance of the Condominium. It will have the powers and duties necessary for the administration of the affairs of the Condominium and may perform any act necessary to accomplish this, as long as it is consistent with the Declaration, By-Laws, and applicable law. Such acts include (a) determination, collection, and enforcement of the obligations of Unit Owners to pay Common Charges; (b) employment and dismissal of personnel; (c) providing for insurance with respect to Common Elements; (d) adoption of rules relating to use and operation of the Property; (e) hiring of a managing agent and contractors and service companies in connection with the performance of the Board's responsibilities; (f) establishing an operating budget for the Condominium; (g) maintaining and making all required repairs and replacements to the portions of the Property which is the responsibility of the Board to maintain and replace; and, (h) on behalf of the Unit Owners, incurring debt on such terms and conditions as the Board will agree to provide for major and minor maintenance, repairs, additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence and similar purposes (the repayment of any and all such debt may be secured and paid as provided in Section 339-jj of the New York Real Property Law).

Members of the Board will have no liability to the Unit Owners or third parties for errors of judgment, negligence, or otherwise, except for errors constituting willful misconduct or bad faith. The Unit Owners will severally indemnify the members of the Board against any liability or claims except those arising out of their bad faith or willful misconduct, but the liability of any Unit Owner on account of such indemnification will be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. In order to limit the liability of the Unit Owners and the members of the Board, any contract or other commitment made by the Board will state that it is made by the Board only as agent for the Unit Owners, that the members of the Board will have no personal liability on any such contract or commitment (except as Unit Owners), and that the liability of any Unit Owner on any such contract or commitment will be limited to such proportionate share of the total liability thereunder as the Common Interest such Unit Owner bears to the aggregate Common Interest of all Unit Owners.

Since the Condominium By-Laws do not require that a majority of the Board be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control, Purchasers for their own occupancy may never gain control of the Board and owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on the management of the Condominium.

Officers

The principal officers of the Condominium shall be a President, Secretary and Treasurer,

all of whom shall be elected by the Board.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Secretary shall be empowered to take and keep minutes and of all meetings and to keep the books and records of the Condominium.

The Treasurer shall be responsible for overseeing the finances of the Condominium and for keeping the financial records and books of the Condominium.

The Board of Managers, in its discretion shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium.

Amendments to Declaration and By-Laws; Termination of Condominium

The By-Laws may be amended at any Unit Owners' meeting provided (a) the notice of meeting contains a full statement of the proposed amendment, (b) the amendment is approved by sixty-seven percent (67%) of the Unit Owners in number and in Common Interest at a duly called meeting of Unit Owners and (c) the amendment is duly recorded as an amendment to the Declaration and By-Laws; provided, however, that any amendment to the By-Laws that is material in nature must be approved by at least fifty-one (51%) of the Registered Mortgagees. No amendment may affect a Unit Owner's interest or the interest of a mortgage holder in a Unit or adversely affect the Sponsor's rights.

The Declaration may be amended by the Board of Managers upon a vote of sixty-seven percent (67%) of the Unit Owners in number and in Common Interest held at a duly called meeting of Unit Owners provided, however, that any amendment to the Declaration that is material in nature must be approved by at least fifty-one (51%) of the Registered Mortgagees.

The Condominium may not be terminated unless at least eighty percent (80%) of the Unit Owners in number and in Common Interest and at least fifty-one (51%) of the Registered Mortgagees, if any, of the same Units agree to the withdrawal of the Property from the provisions of Article 9-B of the Real Property Law. The Sponsor or its nominee will not cast any of its votes for withdrawal unless sixty-seven percent (67%) or more of the Unit Owners and at least fifty-one (51%) of the Registered Mortgagees other than the Sponsor so vote, in which event the Sponsor will be free to cast its votes either for or against withdrawal.

Notwithstanding anything to the contrary contained herein, approval of the Registered Mortgagees or Registered Guarantors may be implied when the Registered Mortgagee or Registered Guarantor fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sale or Lease of Units by Unit Owners Subject to Right of First Refusal

Tenants of any lease of a Unit 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 or the New York City Rent Stabilization Code, as such laws are presently in effect.

Other than a sale or lease by Sponsor or a successor of Sponsor, any lease or sale of a Unit shall be subject to the Board's right of first refusal. See Article XI of the By-Laws.

Any contract to sell a Unit, together with the Appurtenant Interests, and any lease of any Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after such bona fide Sale Agreement or Lease Agreement 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, or overnight mail, which notice shall be accompanied by a copy of the fully executed Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror"). The sending of this notice 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 Board or to its designee, corporate or otherwise, on behalf of all Unit Owners. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand, the Offeree Unit Owner shall submit to the Board, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Board may reasonably request.

The right of first refusal held by the Board is more fully described in the By-Laws set forth in Part II of the Plan.

Prohibition Against Advertising.

Purchaser covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease prior to the closing of title and for one (1) year thereafter. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default under the Purchase Agreement, entitling Sponsor to the remedies set forth in Article 12 of the Purchase Agreement.

These provisions shall survive the closing of title.

Mortgaging of Units by Unit Owners

Each Unit Owner has the right to mortgage his or her Unit, provided that (i) the mortgage shall be substantially in the form of the New York statutory form of mortgage, (ii) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note, (iii) the mortgage states that if consent by the mortgagee is required to any amendment to the Condominium Declaration and By-Laws such consent will not be unreasonably withheld or delayed, and (iv) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a Permitted Mortgage. Notwithstanding the foregoing, the Sponsor and Sponsor's designee shall have the right to mortgage their Units without restriction or limitation, but any such mortgage shall contain the representations in clauses (iii) and (iv) of this paragraph (if applicable). The Unit Owner will be responsible for interest and amortization payments on the mortgage encumbering such Unit Owner's Unit. A Unit will not be subject to the lien of any mortgage placed by other Unit Owners on their Units.

Common Charges and Assessments

The Board of Managers will prepare and furnish its budget to the Unit Owners from time to time and at least once a year. Based upon such budget and any modifications thereof approved by the Board of Managers, the Unit Owners will be charged for the cost of the operation of the Condominium in accordance with their percentage of interest in the Common Elements. The Board of Managers may commence the collection of Common Charges upon the closing of title to the first Unit or thereafter in such amount as will be necessary to carry out the duties of the Board of Managers, as set forth in this Offering Plan. Such Common Charges shall be paid by the Unit Owners and by Sponsor as Owner of Units that have not been sold to bona fide Purchasers. Each Unit Owner will be responsible to pay the Common Charges allocable to his or her Unit monthly in advance on the first day of each month, commencing with the closing of title to his or her Unit. Common Charges assessed during the month in which title closes shall be adjusted between the Purchaser and the Sponsor as of the Closing Date, if collection of Common Charges has commenced on or before said date.

The Common Charges assessed by the Board of Managers, in addition to covering the cost of repairing and maintaining the Common Elements including but not limited to, fire and liability insurance covering the Condominium, electricity for the Common Elements, water, audit and legal expenses and reserves for capital expenditures, may include, in the discretion of the Board of Managers, other reserves, working capital and other sums necessary to carry on the affairs of the Condominium.

The Common Charges will not include maintenance, repairs or decoration of any Units or portions thereof (except for structural repairs), payments required pursuant to the terms of any Unit

Owner's mortgage, or real estate taxes covering the individual Units.

The liability of each Unit Owner for the payment of the Common Charges thereafter assessed or becoming due against his or her other Unit, shall terminate upon a permissible sale, transfer or other conveyance of such Unit together with the appurtenant interest in the Common Elements made by him or her in accordance with the applicable provisions of the By-Laws. In addition, any Unit Owner may, subject to the terms and conditions specified in the By-Laws, convey his or her Unit together with the appurtenant interest to the Board of Managers or its nominee on behalf of all other Unit Owners, without any compensation, and in such event shall be exempt from Common Charges thereafter assessed. A Purchaser of a Unit shall be required by the Board of Managers to pay unpaid Common Charges assessed against the Unit prior to his or her acquisition, except that a mortgagee acquiring title to the mortgaged Unit or a Purchaser at a foreclosure sale shall not be liable for such charges and the Unit shall not be subject to a lien for the payment of the Common Charges assessed prior to the acquisition of title thereto by a mortgagee or Purchaser at a foreclosure sale. However, such mortgagee or Purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title. After the Board of Managers files a lien for unpaid Common Charges and in the event the lien is foreclosed by the Board of Managers, if the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid Common Charges or if a Unit is acquired by a mortgagee or Purchaser in foreclosure, the unpaid balance shall be charged to all Unit Owners as a Common Expense. If there is any surplus remaining from the proceeds of a foreclosure sale after payment of the indebtedness and all the expenses of the sale, the surplus shall be paid to the Unit Owner.

Pursuant to Section 339-z of the Condominium Act, the Board of Managers, on behalf of the Unit Owners, will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Under Section 339-aa of the Condominium Act, a lien for non-payment of Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the office of the County Clerk in New York County, and until all sums secured thereby, with the interest accrued thereon at twelve percent (12%) per annum shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever is earlier. The lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges, without necessarily filing the lien. Sponsor will cause the Board of Managers to file a lien, as provided in Section 339-aa of the Condominium Act, on Units in which a Purchaser is more than ninety (90) days in arrears of Common Charges while it is in control of the Board of Managers. Sponsor will cause the Board of Managers to file a lien, as provided in section 399-aa of the Condominium Act, on Units in which Sponsor is more than thirty (30) days in arrears of common charges while it is in control of the Board of Managers.

Pursuant to Section 339-kk of the Condominium Act, if a non-occupying owner rents any Unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in writing, all rental payments from the tenant shall be directly payable to the Condominium Association.

If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board of Managers shall provide a timely written notice to the tenants, the non-occupying owner, the Registered Mortgagee, and the Registered Guarantor, providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the Board of Managers has been elected by and from among the Unit Owners who are in occupancy, the Board of Managers may elect not to require that rental payments be made payable to the Condominium. 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 (3) 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 Condominium'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 (30) days of the date that such Board receives notice that such owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. 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.

Notwithstanding the foregoing, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for the Unit’s unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the mortgagee. If the Condominium Associations lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

Sponsor is reserving the right to delay the collection of Common Charges until such time into the future. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments required by lenders. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless

of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers.

Repairs

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, in or to (a) any Unit including Limited Common Elements to the Unit (other than to the Common Elements contained therein), will be made by the Unit Owner at the Unit Owner's sole cost and expense; and (b) in or to the Common Elements will be made by the Board of Managers and the cost thereof will be a Common Expense.

All maintenance, repairs and replacement of the Common Elements of the Property, including, but not limited to, exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the Common Elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a Common Expense, except where such repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner to whom the Common Element is restricted in use, in which event the cost and expense shall be assessed to and paid for by such Unit Owner. All repairs, replacements, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, or the exterior surface of any Building, including roofs, or to any generally visible portion of the Common Elements, shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor. In the event that a Unit Owner fails to make any maintenance replacements or repair, which maintenance, replacements or repair is necessary to protect any of the Common Elements, any other Unit, or, in the event of service of a Building Department violation notice covering the Unit upon the Board of Managers, the Board of Managers shall have the right to make such maintenance, replacements or repair (after the failure of the Unit Owner to do so after ten (10) days' written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs, replacements, and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs, replacements or maintenance to his Unit or for repairs to any Common Elements restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common Charges due from said Unit Owner, and

the Board of Managers shall be entitled to bring suit to compel payment. In the event the Board of Managers brings a suit, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The interior glass surfaces of all windows located in the Units are to be cleaned at the Unit Owner's expense. The exterior surfaces of all Unit windows shall be cleaned by the Board of Managers and the cost shall be a Common Expense. Broken window glass in a Unit shall be replaced by the Unit Owner at the Unit Owner's sole cost and expense, unless such breakage was caused by the Board of Managers or its agents, in which case replacement shall be made by the Board of Managers at its sole cost and expense. Entrance doors to Units and the roof of the Building shall be maintained and repaired by the Board of Managers unless the damage thereto was caused by a Unit Owner in which case the Board of Managers shall make the repair and charge the Unit Owner accordingly.

The Board of Managers and/or any agent of the Board of Managers shall have the right of access (which right shall be an easement) to inspect any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit or appurtenant to such Unit, or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage covering another Unit, or for the purpose of removing violations or curing defaults by Unit Owners, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use for which the Unit was intended. No prior notice shall be required if the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property or its residents or to avoid the suspension of any necessary service.

Additions, Alterations and Improvements

No Unit Owner may make any addition, alteration or improvement to the Common Elements.

No Unit Owner shall make any structural addition, alteration, repair or improvement in his or her Unit, Limited Common Elements, or to the Common Elements appurtenant to his or her Unit, without the prior written approval of the Board of Managers, which approval will not be unreasonably withheld, provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. Notwithstanding anything to the contrary contained herein, Sponsor shall be permitted to make any lawful alterations to Unsold Units without the consent of the Board of Managers except for structural alterations that would have a material effect on the structural integrity of the Building. In addition, no such additions, alterations or Unit Owner's improvements may be made unless the consent of the Unit mortgagee (if any) is obtained, if such consent is required under the terms of the Unit Owner's mortgage. Except as

otherwise provided with respect to alterations by the Sponsor or Sponsor's designee, no application shall be filed with the New York City Buildings Department or with any other governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing executed by the Board of Managers. Such execution shall not subject the Board of Managers or any of its members to any liability to any contractor, subcontractor, material man, architect or engineer, by reason of such addition, alteration or improvement or to any person having any claim for injury to person or damage to Property arising therefrom. If requested by the Board of Managers, a Unit Owner shall indemnify the Board of Managers for loss, damage or liability resulting in any way from execution of any such documents executed by the Board of Managers or any of its Members.

Prior to and as a condition of granting consent to the making of a structural alteration, addition, repair or improvement to a Unit, the Board of Managers may require the Unit Owner to deliver plans and specifications to the Board of Managers and to execute an agreement in the form required by the Board of Managers, setting forth the terms and conditions under which the proposed work is to be done, including, without limitation the days and hours during which the work is to be done. The Unit Owner shall also provide the Board of Managers, if required, with a copies of all insurance policies in the form required by the Board of Managers insuring all work to be performed by the Unit Owner and naming the Condominium and mortgagee, if applicable, as an additional insured.

Notwithstanding the foregoing, there are no additional requirements in the by-laws regarding aesthetic controls or architectural restrictions for additions, alterations or improvements to individual units.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance, including water damage, insuring the Building, including all of the Units and the bathroom and kitchen equipment initially installed therein by the Sponsor, together with all heating, air conditioning equipment and other service machinery contained therein (but not including wall, ceiling or floor decorations or coverings, or furniture, furnishings, fixtures, equipment or other personal property supplied or installed by Unit Owners), covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Building (exclusive of the cost of excavations, pilings and foundations). Each of such policies shall contain a New York Standard Mortgagee Clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payable provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth, and such other insurance as the Board of Managers may determine.

The amount of fire insurance to be maintained on the Building upon the transfer of title to

all Units and until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will not be less than one hundred percent (100%) of replacement value of the Building. The Board of Managers shall review the amount of fire insurance annually. Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy.

The Board of Managers will arrange for repair of the Units in the event of a casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units after fire, casualty or condemnation see Article Seven of the By-Laws which provides, among other things, for Unit Owners' approval to reconstruct in the event seventy-five percent (75%) or more of the Units are destroyed or substantially damaged. In the event of a casualty loss, the Unit Owner will continue to pay the Common Charges on his Unit.

The proceeds of all policies of physical damage insurance carried by the Board of Managers shall be payable to the Board of Managers in the event of a casualty loss amounting to $100,000 or less, and to the "Insurance Trustee" if the loss shall amount to more than $100,000 to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners, as hereinafter set forth. The Insurance Trustee shall be designated by the Board of Managers and shall be a bank or trust company located in the State of New York. In the event that the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall hold all proceeds of insurance policies in accordance with Section 254.4 of the Real Property Law. Until such time that the mortgage lien held by the Sponsor's remains outstanding, the Construction Lender shall act as Insurance Trustee.

The comprehensive general liability insurance policy to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners, will have a limit of $1,000,000, covering all claims arising out of any one occurrence in the Common Elements and a limit of $2,000,000 in the aggregate, a portion of which may be covered via an umbrella policy.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense. The Board of Managers may also obtain and maintain, to the extent obtainable: (1) fidelity insurance covering all officers and employees of the Condominium who handle Condominium funds; (2) worker's compensation insurance; and (3) in order to limit the liability of Unit Owners for personal injury and tort, comprehensive general liability insurance covering each Member of the Board of Managers and each Unit Owner for such amounts as the Board of Managers may deem proper. The Board of Managers shall review such limits once each year. See Schedule B for the estimated cost of insurance for the Condominium for the first year of operations.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or the invalidity arising from any acts of the insured or any Unit Owners and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the Unit Owners, and Registered Mortgagees and Registered Guarantors. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the current policies.

In addition to the insurance set forth herein, Unit Owners must obtain supplemental or additional insure their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

Restrictions on Occupancy and Use

Restrictions on and conditions for occupancy of Units, including aesthetic controls and limitations on business and professional use, appear in the House Rules appended to the Condominium By-Laws in Part II of the Plan. In addition, the Units will be restricted to residential uses as well as "home occupation" uses as defined in the Zoning Resolution in Section 12-10. Home occupations cannot have more than one (1) employee and not more than twenty-five percent (25%) of a Unit's space may be dedicated to such use.

A summary of some of the rules governing the occupancy and use of Units follows:

Owners of a Unit, members of their families, their employees, guests and their pets shall not use or permit the use of the Premises in any manner which would be illegal or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium. Sponsor shall not use or permit the use of the Premises in any manner which would be illegal.

No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of his or her Unit.

No Unit Owner or any of his or her agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit any inflammable combustible or explosive fluid, material, chemical or substance, except for normal household use.

No Unit Owner shall make or permit any disturbing noises in his or her Unit, or do or

permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a computer for purposes of listening to music, phonograph, tape, radio or television set or similar loud device in such Owner's Unit between the hours of 12:00 Midnight and the following 7:00 A.M. if the same shall reasonably disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M.

No garments, rugs, etc., shall be hung from the windows or from any part of the Building or balconies or clotheslines strung, on, across or over the Common Elements or the Limited Common Elements (including any irrevocably restricted areas).

No sign of any kind shall be displayed to the public view on or in any Unit.

No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion. In no event shall more than two (2) animals shall be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash.

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

No Unit Owner shall leave or permit any personal property (i.e., bicycles, carriages, etc.) to be left in the hallways, corridors, lobby or other common areas or to be left on the terraces, unless in a place specifically designated for same, by the Board of Managers or the Managing Agent.

Limited Common Elements consist of the portions of the Property (other than the Units and the Common Elements) existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. The Limited Common Elements in this Building are as follows:

- There are balconies for Units 3E, 4E, 5E, 6E, 7E, 8E, 9D, 10D. These balconies are allocated to their appurtenant Unit as a Limited Common Element.
- There are terraces for Units 7B, 7C, 7D, 7E, 8A, 8F, 8G, 8H, 9B, 9C, 9D, 10A, 10E,

10F, 11A, 11B, 11C, 11D, 11F, 12A, and 12D. These terraces are allocated to their appurtenant Unit as a Limited Common Element. The roof terrace is a Common Element for all Units.

The Building is located in Zoning District C5-2A, within the Special Downtown Zoning District (DB). A C5 district is a central commercial district which allows retail frontage intended for offices and retail establishments that serve the area. The Special Downtown Brooklyn District is a unique mixed use area functioning as the economic, civic and retail center of the borough. The district includes a hub of office buildings, courthouses and government buildings, major academic and cultural institutions, and active retail corridors. It is surrounded by historic residential neighborhoods. Use Groups 1-6 and 9-11 permit both residential and non-residential uses within the immediate area.

The provisions set forth above shall not be applicable to the Sponsor. The Sponsor and its nominees and agents shall have the right and privilege to maintain general and local sales offices in and about the Condominium, including any model Units located within the Condominium Building or elsewhere throughout the Property, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective Purchasers, to utilize the Common Elements and without limitation, to do any and all things necessary and incident to the sale of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to market and sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. The Sponsor shall have the right to use Common Elements and Limited Common Elements in the construction, repair or otherwise in connection with the building and maintenance of the Building.

The Board of Managers shall sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such structural addition, alteration or improvement made by Sponsor or its designee to any Unit, provided, however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers. However, Sponsor shall not make any material changes to the Condominium without a duly filed amendment to the Plan.

Compliance with By-Laws and Rules and Regulations

Rules and regulations concerning the use of the Property and Units may be promulgated and amended from time to time by the Board of Managers, provided that copies of such Rules and

Regulations are furnished to each Unit Owner prior to the time that they become effective. The initial Rules and Regulations of the Condominium are contained in Part II of the Plan.

Each Unit Owner must comply strictly with the By-Laws and the rules, regulations, resolutions and decisions adopted pursuant thereto. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance.

A Manager may be removed for cause by a majority vote of the Unit Owners.

The powers of the Board of Managers are set forth in Article III of the By-Laws. Among those powers and duties necessary for administration of the affairs, which generally include all powers and duties relating to the Property and business affairs of the Condominium other than that specifically directed or required to be done by the Unit Owners personally, including, without limitation, the following:

(i) To determine the amount of, collect and disburse the Common Charges, including the right to accumulate a reserve for capital replacements.

(ii) To make reasonable Rules and Regulations in addition to those set forth in the By-Laws and to enforce them.

(iii) To employ others, including a management agent, and to delegate powers.

(iv) To maintain, make repairs to and replacements of the Common Elements and Limited Common Elements including exterior walls, roofs, pipes, wire conduit and public utility lines, any of which is located in one Unit and services another Unit, and painting of exterior surfaces of doors and windows which open from a Unit. However, a Unit Owner shall be responsible for the maintenance of his Unit including electric repairs, plumbing stoppage, window cleaning, painting and decorating in the Unit, all glass breakage, pipes, wires and conduits in and servicing the same Unit and repairs and replacements to the Unit.

(v) To choose officers of the Condominium which officers shall include a President who shall be the chief executive officer of the Condominium, shall preside at all meetings of the Unit Owners and Board of Managers and be an ex-officio member of all committees; a Secretary who shall record all votes and take and keep minutes of all meetings of the Unit Owner and Board of Managers; and a Treasurer who shall be responsible for overseeing the finances of the Condominium funds and for keeping the financial budget and record of the Condominium or overseeing them if kept by the Managing Agent.

(vi) To maintain Condominium bank accounts.

(vii) To bring and defend actions on behalf of the Condominium including foreclosure of liens for unpaid Common Charges.

(viii) To acquire title to any abandoned Unit or Units under foreclosure.

(ix) To make repairs, restore or alter any Unit or the Common Elements after damage by fire or other casualty or condemnation.

(x) To enter a Unit when necessary for the maintenance, care and preservation of the Property.

(xi) To furnish annually, at the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners meeting. A Unit Owners, his/her representatives and mortgagee may examine the Condominium books and records upon reasonable notice and during normal business hours.

(xii) To act as an agent of those Unit Owners, if any, who give their written authorization to apply to the New York City real estate tax assessment agency by filing a single protest or complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Unit Owners for whom it is acting as agent and charge those Unit Owners a pro-rata share of expenses, disbursements and legal fees.

Right of Action

The Board and any aggrieved Unit Owner shall have the right of action against Unit Owners or the Board for failure to comply with the Declaration, By-Laws, or decisions of the Board.

Enforcement of Sponsor's Obligations

Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board. Sponsor agrees that during the Sponsor Control Period it will in its capacity as the Board enforce such obligation when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

Voting

Each Unit Owner, or some person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to the Unit Owner's Unit at all meetings of Unit Owners. The total number of votes of all Unit Owners shall be 1,000,000 and each Unit Owner shall be entitled to cast one vote at all meetings of the Units Owners for each 0.0001% of interest in the Common Elements applicable to the Unit Owner's Unit.

Notices to Registered Mortgagees and Registered Guarantors

The Registered Mortgagee and Registered Guarantors will be notified within ten (10) days by certified or registered mail, with a "return receipt" requested in the event of the following:

(i) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;

(ii) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;

(iii) A lapse, cancellation, or material modification of any insurance policy maintained by the Condominium Association; and

(iv) Any proposed action that requires the consent of fifty-one percent (51%) of the Registered Mortgagees and Registered Guarantors.

Replacement Reserve

The Board of Managers, at all times shall maintain a Replacement Reserve in an amount as set forth in the Budget of the Condominium. The funds in the Replacement Reserve shall be used for the maintenance, repair and replacement of the Common Elements of the Building, including, but not limited to, systems such as plumbing, electrical, structural, roofing and heating.

Insurance

The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum coverage as established by the Condominium Board from time to time and (b) owner's

"all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements, and betterments and loss due to water damage). The insurance required above shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) day's written notice from the Condominium Board or the Managing Agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. The Condominium Board and the Managing Agent shall not be responsible for ensuring that Unit Owners are insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Condominium Board, as required, the Condominium Board may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Condominium Board may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner. Sponsor will maintain commercially reasonable insurance coverage for each of the Units owned by Sponsor after closing.

THE FOREGOING SUMMARY IS NOT INTENDED TO BE A COMPLETE DISCUSSION OF THE BY-LAWS OR DECLARATION. PROSPECTIVE PURCHASERS OR THEIR ATTORNEYS OR ADVISORS SHOULD REVIEW THE BY-LAWS, DECLARATION AND OTHER IMPORTANT DOCUMENTS SET FORTH IN PART II OF THE PLAN.

REAL ESTATE TAXES

Real estate taxes are assessed and collected by the City of New York. The Property is currently classified as a Tax Class 4 property (commercial) and will be Tax Class 2 (residential building with more than three units or floors) upon completion of the improvements.

Once Units are separately assessed for real estate taxes, each Unit Owner will be responsible only for payment of the tax bill attributable to Unit Owner's Unit, and will not be responsible for paying the tax bill attributable any other Unit. Likewise, with separate assessments, one Unit cannot be subject to a tax lien arising out of another Unit Owner's failure to pay the taxes due on that other Unit Owner's Unit.

Certain Purchasers of Residential Units, including senior citizens and veterans, may be exempt, in whole or in part, from real estate taxes. Each potential Purchaser should consult his or her own tax advisor as to the availability of such exemptions.

Submission of the Declaration and Tax Lot Drawings to the New York City Real Property Assessment Bureau for review is one of the first steps in the process by which the Units will become separate tax lots. The timing of this submission generally depends upon the date the Plan is declared effective, as typically the submission is not made until that time. As of the date of this Plan, Sponsor has no reason to anticipate any delay other than normal governmental processing time in effectuating creation of separate tax lots and individual Unit assessments.

Purchasers are advised, however, that due to the City's schedule in assessing real property generally, it is possible that separate assessments of Units may not be made for six to twelve months after separate tax lots legally are established. That is, separate tax lots may be established (thereby enabling Sponsor to convey Units to Purchasers), but separate assessments may follow some months later. Thus, for a period of time following establishment of separate tax lots, one tax bill may still be rendered for the entire Property. Details of how the tax bill will be paid under these circumstances and Purchasers' responsibilities for contributing their proportionate share of same, are included in Part I of this Plan, entitled "Unit Closing Costs and Adjustments."

Assessment and Tax Certiorari Proceedings

The Board of Managers shall have the right accorded condominium boards of managers in Section 339-y of the Condominium Act, on behalf of and as agent for any Unit Owner who has given written authorization to the Board of Managers, to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Unit, as set forth in the By-Laws. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom. The Board of Managers may retain legal counsel on behalf of Unit Owners for which it is acting as agent and charge all such Unit Owners a pro-rata share of expenses, disbursements, and legal fees, for which charges the Board of Managers shall have a lien as if for Common Charges, pursuant to Section 339-z of the Condominium Act. If any Unit Owner seeks individually

,to have the assessed value of said Owner's Unit reduced, by bringing a separate tax certiorari proceeding, the Board of Managers, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided such Unit Owner indemnifies the Board of Managers and all other Unit Owners from all costs, claims and expenses (including, without limitation, reasonable attorney's fees and expenses), resulting from such proceedings.

There are no tax certiorari proceedings currently pending for the Property.

Real Estate Tax Projection

The New York City Department of Finance ("DOF") assesses the values on all New York City residential and commercial properties annually. The Department of Finance releases tentative assessments of the property value of every property in January of every year and final assessments every May, prior to the beginning of each tax year, which begins July 1. Real Property tax rates, set each year by the City Council are applied to these property values to determine each homeowner's annual tax liability.

The property tax assessment process commences when the city's assessors determine the *market value* of the property. Despite the given name "*market value*", this value has little to do with the actual value of the property (what someone would actually pay for acquisition of the property). In some neighborhoods the *market values* are close to actual property values. In others they can be as little as 5% of true values. Even within neighborhoods there can be wide variations. Property tax is only levied on a portion of the *market value*. This portion is called the *assessed value*. In regard to Condominiums with more than three (3) dwelling units, taxes are levied on 45% of the *market value*.

Sponsor retained Metropolitan Realty Exemptions, Inc., ("MRE") to provide an opinion on the projected real estate taxes payable by Residential Unit owners (the "Property Tax Projection Letter"). Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter supplied by MRE. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter to provide prospective purchasers the information related to the property taxes for the Building set forth herein, and shall have no liability to any party with regards to any miscalculation or misrepresentation made in the Property Tax Projection Letter. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by MRE thoroughly and to consult with their own tax counsel or expert regarding same.

The policy of DOF is to apportion each Unit's real estate taxes based on its Common Interest. However, the City of New York is not bound by the allocation of Common Interests and may allocate on a different basis. SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS, OR THE TAX RATE WILL NOT BE CHANGED.

There is no assurance the taxing authority will allocate taxes based on relative apartment size, apartment height, and unit-specific features, as provided in the analysis by MRE. It is therefore possible that owners of Units having the same percentage of Common Interest will pay different amounts of real estate taxes.

No representation or warranty can be made as to (a) whether there will be (i) a further increase in the actual valuation of the Property during the projected budget year or (ii) an increase in the assessed valuation of the Property by reason of the condominium conversion or otherwise, or (b) the method of determining the assessed valuation (whether on a rent roll, market or other basis) or (c) the amount of any increase in the assessed valuation of the Property.

If separate tax assessments have not been made for individual units prior to the closing of title to a Unit, Sponsor will collect from each Purchaser at closing, and will place in escrow in a separate account established by the Sponsor for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes), based on the method of allocation described above. If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Section 2.10(r) of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a Special Assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

Prospective Purchasers are advised to read the full text of the real estate tax analysis by MRE on the following page for details about the projected real estate tax assessments.

July 24, 2018

335 West 35 Owner LLC
42 West 18 Street, 4 Floor
New York, NY 10011

RE: 335 West 35 Street
Manhattan, NY
Block & Lot: 759 – 18

Letter of Opinion Regarding ICAP Real Estate Tax Abatement Benefits and Tax Liabilities

Dear Sir,

You have requested us to advise you with our opinion in respect to the applicability of the above property for partial real estate tax abatement under Section ICAP of the Real Property Tax Law of the State of New York ("Section ICAP") and the regulations adopted by the Department of Housing Preservation and Development, and the Industrial and Commercial Abatement Program (ICAP) and the regulations adopted by the Department of Finance, as amended. In addition to advising an estimate of the real tax liabilities with and without the above-mentioned program and their benefits.

ICAP Real Estate Tax Benefits
The ICAP abatement is granted on that portion of a property's assessed valuation known as the abatement base. The abatement base for each year is limited to the increase in assessed valuation solely attributable to improvements made to the commercial portion of the property.
The ICAP program has replaced the Industrial and Commercial Incentive Program (ICIP) in New York City. The Industrial and Commercial Abatement Program (ICAP) reduces a portion of the increase in real property taxes due to new construction, modernization or rehabilitation of industrial/commercial buildings, by providing up to a maximum of 25-year property tax abatements for qualified projects.

Eligible ICAP applicants receive an abatement of their taxes equal to a percentage of the "Abatement Base". The "Abatement Base" is equal to the "Post-completion Tax" minus 115% of the "Initial Tax". The "Post-completion Tax" is the taxable assessed value (the lower of the actual or transitional assessed values) shown on the assessment roll with a taxable status date immediately following the earlier of either, upon the completion of construction (issuance of a Final Certificate of Occupancy), or four years from the date of issuance of the project's first

building permit multiplied by the "Initial Tax Rate". The "Initial Tax Rate" is the tax rate applicable to the assessment roll with a taxable status date immediately preceding the issuance of the first building permit.
The "Initial Tax" is the taxable assessed value indicated on the assessment roll with a taxable status date immediately preceding issuance of the first building permit multiplied by "Initial Tax Rate". Neither the post completion Tax nor the Initial Tax include the assessed value of the subject property's land, and the ICAP abatement is not available to reduce the real estate tax attributable to its land.

Commercial retail projects receive the abatement outlined above on the increase in assessed value attributable to the improvements made, for a period of 11 years, followed by 4 years of abatement declining 20 percent phase out per year.

Commercial projects without retail space in designated special abatement areas receive the abatement outlined above for 16 years, with the abatement declining by 10 percent annually for the following consecutive 9 years.

For buildings consisting of only retail space, mixed use retail/commercial or retail/residential space - in designated special abatement areas - 10% (of the total building) retail space and all non-retail commercial space, will get 25 years of benefits. The remaining 90% (of the total building) retail space will receive only 15 years of benefits. The subject project is located in the designated special abatement area.

Renovation projects in renovation areas (South of 59th Street excluding lower Manhattan/Garment District) will receive the abatement outlined above for a period of 5 years of 100% benefits, followed by additional 4 years in which the benefits will decline in a 20 percent phase out per year, followed by another one year in which the property will benefit from 20% of the abatement benefit amount. Retail space in excess of 5% receives no abatement.

Renovation projects in the Garment District, will receive the abatement outlined above for a period of 8 years of 100% benefits, followed by 4 years of the abatement declining in a 20 percent phase out per year. Retail space in excess of 5% receives no abatement.

It is important to note that the ICAP benefits are implemented only following the initial tax year (July 1 of any year) after completion of construction. Completion of construction is determined upon issuance of a Final Certificate of Occupancy.

Eligibility Requirements
A preliminary applications must be filed prior to the issuance of the first building permit (or, if no permit is required, prior to the start of construction). Projects will NOT receive benefits if a building permit is issued prior to filing a preliminary application.

The final application must be filed within one year from the date of the issuance of the building permit, or if no permit is required, within one year from the start date of construction. The final application may be filed no later than one year after the issuance of the initial permit or the commencement of construction.

Time Limit for Construction
There is a 5-year time limit in which to complete construction. Failure to do so will result in termination of inflation protection, if applicable.

Minimum Required Expenditure (MRE)
The MRE for all projects is 30% of the property's assessed value in the tax year with a taxable status date immediately preceding the date of issuance of the project's first building permit. Applicants have 4 years from the date of issuance of the first building permit in which to spend the full MRE.
In rendering this opinion we have relied upon the following facts and information:

1. Based upon information received from you and your architect, a commercial building will be renovated/converted, to include a total of 71 residential condo dwelling units, in addition there will be approximately 13,922 gross square feet of commercial space.

2. The building will be constructed substantially in accordance with the plans and specifications approved by the New York City Department of Buildings, and comply with the requirements of section ICAP, the Regulations, and New York City Department of Buildings is notified of any modifications to plans for the building.

Based upon the foregoing information furnished to us by you and your architect, and subject to your timely completion of work and filing of all documentation pursuant to Section ICAP of the Real Property Tax Law and applicable rules and regulations as is required to obtain the benefits thereof, and assuming presently applicable Section ICAP provisions apply, it is our opinion that:

- The premises, after construction is completed, will be eligible for real estate tax abatement under Section ICAP for 12 years as outlined above.

- All Section ICAP partial real estate tax benefits may be revoked or reduced if the application misstates or omits to state a material fact and/or for non-payment or underpayment of taxes and for certain other reasons.

Estimated Real Estate Tax Liabilities
As per The Rules & Regulations, a condo declaration or a non-action condo declaration is required to be filed with the Attorney General's office to subdivide the commercial space from the residential space to create separate tax lots. Subsequently, upon implementation and effectiveness of the condo declaration, The NYC Department of Finance will apply the ICAP tax abatement benefits to the commercial condo tax lot only. As per The Rules and Regulations, the ICAP benefits cannot be implemented prior to the creation of the condo tax lot.

Following the subdivision of the tax lots by the condo, the real property tax liabilities will be divided, based upon the percentages of the residential/commercial spaces.

As per Rules and Regulations set by the Department of Finance multiple residential Class A units would be categorized as a tax Class 2, with a tax rate of 12.719%. The commercial portion of the property would be categorized as a tax Class 4 with a tax rate of 10.514% (i.e., $12.719 per $100 of assessed value, and $10.514 per $100 of assessed value, the final 2017/2018 tax rates).

The total assessed value and real estate tax liabilities will be approximately as follows:

Commercial Tax Liability without ICAP	
Assessed Value	$1,919,520
Commercial Tax Liability	$201,818
Commercial Tax Liability with ICAP	
Assessed Value	$1,919,520
Tax Liability	$201,818
ICAP Abatement Amount	-$31,693
Total Commercial Tax Liability	$170,126

Residential Tax liability	
Assessed Value	$9,237,340
Tax liabilities	$1,174,897

Real Estate Tax Liabilities for Tax Years 2018/2019 and 2019/2020
The Final Assessed Value of the property for tax year 2018/2019 is $4,119,210. Based on a commercial tax rate for Tax Class 4 of 10.514% (i.e., $10.514 per $100 of assessed value the final 2017/2018 tax rate), the tax liability is $523,922.
This amount will be the tax liability for tax year starting July 1, 2018 and ending June 30, 2019.

Lastly, following completion of construction, the total assessed value of the property (i.e., the aggregate assessment the retail and the residential units) is estimated to be $11,156,860.
The proposed commercial assessed value will be $2,227,534. With the retail space being categorized as a Tax Class 4, and assuming a tax rate of 10.514%, the projected tax liability will be approximately $201,818.

The proposed residential assessed value will be $8,969,660. With the residential units being categorized as a Tax Class 2, and assuming a tax rate of 12.719%, the projected tax liability will be approximately $1,174,897.

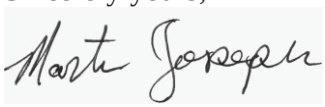
Important! Annual ICAP Renewal
Please note: All ICAP benefit recipients must complete a CCU (Certificate of Continuing Use) to renew the abatement annually.

You are to be advised that this projection is an estimate, as it is unlikely that the post-construction assessed value or tax rate will remain constant for the benefit period. Thus, the actual assessment and real estate tax for each unit may be more or less than the unit's proportionate share of the total assessment and tax amount shown.

This letter was prepared at the Sponsor's request. However, we make no representation that Section ICAP and/or ICAP benefits will be obtained if any items in the applications are not true, or if the assumptions above listed are incorrect, or if the ICAP and/or ICAP law, either statutory or decisional, or ICAP and/or ICAP rules and regulations, or present interpretations are modified or changed at the time the construction of the building are completed. In no event will my firm, the Sponsor, the

Sponsors' counsel, the Condominium Board or any other person be accountable if the assessed valuation when actually made is lesser or greater than predicted.

Sincerely yours,



Martin Joseph
Metropolitan Realty Exemptions, Inc.

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

Deductibility of Mortgage Interest and Real Estate Taxes

A Unit Owner will own his or her Unit in fee simple and each Unit will be a separate tax lot for real estate tax purposes. Therefore, each Unit Owner may mortgage his or her Unit with an institutional lender and will be liable for payment of mortgage interest and principal and any real estate taxes assessed against the Unit.

A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals.

A Unit Owner who uses a Unit for professional or business use or for the production of income, should be entitled, under present law, to a deduction for Federal and New York State income tax purposes for the real estate taxes paid on the Unit and for the interest paid on any mortgage covering the Unit.

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes.

Tax Status of Condominium

The Condominium will be managed by the Board of Managers, which shall collect the Common Charges on behalf of the Condominium. Although it is not clear whether the Condominium would be treated as an association taxable as a corporation for Federal tax purposes, there is substantial authority for such treatment. Assuming that it is a taxable entity, the

Condominium will file tax returns and be subject to the regular corporate income tax on its taxable income, and its taxable income would be computed as the excess of its gross income over its deductible expenses. However, any portion of the Common Charges that is segregated and used to finance specified capital expenditures should not be included in gross income.

Notwithstanding the foregoing, the Condominium should qualify under Section 528 of the Internal Revenue Code to be exempt from tax on certain income. If the Condominium meets all applicable requirements and properly makes the election, it may be exempt from tax on membership fees, dues and assessments from the Condominium Unit Owners.

No warranty is or can be made by Sponsor or any other person that the United States Treasury Department or the New York State Department of Taxation will allow the aforementioned deductions and no representation or warranty is or can be made that the tax law or the regulations or rulings issued thereunder, or any judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither Sponsor nor its counsel shall be liable if it is held that the Unit Owners are not entitled to such income tax deductions or to special exemptions as aforesaid due to changes in applicable law, regulation or decisional law. Neither counsel nor Sponsor shall have any liability should Unit Owners not be entitled to deductions if facts represented by Sponsor are not true.

TAX OPINION OF COUNSEL

MARANS WEISZ & NEWMAN LLC
29 BROADWAY · SUITE 2400 · NEW YORK, NY 10006 · 212 968-0244

January 8, 2019

NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC
250 Lafayette Street, 5th Floor
New York, NY 10012

Re: Offering Plan for: The Society House Condominium
Premises: The T.F. Chen Art Building
335 West 35th Street, New York, NY

To Whom It May Concern:

You have requested our opinion with regard to certain income tax matters relating to the Offering Plan (the "Plan") for The Society House Condominium (the "Condominium") including specifically the availability of certain deductions for federal, New York State and New York City income tax purposes with respect to payments of mortgage interest and real estate taxes by individual Unit Owners and the tax treatment to be received by the Condominium.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

You have advised us that the Sponsor will apply to the Department of Law of the State of New York to convert the premises located at 335 West 35th Street, New York, New York to condominium ownership pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York. The Condominium shall consist of Sixty-Six (66) Residential Units, Thirty-One (31) Licensed Storage Spaces, and One (1) Commercial Unit. Each Unit Owner will hold title to his or her Unit in fee simple plus an undivided interest in the Common Elements. Each Unit and its interest in the Common Elements will be taxed as a separate parcel for real estate tax purposes. Each Unit Owner may place a separate mortgage in accordance with the By-laws and the Plan, on his or her Unit and, by doing so incur direct liability for the interest payable on such mortgage. The Condominium will be operated by a Board of Managers which, pursuant to the By-Laws, will act as the agent of the Unit Owners. The primary function of the Board of Managers will be to collect the Common Charges and use such funds to supervise the maintenance and operation of the Common Elements.

In connection with this opinion, we have reviewed various documents included in the Plan, or as exhibits to the Plan, relating to the Condominium including the Declaration and By-Laws.

As part of this opinion, we hereby adopt the opinion of AKAM Associates, Inc. which

opined that the allocation of Common Interests (as such term is defined in the plan) assigned to each unit under this plan is consistent with Real Property Law 339-(i)(1)(iv), and as adopted is hereby incorporated into this opinion. The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and 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. We also hereby adopt the opinion of Metropolitan Realty Exemptions, Inc. regarding the Condominium's projected real estate tax liabilities. The opinions as adopted are hereby incorporated into this opinion.

A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

A Condominium under New York State law is generally an unincorporated association ("Association"). Absent the application of Section 528, federal law is unclear as to the tax status of a condominium; there is no authority addressing the entity classification of an unincorporated association. If the Association does not elect to be treated as a corporation for the purposes of federal income tax, the Association would be treated as a partnership where income and expenses of the Association pass through to Unit Owners.

We have been requested to opine as to whether the Association will be eligible to qualify as a tax-exempt organization for federal income tax purposes. In order for the Association to qualify as an exempt organization for federal income tax purposes under Section 528 of the Internal Code, it must meet the following six (6) conditions:

(1) The Association must be organized and operated to provide for the acquisition, construction, management, maintenance and care of the Association's property.

(2) Sixty percent (60%) or more of the Association's gross income must be derived from

the payment of dues or fees from the Unit Owners in their capacity as owner-members rather than in the capacity as customers for services.

(3) Ninety percent (90%) or more of the expenditures of the Association for the taxable year must be used for the acquisition, construction, management, maintenance and care of the Association's property.

(4) No part of the net earnings of such organization inures (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private shareholder or individual.

(5) The Association must qualify as a "Condominium management association," which is an organization meeting the requirements of condition (1) above with respect to a Condominium substantially all of which units are used by individuals as residences.

(6) The Association must properly and timely elect to have Section 528 of the Internal Revenue Code apply for the taxable year.

A Condominium management association is defined as an organization organized and operated to provide for the acquisition, construction, management, maintenance and care of a Condominium, provided substantially all of the Units are used by individuals for residences. "Substantially all" the Units will be considered used by individuals for residences if at least eighty-five percent (85%) of total square footage of all units within the project is used, or is intended to be used by individuals for residential purposes or purposes auxiliary to residential use, such as storage rooms, laundry and areas used by maintenance personnel.

An effective election under Section 528 will exempt from federal income taxation all amounts received by the Condominium management association as exempt function income. Exempt function income is defined as money received as membership dues, fees, or assessments from owners of condominium housing units. Income which is not exempt function income to the extent such income exceeds expenses properly allocable to such income is taxable. Examples of income which is not exempt function income are common charges paid by owners of commercial units, interest earned on reserve funds, amounts received from persons who are not members of the Condominium management association, amounts received for work done on privately owned property which is not Condominium management association property, and amounts received from members for special use of the Condominium management association's facilities, the use of which is not available to all members as a result of having paid the dues, fees, or assessments required to be paid by all members. If the Condominium management association fails to qualify for or properly elect treatment under Code Section 528 for a taxable year, it may be subject to federal income taxation.

You have advised me that you anticipate that greater than eighty-five percent (85%) of the square footage of the Units will be used for residential purposes. Our review of the documents referred to above indicates that the Association does meet all the organizational tests described above to qualify for exemption. Therefore, it is our opinion that the Association will not be subject to federal income tax for the taxable years in which such election is in effect, except as noted below.

This opinion only relates to the specific tax matters discussed above which do not necessarily comprise all tax matters that may be of significance to the Purchasers of the Units. We express no view as to any federal, New York State or New York City tax consequences other than as explicitly discussed in the opinion or as to the tax status or tax consequences of the Plan under the laws of the United States or any foreign jurisdiction. Therefore, it is strongly recommended that each prospective Purchaser of a Unit consult with their own tax advisor concerning the federal, New York State and New York City tax consequences of the purchase and ownership of a Unit in the Condominium. In no event will the Sponsor, Sponsor's counsel, the Board of Managers, counsel to the Board of Managers or any other person be liable if by reason of changes in fact or applicable law, regulations decisional law or Internal Revenue Service rulings, the tax consequences described above should change. No warranties are made that the tax laws upon which counsel bases this opinion will not change and no one else has been authorized to make any representations other than those contained herein.

This opinion has been prepared with the knowledge that it will be incorporated into the Plan.

Very truly yours,



By: Richard Marans
Marans Weisz & Newman LLC

WORKING CAPITAL FUND

The Purchaser of each Unit shall be required to make a contribution at the Closing to the working capital fund of the Condominium (the "Working Capital Fund") in an amount equal to two (2) times the monthly Common Charges due with respect to such Unit as of the Closing. In addition, any contingency budgeted and collected by the board will be deposited in the Working Capital Fund. Sponsor will not be obligated to make any contributions to the Working Capital Fund, except to the extent it is funded by payment of Common Charges. The Working Capital Fund will be held and used for working capital, closing costs and adjustments, unanticipated increases in budgeted or additional Common Expenses, capital repairs or replacement or for such other appropriate purposes as will be determined by the Board of Managers. While Sponsor controls the Board, the Working Capital Fund will not be used to reduce estimated Common Charges. The 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; provided, however, that in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units.

Neither the Department of Law nor any government agency has passed upon the adequacy of the Working Capital Fund.

RESERVE FUND

A reserve fund is being established for the Condominium for the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). The amount set forth in the budget for the Condominium, $68,000, will be collected for the Reserve Fund. The Condominium Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may, in its discretion, decide in future years to increase or decrease the reserve fund line item in the Condominium's annual budget. While the Sponsor is in control of the Board, Sponsor will not use Reserve Fund monies to reduce common charges. Since the Building is being renovated, it is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital items likely to be needed within the first five (5) years of Condominium operation. Non-Residential Unit Owners shall be obligated to contribute to the Reserve Fund, however, such contributions must go towards Common Elements that serve the entire Building and not Residential Common Elements.

No representation or warranty is made that the Working Capital Fund or Reserve 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 government agency has passed upon the adequacy of the Reserve Fund.

MANAGEMENT AGREEMENT, CONTRACTS AND LICENSES

The Condominium will enter into a two-year management agreement with AKAM Associates, Inc. effective as of the first Unit closing and shall continue in force until two (2) years from such date. AKAM Associates, Inc. is not an affiliate of Sponsor. The fee due the Managing Agent under the management agreement is $3,000.00 per month until such time as 35 Units are sold, at such time the monthly fee increases to $4,000.00; then $4,167.00 per month after the first year. The Board of Managers or the Managing Agent may terminate the Management Agreement at any time upon at least sixty (60) days prior written notice to the other party.

Further information concerning the Managing Agent appears in Part I, "Identity of Parties."

The Managing Agent will perform the following duties, among others:

(a) With the approval of the Association**, c**ause to be hired and supervised, all persons necessary to be employed in order to properly maintain and operate the Property who, in each instance, shall be the Association's and not the Agent's employees, and cause to be discharged all persons unnecessary or undesirable. The Agent shall use its best efforts in screening all prospective employees. The Agent shall have no responsibility for any act or omission to act, tortious or otherwise, of any such employed person or of any independent contractors retained by the Association;

(b) Cause the common areas of the Property to be maintained in such condition as may be deemed reasonably advisable by the Association, including interior and exterior cleaning, and cause routine repairs and incidental alterations of the Property to be made, including electrical, plumbing, steam-fitting, carpentry, masonry, decorating, and such other routine repairs and incidental alternatives subject to the limitations contained in this Agreement or the By-Laws or the Declaration of Condominium of the Association or other applicable agreement. Repairs or alterations involving an expenditure of over Two Thousand ($2,000.00) Dollars for any one item shall be made only with prior approval of the Association but emergency repairs immediately necessary for the preservation or safety of the Property or for the safety of occupants of the Property or other persons, or repairs required to avoid the suspension of any necessary service in the Property may be made by the Agent, irrespective of the reasonable cost thereof, without the prior approval of the Association, in which case the Agent shall use its best efforts to promptly notify the Association of such action. The Agent shall not be required to supervise any repair or alteration in excess of $50,000, unless the Association and the Agent agree in writing upon the exact nature of the Agent's responsibilities with respect thereto and the fee to be paid to the Agent in connection therewith. Agent shall be entitled to submit a fee proposal to the Boards for consideration to perform project management services for plumbing riser replacement, hallway or lobby renovation and/or building-wide window replacement projects;

(c) Recommend and, with the approval of Association, cause all of such acts and things to be done in or about the common areas of the Property as shall be necessary or desirable to comply with any and all known orders or violations affecting the common areas of the Property, placed thereon by any governmental authority having jurisdiction thereover, and known orders of the New York Board of Fire Underwriters, the New York Fire Insurance

Exchange or other similar body, subject to the same limitation with respect to the amount of expenditure involved contained in subparagraph 2(b), above, in connection with the making of repairs and alterations, except that if in the judgment of the Agent, failure promptly to comply with reasonable written notice to any such order or violation would or might subject the Association or the Agent to, criminal liability, the Agent may cause such order or violation to be cured irrespective of the cost thereof. The Association shall promptly cooperate fully in removing Agent's name from any violations issued:

(d) Enter into contracts, on behalf of the Association, for electricity, gas, steam, air conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, detective agency protection, vermin extermination, architects' and engineers' services required for the planning and supervision of alterations and/or improvements and other services or such of them as shall be advisable for the common areas of the Property, but any such contract having a term longer than one (1) year or requiring annual payment in excess of $1,000 must be authorized by the Association;

(e) Purchase all supplies which shall be necessary to maintain and operate the common areas of the Property; make such contracts and purchases in the Association's name up to Two Thousand ($2,000.00) Dollars per purchase without prior Board approval;

(f) Consult with the Association with respect to insurance coverage for the Association and the Property and, request to secure bids shall be made at least 30 days prior to renewal date (if obtainable) for fire, rent, plate glass, boiler, water damage, liability, worker's compensation, employer's liability, disability and any other insurance the Association may elect to carry; and engage and cooperate with any independent insurance broker or consultant that Association may designate or approve and engage for the purpose of effecting insurance and protecting its interest with respect thereto. The Association acknowledges that the Agent is a licensed insurance broker and that if the Agent places such insurance, whether directly or through another broker the Agent shall be entitled to receive commission or fees therefrom, from the broker.

(g) Review all bills received for services, work, supplies and other expenditures ordered in connection with maintaining and operating the Property all such bills, mortgage interest, mortgage amortization, water charges, sewer rent, assessments, real estate taxes and corporate income, and other taxes assessed against the Association or the Property as and when the same will become due and payable, provided that the Association's funds are available for timely payment;

(h) If requested in writing by the Association, list and offer for sale or lease, through its own organization or through other brokers, space reserved, acquired or reacquired by the Association in the Property, and use its best efforts to effect sales or leases thereof, including the preparation and execution of sales or lease documents. The Agent's commission for any such sale or lease shall be negotiated between the parties hereto and shall be agreed in writing;

(i) If requested in writing by the Association, accept applications and references from all prospective purchasers and tenants, obtain credit reports relating thereto and preside over the transfer of any Units. The Agent's fees for these services shall be as provided in Paragraph 7(b), below;

(j) Supervise, with the assistance of the superintendent, the moving in and out of Unit Owners, tenants and subtenants;

(k) Bill or cause to be billed Unit Owners for common charges, or other charges and use its best efforts to collect same;

(l) Consider and, when reasonable, attend to complaints of Unit Owners, tenants and subtenants. If the Agent shall deem any such complaint unreasonable, it shall advise the Association of the complaint and the reason for its opinion that the complaint is unreasonable;

(m) Cause to be prepared and filed, with the assistance of the Association's accountant, the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to employment of the Property employees and maintenance and operation of the Property required by any federal, state or municipal authority;

(n) Render or cause to be rendered to Association, not later than the 15th working day of each month, a monthly financial operating statement, supported disbursement vouchers, and complaint records;

(o) Maintain a set of customary books and records for the Association, and maintain files concerning charges, insurance policies, leases, correspondence, receipted bills and vouchers, and all other documents and papers pertaining to the Property or the operation thereof and the Agent shall, upon request of the Association, make copies of same available to the Association, the Association's officers, accountants, attorneys or other authorized representatives;

(p) Cooperate with the Association's accountants in regard to the annual audit of the books of account of the Association, including the annual report of the operations of Association for the year then ended. A copy of each such annual report shall be sent by Agent to each Unit Owner, if requested. The annual certified financial statements of the Association, and any certified financial statements required by any lenders or otherwise, will be prepared by the Association's accountants at the Association's expense;

(q) Cooperate with the Association's accountants in regard to the preparation and filing on behalf of the Association of federal, state, and any other income and other tax returns required by governmental authority;

(r) Prepare and submit annually to the Board of the Association a proposed operating budget setting forth the anticipated income and expenses for the Association for the ensuing fiscal year;

(s) When requested by the Association, send notices, letters and reports to the Board and the Unit Owners. When requested by the Association, cause a representative of its organization to attend one (1) meeting of Unit Owners during each year of the term of this Agreement and one (1) meeting per month as required of the Board of the Association. Whenever attendance by representatives of Agent is desired at any such meetings, it is to be understood that every reasonable effort will be made on the part of the officers and managers of the Association to schedule these meetings at a sufficiently early hour so that they can be adjourned not later than 8:00 p.m. If requested by the Board, the assistant management executive will attend and take minutes, for a fee of $125.

(t) If requested, when the books of tentative assessed valuation are opened for public inspection in each year, ascertain the assessments of the units and report such assessments to the Board. Should the Board be authorized to file an application for correction of assessed valuation on behalf of any Unit Owner, the Agent will, if requested by the Association, cooperate with counsel for the Association in the preparation of the application for correction of assessed valuation to be filed with the appropriate governmental agency. In instances where a bulk refund is received on behalf of all Units, Agent shall have no responsibility for the division or disbursement of the funds;

(u) Process applications by Unit Owners of the Association for permission from the Association to alter their units; forward such applications to the Association or at the Association's direction, to the Association's engineer; subject to the Association's consent, retain on behalf of the Association an engineer to review plans and specifications, coordinate with the Association's superintendent and with the Unit Owners undertaking the alteration, for the use of Property services and equipment, if necessary. The Agent shall, subject to the Association's request, retain the Association's engineer to be responsible for supervising the actual alterations by Unit Owners and for verifying that the alterations are performed in accordance with the proposed plans submitted to the Association or in accordance with applicable fire, health, building and other similar laws and codes relating to construction or alterations.

(v) Assist the Association with filling out and pursuing applications for financing and mortgages. Association acknowledges that if the Agent obtains such financing on the Condominium’s behalf, whether directly or through an independent broker, the Agent shall be entitled to receive commission or fees for procuring same.

(w) Assist the Association with completing and certifying the projected budget for the first year of Condominium operations (Schedule B and B-1) in the offering plan, for submission to the Attorney General’s office.

There are presently no contracts or licenses binding on the Condominium.

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC, New York limited liability company. Sponsor's office address is 250 Lafayette Street, 5th Floor, New York, NY 10012. Sponsor has not been the sponsor of any other cooperative or condominium conversion plan within the last five (5) years. The principals of the Sponsor are Ted Chen, Tsing Fang Chen aka Dr. T.F. Chen, Lucia Chen, and Julie Chen, all having an office address at 250 Lafayette Street, 5th Floor, New York, NY 10012. None of the principals of the Sponsor had prior offerings during the past five (5) years.

Ted Chen has over 20 years' experience managing real estate with over 20 commercial buildings under his management. Dr. Chen is a painter, art historian, writer, philosopher, visionary, and founder of the TF Chen Cultural Center, as well as Arts for Humanity Foundation as well as his own Cultural Center in SoHo, but otherwise has no real estate experience. Lucia Chen possesses more than 40 years of experience in both the International Art World and the Real Estate Market. Lucia has been active in almost every aspect of real estate, from residential to commercial, from condos to galleries. Julie Chen owns and manages several bed & breakfasts on the Big Island of Hawaii.

There are no other cooperative, condominium or homeowners association that the Sponsor or principals of Sponsor owns ten percent (10%) or more of the unsold share or units.

Neither the Sponsor nor the principals of Sponsor have any prior bankruptcies, convictions, injunctions and judgments against the Sponsor, the principal of the Sponsor, and/or entities in which the principal of the Sponsor was a principal that would be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of this Plan.

Attorney for Sponsor

The Sponsor has retained the law firm of Marans Weisz & Newman LLC, 29 Broadway, Suite 2400, New York, New York 10006 (212-968-0244) to represent it in the preparation and consummation of the Offering Plan. The principal attorney who is responsible for this matter is Richard Marans, Esq. The attorney who prepared the Plan is Jonathan Pivovarov, Esq. This firm drafted the Declaration, the By-laws, this Plan, the form of Purchase Agreement, the form of Unit Deed and all other documents necessary in connection with the formation of the Condominium and is advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. Marans Weisz & Newman LLC has no financial relationship, past or present, in the Property or to the Sponsor, except that it is being paid a fee for its services.

Managing Agent

The Sponsor intends to retain AKAM Associates, Inc. with offices at 260 Madison Avenue, 12th Floor, New York, NY 10016 to manage the Building. The Managing Agent has experience in the management of real estate properties in New York City for over 35 years. They currently manage approximately 200 properties, comprising over 35,000 residential and commercial units; these properties include 425 Fifth Avenue Condominium, 325 Fifth Avenue Condominium, 130 West 30th Street Condominium, Heywood Condominium, and 540 West Condominium. The Managing Agent has no financial relationship, past or present to the Sponsor; it will be paid a fee for its services.

Selling Agent

Sponsor has retained Sotheby's International Realty Development Advisors as selling agent. Sotheby's International Realty Development Advisors are licensed New York real estate brokers, having an office at 38 East 61st Street, New York, NY 10065. The Selling Agent has no beneficial interest in the Sponsor and no interest in the profits of this offering plan other than the fee received as Selling Agent of the Condominium.

Architect

The Sponsor has retained Issac & Stern Architects P.C., having an office at 307 5th Avenue, 14th Floor, New York, NY 10016 to prepare the floor plans and architect's report, located in Part II of the Plan. Issac & Stern Architects P.C. was formed in 1988 and is involved in the design and construction of projects ranging from residential design and renovations to office buildings, churches, synagogues, restaurants, nightclubs, community centers, and retail establishments. Sponsor's architect has no financial relationship, past or present, to the Property or to the Sponsor, except in its capacity as architect, and is being paid a fee for its services.

REPORTS TO UNIT OWNERS

The Board of Managers shall furnish to all Unit Owners, their mortgagees and the Department of Law of the State of New York (if and when required by law) and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners. The Board of Managers, at least annually, shall fix and determine the annual budget and send a copy of the budget and any supplement to every Unit Owner and mortgagee. The total annual requirement shall be assessed as a single sum against all Units and prorated against each of the Unit according to the respective Common Interest apportioned to each Unit.

It is the obligation of the Board of Managers of the Condominium to give all Unit Owners annually:

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant within four (4) months from the end of such fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(ii) prior notice of the annual Unit Owners' meeting; and;

(iii) a copy of the proposed annual budget of the Condominium within four (4) months from the end of such fiscal year prior to the date set for adoption thereof by the Board of Managers. Such statement shall be certified while the Sponsor is in control of the Board of Managers.

DOCUMENTS ON FILE

Copies of this Plan and all exhibits or documents submitted to the Department of Law in connection with the filing of the plan shall be made available for inspection by prospective Purchasers and by any person who shall have purchased a Unit offered under this Plan, or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours, and shall remain available without charge and copying at reasonable charge for a period of six (6) years from the date of the First Unit Closing. Sponsor shall, within 180 days after the First Unit Closing, deliver to the Condominium Board a copy of all documents filed with the appropriate recording officer at the time of the closing of the first Unit.

GENERAL

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all of 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.

There are no lawsuits or administrative or other proceedings, the outcome of which may materially affect this offering, the Property, the Condominium, the operation of the Condominium or Sponsor's capacity to perform its obligations under the Plan, which have not been disclosed herein.

In accordance with the provisions of the laws of the United States and the State of New York, Sponsor represents that Sponsor will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in the sale of the Units offered by Sponsor pursuant to this Plan.

The property was not the subject of any prior cooperative or condominium offerings. Other than the No-Action Letter as described herein, no contracts or agreements have been entered into, and no deposits or advances of funds have been accepted, for any Unit offered pursuant to this Plan as of the date this Plan is accepted for filing by the Department of Law.

All Units offered pursuant to this Plan are vacant as of the date this Plan is accepted for filing by the Department of Law.

Sponsor reserves the right, from time to time prior to the Closing Date, without obtaining the consent of Purchasers, to revise the terms and conditions on which the Units offered hereby are sold, including changes affecting the rights, obligations, and liabilities of Purchasers. All material revisions will be contained in a duly filed amendment to this Plan. If a material revision adversely affects the rights, obligations, or liabilities of the existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements and to receive a refund of their down payment (with interest, if any earned thereon) within fifteen (15) days after the presentation of the amendment.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution (the "Development Air Rights") shall be retained by the Commercial Unit Owner for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar and related agreements. The Sponsor intends to retain the Commercial Unit. Commercial Unit Owner shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Air Rights (the "Air Rights Amendment"). Commercial Unit Owner shall have the right to complete and file the Air Rights Amendment with the City of New York without the consent of the owners of the Condominium Units or the Board of Managers or any parties in interest to the Common Elements. The owners of the Condominium Units, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Air Rights as described in the Air Rights Amendment and shall execute any documents evidencing said consent as are reasonably requested by Commercial Unit Owner. The Building is undergoing conversion and cannot be expanded or may be limited. In the event Development Air Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, Commercial Unit Owner may not utilize the Development Air Rights to increase the size, height, bulk or density of any portion of the Property.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the Architect's Description of Property and Specifications set forth in Part II of this Plan. Sponsor represents that, to the best of its knowledge, Issac & Stern, registered architects in the State of New York, accurately states the description of the Property and its specifications, as it will be built, upon the plans that it has examined. Please see the sections of the Plan DESCRIPTION OF PROPERTY AND IMPROVEMENTS, SCHEDULE A and FOOTNOTES thereto set forth in Part I of the Plan, and the DESCRIPTION OF PROPERTY AND BUILDING CONDITION, FLOOR PLANS, and the DECLARATION set forth in Part II.

Lead-based paint and/or lead-based paint hazards were found on the Property and Sponsor will remediate all lead-based paint prior to First Closing. Buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a Unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for lead paint.

THE SOCIETY HOUSE CONDOMINIUM

OFFERING PLAN

PART II

FORM OF PURCHASE AGREEMENT

Purchaser(s)

With

NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC

Sponsor/Seller

Unit Number ___

The Society House Condominium
The T.F. Chen Art Building
335 West 35th Street
New York, NY 10013

PURCHASE AGREEMENT

Unit Number ___
The Society House Condominium
The T. F. Chen Art Building
335 West 35th Street
New York, NY 10013

(to be executed in duplicate)

THIS PURCHASE AGREEMENT (this "Agreement"), made as of the day of , 201___, between NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC, New York limited liability companies, having an office at 250 Lafayette Street, 5th Floor, New York, NY 10012 (hereinafter, "Sponsor"), and _____, having an address at _____(hereinafter, "Purchaser").

W I T N E S S E T H:

1. Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for The Society House Condominium (the "Condominium") (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2. The Residential Unit. Sponsor hereby agrees to sell to Purchaser and Purchaser hereby agrees to acquire from Sponsor Condominium Unit No. ____ (the "Unit") at the Condominium (as designated in the Declaration), together with the undivided percentage of common interest in the Common Elements as set forth in the Schedule B to the Declaration and as set forth in the Offering Plan, upon and subject to the terms and conditions set forth herein.

3. Purchase Price.

3.1 The purchase price for the Residential Unit is $_____ (the "Purchase Price") payable as follows:

(a) $_____ (the "Deposit"), due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged; and

(b) $_____ (the "Balance"), constituting the balance of the Purchase Price, payable at the closing as hereinafter provided.

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank that is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of

"Marans Weisz & Newman LLC, as escrow agent". The check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank or cashier's check, made payable to the direct order of "NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent (as defined in Article 4) is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Plan and in this Agreement with respect to an Event of Default (including without limitation, suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default). Notwithstanding anything to the contrary stated herein, Sponsor shall have the right to have Purchaser pay the Balance in the form of wire, certified check, bank check or any other form of payment in Sponsor's sole and absolute discretion.

4. Deposit.

4.1 The law firm of Marans, Weisz & Newman, LLC, with an address at 29 Broadway, Suite 2400, New York, New York 10006, telephone number 212–968–0244, shall serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated Richard Marans, Esq., Daniel Weisz, Esq., Richard Newman, Esq. and Stavroula Tsolis, Esq. to serve as signatories on the "Escrow Account", as defined below. 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 the in any of the foregoing.

4.2 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 this Purchase Agreement or otherwise concerning the release of the Deposit from escrow.

4.3 The Escrow Agent has established the escrow account at Signature Bank, 261 Madison Avenue, New York, New York 10016, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled The Society House Condominium Escrow Account ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions. Within five (5) business days after this Purchase Agreement has been executed by Purchaser, Seller, and Escrow Agent, Escrow Agent shall place the Deposit into the Escrow Account. Within ten (10) business days after the Deposit has been placed into the Escrow Account, Escrow Agent shall sent written notice to the Purchaser and Seller. The notice shall provide the account number and the initial interest rate to be earned by the Deposit.

4.4 All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Marans Weisz & Newman, LLC, as Escrow Agent.

4.5 The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the

Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

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

4.7 The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

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

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

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

(a) Pursuant to terms and conditions set forth in the Purchase Agreement in Section 4 upon closing of title to the Unit; or

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

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

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs 4.10 (a-c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the

Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs 4.10 (a) through 4.10 (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

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

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

(b) all Purchasers after an Amendment abandoning the Plan is acceptance 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.

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

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

4.14. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

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

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

4.17 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 Deposit and this Purchase Agreement.

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

4.19 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 this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Marans Weisz & Newman LLC, 29 Broadway, Suite 2400, New York, New York 10006 (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set for a closing, once set, for more than twelve (12) months in the aggregate without the consent of Purchaser).

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying fee simple title to the Unit to Purchaser, which deed shall be in substantially the form contained in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board, prepared by Sponsor and in substantially the form contained in Part II of the Plan.

6.3 The executed deed and power of attorney shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded: (i) the deed shall be returned to Purchaser; and (ii) the power of attorney in favor of the Board shall be returned to the Board (or as the Board shall direct).

6.4 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Internal Revenue Service and 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 §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

7. State of Title.

7.1 At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances, subject only to the Permitted Exceptions contained in the Plan. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the title insurance company referenced in Part I of the Plan would be willing to do so at its regular rates and without additional premium.

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in the Permitted Exceptions. However, if such defect existed at least ten (10) days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least ten (10) days prior to the closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

7.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage that would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Article 7.3 shall survive the closing of title.

8. Closing Adjustments.

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

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

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

(c) Accrued fees and any other charges pursuant to an Interim License or Use and Occupancy Agreement, if any, covering the Unit.

8.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in the By-Laws and in Part I of the Plan. In addition, if separate assessments have not been made prior to the closing of title, the Board of Managers will collect from Purchaser at Closing and will place in escrow an amount equal to the Unit Owner's estimated proportionate share of the real estate taxes, if any, projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes).

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

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) the apportionment of those items set forth in this Article 8 shall be: (i) made as of the originally established closing date rather than as of the date the closing actually occurs, (ii) an amount equal to 0.04%, which is 14.6% per annum, (or such lower rate per day which is the legal limit of 16% per annum, if 0.04% per day exceeds 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); and (iii) Purchase shall pay Sponsor's counsel $250.00 for each adjournment. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. 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.

8.5 If at a Purchaser's request Sponsor grants an adjournment or adjournments of his or her closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit.

8.6 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be.

The "Customs in Respect to 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 aforesaid and as otherwise provided herein or in the Plan.

8.7 Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs.

Purchaser shall be required to pay certain costs in connection with the purchase of the Unit, in addition to any net credit in favor of Sponsor that may result from the closing adjustments and any interest or late closing charge described in Article 8. Other than any such net credit in favor of Sponsor that may result from the closing adjustments (or certain other fees which may be payable prior to the closing, as described below), all such closing costs shall be paid by Purchaser, at closing, by Purchaser's unendorsed, personal certified check or by official bank check, in either event drawn only upon a bank that is a member of the New York Clearing House Association. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date hereof and are subject to change without prior notice:

9.1 If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased.

9.2 Purchaser will pay a fee to the City Register for recording the deed and the power of attorney, and will pay a filing fee for the RP-5217 form. In addition, Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, all of which shall be payable by Purchaser.

9.3 If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

(a) a fee and service charge for recording the mortgage;

(b) a mortgage recording tax in the amount provided for by law,

(c) to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by Section 339-ee(2) of the New York Condominium Act, to the extent the same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property), if applicable;

(d) the premium for mortgage title insurance, if required by Purchaser's lender;

(e) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

9.4 Purchaser will be required to pay the amount of $2,750.00 to Marans Weisz & Newman LLC, Sponsor's counsel, for each Unit purchased hereunder, in order to defray Sponsor's legal fees for services in connection with preparing the deed and power of attorney and for coordinating and attending the closing. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel or if Purchaser otherwise requests that the Closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser shall pay Sponsor's counsel a travel fee of $500.00 and an additional $500.00 if the Closing is held outside New York City. In addition, 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 (or Purchaser otherwise exercises its limited right with respect to an assignment as provided in Section 23.4 hereof), a fee of $500.00, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. Purchaser may be required to pay more than one fee pursuant to the preceding sentence and forgoing provisions with respect to a single Unit. At Sponsor's option in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's counsel shall be paid by Purchaser in advance, prior to closing, upon notice to Purchaser. In the event Purchase is in default hereunder and Sponsor requests its counsel to send a default letter, Purchaser shall be obligated to pay $1,000.00 to attorneys for Sponsor for the preparation of a letter of default. Notwithstanding the foregoing, Purchaser is responsible for all fees described herein and in the Closing Costs and Adjustments section of the Plan, whether or not such costs are set forth in this Agreement.

9.5 Purchaser shall make a contribution to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Unit, as the same may be amended from time to time.

9.6 Purchaser shall pay to the Board the Common Charges for the Unit for the first full month following the month in which title closes.

9.7 Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Article 9.7 and to indemnify Sponsor as herein provided shall survive the closing of title.

10. Transfer Tax Returns. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to

Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Plan.

11.1 Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, reputable overnight courier or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern.

11.3 Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

12. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser as stated herein on the Closing Date designated by Sponsor or the dishonor of any check given by Purchaser to Sponsor; or

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) if Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(iv) if Purchaser is or becomes the tenant of record of the Unit 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 within thirty (30) days.

(b) TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate this Agreement. If Sponsor so elects to terminate, this Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of this Agreement, 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 this Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that, subject to the provision of Section 11(d) below, the Deposit (including all interest, if any) 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 Purchaser to Sponsor. The payment of the Deposit (including all interest, if any) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(d) NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

13. Agreement Subject to Lien of Mortgage. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof,

without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). 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 Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. Agreement Subject to Plan Being Effective. The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. 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 by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy described in clause (a) above, i.e., to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property that are described in the Plan as being included in the Unit are included

in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items.

17. Construction.

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be in accordance with the Plan and the Plans and Specifications (as defined in the Plan), subject to the right of Sponsor to amend the Plan and the Plans and Specifications in order to substitute materials, equipment or fixtures of equal or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a temporary or permanent Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Plan in the Section entitled "Rights and Obligations of Sponsor."

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without any credit against or abatement in the Purchase Price and without any provision for escrow) once a temporary or permanent Certificate of Occupancy is issued for the Unit (notwithstanding any construction items noted on Purchaser's Inspection Report (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building not preventing Purchaser's occupancy of the Unit).

17.4 Sponsor has projected that, based upon currently anticipated schedules; construction of the Building will be sufficiently completed to permit closings of Units to begin pursuant to the Offering Plan. If the First Unit Closing is delayed twelve (12) months or more from this date then Purchaser will be offered a right to rescind the Purchaser Agreement. The actual date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise materials or equipment, governmental restrictions, or other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Plan, Purchaser shall not be

excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor, Purchaser's rights as set forth in Plan in respect thereof being in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which are hereby expressly waived by Purchaser.

17.5 Sponsor is obligated to construct the Building in accordance with all applicable codes, and filed building plans and specifications, as well as the provisions of the Plan.

18. Warranties of Construction.

The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statue applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime. As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013]. Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. 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 Laws and the Plans and Specifications, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable Laws and the Plans and Specifications shall be resolved in favor of the latter. NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS. Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair.

19. Inspection of Unit. At least one week (but not more than one month) prior to the Closing Date, at Sponsor's direction, Selling Agent if applicable or Sponsor shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Selling Agent to inspect the Unit within the week prior to the Closing Date. Purchaser `-shall attend such inspection, shall carefully inspect the Unit, and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule A to this Agreement) and deliver same to Selling Agent if applicable or Sponsor at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Plan.

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, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title and the election by Sponsor 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 and any mortgagee of Sponsor, 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 or the termination of the Agreement.

20.2 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, to notify the Purchaser within sixty (60) days of the damage to the Unit, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. If a Purchaser takes possession of a Unit prior to closing title, i.e. via an interim lease, he or she will assume the risk of loss and the obligation to repair the damage not covered under insurance already in place; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

21. Prohibition Against Advertising. Purchaser hereby covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease prior to the closing of title and for one (1) year thereafter. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof. The provisions of this Article 21 shall survive the closing of title.

22. Broker. Purchaser represents to Sponsor that _____ (collectively the "Broker") 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, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title and are not made for the benefit of any third parties.

23. Agreement May Not Be Assigned.

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

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

23.3 If Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is consented to by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole

discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change consented to by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000.00 ("Assignment Fee") made payable to Marans Weisz & Newman LLC (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to terminate this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Plan will remain in effect.

23.4 Notwithstanding the provisions of Article 23.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Article 23.3 above, including without limitation the provisions relating to the Assignment Fee. For purposes of this Article 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

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

24. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written reasonable information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor's right to collect such information shall terminate upon the earlier of the closing of title to the Unit or termination of the Agreement. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may

not be rejected due to Purchaser's sex, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other grounds proscribed by law.

25. Notices.

25.1 Any notice, election, demand, consent, request or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed: to Purchaser at the address given at the beginning of this Agreement with a copy to Purchaser's Attorney; and to Sponsor, at: NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC, 250 Lafayette Street, 5th Floor, New York, NY 10012 with a copy sent simultaneously and in like manner to Marans Weisz & Newman LLC, 29 Broadway, Suite 2400, New York, New York 10006. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Notwithstanding the foregoing, any mailing of an amendment to the Plan shall be delivered via regular mail. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected or, in the case of mailing, three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

25.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel Marans Weisz & Newman LLC as Sponsor's agents 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. Purchaser hereby designates Purchaser's Attorney as Purchaser's agent to give any notice to Sponsor hereunder in Purchaser's name.

26. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

27. Liability of Sponsor. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

28. 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. Additionally, 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 correct any error and or omissions that may have

occurred at Closing of Title. The Provisions of this Article shall survive Closing of Title and delivery of the deed.

29. 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.

30. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

31. No Lien. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated.

32. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

33. Purchaser's Representations.

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

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

by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

33.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

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

34. 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 2 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. A Purchaser who does not obtain financing may lose the Deposit if he or she is unable to otherwise raise the monies for the Balance of the Purchase Price. A Purchaser who requires financing is advised to consult with a lending institution before execution of this Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. 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.

Notwithstanding and without limiting the foregoing, and solely for informational purposes, Sponsor has selected First Republic Bank as Sponsor's preferred lender/broker for purchaser financing (the "Sponsor Designated Lender/Broker"). For further information on financing, Purchasers are advised to reach out to the Sponsor Designated Lender/Broker by contacting Scott van der Marck, 1230 Avenue of the Americas, New York, NY 10020, (212) 459-9000, svandermarck@firstrepublic.com. Purchasers should note that even if Purchaser submits an application to the Sponsor Designated Lender/Broker, Purchaser's obligation to purchase shall not be contingent on obtaining such financing. The Sponsor Designated Lender/Broker is not affiliated with nor is a principal of Sponsor, and Sponsor will not receive any compensation for any commitments issued by the Sponsor Designated Lender/Broker. The Sponsor Designated Lender/Broker charges prevailing rates and offers prevailing terms.

35. Costs of Enforcing and Defending Agreement. If Purchaser does not prevail,

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in New York County, the county in which the Building is located. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. Waiver of Diplomatic or Sovereign Immunity.

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

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

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

37.4. Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

37.5. Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

37.6. The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

37.7. In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser hereby designates a duly authorized and lawful agent to receive process for and on behalf of the Purchaser in any state or federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

37.8 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4303, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

38. Mold. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Sponsor will not be liable for and Purchaser hereby waives any claim for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores unless caused by the gross negligence or willful misconduct of Sponsor. The provisions of this Article shall survive closing of title.

39. No Representations. Purchaser acknowledges that Purchaser has not relied upon any 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 of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein

or in the Plan specifically represented; Purchaser has relied solely on his or her 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. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and filed in the Office of the City Register of the City of New York, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this paragraph shall survive the closing of title or the termination of this Agreement.

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

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

42. Successors and Assigns. Subject to the provisions of Article 23 hereof, 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.

43. No Oral Changes. This Agreement or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

44. Counterparts. This Agreement (or any such Rider(s)) may be executed in any number of counterparts, including but not limited to any signature conveyed through electronic mail transmission ("PDF") and/ or facsimile transmission, any one of which shall be deemed to be an original and all of which shall constitute one and the same document. 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. A PDF or facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding.

45. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Plan.

46. Smoking Policy. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the buildings, as required by law. Enclosed common areas of the building includes, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the

premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their apartment units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their apartment unit.

47. Lead Paint. By signing below, I affirm that I have read this Agreement and fully understand the terms. I also understand that the Lead Paint Rider attached hereto as Lead Paint Rider is to be executed by Purchaser.

<Signature Page Follows>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

NEO IMAGE ENTERPRISES, LLC

By: _____
Name:
Title:

NEW TENT, LLC

By: _____
Name:
Title:

PURCHASER:

By: _____

By: _____

WITH RESPECT TO PARAGRAPH 4:

ESCROW AGENT:

By: _____

SCHEDULE A

INSPECTION STATEMENT

NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC
250 Lafayette Street, 5th Floor
New York, NY 10012

Re: Unit No.
The Society House Condominium

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found all items in good condition, free of chips, mars, breaks or other defects:

Exceptions

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

_____
Purchaser's Signature

_____
Sponsor's Representative

LEAD PAINT RIDER TO PURCHASE AGREEMENT

The U.S. Environmental Protection Agency ("EPA") and the Department of Housing and Urban Development have promulgated Federal regulations under 24 CFR Part 35 and 40 CFR Part 745 ("Regulations") pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992 regarding the disclosure of lead-based paint and/or lead-based paint hazards to prospective purchasers of Unsold Units. In accordance with the provisions of the Regulations, there is attached to this Rider a "Lead Warning Statement" and "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" to be signed by Sponsor, Purchaser and Agent, as applicable, simultaneously with the Purchase Agreement to which this Rider is attached. The Regulations do not require any testing or removal of lead based paint by Sponsor.

This Agreement is contingent upon a risk assessment or inspection of the Property ("Inspection") for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense. Intact lead-based paint that is in good condition is not necessarily a hazard. Such Inspection shall be performed within ten (10) calendar days after a countersigned Purchase Agreement has been returned to Purchaser or Purchaser's attorney on the following terms and conditions:

(a) Purchaser and Purchaser's consultant, if any ("Consultant"), will be given reasonable access to the Unit and the public areas of the Buildings.

(b) The Inspection shall be held at a mutually convenient time and date.

(c) The Inspection shall be performed in a reasonable manner so as not to disturb or interfere with the use, operation, security or occupancy of the Unit or the Buildings.

(d) Purchaser hereby indemnifies and holds Sponsor harmless from, and agrees to be liable for any damages to the Unit or the Buildings, injuries and all claims and lawsuits caused by the Purchaser or the Consultant during or from the Inspection.

(e) Purchaser or the Consultant will not probe, penetrate or disturb any painted or covered surface during the Inspection without Sponsor's prior written approval.

This Inspection contingency will terminate at the end of such ten-day period without further notification by Sponsor unless the Purchaser (or Purchaser's agent) delivers to Sponsor or Sponsor's agent a proposed Purchase Agreement Addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report (the "Report). The Sponsor may, at the Sponsor's sole option, within five (5) business days after delivery of the Addendum and Report, elect in writing whether to correct the condition(s) prior to Closing. If the Sponsor will correct the condition, the Sponsor shall furnish the Purchaser with a certification from the Consultant or from the Sponsor's risk assessor or inspector, confirming that the condition has been remedied before the Closing date, as such date may be extended or adjourned, as provided in the Purchase Agreement. If the Sponsor does not elect to make the repairs or if, within three (3) days, Sponsor does not make a counter-offer to remove this contingency and sell the Unit in "as is" condition, then this Purchase Agreement shall become void and the Contract Deposit will be refunded to Purchaser. The Purchaser may remove this contingency at any time without cause.

PURCHASER AGREES THAT IT IS PURCHASING THE UNIT "AS IS" WITHOUT ANY PREPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CONDITION OF THE UNIT AND THE BUILDINGS, EXCEPT AS MAY BE OTHERWISE PROVIDED IN THE PLAN. PURCHASER FURTHER AGREES THAT SELLER HAS NO RESPONSIBILITY OR LIABLITY FOR, AND PURCHASER HEREBY UNCONDITIONALLY RELEASES SELLER FROM, ANY AND ALL LIABILITY, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, THAT IS BASED UPON OR RELATED TO, THE EXISTENCE OF LEAD OR LEAD-BASED PAINT OR OTHER SOURCES OF LEAD ON OR ABOUT THE UNIT AND THE BUILDINGS.

SPONSOR:

NEO IMAGE ENTERPRISES, LLC

By: _____
Name:
Title:

NEW TENT, LLC

By: _____
Name:
Title:

PURCHASER:

By: _____

By: _____

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement:
Every purchaser of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

Sponsor's Disclosure:
(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

□ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

□ Sponsor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check one below):

□ Sponsor has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

□ Sponsor has no reports or records pertaining to lead-based paint and/or lead- based paint hazards in the housing.

Purchaser's Acknowledgment:
(c) Purchaser has received copies of all information listed above.
(d) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
(e) Purchaser has [check (i) or (ii) below]:
- (i) □ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards; or
- (ii) □ Waived an opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment:
(f) Agent has informed Sponsor of Sponsor's obligations under 42 U.S.C. Section 4852d and is aware of its responsibility to ensure compliance.

Certification of Accuracy:
The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

PURCHASER:

By: _____

By: _____

SELLER:

NEO IMAGE ENTERPRISES, LLC

By: _____
Name:
Title:

NEW TENT, LLC

By: _____
Name:
Title:

AGENT:

By: _____

AGENT:

By: _____

LICENSED SPACE AGREEMENT

AGREEMENT MADE THIS _____ day of _____, 20___ (this "Agreement") by and among NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC (collectively "Sponsor"), having an office at 250 Lafayette Street, 5th Floor, New York, NY 10012, and _____, having an address at _____ _____ (the "Licensee");

WHEREAS, pursuant to that certain Condominium Declaration and By-Laws for the Condominium known as The Society House Condominium (the "Condominium") dated _____, recorded on _____ as _____, (the "Declaration") for the property having the street address 335 West 35th Street, New York, NY (the "Property"), the Property was submitted to by Sponsor as a Condominium regime;

WHEREAS, Licensee desires the right to the exclusive use of _____ (the "Licensed Space"),

WHEREAS, Sponsor holds a license to the Licensed Space,

WHEREAS, the Licensed Space is located in the Condominium and as is now under the jurisdiction of the Board of Managers ("Licensor"), and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. Subject to and in accordance with the terms and conditions of this Agreement and the Declaration, Sponsor hereby assigns to Licensee, its successors and assigns and Licensee hereby accepts from Sponsor, a license (the "License") to use the Licensed Space for its intended purpose and for no other purpose. Licensee shall, at its own expense, keep the Licensed Space clear of all debris as it relates to their use. Licensee shall not store in Licensed Space any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, or (iii) items which have an objectionable odor or which may spoil or decay. Licensee shall not (a) interfere with another licensee or deface, damage or alter the Licensed Space, the Building or Licensor's equipment.

2. The term of the License shall continue on a month to month basis until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein or in the Declaration. In the event the License is terminated, Licensee shall vacate and surrender possession of the Licensed Space, in the condition as existed prior to the commencement of this Agreement. Any property not removed from the Licensed Space at the expiration or termination of the License shall be considered abandoned and may, at Licensor's option, be disposed of at Licensee's cost and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of the License.

3. Licensee will be required to pay a monthly License Fee to Licensor as determined by Licensor in the budget. License Fees are charged and paid independently of Common Charges and Special Assessments only to Licensees. A Licensee may abandon and terminate their license upon ten (10) day's written notice to Licensor; the Licensee will not be required to pay the monthly License Fee after abandoning and terminating their license and will not be

responsible for any unpaid License Fees. Licensor will be authorized to locate a replacement Licensee, issue or sell a new license, and charge License Fees to the new Licensee with no reimbursement of the consideration paid by the Licensee that abandoned and terminated their license. In the event of a default in the payment of any monthly License Fee, Licensor, at its sole option, may declare the license terminated. Prior to making any such declaration following a default, Licensor shall send notice to the delinquent Licensee giving the Licensee a ninety (90) day grace period in which to make a payment in full. Licensor may charge the delinquent Licensee a fee of not more than One Hundred Fifty ($150.00) Dollars to cover the additional burden to the Board occasioned by the lack of timely payment, in addition to interest at the highest legal rate on the License Fee from its due date to the date payment is actually received from the Licensee. Following the ninety (90) day grace period, Licensor may terminate a license without reimbursement of the consideration paid to acquire the license.

4. Licensee shall indemnify and save harmless Sponsor, Licensor, and Licensor's agents against and from any and all liability, loss, damage and expense (including, without limitation, reasonable attorney fees and expenses) arising from injury to person or property occasioned by the failure of the Licensee to comply with any provision in this Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Licensed Space, or by the Licensor, its agents, servants or contractors when acting as agent for the Licensee as herein provided.

5. Neither Licensor nor its agents or employees shall be liable for any theft or damage to property in Licensed Space unless due to the gross negligence of the Licensor. Licensor undertakes only to act as a licensor, and under no circumstances shall the licensor or its agents be deemed to act as Licensee's bailee.

6. Licensee represents that it has made a thorough inspection of the Licensed Space and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the term of the License, take good care of the Licensed Space.

7. Licensor shall not provide any services to the Licensed Space.

8. This Agreement shall inure to the benefit of the Licensor's successors and assigns and may not be modified except by a writing signed by the party to be charged.

9. Licensee shall provide ten (10) day's written notice to Licensor upon the sale and assignment of the license.

10. If Licensee shall default in fulfilling any of its covenants or obligations, Licensor may (i) deny access to the Licensed Space until Licensee cures such default, or (ii) terminate the License by the giving of written notice to Licensee, whereupon the License shall terminate on the date set forth in such notice.

11. Licensee shall, at all times, use the Licensed Space only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to law, including, without limitation, the police

and fire departments of the City of New York. Licensee, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration and any and all rules and regulations for the Building as Licensor or its agents may from time to time adopt.

12. Licensor or its agents shall have the right (but not the obligation) to inspect and examine the Licensed Space and to make such repairs and improvements as Licensor shall deem necessary or desirable to the Licensed Space or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

13. The failure of Licensor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of any of the rules or regulations adopted by Licensor, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

14. All capitalized terms used in this Agreement not defined herein shall have the same meanings ascribed to them in the Declaration.

15. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, successors and assigns of the Licensee.

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

SPONSOR:

NEO IMAGE ENTERPRISES, LLC

By: _____
Name:
Title:

NEW TENT, LLC

By: _____
Name:
Title:

LICENSEE:

By: _____

By: _____

FORM OF POWER OF ATTORNEY

The undersigned, _____, the Owner of Unit ____ in the condominium known as The Society House Condominium, located at the T.F. Chen Art Building at 335 West 35th Street, New York, NY 10013 as designated and described in the Declaration establishing The Society House Condominium, dated _____, 20___ and recorded in the Office of the City Register of the City of New York on _____20___, in CRFN# _____ on the floor plans filed in the Real Property Assessment Department of the City of New York as Condominium Plan No. _____ (the "Condominium") do hereby irrevocably nominate, constitute and appoint the Board of Managers of the Condominium, and their successors, jointly, true and lawful attorneys-in-fact of the undersigned, with a power coupled with an interest, with power of substitution (1) to acquire, in their own names as members of the Board of Managers or in the name of their designee, corporate or otherwise by deed, on behalf of all owners of Condominium Units in said Condominium property, in accordance with their respective Common Interests, (a) any Unit whose owner desires to sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), or (b) any Unit which shall be the subject of a foreclosure or other judicial sale or whose owner desires to surrender or abandon same in accordance with the By-Laws, or (2) to lease any Unit whose Owner desires to rent the same, at such prices or at such rental, as the case may be, and on such other terms, and conditions as said attorneys-in-fact shall, in their sole discretion deem proper, and (3) thereafter to convey, sell, lease, sublease, mortgage, vote, or otherwise deal with any such Unit so acquired by them, on such terms and conditions as said attorneys-in-fact in their sole discretion determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, and (4) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium which the Board of Managers of the Condominium deems necessary or appropriate to comply with the Declaration of Condominium, or any law, ordinance or regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals or any other public authority, applicable to maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement or declaration or any amendment thereto affecting the Condominium or the Common Elements that the Board of Managers deems necessary or appropriate, provided such change is consistent with the Condominium Act.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

I (We) do hereby further irrevocably nominate, constitute and appoint NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC (“Sponsor”), having an address 250 Lafayette Street, 5th Floor, New York, NY 10012, as attorney-in-fact for the undersigned, coupled with an interest,

with power of substitution, to amend from time to time such Declaration, By-Laws and the Rules and Regulations of such Condominium, or any of such documents, when such amendment will 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 Sponsor or its designee in accordance with Article 30 of the Declaration, or otherwise to evidence or enforce a right granted to Sponsor or its designee under the Plan, Declaration and By-Laws. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph will remain in full force and effect until such time as the Sponsor or its designees cease to own any Unit in The Society House Condominium. Each and any of may act singly as such attorney-in-fact.

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney as of the ___ day of _____, 20___.

_____

_____

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

On the ____ day of _____ in the year 20___ before me, the undersigned _____, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacit(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary)

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

On the ____ day of _____ in the year 20___ before me, the undersigned _____, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacit(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary)

FORM OF UNIT DEED

THIS INDENTURE, made as of the ____ day of _____, 20___, between NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC, New York limited liability companies, having an office at 250 Lafayette Street, 5th Floor, New York, NY 10012 (hereinafter referred to as the "Grantor"), and _____, having an address_____ (hereinafter referred to as the "Grantee").

W I T N E S S ET H:

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

The Condominium Unit known as Unit No. ___ together with a _____% undivided interest in the common elements of The Society House Condominium, also known by The T.F. Chen Art Building at the street number 335 West 35th Street , County of New York, City and State of New York, said Unit being designated and described by the above unit number in the Declaration establishing a plan for Condominium ownership of the Condominium property under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York) dated _____ and recorded in the Office of the City Register of the City of New York on _____ under CRFN _____, (such declaration and any amendments thereto being referred to hereinafter, collectively, as the "Declaration"). The land on which the building containing the Unit is located is bounded and described as on schedule "A" annexed hereto, said Unit also being designated as Tax Lot _____ in Block 759 on the Tax Map of the Real Property Assessment Department of the City of New York for the Borough of Manhattan and on the floor plans of the Building (the "Floor Plans"), certified by _____, on the _____ day of _____, 20___, and filed in with the Real Property Assessment Department of the City of New York on the _____ day of _____, 20___, as Condominium Plan No. _____ and also filed in the Office of the City Register of the City of New York as Condominium Map No. _____ under CRFN _____.

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

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of The Society House Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind the 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 hereinafter 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 that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 16 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium's Board of Managers (as such term is defined in the Declaration) a Residential Unit is intended for residential purposes only.

The 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 (any Rules and Regulations adopted under the By-Laws).

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

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

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.

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

Grantor:

NEO IMAGE ENTERPRISES, LLC

By: _____
Name:
Title:

NEW TENT, LLC

By: _____
Name:
Title:

Grantee:

_____
(Print Name)

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

On the ____ day of _____ in the year 20__ before me, the undersigned _____, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 which the individual(s) acted, executed the instrument.

_____
(Notary Public)

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

On the ____ day of _____ in the year 20__ before me, the undersigned _____, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 which the individual(s) acted, executed the instrument.

_____
(Notary Public)

SCHEDULE A

PROPERTY DESCRIPTION

FORM OF INTERIM LEASE AGREEMENT

AGREEMENT made this ___ day of _____, between NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC, having an office 250 Lafayette Street, 5th Floor, New York, NY 10012 (hereinafter SPONSOR) and _____ whose address is 335 West 35th Street, Unit # ____, New York, NY 10013 (hereinafter PURCHASER),

WITNESSETH,

WHEREAS, SPONSOR is the Sponsor of a condominium conversion of premises located at 335 West 35th Street, New York, NY 10013 and;

WHEREAS, PURCHASER has executed a Purchase Agreement for Unit ___ (the "Apartment") at said premises, and;

WHEREAS, PURCHASER wishes to occupy said Apartment prior to the closing of title;

NOW, THEREFORE, in conformity with the terms and conditions of the Offering Plan filed with the Attorney General of the State of New York, the parties agree as follows:

1) Commencing on _____, 20___, and terminating as hereinafter specified, PURCHASER shall have the right to use and occupy the aforementioned Apartment.

2) After a free three week grace period, PURCHASER shall pay a fee for use and occupancy of the Apartment of $_____ per month. It is understood that this use and occupancy fee is not rent, and that no landlord-tenant relationship has been created between the parties, and that this Agreement is not governed or subject to any rent regulatory laws. PURCHASER has deposited with SPONSOR, and SPONSOR recognizes that PURCHASER has deposited the sum of $_____ representing a deposit under the Purchase Agreement. PURCHASER'S deposit of $_____ shall be applied against the purchase price of the Unit at closing and is subject to forfeiture by PURCHASER in event of his default under the Purchase Agreement. In the event of Purchaser's default under the terms of the Interim Lease, Sponsor may direct the Escrow Agent to pay any use and occupancy fees due by Purchaser from such deposit.

3) The use and occupancy fee for the month in which closing occurs shall be adjusted at closing. No portion of the use and occupancy fee will be applied to the purchase price of the apartment. Any unapplied use and occupancy fee shall be refundable to PURCHASER at closing.

4) The terms of the Offering Plan and all related documents in effect as of the date hereof are incorporated in and made a part of this Agreement. To the extent that there are any inconsistencies between this Agreement and the Offering Plan, the provisions of the Offering Plan shall control.

5) As of the date of this Agreement, risk of loss to the Apartment and its contents by fire of other hazard shall be determined pursuant to the terms of the Purchase Agreement for such Apartment, as contained in the Offering Plan for the premises in effect as of the date hereof, as if PURCHASER were the owner of such Apartment.

6) PURCHASER shall pay all utility costs and make any repairs to the apartment for which he would be obligated as owner subject to the terms and provisions of Paragraph 12. SPONSOR will not be responsible for ordinary wear and tear to the Apartment during the PURCHASER'S occupancy.

7) PURCHASER may not make any alterations to the Apartment without SPONSOR'S written consent.

8) This lease will terminate on the happening of the earliest of the following:

a. Closing
b. Rescission ("Rescission") of the Purchase Agreement by PURCHASER under the Offering Plan
c. Default by PURCHASER

9) Upon a default by PURCHASER which is not cured within 30 days after notice thereof, or immediately after Rescission of the Purchase Agreement by PURCHASER, PURCHASER'S right to occupy the apartment will terminate, and PURCHASER must vacate the Apartment. PURCHASER agrees to pay SPONSOR $500.00 per day for each day he remains in possession following the periods set forth above, and PURCHASER AND SPONSOR hereby irrevocably authorize ESCROW AGENT to deduct said per diem sum directly from any amounts being held in escrow pursuant to the Purchase Agreement. Nothing contained herein shall be construed so as to limit SPONSOR'S ability to have PURCHASER evicted from the premises and to pursue any other legal remedy available to SPONSOR, nor shall anything herein be construed as a waiver by the SPONSOR of his right to retain, as liquidated damages, the down payment deposited upon execution of the Purchase Agreement.

10) Any default under this Agreement will be a default under the Purchase Agreement, and any default under the Purchase Agreement will be a default under this Agreement. Any such default will terminate PURCHASER'S right to use and occupy, and will also terminate PURCHASER'S right to purchase the Apartment, and shall result in loss of the down payment.

11) This Agreement may not be assigned, and may not be changed, except by signed, written instrument. This Agreement is the entire agreement between the parties as regards use and occupancy of the Apartment pending closing.

12) As of the date hereof, PURCHASER confirms that all work required to be done in or about the subject apartment has been completed, that the condition of title as set forth in the PURCHASER'S title report is acceptable, and that in all respects PURCHASER agrees to accept the Apartment in "as is" condition except for the aforementioned items. As of the date hereof, PURCHASER waives any right whatsoever to cancel the Purchase Agreement, except for a material change in the Offering Plan.

13) Failure to appear for closing within 30 days after delivery to PURCHASER of notice by fax or mail that SPONSOR is prepared to close shall be deemed a default both in this Occupancy Agreement and in the Purchase Agreement entitling SPONSOR to cancel the Purchase Agreement,

retain all sums previously paid and remove PURCHASER from the subject apartment, and collect the increased use and occupancy fee set forth in Clause 9 above.

14) PURCHASER agrees that as a term of this Occupancy Agreement to pay a lease preparation fee in the amount of $500.00 to SPONSOR'S attorney.

15) In the event there are any inconsistencies between the Offering Plan and this Interim Lease, the terms of the Offering Plan shall govern.

IN WITNESS WHEREOF, the parties hereunto set their hands this ____ day of _____, 20___.

SPONSOR:

NEO IMAGE ENTERPRISES, LLC

By:_____

NEW TENT, LLC

By:_____

PURCHASER:

_____

TAX ESCROW AGREEMENT

AGREEMENT made this ____ day of _____, 20__ by and among NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC (hereinafter referred to as "Sponsor"), the Board of Managers of The Society House Condominium (hereinafter referred to as "Board of Managers") and _____, (hereinafter referred to as "Purchaser")

W I T N E S S E T H:

WHEREAS, Sponsor is the Sponsor of The Society House Condominium located at the T.F. Chen Art Building with an address of 335 West 35th Street, New York, NY 10013; and,

WHEREAS, the Board of Managers is charged with governing the operation of said Condominium; and,

WHEREAS, as of the date hereof, Sponsor controls the Board of Managers; and

WHEREAS, the Purchaser is acquiring title to Unit ___ (the "Unit") on the date hereof; and,

WHEREAS, the individual Condominium Units located at the aforementioned property have not been separately assessed for real estate tax purposes prior to the closing of the first Unit located thereat; and,

WHEREAS, the Board of Managers desires to secure the Purchaser's obligation to pay Purchaser's proportionate share of the taxes due for the Unit for the _____ of the _____ tax year in the event that property has not been separately assessed by _____; and,

NOW, THEREFORE, the parties agree as follows:

1. At closing, the Purchaser shall escrow funds with the Sponsor for Purchaser's proportionate share, based on the Unit's percentage of Common Interest, of the Sponsor's real estate tax obligation for the _____ of the _____ tax year (the "Tax Obligation") in the amount of $_____.

2. The Board is irrevocably authorized to pay, and hereby agrees to so pay, Purchaser's proportionate share of such real estate taxes as are assessed against the premises from the escrow account when such taxes are due and payable.

3. In the event that the Purchaser's escrow of the Tax Obligation shall be insufficient to meet the Purchaser's proportionate share of the actual assessed real estate taxes, the Board of Managers shall assess the Purchaser for such shortfall. Purchaser hereby agrees to pay such assessment in accordance with the terms of the Declaration and By-Laws but in no event later then the due date for such real estate tax payment.

4. Upon each subsequent closing of the remaining Units, the Sponsor shall collect the estimated amount of taxes attributable to such Unit for the _____ of the _____ tax year from the purchaser thereof.

5. The escrow shall be kept in a non-interest bearing account.

6. The escrow account shall be maintained in accord with all laws, rules, and regulations of the State of New York, specifically including, but not limited to, the General Business Law; and, shall be deemed held for the benefit of the condominium.

7. In the event that any sum paid to the Board hereunder shall not be paid toward real estate taxes for any reason, such sum shall be reimbursed to the Purchaser or Sponsor who advanced same.

8. Purchaser shall be entitled to receive any retroactive credit for real estate taxes actually paid by Purchaser (either directly or via payment from the escrow account) from the date of closing until the individual tax lot for the Unit is separately assessed which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Sponsor, Sponsor shall promptly reimburse the Purchaser in the amount of said credit.

9. Sponsor shall be entitled to receive any retroactive credit for real estate taxes actually paid by Sponsor for any period prior to closing which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Purchaser, Purchaser shall promptly reimburse the Sponsor in the amount of said credit.

10. In the event that the individual Condominium Units have not been separately assessed for real estate tax purposes on or before _____, the Board will collect an additional escrow from each Unit Owner for the Unit Owner's proportionate share of the amount determined by the Board to be sufficient to pay the outstanding real estate taxes. In such event the Board shall be authorized to pay all outstanding real estate taxes directly to the New York City Department of Finance.

11. The Unit Owner indicated below has executed this Agreement for the purpose of consenting to the terms hereof and to agree to advance to the Board any sums that represent the proportionate share of real estate taxes for his or her Unit until the time when the City of New York actually apportions the tax lots for the individual condominium units.

12. This Agreement may be signed in counterparts and facsimile or other electronic copies of signatures shall be deemed originals for purposes of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties set their hands the date above first written.

NEO IMAGE ENTERPRISES, LLC
SPONSOR

By: _____
Name:
Title:

NEW TENT, LLC
SPONSOR

By: _____
Name:
Title:

NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC
SPONSOR

FOR THE BOARD OF MANAGERS OF
The Society House Condominium

By: _____
Name:
Title:

CONSENT:

_____
Purchaser

THE FOLLOWING REPORT WAS PREPARED BY THE OFFICE OF ISSAC & STERN ARCHITECTS P.C. 01/22/2019

PROPERTY ADDRESS:	335 West 35th Street New York, NY 10014 Borough of Manhattan
BLOCK:	759
LOT:	18
ZONING DISTRICT:	C6-4M Special District
ZONING MAP:	8d
COMMUNITY DISTRICT:	Community District 1
OWNER:	Neo Image Enterprises LLC New Tent LLC 250 Lafayette Street New York, NY 10003
ARCHITECT:	Ralph Kowalczyk 307 5th Avenue, 14th Floor New York, New York 10012
RE:	The Society House Condominium The T.F. Chen Art Building 335 West 35th Street, New York, New York



This Report was prepared for the Sponsor for inclusion in an Offering Plan for conversion of the property to condominium units. The Report is based on:

(a) A visual inspection of the existing spaces and mechanical equipment and a description of the work performed as deemed necessary, but not, unless otherwise stated herein, any tests or penetration into existing walls, ceilings, floors, etc. or removal of any remaining structural or mechanical elements. It is understood that not all aspects of the physical condition of the Property can be ascertained from a visual inspection alone, and

(b) Information provided by the Sponsor and/or its representatives. This report fairly describes the condition of the building and proposed improvements on the Property as of the date of the inspection with respect to those facts, which could be ascertained from a visual inspection at that time, except as noted herein. This Report provides a general description of the Property, interior spaces and mechanical equipment and a fair summary of their general condition, but is not intended to be a complete detailed list of every piece of equipment or of their condition. Emphasis is on their condition at the time of the inspection including deficiencies probably unknown to occupants, rather than description of material make-up usually obvious to residents.

The contents of this Report are correct to the best of my knowledge and belief. This report and the conclusions stated herein are, however, limited to actual knowledge based upon visual inspection, undertaken with due diligence of visible portions of the property and information voluntarily supplied by the Sponsor, no representation is made, however, as to the truth, completeness or accuracy of this information.

This report is not to be construed as a guarantee or warranty. It is not intended or prepared for the purpose of fixing a value to the Property or as an option as to the advisability or inadvisability to purchase the Property or acquire share(s) in the condominium units being offered pursuant to the Sponsor's Offering Plan.

ARCHITECT'S STATEMENT

DESCRIPTION OF PROPERTY AND BUILDING CONDITIONS

A. Location and Use of Property

B. Status of Construction

C. Site

D. Utilities

E. Sub-Soil Conditions

F. Landscaping and Enclosures

G. Building Size

H. Occupancy

I. Structural System

1. Structural System
2. Foundation Walls
3. Exterior Walls
4. Windows
5. Landmark Status
6. Parapets and Coping
7. Chimneys and Caps
8. Balcony and Terraces
9. Exterior Entrances
10. Service Entrances
11. Roof and Roof Structures
12. Fire Escapes
13. Yard and Courts
15. Interior Stairs
16. Interior Doors and Frames
17. Elevators

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Y. ADDITIONAL INFORMATION

A. Location and Use of the Property:

1. Address: 335 West 35th Street, New York, NY 10012

2. Block/ Lot No.: Block: 759, Lot: 18

3. Zoning District: C6-4M / R10

4. Permissible Uses: Pursuant to the Zoning Resolution, permitted uses in an M6-4M/R10 zoning district include residential and community facility uses, most commercial uses, and specified manufacturing uses. The proposed alteration will convert the existing non-residential use building into Residential Use Group 2, occupancy group R-2, and is developed under the regulations of Chapter 5 of Article I - residential conversion within existing buildings. At the time of the closing, the property and proposed use will comply with all zoning and use requirements.

B. Status of Construction:

1. Year Built: The site contains an existing building that was constructed in the 1920s as an 12-story building as stated in the most recent certificate of occupancy from the NYC Department of Building's online records. The existing 12-story building occupies the entire lot and will remain.

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

3. Certificate of Occupancy: The building's existing certificate of occupancy (number 13431) was issued on December 13, 1927. An application has been filed with the NYC Department of Buildings to change the certificate of occupancy from Manufacturing to Commercial to Residential Use on the 1st through 12th floors. The certificate of occupancy will be processed at conclusion of the conversion work as required by NYC building code, including Local Law 58 and Local Law 26. The certificate of occupancy application will be subject to inspections and signed-off by Department of Buildings and Department of Highway.

4. Application Numbers & Description of Work:

Alteration Type 1 for building conversion filed with the NYC Department of Buildings under application #121507208.

Scope of work includes residential conversion of a 12-story building over cellar and Penthouse Level. Sixty-six (66) residential units to be located on floors 3 through Penthouse Leve. The remainder of the cellar to be occupied by a gym, Multi-purpose room, super's office, bike storage, storage rooms, and mechanical/ electrical/ plumbing rooms. First floor to be occupied with

residential lobby and the remainder to be occupied with commercial space (gallery), that also occupies second floor. The conversion complies with Chapter 8 of the zoning resolution for the Quality Housing Program. All dwelling units are larger than 400 square feet.

The existing masonry façade along 35th Streets are to be restored on the 3rd to 12th floors. New metal panel cladding will be installed at Penthouse Level. The 1st and 2nd floor to be cladded with stone veneer. The north and east elevations are to remain as brick facade from the 1st to 12th floors. The west elevation is abutting existing adjacent building. 335 W 35st Street building entrance to receive new marquees and new insulated windows to replace existing windows.

Construction work is expected to be completed on or around September 2019.

C. Site:

1. Size: Lot size is approximately 7,406 square feet

2. Number of Buildings and Use:

Single existing building consisting of twelve (12) stories over cellar with Penthouse Level and roof bulkhead. Proposed use is commercial on 1st and 2nd floors and residential occupancy with sixty-six (66) dwelling units.

3. Streets: The property is situated on West 35th. The length of the property along West 35th is 75'-0".

(i) Paving: The streets are paved with asphalt cementitious material, owned and maintained by the City of New York. Paving is in fair condition.

(ii) Curbing: Existing steel face curbs, where streets abut sidewalk, in fair condition and to be replaced with new curbs as required by NYC regulations.

(iii) Catch Basins: No catch basin on the sidewalk along property.

(iv) Street Lighting: No street lighting on the sidewalk along property.

(v) Conformity with Fire Codes: Items in Section 3 are in compliance with NYC Fire Codes.

4. Sidewalks, Ramps and Drives:

(i) Sidewalks: Existing concrete sidewalks adjacent to property run from property line to curb along West 35th Street. New sidewalks to be constructed to replace existing sidewalks at completion of construction. New sidewalk will comply with NYC Highway Department regulations. Sidewalks will be used and maintained by the building.

(ii) Ramps: No ramps on the sidewalks along the property.

(iii) Drives: No drives on the sidewalks along the property.

(iv) Curb cut: Existing curb cut runs along West 35th Street. New curb cut complying with NYC Highway Department regulations to be constructed at entrance to loading berth only. Curb cut to be used and maintained by the building.

5. Environmental Restrictions:

No environmental restriction exists for the site.

D. Utilities:

1. Electricity: Electricity is provided by Consolidated Edison Company ("Con Edison"). Electricity to units shall be separately metered by Con Edison and paid for by the owner of such unit. The cost of electricity consumed in common areas (including electricity required to power the A/C units and any supplemental electric heating elements or heaters located in the same) and heating of the lobby, amenities spaces, and public corridors is borne by the unit owners as a common expense and will be allocated to each as noted in the budget. These expenses are to be paid through common charges.

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 commonly metered and the cost of electric use measured thereby shall be a common expense of all the unit owners.

2. Gas: Gas will be metered by Con Edison. Two common gas meters will be provided for the Building. First - for all residential gas Cook Tops, second – for Emergency Generator. The cost of gas use measured thereby shall a common expense of all of the unit owners.

3. Water & 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, and the cost of water use measured thereby with any sewer changes, shall be a common expense of all of the unit owners.

4. Telephone: "Local" telephone is provided by Verizon and/ or another service provider. Every unit owner is required to pay their associated telephone charges, which include initial charges for activating individual outlets in their unit and continued service. The telephone charges with respect to the public areas of the building are borne by the unit owners as a common expense and will be allocated to each as noted in the budget.

5. Cable Television: Cable television service is provided by Verizon and/ or another service provider. Every unit owner who desires to obtain such

service is required to pay the cable company for activating the wiring in their unit and for installing appropriate outlets in the same. Thereafter, the unit owner is required to pay a monthly service charge to such service provider, which varies depending upon the services subscribed to by the unit owner.

6. Cable Television: High speed internet service will be available for all Residential Units provided by Time Warner Cable TV or Verizon FIOS. It is the responsibility of the unit owner to obtain such service from an internet service provider servicing the Condominium, and the cost of such service shall be paid by the respective unit owner.

E. Sub-Soil Conditions:

1. Existing Foundation Footings and Foundation:

Based on tests performed on March 2015, the site soil is classified as Seismic Site Class D. This is equivalent to Seismic Design Category B. No further foundation information is currently available.

The Sponsor is not aware of any adverse conditions, groundwater, and moisture seepage or settlement problems. The cellar slab has no major cracks and/or deteriorated conditions at the present time. There is no apparent danger from flooding or failed waterproofing due to sub-soil conditions.

F. Landscaping & Enclosures:

1. Grass Cover & Plantings: No fixed planters proposed on the property.

2. Trees: Three (3) proposed trees on the sidewalk of West 35th Street. Trees to be planted and maintained as required by the Parks Department and Highway Department regulations.

3. Fencing: No fencing on the property.

4. Gates: No entry gate on the property.

5. Garden Wall: No garden walls proposed on the property.

6. Retaining Walls: No retaining wall on the property.

7. Display Pools: No display pools and/or water fountains.

G. Building Size

1. Building Height: The total building height from average sidewalk elevation to top of the highest residential floor (Penthouse Level) is 155'-9". The total building height from average sidewalk elevation to top stair

bulkhead is 166’-1” and to top of elevator bulkhead is 178’-6”.

2. Crawl Space: Existing crawl space to remain on the North side of the property.

3. Sub-Cellar & Cellar: No sub-cellar proposed or exists on property. One cellar with varying ceiling heights exist and to remain on the property. Ceiling height varies from 11’-4” at utility and storage rooms, 10’-0” at Gym and multipurpose room, to 8’-0” at handicapped toilet rooms. (20.7(g))

4. Number of Floors: Building consists of twelve (12) floors and Penthouse Level, with top of slab to top of slab dimension:

1st floor - 16’-0”
2nd floor - 11’-6”
3rd floor - 11’-6”
4th floor - 11’-6”
5th floor - 11’-6”
6th floor - 11’-6”
7th floor - 11’-6”
8th floor - 11’-6”
9th floor - 11’-6”
10th floor - 11’-6”
11th floor - 11’-6”
12th floor - 11’-6”
P.H. floor-12’-4”
Roof Level - 10’-4”
Elevator Bulkhead Level - 12’-5”

5. Equipment Rooms: Utility and mechanical rooms are located at cellar level and encompass a net area of approximately 1,400 SF. Trash compactor room, located at cellar level, east of elevator bank. Elevator control room is located on the roof. Individual hot water heaters located at each apartment.

6. Parapet: Parapets with stone coping at roof levels to be at least 3’-6” above finished roof elevation.

H. Occupancy

Cellar: Building services, security/IT room, compactor room, trash storage room, storage rooms, bicycle storage, gym, multipurpose room, and super’s office.

Ground Floor: Building services, and gallery space. Building services include lobby, mail room and concierge.

Second Floor: Art gallery space, office and workshop.

3rd – P.H. Floors: There are sixty-six (66) residential units and two (2) exit stairs from the lobby to roof (Stair A & B).

Main Roof:	Elevator machine room and open roof recreation area with building systems equipment. Access to the main roof is through the elevator and exit Stair A & B.
Bulkhead:	Building services and mechanical units.

I. Structural System:

1. Primary Structure:	The existing structure was built in 1927 as a printing plant. All floors have a maximum live load capacity of 120 pounds per square foot. The structure consists of cinder concrete slabs reinforced with draped welded wire mesh, supported by steel filler beams, steel girders and steel columns that are encased in cinder concrete. The structure is laterally supported by moment frames and brick exterior walls.
2. Foundation Walls:	The perimeter walls are supported on concrete strip footings. The slab on grade is placed on fill material generally consisting of light brown gravelly sand with cobbles (frequent), boulders (occasional), up to 12-in. size. The top of strip footing is 10-in. below top of original slab-on-grade. The steel columns bear on shallow concrete square footings with varying sizes. Top of the footings vary with most footings around two feet below the top of the slab on grade. 3. Exterior Walls: Existing exterior walls are multiwythe brick walls on the east and west sides and brick veneer with block backup on the north and south sides. Existing decorative stone cornice over brick wraps West 35th Street facade. The walls, facings, detailing, lintels, sills, and back-ups are in fair condition. Local Law-11 report for the 7th cycle filed with Department of Buildings. Sponsor to file work type application to address unsafe conditions observed at the time of the engineer's inspection and stated in the report filed on 12/02/2016. (20.7(h))
4. Windows:	The windows will be manufactured by "Taiwanglass". The windows and doors to comply with the requirements of AAMA Grade and Performance Class F-AW40. The 1st floor to have windows and entrance made of fully tempered glass conforming to ASTMC 1048. The frames to be made of extruded aluminum and shall conform to ASTMB 221. Double-swinging door at 1st floor residential lobby entrance. The doors are made of fully-tempered glass conforming to ASTMC 1048. Extruded aluminum frames to conform to ASTMB 221. The above are subject to inspection every 5 years for meeting the LL11/98 requirements. As required by NYC code, windows are limited to open 4 inches. If required by an emergency or needed for cleaning the limit can overwritten by building management. Periodic window cleaning will be scheduled by the building management only.

Lot-line windows to consist of tempered glass and one (1) sprinkler head within 6' of window as required by building code. No window wells to be used as means of egress. Lot-line windows are located on eastern elevation. Floors 4 and 5 will have one (1) lot-line window in Units 4D and 5D located in the living room. Floors 6 and 7 will have one (1) lot-line window in Units 6D, 7D, 6E and 7E, located in the living rooms. Unit 8D has one (1) lot-line window, located in living room. Unit 8E has one (1) lot-line windows located in the living room. Unit 9E has one (1) lot-line windows located in the living room. Unit 9D has one (1) lot-line window located in the bedroom. Unit 10E has one (1) lot-line window located in the living room. Unit 10D has one (1) lot-line window located in the bedroom. Unit 11E has one (1) lot-line window located in the living room. Unit 11D has one (1) lot-line window located in the bedroom.

Because the building is a conversion, living rooms require 20' from property to get credit for light and air; bedrooms require 5'. Any window that that is closer to the property line than the above mentioned requirements is considered a "lot-line window". Lot-line windows are limited in allowable size to 10% of wall at the specific floor it serves. The building complies with these requirements.

Pursuant to the provisions of the Zoning Resolution applicable in Special Mixed Use Districts, the building may be converted to residential use subject to special regulations without having to comply with all of the bulk requirements that would be applicable to new residential construction; conversion under these provisions would also allow use of less restrictive requirements of the New York Multiple Dwelling Law for light and air. All the residential units facing South and East will comply with the light and air requirements of Section 277, Article 7B of the Multiple Dwelling Law.

5. Landmark status: The proposed building does not have Landmark status.

6. Parapets and Copings: Stone and metal coping on top of parapet to be 16" wide x 4' long sections. Parapet height to be 3'-6" above finished roof. Parapet to be constructed from 3 5/8" brick, 8" CMU reinforced with corrosion resistant dowels embedded into existing concrete slab and stucco finish facing main roof.

7. Chimneys and Caps: Building will have no chimneys. All chimneys, flues and caps to comply with NYC Building Code Table 601 and Mechanical Code.

8. Balconies and Terraces: Six (6) existing balconies are located at the 3rd through 8th floors, unit line "D". Two (2) existing balconies are located at 9th and 10th floors unit line "D". Two (2) existing balconies are located at 11th and 12th floors (Accessed through staircase B). (20.7(h)) Ten (10) terraces are located at 2nd through 12th floors. Access to balconies and terraces are through residential units only, no public access. Access to public terrace at 2nd floor through art gallery. All terraces to have roof drains and parapets with metal or stone coping or balusters. Management will require access for periodic window

cleaning.

(i) Deck Finish: All terraces to have concrete pavers (or equal).

(ii) Balustrade: Iron balustrades to be installed on all balconies and terraces.

(iii) Railings: Railings at apartment balconies and terraces to be made of iron and welded to vertical iron post. Top of the rail to be 3'-6", or higher, above balcony/terrace floor as required by NYC building code. Railing design does not to create ladder effect. (20.7(h))

(iv) Copings: Metal sheet coping 16" wide x 48" to be installed on parapets.

(v) Soffits: Soffits to be finished with stucco.

(vi) Doors to terraces and rear yards:

Thermally broken aluminum doors and frames with 1" insulated safety glass and exterior finish. Doors to comply with AAMA grade and performance and meet NYC Energy Code.

9. Exterior Entrances:

(i) Exterior Doors and Frames:

West 35th Street residential lobby entrance consists of one (1) set of double swing doors. Art gallery entrance to consist of two (1) set of double swing doors and a single out swing door. Steel finish door frames with min. 1/2" safety glass. Exterior entrances are to be ADA compliant.

(ii) Exterior Stairs: No exterior steel stair located on the property.

(iii) Railings: Railings at stairs and perimeter walls to be made of 1 1/4" diameter schedule 80 pipe railing with paint finish. Railing supported on vertical 1 5/8" diameter schedule 40 pipe railing, also to be painted.

(iv) Mailboxes: Mailboxes made of extruded aluminum and approved by the US Postal Service. Mailing distributed by the US Postal Service. Mailboxes located in the main residential lobby on the 1st floor.

(v) Exterior Lighting: Exterior grade surface mounted lighting to be installed along West 35th Street façade. Exterior lighting fixtures to be provided at 2nd, 7th, 8th, 9th, 10th, 11th, 12th, Penthouse floor terraces and roof recreation area.

(vi) Marquees: Three (3) marquees proposed; one over the residential entrance, one over art gallery entrance and one over egress exit. (20.7(h))

10. Service Entrances: No service entrance on the property.

11. Roof and Roof Structures:

Main roof level to have mechanical and elevator/stair bullhead; the remainder is open recreation area with building systems mechanical equipment. Roof level to be accessible through elevators and exit stairs. Hose bibs to be provided at roof areas.

(i) Material: All main roof areas to be covered with new roofing, manufactured by Siplast and/or "American Hydrotech Inc." and/or "Monsey Bakor" and/or Barrett Company" (or approved equal). Roofing material to consist of two (2) plies of a prefabricated, torch grade Styrene-Butadiene-Styrene (SBS) copolymer modified asphalt system secured to a prepared substrate. Roofing to have flashing: a multi-component, flexible, polymethylmethacrylate (PMMA) based resin combined with a thixotropic agent for use in combination with fleece fabric to form a monolithic, reinforced flashing membrane. Roofing to have extruded polystyrene insulation on top (6" of rigid insulation minimum). R-value = 4.8 per inch, which provides the roof with a total R-value of 28.8.

(ii) Flashing Material: Roof flashing to be stainless steel complying with ASTM A 666, and/or aluminum extrusions. Minimum thickness of aluminum 0.050 inch. Flashing to also have Bituminous Coating: cold applied asphaltic coating, polyethylene underlayment: 6 mil carbonated polyethylene film complying with FS L-P-512. Metal flashing to have flat-lock seams with expansion provisions. All concealed sheet metal flashing to be made of stainless steel 0.0187 inch thick metal. Roof flashing to have metal flashing sheet metal made of stainless steel.

(iii)Drains: Cast iron drains are provided, which discharge through internal leaders into the building storm systems. All roof drains/area drains discharging to the combined sewer connected to the street sewer. Additional overflow drains are required at each roof drain location per NYCBC requirements. There is one (1) drain located at the 2nd floor terrace, one (1) at the 7th floor terrace, one (1) at the 8th floor terrace, one (1) at the 9th floor terraces, two (2) at the 10th floor terraces, one (1) at the 11th floor terrace, two (2) at the 12th floor terraces, three(3) at the Penthouse Level and two (2) at the roof level.

(iv)Skylights: There are no Skylights provided. (20.7(h))

(v) Stair Bulkheads: Stair bulkhead exterior walls consist of 6" @ 16" O.C. steel stud and steel framing construction. Composite metal finish at all sides. Elevator control rooms will have 2 hour rated framed wall construction finished with insulated stucco finish on all sides. There is also 2 hour, fire-rated gypsum board stud wall that separates egress stair with the elevator shaft and elevator machine room located east of fire stairs.

(vi) Metal Work at Roof Level:

There is no metal stair or hatches at roof level. There are four (4) ship ladders for access to the bulkhead roofs. Ladder to be made out of extruded aluminum ASTM B221 Alloy 6063 Temper and is attached to the wall with brackets. Ladder rails extend 42" above roof level. Ladder is installed 7" away from the wall. (20.7(h))

(vii) Rooftop Facilities: Elevator bulkhead located at west portion of main roof and extends to a height of 178'-6" above street. Stair bulkheads on main roof extend 166'-1" above sidewalk. Trash chute vent extends 6' above roof level.. HVAC (heating and cooling) equipment for residential units includes individual condensing units serving all residential units and located on top of roof. Vent shafts, residential toilet and kitchen exhaust fans that terminate at roof. Roof fan is located approximately one foot above finished roof level. Toilet and kitchen exhaust fans are located on a curb with pitch pockets as required.

Roof level accessible to all residents to have concrete pavers supported by stackable or adjustable pedestals. Exterior grade lights around recreation area surface mounted to parapets and bulkhead walls. Larger HVAC equipment situated on the roof, serving residential areas, to be located at roof or bulkhead roofs supported on concrete pads and/or dunnage beams.

12. Fire Escapes: No fire escapes in building.

13. Yards and Courts: No exterior yard located at the property. Existing 6'-0" x 16'-7" inner court located at eastern side of the building.

(i) Paving: 2' x 2' precast concrete pavers.

(ii) Drainage: One (1) cast iron drain provided connected to the building drainage system.

(iii) Railing: Railings at court to be made of iron and welded to vertical iron post. Top of the rail to be 3'-6", or higher, above floor as required by NYC building code

(iv) Stair: No exterior stair provided.

(v) Fencing: No fencing provided.

(vi) Walls: No walls provided.

15. Interior Stairs: Two (2) set of egress stairs (A & B) provided. Stair A located at west side of the building. Stair B located at east side of the building. Stairs separated by 2-hour fire-rated wall. Stairs extend from the 1st floor to the main roof above the Penthouse floor. Two stairs serving residential occupancy (A, B) egress vertically cellar to 1st floor. Stair A egress to lobby and then to street. Stair B egress to street.

(i) Enclosure: Enclosure of interior fire stairs made of 20 gauge steel studs, 24" on center with one layer of 1" shaft wall and double layer of 5/8" fire code gypsum board on each side. Finish gypsum board spackled and painted. All doors at stair enclosure to have self-closing devices and the fire rating required by code.

(ii) Construction for steel stairs:

Steel pan stairs with reinforced cement fill.

(iii) Threads: Reinforced cement 1 1/2" thick.

(iv) Stringers: Steel channels 1 1/2" wide, 12" deep and 1/4" thick.

(v) Risers: Steel pan 1/4" thick and approx. 7.5" high.

(vi) Guard Rails: 1 1/2" x 1 1/2" steel tubes.

(vii) Balustrades: 1/2" round steel bars located 4" O.C.

(viii) Construction for concrete stairs:

Reinforced concrete construction.

(ix) Concrete Threads: Reinforced concrete with non-skid strips.

(x) Concrete Risers: Reinforced concrete with non-skid strips.

(xi) Guard Rails: Schedule 40 pipe railing 1 5/8" diameter attached to wall with steel brackets.

Steel stair with wood cladding located on the roof level.

16. Interior doors and frames:

(i) Residential Unit Entrance:

Fire rated solid core wood and frames.

(ii) Corridor doors and frames:

Hollow metal door and frame made of 16 gauge sheet metal

(iii) Stair Hall doors and frames:

Hollow metal door and frame made of 16 gauge sheet metal.

(iv) Roof doors, cellar doors and frames:

Hollow metal door made of 16 gauge sheet metal and 14 gauge sheet metal.

(v) Apartment units (interior doors):

Solid core doors. Saddles in bathrooms and laundry closets only.

17. Elevators: Two (2) elevators in the building servicing the residential units (PE#1 and PE#2) and one (1) elevator servicing art gallery (PE#3).

Elevators maintenance cost to be borne by the unit owners as a common expense to be allocated as noted in the budget.

PE#1

Elevator Style: MRL

Landings: Thirteen (13) (1-13)

Openings: Thirteen (13) - In-line openings

Travel: 142'-6" total travel – approx.

Capacity:	3500 Lbs.
Speed:	350 FPM
Operation:	Simplex - Automatic Selective Collective
Elevator Platform:	7'-0” x 6'-3"
Hoistway Entrances:	Clear Opening: 3'-6" W x 7'-0" H
Clear Hoistway:	8'-7" W x 6’-11" D
Pit:	11'-9"
Cabs:	Manufacturer: ThyssenKrupp, or equal.
	Floor: Stone or porcelain tile
	Walls: Stainless Steel
	Ceiling: Stainless Steel
	Lighting: 4” downlights (recessed)
	Alarm System manufactured by ThyssenKrupp (or approved equal)

PE#2

Elevator Style:	MRL
Landings:	Fifteen (15) (C, 1-13, R)
Openings:	Fifteen (15) - in-line openings
Travel:	167’-5" total travel – approx.
Capacity:	3500 Lbs.
Speed:	350 FPM
Operation:	Simplex - Automatic Selective Collective
Elevator Platform:	7’-0” x 6’-3”
Hoistway Entrances:	Clear Opening: 3'-6" W x 7’-0" H
Clear Hoistway:	8'-7" W x 6’-11" D
Pit:	5'-0"
Cabs:	Manufacturer: ThyssenKrupp, or equal. Floor: Stone, or porcelain tile. Walls: Stainless Steel Ceiling: Stainless Steel Lighting: 4” downlights (recessed) Alarm System manufactured by ThyssenKrupp (or approved equal)

PE#3

Elevator Style:	MRL

Landings:	Three (3) (C, 1, 2)
Openings:	Three (3) - in-line openings
Travel:	27’-9" total travel – approx.
Capacity:	2700 Lbs.
Speed:	110 FPM
Operation:	Simplex - Automatic Selective Collective
Elevator Platform:	7’-0” x 6’-3”
Hoistway Entrances:	Clear Opening: 3'-6" W x 7’-0" H
Clear Hoistway:	8'-4" W x 6’-11" D
Pit:	4'-0"
Cabs:	Manufacturer: ThyssenKrupp, or equal. Floor: Stone, or porcelain tile. Walls: Stainless Steel Ceiling: Stainless Steel Lighting: 4” downlights (recessed) Alarm System manufactured by ThyssenKrupp (or approved equal)

J. Auxiliary Features

1. Laundry: Washers and dryers proposed for residential units (see appliance schedule in Section V “Unit Information” for washer/dryer manufacturer).

2. Refuse Room: Compactor manufactured by Chutes Enterprises model #CE-150 (or equal). Compactor to be located in a 200 SF dedicated refuse room at cellar level near the elevator bank. A 24” diameter stainless steel reuse chute in refuse disposal rooms on all floors. Refuse room walls to be 8" concrete block. Compactor hydraulically operated to have automatic shut-off control with high-density compaction of 50 C.Y. of waste per hour. Trash removed from the compactor room and placed on the sidewalk by building management for collection by NYC Sanitation Department. All utility and mechanical rooms to be located along the south portion of the cellar. Total net area captured to be approximately 1400 SF, not including corridors.

3. Storage locker Area/Bicycle Room:

   Bicycle room located at cellar with net area of 317 SF. At least 36 bicycle racks will be provided.

4. Fitness Center: Fitness center located in cellar and accessible to all unit owners.

5. Roof Terrace: Roof recreation area to be located at roof level accessible to all

residential unit owners.

K. Plumbing and Fire Protection

1. Water Supply: There will be (2) DEP approved 3 inch domestic water service & 6 inch fire protection water service. Domestic water supply to the Building from street water main will be metered by 1 meter. After the water meter assembly and DEP code required back flow preventer device, water is pumped from a triplex constant pressure booster to all plumbing fixtures and equipment in the Building from the 1th floor to the Penthouse floor. The booster pumps system will be a lead/lag triplex pump system sized at 65GPM, 245 ft. head, 10 hp. Pump will be manufactured by Federal Pumps Co. or an alternate acceptable manufacturer.

Water Piping:

a. Service piping – AWWA ductile iron class 5 and 104.

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

Hose bibs (by JR Smith or approved equal) shall be provided at all exterior spaces:

Ground floor façade – 1

Penthouse Level - 2

Roof level – 1

2. Sanitary Sewage System:

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.

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.

Building will have multiple stacks and vent system with all areas above grade flowing by gravity to adjacent sewers in street.

Sewer will be discharge into New York City sewer system.

3. Storm Drainage System:

Storm drainage will be collected via roof and terrace

drains and discharged to the combined sewer and into the street main.

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.

All areas above grade will flow by gravity.

All leaders will be cast iron with No-hub fittings.

4. Water Pressure and How Maintained:

Building from the cellar floor and above is furnished with separate triplex constant pressure booster system to feed one zones of water supply for entire building.

The Hydrant flow test provided by NYC DEP dated 05/24/2017 indicates a static pressure of
52 PSI with a residual pressure of 50 PSI with 750 GPM flowing.

Hose bibs in the water meter room and fire pump room of the cellar floor will operate on street pressure.

The domestic water pressure within the apartments will be maintained by the booster pump systems between approximately 80 PSI max at the ground floor and 33 PSI min at the roof.

Maximum pressure at any fixture will be 83 PSI as required by NYC code.

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 2000 PVC insulated fitting covers.

Pipe sizing and installation to be as per New York City Building Code.

5. Oil Tank: Not Applicable

6. Gas Supply: Natural gas is supplied by Consolidated Edison and shall be utilized for cooking and space heating. A master meter will be provided for cooking appliances and a separate master meter to be provided for building heating. The piping to be black steel. Piping over 4" shall be welded.

7. Fire Protection System:

The 6" sprinkler water supply with DEP approved double check detector valve for the Sprinkler system. Main flow control valve / switch is located in Building water meter room. Sprinkler risers located within the stairs & trash shute: 4" riser – within stair C core, 6" riser - within the stair B core, 2" riser – within trash shute 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.

Sprinkler riser to be 4" and 6" black steel pipe schedule 40 with Victaulic couplings or equal and fittings located in stair core. Sprinkler mains of 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.

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, except in areas not required to be sprinklered by Code.

Siamese connection: located as per NYC Building Department requirements at the 1st floor facade. The finish to be Polished Bronze or Brass with caps painted green.

8. Permits Required:

DEP approval and permit required Site sewer connection proposal.

DEP approval and permit required for Domestic water and Fire services backflow preventer devices including required filing of GEN 236 and 215B forms.

L. <u>Heating, Air Conditioning and Ventilation:</u>

1. Heating:

The heating system is designed to maintain an indoor temperature of 70° F indoors when outside temperature is 0° F.

Heating for Residential Units will be provided by an HVAC system

with VRV-IVS individual electrical heat pump units, split and ducted type, manufactured by Daikin or approved equal, see tabulation below. Heat is provided in accordance with the controls sequencing. Heating system is designed based on energy performance maintaining space temperature settings from local thermostat for each unit. Each indoor unit will have a custom programmable thermostat. The thermostat will maintain space temperature based on time of day settings.

Domestic hot water is provided by individual electrical 50 gal hot water heaters located inside the apartments. Each water heater will have an instantaneous recovery of approximately 21 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.

Heating units: See Air conditioning tabulation in Appendix for equipment schedule.

Heating for the lobby, amenity spaces, multipurpose room, gym, gallery, community facility will be provided by Electrical split heat pumps located on the roof of the 2nd floor.

Heating for the Residential Units will be provided by Electrical mini-split heat pumps located on the main roof.
Heating for gas & water meter rooms, electrical room, building storages, bike storage, stairs and vestibules will be provided with Electrical baseboard heater.
Heating for bathrooms located at perimeter wall & underneath roof of units 904F, 1004F, 1104C, 1204F will be provided with the local toilet electric heater.

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.

All ductwork running in unconditioned areas shall be insulated with R-6 fiberglass insulation.

Valves are rated for the temperatures and pressures of the system they serve.

2. Air Conditioning:

The air conditioning systems are designed to maintain an indoor temperature of 75 degree F DB inside when 89 degree F DB/ 76 degree F WB outside. A year round heating and cooling system consisting of Daikin VRV-IVS mini-split heat pump with outdoor

mounted condenser units for residential apartment units each. Part of apartment air handlers have ducted air distribution inside apartments. Refrigerant 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. Each indoor air handler unit will be provided with its own heating and cooling thermostat and function per the programmed sequence of operation.
The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions.

Super's office, mail room, gym, multipurpose room, residential lobby, gallery/retail spaces, office are cooled by the ducted system. Stairs are not conditioned.

Units of each residential apartment has its own condenser, which is located outdoor on main roof of the building. Condensers are Daikin or approved equal, as included in equipment schedule in Appendix. In addition to being located on the roof, condensers are mounted on dunnage, which greatly reduces sound transmission.

3. Ventilation:

1.Bathrooms are provided with common exhaust at the NYC code required intermittent rate of 30 CFM/toilet. The main vertical exhaust risers exhaust air via the roof mounted exhaust fan. Fan will have duct mounted static pressure sensor with VFD drive on each main roof exhaust fan.

2.All kitchens for apartments ventilated by common exhaust at the NYC code required intermittent rate of 40 CFM/kitchen. The main vertical exhaust risers exhaust air via the roof mounted exhaust fan. Fan will have duct mounted static pressure sensor with VFD drive on each main roof exhaust fan.
3.Apartment Laundry rooms are provided with vent-less electric clothes dryer systems.
4.Residential units are also ventilated via operable windows.
5.All common spaces & corridors are ventilated in accordance with current mechanical code. Stairs are not ventilated.

4. Gas Supply:

Natural gas metered service is supplied by Con Edison.

Two common gas meters will be provided for the Building. First - for all residential gas Ranges, second – for Emergency Generator.

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. Electrical System:

1. Electrical System: Electrical service will be provided into cellar floor main electrical 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 individual Residential Units and base Building electrical systems via power and lighting panels. Dedicated service and electrical equipment for individual Residential units and base Building distribution systems are sized based on their respective loads.

2. Main electrical room consolidating electrical service and metering equipment for individual Residential Units, (1) Gallery space located at the first floor, (1) Art Gallery located at the second floor and common electrical equipment located at the cellar level 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:
- 2p-100A C/B for 2-bedroom apartments;
- 2p-80A C/B for studios and 1-bedroom apartments.

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, 30 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 fire alarm system is provided as required in accordance with NYC code including water flow and tamper switches as required for the sprinkler-fire alarm system, with smoke detection for cellar rooms and elevator recall.
8.The building is equipped with emergency generator to provide back up power supply to: Fire alarm system, ARCS system, Emergency power for path of egress. 1 elevator, gas booster pump

9. Adequacy:
Residential:
i. Service: Capacity provided for each Residential Unit will be in accordance with Code requirements, sized at 120/208V, 1 phase, 3 wires:
- 2p-100A C/B for 2-bedroom apartments;
- 2p-80A C/B for studios and 1-bedroom apartments.

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 Residential Units 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 Condenser units

on the main roof.

e. 20 amps, 120V single phase circuit for dishwashing machine are provided.

f. 2p-30 amps, 208V, 1 phase circuits are provided for electric washer/dryer units.

g. 20 amps, 120V single phase circuit for gas range provided in apartments.

h. 20 amps, 208V single phase circuit for cook top provided in apartments.

i. 20 amps, 120V single phase circuit for microwave for each apartment are provided.

k. Public area lighting complies with Housing Maintenance Code and Multiple Dwelling Laws.

N. Audio/Video Intercom and Door Signal System:

Intercom will be provided by Urmet or approved equal.

O. Voice, Broadband and Video facilities and services:

The Building will not be equipped with a Master Television Antenna System. High speed internet service will be available for all Residential Units provided by Time Warner Cable TV or Verizon FIOS. Telephone services will enter the building from West 35th 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. 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.

P. Lighting:

1. Residential Lobby Entrance:

Residential lobby and elevator lobby to have decorative ceiling mount fixtures and additional recessed lighting fixtures. Emergency lighting provided as per code.

2. Residential Public Corridors:

Public corridors (1st to Penthouse floor) to have down light fixtures with emergency back-ups as per code.

3. Residential Units: Recessed lighting fixtures located in kitchens, bathrooms, master bathrooms and apartment hallways proposed for all residential units. Junction boxes to be provided at other ceiling locations for future ceiling mounted fixtures to be furnished and installed by unit future owners. Decorative vanity lighting to be provided in all units'

powder rooms and master bathrooms. Emergency lighting to be provided throughout as required by code.

4. BOH areas: Industry standard fluorescent lighting fixtures to be provided in cellar mechanical spaces and storage rooms. Lighting to be provided at entrance areas, halls, cellar, yard, and rooftops and is sufficient for providing proper illumination to cover the net square footage of these areas.

Q. Inspections: Inspections to be conducted continuously during construction for required sign-offs and the issuance of the certificate of occupancy by the following institutions:

- NYC Department of Buildings
- Elevator
- Mechanical And Plumbing
- Department of Air Resources
- Electrical
- Fire Department

R. Permits and Certificates: The Building has the following approved plans with the NYC DOB:

- Alteration II, Application #140423913 – Installation of heavy duty sidewalk shed. Filed 11/02/2015

- Alteration II, Application #123174457 – Structural work and repair throughout the existing commercial factory building. Filed 12/29/2017

- Alteration II, Application #123174457 – Plumbing, mechanical sprinkler and stand pipe. Filed 11/30/2017

- Alteration I, Application #121507208 – Convert existing commercial factory building into a mixed use building. New certificate of occupancy to be issued. Filed 12/08/2017

After the renovation work is completed by the Sponsor and new certificate of occupancy is issued, the condominium will be responsible for all Department of Buildings recurring inspections including but not limited to:

- Fire Alarm System
- Façade Inspections LL11/98
- Elevators (Cat1, Cat5)
- Boilers
- Emergency Generator
- Trash Compactor
- Marquees and Signage

S. Violations: Sponsor is responsible for curing any violations issued prior or during construction. A list with all open violations as of the date of this report, can be found in "Exhibit A" attached

T. Garage: None

U. Vaults: None

V. Unit Information: All Residential Units provided with the following:
New hardwood floors and base throughout with the exception of bathrooms. Wood used for flooring, being of natural material, can be worn over a prolonged time. Maintenance is required as per manufacturer recommendations and satisfactory humidity levels shall be maintained at units to prevent wear and tear. Walls and ceilings: Gypsum board with painted finish.
Kitchen cabinets: particle board with EDL and Lacquer finish.
Kitchen sinks: stainless steel, under-mounted, single basin.
Bathroom floors: Stone tile.
Bathroom walls: painted with stone tile base. At walls, tiled (showerhead height).
All natural stone require periodic cleaning, maintenance and resealing. Bathroom fixtures include tubs with showerheads and tank water closets, and lavatories are porcelain. Bathrooms are ventilated through windows or mechanical shafts.
Apartment lighting is by standard ceiling fixtures in bathrooms, kitchens and entry foyer.
Closets, walk in closets, and pantries will have no interior shelving.

1. Finish Schedule for Residential Units:

Room	Floor	Base	Wall	Ceiling
Living Room	WD	P/MT/WD	MT/P/GWB	MT/P/GWB
Bedrooms	WD	P/MT/WD	MT/P/GWB	MT/P/GWB
Kitchens	WD	P/MT/WD	MT/P/GWB	MT/P/GWB
Bathrooms	ST	ST	ST/ P/GWB	MT/MG/P/GWB
Closets	WD	WD	P/GWB	MT/P/GWB

2. Finish Schedule for Common Areas:

Room	Floor	Base	Wall	Ceiling
Elev. Lobby	ST/CA	SL/WD	WP	MT/P/GWB
Corridor	CA	SL/WD	WP	MT/P/GWB

3. Bathroom fixtures for Typical Bathrooms

Item	**Manufacturer**	**Model**
Tub	Duravit	D700355000000091 White
Water Closet	Duravit	2160010085
Lavatory	Kohler	K-2882
Lavatory Faucet	Dornbracht	36812885-06

4. Kitchen Appliances for Residential Units

Item	**Manufacturer**	**Model**
Sink	Kohler	K-3822-3
Faucet	Kohler	K-7505
Refrigerator	Milele	KFN9855 iDE
Wall Oven	Miele	H6560B
Dishwasher	Miele	G4998SCVi
Cooktop	Miele	KM360GSS
Hood	Faber	INSM24GR250B
Microwave	Sharp	SMC1842CS
Washer	Electrolux	EFLS210TIW
Dryer	Electrolux	EFDE210TIW

5. Legend:
   WD = Wood (3/4" white oak)
   CT = Ceramic tile
   PT = Porcelain tile
   P/GWD = Paint/Gypsum Wall Board. No lead-based paint will be used
   MTL = Metal Panel
   GL = Glass
   ST = Stone / Tile
   CA = Carpet
   SL\WD= Solid wood base molding
   MT= Matte paint finish
   MG= Mold Guard (for matte paint finish in bathrooms)
   WP= Wall Paper

6. Substitutions: The Sponsor reserves the right to substitute materials, appliances, fixtures and equipment of equal or better quality than those set forth

in this report.

W. Safety and Warning Devices:

1. Devices: Smoke detectors have been provided at each mechanical room, elevator machine room, elevator lobby, top of stair, top of elevator shaft. Sprinkler tamper switch and sprinkler water flow switch have been provided at each stair floor landing.

2. Apartment Smoke Detection System:

Each unit contains combined smoke/carbon monoxide detectors located in the vicinity of the bedrooms. Manufacturer: 1st Alert, Model # SCO1BN. The detector is wired to a 120 volt local power supply and is self-contained with its own sounding device with battery backup. The Sponsor reserves the rights to provide combined smoke/carbon monoxide detectors by different manufacturers, which are equal to, or better than those listed.

X. Dimension of Units:

The square foot area of the units set forth in the floor plans, Schedule A to the Offering Plan and Schedule B to the Declaration are approximate and were obtained by using the method customarily used in New York City to measure Residential Condo Unit. The units were measured from the exterior side of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the midpoint of the interior walls and partitions separating one unit from another unit, or the exterior side of the interior walls and partitions separating a unit from public corridors, stairs, elevators and other mechanical equipment spaces or any common elements or limited common elements. As is customary in New York City, these square foot areas exceed the useable floor area of each unit. Measured vertically, each unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. Systems supporting the building may be located above hung ceilings.

Y. Additional Information:

Documents to be transferred to the condominium management:

1. Final as-built drawings; architectural, structural, mechanical, electrical, plumbing.
2. NDL Manufacturer's Roof Warranty as applicable
3. Original Test & Balance Report for HVAC System as applicable

Z. Additional information required:

20.7 (aa) In the event that certain conditions in the building(s) cannot be adequately evaluated by a visual examination, the Department of Law may, in its discretion, direct that an independent engineer or testing laboratory be retained to perform such tests or monitoring as may be necessary in order to make adequate disclosure. Conditions which may require additional testing or monitoring include, but are not limited to: settlement, masonry cracks, rusting of structural steel, adequacy of concrete cover, fire-stopping, etc. Test results must be reported in the offering plan or in an amendment thereto.

20.7 (cc) Asbestos material was detected at the roof bulkheads waterproofing only. Test was performed by Illias Gkiousas (License # 146589) Eli Environmental Inc.(NYC DOL # 101236) at 3/08/2018. Approximately 2500 sf of affected area has been identified. All asbestos material shall be completely removed from the premises during construction by specialized and licensed in NYC firm. All work must confirm with New York City Local Law 76 of 1985.

20.7 (dd) Lead-based paint was detected at egress staircases. Accredited Environmental Solutions have done preliminary investigation and have been retained to remove it from premises as per EPA / HDU guidelines, Title X, 2012 Revision, Chapter 12-20.

The foregoing constitutes a true, correct and complete Description of Property by our firm for the property located at 335 West 35th Street, New York, New York.

EXHIBIT A

Violations:

Violation #	Issued By	Specific Remedy	Violation Condition(s) and Location	Issued Date
34223175L	OPEN - NO COMPLIANCE		STIPULATION/IN-VIO	11/19/1999
34261250J	OPEN - NO COMPLIANCE		STIPULATION/IN-VIO	10/26/2000
34280085Z	OPEN - NO COMPLIANCE		STIPULATION/IN-VIO	04/11/2001
34223525M	OPEN - NO COMPLIANCE		WRITTEN OFF	06/08/2000
35174393H	OPEN - NO COMPLIANCE		DEFAULT	05/10/2016
36027886M	OPEN - NO COMPLIANCE		DEFAULT	09/15/2015
35133544P	OPEN - NO COMPLIANCE		DEFAULT	09/01/2015
36018824M	OPEN - NO COMPLIANCE		DEFAULT	04/16/2014
34020038P	RESOLVED - N/A - DISMISSED		DISMISSED	01/03/1989
38015641Z	RESOLVED - N/A - DISMISSED		DISMISSED	08/12/1991
38063143M	RESOLVED - CERTIFICATE A		DEFAULT	10/30/1997
38117331K	RESOLVED - CERTIFICATE		DEFAULT	06/25/2001
34064594K	RESOLVED - CERTIFICATE		IN VIOLATION	03/12/1992
38015640R	RESOLVED - CERTIFICATE		DEFAULT	08/12/1991
38015639J	RESOLVED - N/A - DISMISSED		DISMISSED	08/12/1991
38023486H	RESOLVED - CURE ACCEPTED		CURED/IN-VIO	03/26/1992
34064595M	RESOLVED - CERTIFICATE		STIPULATION/IN-VIO	03/12/1992
38023485X	RESOLVED - CERTIFICATE		IN VIOLATION	03/26/1992

38063144Y	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	09/15/1997
38108340H	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	10/27/2000
32018610L	RESOLVED - CERTIFICATE	IN VIOLATION	03/10/2000
38121854L	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	03/06/2002
34261049H	RESOLVED - N/A - DISMISSED	DISMISSED	08/30/2001
38205631M	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	08/18/2009
34765172M	RESOLVED - N/A - DISMISSED	DISMISSED	05/19/2009
38117332M	RESOLVED - CERTIFICATE	WRITTEN OFF	06/25/2001
36005814X	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	11/28/2008
32049901N	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	03/21/2006
32049902P	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	03/21/2006
32049903R	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	03/21/2006
32049904Z	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	03/21/2006
32049907Y	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	03/22/2006
32049908X	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	03/22/2006
38166982P	RESOLVED - CERTIFICATE	STIPULATION/IN-VIO	06/27/2007
38205641X	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	08/27/2009
34925973M	RESOLVED - CURE ACCEPTED	CURED/IN-VIO	05/02/2012
37001020M	RESOLVED - N/A - DISMISSED	DISMISSED	08/11/2016
V* 369-81B		DOB VIOLATION - DISMISSED	00/00/1981
V* 013183E142641		DOB VIOLATION - DISMISSED	01/31/1983
DISMISSAL DATE: 11/09/1984			
V* 091283E1429-4-03		DOB VIOLATION - DISMISSED	09/12/1983
DISMISSAL DATE: 10/10/1985			
V* 123184E139641		DOB VIOLATION - DISMISSED	12/31/1984
DISMISSAL DATE: 06/17/1985			
V* 012187E147341		DOB VIOLATION - DISMISSED	00/00/1987
DISMISSAL DATE: 10/21/1988			

V* 022787BH18203DOB **DISMISSAL DATE:** 04/22/1987	DOB VIOLATION - DISMISSED	02/27/1987
V* 110592CMTF2RI **DISMISSAL DATE:** 09/19/1996	DOB VIOLATION - DISMISSED	11/05/1992
V* 999999NO FORM032778EB131	DOB VIOLATION - DISMISSED	99/99/1999
V* 021097LL629102898	DOB VIOLATION - DISMISSED	02/10/1997
V* 021097LL629102899	DOB VIOLATION - DISMISSED	02/10/1997
V* 091697LL6291171028	DOB VIOLATION - DISMISSED	09/16/1997
V 113007LL1198NRF42467	DOB VIOLATION - ACTIVE	11/30/2007
V* 051989E1322A-01	DOB VIOLATION - RESOLVED	05/19/1989
VP* 081291E1426A1	VIOLATION UNSERVED ECB-DISMISSED	08/12/1991
V* 110592CMTF1RI	DOB VIOLATION - DISMISSED	11/05/1992
V* 110592CMTFRI	DOB VIOLATION - DISMISSED	11/05/1992
V* 110592CMTF3RI	DOB VIOLATION - DISMISSED	11/05/1992
V* 110592CMTF4RI	DOB VIOLATION - DISMISSED	11/05/1992
V* 110592CMTF5RI	DOB VIOLATION - DISMISSED	11/05/1992
V* 020899E9011/103428	DOB VIOLATION - RESOLVED	02/08/1999
V* 020899E9011/103429	DOB VIOLATION - RESOLVED	02/08/1999
V* 020899E9011/103430	DOB VIOLATION - RESOLVED	02/08/1999
V* 020700LL629101960	DOB VIOLATION - DISMISSED	02/07/2000
V* 020700LL629101961	DOB VIOLATION - DISMISSED	02/07/2000
V* 100500E9011/128225	DOB VIOLATION - RESOLVED	10/05/2000
V* 100901E9013/143829	DOB VIOLATION - RESOLVED	10/09/2001
V* 021304LL629104789	DOB VIOLATION - DISMISSED	02/13/2004
V* 030905E9444/122444	DOB VIOLATION - RESOLVED	03/09/2005
V* 030905E9444/122445	DOB VIOLATION - RESOLVED	03/09/2005
V* 030905E9444/122446	DOB VIOLATION - RESOLVED	03/09/2005
V* 013105LL629104654	DOB VIOLATION - DISMISSED	01/31/2005
V* 120505E9444/148185	DOB VIOLATION - RESOLVED	12/05/2005
V* 010606LL629104011	DOB VIOLATION - DISMISSED	01/06/2006
V* 091906E9444/174545	DOB VIOLATION - RESOLVED	09/19/2006
V* 091906E9444/174546	DOB VIOLATION - RESOLVED	09/19/2006
V* 091906E9444/174547	DOB VIOLATION - RESOLVED	09/19/2006
V* 062807E94441207630	DOB VIOLATION - RESOLVED	06/28/2007
V* 062807E94441207632	DOB VIOLATION - RESOLVED	06/28/2007
V* 062807E94441207635	DOB VIOLATION - RESOLVED	06/28/2007
V* 032108LL108100584	DOB VIOLATION - DISMISSED	03/21/2008
V* 050808E9444/251631	DOB VIOLATION - RESOLVED	05/08/2008

V* 050808E9444/251632	DOB VIOLATION - RESOLVED	05/08/2008
V* 050808E9444/251633	DOB VIOLATION - RESOLVED	05/08/2008
V* 062909LL11/98HAZ2535	DOB VIOLATION - DISMISSED	06/29/2009
V* 040910E9028/330947	DOB VIOLATION - RESOLVED	04/09/2010
V* 040910E9028/330948	DOB VIOLATION - RESOLVED	04/09/2010
V* 040910E9028/330949	DOB VIOLATION - RESOLVED	04/09/2010
V* 102610E9027/361162	DOB VIOLATION - RESOLVED	10/26/2010
V* 102610E9027/361163	DOB VIOLATION - RESOLVED	10/26/2010
V* 102610E9027/361164	DOB VIOLATION - RESOLVED	10/26/2010
V* 060711E9028/386101	DOB VIOLATION - RESOLVED	06/07/2011
V* 060711E9028/386102	DOB VIOLATION - RESOLVED	06/07/2011
V* 060711E9028/386103	DOB VIOLATION - RESOLVED	06/07/2011
V 013113FISPNRF00518	DOB VIOLATION - ACTIVE	01/31/2013
V 030315HBLVIO00257	DOB VIOLATION - ACTIVE	03/03/2015
V* 012616E9028/564820	DOB VIOLATION - RESOLVED	01/26/2016
V* 012616E9028/564821	DOB VIOLATION - RESOLVED	01/26/2016
V* 012616E9028/564822	DOB VIOLATION - RESOLVED	01/26/2016
V 060216BENCH00083	DOB VIOLATION - ACTIVE	06/02/2016
V 080216BENCH00060	DOB VIOLATION - ACTIVE	08/02/2016
V 111416ACC101086	DOB VIOLATION - ACTIVE	11/14/2016
V 111416ACC101087	DOB VIOLATION - ACTIVE	11/14/2016
V 111416ACC101088	DOB VIOLATION - ACTIVE	11/14/2016
V 110216BENCH00042	DOB VIOLATION - ACTIVE	11/02/2016
V 020217BENCH00035	DOB VIOLATION - ACTIVE	02/02/2017
V 020217FISPHAZ86444	DOB VIOLATION - ACTIVE	02/02/2017
V 020217FISPHAZ76443	DOB VIOLATION - ACTIVE	02/02/2017

EXHIBIT B - MECHANICAL AND PLUMBING EQUIPMEN

AIR CONDITIONER UNITS SCHEDULE

SPLIT–TYPE AIR CONDITIONER (HEAT PUMP) (BASED ON DAIKIN AC) MEA # 102–04–E Vol.6.

OUTDOOR UNIT

UNIT No.	MOD.#	COOLING CAPACITY (MBH)	HEATING CAPACITY (MBH)	UNIT SUPPLY VOLTAGE	CURRENT MCA (AMPS)	CURRENT MOP (AMPS)	WEIGHT (LBS)	SEER/IEER	HEATING HSPF/COP	REMARKS
CU–288	RXYQ288TTJU	274,000	308,000	208–230–3–60	55.1+55.1	60.0+60.0	695+695	19.30(IEER)	2.1(COP)	
CU–96	RXYQ96TTJU	92,000	103,000	208–230–3–60	36.3	45.0	525	22.70(IEER)	2.6(COP)	
CU–60	RXTQ60TAVJU	57,000	57,000	208–230–1–60	29.1	35.0	225	15.5(SEER)	10.5(HSPF)	
CU–48	RXTQ48TAVJU	45,500	49,500	208–230–1–60	29.1	35.0	176	16.0(SEER)	9.0(HSPF)	
CU–36	RXTQ36TAVJU	34,200	37,000	208–230–1–60	16.5	25.0	172	15.5(SEER)	9.0(HSPF)	
CU–9/1	RXS09LVJU	9,000	12,000	208–230–1–60	8	15	75	15.1(SEER)	12.5(HSPF)	1 TO 1 SYSTEM

INDOOR UNIT

UNIT No.	MOD.#	COOLING CAPACITY (MBH)	HEATING CAPACITY MBH	AIR FLOW (CFM)	REARIGERANT	CURRENT MCA/MFA (AMPS)	UNIT SUPPLY VOLTAGE	WEIGHT (LBS)	REMARKS	
AH–18/W/1	FAQ18PVJU	18,000	20,000	500	R–410A	0.4/16.5	208–230–1–60	31	WALL MOUNTED (DUCTLESS)	1 TO 1 SYSTEM
AH–9/W/1	FTXS09LVJU	9,000	12,000	380	R–410A	–	208–230–1–60	20		
AH–7/W	FXAQ07PVJU	7,500	8,500	260	R–410A	0.5/15	208–230–1–60	25	WALL MOUNTED (DUCTLESS)	
AH–18/W	FXAQ18PVJU	18,000	13,700	500	R–410A	0.4/15	208–230–1–60	31		
AH–12/W	FXAQ12PVJU	12,000	13,500	400	R–410A	0.4/15	208–230–1–60	25		
AH–18/D	FXMQ18PAVJU	18,000	20,000	635	R–410A	1.6/15	208–230–1–60	80	CEILING MOUNTED (DUCTED)	
AH–24/D	FXMQ24PAVJU	24,000	27,000	800	R–410A	1.8/15	208–230–1–60	80		
AH–48/D	FXMQ48PAVJU	48,000	54,000	1600	R–410A	3.4/15	208–230–1–60	102		
AH–96/D	FXMQ96MVJU	96,000	108,000	3200	R–410A	10.7/15	208–230–1–60	102		
AH–12/D	FXMQ12PVJU	12,000	13,500	335	R–410A	0.6/15	208–230–1–60	55		
AH–7/D	FXMQ07PVJU	7,500	8,500	310	R–410A	0.6/15	208–230–1–60	55	SLIM	
AH–7/S	FXDQ07MVJU	7,500	8,500	280	R–410A	0.9/15	208–230–1–60	49		
AH–9/S	FXDQ09MVJU	9,500	10,500	280	R–410A	0.9/15	208–230–1–60	49		
AH–12/S	FXDQ12MVJU	12,000	13,500	460	R–410A	0.9/15	208–230–1–60	68		
AH–18/S	FXDQ18MVJU	18,000	20,000	600	R–410A	1.3/15	208–230–1–60	71		

1. FOR QUANTITY OF INDOOR UNITS (AH) CONNECTED TO THE RESPECTIVE OUTDOOR UNIT (CU)
2. PROVIDE PROGRAMMABLE REMOTE CONTROLLER FOR INDOOR UNITS.
3. PROVIDE OUTDOOR UNITS WITH CONNECTION PIPING KIT AND ROOF MOUNTED REFER TO FLOOR PLAN, SUPPLEMENTARY STEEL SUPPORTS.
4. FOR COMBINATION TABLE OF UNITS REFER TO DWG M–601.

COMBINATION TABLE OF UNITS BY FLOORS, APARTMENTS AND ROOMS

FLOOR	APARTMENT #	INDOOR UNITS	OUTDOOR UNITS	CU UNITS LOCATION
3	301	AH-18/D + AH-7/S	CU-36	ROOF
	302	AH-18/D + AH-7/S	CU-36	
	303	AH-18/D	CU-36	
	304	AH-18/D + AH-7/S	CU-36	
	305	AH-24/D + AH-7/S	CU-36	
	306	AH-24/D + AH-7/S	CU-36	
	307	AH-18/D	CU-36	
	308	AH-18/D	CU-36	
4	401	AH-18/D + AH-7/S	CU-36	
	402	AH-18/D + AH-7/S	CU-36	
	403	AH-18/D	CU-36	
	404	AH-18/D + AH-7/S	CU-36	
	405	AH-25/D + AH-7/S	CU-36	
	406	AH-25/D + AH-9/S	CU-36	
	407	AH-18/D + AH-7/S	CU-36	
	408	AH-18/D	CU-36	
5	501	AH-18/D + AH-7/S	CU-36	
	502	AH-18/D + AH-7/S	CU-36	
	503	AH-18/D	CU-36	
	504	AH-18/D + AH-7/S	CU-36	
	505	AH-24/D + AH-7/S	CU-36	
	506	AH-24/D + AH-9/S	CU-36	
	507	AH-18/D + AH-7/S	CU-36	
	508	AH-18/D	CU-36	
6	601	AH-18/D + AH-7/S	CU-36	
	602	AH-18/D + AH-7/S	CU-36	
	603	AH-18/D	CU-36	
	604	AH-18/D + AH-7/S	CU-36	
	605	AH-24/D + AH-7/S	CU-36	
	606	AH-24/D + AH-9/S	CU-36	
	607	AH-24/D + AH-7/S	CU-36	
	608	AH-18/D	CU-36	
7	701	AH-18/D + AH-7/S	CU-36	
	702	AH-18/D + AH-7/S	CU-36	
	703	AH-18/D	CU-36	
	704	AH-18/D + AH-7/S	CU-36	
	705	AH-24/D + AH-7/S	CU-36	
	706	AH-24/D + AH-9/S	CU-36	
	707	AH-24/D + AH-7/S	CU-36	
	708	AH-18/D	CU-36	

COMBINATION TABLE OF UNITS BY FLOORS, APARTMENTS AND ROOMS

FLOOR	APARTMENT #	INDOOR UNITS	OUTDOOR UNITS	CU UNITS LOCATION
8	801	AH-18/D + AH-7/S	CU-36	ROOF
	802	AH-18/D + AH-7/S	CU-36	
	803	AH-18/D	CU-36	
	804	AH-18/D + AH-7/S	CU-36	
	805	AH-24/D + AH-7/S	CU-36	
	806	AH-24/D + AH-7/S	CU-36	
	807	AH-24/D + AH-7/S	CU-36	
	808	AH-18/D	CU-36	
9	901	AH-18/D + AH-7/S	CU-36	
	902	AH-18/D + AH-7/S	CU-36	
	903	AH-18/D + AH-7/S	CU-36	
	904	AH-18/D + AH-7/S	CU-36	
	905	AH-24/D + AH-7/S	CU-36	
	906	AH-18/D + AH-7/S	CU-36	
	907	AH-18/D	CU-36	
10	1001	AH-24/D + AH-9/S	CU-36	
	1002	AH-18/D + AH-7/S	CU-36	
	1003	AH-18/D + AH-7/S	CU-36	
	1004	AH-18/D + AH-7/S + AH-9/S	CU-36	
	1005	AH-18/D + AH-7/S	CU-36	
	1006	AH-18/D + AH-7/S	CU-36	
11	1101	AH-24/D + AH-9/S	CU-36	
	1102	AH-24/D + AH-9/S	CU-36	
	1103	AH-18/D	CU-36	
	1104	AH-24/D + AH-7/S	CU-36	
	1105	AH-18/D + AH-7/S	CU-36	
	1106	AH-18/D + AH-7/S	CU-36	
12	1201	AH-24/D + AH-7/S	CU-36	
	1202	AH-24/D + AH-7/S	CU-36	
	1203	AH-18/D + AH-7/S + AH/9/S	CU-36	
	1204	AH-24/D + AH-7/S + AH/18/S	CU-48	
CELLAR	–	AH-24/D + AH-7/D + AH-12/D + AH-12/D + AH-18/W + AH-18/W	CU-96	3RD FLOOR DECK
1	ART. GALLERY	AH-96/D + AH-96/D + AH/96/D	CU-288	
	MAIN LOBBY	AH-48/D + AH-12/W	CU-60	
2	ART. GALLERY	AH-96/D + AH-96/D + AH/96/D	CU-288	
	OFFICE	AH-18/D + AH-7/W	CU-36	
2	EL. LOBBY	AH-18/D	CU-36	ROOF
BALKHEAD	ELEV. MACH. RM	AH-9/W/1	CU-9/1	ROOF

FAN SCHEDULE

BASED OF DESIGN: GREENHECK

FAN NO.		TE-D	TE-3	TE-4	TE-0/A	TE-0/B	KE-D	KE-2	KE-3	GE-1	LE-1	EE-1	PFSP-1&2 SMOKE PURGE
LOCATION		ROOF	ROOF	ROOF	ROOF	ROOF	ROOF	ROOF	ROOF	ROOF	ROOF	ROOF	BULKHEAD
SERVICE		3rd-12th FL	3rd-12th FL	3rd-12th FL	CELLAR	1st-2nd FL	3rd-12th FL	3rd-12th FL	3rd-12th FL	CELLAR	3rd-7th FL	CELLAR - 3RD FL	3rd-12th FL
TYPE		CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL
FAN DATA	CFM	1680	240	270	200	600	2200	360	480	850	500	100	5,500
	STATIC PRESS (IN WG)	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.625	0.75	0.625	1.0
	ARRANGEMENT	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE	BELT
	FAN SPEED (RPM)	1,690	1,425	1,490	1,425	1,590	1,710	1,480	1,490	1,605	1,670	1,050	1,725
MOTOR DATA	MOTOR SPEED (RPM)	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725
	MOTOR HP	1/2	1/4	1/4	1/4	1/3	1/2	1/4	1/4	1/3	1/4	1/6	3.0
ELECTRICAL DATA		220/1/60	115/1/60	115/1/60	115/1/60	115/1/60	220/1/60	115/1/60	115/1/60	115/1/60	115/1/60	115/1/60	208/3/60
APPROX. OPERATING WEIGHT, LBS		164	54	54	54	76	176	54	54	78	54	34	157
MODEL NO.		G-178-VG	G-097-VG	G-098-VG	G-097-VG	G-108-VG	G-180-VG	G-098-VG	G-098-VG	G-112-VG	G-098-VG	G-095-VG	CUBE-200HP
MOTOR OPERATED DAMPER (V/PH/HZ)		115/1/60	115/1/60	115/1/60	115/1/60	115/1/60	115/1/60	115/1/60	115/1/60	115/1/60	115/1/60	115/1/60	115/1/60

REMARKS:

1. PROVIDE MOTORIZED DAMPER FOR EXHAST 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

HUMIDIFIER SCHEDULE

(BASED ON NORTEC)

TAG	TYPE	MODEL	DUCT DIMENSIONS	TEMP. ENTERING °F	CAPACITY Lb/H	INPUT KW	ELECTRICAL DATA V/PH/HZ	WEIGHT LB.
H 1	NORTEC EL.	NORTEC	NORTEC EL.DUCTED 75	55	75	28.1	208/3/60	150

FOR NORTEC EQUIPMENT PURCHASE - PLEASE CONTACT CHRISTINA SENIA
PHONE: 732-706-0004 x 269 EMAIL: csenio@srs-enterprises.com

ENERGY RECOVERY VENTILATOR

NO.	SERVICE	LOCATION	EXHAUST CFM	SUPPLY CFM	SUPPLY FAN		EXHAUST FAN		EL. DATA				WEIGHT LB.	MANUFACTURER MODEL	REMARKS
					ESP	H.P.	ESP	H.P.	MCA	MFS	VOLTS	PH			
ERV 1	CORRIDORS	BULKHEAD	800	800	1.0	1	1.0	1	5.2	15	208	3	265	RENEWAIRE HE1XRTC	HORIZONTAL, FLEXIBLE, DUCT CONNECTIONS

PROVIDE: PREFABRICATED ROOF CURB W/ HORIZONTAL DISCHARGE. CONTACT KLIMA NEW YORK, LLC @ 212-678-5100
UNIT SHALL RUN CONTINUOUSLY

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 WITH OPPOSED BLADE DAMPER.
2. OUTLETS LOCATED IN SHEET ROCK CEILING SHALL BE INSTALLED IN TRM RAPID MOUNT FRAME AND SHALL BE USED AS ACCESS DOORS FOR AIR BALANCING AND EQUIPMENT ACCESS.
3. FOR AIR DEVICE NECK SIZES SEE FLOOR PLANS.
4. BORDER TYPE 3 (LAY–IN).

TOILET ELECTRIC HEATER SCHEDULE

UNIT NO.	TEH–1
TOTAL HEATERS	SEE PLAN
SERVICE	SEE PLANS
LOCATION	SEE PLANS
BTU/HR	3,412
WATTS	1000/500
AMPS	8.3/4.2
VOLTAGE	120/1/60
DIMENSIONS	9 3/4"W x 11"H x 3 7/8"D
MANUFACTURER	BERKO
MODEL	MODEL SRA 1012DS

REMARKS:
1. DO NOT INSTALL UNIT WHERE AIR FLOW MAY BE OBSTRUCTED. WHERE WALL RESTRICTIONS EXIST, MOUNT UNIT HIGH ON WALL AND PROVIDE REMOTE WALL THERMOSTAT LOCATES AS PER ARCHITECT'S DIRECTION.
2. PROVIDE SEMI–RECESSED FRAME BERKO SRAS–1 OR SRAS–2, WHERE WALL CAVITY IS LESS THAN 3 1/2" DEEP.

DECORATIVE SILL– HEIGHT CONVECTORS

HEATER BASED DESIGN ON Q–MARK

BBH–1 MODEL CSH–07A 3 FT. LENGTH, TWO ELEMENT, 208V, 1PH, 1.250W, 4,266 BTU/HR 250 WATTS/FT, 6.0 AMPS

NOTES: COLOR SELECTED BY ARCHITECT PROVIDE HEATERS WITH DISCONNECT SWITCH, SINGLE–POLE THERMOSTAT (BILT–IN) AND SINGLE–POLE LOW VOLTAGE RELAY WITH BUILT–IN TRANSFORMER (24 VAC CONTROL).

CEILING AND WALL MOUNTED FAN UNITS SCHEDULE (PANASONIC)

No	MOD.#	AIR FLOW (CFM)	STATIC PRESSURE	RPM	VOLT	WATT	WEIGHT LBS.	MANUFACTURER	INTERLOCK
TEF	FV–10VKL3	100	0.25"	1166	120	12.4	14.2	PANASONIC	SWITCH

NOTES: ALL FANS INTERLOCKED WITH SWITCHES.

DEH 1

INDEECO UA OPEN COIL DUCT HEATER CONTROL PANEL INCORPORATED

TFXU FINNED TUBULAR ELECTRIC DUCT HEATER.
SINGLE PHASE 208V, 5.2 kW
THERMOSTAT SET UP FOR START UP – 23F°
ACCOMMODATE FOR EXACT DUCT SIZES

T

THERMOSTAT

DAIKIN NAVIGATION REMOTE CONTROLLER MODEL BRC1E73

PUMPS' SCHEDULE

PUMP CO	ABBREV.
FEDERAL PUMPS Co.	FED
PEERLESS PUMP	PP
SYNCROFLO	SF
STANCOR	ST
BELL & GOSSETT	B&G
SICO SYSTEM CONTROL	SICO

☂ 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
WB-1	TRIPLEX WATER BOOSTER PUMPS (CELL. LEVEL)	1	65	245	SICO MODEL 2300, MOD#CR15-5	–	–	–	–	–	10	3500	208	3	60	–	–	X	–	–	–	–	–	X
SP-1	DUPLEX SEWAGE PUMPS (CELLAR LEVEL)	1	100	30	VSA-4F-1.5-4 (FED)	–	–	–	–	–	1½	1750	208	3	60	–	–	X	–	–	–	–	X	–
SP-2	SUMP PUMP (ELEVATOR PIT)	2	45	20	SE50 W/OIL MINDER (ST)	–	–	–	–	–	1/2	3600	115	1	60	–	–	–	–	–	–	–	X	–

* OR EQUAL

HWH-1, ELECTRIC WATER HEATER
(FOR APARTMENTS)
A.O. SMITH, PROLINE MOD# ENS-50,
50 GAL. CAPACITY, 4.5 KW, 208 V, 1 PH,
21 GPH @90°F RISE, 0.92 ENERGY FACTOR

HWH-2, ELECTRIC WATER HEATER
(FOR RESTROOMS ON THE 2ND FLOOR)
A.O. SMITH, PROLINE MOD# ENS-50,
50 GAL. CAPACITY, 4.5 KW, 208 V, 1 PH,
21 GPH @90°F RISE, 0.92 ENERGY FACTOR

HWH-3, ELECTRIC WATER HEATER
(FOR WORKSHOP ON THE 2ND FLOOR)
A.O. SMITH, PROLINE MOD# ENS-50,
50 GAL. CAPACITY, 4.5 KW, 208 V, 1 PH,
21 GPH @90°F RISE, 0.92 ENERGY FACTOR

P-1 RECIRCULATING PUMP:

B & G BRONZE BOOSTER PUMP
PUMP MOD. # HD3
20 GPM, 18 Ft HEAD, 1/3 H.P., 115V, 60Hz.

FAÇADE INSPECTION AND SAFETY PROGRAM (FISP) REPORT
INITIAL SUB-CYCLE 8A

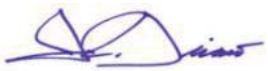
335 West 35th Street



December 2, 2016
WJE No. 2016.4329

Prepared for:
Mr. Ted Chen
New World Art Center, LLC
250 Lafayette Street
New York, NY 10012

Prepared by:



James R. Triano, P.E.
WJE Engineers & Architects, P.C.
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WJE ENGINEERS ARCHITECTS

FAÇADE INSPECTION AND SAFETY PROGRAM (FISP) REPORT INITIAL SUB-CYCLE 8A

335 West 35th Street

EXECUTIVE SUMMARY

General Description

335 West 35th Street was inspected between the dates of September 23, 2016 and November 7, 2016. WJE reviewed the previous FISP reports and building information, and completed visual and representative close-up inspections of the building according to the guidelines outlined in 1 RCNY 103-04. This Report indicates conditions observed to be Unsafe or SWARMP during the inspections. All conditions are indicated in photographs and building elevations.

Critical Examination

While this report identifies conditions on this building's facades deemed to be SWARMP at the time of our physical examination, our limited close-range visual observations coupled with hands-on evaluation and sounding of facade surfaces with an acrylic mallet cannot identify all latent or hidden distress. Therefore, this report shall not be construed to warrant or guarantee that all latent or hidden distress on or within the facades of this building have been identified.

Window Appurtenances

Building management and superintendents are to verify that window mounted air conditioners and window guards are secure and installed in accordance with Building codes and regulations.

Summary of Findings

Overall, with the exception of the UNSAFE and SWARMP items identified ion this report, 335 West 35th Street is in satisfactory condition.

The following Unsafe conditions were identified:

- Cracked window glazing

The following SWARMP conditions were identified:

- Cracked stone window sills
- Displaced brick masonry
- Deteriorated brick mortar joints
- Corroded steel window frames and lintels
- Corroded A/C unit brackets
- Loose aluminum cap flashing
- Cracked concrete
- Spalled cast stone

Conclusions and Recommendations

The current FISP 8th Cycle Report is listed as UNSAFE. A sidewalk shed is currently installed along the street-facing south elevation. SWARMP Items requiring repair should be completed by December 2018.

WJE ENGINEERS ARCHITECTS

A. BUILDING INFORMATION

Address:	335 West 35th Street New York, NY 10001
Block:	759
Lot:	18
BIN:	1013566
Landmark Status:	
Location to Nearest Cross Street:	North side of 35th Street between 8th and 9th Avenues
Property Profile Overview:	See Attached (Appendix D)

B. OWNER INFORMATION

Owner Type:	Private
Building Owner Name:	Mr. Ted Chen
Property Management Name:	New World Art Center, LLC
Property Management Address:	250 Lafayette Street, New York, NY 10012
Telephone:	212.941.9296
Representative:	Mr. Ted Chen

C. DESCRIPTION OF BUILDING

Number of Stories:	12 plus cellar
Height:	Approx. 120 ft.
Plan Dimensions:	75 ft. N-S by 98.75 ft. E-W
Certificate of Occupancy:	13431
Usage:	Mixed Use (Commercial & Residential)
Approximate Year Built:	1927
Exterior Wall Construction Type:	Brick masonry, cast stone panels and window sills, steel window lintels, steel and aluminum window frames

D. DESCRIPTION OF SETTLEMENTS, REPAIRS, OR REVISIONS TO EXTERIOR ENCLOSURES

Repairs to SWARMP and Unsafe conditions listed in the Cycle 6 report were reportedly made by Skyline Restoration Inc. and designed by WLA Engineering, P.C. Repairs included the following items:

South Elevation

- Brick repointing
- Brick replacement
- Sealant joint replacement
- Steel lintel replacement
- Cracked glass replacement
- Cast stone crack repairs
- Cast stone panel replacement
- Window frame repairs
- Parapet wall rebuilding
- Window sill replacement
- Scrape, prime and paint corroded window lintels

East Elevation

- Brick replacement
- Installation of aluminum window sill caps
- Scrape, prime and paint corroded window lintels
- Spandrel beam restoration (12th floor, northeast corner)
- Replacement of concrete balconies with steel balconies along fire tower

North Elevation

- Installation of aluminum window sill caps
- Brick repointing
- Spandrel beam restoration (12th floor, northeast corner)
- Scrape, prime and paint corroded window lintels
- Through-wall copper flashing installation (masonry ledge above 12th floor windows)
- Cap sheet membrane installation (7th floor setback roof)
- Removal of abandoned steel brackets
- Window sill replacement
- Brick replacement

Roof

- Camel back coping stone replacement
- Sealant joint removal along copings
- Replacement of skylight
- Brick replacement

E. DESCRIPTION OF PROCEDURES USED IN MAKING THE CRITICAL EXAMINATION

WJE performed the critical examination via both visual surveys and limited hands-on inspections. The visual survey of the exterior walls and appurtenances at the subject building was conducted with the use of binoculars and telephoto equipment from several vantage points on September 23 and November 7, 2016. In addition, an up-close physical inspection was performed at representative locations at the street-facing south elevation on September 23, 2016. Observable conditions were noted on elevation drawings and documented with photographs.

F. DESCRIPTION OF PHYSICAL EXAMINATIONS PERFORMED

1. **Extent and Locations of Physical Examinations**
   WJE performed close-up physical examinations of the 35th street/south-facing façade from grade to roof level via a 230 ft. aerial platform lift operated by Alpha Platforms at the subject building. The physical examination typically involved close-up inspection and sounding of the brick masonry, cast stone sills and panels, steel windows and lintels, miscellaneous appurtenances and setback roofs. Notable conditions were annotated on building elevation drawings and documented with photographs.

2. **Rigger and Consultant Information**
   Alpha Platforms
   PO Box 4234
   New York, NY 10163
   855.200.0855

3. **Inspection Location Diagram**
   See Appendix A

4. **Start and Completion Dates of Critical Examination**
   Start Date: 9/23/2016
   Completion: 11/7/2016

G. REPORT OF ALL CONDITIONS OBSERVED

Significant Deterioration or Movement

No significant deterioration or movement was detected in WJE's inspection of the building.

Exterior Surface Water-Tightness

No water leaks attributable to the building envelope have been reported to WJE by building management. Portions of the main roof were recently replaced.

Classification of Each Condition

Condition 1

- Condition: Cracked Window Glazing
- Location*: Various Locations at South and North elevations
- Classification: UNSAFE
- Photos: 6-7

Condition 2

- Condition: Cracked Stone Window Sills
- Location*: Various Locations at South elevation
- Classification: SWARMP
- Photos: 8-9

Condition 3

- Condition: Displaced Brick Masonry
- Location*: Misc. Locations at South, East and North elevations
- Classification: SWARMP
- Photos: 10-11

Condition 4

- Condition: Deteriorated Brick Masonry Joints
- Location*: Isolated Locations at South, East and North elevations
- Classification: SWARMP
- Photos: 12

Condition 5

- Condition: Corroded Steel Window Frames
- Location: Various Locations at South, East and North elevations
- Classification: SWARMP
- Photos: 13-14

Condition 6

- Condition: Corroded Steel Window Lintels
- Location*: Isolated Locations at South, East and North elevations
- Classification: SWARMP
- Photos: 15

Condition 7

- Condition: Corroded A/C Unit Anchors and Brackets
- Location: Misc. Locations at South and North elevations
- Classification: SWARMP
- Photos: 16-17

Condition 8

- Condition: Loose Aluminum Cap Flashing
- Location*: Misc. Locations North elevation
- Classification: SWARMP
- Photos: 18-19

Condition 9

- Condition: Cracked Concrete
- Location*: Rooftop Bulkhead
- Classification: SWARMP
- Photos: 20

Condition 10

- Condition: Spalled Cast Stone
- Location*: 2nd Floor Water Table at South elevation
- Classification: SWARMP
- Photos: 21

*See Appendix B for conditions located on elevation drawings

Condition of Appurtenances

Fire Escapes

- Condition: Newer steel landings and steel railings leading to stair tower
- Location: Leading to fire stair along east elevation
- Classification: SAFE
- Photos: 22 -23

Window A/C Units

- Condition: Corroded Anchors and Brackets
- Location: Misc. Locations at South and North elevations
- Classification: SWARMP
- Photos: 16-17

Balcony, Guardrail, Handrail and Parapet Statement

Parapets exist along the setback roofs along the south elevation at floors 8, 10, 11 and 12. The parapets at the perimeter of these roofs are less than 42 in. tall but there are no doors leading these setback roofs. Portions of these parapets were recently reconstructed and newer aluminum copings were installed along all parapets at the south elevation. However, the main roof is accessible via a stair tower. The parapet walls along the main roof are less than 42 in. tall and therefore do not meet the requirements of the

current building code. A new guardrail meeting the current building code should be installed along the perimeter of the main roof at all locations where the parapet is less than 42 in. tall.

Parapets

- Condition: SWARMP (Main Roof Only) - SAFE (setback roofs)
- Location: Setback roofs at floors 8, 10, 11, 12 and Main Roof
- Classification: SWARMP & SAFE
- Photos: 24-28

Conditions Requiring Monitoring and/or Routine Maintenance

Window perimeter sealant should be monitored and replaced when necessary to prevent further deterioration and water infiltration.

H. ANALYSIS OF THE CAUSES OF CONDITIONS

The deteriorated conditions noted on the building can be attributed to the building's age and exposure to environmental conditions.

I. MAINTENANCE WORK PERFORMED

From our onsite observations and conversations with the current building Owner the northern half of the main roof was recently replaced to match the existing assembly. Touch-up repairs were also performed on the inside face of the South parapet wall. In addition, plywood boards have been installed along the interior face of several cracked and broken glazing units but the glazing units were left in place.

According to the DOB, no additional exterior maintenance work was performed to date since the Cycle 6 Local Law report filing.

J. COMPARISON OF CURRENT CONDITIONS TO PREVIOUS REPORT

Comparison Chart

The 7th Cycle FISP Report was never submitted to the NYC DOB. The previous 6th Cycle FISP Report was prepared by WLA Engineering, P.C. and was initially filed as "Unsafe" in 2009 but was amended as "Safe" in 2012. The report noted the following conditions for repair:

Cycle 6 - Condition 1

- Condition: Brick Repointing
- Location: Misc. Locations at South and North elevations
- Repairs Completed: Yes

Cycle 6 - Condition 2

- Condition: Brick Replacement
- Location: Misc. Locations at South and East elevations and the Main Roof
- Repairs Completed: Yes

Cycle 6 - Condition 3

- Condition: Sealant Joint Replacement
- Location: Aluminum Copings on South elevation setbacks and Main Roof
- Repairs Completed: Yes

Cycle 6 - Condition 4

- Condition: Steel Window Lintel Replacement
- Location: Multiple Locations on the South elevation
- Repairs Completed: Yes

Cycle 6 - Condition 5

- Condition: Cracked Glass Replacement
- Location: Two windows on South elevation
- Repairs Completed: Yes

Cycle 6 - Condition 6

- Condition: Cast Stone Crack Repairs
- Location: 2nd Floor Water Table on South Elevation
- Repairs Completed: Yes

Cycle 6 - Condition 7

- Condition: Cast Stone Panel Replacement
- Location: 2nd Floor Water Table on South Elevation
- Repairs Completed: Yes

Cycle 6 - Condition 8

- Condition: Window Frame Repairs
- Location: Misc. Locations at South elevation
- Repairs Completed: Yes

Cycle 6 - Condition 9

- Condition: Parapet Wall Rebuilding
- Location: 8th and 11th Floors along South elevation
- Repairs Completed: Yes

Cycle 6 - Condition 10

- Condition: Window Sill Replacement
- Location: Misc. Locations at South and North elevations
- Repairs Completed: Yes

Cycle 6 - Condition 11

- Condition: Scrape, Prime and Paint Corroded Window Lintels
- Location: Misc. Locations at South, East and North elevations
- Repairs Completed: Yes

Cycle 6 - Condition 12

- Condition: Aluminum Window Sill Cap Installation
- Location: All Windows along North and East elevations
- Repairs Completed: Yes

Cycle 6 - Condition 13

- Condition: Spandrel Beam Restoration
- Location: 12th Floor, Northeast corner
- Repairs Completed: Yes

Cycle 6 - Condition 14

- Condition: Replacement of Fire Tower balconies
- Location: Fire Tower along East elevation
- Repairs Completed: Yes

Cycle 6 - Condition 15

- Condition: Through-wall Copper Flashing Installation
- Location: Masonry Ledge above 12th Floor windows
- Repairs Completed: Yes

Cycle 6 - Condition 16

- Condition: Cap Sheet Membrane Installation
- Location: 7th Floor Setback Roof
- Repairs Completed: Yes

Cycle 6 - Condition 17

- Condition: Abandoned Steel Bracket Removal
- Location: Misc. Locations at North elevation
- Repairs Completed: Yes

Cycle 6 - Condition 18

- Condition: Camel back Coping Stone Replacement

- Location: Northern half of Main Roof parapet
- Repairs Completed: Yes

Cycle 6 - Condition 19

- Condition: Skylight Replacement
- Location: Main Roof
- Repairs Completed: Yes

Work Permit Numbers, Status and Sign off dates

All required repairs were completed under the work permits listed below. See Appendix D and F for details of repairs performed.

1. **Work Permits Related to Façade Repairs**
   120695355 (Exterior Repairs), 120662595 (Pipe Scaffold)

2. **Job Numbers and Sign-Off Dates**

   Job #120695355 (Exterior Repairs)
   - Status: Completed
   - Sign-off Date: 4/11/2012

   Job #120662595 (Pipe Scaffold)
   - Status: Completed
   - Sign-off Date: 2/20/2013

Since the completion of the required repairs from the 6th Cycle FISP Report the following work permits have been approved:

1. **Work Permits Related to Façade Repairs**
   140423913 (Sidewalk Shed)

2. **Job Numbers and Sign-Off Dates**

   Job #140423913 (Sidewalk Shed)
   - Status: Permit Issued
   - Filing Date: 11/5/2016

Violation Numbers of Open Environmental Control Board Façade Violations

There are currently four (4) open ECB violations related to the building facade. See Appendix E.

ECB #36018824M
- Violation Type: Local Law
- Violation Date: 4/16/2014
- Severity: Class 2

ECB #35133544P

- Violation Type: Construction
- Violation Date: 9/1/2015
- Severity: Class 2

ECB #36027886M

- Violation Type: Local Law
- Violation Date: 9/15/2015
- Severity: Class 2

ECB #35174393H

- Violation Type: Construction
- Violation Date: 5/10/2016
- Severity: Class 2

K. RECOMMENDATIONS FOR REPAIRS OR MAINTENANCE OF SWARMP ITEMS

Condition 2

- Condition: Cracked Stone Window Sills
- Recommendation: Rout and seal cracks and/or replace in its entirety depending on depth and severity of cracks.

Condition 3

- Condition: Displaced Brick Masonry
- Recommendation: Reconstruct brick locally

Condition 4

- Condition: Deteriorated Brick Masonry Joints
- Recommendation: Repoint deteriorated joints.

Condition 5

- Condition: Corroded Steel Window Frames
- Recommendation: Scrape, prime and paint frames to match existing or replace windows in their entirety.

Condition 6

- Condition: Corroded Steel Window Lintels
- Recommendation: Scrape, prime and paint lintels to match existing. Replace displaced brick and mortar joints as needed.

Condition 7

- Condition: Corroded A/C Unit Anchors and Brackets
- Recommendation: Replace corroded anchors and brackets with new and replace damaged brick at anchorage points as needed.

Condition 8

- Condition: Loose Aluminum Cap Flashing
- Recommendation: Install anchors in cap flashing to minimize movement and install sealant around all anchor penetrations.

Condition 9

- Condition: Cracked Concrete
- Recommendation: Rout and seal cracks and/or remove portion of concrete and patch depending on depth and severity of cracks.

Condition 10

- Condition: Spalled Cast Stone
- Recommendation: Remove portion of cast stone and patch and/or replace entire unit depending on depth and severity of spall.

Deadline for Repairs
December 2018

L. LIST AND DESCRIPTION OF THE WORK PERMITS REQUIRED TO ACCOMPLISH THE NECESSARY WORK

A work permit is required to complete the many of the required repairs. Installation of the guardrail along the perimeter of the main roof will also require a permit.

M. CLASSIFICATION OF THE BUILDING

335 West 35th Street, "the Building", is classified as Unsafe.

N. QEWI RESPONSIBLE FOR REPORT

James R. Triano, P.E.
NYS License Number: #077023

APPENDICES

Appendix A - Close-Up Inspection Diagram
Appendix B - Drawings
Appendix C - Photographs
Appendix D - Property Profile Overview
Appendix E - ECB Violation Summary
Appendix F - Permit History

APPENDIX A

Close-Up Inspection Diagram

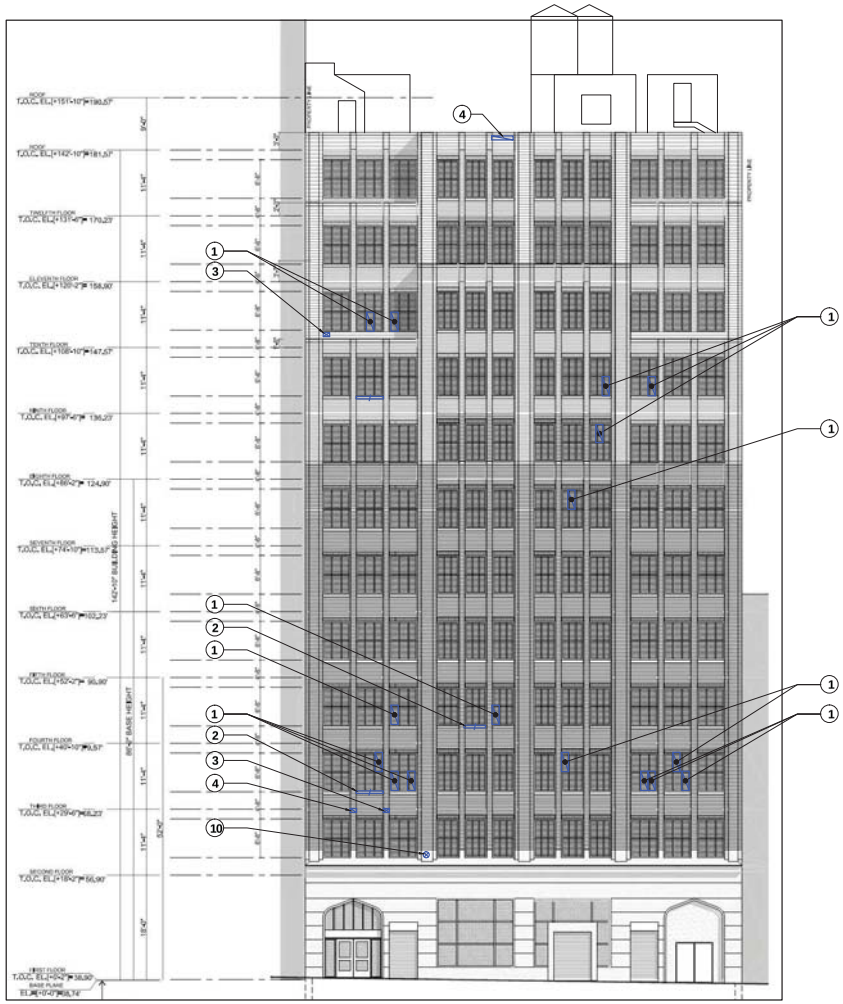


Close-Up Inspection Diagram

Key:

Close-up Inspection via 230 ft. Aerial Lift

APPENDIX B
Drawings



1 SOUTH ELEVATION

CONDITION	TITLE	KEY
1	CRACKED WINDOW GLAZING	
2	CRACKED STONE WINDOW SILL	
3	DISPLACED BRICK MASONRY	
4	DETERIORATED BRICK MASONRY JOINTS	
5	CORRODED STEEL WINDOW FRAMES	
6	CORRODED STEEL WINDOW LINTELS	
7	CORRODED A/C UNIT SUPPORTS	
8	LOOSE ALUMINUM CAP FLASHING	
9	CRACKED CONCRETE	
10	SPALLED CAST STONE	

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www.wje.com
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Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit
Honolulu | Houston | Memphis | Minneapolis | New Haven | New York
Princeton | San Francisco | Seattle | Washington, D.C.

Consultants

Seal

Key Plan

W 35TH STREET

Client
Mr. Ted Chen
New World Art Center, LLC
250 Lafayette Street
New York, N.Y. 10012

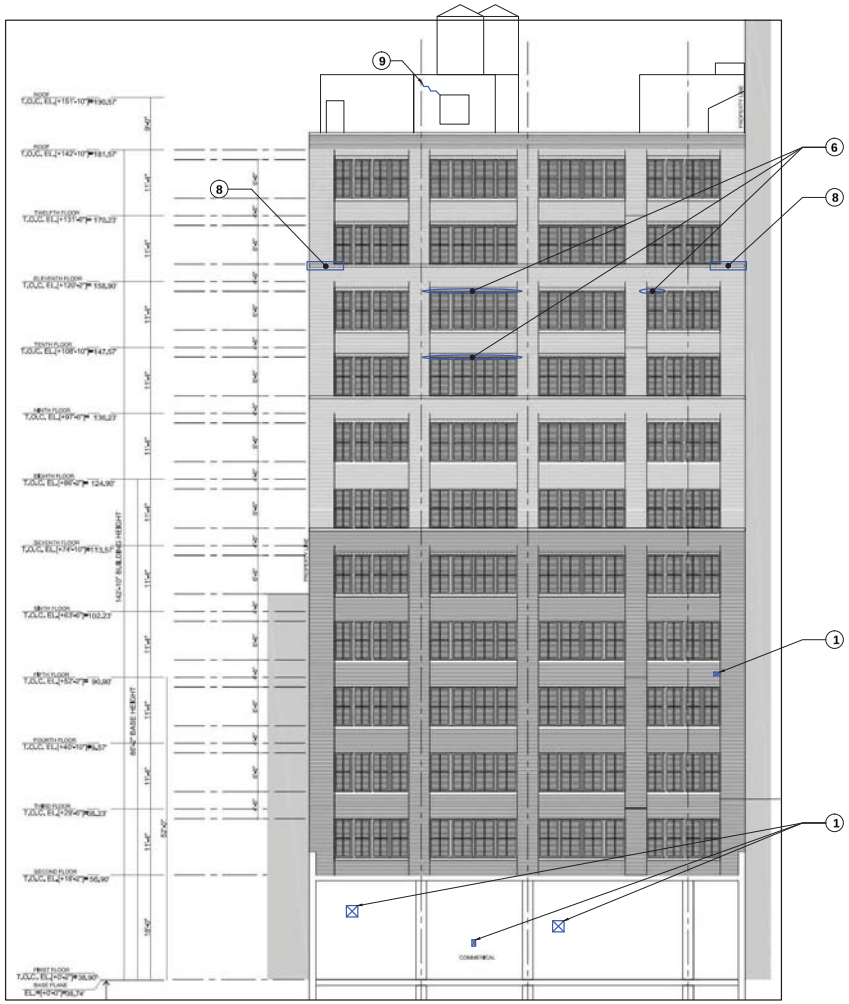
Project
335 West 35th Street
Cycle 8A FISP Survey
335 West 35th Street
New York, N.Y. 10001

Mark	Date	Description
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Project No. 2016.4329.0
Date 23 NOV 2016
Drawn CAG
Checked JRT
Scale AS NOTED
Sheet Title
SOUTH ELEVATION
CONDITION SURVEY
Sheet No. A-201.00
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CONDITION	TITLE	KEY
1	CRACKED WINDOW GLAZING	
2	CRACKED STONE WINDOW SILL	
3	DISPLACED BRICK MASONRY	
4	DETERIORATED BRICK MASONRY JOINTS	
5	CORRODED STEEL WINDOW FRAMES	
6	CORRODED STEEL WINDOW LINTELS	
7	CORRODED A/C UNIT SUPPORTS	
8	LOOSE ALUMINUM CAP FLASHING	
9	CRACKED CONCRETE	
10	SPALLED CAST STONE	

1 NORTH ELEVATION

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www.wje.com
Headquarters & Laboratories | Northbrook, Illinois
Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit
Honolulu | Houston | Memphis | Minneapolis | New Haven | New York
Princeton | San Francisco | Seattle | Washington, D.C.

Consultants

Seal

Key Plan

W 35TH STREET

Client
Mr. Ted Chen
New World Art Center, LLC
250 Lafayette Street
New York, N.Y. 10012

Project
335 West 35th Street
Cycle 8A FISP Survey
335 West 35th Street
New York, N.Y. 10001

Mark	Date	Description
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Project No. 2016.4329.0
Date 23 NOV 2016
Drawn CAG
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Scale AS NOTED
Sheet Title
NORTH ELEVATION
CONDITION SURVEY
Sheet No. **A-202.00**
PAGE 2 OF 3

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1 PARTIAL EAST ELEVATION

CONDITION	TITLE	KEY
1	CRACKED WINDOW GLAZING	
2	CRACKED STONE WINDOW SILL	
3	DISPLACED BRICK MASONRY	
4	DETERIORATED BRICK MASONRY JOINTS	
5	CORRODED STEEL WINDOW FRAMES	
6	CORRODED STEEL WINDOW LINTELS	
7	CORRODED A/C UNIT SUPPORTS	
8	LOOSE ALUMINUM CAP FLASHING	
9	CRACKED CONCRETE	
10	SPALLED CAST STONE	

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Consultants

Seal

Key Plan

W 35TH STREET

Client
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250 Lafayette Street
New York, N.Y. 10012

Project
335 West 35th Street
Cycle 8A FISP Survey
335 West 35th Street
New York, N.Y. 10001

Mark	Date	Description
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Project No. 2016.4329.0
Date 23 NOV 2016
Drawn CAG
Checked JRT
Scale AS NOTED
Sheet Title
PARTIAL
EAST ELEVATION
CONDITION SURVEY
Sheet No. **A-203.00**
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APPENDIX C
Photographs



Figure 1. 335 West 35th Street main elevation (South)

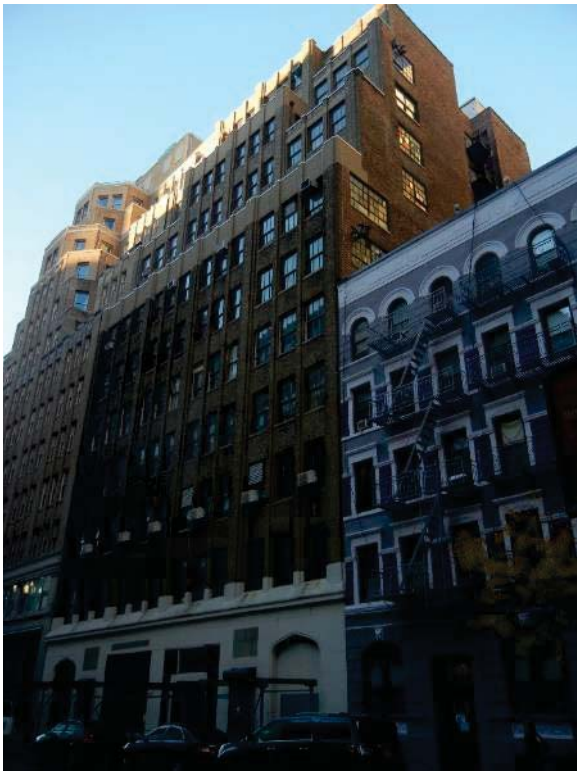


Figure 2. 335 West 35th Street South and East elevations



Figure 3. 335 West 35th Street rear elevation (North)



Figure 4. 335 West 35th Street roof (partial)



Figure 5. 335 West 35th Street roof (partial)



Figure 6. Cracked glazing unit. Cycle 8A Unsafe item.



Figure 7. Cracked glazing units. Cycle 8A Unsafe item.



Figure 8. Cracked cast stone window sill. Cycle 8A SWARMP item.



Figure 9. Cracked cast stone window sill. Cycle 8A SWARMP item.



Figure 10. Displaced brick masonry. Cycle 8A SWARMP item.



Figure 11. Displaced brick masonry. Cycle 8A SWARMP item.



Figure 12. Deteriorated masonry mortar joints. Cycle 8A SWARMP item.



Figure 13. Corroded steel window frames. Cycle 8A SWARMP item.



Figure 14. Corroded steel window frames. Cycle 8A SWARMP item.



Figure 15. Corroded steel window lintel. Cycle 8A SWARMP item.



Figure 16. Corroded A/C bracket. Cycle 8A SWARMP item.



Figure 17. Corroded A/C bracket anchor. Cycle 8A SWARMP item.



Figure 18. Loose cap flashing. Cycle 8A SWARMP item.

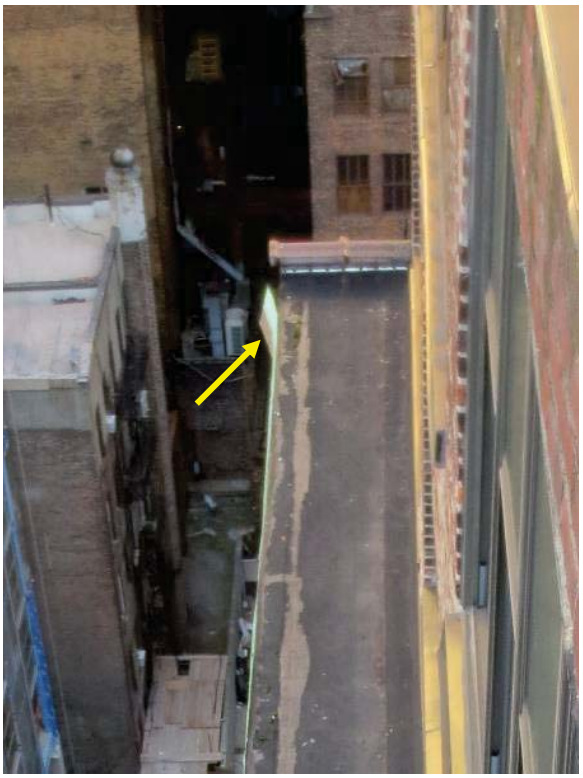


Figure 19. Loose cap flashing. Cycle 8A SWARMP item.



Figure 20. Cracked concrete bulkhead. Cycle 8A SWARMP item.



Figure 21. Spalled cast stone. Cycle 8A SWARMP item.



Figure 22. Typical fire tower balcony along east elevation.



Figure 23. Typical fire tower balconies along east elevation.



Figure 24. Main roof parapet along south elevation is less than 42" tall.

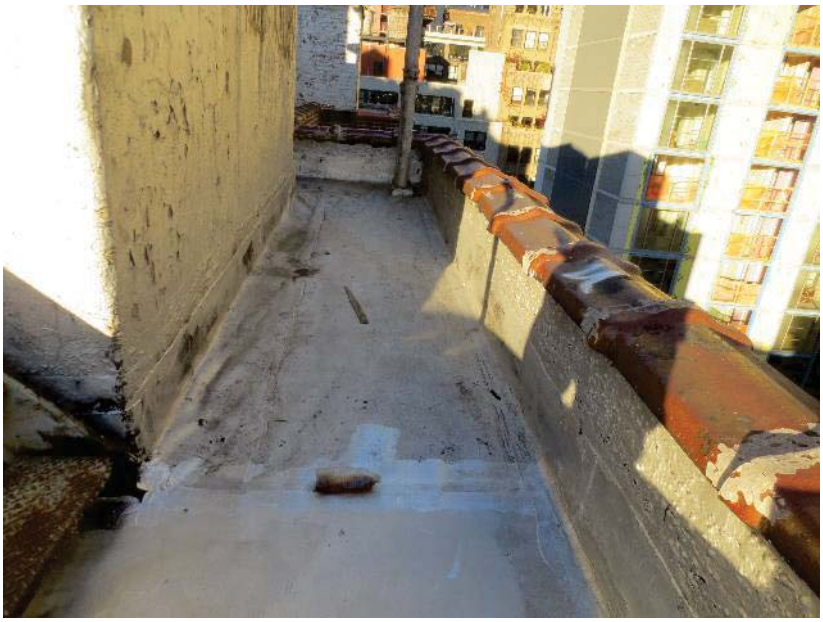


Figure 25. Main roof parapet along east elevation is less than 42" tall.



Figure 26. Setback parapet at 11th floor on south elevation is not accessible by door.

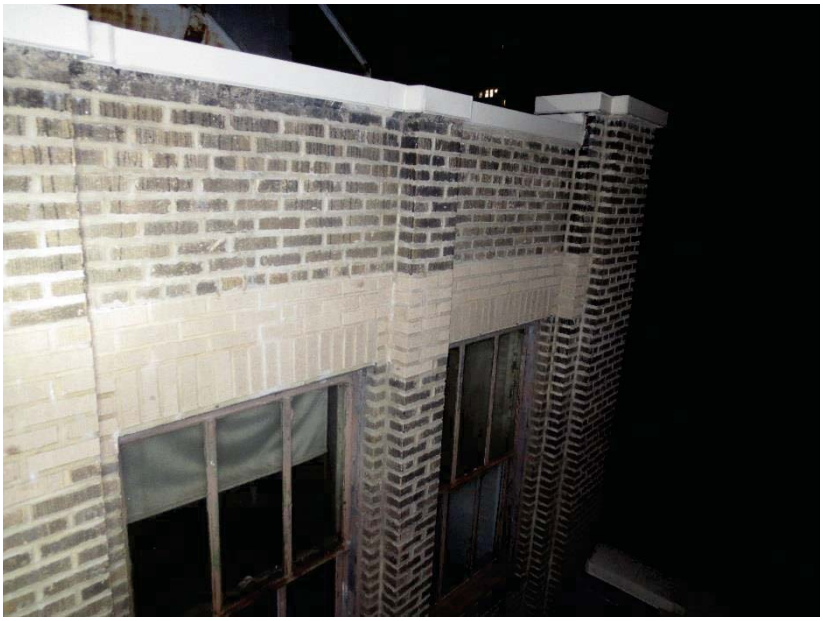


Figure 27. Setback parapet on south elevation that has been partially reconstructed and has a new aluminum coping.



Figure 28. Setback parapet on south elevation that has been fully reconstructed and has a new aluminum coping.

APPENDIX D
Property Profile Overview

NYC Buildings

NYC

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NYC Department of Buildings

Property Profile Overview

335 WEST 35 STREET — **MANHATTAN 10001** — **BIN# 1013588**

WEST 35 STREET 335 - 343

Health Area	: 5500	Tax Block	: 759
Census Tract	: 111	Tax Lot	: 18
Community Board	: 104	Condo	: NO
Buildings on Lot	: 1	Vacant	: NO

View DCP Addresses... Browse Block

View Zoning Documents | View Challenge Results | Pre - BIS PA | View Certificates of Occupancy

Cross Street(s):	8 AVENUE, 9 AVENUE		
DOB Special Place Name:			
DOB Building Remarks:			
Landmark Status:		**Special Status:**	N/A
Local Law:	YES	**Loft Law:**	NO
SRO Restricted:	NO	**TA Restricted:**	NO
UB Restricted:	NO		
Environmental Restrictions:	N/A	**Grandfathered Sign:**	NO
Legal Adult Use:	NO	**City Owned:**	NO
Additional BINs for Building:	NONE		
Additional Designation(s):	IBZ - INDUSTRIAL BUSINESS ZONE GCP2 - GARMENT CTR SPCL DIST PRESERVTN AREA P-2		

Special District: GC - GARMENT CENTER

This property is not located in an area that may be affected by Tidal Wetlands, Freshwater Wetlands, Coastal Erosion Hazard Area, or Special Flood Hazard Area. Click here for more information

Department of Finance Building Classification: F5-FACTORY/INDSTRIAL

Please Note: The Department of Finance's building classification information shows a building's tax status, which may not be the same as the legal use of the structure. To determine the legal use of a structure, research the records of the Department of Buildings.

	Total	Open
Complaints	11	0
Violations-DOB	63	11
Violations-ECB (DOB)	36	8
Jobs/Filings	34	
ARA / LAA Jobs	5	
Total Jobs	39	
Actions	81	

OR Enter Action Type:

OR Select from List: Select...

AND Show Actions

Elevator Records
Electrical Applications
Permits In-Process / Issued
Illuminated Signs Annual Permits
Plumbing Inspections
Open Plumbing Jobs / Work Types
Facades
Marquee Annual Permits
Boiler Records
DEP Boiler Information
Crane Information
After Hours Variance Permits

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

APPENDIX E
ECB Violation Summary

NYC Buildings

NYC

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NYC Department of Buildings

ECB Query By Location

Premises: 335 WEST 35 STREET MANHATTAN BIN: 1013588 Block: 759 Lot: 18 CB: 104

Dept. of Buildings Violations & Compliance	
Total Issued = 36	Open (Non-Compliance) = 8

ECB Hearings	
Completed / Defaulted = 36	Pending = 0

ECB Number	Dept. of Buildings Violation Status	Respondent	ECB Hearing Status	Viol Date	Infraction Codes	ECB Penalty Due
34223176L	OPEN - NO COMPLIANCE RECORDED Severity: NON-HAZARDOUS	WILLIAMS REAL ESTATE CO	STIPULATION/IN-VIO	11/19/1999 Viol Type: LOCAL LAW	BN4, BN6	$0.00
34261250J	OPEN - NO COMPLIANCE RECORDED Severity: NON-HAZARDOUS	WILLIAMS REAL ESTATE CO	STIPULATION/IN-VIO	10/26/2000 Viol Type: LOCAL LAW	BN4, BN6	$0.00
34260085Z	OPEN - NO COMPLIANCE RECORDED Severity: NON-HAZARDOUS	WILLIAMS REAL ESTATE CO	STIPULATION/IN-VIO	04/11/2001 Viol Type: LOCAL LAW	BN4, BN6	$0.00
35174393H	OPEN - NO COMPLIANCE RECORDED Severity: CLASS - 2	THREE 35 W LLC Inspect Unit: FACADE INSPECTION AND AUDIT UNIT	DEFAULT	05/10/2016 Viol Type: CONSTRUCTION	204	$2,500.00
34223525M	OPEN - NO COMPLIANCE RECORDED Severity: NON-HAZARDOUS	WILLIAMS REAL ESTATE CO.	WRITTEN OFF	06/08/2000 Viol Type: LOCAL LAW	BN4, BN6	$0.00
34027666M	OPEN - NO COMPLIANCE RECORDED Severity: CLASS - 2	THREE 35 W LLC C/O ACUITY Inspect Unit: LOCAL LAW 11/98	DEFAULT	09/15/2015 Viol Type: LOCAL LAW	230	$0.00
35133544P	OPEN - NO COMPLIANCE RECORDED Severity: CLASS - 2	THREE 35W LLC Inspect Unit: FACADE INSPECTION AND AUDIT UNIT	DEFAULT	09/01/2015 Viol Type: CONSTRUCTION	204	$0.00
34018824M	OPEN - NO COMPLIANCE RECORDED Severity: CLASS - 2	THREE 35 W LLC Inspect Unit: LOCAL LAW 11/88	DEFAULT	04/16/2014 Viol Type: LOCAL LAW	230	$0.00
34020038P	RESOLVED - N/A - DISMISSED Severity: NON-HAZARDOUS	M.A. RLTY CO	DISMISSED	01/03/1989 Viol Type: BOILER	B8J	$0.00

38015641Z	RESOLVED - N/A - DISMISSED **Severity:** NON-HAZARDOUS	335 WEST 35 CORP	DISMISSED	08/12/1991 **Viol Type:** ELEVATOR	B8G	$0.00
38063143M	RESOLVED - CERTIFICATE ACCEPTED **Severity:** NON-HAZARDOUS	MEYER MARTIN	DEFAULT	10/30/1997 **Viol Type:** ELEVATOR	BP7	$0.00
38117331K	RESOLVED - CERTIFICATE ACCEPTED **Severity:** NON-HAZARDOUS	GVA WILLIAMS	DEFAULT	06/25/2001 **Viol Type:** ELEVATOR	BP7	$0.00
34064594K	RESOLVED - CERTIFICATE ACCEPTED **Severity:** NON-HAZARDOUS	M & A REALTY CO	IN VIOLATION	03/12/1992 **Viol Type:** LOCAL LAW	BG9, BH0, BG3	$0.00
38015640R	RESOLVED - CERTIFICATE ACCEPTED **Severity:** NON-HAZARDOUS	335 WEST 35 CORP	DEFAULT	08/12/1991 **Viol Type:** ELEVATOR	B8G	$0.00
38015639J	RESOLVED - N/A - DISMISSED **Severity:** NON-HAZARDOUS	335 WEST 35 CORP	DISMISSED	08/12/1991 **Viol Type:** ELEVATOR	B8G	$0.00
38023486H	RESOLVED - CURE ACCEPTED **Severity:** NON-HAZARDOUS	M & A REALTY CORP	CURED/IN-VIO	03/26/1992 **Viol Type:** ELEVATOR	B8G	$0.00
34064595M	RESOLVED - CERTIFICATE ACCEPTED **Severity:**	M & A REALTY CO	STIPULATION/IN-VIO	03/12/1992 **Viol Type:** LOCAL LAW	BG7, BG8, BG6	$0.00
38023485X	RESOLVED - CERTIFICATE ACCEPTED **Severity:** NON-HAZARDOUS	M & A RELATY CORP	IN VIOLATION	03/26/1992 **Viol Type:** ELEVATOR	B8G	$0.00
38063144Y	RESOLVED - CURE ACCEPTED **Severity:** NON-HAZARDOUS	MEYER MARTIN	CURED/IN-VIO	09/15/1997 **Viol Type:** ELEVATOR	BP7	$0.00
38108340H	RESOLVED - CURE ACCEPTED **Severity:** NON-HAZARDOUS	WILLIAMS REAL ESTATE CORP	CURED/IN-VIO	10/27/2000 **Viol Type:** ELEVATOR	BP7	$0.00
32018610L	RESOLVED - CERTIFICATE ACCEPTED **Severity:** NON-HAZARDOUS	E & A TRIM INC.	IN VIOLATION	03/10/2000 **Viol Type:** BOILER	B4A	$0.00
38121854L	RESOLVED - CURE ACCEPTED **Severity:** NON-HAZARDOUS	GVA WILLIAMS REAL ESTATE	CURED/IN-VIO	03/06/2002 **Viol Type:** ELEVATOR	BP7	$0.00
34261049H	RESOLVED - N/A -	WILLIAMS REAL ESTATE	DISMISSED	08/30/2001	BN4, BN6	$0.00

	DISMISSED	CO.				
	Severity: NON-HAZARDOUS			**Viol Type:** LOCAL LAW		
38205631M	RESOLVED - CURE ACCEPTED	335 W 35 ST OWNERS LLC	CURED/IN-VIO	08/18/2009	251	$0.00
	Severity: CLASS - 2	**Inspect Unit:** ELEVATOR DIVISION		**Viol Type:** ELEVATOR		
34765172M	RESOLVED - N/A - DISMISSED	SUMMIT WATERPROOFING R 5213	DISMISSED	05/19/2009	109	$0.00
	Severity: CLASS - 1	**Inspect Unit:** SCAFFOLD SAFETY TEAM		**Viol Type:** CONSTRUCTION		
38117332M	RESOLVED - CERTIFICATE ACCEPTED	G.V.A. WILLIAMS	WRITTEN OFF	06/25/2001	BP7	$0.00
	Severity: NON-HAZARDOUS			**Viol Type:** ELEVATOR		
36005814X	RESOLVED - CURE ACCEPTED	GVA WILLIAMS REAL ESTATE	CURED/IN-VIO	11/28/2008	230	$0.00
	Severity: CLASS - 2	**Inspect Unit:** LOCAL LAW 11/98		**Viol Type:** CONSTRUCTION		
32049901N	RESOLVED - CURE ACCEPTED	S.E.P FASHIONS	CURED/IN-VIO	03/21/2006	B4A	$-180.00
	Severity: NON-HAZARDOUS	**Inspect Unit:** BOILER DIVISION		**Viol Type:** BOILER		
32049902P	RESOLVED - CURE ACCEPTED	NEW SPRING FASHION INC	CURED/IN-VIO	03/21/2006	B4A	$0.00
	Severity: NON-HAZARDOUS	**Inspect Unit:** BOILER DIVISION		**Viol Type:** BOILER		
32049903R	RESOLVED - CURE ACCEPTED	Y & K FASHIONS	CURED/IN-VIO	03/21/2006	B4A	$0.00
	Severity: NON-HAZARDOUS	**Inspect Unit:** BOILER DIVISION		**Viol Type:** BOILER		
32049904Z	RESOLVED - CURE ACCEPTED	L & C FASHION INC.	CURED/IN-VIO	03/21/2006	B4A	$0.00
	Severity: NON-HAZARDOUS	**Inspect Unit:** BOILER DIVISION		**Viol Type:** BOILER		
32049907Y	RESOLVED - CURE ACCEPTED	SOARINE ACHIEVEMENT INC.	CURED/IN-VIO	03/22/2006	B4A	$0.00
	Severity: NON-HAZARDOUS	**Inspect Unit:** BOILER DIVISION		**Viol Type:** BOILER		
32049908X	RESOLVED - CURE ACCEPTED	CMBE FASHION INC.	CURED/IN-VIO	03/22/2006	B4A	$0.00
	Severity: NON-HAZARDOUS	**Inspect Unit:** BOILER DIVISION		**Viol Type:** BOILER		
38166982P	RESOLVED - CERTIFICATE ACCEPTED	WILLIAMS REAL ESTATE	STIPULATION/IN-VIO	06/27/2007	BP7	$180.00
	Severity: NON-HAZARDOUS	**Inspect Unit:** ELEVATOR DIVISION		**Viol Type:** ELEVATOR		
38205641X	RESOLVED - CURE ACCEPTED	335 WEST 35 ST OWNERS LLC	CURED/IN-VIO	08/27/2009	351	$0.00
	Severity: CLASS - 3	**Inspect Unit:** ELEVATOR DIVISION		**Viol Type:** ELEVATOR		
34925973M	RESOLVED - CURE ACCEPTED	335 WEST 35 OWNER LLC	CURED/IN-VIO	05/02/2012	204	$0.00

Severity: CLASS - 2 **Inspect Unit:** FACADE INSPECTION AND AUDIT UNIT **Viol Type:** CONSTRUCTION

Compliance Status (Open/Resolved) relates to whether a violation has been corrected/uncorrected. Dismissed violations do not require filing a Certificate of Correction.

ECB Hearing Status and the **ECB Penalty Due** are separate from **Compliance Status** (i.e. a penalty is still due in many cases even when the violating condition has been fixed).

Severity Class	
Class 1 - Immediately Hazardous	HAZ - Hazardous - 1968 Building Code
Class 2 - Major	NON-HAZ - Non-hazardous - 1968 Building Code
Class 3 - Lesser	

Violation Status Descriptions	**ECB Hearing Status**
OPEN - No Compliance Recorded	CURED/IN-VIO - In Violation/no hearing required
OPEN - Certificate Pending (Certificate of Correction submitted and under review)	STIPULATION/IN-VIO - No hearing required/in violation
OPEN - Certificate Disapproved (Certificate of Correction disapproved/not in compliance)	IN VIOLATION - Hearing decision completed
RESOLVED - N/A-Dismissed (at ECB - no Certificate of Correction required)	DISMISSED - Hearing decision completed
RESOLVED - Certificate Accepted (Certification of Correction Accepted/in compliance)	DEFAULT - Respondent failed to appear at hearing
RESOLVED - Cure Accepted (early correction accepted - in violation/no penalty or hearing)	PUBLICLY-OWNED - No hearing required
RESOLVED - Compliance Insp/Doc (condition verified by Inspector or by Dept. documentation)	PENDING - Awaiting ECB hearing or decision
	ADMIT/IN-VIO - In Violation/no hearing required
	WRITTEN OFF - Imposed penalty legally uncollectable

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

APPENDIX F
Permit History

NYC Buildings

NYC

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NYC Department of Buildings

Permits In-Process / Issued by Premises

Premises: 335 WEST 35 STREET MANHATTAN **BIN: 1013566 Block: 759 Lot: 16**

NUMBER	JOB TYPE	SEQ NO	ISSUED DATE	EXPIRATION DATE	STATUS	APPLICANT NAME
140423913-01-EQ SH	A3 - ALT3	01	11/05/2015	11/04/2016	ISSUED	SINGH BALWINDER
121507208-01-AL	A1 - ALT1	04	09/09/2016	07/22/2017	ISSUED	MAROULIS DIONYSSI
121507208-01-EQ FN	A1 - ALT1	03	07/18/2016	07/18/2017	ISSUED	MAROULIS DIONYSSI
120696366-01-EW OT	A2 - ALT2	01	07/05/2011	06/26/2012	ISSUED	TSAMPAS JOHN
120662595-01-EQ SF	A3 - ALT3	01	04/18/2011	04/01/2012	ISSUED	DOWNES CHRISTOPHE
120094389-01-EQ SH	A3 - ALT3	04	05/25/2012	05/25/2013	ISSUED	HARRINGTON JERIMI
110393226-01-PL	A2 - ALT2	01	11/28/2008	11/28/2009	ISSUED	WASOFF MARVIN
110393226-01-EW BL	A2 - ALT2	01	11/28/2008	04/02/2009	ISSUED	WASOFF MARVIN
103971515-01-EW OT	A2 - ALT2	01	11/23/2004	09/08/2005	ISSUED	DELUCA PAUL
103779555-01-AL	A1 - ALT1	01	05/21/2004	05/21/2005	ISSUED	MOSKOWITZ TZVI
103766013-01-PL	A2 - ALT2	01	04/28/2004	04/28/2005	ISSUED	ISER STUART
103766013-01-EW BL	A2 - ALT2	01	04/28/2004	05/01/2004	ISSUED	ISER STUART
103751352-01-PL	A2 - ALT2	01	04/19/2004	04/19/2005	ISSUED	SEICKEL STEPHEN
103751352-01-EW BL	A2 - ALT2	01	04/19/2004	07/12/2004	ISSUED	SEICKEL STEPHEN
103751352-01-EW OT	A2 - ALT2	01	04/19/2004	07/12/2004	ISSUED	SEICKEL STEPHEN
103760237-01-AL	A3 - ALT3	01	04/28/2004	06/13/2004	ISSUED	MOSKOWITZ ZVI
103416439-01-PL	A2 - ALT2	01	03/21/2003	03/20/2004	ISSUED	ISER STUART
103416439-01-EW BL	A2 - ALT2	01	03/21/2003	05/01/2003	ISSUED	ISER STUART
103416439-01-EW OT	A2 - ALT2	01	03/21/2003	05/01/2003	ISSUED	ISER STUART
103165539-01-PL	A2 - ALT2	01	06/06/2002	06/06/2003	ISSUED	ISER STUART
103165539-01-EW BL	A2 - ALT2	01	06/06/2002	05/01/2003	ISSUED	ISER STUART
103165539-01-EW OT	A2 - ALT2	01	06/06/2002	05/01/2003	ISSUED	ISER STUART
103102169-01-PL	A2 - ALT2	01	02/14/2002	02/14/2003	ISSUED	ISER STUART
103102169-01-EW BL	A2 - ALT2	01	02/14/2002	05/01/2002	ISSUED	ISER STUART
103085157-01-PL	A2 - ALT2	01	01/14/2002	01/14/2003	ISSUED	ISER STUART
103085157-01-EW BL	A2 - ALT2	01	01/14/2002	05/01/2002	ISSUED	ISER STUART
103057146-01-PL	A2 - ALT2	01	12/20/2001	12/20/2002	ISSUED	ISER STUART
103057146-01-EW BL	A2 - ALT2	01	12/20/2001	05/01/2002	ISSUED	ISER STUART
102598260-01-PL	A2 - ALT2	01	06/13/2001	06/13/2002	ISSUED	SEICKEL STEPHEN
102598260-01-EW BL	A2 - ALT2	01	06/13/2001	07/12/2001	ISSUED	SEICKEL STEPHEN
102598260-01-EW OT	A2 - ALT2	01	06/13/2001	07/12/2001	ISSUED	SEICKEL STEPHEN
102566912-01-PL	A2 - ALT2	01	05/22/2001	05/22/2002	ISSUED	ISER STUART
102566912-01-EW BL	A2 - ALT2	01	05/22/2001	05/01/2002	ISSUED	ISER STUART
102439050-01-EW OT	A2 - ALT2	01	11/18/1999	07/12/2000	ISSUED	SEICKEL JAMES
102439050-01-EW BL	A2 - ALT2	01	11/18/1999	07/12/2000	REISSUED	SEICKEL STEPHEN
102439050-01-PL	A2 - ALT2	01	11/18/1999	12/20/2000	REISSUED	SEICKEL STEPHEN
102293420-01-PL	A2 - ALT2	01	01/21/2004	01/20/2005	ISSUED	GANGI ROSARIO
102293420-01-EW OT	A2 - ALT2	01	10/11/2001	01/01/2002	ISSUED	HARRINGTON SAUNDR
102266722-01-PL	A2 - ALT2	01	04/09/2001	04/09/2002	ISSUED	ISER STUART
102266722-01-EW OT	A2 - ALT2	01	04/09/2001	05/01/2001	ISSUED	ISER STUART
102266722-01-EW BL	A2 - ALT2	01	04/09/2001	05/01/2001	ISSUED	ISER STUART
100331446-01-PL	A2 - ALT2	01	11/19/1991	04/20/1992	ISSUED	MAGGIORE LEONARD

100331446-01-EW BL	A2 - ALT2	01	11/14/1991	04/20/1992	ISSUED	MAGGIORE LEONARD
100300988-01-PL	A2 - ALT2	01	08/27/1991	03/20/1992	ISSUED	MARX LOUIS
100289297-01-EW BL	A2 - ALT2	01	09/05/1991	07/12/1992	ISSUED	SEICKEL JOSEPH
100289297-01-PL	A2 - ALT2	01	09/05/1991	05/01/1992	ISSUED	ISER STUART

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

Star Builders Inc.
Att: Henry Tomala
1300 Madison Avenue – Ground Floor
New York, NY 10128

December 31, 2018

RE: **335 West 35th Street**
Manhattan, NY

Renovation Cost Proposal – REVISED V2
Accredited Lead Inspection, Inc. (referred to in this document as "ALI") d/b/a Accredited Environmental Solutions is pleased to submit our cost proposal to Star Builders (referred to in this document as the "Client") for the renovation and upgrading of 335 West 35th Street, Manhattan, NY, (referred to in this document as the "property" or "Property").

Cost $74,800 plus applicable taxes

Scope of work
Accredited Lead Inspection, Inc. shall provide all labor, materials and equipment to perform the environmental services contracted for in this agreement. *All work will be performed in accordance with* the *EPA/HUD Lead Safety for Renovation, Repair, and Painting Final Rule (40 CFR 745).* The services are limited to the real property and do not include personal property unless so indicated in the description of services and the inspection report.

Scope detail:

- **Removal of lead-based paint on listed metal components of interior stairway only**
  - Strip paint on surface of stringers, newel posts, and risers, only
    - Some residual primer may remain on metal surfaces which is acceptable as per EPA /HUD Guidelines, Title X, 2012 Revision, Chapter 12-20.
    - **Primer and paint to be applied by others**

- Start date of mobilization 1/2/2019 pending issuance of deposit check on 12/31/2018
  - Anticipated completion date 1/23/2019 or possibly earlier – actual completion date is dependent on climate and types of paint being removed. ALI cannot control the rate of the efficacy of the paint stripper.

- Price includes the cost of third party clearance dust wipes at the completion of work

Client Responsibilities:

- Provide 220 Volt electrical outlets at each floor level of the stairwell to connect electric heaters supplied by ALI as necessary.
- Provide unimpeded ingress and egress to the work site
- **PROHIBIT all other trades from entering ALI established containment areas**
- Work will proceed 1-4 flights at a time. Areas not under containment may be entered by others at their own risk.
- Access to adequate power and water shall be provided by owner.

- Proposal is based upon mutually agreeable contract and payment terms. Costs for collection of outstanding balances including legal fees or other associated costs and interest are reimbursable and can be added to the balance due.

Any additional areas/components requiring lead-based paint abatement or correction, not listed in the scope of work are available at an additional cost. All garbage and debris generated by ALI to be removed from the premises by ALI.

ALI must have access to premises as needed to complete work. Client acknowledges and agrees that a minimum charge of $800.00 will be imposed for each and every trip to the Property by ALI during which ALI is denied or significantly delayed access to the Property for any reason.

EPA company certifications, EPA supervisor certifications and EPA worker certifications to be provided upon approval of proposal.

Abatement cost: $74,800 plus tax $6,638.50 **TOTAL $81,438.50**

Payment Terms
A deposit of $35,000 is required upon acceptance of this proposal.
Balance due upon completion of work and delivery of paperwork

The following signatories are the authorized representatives upon whose decision and information each party may rely in performance of this Agreement.

Client name _____ Client Signature: _____

Relation to Property: _____ Dated: _____

Sincerely,

Steven Rosenbaum, President

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU7772MN18

Build It Back App ID # _____

Premise Address 335 West 35th St Borough Manhattan Zip 10001

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [X] Project Completion Form (entire project)
- [ ] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: November 16, 2018

Signature

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU7772MN18

Build It Back App ID # _____

Premise Address 335 West 35th St Borough Manhattan Zip 10001

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
Roof	Bulkheads	Built Up Roofing	450		
		TOTAL ACM	450		

269

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
3/8/2018
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1386486**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Installation of new roofing system on existing main roof. The bulkheads will remain.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

03/05/2018 4:15PM-5:30PM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[X] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: 2500 sq. ft _____ linear ft.

Specify locations (attach additional documents as necessary):
waterproofing membranes on roof bulkheads

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Roof		main	concrete roof slab	3	No	No
Roof		main parapet walls	brick mortar	3	No	No
Roof		main	roofing debris on concrete slab	2	No	No
Roof		main	sealant on capping metal & stones joints	2	No	No
Roof		bulkheads	waterproofing membranes	0	Yes	Yes

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	3/8/2018	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR



Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25405751

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
3/8/2018
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	3/7/2018

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	3/8/2018	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

CITY OF NEW YORK
ILIAS GKIOUSAS
CERTIFIED ASBESTOS
146589

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25405751

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

Control Number: 1365217

1. NYC DOB Job # (if applicable) _____

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work in existing 12th floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

12/06/2017 10:45AM-1:15PM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):
_____

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	12	throughout	gypsum board compound	3	No	No
Building Floors	12	throughout	wall plaster	6	No	No
Building Floors	12	throughout	ceiling plaster	6	No	No
Building Floors	12	throughout	concrete on structural metal beams	2	No	No
Building Floors	12	elevators	vinyl floor tiles	2	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

CITY OF NEW YORK ILIAS GKIOUSAS CERTIFIED ASBESTOS INVESTIGATOR 146589

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25383251

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/13/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR



Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25383251

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

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PROGRAM
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1. NYC DOB Job # (if applicable) _____ **Control Number: 1365215**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work on existing 11th floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

12/06/2017 9:00AM-10:30AM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	11	throughout	gypsum board compound	3	No	No
Building Floors	11	throughout	wall plaster	6	No	No
Building Floors	11	throughout	ceiling plaster	6	No	No
Building Floors	11	throughout	concrete on structural metal beams	2	No	No
Building Floors	11	elevators entrance area	vinyl floor tiles	2	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS — *DEP Certified Asbestos Investigator's Signature*
12/17/2017 — *Date*
146589 — *Certificate Number*
7/19/2019 — *Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR



The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25381802

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/13/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381802

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
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ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1365214**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work on existing 10th floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

12/05/2017 2:00PM-3:30PM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	10	throughout	gypsum board compound	3	No	No
Building Floors	10	throughout	wall plaster	6	No	No
Building Floors	10	throughout	ceiling plaster	6	No	No
Building Floors	10	throughout	concrete on structural metal beams	2	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS | 12/17/2017 | 146589 | 7/19/2019
DEP Certified Asbestos Investigator's Signature | *Date* | *Certificate Number* | *Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR



The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25381803

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
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ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/12/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

CITY OF NEW YORK
ILIAS GKIOUSAS
CERTIFIED ASBESTOS INVESTIGATOR
146589

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381803

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

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12/17/2017
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ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1365212**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work on existing 9th floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

12/05/2017 11:45AM-1:15PM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	9	throughout	gypsum board compound	3	No	No
Building Floors	9	throughout	wall plaster	6	No	No
Building Floors	9	throughout	ceiling plaster	6	No	No
Building Floors	9	throughout	concrete on structural metal beams	2	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com



SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25381804

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/12/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

CITY OF NEW YORK
ILIAS GKIOUSAS
CERTIFIED ASBESTOS INVESTIGATOR
146589

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381804

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

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DEP ASBESTOS CONTROL PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1365210**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work in existing 8th floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

12/05/2017 9:00AM-10:30AM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	8	throughout	gypsum board compound	3	No	No
Building Floors	8	throughout	wall plaster	6	No	No
Building Floors	8	throughout	ceiling plaster	6	No	No
Building Floors	8	throughout	concrete on structural metal beams	2	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS | 12/17/2017 | 146589 | 7/19/2019
DEP Certified Asbestos Investigator's Signature | *Date* | *Certificate Number* | *Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

CITY OF NEW YORK ILIAS GKIOUSAS CERTIFIED ASBESTOS

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25381805

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/12/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

CITY OF NEW YORK ILIAS GKIOUSAS CERTIFIED ASBESTOS

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381805

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
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ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1365206**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work on existing 7th floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

12/04/2017 10:45AM-11:15AM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	7	throughout	gypsum board compound	3	No	No
Building Floors	7	throughout	wall plaster	6	No	No
Building Floors	7	throughout	ceiling plaster	6	No	No
Building Floors	7	throughout	concrete on structural metal beams	2	No	No
Building Floors	7	elevator entrance area	vinyl floor tiles	2	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS — *DEP Certified Asbestos Investigator's Signature*
12/17/2017 — *Date*
146589 — *Certificate Number*
7/19/2019 — *Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

CITY OF NEW YORK ILIAS GKIOUSAS CERTIFIED ASBESTOS INVESTIGATOR
SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25381806

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/13/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

CITY OF NEW YORK ILIAS GKIOUSAS CERTIFIED ASBESTOS INVESTIGATOR 146589

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381806

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
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ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1365207**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work in existing 6th floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

12/04/2017 9:00AM-10:30AM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	6	throughout	gypsum board compound	3	No	No
Building Floors	6	throughout	wall plaster	6	No	No
Building Floors	6	throughout	ceiling plaster	6	No	No
Building Floors	6	throughout	concrete on structural metal beams	2	No	No
Building Floors	6	elevator entrance area	vinyl floor tiles	4	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS | 12/17/2017 | 146589 | 7/19/2019
DEP Certified Asbestos Investigator's Signature | *Date* | *Certificate Number* | *Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25381807

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/13/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

CITY OF NEW YORK
ILIAS GKIOUSAS
CERTIFIED ASBESTOS INVESTIGATOR
146589

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381807

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

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12/17/2017
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ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1365205**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work in existing 5th floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

12/03/2017 10:45AM-12:00PM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):
_____

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	5	throughout	gypsum board compound	3	No	No
Building Floors	5	throughout	wall plaster	6	No	No
Building Floors	5	throughout	ceiling plaster	6	No	No
Building Floors	5	throughout	concrete on structural metal beams	2	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS — *DEP Certified Asbestos Investigator's Signature*
12/17/2017 — *Date*
146589 — *Certificate Number*
7/19/2019 — *Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com



SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25381808

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/12/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381808

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1365203**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work in existing floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

12/03/2017 9:00AM-10:30AM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	4	throughout	gypsum board compound	3	No	No
Building Floors	4	throughout	wall plaster	6	No	No
Building Floors	4	throughout	ceiling plaster	6	No	No
Building Floors	4	throughout	concrete on structural metal beams	2	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com



SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25381809

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/12/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR



Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381809

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP ASBESTOS CONTROL PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1365201**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work in existing 3rd floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

11/30/2017 1:45PM-3:00PM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	3	throughout	gypsum board compound	3	No	No
Building Floors	3	throughout	wall plaster	6	No	No
Building Floors	3	throughout	ceiling plaster	6	No	No
Building Floors	3	throughout	concrete on structural metal beams	2	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS | 12/17/2017 | 146589 | 7/19/2019
DEP Certified Asbestos Investigator's Signature | *Date* | *Certificate Number* | *Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR



The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No



NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/4/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

CITY OF NEW YORK ILIAS GKIOUSAS CERTIFIED ASBESTOS 146589

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381810

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1365199**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work in existing 2nd floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

11/30/2017 11:45AM-1:00PM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	2	throughout	gypsum board compound	3	No	No
Building Floors	2	throughout	wall plaster	6	No	No
Building Floors	2	throughout	ceiling plaster	6	No	No
Building Floors	2	throughout	pipe insulation	3	No	No
Building Floors	2	throughout	concrete on structural metal beams	2	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25381811

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/4/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

CITY OF NEW YORK ILIAS GKIOUSAS CERTIFIED ASBESTOS

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381811

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1365197**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work in existing 1st floor.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

11/30/2017 10:15AM-11:30AM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Building Floors	1	throughout	gypsum board compound	3	No	No
Building Floors	1	throughout	wall plaster	6	No	No
Building Floors	1	throughout	ceiling plaster	6	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com



SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25381812

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/4/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381812

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 1365198**

2. Premise No. 335 Street Name West 35th Street Borough Manhattan Zip 10001

3. AKA _____ Type of Facility _____ BIN 1013566 Block 00759 Lot 0018

4. Building Owner Neo Images Entreprise LLC Address 335 West 35th Street

5. City New York State NY Zip 10001 Contact Person Sweeney Lee

6. Tel. # (929) 366-6881 Fax # _____ Email _____

7. Description of the Entire Scope of Work
Interior renovation including partition modifications, plumbing, electrical & mechanical work in existing cellar.

8. I, ILIAS GKIOUSAS , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

11/30/2017 8:30AM-10:00AM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. portion(s) of the premises affected by the work is free of asbestos containing material (ACM).

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[ ] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: _____ sq. ft _____ linear ft.
Specify locations (attach additional documents as necessary):

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

LOCATION	FLOOR NUMBER	DESCRIBE SECTION OF FLOOR	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT	ASSUMED ACM
Cellar		throughout	gypsum board compound	3	No	No
Cellar		throughout	wall plaster	6	No	No
Cellar		throughout	concrete on structural metal beams	2	No	No

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS — *DEP Certified Asbestos Investigator's Signature*
12/17/2017 — *Date*
146589 — *Certificate Number*
7/19/2019 — *Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com



SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

25381813

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
12/17/2017
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Alpha Labs LLC	11833	12/4/2017

11. NYS DOL Asbestos Handling license # 101236 Company Name Eli Environmental, Inc.

I hereby declare the information provided herein is true and complete

ILIAS GKIOUSAS	12/17/2017	146589	7/19/2019
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (347) 381-9380 Fax # _____

Email environmentaleli@gmail.com

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86, 40 CFR 763.80, 40 CFR 763.85.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

CITY OF NEW YORK
ILIAS GKIOUSAS
CERTIFIED ASBESTOS

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

25381813

SECTION A

THE SOCIETY HOUSE CONDOMINIUM

DESCRIPTION OF UNITS

FLOOR	GROSS AREA	RESI. COMMON AREA (INTERIOR)	RESI. COMMON AREA (EXTERIOR)	GENERAL COMMON AREA (INTERIOR)	GENERAL COMMON AREA (EXTERIOR)	COMM. UNIT	COMM. UNIT AREA	COMM. LIMITED COMMON AREA	APARTMENT	APARTMENT AREA	DUPLEX	BEDROOMS	BATHROOMS	TOILET ROOM	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	LCA SQ. FT.
CELLAR	4,956	2,153		2465		COMM. UNIT	338												
FIRST	7,356	1168		343		COMM. UNIT	5845				L.L.			2					
SECOND	6,518	430			235	COMM. UNIT	5853	838			U.L.			2	NO		NO		
THIRD	6,518	936				COMM. UNIT	112		3A	780		1	1	0	NO		NO		
									3B	1241		1	2	0	NO		NO		
									3C	710		1	1	0	NO		NO		
									3D	765		1	1	0	YES	18	NO		
									3E	963		1	1	0	NO		NO		
									3F	490		0	1	0	NO		NO		
									3G	521		0	1	0	NO		NO		
																			18
FOURTH	6,518	910							4A	780		1	1	0	NO		NO		
									4B	1241		1	2	0	NO		NO		
									4C	710		1	1	0	NO		NO		
									4D	765		1	1	0	YES	18	NO		
									4E	910		1	1	0	NO		NO		
									4F	681		1	1	0	NO		NO		
									4G	521		0	1	0	NO		NO		
																			18
FIFTH	6,518	910							5A	780		1	1	0	NO		NO		
									5B	1241		1	2	0	NO		NO		
									5C	710		1	1	0	NO		NO		
									5D	765		1	1	0	YES	18	NO		
									5E	910		1	1	0	NO		NO		
									5F	681		1	1	0	NO		NO		
									5G	521		0	1	0	NO		NO		
																			18
SIXTH	6,518	910							6A	780		1	1	0	NO		NO		
									6B	1241		1	2	0	NO		NO		
									6C	710		1	1	0	NO		NO		
									6D	765		1	1	0	YES	18	NO		
									6E	910		1	1	0	NO		NO		
									6F	681		1	1	0	NO		NO		
									6G	521		0	1	0	NO		NO		
																			18
SEVENTH	6,287	910							7A	780		1	1	0	NO		NO		
									7B	1128		1	2	0	NO		YES	95	
									7C	659		1	1	0	NO		YES	76	
									7D	698		1	1	0	YES	18	YES	57	
									7E	910		1	1	0	NO		NO		
									7F	681		1	1	0	NO		NO		
									7G	521		0	1	0	NO		NO		
																			246

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

CHART

SECTION A

THE SOCIETY HOUSE CONDOMINIUM

DESCRIPTION OF UNITS

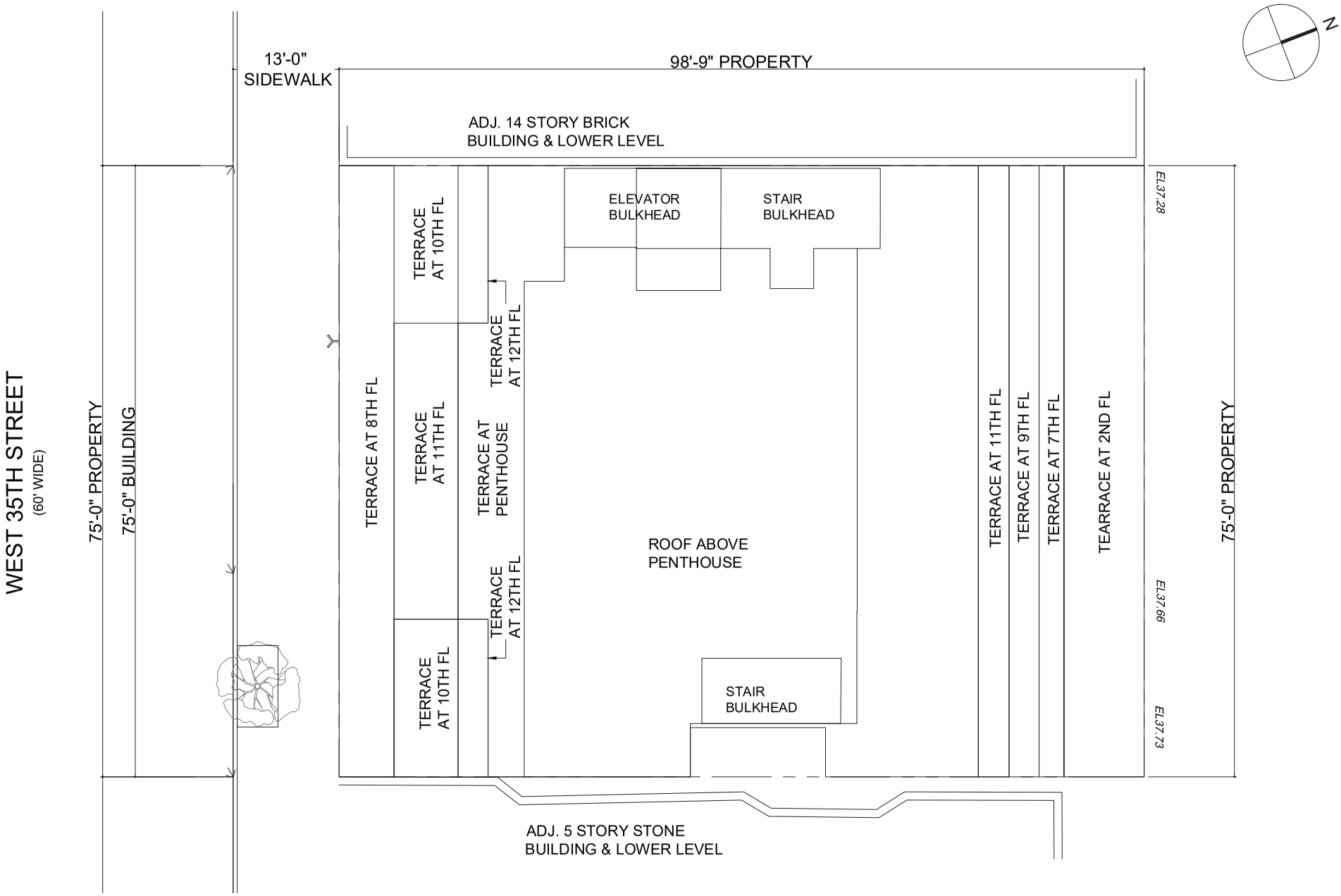
FLOOR	GROSS AREA	RESI. COMMON AREA (INTERIOR)	RESI. COMMON AREA (EXTERIOR)	GENERAL COMMON AREA (INTERIOR)	GENERAL COMMON AREA (EXTERIOR)	COMM. UNIT	COMM. UNIT AREA	COMM. LIMITED COMMON AREA	APARTMENT	APARTMENT AREA	DUPLEX	BEDROOMS	BATHROOMS	TOILET ROOM	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	LCA SQ. FT.
EIGHTH	5,830	910							8A	639		1	1	0	NO		YES	163	
									8B	1128		1	2	0	NO		NO		
									8C	659		1	1	0	NO		NO		
									8D	698		1	1	0	YES	18	NO		
									8E	733		1	1	0	NO		YES	85	
									8F	630		1	1	0	NO		YES	143	
									8G	433		0	1	0	NO		YES	65	
																			474
NINTH	5,555	910							9A	639		1	1	0	NO		NO		
									9B	545		0	1	0	NO		YES	75	
									9C	711		0	1	0	NO		YES	85	
									9D	954		2	2	0	YES	18	YES	115	
									9E	734		1	1	0	NO		NO		
									9F	629		1	1	0	NO		NO		
									9G	433		0	1	0	NO		NO		
																			293
TENTH	5,252	910							10A	798		1	1	0	NO		YES	152	
									10B	545		0	1	0	NO		NO		
									10C	711		0	1	0	NO		NO		
									10D	954		2	2	0	YES	18	NO		
									10E	663		1	1	0	NO		YES	152	
									10F	672		1	1	0	NO		NO		
																			322
ELEVENTH	4,687	870							11A	679		1	1	0	NO		YES	96	
									11B	699		1	1	0	NO		YES	110	
									11C	443		0	1	0	NO		YES	55	
									11D	783		1	1	0	NO		YES	118	
									11E	617		1	1	0	NO		NO		
									11F	596		1	1	0	NO		YES	189	
																			568
TWELFTH	4,545	867							12A	710		1	1	0	NO		YES	71	
									12B	934		2	2	0	NO		NO		
									12C	986		2	2	0	NO		NO		
									12D	1048		2	2	0	NO		YES	71	
																			142
PENTHOUSE	2,478	881	1514						PH1	1597		3	2	1	NO		YES	525	
																			525
ROOF	597	597	2293																
																			0
BULKHEAD	0	0	597																
																			0
TOTAL	**80,133**	**14,272**	**4,404**	**2,808**	**235**		**12,148**	**838**	**66**	**50,671**		**60**	**78**	**5**		**144**		**2,498**	**2,642**

PREPARED BY BRENT M. PORTER ARCHITECT & ASSOC.
DATE: MARCH 2019
FORMULA: (UNIT AREA X 100) DIVIDED BY TOTAL OF UNITS AREA = PERCENTAGE OF COMMON INTEREST

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

CHART

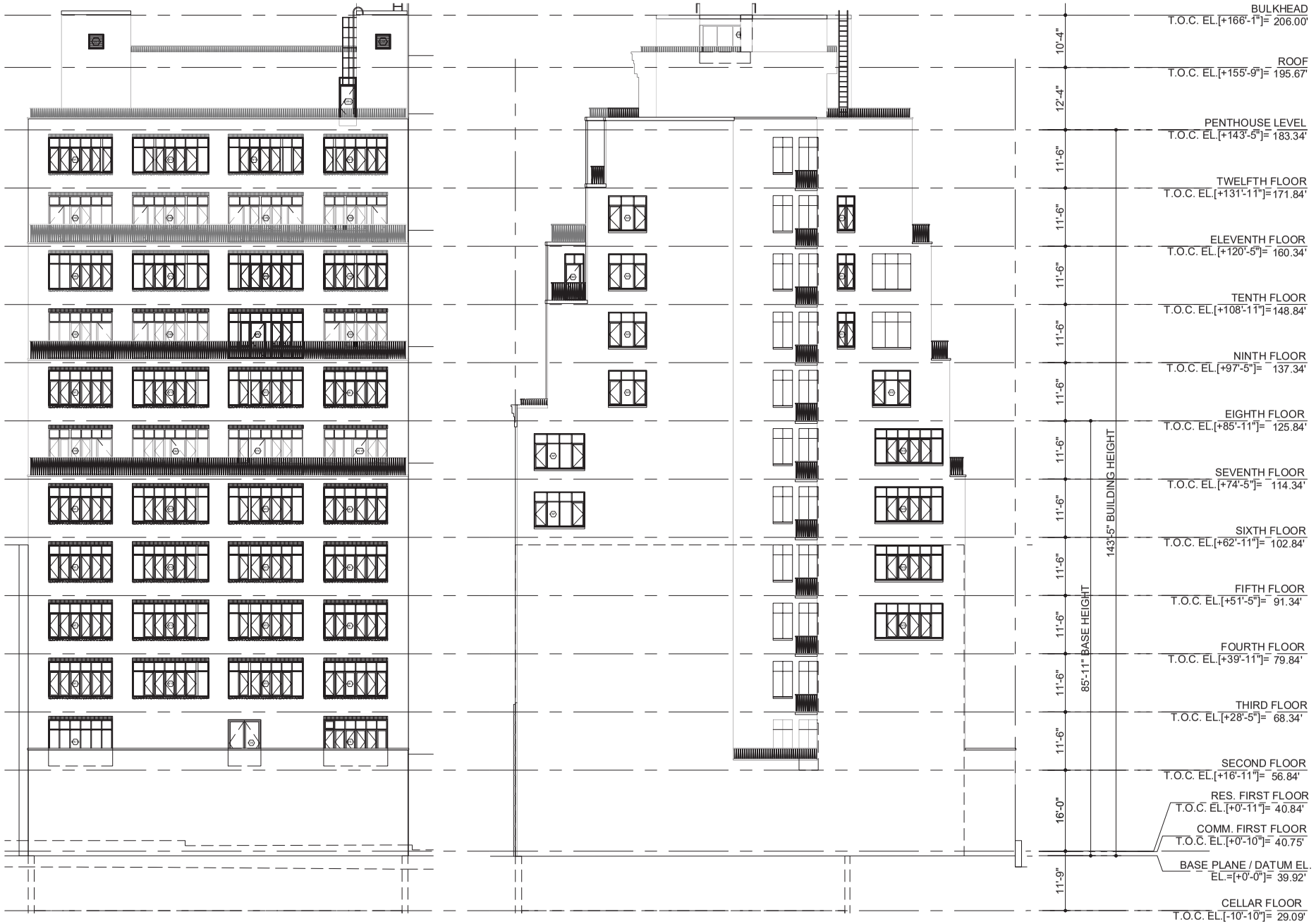


300

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SITE PLAN



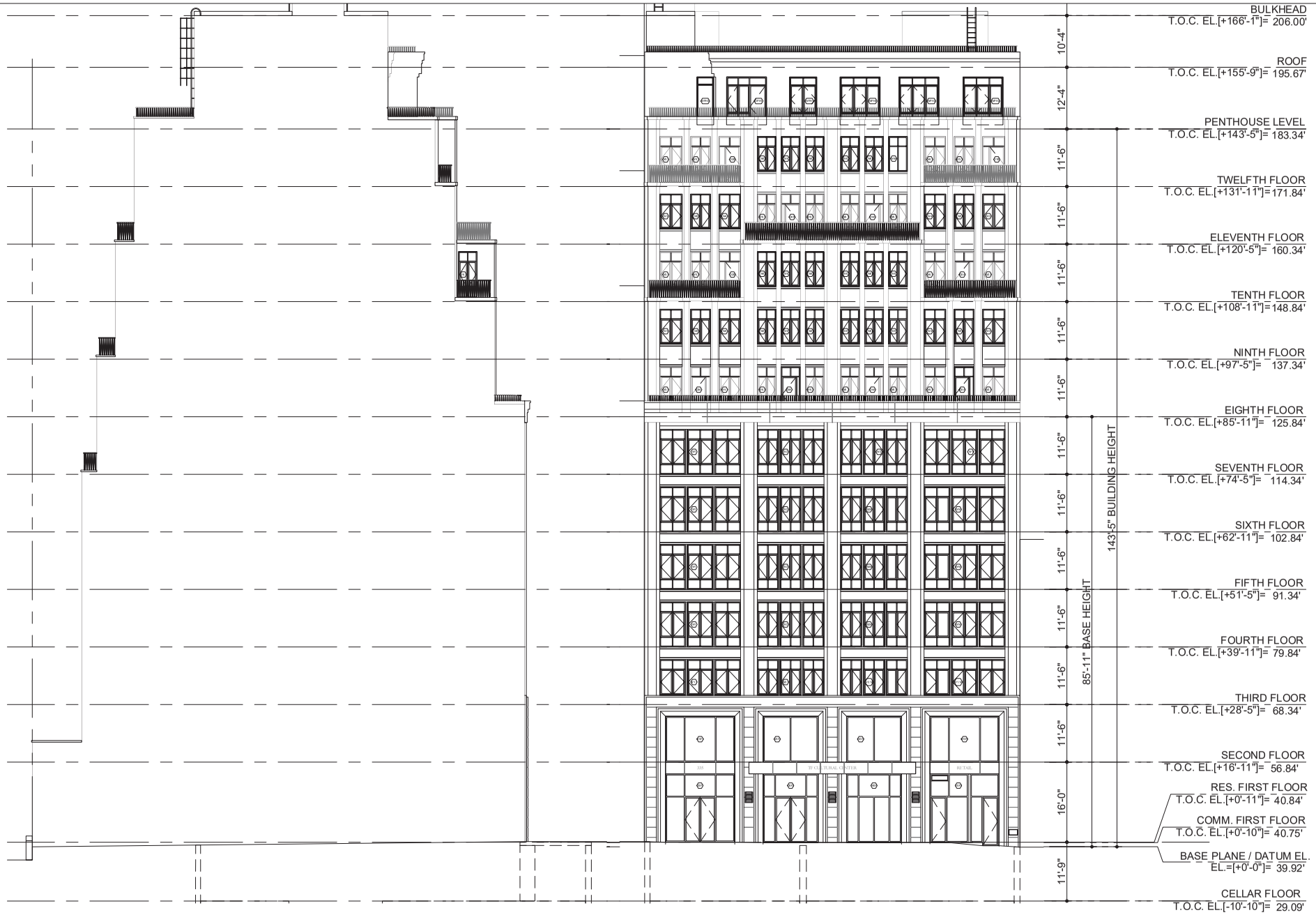
THE SOCIETY HOUSE CONDOMINIUM

335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK

ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

NORTH & EAST ELEVATION



302

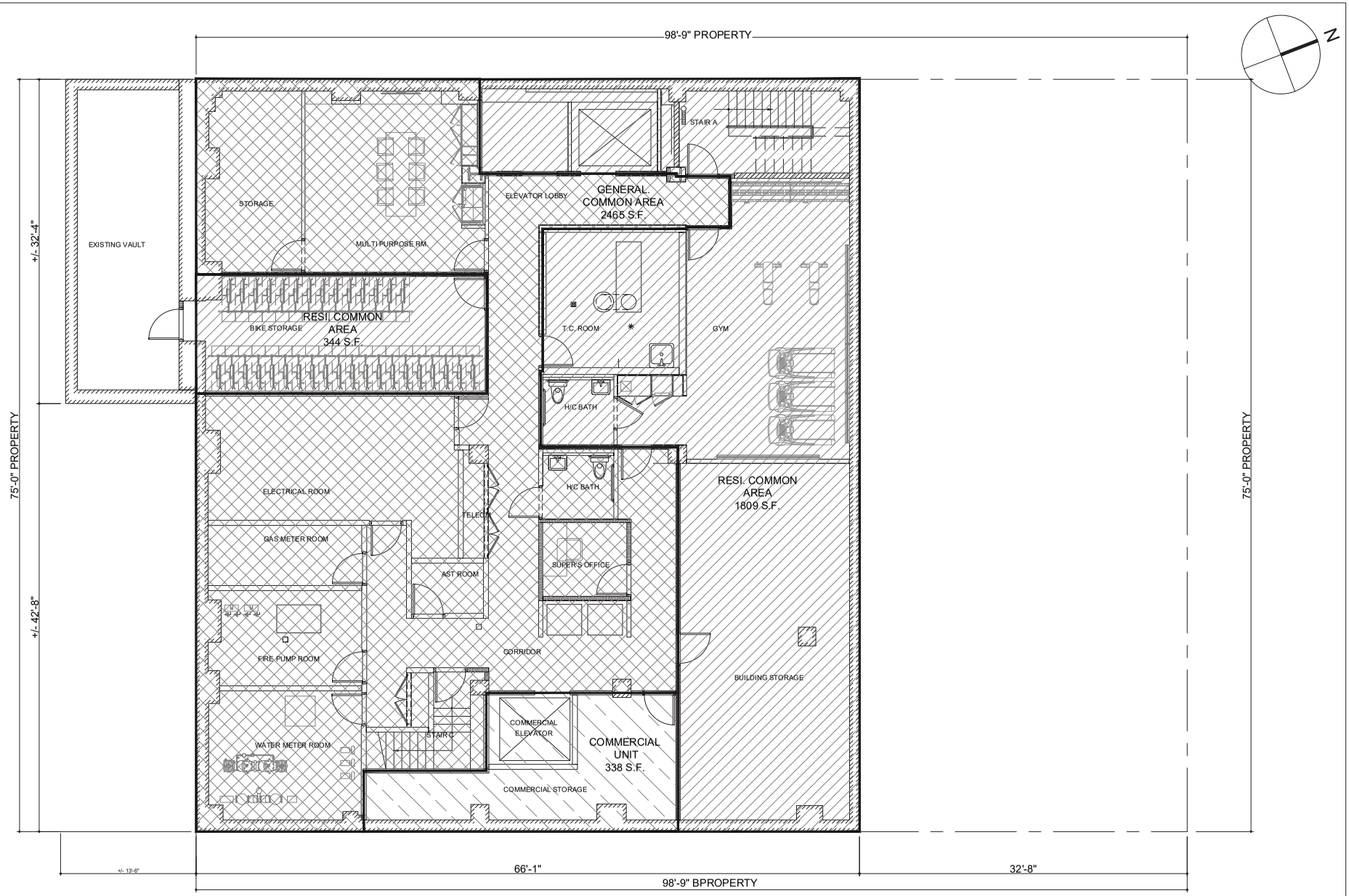
THE SOCIETY HOUSE CONDOMINIUM

335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK

ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SOUTH & WEST ELEVATION



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.

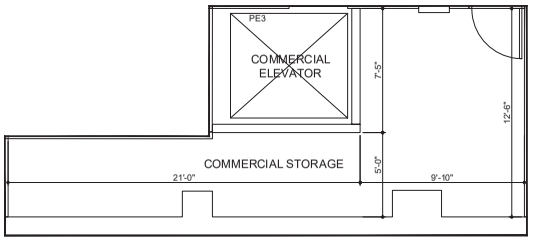
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

CELLAR
GROSS AREA = 4956 S.F.

RESI. COMMON AREA = 2156 S.F.
COMMERCIAL AREA = 338 SQ. FT.
LIMITED COMMON AREA = 440 S.F
GENERALCOMMON AREA = 2465 S.F.

SCALE: 0' 8' 16' 24'



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OF EXTERIOR WALLS.

0' 8' 16' 24'

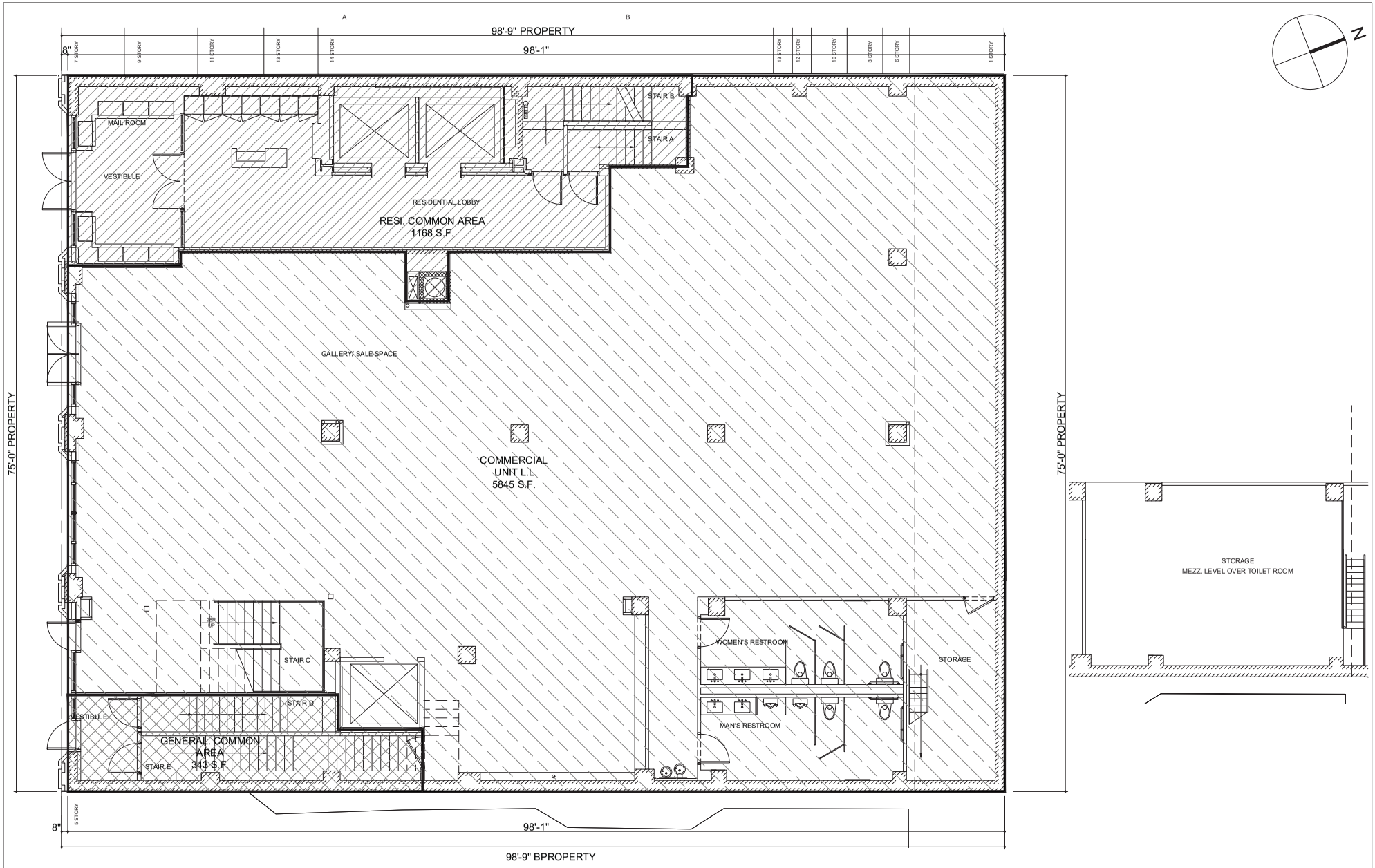
SCALE:

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

CELLAR FLOOR
COMM. UNIT STORAGE

AREA = 338 S.F.
EXTERIOR AREA = 0 S.F.



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THE SOCIETY HOUSE CONDOMINIUM

335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK

ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FIRST FLOOR

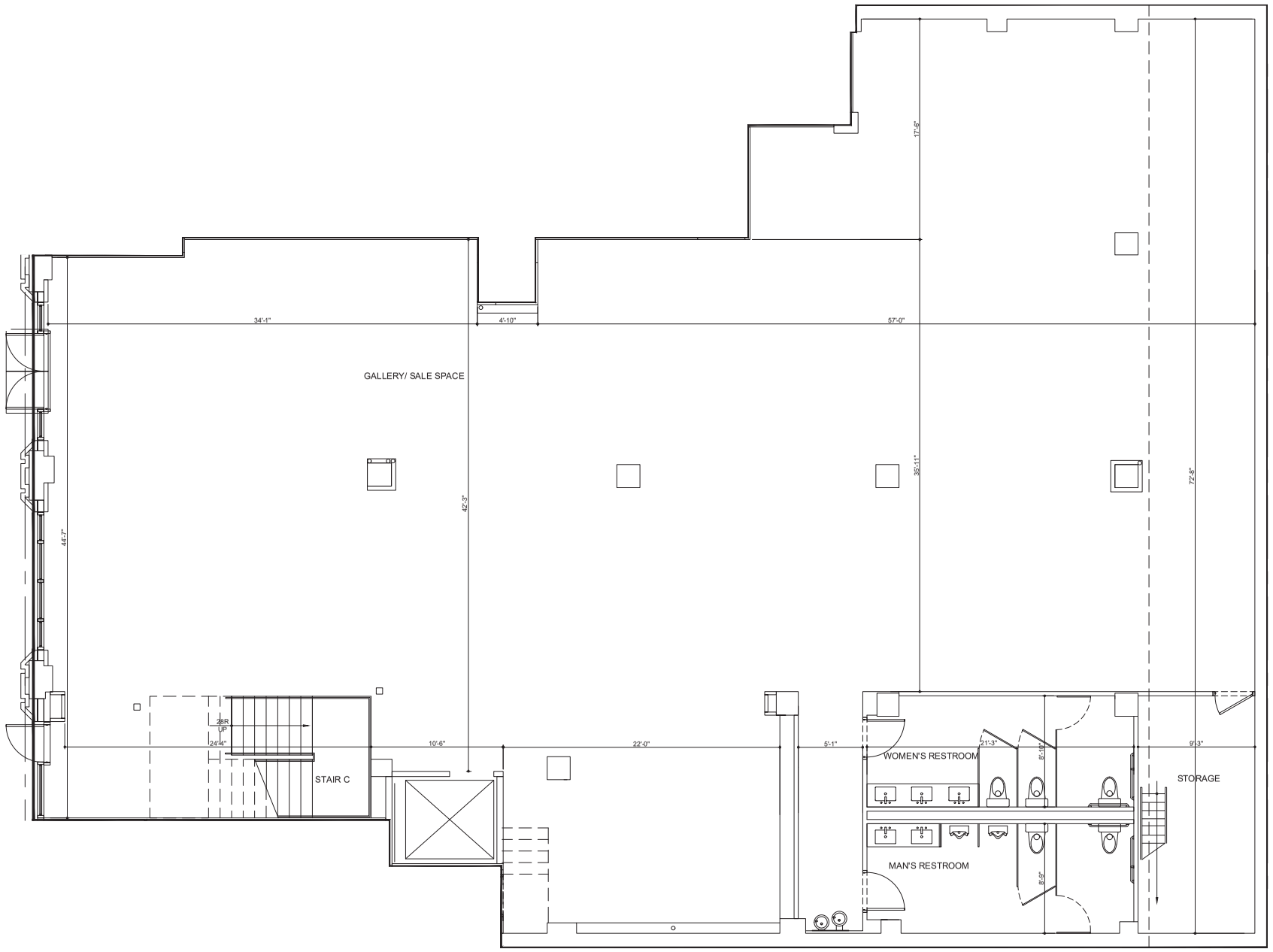
GROSS AREA = 7356 S.F.

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OF EXTERIOR WALLS.

RESI. COMMON AREA = 1168 S.F. COMMERCIAL AREA = 5845 S.F.

GENERALCOMMON AREA = 343 S.F.

SCALE: 0' 8' 16' 24'



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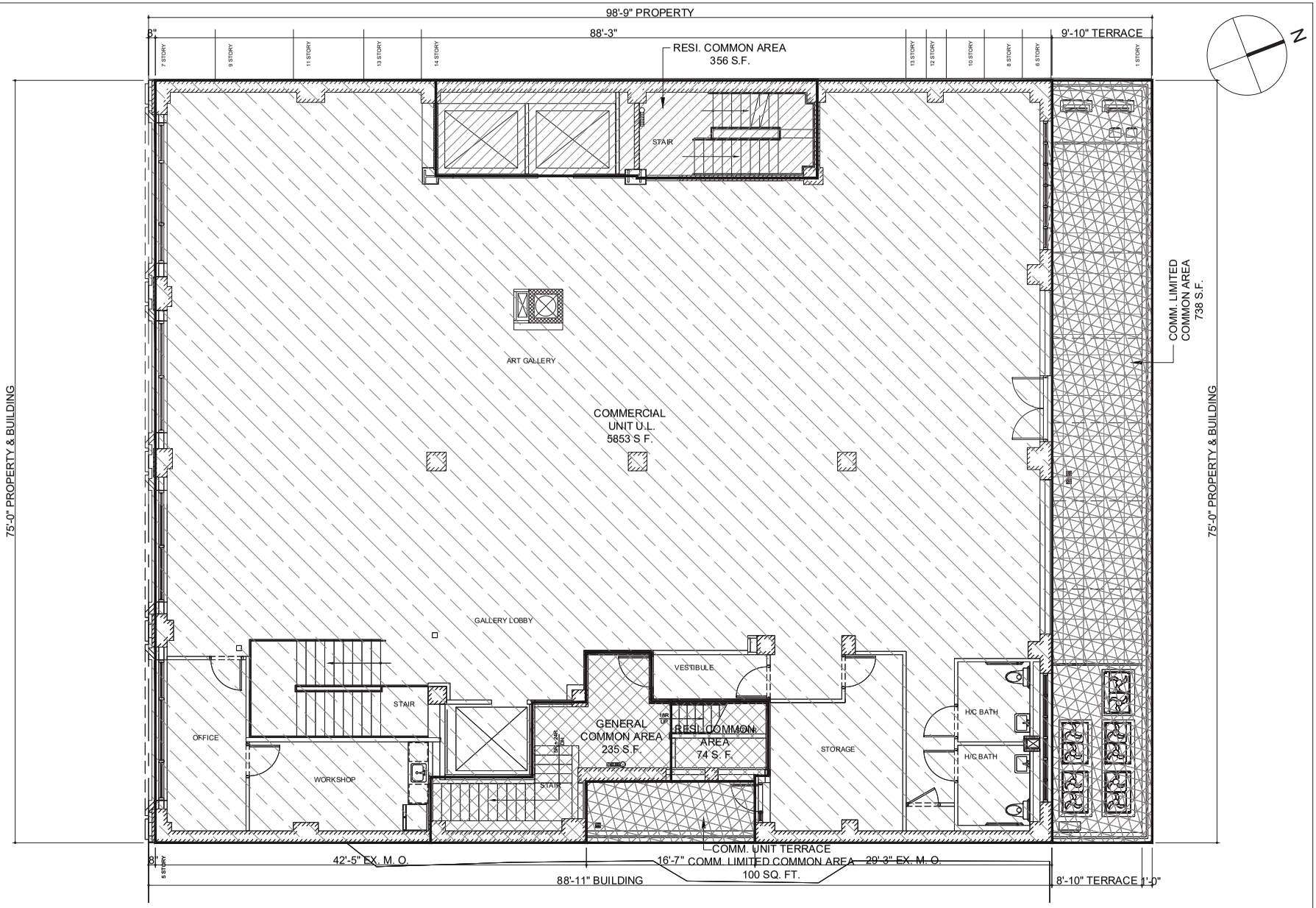
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FIRST FLOOR
COMM. UNIT L.L.

AREA = 5845 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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THE SOCIETY HOUSE CONDOMINIUM

335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK

ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SECOND FLOOR

ROSS AREA = 6518 SQ. FT.

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.

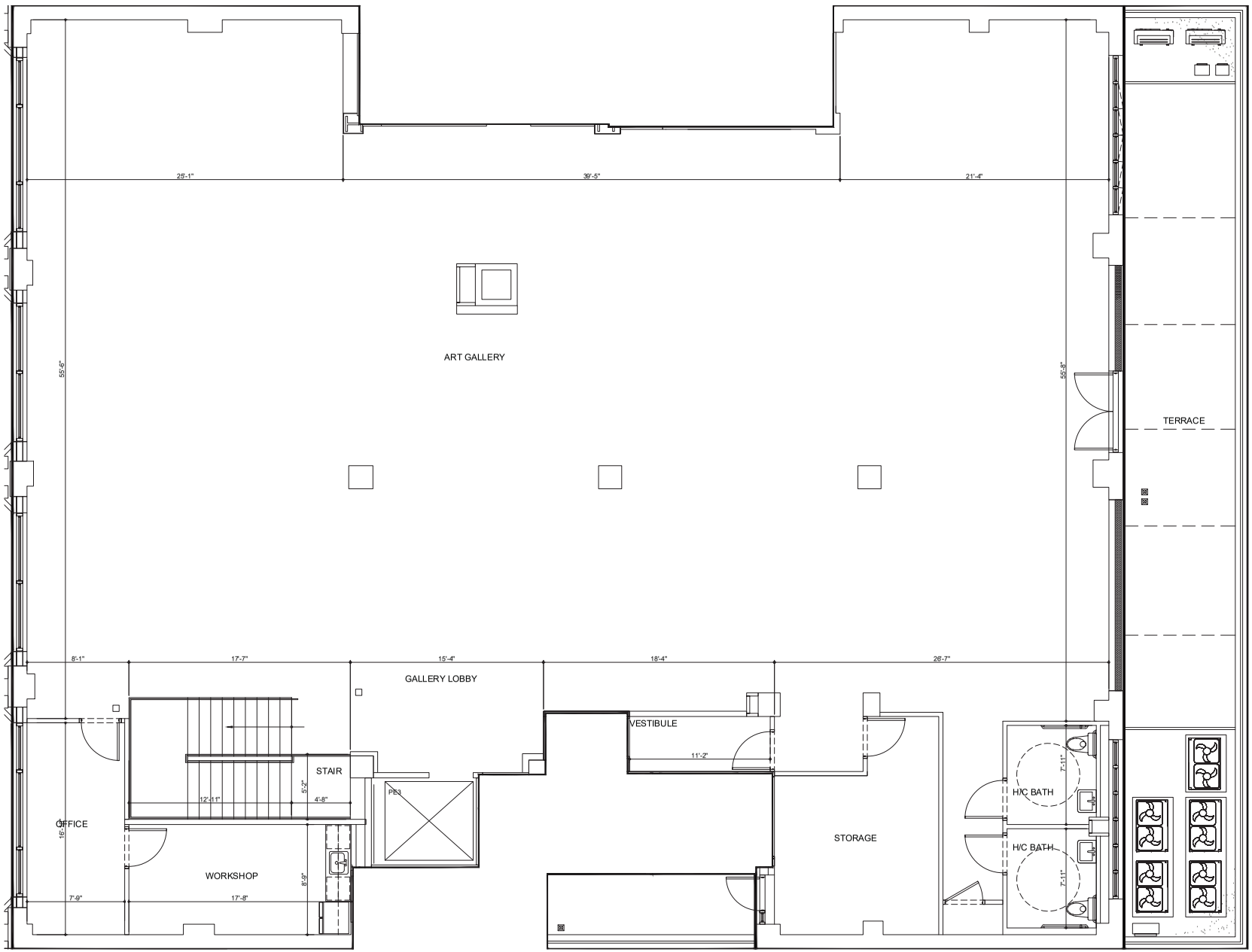
RESI. COMMON AREA = 430 S.F.

COMMERCIAL AREA = 5853 S.F.

GENERALCOMMON AREA = 235 S.F.

COMM. LIMITED COMMON AREA = 838 S.F.

SCALE: 0' 8' 16' 24'



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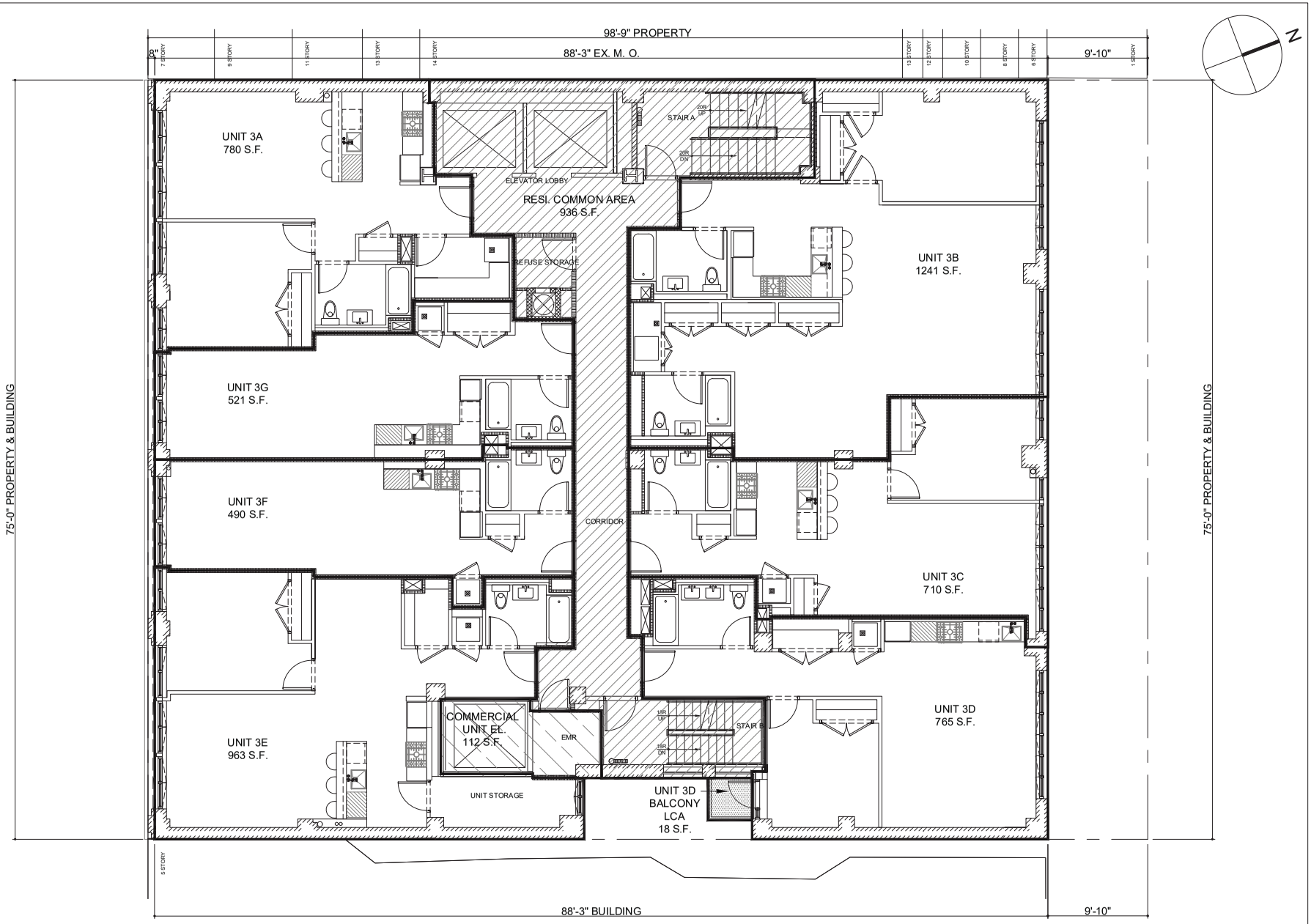
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SECOND FLOOR
COMM. UNIT U.L.

AREA = 5853 S.F.
EXTERIOR AREA = 838 S.F.

SCALE: 0' 8' 16' 24'



309

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

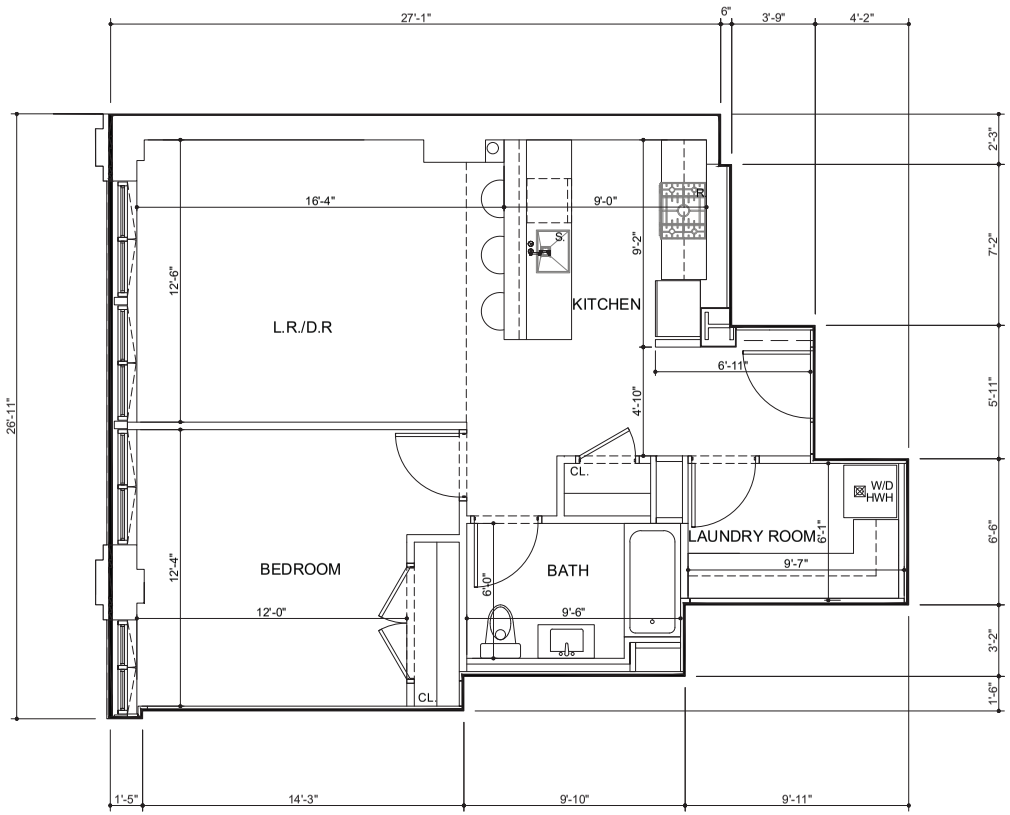
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

THIRD FLOOR
GROSS AREA = 6518 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
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OF EXTERIOR WALLS.

RESI. COMMON AREA = 936 S.F.
RESI. LIMITED COMMON AREA = 18 S.F.
COMMERCIAL AREA = 112 S.F.

SCALE: 0' 8' 16' 24'



N

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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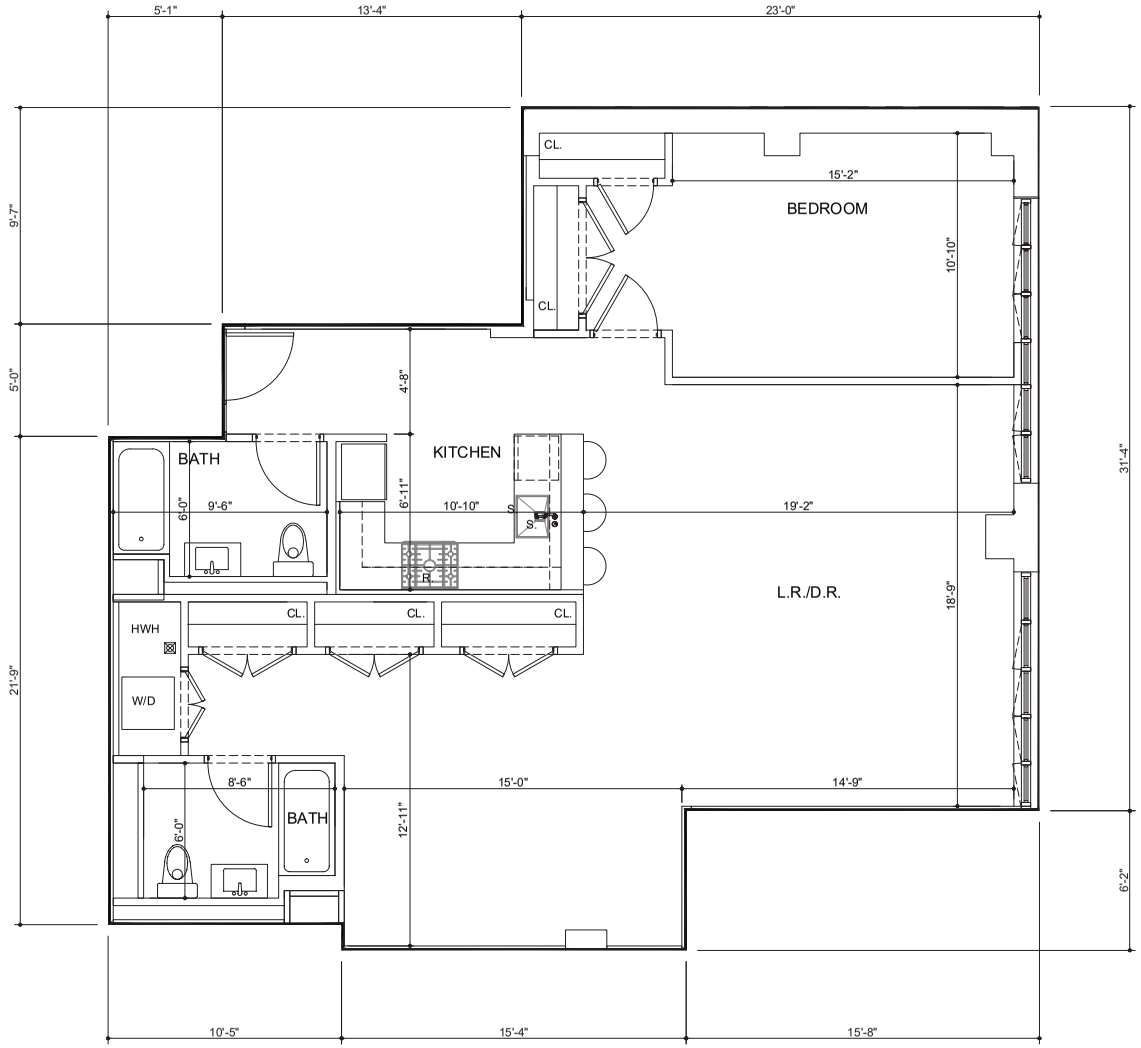
SCALE: 0' 8' 16' 24'

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

THIRD FLOOR
UNIT 3A

1 BED/ 1 BATH
AREA = 780 S.F.
EXTERIOR AREA = 0 S.F.



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

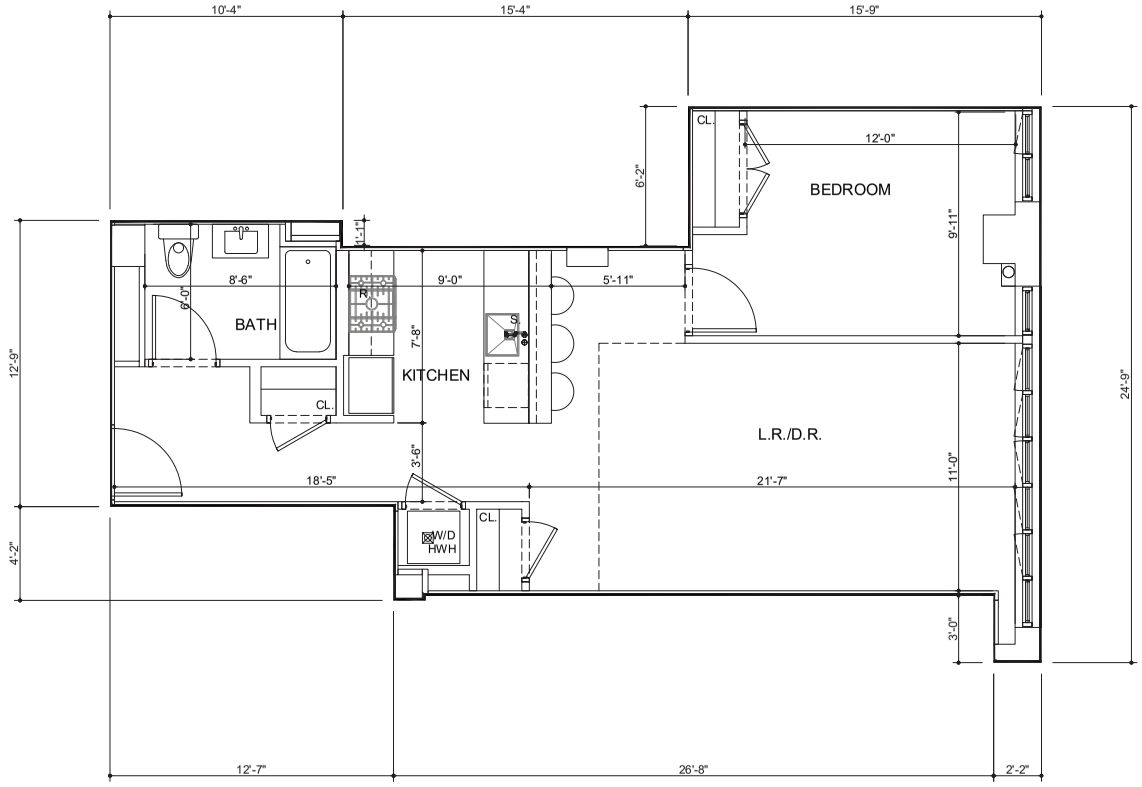
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

THIRD FLOOR
UNIT 3B

1 BED/ 2 BATH
AREA = 1241 S.F.
EXTERIOR AREA = 0 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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OF EXTERIOR WALLS.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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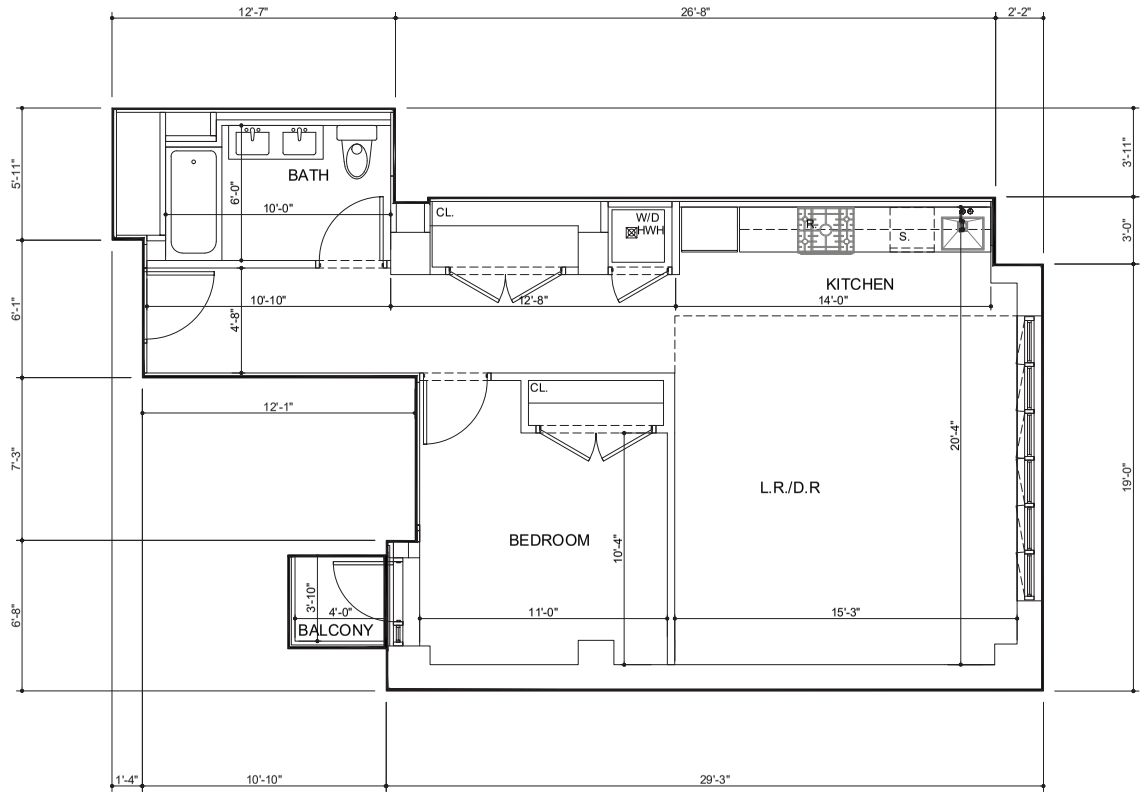
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

THIRD FLOOR
UNIT 3C

1 BED/ 1 BATH
AREA = 710 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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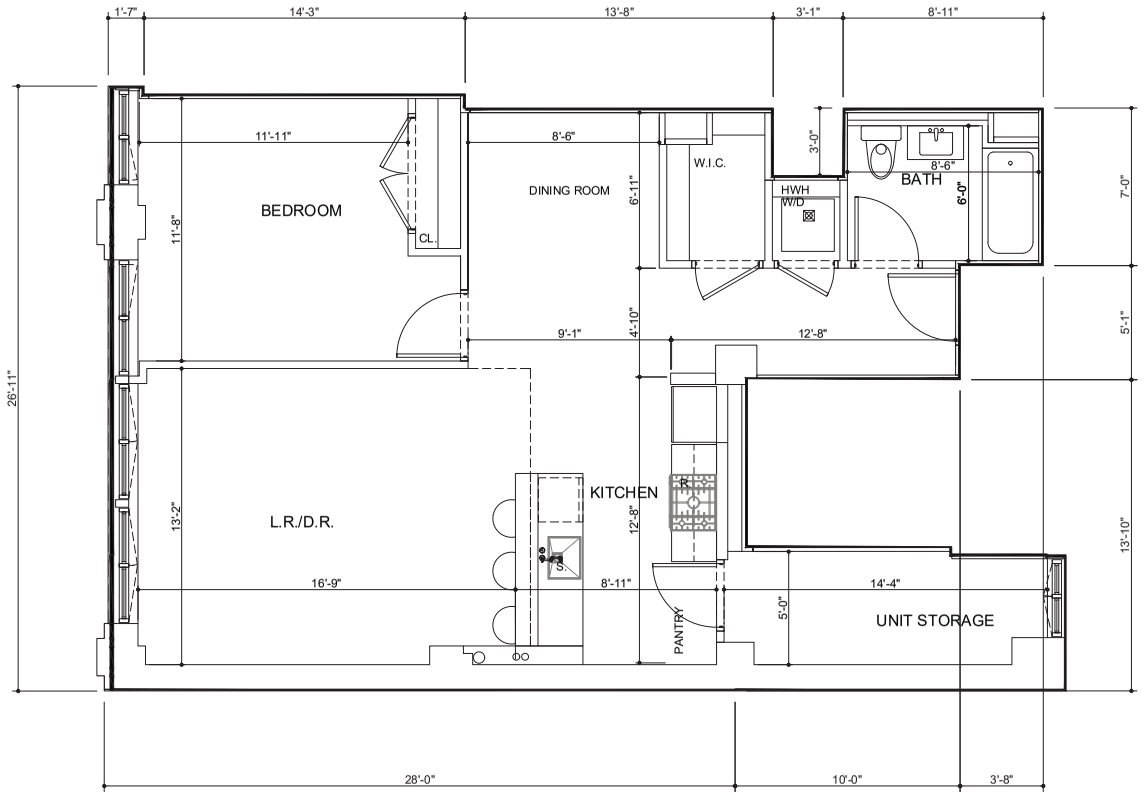
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

THIRD FLOOR
UNIT 3D

1 BED/ 1 BATH
AREA = 765 S.F.
EXTERIOR AREA = 18 S.F.

SCALE: 0' 8' 16' 24'



N

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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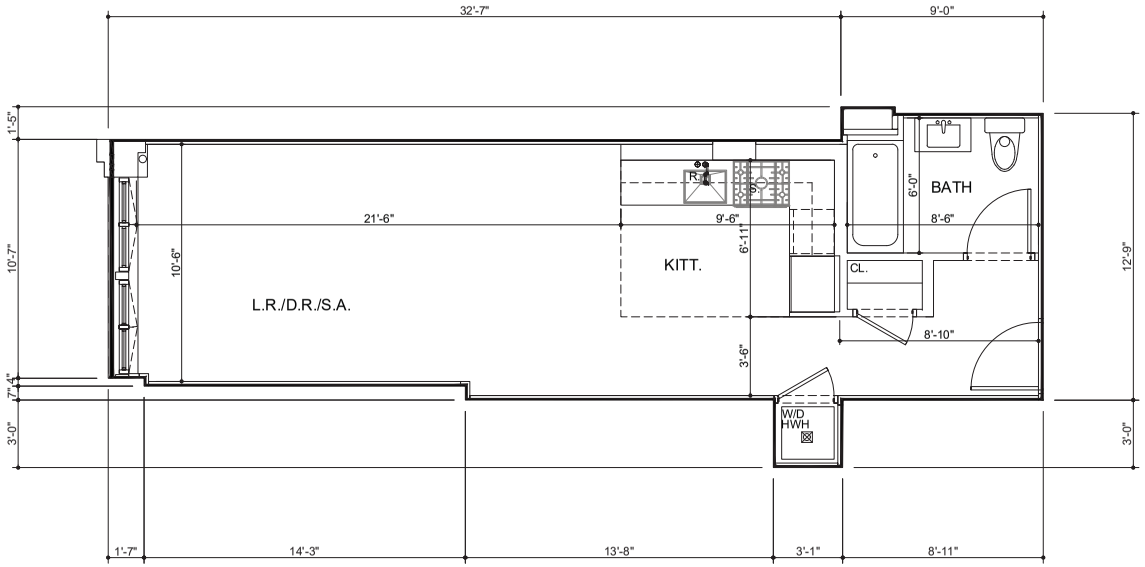
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

THIRD FLOOR
UNIT 3E

1 BED/ 1 BATH
AREA = 963 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



315

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.

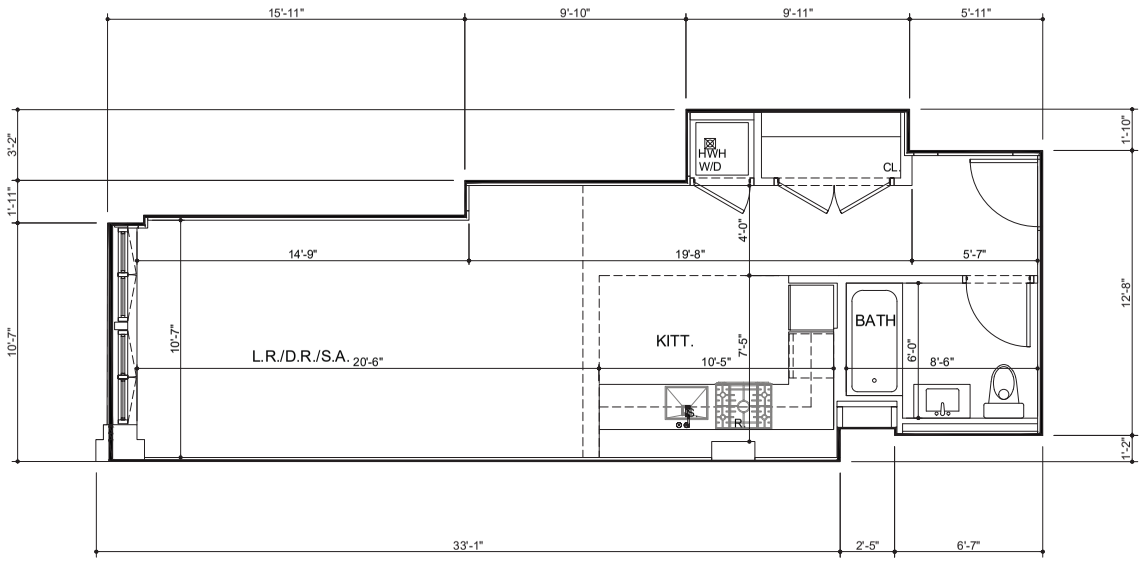
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

THIRD FLOOR
UNIT 3F

0 BED/ 1 BATH
AREA = 490 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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.

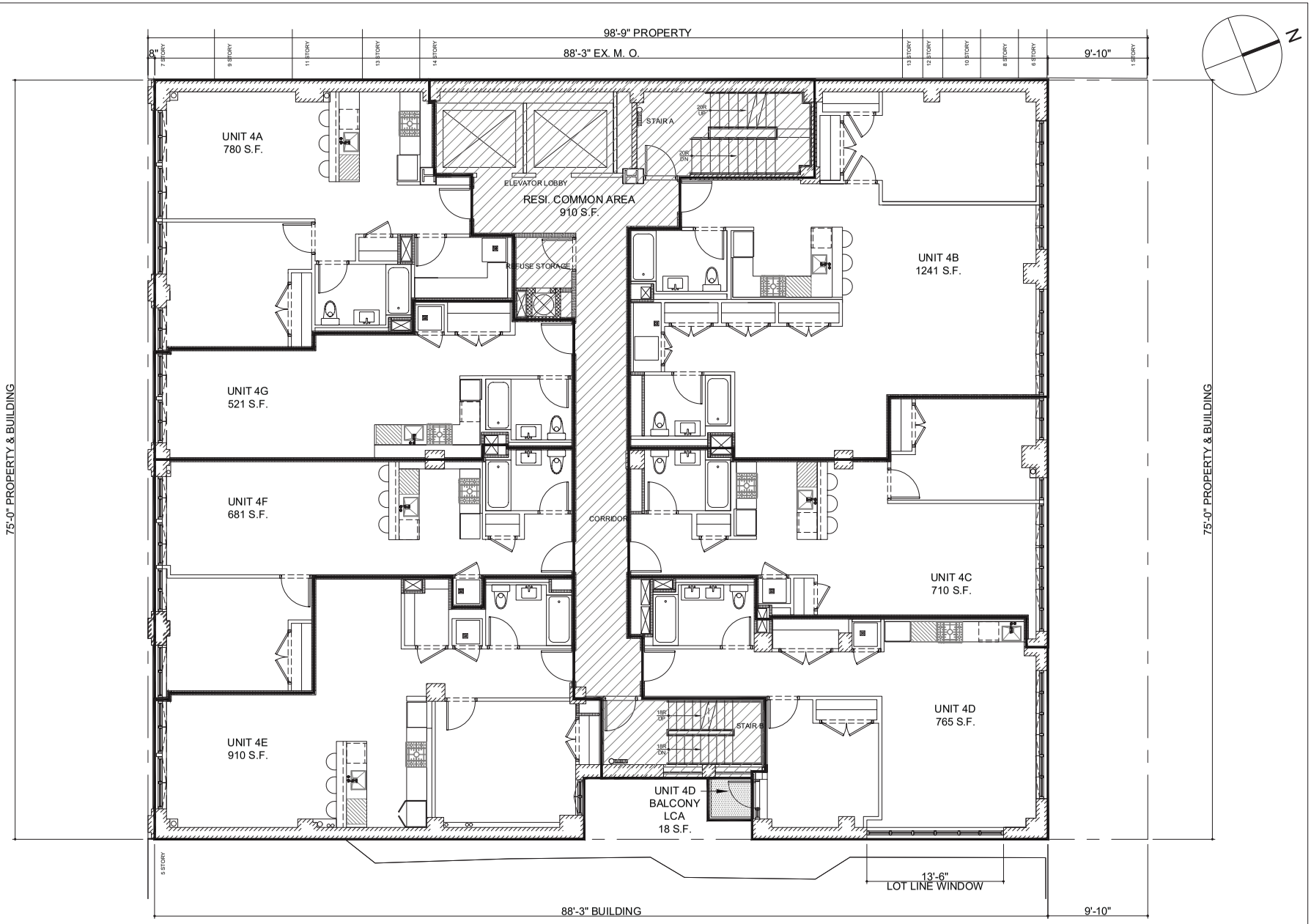
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

THIRD FLOOR
UNIT 3G

0 BED/ 1 BATH
AREA = 521 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

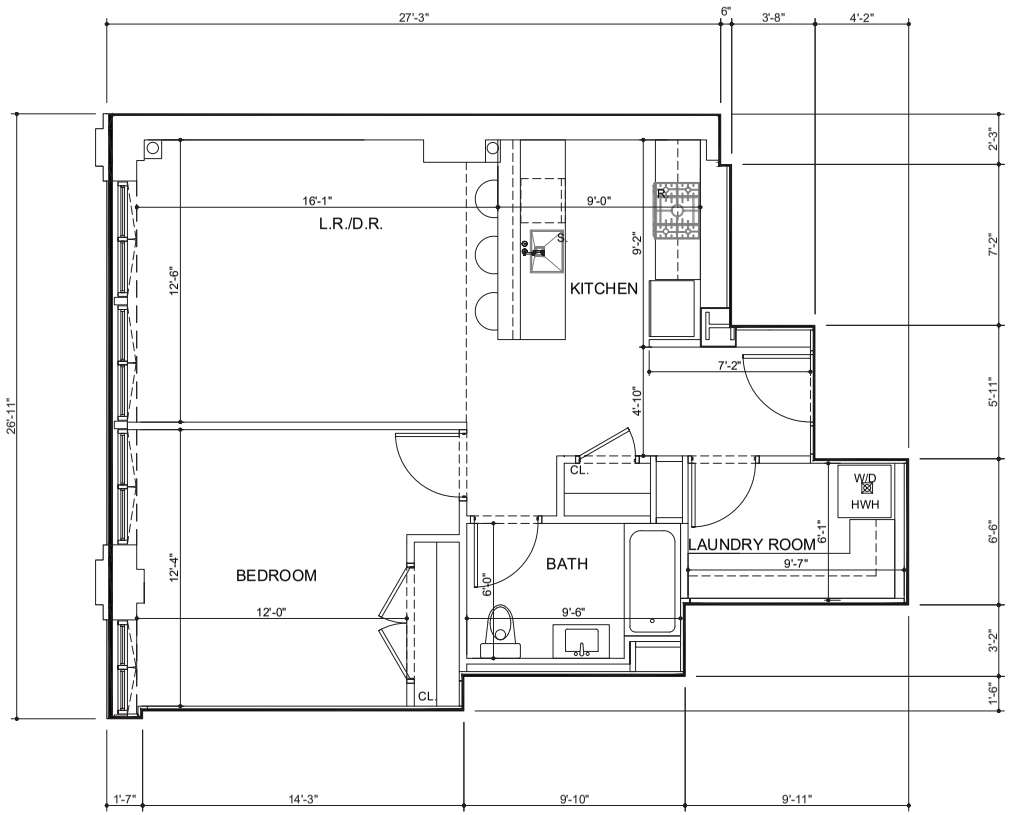
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FOURTH FLOOR
GROSS AREA = 6518 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.

RESI. COMMON AREA = 910 S.F. RESI. LIMITED COMMON AREA = 18 S.F.

SCALE: 0' 8' 16' 24'



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.

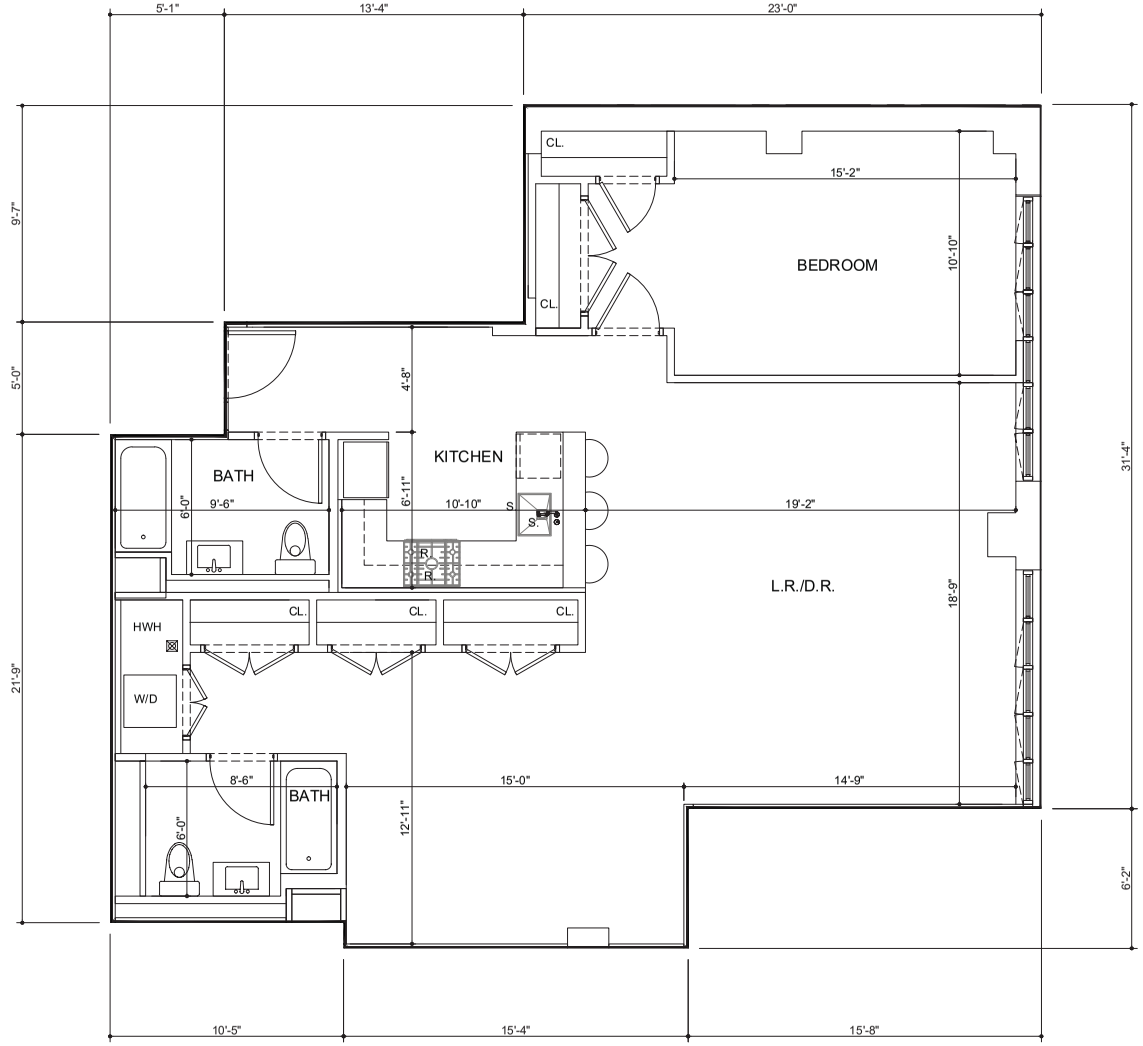
SCALE: 0' 8' 16' 24'

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FOURTH FLOOR
UNIT 4A

1 BED/ 1 BATH
AREA = 780 S.F.
EXTERIOR AREA = 0 S.F.



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319

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

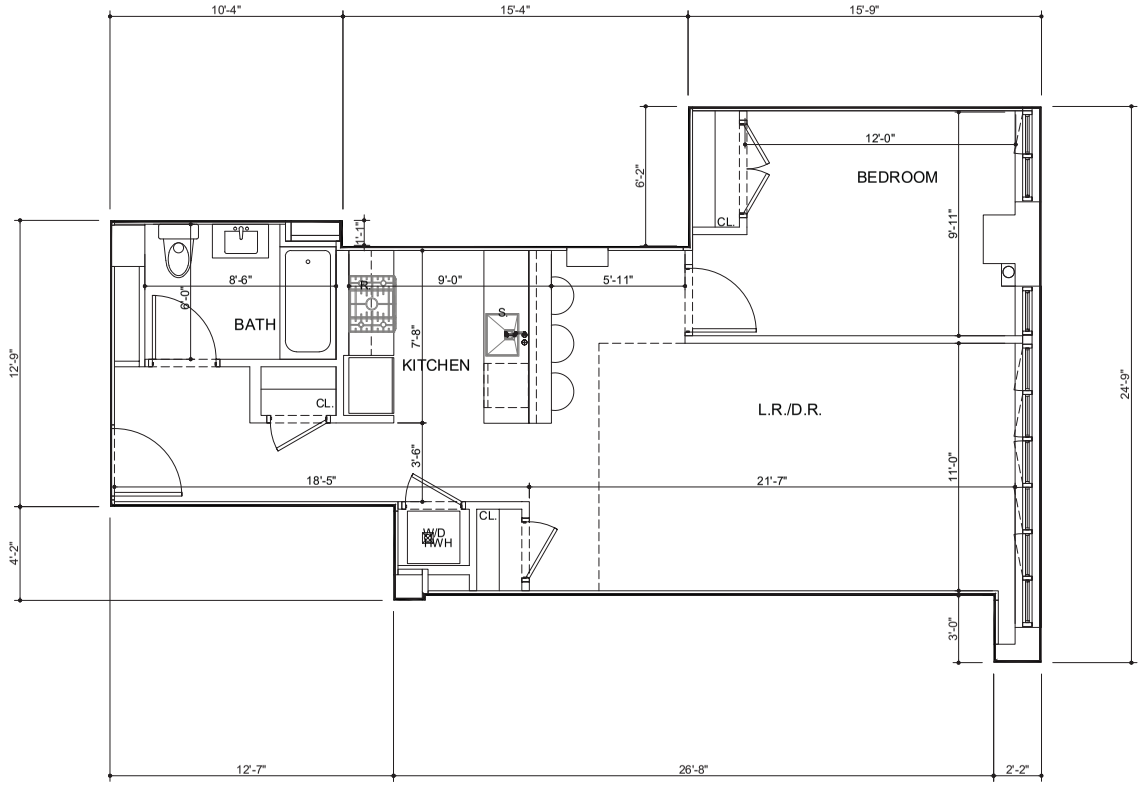
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FOURTH FLOOR
UNIT 4B

1 BED/ 2 BATH
AREA = 1241 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.

SCALE: 0' 8' 16' 24'



320

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.

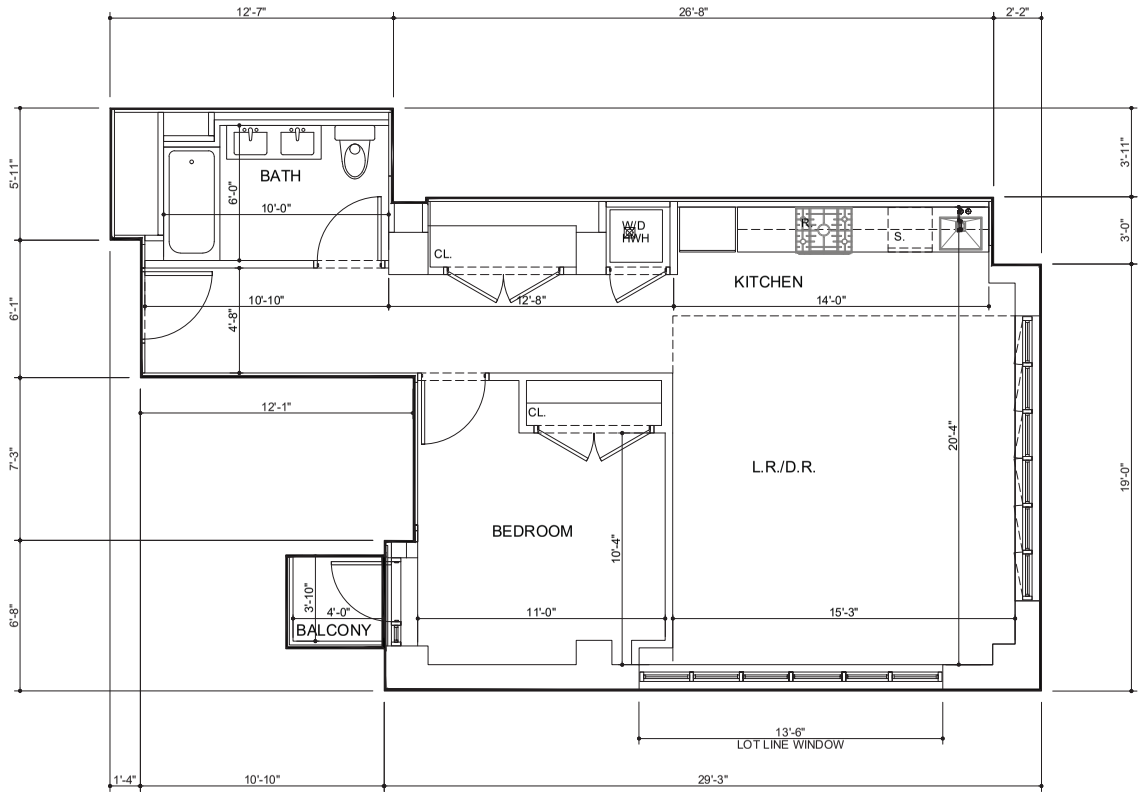
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FOURTH FLOOR
UNIT 4C

1 BED/ 1 BATH
AREA = 710 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



321

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

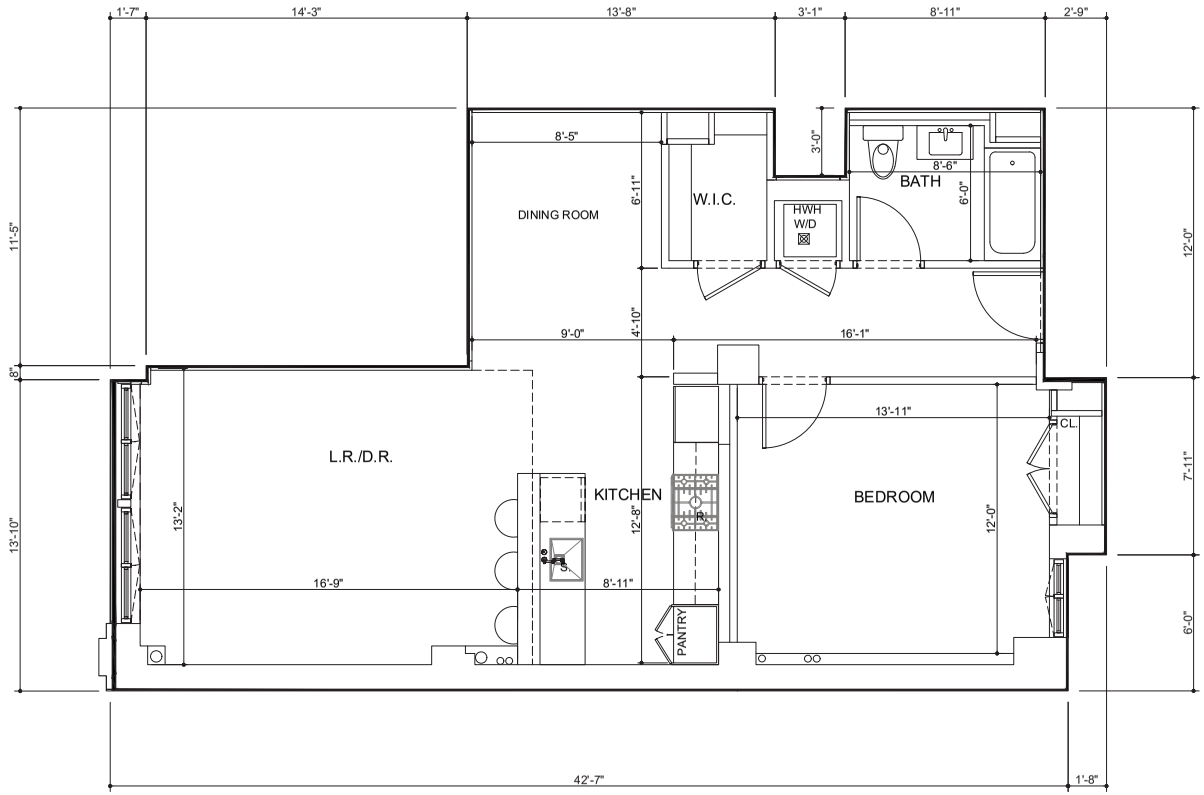
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FOURTH FLOOR
UNIT 4D

1 BED/ 1 BATH
AREA = 765 S.F.
EXTERIOR AREA = 18 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
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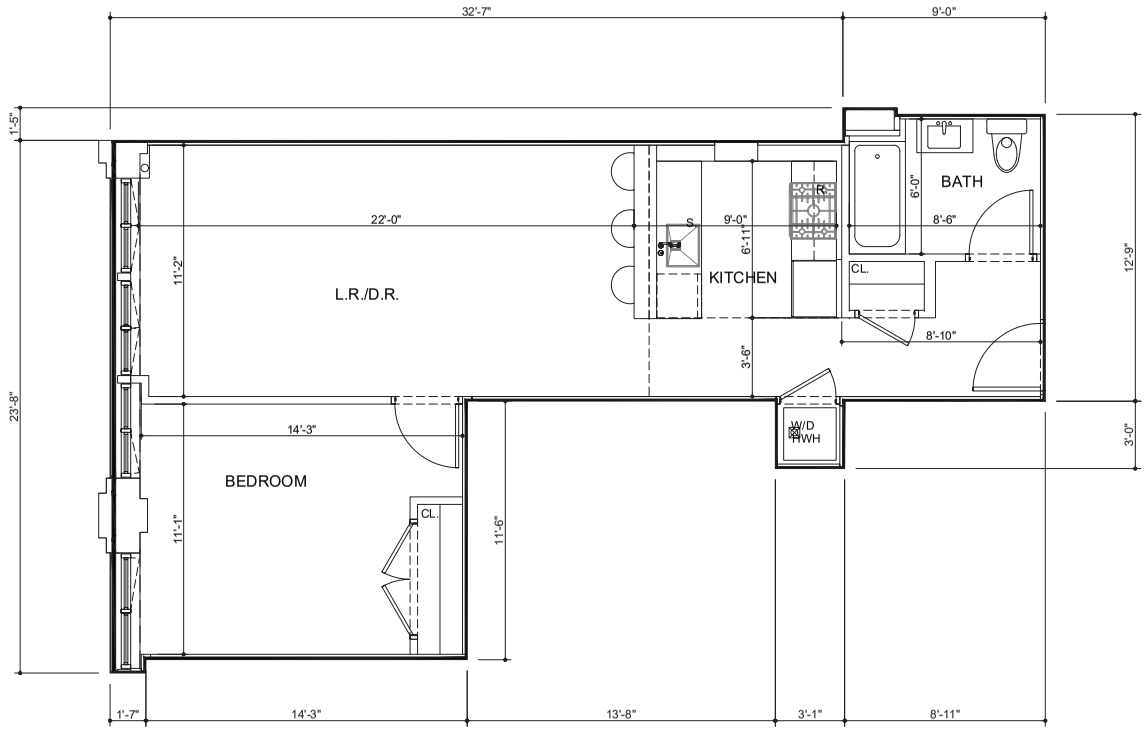
SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM 335 WEST 35TH STREET,MANHATTAN, NY 10001	
RALPH KOWALCZYK ISSAC & STERN ARCHITECTS.	DATE: MARCH 2019
FOURTH FLOOR UNIT 4E	1 BED/ 1 BATH AREA = 910 S.F. EXTERIOR AREA = 0 S.F.

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.

SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

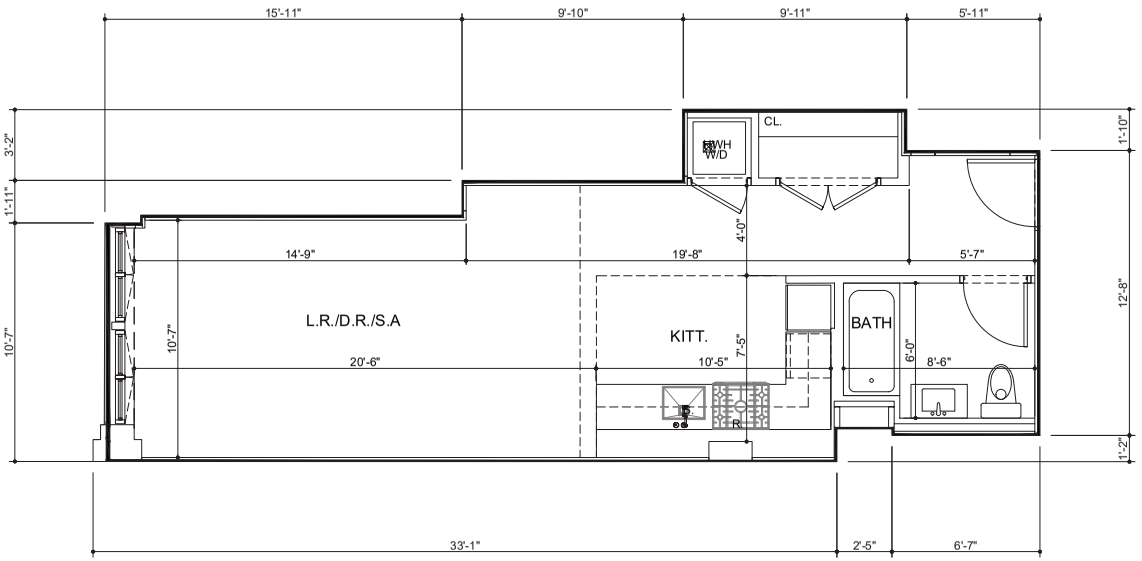
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FOURTH FLOOR
UNIT 4F

1 BED/ 1 BATH
AREA = 681 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.

SCALE: 0' 8' 16' 24'



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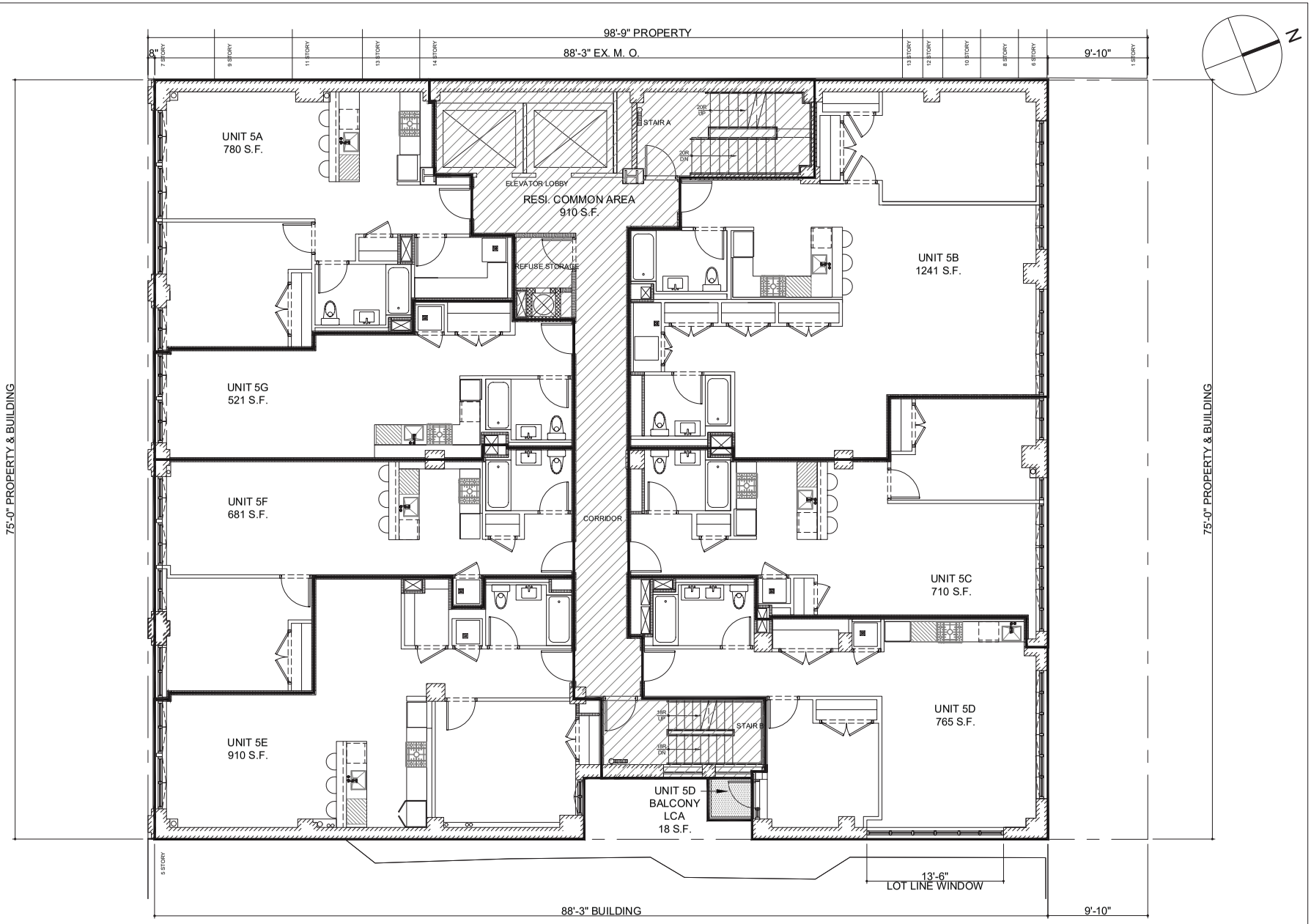
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FOURTH FLOOR
UNIT 4G

0 BED/ 1 BATH
AREA = 521 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM

335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK

ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FIFTH FLOOR

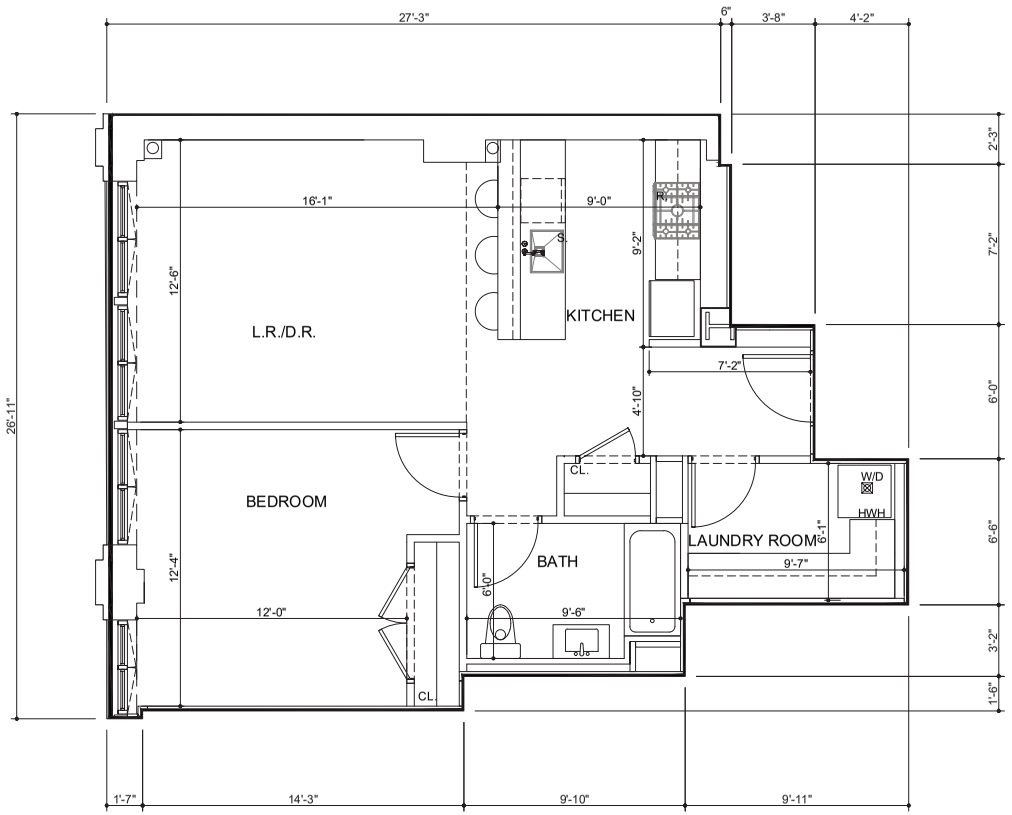
GROSS AREA = 6518 S.F.

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.

RESI. COMMON AREA = 910 S.F.

RESI. LIMITED COMMON AREA = 18 S.F.

SCALE: 0' 8' 16' 24'



N

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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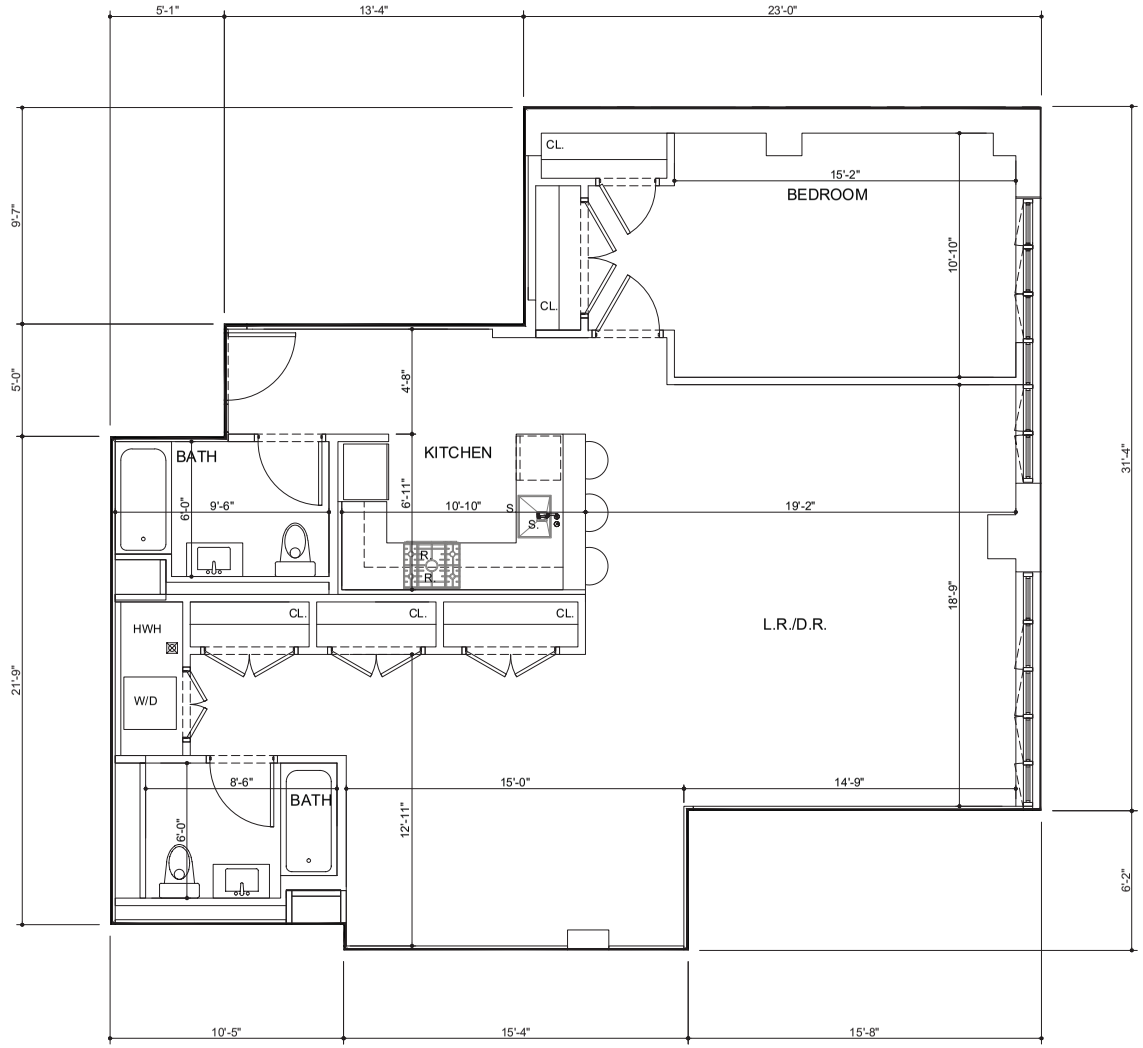
SCALE: 0' 8' 16' 24'

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FIFTH FLOOR
UNIT 5A

1 BED/ 1 BATH
AREA = 780 S.F.
EXTERIOR AREA = 0 S.F.



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THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

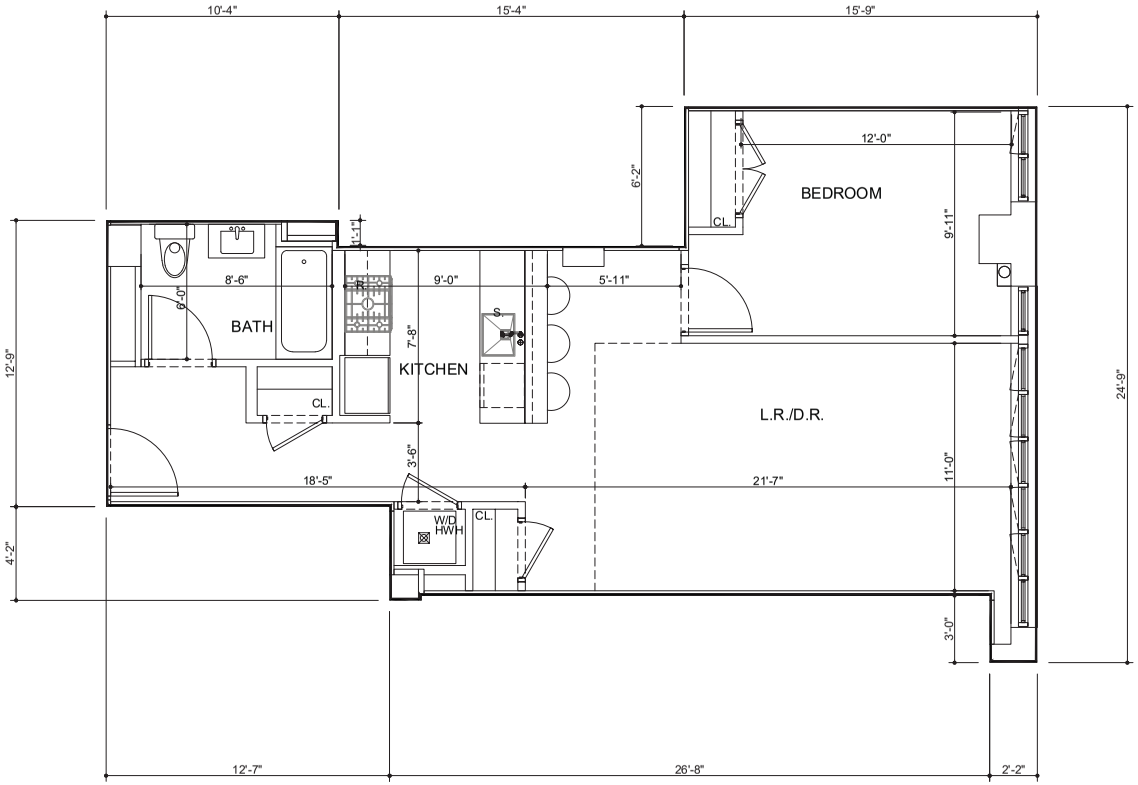
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FIFTH FLOOR
UNIT 5B

1 BED/ 2 BATH
AREA = 1241S.F.
EXTERIOR AREA = 0 S.F.

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.

SCALE: 0' 8' 16' 24'



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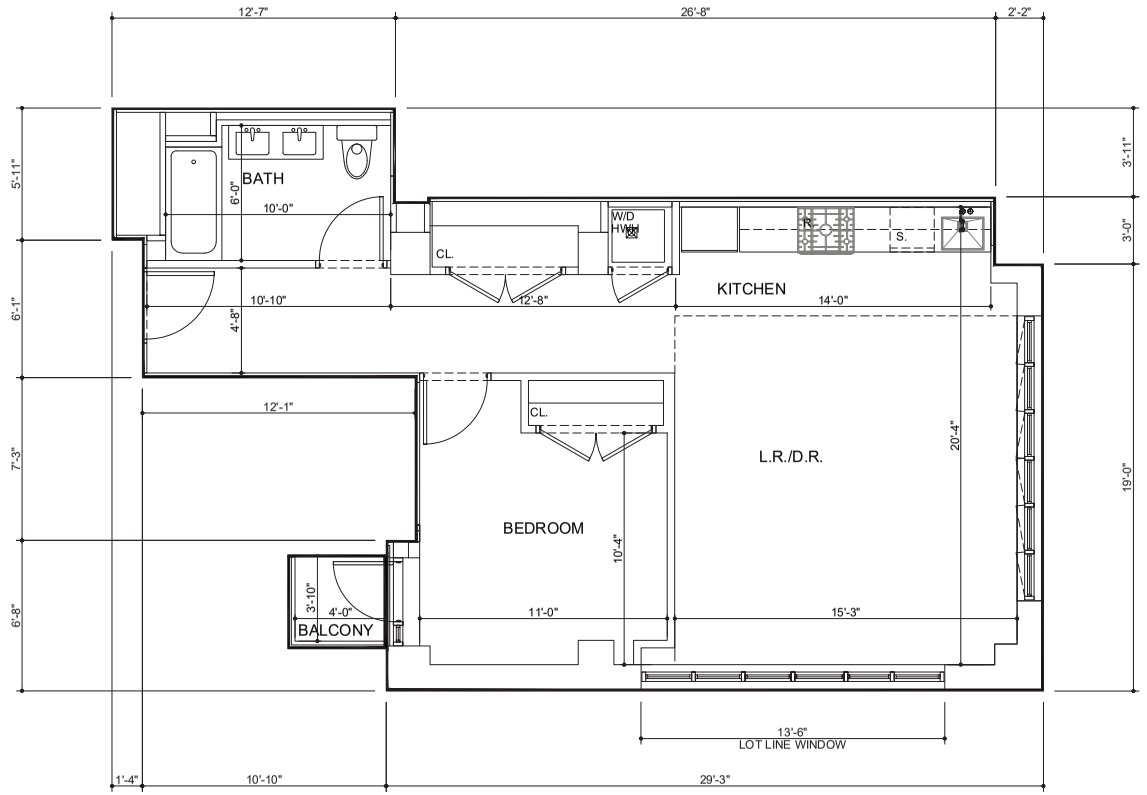
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FIFTH FLOOR
UNIT 5C

1 BED/ 1 BATH
AREA = 710 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

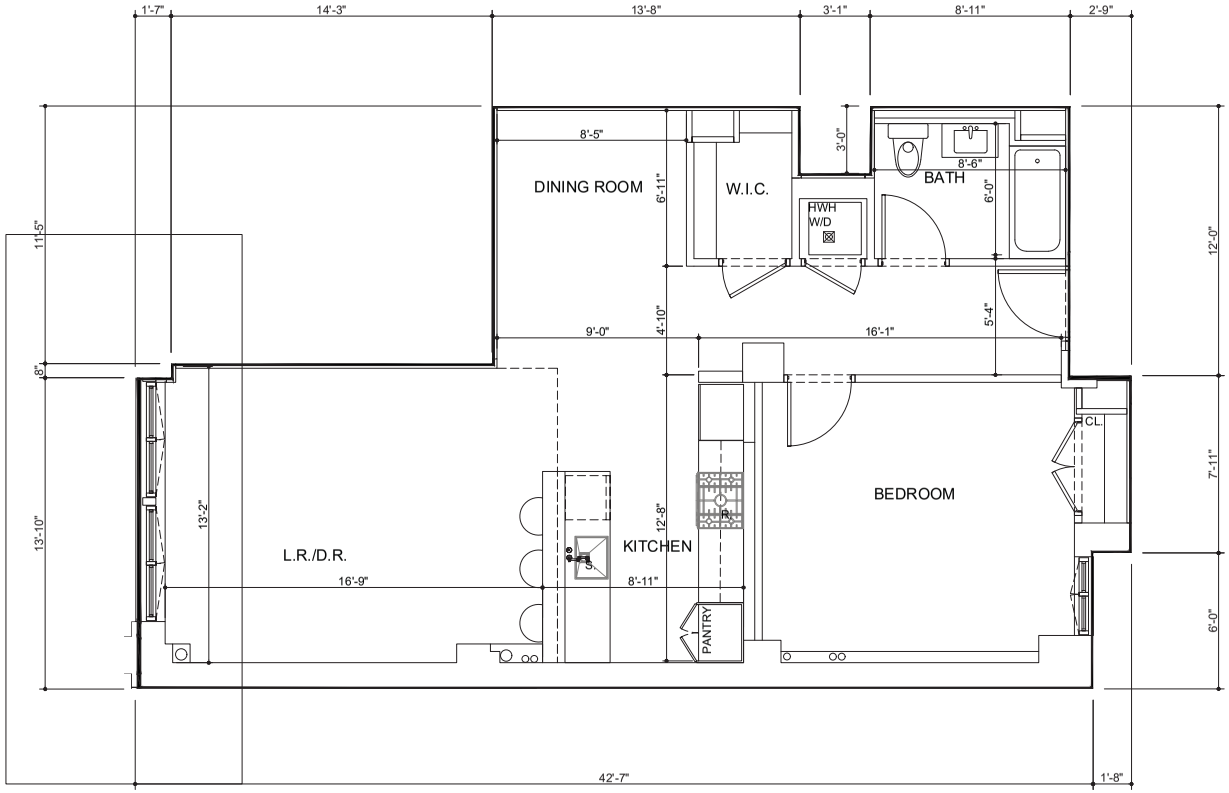
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FIFTH FLOOR
UNIT 5D

1 BED/ 1 BATH
AREA = 765 S.F.
EXTERIOR AREA = 18 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.

SCALE: 0' 8' 16' 24'

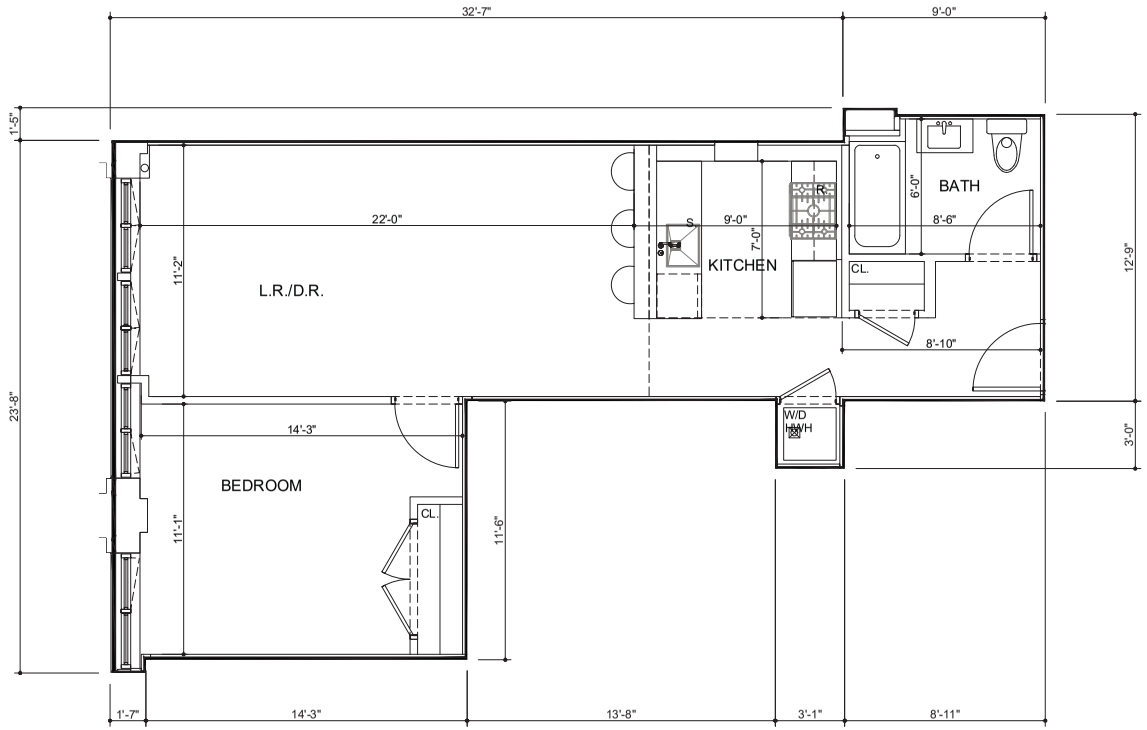


330

THE SOCIETY HOUSE CONDOMINIUM 335 WEST 35TH STREET,MANHATTAN, NY 10001	
RALPH KOWALCZYK ISSAC & STERN ARCHITECTS. DATE: MARCH 2019	
FIFTH FLOOR UNIT 5E	1 BED/ 1 BATH AREA = 910 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.

SCALE: 0' 8' 16' 24'



N

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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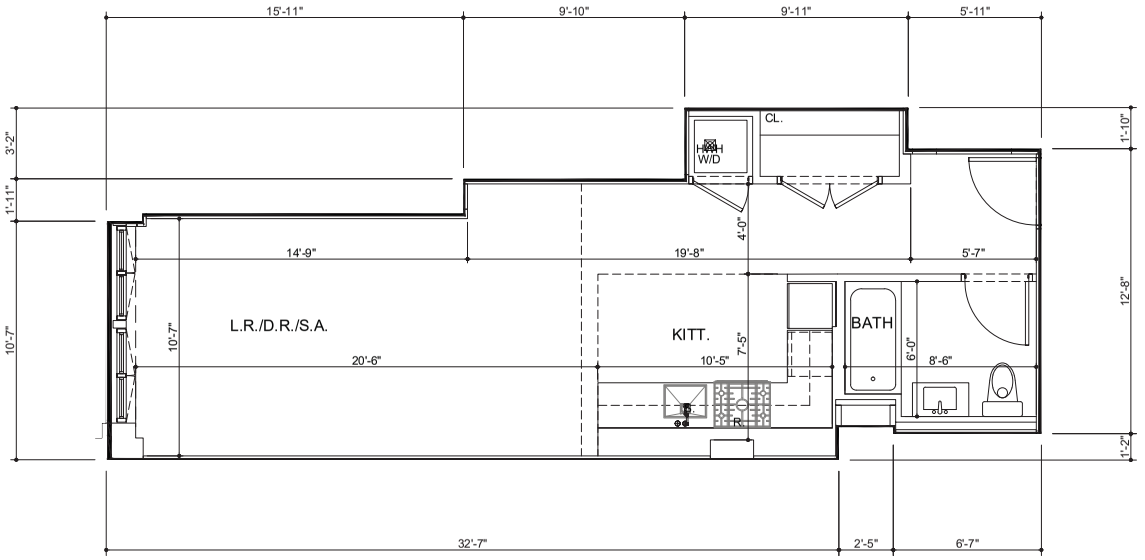
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FIFTH FLOOR
UNIT 5F

1 BED/ 1 BATH
AREA = 681 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



N

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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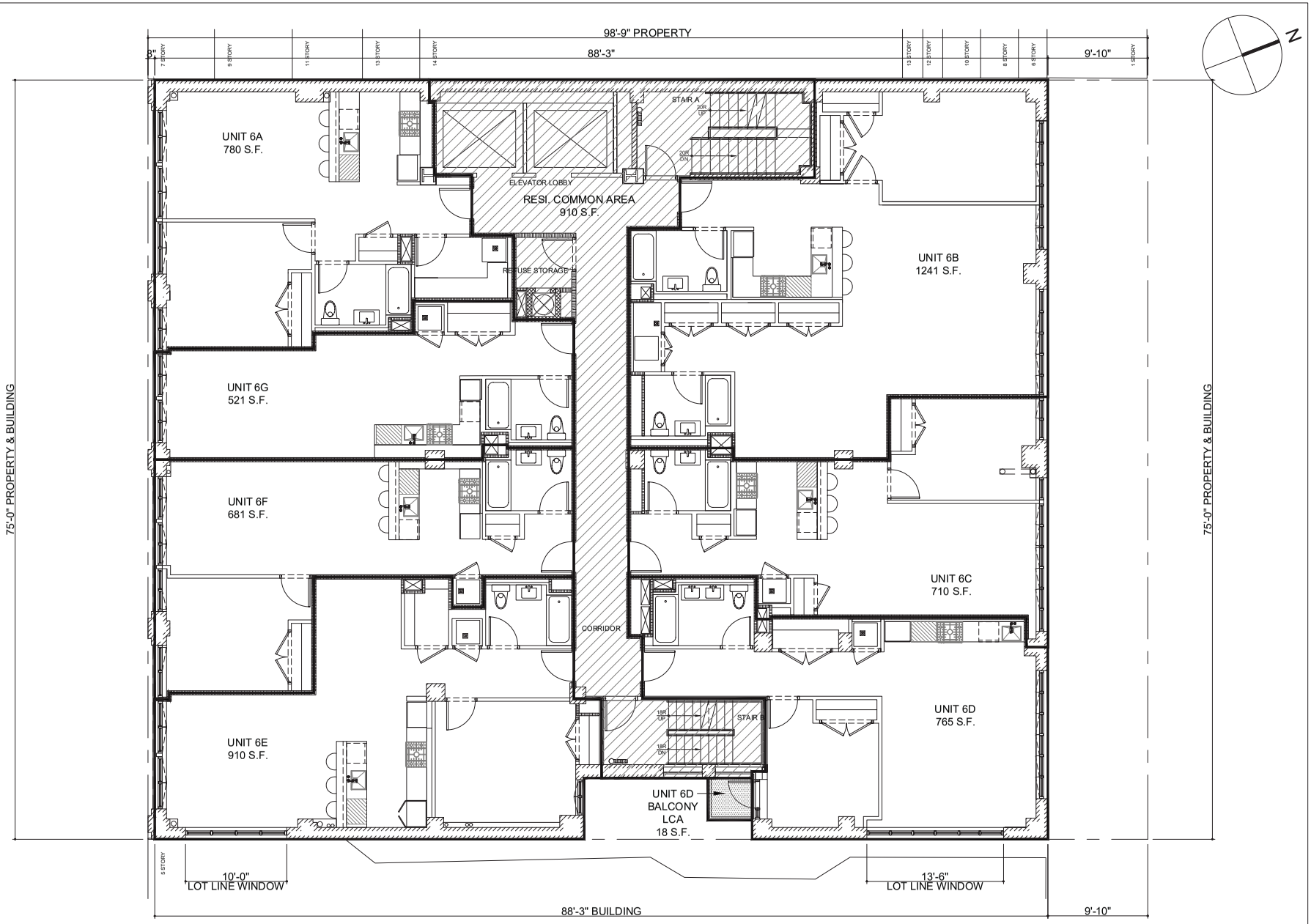
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

FIFTH FLOOR
UNIT 5G

0 BED/ 1 BATH
AREA = 521 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

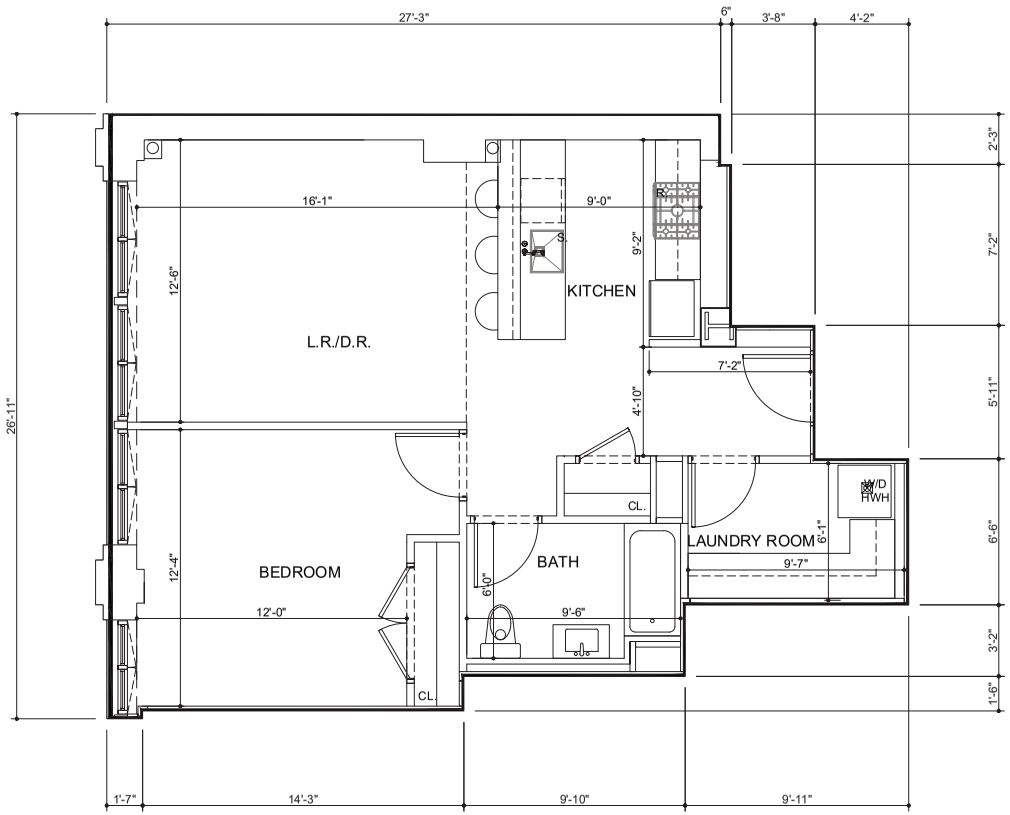
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SIXTH FLOOR
GROSS AREA = 6518 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
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OF EXTERIOR WALLS.

RESI. COMMON AREA = 910 S.F. RESI. LIMITED COMMON AREA = 18 S.F.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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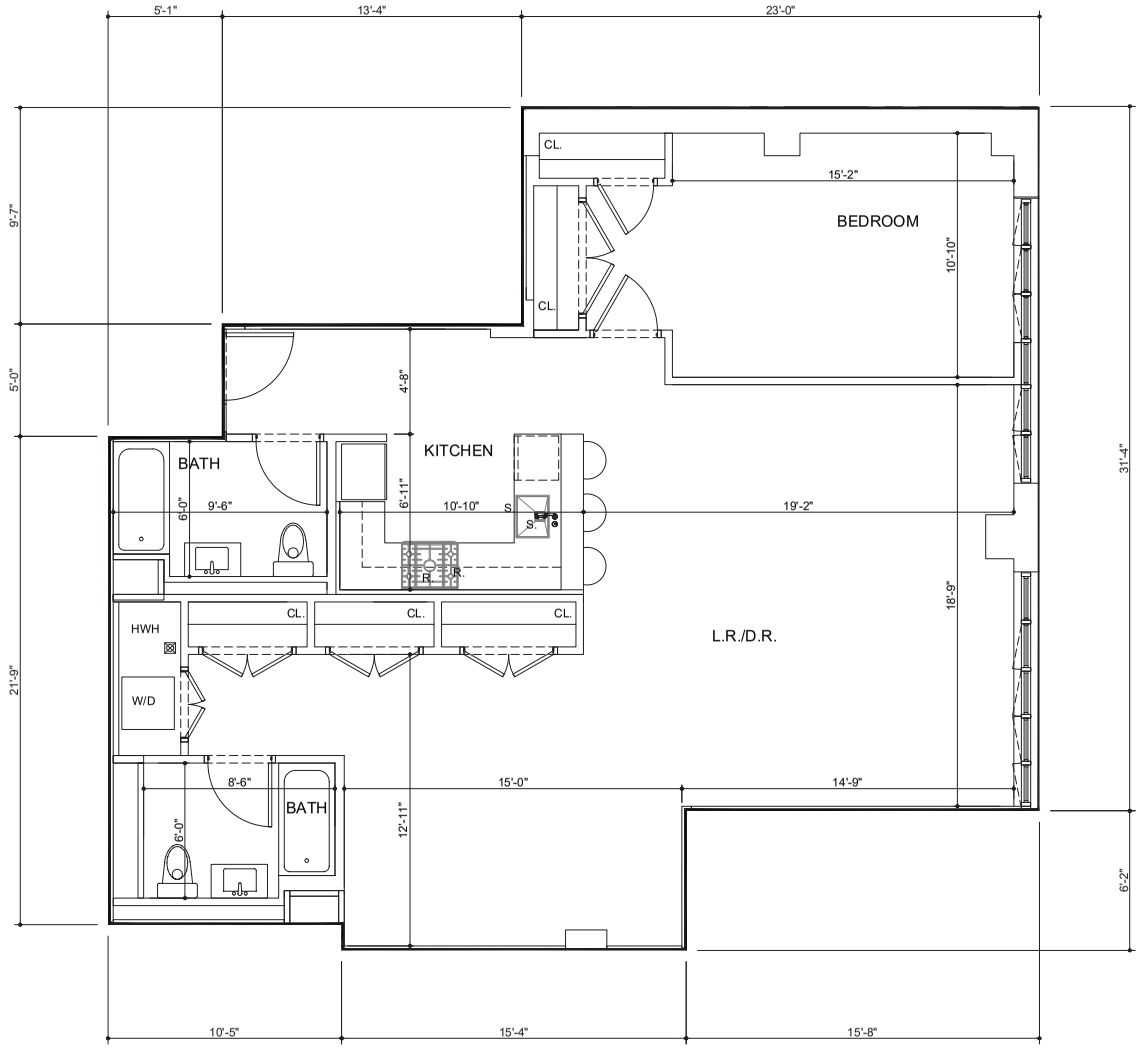
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SIXTH FLOOR
UNIT 6A

1 BED/ 1 BATH
AREA = 780 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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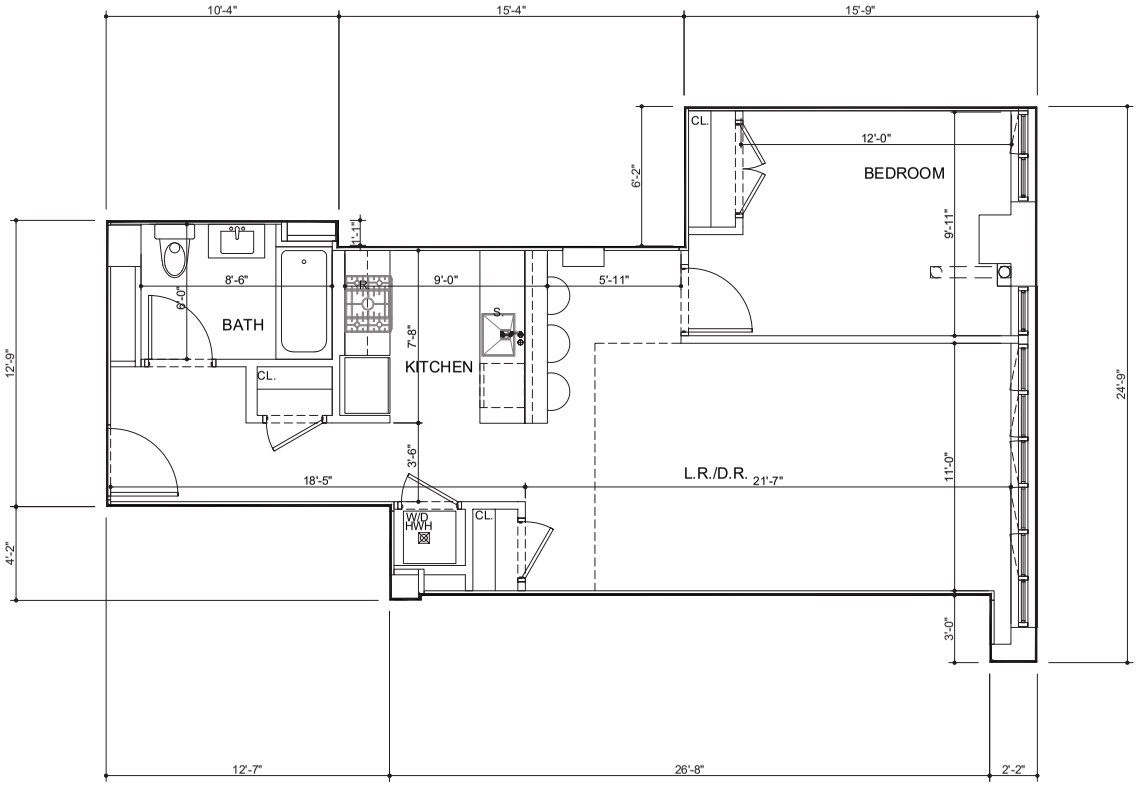
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SIXTH FLOOR
UNIT 6B

1 BED/ 2 BATH
AREA = 1241 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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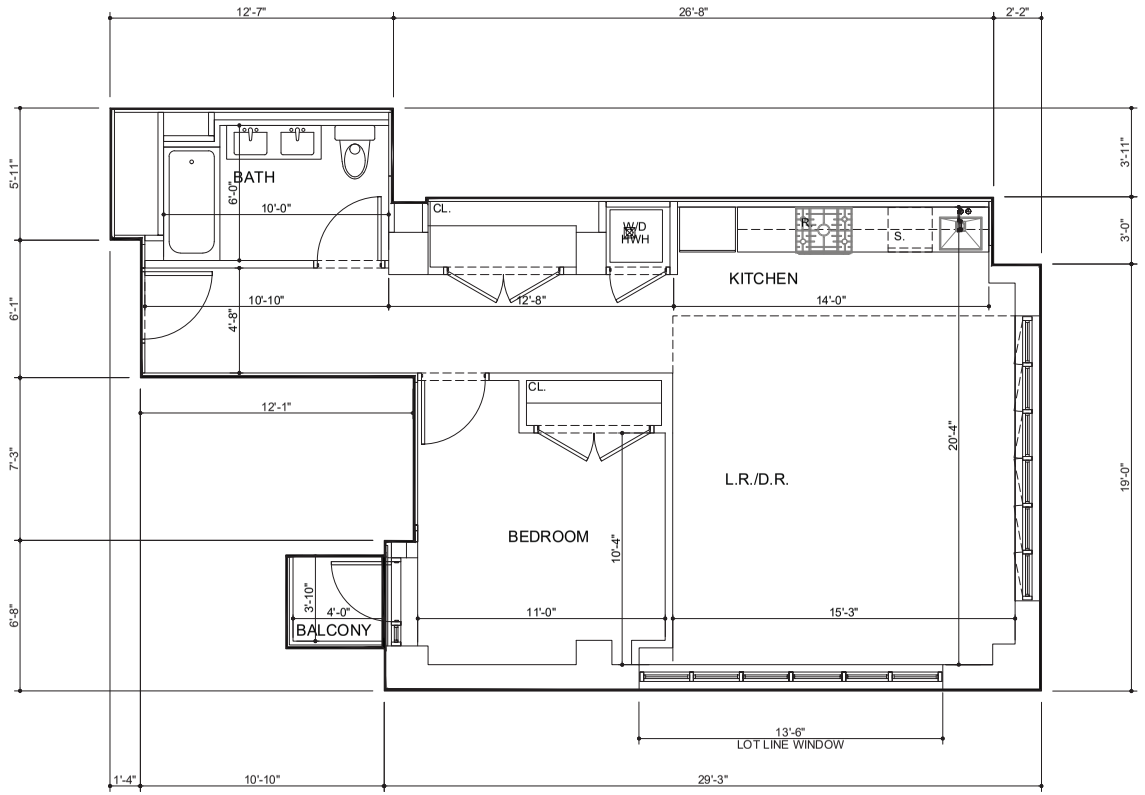
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SIXTH FLOOR
UNIT 6C

1 BED/ 1 BATH
AREA = 710 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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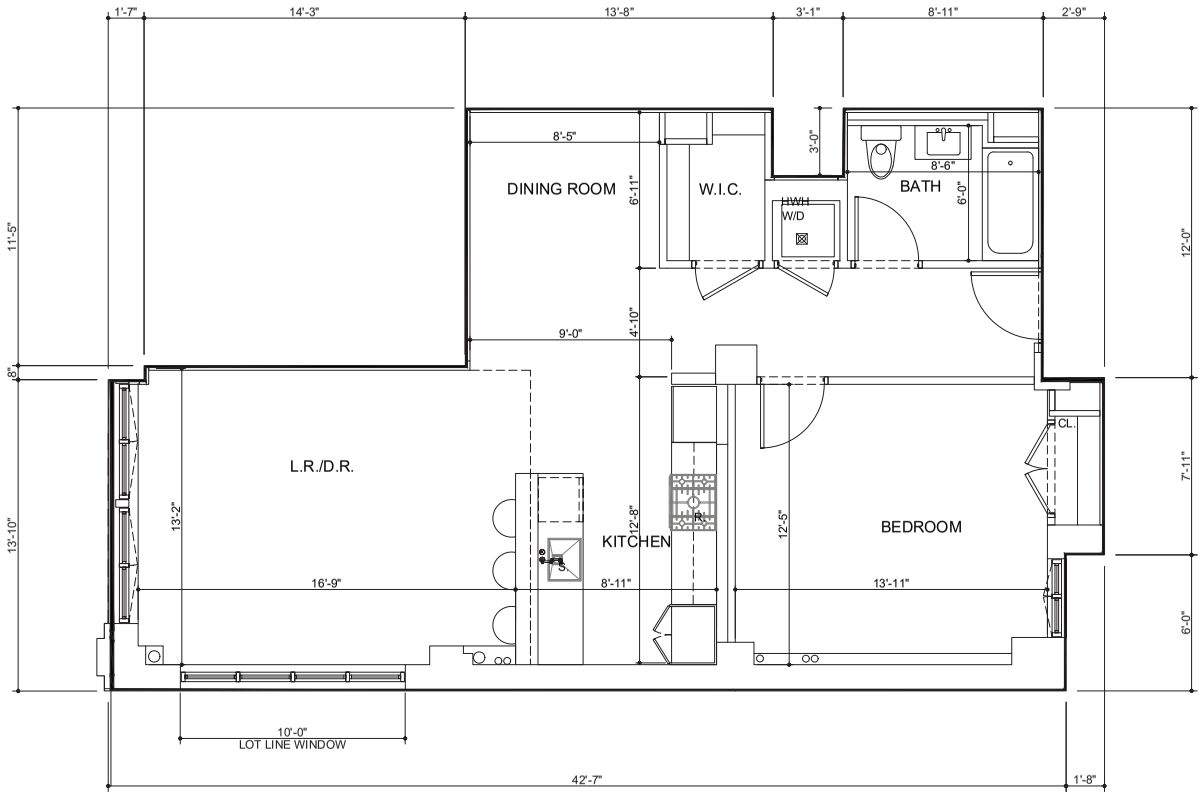
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SIXTH FLOOR
UNIT 6D

1 BED/ 1 BATH
AREA = 765 S.F.
EXTERIOR AREA = 18 S.F.

SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

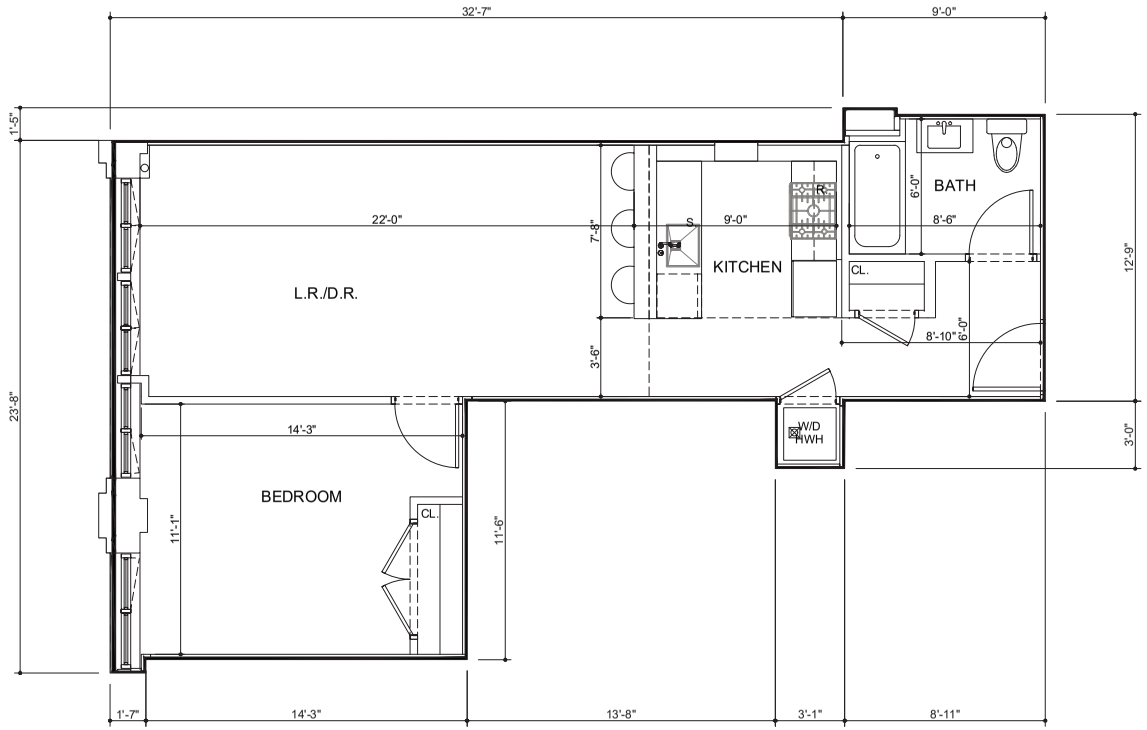
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SIXTH FLOOR
UNIT 6E

1 BED/ 1 BATH
AREA = 910 S.F.
EXTERIOR AREA = 0 S.F.

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.

SCALE: 0' 8' 16' 24'



N

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
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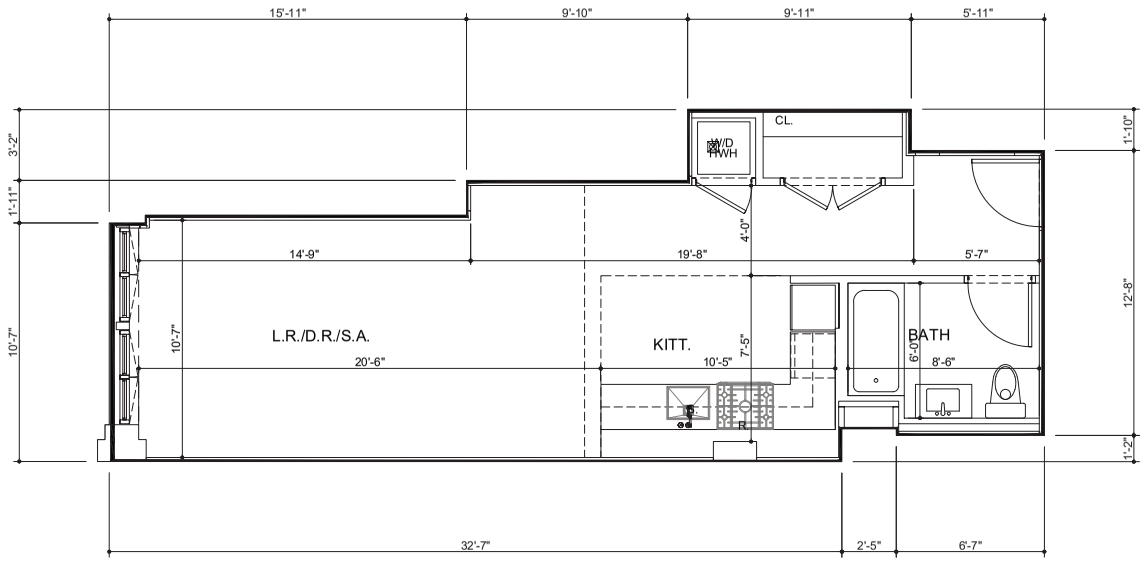
SCALE: 0' 8' 16' 24'

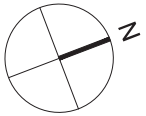
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SIXTH FLOOR
UNIT 6F

1 BED/ 1 BATH
AREA = 681 S.F.
EXTERIOR AREA = 0 S.F.





THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

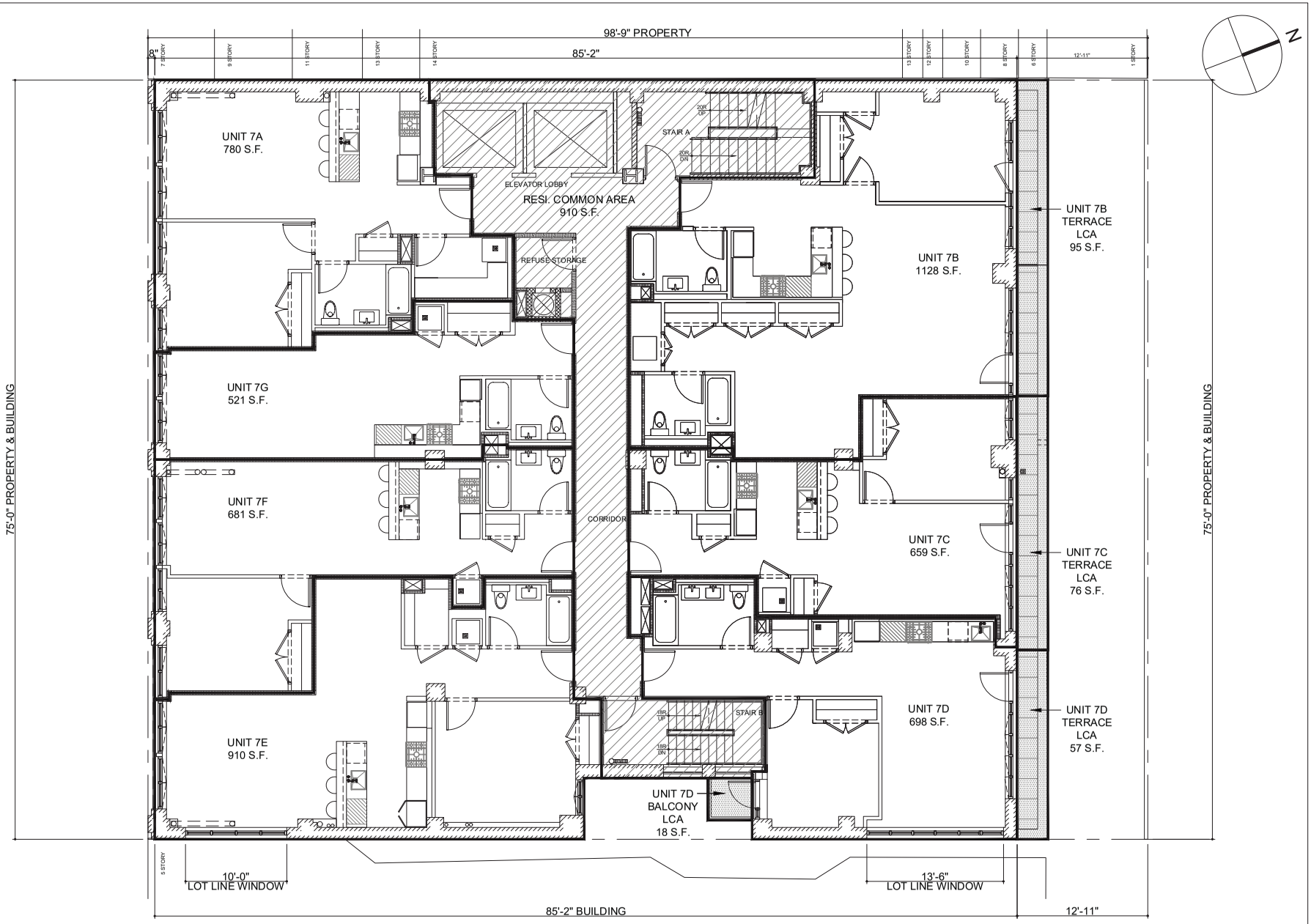
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SIXTH FLOOR
UNIT 6G

0 BED/ 1 BATH
AREA = 521 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.

SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

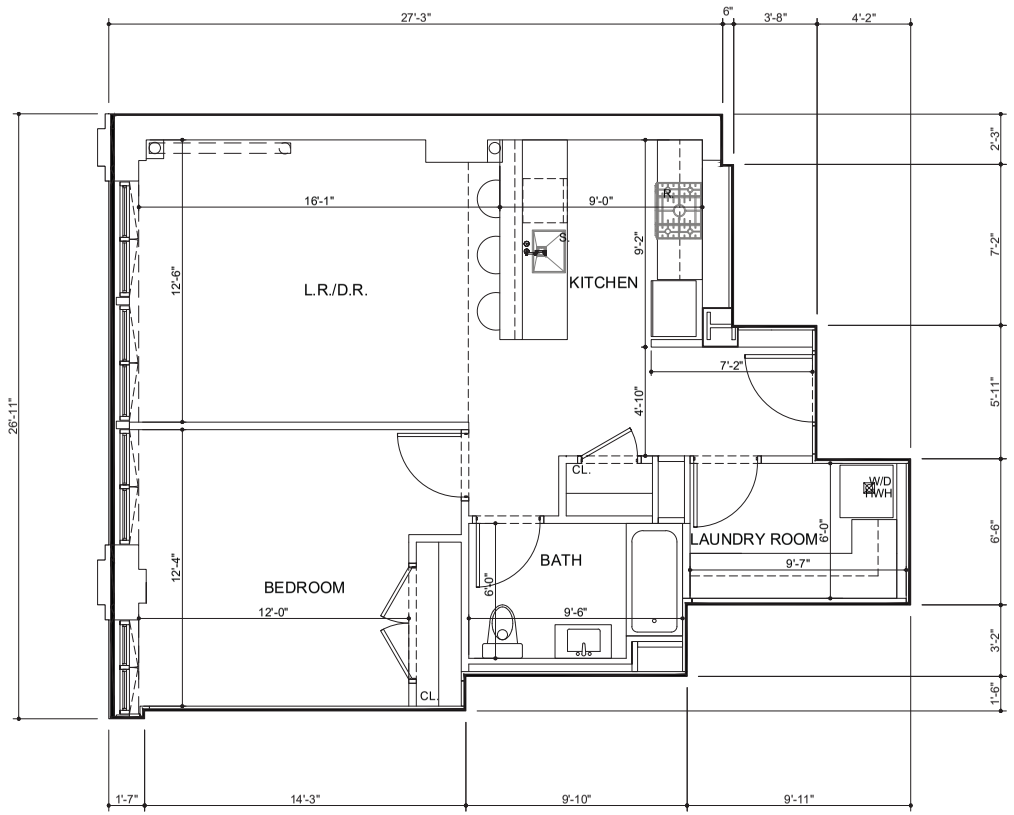
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SEVENTH FLOOR
GROSS AREA = 6287 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.

RESI. COMMON AREA = 910 S.F. RESI. LIMITED COMMON AREA = 246 S.F.

SCALE: 0' 8' 16' 24'



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.

0' 8' 16' 24'

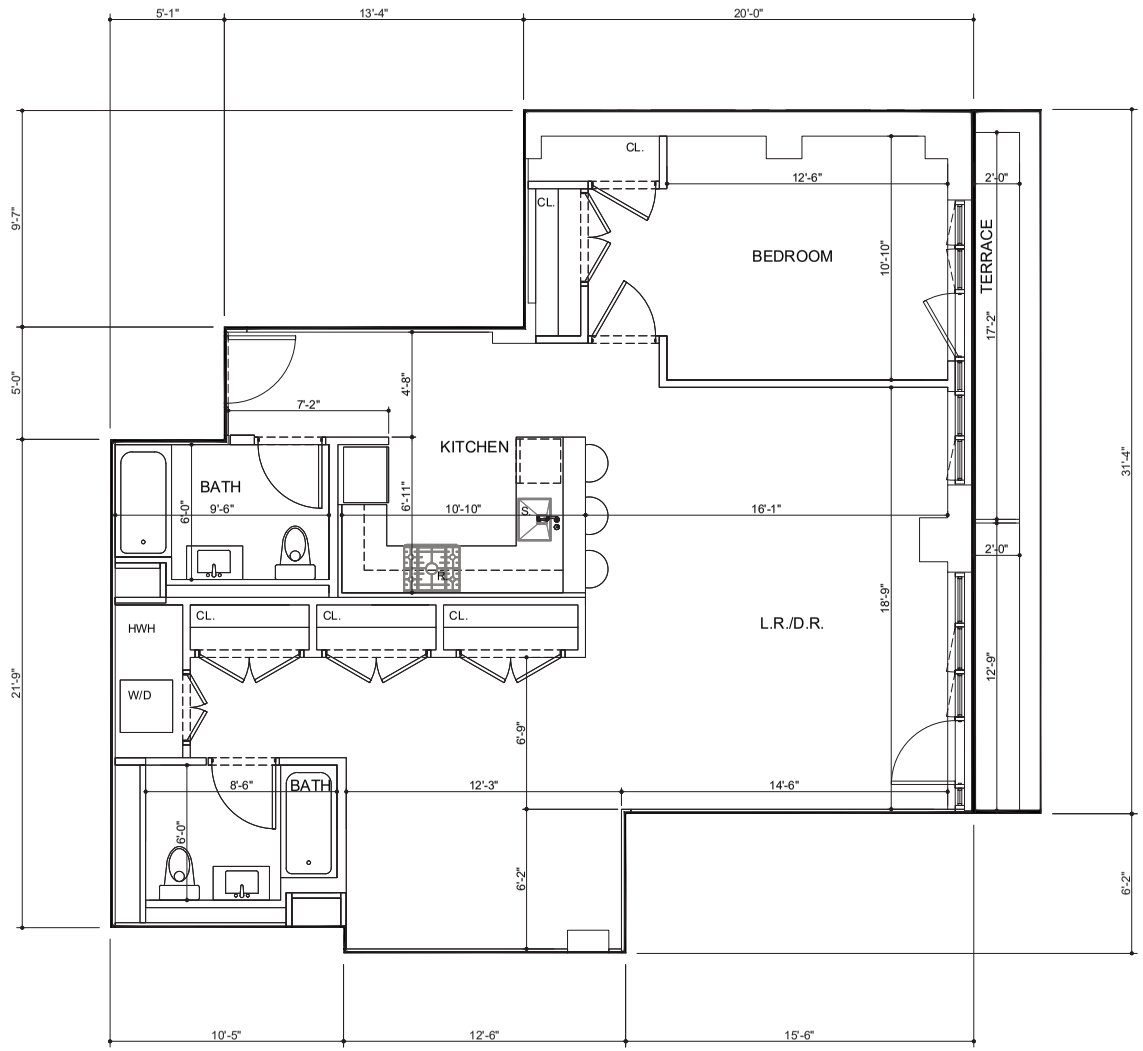
SCALE:

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SEVENTH FLOOR
UNIT 7A

1 BED/ 1 BATH
AREA = 780 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.

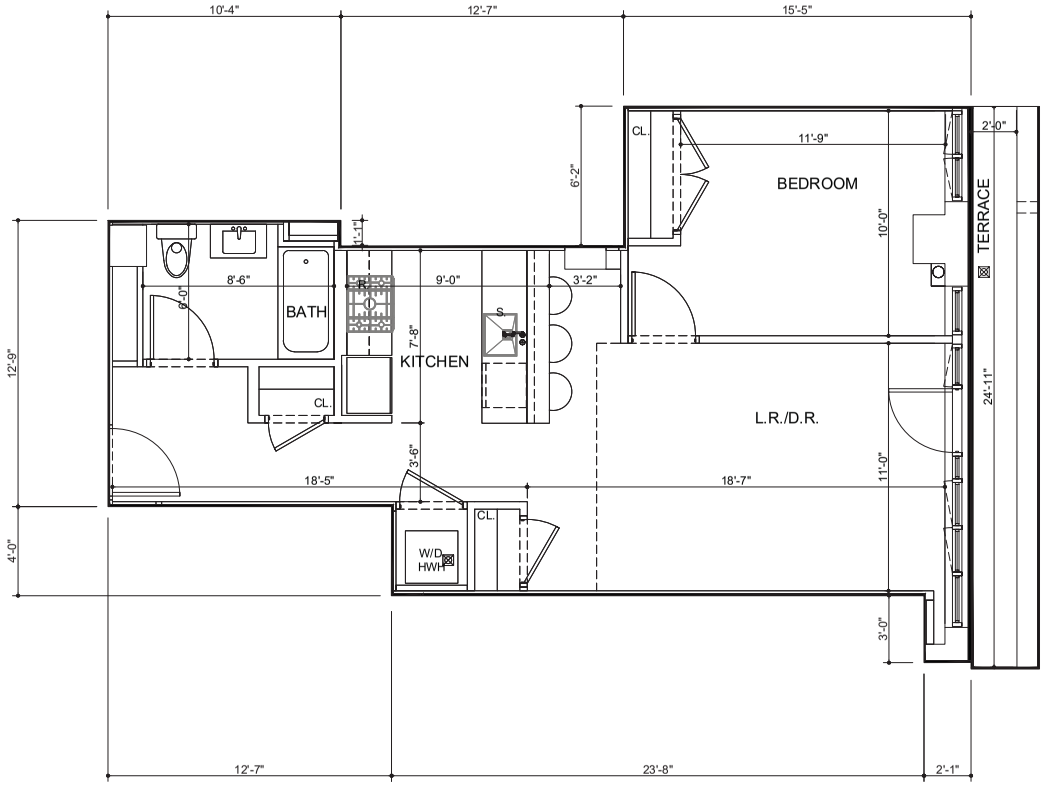
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SEVENTH FLOOR
UNIT 7B

1 BED/ 2 BATH
AREA = 1128 S.F.
EXTERIOR AREA = 95 S.F.

SCALE: 0' 8' 16' 24'



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.

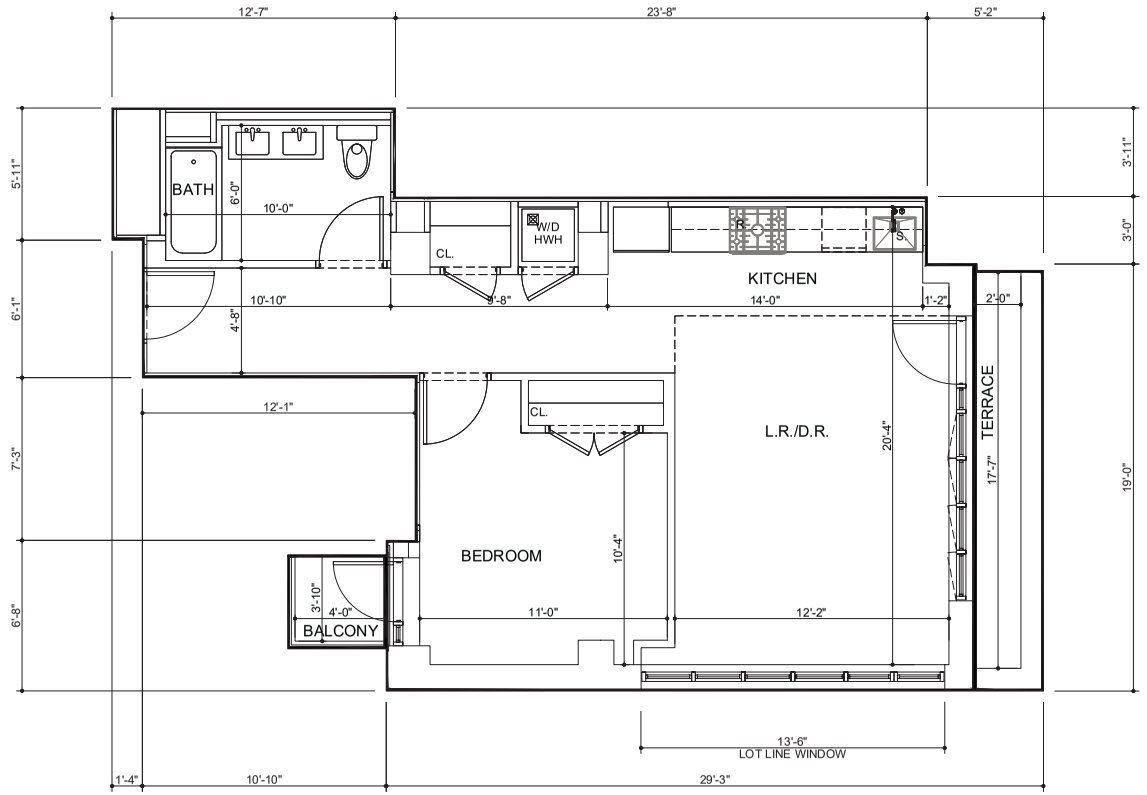
SCALE: 0' 8' 16' 24'

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SEVENTH FLOOR
UNIT 7C

1 BED/ 1 BATH
AREA = 659 S.F.
EXTERIOR AREA = 76 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.

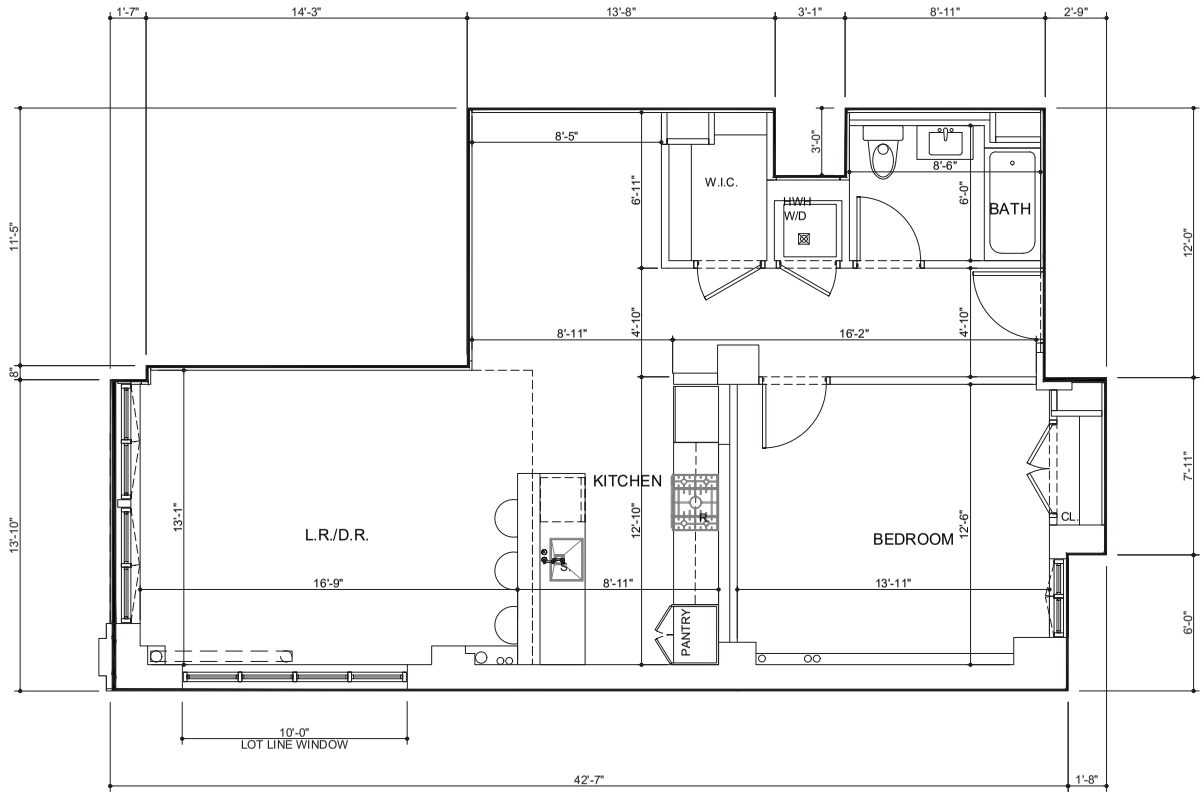
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SEVENTH FLOOR
UNIT 7D

1 BED/ 1 BATH
AREA = 698 S.F.
EXTERIOR AREA = 75 S.F.

SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

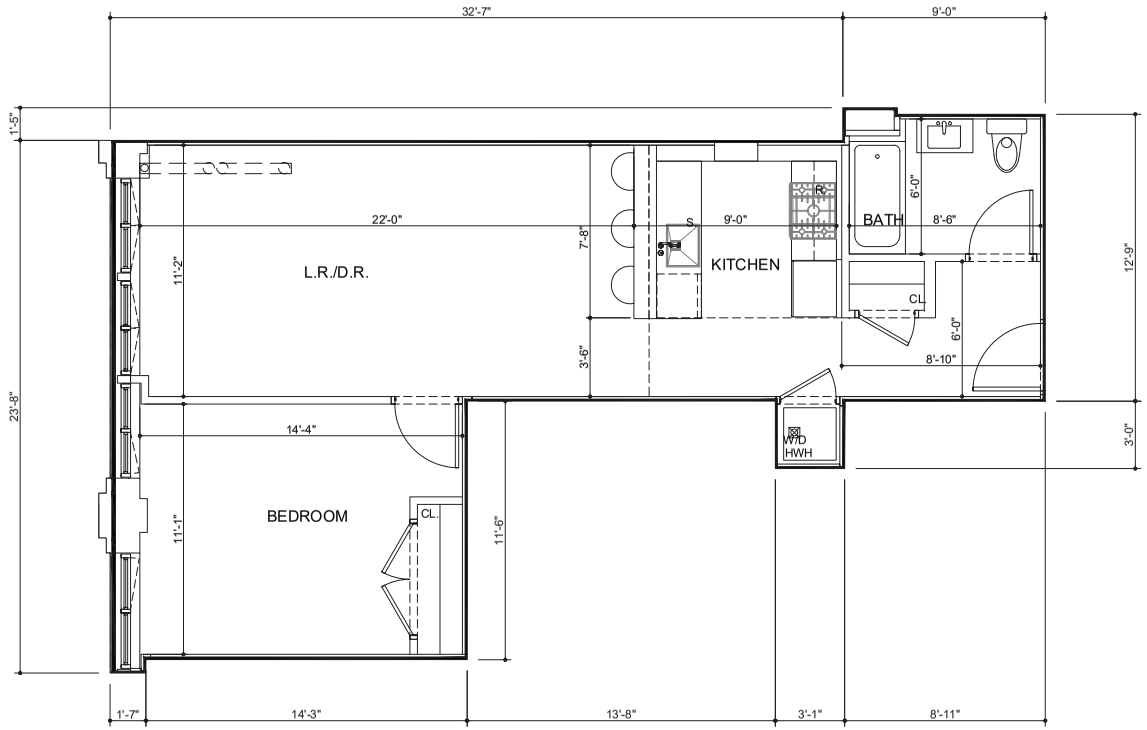
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SEVENTH FLOOR
UNIT 7E

1 BED/ 1 BATH
AREA = 910 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.

SCALE: 0' 8' 16' 24'



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.

0' 8' 16' 24'

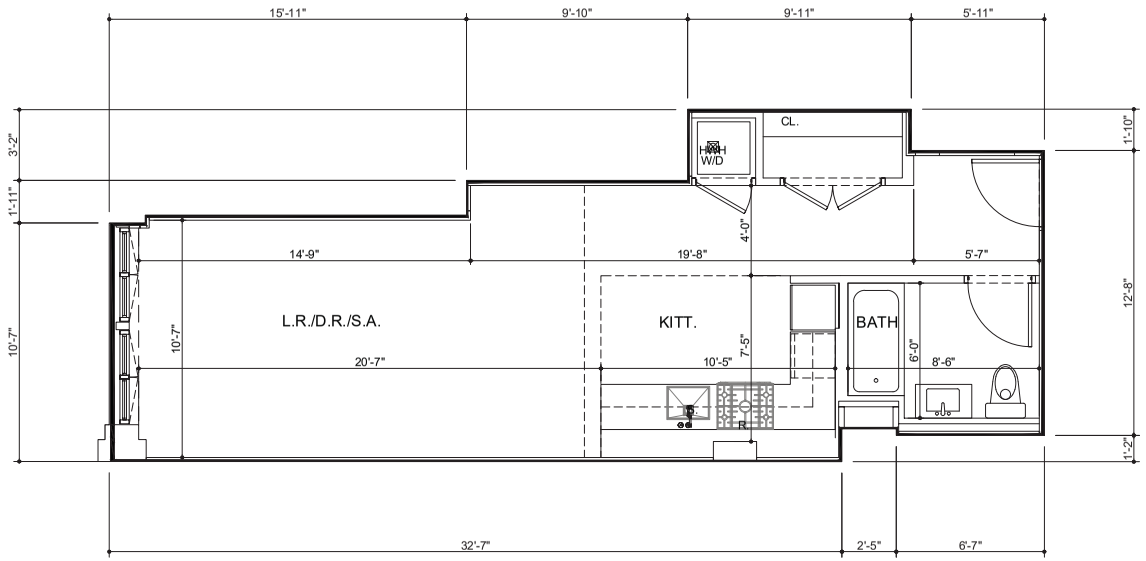
SCALE:

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SEVENTH FLOOR
UNIT 7F

1 BED/ 1 BATH
AREA = 681 S.F.
EXTERIOR AREA = 0 S.F.



N

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.

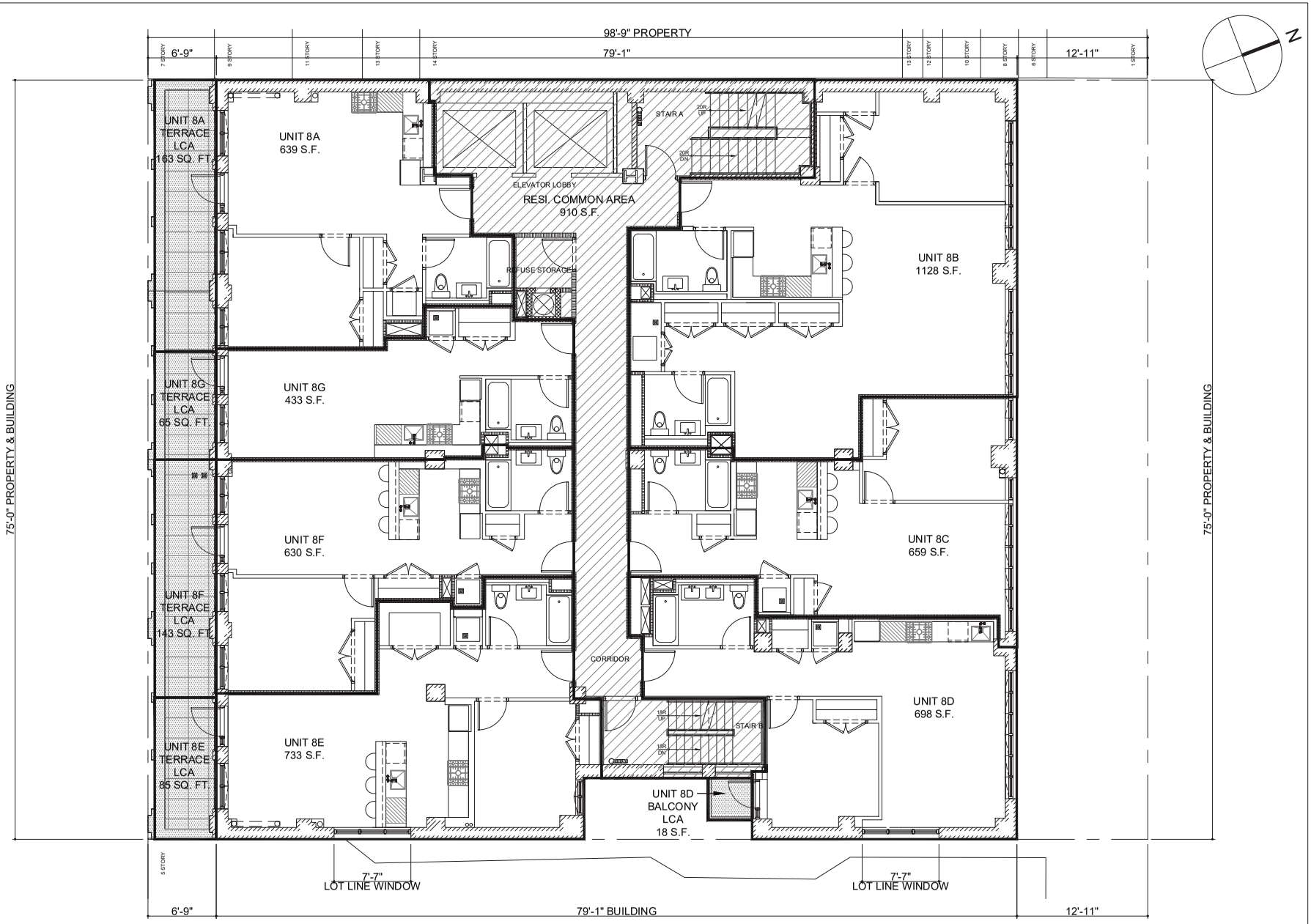
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

SEVENTH FLOOR
UNIT 7G

0 BED/ 1 BATH
AREA = 521 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

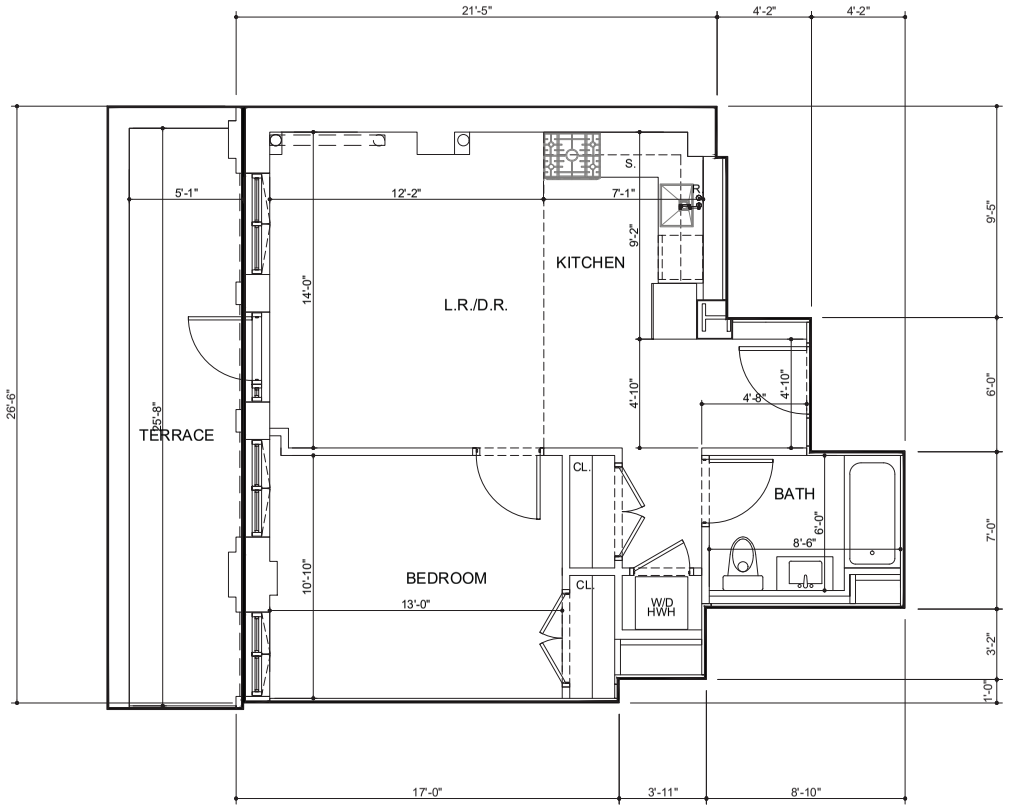
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

EIGHTH FLOOR
ROSS AREA = 5830 SQ. FT.

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.

RESI. COMMON AREA = 910 S.F. RESI. LIMITED COMMON AREA = 474 S.F.

SCALE: 0' 8' 16' 24'



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.

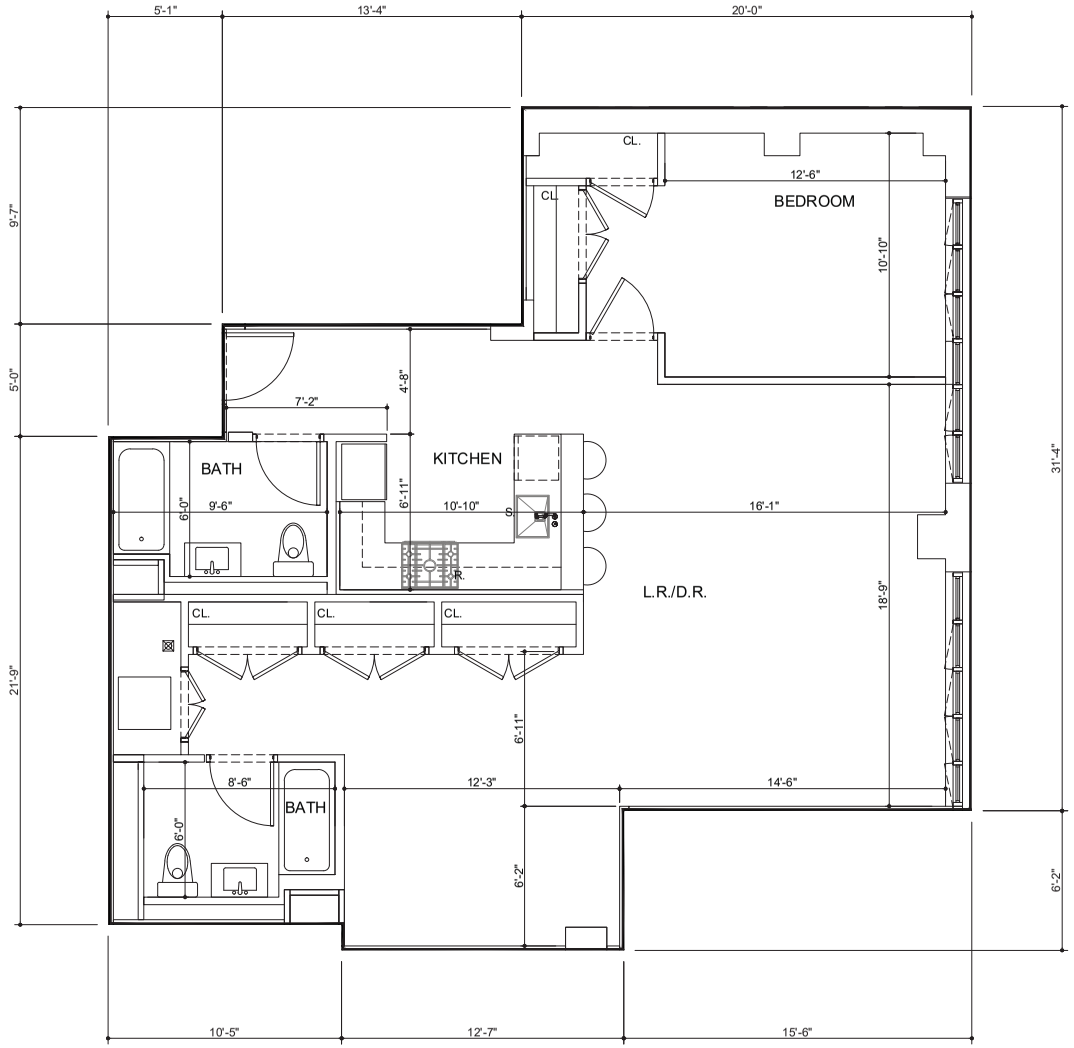
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

EIGHTH FLOOR
UNIT 8A

1 BED/ 1 BATH
AREA = 639 S.F.
EXTERIOR AREA = 163 S.F.

SCALE: 0' 8' 16' 24'



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.

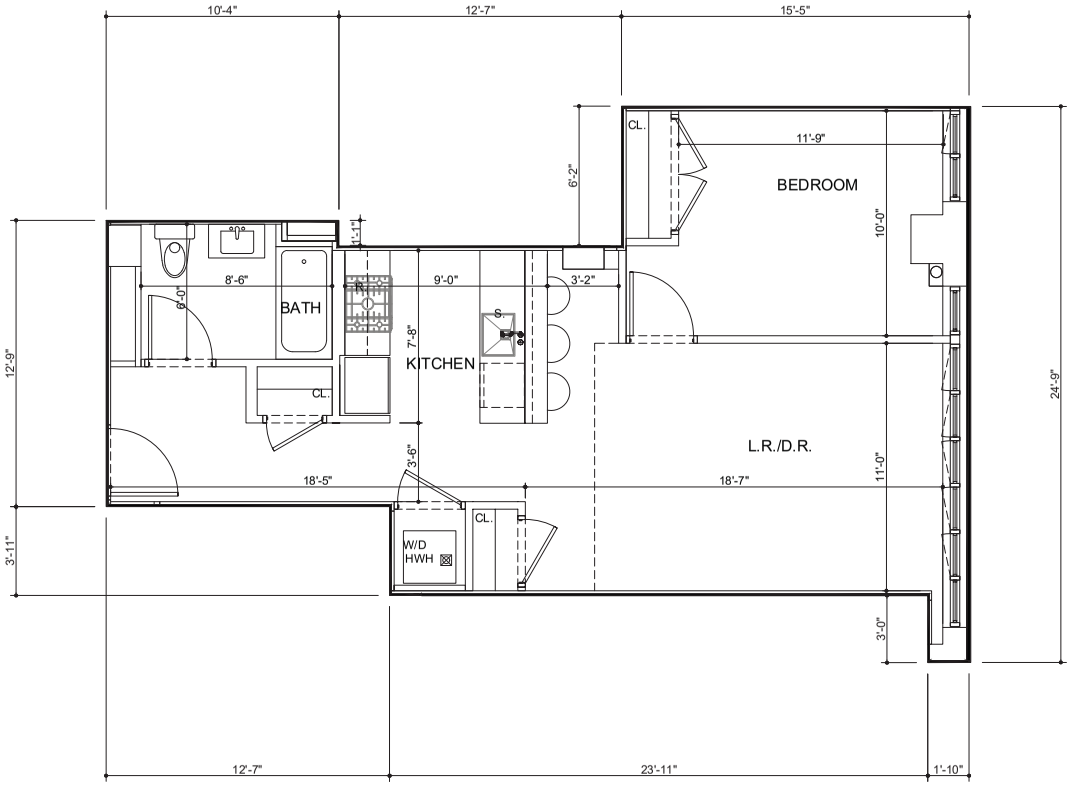
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

EIGHTH FLOOR
UNIT 8B

1 BED/ 2 BATH
AREA = 1128 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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.

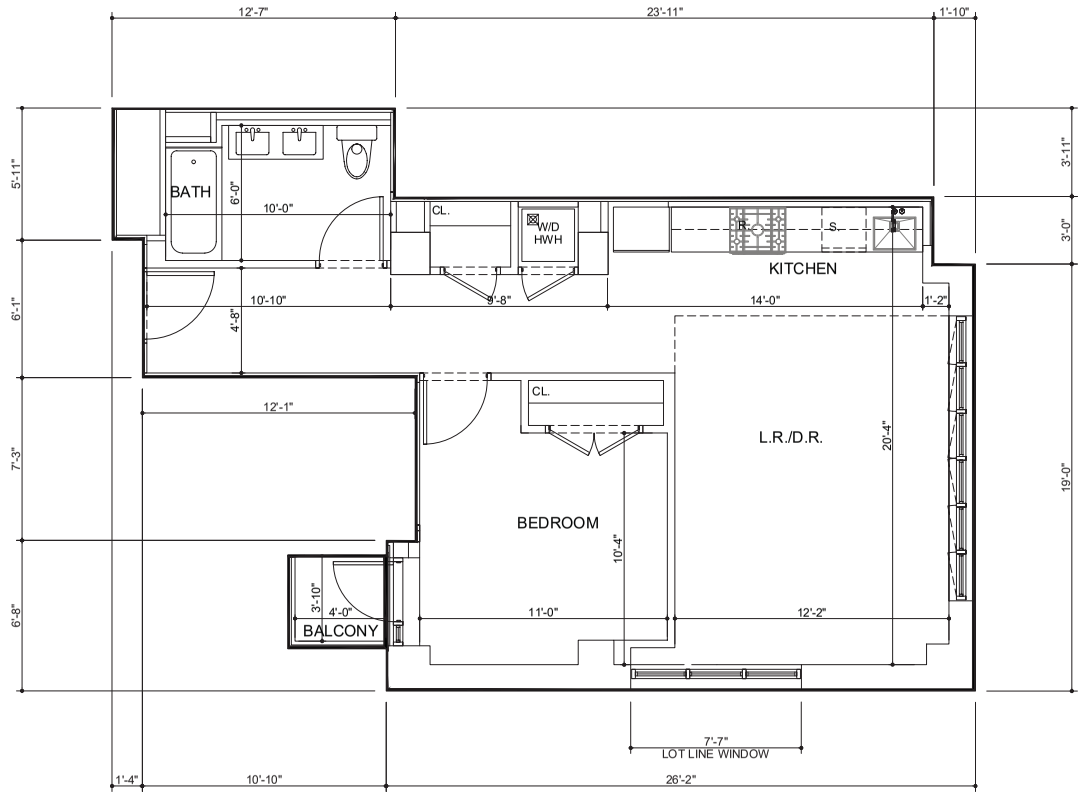
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

EIGHTH FLOOR
UNIT 8C

1 BED/ 1 BATH
AREA = 659 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



N

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.

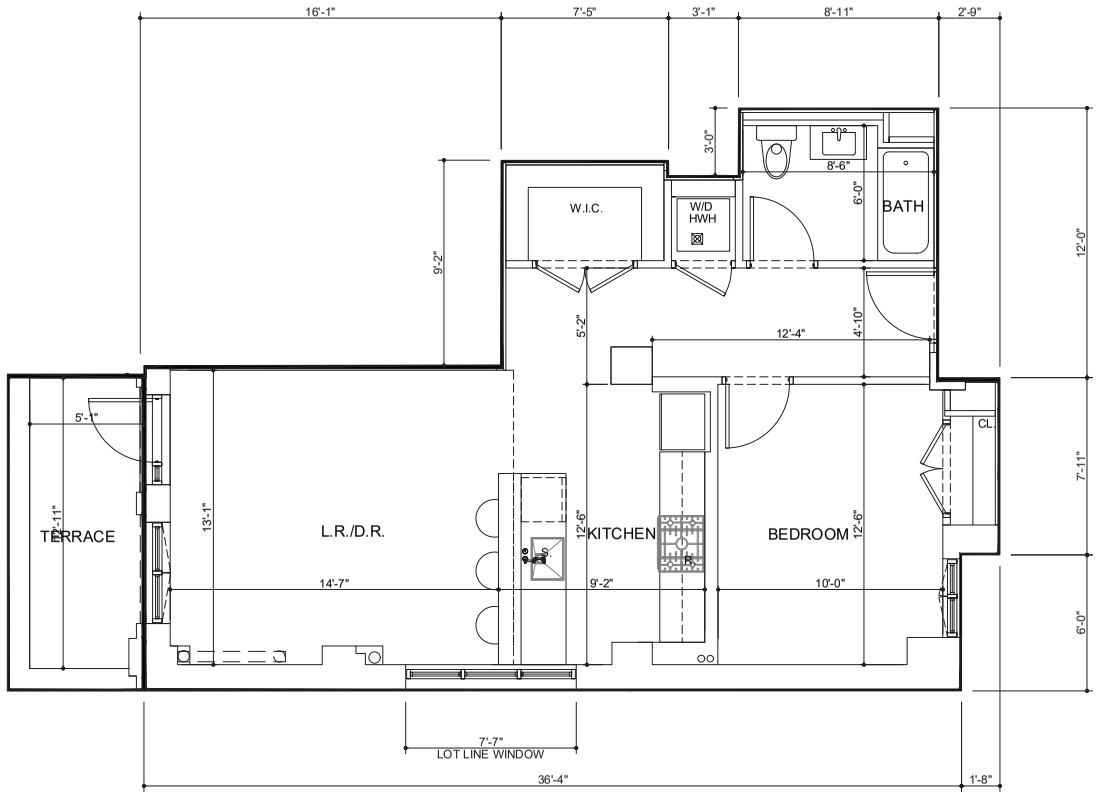
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

EIGHTH FLOOR
UNIT 8D

1 BED/ 1 BATH
AREA = 698 S.F.
EXTERIOR AREA = 18 S.F.

SCALE: 0' 8' 16' 24'



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.

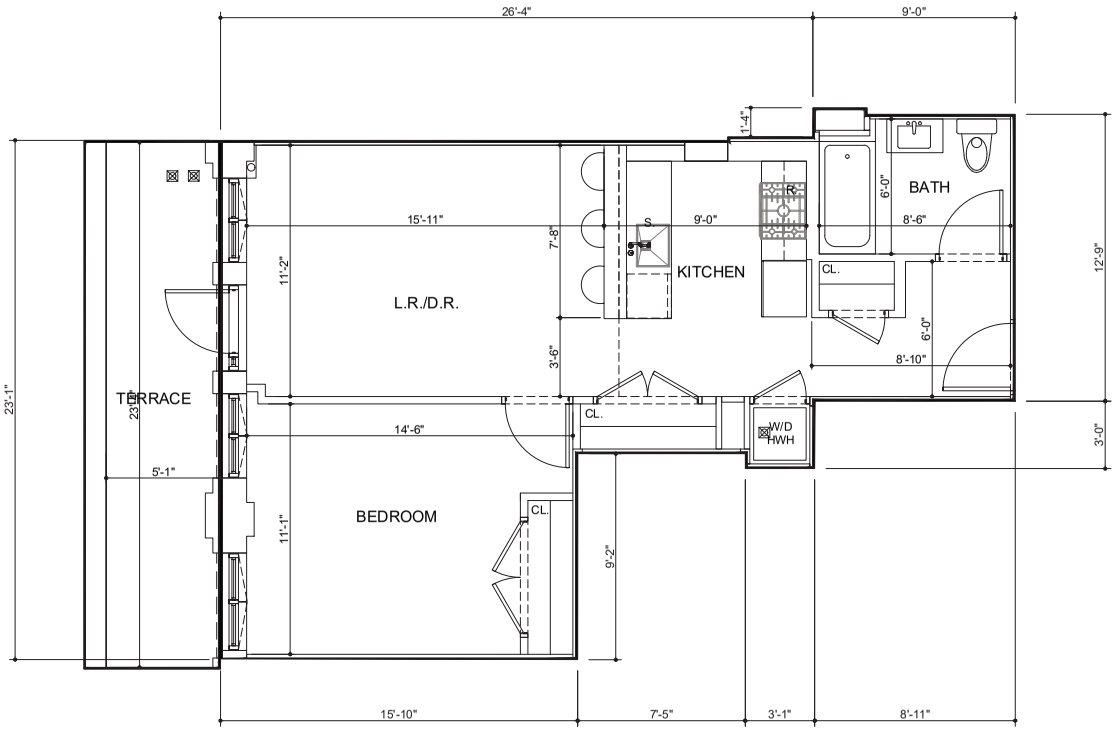
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

EIGHTH FLOOR
UNIT 8E

1 BED/ 1 BATH
AREA = 733 S.F.
EXTERIOR AREA = 85 S.F.

SCALE: 0' 8' 16' 24'



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.

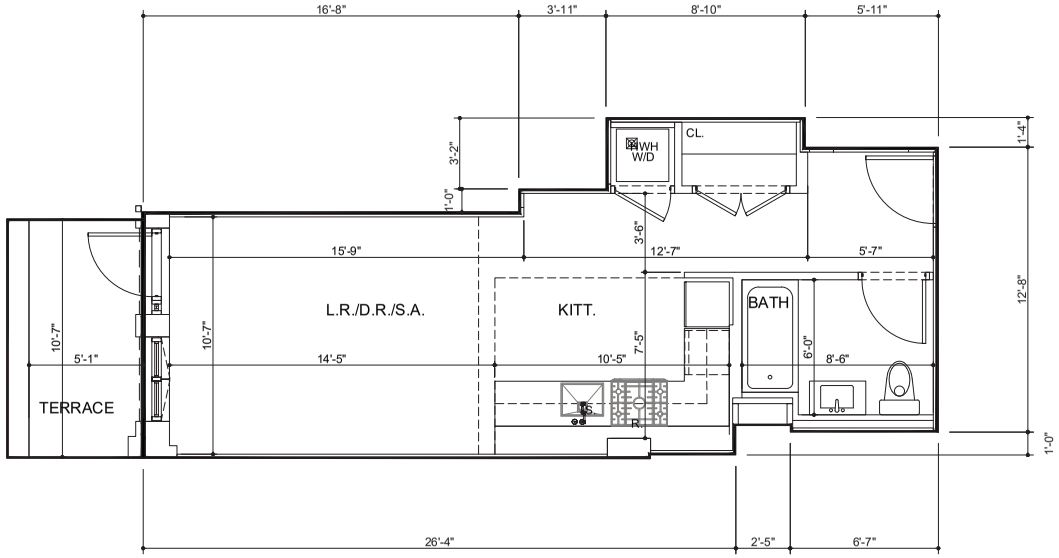
SCALE: 0' 8' 16' 24'

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

EIGHTH FLOOR
UNIT 8F

1 BED/ 1 BATH
AREA = 630 S.F.
EXTERIOR AREA = 143 S.F.



N

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.

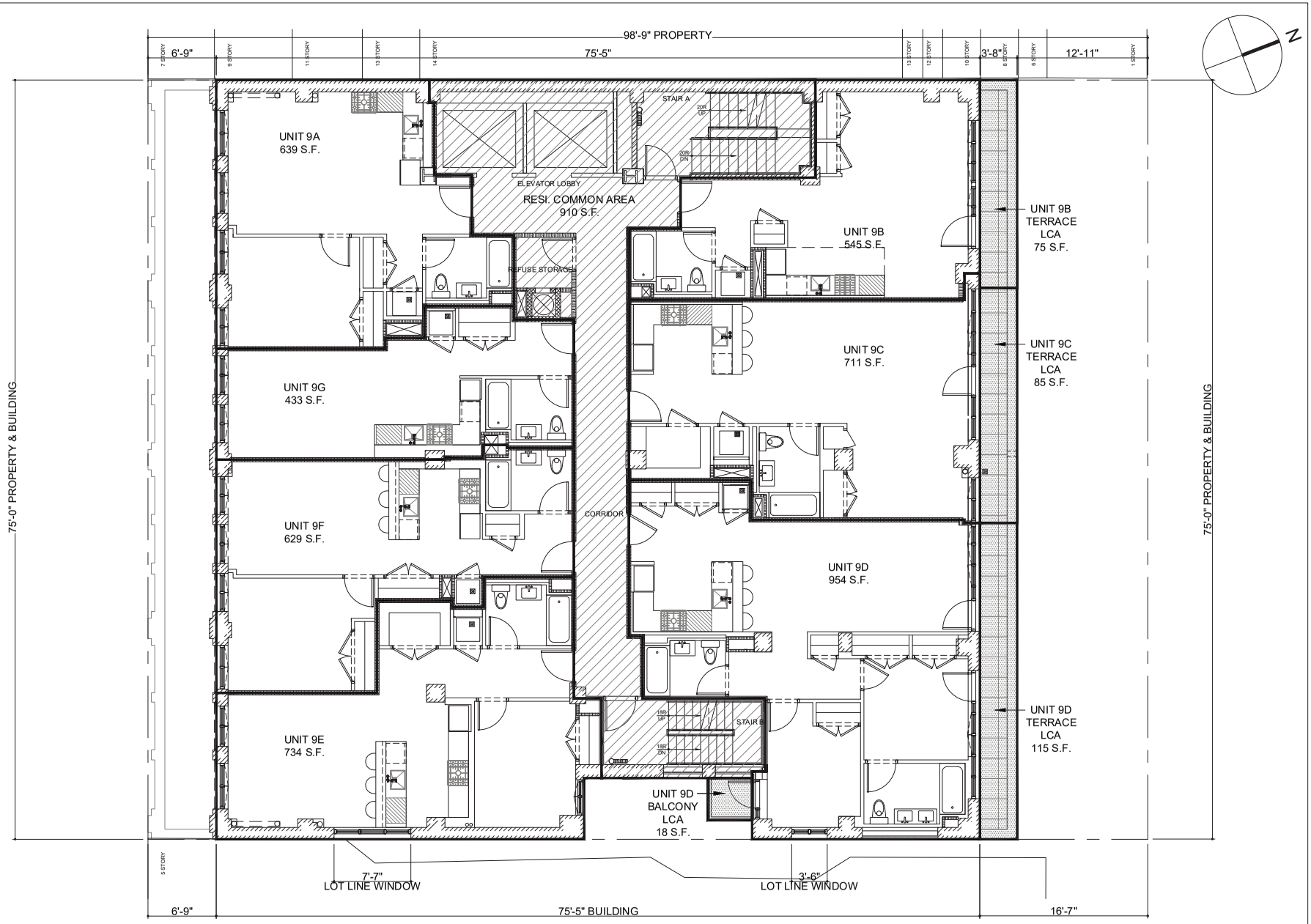
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

EIGHTH FLOOR
UNIT 8G

0 BED/ 1 BATH
AREA = 433 S.F.
EXTERIOR AREA = 65 S.F.

SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

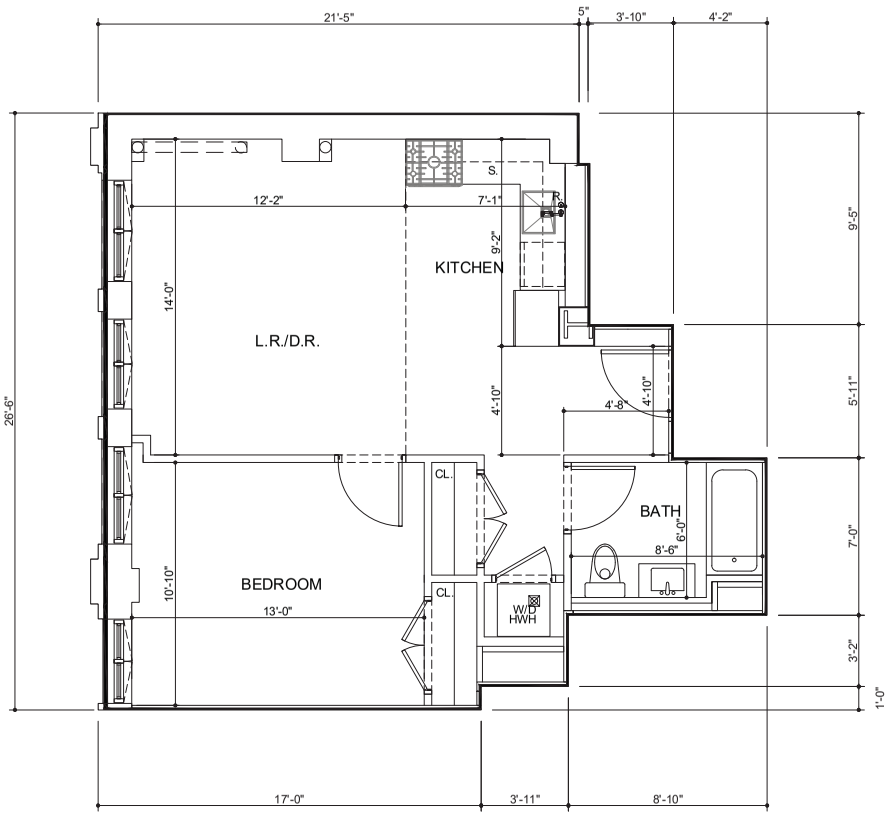
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

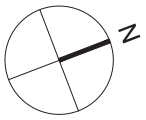
NINTH FLOOR
ROSS AREA = 5555 SQ. FT.

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.

RESI. COMMON AREA = 910 S.F. RESI. LIMITED COMMON AREA = 293 S.F.

SCALE: 0' 8' 16' 24'





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.

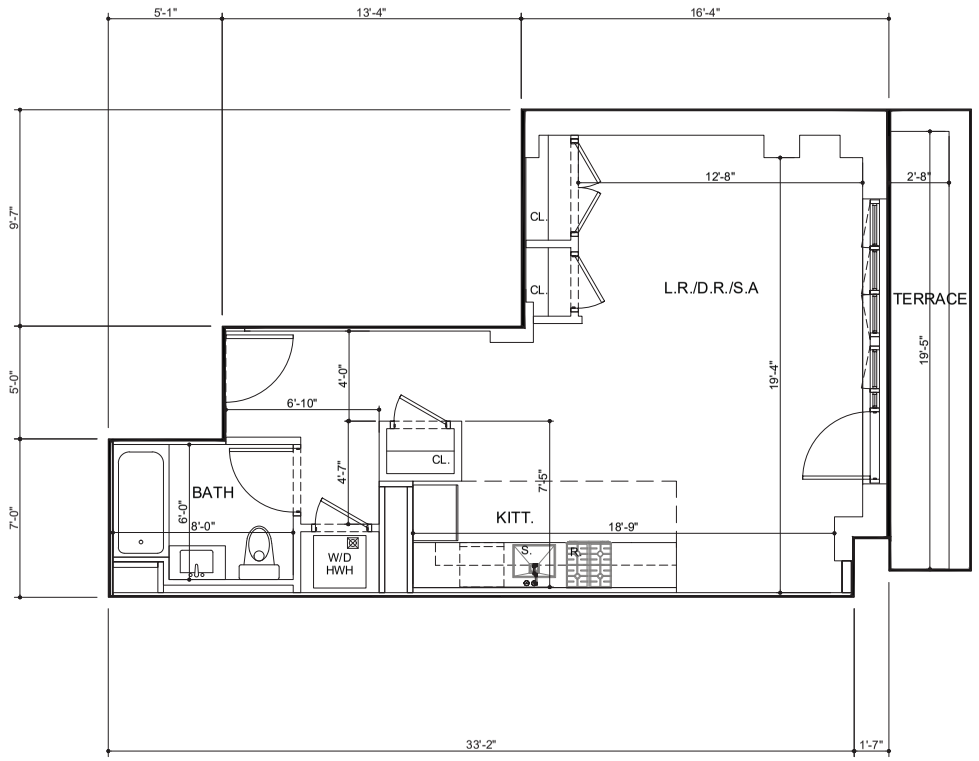
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

NINTH FLOOR
UNIT 9A

1 BED/ 1 BATH
AREA = 639 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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.

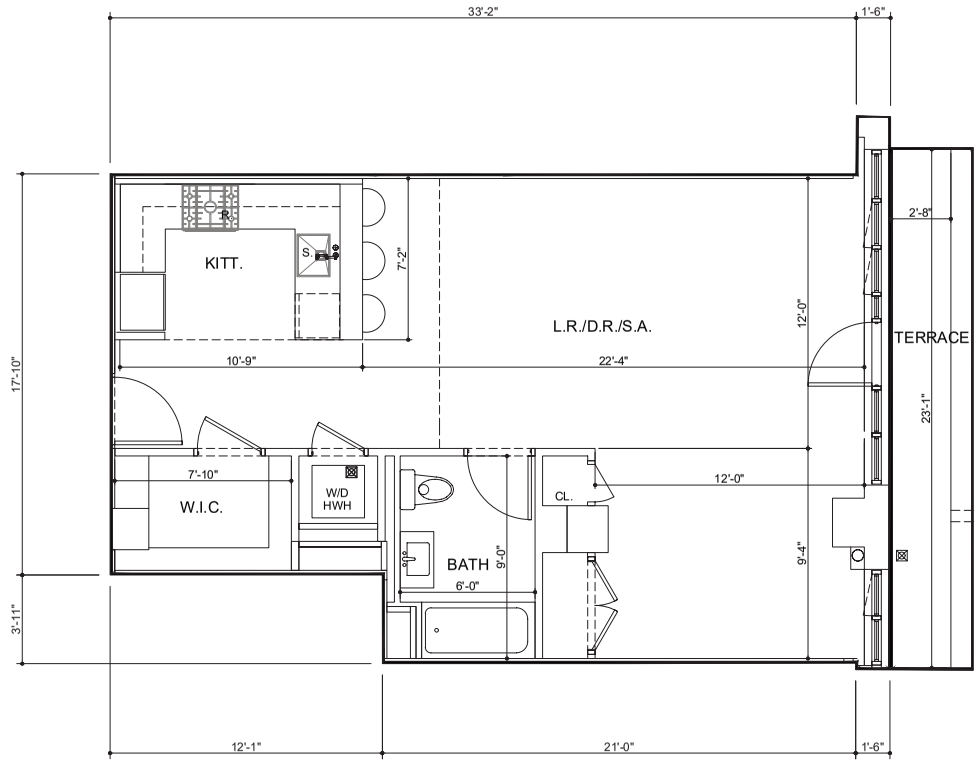
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

NINTH FLOOR
UNIT 9B

0 BED/ 1 BATH
AREA = 545 S.F.
EXTERIOR AREA = 75 S.F.

SCALE: 0' 8' 16' 24'



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.

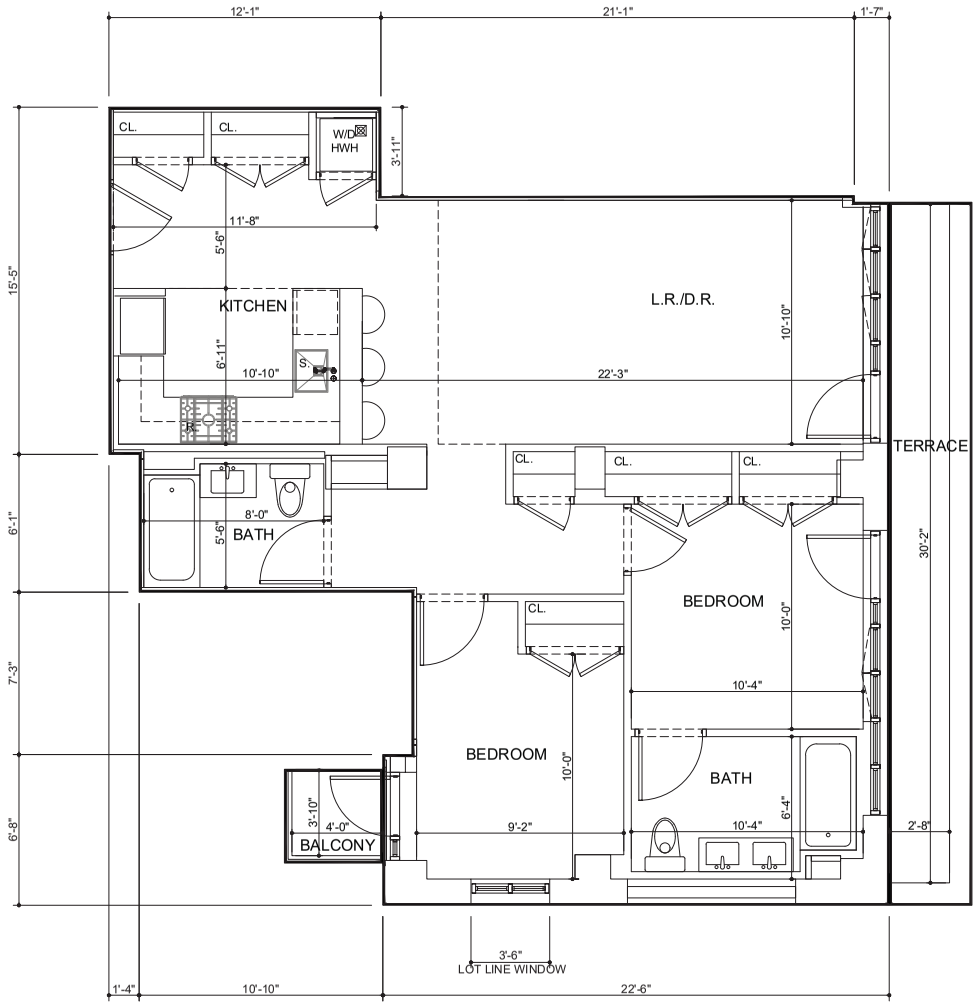
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

NINTH FLOOR
UNIT 9C

0 BED/ 1 BATH
AREA = 711 S.F.
EXTERIOR AREA = 85 S.F.

SCALE: 0' 8' 16' 24'



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.

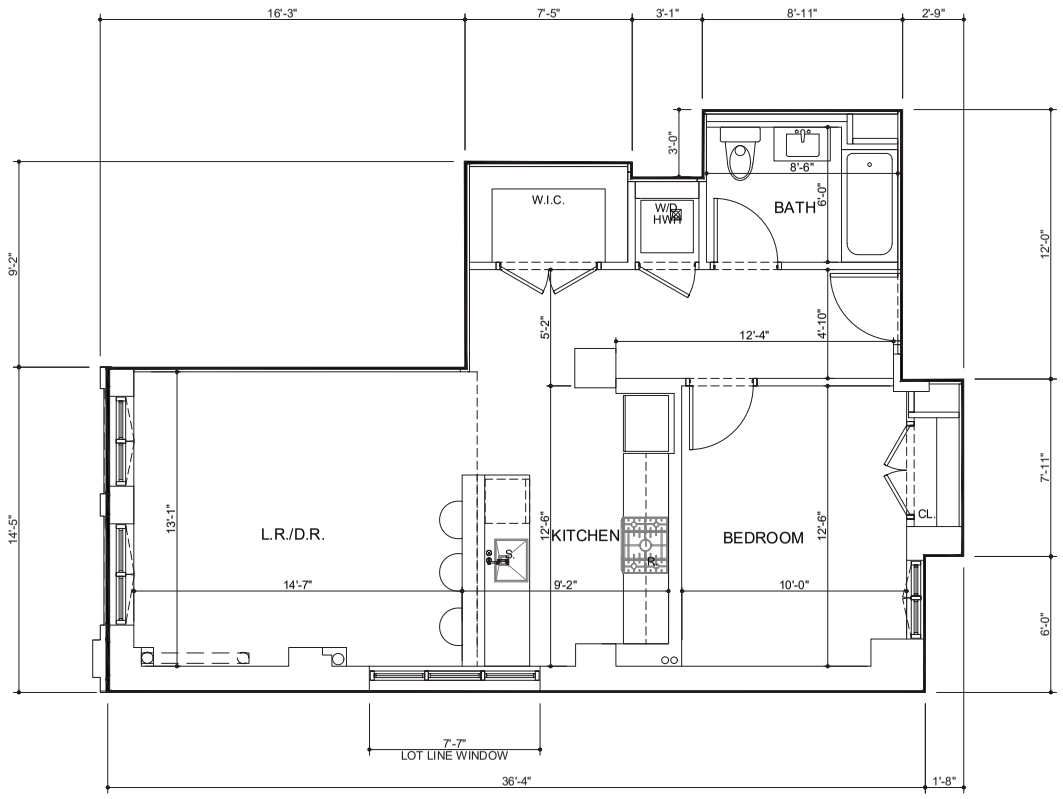
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

NINTH FLOOR
UNIT 9D

2 BED/ 2 BATH
AREA =954 S.F.
EXTERIOR AREA = 133 S.F.

SCALE: 0' 8' 16' 24'



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.

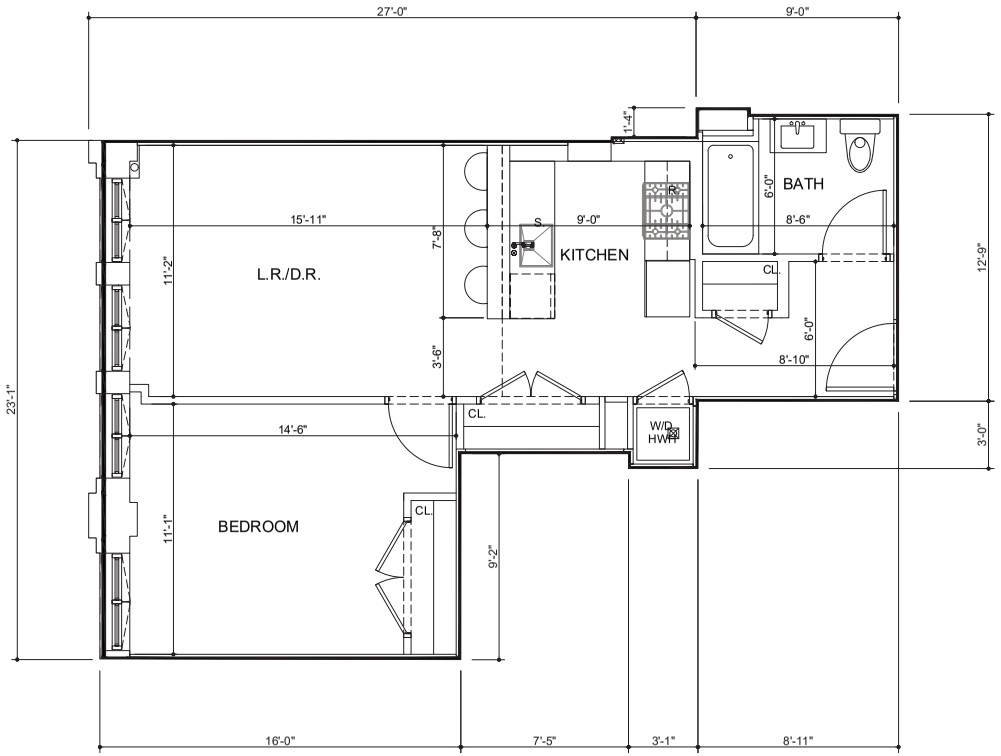
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

NINTH FLOOR
UNIT 9E

1 BED/ 1 BATH
AREA = 734 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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.

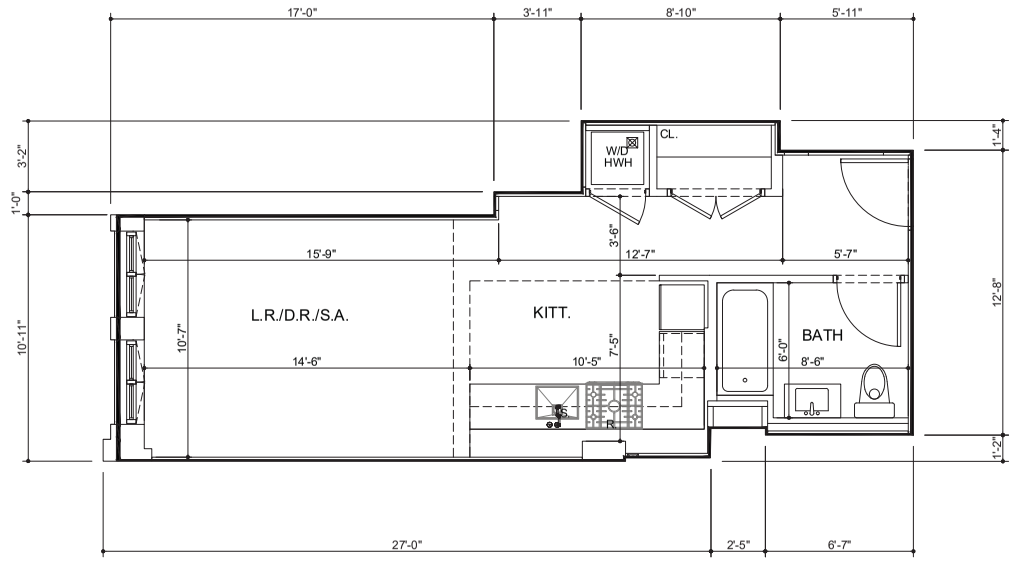
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

NINTH FLOOR
UNIT 9F

1 BED/ 1 BATH
AREA = 629 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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.

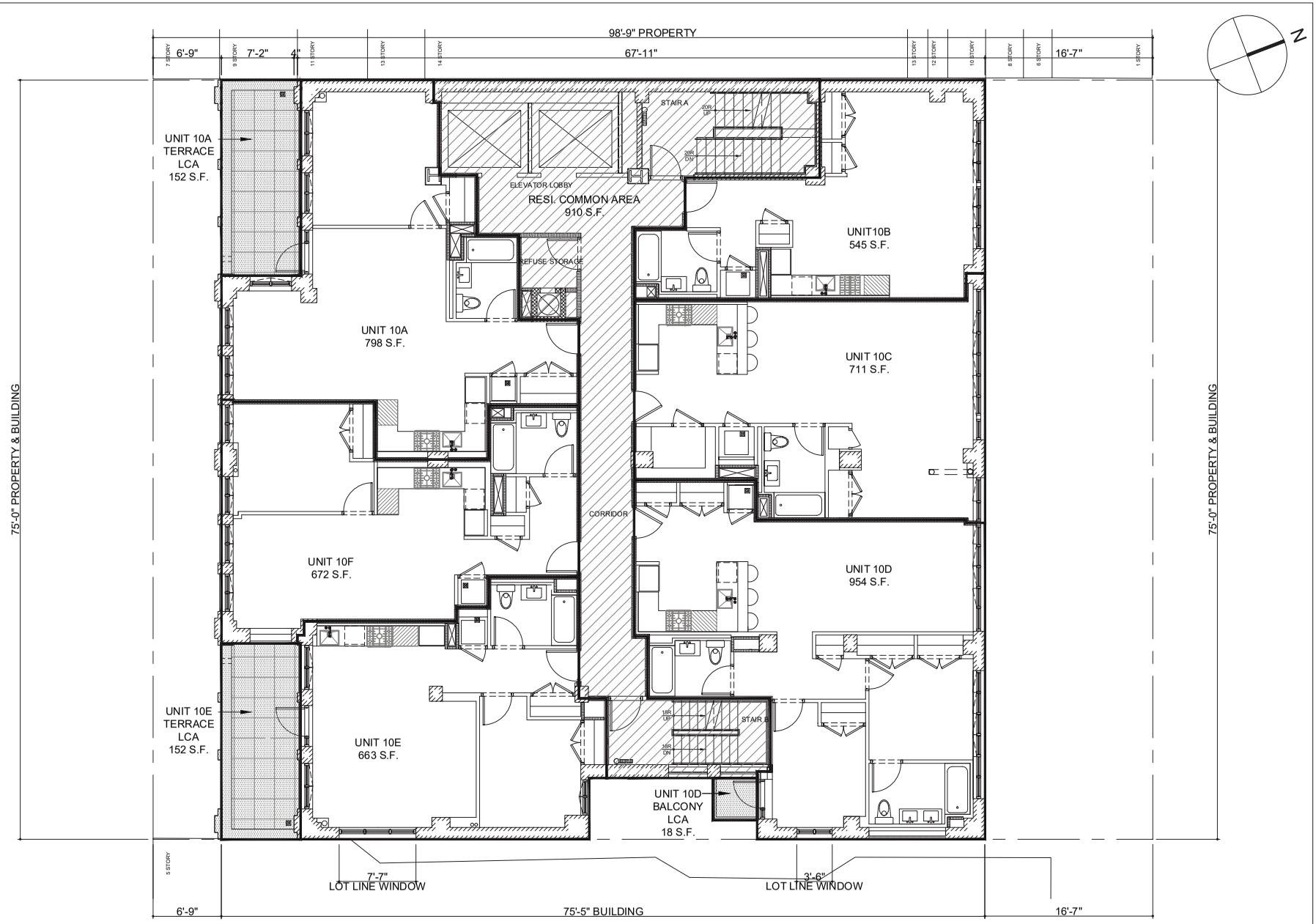
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

NINTH FLOOR
UNIT 9G

0 BED/ 1 BATH
AREA = 433 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

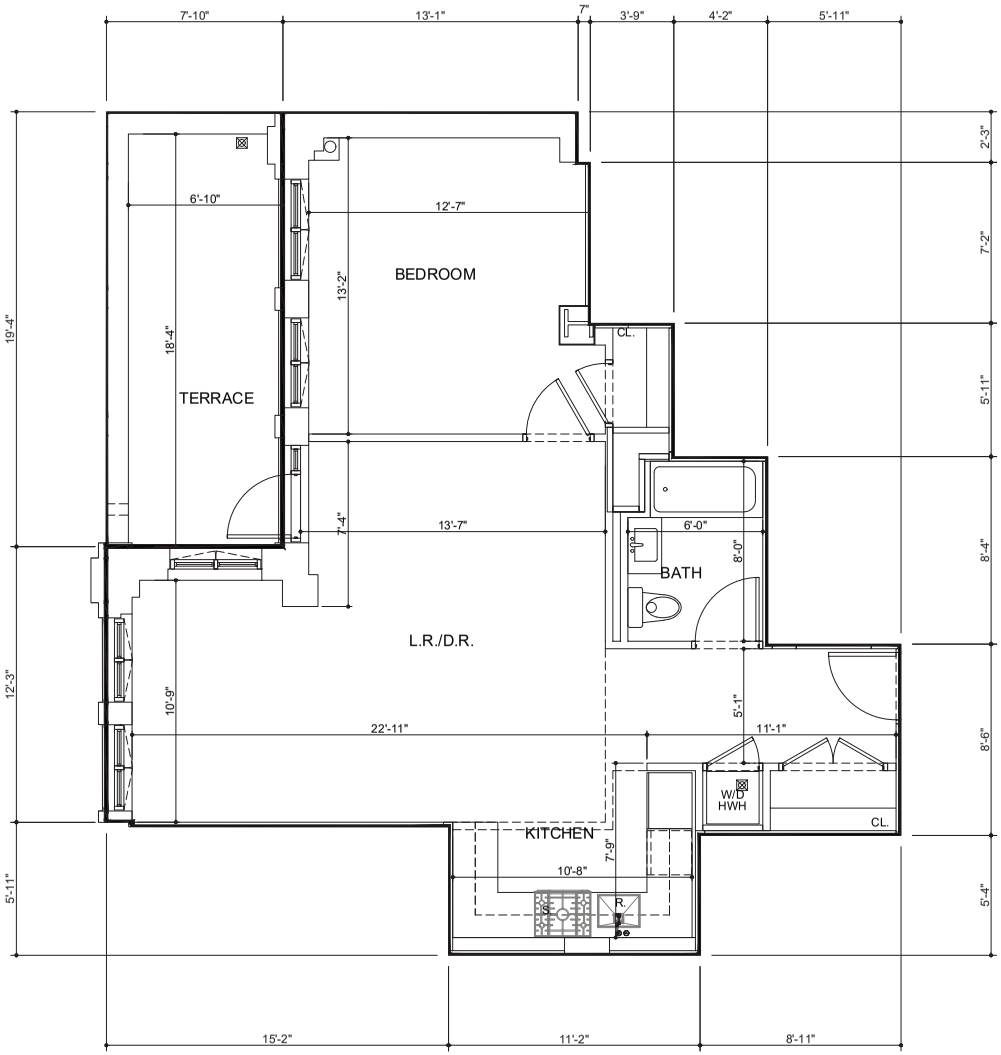
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TENTH FLOOR
GROSS AREA = 5252 SQ. FT.

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.

RESI. COMMON AREA = 910 S.F. RESI. LIMITED COMMON AREA = 322 S.F.

SCALE: 0' 8' 16' 24'



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.

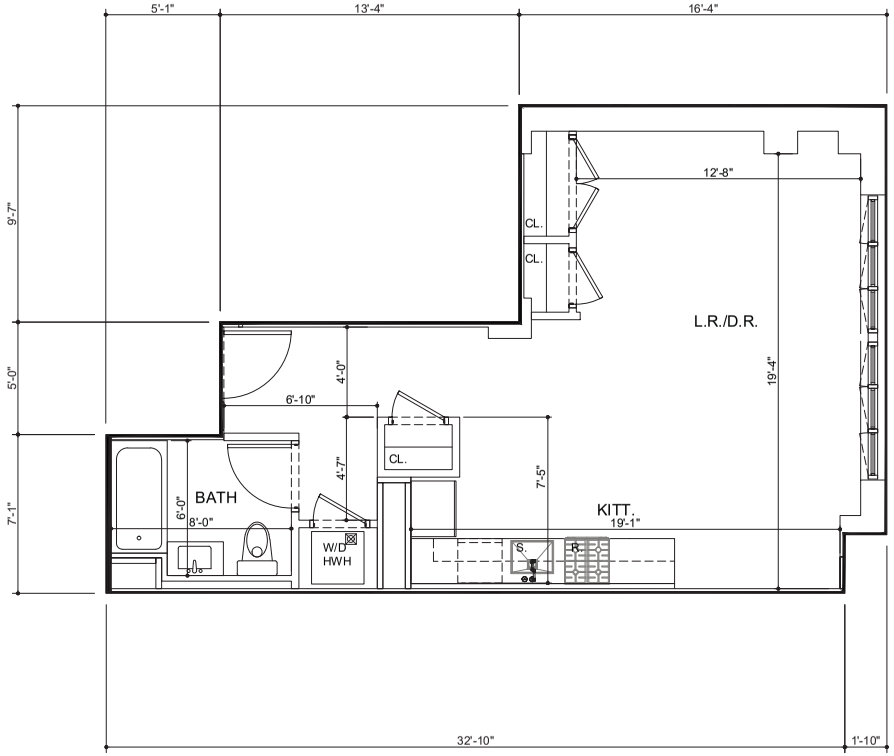
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TENTH FLOOR
UNIT 10A

1 BED/ 1 BATH
AREA = 798 S.F.
EXTERIOR AREA = 152 S.F.

SCALE: 0' 8' 16' 24'



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.

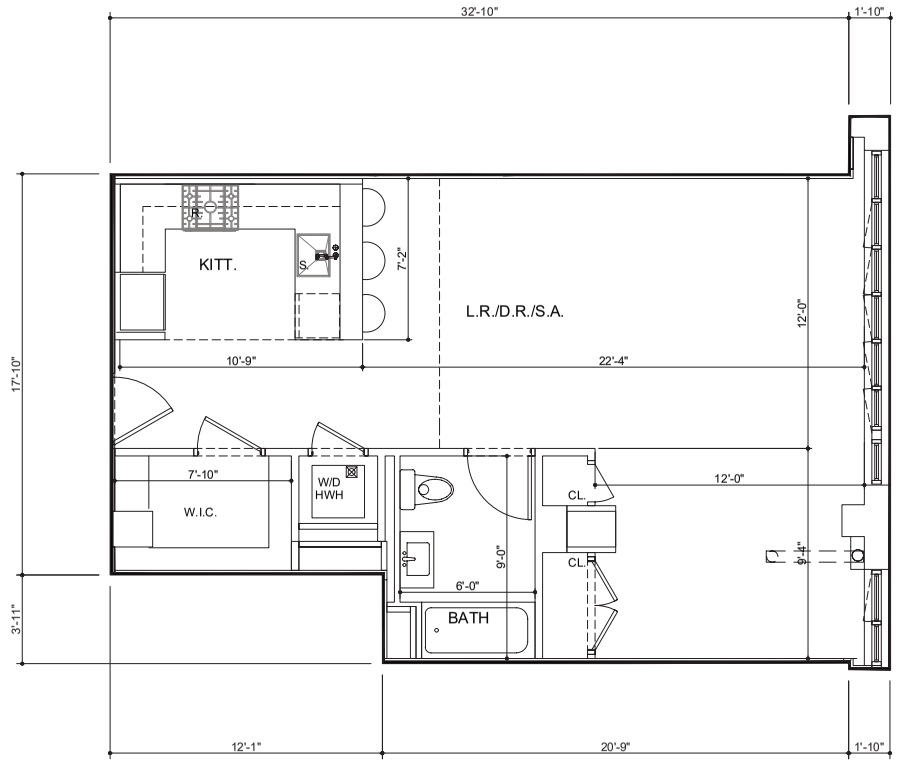
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TENTH FLOOR
UNIT 10B

0 BED/ 1 BATH
AREA = 545 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



N

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.

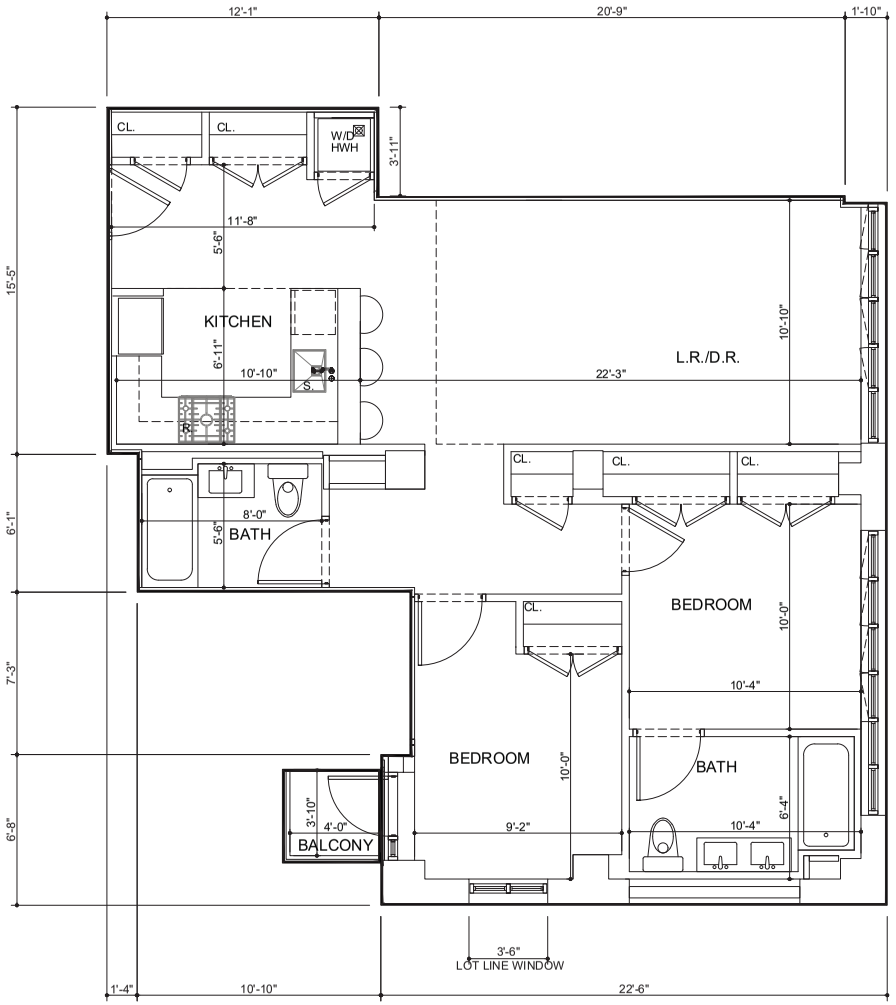
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TENTH FLOOR
UNIT 10C

0 BED/ 1 BATH
AREA = 711 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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.

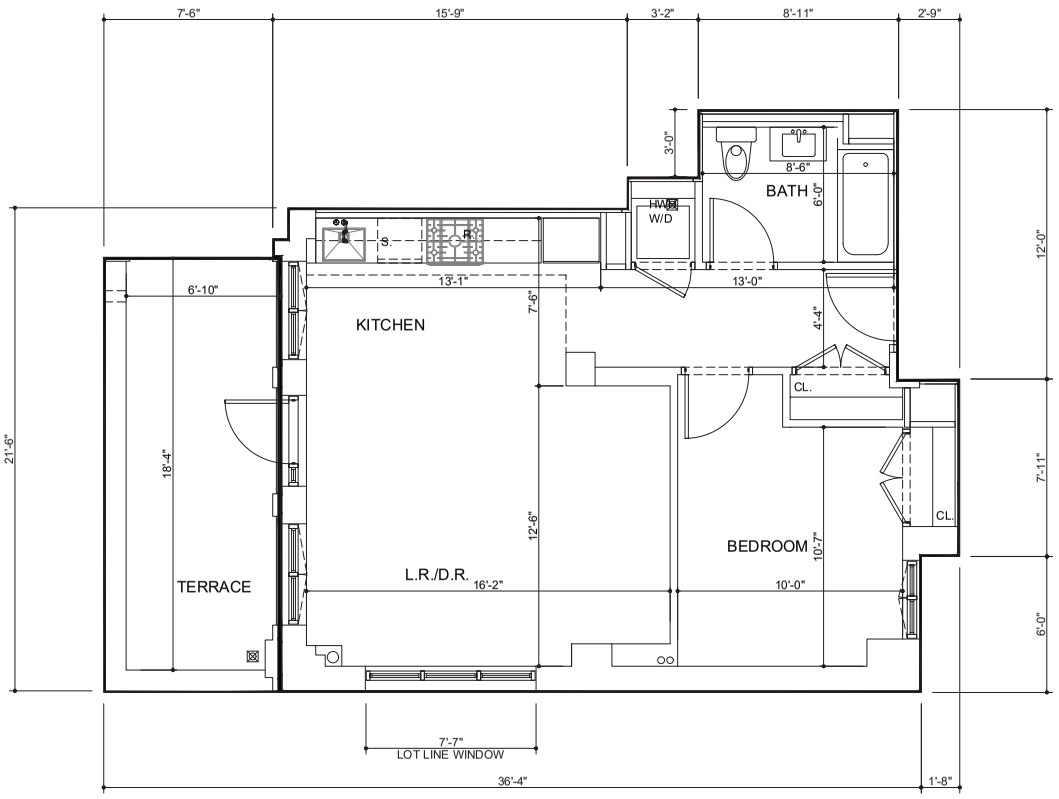
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TENTH FLOOR
UNIT 10D

2 BED/ 2 BATH
AREA =954 S.F.
EXTERIOR AREA = 18 S.F.

SCALE: 0' 8' 16' 24'



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.

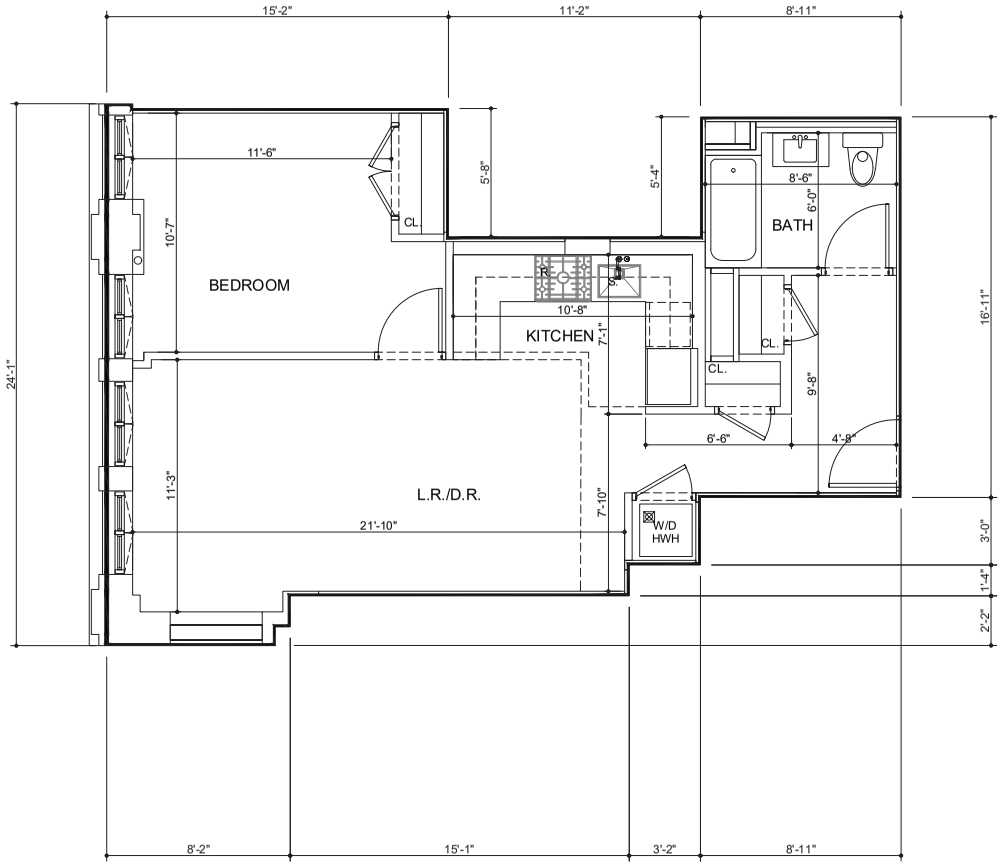
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TENTH FLOOR
UNIT 10E

1 BED/ 1 BATH
AREA = 663 S.F.
EXTERIOR AREA = 152 S.F.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
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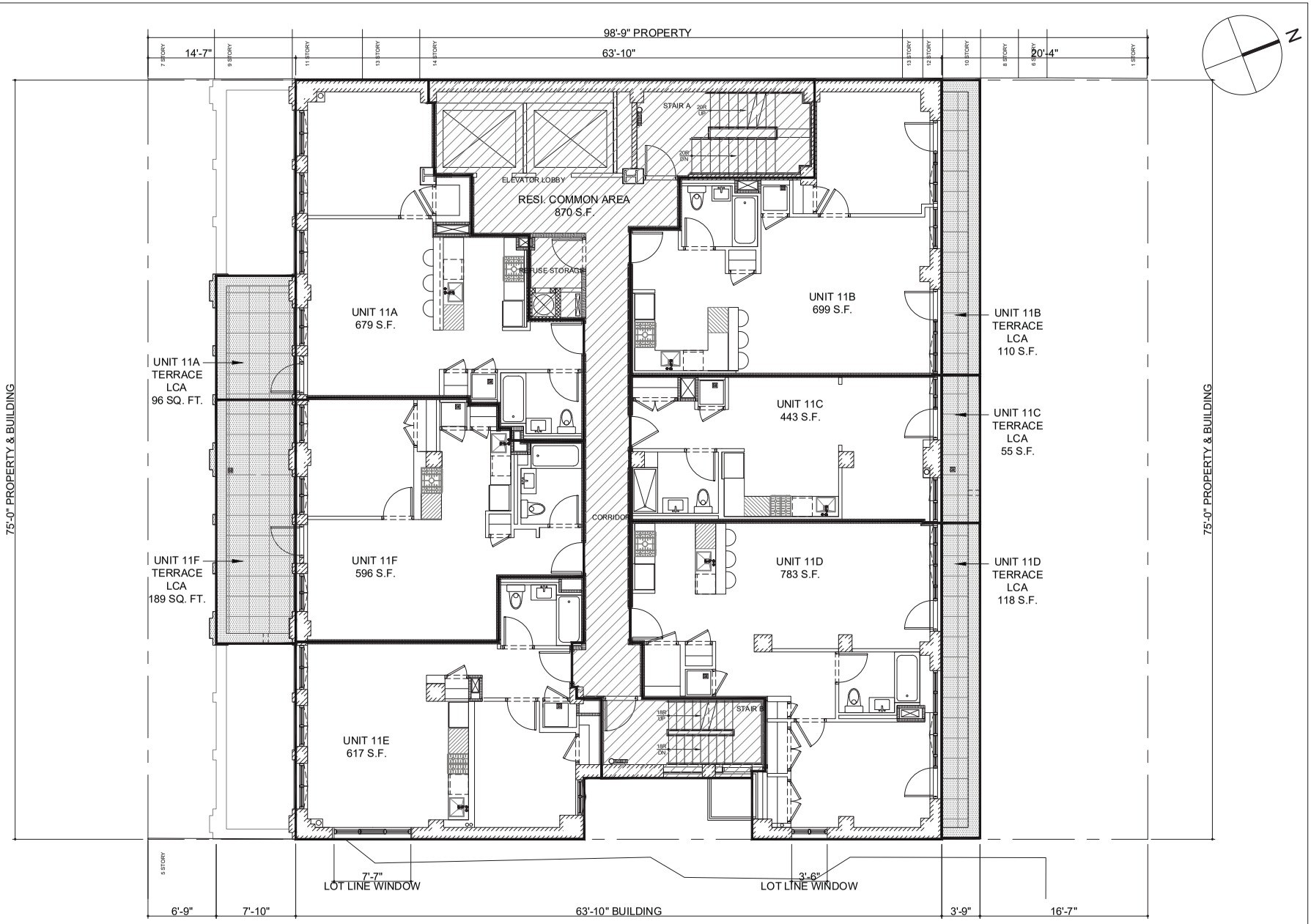
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TENTH FLOOR
UNIT 10F

1 BED/ 1 BATH
AREA = 672 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

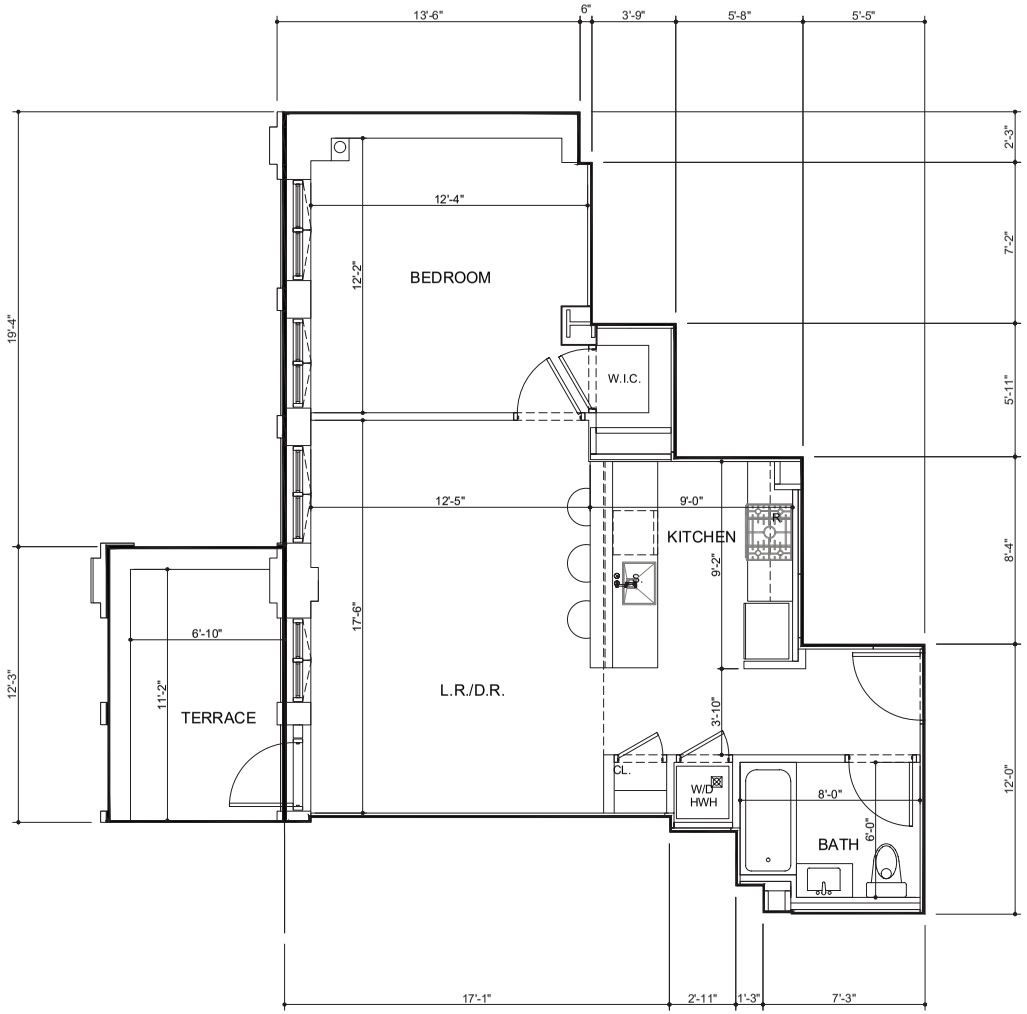
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

ELEVENTH FLOOR
ROSS AREA = 4687 SQ. FT.

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.

RESI. COMMON AREA = 870 S.F. RESI. LIMITED COMMON AREA = 568 S.F.

SCALE: 0' 8' 16' 24'



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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
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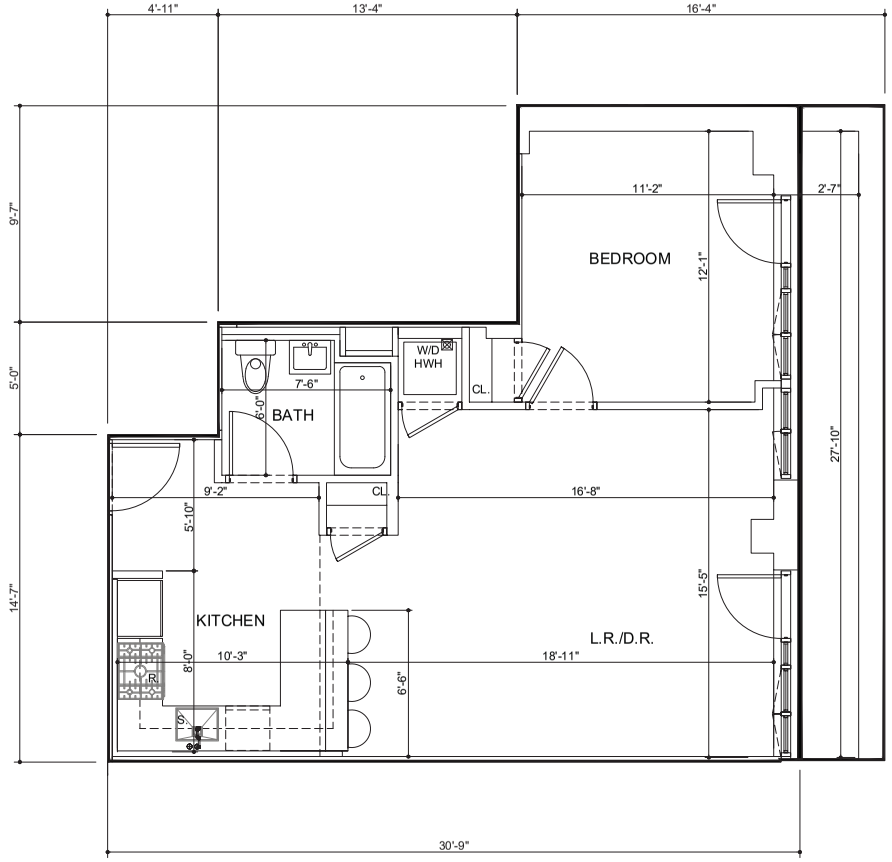
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

ELEVENTH FLOOR
UNIT 11A

1 BED/ 1 BATH
AREA = 679 S.F.
EXTERIOR AREA = 96 S.F.

SCALE: 0' 8' 16' 24'



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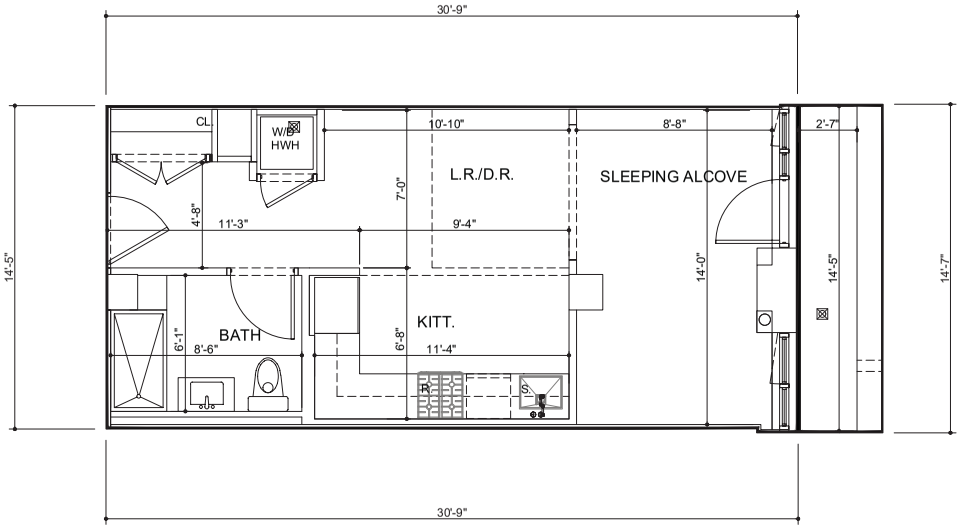
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

ELEVENTH FLOOR
UNIT 11B

1 BED/ 1 BATH
AREA = 699 S.F.
EXTERIOR AREA = 110 S.F.

SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

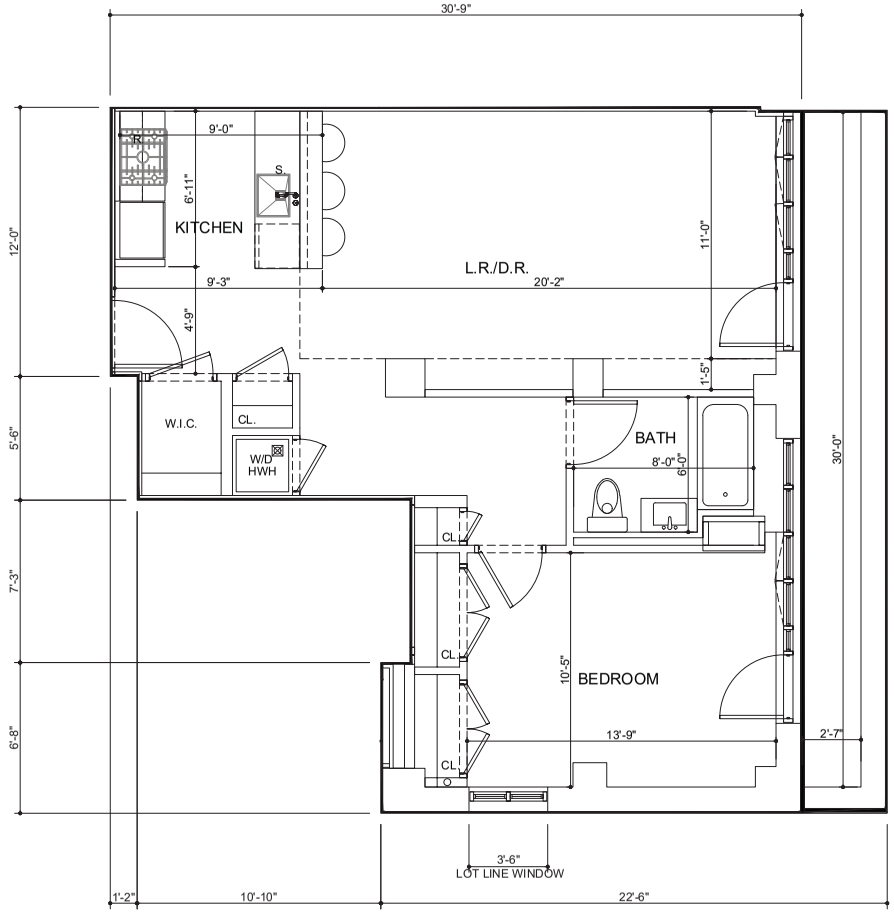
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

ELEVENTH FLOOR
UNIT 11C

0 BED/ 1 BATH
AREA = 443 S.F.
EXTERIOR AREA = 55 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.

SCALE: 0' 8' 16' 24'



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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
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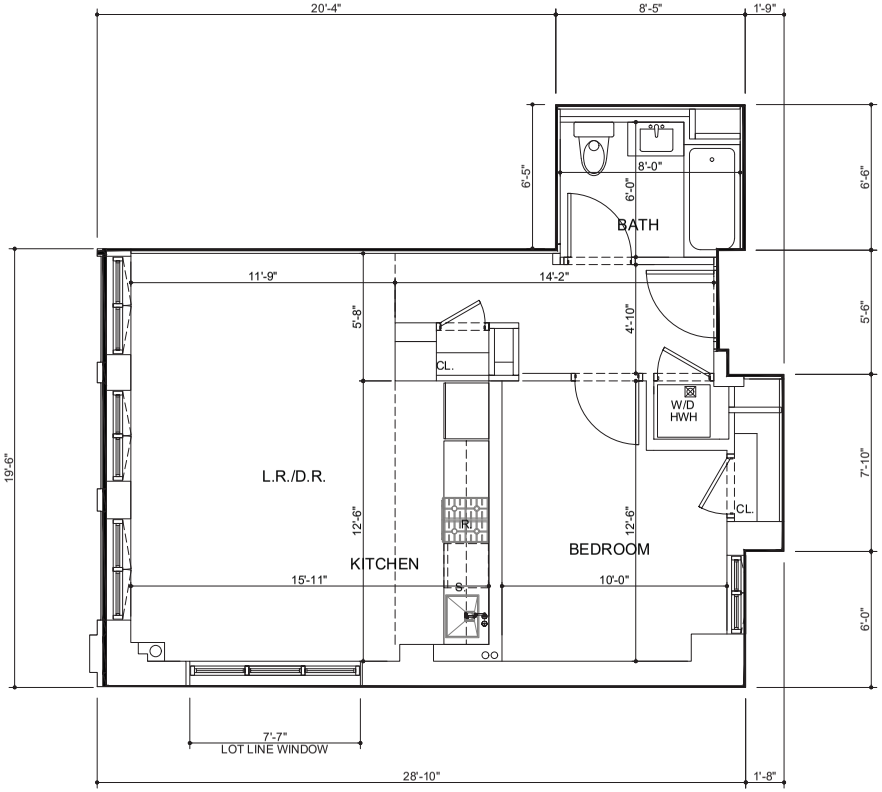
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

ELEVENTH FLOOR
UNIT 11D

1 BED/ 1 BATH
AREA =783 S.F.
EXTERIOR AREA = 118 S.F.

SCALE: 0' 8' 16' 24'



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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.

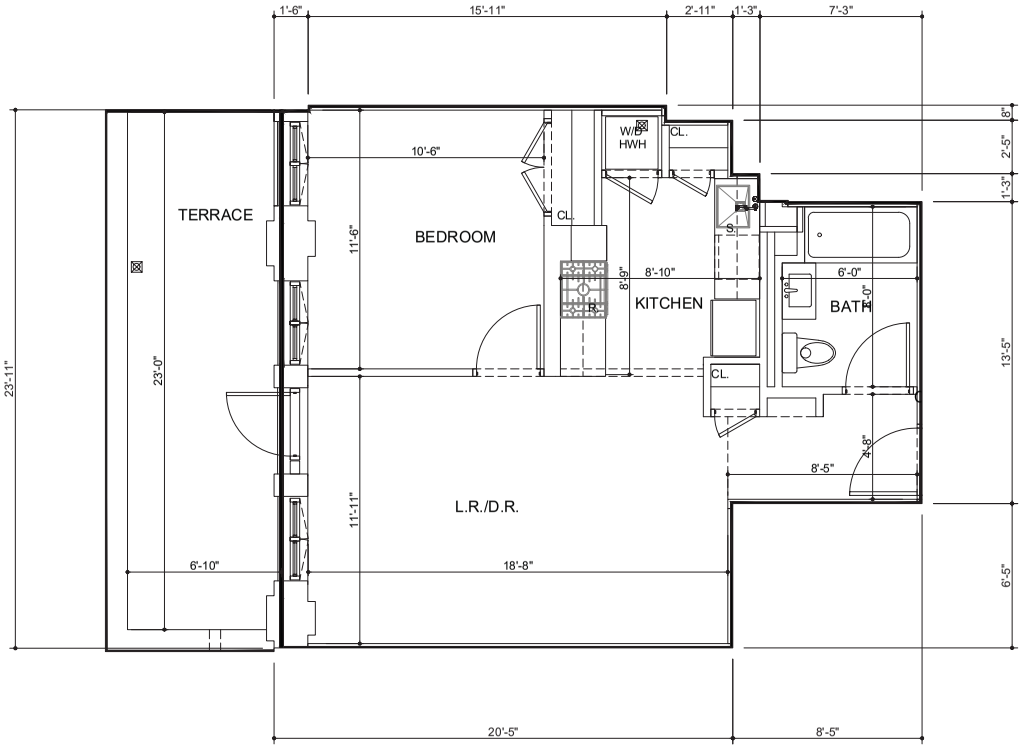
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

ELEVENTH FLOOR
UNIT 11E

1 BED/ 1 BATH
AREA = 617 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



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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.

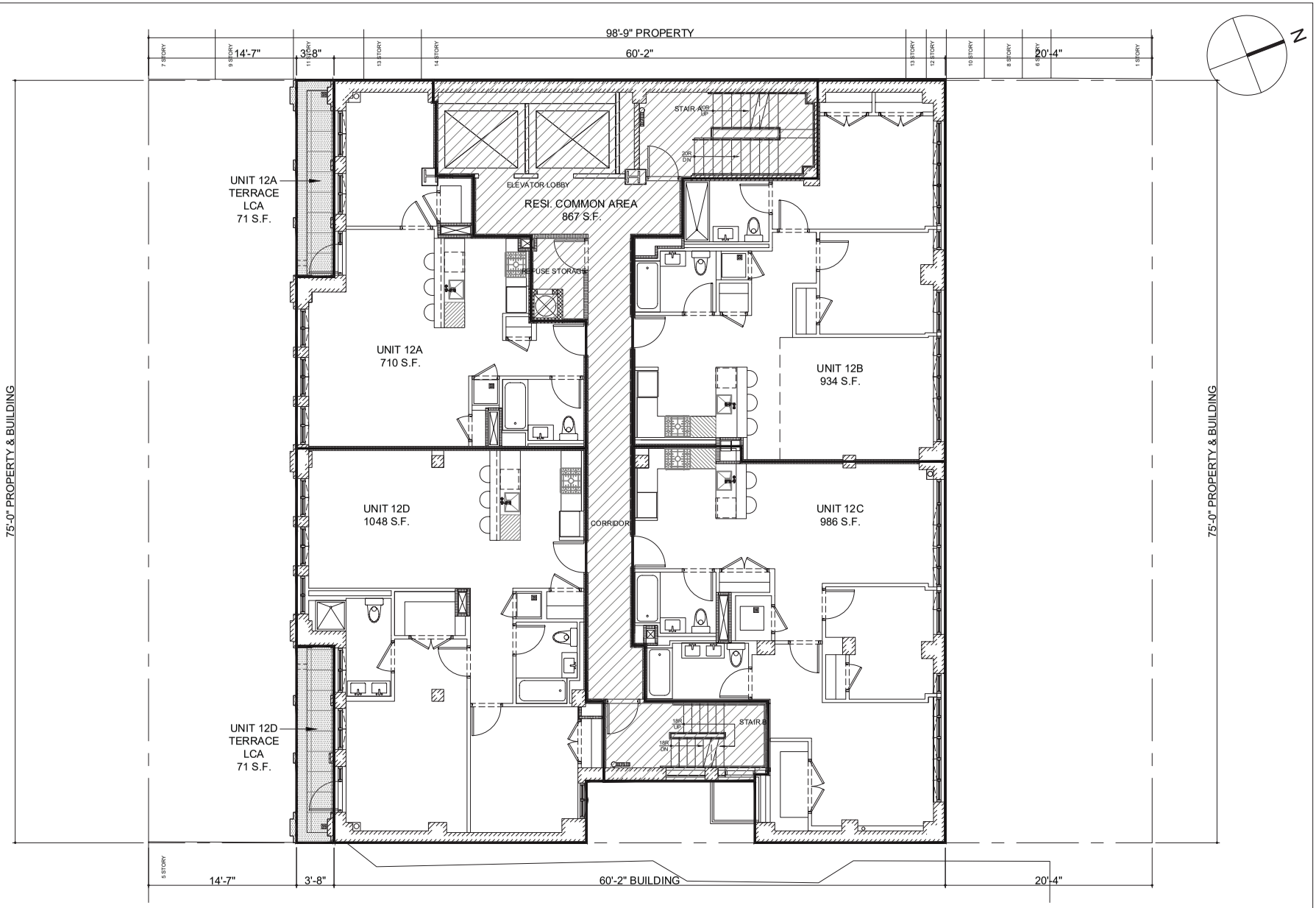
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

ELEVENTH FLOOR
UNIT 11F

1 BED/ 1 BATH
AREA = 596 S.F.
EXTERIOR AREA = 189 S.F.

SCALE: 0' 8' 16' 24'



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THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

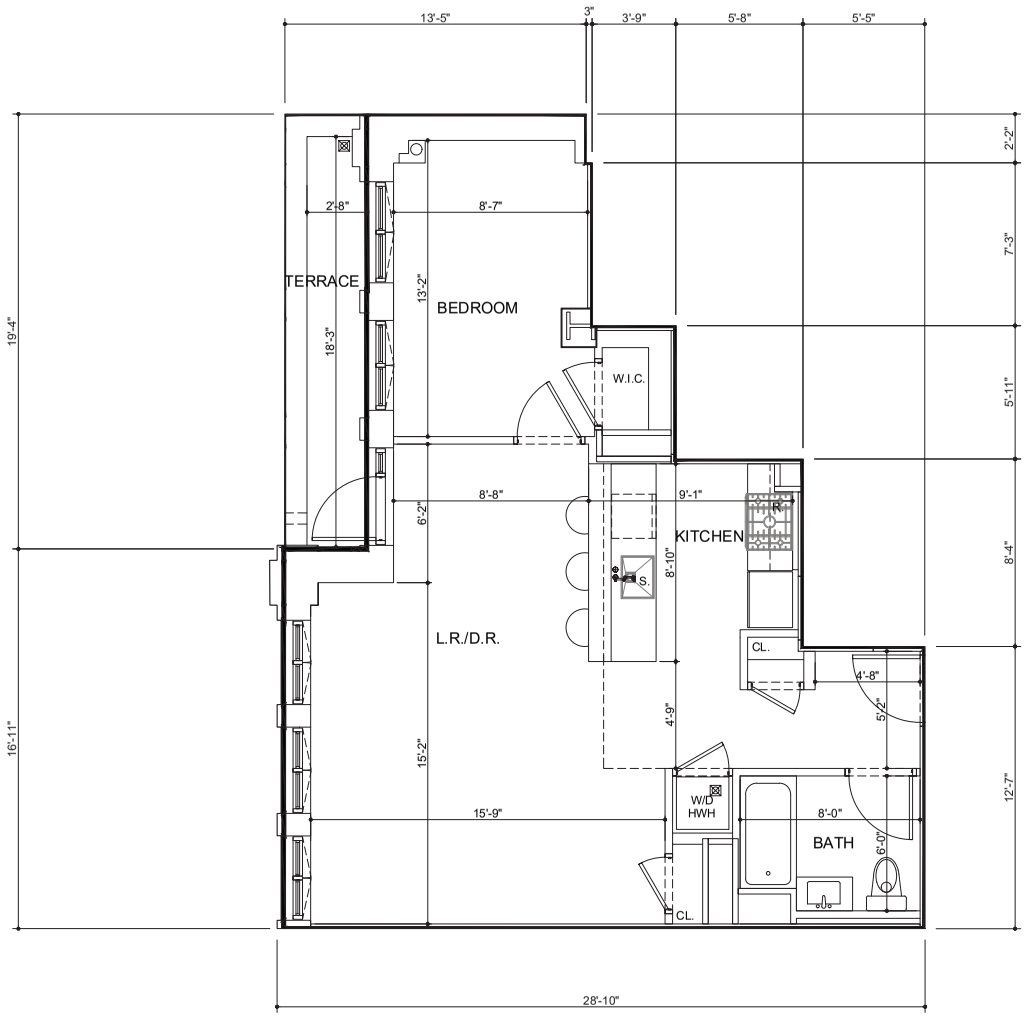
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TWELFTH FLOOR
ROSS AREA = 4545 SQ. FT.

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.

RESI. COMMON AREA = 867 S.F. RESI. LIMITED COMMON AREA = 142 S.F.

SCALE: 0' 8' 16' 24'



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

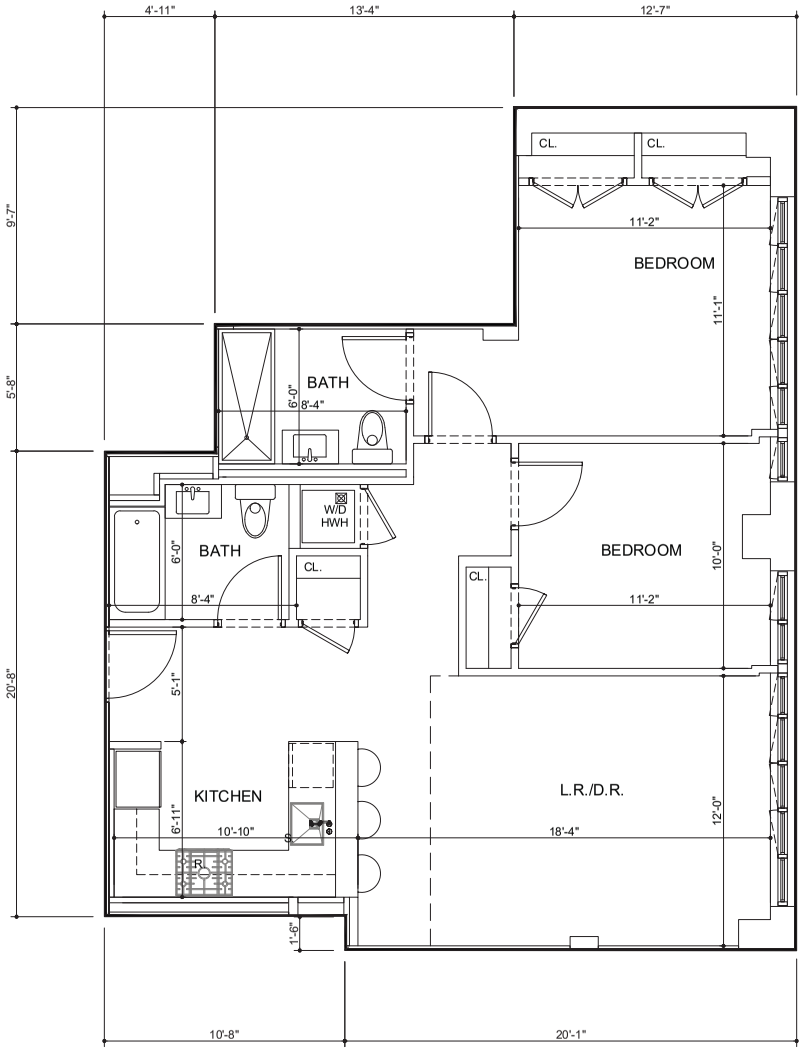
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TWELFTH FLOOR
UNIT 12A

1 BED/ 1 BATH
AREA = 710 S.F.
EXTERIOR AREA = 71 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.

SCALE: 0' 8' 16' 24'



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.

0' 8' 16' 24'

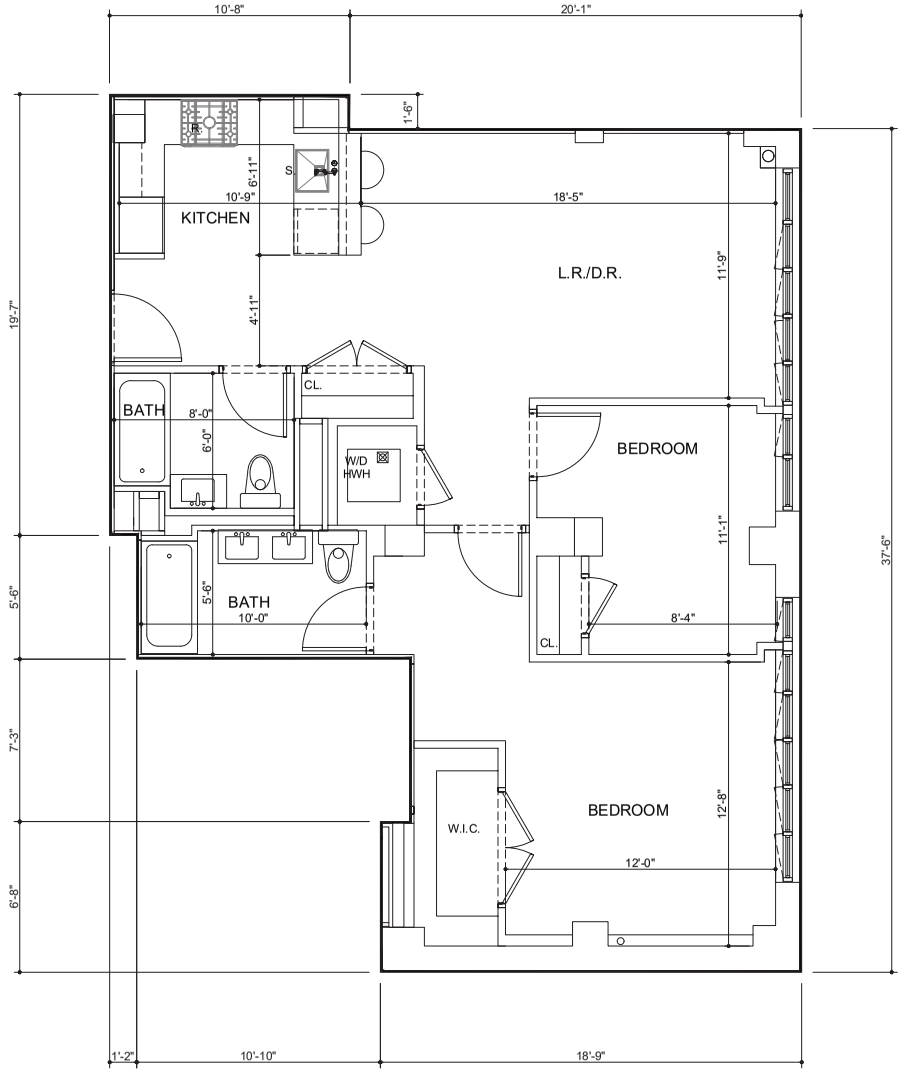
SCALE:

THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TWELFTH FLOOR
UNIT 12B

2 BED/ 2 BATH
AREA = 934 S.F.
EXTERIOR AREA = 0 S.F.



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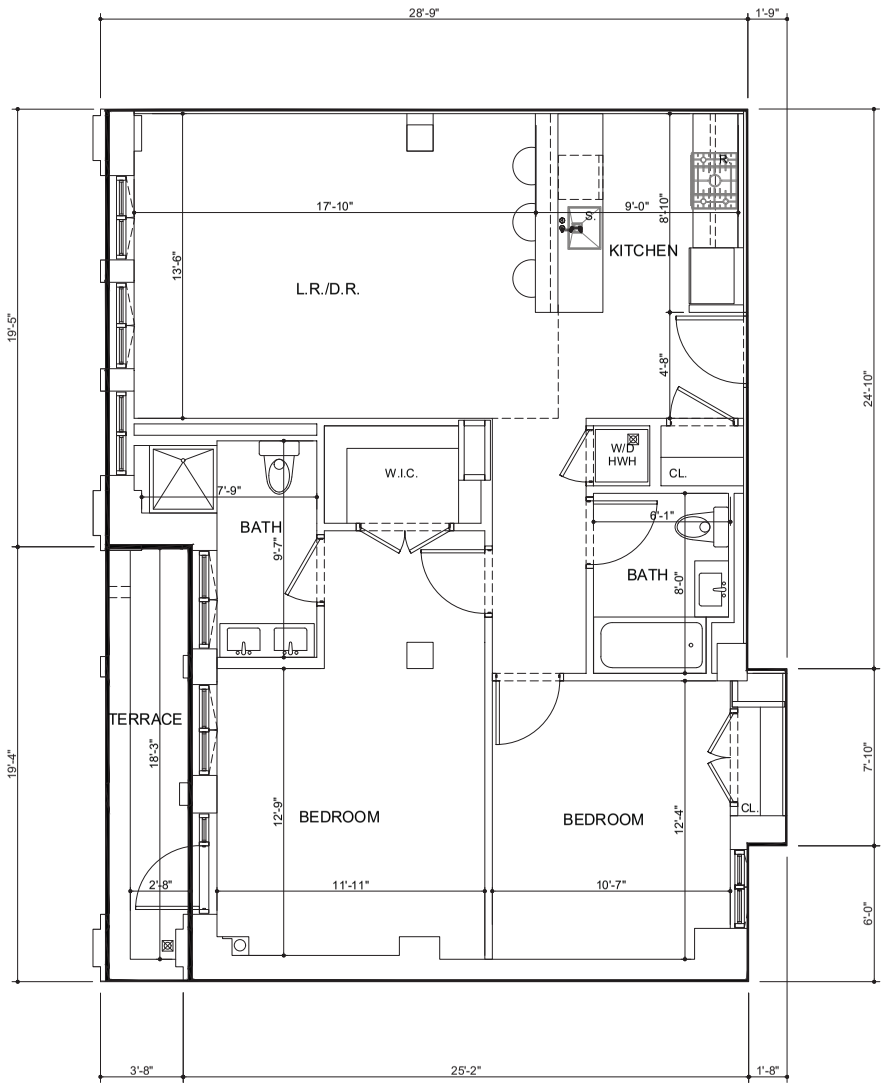
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TWELFTH FLOOR
UNIT 12C

2 BED/ 2 BATH
AREA = 986 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



N

383

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.

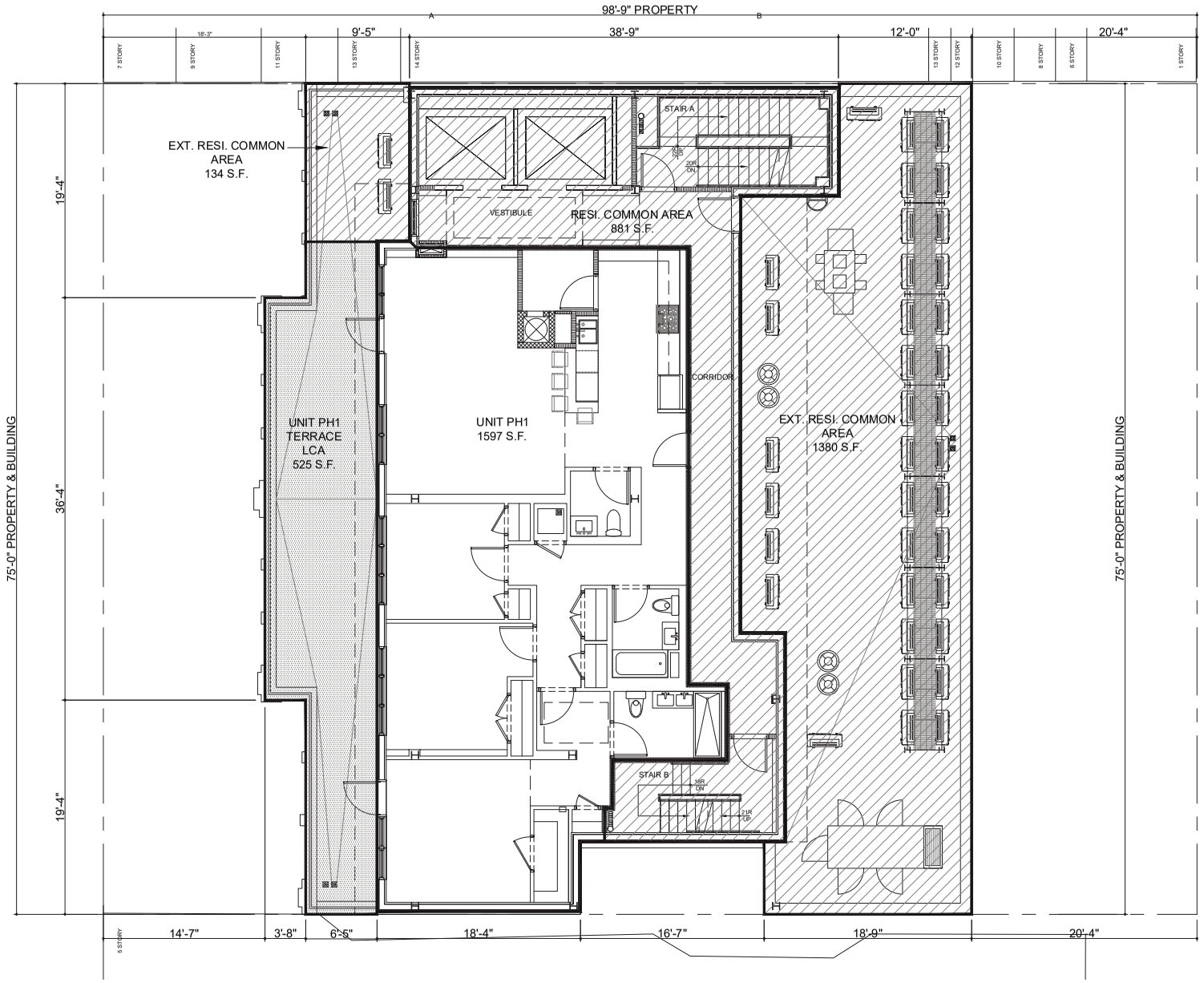
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

TWELFTH FLOOR
UNIT 12D

2 BED/ 2 BATH
AREA = 1048 S.F.
EXTERIOR AREA = 71 S.F.

SCALE: 0' 8' 16' 24'



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THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

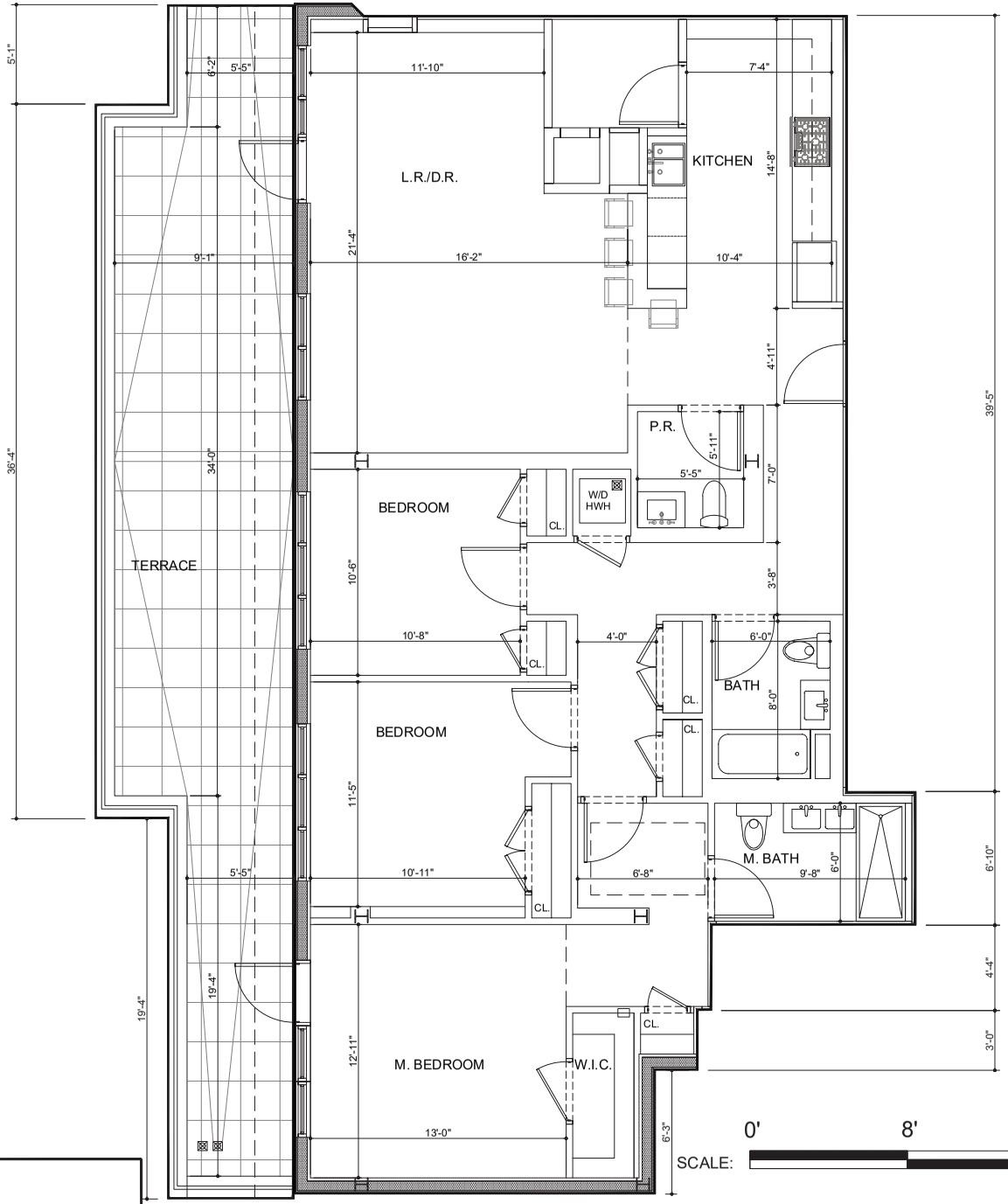
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

PENTHOUSE FLOOR
GROSS AREA = 2478 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.

RESI. COMMON AREA = 2395 S.F. RESI. LIMITED COMMON AREA = 525 S.F.

SCALE: 0' 8' 16' 24'



385

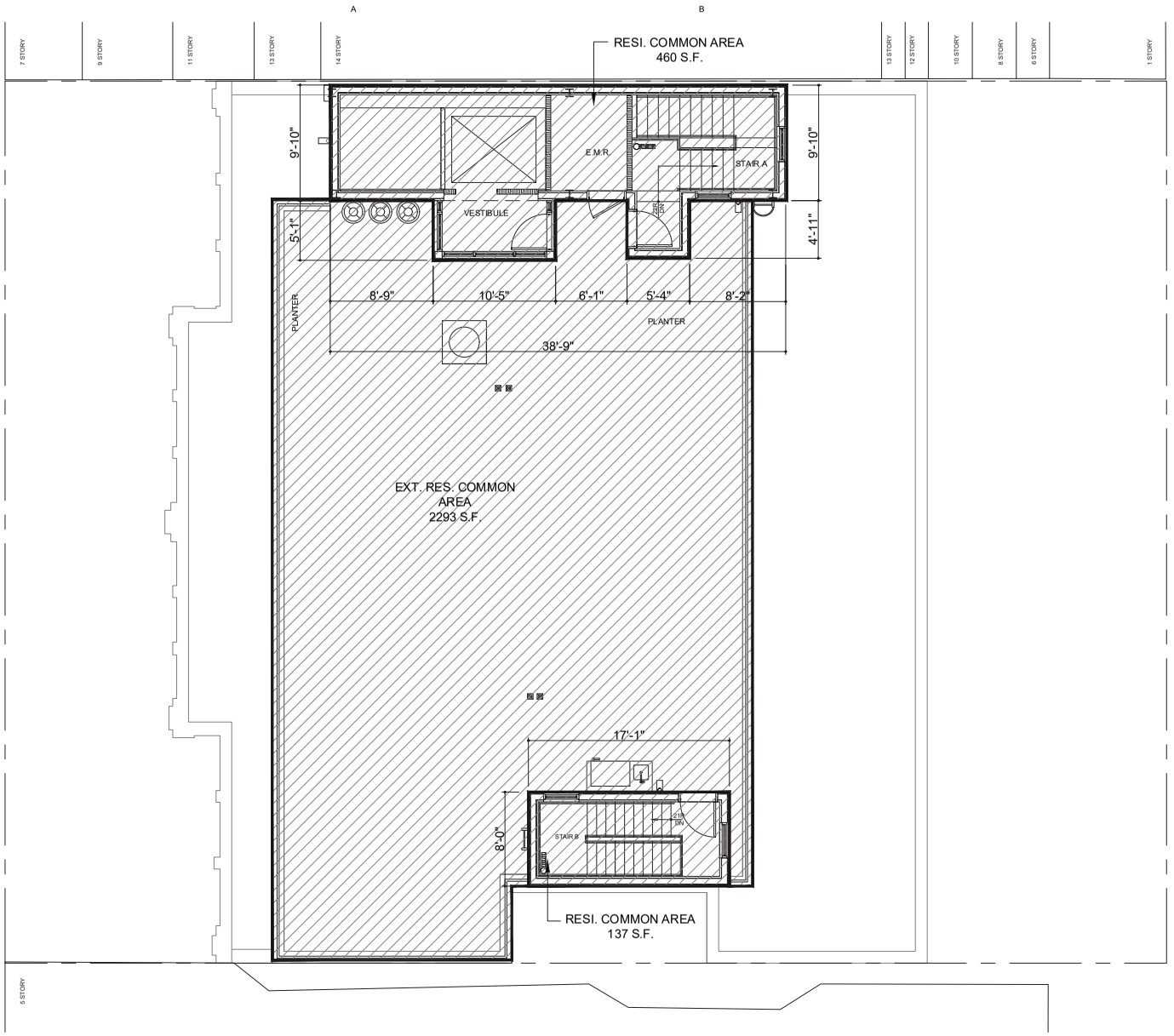
THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

PENTHOUSE FLOOR
UNIT PH1

3 BED/ 2.5 BATH
AREA = 1597 S.F.
EXTERIOR AREA = 525 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.



THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

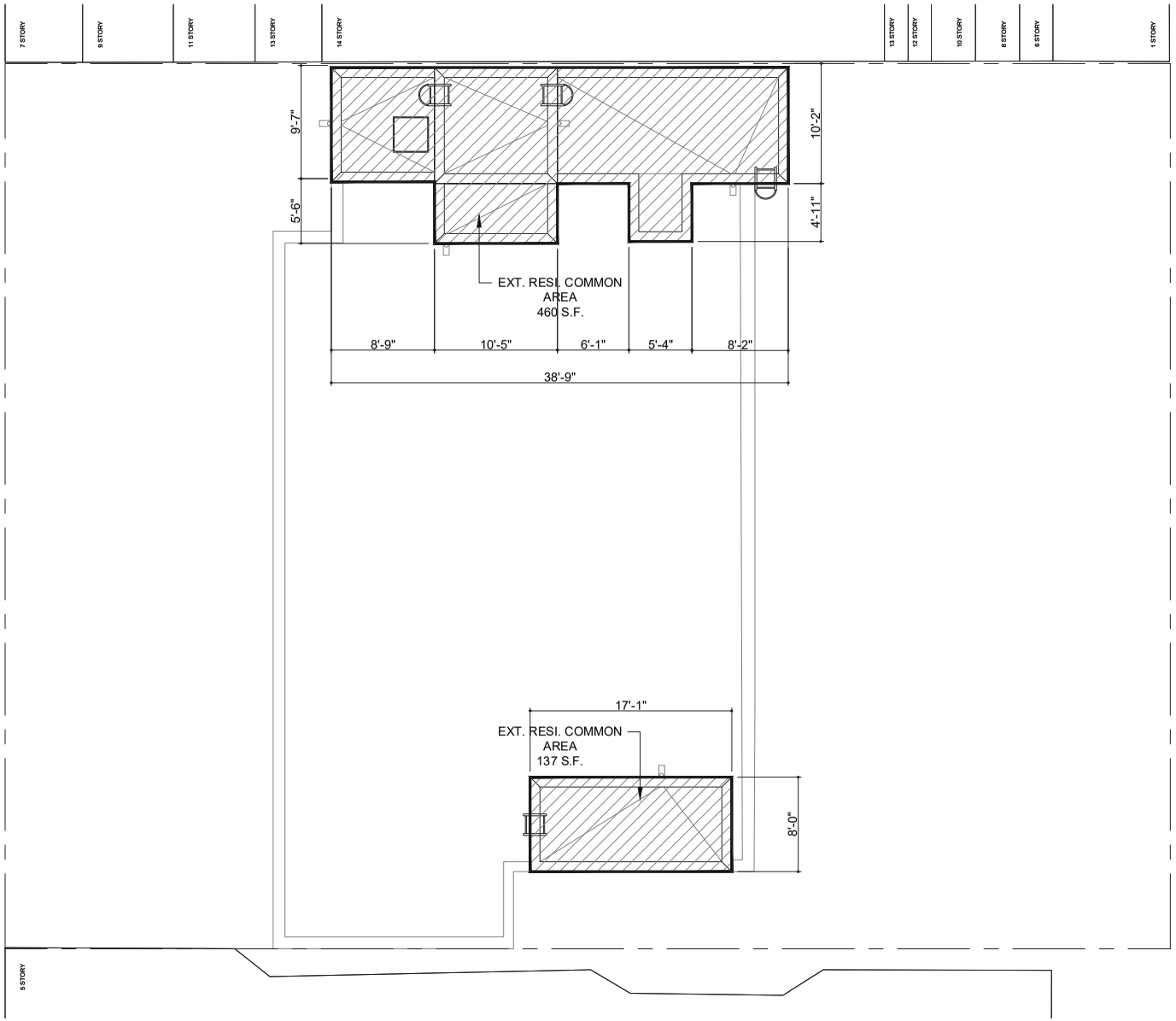
RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

ROOF
GROSS AREA = 597 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.

RESI. COMMON AREA = 2890 S.F. RESI. LIMITED COMMON AREA = 0 S.

SCALE: 0' 8' 16' 24'



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THE SOCIETY HOUSE CONDOMINIUM
335 WEST 35TH STREET,MANHATTAN, NY 10001

RALPH KOWALCZYK
ISSAC & STERN ARCHITECTS. DATE: MARCH 2019

BULKHEAD
GROSS AREA = 597 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.

RESI. COMMON AREA = 597 S.F.
RESI. LIMITED COMMON AREA = 0 S.F.

SCALE: 0' 8' 16' 24'

DECLARATION ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT 335 WEST 35TH STREET, IN THE BOROUGH OF MANHATTAN, 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: THE SOCIETY HOUSE CONDOMINIUM

DECLARANT:

NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC
250 LAFAYETTE STREET, 5TH FLOOR
NEW YORK, NY 10012

DATE OF DECLARATION: _____, 20___

The Land affected by the within instrument lies in Block 759, F/K/A Lot 18, N/K/A Lots _____ on the Tax Map of the Borough of Manhattan, County of New York, State of New York.

MARANS WEISZ & NEWMAN, LLC
Attorney(s) for Sponsor
29 Broadway Suite 2400
New York, New York 10006

DECLARATION OF THE SOCIETY HOUSE CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE
REAL PROPERTY LAW OF THE STATE OF NEW YORK

In the Borough of Manhattan, County of New York, and City and State of New York on this _____ day of _____ 20___, NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC (the "Owner" or the "Declarant"), limited liability companies existing under the laws of the State of New York, whose office is situated at 250 Lafayette Street, 5th Floor, New York, NY 10012 does hereby declare as follows:

ARTICLE 1 SUBMISSION OF PROPERTY

1.1. Submission of Property. Declarant hereby submits the Land and the Building (each as hereinafter defined), and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as the "The Society House Condominium" (the "Condominium").

1.2. The Land. Included in the Property described above is all Declarant's fee interest in 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, and more particularly described in Schedule A annexed hereto and made a part hereof.

1.3. Condominium By-Laws. Annexed to this Declaration as Schedule C and made a part hereof are the by-laws of the entire Condominium which shall govern the general operation, use and occupancy of the entire Condominium (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof and thereof, the "By-Laws").

1.4. Property Subject to Certain Development Rights. The Property is not subject to development rights or restrictions.

1.5. Development Rights. Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Declarant, but may be utilized by Declarant or any party acquiring the same from the Declarant and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, Declarant (including Declarant's successors, assignees, or designees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

Declarant or any entity to whom Declarant conveys Development Air Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Air Rights. Declarant or any entity to whom Declarant conveys the

Development Air Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Air Rights and shall execute any documents evidencing said consent as are reasonably requested by Declarant or any entity to whom Declarant conveys the Development Air Rights.

1.6. Defined Terms: Conflicting Provisions. All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the By-Laws. In the event of a conflict between: (i) the terms and provisions of this Declaration and the terms and provisions of the By-Laws, the terms and provisions of this Declaration shall in all events govern.

ARTICLE 2 DEFINITIONS

Affiliate: with respect to any person or entity, means a person or entity which directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with, such person or entity. For purposes hereof, the term "control" (including the related terms "controlled by" and "under common control with") mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity (whether through the ownership of voting securities or other ownership interest, by contract or otherwise); and the ownership, either directly or indirectly, of at least fifty-one percent (51%) of the legal or beneficial interest in such entity.

Board of Managers (also "Board"): The governing body of the Condominium initially comprised of three (3) managers appointed by Declarant.

Budget Allocations: The allocation of Common Expenses among the Unit Owners set forth in Schedule D to the Declaration.

Building: The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building). The name of the Building is The T.F. Chen Art Building.

By-Laws (including all amendments thereto): One of the documents governing the operation of the Condominium, the form of which is annexed hereto as Exhibit C.

City Register's Office: Office of the City Register of The City of New York.

Common Charges: Assessments payable to the Board of Managers by each Unit Owner for the purpose of meeting Common Expenses.

Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, including any reserve established in anticipation of the aforesaid costs and expenses.

Common Elements (also "General Common Elements"): The Land, all parts of the Building other

than the Units, including the foundation, roof and supports of the Building, and all areas or facilities for the common use of the Units and the Unit Owners.

Common Interest: The proportionate, undivided interest in fee simple absolute in the Common Elements pertaining to each Unit set forth in the Declaration. Such interest is expressed as a numerical percentage. The total of all Common Interest percentages pertaining to all Units equals 100%. The Common Interest of the Unit is the basis for determining, among other things, a Unit Owner's (a) proportionate share of the Common Expenses and (b) proportionate share of any distributions upon termination of the Condominium.

Condominium: The Units and Common Elements comprising the Property to be called The Society House Condominium.

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

Declarant: NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC, their successors, assigns, and/or designees, including any Persons designated as having the rights of Declarant by Declarant or a designee of Declarant. The words "Declarant" and "Sponsor" are used interchangeably in this Declaration.

Declaration (including all amendments thereto): The recorded instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may be amended from time to time, consistent with law and the By-Laws. The By-Laws, which govern the operation of the Condominium, are part of the Declaration.

Department of Buildings: The Department of Buildings of the City of New York.

Department of Law: The New York State Department of Law.

Insurance Trustee: A bank or trust company in the State of New York from time to time appointed to serve as such by the Board of Managers. The Sponsor Mortgagee shall serve as the initial Insurance Trustee for so long as Sponsor Mortgagee shall have a lien against one or more Unsold Units held by Declarant.

Licensee: A purchaser or holder of a license to Licensed Space.

License Fee: Fees payable to the Board of Managers by each licensee of Licensed Space.

Licensed Space: Any portion of Common Elements restricted in use and subject to exclusive license agreements such as (but not limited to) Storage Spaces.

Limited Common Elements: Those Common Elements for which a Unit Owner will have the exclusive right to use. Examples of Limited Common Elements are rear yards, terraces, and balconies accessed through particular Units.

Non-Residential Common Element: Those portions of the Common Elements intended to be devoted to the common use and enjoyment of the Non-Residential Unit Owners. Upon recording

of this Declaration, no Non-Residential Common Elements exist; a subdivision of the Non-Residential Unit may create Non-Residential Common Elements in the future.

Non-Residential Common Interest: The proportionate undivided interest, expressed as a numerical percentage, of each Non-Residential Unit Owner in the Common Elements. The total of all Non-Residential Common Interest percentages appurtenant to all Non-Residential Units equals to 100%.

Non-Residential Unit: Any Unit not designated for residential use in the Floor Plans such as (but not limited to) Community Facility Units or Commercial Units.

Non-Residential Unit Owner: An owner of a Non-Residential Unit.

Permitted Mortgage (also referred to as a "Registered Mortgage" if such Permitted Mortgage qualifies as a Registered Mortgage): A mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of the By-Laws, the Construction Loan, and/or any mezzanine finance loan or preferred equity loan provided to Sponsor and/or Declarant.

Permitted Mortgagee (also referred to as a "Registered Mortgagee" if such Permitted Mortgage qualifies as a Registered Mortgage): The holder of a Registered Mortgage and shall include, without limitation, banks, financial institutions, and/or other lenders such as the Construction Lender, its successors, assigns and/or affiliates, as well as any Sponsor Mortgagee.

Plans and Specifications (also referred to as "Plans"): The plans and specifications for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings and which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of this Declaration.

Property: The Land, the Building and other improvements thereon, and all easements, rights and appurtenances belonging thereto.

Registered Guarantor: A guarantor on a Permitted Mortgage who has registered with the Board of Managers by supplying the Board of Managers with the name and address of the guarantor.

Registered Mortgage: A mortgage held by a Registered Mortgagee.

Registered Mortgagee: A mortgagee that holds a mortgage on a Unit that has provided notice to the Board of Managers indicating they hold a mortgage on a Unit, which notice contains a copy of the mortgage along with the contact information for the mortgagee.

Residential Common Elements: Those portions of the Common Elements intended to be devoted to the common use and enjoyment of the Residential Unit Owners.

Residential Common Expenses: All costs and expenses to be incurred generally by Residential Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Common Elements; or (ii) the establishment and/or maintenance

of an operating reserve fund for working capital and replacements to the Residential Common Elements.

Residential Common Interest: The proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals to 100%.

Residential Unit: Any areas of the Building designated as such on the Floor Plans, and intended to be used for residential purposes, together with its percentage of Common Interest.

Residential Unit Owner: The owner of a Residential Unit.

Rules and Regulations: The rules and regulations of the Condominium made in accordance with the By-Laws. The rules and regulations, which will apply unless and until amended by the Board of Managers, are set forth as an addendum to the By-Laws.

Sponsor: The person, partnership, joint venture, corporation, company, trust, association or other entity which is offering the Units in this Condominium to the public at the given time in question.

Successor Sponsor: An affiliate of Sponsor, a designee or assignee of Sponsor, or a Purchaser of 10 units or 20 percent of the total number of Units in the Condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor.

Sponsor's Mortgagee (or "Sponsor's Registered Mortgagee"): Any Registered Mortgagee holding a Registered Mortgage encumbering Units owned by Sponsor and/or any other lender that has provided mezzanine financing or preferred equity financing to the Sponsor and/or Declarant. For the avoidance of doubt, the Construction Lender shall be deemed to be a Sponsor's Registered Mortgagee.

Storage Space: Any space designated as a Storage Spaces in the Floor Plans.

Tax Lot Drawings (also referred to as "Floor Plans"): Tax lot drawings filed simultaneously with the recording of this Declaration in the New York City Register's Office, which drawings set forth a description of the Building, and stating the number of stories, the number of Units and their layout, and the Common Elements, and any amendments thereto.

Unit: a part of the Property intended for any type of use or uses, and with an exit to a public street or highway or to Common Elements leading to a public street or highway, and may include such appurtenances as garage and other parking space, storage room, balcony, terrace and patio. Each Unit is designated by number, letter or combination thereof or other official designations conforming to the tax lot number designating the Unit in the Declaration and on the Floor Plans.

Unit Owner: An owner of any Unit. Two or more of such owners are collectively referred to as

"Unit Owners".

Unsold Units: Any Units owned by Sponsor or Successor Sponsor, other than any Unit purchased by and for the use of Sponsor, Affiliate of Sponsor, or its designee, until such time as the same have been sold.

ARTICLE 3 DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Declarant has renovated a building to be known as The T.F. Chen Art Building on the parcel of land described above, to be converted to a condominium known as The Society House Condominium according to Tax Lot Drawings filed simultaneously with the recording of this Declaration.

The Condominium will consist of one building containing a total of Sixty-Six (66) Residential Units, Thirty-One (31) Licensed Storage Spaces, and One (1) Non-Residential Unit, General Common Elements, Residential Common Elements, Non-Residential Common Elements, and the Limited Common Elements, all as set forth in the Tax Lot Drawings. The Building is built with concrete, brick, stone, wood, steel, and glass. Each Unit Owner will have fee ownership in, and exclusive right of occupancy and possession of each Unit, together with an undivided interest in the General Common Elements of the Condominium as set forth and defined in this Declaration, all in accordance with Article 9-B of the Real Property Law of the State of New York. The designations of what constitutes the Residential Units, Non-Residential Unit, General Common Elements, Residential Common Elements, Non-Residential Common Elements, and the Limited Common Elements may be changed by mutual consent of the Declarant and Unit Owners, and shall be reflected in an amendment to the Declaration.

The Condominium has a total land area of approximately 7,406 square feet, and the Building will contain approximately 136,982 gross square feet of floor area.

ARTICLE 4 DIMENSIONS OF UNITS

Each Unit is measured horizontally from the exterior side of exterior walls (columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions separating a Unit from public corridors, stairs, elevators, other mechanical equipment spaces or any Common Elements or Limited Common Elements not within a Unit. Each Unit is measured vertically from the top of the concrete floor slab below to the underside of the finished ceiling. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit.

ARTICLE 5 COMMON ELEMENTS

5.1. General Common Elements. The General Common Elements include those portions of the Building that are designated as "General Common Elements" or "Common Elements" on the Tax Lot Drawings, and to the extent not specifically identified as such, all other parts of the Property (other than those areas and items specifically identified as part of a Unit, a Residential Common Element or a Limited Common Element) the common use of which is necessary or convenient for

the existence, maintenance, operation or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the General Common Elements include:

(a) the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration);

(b) all sidewalks, fences, and landscaped areas benefiting any General Common Element, or not otherwise designated as a Residential Common Element or Limited Common Element, or a part of a Unit;

(c) all structural elements, foundations, foundation walls, footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs (but not flooring material), and ceilings and floors separating the Units from one another, and from exterior walls and facades (but not including windows);

(d) any ventilation system consisting of pumps, motors, ductwork, fans and controls, steam and condensate return piping, serving or benefiting all of the Units;

(e) all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, and transformers serving or benefiting any General Common Element, or all of the Units;

(f) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves) downspouts, and roof drainage systems, excluding, however, all such items located within a Unit and serving only that Unit;

(g) all electric service rooms, gas, steam and water meter rooms, telephone rooms, and other service, mechanical and utility rooms serving or benefiting any General Common Element, or all of the Units;

(h) all other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the General Common Elements, or all of the Units;

(i) enclosing walls and doors surrounding mechanical equipment;

(j) all utilities and mechanical and electrical transfers and equipment, and vaults for such utilities used for the General Common Elements, or all of the Units;

(k) portions of the Building housing equipment servicing all the Units and not allocated as a Residential or Limited Common Element;

(l) portions of the roof housing equipment servicing all the Units (but not including the equipment), or shown on the Tax Lot Drawings as General Common Elements, or not allocated to the Residential Common Elements; and

(m) whether or not specifically identified as part of the General Common Elements (or identified at all) on the Tax Lot Drawings, all other parts of the Property either existing for the common use of all of the Units, or that are necessary or convenient for the existence, maintenance, operation or safety of the Property.

5.2. Residential Common Elements. The Residential Common Elements consist of those portions of the property designated on the Tax Lot Drawings as Residential Common Elements, and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or benefit only the Residential Units or the Residential Unit Owners whether or not designated as Residential Common Elements (or designated at all) on the Tax Lot Drawings (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers, and those areas and items specifically identified as part of a Unit or a Limited Common Element). The Residential Common Elements include, without limitation, the following:

(a) entrances, exits, and lobby which exclusively serve or benefit the Residential Units;

(b) all stairs, stairways and fire stairways, halls, passages, corridors, storage rooms, housekeeping areas, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) which exclusively serve or benefit the Residential Units and are not part of any other Common Element or Unit;

(c) all security monitors and equipment and other security facilities, virtual doorman, or other low voltage system which serve or benefit only the Residential Units;

(d) all passenger elevators and elevator shafts and equipment which exclusively serve or benefit the Residential Units and are not part of any other Common Element or Unit;

(e) any landscaped areas of the Property, and any fences surrounding such area, which serve or benefit only the Residential Units or the Residential Unit Owners;

(f) all areas where plumbing, pipes, vents, flues and/or risers and equipment exclusively serving the Residential Units is located, but not including areas located within a Unit and all HVAC systems, pipes, flues, risers, vents and ducts, which are part of the Units they serve;

(g) any portions of the Building designated on the Tax Lot Drawings as Residential Common Elements; and

(h) whether or not specifically identified as part of the Residential Common Elements (or at all) on the Tax Lot Drawings, all other parts of the Property and all telecommunications equipment and all other systems, installations and facilities (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) and equipment on the Property (other than those areas and/or items specifically identified on the Tax Lot Drawings or herein as part of a Unit and/or to the General Common Elements) which serve or benefit or are necessary or convenient or existing for the common use, existence, maintenance, operation or safety of the Residential Units or the Residential Unit Owners.

5.3. Limited Common Elements. Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, windows, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

5.4 No Division of Common Elements. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law or elsewhere in the Declaration of By-Laws. Each Unit Owner shall have the right to use the Common Elements, other than such portion, if any, which are by the terms of this Declaration or the annexed By-Laws irrevocably restricted in use to other Unit Owners, in accordance with the purpose for which such elements are intended, without hindering the exercise of or encroaching upon the rights or other Unit Owners. The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with that Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE 6 USE OF UNITS AND COMMON ELEMENTS

6.1. Use of Residential Units. The Residential Units may only be used for residential purposes, home occupations to the extent permitted by law, and/or as a sales office by Declarant.

6.2. Use of Non-Residential Unit. Subject to compliance with all laws, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the By-Laws, a Non-Residential may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purpose.

6.2.1 No income derived from any use of a Non-Residential Unit will constitute income to the Board or any Unit Owner except the Non-Residential Unit Owner. The Non-Residential Unit Owner may lease or license all or any portion of its Unit to one or more lessees (or may permit occupants or permittees to use all or any portion of its Unit) so long as the uses thereof are legally permitted, and comply with this Declaration and the By-Laws.

6.2.2 A Non-Residential Unit Owner shall have the right to install and maintain signage, storefronts, and security devices upon the exterior of the Building, and to determine the content and nature of the signage, provided such signage relates solely to an occupant of the Unit or the sale or leasing of such Unit, and is consistent with the design and aesthetic of the Building façade without the consent of the Board of Managers. Any signage requires the written consent of Declarant for so long as Declarant owns a Unit.

6.2.3 Except to the extent inconsistent with the By-Laws or prohibited by Law, and unless there shall be a material adverse effect on the Residential Unit Owners, a Non-Residential Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (1) make

alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon their Non-Residential Unit; (2) change the layout or number of rooms in the Non-Residential Unit from time to time; (3) change the Non-Residential Unit, by subdividing the same, into any desired number of Units, combining any Units resulting from a subdivision, altering the boundary walls between the Non-Residential Unit, or otherwise; (4) designate all or part of a Non-Residential Unit as a newly created Non-Residential Common Element; (5) reapportion among the newly created Non-Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which shall be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the original Non-Residential Unit; and (6) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of the Non-Residential Unit Owner) to provide that such Non-Residential Unit may be used for any purpose which is lawful at the time that such amendment is made. The Non-Residential Unit Owner may not file an amendment to this Declaration with respect to the Non-Residential Unit authorized by this paragraph without notice to the Board of Managers, and any amendment that shall have a material impact on any Residential Unit or any other Non-Residential Unit shall require the consent of the Board of Managers.

6.3. Prohibited Uses of Units. The following uses are prohibited for any Unit; any use that in the reasonable judgment of the Board of Managers would impair or threaten the structural integrity of the Building or the life, health, safety, protection, or security of Unit Owners, tenants, or occupants of Units; any use that violates applicable laws; any use that results in, or in the reasonable judgment of the Board of Managers would result in, the cancellation or notice of cancellation of insurance maintained by the Board of Managers; any use that increases, or in the reasonable judgment of the Board of Managers would increase, the rate of insurance for the Property above the rate in effect at the date of recording the Declaration, unless the Unit Owner reasonable for such increase pays the additional premium therefor as a specially allocated expense; any use inconsistent with or in violation of its permitted use or in the reasonable judgment of the Board of Managers is an unreasonable and substantial annoyance or nuisance to a Unit Owner or tenant of a Unit or an unreasonable, substantial, and repeated interference with the peaceful possession or proper use and enjoyment of another Unit or the Common Elements for their intended or permitted purposes as stated in the Declaration and By-Laws; any use of the Common Elements causing or comprising waste; any use involving the storage, purchase, sale, disposal, or release or other disposition of any hazardous, toxic, or radioactive material, matter, substance, or waste that is or becomes regulated under applicable law (unless the products are properly used and stored in accordance with applicable law); any use of a Unit or any portion thereof by any international organization, unless such international organization waives its sovereign or diplomatic immunity in conformity with the terms of the Declaration; any change in use that would require a new or amended Certificate of Occupancy that would affect the permitted use of another Unit; or any of the following uses:

- an establishment of any type or nature which uses any portion of a Unit (i) to sell, afford, or permit on premises sexual stimulation or sexual liaisons; (ii) to permit or present obscene, nude, or semi-nude performances, modeling, or sexual services,

(iii) to sell or display "rubber goods" or other sexual or erotic products not commonly found in national chain pharmacies; or (iv) to sell, display, rent, or permit the viewing of "X" rated videos, photographs, books, products, or other material

- a facility for the sale of paraphernalia for the use of illicit drugs or controlled substances not commonly found in national chain pharmacies
- an office, clinic, or other facility for drug rehabilitation or treatment center
- a military recruitment office
- a homeless shelter, soup kitchen, or similar use
- any form of spiritualist services, such as a gypsy, fortune teller, palm reader, or card reader
- a laboratory or facility which creates or handles medical or toxic waste
- a funeral parlor, chapel, or facility for the sale or display of tombstones or monuments or other death-related business, including cremation or euthanasia
- a labor union
- a messenger service
- a warehousing or storage facility
- a dry cleaning or other laundry facility or any business that uses toxic chemicals in the normal course of business
- a dating or escort service
- an office or other facility for any local, state, or federal governmental agency
- any use of "barkers" or other similar outdoor solicitation
- a pawn shop
- an off-track betting parlor
- the sale or grooming of pets
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like
- a massage parlor

6.4. Use of the Common Elements. Except as otherwise provided herein or in the By-Laws, the Common Elements may be used only for the furnishing of services and facilities to the Unit Owners, their guests, invitees and licensees as permitted under this Declaration and the By-Laws, and for the other uses for which they are reasonably suited. Access to any General Common Elements on the roof is only permitted for the repair or maintenance of such areas, or to maintain or repair any equipment located in such areas. Subject to any easements (exclusive or otherwise) and/or rights of access or as otherwise provided in this Declaration, neither the Board of Managers nor any Unit Owner shall impede the exercise of or encroach upon the rights of Unit Owners or others claiming, by, through or under them, including but not limited to, the occupants of the Units and their respective invitees, to use the General Common Elements as permitted under this Declaration and the By-Laws. No furniture, packages or objects of any kind shall be placed in the General Common Elements such as lobbies, vestibules, public halls, stairways, or in the areas designated as storage areas without the prior consent of the Board of Managers. The lobbies, vestibules, public halls, and stairways shall be used only for ingress and egress from the Units.

6.4.1. A Non-Residential Unit Owner, its tenants, employees, agents, guests, invitees, and licensees are permitted to access the General Common Elements, but only for their intended

purposes. Furthermore, in no event shall any guest, invitee or licensee of a Non-Residential Unit Owner be permitted access any area designated as a Residential Common Element, a Limited Common Element or part of a Residential Unit. Any access to the Residential Common Elements, Limited Common Elements, or Residential Units by a Non-Residential Unit Owner, its tenants, or employees shall only be permitted pursuant to the terms of this Declaration and the By-Laws.

6.4.2. Subject to the consent of a Non-Residential Unit Owner, which shall not be unreasonably withheld, and provided it does not impede or encroach upon the rights of a Non-Residential Unit Owner, Declarant may place appropriate directional and identification signs on the exterior of the Building and signs relating to the marketing of Units for sale or lease by Declarant.

6.4.3 Licensed Space may only be used for their intended purpose and in no event may be used as a dwelling space or for the storage of toxic or combustible items. No materials which pose a health or safety threat, or which otherwise create a nuisance may be stored in Licensed Space. To do so may result in a violation placed against the Building by the Building Department that will be the obligation of the Licensee to remove. Each licensee shall be liable for all damage arising out of such Licensee's use or misuse of Licensed Space. Neither the Declarant, nor its respective agents or employees nor the Board of Managers or any of its members, officers or employees, shall be liable for any theft or damage to any property in the Licensed Space. No Licensee may make any alteration, addition, improvement, or repair in or to Licensed Space without the prior approval of the Board of Managers.

6.4.3.1. Declarant is the initial Licensee of each Licensed Space; such licenses shall be perpetual unless otherwise terminated under Section 9.9 of the By-Laws. Declarant may use any Licensed Space in any manner permitted by applicable laws and Declarant may lease or license the same to Purchasers or otherwise without the consent of the Board of Managers. Declarant may sell and assign their license to each Licensed Space without the consent of the Board of Managers without restrictions; any agreement between the Declarant and a purchaser and/or assignee of a license shall serve as the license agreement between the Board of Managers as licensor and the purchaser and/or assignee as licensee. Declarant may abandon and terminate a license upon ten (10) days' notice to the Board; Declarant will not be required to pay any License Fee after abandoning and terminating a license and the Board will be authorized to locate a replacement Licensee, issue or sell a new license, and charge License Fees to the new Licensee.

6.4.3.2. Licensee shall provide ten (10) day's written notice to Licensor upon the sale and assignment of the license.

6.5. Violation of Use Restrictions. Each Unit Owner shall be responsible for any violations, fines, and fees imposed as a result of such Unit Owner's failure to comply with the terms of this Article with respect to the use of the Units, and shall indemnify and hold harmless the Condominium, the Board of Managers and all other Unit Owners against any claim or costs in connection with such failure.

6.6. Nuisance. No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall

be made of the Property or any portion thereof. All applicable laws relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owner(s) shall have such obligation pursuant to the Declaration and the By-Laws to maintain or repair such portion of the Property.

6.7. Prohibited Acts. Unit Owners may not take any of the following actions without the prior written consent of the Board: (i) take any action which would materially diminish the visibility or prominence of another Unit or any signage installed by another Unit Owner in accordance with the terms of this Declaration, or (ii) use or conduct any activities on the sidewalks appurtenant to the Property that materially adversely affects another Unit Owner, except as otherwise permitted by this Declaration and/or the By-Laws.

ARTICLE 7 CHANGES TO THE UNITS

7.1. General.

7.1.1. Any alterations or changes to the Building or the Units other than those changes set forth in the Tax Lot Drawings and the Plans ("Alterations") shall be subject to the restrictions set forth in this Declaration and the By-Laws. All work must be performed pursuant to applicable law, and by licensed and insured contractors. A Non-Residential Unit Owner shall have the right to veto any proposed Alteration that would have a material and adverse effect on their Non-Residential Unit. The Residential Board Members shall have the right to veto any proposed Alteration that would have a material and adverse effect on the Residential Units or the Residential Common Elements. The Board of Managers shall have the right to veto any Alteration that materially and adversely affects any structural elements of the Building, any Building systems that serve other Units, or the Common Elements.

7.1.2. Any Alterations to be made by any Unit Owner that affects, in any material aspect, the façade of the Building (other than signage and storefronts on the ground floor of the Building) or the structural elements of the Building, or require approval from the Landmarks Preservation Commission, shall be subject to the prior consent and approval of the Board of Managers, which shall not be unreasonably withheld, conditioned or delayed.

7.1.3. Whenever a Unit Owner is permitted, pursuant to the terms of this Article, to make Alterations or other changes to its Unit, or to apply to a government agency with respect to the use or Alteration of its Unit without the prior written consent of the other Unit Owners or the Board of Managers, such Unit Owner shall provide the Board of Managers and the other Unit Owners with written notice at least ten (10) business days prior to commencing such Alteration or submitting such application, and include in such notice all documents submitted as part of such application and a full description of the proposed Alteration.

7.2. Alterations by the Declarant and a Non-Residential Unit Owner.

7.2.1. Subject to the provisions of Section 7.1 herein, except to the extent prohibited by law, the Declarant and a Non-Residential Unit Owner shall have the right, without the consent or approval of the Board or other Unit Owners, to:

(a) make Alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unit(s);

(b) change the layout of, or number of rooms therein;

(c) provided the Alteration does not jeopardize the structural integrity of the Building, change the size of the Unit(s) by (i) subdividing its Unit into two or more separate Units, (ii) combining two or more Units resulting from such subdivision or otherwise into one or more units, (iii) altering the boundary walls between any two or more separate Units resulting from such subdivision or combination, or (iv) with respect to the Residential Units only, otherwise including and incorporating Residential Common Elements into such Residential Unit;

(d) if appropriate, reapportion among the Units affected by such change in size or number pursuant to this article, their respective Common Interests; provided, however, that with respect to any such Alteration:

(i) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the Owner of such other affected Unit shall consent thereto;

(ii) any such Alteration or change shall comply with all applicable law;

(iii) the Unit Owner making any such Alteration or change shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom; and

(iv) such Alteration shall not jeopardize the soundness or structural integrity of the Building.

(v) such Alteration shall not diminish the sound insultation properties of the Building or Unit.

7.2.2. Any Alteration may not affect the Common Interests of other Units unless the owners of each Unit affected shall consent thereto.

7.2.3. Without the prior written consent of the Declarant, a Non-Residential Unit Owner may not perform any work in, or apply for any permits to perform work, in its Unit before a final Certificate of Occupancy covering the entire Building is issued by the Department of Buildings.

7.2.4. In the event a Non-Residential Unit is leased, the tenant(s) of such Unit shall have the same rights as the Non-Residential Unit Owner to make alterations, additions or improvements as set forth in this Article, subject to such Unit Owner's consent.

7.3. Alterations to Residential Units. Residential Unit Owners (other than Declarant) may not make any Alterations to their Unit without the prior written consent of the Board of Managers. Furthermore, Residential Unit Owners (other than Declarant) may not apply for any permits for

construction work in a Residential Unit until after the final Certificate of Occupancy has been issued for the Building by the Department of Buildings.

7.4. Changes to Boundaries and Tax Lot Drawings. Boundaries and components of each Unit are described in detail in this Declaration, and depicted graphically on the Tax Lot Drawings. The boundaries of the Units in the Tax Lot Drawings shall be substantially the same as those in the Plans. Any differences between the Plans and the Tax Lot Drawings shall be subject to the approval of an affected Unit Owner, provided that such approval shall not be unreasonably withheld if such changes are de minimis. Prior to any de minimis change in the boundaries or change to the Tax Lot Drawings, the party proposing such change shall provide the other party with ten (10) business days' notice of such change, and thereafter the parties may attempt to resolve the issue or in the alterative, the parties may commence arbitration as set forth in the By-Laws to resolve any disagreement. In the event of arbitration, such change shall not be made until the arbitrator has issued their decision, and thereafter the parties will cooperate to effectuate such decision.

ARTICLE 8 EASEMENTS

8.1. Board of Managers Easement to Operate and Maintain the General Common Elements. The Board of Managers shall have, and each Unit shall be subject to, an easement and a right of access:

(a) to operate, maintain, repair, alter, rebuild, prevent or minimize damage to, and cause to be in compliance with any applicable laws and insurance requirements, the General Common Elements;

(b) to install, operate, maintain, repair, alter and rebuild the General Common Elements located in, over, under, through or upon any Unit or elsewhere on the Property; and

(c) to maintain any encroachment on any Unit, resulting from the repair, alteration or rebuilding of the General Common Elements.

Access to any Unit or Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of a Non-Residential Unit, or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than two (2) days' notice, except that no notice will be necessary in the case of an emergency.

8.2. Ingress and Egress. Each Unit Owner, permitted tenants and occupants of the Building, the Building managing agent, the sales agent employed by the Declarant, and all other officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress to and egress from their Unit. Notwithstanding the foregoing, however, no person shall use or enjoy the General or the Residential 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.

8.3. Utilities.

8.3.1. For so long as Declarant owns a Unit, Declarant shall have the absolute right (without any obligation to obtain the consent of the Board or any other Unit Owner or other part except as required by law) to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property as Declarant 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 owners, tenants, and occupants of the applicable Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the permitted use of Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not reduce the usable square footage of the any Unit nor prevent or unreasonably interfere with the permitted use of Units.

8.3.2. Each Unit Owner, for its benefit, shall have an easement to, and may, without the prior consent of the Board of Managers, the Declarant or other Unit Owners but subject to the provisions of this Declaration pertaining to Alterations: (i) install, operate, maintain, repair, alter, rebuild, restore and replace Units, and any pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the Unit, located in, over, under, through or upon the General Common Elements; and (ii) install pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities in connection with the design, construction, use, operation and/or occupancy of such Unit in, over, under, through or upon the General Common Elements, including but not limited to, penetrating floor slabs; provided that access to the General Common Elements or other portions of the Property in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the General Common Elements and such other portions of the Property for their permitted purposes or affect the structural integrity of the Building. A Unit Owner shall provide the Board of Managers with prior written notice at least fifteen (15) days prior to filing any applications with the applicable government authorities to perform such work, including the Department of Buildings. The relocation of any pipes, wires, ducts, flues, vents, cables, conduits, or other lines, equipment or facilities after the Building obtains a TCO shall require the prior written consent of the Board of Managers.

8.3.2. To the extent any filings with the New York City Department of Buildings or other municipal agency is necessary for the foregoing or the consent or signature of the Board of Managers is required on any documents, the Board of Managers shall cooperate with respect to the same by timely executing the same, provided all associated expenses are paid by the requesting Unit Owner.

8.4. Repairs and Maintenance.

8.4.1. Provided the Unit Owners are in compliance with all other requirements set forth in this Declaration and the By-Laws, and any regulations promulgated by the Board of Managers, all Unit Owners shall have access through all General Common Elements to make repairs and installations, provided that in non-emergency situations the Unit Owners shall notify the Board of their intent to work on equipment servicing their Unit and conduct such work in a manner designed to cause the minimum amount of disturbance to other Unit Owners.

8.4.2. A Non-Residential Unit Owner, and their employees, contractors and invitees, shall have access to Residential Common Elements, including the elevators, and the Residential Units for the purpose of maintaining, replacing or effecting repairs to their respective Units or any systems servicing such Unit. In the event of a non-emergency, the party seeking such access shall notify the Board of Managers and the Residential Unit Owners if applicable of their intent to work on equipment servicing such Unit and conduct such work in a manner designed to cause the minimum amount of disturbance to the Residential Unit Owners.

8.4.3. Access shall be permitted through any portion of the Building in the event of an emergency.

8.4.4. All work to be performed pursuant to this Section must be performed by licensed and insured contractors, and in accordance with applicable law.

8.5. Storefront and Signage. Subject to the terms of this Declaration, a Non-Residential Unit Owner and the Declarant shall have an easement to erect and maintain signage as set forth herein.

8.5.1. A Non-Residential Unit Owner shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs, on the storefront to its Unit provided the same relate solely to the operation of the Unit or for the purpose of advertising the sale or lease of all or any portion of the Non-Residential Unit. The Non-Residential Unit Owner shall not have the right to place or install any sign or other advertisement on any part of the Building other than the storefront without the prior written consent of the Board of Managers.

8.5.2. The Declarant shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not obstruct permitted signage placed by a Non-Residential Unit Owner, and does not unreasonably obstruct any Residential Unit (other than an Unsold Unit).

8.5.3. The Declarant shall have an easement, to the extent permitted by law, to erect, paint, maintain, repair and replace, from time to time, one or more signs on the east facing façade of the Building for the purpose of licensing advertising space or any other signage at Declarant's discretion, provided such signage does not unreasonably obstruct any Residential Unit (other than an Unsold Unit).

8.5.4. Maintenance and repair of the storefront and signage, as well as any Limited Common Elements, fixtures, or improvements, located on the façade appurtenant to the Non-Residential Unit shall be the responsibility of the Non-Residential Unit Owner.

8.6. Ventilation Ducts. Each Unit Owner shall have in common with all other Unit Owners, and each Unit shall be subject to, an easement to access, operate and maintain ventilation ducts for the purpose of providing fresh air serving the Units located in, over, under, through or upon any Unit and the General Common Elements.

8.7. Subjacency, Support and Necessity. Each Unit and the Common Elements shall have

easements of subjacency, support and necessity, and the same shall be subject to such easements in favor of all the other Units and the Common Elements.

8.8. Artwork. The Declarant shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, artwork in General Common Elements, including the lobby, hallways, corridors, and other areas in Residential Common Elements. Such artwork shall be the sole property of the Declarant. All expenses related to the artwork shall be borne by the Declarant. The artwork and its contents shall be at Declarant's sole discretion. The artwork may not be relocated or altered without the prior written consent of Declarant, which shall be at Declarant's sole discretion.

8.9. Perpetual and Irrevocable. Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

ARTICLE 9 SERVICE OF PROCESS AND BUILDING CODE VIOLATIONS

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. Service of process on Unit Owners with regard to any violation of local building codes, zoning ordinances and other related building and zoning laws pertaining to the Common Elements or one or more of the Units shall be made upon the Board of Managers of The Society House Condominium at 335 West 35th Street, New York, NY 10013, or such other address to be designated by the Board of Managers. Subject to conditions stated in the By-Laws, the Board of Managers shall have the principal responsibility for curing any violations of such building or zoning laws and service upon the Board of Managers shall be deemed service upon the Declarant or Owners of the Condominium Unit or Units in which any such violations exist.

ARTICLE 10 COMMON INTEREST

Each Unit Owner shall have such percentage interest in the General Common Elements and Residential Common Elements as is set forth on Schedule B attached hereto. Each Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to such Unit Owner's Unit. Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Unit Owners as a group (as proposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners unless otherwise mandated by law or expressly provided for herein or in the By-Laws. The percentage of interest of each Unit in the Common Elements has been determined by the Declarant based upon the floor area subject to the location of such space and the additional factors of relative value to other spaces 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 pursuant to § 339-i(1)(iv) of the Real Property Law. The percentage interest of all of the Units in the Condominium totals one hundred percent (100%).

ARTICLE 11 ADMINISTRATION

The Condominium shall be governed by a five (5) member Board of Managers. The principal officers of the Condominium shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Managers.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act.

The Secretary shall be empowered to take and keep minutes and of all meetings and to keep the books and records of the Condominium.

The Treasurer shall be responsible for overseeing the finances of the Condominium and for keeping the financial records and books of the Condominium.

The Board of Managers, in its discretion shall delegate powers to officers as it sees fit to execute agreements, contracts, deeds, leases, checks, etc. on behalf of the Condominium.

ARTICLE 12 AMENDMENT AND WITHDRAWAL

12.1. Amendments to the Declaration. Except as otherwise set forth herein, the provisions of this Declaration may only be amended by an instrument executed by the Board of Managers upon the affirmative vote of all Non-Residential Unit Owners and sixty-seven percent (67%) of the Residential Unit Owners in number, except as set forth below. Any amendment to this Declaration shall not take effect until it is recorded in the City Register's Office.

12.1.1. Any amendment altering the Common Interest percentage of a Unit Owner or altering any rights or obligations respecting the Common Elements shall require the written consent of the affected Unit Owner(s).

12.1.2. Any amendment adding any parcel of land or divesting any parcel of land from the Property shall require the unanimous consent of all the Unit Owners.

12.1.3 Any amendment to the Declaration or By-Laws that would materially and adversely impact the rights and obligations of a Non-Residential Unit Owner, the calculation of Common Charges to be paid by a Non-Residential Unit Owner, or the permitted use of a Non-Residential Unit shall require the consent of the Non-Residential Unit Owner.

12.1.4 Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only the Non-Residential Units or Non-Residential Unit Owners, except for those provisions relating to actions that require Board of Managers consent, may be amended by such Unit Owner, including the subdivision or combining of such Unit, without the consent of the Board or the other Unit Owners. However, such Unit Owner shall provide the Board of Managers and all other Unit Owners with written notice of any such modification at least fifteen (15) days prior to

making any such change. The Board of Managers shall cooperate with such Unit Owner's efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

12.1.5 Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only the Residential Units (including but not limited to the subdivision or combining of Residential Units), the Declarant and/or the Residential Unit Owners may be amended, modified or deleted by the Declarant or the Residential Unit Owners as applicable without the consent of the Board or the other Unit Owners. However, the Declarant or the Residential Unit Owners shall provide the Board of Managers and all other Unit Owners with written notice of any such modification at least fifteen (15) days prior to making any such change. The Board of Managers shall cooperate with the Declarant's or the Residential Unit Owners' efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

12.2. Consent of Registered Mortgagees. Registered Mortgagees holding mortgages on Units that constitute a majority of the common interests (except where noted otherwise) of the Units that are subject to Registered Mortgages must consent to: (i) any restoration or repair of the Building after a partial condemnation or damage due to an insurable hazard which is not done in accordance with the Documents (ii) any election to terminate the condominium after substantial destruction or substantial taking in a condemnation; and (iii) any reallocation of Common Interests resulting from a partial condemnation or destruction provided however that the consent of any Registered Mortgagee of a Residential Unit shall not be required for any restoration and or repair under (i) or reallocation under (iii) above with respect to a Non-Residential Unit. Wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied.

12.2.1. A written notice will be sent certified or registered mail with a "return receipt" requested to Registered Mortgagees and Registered Guarantors notifying them of any material change to the Documents listed in this Article. Approval or consent to any change to the Documents by a Registered Mortgagee will be implied if the Registered Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. Notwithstanding the foregoing, wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied.

12.3. Withdrawal from Condominium Ownership. The Property shall not be withdrawn from Condominium ownership without the consent of at least eighty percent (80%) of the Unit Owners in number and Common Interest, the Non-Residential Unit Owner, and a least fifty-one percent (51%) of the Registered Mortgagees. Such withdrawal of the property from Condominium ownership shall not take effect until it is duly recorded in the City Register's Office. Notwithstanding the foregoing, wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied. The

Condominium shall terminate following a taking of all or substantially all of the Property by condemnation or eminent domain; or damage or destruction to 75% or more of the Building if 75% or more of all Unit Owners do not duly and promptly elect to proceed with the repair or restoration.

ARTICLE 13 SUBJECT TO DECLARATION, BY-LAWS, etc.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration and the By-Laws, and the mere acquisition or rental of any of the Units shall signify that the provisions of the Declaration and the By-Laws of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE 14 COMMON CHARGES

14.1. Assessment of Common Charges. The Board of Managers shall have the authority, pursuant to the By-Laws, to fix and determine Common Expenses, and allocate and assess Common Expenses amongst the Unit Owners. Common Expenses may be allocated in a manner different from the allocation by Common Interest, as permitted by 339-m of the Condominium Act, the Declaration and the By-Laws, provided that such allocation is based on the proportion of expenses and charges fairly attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. The allocations of Common Expenses between Residential Units and Non-Residential Units in the Proposed Budget for the First Year of Condominium Operation, annexed hereto as Schedule D, are presumptive evidence of reasonableness. The Board of Managers may not modify the allocations set forth in Schedule D without the unanimous consent of Non-Residential Unit Owner. The allocations set forth in Schedule D are based solely on projections; future allocations must be based on the proportion of expenses and charges fairly attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners.

14.2. Lien Against Units. All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid, together with interest at the maximum legal rate thereon, chargeable to any Unit Owner shall constitute a lien on their Unit prior to all other liens except: (a) tax or assessment liens on the Unit by any governmental taxing authority, including but not limited to, State, County, and City taxing agencies, if any; and (b) all sums unpaid on any mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York by the Condominium in like manner as a mortgage on real property, and costs incurred including reasonable attorney's fees (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. However, the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale, their successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges chargeable to such Unit which were assessed and

became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges shall be charges to all Unit Owners as a Common Expense. The term "institutional mortgage" used herein shall mean a mortgage granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, real estate investment trust, real estate mortgage investment conduit, agency of the United States Government or of the City or State of New York, or other similar institutional lender or a purchase money mortgage granted by the Seller or any entity not included within any of the foregoing that is regularly engaged in the business of making, owning or servicing mortgage loans.

14.3. Unit Owners' Obligation to Pay Common Charges. Every Unit Owner shall pay the Common Charges assessed against their Unit when due and no Unit Owner may exempt themselves from liability for the payment of their Common Charges by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by themselves of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

14.4. License Fees. Licensees will be required to pay a monthly License Fee to the Board of Managers. The Board of Managers shall have the authority, pursuant to the By-Laws, to fix and determine License Fees.

14.4.1. Every Licensee shall pay the License Fees when due and no Licensee may exempt themselves from liability for the payment of License Fees by waiver of the use or enjoyment of any of the Licensed Space. However, a Licensee may abandon the use and enjoyment of the Licensed Space by terminating their license as prescribed by the By-Laws.

14.4.2. The Board of Managers shall have the authority, pursuant to the By-Laws, to terminate a license with no reimbursement for any consideration paid to acquire the license, in the event of a default in the payment of any monthly License Fee.

ARTICLE 15 UNITS ACQUIRED BY THE BOARD

In the event any Unit Owner shall convey their Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

In order to carry out the provisions of this paragraph, each Unit Owner shall, upon taking title to their Unit, grant an irrevocable power of attorney coupled with an interest, to the Board of Managers and their successors to acquire title or lease any such Unit under whatever terms the Board of Managers may, in its sole discretion, deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board of Managers, in its sole discretion, shall deem proper.

ARTICLE 16 ENCROACHMENTS

The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as aforedescribed due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist as long as the Building or reconstructed building shall stand.

ARTICLE 17 UNIT OWNERSHIP

17.1. Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain a Unit Owner until such time as the purchaser ceases to own the Unit for any reason.

17.2 A license to Licensed Space does not create ownership in the space. A purchaser of a license for Licensed Space shall automatically become a Licensee in the Condominium and shall remain a Licensee until such time as the purchaser ceases to own the license for any reason.

ARTICLE 18 CONVEYANCE OF A UNIT

Upon any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceedings in accordance with this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid Common Charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charge against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien, for any unpaid Common Charge against the grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

ARTICLE 19 COVENANTS AND RESTRICTIONS

The use of a Unit by the Unit Owner or other occupant shall be subject to the rules, regulations, and provisions of this Declaration and the By-Laws and the following covenants and restrictions:

(a) The Unit and Common Elements exclusively servicing or benefitting such Unit shall be maintained in good repair, and Non-Residential Units shall be kept neat and presentable.

(b) No Alterations to the inside of a Unit that would impair the structural soundness of

the Building may be made without the prior written consent of the Board of Managers.

(c) Any Unit Owner who mortgages or sells their Unit shall notify the Board of Managers and provide the name and address of their mortgagee or purchaser.

(d) The Board of Managers shall, at the request of a Registered Mortgagee, report any unpaid Common Charges due from the Unit Owner of such Unit.

(e) No nuisances shall be allowed upon the Property and no use or practice shall be allowed which interfere with the peaceful possession and proper use of the Property by its residents.

(f) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(g) The Common Charges shall be paid when due.

ARTICLE 20 UTILITIES

Each Unit Owner shall be responsible for paying for the costs of separately sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges according to the provisions of Article 14.

ARTICLE 21 INVALIDITY

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no way affect any remaining part or parts hereof, and the same shall continue in full force and effect.

ARTICLE 22 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 23 CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 24 CERTAIN REFERENCES

24.1. 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.

24.2. The terms "herein", "hereof", or "hereunder" or similar terms 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.

24.3. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25 SEVERABILITY

If any provision of this Declaration or the application thereof to any person, entity or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Declaration, and the application of such provision to persons, entities or circumstances other than those as to which it is specifically determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law, provided that under all circumstances, the provisions hereof are required to be interpreted and applied so that there will be no adverse effect on Declarant or any other person governed by or otherwise affected by this Declaration in any material respect as a result of any invalidity or unenforceability referred to above in this Article.

ARTICLE 26 COVENANT OF FURTHER ASSURANCES

26.1. General. Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board or otherwise, shall upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26.1.1. If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney in fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

26.1.2. If any Unit Owner, the Board or any other party which is subject to the terms of this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board or party is required to perform, execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney in fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or take such instrument or to take such action in the name of such Unit

Owner, the Board or other party and such document or action shall be binding on such Unit Owner, the Board or other party, as the case may be.

26.2. Estoppel and Agreement. Upon the request of a Unit Owner, the Board of Managers will enter into an estoppel and agreement with such Unit Owner or an existing or proposed lender in form reasonably acceptable to such Unit Owner or existing or proposed lender, and which by its terms may be relied on by the Unit Owner's existing or proposed lender. The estoppel and agreement shall contain all or any of the following representations and statements to the extent requested by the Unit Owner:

(a) confirmation that the Declaration and By-Laws, as amended to date, are complete, correct and in full force and effect;

(b) a statement as to the amount of Common Charges and assessments and all other amounts due to the Condominium by the Unit Owner at the time specified by the Unit Owner, and confirmation of all payments made to that date and a statement as to the monthly Common Charges and special assessments payable following a closing;

(c) confirmation of the then current budget of the Condominium and the amounts payable by the applicable Unit Owner, and an agreement that the calculation of payments due from the Unit Owner or services provided to the Unit Owner will not be changed without its consent;

(d) an agreement to deliver all notices that are sent to the Unit Owner to its lender or lender's designee at the address provided;

(e) confirmation that any lender to a Unit Owner shall be deemed a "Permitted Mortgagee", or "Registered Mortgagee" if they perform the actions set forth in Article 2 hereof, by the Condominium;

(f) confirmation that the current use of the Unit does not violate the terms of the Declaration and By-Laws;

(g) agreement that the tenant of a Unit Owner is a third-party beneficiary of the obligations of the Condominium to the Unit Owner;

(h) confirmation to the lender of the provisions of the Declaration allowing the applicable Unit Owner to make alterations to the Unit with or without any consent, as the case may be, and an agreement to permit the tenant of the Unit Owner to undertake such alterations if designated by the Unit Owner to do so;

(i) agreement that the Condominium shall have the same rights to consent to the actions of the tenant of a Unit Owner as it does to an action of the Unit Owner;

(j) agreement to provide the lender of a Unit Owner ten (10) days' prior notice of any action or sanction that the Board of Managers has determined to take against

the Unit Owner; and

(k) a confirmation to the lender of a Unit Owner that it knows of no posted violations against the Unit or pending bankruptcy with respect to the Unit Owner other than those set forth in the estoppel and agreement.

26.3. Further Assurances Requested by Declarant. Without intending to limit the generality of the foregoing, the Board of Managers and each Unit Owner shall be required, upon the request of Declarant, to execute and delivery any or applications reasonably required in connection with any merger, any declaration of zoning lot restrictions or any zoning lot development agreement.

ARTICLE 27 SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee, or with the consent of Declarant or its designee, any transferee of some or all of the Unsold Units then owned by Declarant or its designee, as the case may be. Subject to the foregoing, Declarant and its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 28 NOTICE AND CONSENTS

Whenever a Unit Owner is permitted, pursuant to the terms of this Declaration, to make Alterations or other changes to its Unit, the Declaration or the By-Laws, or to apply to a government agency with respect to the use or Alteration of its Unit without the prior written consent of the other Unit Owners or the Board of Managers, such Unit Owner shall provide the Board of Managers and the other Unit Owners written notice at least fifteen (15) days prior to commencing any such alteration or submitting such application.

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Units.

ARTICLE 29 INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Schedule A; (ii) the description of the Units annexed hereto as Schedule B; (iii) the By-Laws annexed hereto as Schedule C; (iv) the schedule providing allocation of Common Expenses among the Units annexed hereto as Schedule D; and (v) the Tax Lot Drawings, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 30 AUTHORIZATION TO BORROW

The Board of Managers is authorized, subject to the restrictions set forth in the By-Laws, to incur debt on behalf of Unit Owners to provide for major and minor maintenance, repairs,

additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence and similar purposes. The repayment of any and all such debt may be secured and paid as provided in Section 339-jj of the New York Real Property Law.

ARTICLE 31 POWER OF ATTORNEY

31.1 Each Unit Owner shall grant to the Board of Managers an irrevocable limited power of attorney, coupled with an interest (in such form and content as the Board of Managers shall determine) following due authorization (if required) from the Unit Owners (a) to acquire or lease any Unit, together with its Appurtenant Interest (as defined hereinafter) whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to convey, sell lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine; and (b) 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 action which the Board of Managers deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board of Managers deems necessary or appropriate.

31.2 Each Unit Owner shall also grant to Declarant a power of attorney to amend the Condominium Declaration and to effectuate the rights granted to Declarant and Unit Owners under the Declaration as set forth herein.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the _____ day of_____ 20___.

DECLARANT:
NEO IMAGE ENTERPRISES, LLC and
NEW TENT, LLC

By: _____
Name:
Title:

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

On the _____ day of _____, 20___, before me, the undersigned, personally appeared, _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual acted, executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE A TO THE DECLARATION OF THE CONDOMINIUM

The Society House Condominium
335 West 35th Street
New York, NY
New York County

TAX BLOCK 759

DESCRIPTION OF THE LAND

SCHEDULE B TO THE DECLARATION OF THE CONDOMINIUM

The Society House Condominium
335 West 35th Street
New York, NY
New York County

TAX BLOCK 759

UNIT SCHEDULE

UNIT	TAX LOT	COMMON INTEREST PERCENTAGE	BDRMS	BATHS	LOCATION	APPROX. SQUARE FOOTAGE	LIMITED COMMON ELEMENT ("LCE")	APPROX. SQUARE FOOTAGE OF LCE

SCHEDULE C TO THE DECLARATION OF THE CONDOMINIUM

The Society House Condominium
335 West 35th Street
New York, NY
New York County

TAX BLOCK 759

BY-LAWS

ARTICLE I GENERAL

1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of The Society House Condominium (the "Condominium"). The Condominium covers the fee interests in the property (the "Property") consisting of approximately 7,406 square feet of land (the "Land") formerly designated as Block 759, Lot 18 on the Tax Map of the Borough of Manhattan, County of New York, City and State of New York, the Building and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of the Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") by NEO IMAGE ENTERPRISES, LLC and NEW TENT, LLC ("Sponsor" or "Declarant") in the City Register's Office, together with these By-Laws.

1.2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium and the Common Elements, and the use and occupancy thereof.

1.3. Personal Application. All present and future Unit Owners, mortgagees, lessees, or their employees, guests, invitees or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance.

1.4. Definitions. Any capitalized words herein that are undefined in these By-Laws shall have the same definitions as listed in the Declaration.

1.5. Principal Office of the Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the City of New York reasonably convenient thereto, as may be designated from time to time by the Board of Managers.

ARTICLE II BOARD OF MANAGERS

2.1. General Description of Board of Managers. The affairs of the Condominium shall be managed by a five (5) member Board of Managers comprised of one (1) member to be designated by the Non-Residential Unit Owner (the "Non-Residential Board Member") and four (4) members to be designated or elected by the Residential Unit Owner(s) (the "Residential Board Members").

2.2. Control by Declarant. Declarant reserves the right to control the Board of Managers for a period of time until the earlier to occur of (a) sixty (60) days after the date by which one hundred percent (100%) of the Units have been conveyed to Unit Purchasers; or (b) five (5) years after the date the first Unit has been conveyed to a Unit Purchaser pursuant to an offering plan (the "Control Period"). However, as long as Sponsor or Successor Sponsor owns a Unit, it will be entitled to appoint one (1) member of the Residential Board of Managers. Declarant reserves the right to relinquish control of the Board of Managers prior to the expiration of the Control Period.

2.3. Eligibility Requirements for Board Members. With the exception of those members elected or designated by the Declarant, only a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner are eligible for election to the Board of Managers. This eligibility requirement does not apply to the Non-Residential Board Members. If the Board of Managers perfects a lien against a Unit for unpaid Common Charges or Assessments, the Board Member related to the delinquent Unit Owner shall be suspended or after 30 days cease to be a Board Member until the lien is paid or discharged of record, whereupon said board membership shall be reinstated.

2.4. Election of Residential Board Members; Designation of Non-Residential Board Members; Change in Number of Board Members.

2.4.1. All elections of Residential Board Members shall be determined by plurality vote. When voting for Residential Members of the Board of Managers, the voting shall be by ballot and each ballot shall state the name of the Residential Unit Owner voting and the percentage of Residential Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Residential Unit Owner shall be entitled to cast the number of votes determined in accordance with Article III, Section 3.3 for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

2.4.2. Notwithstanding any other provisions of this Article or any other provisions of these By-Laws to the contrary, commencing with the first annual meeting of the Unit Owners, the Declarant shall have the right to vote all of the Common Interests attributable to Units owned by Declarant. Declarant shall have the right to designate all of the Residential Board Members during the Control Period. Notwithstanding the foregoing, Declarant may, at its discretion, relinquish voting control of the Board of Managers prior to the end of the Control Period. So long as Declarant owns at least one (1) Unit, Declarant shall have the right to designate one (1) Residential Board

Member.

2.4.3 The Non-Residential Board Member shall be designated by the Non-Residential Unit Owner.

2.4.4 The number of members of the Board of Managers may not be changed without the consent of Residential Unit Owners representing fifty-one percent (51%) of the Residential Common Interests, the Non-Residential Unit Owner, and the Declarant for so long as Declarant owns at least one (1) Unit.

2.5. Duties of the Board of Managers. The Board of Managers shall have the duties necessary for or incidental to the administration of the affairs of the Condominium, and shall make all decisions and take all actions affecting the Condominium and the General Common Elements not otherwise delegated to the Non-Residential Board Member or the Residential Board Members herein.

2.5.1 Notwithstanding anything to the contrary in these By-Laws, all determinations of the Board of Managers which affect only the:

(a) Residential Units, do not materially and adversely affect the use and operation of the Non-Residential Units, and do not increase the obligations of the Non-Residential Unit Owners shall be made by the Residential Board Members, and the Residential Board Members may designate a committee comprised of Residential Unit Owners to make such determinations;

(b) Non-Residential Unit, do not materially and adversely affect the use and operation of Residential Units, and do not increase the obligations of the Residential Unit Owners shall be made by the Non-Residential Board Member.

Any dispute as to whether or not a determination materially and adversely affects any Units or Unit Owners shall be settled by arbitration in accordance with the provisions of 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 Board of Managers within ten (10) business days of receipt by it of notice of such determination.

2.6. Powers of the Board of Managers. Subject to the terms of the Declaration and these By-Laws, the Board of Managers shall have the powers necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Board of Managers by the Unit Owners). These powers shall specifically include, but are not limited to, the following:

(a) To determine and levy monthly assessments ("Common Charges") to cover the cost of common expenses, payable in advance, and to allocate such Common Charges which may not necessarily be in accordance with each Unit’s Common Interest, so long as it is in a way fairly attributable to all or a portion of the Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners;

(b) To collect, use and expend the Common Charges and assessments collected, to maintain, care for and preserve the General Common Elements, and the Residential Common Elements. In no event shall Common Charges, Special Assessments or other funds received by the Board of Managers in connection with repairs of the General Common Elements or Residential Common Elements be utilized to defray any expenses other than those related to the maintenance, repair and preservation of the General Common Elements or Residential Common Elements respectively;

(c) To make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(d) To exercise the easements and access rights granted to the Board of Managers in the Declaration when necessary and with as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the property, including emergency repairs at all times whether or not the Unit Owner is present, provided that such utility or other easements shall not, to the extent commercially reasonable, interfere with the permitted use of Non-Residential Units;

(e) To open and maintain bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;

(f) To insure and keep insured the Common Elements and Units in accordance with these By-Laws;

(g) To collect delinquent Common Charges and/or assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the Rules and Regulations herein referred to;

(h) To purchase any Unit at a foreclosure sale on behalf of all Unit Owners;

(i) To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of manager in connection with the matters hereinabove set forth;

(j) To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium. The Board of Managers may, in its discretion, fund the cost of any such litigation out of the Common Charge and/or assessments. The Board of Managers shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of Condominium and these By-Laws, and may fund the cost of any such litigation out of the Common Charge and/or assessments. Non-Residential Unit Owners shall not be responsible to fund, through the payment of Common Charges or otherwise, disputes among the Residential Unit Owners, or the Board of Managers and one or more Residential Unit Owners. Without limiting the foregoing, the Board of Managers may engage in litigation pertaining to the enforcement of the Sponsor's obligations, as such obligations are set forth in the Declaration of Condominium and these By-Laws, and to the maintenance and operation of the Common Elements;

(k) To acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Unit so acquired and to vote as Unit Owner, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

(l) To grant utility or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners;

(m) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of at least one-hundred (100%) percent in number of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of Five Thousand ($5,000.00) Dollars; (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owner of said Unit; and (iii) such borrowing shall not modify the Budget Allocation or increase the obligations of a Non-Residential Unit Owner;

(n) To act as an agent of each Unit Owner who has given their written authorization to complain or apply to the local and county Real Estate Tax Assessment Agency Board of Review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and charge all such Unit Owners a pro rata share of expenses, disbursements and legal fees for which charges the Board of Managers shall have a lien pursuant to these By-Laws;

(o) To sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such structural addition, alteration or improvement made by Sponsor or Successor Sponsor to any Unit, provided, however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers;

(p) To collect funds from Unit Owners and accumulate reserves for capital replacements to the Units (the "Reserve Fund"). The Reserve Fund, if any, shall be used for the periodic maintenance, repair and replacement of the Common Elements. Non-Residential Unit Owners shall be obligated to contribute to the Reserve Fund, however, such contributions must go towards Common Elements that serve the entire Building and not Residential Common Elements;

(q) To collect monthly escrows from Unit Owners with their Common Charges for the payment of real estate taxes attributable to individual Units based upon the estimated tax bill for the entire Property and the then current tax rate until all of the Units are separately assessed, and deposit the same in a tax escrow account established by Declarant pursuant to an offering plan filed with the New York State Department of Law; and

(r) To establish, enforce, amend and otherwise modify Rules and Regulations relating to the operation of the Condominium from time to time, and such Rules and Regulations, and any amendments thereto, shall be binding upon the Unit Owners thirty (30) days after the date the Board of Managers has approved them in writing and delivered a copy of the same to each Unit Owner. Such Rules and Regulations, and any amendments thereto, shall be applied uniformly to all Unit Owners, shall not be discriminatory, and shall not reduce the rights granted to Non-Residential Unit Owners in the Declaration or these By-Laws.

2.7. Removal or Replacement of Board Members. The Non-Residential Board Member may only be removed by the Non-Residential Unit Owner and may be replaced at any time. If the office of the Non-Residential Board Members becomes vacant by reason of death, resignation, disqualification, removal from office or otherwise, the Non-Residential Unit Owners shall have the sole right to choose such member's successor. The Residential Board Members may only be removed and replaced by a vote of the Residential Unit Owners pursuant to the terms of these By-Laws. If any office of the Residential Board Member becomes vacant by reason of death, resignation, disqualification, removal from office or otherwise, the Residential Unit Owners shall have the sole right to elect such member's successor.

2.8. Board Meetings. Regular meetings of the Board of Managers shall be held at least four (4) times annually. Board of Managers members may appear at meetings by telephone or other electronic transmission provided all members may hear and be heard by all other members in attendance.

2.9. Quorum. A quorum of the Board of Managers shall consist of at least one (1) Non-Residential Board Member and at least three (3) Residential Board Members. In the event a quorum is not reached at a Board meeting, the Board Members present shall adjourn the meeting in accordance with their rules and send a notice for an adjourned meeting to be held within fifteen (15) business days of the adjourned meeting. If at the adjourned meeting there is no quorum, the Board Members present at the meeting shall adjourn the meeting in accordance with their rules and again send a notice for a second adjourned meeting to be held within fifteen (15) business days of the adjourned meeting. If there is no quorum at such adjourned meeting, one (1) Non-Residential Board Member and two (2) of the Residential Board Members, provided both of the Residential Board Members have attended all three meetings, may then act for the Board of Managers at the third meeting even though there is no quorum present. Notwithstanding the foregoing, a quorum of three (3) Residential Board members shall be sufficient for a Board of Managers meeting provided (a) the topics to be addressed at such meeting relates solely to the Residential Units; and (b) the Non-Residential Board Members have been notified of the date, time, location and topics to be addressed at such meeting; a quorum of one (1) Non-Residential Board member shall be sufficient for a Board of Managers meeting provided (a) the topics to be addressed at such meeting relates solely to the Non-Residential Units; and (b) the Residential Board Members have been notified of the date, time, location and topics to be addressed at such meeting.

2.10. Vote Required to Transact Business. When a quorum is present at any meeting, all decisions affecting the General Common Elements, both Residential Units and Non-Residential Units, or

the entire Property shall require the vote of a majority of Board Members present; provided however, the Board of Managers shall not make any decisions or conduct any transactions that are discriminatory and adversely affect the Non-Residential Unit or Non-Residential Unit Owner. If a majority cannot be reached by the Board Members present, the vote shall be adjourned for the next meeting at which a quorum is present; if a majority cannot be reached at that meeting, the issue shall be presented to Unit Owners to vote at a special meeting or annual meeting. When a quorum is present at any meeting, all decisions and actions affecting only: (i) the Residential Units, the Residential Unit Owners, and/or the Residential Common Elements shall require the vote of a majority of the Residential Board Members; or (ii) the Non-Residential Unit, the Non-Residential Unit Owner, and/or the Non-Residential Common Elements shall require the vote of the Non-Residential Board Member.

2.11. Compensation. Managers and officers shall receive no compensation from the Condominium for their services.

2.12. Fidelity Bonds. The Board of Managers shall obtain and maintain to the extent obtainable Fidelity Insurance covering all employees of the Condominium who handle Condominium funds in an amount not less than $5,000.00 for each loss. The premiums on such bonds shall be a Common Expense.

2.13. Annual Statement. The Board of Managers shall furnish to all Unit Owners and the Department of Law (if and when required by law), and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners' meeting.

2.14. Liability of Board Members. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by such Board Member as agent for the Board of Managers, and that no member of the Board of Managers, or individual Unit Owners shall be liable under such contract, agreement or commitment. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for gross negligence or willful misconduct or acts made in bad faith, and the Unit Owner shall jointly and severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a Board of Managers member in accordance with their duties as such member, except as set forth herein.

2.15. Managing Agent. At its discretion, the Board of Managers may employ for the Condominium a managing agent under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board of Managers listed in this Article.

ARTICLE III UNIT OWNERS

3.1. Annual Meetings. The first annual meeting of the Unit Owners shall be held within three hundred-sixty (360) days from the closing of title to the first Unit, or as soon thereafter as is

practicable. At such meeting, the Non-Residential Unit Owner(s) shall designate the Non-Residential Board Member(s), and the Declarant shall designate the three Residential Board Members. Thereafter, annual meetings of the Unit Owners shall be held on the anniversary of such date each succeeding year, and the Non-Residential Board Members, and after the Control Period the Residential Board Members, shall be appointed and/or elected at such annual meetings pursuant to these By-Laws.

3.2. Special Meetings. The President shall call a special meeting of the Unit Owners as directed by a majority of the Board of Managers.

3.3. Voting. Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Sponsor with respect to Units owned by Sponsor or Successor Sponsor) shall be entitled to cast one vote for each .0001% of Common Interest attributable to such Unit Owner's Unit. If only the vote of the Residential Unit Owners is required, the required percentage of votes shall mean a required percentage in terms of total Residential Common Interests, and not the Common Interest.

3.4. Quorum. Except when the vote of more than a majority of Unit Owners is required, a quorum of all the Unit Owners shall consist of at least the Non-Residential Unit Owner, and Residential Unit Owners representing fifty-one percent (51%) of the total Residential Common Interest, in person or by proxy. When a vote of more than fifty-one percent (51%) of Unit Owners is required, a quorum shall consist of the Non-Residential Unit Owner, and sufficient Residential Unit Owners representing the minimum percentage of votes required pursuant to the Declaration and By-Laws. In the event a quorum is not reached at the annual meeting or a special meeting, the Unit Owner present shall adjourn the meeting in and send a notice for an adjourned meeting to be held within fifteen (15) business days of the original meeting. If at the adjourned meeting there is no quorum, the Unit Owner present at the meeting shall adjourn the meeting and again send a notice for an adjourned meeting to be held within fifteen (15) business days of the adjourned meeting.

3.4.1 With respect to any meeting of solely the Residential Unit Owners, a quorum shall consist of Residential Unit Owners representing fifty-one percent (51%) of the Residential Common Interests.

3.4.2 With respect to any meeting of solely the Non-Residential Unit Owners, a quorum shall consist of just the Non-Residential Unit Owners.

3.5. Vote Required to Transact Business. When a quorum is present at any meeting, all decisions affecting the General Common Elements, both Residential Units and Non-Residential Units, or the entire Property shall require the vote of a majority of Unit Owners present; provided however, the Unit Owners shall not make any decisions or conduct any transactions that are discriminatory and adversely affect the Non-Residential Unit or Non-Residential Unit Owner. When a quorum is present at any meeting, all decisions and actions affecting only: (i) the Residential Units, the Residential Unit Owners, and/or the Residential Common Elements shall require the vote of a Residential Unit Owners representing fifty-one percent (51%) of the total Residential Common Interest present; or (ii) the Non-Residential Unit, the Non-Residential Unit Owner, and/or the Non-Residential Common Elements shall require the vote of the Non-Residential Unit Owner.

3.6. Proxies. All proxies shall be in writing, and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

3.7. Right to Vote. At any meeting of the Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise stated in the Declaration or these By-Laws, no Unit Owner may vote at any meeting if the Unit Owner is not current in payment of their Common Charges.

3.8. Waiver and Consent. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, the By-Laws or Article 9-B of the Real Property Law, such vote and meeting may be dispensed with if all Unit Owners who would have been entitled to vote at such meeting shall consent in writing to any action being taken.

3.9. Notice of Meetings. The Secretary shall deliver written notice of each annual or special meeting to each Unit Owner of record at least ten (10) but no more than twenty (20) days prior to such meeting stating the purpose thereof as well as the time and place where it is to be held. The delivery of a notice in the manner provided in these By-Laws shall be considered notice served.

3.10. Order of Business. The order of business shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading of minutes of preceding meeting;
(d) Report of officers;
(e) Election of Managers (in the event there is an election);
(f) Unfinished business; and
(g) New business.

ARTICLE IV OFFICERS

4.1. Elective Officers. The officers of the Condominium shall be elected by the Board of Managers and shall be a President, Vice President, Secretary, and Treasurer. Two or more offices may be held by the same person so long as there are at least three (3) officers; the President and Vice President cannot be held by the same person.

4.2. Election. The Board of Managers at its first meeting after each annual Unit Owners' meeting shall elect a President, Vice President, Secretary, and Treasurer. Only the President must be a member of the Board of Managers.

4.3. Appointive Officers. The Board of Managers may appoint such other officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

4.4. Term. The officers shall hold office until their successors are elected and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause,

at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

4.5. The President. The President shall be the chief executive officer of the Condominium; shall preside at all meetings of the Unit Owners and Managers, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New York.

4.6. The Vice President. The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7. The Secretary. The Secretary shall attend all sessions of the Board of Managers and all Unit Owners' meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notices of all Unit Owners' meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President under whose supervision he shall be.

4.8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all moneys and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers. The Treasurer shall disburse the funds of the Condominium as he may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and the Board of Managers, at the regular meeting of the Board or whenever they may require it, an account of all their transactions as Treasurer and of the financial condition of the Condominium. The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

4.9. Agreements. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed on behalf of the Condominium by the President or such other person as may be designated by the Board of Managers. However, the Board of Managers may, by resolution, determine that any instruments in excess of a specified amount be countersigned by the President and a second officer.

ARTICLE V INDEMNIFICATION

The Condominium shall indemnify any person made, or threatened to be made, a party to an action by or in the right of the Condominium to procure a judgment in its favor by reason of the fact that they, their testator or intestate, is or was a member of the Board or officer of the

Condominium, or is or was serving at the request of the Condominium as a member of the Board or officer against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such member of the Board or officer acted, in good faith, for a purpose which he reasonably believed to be in the best interest of the Condominium, except that no indemnification shall be made to or on behalf of any member of the Board or officer if a judgment or other final adjudication adverse to the member of the Board or officer establishes that their acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

ARTICLE VI REPAIRS AND MAINTENANCE

6.1. General Common Elements.

6.1.1 The Board of Managers shall be responsible for all maintenance, repairs and replacement of the General Common Elements, except as otherwise set forth in these By-Laws or the Declaration. The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration.

6.1.2 The Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines part of the General Common Elements, and shall make all necessary structural repairs to any such General Common Element, and the cost thereof shall be a Common Expense allocated among Unit Owners as set forth in the Budget Allocation, except where such repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner, in which event such cost and expense shall be assessed to and paid for by such Unit Owner.

6.2. Residential Common Elements. The Board of Managers shall be responsible for the repair and maintenance of the Residential Common Elements. However, the costs of operating, repairing and maintaining the Residential Common Elements, and the Limited Common Elements to the extent that it is the Board of Managers' obligation to effect such repairs, shall be a Residential Common Expense to be apportioned among the Residential Unit Owners according to their Residential Common Interests.

6.3. Repairs and Maintenance of Units.

6.3.1 Except as otherwise specifically provided in the Declaration or in these By-Laws, all maintenance to the Units, including electrical repairs, plumbing stoppages, window cleaning, painting and decorating in the Units, repairs and replacement to the Units including windows and doors (including all glass breakage), and repairs to pipes, wires and conduits located in and servicing the same Unit other than as set forth above, and a Limited Common Element appurtenant to its Unit shall be made by the respective Unit Owners at their own expense. The Unit Owners shall also be responsible for all maintenance, repairs and replacement of any and all HVAC equipment servicing its Unit.

6.3.2 In the event that a Unit Owner fails to make any maintenance or repair necessary

to protect any of the General Common Elements, Residential Common Elements, Non-Residential Common Elements, or Limited Common Element appurtenant to its Unit or its own Unit, or, in the event of service of a Building Department violation notice covering the Unit upon the Board of Managers, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so after ten (10) days' written notice or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to their Unit or for repairs to any General Common Elements, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common Charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit thereon. In the event the Board of Managers brings such a suit, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with the interest on all sums due.

6.4. Repairs to Limited Common Elements. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Unit Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The repair and replacement of the exterior surface of any terrace shall be performed by the Board of Managers and charged to the Unit Owner. Any structural or non-ordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear, including leaks that are not the result of a Unit Owner’s negligence) or replacements to such Limited Common Element shall be made by the Board of Managers, 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 Board of Managers and result from the negligence or wrongful acts of the Unit Owner, or its tenants, guests and/or invitees, to which such Limited Common Element is appurtenant, shall be performed by the Board of Managers at the cost of such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Declarant, must first obtain express written permission from the Board of Managers; for as long as Declarant owns at least one Unit, a Unit Owner must also obtain express written permission from the Declarant.

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

ARTICLE VII CHANGES AND ALTERATIONS

7.1. Changes and Alterations to Units.

7.1.1 The Declarant may make Alterations to Units owned by Declarant without the prior approval and consent of the Board of Managers in any manner that does not materially and adversely affect any structural elements of the Building or any Building systems that serve other Units or the General Common Elements.

7.1.2 Except as otherwise provided in the Declaration, alterations to the Units other than by Declarant are subject to the approval of the Board of Managers in its sole discretion. The Unit Owner or tenant seeking to make such alterations shall provide the Board of Managers, and the Declarant if applicable, with copies of all plans and drawings related to the proposed alteration, and any information reasonably requested by the Board of Managers and the Declarant. Upon receipt of all requested information, the Board of Managers, and the Declarant if applicable, shall have ten (10) business days to issue a determination of whether such plans would have any material or adverse effect pursuant to subsection 7.1.1 above. The Board of Managers' failure to respond within such time shall be deemed a determination that the proposed alteration will not have any material or adverse effect. No application shall be filed with the New York City Buildings Department or with any other governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing executed by the Board of Managers. Such execution shall not subject the Board of Managers or any of its members to any liability to any contractor, subcontractor, material man, architect or engineer, by reason of such addition, alteration or improvement or to any person having any claim for injury to person or damage to Property arising therefrom. If requested by the Board of Managers, a Unit Owner shall indemnify the Board of Managers for loss, damage or liability resulting in any way from execution of any such documents executed by the Board of Managers or any of its Members.

7.2. Changes to the Common Elements. Alterations to the General, and/or Residential Common Elements must be approved by the Board of Managers.

7.3. Scaffolding and Other Temporary Structures. In the event the Board of Managers, or the Declarant erects scaffolding, "bridges" or other temporary structures to perform renovations, improvements or other work to or at the Building or any part thereof, the Board of Managers will use, or cause the Unit Owner performing the work to use commercially reasonable efforts to minimize interference with the use of the Non-Residential Units, including, but not limited to access and signage, and to minimize the period of time the same is erected. In the event exterior signage is obscured thereby, the party installing the temporary structures, subject to the requirements of the Declaration, the By-Laws and all applicable law, shall install or pay for the installation of temporary signage in place of the obscured signage on behalf of the Non-Residential Unit Owners or its tenant upon such temporary structures located directly in front of the applicable Non-Residential Unit in the maximum size that such structure can reasonably accommodate. No signage other than the Non-Residential Unit Owners' or its tenants' signage shall be erected or placed upon such temporary structures in the space which is located directly in front of such Unit.

7.4. Veto Rights. Unit Owners, and/or the Declarant, if the Declarant still owns any Units in the Condominium, shall have the right to veto any proposed alteration that would have a material and

adverse impact on such Unit Owner's Unit.

7.5. Minimum Requirements. All changes and alterations to the Building, the General Common Elements and the Units must be performed in accordance with applicable law by licensed and insured contractors.

7.6. Changes to Units or Common Element. With respect to any repairs, maintenance, alterations, or other work performed by a Unit Owner that affects a Common Element or Unit not owned by said Unit Owner, said Unit Owner shall be responsible to restore the affected Common Element or Unit to as near as commercially reasonable and practicable to the condition and finish existing immediately prior to said work.

ARTICLE VIII NOTICES

8.1. Definition. All notices required or desired to be given hereunder to the Board of Managers, shall be personally delivered or sent by registered or certified mail or overnight mail to the office of the Board or to such other address as the Board of Managers may designate from time to time, by notice in writing to all Unit Owners and to all Registered Mortgagees, if required, as the case may be, and if there is a managing agent of the Board of Managers, a duplicate shall be sent in like manner to such managing agent. All notices to any Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail or overnight mail to the Property address of such Unit or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Board of Managers. All notices by Registered Mortgagees shall be personally delivered or sent by mail to their respective addresses, as designated by them from time to time, in writing to the Board of Managers. All notices shall be deemed to have been given when personally delivered, sent by overnight mail or mailed in a postage-prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

8.2. Waiver of Service of Notice. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

8.3. Notice to Registered Mortgagee or Registered Guarantor

The Board of Managers shall provide timely written notice to a Registered Mortgagee or Registered Guarantor for the following:

A. Notice of unpaid Common Charges and default notice of any default or violation by the Unit Owner in the payment of Common Charges or the observance or performance of any of the provisions of the Condominium Documents as to which the Board of Managers has actual knowledge then exists which remains uncured for a period of sixty (60) days; and when giving notice of any default or violation to such mortgagor Unit Owner, the Board of Managers shall also send a copy of such notice to such Owner's Registered Mortgagee and/or Registered Guarantor.

B. Notice of any condemnation or casualty loss which affects a material portion of the Property or a Unit on which there is a Registered Mortgage held, insured or guaranteed by such Registered Mortgagee or Registered Guarantor, as applicable.

C. Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Board of Managers.

D. Notice of any proposed action under the Declaration or these By-Laws which would: (i) change the boundaries of any Unit; (ii) change the interests in the common elements pertaining to a Unit; (iii) change the number of votes pertaining to a Unit; (iv) change the use restrictions of any Unit; (iv) any proposed termination of the condominium.

E. In no event, however, shall the 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 Registered Mortgagee or Registered Guarantor of any notice required under subsections (A) through (D) above. Nonetheless: (a) the Board of Managers shall give such missed notice with reasonable promptness after discovering such failure; and (b) if the Board of Managers shall foreclose its lien on such mortgagor's Unit hereof by reason of the mortgagor-Unit Owner's default or violation, the Board of Managers shall pay to such Registered Mortgagee the extent of any undistributed net proceeds of said foreclosure sale of such Unit then held by the Board (subject to an in accordance with the lien priority), but not more than the sum as shall be due and owing to such Registered Mortgagee.

ARTICLE IX FINANCES

9.1. Checks. All checks or demands for money and notes of the Condominium shall be signed by the President and such other person or persons as the Board of Managers, may from time to time, designate.

9.2. Common Charges & Assessments.

9.2.1 From time to time, but not less frequently than once a year, the Board of Managers shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in these By-Laws, except that the Board of Managers shall provide a copy of any proposed budget to Unit Owners sixty (60) days prior to adoption of the same; (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 the Budget Allocation, which allocations are based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners as authorized by 339-m of the Condominium Act. The Board of Managers shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than ten (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. The Board of Managers 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.

9.2.2 In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board of Managers shall have the right, subject to the strictures set forth in these By-Laws, to levy special assessments ("Special Assessments") to meet the Common Expenses. The Board of Managers shall give each Unit Owner not less than ten (10) days' written notice prior to the date upon which the Board of Managers shall meet to discuss levying Special Assessments, with reasonable detail of the nature and purpose of the Special Assessment. As applicable, Special Assessments shall be allocated and assessed amongst the Unit Owners in accordance with the allocations set forth in Schedule D to the Declaration. In the event the cost or expense resulting in the Special Assessment does not fall within one of the categories set forth in Schedule D, then the Special Assessment shall be based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. Special Assessments levied against the Residential Unit Owners relative to (i) the General Common Elements, after the aforementioned allocation between the Residential Units and Non-Residential Units is affected, and (ii) the Residential Common Elements and/or the Limited Residential Common Elements shall be levied against all Residential Unit Owners in proportion to their respective Residential Common Interests. Special Assessments may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than fifteen (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 Board of Managers shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges.

9.2.3 Licensees will be required to pay a monthly License Fee to the Board of Managers as determined by the Board of Managers in the budget. License Fees are charged and paid independently of Common Charges and Special Assessments only to Licensees. A Licensee may abandon and terminate their license upon ten (10) day's notice written notice to the Board; the Licensee will not be required to pay the monthly License Fee after abandoning and terminating their license and will not be responsible for any unpaid License Fees. The Board of Managers will be authorized to locate a replacement Licensee, issue or sell a new license, and charge License Fees to the new Licensee with no reimbursement of the consideration paid by the Licensee that abandoned and terminated their license.

9.3. Failure to Pay Assessments.

9.3.1 Unit Owners shall pay promptly when Common Charges and Special Assessments assessed against their Unit. Any Unit Owner who fails to pay Common Charges shall be liable for any expenses incurred by the Board of Managers in collecting said monthly Common Charge

assessment, including interest at the highest legal rate and reasonable attorneys' fees.

9.3.2 In the event of a default in the payment of any monthly Common Charge assessment by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default, the Board of Managers shall send notice to the delinquent Unit Owner and the Registered Mortgagee, if any, giving the Unit Owner a five (5) day grace period in which to make their payment. The Board of Managers may charge the delinquent Unit Owner a fee of not more than One Hundred Fifty ($150.00) Dollars to cover the additional burden to the Board occasioned by the lack of timely payment, in addition to interest at the highest legal rate on the Common Charge assessment from its due date to the date payment is actually received from the Unit Owner. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments.

9.3.3 The Board of Managers shall take action to collect any Common Charges due from any Unit Owner which remain unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339 of the Real Property Law, or otherwise. Under Section 339-aa of the Condominium Act, a lien for non-payment of Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the office of the County Clerk in County of New York, and until all sums secured thereby, with the interest accrued thereon at the highest legal rate, shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever is earlier. The lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges, without necessarily filing the lien

9.3.4 No Unit Owner shall be liable for any Common Charges that accrue against a Unit subsequent to a sale, transfer or other conveyance of the Unit in accordance with these By-Laws and the Declaration. A purchaser of a Unit (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all Common Charges assessed against the Unit and unpaid at the time of the purchase.

9.3.5 If a Unit Owner rents any Unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in writing, all rent payments from the tenant shall attorn to the Board of Managers and shall be directly payable to the Board of Managers.

If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty (60) 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 Unit 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 Board of Managers at the address listed on the notice. At such time as payments for common charges, assessments and late fees from the Unit Owner are once again

current, notice of such fact shall be given within three (3) business days to the rental tenant and Unit Owner. Thereafter all rental payments shall be made payable to the Unit Owner or a designated agent. A Unit Owner who disputes the Board of Managers' 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 (30) days from the date the Board of Managers receives notice that such Unit Owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. Payment by a rental tenant to the Board of Managers made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the Unit Owner and shall be an absolute defense in any non-payment proceeding commenced by such Unit Owner against such tenant for such rent.

9.4. Foreclosure of Liens for Unpaid Assessments. The Board of Managers shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Unit because of unpaid assessments. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, sell, vote or otherwise deal with the Unit. A suit to recover a money judgment for unpaid assessments shall also be obtainable separately without waiving the lien on the Unit.

9.5. Statement of Assessments. Upon the written request of any Unit Owner or their mortgagee, the Board of Managers shall promptly furnish such Unit Owner or their mortgagee with a written statement of the unpaid assessments due from such Unit Owner.

9.6. Liability for Water, Sewage, Gas and Electricity**.** Each Unit Owner shall be responsible for paying for the costs of separately sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges.

9.7. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

9.8. Other Accounts. The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purposes.

9.9. Failure to Pay License Fees. In the event of a default in the payment of any monthly License Fee, the Board of Managers, at its sole option, may declare the license terminated. Prior to making any such declaration following a default, the Board of Managers shall send notice to the delinquent Licensee giving the Licensee a ninety (90) day grace period in which to make a payment in full. The Board of Managers may charge the delinquent Licensee a fee of not more than One Hundred Fifty ($150.00) Dollars to cover the additional burden to the Board occasioned by the lack of timely payment, in addition to interest at the highest legal rate on the License Fee from its due date to the date payment is actually received from the Licensee. Following the ninety (90) day grace period, the Board of Managers may terminate a license without reimbursement of the consideration paid

to acquire the license.

ARTICLE X INSURANCE AND INSURANCE TRUSTEE

10.1. Insurance to be Carried by the Board of Managers. Not later than the date the first Unit is conveyed, the Board of Managers shall obtain, and maintain to the extent obtainable, all risk or fire insurance with extended coverage, loss of business, income/extra expense, boiler and machinery, insuring the Condominium, including all of the Units and the bathrooms and fixtures initially installed therein, together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their Registered Mortgagees, as its interest may appear, in an amount equal to at least one hundred percent (100%) of the replacement value of the Building exclusive of the land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall contain New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any thereunder, shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims. All of such policies shall provide that adjustment of loss shall be made by the Board of Managers and all policies of physical damage insurance shall provide that the proceeds thereof, if $100,000 or less, shall be paid to the Board of Managers, and if in excess of $100,000 shall be paid to the Insurance Trustee. The Board of Managers is hereby appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each owner of any interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims.

10.1.1 All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rate liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

10.1.2 The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, general comprehensive liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, managing agent, if any, and each Unit Owner. Such comprehensive general liability insurance shall also cover cross-liability claims of one insured against another and shall be in a single limit of not less than One Million Dollars ($1,000,000) covering all claims for bodily injury and for property damage arising out of one occurrence. Such comprehensive general liability insurance shall commence on the closing of title to the first Unit. The Board of Managers shall also be required to carry workmen's compensation insurance should it be required by law.

10.1.3 Each Unit Owner shall be required to have in place as of the date they acquire title a policy insuring the improvements and betterments in its Unit, and naming the Condominium and the Board of Managers as the additional insured. In addition, the Non-Residential Unit Owner shall be required to carry commercial liability insurance effective as of the date they acquire title with liability coverage of not less than $1,000,000.00 for each incident and $2,000,000.00 in the aggregate. Residential Unit Owners shall be required to carry homeowner's liability insurance effective as of the date they acquire title in amounts acceptable to the Board of Managers. All Unit Owners must maintain current certificates of insurance with the Board of Managers, or the managing agent if any. All policies required pursuant to this subsection shall contain waivers of subrogation, and shall not affect or diminish for any reason any insurance procured by the Board of Managers.

10.2. The Insurance Trustee. The Insurance Trustee shall be a bank or trust company located in the State of New York designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee that shall be a bank or trust company located in the State of New York; the new Insurance Trustee shall hold all proceeds of insurance policies in accordance with Section 254.4 of the Real Property Law. Until such time that the mortgage lien held by the Declarant remains outstanding, the Declarant's Permitted Mortgagee shall act as Insurance Trustee.

10.3. Restoration or Reconstruction After Fire or Other Casualty.

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

10.3.2 If seventy-five percent (75%) or more of the building containing the Units is destroyed or substantially damaged (as determined the Board), and Unit Owners whose percentage of Common Interest totals seventy-five percent (75%) in the aggregate of the total Common Interest, inclusive of the Common Interest appurtenant to Non-Residential Units, do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale together with the net proceeds of insurance policies (or if there shall have been

a repair or restoration pursuant to these By-Laws, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interests, after first payment out of the share of each Unit Owner the amount of any unpaid liens on their Unit, the order of the priority of such liens.

10.3.3 "Prompt" and "promptly" as used in this section shall mean the later of (i) ninety (90) days from the date the Insurance Trustee or the Board of Managers receives the insurance proceeds, or (ii) sixty (60) days from the date the Insurance Trustee or the Board of Managers notifies the Unit Owners that the insurance proceeds are insufficient to pay the estimated costs of repair and/or restoration.

ARTICLE XI OPERATION OF PROPERTY

11.1. Other Provisions as to Use. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Board of Managers, whoever shall have the obligation to maintain such part of the Property.

11.2. Right of Access.

11.2.1 Each Unit Owner grants a right of access as set forth in the Declaration to such Unit Owner's Unit to the Board of Managers, the managing agents, managers, and/or any other person authorized by any of the foregoing upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

11.2.2 Each Unit Owner grants a right of access as set forth in the Declaration to such Unit Owner's Unit, and the Board of Managers shall grant rights of access to the Common Elements to Declarant and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of the Building and any punch list work therein, provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

11.3. Abatement and Enjoinment of Violations by Unit Owners

11.3.1 The breach of any provisions contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit or Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board of Managers shall not thereby be deemed guilty or liable in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.3.2 The violation or breach of any of the provisions of these By-Laws or the

Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.3.3 In the event the Board of Managers and/or the Declarant (hereinafter the "Creditor Party") takes any action or brings any proceeding against a Unit Owner (excluding Declarant) (hereinafter the "Defaulting Unit Owner") pursuant to the provisions of the Declaration or these By-Laws, the Defaulting Unit Owner shall reimburse the Creditor Party for all reasonable costs and charges incurred by the Creditor Party in connection therewith, including without limitation, attorney's fees, together with all reasonable out of pocket costs and expenses incurred by the Creditor Party, together with interest on all of the foregoing at the rate of interest of 1.5% per month (but in no event in excess of the maximum rate permitted by law) from the date of the payment or performance of the service by the Creditor Party may bill the Defaulting Unit Owner therefor at any time. Such funds expended by the Creditor Party plus interest earned thereon, as aforesaid, shall be deemed a charge assessed against the Defaulting Unit Owners Unit and the failure to make such reimbursement shall be deemed a default in the payment of Common Charges subject to the provisions governing such defaults as set forth in the Condominium Act and the By-Laws and the Board of Managers, upon receipt of such funds from the Defaulting Party shall promptly reimburse the Creditor Party, provided that the Creditor Party is the successful party in such action or proceeding.

ARTICLE XII SALE, LEASE AND MORTGAGING OF UNITS

12.1. Sale and Lease of the Non-Residential Unit(s). Non-Residential Unit Owners may sell, lease, and/or mortgage their Unit without the prior approval or consent of the Board of Managers, subject to the use restrictions set forth in the Declaration and these By-Laws, and such sale or lease shall not be subject to the Board of Managers' right of first refusal.

12.1.1 Subordination, Non-Disturbance and Attornment. Any lease of the Non-Residential Units shall be subordinate to the terms of the Declaration and these By-Laws, and any conflict between the terms of any such lease, and the Declaration and/or the By-Laws shall be resolved in favor of the latter. At the request of a Non-Residential Unit Owner, the Board of Managers will enter into a non-disturbance agreement (the "Non-Disturbance Agreement") in a form reasonably satisfactory to the Non-Residential Unit Owner, on commercially reasonable terms customary for similar mixed use buildings in the New York City metropolitan area, with any tenant of the Non-Residential Unit, which provides that, provided that the lease is in full force and effect, (i) unless required by law to preserve any claims on behalf of the Board of Managers against the Non-Residential Unit Owner, procedural or otherwise, the Board of Managers will not name or join the tenant as a party defendant in any action or proceeding to foreclose upon the Board of Managers' lien for Common Charges or other amounts against the Non-Residential Unit, (ii) it will recognize the tenant's rights pursuant to the lease, (iii) it will not disturb the tenant's possession or diminish the tenant's rights and privileges under the lease, (iv) it will not increase the tenant's obligations pursuant to the lease, (v) provided such tenant is not in default under the terms of such lease beyond all applicable notice and grace periods, it will not interfere with the tenant's use, possession or enjoyment of the Non-Residential Unit, and (vi) subject to the provisions of the Non-Disturbance Agreement and provided such tenant is not in default under the terms of such lease beyond all

applicable notice and grace periods, the rights of the tenant granted pursuant to the lease will not be disturbed. In the event that the Board or any other party succeeds to the interests of a Non-Residential Unit Owner in a Non-Residential Unit by reason of the foreclosure of the Non-Residential Unit or the delivery of a deed to the Non-Residential Unit, the tenant will agree to be bound to the Board or other party under all of the terms, covenants and conditions of the Lease and the tenant will attorn to the Board or other party as its landlord, and the Board of Managers will recognize the tenant as the direct tenant of the Board or its successor on the same terms and conditions as are contained in the lease. The Board of Managers, at the request of a Non-Residential Unit, shall promptly execute and deliver the Non-Disturbance Agreement in confirmation of the foregoing. The Non-Residential Unit Owner, as applicable, shall pay all reasonable costs and expenses of the Board of Managers in connection therewith. During the Control Period, Sponsor may execute any Non-Disturbance Agreement to be provided pursuant to the terms of this Article.

12.2. Sale and Lease of the Residential Units. No Residential Unit Owner, other than the Declarant, may convey their Unit or any interest therein by sale or lease except in the manner set forth in this Section. Any sale or lease of any Residential Unit in violation of this Section shall be voidable at the election of the Board of Managers.

12.2.1 Right of First Refusal. Other than a sale or lease by Declarant, a successor of Declarant, a registered mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal.

(a) Any contract to sell a Residential Unit, together with the Appurtenant Interests, and any lease of any Residential Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Board of Managers by certified or registered mail, or overnight mail, which notice shall be accompanied by a copy of the fully executed Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror"). The sending of this notice 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 Board or to its designee, corporate or otherwise, on behalf of all Unit Owners. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board of Managers, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand, the Offeree Unit Owner shall submit to the Board of Managers, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Board of Managers may reasonably request.

(b) The Board of Managers may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail, or overnight mail, not later than thirty (30) days (in the event of a proposed sale) and fifteen (15) business days (in the event of a proposed lease) after receipt of (i) the notice referred to in subparagraph (a) hereof, or (ii) all other information reasonably required by the Board of Managers, whichever is later, to purchase or lease the Offeree Unit, as the case may be, on behalf of all Residential Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement. Notwithstanding anything to the contrary contained herein, however, the Board of Managers shall not exercise any option set forth in this Article to purchase or lease any Residential Unit without the prior approval of a majority of Residential Unit Owners by number. The Board of Managers may use the Unit for any use permitted under the Declaration or these By-Laws.

(c) In the event the Board of Managers fails to exercise its right of first refusal within the time period set forth in subparagraph (b) above, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Board of Managers, or (ii) the expiration of the period in which the Board of Managers might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale Agreement or Lease Agreement within such sixty (60) day period, then, should the Offeree Unit Owner thereafter elect to sell such Residential Unit or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of subparagraphs (a) and (b) hereof, but not more often than once in any twelve (12) month period. The Board of Managers shall have the right to waive this requirement for good cause shown, in its sole discretion.

(d) The Board of Managers shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in exercising its right of first refusal set forth herein.

(e) In the event the Board of Managers does exercise its right of first refusal with respect to the sale of a Residential Unit, the acquisition of the Unit may be made from the working capital and Common Charges, or, if such funds are insufficient, the Board of Managers may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Residential Unit Owner's percentage of Residential Common Interest, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Residential Unit Owner, as provided above, for Common Charges for the Unit, or the rent due pursuant to the Lease, and for the cost of maintenance and repairs to such Unit. Neither the Board of Managers nor any Residential Unit Owner shall be entitled to cast any votes attributable to such Residential Unit.

(f) Notwithstanding the above, the right of first refusal held by the Board of Managers shall not adversely impact the rights of a mortgagee or its assignee to:

    a. foreclosure or take title to a unit pursuant to the remedies in the mortgage;

b. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
c. sell or lease a unit acquired by the mortgagee or its assignee.

In the event any provision in this section conflicts with (a) through (c) above, the rights of the registered mortgagee as set forth herein shall control.

12.2.2. Leasing. All leases of Residential Units must be for a minimum period of six (6) months (with each such lease being to a specific named tenant and with no right to substitute any other tenant during the term of the lease). All such leases shall be consistent with the By-Laws and shall contain such reasonable conditions as the Board of Managers may impose in order to protect the physical and financial security and continuity of the Condominium, including (but not limited to) the following provisions:

(a) the lease may not be modified, amended, extended or assigned, without the prior consent of the Board of Managers;
(b) the tenant may not sublet the demised premises, or any part thereof, without the prior written consent of the Board of Managers;
(c) the Board of Managers shall have the right to terminate the lease on not less than thirty (30) days prior written notice upon foreclosure of the lien granted by Section 339-z of the New York State Real Property Law; and
(d) the lease must contain an attornment provision that conforms with the provisions Section 339-kk of the Real Property Law.

The Board of Managers may establish other reasonable regulations governing leases of Residential Units from time to time. Except as set forth above, the form of any such lease shall be substantially in the then current form of apartment lease recommended by The Real Estate Board of New York, Inc. or New York City Bar Association with such modifications as may be approved in writing by the Board of Managers. The foregoing restrictions on leasing and the contents of leases contained herein shall not apply to a Residential Unit owned by Declarant, or a designee or successor of Declarant, or a Residential Unit owned by a mortgagee who took title for its own account in foreclosure or by deed in lieu of foreclosure.

12.2.3. Mortgages. No Residential Unit Owner may mortgage their Unit except by a mortgage loan granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, agency of the United States Government or of the City or State of New York or other similar institutional lender provided that (i) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note; (ii) the mortgage states that if consent by the mortgagee is required to any amendment to the Condominium Declaration and By-Laws such consent will not be unreasonably withheld or delayed; and (iii) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a permitted mortgage. Notwithstanding the foregoing, the Declarant and Non-Residential Unit Owners shall have the right to mortgage their Units without restrictions or limitation, but any such mortgage shall contain the representations in clauses (ii) and (iii) of this paragraph (if applicable).

12.3. Waiver of Partition Rights. The Unit Owners waive all rights to partition their Unit except as otherwise set forth herein.

12.4 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 make arrangements for recording in the City Register's Office, the Unit Power of Attorney required under the Declaration.

12.5 Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease their Unit unless and until all unpaid Common Charges assessed against their Unit shall have been paid to the Board of Managers. However, such unpaid Common Charges can be paid out of the proceeds from the sale of a Unit or by the grantee. Further, a Unit Owner may convey their Unit and their Common Interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit. The provisions of this Section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

12.6. Gifts, etc. Any Unit Owner may convey or transfer their Unit by gift during their lifetime or devise their Unit by will or pass same by intestacy without restriction.

ARTICLE XIII AMENDMENTS

13.1. General. Except as otherwise stated in the Declaration and this Article XIV, these By-Laws may be altered, amended or added to at any duly called Unit Owners' meeting provided that: (1) the notice of the meeting shall contain a full statement of the proposed amendment; (2) the amendment shall be approved by Unit Owners representing sixty-seven percent (67%) by number, including Non-Residential Unit Owners, and if material in nature by fifty one (51%) percent of the Registered Mortgagees; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. Approval or consent to any change to the Declaration or these By-Laws by a Registered Mortgagee will be implied if the Registered Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. However, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interests of holders of a mortgage encumbering a Unit or Units, or adversely affect Declarant’s rights. Notwithstanding the foregoing, wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor’s Registered Mortgage has not yet been satisfied.

13.2. Amendments Affecting Solely the Non-Residential Units or the Residential Units.

13.2.1 Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only Non-Residential Units, and/or Non-Residential Unit Owners, other than provisions restricting the use of such Unit, may be amended, modified or deleted by Non-Residential Unit Owners

13.2.2 Any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Units, the Declarant or the Residential Unit Owners may be amended, modified or deleted by the Declarant or by a vote of sixty-seven percent (67%) of the Residential Unit Owners by number as applicable without the consent of the Board or the other Unit Owners. However, the Board of Managers shall cooperate with the Declarant's or Residential Unit Owner's efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

13.3. Amendments Requiring Additional Consent.

13.3.1 Any amendment to these By-Laws that would materially and adversely impact the rights and obligations of a Non-Residential Unit Owner, or the permitted use of a Non-Residential Unit shall require the consent of the Non-Residential Unit Owners

ARTICLE XIV CONDEMNATION

14.1. General. In the event all or part of the General Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $100,000.00, and to the Board of Managers if the award is $100,000.00 or less.

14.1.1. Except as otherwise set forth herein, any award from such proceedings shall be distributed as follows:

(a) So much of the award as is applicable to General Common Elements, to the Unit Owners pro rata according to their respective Common Interests appurtenant to the Units owned by such Unit Owners.

(b) So much of the award as is applicable to irrevocably General Common Elements, to the Unit Owners having general use of such General Common Elements. Any change in the provisions of this Article shall not be valid unless a majority of the Registered Mortgagees approves such a change. Notwithstanding the foregoing, wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied.

14.1.2 For so long as Declarant remains the owner of a Residential Unit, in the event ten percent (10%) or less of the General Common Elements are taken in such condemnation or eminent domain proceedings, the distribution of any award shall be determined by the Declarant in its sole discretion.

14.1.3 In such eminent domain or condemnation proceeding, the Board of Managers shall request that the award shall set forth the amount allocated to General Common Elements. In the event the award does not set forth such allocation, then the question of such allocation shall be submitted to arbitration in accordance with these By-Laws.

ARTICLE XV RECORDS AND AUDITS

15.1. Records. The Board or the Managing Agent shall keep detailed records of the actions of the Board of Managers, minutes of the meetings of the Board of Managers, minutes of the meetings of the Units Owners for whom the Board of Managers serves and financial records and books of account with respect to the activities of the Board of Managers, including a listing of all receipts and expenditures. In addition, the Board of Managers shall keep a separate account for each Unit, which among other things, shall contain the amount of each assessment of Common Charges made by the Board of Managers against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

15.2. Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Board of Managers to all Unit Owners and, if so requested, to any Registered Mortgagee. The cost of such report submitted by the Board of Managers shall be paid by the Unit Owners as a Common Charge.

15.3. Availability of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board of Managers and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE XVI ARBITRATION

16.1. General. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the rules of the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not be in existence and has no successor organization, any such arbitration shall be held before an arbitrator appointed by a court of competent jurisdiction.

16.2. Alternatives. The parties to any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws may, by written agreement, vary any terms of this article, and may agree to resolve the matter in any manner, including, without limitation, the manner set forth in §3031 of the New York Civil Practice Law & Rules and known as the Simplified Procedure for Court Determination of Disputes.

16.3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of this article shall be binding upon all of the parties thereto and may be entered in any court of competent jurisdiction.

16.4. Fees, Costs, and Expenses. The fees, costs, and expenses of the arbitration, including those of the arbitrator, attorneys, and witnesses, shall be borne by the losing party in the arbitration, unless otherwise provided for in the Declaration or By-Laws. If neither party substantially prevails, as determined by the arbitrator, then fees, costs, and expenses of the arbitrator shall be borne equally by the parties.

16.4.1. All fees, costs, and expenses paid or incurred by the Board of Managers in connection with any arbitration shall constitute Common Expenses to be borne by all Unit Owners if such arbitration relates to the General Common Elements or applies to the Units generally.

16.4.2. All fees, costs, and expenses paid or incurred by the Board of Managers in connection with any arbitration shall constitute Residential Common Expenses to be borne by Residential Unit Owners if such arbitration relates solely to Residential Common Elements or Residential Units.

ARTICLE XVII MISCELLANEOUS

17.1. Insurance. Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in their Unit that will increase the insurance rates on their Unit or any other Unit or on the Common Elements.

17.2. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

17.3. Notice to Condominium. A Unit Owner who mortgages their Unit shall notify the Condominium through the Managing Agent, if any, or the President of the Board of Managers in the event there is no Managing Agent, of the name and address of their mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Units."

17.4. Notice of Unpaid Assessments. The Board of Managers shall, at the request of a Registered Mortgagee or a Unit Owner, report any unpaid assessments due from the Unit Owner of such Unit.

17.5. Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

17.6. Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

17.7. Depository. The Depository shall be a savings bank, a savings and loan association or a commercial bank or trust company designated by the Board of Managers to serve as Depository, provided all funds held by such Depository shall be held in New York City. In the event the Depository resigns or the Board of Managers wishes to replace it, the Board of Managers shall promptly appoint a new Depository in accordance with the terms of this Section. The Board of Managers shall pay the fees and disbursements of any Depository and such fees and disbursements shall constitute a Common Charge. The Depository shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Declarant's construction or permanent lender, and subject to the foregoing requirements, such lender shall be the Depository until its release of all Units from the lien of its mortgage.

17.8. Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or Successor Sponsor as set forth herein shall inure to the benefit of and be binding upon any Successor Sponsor. Subject to the foregoing, Declarant and Successor Sponsor shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

17.9. Covenant of Further Assurances.

17.9.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board of Managers, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By- Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

17.9.2 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgement or delivery, and to the Board of Managers, stating the reasons why such Unit Owner, Board or other party refuses to execute, acknowledge or deliver such instruments or take such action, then the Board of Managers which represents such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party.

17.9.3 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or its designee, or (ii) to deliver a written notice to Declarant or its designee, as applicable, and to the Board of Managers stating the reasons why such Unit Owner, the Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or take such action, in the name of such Unit Owner, the board or other party and such document or action shall be binding on such Unit Owner, the Board or other party, as the case may be.

17.10. First Mortgagee's Rights Confirmed. No provision of the Declaration or these By-Laws gives a Unit Owner or any other party priority over any rights of the first mortgagee of the Condominium Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the Residential Units and the conduct of all residents thereof:

1. Owners of a Unit, their employees, licensees and guests shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium.

2. The Common Elements and the Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner, except as may be provided for herein.

3. Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

4. Every Unit Owner must perform promptly all maintenance and repair work to its own Unit, which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which its Unit forms a part, such Unit Owner being expressly responsible for the damages and liabilities that its failure to do so may engender. All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations, shall be at the Unit Owner's expense.

5. No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of their Unit.

6. Each Unit Owner shall keep their Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof, any dirt or other substance.

7. Nothing shall be installed in or be projected from any window, balcony or wall of the Building by a Unit Owner without similar approval.

8. No Unit Owner or any of their agents, servants, employees, licensees or visitors shall at any time bring into or keep in their Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

9. No Unit Owner shall make or permit any disturbing noises in their Unit or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Units Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a CD player, radio or television set or other loud speaker in such Owner's Unit between the hours of 12:00 midnight and the following 7:00 A.M. if the same shall disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the follow 9:00 A.M.

10. No garments, rugs or similar items shall be hung from the windows or from any other part of the Building or balconies or terraces or clotheslines strung on or over the Common Elements (including any irrevocably restricted areas).

11. No sign of any kind shall be displayed to the public view on or in any Unit.

12. No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash.

13. No Unit Owner shall leave any personal property (i.e., bicycles, carriages, etc.) to be left in the hallways, corridors, lobby or other common areas.

14. No one shall ride bicycles, mopeds or skateboards on any portion of the Common Elements.

15. Every Unit Owner shall comply with the recycling laws of the City of New York or any other governmental entity having jurisdiction thereof.

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

SCHEDULE D TO THE DECLARATION OF THE CONDOMINIUM

The Society House Condominium
335 West 35th Street
Brooklyn, NY
New York County

TAX BLOCK 759

BUDGET ALLOCATION

THE SOCIETY HOUSE CONDOMINIUM

OFFERING PLAN

CERTIFICATIONS

CERTIFICATION BY SPONSOR

New Tent, LLC and Neo Image Enterprise, LLC
250 Lafayette Street, 5th Floor
New York, New York 10012

March 19, 2019

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

Re: The Society House Condominium
The T.F. Chen Art Building
335 West 35th Street, New York, NY 10013

The undersigned certifies as follows:

We are the Sponsor and the Principals of Sponsor of the Condominium offering 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 Attorney General 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 form 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 that is beyond reasonable expectation or unwarranted by existing circumstances; and

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

(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.

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.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this affidavit as of the date first above written.

SPONSOR:

NEO IMAGE ENTERPRISES, LLC

By: _____
Name: Ted Chen
Title: Authorized Signatory

Subscribed and sworn to before me,

this 19th day of March, 2019

_____
Notary Public

Akash Ramlackhan
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RA6387933
Qualified in Queens County
Commission Expires February 25, 2023

PRINCIPALS:

_____
Ted Chen

Subscribed and sworn to before me,

this 19th day of March, 2019

_____
Notary Public

Akash Ramlackhan
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RA6387933
Qualified in Queens County
Commission Expires February 25, 2023

_____
Tsing Fang Chen

Subscribed and sworn to before me,

this ___ day of March, 2019

_____
Notary Public

_____
Lucia Chen

Subscribed and sworn to before me,

this ___ day of March, 2019

_____
Notary Public

IN WITNESS WHEREOF, the undersigned has duly executed this affidavit as of the date first above written.

SPONSOR:

NEO IMAGE ENTERPRISES, LLC

By: _____
Name: Ted Chen
Title: Authorized Signatory

Subscribed and sworn to before me,

this ___ day of March, 2019

_____
Notary Public

PRINCIPALS:

_____
Ted Chen

Subscribed and sworn to before me,

this ___ day of March, 2019

_____
Notary Public

Tsing-fang chen
_____
Tsing Fang Chen

Subscribed and sworn to before me,

this 25 day of March, 2019

Notary Public: HSU WAN-YU
The HSU, WAN-YU Notary Public Office, Taipei Taiwan District Court.
2F, -3, No. 333, Fuxing N. Rd., Songshan Dist., Taipei City Taiwan.
Tel:+886(02)2546 0333 Fax:+886(02)2546 0111
108年度北院民認瑜字 Serial No. 080400

Notary Public

Lucia Chen
_____
Lucia Chen

Subscribed and sworn to before me,

this 25 day of March, 2019

Notary Public: HSU WAN-YU
The HSU, WAN-YU Notary Public Office, Taipei Taiwan District Court.
2F, -3, No. 333, Fuxing N. Rd., Songshan Dist., Taipei City Taiwan.
Tel:+886(02)2546 0333 Fax:+886(02)2546 0111
108年度北院民認瑜字 Serial No. 080401

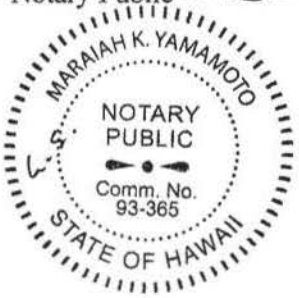
Notary Public

Julie Chen

Subscribed and sworn to before me,

this 20th day of March, 2019

Notary Public Mariah K. Yamamoto



SPONSOR:

NEW TENT, LLC

By: _____
Name: Ted Chen
Title: Authorized Signatory

Subscribed and sworn to before me,

this ___ day of March, 2019

_____
Notary Public

PRINCIPALS:

_____
Lucia Chen

Subscribed and sworn to before me,

this ___ day of March, 2019

_____
Notary Public

_____
Tsing Fang Chen

Subscribed and sworn to before me,

this ___ day of March, 2019

_____
Notary Public

Julie Chen

Subscribed and sworn to before me,

this ___ day of March, 2019

Notary Public

SPONSOR:

NEW TENT, LLC

By: _____

Name: Ted Chen

Title: Authorized Signatory

Subscribed and sworn to before me,

this 19th day of March, 2019

Notary Public

Akash Ramlackhan
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RA6387933
Qualified in Queens County
Commission Expires February 25, 2023

PRINCIPALS:

Lucia Chen

Subscribed and sworn to before me,

this ___ day of March, 2019

Notary Public

Tsing Fang Chen

Subscribed and sworn to before me,

this ___ day of March, 2019

Notary Public

Julie Chen

Subscribed and sworn to before me,

this ___ day of March, 2019

Notary Public

SPONSOR:

NEW TENT, LLC

By: _____
Name: Ted Chen
Title: Authorized Signatory

Subscribed and sworn to before me,

this ___ day of March, 2019

Notary Public

PRINCIPALS:

Lucia Chen

Lucia Chen

Subscribed and sworn to before me,

this 25 day of March, 2019

Notary Public

Notary Public: HSU WAN-YU
The HSU, WAN-YU Notary Public Office, Taipei Taiwan District Court.
2F, -3, No. 333, Ftxing N. Rd., Songshan Dist., Taipei City Taiwan.
Tel+886(02)2546 0333 Fax+886(02)2546 0111
108年度北院民認瑜字 Serial No. 080402

Tsing-Fang Chen

Tsing Fang Chen

Subscribed and sworn to before me,

this 25 day of March, 2019

Notary Public

Notary Public: HSU WAN-YU
The HSU, WAN-YU Notary Public Office, Taipei Taiwan District Court.
2F, -3, No. 333, Ftxing N. Rd., Songshan Dist., Taipei City Taiwan.
Tel+886(02)2546 0333 Fax+886(02)2546 0111
108年度北院民認瑜字 Serial No. 080403

Ted Chen

Subscribed and sworn to before me,

this 19th day of March, 2019

Notary Public

Akash Ramlackhan
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RA6387933
Qualified in Queens County
Commission Expires February 25, 2023

Julie Chen

Subscribed and sworn to before me,

this ___ day of March, 2019

Notary Public

Ted Chen

Subscribed and sworn to before me,

this 20th day of March, 2019

Maraiah K. Yamamoto

Notary Public Maraiah K. Yamamoto

Julie Chen BF

Julie Chen

Subscribed and sworn to before me,

this 20th day of March, 2019

Maraiah K. Yamamoto

Notary Public

MARAIAH K. YAMAMOTO
NOTARY PUBLIC
Comm. No. 93-365
STATE OF HAWAII

NOTARY CERTIFICATION

Document Date: 3/20/2019 No. of Pages: 5

Third Circuit

Notary Name: MARAIAH K. YAMAMOTO

Document Description:

Certification BF Sponsor

Notary Signature: Maraiah K. Yamamoto

Date: 3/20/2019 Commission Exp: 7/5/2021

MARAIAH K. YAMAMOTO
NOTARY PUBLIC
Comm. No. 93-365
STATE OF HAWAII

ISSAC|STERN

307 5TH AVENUE, 14TH FLOOR, NEW YORK, NY 10016
PHONE: 1·212·268·5600 | FAX: 1·212·268·9911
E-MAIL: INFO@ISSACSTERN.COM

CERTIFICATION BY SPONSOR'S ARCHITECT

Real Estate Finance Bureau
Office of the New York State Attorney General
28 Liberty Street, New York NY 10005

Attn: Real Estate Finance Bureau

Re: **The Society House Condominium**
The T.F. Chen Art Building
335 West 35th Street, New York, New York

The undersigned certifies as follows:

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 inspected the existing portions of the property on September 2017, and we examined the building plans and specifications that were prepared by Issac & Stern Architects P.C. and approved by the New York City Department of Buildings on December 8 2017, and prepared the Report dated January 22 2019, a copy of which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

The undersigned is a registered architect in the State in which the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is

made.

We certify that the Report:

(i) sets forth in narrative form the description and/or 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 examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon the 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

i. knew the truth;
ii. with reasonable effort could have known the truth;
iii. made no reasonable effort to ascertain the truth; or
iv. did not have knowledge concerning the representation or statement made.

We further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my firm's compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

[SIGNAGURE PAGE TO FOLLOW]

By: _____
Ralph Kowalczyk, RA



Seal

Sworn to me this

22 day of March, 2019

_____
Notary Public

MARTIN AUSTIN DAVID
Notary Public, State of New York
Registration #01MA6341019
Qualified In Suffolk County
Commission Expires May 2, 2020

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

March 19, 2019

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

Re: The Society House Condominium
The T.F. Chen Art Building
335 West 35th Street, New York, New York

To Whom It May Concern:

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B and the footnotes thereto, containing the projected income and expenses for the first year of condominium operation, and to review Schedule B-1, containing the projected budget for individual energy costs. AKAM Associates, Inc. has been engaged in the management of residential real estate for more than thirty years, and manages more than 200 condominium and cooperative properties in New York City.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule B.

We have reviewed Schedule B and investigated the facts set forth in Schedule B and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

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

We certify that the Schedule:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation, and the projected budget for individual energy costs;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

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

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

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

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

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statement made.

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

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

Very truly yours,

AKAM ASSOCIATES, INC

By _____
Name: Michael Rogoff
Title: Senior Vice President

Sworn to before me this 19
day of March, 2019

_____
Notary Public

NANCY CASTELLANO
Notary Public, State of New York
No. 01CA6345050
Qualified in New York County
Commission Expires July 18, 2020

#58901094_v1

CERTIFICATION BY EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER

March 19, 2019

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

Re: The Society House Condominium
The T.F. Chen Art Building
335 West 35th Street, New York, New York

To Whom It May Concern:

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B and the footnotes thereto, which includes projections of common charges payable by the owner of the commercial unit. AKAM Associates, Inc. has been engaged in the management of residential real estate for more than thirty years, and manages more than 200 condominium and cooperative properties in New York City.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit listed in Schedule B.

We have reviewed the Schedule as it impacts up on the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for common charges payable by the owner of the commercial unit appears reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owners of the commercial unit:

(i) set forth in detail the projected common charges for the commercial units for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial unit;

(iii) do not omit any material fact;

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

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

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

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

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statement made.

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

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

Very truly yours,

AKAM ASSOCIATES, INC

By _____
Name: Michael Rogoff
Title: Senior Vice President

Sworn to before me this 19
day of March, 2019

_____
Notary Public

NANCY CASTELLANO
Notary Public, State of New York
No. 01CA6345050
Qualified in New York County
Commission Expires July 18, 2020