CONDOMINIUM OFFERING PLAN
FOR SALE OF RESIDENTIAL UNITS

IN

150 EAST 23RD ST. CONDOMINIUM
A/K/A CELESTE GRAMERCY

A Condominium Located at

150 East 23rd Street
New York, New York 10010
New York County

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51 Residential Units *	$	135,965,000.00
26 Storage Room Licenses	$	681,000.00
Total Purchase Price of Offering	$	136,646,000.00
Reserve Fund/Working Capital Fund**	$	0.00

* The Condominium includes 1 Commercial Unit which is not being offered for sale at this time. The Superintendent's Unit is not being offered for sale to the public at this time and instead will be sold to the Board of Managers of the Condominium on behalf of all of the Unit Owners.

** See the section of the Plan titled, "Working Capital Fund and Reserve Fund."

Name and Address of Sponsor:	**Sales Office:**	**Name and Address of Selling Agent:**
LKH 23RD, LLC and 154 EAST 23, LLC **2500 Secaucus Road** **North Bergen, NJ 07047**	**135 Fifth Avenue, 9th Floor, New York, New York 10010**	**Cantor & Pecorella, Inc.** **443 Greenwich Street, Unit 1G,** **New York, New York 10013**

Date of Acceptance for Filing: _____, 20__. This Offering Plan May Not Be Used After _____, 20__ Unless Extended By An Amendment to the Offering Plan.

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

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER CONSUMMATION OF THE PLAN, THIS 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 THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. (SEE THE SPECIAL RISKS SECTION OF THE OFFERING PLAN).

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

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SPECIAL RISKS

1. It is noted that although all Residential Units are being offered pursuant to the Offering Plan, Sponsor has reserved the right to withhold certain Residential Units from sale. In the event that the Sponsor withholds one (1) or more of the Residential Units from sale, Sponsor shall amend the Plan to disclose which Units are being withheld. If Sponsor leases certain Residential Units to tenants after Consummation of the Plan and such Units are subsequently offered, Sponsor shall amend the Plan, accordingly, if such Units are offered subject to such tenancies. Currently, there is no timeline for withholding or releasing additional Units onto the market. Should any of Sponsor's marketing or advertising materials concerning the Condominium refer to a percentage of Residential Units sold, any Residential Units that are not being offered for sale to the public at that time shall be counted as the total number of Residential Units for purposes of such calculation.

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupants"), prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. In the event that Unsold Units are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. 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 still owns a substantial ownership interest, 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 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. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit. The decision of Sponsor to withhold Units from sale and/or rent same may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and/or the price which they are able to obtain for the Unit.

Sponsor will not use the withholding of Units to deceive the public about percentage of Units that have been sold. Sponsor shall use fifteen percent (15%) of the total Residential Units in the Building rather than fifteen percent (15%) of the number of Units being offered at the time in order to declare the plan effective. Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units after Consummation of the Plan, there is no commitment on the Sponsor's part to sell more Units than eight (8) Residential Units, which represents a minimum of at least fifteen percent (15%) of the Units necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on the management of the Condominium because of their different reasons for owning a Unit i.e., purchase as a home as opposed to an investment. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1(c) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

See the section of the Offering Plan titled "Introduction," located in Part I of the Offering Plan for further details.

2. The project is being financed from Sponsor's own funds and construction loan financing from Shanghai Commercial Bank Ltd. (hereinafter the "Construction Lender"). The construction loan closing took place on January 23, 2015. Pursuant to the terms of the construction loan, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than minimum sales prices negotiated by the Sponsor with the Construction Lender. Sponsor represents that all of the offering prices, as set forth in Schedule A located in Part I of the Offering Plan, are above any proposed minimum sales prices negotiated by Sponsor with the Construction Lender. Further, the Construction Lender has agreed that upon the payment by Sponsor of the greater of the minimum sales or a percentage of gross or net sales proceeds from the closing of each Unit until the loan is paid in full, the Construction Lender will release the Unit closed from the lien of the Construction Lender's construction loan. Additionally, based upon the terms of the construction loan, the Sponsor will not have the right to lease any portion of the Property without the consent of the Construction Lender.

3. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety (90%) percent of the Common Interest allocated to all the Residential Units; or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will

relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though its total percentage of Common Interest may otherwise enable it to do so. Accordingly, it is possible that Sponsor and/or its designee(s) may control the Board of Managers for as long as five (5) years from the date of the First Unit Closing. See the section of the Offering Plan located in Part I, titled, "Control By Sponsor," for further details.

4. As long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interest allocated to the Units, but in no event for a period in excess of five (5) years from the date of the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to (a) the contingency fund provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed 4.00% of the budgeted expenses of the Condominium, and (b) the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B for the Property and as required by the Federal Housing Administration and Fannie Mae guidelines, to the extent that the aggregate amount of such fund does not exceed 10.00% of the budgeted expenses of the Condominium, but subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage 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) increase the number or change the type of employees from that described in Schedule B of the Offering Plan or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan, unless the annual cost of all other services being provided is no greater than the total cost of those provided for in Schedule B. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer. See the section of the Offering Plan located in Part I, titled, "Control By Sponsor," for further details.

5. Purchasers will be required to make a downpayment upon execution of a Purchase Agreement in an amount equal to 10% of the purchase price, and within 120 days after receipt of the executed Purchase Agreement from Sponsor or upon the Plan being declared effective, whichever is earlier, an additional downpayment equal to 5% of the purchase price. It is a special risk of this Offering Plan that Purchasers are required to deposit in escrow with Sponsor's attorneys, an aggregate downpayment of 15% of the purchase price. Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make an initial Down Payment equal to fifty percent (50%) of the applicable purchase price, including the purchase price of an individual Storage Room, if applicable, and will not be

required to make an Additional Down Payment. The requirement of this fifty percent (50%) Down Payment is also a special risk of the Offering Plan.

If a Purchaser defaults under his Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. Time is of the essence for the Purchaser to cure any default under the Purchase Agreement within such thirty (30) day period. "Time is of the essence" means that if the default is not timely cured the Sponsor may (but is not obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the downpayment deposit, together with any accrued interest, and any other amounts paid by the Purchaser for any special or custom work shall be paid over to Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void.

If, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date, or the Adjourned Closing Date (as defined in the form of Purchase Agreement set forth in Part II of the Offering Plan), and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustment for real estate taxes and Common Charges will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.04% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

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 either Seller's rights or Purchaser's obligations thereunder, but only in the event the Sponsor prevails.

See the section of the Offering Plan located in Part I, titled, "Procedure to Purchase," for further details.

6. Pursuant to the Offering Plan, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance which, if requested by Purchaser, Sponsor shall order on Purchaser's behalf from Summit Associates or All New York Title Agency, Inc., as agents for First American Insurance Company of New York. Obtaining title insurance from Summit Associates or All New York Title Agency, Inc. shall facilitate the Closing and avoid unnecessary delays. However, notwithstanding anything herein to the contrary, Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company. Purchasers are advised that obtaining title insurance from another title

insurance company and/or abstract company may cause a delay of the Closing of title to the Unit. There shall be no additional cost if Purchaser elects to obtain title insurance from another title insurance company and/or abstract company. See the section titled, "Unit Closing Costs and Adjustments" located in Part I of the Offering Plan for further details.

7. No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations, the subsequent ability of the Sponsor to perform its obligations will depend upon Sponsor's financial condition at that time. In the event that Sponsor is unable to perform its obligations pursuant to the Offering Plan, Sponsor shall cease all sales activity and amend the Offering Plan to disclose its current financial condition. The amendment will also provide that Purchasers will be given, for a period of fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter. For a further discussion please consult the section of the Offering Plan located in Part I, titled "Rights and Obligations of Sponsor".

8. It is a special risk of this Offering Plan that the obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. Neither the Sponsor nor the Selling Agent makes any representations as to the terms or availability of any mortgage financing.

9. It is a special risk of the Offering Plan that even though the Purchase Agreement is not contingent upon financing, prospective Purchasers should be aware that in the event Purchaser obtains a loan commitment, its term may be fixed, and it could expire before the closing of title to the Unit. The failure of a Purchaser to obtain financing will not relieve a Purchaser from his or her obligations under the Purchase Agreement to pay the balance of the Purchase Price when due and if payment is not made when due, including the applicable grace period, the Down Payment may be forfeited.

Further, the fact that a Purchaser's Purchase Agreement will not be contingent upon financing, to the extent permitted by applicable Law, the provisions of the Declaration and By-Laws may comply with certain requirements of the Federal National Mortgage Association ("Fannie Mae") and the Federal Housing Authority ("FHA"). Sponsor, at its sole cost and expense, may, but has not obligated itself, to file applications with Fannie Mae and FHA in order to have the Condominium added to a list of file applications with Fannie Mae and FHA in order to have the Condominium added to a list of "approved" condominiums. There is no guaranty, assurance or obligation that Sponsor will complete said applications or satisfy the criteria for

approvals, or in the event that either or both of the Fannie Mae and FHA requirements are satisfied, whether the Condominium will continue to satisfy such criteria. Purchasers should further be advised that if FHA approval is granted to the Condominium, no more than thirty percent (30%) of the total Residential Units may be encumbered by FHA securitized, guaranteed or insured loans. It shall not be a basis for a Purchaser to rescind a Purchase Agreement if for any reason, Sponsor's application to either or both of Fannie Mae and FHA, is not submitted or approved. In addition, in accordance with the requirements of Fannie Mae and FHA, at least ten percent (10%) of the total operating budget for the First Year of Condominium operation is required to be set aside for capital expenditures and replacement reserve fund in order to fund the replacement reserves for capital expenditures and deferred maintenance (the "Reserve Contribution"), as more particularly described in "Schedule B, Projected Budget for First Year of Condominium Operation, Commencing January 1, 2019," located in Part I of the Plan, subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage. There is no guarantee or assurance that the Reserve Contribution will be provided as a line item in the operating budget subsequent to the First Year of Condominium operation or that Purchasers will be able to obtain mortgages insured by Fannie Mae and/or FHA. The Condominium Board reserves the right, in its sole discretion (including without limitation during the time that Sponsor controls the Condominium Board) to use the Reserve Contribution towards any capital expenditures it deems appropriate. However, it is a special risk of this Offering Plan that the portion of the Reserve Contribution contributed by the Commercial Unit Owner can only be used for the repair and replacement of the General Common Elements. Please see Article VI of the By-Laws of the Condominium set forth in Part II of the Plan for further details.

In general, see the section of the Offering Plan located in Part I, titled "Procedure to Purchase," for further details.

10. As shown on the Site Plan and Floor Plans set forth in Part II of the Offering Plan, the floors of the Building are designated cellar, first floor, second floor through twelfth floor, then the fourteenth floor through the twentieth floor. Floors eighteenth through twentieth will also be known as the penthouse levels. Although a thirteenth structural floor exists, there is no designated thirteenth floor in the Building. All floor references in the Offering Plan, including the "Description of Property and Specifications" in Part II, to particular floors of the Building are in accordance with such floor designations. As a result, the elevation of such designated floors above the twelfth floor may not correspond to similarly designated floors in a typical residential building which has a designated thirteenth floor. Floor numbering in the construction plans for the Building filed with the New York City Department of Buildings include references to construction or structural levels above the twelfth floor which differ from the floor designations as set forth in the Offering Plan, including the Description of Property and Specifications. See the section of the Offering Plan located in Part I, titled "Description of Property and Improvements," for further discussion.

11. Once issued, the Certificate of Occupancy for the Building shall provide that the Commercial Unit located on a portion of the first floor and a portion of the cellar level of the Building shall be used for commercial purposes, including, but not limited to, retail or restaurant

uses, or for any lawful purpose under the Zoning Resolution of the City of New York, as amended ("Zoning Resolution").

The Commercial Unit may be physically altered and/or subdivided by Sponsor or its designee to accommodate more than one rental tenant and as stated above may be used for any permitted use under the Zoning Resolution. However, although the Commercial Unit Owner has the right to change the use of the Commercial Unit, any other permitted use of the Commercial Unit must comply with the Certificate of Occupancy for the Building as it currently exists or as amended by Sponsor or Sponsor's designee or a Commercial Unit Owner, and as otherwise provided by the Declaration and By-Laws of the Condominium. While Sponsor may lease the Commercial Unit to a tenant, the Commercial Unit may not be occupied unless and until a temporary or permanent Certificate of Occupancy has been procured for the same unless otherwise consented by the Department of Law.

Additionally, as part of the construction or subsequent to the construction, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto and provided such installation is feasible without any material adverse physical effect on any other Unit, shall have the right to install a flue which will be sized for possible restaurant or commercial grade kitchen use in or on the common areas of the Building and such flue may run from the cellar or first floor level through the main roofs or some other point in the Building where it will terminate in accordance with the NYC Building Code. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have an easement, without charge or limitation and without the consent of the Board of Managers, to use said flue for any lawful purpose and in conjunction with the use of the Commercial Unit. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall also have the right, and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install in the Commercial Unit additional elevators, escalators, staircases and/or other mechanical equipment which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installation will comply with all applicable law, ordinances or building codes and shall not affect the structural integrity of the Building.

Further, in the event that the Sponsor, Sponsor's designee and/or the Commercial Unit Owner purchases or leases an adjoining or neighboring property or properties which is/are adjacent to the Commercial Unit, then, in such event, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right, and an easement in, on and over the Common Elements, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to physically connect the Commercial Unit at any and all levels of the Commercial Unit to the adjoining or neighboring property or properties that have been purchased or leased. Such connection and all such installations related thereto will

comply with all applicable law, ordinances or building codes and will not affect the structural integrity of the Building.

The Sponsor, designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without consent of the Board of Managers, any Unit Owner or mortgagee thereof, to replace all or any portion of the sidewalks, including, but not limited to, any planting and/or planters located thereon (hereinafter, the "Commercial Sidewalks"), which are directly in front of any portion of the Commercial Unit. However, any replacement of the Commercial Sidewalks must be an installation which is equal to or better than the Commercial Sidewalks as originally set forth in the approved Alteration or New Building Plans for the Building. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall also have an easement, without charge or limitation, to use the Commercial Sidewalks for any lawful purpose and in conjunction with the use of the Commercial Unit.

A Commercial Unit Owner, its servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the entrances to the Building and through the public staircase in, on, over and across the cellar or other common areas of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including but not limited to, heating, air-conditioning and/or boiler equipment, if any, located in the cellar or roof level mechanical rooms or boiler rooms of the Building and which service the Commercial Unit.

Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use the Building's common electricity, water and other utility services and facilities with the cost thereof being a Common Expense paid by all Unit Owners as part of their Common Charges; (v) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, upon reasonable notice to affected Unit Owners, unless such access is needed in an emergency, in which case no notice is required, and (vi) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

Other than as set forth herein regarding the use of the Commercial Unit and/or the rights of the Commercial Unit Owner, the use, improvement and construction of the Commercial Unit shall not have any material adverse impact on the Condominium nor impact the enjoyment or use of any Residential Unit. Further, the right of the Commercial Unit Owner (i) to install a flue in

the Building for restaurant or commercial grade kitchen use, and (ii) to an easement in, on and over the Common Elements to physically connect the Commercial Unit to an adjoining or neighboring property or properties, will not interfere with those portions of the Building necessary for ingress or egress to any Residential Unit, nor impact on the enjoyment of or use of portions of the Common Elements designated specifically for common use, such as the gym/fitness room, lounge, Pool, etc.

The Commercial Unit is not being offered for sale by Sponsor at this time but shall be retained by the Sponsor. Further, the Sponsor has reserved the right to amend the Offering Plan in the future to (i) allow Sponsor and/or a Sponsor designee to offer the Commercial Unit for sale at that time (which may be done as a price change-only amendment) and/or (ii) prior to it being offered for sale, transfer, convey or gift the Commercial Unit to another legal entity or trust, the ownership of which would either be owned or controlled by the principals of Sponsor. Although the Commercial Unit has its own separate entrances, prospective purchasers of the Residential Units located above the Commercial Unit must anticipate that because of the possible uses of the Commercial Unit there will be a greater number of people entering and leaving the Building, a higher volume of noise, odors, including, but not limited to odors emanating from any flue and/or rooftop chimney installed by Sponsor, its designee and/or the Commercial Unit Owner, and/or hours of usage of the Unit than might otherwise be expected, and other possible adverse effects resulting from the use of the Commercial Unit.

The Commercial Unit may be used for any lawful purpose and may be subdivided by Sponsor or a Commercial Unit Owner into two (2) or more separate Commercial Units. The Condominium Board will have no right to restrict or limit the uses or subdivision of the Commercial Unit which are permitted by law, applicable zoning ordinances and the Declaration and By-Laws. Additionally, the Commercial Unit Owner shall have the right to make alterations, additions, improvements or repairs to their Units, to subdivide its Unit or later combine a subdivided Commercial Unit without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers.

In the event Sponsor, or if applicable, Sponsor-designee or successor-Sponsor as to the Commercial Unit, subdivides or makes material changes to the floor plan of the Commercial Unit, Sponsor, Sponsor-designee or successor-Sponsor as to the Commercial Unit shall disclose such changes in an amendment to the Plan prior to offering the Commercial Unit to the public. Further, Sponsor, Sponsor-designee or successor-Sponsor as to the Commercial Unit shall amend the Declaration and Tax Maps as necessary to reflect such changes. Depending on the nature of the construction work and the needs of any future tenants, said construction work may delay or otherwise impact the procurement of a permanent Certificate of Occupancy for the building.

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

Further, although real estate tax projections for the Commercial Unit are not set forth in Schedule A located in Part I of the Offering Plan, once individual condominium tax lots are

established, which Sponsor anticipates to be no earlier than July 1, 2019, the Commercial Unit shall pay full real estate taxes based upon the assessed valuation of the Commercial Unit at that time and the then current tax rate. Until such time that individual tax lots are established, the Commercial Unit shall pay its proportionate share of the real estate taxes due for the entire Property based upon the percentage common interest of the Commercial Unit. See the section of the Plan located in Part I, entitled "Real Estate Taxes" for further details. See the section of the Plan located in Part I, entitled "The Commercial Unit," for further details as to the Commercial Unit.

12. Pursuant to the terms of the Offering Plan and the Purchase Agreement contained in Part II, the Purchaser is required to pay as a closing cost the New York State Real Property Transfer Tax ("deed stamps") and the New York City Real Property Transfer Tax ("NYCRPT"). The payment of real estate transfer taxes, in condominium transactions is the statutory obligation of the seller. The obligation is assumed by the purchaser if such obligation is imposed on the purchaser by the terms of the sale. New York State Real Estate Transfer Taxes (deed stamps) are currently at the rate of $2.00 per each $500.00 of consideration or part thereof. New York City Real Property Transfer Tax are currently equal to one percent (1%) of the purchase price with respect to the Residential Units which are sold for less than $500,000.00 and 1.425% where the consideration is equal to or greater than $500,000.00. For purposes of paying this tax with respect to this project, consideration also includes the amount of deed stamps and NYCRPT to be paid for the Unit as well as Purchaser's payment of Sponsor's legal fees. See the section of the Offering Plan located in Part I, titled "Unit Closing Costs and Adjustments," for further details.

In the event that the taxing authority of the City of New York determines that the conveyance of either (i) a Residential Unit together with a Storage Room, or (ii) the conveyance of more than one (1) condominium unit to the same Purchaser, is taxable at the "commercial transfer tax rates," then, in such event, the transfer tax to be paid by Purchaser shall be 1.425% of the aggregate consideration, as discussed above, where the consideration is $500,000.00 or less, and 2.625% of the aggregate consideration when the consideration is greater than $500,000.00. In the event that the City of New York determines additional transfer taxes are due following an audit of any closed transactions, it shall be the Purchaser's sole obligation, which shall survive the closing, to respond to and defend such audit and pay any additional tax imposed.

Under the State Tax Law, Section 1402-a, a tax of one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) is payable by the grantee (Purchaser) on each conveyance of residential real property, including condominium units, where the consideration for the entire conveyance is $1,000,000 or more (the "Mansion Tax"). Residential real property includes a 1 to 3 family house, an individual condominium unit and a cooperative unit that is or may be used, in whole or in part, as a personal residence. The Mansion Tax applies to conveyances occurring on or after July 1, 1989 other than conveyances pursuant to binding written contracts entered into on or before February 16, 1989. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes the amount of the New York City Transfer Tax and deed

stamps to be paid for the Unit by Purchaser as well as Purchaser's payment of Sponsor's legal fees. See the section of the Offering Plan located in Part I, titled "Unit Closing Cost and Adjustments," for further details.

13. It is a special risk of this Offering Plan that if Purchaser obtains a mortgage loan for the purchase of the Unit (the "Purchase Money Mortgage"), the Purchaser will pay to Sponsor a sum equal to the partial mortgage tax credit to which the Purchaser may be entitled pursuant to Section 339-3ee(2) of the Condominium Act, which sum shall be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s), including, but not limited to Sponsor construction mortgage(s). Alternatively, Sponsor may require in its sole discretion that a Purchaser who is financing the purchase of said Unit with a Purchase Money Mortgage, to cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchase Money Mortgage as determined by Sponsor. Upon such assignment, that portion of the Purchase Money Mortgage assigned by Sponsor will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor shall be solely entitled to the benefits of such exemption and accordingly, Purchaser must pay to Sponsor an amount equal to the mortgage recording tax which would have otherwise been due in connection with the recording of the Purchase Money Mortgage.

14. Pursuant to the terms of the Offering Plan, Sponsor may declare the Plan effective when Purchase Agreements have been executed and accepted by Sponsor for the sale of eight (8) Residential Units, which represents a minimum of at least fifteen percent (15%) of the Units offered under the Plan. The availability of financing to Purchasers may be limited based upon such minimum sales. 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 still owns a substantial ownership interest, 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 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 the section of the Offering Plan located in Part I, titled "Effective Date of Plan," for further details.

15. Pursuant to the terms of the Offering Plan, the fifteen percent (15%) or fifty percent (50%) downpayment made by Purchaser upon execution of a Purchase Agreement may be increased by the cost of special custom work requested by the Purchaser which is agreed to by Sponsor in its sole discretion, and itemized in the Purchase Agreement. All funds received by Sponsor for such custom work will initially be placed in an escrow account. However, subsequent to Sponsor declaring the Plan effective, the escrowed funds for custom work may be released from the escrow account to Sponsor as long as Sponsor uses the additional escrowed funds for custom work actually performed. As a result, in the event a Purchaser is entitled to

rescind his Purchase Agreement subsequent to the release of the additional escrowed funds, the Purchaser will not receive a refund of any such funds required for the actual costs incurred or due for any special custom work ordered by Purchaser. Notwithstanding anything herein to the contrary, if the Offering Plan is not consummated for any reason, Purchaser shall not lose any of the Down Payments, including any funds received by Sponsor for upgrades, extras and custom work.

A Purchaser who is interested in acquiring the right to use a Storage Room must commit to such acquisition at the time the Purchaser executes a Purchase Agreement. Therefore, the down payment paid under the Purchase Agreement shall include 10% or, if applicable, 50% of the Storage Room License Payment as well as 10% or, if applicable, 50% of the Purchase Price of the Unit (the "License Deposit"). Further, for each Purchaser who is required to make an Initial Down Payment of 10%, the Additional Down Payment (an additional 5% of the Storage Room License Payment) is also required pursuant to the terms of the Purchase Agreement. However, no Additional Down Payment of the Storage Room License Payment will be required in the case where a 50% Initial Down Payment is required pursuant to the terms of the Purchase Agreement. If Sponsor is entitled to cancel the Purchase Agreement due to Purchaser's default, Sponsor shall also be entitled to cancel the Storage Room reservation. Sponsor will be entitled to retain the License Deposit as liquidated damages in connection with any termination of the Purchase Agreement and Storage Room reservation due to Purchaser's default.

If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the monies held by the Escrow Agent, but not more than fifteen percent (15%) or, if applicable, fifty percent (50%) of the total purchase price plus any interest earned thereon, shall be paid over to the Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. Notwithstanding the above, Sponsor may receive the actual costs incurred for any special custom work ordered by Purchaser as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds fifteen percent (15%) or, if applicable, fifty percent (50%) of the total purchase price.

See the section of the Offering Plan located in Part I, titled "Procedure to Purchase," for further details.

16. In accordance with section 71-a(3) of the Lien Law the Sponsor has appointed the law firm of D'Agostino, Levine, Landesman & Lederman, LLP, 345 Seventh Avenue, 23rd Floor, New York, New York 10001, telephone number (212) 564-9800, to serve as the escrow agent ("Escrow Agent") for Sponsor and Purchaser to hold all deposits, down payments or advances, other than the deposit for a copy of the Offering Plan, received by it from Purchaser, either directly or through its agents or employees in trust, whether received before or after the date of Consummation of the Plan (the "Deposit" or "Deposits"). The Escrow Agent shall establish a special segregated escrow account or accounts at HSBC Bank, N.A., located at 800 Avenue of the Americas, New York, New York 10001 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is titled "D'Agostino, Levine, Landesman & Lederman, LLP, Escrow Account for 150 East 23rd St. Condominium" or a similar name ("Escrow

Account"). Within five (5) business days after the Purchase Agreement is executed by all necessary parties and tendered along with the Deposits to Escrow Agent, Escrow Agent shall place the Deposits in the Escrow Account. Purchasers are advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, it is a special risk of this offer that such Deposits will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Bank, the aggregate of Purchaser's funds at the Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Bank, Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account. See the section of the Offering Plan located in Part I, titled "Procedure to Purchase," for further details.

17. It is a special risk of this Offering Plan that 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. With respect to deductions related to ownership of a Residential Unit at the Condominium, please see the tax opinion of Sponsor's Attorneys, set forth in the Section of Part I of the Offering Plan titled "Counsel's Income Tax Opinion Letter." As set forth therein, it is the opinion of Sponsor's Attorneys that a non-corporate Residential Unit Owner who itemizes his 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 his 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 in the case of an individual filing as single, head of household or married filing jointly, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Such Residential Unit Owner who itemized his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $10,000 in the case of an individual filing as single, head of household or married filing jointly ($5,000 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Internal Revenue Code, as amended. The Federal limitation on the deduction for real estate taxes applies in the aggregate to 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 income taxes combined is $10,000.00 ($5,000.00 in the case of a married individual filing a separate return). Though the foregoing limitation is in effect as of the date of filing of the Offering Plan, neither Sponsor or Sponsor's Attorneys make any representation as to whether the same will be in effect, or what the Internal Revenue Code or

state or local tax code will provide, at any time in the future, as such applicable law is subject to change without notice.

Further, the Sponsor's Attorneys have not opined whether the Condominium will or will not qualify as a "Condominium Management Association" under Section 528 of the Internal Revenue Code of 1986, as amended, and for the purposes of the Plan have assumed that it will not qualify. Therefore, the possible income tax consequences to the Condominium of not qualifying as a "Condominium Management Association" is a special risk of the offering of the Units hereunder. An estimate of the possible income tax due from the Condominium is not included as a projected expense in Schedule B of the Plan.

Generally, a Condominium that fails to qualify under Section 528 will be taxed in the same manner as a C corporation. Beginning in 2018, the graduated corporate rate structure is eliminated and corporate taxable income is taxed at a 21% flat rate. To the extent a Condominium does not qualify under Section 528, the 21% rate will apply to net income of the Condominium. If total expenses equal total revenue, as indicated in the Schedule B of the Plan, there will not likely be a tax liability for failure to qualify under Section 528.

New York State ("NYS") imposes a franchise tax on corporations. A Condominium that fails to qualify under 528 will presumably be subject to a tax that is the greater of: 6.5% of business income; .04% of the total assets; or Flat fixed dollar minimum ("FDM") tax based on NYS receipts.

As noted previously, to the extent there is no taxable income, the tax on business income will be zero. Further, given that the Condominium owns no assets in its name (each Unit will be owned by the Unit Owner(s) individually) the tax based on total assets will similarly be zero. Thus, the Condominium will be subject to the FDM tax. Assuming gross receipts are greater than $1, 000,000 but less than $5,000,000, the FDM tax is $1,500 for the First Year of Operations.

An MTA surcharge applies to corporations deriving receipts from activity in Manhattan and other counties. The tax imposed is the amount of estimated franchise tax for the year X MCTD apportionment percentage X MTA surcharge rate (28.3%) less the amount of any allowable tax credits for the year. The rates are subject to change on an annual basis, but the amount of tax owed will be less than 1/3 of the State franchise tax (approximately $500).

New York City imposes a General Corporation Tax that is similar to the State tax. Similarly, the estimated liability for New York receipts in the range of $1,000,000 to $5,000,000 is also $1,500. The State and City flat rates are subject to change in future years. It is estimated that an approximate liability of $1,500 for each State and City and $500 to approximate the MTA surcharge would be due in the event the Condominium fails to qualify under Section 528. In the event the Condominium does not qualify, it is anticipated that the Contingency line item in Schedule B of the Plan will cover any additional tax liability. However, the Condominium Board may elect to make an additional assessment in order to meet this tax liability. In the event that the Condominium Board is required to pay any Federal, New York State or New York City

income tax, and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. For further details regarding Section 528, see Counsel's Income Tax Opinion, which is located in Part I of the Offering Plan.

18. The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty not otherwise covered by either Sponsor's insurance or the Board's insurance with respect to the Unit. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit and/or, including but not limited to its appliances, fixtures and equipment. For further details, see the section of the Plan titled "Procedure to Purchase," located in Part I of the Offering Plan.

19. The Sponsor will correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to materially improper workmanship or materials materially at variance with the architectural plans and specifications, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit or any Residential Unit Limited Common Element appurtenant to such Unit affected within six (6) months from the date of closing of title to such Unit or, with respect to General Common Elements, Residential Limited Common Elements, and/or Commercial Limited Common Elements affecting the Unit, that Sponsor is notified by the Board of Managers within six (6) months from the First Unit Closing. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to materially improper workmanship or material materially at variance with the architectural plans and specifications, provided it is notified of such defects in writing by the Unit Owner as to such Unit or any Residential Unit Limited Common Element appurtenant to such within one (1) year from the closing of title to such Unit or is notified by the Board of Managers with respect to General Common Elements, Residential Limited Common Elements, and/or Commercial Limited Common Elements within one (1) year after the completion of such Common Element at issue. However, nothing herein shall be construed to limit any rights which the Attorney General may have under the Martin Act, Executive Law or any other applicable law or regulation. Notwithstanding anything contained herein to the contrary, any work shall be comparable to local standards customary in the particular trade and shall be done in accordance with all applicable codes and approved plans and specifications for the Building. Notwithstanding any limitation in the warranties or disclaimers set forth in the Offering Plan to the contrary Sponsor's obligation is to construct the Building in accordance with all applicable law and codes and filed plans and specifications. Any conflict between such limitations or disclaimers and Sponsor's obligation to construct the Building in accordance with all applicable law and codes and filed plans and specifications shall be resolved in favor of the

latter. See the section of the Plan titled "Rights and Obligations of Sponsor," located in Part I of the Offering Plan, for further details.

20. The projections of real estate taxes due for each of the Residential Units set forth in Schedule A, located in Part I of the Offering Plan, (i) for the anticipated First Year of Condominium operation; and (ii) upon 100% completion of Sponsor's renovations to, and construction of, the Building, are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY PURCHASER THE RIGHT TO RESCIND HIS OR HER PURCHASE AGREEMENT. It should be noted that the Property's real estate tax burden for the First Year of Condominium Operation will not be based on a fully constructed or complete Building but instead on a partially completed Building. It is assumed for projection purposes that the Property will be fully assessed for the 2019/2020 tax year. Upon 100% completion of the construction by Sponsor, which is assumed to be subsequent to January 5, 2018 but prior to January 5, 2019 for assessment purposes, and the implementation of the post construction actual total assessment of the Property, the post construction actual assessed valuation for all of the Residential Units has been projected by William K. Block, Esq., as $11,920,000.00. Based upon the completion date, this projected actual total assessment for the Property will not be effective until July 1, 2019 for the 2019/2020 tax year. Further, Mr. Block has projected the 2019/2020 tax rate for the Residential Units to be 12.98%. **BASED UPON THE PROJECTED AGGREGATE 2019/2020 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENT FOR ALL THE RESIDENTIAL UNITS OF $11,920,000.00 AND A PROJECTED TAX RATE OF 12.98% FOR THE RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2019/2020 TAX YEAR WOULD BE APPROXIMATELY $1,547,216.00 FOR THE RESIDENTIAL UNITS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS, ARE SUBSTANTIAL INCREASES IN THE REAL ESTATE TAX ESTIMATES SET FORTH IN COLUMN NUMBERED (8) OF SCHEDULE A LOCATED IN PART I OF THE OFFERING PLAN FOR EACH OF THE UNITS.**

See Notes 8 and 9 of the Notes to Schedule A, located in Part I of the Offering Plan, for a full discussion of Sponsor projections of real estate taxes.

21. It is a special risk of this Offering Plan that Sponsor has reserved to itself or to Sponsor's designee, their successors or assigns, all unused transferable air rights and/or development rights (hereinafter "Unused Development Rights"). As against all other Unit Owners and the Board of Managers, and any mortgagees thereof, the Sponsor, or Sponsor's designee, their successors or assigns, shall have the exclusive right to cause any part or all Unused Development Rights pertaining to the Property to be conveyed, transferred or otherwise assigned to any other

adjoining premises, "zoning lot," "development" or "enlargement" as those prior three terms are now defined in the Zoning Resolution of the City of New York, as amended.

Sponsor hereby binds itself, its successors and assigns from transferring, assigning, or surrendering in whole or in part any transferable air rights and/or development rights, if such transfer, assignment or surrender shall make illegal the erection, existing or restoration or use of the Building at the time of the recordation of this Declaration or as will allow any party, including Sponsor as the holder of Unsold Units, to build on or directly above the land and/or expand the Building, except the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers, and in the event, any construction shall be made only in accordance with the Condominium's Declaration and By-Laws. As defined herein, "transferable air rights and/or development rights" shall include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution.

As a result of Sponsor's reservation of Unused Development Rights, the floor area of the Building is limited and may not be expanded. Additionally, the transfer of such Unused Development Rights to adjoining premises may allow the owner of an adjoining premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

Based upon the approved New Building Plans for the construction of the Building, currently there are approximately 696.5 square feet of Unused Development Rights. Additionally, if the floor area ratio for the zoning district changes in the future, such change may create excess transferable development rights and/or air rights at that time. Until such time that the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development rights and/or air rights that would be generated or how many stories that may be added to the adjoining properties.

Further, Sponsor has bound itself, its successors and assigns from transferring Unused Development Rights, if such transfer, assignment or surrender shall make illegal the erection, existence or restoration or use of the Building at the time of the recordation of the Condominium Declaration or as will allow any party including Sponsor as the holder of Unsold Units, to build on or directly above the land and/or expand the Building, except the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers, and in such event, any construction shall be made only in accordance with the Condominium's Declaration and By-Laws.

At the closing of title to a Unit, Purchasers shall appoint the Sponsor and/or Sponsor's designation, their successors or assigns, as their attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, Sponsor's designee and/or their successors or assigns, in whole or part, of the transferable air rights and/or development rights which Sponsor has retained for itself or Sponsor's designee, their successors or assigns. See the section of the Offering Plan titled, "Reservation of Air and Development Rights," located in Part I of the Offering Plan for further details.

22. There are lot line windows ("Lot-Line Windows") at Units 6A, 7A, 7C, 8A, 8C, 9A, 9C, 10A, 10C, 11A, 11B, 12A, 12B, 14A, 14B, 15A, 16A, 16B, 17A, PHA, PHB and PHC. The Lot-Line Windows on the easterly and westerly façades do not provide the legal light and air required for residential occupancy. The Lot-Line Window declaration included as part of the filings with the NYC Department of Buildings, states that if an adjacent property owner builds a structure which covers the Lot-Line Windows, then they must be closed-up. Legal light and air which is required for the issuance of the certificate of occupancy for the Building, is being provided by the windows on the northerly and southerly façades. The Lot-Line Windows provide supplementary light and air only. The subsequent sealing of these Lot-Line Windows will not affect the validity of the certificate of occupancy. As Lot-Line Windows, the view from such windows may be obstructed or completely blocked in the future if a new building or structure is constructed on an adjoining property.

In the event that any or all of the Lot-Line Windows must be sealed, all construction to enclose the windows shall be performed by the Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such construction shall be the sole responsibility of the Unit Owner or Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment. At the cost to the affected Unit Owner, the Lot-Line Windows can be removed and the space filled with masonry or similar material used in the construction of the Building and finished with sheet rock flush to the surrounding interior window opening for approximately $3,000.00 per window.

The Sponsor, if applicable, or the Board of Managers, their agents, contractors and employees, will have the right to enter any Unit(s) necessary to affect the enclosure of such Lot-Line Windows, should same be necessary. The Unit side of the enclosure will be finished with the same material originally used therein, if available, or if not available, then with such other finish material as will nearly as possible resemble such original material. Decoration of the affected area on the Unit side of the enclosure will also be the responsibility of the Unit Owner, at his or her sole expense. See the section of the Offering Plan in Part I titled "Description of Property and Improvements" for further details.

23. At or subsequent to the First Unit Closing, but no later than the extended maturity date of the Sponsor's construction loan, which is January 23, 2019, as may be extended, Sponsor will sell the Superintendent's Unit located on the 2nd floor of the Building and designated as Unit 2B, to the Board of Managers of the Condominium on behalf of all of the Unit Owners. The Condominium will use the Unit as the superintendent's residence. The costs of financing this purchase, as well as all Common Charges, real estate taxes, costs of repairs, alterations and improvements attributable to this Unit, shall be borne by all the Unit Owners as a Shared Common Expense. This Shared Common Expense is set forth as part of "Schedule B, Projected Budget for First Year of Condominium Operation Beginning January 1, 2019" and therefore a part of each Unit Owner's Common Charges. The Condominium Board's indebtedness will be evidenced by one or more promissory notes with Sponsor or, at Sponsor's sole and absolute discretion, a third-party Lender at prevailing rates and terms should Sponsor procure such Lender

totaling approximately $1,540,000.00, which represents the current Offering Price of $1,400,000.00 for Unit 2B and $140,000.00 attributable to other closing costs and secured by one or more mortgages on the Superintendent's Unit. If held by Sponsor, a note will bear interest at the rate of four percent (4%) per year, provide for the payment of equal monthly installments of principal and interest during its term based upon a thirty (30) year payment schedule and require a $1,392,892.55 balloon payment on its maturity date, which will be five (5) years after the First Unit Closing. It is anticipated that, at the maturity date of the note(s) and mortgage(s), the Board of Managers will refinance with a lender other than Sponsor the principal payment that will then be due. However, Sponsor makes no representation that the Board of Managers will be able to refinance or, if refinancing is available, as to the terms or costs of the same. **IF THE BOARD OF MANAGERS IS UNWILLING OR UNABLE TO REFINANCE, EACH UNIT OWNER WILL BE REQUIRED TO PAY HIS OR HER PRO RATA SHARE OF THE PRINCIPAL PAYMENT THEN DUE, WHICH PRO RATA SHARE WILL BE BASED UPON HIS PERCENTAGE INTEREST IN THE COMMON ELEMENTS OR CONTRIBUTING SHARE. SPONSOR HAS NOT AGREED TO ITSELF REFINANCE THE NOTE(S) AND MORTGAGE(S) ON THEIR MATURITY DATE. SEE BELOW FOR A BREAKDOWN OF THE ESTIMATED BALLOON PAYMENT DUE IN THE EVENT THE BOARD DOES NOT REFINANCE.**

If the Board of Managers defaults under the note(s) and mortgage(s), the holder of same may foreclose on the Superintendent's Unit. In such event, the Building will be without a superintendent's apartment. Accordingly, alternative arrangements will be made necessary to shelter the superintendent in the Building or within such radius of the Building as is then required by law.

As stated in Section 4 of the Condominium Declaration, prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit as the Superintendent's Unit and the Board of Managers shall purchase whichever Unit is designated by Sponsor to be the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring financing charges on the new purchase price, common charges and real estate taxes, the sum of which exceed the costs of owning Unit 2B as set forth in Schedule B, by more than 25%. In the event that the closing of title to the Superintendent's Unit does not take place simultaneously with the First Unit Closing, the Board of Managers will be obligated to pay to Sponsor monthly rent for the use of the Superintendent's Unit. Monthly rental payments consisting of Common Charges, Real Estate Taxes, Utility Charges and Mortgage Indebtedness as set forth in Notes 6 and 7 to "Schedule B – Projected Budget for First Year of Condominium Operation" will be due and payable from the date of the First Unit Closing to the date of the conveyance of the Superintendent's Unit to the Condominium. The monthly rental payments, to the extent they represent principal payments only, will be credited towards the purchase price of the Superintendent's Unit.

With respect to a Purchaser's typical share of the costs set forth above, the following are estimates for a Purchaser of either an average one (1) bedroom or average two (2) bedroom

Residential Unit under the Plan for (i) the annual carrying expense for the Superintendent's Unit, and (ii) in the event that a balloon payment is due on the maturity date of the Note and Mortgage due Sponsor, the allocated balloon payment:

Average Unit Type	Annual Expense	Balloon Payment
One Bedroom	$1,033.61	$12,522.21
Two Bedroom	$1,431.99	$17,348.65

In the event Sponsor substitutes another Residential Unit for the Superintendent's Unit which costs 25% more, then the estimates are as follows:

Average Unit Type	Annual Expense	Balloon Payment
One Bedroom	$1,292.01	$15,652.76
Two Bedroom	$1,789.99	$21,685.81

(See Notes 6 and 7 to Schedule-B in the Plan Section titled, "Projected Budget for First Year of Condominium Operation," located in Part I of the Plan, for further discussion of the Superintendent's Unit.)

24. Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as a full staff of building personnel, the gym/fitness room, the lounge, the outdoor open-air pool with its adjacent common terraces, and the locker rooms, all located at the 2nd floor of the Building) may not be available during the First Year of Condominium Operation. These services will be available within twelve (12) months of the First Unit Closing. However, at all times after the First Unit Closing of a Residential Unit, the lobby will be attended twenty-four (24) hours a day, seven (7) days a week. The interim level of staffing will at all times be adequate to maintain the Building during this period. Though the Condominium's projected budget set forth in Schedule B in Part I hereof assumes a fully operational building, the actual costs of operation for the First Year of Condominium operation may or may not be lower than as projected in Schedule B in the event the services and facilities described herein are not immediately available. Though Sponsor makes no warranty or representation with respect to the foregoing, in the event of such delay, it is not anticipated that the budget will need to be increased as a result of the commencement of such services or availability of such facilities. See the section of the Plan titled "Notes to Schedule B" in Part I of the Offering Plan for further details.

25. Unless a special allocation is applicable, the Commercial Unit shall bear 7.5% of the Common Expenses which are designated as "Shared Expenses" in "Schedule B, Projected Budget for First Year of Condominium Operation Beginning January 1, 2019," which is located in Part I of the Offering Plan. The Commercial Unit will be separately metered for all consumption of electricity and the Commercial Unit Owner will be solely responsible for the payment of the cost for such electricity. Although initially there will not be separate metering or

submetering for gas service to, and water consumption in, the Commercial Unit, when the Commercial Unit is separately metered or submetered for gas consumption related to its heat, hot water and other gas usage and water consumption in the Commercial Unit, the Commercial Unit shall be responsible for the cost thereof. It is anticipated that Sponsor and/or its commercial tenant will install such meters and/or submeters once the Commercial Unit is occupied. The Commercial Unit owner shall only be required to pay for its estimated share of the cost of gas and water consumption in the Commercial Unit as set forth in Schedule B prior to the time that the Commercial Unit is separately metered and/or submetered for such utilities, and subsequent to such time, the Commercial Unit Owner shall be solely responsible for the actual costs thereof, which shall be Commercial Common Expenses, as measured by such meters and/or submeters. Further, pursuant to the By-Laws of the Condominium, the Commercial Unit Owner is solely responsible for the payment of "Commercial Common Expenses," together with the costs of the utilities described above, which include the cost of snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; repairs, maintenance and replacement of the Commercial Limited Common Elements; and any other expense, which is solely attributable to the Commercial Unit and not a Shared Expense. As stated above, since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee, the aggregate Expenses for the Commercial Unit only include those items that are Shared Expenses and do not include those items which are Commercial Common Expenses.

Those expenses set forth in Schedule B which are borne solely by all the Residential Unit Owners are referred to in the Plan as "Residential Common Expenses." Pursuant to the By-Laws of the Condominium, the Residential Common Expenses include all expenses or allocated expenses arising from the employment of one or more employees of the Condominium, other than one (1) superintendent and two (2) porters, including, but not limited to, any other employee, independent contractor and/or vendor of the Condominium employed or retained to provide concierge, doorman and/or security services, if any, who will service all of the Units; residential garbage collection; vault charges, if any, attributable to the Common Elements, except to the extent they are attributable to a Commercial Unit which has exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for dryers in the Residential Limited Common Elements and gas consumed in the Common Elements; gas consumption for cooking and fireplaces; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the pool and other amenities located at the Building; and any other expense which is not a Shared Expense

attributable to the Residential Units only or as provided for in the Plan and/or By-Laws of the Condominium.

See the "Notes to Schedule B," located in Part I of the Offering Plan for further discussion.

26. Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will be required at the time of closing of title to the Purchaser's Unit, to expressly waive any and all immunity from suit by Sponsor and/or the Board of Managers of the Condominium. Such Purchasers at closing will be required to execute the "Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction" set forth as Exhibit A to the Purchase Agreement which is included in Part II of the Offering Plan. See the section of the Offering Plan titled, "Procedure to Purchase," located in Part I for further details.

27. Sponsor notes that Local Law 10 of 1981 requires an elevator inspection to be made by September 15th of each year by an insurance company, elevator maintenance company, elevator manufacturer or elevator inspection company, and that a report be filed with the Department of Buildings of the City of New York within ten (10) days after delivery of such report to the owner. Failure to comply will result in a civil monetary penalty levied against the owner. Sponsor shall not be responsible for having such inspection or report made unless Sponsor controls the Board of Managers at the time such inspection report is due. Subsequent to Sponsor relinquishing control of the Board of Managers, the Board of Managers on behalf of all the Residential Unit Owners shall be responsible for obtaining the requisite inspections for the passenger elevator and the cost of such inspections shall be a Residential Common Expense.

Recent amendments to the high-rise facade safety statute (formerly known as Local Law 10 of 1980) (presently known as Local Law 11/98) passed by the City Council and signed by the Mayor of New York City require professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property of any unsafe condition in a building's exterior walls revealed during a Local Law 10 inspection. The amendments also subject all exterior walls to be inspected; previously, only walls fronting on a street were affected by the law. The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within 30 days with the option of a 90 day extension upon application to the Buildings Department. A building is considered either safe with no further action necessary, or fit, but in a condition that warrants a repair and/or maintenance program. In the latter case, the condition must be corrected during the five-year period between mandatory inspections. As a result of the additional floors, the completed Building will require regular 5-year inspections in accordance with Local Law 11/98. The first inspection will be required five (5) years after the issuance of the first temporary certificate of occupancy for the Building. Thereafter, the Building much be inspected in accordance with NYC Local Law 11/98's five (5) year cycle.

It is a special risk of the offering that although not budgeted for the first year of Condominium Operation, the cost of any future additional inspections, if any, required by Local Law 11 and any amendments thereto, shall be a Residential Common Expense of all of the Residential Unit Owners. See the Notes to Schedule B located in Part I of the Offering Plan for further details.

28. Prospective Purchasers of a Storage Room are advised that the construction of a Storage Room may or may not be completed prior to the closing date of a particular Residential Unit. In such event, the Purchaser of a Residential Unit shall be required to close title to his or her Residential Unit and Storage Room License regardless of the fact that the Storage Room is not completed and available for use by such Residential Unit Owner. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Room will be held in escrow by Sponsor's attorneys until the date that the Storage Room is made available for Purchaser's use. Sponsor intends to complete the construction of all of the Storage Rooms prior to the issuance of the Temporary Certificate of Occupancy for all of the Residential Units in the Building.

Additionally, it shall be in the sole discretion of Sponsor as to which Purchasers will be allowed to purchase a Storage Room License and whether a Purchaser will be allowed to purchase more than one (1) Storage Room License. Storage Room Licenses will not be sold on a first come, first served basis, but at the sole discretion of Sponsor. Notwithstanding, 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. The Storage Room License Payment (as defined in the form Purchase Agreement set forth in Part II of the Plan) is deemed additional consideration for the Residential Unit being purchased and will thus be aggregated with the Purchase Price for the Residential Unit for the purpose of computing any applicable transfer taxes. A reservation and a ten percent (10%) or, if applicable, a fifty percent (50%) deposit for the right to enter into a Storage Room License Agreement must be made at the time a Purchaser executes a Purchase Agreement for a Residential Unit. For Purchasers who are required to make a ten percent (10%) deposit, an additional five percent (5%) deposit will also be required pursuant to the terms of the form Purchase Agreement set forth in Part II of the Offering Plan.

After the first year of the term of the Storage Room License Agreement, each Unit Owner who enters in a Storage Room License Agreement will be required to pay a monthly Storage Room License Fee to the Board of Managers commencing in the thirteenth (13th) month of the term of the Agreement. The License Fee will be $50.00 per month for the second year of Condominium operation and thereafter may be raised annually thereafter by the Board of Managers in its sole discretion.

See the form of Storage Room License Agreement in Part II of the Offering Plan for more details.

29. It is a special risk of this Offering Plan that the approximate Square Footage of a Unit set forth in column numbered (3) of Schedule A is a gross square footage of the Unit, which is obtained by measuring the floor area of the Unit on one or more floors horizontally from the

exterior side of the exterior walls or windows (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 and other mechanical equipment spaces or any Common Elements not within a Unit. Each Unit consists of the area measured vertically on each floor of the Building, if applicable, from the top of the concrete floor slab below to the upperside of the sheetrock ceiling above, or if there is no sheetrock ceiling, the underside of the finished ceiling. The gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. Outdoor floor areas of terraces appurtenant to a Unit are not included in the Unit's floor areas. As is customary in New York City, these gross square footages reflected in Schedule A substantially exceed the useable floor area of each Unit.

Exterior terrace areas are measured from the exterior face of the Unit to the exterior face of the terrace walls. Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question. Further, please note that the ceiling heights for the Units and/or Common Elements as set forth in the "Description of Property and Building Specifications" in Part II of the Offering Plan are approximate and may vary in certain areas due to field conditions at the Property. However, any material change will be set forth in an amendment to the Plan, and no material adverse change will be made in the size, configuration, or layout of a Unit for which a Purchase Agreement has been executed by Purchaser unless the same is dictated by construction conditions at the Property, and in such event, Sponsor will, in the amendment disclosing such change and delivered to Purchasers, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Purchase Agreements and receive a refund of their downpayments, together with all interest earned thereon.

30. Notwithstanding anything in the Offering Plan to the contrary, until title to all Units has been conveyed, the Sponsor or its designee as the owner of any Unsold Units, may decide that all Unit Owners will, at Sponsor's or Sponsor's designee's sole option and discretion, pay in lieu of payment of each Unit's Common Charges, provided that such "in lieu" payments are less than the Common Charges then due, an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest or Contributing Share, as the case may be), of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan.

In the event that Sponsor or its designee as the owner of all Unsold Units elects to have all Unit Owners make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund

payments required by Sponsor's lenders; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved Budget of the Condominium. See the section of the Offering Plan titled, "Rights and Obligations of Sponsor," located in Part I for further details.

31. It is a special risk of this Offering Plan that the Sponsor, at Sponsor's sole cost and expense, will obtain, prior to the closing of a particular Unit, the issuance of a temporary or permanent Certificate of Occupancy for the Unit closed. Sponsor shall complete construction and obtain a permanent Certificate of Occupancy for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the temporary Certificate of Occupancy, as same may be renewed, replaced or extended, expires. If, at the time of closing of title to a Residential Unit Sponsor has only obtained a temporary "Class A" residential Certificate of Occupancy covering such Unit, then Sponsor shall place in escrow with its attorney an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover the cost of obtaining a permanent "Class A" residential Certificate of Occupancy covering that Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a permanent "Class A" residential Certificate of Occupancy covering such Unit or the Building. Alternatively, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond in the amount so determined. The use of the foregoing alternative security or collateral will be previously disclosed in an amendment to the Offering Plan accepted for filing by the Department of Law of the State of New York.

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property 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 expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire Building, and shall exercise best efforts to obtain the

PCO within such two year period while keeping the TCO current. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

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.

32. The First Year of Condominium operation is estimated to be January 1, 2019 through December 31, 2019. As in any new 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 closings for other Residential Units.

Purchasers should note that even if the First Unit Closing occurs on or before January 1, 2019 (or such other date projected as the date of commencement of the First Year of Condominium Operation at the time the Option 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 is compliance with its obligations under the Plan, Purchaser will not be entitled to a right to 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 Total Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, Sponsor cannot convey title in connection with the First Unit Closing on or before twelve (12) months from January 1, 2019, affected Purchasers will be afforded the right of rescission.

See the Section of the Offering Plan titled "Description of Property and Improvements" in Part I of the Plan for further details.

33. It is a special risk of this Offering Plan that Sponsor and its designee(s) shall have the right, while Sponsor or its designee owns at least one Unsold Unit but in no event later than the fifth (5th) anniversary of the First Unit Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units). Such activities will result in excess traffic and noise in the Building, and may interfere with owner-occupants' enjoyment of the Building.

See the section of the Offering Plan located in Part I titled "Sponsor's Rights and Obligations" for further details.

34. A Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers. See the section of the Offering Plan located in Part I titled "Rights and Obligations of Unit Owners" for further details.

35. It is a special risk of the Offering Plan that the Storage Rooms are located on the cellar level of the Building and Sponsor cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Unit Owners who place items in the Storage Rooms do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

36. In addition to Sponsor, the individual principals of Sponsor are required by the Department of Law to execute the Certification by Sponsor and Sponsor's Principals ("Certification") set forth in Part II of the Plan, solely in connection with enforcement by the Department of Law of Article 23-A of the General Business Law (the "Martin Act"). The principals of Sponsor who have executed the Certification expressly disclaim the existence of any private right of action in connection with or arising from their execution of the Certification. As decided by the unanimous appeals court in the recent case entitled 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), Appellate Division, First Department, individual principals of a sponsor are not personally liable for claims (as described in the case and pleadings) by individual unit owners or the Condominium Board to the extent such claims are premised solely on alleged violations of an offering plan and the certification of sponsor and principals contained in the offering plan, absent liability under another statute or under an alter-ego or other veil-piercing theory.

37. It is a special risk of this Offering Plan that a Unit Owner who has exclusive use of a private roof terrace shall be responsible, at his or her sole cost and expense, for the maintenance, care and replacement, if necessary, of any and all landscaping located on or separating such roof terrace from other private roof terraces and/or the common roof terrace of the Building. See the Rules and Regulations of the Condominium set forth in Part II of the Plan for further details.

38. The Units will be delivered with engineered hardwood floors, which need to be maintained according to the manufacturer's recommendations. Purchasers are advised to visit the webpage of the National Wood Flooring Association (http://www.nwfa.org/) for further information on maintenance. See the section of the Offering Plan title "Description of Property Condition and Building Specifications" in Part II of the Offering Plan for further details regarding wood flooring to be installed as part of the construction.

39. It is a special risk of this Offering Plan that pursuant to the Geographic Targeting Order issued on January 6, 2016 (as revised and as may be further revised from time to time, the

"Order") by the Director of the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), title companies are now required to collect and report information regarding purchasers in transactions where: (a) the purchaser is a "Legal Entity" as defined in the Order; (b) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan, or Staten Island; (c) the total purchase price is in excess of $3,000,000.00 in the Borough of Manhattan or the total purchase price is in the excess of $1,500,000.00 in the Boroughs of Brooklyn, Queens, Bronx or Staten Island; (d) the purchaser does not obtain a bank loan or similar form of external financing; (e) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, or a funds transfer. The Order affects all residential real property closings occurring on or after March 1, 2016 and until the expiration of the effective period of such Order, i.e., September 16, 2018, which date is subject to change by FinCEN.

40. It is a special risk of this Offering Plan that a Unit Owner can sell or lease his Unit to anyone, without restriction or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium (sometimes herein referred to as the "Condominium Board" or the "Board of Managers") at the same price and terms the Unit Owner has been offered. Such right of first refusal is hereinafter described in the section located in Part I of the Offering Plan titled "Rights and Obligations of Unit Owners."

41. It is a special risk of this Offering Plan that a Purchaser of a Unit shall pay the legal fee of Sponsor's attorneys in the amount of $2,500.00 per Unit, payable to D'Agostino, Levine, Landesman & Lederman, LLP provided that an additional fee of $500.00 per closing shall be due for closings which occur outside the offices of Sponsor's attorneys at the request of Purchaser, Purchaser's attorney, Purchaser's lender, or title company. Furthermore, a legal fee of $350.00 shall be payable to Sponsor's attorneys for the work involved in processing any assignment of a purchase agreement or contract of sale. It is noted that no such assignments are permitted without the prior written consent of Sponsor. A legal fee of $350.00 shall be payable for the work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $350.00 shall be paid by Purchaser to Sponsor's attorney's for each cancellation and/or release if prepared by such firm pertaining to other than a termination relating to the mortgage financing contingency, if any.

42. It is a special risk of this Offering Plan that a Purchaser waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with the Purchase Agreement or the relationship of the parties as Purchaser and Seller, or the right of Purchaser to any statutory relief or remedy.

43. It is a special risk of this Offering Plan that under the terms of the Purchase Agreement, Sponsor and Purchaser acknowledge and agree to keep all of the terms and conditions of the Purchase Agreement confidential. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, architects/engineers, accountants,

individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in the Purchase Agreement. Any failure by Purchaser to keep the terms and conditions of the Purchase Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Purchase Agreement.

44. An Interim Use and Occupancy Agreement will provide that an uncured default by the Purchaser under this Purchase Agreement will constitute a default under the Interim Use and Occupancy Agreement, entitling the landlord (i.e., Sponsor), at its sole option, to terminate the Interim Use and Occupancy Agreement. The Purchase Agreement shall also contain a similar cross-default provision entitling Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under the Interim Use and Occupancy Agreement within any applicable grace period.

45. It is a special risk of this Offering Plan that a mortgage may be made with a reputable private lender other than the Sponsor or selling Residential Unit Owner subsequent to the obtaining of written permission from either the Sponsor, at its sole discretion, prior to Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, at its sole discretion. All Purchase Agreements shall not be contingent upon financing pursuant to the terms of the Offering Plan.

46. It is a special risk of this Offering Plan that so long as the Sponsor or a Sponsor-designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect at least four (4) of the seven (7) members of the Board of Managers and in any event a majority of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one Unit, whether a Residential Unit or a Commercial Unit, but less than ten percent (10%) in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect no more than three (3) of the seven (7) members of the Board of Managers and in any event the right to designate or elect a number of members of the Board which equals one (1) less than a majority of the Board. Sponsor shall relinquish voting control of the Board of Managers upon the earlier of (i) the transfer of title to Residential Units, the percentage Common Interest of which, in the aggregate, equals at least ninety percent (90%) or (ii) five (5) years after the First Unit Closing. However, Sponsor will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of seven (7) managers, within thirty (30) days after the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all the Units have been conveyed to Unit Purchasers; (ii) the closing of title to Residential Units whose percentage of Common Interest equals, in the aggregate, at least ninety (90%) percent or (iii) two (2) years after the First Unit Closing. It is not a requirement of the Sponsor to surrender a certain number of seats on the Board of Managers at the first annual meeting of the Unit Owners. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units to elect a majority of members to the Board of Managers, but subsequent to its relinquishing voting control of the Board of Managers, Sponsor

will not use such vote to elect a particular individual to the Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board. Likewise, non-Sponsor Unit Owners will vote the percentage of Common Interests allocated to their Units, but this does not guarantee a certain number of non-Sponsor members of the Board of Managers. Commercial Unit Owner shall not have any designation rights as to members of the Board of Managers. Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

47. It is a special risk of this Offering Plan that davit bases for the purpose of window washing will be installed on the Roof, 15th Floor, 18th Floor, and 19th Floor terraces. The Unit Owners of Units 15A, PHA, PHB, and PHC, are advised that upon prior written notice, access to the terraces appurtenant to Units 15A, PHA, PHB, and PHC shall be granted to licensed window washing professional for cleaning of the south elevation and for compliance with Local Law 11.

INTRODUCTION

General

LKH 23rd, LLC and 154 East 23, LLC, hereinafter collectively the "Sponsor," present this Plan with the intention of setting forth herein all material information relating to the conversion to Condominium ownership of the land and building being newly constructed (the "Building") located at 150 East 23rd Street, New York, New York. LKH 23rd, LLC and 154 East 23, LLC are affiliates, as further set forth in the "Identity of Parties" Section in Part I of the Plan, and are both jointly and severally liable for all of the obligations and representations of Sponsor under this Offering Plan and under all applicable law. The Building will also be known as the "Celeste Gramercy." Specifically excluded from such conversion are any unused transferable air rights and/or development rights pertaining to the land and Building, which rights are being reserved by Sponsor for itself and any successors or assigns. See the section of the Plan titled "Reservation of Air and Development Rights," located hereinafter. The Property consists of three (3) parcels of land which are more particularly described as being rectangular in dimension and located along the southerly side of East 23rd Street distant 145 feet westerly from the corner formed by the intersection of the southerly side of East 23rd Street and westerly side of Third Avenue. The aggregate site is approximately 7,406 square feet, with approximately 75 feet of frontage on the southerly side of East 23rd Street. Based on Sponsor's review of the Attorney General's offering plan database, the Property located at 150 East 23rd Street, New York, New York 10010 was not the subject of a prior public offering. An Application to Test the Market pursuant to Cooperative Policy Statement No. 1 was accepted for filing by the Department of Law of the State of New York on November 30, 2017. File No. CP17-0112.

The land, Building and appurtenances are hereinafter sometimes referred to as the Property and/or the Condominium. The Plan may be amended from time to time to reflect changes in the terms of the offering when such amendment is filed with the New York State Department of Law. The Plan may be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of eight (8) Residential Units, which represents a minimum of at least fifteen percent (15%) of the Units offered under the Plan. The Plan must be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of forty-one (41) Residential Units, which represents a minimum of at least eighty percent (80%) of the Units offered under the Plan. The closing of title to any Unit may not occur until after the Plan has been declared effective and an amendment has been filed substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

All filed amendments will be served on (i) Purchasers who have executed and delivered Purchase documents to Sponsor and/or the Selling Agent, and are not in default, (ii) Unit Owners and (iii) any other offeree who is required by law to receive such amendment. Service shall be by either personal delivery, ordinary mail or registered mail. Service by personal delivery is deemed complete upon delivery. Service by mailing shall be presumed complete on the fifth day subsequent to the date of mailing.

The Condominium will be organized pursuant to Article 9B of the Real Property Law of the State of New York, as amended, commonly known as the New York Condominium Act.

The Condominium

The land, and the Building thereon which is being newly constructed, is owned by LKH 23rd, LLC and 154 East 23rd, LLC, which acquired the three parcels which comprise the Property as follows:

Parcel A

154 East 23rd Street, Manhattan Block 878 Lot 48, was acquired by 154 East 23, LLC from AEH-VSLV LLC by deed dated December 30, 2013 and recorded on January 9, 2014 as CRFN 2014000010902.

Parcel B

152 East 23rd Street, Manhattan Block 878 Lot 49, was acquired by LKH 23rd, LLC from Parover Holding Corp. by deed dated September 17, 2009 and recorded on September 25, 2009 as CRFN 2009000310851; and

Parcel C

150 East 23rd Street, Manhattan Block 878 Lot 50, was acquired by LKH 23rd, LLC from Velpar Holding Corp. by deed dated September 17, 2009 and recorded on September 25, 2009, as CRFN 2009000310852;

Accordingly, LKH 23rd, LLC and 154 East 23, LLC are collectively the sponsor (the "Sponsor") of this Plan.

All of the aforementioned Residential Units are intended to be sold as condominium units in accordance with this Plan at the prices noted in Schedule A. Schedule A is located in Part I of the Offering Plan. As more fully explained hereinafter, the Superintendent's Unit will be sold to the Board of Managers of the Condominium on behalf of all of the Unit Owners at or subsequent to the first unit closing of a Residential Unit (the "First Unit Closing"). Additionally, all of the Storage Room Licenses are intended to be sold in accordance with this Plan at the prices noted in Schedule A-1, which is also located in Part I of the Offering Plan. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency.

It is noted that although it is the intent of Sponsor that all Residential Units be offered for sale pursuant to this Offering Plan, Sponsor is hereby reserving the unconditional right to withhold certain Residential Units from sale. In the event the Sponsor withholds one or more of the Residential Units from sales, Sponsor shall amend the Plan to disclose which Units are being withheld. If Sponsor leases certain Residential Units to tenants and such Residential Units

subsequently are offered, Sponsor shall amend the Plan, accordingly, if such Residential Units are offered subject to such tenancies. Since there are only twenty-six (26) Storage Room Licenses being offered for sale, Sponsor is hereby also reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses are sold to an individual purchaser. A Storage Room License will only be sold by Sponsor to a Purchaser of a Residential Unit. Currently, there is no timeline for withholding or releasing additional Residential Units onto the market. Should any of Sponsor's marketing or advertising materials concerning the Condominium refer to a percentage of Units sold, any Residential Units that are not being offered for sale to the public at that time shall be counted as the total number of Residential Units for purposes of such calculation.

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupant"), prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. In the event that Unsold Units are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. 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 still owns a substantial ownership interest, 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 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. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit. The decision of Sponsor to withhold Units from sale and/or rent same may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and/or the price which they are able to obtain for the Unit.

Sponsor will not use the withholding of Units to deceive the public about percentage of Units that have been sold. Sponsor shall use fifteen percent (15%) of the total Residential Units in the Building rather than fifteen percent (15%) of the number of Units being offered at the time

in order to declare the plan effective. Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units after Consummation of the Plan, there is no commitment on the Sponsor's part to sell more Units than Units than eight (8) Residential Units, which represents a minimum of at least fifteen percent (15%) of the Units necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on the management of the Condominium because of their different reasons for owning a Unit i.e., purchase as a home as opposed to an investment. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1(c) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

The project is being financed from Sponsor's own funds and construction loan financing from Shanghai Commercial Bank Ltd. (hereinafter the "Construction Lender"). The construction loan closing took place on January 23, 2015. Pursuant to the terms of the construction loan, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than minimum sales prices negotiated by the Sponsor with the Construction Lender. Sponsor represents that all of the offering prices, as set forth in Schedule A located in Part I of the Offering Plan, are above any proposed minimum sales prices negotiated by Sponsor with the Construction Lender. Further, the Construction Lender has agreed that upon the payment by Sponsor of the greater of the minimum sales or a percentage of gross or net sales proceeds from the closing of each Unit until the loan is paid in full, the Construction Lender will release the Unit closed from the lien of the Construction Lender's construction loan. Additionally, based upon the terms of the construction loan, the Sponsor will not have the right to lease any portion of the Property without the consent of the Construction Lender.

It is the intention of Sponsor to newly construct a twenty (20) story building at the Property. Sponsor shall submit the Property to the provisions of the Condominium Laws of the State of New York.

As shown on the Site Plan and Floor Plans set forth in Part II of the Offering Plan, the floors of the Building are designated cellar, first floor, second through twelfth floor, then the fourteenth floor through the twentieth floor. Floors eighteenth through twentieth will also be known as the penthouse levels. Although there is a structural thirteenth floor, there is no

designated thirteenth floor in the Building. All floor references in the Offering Plan, including the "Description of Property and Specifications" in Part II, to particular floors of the Building are in accordance with such floor designations. As a result the elevation of such floors above the twelfth floor may not correspond to similarly designated floors in a typical residential building which has a designated thirteenth floor. Floor numbering in the construction plans for the Building filed with the New York City Department of Buildings include references to construction or structural levels above the twelfth floor which differ from the floor designations as set forth in the Offering Plan, including the Description of Property and Specifications. See the section of the Offering Plan titled "Description of Property and Improvements," located in Part I of the Offering Plan for further discussion.

The Building when completed will consist of twenty (20) designated stories (19 structural floors), including the penthouse levels, plus a cellar. The proposed condominium will contain fifty-one (51) Residential Units, including a Superintendent's Unit on the 2nd floor. Two (2) Residential Units will be located on the second floor. The third, fourth, fifth, sixth, seventh, eighth, ninth and tenth floors will contain four (4) Residential Units. Three (3) Residential Units will be located on each of floors eleventh, twelfth plus designated floor fourteenth. Designated floors fifteenth and sixteenth contain one (1) Residential Unit on each floor plus one-half of a third duplexed Unit. Designated floor seventeenth shall contain two (2) Residential Units. The three Units on the designated eighteenth, nineteenth and twentieth floors will be known as PHA, PHB and PHC. PHC is a duplexed Unit with space at the main roof level above. As with the other duplexed Unit on designated floors sixteenth and fifteenth, each level of the Unit is accessed by an internal communicating staircase which is part of the Unit. The Residential Units are one, two or three bedroom Units. There will also be one (1) Commercial Unit on parts of the first floor and the cellar level. The Commercial Unit is not being offered for sale at this time and shall be retained by Sponsor or Sponsor's designee. The Commercial Unit may be physically altered and/or subdivided by Sponsor or its designee to accommodate more than one rental tenant. The Sponsor or its designee may at some future date offer the Commercial Unit for sale, but shall amend the Offering Plan prior thereto to reflect such offer. Prior to it being offered for sale, the Sponsor is also reserving the right at some future date to amend the Plan in order for Sponsor to transfer, convey or gift the Commercial Unit to another legal entity or trust, the ownership of which would either be owned or controlled by the principals of Sponsor.

Hereinafter, the Residential Units and the Commercial Unit shall sometimes be collectively referred to as the "Units."

Common Elements of the Condominium located on the cellar level, first floor and the upper floors of the Building will include, but not be limited to, the common hallways, stairways, elevators, vestibules, if any, and lobby, storage rooms, and various mechanical rooms. The Building will also contain a tenant storage/bike room, a laundry room, a common cold storage room, an office for the Superintendent and a common tenant storage room containing twenty-six (26) individual Storage Rooms at the cellar level. Common Elements, amongst others, located at the first floor level include the main residential entrance to the Building located on East 23rd Street, the residential lobby, the concierge area, and mail area and package room. Common

Elements located at the second floor of the Building include, but are not limited to, a lounge, a playroom, a pool equipment room, men's and women's locker rooms, a gym/fitness room and an outdoor open-air swimming pool with its adjacent common terraces. Located at or above the main roof level of the Building is the common outdoor terrace, the two (2) passenger elevators with their elevator lobby, cooling towers, if any, mechanical rooms and equipment and/or fans which are also Common Elements. See the section of the Offering plan titled "Description of Property and Improvements," located in Part I of the Plan, for a more detailed description of the Common Elements of the Building. The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). Pursuant to the terms of the Offering Plan and the Declaration of the Condominium, Limited Common Elements which are for the exclusive use of all of the Residential Unit Owners will be designated "Residential Limited Common Elements" while Limited Common Elements for the exclusive use of the Commercial Unit Owner shall be designated "Commercial Limited Common Elements." Any Limited Common Element for the exclusive use of an individual Residential Unit Owner will be designated as a "Residential Unit Limited Common Element." Some of the Residential Units on each floor shall have one or more private terraces adjacent thereto. Other than the pool and public roof terraces located at the second floor and main roof of the Building, the gym/fitness room, playroom and lounge located at the second floor of the Building, and the tenant storage/bike room located at the cellar level, there are no other common recreational areas or facilities at the Property. The maximum occupancy of the recreational areas on the second floor of the building is forty-five (45) people. Further, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the terraces described above.

As set forth above, the Units being offered for sale include the Superintendent's Unit located on the 2nd floor of the Building and designated as Unit 2B, which is to be sold, at or subsequent to the First Unit Closing, but no later than the extended maturity date of the Sponsor's construction loan, which is January 23, 2019, as may be extended, to the Board of Managers of the Condominium for use as the residence of the Building's superintendent. The costs of financing this purchase, as well as all Common Charges, costs of repairs, alterations and improvements undertaken by the Condominium Board, real estate taxes, and utility costs attributable to this Unit, shall be borne by all the Unit Owners as a Shared Common Expense. This Residential Common Expense is set forth as part of "Schedule B, the Projected Budget for First Year of Condominium Operation Beginning January 1, 2019" and therefore a part of each Unit Owner's Common Charges. The Condominium Board's indebtedness will be evidenced by one or more promissory notes with Sponsor or, at Sponsor's sole and absolute discretion, a third-party Lender at prevailing rates and terms should Sponsor procure such Lender totaling approximately $1,540,000.00 which represents the current Offering Price of $1,400,000.00 for Unit 2B and $140,000.00 attributable to other closing costs and secured by one or more mortgages on the Superintendent's Unit. If held by Sponsor, a note will bear interest at the rate of four percent (4%) per year, provide for the payment of equal monthly installments of principal and interest in an amount sufficient to fully amortize the note over a thirty-year period and require a $1,392,892.55 balloon payment on its maturity date, which will be five (5) years after the First Unit Closing. As stated in Section 4 of the Condominium Declaration, prior to the First

Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit as the Superintendent's Unit and the Board of Managers shall purchase whichever Unit is designated by Sponsor to be the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring financing charges on the new purchase price, common charges and real estate taxes, the sum of which exceed the costs of owning Unit 2B as set forth in Schedule B, by more than 25%.

It is anticipated that, at the maturity date of the note(s) and mortgage(s), the Board of Managers will refinance with a lender other than Sponsor the principal payment that will then be due. However, Sponsor makes no representation that the Board of Managers will be able to refinance or, if refinancing is available, as to the terms and costs of same. If the Board of Managers is unwilling or unable to refinance, each Unit Owner will be required to pay his or her pro rata share of the principal payment then due, which pro rata share will be based upon his Percentage Interest in the Common Elements or Contributing Share. Sponsor has not agreed to itself to refinance the note(s) and mortgage(s) on their maturity date. (See "Schedule B - Projected Budget for First Year of Condominium Operation" in Part I of the Plan for further discussion of the Superintendent's Unit).

Prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit as the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring financing charges on the new purchase price, common charges and real estate taxes, the sum of which exceed the costs of owning Unit 2B as set forth in Schedule B, by more than 25%. In the event that the closing of title to the Superintendent's Unit does not take place simultaneously with the First Unit Closing, the Board of Managers will be obligated to pay to Sponsor monthly rent for the use of the Superintendent's Unit. Monthly rental payments consisting of Common Charges, Real Estate Taxes, Utility Charges and Mortgage Indebtedness as set forth in Notes 6 and 7 to "Schedule B – Projected Budget for First Year of Condominium Operation" will be due and payable from the date of the First Unit Closing to the date of the conveyance of the Superintendent's Unit to the Condominium. The monthly rental payments, to the extent they represent principal payments only, will be credited towards the purchase price of the Superintendent's Unit.

With respect to a Purchaser's typical share of the costs set forth above, the following are estimates for a Purchaser of either an average one (1) bedroom or average two (2) bedroom Residential Unit under the Plan for (i) the annual carrying expense for the Superintendent's Unit, and (ii) in the event that a balloon payment is due on the maturity date of the Note and Mortgage due Sponsor, the allocated balloon payment:

Average Unit Type	Annual Expense	Balloon Payment
One Bedroom	$1,033.61	$12,522.21
Two Bedroom	$1,431.99	$17,348.65

In the event Sponsor substitutes another Residential Unit for the Superintendent's Unit which costs 25% more, then the estimates are as follows:

Average Unit Type	Annual Expense	Balloon Payment
One Bedroom	$1,292.01	$15,652.76
Two Bedroom	$1,789.99	$21,685.81

Parts I and II of the Plan, including all Schedules, and Parts A, B, C and D of the Exhibits, constitute the entire offer of Sponsor, and contain all material terms thereof. Copies of the Plan and Parts A, B, C and D of the Exhibits will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys at the off-site sales office located at 135 Fifth Avenue, 9th Floor, New York, New York 10010 at all times such office is open or, in the event there is no on-site office, at the offices of the Sponsor. All documents forming a part of this Offering Plan are important. It is suggested that you consult your own attorney or financial advisor before purchasing and provide him with a copy of this Offering Plan.

Features of Condominium Ownership

The Purchaser of a Residential Unit, hereinafter referred to either as a "Unit Owner" or "Residential Unit Owner," owns his Unit similarly in many respects to the manner in which a private home owner owns his home. (References to the masculine gender in the Plan shall be deemed to refer to the feminine gender or plural where the context so requires and shall be deemed to include any duly formed partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association or any other entity permitted to own real property in the State of New York.) The Residential Unit Owner or Commercial Unit Owner, as the case may be, owns the Unit in fee and is entitled to the exclusive possession thereof. He is also the owner, in common with the owners of all other Units, of all remaining parts of the Property except for the Units themselves, including the land upon which the Units are built, the foundations and supports of the Building, the exterior walls and the roofs, (hereinbefore and hereinafter called "Common Elements"). Each Unit Owner's proportionate share ("Common Interest") of the Common Elements has been determined upon the basis of such Unit's floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of Article 9-B of the Real Property Law of the State of New York ("the Condominium Act"). Any portion of the land or Building, other than the Units themselves, which are for the use of one or more specified Units to the exclusion of all others, are known as "Limited Common Elements," which pursuant to the Plan and Condominium Declaration are either "Residential Limited Common Elements," "Commercial Limited Common Elements" or "Residential Unit Limited Common Elements." The Plan provides that individually defined roof terraces which are adjacent to and directly accessed from certain Residential Units shall be a Residential Unit Limited Common Elements for the exclusive use of individual Residential Unit Owners. Additionally, common or public terraces located at the second floor

and main roof of the Building shall be Residential Limited Common Elements for the exclusive use of all of the Residential Unit Owners. Other than the terraces as described above, there are no other terraces at the Property. However, other Limited Common Elements include, but are not limited to, an outdoor open-air pool and a gym/fitness room at the second floor of the Building, and tenant storage/bike room at the cellar level which are for the exclusive use of all of the Residential Unit Owners.

A Unit Owner is privileged to mortgage his Unit generally on the terms and in such amount as he chooses. With respect to the Residential Units, the By-Laws state that a first mortgage or second mortgage shall be either with an institutional lender, the Sponsor, a family member, business associate or employer, or a selling Residential Unit Owner. Purchasers pursuant to this Plan, however, if they seek mortgage financing, shall not be permitted to condition their purchase of a Unit upon their obtaining a loan. All Purchase Agreements shall not be contingent upon financing pursuant to the terms of the Offering Plan. A mortgage may be made with a reputable private lender other than the Sponsor or selling Residential Unit Owner subsequent to the obtaining of written permission from either the Sponsor, prior to Sponsor's relinquishing control of the Board of Managers, or the Board of Managers. No Residential Unit Owner shall be permitted to encumber his Unit with a third mortgage. His Unit is not subject to the lien of any mortgages placed by other Unit Owners on their Units. Sponsor reserves the right, through itself, an affiliate and/or a Sponsor-designee, to offer financing to Purchasers. As of the date of filing of the Plan, Sponsor does not intend to offer such financing.

A Residential Unit Owner can sell or lease his Unit to anyone, without restriction or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium (sometimes herein referred to as the "Condominium Board" or the "Board of Managers") at the same price and terms the Owner has been offered. Such right of first refusal is hereinafter described in the section of the Offering Plan titled "Rights and Obligations of Unit Owners." He can alter and decorate the interior of his Unit in any way he desires, subject to local codes, and he is obligated for the cost of his own interior decoration, maintenance and repair after closing. Each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible if any of the other Unit Owners fail to pay their real estate taxes. In the opinion of counsel for the Sponsor, a Residential Unit Owner, like a home owner, may, under most circumstances, deduct from his income for income tax purposes his real estate taxes and the interest paid on the mortgage encumbering the Unit(s) owned by him, subject, however, to certain exceptions and limitations that are more particularly set forth in the Section of Part I of the Offering Plan titled "Counsel's Income Tax Opinion Letter." The Board of Managers of the Condominium will assess against each Unit Owner, in proportion to his respective percentage of Common Interest or Contributing Share, as the case may be, as defined in the section of the Plan titled "Definitions," charges (hereinafter called "Common Charges") for the maintenance of the Common Elements and for the operating costs of the Property (hereinafter called "Common Expenses"), as provided in New York State Real Property Law Section 339(i) and 339-m and each Unit Owner shall be obligated to pay such Common Charges. Each Unit Owner, including the Commercial Unit Owner, will pay for all electricity consumed within his own Unit, the charges for which shall be separately metered.

Any Residential Unit Owner assigned a Storage Room at the Building will be required to execute a Storage Room License governing the use of the Storage Room. The Storage Room License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit, or (ii) the transfer of a Storage Room License from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Room License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room in question will devolve to the Board of Managers which shall have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. With regard to Storage Rooms held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor-designee may assign and/or rent its Storage Rooms to residents or non-residents in its sole discretion without charge and without the consent of the Board of Managers of the Condominium.

Commencing with the first year of the term of the Storage Room License, the Board of Managers has reserved the right to charge Purchaser/Licensee a monthly license fee (the "License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the term of the Storage Room License. The License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The Storage Room License Fee shall be in the amount of $50.00 per month, commencing on the first day of the thirteenth (13th) month following the date of the Storage Room License and will continue for the following twelve (12) months. Thereafter the Board of Managers may increase the License Fee annually, in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Rooms. Such License Fee shall only be applicable subsequent to the lawful occupancy or use for such areas of the Building.

In addition, the assigned Storage Room may not be completed prior to the closing date for a particular Residential Unit and the fact that a Storage Room may not be available for use at the time of the Closing will not constitute a basis for a Purchaser to fail to close title to a Residential Unit. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Room will be held in escrow by Sponsor's attorneys until the date that the Storage Room is made available for Purchaser's use. Sponsor intends to complete the construction of all Storage Rooms prior to the issuance of the Temporary Certificate of Occupancy for all of the Residential Units in the Building. Purchaser shall also be responsible for the payment of any state and city transfer taxes due in connection with the licensing of the Storage Room, which obligation shall survive the Closing.

Since the Storage Rooms are located at the cellar level of the Building, the Sponsor and Board cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in

the Storage Rooms do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Each Unit Owner is obligated to comply with the Declaration, the By-Laws, the Rules and Regulations and any other requirements of the Board of Managers. Each Unit Owner will also be responsible for maintaining his own Unit and for making repairs within his own Unit. Except with regard to limitations which apply to the obligations of the Commercial Unit Owner, the cost of maintenance and repair of the Common Elements shall be shared by all Unit Owners as provided above. Each Unit Owner shall have the same rights of access to, use of and benefit of the Common Elements which are not Limited Common Elements. Each Unit Owner shall also be responsible for obtaining and bearing the cost of casualty and liability insurance in connection with his respective Unit. The Board of Managers shall have the duty of obtaining casualty and liability insurance, on behalf of the Condominium, with respect to the Building as a whole.

The Board of Managers of the Condominium shall be elected by the Unit Owners with the number of votes allocated to each Unit Owner determined by their percentage of Common Interest. The Board of Managers shall have the authority to manage and administer the affairs of the Condominium, including, but not limited to, the determination of Common Charges and the adoption of Rules and Regulations covering the Condominium. Please see the section of the Offering Plan entitled "Rights and Obligations of Board of Managers/Summary of By-Laws" for further discussion.

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

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

DEFINITIONS

"Appurtenant Interest"	-	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as 150 East 23rd St. Condominium, a condominium being newly constructed at 150 East 23rd Street, New York, New York 10001. The Building will also be known as the "Celeste Gramercy."
"Commercial Common Expenses"	-	As set forth in the By-Laws of the Condominium, the Commercial Unit shall be solely responsible for the payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat, hot water and for all other purposes in the Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of all water usage in the

Commercial Unit, together with related sewerage charges; repairs, maintenance and replacement of Commercial Limited Common Elements; and any other expense, which is not a Shared Expense, attributable to the Commercial Unit only.

"Commercial Unit" - An area designated on the first floor and a portion of the cellar level of the Building, which shall be owned in fee simple absolute. According to the terms of the Offering Plan, there shall be one (1) Commercial Unit.

"Commercial Unit Owner" - The Person owning the Commercial Unit in fee simple absolute.

"Common Charges" - In the case of the Residential Units, each Unit Owner's proportionate share or Contributing Share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Residential Unit Owners together with each Residential Unit Owner's proportionate share or Contributing Share of the Residential Common Expenses (as defined in the Condominium Documents);

In the case of the Commercial Unit, each Commercial Unit Owner's proportionate share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Commercial Unit Owner together with the payment by the Commercial Unit Owner of its proportionate share or Contributing Share of the Commercial Common Expenses (as defined in the Condominium Documents).

"Common Elements" - All portions of the Property other than Units. Common Elements are comprised of General Common Elements and Limited Common Elements.

"Common Expenses" - (a) Expenses of operation of the Property, and

(b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.

"Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Condominium"	-	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to 150 East 23rd St. Condominium.
"Condominium Act"	-	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	-	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.
"Consummation of the Plan"	-	Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.
"Contributing Share"	-	(a) In the case of the Residential Units, each Residential Unit's proportionate share of the Common Charges payable by all of the Residential Unit Owners. Each Residential Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Residential Unit Owner's percentage of Common Interest bears to the aggregate percentage of Common Interest of all Residential Unit Owners, multiplied by the Common Charges payable by all the Residential Units. (b) In the case of the Commercial Unit, and in the event that there is more than one (1)

Commercial Unit, the Commercial Unit's or each Commercial Unit's proportionate share of the Common Charges payable by all of the Commercial Unit Owners. The Commercial Unit Owner's or each Commercial Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Commercial Unit Owner's percentage of Common Interest bears to the aggregate percentage Common Interest of all the Commercial Unit Owners, multiplied by the Common Charges payable by all the Commercial Units.

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

"Eligible Holder" - A holder, insurer or guarantor of a first mortgage on a Unit.

"Equal or Better Quality" - This phrase shall mean comparable or higher quality as recognized by industry standards or performance, efficiency, longevity and/or classifications, as applicable.

"Facility" or "Facilities" - As used in the Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the board scope of that term: system, equipment, apparatus, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off value or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture,

lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mailbox, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering.

"Filing" - Means the issuance of a letter from the Attorney General stating that an Offering Plan and/or an Amendment has been accepted for filing.

"First Unit Closing" - The first closing of title with a bona fide purchaser of a Residential Unit.

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

"General Common Elements" - The General Common Elements include, without limitation:

(1) The land on which the Building is physically erected, including any rear or side yard areas, if any, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself and any successors or assigns. Yard areas or other areaways at the Property, if any, are not intended for public use except for fire egress purposes; and are subject to the easement rights, if any, in favor of the Sponsor or a Sponsor-designee or the Commercial Unit Owner;

(2) At the cellar and first floor levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, supports, and interior bearing walls (except to the extent included below as Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Commercial Unit from the corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Commercial Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating the Commercial Unit from another subdivided Commercial Unit, or separating the Commercial Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit; fire staircases, stairs, vestibules, if any, or lobbies not within the Commercial Unit; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Commercial Unit is attached; all cellar areas which are not included within the Commercial Unit or which are not specifically designated below as Limited Common Elements;

(3) The electric meter room, the gas meter room, the boiler room, the water/sewer/detention room, including the detention tank located therein, the fire pump room, and the telecom room, including any

and all related Facilities located in such rooms and located at the cellar level; the gas meters, water meters and electric meters in the cellar and cellar mezzanine levels except to the extent included below as Limited Common Elements;

(4) Those portions of the main roofs and/or other roofs of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, if any, cooling towers, if any, any air-conditioning equipment or other related Facilities which service both the Commercial Unit and the Residential Units and/or the General Common Elements;

(5) The boilers, hot water heaters, if any, heating and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(6) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters, if any, heating and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(7) All sewer pipes and drainage pipes;

(8) To the extent they exist, any common tanks, common water towers or tanks, pumps, including, but not limited to, motors, fans, compressors, ducts, siamese connections, and, in general, all apparatus and installations and Facilities existing for common use;

(9) Except as specifically noted, all other apparatus and installations and Facilities existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building;

"Insurance Trustee" - A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.

"Land" - All that certain tracts, plots, pieces and parcels of land situate, lying and being in City of New York, County and State of New York as more particularly described in Schedule A to the Declaration.

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities, including the Landmarks Preservation Commission, having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" - Parts of the whole which are owned as Common Elements, but the exclusive use of which is granted to a single Unit Owner or several Unit Owners and, unless otherwise specified, the maintenance and repair of which is the responsibility of the Unit Owners or Owners to which the exclusive use has been allocated. In this Plan, the following are Limited Common Elements which shall be for the exclusive use of either all of the Residential Unit Owners ("Residential Limited Common Elements") or the Commercial Unit Owner ("Commercial Limited Common Elements") or an individual Residential Unit Owner ("Residential Unit Limited Common Elements"):

(1) Residential Limited Common Elements:

(1a) At the second floor through and including the twentieth floor and/or penthouse levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, and supports, any interior bearing walls (except to the extent included below as Commercial Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Units from the corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing a Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating a Unit from another Unit, or separating a Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire staircases, stairs, vestibules or lobbies not within a Unit, the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roof bulkheads or roof areas which are not for the exclusive use of a particular Unit or which are not

specifically designated below as Commercial Limited Common Elements, the use of which shall be at the sole discretion of the Board of Managers; skylights, if any, other than those directly over Units; sprinkler systems, standpipe systems, or parts thereof installed in common areas of the Building, if any, service corridors, fire corridors, halls, stairs, and stairway areas located beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing a Unit which are not specifically designated below as Commercial Limited Common Elements; storage and utility areas, if any, which are not part of a Unit or which are not specifically designated below as Commercial Limited Common Elements and located beyond the unexposed face of the drywalls or blockwork or concrete work enclosing a Unit; the sidewalks in front of the Building, including any tree, shrubbery, flower or other planting or horticulture tub or box located thereon, subject to an easement in favor of the Commercial Unit Owner for ingress and egress purposes and for any other lawful purpose; the entrances to and exits from the Building located on East 23rd Street;

(1b) The common service or public corridors and fire staircases located at the cellar level and first floor, all of which shall be for the exclusive use of the Residential Unit Owners, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to

install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit; and (ii) for fire egress purposes and access and/or egress to or from the Commercial Unit;

(1c) The common public corridors and fire staircase located at the second floor and above at the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

(1d) All passages, hallways, stairs and corridors, all mechanical space, offices, common cold storage room, common laundry room, office for the superintendent, half bathroom and all other rooms, areas, spaces and other parts of the Building, including, but not limited to, the cellar level, which are not Residential Units or part of the Commercial Unit, Commercial Limited Common Elements or the General Common Elements; but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

(1e) Any residential tenant storage room, including any and all Storage Rooms located therein, located at the cellar level of the Building, which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers. The use of any Storage Room shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(1f) Any residential tenant storage/bike room or rooms located at the cellar level which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers. The use of the tenant storage/bike room or rooms shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(1g) The trash compactor room and trash compactor machinery and related Facilities located at the cellar level of the Building, together with the trash compactor chute located on all floors of the Building, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1h) The two (2) passenger elevators, passenger elevator machinery, its shafts and pits; the elevator

bulkhead, together with all Facilities related thereto, located at the main roof of the Building or in the elevator hoistways, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

(1i) The elevator lobby, together with the adjoining trash room and any mechanical rooms or equipment closets, located on each of floors numbered 2 through and including the main roof level; all Facilities related thereto; all of which shall be for the exclusive use of the all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1j) The main residential entrance, together with its canopy, if any, located on the East 23rd Street side of the Building, the residential lobby together with the adjoining concierge area, elevator lobby, mail and package rooms, all of which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner, or tenants thereof, to the extent required by Law, for fire egress purposes and access and/or

egress to or from the Commercial Unit;

(1k) The lounge, play room, men's and women's locker rooms and the gym/fitness room, together with all Facilities related thereto, located at the second floor of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1l) The outdoor open-air pool, pool equipment room located at the second floor of the Building and the common or public roof terraces located at the second floor and main roofs of the Building, including any tree, shrubbery, flower or other planting or horticulture tub or box located thereon, all of which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all equipment servicing the Commercial Unit;

(1m) Those portions of the main roofs or other roofs of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning, ventilation equipment or Facilities which services the Residential Units only, which shall be for the exclusive use of the Residential Unit Owners;

(1n) Any and all roofs of the Building, including, but not limited to, those portions of the roofs which are below the common or public terrace which are for the exclusive use of all of the Residential Unit Owners;

(1o) The boilers, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1p) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters, if any, heating and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1q) The cooling tower(s), if any, or tanks on the roofs of the Building together with any related Facilities which only service the Residential Units or the residential portions of the Building;

(1r) The residential electric meters and panels, electric closets, feeders, risers and other improvements, residential gas meters, cables, all of which serve the Residential Units and residential portions of the Building exclusively;

(1s) Any and all windows of the Building which are not part of a particular Residential Unit or the Commercial Unit;

(1t) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water, except to the extent that they are designated below as Commercial Limited Common Elements;

(1u) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

(1v) All street vaults, if any, which shall be the exclusive use of all the Residential Unit Owners. To the extent there are any charges for said vault areas, such charges shall be paid by all of the Residential Owners as a Residential Common Expense.

(2) Commercial Limited Common Elements:

(2a) Those portions of the main roof or other roofs of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning, ventilation equipment or Facilities which service the Commercial Unit, which shall be for the exclusive use of the Commercial Unit Owner;

(2b) All columns, girders, floor slabs and concrete ceilings, beams, and supports and interior bearing walls located within the Commercial Unit or separating the Commercial Unit

from a Residential Unit or the residential portions of the Building;

(2c) Commercial electric meter(s), separate cold water meter(s), gas meter(s) and other utility meters (if any) servicing or available for the exclusive use of the Commercial Unit;

(2d) The Commercial Unit Owner will have a dedicated riser or a portion of another riser from the first floor of the Building to the roof of the elevator bulkhead or other roof bulkhead where a satellite dish may be located. The riser or portion of another riser and satellite dish, if any, will be a Limited Common Element for the exclusive use of the Commercial Unit Owner and/or any tenant or occupant of the Commercial Unit;

(2e) The refuse storage room adjacent to the Commercial Unit at the cellar level;

(2f) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service the Commercial Unit only;

(2g) All remaining improvements, installations, apparatus or Facilities exclusively serving the Commercial Unit or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Unit.

(3) Residential Unit Limited Common Elements:

(3a) The skylights, if any, existing or installed at some future date, that are directly above any Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(3b) Any fireplace, together with any flue and/or ductwork attached thereto, whether gas-fired or wood-burning, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner;

(3c) The private roof terraces, together with any fencing delineating such roof area, or balcony, which are adjacent to or directly accessed from a particular Residential Unit, as delineated on the Floor Plans. Nonstructural, ordinary repairs and maintenance of the private roof terraces, together with any fencing which delineates such roof area, or balcony, shall be the responsibility of the individual Unit Owner(s) who have the exclusive use thereof;

(3d) If applicable to a Residential Unit, the individual residential Storage Room located at the cellar level of the Building which shall be for the exclusive use of such Unit Owner. Non-structural, ordinary repairs and maintenance of the individual Storage Room shall be the responsibility of the individual Residential Unit owner who has exclusive use thereof. The use of any

Storage Room shall be subject to any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion.

"Majority" - Majority of Unit Owners means either (i) more than fifty percent (50%) in Common Interest in the aggregate, or (ii) more than fifty percent (50%) in number of Units in the aggregate, or (iii) more than fifty percent (50%) in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.

"Managing Agent" - A person employed by the Condominium Board pursuant to Article II, Section 3 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in such Section of the By-Laws.

"Offering Plan" - The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".

"Operation of the Property" - The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

"Person" - A natural person, corporation, limited liability company, partnership, association, trustee or other legal entity.

"Power of Attorney" - The document, signed by Unit Owners, which appoints:

(i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine.

(ii) the Sponsor, its designee and/or the Commercial Unit Owner, as attorney- in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney.

(iii) the Sponsor, as attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, in whole or part, of the unused transferable air rights and/or development rights which Sponsor has retained for itself, and/or its successors and assigns.

"Property" - Means and includes the Land, the Building and all other improvements thereon, (i) owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.

"Purchaser" - Any Person who has entered into an agreement with Sponsor to purchase a Residential Unit and is not in default thereunder.

"Recording officer and "Recording" or "Recorded" - Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.

"Residential Common Expenses" - As set forth in the By-Laws of the Condominium the Residential Units shall be solely responsible for the payment of all expenses or allocated expenses ("Residential Common Expenses") arising from the employment of one or more employees of the Condominium, other than one (1) superintendent and two (2) porters, including, but not limited to, any other employee, independent contractor and/or vendor of the Condominium employed or retained to provide concierge, doorman and/or security services, if any, who will service all of the Units; garbage collection for the Residential Units; vault charges, if any, attributable to the Common Elements, except to the extent they are attributable to a Commercial Unit which has exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for dryers in the Residential Limited Common Elements and gas consumed in the Common Elements; gas consumption for cooking and fireplaces; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the pool and other amenities located at the Building;

and any other expense, which is not a Shared Expense, attributable to the Residential Units only or as provided in the By-Laws.

"Residential Unit" - A designated apartment in the Building comprising the Condominium which is owned in fee simple absolute.

"Residential Units" - Collectively, all the apartments in the Building.

"Residential Unit Owner" - Means the person, persons or entity owning a Residential Unit in fee simple absolute.

"Rules and Regulations" - The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

"Selling Agent" - The entity which will, on behalf of the Sponsor, originate and supervise sales of Units. Cantor & Pecorella, Inc. is the Selling Agent pursuant to the terms of the Offering Plan.

"Sponsor" - The promoter of the project and/or Offering Plan to convert a particular parcel of property to Cooperative or Condominium Ownership; LKH 23rd, LLC and 154 East 23, LLC are collectively the Sponsor of this Offering Plan.

"Sponsor-designee" - Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee in relationship to the Units which such Sponsor-designee owns shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall be deemed to be a Sponsor with the rights and obligations of a Sponsor only in relationship to the Units which such Sponsor-designee owns. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and obligations and

any such designee shall also be deemed a "Sponsor-designee."

"Storage Room" - Refers to the individual storage rooms located at the cellar level of the Building which will be made available for the exclusive use of a Residential Unit Owner pursuant to the Storage Room License and which constitute Limited Common Elements.

"Storage Room License" - Refers to the license to be granted to a Residential Unit Owner evidencing the Residential Unit Owner's right to use a Storage Room.

"Superintendent's Unit" - The residential apartment located at the 2nd floor of the Building and designated as Residential Unit 2B which shall initially be used as the residence of the Building's superintendent and which shall be conveyed to the Board of Managers on behalf of all of the Unit Owners. Pursuant to the terms of the Offering Plan, there will be one (1) Superintendent's Unit.

"Unit" - Any space in the Building designated as a Unit, including, where applicable, a designated storage room located on either the same floor or a different floor as the Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a private roof terrace or balcony. Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

"Unit Deed" - The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.

"Unit designation"	-	The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the floor plans.
"Unit Owner"	-	The person or persons, or entity owning a Unit in fee simple absolute. It collectively means the respective owners of the Residential Units and the Commercial Unit.
"Unsold Units"	-	Any Unit owned by Sponsor or its designee at the time in question.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property which previously consisted of three (3) parcels, has an aggregate area of approximately 7,406 square feet with approximately 75 feet of frontage along the southerly side of East 23rd Street. The Property upon which the Condominium will be situated is rectangular in dimension and the development site is located approximately 145 feet westerly from the corner formed by the intersection of the southerly side of East 23rd Street and the westerly side of Third Avenue.

The Sponsor is constructing a new building to be situated at the Property. The new building will be a mixed use commercial/residential building, consisting of twenty (20) designated floors (19 structural floors) plus a cellar level. As shown on the Floor Plans (defined hereinafter), the floors of the Building are designated cellar, first floor, second floor through the twelfth floor, then the fourteenth floor through the twentieth floor. Floors eighteenth through twentieth will also be known as the penthouse levels. Although there is a structural thirteenth floor, there is no designated thirteenth floor in the New Building. All floor references in this Declaration and in the By-Laws of the Condominium, to particular floors of the Building are in accordance with such floor designations. As a result, the elevation of such floors above the twelfth floor may not correspond to similarly designated floors in a typical residential building which has a designated thirteenth floor. Floor numbering in the construction plans for the Building filed with the New York City Department of Buildings include references to construction or structural levels above the twelfth floor which differ from the floor designations as set forth in this Declaration and the By-Laws of the Condominium. Further, pursuant to such designations, the eighteenth through twentieth floors shall be designated as penthouse floors while the main roof level will be comprised of a common outdoor roof terrace for the exclusive use of all of the Residential Unit Owners, plus mechanical rooms, mechanical equipment, the cooling towers, if any, and other mechanical terrace areas for the Building. Additionally, the second floor of the Building will contain certain recreational amenities, including, but not limited to, an open-air pool and common outdoor terraces, a gym/fitness room, men's and women's locker rooms, a lounge and play room, all of which will be for the exclusive use of all of the Residential Unit Owners. The maximum occupancy of the recreational areas on the second floor of the building is forty-five (45) people.

The newly constructed Building shall be comprised of one (1) commercial unit (the "Commercial Unit") and fifty-one (51) residential units, including a superintendent's apartment (the "Residential Units"), plus other common elements of the Building as defined herein (the "Common Elements"). The Common Elements shall either be for the use of all of the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). The superintendent's apartment (the "Superintendent's Unit") will be located on the 2nd floor of the Building and is designated as Residential Unit 2B and shall be sold to the Board of Managers on behalf of all of the Unit Owners.

The Commercial Unit will be located on those portions of the first floor and the cellar level of the Building which are not Common Elements. Two (2) Residential Units will be located

on the second floor. The third, fourth, fifth, sixth, seventh, eighth, ninth and tenth floors will contain four (4) Residential Units. Three (3) Residential Units will be located on each of floors eleventh, twelfth plus designated floor fourteenth. Designated floors fifteenth and sixteenth contain one (1) Residential Unit on each floor plus one-half of a second duplexed Unit. Designated floor seventeenth shall also contain one (1) Residential Unit plus one-half of a second duplexed Unit located on the eighteenth floor. Other than the one-half upper level of the seventeenth floor duplexed Unit, the three Units on the designated eighteenth, nineteenth and twentieth floors will be known as PHA, PHB and PHC. PHC is a duplexed Unit with space at the main roof level above. As with the other duplexed Units, each level of the Unit is accessed by an internal communicating staircase which is part of the Unit. The Residential Units are one, two or three bedroom Units. Some of the Residential Units have adjacent private terraces or a balcony which are directly accessed from those Units. The private terraces and the balcony shall be Limited Common Elements for the exclusive use of the Unit Owners having direct access thereto. All private terraces and the balcony adjacent to and directly accessed from a Residential Unit shall have a traffic bearing surface consisting of either concrete or concrete pavers or such other equivalent material.

The Building being newly constructed is projected to be completed by the end of December, 2018. Pursuant to the New York City Building Code, the Class of Construction for the Building is Class 1B (Non-Combustible) construction. A new Certificate of Occupancy will be obtained by the Sponsor upon final completion of the project.

The Building has a cellar level consisting of a part of the Commercial Unit and portions of the Common Elements. The Common Elements located at the cellar level of the Building include a tenant storage/bike room, a laundry room, a common cold storage room, an office for the superintendent, a half bathroom, the elevators and elevator pits for the two (2) passenger elevators located at the central core of the Building, the trash compactor room and chute, the water/sewer/detention room, including a detention tank located therein, a gas meter room, a commercial refuse storage room, the electric meter room, the fire pump room, the telecom room, as well as common service corridors and the fire staircases. Also located at the cellar level is a residential storage room containing twenty-six (26) individual Storage Rooms, which is also a Common Element.

Common Elements located at the first floor level include the main residential entrance to the Building located on East 23rd Street, the residential lobby, the concierge area, mail area and package rooms, the elevator lobby, the two (2) passenger elevators at the central core of the Building, as well as common service or public corridors and fire staircases. Additionally, there is a service corridor at the northeasterly side of the Building which provides a second means of egress for all of the Units to and from all parts of the Building including the cellar level. This service corridor exits to a street entrance on East 23rd Street.

Common Elements located at the second floor of the Building include a lounge, a play room, a pool equipment room, men's and women's locker rooms, a gym/fitness room, an outdoor open-air swimming pool with adjacent common terraces, all of which shall be Common

Elements of the Condominium. The elevators, elevator lobby, refuse room with compactor chute, any mechanical rooms or equipment closets, fire staircases and public corridors on each floor above the first floor are also Common Elements of the Building.

Located at or above the main roof level of the Building, the common outdoor terrace, the two (2) passenger elevators, elevator lobby, cooling towers, if any, mechanical rooms and equipment and/or fans are also Common Elements. Other than the public or common roof terraces, the outdoor open-air pool, the men's and women's locker rooms, the gym/fitness room, the play room and lounge at the second floor, there are no other common recreational areas or facilities at the Property. Any other roofs of the Building, including, but not limited to, the mechanical terrace areas located at the main roof or other roofs of the Building, are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one or more Unit Owners. Additionally, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the roof terraces described above.

There are two (2) "scissor stair" fire staircases at the Building which run from the cellar level to the main roof of the Building. The Building will have two (2) passenger elevators at the central core of the Building. Both elevators will service substantially all of the floors of the Building from, and including, the cellar, to and including, the main roof of the Building. Both elevators are overhead traction systems. There are no fire escapes at the Building.

The foundation system of the Building consists of drilled caissons down to bedrock with spread footings in areas of shallow bedrock. The Building's superstructure consists of cast-in-place two-way concrete floors on concrete columns and shear walls. The exterior walls will consist of a variety of systems and materials, including but not limited to, a stone panel system or a metal panel system with either a unitized curtain wall system and/or a concrete shear wall.

There are Lot Line Windows at Units 6A, 7A, 7C, 8A, 8C, 9A, 9C, 10A, 10C, 11A, 11B, 12A, 12B, 14A, 14B, 15A, 16A, 16B, 17A, PHA, PHB and PHC.

The Lot-Line Windows on the easterly and westerly façades of the Building do not provide the legal light and air required for residential occupancy. The Lot-Line Window declaration included as part of the filings with the NYC Department of Buildings, states that if an adjacent property owner builds a structure which covers the Lot-Line Windows, then they must be closed-up. Legal light and air which is required for the issuance of the certificate of occupancy for the Building, is being provided by the windows on the northerly and southerly façades. The Lot-Line Windows provide supplementary light and air only. The subsequent sealing of these Lot-Line Windows will not affect the validity of the certificate of occupancy. As Lot-Line Windows, the view from such windows may be obstructed or completely blocked in the future if a new building or structure is constructed on an adjoining property.

The roof will consist of a cast-in-place concrete slab. Rigid insulation will be installed as part of the roofing system and the roof finish shall be concrete pavers.

The Building will have a gas-fired modular boiler plant which will be located in the boiler room at the cellar level of the Building. The boilers will provide hot water for heating. Heating will be provided by heat pumps and fan coil systems located in the Residential Units and certain other common areas of the Building. Separate hot water heaters will provide domestic hot water for the Residential Units and all the residential common areas.

Air conditioning systems are designed to meet the requirements of the New York City and New York State Codes. The Building's cooling system will be provided by split multi-heat pump system with condensing units on the roofs. Each Residential Unit shall be provided with ceiling-hung direct expansion fan coil units. Public area air conditioning systems are composed of split heat pump systems and corridors shall be provided with a packaged rooftop gas heat air conditioning unit.

The Commercial Unit Owner shall be responsible for any additional equipment installations necessary to heat and/or air-condition the Commercial Unit or to provide hot water therein but shall have access to, and use of, the cooling towers, if any, for the Building. In the sole discretion of the Sponsor, its designee or the Commercial Unit Owner, such equipment installations may be located in the Commercial Unit and/or other Common Elements of the Building, including, but not limited to, those portions of the roofs of the Building designated for mechanical equipment.

Gas consumption for heat in all of the Units, including supplemental heat for the public corridors, hot water in the Residential Units and Common Elements, gas dryers in the Residential Limited Common Elements and gas consumed in the Common Elements, shall be collectively metered by one (1) or more meters or submeters and shall initially be a Shared Common Expense of all of the Unit Owners. Initially, there will be no direct separate gas service for the Commercial Unit. Gas consumption for heat in all the Units will initially include a minimal amount of gas consumed for heat and hot water in the Commercial Unit prior to it being occupied by a tenant and separately metered or submetered. It is anticipated that Sponsor and/or its commercial tenant will install such meters and/or submeters once the Commercial Unit is occupied. Notwithstanding anything herein to the contrary, the Commercial Unit Owner shall only be required to pay for its estimated share of the cost of gas consumption for heat and hot water in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. When separate gas service is required in the Commercial Unit, the Commercial Unit Owner or its tenant shall have the right to install, at its sole cost and expense, separate gas service or connect to the existing gas service. However, the Commercial Unit Owner shall also be required to install a separate gas meter or submeter and the gas consumption and cost measured thereby shall thereafter be a Commercial Common Expense of the Commercial Unit Owner only. Further, at the time of the installation of a separate meter or submeter, the Commercial Unit Owner will no longer be required to contribute its estimated share of the cost of gas for heat and hot water which initially was a Shared Expense. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and the Common Elements shall be a Residential Common Expense.

Additionally, gas consumption for cooking and fireplaces shall be collectively metered by one (1) or more meters and shall be a Residential Common Expense of all the Residential Unit Owners.

Each of the Units shall be separately metered or submetered for the consumption and cost of electricity in the respective Unit. A common meter or meters or submeters shall measure the consumption of electricity in the common areas or Common Elements, including the Residential Limited Common Elements and Commercial Limited Common Elements which shall be paid by the Board of Managers as a Residential Common Expense of all of the Residential Unit Owners only. Water and sewer services are provided for by the City of New York. The Residential and Commercial Units in the Building shall be metered or submetered for water usage by one or more meters. The cost of water consumption in all of the Units and in the Common Elements shall initially be a Shared Common Expense of all of the Unit Owners. Water service and all related sewer rents initially include a minimal amount of water consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of water consumption together with all related sewer rents arising therefrom in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of water consumption together with all related sewer rents arising therefrom in the Residential Units and in the Common Elements shall be a Residential Common Expense. Once water consumption in the Commercial Unit is separately metered or submetered, the cost of consumption measured thereby shall be the sole responsibility of the Commercial Unit Owner.

There is a public or common laundry room at the cellar level of the Property, which will have four (4) washers and four (4) stacked (8 in total) dryers. Additionally, the Residential Units will be provided with a laundry closet or laundry room with individual hook-ups for one (1) electric washer and one (1) electric ventless dryer or, at the sole discretion of Sponsor, for one (1) stackable unit which is a combination thereof. The washer and dryer are being supplied by the Sponsor as part of the Offering Plan.

The residential storage/bike room and the storage room containing the individual Storage Rooms located at the cellar level of the Building shall be Limited Common Elements of all of the Residential Unit Owners. The use of the residential storage/bike room and the storage room containing the individual Storage Rooms shall be governed by the Board of Managers of the Condominium in their sole discretion.

The Commercial Unit Owner will have a dedicated riser or a portion of another riser from the first floor of the Building to the roof of the elevator bulkhead or other roof bulkhead, where a satellite dish may be located. The riser or portion of another riser and satellite dish, if any, will be a Limited Common Element for the exclusive use of the Commercial Unit Owner and/or any tenant or occupant of the Commercial Unit.

The Building is being constructed in accordance with all applicable zoning and building laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements.

The Sponsor shall provide each kitchen in a Residential Unit with certain appliances, which are specifically set forth in the "Description of Property and Building Specifications," located in Part II of the Plan.

Any additional custom work requested by Purchaser and agreed to by Sponsor in its sole discretion, shall be deemed custom work under the Purchase Agreement and the cost thereof is in addition to the total purchase price. The initial downpayment to be made by Purchaser upon execution of a Purchase Agreement shall be increased by the entire cost and expense of the custom work. Pursuant to the terms of the Purchase Agreement, all custom work is to be performed by Sponsor's contractors. Although initially deposited in escrow, upon the rescission of a Purchase Agreement by Purchaser, the funds deposited for the extra custom work will not be refunded to the Purchaser to the extent such funds have already been disbursed or are required to pay for the custom work.

Sponsor shall obtain a temporary or permanent "Class A" residential Certificate of Occupancy which shall cover each Residential Unit prior to the closing of title to such Unit. The Certificate of Occupancy for the Commercial Unit shall provide for commercial uses on a portion of the first floor and a portion of the cellar level, as permitted in the Zoning Resolution of City of New York, as amended. The Property is located in a C2-8A Zoning District. The Use Groups allowed are Use Groups 2 (Residential) and 6 (Commercial – retail and offices). See the section of the Plan titled, "The Commercial Unit," for a discussion of the Commercial Unit Owner's right to change the use of the Commercial Unit. In the event that a permanent Certificate of Occupancy for a Residential Unit has not yet been obtained by such Unit closing, Sponsor is subsequently obligated to obtain same. However, Sponsor shall not be obligated to perform any work in the Commercial Unit other than as set forth in the Plan. Please consult the section of the Plan titled "Rights and Obligations of Sponsor" for further discussion.

For further details, please see the "Description of Property and Building Specifications" located in Part II of the Plan.

LOCATION AND AREA INFORMATION

Location and Surrounding Area:

The property is located on the southerly side of East 23rd Street between Third Avenue to the east and Lexington Avenue to the west, in the Mid-Town South section of Manhattan.

The Mid-Town South area provides a wide choice of cultural activities, with ready access to shopping of all kinds, recreational facilities, medical services and transportation. The neighboring areas of Midtown, Chelsea, Murray Hill, Noho, Soho, Greenwich Village, Tribeca and Downtown provide a wide choice of cultural activities. Retail and discount shopping is extensive in Southern Tribeca, Chinatown, the Lower East Side and Downtown, including the South Street Seaport. Soho and Tribeca have many restaurants and art galleries.

New York City is the nation's principal financial center. It is the home of the New York Stock Exchange, the American Stock Exchange and the National Over-the-Counter Stock Market. Manhattan is the corporate headquarters for a number of the largest banks. Many of the country's "Fortune 500" industrial corporations have their headquarters in Manhattan as well as major law and accounting firms. Manhattan is also recognized as the national center of the advertising, communications, broadcasting, publishing and fashion industries.

Transportation:

The Property is located several blocks west of the FDR Drive, which is a main arterial route for Manhattan to all points North and to lower Manhattan. The nearest entrance to the FDR Drive is at the east end of 23rd Street. Three major airports located within fifteen miles of the Condominium service New York City. Kennedy International and LaGuardia Airports are located in New York City and Newark International is located in Newark, New Jersey.

Public transportation is this area is excellent. The Property is within walking distance of, among other attractions, Madison Square Garden, the Empire State Building and the New York Public Library.

Subways:

The nearest subway stations are located at 1 Madison Avenue (Entrance on East 23rd Street Downtown Only) and 23rd Street/Park Avenue South at NE Corner (Uptown Only), subway lines 4 and 6. The R, N, and W subway lines located on 23rd Street and Broadway.

Bus Lines:

The M-15 bus located on East 23rd Street, runs local and limited-stop, running northbound and softbound along First Avenue and Second Avenue, and the M-101 and M-102 bus lines run northbound and softbound along Third Avenue and Lexington Avenue.

Places of Interest:

There are numerous points of interest in the vicinity of the Condominium. Among the most popular are the following:

Central Park	–	Fifth Avenue at West 59th Street and is a National Historic Landmark.
Rockefeller Center	–	West 48th to 51st Streets between Fifth Avenue and Sixth Avenue, which comprises the RCA Building, Channel Gardens, Rockefeller Plaza, Observation Roof and Radio City Music Hall.
United Nations Plaza	–	First Avenue between East 42nd and East 48th Street, which is the headquarters of the United Nations.
Gramercy Park	–	Between East 15th Street and East 17th Street on Second Avenue, New York, NY.
Union Square Park	–	Between East 17th Street and East 14th Street between Broadway and Park Avenue, New York, NY
The New York City Theatre District	–	Located crosstown in the West 40's and 50's.

Museums:

Sports Museum Event Management	–	113 Broadway, New York, NY
Museum - Natural History Mgzn	–	36 West 25th Street, #5, New York, NY
Ukrainian Museum	–	222 East 6th Street, between 2nd and 3rd Avenue, New York, NY
Museum of Jewish Heritage	–	18 1st Avenue, New York, NY
Forbes Galleries	–	62 5th Avenue at East 12th Street, New York, NY

Schools and Religious Facilities:

Schools and houses of worship are located in close proximity. Public Schools include:

High School:

Norman Thomas High School	–	111 East 33rd Street, New York, NY
Manhattan Computer Night and Day High	–	240 2nd Avenue, New York, NY
Health Professions and Human Services High School	–	345 East 15th Street, New York, NY
School – Physical City High School	–	555 East 25th Street, New York, NY
Art and Design High School	–	1075 2nd Avenue, New York, NY
Liberty High School Academy Newcomers	–	250 West 18th Street, New York, NY

Junior High School:

Junior High School 104 Simon Baruch	–	330 East 21st Street, New York, NY
Junior High School 45 JC Roberts J.H.S.	–	2351 1st Avenue, New York, NY
Junior High School 167 Robert F. Wagner School	–	220 East 76th Street, New York, NY

Elementary:

PS 40 Augustus Street Gardens	–	319 East 19th Street, New York, NY
Learning Spring Elementary School	–	54 West 29th Street, New York, NY
Beth Jacob Elementary School	–	142 Broome Street, New York, NY
Downtown Little School	–	15 Dutch Street, New York, NY
P.S. 130 Hernando DeSoto School	–	143 Baxter Street, New York, NY

Private Schools:

The Epiphany School (co-ed)	–	234 East 22nd Street, New York, NY

Stuyvesant Private School	–	118 East 19th Street, New York, NY
Grace Church School	–	86 4th Avenue, New York, NY
Xavier High School	–	30 West 16th Street, New York, NY
Nazareth Nursery School	–	214 West 15th Street, New York, NY
St. George Elementary School	–	215 East 6th Street, New York, NY
Friends Seminary University	–	222 East 16th Street, New York, NY
Columbia University	–	2960 Broadway, New York, NY
New York University	–	721 Broadway, New York, NY
Baruch College City University	–	135 East 22nd Street, New York, NY
Pace University	–	1 Pace Plaza, New York, NY

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

Nearby places of worship include:

Middle Collegiate Church	–	2nd Avenue at 7th Street, New York, NY
Grace Church	–	802 Broadway, New York, NY
Cathedral of St. Sara	–	20 West 26th Street, New York, NY
Remnant Presbyterian Church	–	206 East 29th Street, New York, NY
Greek Orthodox Church	–	143 East 17th Street, New York, NY

Postal Offices and Public Libraries:

The zip code for the Property is 10010, Postal Office is located at Madison Square Station, located at 149 East 23rd Street, between 3rd Avenue and Lexington Avenue. The nearest public library branch is the Epiphany, located at 228 East 23rd Street, between 2nd Avenue and 3rd Avenue.

Medical:

Veterans's Adm. Hospital	–	East 23rd Street on First Avenue, New York,

NY

NYU Medical Center	–	East 27th Street, New York, NY
Bellevue Hospital	–	East 27th Street on First Avenue, New York, NY

Municipal Services:

Police, fire protection, water, sanitation, snow's removal and street maintenance services are provided by the City of New York and all charges are incorporated into the City tax. Commercial garbage removal must be obtained and paid for privately by the Commercial Unit Owner.

The Property is located in the 13th Precinct, located at 230 East 21st Street. The nearest fire house is Engine Co. 16, Ladder 7, located at 234 East 29th Street.

Zoning:

The Property is located in a C2-8A Zoning District, which permits residential occupancies of the type contemplated by this Plan. Additionally, in the case of the commercial space, the zoning district permits the uses contemplated under the Plan, including, but not limited to, retail and restaurant enterprises for the Commercial Unit.

Neither the Sponsor nor its principals have at this time any right or opportunity to acquire and develop in whole or in part any adjacent property or any property within one (1) block of the Building. Additionally, to the best of Sponsor's knowledge, Sponsor is not aware of any development projects that have been publicly announced that will be adjacent to or directly across the street from the Building. Any change in this information that occurs while sales are continuing will be disclosed in an amendment to the Offering Plan within thirty (30) days after the information becomes known directly to Sponsor.

"150 EAST 23RD ST. CONDOMINIUM"

150 EAST 23RD STREET

NEW YORK, NEW YORK

SCHEDULE A

Offering Prices and Related Information

All Projected Charges are for the Twelve Month Period

Commencing January 1, 2019 and Ending December 31, 2019 ("First Year").

Unit *	Unit Description: Number of Bedrooms & Baths, Etc.	Approximate Gross Square Footage of Unit	Approx. Sq. Ft. of Balconies and/or Terrace(s)	Offering Price	% of Common Interest	Contributing Share %	Estimated Annual/ Common Charges (First Year)	Estimated Monthly Charges	Estimated Annual/ Real Est Taxes (First Year)	Estimated Monthly Taxes	Estimated Annual/ Real Est Upon Comp (July 1,	Estimated Monthly Taxes 100% letion 2019)	Estimated Annual/ Carrying Charges (First Year)	Estimated Monthly Charges	Estimated Annual/ Deductible Carrying Charges (First Year)	Estimated Monthly Deductible Charges
(1)	(2)	(3)		(4)	(5)	(6)	(7)		(8)		(9)		(10)		(11)	
2A	2BD/2.5	1,342	N/A	$2,200,000.00	1.7239%	1.8636%	$21,070.70	$1,755.89	$16,162.78	$1,346.90	$28,833.92	$2,402.83	$37,233.48	$3,102.79	$10,000.00	$833.33
3A	1 BD/1	692	N/A	$1,110,000.00	0.8833%	0.9549%	$10,795.53	$899.71	$8,281.73	$690.14	$14,774.37	$1,231.20	$19,078.26	$1,589.86	$8,281.73	$690.14
4A	1 BD/1	702	N/A	$1,125,000.00	0.8959%	0.9685%	$10,950.30	$912.52	$8,399.68	$699.97	$14,984.79	$1,248.73	$19,349.98	$1,612.50	$8,399.68	$699.97
5A	1 BD/1	702	N/A	$1,145,000.00	0.9004%	0.9734%	$11,005.70	$917.14	$8,442.18	$703.52	$15,060.60	$1,255.05	$19,447.88	$1,620.66	$8,442.18	$703.52
6A	1 BD/1	702	N/A	$1,165,000.00	0.9050%	0.9784%	$11,062.23	$921.85	$8,485.55	$707.13	$15,137.96	$1,261.50	$19,547.78	$1,628.98	$8,485.55	$707.13
7A	1 BD/1	702	N/A	$1,185,000.00	0.9096%	0.9833%	$11,117.63	$926.47	$8,528.04	$710.67	$15,213.77	$1,267.81	$19,645.68	$1,637.14	$8,528.04	$710.67
8A	1 BD/1	702	N/A	$1,205,000.00	0.9141%	0.9882%	$11,173.03	$931.09	$8,570.54	$714.21	$15,289.59	$1,274.13	$19,743.57	$1,645.30	$8,570.54	$714.21
9A	1 BD/1	702	N/A	$1,225,000.00	0.9187%	0.9932%	$11,229.57	$935.80	$8,613.90	$717.83	$15,366.95	$1,280.58	$19,843.47	$1,653.62	$8,613.90	$717.83
10A	1 BD/1	702	N/A	$1,245,000.00	0.9233%	0.9981%	$11,284.97	$940.41	$8,656.40	$721.37	$15,442.76	$1,286.90	$19,941.37	$1,661.78	$8,656.40	$721.37
11A	2BD/2.5	1,320	N/A	$2,450,000.00	1.7609%	1.9037%	$21,524.09	$1,793.67	$16,510.56	$1,375.88	$29,454.35	$2,454.53	$38,034.65	$3,169.55	$10,000.00	$833.33
12A	2BD/2.5	1,359	N/A	$2,475,000.00	1.8022%	1.9483%	$22,028.36	$1,835.70	$16,897.37	$1,408.11	$30,144.41	$2,512.03	$38,925.73	$3,243.81	$10,000.00	$833.33
14A	2BD/2.5	1,385	N/A	$2,500,000.00	1.8315%	1.9800%	$22,385.77	$1,865.56	$17,172.30	$1,431.03	$30,634.88	$2,552.91	$39,559.07	$3,296.59	$10,000.00	$833.33
15A	3BD/3.5/T	2,209	743	$5,500,000.00	3.4358%	3.7144%	$41,995.68	$3,499.72	$32,214.55	$2,684.55	$57,469.79	$4,789.15	$74,211.22	$6,184.27	$10,000.00	$833.33
16A	3BD/2.5/DP/T	2,371	275	$5,100,000.00	3.3854%	3.6598%	$41,379.35	$3,448.28	$31,741.01	$2,645.08	$56,625.01	$4,718.75	$73,120.35	$6,093.36	$10,000.00	$833.33
17A	3BD/3/DP/T	2,432	162	$5,150,000.00	3.4266%	3.7044%	$41,883.61	$3,490.30	$32,127.82	$2,677.32	$57,315.07	$4,776.26	$74,011.43	$6,167.62	$10,000.00	$833.33
PHA	3BD/3.5/T/F	2,382	259	$5,950,000.00	3.5859%	3.8767%	$43,831.71	$3,652.64	$33,622.15	$2,801.85	$59,980.92	$4,998.41	$77,453.87	$6,454.49	$10,000.00	$833.33
2B	1BD/1.5	820	N/A	$1,400,000.00	1.0661%	1.1525%	$13,030.68	$1,085.89	$9,995.49	$832.96	$17,831.66	$1,485.97	$23,026.18	$1,918.85	$9,995.49	$832.96
3B	1 BD/1	646	N/A	$1,075,000.00	0.8335%	0.9010%	$10,187.11	$848.93	$7,814.26	$651.19	$13,940.42	$1,161.70	$18,001.38	$1,500.11	$7,814.26	$651.19
4B	1 BD/1	646	N/A	$1,095,000.00	0.8380%	0.9060%	$10,243.64	$853.64	$7,857.63	$654.80	$14,017.78	$1,168.15	$18,101.27	$1,508.44	$7,857.63	$654.80
5B	1 BD/1	646	N/A	$1,115,000.00	0.8426%	0.9109%	$10,299.05	$858.25	$7,900.13	$658.34	$14,093.59	$1,174.47	$18,199.17	$1,516.60	$7,900.13	$658.34
6B	2BD/2	921	N/A	$1,795,000.00	1.2482%	1.3494%	$15,256.92	$1,271.41	$11,703.18	$975.27	$20,878.13	$1,739.84	$26,960.11	$2,246.68	$10,000.00	$833.33
7B	2BD/2	916	N/A	$1,820,000.00	1.2494%	1.3507%	$15,271.62	$1,272.64	$11,714.46	$976.20	$20,898.25	$1,741.52	$26,986.08	$2,248.84	$10,000.00	$833.33
8B	2BD/2	908	N/A	$1,845,000.00	1.2478%	1.3490%	$15,252.40	$1,271.03	$11,699.72	$974.98	$20,871.94	$1,739.33	$26,952.12	$2,246.01	$10,000.00	$833.33
9B	2BD/2	910	N/A	$1,870,000.00	1.2553%	1.3571%	$15,343.98	$1,278.67	$11,769.97	$980.83	$20,997.27	$1,749.77	$27,113.95	$2,259.50	$10,000.00	$833.33
10B	2BD/2	902	N/A	$1,895,000.00	1.2538%	1.3554%	$15,324.76	$1,277.06	$11,755.22	$979.60	$20,970.97	$1,747.58	$27,079.98	$2,256.67	$10,000.00	$833.33
11B	3BD/3	1,571	N/A	$3,145,000.00	2.1481%	2.3223%	$26,256.97	$2,188.08	$20,141.03	$1,678.42	$35,931.00	$2,994.25	$46,398.00	$3,866.50	$10,000.00	$833.33
12B	3BD/3	1,510	N/A	$3,175,000.00	2.0995%	2.2697%	$25,662.25	$2,138.52	$19,684.84	$1,640.40	$35,117.16	$2,926.43	$45,347.09	$3,778.92	$10,000.00	$833.33
14B	2BD/2	1,454	N/A	$2,750,000.00	1.9514%	2.1097%	$23,853.22	$1,987.77	$18,297.17	$1,524.76	$32,641.62	$2,720.13	$42,150.39	$3,512.53	$10,000.00	$833.33
16B	3BD/2.5/T	2,008	170	$4,250,000.00	2.8369%	3.0670%	$34,676.88	$2,889.74	$26,599.72	$2,216.64	$47,453.11	$3,954.43	$61,276.61	$5,106.38	$10,000.00	$833.33
17B	2BD2.5/B	1,427	138	$3,100,000.00	2.0382%	2.2035%	$24,913.76	$2,076.15	$19,110.69	$1,592.56	$34,092.90	$2,841.08	$44,024.45	$3,668.70	$10,000.00	$833.33
PHB	3BD/3.5/T/F	2,653	394	$6,650,000.00	4.0232%	4.3495%	$49,177.40	$4,098.12	$37,722.69	$3,143.56	$67,296.16	$5,608.01	$86,900.10	$7,241.67	$10,000.00	$833.33
3C	3BD/3	1,619	N/A	$2,975,000.00	2.1530%	2.3276%	$26,316.89	$2,193.07	$20,187.00	$1,682.25	$36,013.00	$3,001.08	$46,503.89	$3,875.32	$10,000.00	$833.33
4C	3BD/3	1,619	N/A	$3,025,000.00	2.1644%	2.3399%	$26,455.96	$2,204.66	$20,293.67	$1,691.14	$36,203.31	$3,016.94	$46,749.63	$3,895.80	$10,000.00	$833.33
5C	3BD/3	1,638	N/A	$3,075,000.00	2.1931%	2.3708%	$26,805.33	$2,233.78	$20,561.66	$1,713.47	$36,681.40	$3,056.78	$47,367.00	$3,947.25	$10,000.00	$833.33
6C	2BD/2	1,357	N/A	$2,405,000.00	1.7843%	1.9290%	$21,810.14	$1,817.51	$16,729.99	$1,394.17	$29,845.80	$2,487.15	$38,540.13	$3,211.68	$10,000.00	$833.33
7C	2BD/2	1,347	N/A	$2,425,000.00	1.7798%	1.9241%	$21,754.74	$1,812.90	$16,687.49	$1,390.62	$29,769.98	$2,480.83	$38,442.23	$3,203.52	$10,000.00	$833.33
8C	2BD/2	1,333	N/A	$2,450,000.00	1.7728%	1.9165%	$21,668.81	$1,805.73	$16,621.57	$1,385.13	$29,652.39	$2,471.03	$38,290.39	$3,190.87	$10,000.00	$833.33

See Legend at Bottom of Schedule.

9C	2BD/2	1,310	N/A	$2,475,000.00	1.7576%	1.9001%	$21,483.39	$1,790.28	$16,479.34	$1,373.28	$29,398.65	$2,449.89	$37,962.72	$3,163.56	$10,000.00	$833.33
10C	2BD/2	1,296	N/A	$2,500,000.00	1.7505%	1.8925%	$21,397.46	$1,783.12	$16,413.43	$1,367.79	$29,281.06	$2,440.09	$37,810.88	$3,150.91	$10,000.00	$833.33
11C	2BD/2.5	1,302	N/A	$2,650,000.00	1.7903%	1.9354%	$21,882.50	$1,823.54	$16,785.49	$1,398.79	$29,944.82	$2,495.40	$38,668.00	$3,222.33	$10,000.00	$833.33
12C	2BD/2.5	1,302	N/A	$2,675,000.00	1.7960%	1.9416%	$21,952.60	$1,829.38	$16,839.26	$1,403.27	$30,040.75	$2,503.40	$38,791.87	$3,232.66	$10,000.00	$833.33
14C	2BD/2.5	1,302	N/A	$2,750,000.00	1.8131%	1.9601%	$22,161.77	$1,846.81	$16,999.71	$1,416.64	$30,326.98	$2,527.25	$39,161.48	$3,263.46	$10,000.00	$833.33
PHC	3BD/3.5/DP/T/F	2,722	935	$8,150,000.00	4.5516%	4.9209%	$55,637.91	$4,636.49	$42,678.38	$3,556.53	$76,136.95	$6,344.75	$98,316.28	$8,193.02	$10,000.00	$833.33
3D	2BD/2.5/T	1,302	350	$2,675,000.00	1.8756%	2.0277%	$22,926.09	$1,910.51	$17,586.00	$1,465.50	$31,372.90	$2,614.41	$40,512.09	$3,376.01	$10,000.00	$833.33
4D	2BD/2.5	1,302	N/A	$2,350,000.00	1.7217%	1.8613%	$21,044.70	$1,753.72	$16,142.83	$1,345.24	$28,798.33	$2,399.86	$37,187.53	$3,098.96	$10,000.00	$833.33
5D	2BD/2.5	1,302	N/A	$2,375,000.00	1.7274%	1.8675%	$21,114.80	$1,759.57	$16,196.60	$1,349.72	$28,894.26	$2,407.85	$37,311.40	$3,109.28	$10,000.00	$833.33
6D	2BD/2.5	1,302	N/A	$2,400,000.00	1.7331%	1.8737%	$21,184.90	$1,765.41	$16,250.38	$1,354.20	$28,990.19	$2,415.85	$37,435.27	$3,119.61	$10,000.00	$833.33
7D	2BD/2.5	1,302	N/A	$2,425,000.00	1.7389%	1.8798%	$21,253.86	$1,771.16	$16,303.28	$1,358.61	$29,084.57	$2,423.71	$37,557.14	$3,129.76	$10,000.00	$833.33
8D	2BD/2.5	1,302	N/A	$2,450,000.00	1.7446%	1.8860%	$21,323.96	$1,777.00	$16,357.05	$1,363.09	$29,180.49	$2,431.71	$37,681.02	$3,140.08	$10,000.00	$833.33
9D	2BD/2.5	1,302	N/A	$2,500,000.00	1.7560%	1.8984%	$21,464.16	$1,788.68	$16,464.60	$1,372.05	$29,372.35	$2,447.70	$37,928.76	$3,160.73	$10,000.00	$833.33
10D	2BD/2.5	1,302	N/A	$2,525,000.00	1.7617%	1.9045%	$21,533.13	$1,794.43	$16,517.50	$1,376.46	$29,466.73	$2,455.56	$38,050.63	$3,170.89	$10,000.00	$833.33
Residential Units																
Totals:	51	66907	3426	$134,965,000.00	92.50%	100.00%	$1,130,645.00	$94,220.42	$867,288.00	$72,274.00	$1,547,216.00	$128,934.67	$1,997,933.00	$166,494.42	$491,545.55	$40,962.13
C	-	7210		Not Offered	7.50%	NA	$50,628.00	$4,219.00	NA	NA	NA	NA	NA	NA	NA	NA
		Includes CS														
Grand																
Totals:		74117	3426	$134,965,000.00	100.00%	100.00%	$1,181,273.00	$98,439.42	$867,288.00	$72,274.00	$1,547,216.00	$128,934.67	$1,997,933.00	$166,494.42	$491,545.55	$40,962.13
		Includes CS														
C denotes Commercial Unit.						PH denotes Penthouse Unit.			T denotes private terrace(s).							
CS denotes Cellar Storage which is part of the Commercial Unit.						BD denotes Bedroom(s).			F denotes Fireplace.							
DP denotes Duplex Unit.						B denotes private Balcony.			NA denotes Not Applicable.							
* There is no designated 13th floor in the Building. Unit 16A is duplexed down to the 15th floor of the Building, Unit 17A is duplexed up to the 18th floor of the Building and PHC is duplexed up to the roof of the Building.																

NOTES TO SCHEDULE A

Offering Prices and Related Information

1. Set forth in column numbered (1), titled "Unit," is the Unit's designation in the Building and the Offering Plan.

2. Set forth in column numbered (2), titled "Unit Description: Number of Bedrooms & Baths, etc." is a description of the Unit's layout, including the number of bedrooms and baths. Also set forth is whether a Unit has a private roof terrace. The number of rooms in each bedroom type Unit is set forth below and is not calculated on the basis of any industry standard. However, the term "zoning room count" previously defined by the Zoning Resolution of the City of New York as amended, was used to determine the number of rooms.

Bedroom Type	Rooms
One Bedroom	3.5
Two Bedroom	4.5
Three Bedroom	5.5

Some of the Residential Units have the exclusive use of private roof terrace areas which are adjacent to and directly accessed from those Units. There are common or public roof terraces located at the second floor and main roof of the Building for the exclusive use of all of the Residential Unit Owners.

Please see the Floor layouts of the Units set forth in Part II of the offering for more information regarding Unit Layouts.

3. The approximate Square Footage of a Unit set forth in column numbered (3) of Schedule A, is a gross square footage of the Unit, which is obtained by measuring the floor area of the Unit on one or more floors horizontally from the exterior side of the exterior walls or windows (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 and other mechanical equipment spaces or any Common Elements not within a Unit. Each Unit consists of the area measured vertically on each floor of the Building, if applicable, from the top of the concrete floor slab below to the upperside of the sheetrock ceiling above, or if there is no sheetrock ceiling, the underside of the finished ceiling above. The gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. Outdoor floor areas of terraces appurtenant to a Unit are not included in the Unit's floor areas. As is customary in New York City, these gross square footages reflected in Schedule A substantially exceed the useable floor area of each Unit.

Exterior terrace areas are measured from the exterior face of the Unit to the exterior face of the terrace walls.

Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question. Further, please note that the ceiling heights for the Units and/or Common Element as set forth in the "Description of Property and Building Specifications" in Part II of the Offering Plan are approximate and may vary in certain areas due to field conditions at the Property. However, any material change will be set forth in an amendment to the Plan, and no material adverse change will be made in the size, configuration, or layout of a Unit for which a Purchase Agreement has been executed by Purchaser unless the same is dictated by construction conditions at the Property, and in such event, Sponsor will, in the amendment disclosing such change and delivered to Purchasers, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Purchase Agreements and receive a refund of their downpayments, together with all interest earned thereon.

4. The column numbered (4), titled "Offering Price," is the offering price of the Residential Unit to Purchasers and the offering price of the Superintendent's Unit to the Board of Managers on behalf of all of the Residential Unit Owners. Offering Prices for the individual Storage Room Licenses are set forth on Schedules A-1, which is set forth hereinafter.

   Sponsor's right to make changes in offering prices is set forth in the section of the Plan titled "Changes in Prices or Units." Please note that purchase prices are technically negotiable, although Sponsor fully expects to receive those amounts set forth in the column titled "Offering Price."

   In addition to the purchase price, Purchaser will be responsible at closing of title for certain other expenses as explained in the section titled "Unit Closing Costs and Adjustments." Included in these costs is the Purchaser's contribution to the Working Capital Fund in the amount of two (2) months Common Charges for the Unit being purchased at the time of closing, payable to the Board of Managers of the Condominium. While general guidelines to certain expenses of Purchaser are approximated in such section, Sponsor is unable to approximate the total amounts which will be incurred by Purchasers because these will vary according to such factors as the cost and size of a particular Unit, whether mortgage financing is obtained and Purchaser's attorney's fees. Purchasers are advised to consult with their attorney as to the exact closing costs they will incur in purchasing their Unit.

5. As set forth in column numbered (5), the percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of Article 9-B of the Real Property Law of

the State of New York (the "Condominium Act"). The aggregate Common Interest of all Units equal 100%.

6. As set forth in column numbered (6), these amounts reflect (i) each Residential Unit's "percentage share" of the Shared Common Expenses, plus the Residential Common Expenses to be paid by the Residential Units only, allocated to each Residential Unit in the proportion that the Common Interest of each Residential Unit bears to the aggregate Common Interests of all Residential Units; and (ii) the Commercial Unit's "percentage share" of the Shared Common Expenses, plus the Commercial Common Expenses to be paid by the Commercial Unit only. A Residential Unit's or the Commercial Unit Owner's Contributing Share is used to determine his or her share of Common Charges to be paid by either all of the Residential Unit Owners or the Commercial Unit Owner. Each Unit's projected Common Charges for the first year of condominium operation are set forth in column numbered (7).

7. These estimates as set forth in column numbered (7) are based upon the "Projected Budget for the First Year of Condominium Operation," which was prepared for the year commencing January 1, 2019 and which will appear in Schedule B in the Plan, hereinafter referred to as the "First Year." Included in these charges, amongst other costs, are the cost of insurance for the Property, repairs & maintenance for the common areas and electricity for common areas. It does not include the cost of electricity for individual Units, which will be separately metered or submetered and billed by the utility company to each Unit Owner. Projected annual Common Charges payable by each Residential Unit Owner are determined by first multiplying such Residential Unit Owner's Contributing Share by 92.5% of the total Shared Common Expenses of the Condominium and then by multiplying such Unit Owner's Contributing Share by 100% the Residential Common Expenses as set forth in the annual budget for each fiscal year. Projected annual Common Charges payable by the Commercial Unit Owner are determined by first multiplying the Commercial Unit Owner's Contributing Share by 7.5% of the total Shared Common Expenses of the Condominium and then by multiplying such Unit Owner's Contributing Share by 100% of the Commercial Common Expenses as set forth in the annual budget for each fiscal year. As stated above, since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee, the Common Charges set forth in Schedule A for the Commercial Unit only include those items that are Shared Expenses and do not include those items which are Commercial Common Expenses as defined hereinafter. See "Schedule B, Projected Budget for First Year of Condominium Operation" for a further discussion of Shared Expenses and Residential and Commercial Common Expenses. In the event the Plan is amended to offer the Commercial Unit, such amendment shall disclose updated Common Charges for the Commercial Unit.

   In addition to the aforementioned charges, each Unit Owner will be responsible for paying: (i) mortgage payments under any loan or loans obtained to finance the acquisition of his Unit; (ii) the cost of interior repairs to, and the maintenance, painting and decoration of, his Unit, including, without limitation, the equipment and appliances

contained therein; and (iii) the cost of any insurance covering (A) furniture, belongings, equipment and other personal property and (B) liability to others for personal injury or property damage as a result of occurrences in his Unit.

8. The estimates set forth in column numbered (8) are a calculation of real estate taxes due for each Residential Unit for the first year of Condominium operation commencing on January 1, 2019 and ending December 31, 2019 ("First Year"). Therefore, the estimates are based upon six (6) months of the 2018/2019 tax year and six (6) months of the 2019/2020 tax year which commences July 1, 2019. Estimates of real estate taxes due for the Residential Units are based upon (i) the tentative 2018/2019 assessments for the Property as apportioned to all of the Residential Units, (ii) the projected 2019/2020 assessed valuations for the Property as apportioned to all the Residential Units, and (iii) projected tax rates for the 2018/2019 and 2019/2020 tax years. The apportioned and estimated aggregate taxable assessed valuation for all of the Residential Units, and the projected tax rates, have been projected by William K. Block, Esq., 150 Broadway, Suite 703, New York, New York 10038. A copy of Mr. Block's letter is set forth hereinafter in Part I of the Plan.

The aggregate tentative 2018/2019 assessed valuations for the entire Property are as follows:

Actual Total Assessed Valuation:	$ 1,458,066.00
Transitional Total Assessed Valuation:	$ 1,458,066.00

The Actual Total Assessed Valuation is the amount, which barring a major improvement or alteration to the Property, will be phased in over five (5) years at twenty percent (20%) per year. Real estate taxes for the Property will be based upon the lower of either the actual or transitional assessment which is in effect for the First Year of Condominium operation. Since the Property is being newly constructed into "Class A" apartments and commercial space, which construction commenced pursuant to a New Building permit issued on July 29, 2016, it can be expected that the Actual Total Assessed Valuation for the Property will be increased for the 2019/2020 tax year and subsequent tax years due to such construction. It has been assumed by Mr. Block that since completion of construction is not projected until December of 2018 but in any event prior to January 5, 2019, the assessed valuation for tax year 2018/2019 will not reflect the completed structure, as the Department of Finance of the City of New York must consider the status of the site as of January 5, 2018 and January 5, 2019. Therefore, the first tax year reflecting the full 100% valuation of the entire project will be 2019/2020 and real estate taxes for the Residential Units shall increase substantially. See Note 9 below for an additional discussion of the total increase in assessed valuation and real estate taxes for the Property due to the construction to be completed by Sponsor.

As stated above, Sponsor's projection of real estate taxes for all of the Residential Units for the First Year of Condominium operation is based, in part, upon a projection letter by William K. Block, Esq., who has estimated the 2018/2019 and 2019/2020 total actual

assessed valuations and tax rates for the Residential Units assuming completion of the construction of the Building and a 100% valuation of the Property.

The annual Real Estate Taxes payable during tax years 2018/2019 by all of the Residential Units, are therefore projected as follows:

Tentative Actual Assessed Valuation (Residential Units only):	$ 1,458,066.00
Estimated Taxes Payable @ 12.85% Tax Rate:	$ 187,361.00

It is the tentative 2018/2019 Actual Total Assessment of all of the Residential Units upon which real estate taxes for the first six (6) months of the First Year of Condominium Operation have been based.

The annual Real Estate Taxes payable during tax years 2019/2020 by all of the Residential Units, are projected as follows:

Estimated Actual Assessed Valuation (Residential Units only):	$11,920,000.00
Estimated Taxes Payable @ 12.98% Tax Rate:	$ 1,547,216.00

It is the projected 2019/2020 Actual Total Assessment of all of the Residential Units upon which real estate taxes for the second six (6) months of the First Year of Condominium Operation have been based.

Based upon the above assumptions and the projected assessments and tax rates, the aggregate real estate taxes for the Residential Units for the First Year of Condominium Operation are projected to be approximately $867,288.00.

Another assumption is that each Residential Unit will be assessed in direct proportion to each Residential Unit's percentage of Common Interest as it bears to the aggregate percentage of Common Interest of all Residential Units. **No warranties are made that the assessments of the individual Residential Units amongst the Residential Units will be arrived at in a manner stated above. The Department of Finance of the City of New York may arrive at individual Unit assessments (or the apportionment of the entire value of the Property) which are different from those projected by William K. Block, Esq. and may use a methodology which varies from that set forth herein. For example, the City of New York may apportion the total tax due for the Property among the individual Unit Owners in proportion to the relative value of each Unit as indicated by the Offering Prices set forth in the initial Offering Plan or any amendment to the Offering Plan.** In such event, Sponsor makes no representation as to what Purchase Prices the City would use.

There can be no assurance that there will not be a further increase in the assessed valuation of the Units comprising the Property and/or an increase in the tax rates above those projected for tax year 2018/2019, 2019/2020 or subsequent years.

If on the date of the First Unit Closing each of the Units shall not have been separately assessed as an independent tax lot, then until such time as said independent tax assessment shall be made and in effect each Residential Unit Owner and the Commercial Unit Owner, including Sponsor, shall be nonetheless responsible for the cost of their proportionate amount of the aggregate real estate tax for the Property as determined by their percentage of Common Interest, multiplied by the aggregate real estate taxes assessed against the entire Property as apportioned to all the Residential Units or the Commercial Unit, as the case may be.

In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing Sponsor shall place in escrow at such time an amount equal to the unpaid real estate taxes for the shorter period of (i) six months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay the real estate taxes from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid. Such reimbursement shall be per such Unit Owner's percentage of Common Interest.

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

9. Upon 100% completion of the construction by Sponsor which is assumed to be prior to January 5, 2019 for assessment purposes, and the implementation of the post construction actual total assessment of the Property as projected by William K. Block, Esq., the estimated annual/monthly real estate taxes for the period July 1, 2019 to June 30, 2020 for each of the Residential Units is set forth in column numbered 9.

Upon 100% completion, the post construction actual total assessed valuation for all the Residential Units has been projected by Mr. Block as $11,920,000.00. This projected actual total assessed valuation for all of the Residential Units is assumed to be effective as of July 1, 2019. Further, Mr. Block has projected the 2019/2020 tax rate for the Residential Units to be 12.98%.

PLEASE NOTE THAT BASED UPON THE PROJECTED AGGREGATE 2019/2020 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENT FOR ALL OF THE RESIDENTIAL UNITS OF $11,920,000.00 AND A PROJECTED

TAX RATE OF 12.98% FOR THE RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2019/2020 TAX YEAR WOULD BE APPROXIMATELY $1,547,216.00 FOR ALL OF THE RESIDENTIAL UNITS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS, ARE SUBSTANTIAL INCREASE IN THE REAL ESTATE TAX ESTIMATES SET FORTH IN COLUMN NUMBERED (8) FOR EACH OF THE RESIDENTIAL UNITS.

10. The figures in this column numbered (10) equal the sum of the Estimated Annual/Monthly Common Charges (First Year) and the Estimated Annual/Monthly Real Estate Taxes (First Year).

11. The figures in column numbered (11) equal the Estimated Annual/Monthly Real Estate Taxes (First Year). These amounts should change in subsequent years as a result of changes in the assessed valuation of Units, the tax rate or in the method of assessing real property. In the event that any Unit Owner obtains mortgage financing for his Unit the interest paid on such mortgage indebtedness will, in most cases, be deductible for income tax purposes.

    It is the opinion of Sponsor's counsel that a Unit Owner who itemizes his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Internal Revenue Code of 1986, as amended, subject, however, to certain exceptions and limitations that are more particularly set forth in the Section of Part I of the Offering Plan titled "Counsel's Income Tax Opinion Letter." Therefore, to the extent applicable and assuming a Purchaser will deduct real estate taxes for income tax purposes, to the extent the Unit's projected real estate taxes exceed $10,000.00, only the maximum deduction of $10,000.00 is reflected in column numbered (11).

SCHEDULE A-1

OFFERING PRICES OF STORAGE ROOM LICENSES AND LICENSE FEE DURING THE FIRST YEAR OF CONDOMINIUM OPERATION BEGINNING JANUARY 1, 2019

Storage Room #	Floor	Approximate Gross Square Feet	Offering Price	Monthly License Fee*
1	Cellar	26	$ 26,000.00	-0-
2	Cellar	26	$ 26,000.00	-0-
3	Cellar	24	$ 24,000.00	-0-
4	Cellar	20	$ 20,000.00	-0-
5	Cellar	26	$ 26,000.00	-0-
6	Cellar	26	$ 26,000.00	-0-
7	Cellar	26	$ 26,000.00	-0-
8	Cellar	33	$ 33,000.00	-0-
9	Cellar	38	$ 38,000.00	-0-
10	Cellar	26	$ 26,000.00	-0-
11	Cellar	26	$ 26,000.00	-0-
12	Cellar	26	$ 26,000.00	-0-
13	Cellar	26	$ 26,000.00	-0-
14	Cellar	26	$ 26,000.00	-0-
15	Cellar	26	$ 26,000.00	-0-
16	Cellar	26	$ 26,000.00	-0-
17	Cellar	26	$ 26,000.00	-0-
18	Cellar	22	$ 22,000.00	-0-
19	Cellar	26	$ 26,000.00	-0-
20	Cellar	26	$ 26,000.00	-0-
21	Cellar	24	$ 24,000.00	-0-
22	Cellar	26	$ 26,000.00	-0-
23	Cellar	26	$ 26,000.00	-0-
24	Cellar	26	$ 26,000.00	-0-
25	Cellar	26	$ 26,000.00	-0-
26	Cellar	26	$ 26,000.00	-0-
Totals: 26		681	$ $681,000.00	-0-

* See Note 3 of the Notes to Schedule A-1 for the Monthly License Fee of any Storage Room License due for the second year of Condominium Operation and any year thereafter.

NOTES TO SCHEDULE A-1

1. Sponsor is constructing twenty-six (26) Storage Rooms on the cellar level of the Building. The Storage Room areas will be divided with metal mesh partitions. Purchaser should review the Storage Room Floor Plan set forth in Part II of the Offering Plan to determine the location on the cellar level of the Building of each Storage Room. The Square Footages of the Storage Room areas are based upon the Storage Room's floor area and the demising partitions are less than an inch.

2. The Offering Price is the price payable for the right to enter into a Storage Room License Agreement and is referred to from time to time in this Plan as the "Storage Room License Payment." The form of Storage Room License Agreement which each Unit Owner who acquires a Storage Room will be required to execute at Closing is set forth as Exhibit B to the Form Purchase Agreement located in Part II of the Plan. As with the Offering Prices for Units, the Offering Price for the right to enter into a Storage Room License Agreement may be changed on an individual basis. The Storage Room License Payment is deemed additional consideration for the Residential Unit being purchased and will thus be aggregated with the Purchase Price for the Residential Unit for the purpose of computing any applicable transfer taxes. A reservation and a ten percent (10%) or, if applicable, fifty percent (50%) deposit for the right to enter into a Storage Room License Agreement must be made at the time a Purchaser executes a Purchase Agreement for a Residential Unit. For Purchasers who are required to make a ten percent (10%) deposit, an additional five percent (5%) deposit will also be required pursuant to the terms of the form Purchase Agreement set forth in Part II of the Offering Plan.

3. A Storage Room License may only be sold or assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit or (ii) the transfer of a Storage Room License from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Room License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room in question will devolve to the Board of Managers which shall have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Rooms, to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. With regard to Storage Rooms, held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor-designee may assign and/or rent its Storage Rooms, to residents or non-residents in its sole discretion without charge and without the consent of the Board of Managers of the Condominium. However, the Sponsor and/or Sponsor-designee will only sell Storage Room License to a Residential Unit Owner.

Further, pursuant to the terms of the Offering Plan, the Sponsor is also reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses are sold to an individual purchaser. Notwithstanding the above, 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.

4. After the first year of the term of the Storage Room License Agreement, each Unit Owner who enters into a Storage Room License Agreement will be required to pay a monthly Storage Room License Fee to the Board of Managers commencing in the thirteenth (13th) month of the term of the Agreement. The License Fee will be $50.00 per month for the second year of Condominium operation and thereafter may be raised annually thereafter by the Board of Managers in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Rooms.

5. Sponsor's right to make changes in offering prices is set forth in the section of the Plan titled "Changes in Prices or Units." Please note that purchase prices of individual Storage Room Licenses are technically negotiable, although Sponsor fully expects to receive those amounts set forth in the column titled "Offering Price."

6. The term of the Storage Room License Agreement shall commence on date first set forth therein, and shall continue on a month to month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided therein. The License shall automatically terminate in the event that Licensee no longer owns a Residential Unit in the Condominium. In the event the Storage Room License Agreement is terminated, Licensee shall vacate and surrender possession of the Storage Room, broom clean, in the condition as existed prior to the commencement of the Storage Room License Agreement. Any property not removed from the Storage Room at the expiration or other termination of the Storage Room License Agreement shall be considered abandoned and may, at Licensor's option, be retained as Licensor's property or 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 Storage Room License Agreement.

7. Licensee shall indemnify and save harmless the Sponsor, Licensor and Sponsor's or Licensor's officers, employees and agents against and from any and all liability, loss, damage and expense (including, without limitation, attorney fees and expenses) arising from injury to person or property occasioned by the failure of the Licensee to comply with any provision in the Storage Room License Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Storage Room, or by Sponsor or the Licensor, their officers, employees, agents, servants or contractors when acting as agent for the Licensee as provided in the Storage Room License Agreement.

SCHEDULE B

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION BEGINNING JANUARY 1, 2019

	Residential Units (92.5%)	Commercial Unit (7.5%)	Total (100%)
Income:			
Common Charges (1)	$1,130,645.00	$ 50,628.00	$1,181,273.15
Total Income (2)	$1,130,645.00	$ 50,628.00	$1,181,273.15

	Residential Units	Commercial Unit	Total
Expenses (3):			
*Salaries, Including Payroll Taxes and Benefits (4)	$464,862.00	$ 11,700.00	$ 476,562.00
*Gas for Heat, Hot Water and the Common Elements (5a)	$ 14,245.00	$ 1,155.00	$ 15,400.00
Gas for Cooking and Gas Dryers (5b)	$ 7,700.00	N/A	$ 7,700.00
*Superintendent's Unit - Common Charges, Real Estate Taxes & Utility Charges (6)	$ 23,580.10	$ 1,911.90	$ 25,492.00
*Mortgage Indebtedness - Superintendent's Unit (7)	$ 81,612.75	$ 6,617.25	$ 88,230.00
*Electricity for Common Elements (8)	$145,502.50	$ 11,797.50	$ 157,300.00
*Water and Sewer Charges (9a)	$ 38,162.72	$ 3,094.28	$ 41,257.00
Vault Charges (9b)	$ 0.00	$ 0.00	$ 0.00
*Repairs, Maintenance and Supplies for General Common Elements (10a)	$ 9,250.00	$ 750.00	$ 10,000.00
Repairs, Maintenance and Supplies for Residential Limited Common Elements (10b)	$ 10,000.00	N/A	$ 10,000.00
Service Proposals and/or Contracts (other than Elevator Maintenance, Pool/Gym Operation & Maintenance and Window Cleaning & Maintenance) (11a)	$ 60,000.00	N/A	$ 60,000.00
Elevator Maintenance (11b)	$ 24,000.00	N/A	$ 24,000.00
Pool/Gym Operation & Maintenance (11c)	$ 18,100.00	N/A	$ 18,100.00
Window Cleaning & Maintenance (11d)	$ 24,500.00		$ 24,500.00
*Insurance (12)	$ 44,275.13	$ 3,589.87	$ 47,865.00
*Management Fees (13)	$ 49,950.00	$ 4,050.00	$ 54,000.00
*Administrative Expenses (14)	$ 32,375.00	$ 2,625.00	$ 35,000.00
*Major Capital Improvement Replacement Reserve Fund (15)	$ 57,199.00	$ 1,283.00	$ 58,482.00
*Contingency 2.5% of Expenses (16)	$ 25,331.26	$ 2,053.89	$ 27,385.15
Total Expenses	$1,130,645.00	$ 50,628.00	$1,181,273.00

*Shared Expenses[1]

Note: Sponsor represents that in the event that the commencement date of the First Year of condominium operation is delayed more than six (6) months from the budget year projected in the Plan, the Plan will be amended to include a revised projected budget. If such amended projections exceed the projections set forth above by twenty-five percent (25%) or more, each Purchaser shall have the right for fifteen (15) days subsequent to the date of mailing or personal delivery of a copy of such amendment to him to rescind his Purchase Agreement, and, if not otherwise in default, have his deposit refunded. Sponsor has attempted to make accurate estimates. However, due to inflation, changes in the economy and unforeseen factors, it is likely that actual expenditures will differ from estimates set forth herein.

[1]For purposes of this Budget, the projected first year of Condominium operation refers to the twelve-month period beginning as of the First Unit Closing. As of the Offering Date, the Sponsor anticipates that the Initial Closing will take place on or about January 1, 2019. "NA" denotes Not Applicable.

NOTES TO SCHEDULE B

1. Common Charges ($1,181,273.00)

This estimate is based upon the sum of all expenses which are described in Schedule B. Each Unit Owner shall be responsible for paying his, her or its share of the Common Expenses in accordance with its Common Interest or Contributing Share, as the case may be, except as otherwise provided in the footnotes to Schedule B and the By-Laws of the Condominium.

The Common Charges for the Commercial Unit are based, in part, upon the Commercial Unit Owner's payment of 7.5% of the Common Interest multiplied by the projected amount of the Shared Expenses as set forth in Schedule B and 100% of the Commercial Common Expenses to be paid by the Commercial Unit Owner only. Please note that since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee the aggregate Common Charges for the Commercial Unit reflected in Schedule B only include those items that are Shared Expenses and do not include those items which are Commercial Common Expenses as defined in footnote 3 below, for which the Commercial Unit Owner shall be responsible pursuant to the Declaration and By-Laws of the Condominium set forth in Part II. In the event the Plan is amended to offer the Commercial Unit, such amendment shall include updated Common Charges for the Commercial Unit.

The Common Charges for the Residential Units are based, in part, upon each Residential Owner's Contributing Share of 92.5% of the Common Interest multiplied by the projected amount of the Shared Expenses and 100% of the Residential Common Expenses to be paid by the Residential Unit Owners only.

Where a Common Expense, if any, has been allocated amongst the Units other than in accordance with their respective Common Interests or Contributing Share, such special allocations are based upon projected usage by and applicability to a particular Unit Owner or group of Unit Owners in the opinion of the Sponsor or Sponsor's consulting engineer or managing agent. It is the opinion of Sponsor that the Common Charges payable by the Residential Unit Owners will be sufficient to cover expenses fairly attributable to the Residential Units. If the Condominium or the Board of Managers has a reasonable basis to believe that a particular Common Expense or Shared Expense should hereafter be specially allocated or re-allocated either amongst the Residential Unit Owners or between the Residential Unit Owners and the Commercial Unit Owner, the By-Laws of the Condominium provide for the procedure for the resolution of such reallocation. See Article VI, Section 1 and Article XV of the By-Laws in Part II of the Plan.

2. Total Income ($1,181,273.00)

This figure does not include any interest income that may be received by the Board of Managers from investment of the Working Capital Fund to be established at the various Unit Closings. For more information regarding the Working Capital Fund, see the section of the Plan

titled, "Working Capital Fund and Reserve Fund," located in Part I. It is expected that all or part of the Working Capital Fund will be expended during the first or subsequent years of operation. Accordingly, such interest income cannot be determined with exactitude. For this reason, and for the further reason that such income does not reflect normally anticipated income from operations, no interest income has been included in the estimated income for the First Year of Condominium Operation. Further, as stated above, this figure does not include the payment of Commercial Common Expenses.

3. Expenses ($1,181,273.00)

Unless a special allocation is applicable, the Commercial Unit shall bear 7.5% of the Common Expenses which are designated as "Shared Expenses." The Commercial Unit will be separately metered for all consumption of electricity and the Commercial Unit Owner will be solely responsible for the payment of the cost for such electricity. Although initially there will not be separate metering or submetering for gas service to, and water consumption in, the Commercial Unit, when the Commercial Unit is separately metered or submetered for gas consumption related to its heat, hot water and other gas usage and water consumption in the Commercial Unit, the Commercial Unit shall be responsible for the cost thereof. It is anticipated that Sponsor and/or its commercial tenant will install such meters and/or submeters once the Commercial Unit is occupied. The Commercial Unit owner shall only be required to pay for its estimated share of the cost of gas and water consumption in the Commercial Unit as set forth in this Schedule B prior to the time that the Commercial Unit is separately metered and/or submetered for such utilities, and subsequent to such time, the Commercial Unit Owner shall be solely responsible for the actual costs thereof, which shall be Commercial Common Expenses, as measured by such meters and/or submeters. Further, pursuant to the By-Laws of the Condominium, the Commercial Unit Owner is solely responsible for the payment of "Commercial Common Expenses," together with the costs of the utilities described above, which include the cost of snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; repairs, maintenance and replacement of the Commercial Limited Common Elements; and any other expense, which is solely attributable to the Commercial Unit and not a Shared Expense. As stated above, since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee, the aggregate Expenses for the Commercial Unit reflected in Schedule B only include those items that are Shared Expenses and do not include those items which are Commercial Common Expenses, for which the Commercial Unit Owner shall be responsible pursuant to the By-Laws of the Condominium set forth in Part II.

Those expenses set forth in Schedule B which are borne solely by all the Residential Unit Owners are referred to in the Plan as "Residential Common Expenses." Pursuant to the By-Laws of the Condominium, the Residential Common Expenses include all expenses or allocated expenses arising from the employment of one or more employees of the Condominium, other than one (1) superintendent and two (2) porter, including, but not limited to, any other employee, independent contractor and/or vendor of the Condominium employed or retained to provide concierge, doorman and/or security services, if any, who will service all of the Units; residential

garbage collection; vault charges, if any, attributable to the Common Elements, except to the extent they are attributable to a Commercial Unit which has exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for dryers in the Residential Limited Common Elements and gas consumed in the Common Elements; gas consumption for cooking and fireplaces; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the pool and other amenities located at the Building; and any other expense which is not a Shared Expense attributable to the Residential Units only or as provided for in the Plan and/or By-Laws of the Condominium.

4. Salaries, Including Payroll, Taxes and Benefits ($476,562.00)

The figure shown includes wages, workers' compensation, disability insurance, payroll taxes and payroll processing. It also includes pay for five (5) sick days and seven (7) paid holidays and two weeks of vacation for all full-time employees. The Condominium staff will consist of the following employees: One (1) full-time resident superintendent, working forty (40) hours per week; two (2) porters working forty (40) per week each; and three (3) full-time (24/7/365) concierge staff, providing lobby coverage.

	Super	Porter	Concierge
Wages:	$68,040.00	$99,792.00	$189,920.00
Taxes:			
FICA, Medicare – employer share	$ 5,205.00	$ 7,634.00	$14,529.00
SUI (1.4520% on first $8,500)	$ 455.00	$ 910.00	$ 2,276.00
FUTA (0.8% on first $7,000)	$ 42.00	$ 84.00	$ 210.00
MTA Transit Tax (0.34%)	$ 0.00	$ 0.00	$ 0.00
Disability Insurance ($29/person – est.)	$ 125.00	$ 250.00	$ 625.00
Workers' Compensation (estimated)	$ 4,082.00	$ 5,988.00	$11,395.00
Medical Insurance ($750/indiv. FT mo.)	$ 9,000.00	$18,000.00	$36,000.00
Payroll Processing (Estimate)	$ 2,000.00	$ 0.00	$ 0.00
TOTAL	$88,949.00	$132,658.00	$254,955.00

GRAND TOTAL $476,562.00

The cost of Salaries, including payroll taxes and benefits is a Shared Common Expense of all of the Unit Owners but has been specially allocated between all of the Residential Unit Owners and the Commercial Unit Owner based upon the experience of Managing Agent. Based upon such allocation, the Commercial Unit Owner will contribute only to the costs associated with the one (1) superintendent and two (2) porters. Therefore, the total cost for salaries, including payroll, taxes and benefits, is allocated as follows:

Commercial Unit Owner $88,949.00 + 66,329.00 ($132,658.00 ÷ 2 = $66,329.00) = $155,278.00 x 7.5% = $11,645.85, rounded up to $11,700.00 for projection purposes

Residential Unit Owners: $476,562.00 – 11,700.00 = $464,862.00

It is anticipated that such employees will be union employees and will be supervised by the Managing Agent, or in the absence of the Managing Agent, the Board of Managers of the Condominium.

The Concierge Staff shall assist those arriving and departing and provide general concierge duties, including the acceptance of packages and deliveries. The Concierge Staff will supervise all admissions to the lobby, as well as identify and announce all visitors to a specific Residential Unit.

The duties of the resident Superintendent and two (2) Porters include (i) cleaning the sidewalk in front of the residential lobby, including snow removal, cleaning the common hallways, stairs, elevator cabs and common areas, as needed, putting out residential trash for collection, and (ii) checking the daily operation of the common mechanical equipment in the Building. Please note that the Commercial Unit Owner shall be responsible for the cost of removing debris and snow from the sidewalk directly in front of its respective entrances and the Commercial Unit Owner shall also be responsible for the cost of debris and snow removal from the entire sidewalk which is adjacent to its respective Unit. Notwithstanding anything herein to the contrary, the replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, if any, in front of or at the sides of the Building shall be a Residential Common Expense.

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

5a. Gas for Heat, Hot Water and Common Elements ($15,400.00)

Hot water for heat and domestic hot water in the Building shall be provided by gas-fired boilers located at the cellar level in the boiler room. Gas consumption and the cost thereof for heat in all the Residential Units, including any supplemental heat for the public corridors, hot water in the Residential Units and Common Elements and gas consumed in the Common Elements, shall be collectively metered by one or more meters. Gas service shall be provided by the Consolidated Edison Company of New York and shall initially be a Shared Common

Expense of all of the Unit Owners. Gas consumption for heat and hot water in all of the Units will initially include a minimal amount of gas consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. It is anticipated that Sponsor and/or its commercial tenant will install such meters and/or submeters once the Commercial Unit is occupied. Sponsor and/or Sponsor's commercial tenant will be obligated to reimburse the Condominium for these gas costs if there is a time gap between occupancy by a commercial tenant and the installation of a submeter. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of gas consumption in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the Commercial Unit Owner shall be solely responsible for the actual costs thereof, which shall be Commercial Common Expenses, as measured by such meters and/or submeters, and the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements and gas consumed in the Common Elements shall be a Residential Common Expense.

Total cost of gas consumption is based upon projections, dated March 8, 2018, made by Ettinger Engineering Associates, located at 505 Eighth Avenue, New York, New York 10018. A copy of the engineer's calculations are set forth in a letter which is included in Part B of the required Exhibits submitted to the Department of Law of the State of New York with the filed Offering Plan and available for inspection without charge and copying at a reasonable charge to prospective Purchasers and their attorneys at the off-site sales office at all times such office is open or, in the event there is no sales office, at the offices of the Sponsor. The budgeted amount for the First Year of operation of the entire residential portion including public spaces serving the residential condominium is based on estimated total consumption for heating specific areas at the grade level and domestic water of 10,000 therms at an estimated cost of $1.40 per therm gas including sales tax, or an estimated cost of $14,000.00 plus a 10% cost contingency.

It is not possible to predict how closely the budgeted figures will reflect the actual cost of heat and hot water during the First Year of operation of the Condominium, in part because such costs will vary with the level of consumption and the price per therm. The projected unit cost of gas ($1.40 per therm) allows for a reasonable increase in the unit price of gas over the average gas rates in effect as of this writing. Additionally, consumption of gas for heat will be affected by the weather. Consumption of gas for domestic hot water and gas rates will also be affected by occupancy.

5b. Gas for Cooking and Gas Dryers ($7,700.00)

One or more meters shall collectively meter gas consumption for cooking in the Residential Units and gas dryers in the Residential Limited Common Elements. Gas service shall be provided by the Consolidated Edison Company of New York and shall be a Residential Common Expense of the Residential Units only.

The cost of gas consumption is based upon projections, dated March 8, 2018 made by Ettinger Engineering Associates, located at 505 Eighth Avenue, New York, New York 10018.

The gas projections made by the Engineer are based upon a consumption of 5,000 therms at a cost of $1.40 per therm for a total of $7,000.00 plus a 10% cost contingency.

Actual usage and cost will vary widely with tenant habits, maintenance of equipment, and thermostat setting. The figures above are estimates only and are not guaranteed.

6. Superintendent's Unit - Common Charges,
Real Estate Taxes and Utility Charges ($25,361.00)

This item which is a Shared Common Expense of all of the Unit Owners only, consists of the Common Charges, real estate taxes and utility charges (including electric and local telephone calls, which will be provided to the superintendent without charge) attributable to the Superintendent's Unit located on the 2nd floor of the Building and designated as Unit 2B, which will be acquired on or after the First Unit Closing by the Board of Managers of the Condominium on behalf of all of the Unit Owners and occupied by the superintendent. (See Note 7 immediately below for the description of the mortgage payments on the Superintendent's Unit to be paid by the Board of Managers and charged to all of the Unit Owners as a Shared Common Expense.)

Prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit as the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the condominium incurring financing charges on the new purchase price, common charges and real estate taxes, the sum of which exceed the costs of owning Unit 2B as set forth in Schedule B, by more than 25%.

The estimate for electricity is based upon projections, dated December 13, 2017, by Ettinger Engineering Associates, which estimates the annual cost of electricity for the Superintendent's Unit to be approximately $1,804.00 plus a 10% cost contingency. Local telephone costs are estimated at $500.00.

Summary of Annual Costs:

$13,029.00	Common Charges (Estimated and may vary by $500.00 or more)
$ 9,979.02	Real Estate Taxes (First Year)
$ 1,984.00	Electricity
$ 500.00	Local Telephone Charges
$25,492.02	reduced to $25,341.0 for projection purposes.

In the event that the closing of title to the Superintendent's Unit does not take place simultaneously with the First Unit Closing, the Board of Managers will be obligated to pay to Sponsor monthly rent for the use of the Superintendent's Unit. Monthly rental payments consisting of Common Charges, Real Estate Taxes, Utility Charges and Mortgage Indebtedness as set forth in Notes 6 and 7 below will be due and payable from the date of the First Unit Closing to the date of the conveyance of the Superintendent's Unit to the Condominium. The

monthly rental payments, to the extent that they represent principal payments only, will be credited towards the purchase price of the Superintendent's Unit.

7. Mortgage Indebtedness-Superintendent's Unit ($88,230.00)

Contemporaneously with or subsequent to the First Unit Closing, but no later than the extended maturity date of the Sponsor's construction loan, the Board of Managers will purchase the Superintendent's Unit on behalf of all of the Unit Owners for a purchase price of approximately $1,540,000.00, which includes estimated closing costs. Sponsor will itself finance, or arrange for one or more institutional lenders to finance, 100% of this purchase price, plus closing costs described in the section of the Offering Plan titled "Unit Closing Costs and Adjustments" located in Part I, all of which shall be payable by the Board of Managers on behalf of all of the Unit Owners at their sole cost and expense as a Shared Common Expense. For projection purposes, such closing costs are estimated at $140,000.00, which is ten percent (10%) of the Purchase Price of $1,400,000.00. Alternatively, Sponsor may finance any portion of the purchase price and closing costs which any institutional lenders fail to finance. (Sponsor and/or such institutional lender(s) are sometimes hereinafter called the "Lender".) The Condominium Board's indebtedness will be evidenced by one or more promissory notes with Sponsor or, at Sponsor's sole and absolute discretion, a third-party Lender at prevailing rates and terms should Sponsor procure such Lender totaling approximately $1,540,000.00, which represents the current Offering Price of $1,400,000.00 for Unit 2B and $140,000.00 attributable to other closing costs and secured by one or more mortgages on the Superintendent's Unit one or more mortgages on the Unit to secure repayment of the note(s). (The note(s) and mortgage(s) are hereinafter sometimes collectively called the "Mortgage Documents".)

The Mortgage Documents, if held entirely by Sponsor, will provide for consecutive equal monthly payments of approximately $7,352.20 on the first day of each month commencing with the first month after the First Unit Closing, except that, if the Mortgage Documents are not dated on the first day of a month, the first payment will consist of interest only based on the number of remaining days to the end of the month. The regular monthly payments will be applied first to interest and the balance to reduce principal. The aggregate monthly payments for the first year of condominium operation equal $88,226.40, which is rounded to $88,230.00 for projection purposes.

Subject to adjustment due to changes in the mortgage recording tax, realty transfer taxes and the other closing costs described subsequently in the Offering Plan, the Mortgage Documents, if held entirely by Sponsor, will contain terms and conditions including the following:

Amount Financed:	Approximately $1,540,000.00.
Annual Interest Rate:	4%.
Installment Payments:	Consecutive equal monthly payments of interest and principal of approximately $7,352.20 each, which is

	an amount calculated to fully amortize the loan over a period of 30 years with interest at 4% per year.
Maturity Date:	5 years after the First Unit Closing.
Balloon Payment:	$1,392,892.55 (plus any accrued and unpaid interest due 5 years after the First Unit Closing.
Prepayment:	The loan may be prepaid in full or in part (in multiples of $5,000) on the first day of a month, upon giving not less than 10 days' prior written notice of intention to prepay, without premium or penalty, but with interest accrued to the date of prepayment on the amount prepaid.
Security:	First mortgage lien on the Superintendent's Unit.
Restrictions:	The unpaid principal and accrued interest will be immediately due, at the option of Sponsor, in the event that the Unit is sold, transferred or further mortgaged.
Late Charge:	If any installment remains unpaid for more than ten days from its due date, an administrative fee of $25, interest at the rate of 2% per month (but in no event in excess of the maximum rate permitted by law) on such unpaid amounts computed from the due date thereof, together with any attorneys' fees and expenses incurred for the cost of collection.
Escrow:	At the option of Sponsor, the Board of Managers will be required to escrow with Sponsor amounts deemed sufficient by Sponsor to pay the real estate taxes and similar impositions on the Superintendent's Unit at least one month prior to their respective due dates. No interest will be paid on the escrow deposits except as may be required by law.
Grace Period:	10 days after the due date to pay any installments of interest, principal, or other sum under the Mortgage Documents and 15 days after notice for any non-monetary default under the Mortgage Documents.

The Mortgage Documents, if held in whole or in part by an institutional lender, may provide for any interest rate, monthly payment schedule and/or maturity date other than as described above, but such terms will not be materially less favorable to the Board of Managers than those described above. All of the other terms of the Mortgage Documents (such as prepayment rights and penalties, escrow requirements, late charges and restrictions on refinancing) may differ in respects materially less favorable to the Board of Managers than those described above, and will depend on prevailing terms then being offered by the institutional lender on fixed-rate condominium loans.

It is anticipated that, at the maturity date of the Mortgage Documents for the Superintendent's Unit, the Board of Managers will refinance the $1,392,892.55 principal payment that will then be due with a Lender other than Sponsor. However, Sponsor makes no representation that the Board of Managers will be able to refinance or, if refinancing is available, as to the terms or other costs of the same. If the Board of Managers is unwilling or unable to refinance, each Unit Owner will be required to pay his or her pro rata share of the $1,392,892.55 principal payment then due, which pro rata share will be based upon his Percentage Common Interest in the Common Elements or his Contributing Share. Sponsor has not agreed to itself to refinance the Mortgage Documents on their maturity date.

IF THE BOARD OF MANAGERS DEFAULTS UNDER THE MORTGAGE DOCUMENTS, THE HOLDER OF SAME MAY FORECLOSE ON THE SUPERINTENDENT'S UNIT. IN SUCH EVENT, THE BUILDING WILL BE WITHOUT A SUPERINTENDENT'S APARTMENT. ACCORDINGLY, ALTERNATIVE ARRANGEMENTS WILL BE NECESSARY TO SHELTER THE SUPERINTENDENT IN THE BUILDING OR WITHIN SUCH RADIUS OF THE BUILDING AS IS THEN REQUIRED BY LAW.

8. Electricity for the Common Elements ($157,300.00)

The first year electricity projection includes the aggregate cost of electricity supplied to the Common Elements at the Property. Common site electric meters are for the elevators, lighting in public corridors and stairs, mechanical equipment, and miscellaneous common electric power for the Building, including, but not limited to, the amenities of the Property and electricity consumed for the heating and/or air-conditioning of the Common Elements. Electrical Service shall be provided by the Consolidated Edison Company of New York. The cost of electricity for the Common Elements shall be a Shared Common Expense of all of the Unit Owners and shall be paid by the Board of Managers. The cost of such electricity has been estimated as of March 8, 2018, by the office of Ettinger Engineering Associates.

The projections contained herein are based on consumption estimates of 650,000 kilowatt hours per year with the average summer and winter rate of $0.22 per kilowatt hour. The total estimated annual electricity cost for the Residential Common Elements is $143,000.00 plus a 10% cost contingency.

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

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

9a. Water and Sewer Charges ($41,257.00)

All charges for water consumed in both the Units and in the Common Elements, together with all related sewer rents arising therefrom, shall initially be a Shared Common Expense of all of the Unit Owners and shall be paid by the Board of Managers. Water and all related sewer rents initially include a minimal amount of water consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. It is anticipated that Sponsor and/or its commercial tenant will install such meters and/or submeters once the Commercial Unit is occupied. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of water consumption together with all related sewer rents arising therefrom in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of water consumption, together with all related sewer rents arising therefrom in the Residential Units and in the Common Elements, shall be a Residential Common Expense. Once water consumption in the Commercial Unit is separately metered or submetered, the cost of consumption measured, which shall be Commercial Common Expenses, shall thereafter be the sole responsibility of the Commercial Unit Owner.

The cost of water consumption in the Units and in the Common Elements, together with all related sewer rents arising therefrom, has been estimated as of March 8, 2018, by the office of Ettinger Engineering Associates. The amount budgeted for the Residential Units and the Common Elements is based upon projected residential consumption of 380,000 cubic feet of water per year and the current rate of $0.0987 per cubic foot for a total cost of $37,506.00 per year plus a 10% cost contingency.

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

9b. Vault Charges ($0.00)

All license fees and all periodic taxes and charges ("Vault Charges") for street vaults located in the Common Elements of the Building, if any, or other protrusions beyond the lot lines of the Building shall be paid by Board of Managers as a Residential Common Expense. Vault Charges, if any, attributable to a Commercial Unit which has exclusive use of such vault area shall be paid by the Owner of such Commercial Unit. If an allocation of Vault Charges is

necessary to determine those charges allocable to the Residential Units or an individual Commercial Unit, such allocation shall be made on a square footage basis.

Further, any vault charges or similar charges due as of the First Unit Closing shall be an adjustment with the Board of Managers of the Condominium.

Please note however that as of January 1, 1998, the City of New York repealed the local law which provided for annual vault charges. Therefore, no vault charges have been budgeted for the first year of condominium operation. However, in the event that at some time in the future the City of New York reinstates a vault tax or similar charges such vault tax and/or similar charges will be a Common Expense of the Condominium.

10a. Repairs, Maintenance and Supplies for the General Common Elements ($10,000.00)

Based upon the fact that the Building is being newly constructed and that on a square foot basis the General Common Elements represent less than approximately 25% of the Common Elements of the Building. The figure does not include maintenance, repairs and supplies within specific Units, which are the obligation of the Unit Owner, but is designated to cover the cost of maintaining certain General Common Elements only, i.e., interior repairs not within Units, exterior repairs, including walls, windows, doors and locks, and painting of common areas which have been designated as General Common Elements. Each Residential Unit Owner and the Commercial Unit Owner will be responsible for the cost of interior maintenance, repairs, decoration and painting of their respective Units. The Residential Unit Owners shall be responsible for all repairs, maintenance and supplies for the Residential Limited Common Elements and the Residential Unit Limited Common Elements which are the responsibility of the Board of Managers. (See Note 10b below for a further discussion). Other than its contribution as required in Note 15 below, the Commercial Unit Owner shall only be responsible for repairs, maintenance and supplies for the Commercial Limited Common Elements.

Other than as set forth in Note 15 below, no provision has been made to cover the cost of any major capital expenditure. Although no such expenditure is expected because the Building has been newly constructed, each Unit Owner, except for the Commercial Unit Owner with regard to the Residential Limited Common Elements, including, but not limited to, the roofs and passenger elevators of the Building, and the Residential Unit Limited Common Elements, will be obligated to pay his pro rata share of such expenditures in the event that any such expenditures are required. The Commercial Unit Owner will not be obligated to contribute towards any expense related to the Residential Common Elements, including, but not limited to, the roofs and elevators of the Building, and the Residential Unit Limited Common Elements. However, the Commercial Unit Owner shall be responsible for all expenses related to the General Common Elements or the Commercial Limited Common Elements.

10b. Repairs, Maintenance and Supplies for the Residential Limited Common Elements ($10,000.00)

Based upon the fact that the Building is being newly constructed and that on a square foot basis the Residential Limited Common Elements and the Residential Unit Limited Common Elements represent more than approximately 75% of the Common Elements of the Building. The figure does not include maintenance, repairs and supplies within specific Units, which are the obligation of the Unit Owner, but is designated to cover the cost of maintaining certain Residential Limited Common Elements and Residential Unit Limited Common Elements which are the responsibility of the Board of Managers, i.e., interior repairs not within Units, exterior repairs, including walls, windows, doors and locks, and painting of common areas which have been designated as Residential Limited Common Elements or Residential Unit Limited Common Elements.

11a. Service Proposals and/or Contracts (other than Elevator Maintenance, Pool/Gym Operation & Maintenance and Window Cleaning & Maintenance) ($60,000.00)

Amounts indicated below are estimates made by the proposed Managing Agent for the Building based upon their experience of managing similar type buildings. No contracts have been entered into for the services described in this footnote.

Fire Alarm System (including sales tax) Estimate	$	8,000
HVAC Maintenance Contract (including sales tax) Estimate	$	30,000
Pest Control (including sales tax) Estimate	$	2,500
Compactor (including sales tax) Estimate	$	2,000
Landscaping (estimate)	$	6,000
Sprinkler system	$	2,500
Ejector Pump	$	2,000
Standpipe	$	2,000
TV Monitors	$	2,000
Unaccounted for system	$	3,000
Total	$	60,000.00

An estimate for exterminating services in the Commercial Unit has not been projected since it shall be the responsibility and cost of the Owner of the Commercial Unit to arrange for such services in that Unit.

Any air-conditioning equipment, including any piping and/or ductwork related thereto which only services a particular Unit shall be the sole cost and responsibility of the individual Unit Owner. This responsibility includes all maintenance, repair and/or replacement of such equipment, piping and/or ductwork and any permits or code compliance required by any applicable law.

Garbage disposal - garbage collection and disposal for the Residential Units shall be by the Department of Sanitation for the City of New York. An estimate for garbage disposal for the Commercial Unit has not been projected since it shall be the responsibility and cost of the Owner of the Commercial Unit to arrange for private carting of garbage collected from that Unit.

Sponsor has reserved the right, prior to the First Unit Closing, to enter into other service contracts which will be binding on the Board of Managers, provided that such contracts do not materially increase the estimated Common Charges for the first year of Condominium Operation nor bind the Board of Managers for a period of more than three years from the date of the First Unit Closing, unless it is customary for such type of contract to be more than three years.

11b. Elevator Maintenance ($24,000.00)

The two (2) passenger elevators in the Building which service all of the Residential Units are Residential Limited Common Elements for the exclusive use of all the Residential Unit Owners. Therefore, the cost of any repairs, maintenance and/or replacement of the passenger elevators and service elevator shall be the sole responsibility of the Residential Unit Owners as a Residential Common Expense.

The amount indicated below is an estimate made by the proposed Managing Agent for the Building based upon its experience of managing similar type buildings.

Elevator Maintenance Contract (including sales tax) Estimate	$ 24,000.00

Sponsor notes that Local Law 10 of 1981 requires an elevator inspection to be made by September 15th of each year by an insurance company, elevator maintenance company, elevator manufacturer or elevator inspection company, and that a report be filed with the Department of Buildings of the City of New York within ten (10) days after delivery of such report to the owner. Failure to comply will result in a civil monetary penalty levied against the owner. Sponsor shall not be responsible for having such inspection or report made unless Sponsor controls the Board of Managers at the time such inspection report is due. Subsequent to Sponsor relinquishing control of the Board of Managers, the Board of Managers on behalf of all the

Residential Unit Owners shall be responsible for obtaining the requisite inspections for the passenger elevator and the cost of such inspections shall be a Residential Common Expense.

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

The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within 30 days with the option of a 90 day extension upon application to the Buildings Department. A building is considered either safe with no further action necessary, or fit, but in a condition that warrants a repair and/or maintenance program. In the latter case, the condition must be corrected during the five-year period between mandatory inspections. As a result of the additional floors, the completed Building will require regular 5-year inspections in accordance with Local Law 11/98. The first inspection will be required five (5) years after the issuance of the first temporary certificate of occupancy for the Building. Thereafter, the Building much be inspected in accordance with NYC Local Law 11/98's five (5) year cycle.

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

11c. Pool/Gym Operation & Maintenance ($18,100.00)

The open-air pool and common outdoor terrace will be located at the roof of the Building and will be attended by a lifeguard during three (3) months of the summer season for 50 hours per week, all subject to the sole discretion of the Board of Managers of the Condominium. The gym/fitness room will also be located at the second floor of the Building. The cost of lifeguard service and maintenance of the pool is based upon a written service and maintenance proposal, dated February 12, 2018, from Recreation & Fitness Management, LLC, located at 67-38 108th Street, Forest Hills, NY 11375, plus a 10% cost contingency.

Sponsor has reserved the right, prior to the First Unit Closing, to enter into other service contracts which will be binding on the Board of Managers, provided that such contracts do not materially increase the estimated Common Charges for the first year of Condominium Operation nor bind the Board of Managers for a period of more than three years from the date of the First Unit Closing, unless it is customary for such type of contract to be more than three years.

11d. Window Cleaning & Maintenance ($24,500.00)

The cost of window cleaning from an aerial lift is based upon a written service and maintenance proposal, dated April 12, 2018, from Big Apple Window Cleaning, which has an address at PO Box 2752, New York, NY 10163.

The cost of the inspection and maintenance of the suspended access equipment used for window cleaning is based upon a written service and maintenance proposal, from Swing Staging, located at 25-20 Borden Avenue, Long Island City, NY 11101.

Window cleaning	$ 13,610.00
Inspection and Maintenance of the Suspended Access Equipment	$ 10,890.00
(including sales tax) Estimate Total	$24,500.00

12. Insurance ($47,865.00)

The following is recommended for the Condominium for the first year of Condominium Operation in a letter, dated January 22, 2018, from DeWitt Stern, Insurance and Risk Advisory, having an office at 420 Lexington Avenue, Suite 2700, New York, New York 10170, based upon quotations from Admiral Indemnity Company, Distinguished Programs, Travelers Casualty and Surety Company and Great American Insurance Company.

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

Property Section:	
Covered Location: **150 East 23rd Street** **New York, NY 10010**	
Building Limit:	$60,000,000
Applicable Deductible	$10,000
Special Form – Agreed Value	Included
Replacement Cost	Included
Terrorism	Included
25% Extended Replacement Cost Endorsement	$15,000,000
Building Limit including 25% Extended Replacement Cost Endorsement	$75,000,000
Estimated Insurable Per Square Footage Replacement Cost (excluding 25% ERC)	$304.34
Personal Property:	$100,000
Applicable Deductible	$10,000

Business Income w/ Extra Expense – 24 Hrs. (Maintenance Fees)	Actual Loss Sustained – 12 Months
Earthquake – Annual Aggregate:	$5,000,000
Applicable Deductible	$25,000
Flood – Annual Aggregate	$5,000,000
Applicable Deductible	$25,000
Back up of Sewers and Drains	Included (Up to the Building Limit)
Applicable Deductible	$10,000
Underground Water Mains:	Included (Up to the Building Limit)
Applicable Deductible	$10,000
Interior Seepage:	Included
Applicable Deductible	$10,000
Building Ordinance or Law:	
Loss of Undamaged Portion of Building	Included
Demolition & Increased Cost of Construction – Blanket Sub-Limit	$5,000,000
Applicable Deductible	$10,000
Boiler and Machinery (Equipment Breakdown):	Included (Up to the Building Limit)
Applicable Deductible	$10,000
General Liability Section:	
Each Occurrence Limit	$1,000,000
General Aggregate Limit (per location)	$2,000,000
Products and Completed Operations	$2,000,000
Personal & Advertising Injury	$1,000,000
Damage to Rented Premises	$100,000
Medical Payments	$5,000
Non-Owned & Hired Automobile	$1,000,000
Employee Benefits Liability (EBL)	$1,000,000
Lead Liability	Included
Crime (Fidelity) Section:	
Employee Dishonesty	$250,000
Depository Forgery	$250,000
Computer Fraud	$250,000
Funds Transfer	$250,000
Managing Agent's Rider	Included
Applicable Deductible	$2,500
Directors and Officers (D&O) Liability Section	
Limit of Liability	$1,000,000
Applicable Deductible	$2,500
Managing Agent's Rider	Included
Umbrella Liability Section	
Occurrence Limit	$200,000,000
General Aggregate Limit	$200,000,000

Premium Summary	
Policies:	**Proposed Program:** **Projected Term: 1/1/2019 – 1/1/2020**
Commercial Package Policy (Includes Property, GL & B&M) (Includes New York Fire Fee)	$42,559.09
Excess Crime (Fidelity) Policy	$195.00
Directors & Officers Liability Policy	$2,500.00
Umbrella Liability Policy	$2,610.00
Total Annual Premium:	**$47,864.09**

As set forth above, the projected annual aggregate premium is $47,864,09 raised to $47,865.00 for projection purposes. Costs for Worker's Compensation coverage and New York State Disability are included in the cost projection for Salaries, Including Payroll Taxes and Benefits. This quotation is an indication of insurance premiums at current market rates. Because conditions may change in the Insurance marketplace, based upon industry losses, catastrophes, economics, etc., it is not possible to predict what premiums will be for the First Year of Condominium operation. Purchasers should be aware of the possibility of rate increases.

The Sponsor represents that it shall initially bind on behalf of the Condominium at the Condominium's expense, to be effective at the First Unit Closing, fire and casualty insurance in the amounts as set forth above. The policy will provide that each Unit Owner will be an additional insured and that there will be no cancellation without notice to the Board of Managers and the Unit Owners. In addition, the policy will contain a waiver of subrogation, a waiver because of the acts of the insured and Unit Owners and will waive a pro rata reduction if additional Unit Owners obtain coverage.

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

The Sponsor will deliver a fire and liability insurance binder or policy to the Board of Managers prior to or at the First Unit Closing. The cost for such binder or policy will be paid by the Board of Managers and shared by all Unit Owners as a portion of the Shared Common Expenses.

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

13. Management Fees ($54,000.00)

Based upon a proposed management agreement with Andrews Building Corporation ("Managing Agent") commencing on the date of the First Unit Closing, at an annual fee of $54,000.00 payable in twelve (12) equal monthly installments of $4,500.00. The management agreement, which is for an initial term of one (1) year, shall continue in force unless sooner terminated pursuant to its terms. Please consult the section of the Plan titled "Management Agreement and Other Contractual Arrangements" for a further discussion and details.

14. Administrative Expenses and Franchise Tax ($35,000.00)

Based on the following itemized projections:

Various Office Supplies, Telephone, Postage and Miscellaneous	$ 15,000.00
Legal Expense	$ 6,000.00
Accounting Expense	$ 8,000.00
Fees, Inspection, Permits and Filings	$ 5,500.00
Franchise Taxes	$ 500.00
	$ 35,000.00

The estimate of Accounting Expenses is based upon a fee quotation of $7,500.00 provided by Michael A. Rozycki, CPA, PLLC, located at 629 Fifth Avenue, Suite 109, Pelham, New York 10803, raised to $8,000.00 for projection purposes.

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

The estimate of legal expenses is based upon 24 hours of consultation with an attorney to be retained by the Board of Managers at an approximate rate of $250.00 per hour. Such consultation would include, but not be limited to, issues raised by the Board of Managers in connection with the operation of the Property. Since no separate counsel has been appointed by Sponsor for the Condominium and as it is expected that each Purchaser shall be represented by an attorney in connection with the purchase of a Unit, it is not anticipated that further legal expense shall be required by the Condominium during the first year of Condominium operation. However, in the event that legal services are required by the Condominium in excess of the first year estimate, then such services would be billed on an hourly rate or monthly retainer rate to be determined and negotiated by the Board of Managers with the attorney to be retained.

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

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

15. Major Capital Improvement Replacement Reserve Fund ($58,482.00)

In order to conform the budget of the Condominium to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae, the Major Capital Improvement Replacement Reserve Fund is established to provide for the periodic maintenance, repair and replacement of the Common Elements as determined by the Condominium Board of Managers. The amount budgeted is typically approximately ten percent (10%) of the Total Expenses not including the two and one-half (2.5%) percent Contingency provided for in Note 16 below; however, such percentage may be lower if justified by a reserve study. The $58,482.00 budgeted for the First Year of Condominium operation is equal to the annual line item amount recommended by Strategic Inspections, LLC, 45 West 34th Street, Suite 1001, New York, New York 10001, Sponsor's consultant that performed a reserve fund study dated April 16, 2018. Sponsor makes no representation that this Reserve Fund will be, or is intended to be, adequate or sufficient to cover periodic maintenance, repair and replacement expenses of the Common Elements for the first or any subsequent year of Condominium operation. If such improvements, periodic maintenance or repairs and/or replacement are needed within that time period it is anticipated that they will be funded from this Reserve Fund together with the other line item expenses as set forth in the budget. If additional funds are required over and above this Reserve Fund, it may be necessary to increase the Common Charges or institute a Special Assessment.

Notwithstanding anything contained in the Offering Plan and provided in the By Laws of the Condominium set forth in Part II of the Plan, the obligation of the Board of Managers to include in the Common Charges a Shared Common Expense known as a Major Capital Improvement Replacement Reserve Fund ("Reserve Contribution"), which shall be equal to ten percent (10%) of the budgeted expenses of the Condominium, subject to Sponsor's right to obtain a reserve fund study that may justify the reduction of the requisite percentage, for the First Year of Condominium Operation commencing January 1, 2019, shall, in any subsequent year be at the sole discretion of the Board of Managers. The Board of Managers reserves the right, in its sole discretion (including without limitation during the time that Sponsor controls the Board of Managers) to use the Reserve Contribution towards any capital expenditures it deems appropriate. However, that portion of the Reserve Contribution contributed by the Commercial Unit Owner can only be used for the repair and replacement of the General Common Elements.

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

16. Contingency 2.5% ($27,385.15)

The contingency provides for possible Expenses not included in the projected budget or possible increases in one or more categories of operating expense beyond the projected amounts, including, but not limited to additional tax liability incurred by the Condominium in the event the Condominium does not qualify for Section 528. This contingency shall be approximately 2.5% of the Expenses, but not including the Major Capital Improvement Replacement Reserve Fund set forth in Note 15 above, for projection purposes. It is not intended to be a reserve for capital improvements. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all Unit Owners. Sponsor has attempted to make accurate estimates. However, due to inflation, changes in the economy and unforeseen factors, it is likely that actual expenditures will differ from estimates set forth herein.

Note: Sponsor represents that in the event that the commencement date of the First Year of condominium operation is delayed more than six (6) months from the budget year projected in the Plan, the Plan will be amended to include a revised projected budget. If such amended projections exceed the projections set forth above by twenty-five percent (25%) or more, each Purchaser shall have the right for fifteen (15) days subsequent to the date of mailing or personal delivery of a copy of such amendment to him to rescind his Purchase Agreement, and, if not otherwise in default, have his deposit refunded. Sponsor has attempted to make accurate estimates. However, due to inflation, changes in the economy and unforeseen factors, it is likely that actual expenditures will differ from estimates set forth herein.

SCHEDULE B-1

Individual Residential Unit Electric Charges:

The cost of individual Residential Unit electric charges has been estimated as of December 13, 2017, as revised on January 12, 2018 and January 24, 2018, by the office of Ettinger Engineering Associates, located at 505 Eighth Avenue, New York, NY 10018. The estimates set forth on the following pages for each Residential Unit are estimates of annual electric energy costs including, but not limited to, fan coils and/or heat pumps and household appliances, general power and lighting. Individual storage rooms which are conveyed as part of a Residential Unit will be either submetered or tied into the separate meter of the Residential Unit conveyed.

The projected costs are not guaranteed and it must be expected that these costs 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 or submetered and will vary based on the personal needs of occupants and weather conditions.

Costs can vary considerably depending upon actual usage, personal habits and maintenance of equipment in efficient operation condition as well as thermostat settings. These figures are not intended to be guaranteed.

The estimated KWHR per year per square foot and annual cost of electricity per square foot utilized by individual apartments are 10.00 KWHR/Sq.Ft/Year and $2.20 per square foot, based on Con Edison rate of $0.22 per KW hour. See the following table set forth on the following page which lists annual costs of electricity for all apartments individually.

Floor	Unit	Unit Type	SF	Total Annual KWH	Total Annual Cost
2ND	2A	2 BRs	1342	13420	2952
2ND	2B	1 BR	820	8200	1804
3RD	3A	1 BR	692	6920	1522
3RD	3B	1 BR	646	6460	1421
3RD	3C	3 BRs	1619	16190	3561
3RD	3D	2 BRs	1302	13020	2864
4TH	4A	1 BR	702	7020	1544
4TH	4B	1 BR	646	6460	1421
4TH	4C	3 BRs	1619	16190	3561
4TH	4D	2 BRs	1302	13020	2864
5TH	5A	1 BR	702	7020	1544
5TH	5B	1 BR	646	6460	1421
5TH	5C	3 BRs	1638	16380	3604
5TH	5D	2 BRs	1302	13020	2864
6TH	6A	1 BR	702	7020	1544
6TH	6B	2 BRs	921	9210	2026
6TH	6C	2 BRs	1357	13570	2985
6TH	6D	2 BRs	1302	13020	2864
7TH	7A	1 BR	702	7020	1544
7TH	7B	2 BRs	916	9160	2015
7TH	7C	2 BRs	1347	13470	2963
7TH	7D	2 BRs	1302	13020	2864
8TH	8A	1 BR	702	7020	1544
8TH	8B	2 BRs	908	9080	1998
8TH	8C	2 BRs	1333	13330	2932
8TH	8D	2 BRs	1302	13020	2864
9TH	9A	1 BR	702	7020	1544
9TH	9B	2 BRs	910	9100	2002
9TH	9C	2 BRs	1310	13100	2882
9TH	9D	2 BRs	1302	13020	2864
10TH	10A	1 BR	702	7020	1544
10TH	10B	2 BRs	902	9020	1984
10TH	10C	2 BRs	1296	12960	2851
10TH	10D	2 BRs	1302	13020	2864
11TH	11A	2 BRs	1320	13200	2904
11TH	11B	3 BRs	1571	15710	3456
11TH	11C	2 BRs	1302	13020	2864
12TH	12A	2 BRs	1359	13590	2990
12TH	12B	3 BRs	1510	15100	3322
12TH	12C	2 BRs	1302	13020	2864
14TH	14A	2 BRs	1385	13850	3047
14TH	14B	2 BRs	1454	14540	3199
14TH	14C	2 BRs	1302	13020	2864
15TH	15A	3 BRs	2209	22090	4860
16TH	16A	3 BRs	2371	23710	5216
16TH	16B	3 BRs	2008	20080	4418
17TH	17A	3 BRs	2432	24320	5350
17TH	17B	2 BRs	1427	14270	3139
18TH	PHA	3 BRs	2382	23820	5240
19TH	PHB	3 BRs	2653	26530	5837
20TH	PHC	3 BRs	2722	27220	5989

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i(1)

The Board of Managers of
"150 East 23rd St. Condominium"
150-154 East 23rd Street
New York, New York 10010

Re: 150 East 23rd St. Condominium
Premises: 150 East 23rd Street
New York, New York 10010

Gentlemen/Mesdames:

This letter is with respect to the Plan of Condominium Organization of the Premises at the above address and the allocation of the Percentage of Common Interest to the respective Units therein.

The Sponsor has used method (iv) contained in Section 339-i(1) of the New York Condominium Act, that is upon floor space, subject to relative value to the other space in the Condominium, the uniqueness of the Unit, the availability of the common elements for exclusive or shared use, and the overall dimensions of the particular Unit.

The allocation of the percentages of Common Interest as set forth in the said "Schedule A" is based on the following: size of Unit, layout of Unit, location of the Unit in the Building and its status as a Residential or Commercial Unit.

In the firm's opinion, within the framework of Real Property Law Section 339-i(1)(iv), this method of determining Common Interest is reasonable and equitable.

Andrews Building Corporation is licensed as a real estate brokerage and management firm in the State of New York. The principals of the firm have been engaged in the real estate brokerage and management business for over thirty (30) years and have been actively associated with the management of over 200 condominium, cooperative and rental buildings.

The firm certifies that it is not owned or controlled by Sponsor and that it has no financial interest in the offering other than its fee for services rendered in connection with the preparation of this letter and the management of the Premises. The firm understands that a copy of this letter is intended to be incorporated into the Offering Plan.

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

Very truly yours,

Andrews Building Corporation

By: _____
Name: Stuart D. Smolar
Title: Senior Vice President

Dated: July 9, 2018

KOSHA PAREKH DIAZ
Notary Public, State of New York
No. 01PA6337236
Qualified In Rockland County
Commission Expires 7/22/2020

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JANE S. JEONG

WRITER'S E-MAIL
jdagostino@dagll.com

July 10, 2018

LKH 23rd, LLC and
154 East 23, LLC
2500 Secaucus Road
North Bergen, NJ 07047

Re: 150 East 23rd St. Condominium
Premises: 150 East 23rd Street
New York, New York 10010
(the "Condominium")

Gentlemen/Mesdames:

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

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on the Schedule A of the Plan and the Declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by Andrews Building Corporation, as set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have no independent investigation of the truth or accuracy of the factual determinations of Andrews Building Corporation.

Based upon our review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in Real Property Law Section ("RPL") 339-(i) (1)(iv), i.e., 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. We note that in calculating the Common Interests, the square footage allocated to the cellar space which is part of the Commercial Unit was discounted and the fact that the Commercial Unit only contributes to the Shared Expenses of the operation of the Property was also considered.

Accordingly, based on the foregoing it is our opinion that Real Property Law Section 339-i (1) has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will the Sponsor, D'Agostino, Levine, Landesman & Lederman, LLP, the Selling Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable law.

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

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan.

Very truly yours,

D'Agostino, Levine, Landesman & Lederman, LLP

D'Agostino, Levine, Landesman & Lederman, LLP

DLL:jb

THE COMMERCIAL UNIT

The Commercial Unit, which consists of space on a portion of the first floor and a portion of the cellar level of the Building, is not being offered for sale at this time and shall be retained by Sponsor or Sponsor's designee. The Commercial Unit may be physically altered and/or subdivided by Sponsor or its designee to accommodate more than one rental tenant. The Sponsor or its designee may at some future date offer the Commercial Unit for sale, but shall amend the Offering Plan prior thereto to reflect such offer (which may be done as a price-change only amendment).

The Commercial Unit may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws. The Commercial Unit Owner shall have the right to change the use of the Commercial Unit without the consent of the Board of Managers and without paying any cost or charge to the Board of Managers. The Building is located within a C2-8A Zoning District. The Use Groups allowed are Use Groups 2 (Residential) and 6 (Commercial). The legal uses proposed will comply with all Zoning requirements, and initially will be as set forth in the approved Department of Buildings' Application. The predominant use of this Building is residential and such use will be located above the first floor. A portion of the cellar and first floor use will be commercial uses. The commercial uses allowed, depending upon whether its cellar or first floor space, are defined by the applicable Use Groups of the Zoning Resolution. Permitted uses of these Use Groups include, but are not limited to, retail uses, eating and drinking establishments, offices and wholesale establishments. The Board of Managers does not have the right to approve or change the use of the Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's Certificate of Occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or the Commercial Unit Owner, as applicable.

The percentage of Common Interest attributable to the Commercial Unit and the resulting Common Charges to be paid by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to such Unit. The Commercial Unit shall be separately metered or submetered for electricity upon the obtaining of the permanent Certificate of Occupancy. Although initially there will not be separate gas service to the Commercial Unit, if the Commercial Unit shall subsequently be separately metered or submetered for gas consumption related to heat, hot water and other gas usage in the Commercial Unit, the cost of consumption measured thereby shall be a Commercial Common Expense of the Commercial Unit Owner only. Further, at the time of the installation of a meter or submeter, the Commercial Unit Owner will no longer be required to contribute its estimated share of the cost of gas for heat or hot water which initially was a Shared Expense. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and the Common Elements shall be a Residential Common Expense only.

Currently, the Commercial Unit is being constructed and there is no executed lease at this time for the Commercial Unit with the Sponsor.

As stated above, the Commercial Unit may be used for any permitted use under the Zoning Resolution of the City of New York, as amended. However, although the Commercial Unit Owner has the right to change the use of the Commercial Unit, any other permitted use of the Commercial Unit must comply with the Certificate of Occupancy for the Building as it currently exists or as amended by Sponsor or Sponsor's designee or a Commercial Unit Owner, and as otherwise required by the Declaration and By-Laws of the Condominium. While Sponsor may lease the Commercial Unit to a tenant, the Commercial Unit may not be occupied unless and until a temporary or permanent Certificate of Occupancy has been procured for the same unless otherwise consented by the Department of Law.

In the event Sponsor, or if applicable, Sponsor-designee or successor-Sponsor as to the Commercial Unit, subdivides or makes material changes to the floor plan of the Commercial Unit, Sponsor, Sponsor-designee or successor-Sponsor as to the Commercial Unit shall disclose such changes in an amendment to the Plan prior to offering the Commercial Unit to the public. Further, Sponsor, Sponsor-designee or successor-Sponsor as to the Commercial Unit shall amend the Declaration and Tax Maps as necessary to reflect such changes. Depending on the nature of the construction work and the needs of any future tenants, said construction work may delay or otherwise impact the procurement of a permanent Certificate of Occupancy for the building.

It should be noted that the right of the Commercial Unit Owner to change the use of the Commercial Unit may result in a greater number of people entering and leaving the first floor and cellar level of the Building, a higher volume of noise, odors, including, but not limited to, odors from any flue or rooftop chimney installed by Sponsor, its designee and/or the Commercial Unit Owner, and/or hours of usage of the Unit and other possible adverse effects on the Building resulting from the use of the Commercial Unit. Accordingly, it is possible that a change of usage could have an adverse impact on other Condominium Unit Owners.

The percentage of Common Interest for the Commercial Unit was allocated pursuant to method (iv) contained in Section 339-i(1) of the New York Condominium Act, which takes into consideration floor space, subject to the relative value to the other space in the Condominium, the uniqueness of the Unit, the availability of the common elements for exclusive or shared use and the overall dimensions of the particular Unit.

With respect to allocation of expenses, other than for the allocation of specific expense items, including but not limited to, (i) electricity which is to be separately metered or submetered for the Commercial Unit and paid for by the Owner or tenant(s) thereof, (ii) gas and water usage which shall initially be metered collectively with a minimal amount of usage and cost allocated to the Commercial Unit until such time that the Commercial Unit is separately metered or submetered, (iii) the exception of the Commercial Unit from the contribution for the expenses related to (a) the employees of the Building other than the superintendent and two (2) porters; and (b) the repair, maintenance or replacement of the Residential Limited Common Elements or the Residential Unit Limited Common Elements, and (iv) the cost of refuse removal which is a separate cost of the Commercial Unit Owner, the Commercial Unit is treated similarly to the

other Units and the common charges payable by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to the Commercial Unit.

The allocation of common charges attributable to the Commercial Unit shall also reflect special exclusive use or availability or exclusive control of particular common areas by either the Commercial Unit Owner or the Residential Unit Owners.

The Commercial Unit Owner shall also have the right to make alterations, additions, improvements or repairs to the Unit, to subdivide the Unit or later combine a subdivided Unit without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers. Additionally, as part of the construction or subsequent to the construction, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto and provided such installation is feasible without any material adverse physical effect on any other Unit, shall have the right to install a flue which will be sized for possible restaurant or commercial grade kitchen use in or on the common areas of the Building and such flue may run from the cellar or first floor level through the main roofs or some other point in the Building where it will terminate in accordance with the NYC Building Code. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have an easement, without charge or limitation, to use said flue for any lawful purpose and in conjunction with the use of the Commercial Unit. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install in the Commercial Unit additional elevators, escalators, staircases and/or other mechanical equipment which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installation will comply with all applicable law, ordinances or building codes and shall not affect the structural integrity of the Building. Further, in the event that the Sponsor, Sponsor's designee and/or the Commercial Unit Owner purchases or leases an adjoining property or properties which is/are adjacent to the Commercial Unit, then, in such event, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right and an easement in, on and over the Common Elements, without charge or limitation and with the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to physically connect the Commercial Unit at any and all levels of the Commercial Unit to the adjoining or neighboring property or properties that have been purchased or leased. Such connection and all such installations will comply with all applicable law, ordinances of building codes and will not affect the structural integrity of the Building.

The Commercial Unit Owner will have a dedicated riser or a portion of another riser from the first floor of the Building to the roof of the elevator bulkhead or other roof bulkhead, where a satellite dish may be located. The riser or portion of another riser and the satellite dish, if any,

will be a Limited Common Element for the exclusive use of the Commercial Unit Owner and/or any tenant or occupant of the Commercial Unit.

Other than as set forth herein regarding the use of the Commercial Unit and/or the rights of the Commercial Unit Owner, the use, improvement and construction of the Commercial Unit shall not have any material adverse impact on the Condominium nor impact the enjoyment or use of any Residential Unit. Further, the right of the Commercial Unit Owner (i) to install a flue in the Building for restaurant or commercial grade kitchen use pursuant to the conditions set forth in the Declaration of the Condominium, and (ii) the Commercial Unit Owner's easement in, on and over the Common Elements to physically connect the Commercial Unit to an adjoining or neighboring property or properties, will not interfere with those portions of the Building necessary for ingress or egress to any Residential Unit, nor impact on the enjoyment of or use of portions of the Common Elements designated specifically for common use, such as the gym/fitness room, lounge, pool, etc.

The Owner of the Commercial Unit, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation, and without the consent of the Board of Managers to install, repair and maintain either within or in the immediate location of the Commercial Unit below the windows at the second floor level and on the sidewalk adjacent to the Commercial Unit's entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes and shall have an easement to use any adjacent sidewalk in connection with its use of the Unit to the extent permitted by law. Additionally, the Owner of the Commercial Unit, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without the consent of the Board of Managers to install, or erect, repair and maintain in the immediate location of the Commercial Unit below the windows at the second floor level, but not to interfere with the entrance of any other Unit, (i) a canopy and/or awning for advertising or identification purposes, and (ii) an automatic teller machine ("ATM") which shall be used in conjunction with the use of the Commercial Unit. Such Unit Owner and any tenant of space in such Unit shall comply with all of the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or its tenant shall obtain and pay for all permits required for such signs, ATM, canopies and/or awnings and/or any necessary renewal fees related thereto.

The Sponsor, designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without consent of the Board of Managers, any Unit Owner or mortgagee thereof, to replace all or any portion of the sidewalks, including, but not limited to, any planting and/or planters located thereon (hereinafter, the "Commercial Sidewalks"), which are directly in front of any portion of the Commercial Unit. However, any replacement of the Commercial Sidewalks must be an installation which is equal to or better than the Commercial Sidewalks as originally set forth in the approved Alteration or New Building Plans for the

Building. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall also have an easement, without charge or limitation, to use the Commercial Sidewalks for any lawful purpose and in conjunction with the use of the Commercial Unit.

A Commercial Unit Owner, its servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the entrances to the Building and through the public staircase in, on, over and across the cellar or other common areas of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including but not limited to, heating, air-conditioning and/or boiler equipment, if any, located in the cellar or at roof level mechanical rooms or boiler room of the Building and which service the Commercial Unit.

At the request of the Sponsor, a Sponsor-designee or the Unit Owner of the Commercial Unit, the Board of Managers will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, repair or subdivision of the Commercial Unit or the operation or use of the Commercial Unit, at which time, the requesting party shall indemnify and hold the Board of Managers of the Condominium and the other Unit Owners harmless from any expense or liability by virtue of the execution of the application of such other documents.

The Condominium shall have a right to access, upon reasonable notice, unless such access is needed in an emergency, in which case no notice is required, to any portion of the Commercial Unit on the first floor or cellar level to service equipment which is necessary for the operation of the residential portion of the Building.

The Commercial Unit shall be responsible for the cost of removing debris and snow from the sidewalks directly in front of its respective entrances and shall also be responsible for the cost of debris and snow removal from the entire sidewalk which is adjacent to the Commercial Unit. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of or at the sides of the Building shall be a Residential Common Expense.

In the event of a dispute between the Sponsor, its designee, the Commercial Unit Owner and the Condominium as to any issue relating to the Commercial Unit, Sponsor, its designee, the Commercial Unit Owner or any tenant of the Commercial Unit Owner and the Condominium, at the sole option of the Sponsor, its designee, the Commercial Unit Owner only, the Board of Manager and the Condominium shall be obligated to arbitrate, on an expedited basis, the dispute pursuant to the provisions of Article XV of the By-Laws of the Condominium. The decision of the arbitrator shall be final and binding. In the event that the Sponsor, its designee or the Commercial Unit Owner elects not to arbitrate, the Sponsor, its designee or the Commercial Unit Owner and the Board of Managers of the Condominium on behalf of all of the Residential Unit Owners may exercise all remedies available to them in equity and at law.

Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have

such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use the Building's common electricity, water and other utility services and facilities with the cost thereof being a Common Expense paid by all Unit Owners as part of their Common Charges; (vi) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, upon reasonable notice to affected Unit Owners, unless such access is needed in an emergency, in which case no notice is required and (vii) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

CHANGES IN PRICES AND UNITS

The offering prices set forth in Schedule A may be decreased or increased only by a duly filed amendment to the Offering Plan when the change of price is an across the board change affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. As set forth in the Notes to Schedules A and A-1, offering prices are negotiable. Accordingly, the Sponsor may enter into a Purchase Agreement with a Purchaser to sell one or more Units and/or Storage Room Licenses at prices less than those set forth in Schedules A and/or A-1, without filing an amendment before entering the Purchase Agreement. As a result of the negotiability of offering prices and the right to change them, certain Purchasers may pay or may have paid more or less than other Purchasers under this Plan for similar Units and/or individual Storage Room Licenses. However, no price change will affect the percentage of Common Interest allocated to a Unit as to which the amount of the offering price was changed nor shall it alter the amount of Common Charges payable by such Unit Owner.

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective Purchasers, or for any other reason, Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units and (b) the size and/or number of Unsold Units, by subdividing one or more separate Unsold Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit, or otherwise, including, without limitation, the use of any portion of the Common Elements adjacent to such Unsold Units to the extent that such portion is not required to be maintained as Common Elements pursuant to the terms of the Declaration and By-Laws. Such right may be exercised by Sponsor from time to time, both before and after the First Unit Closing, without the consent or approval of any Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, any mortgagee or any other party. However, Sponsor will first obtain the approval of all governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof whose approval is required by law. No change will be made by Sponsor in the size or number of Units, their respective percentages of Common Interest, or in the size or quality of Common Elements except by amendment to the Offering Plan and to the Declaration. Unless the affected Purchaser provides a written consent, no material change will be made by Sponsor 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 such Purchaser is not in default.

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

Additionally, and notwithstanding anything herein to the contrary and its effect on the Common Elements, Sponsor has reserved the right to reconfigure, change, combine, relocate and/or modify any/or all of the individual Storage Rooms in its sole discretion in order to sell and/or assign any of the Storage Room Licenses and in order to increase the number of Storage Rooms. Sponsor shall determine the total number of Storage Rooms prior to the issuance of the permanent certificate of occupancy for the Building.

If Sponsor changes the size and/or number of Unsold Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. However, the aggregate amount of the Common Interests of all the Units will always remain at one hundred percent (100%). As a result of such reapportionment, the amount of the Common Charges and the real estate taxes and assessments payable by the owners of the Unsold Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes and assessments payable by the owners of Units unaffected thereby will not vary.

The Plan will be amended to reflect any change in the size of a Unit, number of Units, percentage of Common Interests of Unsold Units or a change in the size or quality of any Common Element. However, the layout and number of rooms in Unsold Units may be changed without prior notice or amendment of this Plan.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls, or otherwise, nor may the Common Interest of any Unit be changed, unless the Declaration is amended and such amendment is fully recorded. The Plan will be amended in the event of any such changes. As more particularly provided in the Declaration, Sponsor or its designee, as the owner of an Unsold Unit, will have the right itself to so amend the Declaration to effectuate such change, without the Condominium Board, the other Unit Owners or any mortgagee consenting to, or executing, such amendment. However, no change of a Unit's Common Interest will be made without obtaining the prior written consent of the owner of such Unit.

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with the Plan, Declaration and/or By-Laws and, in connection therewith, a wall, space or other area forming a part of the Common Elements servicing and benefitting only such Unit is razed or incorporated in the Unit, then such Common Element shall be deemed for the exclusive use and benefit of the owner of such Unit and the Unit's Common Interest will remain unchanged.

The Sponsor also reserves the right to substitute for any of the materials specified in either the Altered Building Plans or New Building Plans, the Description of Property and Building Specifications, or elsewhere in the Plan, materials which are of Equal or Better Quality, meaning comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable, and/or construction procedures which are equal to or of better custom for the industry in which the Property is located as determined by Sponsor's general contractor or architect or engineer, in their sole discretion.. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment described in this Plan and in the architectural plans on file, but, due to unavailability of materials and supplies or for any other reason, Sponsor may substitute materials, fixtures, appliances and equipment which are equal to or of better quality for any of those set forth in the specifications or otherwise in this Plan. Notwithstanding the above, Sponsor remains obligated to construct the premises in accordance with the plans and specifications set forth in this Offering Plan, and Sponsor shall remain liable for any impermissible deviations therefrom.

Sponsor reserves the right to negotiate all aspects of the purchase price of Units and/or Storage Room Licenses, including, but not limited to, the terms of the financing contingency, if any, decorating allowances, payment of fees otherwise paid by Purchasers, common charge rebates or subsidies, payment of all or part of Purchaser's financing costs, price reductions tied to rental of Units, reduced down payment deposits (but at least $1,000.00) and extra custom work. Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms.

INTERIM USE AND OCCUPANCY AGREEMENTS

Subject to all applicable Zoning Laws and pursuant to an issued certificate of occupancy, Sponsor or its designee reserves the right, freely and without restriction, to rent or lease vacant Units to Purchasers at any time before or after the Plan has been consummated, and to non-purchasers at any time after the Plan has been consummated. However, once a Purchase Agreement is signed for a vacant Unit, and for so long as such Purchase Agreement is in effect, such Unit at Sponsor's sole option may only be rented to the Purchaser thereof. Such agreement (an "Interim Use and Occupancy Agreement") will be for such use and occupancy fee, but not to exceed the maximum of such fee legally collectible, and upon such other terms as may be mutually agreed upon. The term of such Interim Use and Occupancy Agreement, if any, shall be for a period which will expire on the earlier of the date of the closing of such Unit or one year after the execution date of the Agreement. In the event this Plan is abandoned, the Purchaser may, at any time at his or her sole option, cancel the Use and Occupancy Agreement, if any, and remove from the Building upon thirty (30) days prior written notice to the Sponsor at the address set forth on the cover page of this Plan. Additionally, in the event of such abandonment, the Purchaser who has entered into an Interim Use and Occupancy Agreement shall continue to be subject to whatever rental laws he or she was subject to prior to such abandonment, if any. Should Purchaser rescind his or her Purchase Agreement pursuant to any permitted rescission, the Interim Use and Occupancy Agreement shall terminate thirty (30) days thereafter and Purchaser shall be obligated to vacate the apartment no later than that time.

An Interim Use and Occupancy Agreement will provide that an uncured default by the Purchaser under this Purchase Agreement will constitute a default under the Interim Use and Occupancy Agreement, entitling the landlord (i.e., Sponsor), at its sole option, to terminate the Interim Use and Occupancy Agreement. The Purchase Agreement shall also contain a similar cross-default provision entitling Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under the Interim Use and Occupancy Agreement within any applicable grace period. The applicable grace periods are as follows:

(1) Failure to pay the use and occupancy fee or an added use and occupancy fee on time. Three (3) days in which to cure;

(2) Failure to move into the Unit within fifteen (15) days after the beginning date of the Term. Ten (10) days in which to cure;

(3) Issuance of a court order under which the Unit may be taken by another party. Ten (10) days in which to cure;

(4) Improper conduct by Purchaser/Occupant annoying other purchaser/occupants. Ten (10) days in which to cure; and

(5) Failure to comply with any other term or Rule in the Use and Occupancy Agreement. Ten (10) days in which to cure.

However, before the Sponsor may utilize a default under the Interim Use and Occupancy Agreement to declare a default under the Purchase Agreement, the Sponsor must (i) obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the interim occupant or (ii) the interim occupant must have vacated the Unit. The interim occupant must vacate the Unit within five (5) days after any default under the Purchase Agreement which remains uncured after five (5) days. No portion of the rental paid under an Interim Use and Occupancy Agreement will be credited toward the Unit's purchase price.

Sponsor's right and its designee's right to rent or lease any Unsold Unit and/or Storage Room will not be subject to any right of first refusal in favor of the Condominium Board to lease such Unit and/or Storage Room from Sponsor or its designee on the same terms offered to the prospective tenant or occupant.

PROCEDURE TO PURCHASE

A Person desiring to purchase a Unit in the Condominium shall be required to execute a Purchase Agreement in quadruplicate, the form of which is contained in Part II, and return it to the Sponsor and/or Selling Agent, together with a check representing the Initial Down Payment in an amount equal to (a) ten percent (10%) of the purchase price, or (b) fifty percent (50%) of the purchase price if the Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity). Each Purchaser, who in accordance with the previous sentence, is required to make an Initial Down Payment of ten percent (10%), will also be required to make, in addition to the Initial Down Payment, an additional payment of five percent (5%) of the purchase price of his or her Unit (the "Additional Down Payment") within 120 days after receipt of a fully executed copy of the Purchase Agreement from Sponsor or the Selling Agent or at the time when this Plan is declared effective, whichever is first to occur. No Additional Down Payment shall be required if the Purchaser is a foreign government or other person or entity referenced in (b) of the first sentence of this paragraph and who or which has made a fifty percent (50%) Initial Down Payment as described above. The term "Down Payment," as used in this Plan, refers to both the Initial Down Payment and, if the same has been paid at the time in question, the Additional Down Payment. All such payments shall be made by check drawn on a member bank of the New York Clearing House Association made payable to "D'Agostino, Levine, Landesman & Lederman, LLP, as escrow agent". All such checks shall be subject to collection and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement to be cancelled and of no further force or effect, and to retain any Down Payment and other amounts previously deposited. These Downpayment deposits may be increased for the entire cost of special custom work requested by the Purchaser which is agreed to by Sponsor in its sole discretion and itemized in the Purchase Agreement. D'Agostino, Levine, Landesman & Lederman, LLP shall be the "Escrow Agent" for Sponsor and Purchaser pursuant to the Purchase Agreement and the Offering Plan. Notwithstanding anything herein to the contrary, whether or not the Seller has canceled the Purchase Agreement as provided above, if the Seller has not collected the proceeds of any check for any payment due under the Purchase Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including, without limitation, all attorneys' fees and expenses incurred by the Seller in connection therewith.

A Purchaser who is interested in acquiring the right to use a Storage Room must also commit to such acquisition at the time the Purchaser executes a Purchase Agreement. Therefore, the down payment paid under the Purchase Agreement shall include 10% or, if applicable, 50% of the Storage Room License Payment (the "License Deposit") as well as 10% or, if applicable, 50% of the Purchase Price of the Unit. Further, for each Purchaser who is required to make an Initial Down Payment of ten percent (10%), the Additional Down Payment (an additional 5% of the Storage Room License Payment) is also required pursuant to the terms of the Purchase Agreement. However, no Additional Down Payment of the Storage Room License Payments will

be required in the case where a 50% Initial Down Payment is required pursuant to the terms of the Purchase Agreement. If Sponsor is entitled to cancel the Purchase Agreement due to Purchaser's default, Sponsor shall also be entitled to cancel the Storage Room reservation. Sponsor will be entitled to retain the License Deposit as liquidated damages in connection with any termination of the Purchase Agreement and Storage Room reservation due to Purchaser's default.

Purchasers pursuant to this Offering Plan who have not had an opportunity to review the Offering Plan and any filed amendments for at least three (3) business days prior to their executing a Purchase Agreement shall be afforded seven (7) days after delivering an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the full deposit refunded promptly. Such rescission must be in writing, addressed to the Sponsor, and be postmarked or hand delivered by midnight of the seventh day subsequent to Purchaser's executing and delivering such Agreement. Those Purchasers who execute a Purchase Agreement after having had an opportunity to review the Offering Plan and any filed amendments for not less than three (3) business days prior to their executing a Purchase Agreement shall not be permitted the aforementioned time period to rescind for any reason.

A deposit in the amount of no more than $200.00 payable in check or money order to the Sponsor is required of all prospective purchasers in order to obtain a copy of the Plan. The amount of the deposit will either be credited toward the Down Payment of a Unit or returned upon execution of the Purchase Agreement by Sponsor for anyone who purchases a Unit or refunded to anyone who does not purchase a Unit if a copy of the Plan is returned undamaged, but subject to normal wear and tear, together with the original receipt, within thirty (30) days of receipt of a copy of the Plan.

A Purchaser may seek to finance any portion of the Purchase Price through a bank or other lending institution. No representation, warranty or assurance is given by the Sponsor, or any person on its behalf, as to the availability, cost, terms or other conditions of such financing. **HOWEVER, THE OBLIGATIONS OF A PURCHASER UNDER A PURCHASE AGREEMENT ARE NOT CONDITIONED ON OBTAINING FINANCING.** Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. A purchaser will be obligated to pay the balance of the Purchase Price regardless of the fact that either: (i) such Purchaser fails, or is unable to obtain a satisfactory mortgage commitment, or (ii) once a satisfactory mortgage commitment has been obtained, the same either lapses, expires or is terminated. In the event that a Purchaser fails, neglects or refuses to duly pay the balance of the Purchase Price for any reason, including financing problems, such Purchaser will be in default under the Purchase Agreement. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing.

In accordance with section 71-a(3) of the Lien Law the Sponsor has appointed the law firm of D'Agostino, Levine, Landesman & Lederman, LLP, with an address at 345 Seventh

Avenue, 23rd Floor, New York, NY 10001, telephone number (212) 564-9800, to serve as escrow agent ("Escrow Agent") for the Sponsor and Purchaser to hold all deposits, down payments or advances, other than the deposit for a copy of the Offering Plan, received by it from Purchasers, either directly or through its agents or employees in trust, whether received before or after the date of Consummation of the Plan (the "Deposit" or "Deposits"). The Escrow Agent shall establish a special segregated escrow account or accounts at HSBC Bank, N.A., located at 800 Avenue of the Americas, New York, New York 10001 (the "Bank"), a bank authorized to do business in the State of New York. The Escrow Account is titled "D'Agostino, Levine, Landesman & Lederman, LLP, Escrow Account for 150 East 23rd St. Condominium," or a similar name ("Escrow Account"). Within five (5) business days after the Purchase Agreement is executed by all necessary parties and tendered along with the Deposits to Escrow Agent, Escrow Agent shall place the Deposits in the Escrow Account. Purchasers are advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000 for the purchase of a Unit, it is a special risk of this offer that such Deposits will not be federally insured in excess of $250,000. Additionally, if Purchaser has an additional account at the Bank, the aggregate of Purchaser's funds at the Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Bank, Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any change to the Escrow Account. Escrow Agent has designated the following partners of the law firm to serve as signatories: John D'Agostino, Esq., Michael J. Levine, Esq., Wayne R. Landesman, Esq., Bruce H. Lederman, Esq., Bettina Miraglia, Esq. and Jose M. Rivera, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

This escrow account will be interest-bearing and unless the Purchaser defaults, interest will be credited to the Purchaser at closing. The interest rate to be earned will be the prevailing rate from this type of account as stated by the Bank at the time of the initial deposit and as provided thereafter. Such interest rate as stated as of March 14, 2018 by HSBC Bank, N.A. was approximately 0.125% for deposits of less than $100,000.00 and approximately 0.225% for deposits of $100,000.00 or more. Interest will begin to accrue as of the date the deposit of the down payment clears and is posted by HSBC Bank, N.A. to the escrow account. Notwithstanding anything to the contrary contained herein, unless and until Purchaser has delivered to the Escrow Agent a completed and signed 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), whichever may be applicable, the Down Payment will be deposited in a non-interest-bearing escrow account at the depository. No fees of any kind from the account

principal or any interest earned thereon may be deducted. Sponsor shall bear any administrative cost for maintenance of the account.

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

The Escrow Agent is obligated to send notice to the Purchaser once the Deposits are placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the fully-executed Purchase Agreement and Deposits to Escrow Agent, the Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the fully-executed 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 Deposits were 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.

Section 71-a(3) of the Lien Law, as applicable herein, also provides for the following:

(a) Down payments shall be placed in an interest bearing account if so requested by Purchaser. Such down payment, with any accumulated interest, shall remain the property of the Purchaser, except as otherwise provided by law.

(b) As an alternative to depositing down payments in escrow as set forth in (a) above, Sponsor may post a bond or indemnity contract with a licensed surety company ensuring return of such monies, which bond or contract is to be delivered to Purchaser. If Sponsor elects to post a bond pursuant to this paragraph (b), an amendment to the Plan which complies with the applicable provisions of the Attorney General's Regulations will be filed disclosing same.

(c) Down payments will be retained in escrow or bonded as set forth above until: (i) Sponsor performs under the terms of the Purchase Agreement or (ii) Purchaser rescinds, if permitted, or defaults in performance, thereby excusing performance by Sponsor or (iii) release or discharge of Sponsor's liability to refund such down payment or (iv) transfer of title to the Unit to the Purchaser, or (v) release by mutual consent of Sponsor and Purchaser.

(d) The Purchase Agreement shall contain the following:

"YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE."

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 Deposits of a defaulting Purchaser until after Consummation of the Offering Plan, as evidenced by the acceptance of an effectiveness amendment by the New York State Department of Law. Consummation of the Offering Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposits if so directed:

(a) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in the Purchase Agreement; 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 Deposits pursuant to paragraphs (a), (b), or (c) above, and the Escrow Agent receives a request by either party to release the Deposits, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposits. If the Escrow Agent has not received notice of objection to the release of the Deposits prior to the expiration of the thirty (30) day period, the Deposits 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 Deposits within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposits 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 Deposits contained in the Escrow Account with the clerk of the county where the Condominium is located and shall give written notice to both parties of such deposit.

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

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

(b) all Purchasers after an Amendment abandoning the Offering 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.

Prior to funds being transferred to a new escrow account, or if the Escrow Agent is replaced, the Offering Plan will be amended to provide the same full disclosure with respect to the new account, the new escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for the escrow account only after the Department of Law approves in writing the use of such alternate form of security, pursuant to the applicable provisions of the Attorney General's Regulations.

In the event that insufficient funds are raised through the offering or otherwise to effectuate the contemplated transaction, or in the event the Sponsor is unable for any reason to perform in accordance with the terms of the Purchase Agreement and the Purchase Agreement has been subsequently terminated as set forth above, such monies will be fully returned to Purchaser with any interest.

As set forth above, the only other time monies received for the purchase of a Unit shall be disbursed from the special account are at the closing of title to a Unit by such Purchaser or upon a default by a Purchaser which is not cured within any time periods permitted, provided that no Deposit to be released pursuant to an uncured default shall be released prior to the Consummation of the Offering Plan. Any withdrawals or disbursement of funds from this special account or accounts shall be made only upon the written approval by a partner in the firm of D'Agostino, Levine, Landesman & Lederman, LLP, despite the fact that HSBC Bank, N.A. may be a party to an escrow agreement with respect to such account or accounts. The amounts paid by the Purchasers prior to closing will be handled in accordance with the escrow and trust fund provisions of the Section 352-h and Section 352-e (2-b) of the New York General Business Law and the Attorney General's regulations promulgated thereto. If this Offering is not consummated for any reason, Purchaser shall not lose any of his Down Payment.

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

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

The form Purchase Agreement is attached hereto in Part II of the Offering Plan. The relevant escrow trust fund provisions are included in paragraph 16 of the Purchase Agreement, which must be executed by the Escrow Agent.

Subsequent to the date that the Plan has been declared effective, the Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser. The notice shall state the date of the First Unit Closing and set forth the closing date for the respective Unit. Purchasers shall be given not less than thirty (30) days notice of the closing of title on their Units. This notice period may be waived by Purchasers. The notice shall also provide that the balance of the purchase price shall be due at closing of title. The balance of the cash portion of the purchase price must be paid by cash, unendorsed certified, teller's or cashier's check made payable to the order of Sponsor or as otherwise directed by Sponsor. In all cases, all checks are to be drawn on a member bank of the New York Clearing House Association. The notice to Purchaser shall also specify when Common Charges will be due and payable.

Further, pursuant to the form Purchase Agreement set forth in Part II of the Offering Plan, Purchaser shall be entitled to one reasonable adjournment of up to ten (10) days (hereinafter the "Adjourned Closing Date"), on five (5) days written notice by Purchaser to Seller, provided that Purchaser may not seek an adjournment of any kind based upon any provision set forth in Paragraph number 18(i) of said form Purchase Agreement.

Purchaser shall accept title (without abatement in or credit against the purchase price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit, including custom work, or the Building or (b) other Units or (c) any recreation facilities and/or amenities or (d) the landscaped areas or (e) other portions of the Common Elements have not been completed. Minor details referred to in (a) above shall include but not be limited to any items which Purchaser may set forth or which are set forth on the Punchlist Inspection Statement, appearing in Part II of the Plan. The Punchlist Inspection Statement shall survive the closing of title.

If, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date, or the Adjourned Closing Date (as defined in the form Purchase Agreement set forth in Part II of the Plan), and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustments for real estate taxes and Common Charges will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.04% of the Purchase Price for the Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled

Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

The notice of closing will be served upon all Purchasers who have executed and delivered a Purchase Agreement for a Unit to the Sponsor or Selling Agent (and whose Purchase Agreements are in effect and not in default). The notice of closing will be served either by personal delivery or sent by registered or certified mail to the address of the Purchaser as set forth in the Purchase Agreement. Notices served by personal delivery shall be deemed complete upon delivery. Service by mailing shall be presumed complete on the fifth day after the date of mailing.

Sponsor anticipates the First Residential Unit Closing to occur on or about January 1, 2019 but said closing may occur sooner should the Building be completed and ready for occupancy earlier. In the event that the First Residential Unit Closing with a temporary or permanent Certificate of Occupancy is delayed twelve (12) months or more beyond January 1, 2019, then all Purchasers who have executed Purchase Agreements and whose Purchase Agreements are still in effect, will be given the right to rescind their Purchase Agreements.

Purchasers should note that even if the First Unit Closing occurs on or before January 1, 2019 (or such other date projected as the date of commencement of the First Year of Condominium 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 is compliance with its obligations under the Plan, Purchaser will not be entitled to a right to 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 Total Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, Sponsor cannot convey title in connection with the First Unit Closing on or before twelve (12) months from January 1, 2019, affected Purchasers will be afforded the right of rescission.

If Purchaser defaults under the Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the monies held by the Escrow Agent, but not more than fifteen percent (15%) or, if applicable, fifty percent (50%) of the total

purchase price plus any interest earned thereon, shall be paid over to the Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. Notwithstanding the above, Sponsor may receive the actual costs incurred for any special custom work requested by Purchaser which is agreed to by Sponsor in its sole discretion and itemized in the Purchase Agreement as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds fifteen percent (15%) or, if applicable, fifty percent (50%) of the total purchase price. Sponsor hereby waives any right to seek specific performance in the event of a default by Purchaser.

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 to otherwise enforcing Purchaser's obligations hereunder, but only in the event the Sponsor prevails.

The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty not otherwise covered by Sponsor's insurance or the Board's insurance with respect to the Unit. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment. Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. Purchaser should consult with an attorney and/or insurance agent as to his or her insurance needs.

Within thirty (30) days of receiving four (4) copies of a Purchase Agreement, both executed by Purchaser, together with the required Down Payment, the Sponsor must either accept the Purchase Agreement by returning to Purchaser a fully executed copy of the Purchase Agreement or reject the Purchase Agreement by returning to Purchaser the Down Payment tendered. If Sponsor takes no action within said thirty (30) day period the Purchase Agreement shall be deemed null and void. Sponsor reserves the right to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by law. Sponsor reserves the right to reject any prospective Purchaser without cause or explanation, provided that such rejection is not based on race, creed, color, age, sex, disability, marital status, national origin, ancestry, or any other ground proscribed by law, and to refuse to execute a Purchase Agreement for any Unit, or a Purchase Agreement or Purchase Agreements, as the case may be, for more than one Unit to any one person or entity.

At the closing of title to a Unit, and as a condition thereto, the Purchaser shall be required to execute a Power of Attorney to the Board of Managers of the Condominium and to the Sponsor. The Power of Attorney appoints (i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine; (ii) the Sponsor, its designee and/or the Commercial Unit Owner, as attorney-in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney; and (iii) the Sponsor, as attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, in whole or part, of the transferable air rights and/or development rights which Sponsor has retained for itself, and/or its successors and assigns. The Form of Power of Attorney to be executed is set forth in Part II of the Offering Plan.

Further, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will also be required at the time of closing of title to the Purchaser's Unit, to expressly waive any and all immunity from suit by Sponsor and/or the Board of Managers of the Condominium. Such Purchasers at closing will be required to execute the "Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction" set forth as Exhibit A to the Purchase Agreement which is included in Part II of the Offering Plan.

Any Residential Unit Owner assigned a Storage Room in the Building will be required to execute a Storage Room License governing the use of the Storage Room. A copy of the Storage Room Licenses to be executed at Closing is set forth as Exhibit "B" to the Purchase Agreement which is included in Part II of the Offering Plan. The Storage Room License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit, or (ii) the transfer of a Storage Room License from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Room License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room in question will devolve to the Board of Managers which shall have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. After the first year of the term of the Storage Room License, the Board of Managers has reserved the right to charge Purchaser/Licensee a monthly license fee (the "License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the term of the Storage Room License. The License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The License Fee shall be in the amount of $50.00 per month, commencing on the first day of the thirteenth (13th) month following the date of the License and will continue for the following

twelve (12) months. Thereafter the Board of Managers may increase the License Fee annually, in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Rooms. Such License fee shall only be applicable subsequent to the lawful occupancy or use for such areas of the Building.

In addition, the assigned Storage Rooms may not be completed prior to the closing of title to a particular Residential Unit and the fact that a Storage Room may not be available for use at the time of the Closing will not constitute a basis for a Purchaser to fail to close title to a Residential Unit. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Room will be held in escrow by Sponsor's attorneys until the date that the Storage Room is made available for Purchaser's use. Sponsor intends to complete the construction of all of the Storage Rooms prior to the issuance of a Temporary Certificate of Occupancy for all of the Residential Units in the Building. Purchaser shall also be responsible for the payment of any state and city transfer taxes due in connection with the licensing of the Storage Room, which obligation shall survive the Closing.

The Storage Rooms are located on the cellar level of the Building. The Sponsor and the Board cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. Since there are only twenty-seven (27) Storage Room Licenses being offered for sale, Sponsor is hereby reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses are sold to an individual Purchaser. A Storage Room License will only be sold by Sponsor to a Purchaser of a Residential Unit.

Any conflict between this Offering Plan and the Purchase Agreement will be resolved in favor of the Offering Plan. In no event may the Purchase Agreement contain, or be modified to contain, any provision waiving Purchaser's rights, other than the ability of Purchaser to waive his right to thirty (30) days' notice prior to the closing of title to Purchaser's Unit. In no event may the Purchase Agreement contain, or be modified to contain, any provision abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law. Purchase Agreements are not assignable without Sponsor's prior written consent which may be withheld for any reason.

Sponsor reserves the right to negotiate all aspects of the purchase price of Units and/or Storage Room Licenses, including, but not limited to, the terms of the financing contingency, if any, decorating allowances, payment of fees otherwise paid by Purchasers, common charge rebates or subsidies, payment of all or part of Purchaser's financing costs, price reductions tied to rental of Units, reduced Down Payment deposits (but at least $1,000.00) and extra custom work.

Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms.

Additionally, pursuant to the form Purchase Agreement set forth in Part II of the Offering Plan, Sponsor and Purchaser agree to keep all of the terms and conditions of the Purchase Agreement confidential. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in the Purchase Agreement. Any failure by Purchaser to keep the terms and conditions of the Purchase Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth therein.

With regard to any model unit, which Unit or Units ("Model Unit") shall be designated by Sponsor in Sponsor's sole and absolute discretion, such Model Unit shall be delivered by Sponsor to a Purchaser thereof in "AS IS" condition, including but not limited to, normal wear and tear. Sponsor shall have no further obligations with regard to any Model Unit. Additionally, Sponsor shall be under no obligation to repaint or repair anything in a Model Unit, including but not limited to, refinishing the floors in a Model Unit, repairing any appliance in a Model Unit or painting any room in a Model Unit.

Pursuant to the Condominium Declaration and By-Laws, the future assignment or rental of any Storage Room owned by Sponsor or a Sponsor-designee does not require the ownership by Sponsor or a Sponsor-designee of a Residential Unit. However, the future assignment or rental of a Storage Room owned by any other Unit Owner, other than the Sponsor or a Sponsor-designee, requires the simultaneous ownership by such Unit Owner of a Residential Unit.

Pursuant to the Geographic Targeting Order issued on January 6, 2016 (as revised and as may be further revised from time to time, the "Order") by the Director of the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), 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 Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan, or Staten Island; (3) the total purchase price is in excess of $3,000,000.00 in the Borough of Manhattan or the total purchase price is in the excess of $1,500,000.00 in the Boroughs of Brooklyn, Queens, Bronx or Staten Island; (4) the purchaser does not obtain a bank loan or similar form of external financing; (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, or a funds transfer. The Order affects all residential real property closings occurring on or after March 1, 2016 and until the expiration of the effective period of such Order, i.e., September 16, 2018, which date is subject to change by FinCEN.

ASSIGNMENT OF PURCHASE AGREEMENTS

No assignment or transfer of an executed Purchase Agreement shall be permitted without the prior written consent of Sponsor which may be withheld or delayed for any reason. Any purported assignment by Purchaser in violation of this Section will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitled Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, then Purchaser shall be required to pay D'Agostino, Levine, Landesman & Lederman, LLP a fee of $350.00, in advance, for preparation of an assignment and assumption agreement. 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, 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 OF PLAN

All Purchase Agreements signed by Sponsor shall be contingent upon Sponsor's declaring the Offering Plan effective pursuant to the requirements and terms of the Plan. These requirements, stated below, must be satisfied within one (1) year of the date the Plan is accepted for filing unless the Plan is amended so as to extend this period. However, any amendment to the Plan is hereby deemed to extend this time period to the same extent that the Plan is extended by such amendment. The closing of title to any Unit may not occur until after the Plan has been declared effective and an amendment has been accepted for filing by the Department of Law substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

The Plan may be declared effective when Purchase Agreements have been both executed and accepted by a bona fide Purchaser and Sponsor for the sale of eight (8) Residential Units, which represent a minimum of at least fifteen percent (15%) of the Units offered under the Plan.

The Plan must be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of forty-one (41) Residential Units, which represents a minimum of at least eighty percent (80%) of the Units offered under the Plan.

The Plan may be abandoned, at Sponsor's sole option, at any time before the amendment substantiating effectiveness is filed and before eighty percent (80%) of the Units have been purchased. The Plan, if abandoned, shall be abandoned by amendment filed with the Department of Law in appropriate form together with a notice of abandonment on form RS-3. Such amendment shall explain the basis for abandonment and must state how any funds received pursuant to the Plan will be distributed. All monies paid by Purchasers pursuant to Purchase Agreements shall be refunded to them in full, with interest, if any, within twenty (20) days of such abandonment.

Once a Plan has been declared effective, Sponsor may not abandon it for any reason other than for: (a) a defect in title which cannot be cured without litigation or cannot be cured for less than a stated amount which shall not be less than one half of one percent (0.5%) of the Total Purchase Price of the Offering set forth on the front cover of the Plan; or (b) 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 of one percent (0.5%) of the Total Purchase Price of the Offering set forth on the front cover of the Plan; or (c) the taking of any material portion of the Property by condemnation or eminent domain. The aforementioned amount set forth above as a basis for abandonment after effectiveness of the Plan shall exclude any attorney fees or any such title defects, or determinations of any authority or regulatory association which exist as of the date of presentation of the Plan and either are known to the Sponsor or are a matter of public record. The Plan will be declared effective by the mailing or personal delivery of written notice to all purchasers. Within five (5) business days after such notice is given an amendment to the Plan will be submitted by Sponsor stating that the Plan has been declared effective. If requested, Sponsor will submit to the Department of Law copies of all Purchase

Agreements, together with any amendments or modifications to such Agreements, within five (5) business days after the request is received.

The Plan will not be declared effective based upon Purchase Agreements: (a) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (b) if the Purchaser was either not afforded at least three (3) business days to review the Plan, and all filed amendments thereto prior to executing a Purchase Agreement, or if he was not permitted seven (7) days after delivering an executed Purchase Agreement and deposit to rescind the Purchase Agreement; or (c) with any Purchaser who is the Sponsor/Selling Agent or the Managing Agent or is a principal of the Sponsor/Selling Agent or the Managing Agent or is related to the Sponsor/Selling Agent or the Managing Agent or to any principal of the Sponsor/Selling Agent or Managing Agent by blood, marriage or adoption or as a business associate, an employee or 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 Sponsor submits proof satisfactory to the Department of Law establishing that the Purchaser is a bona fide Purchaser. Further, the Plan will not be declared effective based upon any Purchase Agreement where the Purchaser was not afforded the "Time is of the Essence" protections set forth in 13 NYCRR 20.3(q)(4)(ii).

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

TERMS OF SALE

The Units, when sold by the Sponsor, will be sold in fee simple to Purchasers, who may be individuals, a duly formed partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government, any department or agency thereof, or any other entity which is permitted to own property in the State of New York. The sale of the Units will be made at the respective offering prices set forth in Schedule A and the sale of Storage Room Licenses will be made at the respective offering prices set forth in Schedule A-1 (as such prices may be changed by the Sponsor as set forth in Part I of the Offering Plan), and the sale of the Units will include the respective undivided interests in the Common Elements. Good and marketable title to the Units and their appurtenant interests in the Common Elements will be conveyed by the Sponsor by Bargain and Sale Deed with Covenants against Grantor's Acts and containing the provisions set forth in subdivision 5, Section 13 of the Lien Law, free and clear of all liens and encumbrances other than those set forth below. The form of unit deed is set forth in Part II of the Plan.

1. Any state of facts which updated and accurate surveys would show, providing such surveys do not render title unmarketable;

2. Zoning and building ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the contemplated structures and use;

3. The Declaration, By-Laws, Maps and Floor Plans of the Condominium to be recorded in the Office of the City Register, as the same may be amended from time to time;

4. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, existing as a result of construction and rehabilitation of the Building, or construction of the individual Units, or which may have come or may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any portion thereof, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Managers after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

5. Easements, if any, in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utilities and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

6. Revocability of the right to maintain street vaults and other areas, if any, under sidewalks;

7. Consents by Sponsor or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets on which the Property may abut;

8. Any easement or right of use created in favor of any public utility company and/or cable television company for electricity, steam, gas, telephone, water or other service, and the right to use, maintain and repair wires, cables, terminal boxes, lines, service connections, poles, mains, facilities and the like upon, under and across the Property;

9. Service, maintenance and union contracts and agreements, if any, in effect on this date of the First Unit Closing;

10. Encroachments of stoops, areas, cellar steps, doors, ledges, window sills, bay windows, trim, coping, cornices, vaults, chutes, fuel oil lines, gas lines, drainage pipes, standpipes, sewerage pipes, foundations, footings, retaining walls, fences, fire escapes, air conditioning units, canopy and similar projections, if any, on, over or under the Property or the streets or sidewalks or property abutting the Property and rights of governmental authorities and adjoining property owners to require the removal of any such projections, and variations between record lines of the Property and fences, walls, retaining walls and the like, if any;

11. All covenants, declarations, restrictions, reservations, agreements and easements of record, if any, which are still in force and effect on the date of the First Unit Closing, provided that they are not violated by and do not prevent residential use of the Residential Units and a legal permitted use of the Commercial Unit at the Property nor prevent the existence of the present structures;

12. Covenants, conditions, easements, leases, agreements of record, etc. as more fully set forth below:

<u>PARCEL A: (OLD LOT 48)</u>

A. Use Restrictions recorded in Liber 480 cp. 152, Liber 485 cp. 468, Liber 529 cp. 230, Liber 569 cp. 195, Liber 485 cp. 471, Liber 528 cp. 329 and Liber 569 cp. 192;

With respect to A: Policy affirmatively insures that: (a) there are no present violations of the covenants, conditions, and/or restrictions contained in the above-referenced instruments; (b) policy affirmatively insures that any future violations of same shall not result in a forfeiture or revision of title.

B. No Building may be erected within 40 feet of streets other than brick and stone with roof of slate or metal as recited in Liber 529 cp. 230 Liber 569 cp. 195, Liber 528 cp. 329, Liber 569 p. 192;

C. Setback Restriction of 4 feet as recited in Liber 480 cp. 152, Liber 485 cp. 468 and Liber 485 cp. 471;

With respect to B and C: Policy insures that such covenants, conditions, and/or restrictions contained therein will not be enforceable against the premises.

D. Zoning Lot Certification recorded as CRFN: 2013000389272;

E. Zoning Lot Certification recorded as CRFN: 2013000389271;

F. Zoning Lot Description and Owner Statement dated 3/9/2015 and recorded on 3/24/2015 as CRFN: 2015000100358; (Affects New Lot 48 f/k/a Old Lots 48, 49, and 50);

G. Certification of Parties in interest dated 3/19/2015 and recorded on 3/24/2015 as CRFN: 2015000100359. (affects new lot 48 f/k/a Old Lots 48, 49, and 50);

PARCEL B: (OLD LOT 49)

A. Setback Restriction of 4 feet as recited in Liber 480 cp. 152, Liber 485 cp. 468;

B. No building may be erected within 40 feet of streets other than brick and stone with roof of slate or metal as recited in Liber 529 cp. 230, Liber 569 cp. 195;

With respect to A and B: Policy insures that such covenants, conditions, and/or restrictions contained therein will not be enforceable against the premises.

C. Standard Nuisance Covenants and Restrictions recorded in Liber 480 cp. 152, Liber 485 cp. 468, Liber 529 cp. 230, Liber 569 cp. 195;

With respect to C: Policy affirmatively insures that: (a) there are no present violations of the covenants, conditions, and/or restrictions contained in the above-referenced instruments; (b) policy affirmatively insures that any future violations of same shall not result in a forfeiture or revision of title.

PARCEL C: (OLD LOT 50)

A. Setback Restriction of 4 feet as recited in Liber 480 cp. 152 and Liber 485 cp. 471;

B. No building may be erected within 40 feet of streets other than brick and stone with roof of slate or metal as recited in Liber 528 cp. 329 and Liber 569 cp. 192;

With respect to A and B: Policy insures that such covenants, conditions, and/or restrictions contained therein will not be enforceable against the premises.

C. Standard Nuisance Covenants and Restrictions recorded in Liber 480 cp. 152, Liber 485 cp. 471, Liber 528 cp. 329 and Liber 569 cp. 192;

With Respect to C: Policy affirmatively insures that: (a) there are no present violations of the covenants, conditions, and/or restrictions contained in the above-referenced instruments; (b) policy affirmatively insures that any future violations of same shall not result in a forfeiture or revision of title.

13. Any service contracts to be assumed by the Condominium at the First Unit Closing;

14. The lien of any unpaid real estate tax, and the lien of any water charges or sewer rents generally, (which shall be apportioned at closing);

15. Any service variations between tax lot lines and lines of recorded title;

16. Standard printed exceptions contained in the form of title insurance policy then issued by the title insurance company insuring Purchaser's title to his Unit.

The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the First Unit Closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which the

Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make as of the First Unit Closing. As set forth in the section of the Plan titled "Effective Date", in the event of a casualty which cannot be repaired for less than a cost which exceeds an amount equaling one half of one percent (.5%) of the Total Purchase Price set forth on the front cover of the Plan (as estimated with respect to the casualty by an insurance adjuster retained by Sponsor) and which occurs prior to the First Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such event all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

In the event the Sponsor elects to repair and restore the damage to the Building from a casualty occurring before the First Unit Closing, or if the casualty occurs after the First Unit Closing, but before the closing of the damaged Unit, then the following shall be applicable:

The term "Affected Unit" means a Unit that has been directly damaged in the casualty (other than minor damage not rendering the Unit uninhabitable) or is without such essential services as gas, electricity and heat, or no longer has a reasonably adequate means of ingress and egress to the street;

The Purchase Agreements for all Units, other than "Affected Units" (as previously defined), shall remain in full force and effect and the Purchasers thereunder shall pay the full purchase price at the closing. Such Purchasers shall not be entitled to adjourn the closing nor be allowed any abatement in the purchase price, nor credit against same, nor retain (in escrow or otherwise) any portion of such purchase price pending restoration and repair of the damage to the Building and the Affected Units.

Except as provided in the next paragraph, a Purchaser of an Affected Unit shall not be required to pay the balance due under the Purchase Agreement unless and until (i) the damage to his or her Affected Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty and (ii) his or her essential services (such as gas, electricity or heat) and a reasonably adequate means of ingress and egress to the street have been restored.

Notwithstanding the foregoing, if the Purchaser is given possession of the Affected Unit under an Interim Use and Occupancy Agreement or otherwise prior to the casualty, such Purchaser shall assume the risk of loss to the Unit not otherwise covered by either Sponsor's insurance or the Board's insurance and the obligation to repair the damage, unless the cause of such loss originated outside his or her Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his or her failure to repair the damage shall not excuse him or her from paying the balance due under his or her Purchase Agreement and accepting title to the Unit.

The Sponsor and/or the Condominium will in no event be liable to Purchasers under this Plan, and the Sponsor will not be liable to the Condominium, in the event of any delay in repairing the damage.

All personal property located within the Unit on the date the Purchase Agreement is signed that is owned by the Sponsor is included in the conveyance to the Unit Purchaser. All personal property affixed to or located within the Common Elements that is owned by the Sponsor is included in the property transferred to the Condominium by the Declaration.

At the time of the First Unit Closing each mortgagee will (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Units; (b) subordinate the lien of its mortgage to the Declaration of Condominium; (c) release its lien on the Condominium Unit being conveyed.

Prior to the First Unit Closing and the conveyance of a Unit, and as a condition thereof, the Condominium Declaration and By-Laws must be recorded in the New York County Office of the Register of the City of New York together with the filing in said office of a set of as-built floor plans of the Building showing the layout, location and approximate dimensions of the Units and the Unit designations, certified by the Tax Assessor of the City of New York as conforming to the official tax lot number for each such Unit and including an Architect's statement required by Section 339-p of Article 9-B of the Real Property Law of the State of New York certifying that the plans fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built.

CLOSING ADJUSTMENTS WITH THE CONDOMINIUM BOARD

Immediately prior to the First Unit Closing, Sponsor shall apportion the following items with the Condominium Board as of midnight of the day immediately preceding such closing:

(a) Any Common Charges or other payments to be made in lien thereof, which are Sponsor's obligation for the period from the First Unit Closing to the end of the month in which same occurs;

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

(c) fees for assignable permits and licenses, if any;

(d) charges for gas for the Common Elements, for which Sponsor shall obtain readings;

(e) charges for electricity for the Common Elements, for which Sponsor shall obtain a reading;

(f) charges under service and maintenance contracts and concession agreements, if any;

(g) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed or on the basis of meter readings if applicable, which Sponsor shall obtain;

(h) supplies on hand at Sponsor's cost (plus sales tax);

(i) premiums for transferable insurance policies, if any, provided that the amount and the extent of coverage conforms to the disclosures in this Plan in Schedule B as set forth in Part I of the Offering Plan;

(j) vault charges, if any;

(k) such other items as are customarily included in closing adjustments in the City of New York;

The Condominium Board shall reimburse the Sponsor in full for any electric, utility or other utility construction deposits or security deposits paid by Sponsor. Such items are not items for closing adjustment.

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay into the Working Capital Fund of the Condominium the sum equal to two (2) months of Common Charges for the Unit being purchased at the time of the closing. This fund is

to be used for payment by the Board of Managers of any net closing adjustment expenses owed to Sponsor at the First Unit Closing. The amount of the net closing adjustment owed to Sponsor will be paid to Sponsor by the Board of Managers, without interest, by applying the contribution to Working Capital paid by each Purchaser at the closing of title to each Unit to the terms of a non-interest bearing note due on the first anniversary of the First Unit Closing to be executed by the Board of Managers at the First Unit Closing. Sponsor is hereby authorized to endorse the Working Capital contribution checks payable to the Board of Managers over to Sponsor and to apply such payments without any further action of the Board of Managers until the promissory note is paid in full. If the promissory note is not fully paid by the due date from such payments, the Board of Managers will pay the note in full from its general funds. The Board of Managers will be entitled to repay the note, in full only, at any time and without penalty. Sponsor will waive any net adjustments in its favor which would reduce the Working Capital Fund below zero after making provision for the amount of monies that would be generated by the payment of Working Capital contribution for each Unit in the Building. If the result of the closing adjustment is a net credit in favor of the Condominium, or if any amounts remain after the promissory note has been fully paid, such amounts in the Working Capital Fund may be held or used at any time for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as well as determined by the Board of Managers in its sole discretion.

Other than as set forth in "Schedule B, Projected Budget for First Year of Condominium Operation Beginning January 1, 2019," no provision has been made for any Reserve Fund or for any Working Capital Fund other than as set forth above.

CLOSING OF TITLE TO UNITS

At the closing of title to an individual Unit the Purchaser will pay to the Sponsor the balance of the purchase price for the Unit and the Sponsor, pursuant to section of the Plan titled "Terms of Sale," hereinbefore, will deliver to the Purchaser a bargain and sale deed for that Unit with covenants against grantors acts. The form of Unit Deed is set forth in Part II of the Plan.

Closing of title shall take place concurrently with or after the following events have occurred:

(1) The issuance of a temporary or permanent Certificate of Occupancy for the Building, or, alternatively, the issuance of a temporary or permanent Certificate of Occupancy for the Unit closed. Sponsor shall complete construction and obtain a permanent Certificate of Occupancy for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the temporary Certificate of Occupancy, as same may be renewed, replaced or extended, expires. If, at the time of closing of title to a Residential Unit Sponsor has only obtained a temporary "Class A" residential Certificate of Occupancy covering such Unit, then Sponsor shall place in escrow with its attorney an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover the cost of obtaining a permanent "Class A" residential Certificate of Occupancy covering such Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a permanent "Class A" residential Certificate of Occupancy covering such Unit or the Building. Alternatively, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond in the amount so determined.

(2) The recordation in the New York County Office of the Register of the City of New York of the Declaration, the By-Laws and the filing in said office of a set of as-built floor plans of the Building showing the layout, location and approximate dimensions of the Units and the Unit designations, certified by the Tax Assessor of the City of New York as conforming to the official tax lot number for each such Unit and including an Architect's statement required by Section 339-p of Article 9-B of the Real Property Law of the State of New York certifying that the plans fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built;

(3) The discharge of all duly recorded liens affecting the Unit to be closed and its undivided Common Interest and the recording of a partial release which releases such Unit and its undivided Common Interest from such lien, if any, as required by Section 339-r of the Real Property Law;

(4) The serving by personal delivery or registered or certified mail to the Purchaser written notice of the closing date not less than thirty (30) days prior to closing of title, unless Purchaser elects to waive the thirty (30) day requirement; and the affording to Purchaser of an opportunity to inspect the Unit and the Common Elements; and

(5) The amending of the Offering Plan by Sponsor with an amendment substantiating that the Plan has been declared effective and confirming that the Units to be closed have been constructed in accordance with the applicable plans and specifications and that Sponsor has satisfied, or will satisfy prior to closing of title, all of the requirements of this section titled "Closing of Title to Units".

At the closing of title to a Unit, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed within such Unit. The Board of Managers shall simultaneously execute and deliver to the Purchaser of such Unit an authorization to enforce such warranties on its behalf. At the First Unit Closing, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed in Common Elements. A copy of any manufacturer's warranties, to the extent available, will be delivered to the Board of Managers at the First Unit Closing or promptly thereafter.

UNIT CLOSING COSTS AND ADJUSTMENTS

1. General:

The estimated closing costs, expenses and adjustments to be borne by each Purchaser of a Unit will be as set forth below. Such costs are only estimates and are subject to change.

a. Payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Sponsor recommends that Purchaser order such insurance from Summit Associates (212-608-5866) or All New York Title Agency, Inc. (212-579-1944) as agents for First American Title Insurance Company of New York. Obtaining title insurance from Summit Associates or All New York Title Agency, Inc. as agents for First American Title Insurance Company of New York shall facilitate the closing and avoid unnecessary delays. However, notwithstanding anything herein to the contrary, a Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company. Purchasers are advised that obtaining title insurance from another title insurance company and/or abstract company may cause a delay of the closing of title to the Unit. If Purchaser elects to obtain title insurance from another title insurance company and/or abstract company, there shall be no additional cost to Purchaser. Fee title insurance rates as quoted by Summit Associates or All New York Title Agency, Inc., as of the date of this Plan shall be as follows:

Fee Title Insurance for residential property where the purchase price is up to $1,000,000.00 (for all Underwriters participating in the 15% reduction in rates):

The premium for Owner's title insurance is the sum of $342.00 for the first $35,000.00 of coverage; $5.67 per additional thousand dollars of purchase price in excess of $35,000.00 up to $50,000.00, plus $4.62 per thousand dollars of purchase price in excess of $50,000.00 up to $100,000.00, plus $3.71 per thousand dollars of purchase price in excess of $100,000.00 up to $500,000.00; plus $3.38 per thousand dollars of purchase price in excess of $500,000.00 up to $1,000,000.00;

Fee Title Insurance where the purchase price is more than $1,000,000.00;

The premium for Owner's title insurance is the sum of $402.00 for the first $35,000.00 of coverage; $6.67 per additional thousand dollars of purchase price in excess of $35,000.00 up to $50,000.00, plus $5.43 per thousand dollars of purchase price in excess of $50,000.00 up to $100,000.00, plus $4.36 per thousand dollars of purchase price in excess of $100,000.00 up to $500,000.00; plus $3.98 per thousand dollars of purchase price in excess of $500,000.00 up to

$1,000,000.00; plus $3.66 per thousand dollars of purchase price in excess of $1,000,000.00 up to $5,000,000.00.

Purchasers are required to accept such title as Summit Associates or All New York Title Agency, Inc. as agents for First American Title Insurance Company of New York will provide, approve and insure and without additional premium, provided that the only liens, encumbrances and conditions affecting title shall be Permitted Encumbrances, as described in the Terms of Sale section of this Plan. As a result, Sponsor is not obligated to cause Purchaser's title company to omit any exception to title if Summit Associates or All New York Title Agency, Inc. as agents for First American Title Insurance Company of New York is willing to insure Purchaser's title without such exception, at its regular rates and without additional premium, by either (i) omitting same from Purchaser's title insurance policy or (ii) insuring against collection from the Unit. Purchaser will be responsible to pay to the title company the entire premium for Purchaser's title insurance. In the event there is a delay in the closing of title to a Unit due to clearance of title issues or otherwise as a result of Purchaser utilizing a title company other than Summit Associates or All New York Title Agency, Inc. as agents for First American Title Insurance Company of New York, Purchaser will be responsible for the additional closing costs as provided for in the Purchase Agreement and in this Section of the Offering Plan.

However, Purchaser may obtain title insurance from any title insurance company or not obtain any title insurance at all, at Purchaser's sole discretion.

Further, with regard to title defects, once the Offering Plan has been declared effective, Sponsor may not abandon it unless such defect in title cannot be cured without litigation or cannot be cured for less than a cost which does not exceed an amount equaling one half of one percent (.5%) of the Total Purchase Price set forth on the front cover of the Plan. See the section of the Plan herein before titled "Effective Date of Plan" for further details in this regard.

b. Recording fee for recording the deed and power of attorney of approximately $400.00;

c. If a purchase money mortgage is obtained from a lending institution, the Purchaser may expect to incur the following costs:

1. Legal fees of the lending institution's attorney;

2. Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as quoted by Summit Associates and All New York Title Agency, Inc. as of the date of this Plan are as follows: a base rate of $344.00 for the first $35,000.00 in coverage; $5.55 per thousand dollars of coverage in

excess of $35,000.00 up to $50,000.00, plus $4.54 per thousand dollars of coverage in excess of $50,000.00 up to $100,000.00, plus $3.64 per thousand dollars of coverage in excess of $100,000.00 up to $500,000.00; plus $3.31 per thousand dollars of coverage in excess of $500,000.00 up to $1,000,000.00; plus $3.05 per thousand dollars of coverage in excess of $1,000,000.00 up to $5,000,000.00. Please note that if a mortgage title policy is purchased simultaneously with a fee insurance policy and through the same company, insurance coverage rates shall be discounted;

3. A mortgage recording tax of one and eight-tenths percent (1.80%) of the first ten thousand dollars ($10,000.00) of the amount of the mortgage executed by the Purchaser and a mortgage recording tax of two and five one-hundredths percent (2.05%) of the amount of the balance of the mortgage actually executed by Purchaser for mortgages in the amount of less than $500,000.00. For mortgages of $500,000.00 or more, the rate is two and one hundred seventy-five thousandths percent (2.175%). Please note the discussion of Mortgage Tax Credit below. Institutional Lenders are required to pay one quarter of one percent (.25%) of the two and five one-hundredths percent (2.05%) tax, thereby reducing Purchaser's cost to one and eight tenths percent (1.80%) less $30.00, for mortgages less than $500,000.00 and 1.925% less $30.00 for mortgages of $500,000.00 or more;

4. Recording fee of approximately $650.00 for (i) recording of the Purchaser's Mortgage and the partial release of mortgage and termination of any Uniformed Commercial Code Financial Statement related to the Unit and any underlying Mortgage, construction loan or otherwise, obtained by Sponsor; and (ii) ACRIS service fees of the title company relating to the required filing of real estate transfer tax forms;

5. Commitment fee or origination fee, appraisal fee, application fee, credit fee, if any, charged by the lending institution;

d. New York City Real Property Transfer Tax, currently equal to one percent (1%) of the purchase price with respect to the Residential Units which are sold for less than $500,000.00 and which has been increased to 1.425% where the consideration is equal to or greater than $500,000.00. It is customary in real estate transactions involving sales of multi-family buildings or single family homes for the seller to pay these transfer taxes and the transfer taxes in (e) immediately below;

The payment of real estate transfer taxes is the statutory obligation of the seller. The obligation is assumed by a purchaser if such obligation is imposed on the purchaser by the terms of the sale. Under the Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a closing cost. For

purposes of paying this tax with respect to this project, consideration also includes the amount of New York City Real Property Transfer Tax and New York State Transfer Taxes (deed stamps) to be paid for the Unit as well as the Purchaser's payment of Sponsor's legal fees as set forth in g. below;

In the event that the taxing authority of the city of New York determines that the conveyance of either (i) a Residential Unit together with a Storage Bin License, or (ii) the conveyance of more than one (1) condominium unit to the same Purchaser, is taxable at the "commercial transfer tax rates," then, in such event, the transfer tax to be paid by Purchaser shall be 1.425% of the aggregate consideration, as discussed above, where the consideration is $500,000.00 or less, and 2.625% of the aggregate consideration when the consideration is greater than $500,000.00. In the event that the City of New York determines additional transfer taxes are due following an audit of any closed transactions, it shall be the Purchaser's sole obligation, which shall survive the closing, to respond to and defend such audit and pay any additional tax imposed.

e. New York State Real Estate Transfer Taxes (deed stamps), which are currently at the rate of $2.00 per each $500.00 of consideration or part thereof. For purposes of paying this tax with respect to this project, consideration also includes the amount of New York City Real Property Transfer Tax and deed stamps to be paid for the Unit as well as Purchaser's payment of Sponsor's legal fees as set forth in g. below;

f. Contribution to the Working Capital Fund in the amount equal to two (2) months of Common Charges for the Unit being purchased at the time of the closing, payable to the Board of Managers;

g. Legal fee of Sponsor's attorneys in the amount of $2,500.00 per Unit, payable to D'Agostino, Levine, Landesman & Lederman, LLP provided that an additional fee of $500.00 per closing shall be due for closings which occur outside the offices of Sponsor's attorneys at the request of the Purchaser, Purchaser's attorney, Purchaser's lender, or title company ;

Furthermore, a legal fee of $350.00 shall be payable to Sponsor's attorneys for the work involved in processing any assignment of a purchase agreement or contract of sale. It is noted that no such assignments are permitted without the prior written consent of Sponsor. A legal fee of $350.00 shall be payable for the work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $350.00 shall be paid by Purchaser to Sponsor's attorney's for each cancellation and/or release if prepared by such firm pertaining to other than a termination relating to the mortgage financing contingency, if any;

h. Real estate taxes from the midnight preceding the date of the closing through the end of the tax payment period within which the closing date occurs, which shall be either a quarter (1/4) of a year or one half (1/2) of a year, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in closing of title by Purchaser;

i. Under the State Tax law, Section 1402-a, a tax of one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) is payable by the grantee (Purchaser) on each conveyance of residential real property, including condominium units, where the consideration for the entire conveyance is $1,000,000.00 or more (the "Mansion Tax"). Residential real property includes a 1 to 3 family house, an individual condominium unit and a cooperative unit that is or may be used, in whole or in part, as a personal residence. The Mansion Tax applies to conveyances occurring on or after July 1, 1989 other than conveyances pursuant to binding written contracts entered into on or before February 16, 1989. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes the amount of New York City Transfer Tax and deed stamps to be paid for the Unit by Purchaser, as well as Purchaser's payment of Sponsor's legal fees as set forth in g. above.

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

The Purchaser will be required to pay to the Board of Managers Common Charges allocable to his Unit monthly in advance. Common Charges assessed during the month in which title closes shall be adjusted with the Sponsor as of the midnight preceding the closing date, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any Common Charges which Sponsor was obligated to pay to the Board of Managers as a result of any unauthorized delay in closing of title by Purchaser. The amount of such Common Charges to be assessed against each Unit will be fixed by the Board of Managers. Common Charges to be initially assessed are expected to conform to those shown in Schedule A contained herein.

Notwithstanding anything hereto the contrary, if, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally Scheduled Closing Date, or the Adjourned Closing Date (as defined in the form Purchase Agreement set forth in Part II of the Plan), and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustments for real estate taxes and Common Charges will be made as of midnight of the day preceding the originally Scheduled Closing Date regardless of when the

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

Water and sewer charges shall be adjusted between the Sponsor and the Condominium as of midnight preceding the First Unit Closing.

If the Units have not been separately assessed for real estate tax purposes prior to the First Unit Closing, and such First Unit Closing occurs during a tax payment period, Sponsor will have previously paid the real estate taxes through the end of such tax payment period. For example, if the First Unit Closing occurs on January 1, 2019, Sponsor will have paid the real estate taxes for the Property through June 30, 2019. Sponsor shall place in escrow with the Condominium Board of Managers at the First Unit Closing money sufficient to pay the real estate taxes for six (6) months subsequent to the date of the First Unit Closing. If the real estate taxes have already been paid for all or part of this six (6) month period, then this six (6) month period shall be reduced by the amount of time subsequent to the First Unit Closing for which the taxes have been paid. Therefore, if the First Unit Closing occurs on January 1, 2019, and real estate tax have been paid through June 30, 2019, then Sponsor shall not be required to place real estate taxes into escrow with the Condominium Board of Managers since six (6) months of real estate taxes will have already been paid. Sponsor shall have the right to reduce this escrow on a Unit by Unit basis by requiring each Purchaser to fund into escrow, at such Purchaser's Unit Closing, the amount necessary, on the basis of percentage of Common Interest, to cover the period for which real estate taxes have not been paid for such Unit up to six (6) months from the First Unit Closing or an amount necessary to pay the amount of allocated taxes for the Unit which will be due on the next tax payment date (which in New York City is either July 1st or January 1st). At the option of Sponsor, this funding may occur in addition to Purchaser paying such funds to its mortgagee, or by paying such monies into the escrow held by the Board of Managers. Sponsor shall pay the real estate taxes from this escrow account when they are next due and shall be entitled to reimbursement from any Unit Owner who either did not pay any money into escrow or paid less than was required to cover the real estate taxes attributable to such Unit for the time Purchaser owned the Unit.

Subsequent to this six (6) month period, until a separate assessment for each Unit has occurred, each Unit Owner or its mortgagee shall, on January 1st and July 1st of each year, pay to the Board of Managers, for the purpose of paying such Unit Owner's share of the real estate taxes for the ensuing six (6) months, an amount determined by multiplying such Unit Owner's percentage of Common Interest by the aggregate real estate taxes assessed against the tax lot comprising the Property for the six (6) month time period. At the option of Sponsor, Purchasers may be required to fund at the closing of title to their Unit, their proportionate share of the funds

to be escrowed with the Board of Managers for this purpose. The Board of Managers shall keep all such funds in a separate account for the purpose of paying the real estate taxes for the Property when due. Sponsor shall also pay into this special account with respect to any Units owned by it.

At Unit Closings individual Purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax payment period within which the closing date occurs. However, Sponsor shall be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in closing of title by Purchaser. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of percentage Common Interest and adjustment on the basis of actual apportionment, it shall be made at that time.

2. Mortgage Tax Credit

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

> "In the event the proceeds of a construction mortgage were applied to construction of a unit of a condominium submitted to the provisions of this article, or in the event that a unit submitted to the provisions of this act was subject to a blanket mortgage whose proceeds were applied exclusively to payment of the construction mortgage or to capital expenditures or expenses for the development or operation of the condominium, or to purchase of land or buildings for the condominium provided that such purchase was no more than two (2) years prior to the recording of the declaration of condominium, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage taxes (except the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three of the tax law) that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the purchaser's pro-rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage."

If Sponsor has paid a mortgage recording tax for a construction loan and/or blanket mortgage on the Property and in the event that a mortgage tax credit becomes available pursuant to the above Section of the New York Real Property Law, then it is specifically understood that such credit shall inure to the benefit of the Sponsor. Accordingly, at closing, each Purchaser electing mortgage financing shall pay an amount equal to the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At closing the Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

(b) In the event the mortgage recording tax credit pursuant to Section 339-ee (2) of the New York Condominium Act is unavailable, Sponsor, at its option, may arrange, in lieu of the mortgage recording tax credit, to have its current or future lenders, as the holders of the loans encumbering the Property (hereinafter "Sponsor's Mortgages"), assign to a Purchaser's lender, a portion of Sponsor's Mortgages, in an amount equal to the mortgage loan obtained by Purchaser (the "Mortgage Assignment"). If Sponsor chooses to have its lenders deliver a Mortgage Assignment to Purchaser's lender, Sponsor will pay the costs and fees charged by Purchaser's lender, and Purchaser's lender's attorneys, as well as all applicable recording charges to effect the contemplated assignment ("Mortgage Assignment Expenses").

If, at Sponsor's option, the Mortgage Assignment is effected, Purchaser shall, in lieu of paying mortgage recording tax to the State of New York, pay Sponsor, at Closing, an amount equal to the mortgage recording tax which would otherwise have been due by Purchaser ("Mortgage Recording Tax Reimbursement"). Sponsor also reserves the right to direct Purchaser to pay, from the Mortgage Recording Tax Reimbursement, the Mortgage Assignment Expenses. It is intended that Purchaser shall not be obligated to pay or incur any expense or sum of money that it would not have paid in the event the mortgage recording tax credit was available.

The entire contents of this Paragraph "2" as well as those in Paragraph 1 above, as same may be revised or amended, shall be deemed to be incorporated into the Purchase Agreement for each Unit.

A numerical example for the costs set forth in this section of the Offering Plan for a typical Residential Unit, such as Unit 9B, with a purchase price of $1,870,000.00 and a mortgage of $1,496,000.00 are estimated as set forth below. Tax, insurance and recording rates are subject to change.

1. Title insurance for fee and mortgage, $9,285.00 ($7,692.00 fee) ($1,583.00 mortgage);

2. recording costs for deed and power of attorneys $400.00;

3. mortgage recording tax (including payment to Sponsor pertaining to mortgage tax credit, if any) $28,768.00;

4. recording cost of mortgage, partial release, UCC Termination Statement and ACRIS filings $650.00;

5. New York City Real Property Transfer Tax $27,177.35;

6. New York State Real Estate Transfer Taxes (deed stamps) $7,630.00;

7. New York State Mansion Tax $19,071.82;

8. Working Capital Fund Contribution (2 months Common Charges) $2,833.42;

9. legal fee of Sponsor's attorney (assuming the closing takes place in the office of Sponsor's attorneys, no assignment and no unauthorized delay in closing by Purchaser) $2,500.00;

10. real estate tax escrow –

For a closing occurring on January 1, 2019, 2nd half 2018/2019 real estate taxes will have been paid. Therefore, for 1st half 2019/2020 real estate taxes, due July 1, 2019, six (6) months of real estate tax escrow would be picked up. For example, for Unit 9B, this amount would be estimated at approximately $5,874.60 based upon the estimates in Schedule A for the First Year of Condominium operation. It is also noted that a January 1, 2019 closing where the 2nd half of 2018/2019 real estate taxes are paid would mean the Purchaser would have to reimburse Seller for six (6) months of real estate taxes. For Unit 9B, based upon the estimates in Schedule A for the First Year of Condominium operation, this amount would equal approximately $5,874.60.

Other fees which cannot be estimated because they pertain to events outside of Sponsor's control and/or statutory requirement include, purchaser's attorney's fee, lender's attorney's fee, possible commitment fee or loan origination fee, appraisal fee, application fee, credit check fee and monthly Common Charges prospectively from the closing date.

10. Total estimated costs for items 1 through 9 above equal approximately $104,180.19

RIGHTS AND OBLIGATIONS OF SPONSOR

No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations, the subsequent ability of the Sponsor to perform its obligations will depend upon Sponsor's financial condition at that time. In the event that Sponsor is unable to perform its obligations pursuant to the Offering Plan, Sponsor shall cease all sales activity and amend the Offering Plan to disclose its current financial condition. The amendment will also provide that Purchasers, will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter. Currently, there is no timeline for withholding or releasing additional Units onto the market. Should any of Sponsor's marketing or advertising materials concerning the Condominium refer to a percentage of Units sold, any Units that are not being offered for sale to the public at that time shall not be counted as sold for purposes of such calculation.

The project is being financed from Sponsor's own funds and construction loan financing from Shanghai Commercial Bank Ltd. (hereinafter the "Construction Lender"). The construction loan closing took place on January 23, 2015. Pursuant to the terms of the construction loan, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than minimum sales prices negotiated by the Sponsor with the Construction Lender. Sponsor represents that all of the offering prices, as set forth in Schedule A located in Part I of the Offering Plan, are above any proposed minimum sales prices negotiated by Sponsor with the Construction Lender. Further, the Construction Lender has agreed that upon the payment by Sponsor of the greater of the minimum sales or a percentage of gross or net sales proceeds from the closing of each Unit until the loan is paid in full, the Construction Lender will partially release the Unit closed from the lien of the Construction Lender's construction loan. Additionally, based upon the terms of the construction loan, the Sponsor will not have the right to lease any portion of the Property without the consent of the Construction Lender.

Sponsor makes the representations set forth below with respect to certain obligations under the Plan.

1. The Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction of the Units and Common Elements for the authorized and proper work performed and fixtures, material and equipment supplied or installed in said construction.

2. The Sponsor will diligently, expeditiously and at Sponsor's own cost, complete the construction of the Units and Common Elements substantially in accordance with the

plans and specifications described herein. If any work still remains to be done to complete such work, provided such work will not prevent the issuance of a permanent Certificate of Occupancy, Sponsor, at Sponsor's own cost and expense, will perform or cause all such work to be performed and will supply or cause all material therefor to be supplied and will pay for such work and materials and discharge or bond all mechanics' liens which may be filed as a result of the construction of the Units or Common Elements.

The Sponsor reserves the right to substitute for any of the materials or any of the construction procedures specified in either the Altered or New Building Plans, the Description of Property and Building Specifications or elsewhere in the Plan, materials which are equal to or of better quality and design and/or construction procedures which are equal to or of better custom for the industry in which the Property is located as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment and procedures described in this Plan and in the architectural plans on file, but, due to the possible unavailability of materials and supplies or for any other reason, Sponsor may substitute materials, fixtures, appliances and equipment which are Equal or Better Quality, meaning comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable, and/or construction procedures which are equal to or of better custom for the industry in which the Property is located as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. Notwithstanding the above, Sponsor remains obligated to construct the premises in accordance with the plans and specifications set forth in this Offering Plan, and Sponsor shall remain liable for any impermissible deviations therefrom.

The Sponsor also reserves the right, without altering the total amount of space contained in the Building, to change the size, interior layout and location of any Unit or the number of Units, provided such changes are made in accordance with the Section of the Plan titled "Changes in Prices or Units" herein.

The Offering Prices set forth in Schedule A must 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 is to be advertised, or is a price increase for an individual Purchaser. Prices and specified terms of sale are negotiable and the Sponsor may enter into an agreement with an individual Purchaser to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment.

Changes will be made in the size or number of Units, their respective percentage of Common Interest, or in the amount or quality of Common Elements, except as otherwise provided herein, only with the consent of all Unit Owners affected, and by amendment to the Plan and also by amendment to the Declaration if the Declaration was filed prior to such change.

Material changes to the size, layout or percentage of Common Interest of a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to the Purchaser or material changes in the amount or quality of Common Elements directly affecting or servicing a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to Purchaser shall be made only with the written consent of the Purchaser of such Unit, provided, however, that such Purchaser's consent shall only be required if the Purchaser is not then in default.

Material change to the size and material adverse change in the quality of Common Elements shall be made only with the consent of all Purchasers in contract.

3. The Sponsor, at Sponsor's sole cost and expense, will obtain, prior to the closing of a particular Unit, the issuance of a temporary or permanent Certificate of Occupancy for the Unit closed. Sponsor shall complete construction and obtain a permanent Certificate of Occupancy for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the temporary Certificate of Occupancy, as same may be renewed, replaced or extended, expires. If, at the time of closing of title to a Residential Unit Sponsor has only obtained a temporary "Class A" residential Certificate of Occupancy covering such Unit, then Sponsor shall place in escrow with its attorney an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover the cost of obtaining a permanent "Class A" residential Certificate of Occupancy covering that Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a permanent "Class A" residential Certificate of Occupancy covering such Unit or the Building. Alternatively, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond in the amount so determined. In the event that Sponsor does not obtain an architect's opinion as to the amount to be escrowed, then in such event, the Sponsor shall hold all proceeds of the Unit sale in escrow with an escrow agent until a permanent Certificate of Occupancy covering the Unit or the Building is issued.

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property 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 expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire Building, and shall exercise best efforts to obtain the PCO within such two year period while keeping the TCO current. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

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.

4. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with its operation and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred, or in connection with the sale of all of the Units held or owned by the Sponsor, except as noted in the section of the Plan titled "Unit Closing Costs and Adjustments," and will pay or have paid, except as otherwise provided in the Plan, all selling expenses of Sponsor, including, but not limited to, advertising and printing costs, architect's fees, attorneys' fees, organization costs, brokerage commissions, engineers' fees, appraisal and any surveying fees and costs.

5. The Sponsor will pay all Common Charges, real estate taxes, special Assessments and other expenses allocable to any Units owned by the Sponsor, so long as Sponsor shall continue to own the same. As set forth in Part I of the Offering Plan, however, Sponsor, where Purchaser has caused an unauthorized delay in closing of title, shall be entitled to certain reimbursement of real estate taxes, Common Charges and interest. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor's financial obligations to the Condominium will be funded from sales proceeds. If this source proves insufficient Sponsor shall seek funds from the construction lender, if any, or another lender.

Notwithstanding anything herein to the contrary, until title to all Units has been conveyed, the Sponsor or its designee as owner of any Unsold Units, may decide that all Unit Owners will, at Sponsor's or Sponsor's designee's sole option and discretion, pay in lieu of payment of each Unit's Common Charges, provided that such "in lieu" payments are less than the Common Charges then due, an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest) of the total cost necessary to operate the Condominium with the services to be provided under the

Offering Plan. In the event that Sponsor or its designee as the owner of all Unsold Units elects to have all Unit Owners make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund payments required by Sponsor's lenders; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved Budget of the Condominium.

6. Prior to the First Unit Closing, all liens affecting the Property shall be paid and satisfied or bonded or the Units being conveyed and their appurtenant Common Interest shall be released therefrom by partial release duly recorded.

7. The Sponsor will correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to materially improper workmanship or materials materially at variance with the architectural plans and specifications, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit or any Residential Unit Limited Common Element appurtenant to such Unit affected within six (6) months from the date of closing of title to such Unit or, with respect to General Common Elements, Residential Limited Common Elements, and/or Commercial Limited Common Elements affecting the Unit, that Sponsor is notified by the Board of Managers within six (6) months from the First Unit Closing. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to materially improper workmanship or material materially at variance with the architectural plans and specifications, provided it is notified of such defects in writing by the Unit Owner as to such Unit or any Residential Unit Limited Common Element appurtenant to such within one (1) year from the closing of title to such Unit or is notified by the Board of Managers with respect to General Common Elements, Residential Limited Common Elements, and/or Commercial Limited Common Elements within one (1) year after the completion of such Common Element at issue. However, nothing herein shall be construed to limit any rights which the Attorney General may have under the Martin Act, Executive Law or any other applicable law or regulation. Notwithstanding anything contained herein to the contrary, any work shall be comparable to local standards customary in the particular trade and shall be done in accordance with (i) all applicable codes, and (ii) approved plans and specifications for the Building. Sponsor, in its sole discretion, shall select the method of correcting any defect. On three (3) days' notice from Sponsor, the Board of Managers and/or the Unit Owner in question shall allow Sponsor, Sponsor's contractors and/or the Managing Agent access to

the Building or the Unit in question on any weekday which is not celebrated as a federal or state holiday to inspect and/or correct such defect.

Sponsor shall be deemed to have discharged any obligation it may have with respect to patent or latent defects, as the case may be, if (i) Sponsor is not notified within the time periods specified herein or (ii) the Board of Managers and/or the Unit Owner in question prevents Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building or the Unit in question as provided herein, or (iii) Sponsor shall have corrected the defect in accordance with the practice of the industry as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. Sponsor makes no warranties as to kitchen appliances or other appliances and mechanical equipment in the Unit, except that it will assign to the Purchaser any manufacturer's warranties thereon and any manufacturer's warranties existing for other items in Purchaser's Unit to the extent same are assignable.

Notwithstanding the foregoing, Sponsor will not be responsible for correcting or repairing any latent defects of construction or defects in the installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen, or others, are assigned to the Board of Managers or Unit Owners. **In addition, in no event shall the Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal settling or shifting of the Building; (ii) for defects of an insubstantial nature, such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, nail pops, ridging and cracking on sheet rock walls, lumber shrinkage, door sticking or window sticking due to weather, door warpage, scratches in Formica or porcelain surfaces, bath and kitchen tile grouting, adjustment of any bi-fold or sliding doors, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation between base and floor, (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, (iv) variations in any floor levels, (v) ceiling imperfections, (vi) minor painting defects, (vii) alignment of bathroom finishes, (viii) air infiltration from windows, (ix) normal plumbing system, heating system and air conditioning system noises, (x) normal floor noises and creaking, (xi) carpet or floor discoloring or stretching, (xii) variations in width, length or tone of wood floor strips, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, (xiii) repair of chips, scratches, marks, breaks or other defects in windows and window sashes, sliding glass doors, shower doors, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, ceramic tile, marble floors, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets and flooring, (xiv) subsequent to the Unit Closing, paint touch-ups, repairs of dented appliances, or replacement of fluorescent light ballasts, (xv) cracks or variations in tone, finish or color of any marble, granite**

or stone used in kitchens or bathrooms or cracks, variations in tone, finish or color of vanity tops or other marble, granite or stone aggregate surfaces, (xvi) salting or color variation in exterior colored mortar and deep colored brick, (xvii) ponding and/or controlled drainage on the roof surface, or (xviii) cracks in any pressure treated wood or redwood used or intended for use outside the Building. Sponsor shall be obligated to repair only abnormally chipped stone, Formica and porcelain surfaces, which repair shall be made by grinding the stone, filling the Formica or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, Formica or porcelain surfaces.

The Housing Merchant Implied Warranty Law (GBL Article 36-B) does not apply to this Offering of the Units and/or the Property.

Except as expressly set forth herein, Sponsor has no obligation to correct or repair any other defect or conditions in the Units, Common Elements or the Building and all other installations, apparatus, fixtures and appurtenances. The foregoing sets forth the entire obligation of Sponsor to correct any defects and none other shall be implied. Sponsor shall have no obligation to repair or replace any defect resulting from the failure by the appropriate Unit Owner or the Board of Managers to properly service or maintain a particular item or items. Additionally, Sponsor shall have no obligation to repair or replace any defect resulting directly or indirectly from work done by any individual or entity retained by the Board of Managers or any Unit Owner(s).

Notwithstanding any provision to the contrary herein, Sponsor shall not be obligated to correct, and shall not be liable to any Purchaser as a result of, (i) any insubstantial variations from the plans and specifications or the description of the Building or a Unit set forth in the Offering Plan or (ii) variations from the plans and specifications or description of the Building or a Unit set forth in the Offering Plan which are neither in violation of applicable building codes, nor require approval of any governmental authority having jurisdiction, provided such variations are of substantially equal or better quality.

With regard to any model Unit, which Unit or Units ("Model Unit") shall be designated by Sponsor in Sponsor's sole and absolute discretion, shall be delivered by Sponsor to a Purchaser in "AS IS" condition, including but not limited to normal wear and tear. Sponsor shall have no further obligations with regard to any Model Unit. Sponsor shall be under no obligation to repaint or repair anything in a Model Unit, including but not limited to, refinishing the floors in a Model Unit, repairing any appliance in a Model Unit or painting any room in a Model Unit.

8. The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the First Unit Closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other

acts over which the Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make as of the First Unit Closing.

As set forth in the section of the Plan titled "Effective Date," in the event casualty which cannot be repaired for cost of less than an amount equalling one half of one percent (.5%) of the Total Purchase Price set forth on the front cover of the Plan (as estimated by an insurance adjuster retained by Sponsor), occurs prior to the First Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such case all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

In the event the Sponsor elects to repair and restore the damage to the Building from a casualty occurring before the First Unit Closing, or if the casualty occurs after the First Unit Closing, but before the closing of a damaged Unit, then the following shall be applicable: The Purchase Agreements for all Units, other than "Affected Units" (as previously defined in the section of the Plan titled "Terms of Sale"), shall remain in full force and effect and the Purchasers thereunder shall pay the full purchase price at the closing. Such Purchasers shall not be entitled to adjourn the closing nor be allowed any abatement in the purchase price, nor credit against same, nor retain (in escrow or otherwise) any portion of such purchase price pending restoration and repair of the damage to the Building and the Affected Units.

Except as provided in the next paragraph, a Purchaser of an Affected Unit shall not be required to pay the balance due under the Purchase Agreement unless and until (i) the damage to his or her Affected Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty and (ii) his or her essential services (such as gas, electricity or heat) and a reasonable means of ingress and egress to the street have been restored.

Notwithstanding the foregoing, if the Purchaser is given possession of the Affected Unit under an Interim Use and Occupancy Agreement or otherwise prior to the casualty, such Purchaser shall assume the risk of loss to the Unit and the obligation to repair the damage, unless the cause of such loss originated outside his or her Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his or her failure to repair the damage shall not excuse him or her from paying the balance due under his or her Purchase Agreement and accepting title to the Unit.

The Sponsor and/or the Condominium will in no event be liable to Purchasers under this Plan, and the Sponsor will not be liable to the Condominium in the event of any delay in repairing the damage.

9. Sponsor shall deliver to The Board of Managers a set of final architectural plans upon completion of the project and, to the extent they exist and are available, any maintenance manuals for the mechanical systems and equipment in the Building.

10. Sponsor shall procure on behalf of and at the expense of the Condominium, prior to the First Unit Closing, the insurance policy(ies) provided for in Schedule B of Part I of the Plan.

11. Sponsor shall be obligated to defend any suits or proceedings arising out of its acts or omissions, and shall be obligated to indemnify the Board of Managers and the Unit Owners against any such suits or proceedings.

Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims (i) as to any Unit arising out of any occurrence taking place on or after the earlier of the closing of title to such Unit or the leasing thereof to, or at the direction of, any Purchaser, or (ii) as to the Common Elements, arising out of any occurrence taking place on or after the date of the recording of the Declaration, except suits, proceedings or claims arising out of acts or omissions of Sponsor or representations made by Sponsor in the Offering Plan. Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims arising out of any occurrence which was prior to the date of the First Unit Closing except suits, proceedings or claims arising out of acts or omissions of Sponsor.

Sponsor's representations under the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

12. Sponsor shall keep copies of the Plan, Exhibits and documents referred to in the Plan on file at Sponsor's offices for six (6) years from the date the Declaration is recorded.

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

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

15. During the time the principal of the Sponsor controls the Board, it is within its sole power to enforce the obligations of the Sponsor pursuant to the Plan and pertaining to the Common Elements. Therefore, Sponsor agrees that during such 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.

16. Although it is the intent of Sponsor to sell all of the Residential Units, the Sponsor, its successors, assigns or designees, may offer all or any Unsold Units, for lease to contract vendees prior to or after Consummation of the Plan pursuant to Interim Use and Occupancy Agreements or to non-interim lessees after Consummation of the Plan. Purchasers of any such leased Units will be purchasing Units that have been previously occupied. Sponsor will notify purchasers of Units that have been previously occupied prior to the execution of a Purchase Agreement of such occupancy and will set forth the condition in which such Unit will be delivered (including outstanding warranties, if any.) There shall be no obligation of Sponsor or any other offeror of such Unit to decorate, refurbish or in any way repair such Unit.

    Additionally, all of the Storage Room Licenses are intended to be sold in accordance with this Plan at the prices noted in Schedule A-1 located in Part I of the Offering Plan.

    Since there are only twenty-six (26) Storage Room Licenses being offered for sale, Sponsor is hereby reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses will be sold to an individual purchaser.

    Sponsor has also reserved the right to reconfigure, change, combine, relocate and/or modify any or all of the individual Storage Rooms in its sole discretion in order to sell and/or assign any of the Storage Room Licenses and in order to increase the number of Storage Rooms. Sponsor shall determine the total number of Storage Rooms prior to the issuance of the permanent certificate of occupancy for the Building.

17. At the closing of title to a Unit, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed within such Unit. The Board of Managers shall simultaneously execute and deliver to the Purchaser of such Unit an authorization to enforce such warranties on its behalf. At the First Unit Closing, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed in Common Elements. A copy of any manufacturer's warranties, to the extent available, will be delivered to the Board of Managers at the First Unit Closing or promptly thereafter.

18. Sponsor and its designee(s) shall have the right, while Sponsor or its designee owns at least one Unsold Unit but in no event later than the fifth (5th) anniversary of the First

Unit Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units). Such activities will result in excess traffic and noise in the Building, and may interfere with owner-occupants' enjoyment of the Building.

Each of the obligations of the Sponsor contained in this section shall be enforceable by any Unit Owner as to his Unit or the Board of Managers on behalf of the Unit Owners as to Common Elements. The representations contained in paragraphs 1 through 18 of this section shall survive delivery of the deed. Sponsor makes no other representation or warranties except as provided above. However, nothing herein shall be construed to limit any rights which Purchasers may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and the Offering Plan.

Sponsor's Rights of Access

(a) General

As a condition of sales of Units pursuant to this Plan, 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, Common Elements and Limited Common Elements consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder.

(b) Examples of Specific Easements and Rights of Access Reserved by Sponsor

Without in any way limiting the generality of rights reserved in Paragraph "a" above, such rights reserved to Sponsor and its designee(s) specifically include the following:

1) The right to maintain any vacant and Unsold Unit(s) as general, construction and sales and leasing office(s) and/or Model Residential Unit(s) and to maintain personnel at the Property, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection by and display of vacant or leased Units, as well as all Common Elements and Limited Common Elements, to prospective purchasers or lessees;

2) Right of access in and to Units, Common Elements and Limited Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing (including but not limited to garbage collection) and similar work;

3) Right to show vacant or leased Units;

4) Utility and other easements for the benefit of Unit Owners, Common Elements and Limited Common Elements.

Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor shall exercise all rights of access so as to limit, to the extent practicable, unnecessary interference with use of the Property by Unit Owners. Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor agrees to repair damage directly attributable to and caused by Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor or its agents as a result of exercising such rights of access.

Sponsor's Right to Perform Alterations

Sponsor (and its successors, assigns and designees) shall have the right to alter any Unit, Common Element or Limited Common Element subject to filed amended plans and/or specifications, and consistent with the terms of this Plan.

Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use Building electricity, water and other utility services and facilities; (vi) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, upon reasonable notice to affected Unit Owners, unless such access is needed in an emergency, in which case no notice is required and (vii) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

CONTROL BY SPONSOR

Title to all Units which have not been sold by the time of the First Unit Closing will remain with the Sponsor or its designee(s) until such Units shall thereafter be sold to bona fide purchasers. Such sales do not require a right of first refusal to the Board of Managers. Until the first annual meeting of the Condominium, the Board of Managers shall consist of three (3) persons designated by Sponsor. Accordingly, until such first annual meeting, Sponsor will have absolute voting control of the Board of Managers and will thus have control of maintenance, facilities and services to be provided, as well as determining the Common Charges to be paid by Unit Owners. Notwithstanding the above to the contrary, Sponsor, while it maintains voting control of the Board of Managers, will provide levels of maintenance, facilities and services consistent with those set forth in "Schedule B, Project Budget For First Year of Condominium Operating Commencing January 1, 2019."

So long as the Sponsor or a Sponsor-designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect at least four (4) of the seven (7) members of the Board of Managers and in any event a majority of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one Unit, whether a Residential Unit or a Commercial Unit, but less than ten percent (10%) in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect no more than three (3) of the seven (7) members of the Board of Managers and in any event the right to designate or elect a number of members of the Board which equals one (1) less than a majority of the Board. Sponsor shall relinquish voting control of the Board of Managers upon the earlier of (i) the transfer of title to Residential Units, the percentage Common Interest of which, in the aggregate, equals at least ninety percent (90%) or (ii) five (5) years after the First Unit Closing. However, Sponsor will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of seven (7) managers, within thirty (30) days after the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all the Units have been conveyed to Unit Purchasers; (ii) the closing of title to Residential Units whose percentage of Common Interest equals, in the aggregate, at least ninety (90%) percent or (iii) two (2) years after the First Unit Closing. It is not a requirement of the Sponsor to surrender a certain number of seats on the Board of Managers at the annual meeting of the Unit Owners. It is not a requirement of the Sponsor to surrender a certain number of seats on the Board of Managers at the first annual meeting of the Unit Owners. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units to elect a majority of members to the Board of Managers, but subsequent to its relinquishing voting control of the Board of Managers, Sponsor will not use such vote to elect a particular individual to the Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board. Likewise, non-Sponsor Unit Owners will vote the percentage of Common Interests allocated to their Units, but this does not guarantee a certain number of non-Sponsor members of the Board of Managers. Commercial Unit Owner shall not have any designation rights as to

members of the Board of Managers. Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

As long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to (a) any contingency fund and/or capital replacement reserve provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4.00%) of the budgeted expenses of the Condominium, and (b) Sponsor will consent to replacements to the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B of the Offering Plan and as required by Federal Housing Administration ("FHA") and Fannie Mae guidelines to the extent that the aggregate amount of such funds does not exceed 10.00% of the budgeted expenses of the Condominium, but subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage 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) increase the number or change the type of employees from that described in Schedule B of the Offering Plan or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan, unless the annual cost of all other services being provided is no greater than the total cost of those provided for in Schedule B. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent, (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with: the offer and sale or leasing of Units at the Property; the operations of sales or leasing offices at the Property; actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor to comply with applicable laws in construction, renovations or repair of Units. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer.

Members of the Board of Managers will serve without compensation. All officers of the Condominium shall also serve without compensation. Sponsor represents that for as long as it or any of its designees are members of the Board of Managers neither it nor any of its designees

will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee or the Commercial Unit Owner, a member of the Board of Managers 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%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or the Commercial Unit Owner may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units and/or the Commercial Unit Owner) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Commercial Unit Owner, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

An officer may be removed, with or without cause, by an affirmative vote of a majority of the members of the Board of Managers.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sale or Lease of Unit

Each Unit Owner is free to sell or lease his Unit, except that a Residential Unit Owner must first give to the Board of Managers, on behalf of all other Unit Owners, an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered by the proposed purchaser or lessee, as more specifically provided for in Article VIII, Section 1 of the By-Laws of the Condominium. Any such lease of a Residential Unit shall be substantially in the form for apartment leases prepared by Julius Blumberg, Inc., or the Real Estate Board of New York, Inc., except as otherwise provided in the By-Laws and except for such changes thereto as are recommended by counsel to the Board of Managers.

Notwithstanding the foregoing, the Sponsor, its designee, the Commercial Unit Owner, or a mortgagee acquiring title to a Unit in foreclosure or by deed in lieu of foreclosure, shall have the right to sell or lease Units owned by the Sponsor, its designee, the Commercial Unit Owner or such mortgagee without any requirement that the same be offered to the Board of Managers prior to such sale or lease as required pursuant to the aforementioned Article and Section of the By-Laws. The Board of Managers shall be required to cooperate in providing appropriate physical access to any such Unit and related Common Elements, as well as all financial information regarding same.

The Sponsor also hereby reserves the right to lease a Unit to the Purchaser of said Unit prior to the conveyance of title. In addition, Sponsor reserves the right to lease Units to non-purchasers without limitation as to the rental to be charged therefor except such rents shall not be in violation of any applicable law. If, in fact, prior to the sale of a Unit, the Sponsor leases such Unit to any person or entity who does not purchase, the initial purchaser thereof will be purchasing a Unit that has been previously occupied. In all such cases Sponsor will deliver title to such Units at closing free and clear of any tenancy or occupancy. No amount paid as either rent or security under the lease will be credited towards the purchase price. Sponsor also reserves the right to use license agreements in lieu of or in addition to the leases.

With regard to a Storage Room License, the following restrictions apply. A Storage Room License may only be assigned to another Residential Unit Owner or simultaneously by such Unit Owner to a purchaser of the Residential Unit. In the event a Residential Unit Owner elects to terminate a License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room License in question will devolve to the Board of Managers which will have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only rent their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto which consent shall not be unreasonably withheld and/or delayed. With regard to Storage Rooms held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor designee may assign and/or rent its Storage Rooms to residents or non-residents in its

sole discretion without charge and without the consent of the Board of Managers of the Condominium.

Each purchasing Unit Owner, at the closing of title to his or her Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney," designating the Board of Managers and their successors, as his or her attorneys in fact, coupled with an Interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners.

Each Conveyance of Unit by a Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's: (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit, other than mortgages placed on such Unit in compliance with the By-Laws, are paid and satisfied at or prior to closing.

The Condominium Board may not discriminate against any person for a reason proscribed by the laws of the State of New York.

A Unit Owner may, without restriction, make a gift of his Unit to anyone during his lifetime, to devise such Unit by will or to pass same by intestacy.

No residential lease shall be entered into by Sponsor having a commencement date which is prior to the issuance of a temporary or permanent Certificate of Occupancy for the Building, or, alternatively, the issuance of a temporary Certificate of Occupancy for the Unit which permits lawful use of the leased Unit.

With the exception of the Commercial Unit, no portion of a Unit other than the entire Unit may be leased.

The Board of Managers shall have the authority to promulgate additional rules regarding use of, and access to, the Storage Rooms and the procedures for assigning the Storage Room Licenses. As part of the sale of his Unit, or with regard to the sale of a Storage Room License to another Residential Unit Owner, a Residential Unit Owner may transfer the Storage Room License to the Board of Managers which shall be authorized to reissue such Storage Room License to the new Residential Unit Owner or another Residential Unit Owner for such consideration as required by such sale. Any Residential Unit Owner assigned a Storage Room in the Building will be required to execute a Storage Room License governing the use of the Storage Room. A copy of the Storage Room License to be executed at Closing is set forth as Exhibit "B" to the Purchase Agreement which is included in Part II of the Offering Plan. The Storage Rooms are located on the cellar level of the Building and the Sponsor and the Board cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage

to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Mortgage of Units

As stated in Article VIII, Section 11 of the Condominium's By-Laws, each Unit Owner is free to mortgage his Unit, provided that any mortgage encumbering a Residential Unit shall be a first mortgage or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, the Sponsor, Sponsor-designee, or to the Seller of such Unit(s). Purchasers pursuant to this Plan, however, if they seek mortgage financing, shall be required to follow procedures set forth in the Offering Plan and Purchase Agreement, if any. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. The Sponsor, its designee and/or the Commercial Unit Owner may encumber his Unit with a mortgage or mortgages without being subject to the aforementioned restrictions. Such restrictions also do not apply to Unsold Units. Sponsor makes no representations as to Federal Housing Administration ("FHA") or Fannie Mae Mortgage requirements, which are subject to change at any time, and which Purchasers are encouraged to discuss with Purchaser's attorneys prior to entering in a Purchase Agreement. NOTWITHSTANDING THE FOREGOING, IF ANY INITIAL PURCHASER WHO PURCHASES PURSUANT TO THIS OFFERING PLAN SEEKS MORTGAGE FINANCING, SUCH PURCHASER SHALL BE REQUIRED TO FOLLOW THE PROCEDURES FOR MORTGAGE FINANCING SET FORTH IN THE OFFERING PLAN AND THE PURCHASE AGREEMENT, IF ANY. Prior to or simultaneously with the closing of any mortgage transaction, the Unit Owner must satisfy all arrearage for any unpaid Common Charges and assessments owed by such Unit Owner and discharge any liens therefor.

Sponsor reserves the right, through itself, an affiliate and/or a Sponsor-designee, to offer financing to purchasers. As of the date of filing of the Plan, however, Sponsor does not intend to offer such financing.

Easements and Right of Access

Each Unit Owner shall have an easement in common with the Owners of other Units to use and maintain all pipes, ducts, cables, wires, conduits, public utility lines or other Common Elements located in other Units and serving his Unit. In addition, each Unit Owner shall have an easement for the continuance of any encroachment by the Unit on any adjoining Unit or on any Common Element, now existing or which may come into existence hereafter as a result of the

settling or shifting of the Building, or as a result of restoration of the Building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or by reason of any alteration made by the Board of Managers to the Common Elements so that any such encroachment may remain undisturbed so long as the Building stands. The Board of Managers, through a designated manager, managing agent, or their employees or other designee shall have a right of access to each Unit to inspect and make repairs to the Unit to prevent damage to the Common Elements, Limited Common Elements or any other Unit.

Use of Units

The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitee shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partners, member, fiduciary, beneficiary, principal of employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of any of the foregoing.

The Commercial Unit may be used for commercial purposes, including, but not limited to, retail or restaurant uses, or for any other lawful purpose. The Owner of the Commercial Unit and any tenant or tenants of such Unit pursuant to the terms of any leasing pertaining thereto, shall have the right, without charge or limitation, to install, repair and maintain either within or

in the immediate location of such Unit below the windows at the second floor level and on the sidewalks adjacent to the Commercial Unit's entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes and shall have an easement to use any adjacent sidewalk in conjunction with its use of the Unit to the extent permitted by law. Additionally, the Commercial Unit Owner and any tenant or tenants thereof, shall have the right, and an easement, without charge or limitation, to erect or install, repair and maintain, a canopy, awning and/or automatic teller machine ("ATM") at any entrance to the Building which services the Commercial Unit, or in the immediate location of the Commercial Unit, without prior written consent of the Board of Managers. Such Unit Owner and any tenant of space in the Commercial Unit shall comply with all the laws, orders, rules and regulations of the governmental authorities having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or its tenant(s) shall obtain and pay for all permits required for such signs, canopies, awnings and/or ATM, and any necessary renewal fees to the extent they are applicable to such installations.

The Commercial Unit Owner shall also have the right without consent of the Board of Managers, charge or limitation, to install, repair and maintain window protection devices. Such Unit Owner and any tenant of space in the Commercial Unit shall comply with all the laws, orders, rules and regulations of the governmental authorities having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. Such Unit Owner or their tenants shall obtain and pay for all permits required for such installation and any necessary renewal fees.

Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit therein or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale," "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one or more vacant and unsold Units in the Building as a sales office and/or model Unit(s). Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

No group tour or exhibition of any Residential Unit or its contents shall be conducted nor shall any auction sale be held in any Residential Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

Unless expressly authorized by the Board of Managers in each instance, not less than eighty percent (80%) of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Commercial Unit, be colored or painted. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit, unless otherwise required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused at the sole discretion of the Board of Managers, nor shall anything be projected out of any window of any Residential Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit.

No exterior of any Residential Unit, including the roof terraces or the windows or doors thereof, patios, if any, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

Plantings on any private terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches (2") from the balcony or terrace surface, and, if adjoining a wall, at least three inches (3") from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plantings may be contained in masonry or hollow tile walls which shall be at least three (3") inches from the wall, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such private terrace, but shall stand on supports at least two inches (2") above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage on any private terrace by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers.

No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Residential Unit Owner. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements, which are not limited to the exclusive use of a specific Residential Unit Owner. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his Unit or to add an additional lock, provided that such lock conforms in color with the other lock or locks and a copy of the new key is provided to the Board of Managers.

No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight 12:00 A.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

Each Unit Owner shall keep his 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 of a Unit, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows or open terraces or placed upon the window sills of the Building.

Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Each Unit Owner shall comply with all requirements of law and regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "nonrecyclable" materials. The Board of Managers may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any

costs incurred by the Board of Managers in the enforcement against the Unit Owner of recycling requirements imposed by law or by the Board of Managers, including, (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any government agency shall be payable by the Unit Owner as additional Common Charges.

Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

Except for Units owned by Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. However, notwithstanding the above, no Unit Owner shall be permitted to have a pit bull terrier or similar type dog which has shown vicious propensities without express prior written permission of the Board of Managers. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial or satellite dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any heating, electrical or mechanical equipment area without the express permission of the Board of Managers.

All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit, except that the Owner of the Commercial Unit may install and use extra equipment in the risers and conduits servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the written consent of the Board of Managers.

Except as provided above, the Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

Any damage to the Building or equipment caused by Unit Owners, Unit Owner's family members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon, except if a use of the Commercial Unit shall increase the rate of hazard and liability insurance for such area and improvements situated thereon, the Owner of the Commercial Unit shall pay the increase.

Except as otherwise provided for in the Condominium Declaration and/or By-Laws, the sidewalks, entrances, passages, public halls, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

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. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

There shall be no playing or lounging in the entrances, passages, public halls, corridors, stairways of the Building, except in recreational areas, if any, or other areas designated as such in the Declaration or by the Board of Managers.

The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

Nothing shall be done or kept in any Residential Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law.

The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

The Board of Managers or the Managing Agent shall retain a pass-key to each Residential Unit. No Residential Unit Owner shall change any lock on any door leading into his Residential Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit promptly after such Unit Owner moves into his Unit, then Sponsor shall be automatically released from any

obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Residential Unit for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

The use of (i) the public or common outdoor roof terraces at the main roof or 2nd floor of the Building, together with the open air outdoor pool, pool equipment room and men's and women's locker rooms located at the 2nd floor, (ii) the residential Storage Rooms located at the cellar level of the Building, (iii) the Play Room located at the 2nd floor, and (iv) residential storage/bike room and common laundry room located at the cellar level of the Building, by any of the Residential Unit Owners shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion.

The use of the gym/fitness room on the 2nd floor of the Building, including any and all exercise and/or gym equipment located therein, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any exercise and/or gym equipment.

Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further,

any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (1) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.

Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the main roofs of the Building.

When leaving the Residential Unit for extended periods of time, Residential Unit Owners and their respective family members, guests, domestic employees, agents, visitors, or licensees shall keep the Residential Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Residential Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Residential Unit Owner's or their respective family members', guests', domestic employees', agents', visitors' or licensees' failure to abide by the provisions of this paragraph shall be borne solely by the Owner of such Residential Unit causing the damage.

At such Unit Owner's sole cost and expense, a Unit Owner who has the exclusive use of a private roof terrace, shall be subject to the following obligations with regard to any and all landscaping located on or separating said roof terrace from other private roof terraces and/or the common roof terrace at the Building:

i. The Unit Owner shall maintain all screen planting, including the fertilization and pest control thereof;
ii. All dead plants shall be replaced as soon as the planting season allows (Fall and Spring – the Unit Owner is responsible to check applicable Fall planting hazard list for those plants that can only safely be planted in Spring). New plants must match original specifications, including genus, species and size, as existed on the date of closing of title to the Unit. The approved list of existing plants will be on file with Managing Agent;
iii. Any changes to the planting design must be reviewed and approved in writing by the Board of Managers;
iv. All plants must be maintained in good health throughout the year;
v. Soil depth may not be increased, nor may it be piled against any privacy fencing;
vi. Plants may not be trimmed, pruned, or shaped to diminish screening and visual separation between terraces without the consent of Managing Agent;
vii. Trees that suffer storm damage shall be assessed by an arborist for recommendations regarding replacement or compensatory pruning to maintain screening capacity and optimal plant health;

viii. Shrubs that suffer storm damage shall be assessed by a qualified horticulture professional and replaced or pruned to maintain screening capacity and optimal plant health;

ix. Increasing the height of privacy fences is strictly prohibited by law (Landmarks Preservation Commission).

The Rules and Regulations of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit unless agreed to by Sponsor or a Sponsor-designee, as the case may be, or to the Commercial Unit or the Commercial Unit Owner unless agreed to by the Commercial Unit Owner.

Determination of and Liens for Nonpayment of Common Charges

Each Unit Owner shall have an obligation to pay Common Charges, Assessments and Special Assessments or other expenses when due. Common Charges for each Unit which shall include "Shared Expenses" and either "Residential Common Expenses" attributable to the Residential Units only, or "Commercial Common Expenses" attributable to the Commercial Unit only, as set forth in "Schedule B, Projected Budget For First Year Of Condominium Operation Beginning January 1, 2019" herein and further defined in the footnotes thereto, and shall be determined by multiplying that Unit's Contributing Share by the total annual net expenses incurred or anticipated to be incurred for those items listed in Schedule B herein, together with the expense of any special repairs, major capital improvements or other expenses deemed by the Board of Managers to be a part of the Common Expenses and to be paid as Common Charges, all in accordance with Article VI, Section 1 of the By-Laws of the Condominium. Common Charges will be established on an annual basis and be paid in equal monthly installments, due and payable on the first day of each month. The Board of Managers may, in accordance with Article VI, Section 1 of the By-Laws, impose Assessments as it deems necessary, to meet unanticipated or extraordinary expenses, including, but not limited to, expenses incurred for major capital improvements. The Assessment to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable. A Special Assessment with respect to repair or reconstruction after a fire or other casualty, as set forth in Article VI, Section 3 of the By-Laws, is also determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any reserve fund or Assessment for the repair, maintenance and/or replacement of the Residential Limited Common Elements or Residential Unit Limited Common Elements.

Under the provisions of Section 339-z of the Real Property Law of the State of New York, 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. Such lien will be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on a first mortgage of record

thereon. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of notice thereof in the Register of the City of New York, County of New York and until all sums secured thereby with the interest thereon 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 may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the 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 foreclosing the lien.

On July 22, 1998 the Governor of the State of New York signed Real Property Law Section 339-kk, allowing a condominium's Board of Managers the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if the Non-Occupying Unit Owner is not current on his or her common charges, assessments or late fees. In order to collect rents directly from the Tenant, the Unit Owner must fail to make the payment of Common Charges, Assessments or late fees within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and Unit Owner providing that, commencing immediately and until such time as all payments for all Common Charges, Assessments or late fees are made current, all rental payments are to be made directly to the Condominium Association at the address provided in the notice. Once all Common Charges, Assessments or late fees are current, the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such and that thereafter all future rental payments should be made to the Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present its supporting facts at the next scheduled Board meeting (which must be held within 30 days of the Board receiving notice of contest). Section 339-kk also allows the Board the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Upon the failure of a Unit Owner to pay Common Charges for the Unit within fifteen days of the same becoming due and payable, the Board of Managers shall have the right to place a lien against the Unit Owner's Unit for the unpaid Common Charges as set forth above. Failure of the Board of Managers to place such a lien shall not constitute a waiver of the right to do so at a later date or with respect to a subsequent failure to pay within the designated time.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer, or other conveyance made by him of his Unit, with appurtenant Common Elements, in accordance with the Declaration and By-Laws.

All Unit Owners shall be required to comply with the Declaration, By-Laws, Rules and Regulations of the Condominium and with any other requirements duly imposed by the Board of Managers pursuant to the authority granted to them. The Board of Managers shall have the power to impose appropriate sanctions where a Unit Owner is in default. Such sanctions include placing a lien against the Unit Owner's Unit, instituting foreclosure proceedings and filing suit against a Unit Owner.

Repairs

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except painting the exterior side of a Unit entrance door), windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning units together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning equipment or other mechanical equipment.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) in the event there is more than one (1) Commercial Unit, by the Board of Managers as a Commercial Common Expense, if such Limited Common Elements is a Commercial Limited Common Element for the exclusive use of two or more Commercial Unit Owners and whether or not that it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, repairs that are not caused by the acts or omissions of a Commercial Unit Owner, having direct and exclusive access thereto), or (iii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense the individual Unit Owner whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements,

or (v) at the election of the Board of Managers, by either the Board of Managers or the individual Unit Owner or Unit Owners, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's or Unit Owners' negligence, misuse or neglect. The City of New York has no responsibility to maintain the Common Elements of the Condominium. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of or at the sides of the Building or at the second floor of the Building shall be a Residential Common Expense.

Additions, Alterations and Improvements

A non-structural alteration to a Residential Unit or the Commercial Unit that does not affect the exterior of the Building or the value of other Units may be made by any Residential Unit Owner or the Commercial Unit Owner without consent of the Board of Managers. Notwithstanding the above to the contrary, Sponsor or its designee or the Commercial Unit Owner with respect to the Commercial Unit may also make structural alterations in any Unit owned by it, including the Commercial Unit, without prior consent of the Board of Managers. No Unit Owner other than the Sponsor or its designee as a holder of Unsold Units or the Commercial Unit Owner may make a non-structural or structural alteration which affects the exterior of the Building or the value of other Units without prior written approval of the Board of Managers. The Sponsor or its designee or the Commercial Unit Owner needs no such consent for any of their Units. No Unit Owner other than the Sponsor, or its designee, as a holder of Unsold Units or the Commercial Unit Owner, may make a structural alteration in a Unit, without the prior written approval of the Board of Managers. The Sponsor, or its designee or the Commercial Unit Owner needs no such consent for any of their Units. Any approval, if granted, shall provide that such alteration shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (a certificate for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such addition in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration. Such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration. Such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect/engineer consulted in connection with the request by a Unit Owner for approval of a structural alteration.

The Board of Managers and/or the manager or managing agent shall have a right of access to any Unit for the purpose of inspection, making any repairs or replacements to any of the Common Elements or Limited Common Elements contained in such Unit or elsewhere in the Building, remedying any condition which would result in damage to any other Unit or to the

Common Elements or Limited Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by the By-Laws.

Insurance

The insurance policies obtained by the Board of Managers shall provide that each Unit Owner shall be an additional insured. These policies shall provide fire and casualty insurance for the Building, liability insurance, Board of Managers' and officers' liability coverage and Workers Compensation and New York State Disability insurance. The specific amounts of coverage other than Workers' Compensation and New York Disability Insurance are noted in footnote numbered 12 in the section titled "Schedule B" located in Part I of the Offering Plan.

The insurance coverage does not include any coverage for losses either due to fire, theft or other casualty to the personal property of a Unit Owner contained within the Unit or a Limited Common Element or the cost of living elsewhere if a Unit is greatly damaged. Nor does it include liability coverage for a Unit Owner for occurrences within a Unit or a Limited Common Element appurtenant to a particular Unit. Unit Owners should consult their insurance agent as to the availability of this insurance and any additional coverage which might be recommended.

Miscellaneous

In certain instances the Sponsor or its designee as the holder of Unsold Units and/or the Commercial Unit Owner, are not required to obtain the approval of the Board of Managers or meet requirements imposed upon other Unit Owners. Included among these are the right to use Units as models and display "For Sale," "For Rent" or "For Lease" signs, or similar signs, the right to transfer or lease a Unit without offering the Board of Managers the right of first refusal, the right to alter a Unit without obtaining the prior consent of the Board of Managers, but only in accordance with the other terms of this Plan, and the right to amend the Declaration without a vote for the sole purpose of filing the Floor Plans as required by Section 339-p of the Real Property Law. For as long as the Sponsor or its designee owns title to one or more Units, and in the case of the Commercial Unit Owner, the Rules and Regulations of the Condominium, By-Laws or Declaration may not be amended in a manner which would, in the sole discretion of Sponsor or its designee, or in some cases the Commercial Unit Owner, adversely affect the Sponsor or its designee or the Commercial Unit Owner in any way, unless the Sponsor or its designee or the Commercial Unit Owner gives its written consent to such an amendment.

RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS AND SUMMARY OF BY-LAWS

Principal provisions of the By-Laws are summarized herein. It is suggested that Purchasers make reference to the full By-Laws, a copy of which is set forth in Part II of the 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 not less than three and not more than seven persons. The Unit Owners shall hold annual meetings and at each such meeting they shall elect members of the Board of Managers. 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 except that, when voting for the election of members of the Condominium Board, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one or more members to be elected. If Units are owned by more than one person or entity as joint tenants, tenants by the entirety or as tenants in common, the persons or entities owning said Unit shall agree among themselves and cast the votes for their Unit.

The Board of Managers of the Condominium for the period terminating upon the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all of the Units have been conveyed to Unit Purchasers; (ii) the closing of title to Residential Units whose percentage of Common Interest equals, in the aggregate, at least ninety percent (90%) or (iii) two (2) years after the First Unit Closing, shall be selected by the Sponsor. During this period the Board of Managers will consist of three (3) individuals designated by Sponsor. The three individuals designated by Sponsor will be Kent Cheng, Bill Cheng and Lillian Cheng, all of whom are employees of the Sponsor and/or affiliates of Sponsor and therefore related to Sponsor. These individuals will resign as board members upon the termination of the aforesaid period and the Sponsor will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of seven (7) Managers, within thirty (30) days after the expiration of the aforementioned period. Thereafter, elections to the Condominium Board will be held at the regular annual meeting of Unit Owners. The calling of the first annual meeting to elect a Condominium Board does not require Sponsor to surrender control of the Board. Sponsor control provisions are set forth in the next paragraph. The annual meetings shall be held on or about the anniversary of the date of the first annual meeting. A special meeting of the Unit Owners shall be called by the President of the Condominium as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

Each of the members of the seven (7) 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 designated or elected by the

Sponsor, to be eligible for election, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee or the Commercial Unit Owner, Managers 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%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or the Commercial Unit Owner may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units and/or the Commercial Unit Owner) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Commercial Unit Owner, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

As long as the Sponsor or a Sponsor designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to elect or designate at least four (4) of seven (7) members of the Board of Managers or in any event a majority of the members of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one (1) Unit but less than ten percent (10%) in Common Interest allocated to the Residential Units, the Sponsor or Sponsor-designee shall have the right to elect or designate no more than three (3) of the seven (7) members of the Board of Managers and in any event the right to elect or designate a number of members of the Board which equals one (1) less than a majority of the Board. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Residential Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so. Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in the event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. The Unit Owners may transact such other business at such meetings as may properly come before them. All members of the Board of Managers shall serve without compensation, and the Sponsor represents that, for as long as it or any of its designees are members of the Board of Managers, neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, including but not limited to, determination of the Common Charges, including the Shared Expenses to be paid by the Commercial Unit Owner, adoption of

rules and regulations covering the details of the Property, opening of bank accounts, purchasing, leasing or otherwise acquiring Units, selling, leasing or mortgaging of Units owned by the Board of Managers and generally managing or supervising the Condominium property as provided in the Declaration and By-Laws. The Common Expenses shall include such amounts as the Board of Managers deems proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for capital replacements and to make up any deficit in the Common Expenses for any prior year. The Board, in its discretion, may delegate such managerial powers as it sees fit to the officers of the Condominium. The Board of Managers is authorized to employ for the Condominium, a Managing Agent on such terms as the Board of Managers may deem proper. As set forth in the Plan, in the section titled "Management Agreement and other Contractual Arrangements," at or immediately prior to the First Unit Closing the Board of Managers shall enter into a management agreement with Andrews Building Corp. for a term of at least one (1) year, commencing on the date of the First Unit Closing, at an annual fee of $54,000.00 being payable in twelve (12) equal monthly installments.

In order to limit the liability of the Unit Owners, the members of the Board of Managers, the Managing Agent, if any, and any officers of the Condominium, any contract or other commitment shall be made by the Board of Managers or the Managing Agent or an officer of the Condominium, as the case may be, only as agent for the Unit Owners. The members of the Board of Managers, the Managing Agent or the officer, as the case may be, shall have no personal liability on any such contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. The Board of Managers and the officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify the members of the Board of Managers and the officers of the Condominium against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers or the officers of the Condominium, but the liability of any Unit Owner on account of such indemnification shall 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.

Officers

The principal officers of the Condominium shall be: The President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. Other than an officer designated by the Sponsor, Sponsor's designee, or the Commercial Unit Owner, the President and the Vice President each must be both a member of the Board of Managers and either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Other officers need not be either a Unit Owner, principal or officer of a Unit Owner or the spouse of a Unit Owner or a member of the Board of Managers. The Board of Managers may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in its

judgment may be necessary. All officers shall serve without compensation from the Condominium. 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 in his or her absence. The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium. The Treasurer shall be responsible for the funds of the Condominium and for accurately 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.

Repairs

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors, (except painting the exterior side of a Unit entrance door) windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s) shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning or other mechanical equipment which only services their Unit.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) in the event there is more than one (1) Commercial Unit, by the Board of Managers as a Commercial Common Expense, if such Limited Common Element is a Commercial Limited Common Element for the exclusive

use of two or more Commercial Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, repairs that are not caused by the acts or omissions of a Commercial Unit Owner, having direct and exclusive access thereto), or (iii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense of the individual Unit Owner whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v), at the election of the Board of Managers, by either the Board of Managers or the individual Unit Owner or Unit Owners, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's or Unit Owners' negligence, misuse or neglect. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of or at the sides of the Building and at the second floor of the Building shall be a Residential Common Expense.

The Board of Managers and Managing Agent shall have a right of access to any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained in 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 encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof.

Additionally, the Board of Managers, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the service entrances to the Building and through the public staircase in, on, over and across the Residential Units, Residential Limited Common Elements, Residential Unit Limited Common Elements and General Common Elements, including, but not limited to, the main roofs or other applicable roofs of the Building and/or private terraces, for the sole purpose of maintaining, cleaning, repairing and/or replacing (i) any windows of the Building; (ii) the exterior facade of the Building; and (iii) any mechanical equipment, including but not limited to, air-conditioning equipment and/or window washing equipment, located on such roofs of the Building which services or is for the benefit of one or more of the Units. Such easement in favor of the Board of Managers, their servicemen, consultants and/or repairmen, shall include the right to temporarily remove any fencing or other improvements located on and/or which demarcate any such roof areas.

Insurance

The Board of Managers shall be required to obtain and maintain the following insurance: Fire insurance with extended coverage, insuring the Building, including all of the Units and all fixtures installed therein by the Sponsor and any property customary to the servicing and general

occupancy, (but not including furniture, furnishings, equipment or other personal property supplied or installed by Unit Owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an aggregate amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items, but exclusive of footings and foundations and without deduction for depreciation, as approved by a fire insurance company or a qualified insurance broker or the amount of insurance necessary to avoid the effects of co-insurance. All such policies shall provide that adjustment of loss, if over $100,000.00, shall be made by the Board of Managers with approval of the Insurance Trustee, if any. Additionally, the net proceeds of such adjustment, if $100,000.00 or less, shall be payable to the Board of Managers, and if more than $100,000.00 shall be payable to the Insurance Trustee, if any, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. At the First Unit Closing, the fire insurance coverage of the Building as set forth in Note 12 of the Projected Budget for the First Year of Condominium Operation shall be $60,000,000.00. Said coverage shall be maintained while Sponsor is in control of the Board of Managers.

The Board of Managers shall have the right to select an Insurance Trustee as such term is defined in Article XII, Section 5 of the By-Laws of the Condominium.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies.

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 shall also obtain and maintain to the extent obtainable: (i) worker's compensation and disability benefits insurance for Condominium employees, if any, (ii) boiler and machinery insurance; (iii) public liability insurance covering each member of the Board of Managers and each Unit Owner in such limits as the Board of Managers may deem proper, and covering all claims for bodily injury or property damage arising out of any occurrence in the Common Elements, including any of the sidewalks in front of the Building, or the Units, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit. The Board of Managers shall review such limits once each year. The public liability insurance will also cover cross-liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00, covering all claims for bodily injury with respect to any one occurrence.

If, by reason of the occupancy or use of any particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use

continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

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

In the event of a fire or other casualty which destroys or substantially damages less than seventy-five percent (75%) of the Building the insurance proceeds shall be dedicated to the repair and/or renovation of the Building and the Units, but not the repair or replacement of any improvements made by individual Unit Owners. If the cost of such repair exceeds the insurance proceeds available the excess cost shall constitute a Common Expense and Unit Owners may be accordingly assessed an amount which shall be in proportion to their respective Common Interests.

In the event of a fire or other casualty in which more than seventy-five percent (75%) of the Building is destroyed or substantially damaged, repairs and/or restoration will be made if Unit Owners whose percentage of Common Interest, in the aggregate, is at least seventy-five percent (75%) of the Total Common Interest, affirmatively vote for such a course of action. If no such affirmative vote is given then the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor.

Notice of Meetings; Reports to Unit Owners

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 of 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.

Severance of Ownership Prohibited

Each conveyance of a Unit by a Unit Owner shall include as part of the property to be conveyed, his undivided interest in the Common Elements, together with his interest in any Unit or Units acquired by the Board of Managers from Unit Owners electing to sell or lease such Unit or at a foreclosure or other judicial sale involving such Unit or Units, in accordance with the provisions of the By-Laws, all of which are interests appurtenant to his Unit.

Right of First Refusal; Units Acquired or Leased by Board of Managers

In administering the right of first refusal granted to the Board of Managers with respect to any sale or lease of a Unit not owned by Sponsor or its designee or the Commercial Unit Owner, the Board shall be required to exercise such rights, if at all, within twenty (20) days of its receipt of written notice from a Unit Owner of the Unit Owner's intention to sell or lease the Unit to a bona fide grantee or lessee. Notice of the decision to exercise or waive such right must be given to the Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. Failure of the Board to either exercise such right or to give notice of the exercise of such right within the time periods provided above shall constitute a waiver of the right of first refusal.

In the event the Board does exercise its right of first refusal, the acquisition or lease 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 Unit Owner, other than the offering Unit Owner, in proportion to each Unit Owner's percentage of 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 Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Unit. In the event any Units are acquired or leased by the Board of Managers the title or lease shall be held by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interest and any sale or lease of such Unit shall be made by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interests. Such Unit, while owned or leased by the Board of Managers, may be used for any purpose for which it could be used by an individual Unit Owner. In no event, however, may the Board of Managers at any meeting of Unit Owners vote the votes appurtenant thereto.

Each Unit Owner, at the closing of title to his Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney", designating the Board of Managers and their successors, as his attorneys in fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners.

Review of Real Estate Tax Assessments

It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned

expenses incurred in connection with obtaining such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining of such refund, shall belong to and be incurred by the Sponsor alone.

Amendments to Condominium Declaration and By-Laws

The By-Laws of the Condominium may be modified or amended by the affirmative vote of Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose percentage of Common Interest, in the aggregate, equals or exceeds sixty-seven percent (67%). However, for as long as Sponsor or its designee owns title to one or more Units, the By-Laws, including the Rules and Regulations of the Condominium, may not be amended in a manner which would adversely affect the Sponsor or its designee in any way, in the sole discretion of Sponsor or its designee, unless the Sponsor or its designee gives its written consent to such an amendment. Additionally, the By-Laws, including the Rules and Regulations of the Condominium, may not be amended or modified in any way so as to adversely effect the Commercial Unit or the Commercial Unit Owner without the prior written consent of the Commercial Unit Owner.

The Condominium Declaration may be amended by an affirmative vote at a duly held meeting by Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose percentage of Common Interest equals, in the aggregate, at least sixty-seven percent (67%), provided, however, that (i) no such amendment shall adversely affect the lien of any mortgage without the written consent of the mortgagee; (ii) no such amendment may increase the percentage of Common Interests allocated to any Unit or Units without the written consent of the mortgagee of such Unit, or Units, if any; (iii) no amendment may change the percentage of Common Interests allocated to any Unit, or Units, without the written consent of such Owner; and (iv) no amendment shall adversely affect the Sponsor or its designee or the Commercial Unit Owner, without the prior written consent of Sponsor or such designee or the Commercial Unit Owner, as the case may be.

Termination

The Condominium may be terminated by withdrawing the Property from the provisions of the New York Condominium Act, by an affirmative vote of not less than eighty percent (80%) of Unit Owners in number and whose percent of Common Interest equals, in the aggregate, not less than eighty percent (80%) and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated. The Sponsor shall not cast the votes of any Unsold Units it holds for such withdrawal unless votes equaling eighty percent (80%) in number and of the Common Interest have been so cast or unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners have voted to terminate. If the Unit Owners vote to terminate the Condominium the Property shall be subject to an action for partition by any Unit Owner or lienor and the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided that no Unit Owner shall receive any

payment until there has first been paid out of such Unit Owner's share of the net proceeds all liens on his Unit.

REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes. No Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. The City of New York subdivides tax lots into separately assessed lots as of July 1st of every year. Accordingly, depending upon when the Declaration and By-Laws are recorded, there can be a delay of up to a year and several months until a separate assessment can be obtained.

If on the date of the First Unit Closing each of the Units shall not have been separately assessed as an independent tax lot, then until such time as said independent tax assessment shall be made and in effect each Residential Unit Owner and the Commercial Unit Owner, including Sponsor, shall be nonetheless responsible for the cost of their proportionate amount of the aggregate real estate tax for the Property as determined by their percentage of Common Interest, multiplied by the aggregate real estate taxes assessed against the entire Property as apportioned to all the Residential Units or the Commercial Unit.

In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing, Sponsor shall place in escrow at such time an amount equal to the unpaid real estate taxes for the shorter period of (i) six (6) months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay the real estate taxes from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid. Such reimbursement shall be per such Unit Owner's percentage of Common Interest.

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

The Sponsor's estimate of the project real estate taxes for the Units to be levied by New York City during the First Year of Condominium operation is based upon an estimate provided by William K. Block, Esq., and information available to the Sponsor at the date of this Plan.

For a detailed discussion of projected real estate taxes, see Notes 8 and 9 of the section of the Plan titled, "Notes to Schedule A," located in Part I.

NO REPRESENTATION OR WARRANTY IS MADE AS TO THE AMOUNT OF THE ASSESSED VALUATION OF THE PREMISES OR AN INDIVIDUAL CONDOMINIUM UNIT OR THE TAX RATE THAT WILL BE IN EFFECT AT ANY TIME OR THE AMOUNT OF REAL ESTATE TAXES WHICH WILL BE DUE. There is also no assurance that the New York City property taxing authority will allocate taxes among the Units in proportion to their respective Common Interests. If they are not so allocated, Unit Owners having the same Common Interests may pay different amounts of real estate taxes.

A Unit Owner who feels that the assessed valuation for his or her Unit is excessive, shall have the right to apply directly to the appropriate municipal agency or court for review of such assessed valuation. Such proceedings shall be at the sole cost and expense of the Unit Owner electing to undertake the same and the results from such proceedings may or may not affect the assessed valuation of any other Unit which is not the subject of such proceeding.

The Condominium Board, if necessary, will execute any documents and papers required for such proceedings, provided that: (a) the Unit Owner indemnifies the Condominium Board against all claims, cost and expenses (including attorneys' fees and disbursements); (b) the Condominium Board has not already commenced such proceeding on behalf of all Unit Owners; and (c) such Unit Owner is current on all his or her Common Charges and Special Assessments.

The Condominium Board is authorized to act as agent for Unit Owners (who have given appropriate written authorization) to commence, pursue and settle proceedings to reduce real estate tax assessments on behalf of such Unit Owners. Any Unit Owner authorizing the Condominium Board to act on his or her behalf shall indemnify the Condominium Board against all costs, claims and expenses (including attorneys' fees) resulting from such proceedings.

Neither the Sponsor, nor any other party associated with this offering makes any assurance, representation or warranty that such application for review, if undertaken, shall result in a modification of the tax assessment, or if such modification is granted, as to the amount thereof.

Sponsor, to the best of its knowledge, is not aware of any application to protest the current assessment of the Property and in the event an application is filed prior to the First Unit Closing, will amend the Offering Plan to disclose same.

The projections of real estate taxes due for each of the Residential Units set forth in Schedule A, located in Part I of the Offering Plan, (i) for the anticipated First Year of Condominium Operation, and (ii) upon 100% completion of the Sponsor's renovations to, and construction of, the Building, are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY PURCHASER THE RIGHT

TO RESCIND HIS OR HER PURCHASE AGREEMENT. It should be noted that the Property's real estate tax burden for the First Year of Condominium Operation will not be based on a fully constructed or complete Building but instead on a partially completed Building. It is assumed for projection purposes that the Property will be fully assessed for the 2019/2020 tax year.

In addition, upon 100% completion of the construction by Sponsor, which is assumed to be subsequent to January 5, 2018 but prior to January 5, 2019 for assessment purposes, and the implementation of the post construction actual total assessment of the Property, the post construction actual assessed valuation for all of the Residential Units has been projected by William K. Block, Esq., as $11,920,000.00. Based upon the completion date, this projected actual total assessment for the Property will not be effective until July 1, 2019 for the 2019/2020 tax year. Further, Mr. Block has projected the 2019/2020 tax rate for the Residential Units to be 12.98%. **BASED UPON THE PROJECTED AGGREGATE 2019/2020 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENT FOR ALL OF THE RESIDENTIAL UNITS OF $11,920,000.00 AND A PROJECTED TAX RATE OF 12.98% FOR THE RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2019/2020 TAX YEAR WOULD BE APPROXIMATELY $1,547,216.00 FOR ALL OF THE RESIDENTIAL UNITS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS, ARE SUBSTANTIAL INCREASES IN THE REAL ESTATE TAX ESTIMATES SET FORTH IN COLUMN NUMBERED (8) OF SCHEDULE A LOCATED IN PART I OF THE OFFERING PLAN FOR EACH OF THE UNITS.**

The estimates are based on the further assumption that the final assessment when apportioned amongst the individual condominium tax lots will be apportioned to the Units in accordance with the proportion that each Unit's percentage of Common Interest bears to the aggregate Common Interest of all the Residential Units. **However, no assurance can be given that this method of apportionment of real estate taxes will be the final method used by the City of New York taxing authorities in establishing real estate taxes. For example, the City of New York may apportion the total tax due for the Property among the individual Unit Owners in proportion to the relative value of each Unit as indicated by the Offering Prices set forth in the Plan or as amended.** However, no representation or warranties are herewith given by the Sponsor that the actual assessed valuations of the Property will not exceed or be less than those amounts or that the City of New York will use any assumed method of apportionment.

Veteran Property Tax Exemption

In accordance with Section 458(a) of the New York State Real Property Tax Law, a Unit Owner who is also a qualified veteran, the spouse of qualified veteran or the unmarried surviving spouse of a qualified veteran may be entitled to an exemption on the general municipal portion of their real estate taxes.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

A Unit Owner will own his or her Unit and its appurtenant Common Elements in fee simple absolute and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner owns his or her Unit in fee simple absolute, he or she may mortgage his or her Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

As fully set forth in the tax opinion by D'Agostino, Levine, Landesman & Lederman, LLP, counsel to the Sponsor, in Part I of this Plan (the "Tax Opinion"), under present law, a Residential Unit Owner will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid under sections 163 and 164.* These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion. These deductions may also affect an individual Residential Unit Owner's liability for the alternative minimum Federal income tax. Each individual Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid during the taxable year. It is the opinion of Sponsor's counsel that a non-corporate Residential Unit Owner who itemizes his 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 his 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 in the case of an individual filing as single, head of household or married filing jointly, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Such Residential Unit Owner who itemized his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $10,000.00 ($5,000.00 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Internal Revenue Code, as amended. The Federal limitation on the deduction for real estate taxes applies in the aggregate to 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 income taxes combined is $10,000.00 ($5,000.00 in the case of a married individual filing a separate return). Though the foregoing limitation is in effect as of the date of filing of the Offering Plan, neither Sponsor or Sponsor's counsel make any representation as to whether the same will be in effect, or what the Internal Revenue Code or state or local tax code will provide, at any time in the future, as such applicable law is subject to change without notice.

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*All section references are to the Internal Revenue Code of 1986, as amended, unless otherwise indicated.

Once the Building is converted to condominium ownership, the affairs of the Condominium will be governed by a Condominium Board. Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board. Under present law, the exact tax status of the Condominium Board is uncertain and no opinion has been rendered with respect to it. The Federal income tax consequences to the Condominium Board with respect to the receipt of the Common Charges and of the expenditure of Condominium funds will depend on whether the Condominium Board:

(i) is treated as a conduit,
(ii) qualifies and elects to be taxed under section 528, or
(iii) is treated as a corporation.

If the Condominium Board is treated as a conduit, it will not be subject to tax. Rather, items of income, expenses, credits and deductions will be attributed to each Unit Owner in proportion to his Common Charges. Thus, for example, interest earned on funds reported by the Condominium Board would be taxed to the Unit Owners. There appear to be no judicial precedents directly supporting such treatment and the position of the Internal Revenue Service (the "Service"), which is described more fully below, appears to be that a condominium management association is an association taxable as a corporation.

If it satisfies the requirements of section 528, the Condominium Board may elect to be exempt from Federal income tax on the Common Charges. Generally, those requirements are:

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

(ii) Sixty percent (60%) or more of the gross income of the condominium management association for the taxable year must consist of assessments from residential unit owners ("Exempt Function Income");

(iii) Ninety percent (90%) or more of the expenditures of the condominium management association for the taxable year must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

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

(v) The condominium management association must annually elect to be treated as a condominium management association; and

(vi) Substantially all (at least eighty five percent (85%)) of the square footage of the units must be used for residential purposes.

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

A condominium management association meeting the requirements of section 528 and electing to be exempt from Federal income tax on Exempt Function Income would be taxable at a rate of thirty percent (30%) on the amount by which its other income exceeds the amount of allowable deductions that are directly connected with the production of such income. Such an association, however, would not be allowed certain deductions that are available to corporations that are not taxable under section 528.

If the Condominium Board either cannot qualify (and for the purposes of the Plan, Sponsor has assumed that it will not qualify) or chooses not to elect the benefits of section 528, certain published rulings of the Service implicitly state that a condominium management association will be treated as an association taxable as a corporation. Consequently, unless a valid election pursuant to section 528 has been made, it appears that the Condominium Board would be taxable on that portion of the Common Charges which exceeds the deductible expenses paid or incurred by the Condominium Board for the operation of the Condominium property. The Condominium would also be taxable on income derived from the interim investment of the Common Charges, on income from nonresidential leases of Common Elements, and on income from the operation of facilities that are available to outsiders, net of deductible expenses related to the production of such income.

If the Condominium is treated as a corporation for Federal income tax purposes, the Condominium Board might still contend that a portion of the Common Charges that it receives should not be includible in its gross income. For example, published rulings of the Service indicate that assessments collected by a condominium management association and expressly designated for use for specified capital improvements that are owned in common, and which are not commingled with funds collected for operating expenses or as contingency reserves, should not be included in the gross income of a condominium management association. No part of such an assessment may, however, be expended by the condominium management association for the benefit of an individual owner.

In addition, in connection with assessments for ordinary operating expenses, such as the Common Charges, a condominium management association may not have any taxable income if the expenses of the condominium management association with respect to managing, operating, and replacing the common elements of the Condominium either equal the assessment or any excess amount is annually returned to unit owners or applied to the next year's assessment. Based on the facts in existence at the present time, it appears that the Condominium Board is unlikely to have a substantial amount of income other than the Common Charges.

If section 528 is not applicable, moreover, the Service has noted that a condominium management association may be eligible for the tax treatment afforded to certain cooperatives under Subchapter T of the Code. However, there is very little guidance with respect to the applicability of these provisions to an association managing residential condominium units since generally only farming cooperatives avail themselves of these provisions.

If the Condominium Board makes additional assessments to cover the amounts of any Federal, New York State, or New York City tax liability incurred, such additional assessments may also be taxable to the Condominium.

The Sponsor's counsel have not opined whether the Condominium will or will not qualify as a "Condominium Management Association" under Section 528 of the Internal Revenue Code of 1986, as amended, and for the purposes of the Plan have assumed that it will not qualify. Therefore, the possible income tax consequences to the Condominium of not qualifying as a "Condominium Management Association" has been set forth in Part I of the Offering Plan as a special risk of the offering of the Units hereunder. An estimate of the possible income tax due from the Condominium is not included as a projected expense in Schedule B of the Plan. Generally, a Condominium that fails to qualify under Section 528 will be taxed in the same manner as a C corporation. Beginning in 2018, the graduated corporate rate structure is eliminated and corporate taxable income is taxed at a 21% flat rate. To the extent a Condominium does not qualify under Section 528, the 21% rate will apply to net income of the Condominium. If total expenses equal total revenue, as indicated in the Schedule B of the Plan, there will not likely be a tax liability for failure to qualify under Section 528.

New York State ("NYS") imposes a franchise tax on corporations. A Condominium that fails to qualify under 528 will presumably be subject to a tax that is the greater of: 6.5% of business income; .04% of the total assets; or Flat fixed dollar minimum ("FDM") tax based on NYS receipts.

As noted previously, to the extent there is no taxable income, the tax on business income will be zero. Further, given that the Condominium owns no assets in its name (each Unit will be owned by the Unit Owner(s) individually) the tax based on total assets will similarly be zero. Thus, the Condominium will be subject to the FDM tax. Assuming gross receipts are greater than $1, 000,000 but less than $5,000,000, the FDM tax is $1,500 for the First Year of Operations.

An MTA surcharge applies to corporations deriving receipts from activity in Manhattan and other counties. The tax imposed is the amount of estimated franchise tax for the year X MCTD apportionment percentage X MTA surcharge rate (28.3%) less the amount of any allowable tax credits for the year. The rates are subject to change on an annual basis, but the amount of tax owed will be less than 1/3 of the State franchise tax (approximately $500).

New York City imposes a General Corporation Tax that is similar to the State tax. Similarly, the estimated liability for New York receipts in the range of $1,000,000 to $5,000,000

is also $1,500. The State and City flat rates are subject to change in future years. It is estimated that an approximate liability of $1,500 for each State and City and $500 to approximate the MTA surcharge would be due in the event the Condominium fails to qualify under Section 528.

It is anticipated that the Contingency line item in Schedule B of the Plan will cover any additional tax liability. However, the Condominium Board may elect to make an additional assessment in order to meet this tax liability. In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax, and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. For further details regarding Section 528, see Counsel's Income Tax Opinion, which is located in Part I of the Offering Plan.

The foregoing summary is for informational purposes only and Sponsor's counsel expresses no opinion with respect to the likelihood of which method of taxation will be applied to the Condominium.

EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF RESIDENTIAL UNIT OWNERSHIP.

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COUNSEL'S INCOME TAX OPINION LETTER

July 10, 2018

The Board of Managers of
150 East 23rd St. Condominium
150 East 23rd Street
New York, New York 10010

Re: **Offering Plan for Condominium Ownership of Premises 150 East 23rd St. Condominium 150 East 23rd Street New York, New York 10010**

Gentlemen/Mesdames:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes to persons who purchase Residential Units for private residential use ("Residential Unit Owners") under the Plan and (ii) the proper treatment by the Condominium Board for such income tax purposes of the Common Charges paid or borne by all Unit Owners. Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

The condominium units of 150 East 23rd St. Condominium will be organized under the laws of the State of New York for the purpose of providing for the management, maintenance and care of a multistory mixed-used building to be newly constructed at 150 East 23rd Street,

New York, New York 10010. The newly constructed building will contain fifty-one (51) Residential Units and one (1) Commercial Unit. The By-Laws of the Condominium provide that in addition to the status conferred upon the Condominium Board pursuant to the provisions of the New York Condominium Act, to the extent permitted by applicable law, the Condominium Board is deemed to constitute an unincorporated association for all purposes under the provisions of the General Association Law of the State of New York.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986, as amended ("Code"), the New York State Tax Law, the New York City Administrative Code ("Tax Law"), the regulations ("Regulations") promulgated thereunder and such other materials as we deemed relevant as they exist as of the date hereof, and we have assumed that the closing under the Plan will occur in 2019 pursuant to said Code, Tax Law and Regulations as they currently exist.

I. Deductions for Mortgage Interest and Real Estate Taxes

A Unit Owner will own his Unit and its Appurtenant Interest in the Common Elements in fee simple absolute. Accordingly, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will be individually liable for the payment of such real estate taxes. A Unit Owner, pursuant to the terms of the Offering Plan, may also mortgage such Unit(s) and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness.

In our opinion, a non-corporate Residential Unit Owner who itemizes his 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 his 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, in the case of an individual filing as single, head of household or married filing jointly, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Interest paid on indebtedness that refinances indebtedness incurred to acquire, construct or improve a Unit is similarly deductible. A Unit will be a "qualified residence" if it is either (i) the Owner's "principal residence" within the meaning of Code Section 121 or (ii) a residence as defined by Code Section 280A(d)(1) that the Owner selects as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return may have two, and only two, qualified residences. In the case of a married couple filing separate returns, each taxpayer may take into account a single

"qualified residence," unless by written agreement they consent to one of them taking into account a principal residence and one other residence. Under Section 461(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

In our opinion, a Residential Unit Owner who itemizes his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $10,000 in the case of an individual filing as single, head of household or married filing jointly ($5,000 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code. The Federal limitation on the deduction for real estate taxes applied in the aggregate to 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 income taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return).

It is also our opinion that each Unit Owner whose Unit is used in an active profession and/or trade or business, other than the rental of such Unit, in which the Unit Owner materially participates, will, for Federal income tax purposes, be entitled to a deduction for the full amount of real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code.

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

It is also our opinion that each Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid during the taxable year. Section 615 of the New York State Tax Law; Section 11.1715 of the Administrative Code of the City of New York. However, in the case of a Residential Unit Owner whose New York State or New York City adjusted gross income exceeds $100,000, the amount of such deduction may be reduced by up to twenty five percent (25%) of such deduction.

In addition to the Federal limitations on itemized deductions noted above, the benefit of a Unit Owner's deductions for interest and real estate taxes may be further reduced if the Unit Owner is subject to the Federal alternative minimum tax. Section 55 of the Code. It should also be noted that state and local taxes, including real estate taxes, are not deductible for purposes of calculating an individual's federal alternative minimum taxable income.

It should be noted that our opinion as to the availability of deductions to a Unit Owner with respect to mortgage interest and real estate taxes in connection with his or her Unit used in an active profession and/or trade or business, other than the rental of such unit, is based on the assumption that such owner will have "at risk" within the meaning of Section 465 of the Code, in such profession, trade or business, an amount equal to, or in excess of his losses in connection with said profession, trade or business, including such deduction.

II. Common Charges

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

Under Section 528, added to the Code by the Tax Reform Act of 1976, some Condominium Boards may be eligible to be exempt from tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met. However, because of certain tests for qualification, including the composition of the Condominium Board's receipts and expenditures, and because of certain ambiguities in the language of Section 528 which are not clarified by the legislative history, rulings or regulations, it is not presently possible to determine the application of Section 528 to the Condominium. Accordingly, while a Section 528 election may be contemplated, it is not possible at this time to express an opinion as to the Section's applicability and we assume for the first year of operation that the Condominium will not qualify under Section 528.

If the Condominium qualifies as a condominium management association within the meaning of Section 528 of the Code, it may elect not to be subject to Federal income tax on amounts received as membership dues, common charges, fees or assessments from Residential Unit Owners. However, even if the election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources such as interest earned on any reserve funds (less expenses directly connected with the production of such income).

To qualify as a condominium management association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least 60% of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) 90% or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must annually elect to be treated as a condominium management association, and (6) at least 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation §1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible, therefore, that if the Condominium does not qualify in one year, it may nevertheless, qualify in one or more future years.

Despite the information contained in Schedule A, the Description of the Property and Building Specifications and the Plot and Floor Plans to the Plan, we cannot affirmatively opine that the Property will or will not qualify as a condominium management association under Section 528 of the Code. Our inability to affirmatively opine is due to the uncertainty of the current state of the law as to what floor space specifically qualifies as total square footage for residential purposes (i.e., stairwells, lobby; terraces, etc.). Accordingly, we cannot opine as to whether the Condominium will or will not be eligible to elect to be created as a condominium management association under Section 528 of the Code.

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

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

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

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

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected, Rev. Rul. 75-370, 1975-2 Cum. Bull. 25, or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association. Rev. Rul. 75-371, 1975-2 Cum. Bull. 52 Cf. Concord Village, Inc., 65 T.C. 142 (1975). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

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

Generally, a Condominium that fails to qualify under Section 528 will be taxed in the same manner as a C corporation. Beginning in 2018, the graduated corporate rate structure is eliminated and corporate taxable income is taxed at a 21% flat rate. To the extent a Condominium does not qualify under Section 528, the 21% rate will apply to net income of the Condominium. If total expenses equal total revenue, as indicated in the Schedule B of the Plan, there will not likely be a tax liability for failure to qualify under Section 528.

New York State ("NYS") imposes a franchise tax on corporations. A Condominium that fails to qualify under 528 will presumably be subject to a tax that is the greater of: 6.5% of business income; .04% of the total assets; or Flat fixed dollar minimum ("FDM") tax based on NYS receipts.

As noted previously, to the extent there is no taxable income, the tax on business income will be zero. Further, given that the Condominium owns no assets in its name (each Unit will be owned by the Unit Owner(s) individually) the tax based on total assets will similarly be zero. Thus, the Condominium will be subject to the FDM tax. Assuming gross receipts are greater than $1, 000,000 but less than $5,000,000, the FDM tax is $1,500 for the First Year of Operations.

An MTA surcharge applies to corporations deriving receipts from activity in Manhattan and other counties. The tax imposed is the amount of estimated franchise tax for the year X MCTD apportionment percentage X MTA surcharge rate (28.3%) less the amount of any allowable tax credits for the year. The rates are subject to change on an annual basis, but the amount of tax owed will be less than 1/3 of the State franchise tax (approximately $500).

New York City imposes a General Corporation Tax that is similar to the State tax. Similarly, the estimated liability for New York receipts in the range of $1,000,000 to $5,000,000 is also $1,500. The State and City flat rates are subject to change in future years. It is estimated that an estimate of an approximate liability of $1,500 for each State and City and $500 to approximate the MTA surcharge would be due in the event the Condominium fails to qualify under Section 528. In the event the Condominium does not qualify, it is anticipated that the Contingency line item in Schedule B of the Plan will cover any additional tax liability.

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

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

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

In our opinion, Unit Owners will be entitled to income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel base this opinion will not change and based upon the current financial status of the country, most likely will change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause Unit Owners not to be entitled to income tax deductions.

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

Very truly yours,

D'AGOSTINO, LEVINE, LANDESMAN & LEDERMAN, LLP

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February 12, 2018

Mr. Kent Cheng
LKH 23rd, LLC and 154 East 23, LLC
2500 Secaucus Road
North Bergen, New Jersey 07047

Re: Post Construction Real Estate Tax Projection
LKH 23rd, LLC and 154 East 23, LLC
154 East 23rd Street
Block 878, Lot 48
Borough of Manhattan

Dear Sirs:

You have asked me to project the real estate tax liability of the above-captioned proposed residential and commercial space (hereafter referred to as the subject property) for the first year of condominium operation commencing January 1, 2019 (i.e., after the condominium declaration has been filed).

It has been the policy of the Property Division (formerly the Real Property Assessment Bureau) of the New York City Department of Finance to review the assessed valuation of newly constructed and reconstructed properties. While there are formulas which have been used by Property Division personnel in the past in the assessment of such properties, they have not been employed in a consistent manner, and it is therefore not possible to estimate or determine the post-construction assessed valuation of this property with any degree of certainty. However, the

estimates that are presented below are based upon the current policies and practice of the Property Division.

All prospective purchasers are advised that although the estimate of assessed valuation upon completion of construction is a good faith estimate, such assessed valuation, when actually made, may be less or greater than as estimated on the following pages.

The Actual Assessed Valuation for Block 878, Lot 48 for tax year 2018/2019 is $1,458,066 and the Transitional Assessed Valuation is $1,458,066.

Pursuant to New York State Real Property Tax Law, Section 1805, the taxable assessed valuation is the lower of the Actual or Transitional Assessed Valuation. In this instance both assessments are the same, and therefore, the taxable assessed valuation is $1,458,066.

You have advised us of the following facts with respect to the project:

1) LKH 23rd, LLC and 154 East 23, LLC are constructing a nineteen (19) story structure with a cellar. You have asked me to provide an estimate of the taxable assessed valuation of the total residential space.

2) The total gross square footage of the residential portion of the subject property including residential lobby area, common area hallways, elevator shafts, etc. is approximately 80,001 gross square feet. The actual residential apartments are to be located on floors two through nineteen.

3) There will be approximately 5,843 gross square feet of commercial space on the ground floor with an additional 1,300 square feet in the cellar for storage which will not be offered for sale.

4) Operation as a condominium is estimated to commence on January 1, 2019.

5) The subject property will be separate individual condominium units.

I commence my analysis by noting that there are three (3) recognized appraisal methods which are used by the assessors employed by the New York City Department of Finance's Property Division in the determination of the full market value of income producing real property for real property tax purposes. These methods, or approaches to value, are the original cost approach, the capitalization of income approach and the sales price comparison approach.

The original cost approach is based on the theory that the value of a given parcel of real property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a highly significant indicator of value with respect to new buildings and buildings which have undergone substantial reconstruction or rehabilitation. Relevant data used in the cost approach to value include material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees as well as construction period taxes ("soft") costs.

The capitalization of income approach to value is based upon the proposition that the annual net income generated by a parcel of real estate, when divided by the rate of return an investor at a given point in time would accept for his money in competing investments, yields a realistic estimate of the market value of the property.

The sales price comparison approach to value is based upon the belief that the value of a parcel of real estate can be ascertained by surveying the sales prices of similar parcels of real estate. Market value has been defined as that price which a property would bring in a competitive and open market, with both the buyer and seller acting prudently, knowledgeably, under ordinary circumstances with neither party being under duress. In the case of condominium apartment units this approach is the most valid in determining the market value of an apartment unit up for sale. However, the use of sales prices to determine full market value for the purpose of assessing residential condominiums or cooperative housing corporations for real property tax purposes is prohibited by State Law (see New York State Real Property Tax Law, Section 581 and Real Property Law, Section 339-y).

Since tax year 1982/1983, in Special Assessing Units (which include New York City and Nassau County), Real Property Tax Law, Section 1805 (3) has mandated that most increases in assessed valuation must be phased-in over a five-year period, resulting in two (2) Assessed Valuations appearing on the assessment rolls of New York City and Nassau County. The first is the Actual Assessed Valuation and the second is the Transitional Assessed Valuation which reflects the phase-in mechanism. However, this same statute states that increases in assessed valuation due to physical changes in the property (new construction, renovation, rehabilitation, and/or the addition of square footage to existing structures or buildings) are added to the taxable assessed valuation without being phased-in.

In arriving at the assessed valuation for each unit in a Condominium, the building is first assessed as an entirety. This overall assessed valuation is then apportioned among the respective units, each of which will be assigned a tax lot designation once the Condominium Declaration has been recorded and the floor plans have been filed with the City Register. Historically, the apportionment was based in part upon the proportion the projected selling price presented in the Offering Plan for each residential unit bears to the gross sellout price for all residential units available for purchase in the project and in part upon extrinsic indicia of value as determined by the assessor's office, including location, square footage, amenities, income producing potential and existing leases on particular units, however, on recent assessment rolls, the City has generally used the residential percentages of common interest to apportion the aggregate residential assessed valuation (hereinafter, the "Proportionate Valuation").

Reconciliation of the assessed valuations generated by the three (3) approaches to value enumerated above, including a review of tentative 2018/2019 assessed valuations of comparable recently constructed and reconstructed mixed-use residential apartment buildings in the vicinity of the subject, results in an estimated projected overall assessed valuation for the entire residential portion of the completed project (including "land" and "building") of $11,920,000, or approximately $149 per square foot of gross residential building area (80,001 gross square feet).

Since construction is not scheduled to be completed until 2019, the assessed valuation for tax year 2018/2019 should not reflect the completed structure, consistent with the taxable status of the property as of January 5, 2018 (at which time it is expected that the building will significantly incomplete). See New York City Charter, Section 1507. Therefore, the first tax year reflecting the full assessed valuation of the entire project should be 2019/2020 (i.e., the first tax year with a taxable status date after completion of construction, in this case, January 5, 2019).

PROJECTED REAL ESTATE TAXES DURING THE COURSE OF CONSTRUCTION

Real property is assessed for real property tax purposes based upon its ownership and condition as of January 5th of each year. The tentative assessed valuation is published on or about January 15th of each year and the final assessed valuation is published on or about May 25th.

Real property taxes are payable semi-annually, on July 1 and January 1 (the City of New York operates on a fiscal year commencing July 1 and ending on June 30).

Final real property tax rates for tax year 2017/2018 have been set by the New York City Council. The 2017/2018 real property tax rates were 12.719% for residential real property (Tax Class 2) and 10.5140% for commercial real property (Tax Class 4).

Recent Tax Class Two tax rates are:

2017/2018:	12.719
2016/2017:	12.8920
2015/2016:	12.8830
2014/2015:	12.8550
2013/2014:	13.1450

As can be seen from the above, Real Property Tax Rates increase and decrease from year to year. In this analysis I have assumed growth in the tax class two tax rate of one percent per annum.

Real property taxes payable during tax year 2018/2019 by what will become all residential units are projected as follows:

Estimated Actual Assessed Valuation (residential units):	$ 1,458,066
Estimated Real Property Taxes Payable @ 12.85% Tax Rate:	$ 187,361

PROJECTED POST-CONSTRUCTION ASSESSED VALUATION

Projected Aggregate residential assessed valuation in 2019/2020:	$11,920,000
Actual Assessed Valuation Per Square Foot:	$ 149
Real Property Taxes Payable In 2019/2020 Using a tax rate of 12.98:	$ 1,547,216
Taxes Per Gross Square Foot:	$ 19.34

REAL PROPERTY TAXES PAYABLE DURING THE FIRST YEAR OF CONDOMINIUM OPERATION

Since the first year of condominium operation is projected to commence on January 1, 2019, the first year of real property taxes is the one half of the 2018/2019 real property taxes and one-half of the 2019/2020 real property taxes.

Real Property Taxes on the residential portion are projected as follows:

One-half 2018/2019 real property taxes:	$ 93,680
One-half 2019/2020 real property taxes:	$ 773,608
Total residential taxes during first year of operation as a condominium:	$ 867,288

Estimated real property tax liability for individual residential unit = $867,288 x Proportionate Valuation

This letter was prepared at the request of LKH 23rd, LLC and 154 East 23, LLC. Certain figures set forth herein are approximations derived from material provided to this office by the sponsor and are subject to change and variation. We have not passed upon the accuracy of any figures or estimates contained within the Plan, and offer no warranties of the amount of actual tax liability for any tax period.

The opinions expressed above are based on our interpretation of the Real Property Tax Law, The Charter and Administrative Code of the City of New York, and the rules and regulations of the New York City Department of Finance in effect as of the date of this letter. While I believe that my opinions are well founded, they are not intended, and should not be construed as representations or warranties. You should be aware that the laws, regulations and practices and procedures of the New York City Department of Finance upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or by a Court of competent jurisdiction.

The foregoing analysis is based upon our experience with the Property Division of the New York City Department of Finance and the Tax Commission of the City of New York, and their assessment policies and procedures regarding newly constructed or newly renovated properties held in condominium form of ownership. Application of a particular approach to valuation by an individual assessor employed by the Property Division may yield a different result. This would necessitate commencement of real property tax assessment review proceedings at the New York City Tax Commission and possibly in the Supreme Court of the State of New York to bring the assessed valuation in line with the estimates contained herein.

I hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,



William K. Block

WORKING CAPITAL FUND AND RESERVE FUND

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay a sum equal to two (2) months Common Charges for the Unit being purchased, to the Board of Managers for its working capital (the "Working Capital Fund"). This fund is to be used for payment by the Board of Managers of any net closing adjustment expenses owed to Sponsor at the First Unit Closing. The amount of the net closing adjustment owed to Sponsor will be paid to Sponsor by the Board of Managers, without interest, by applying the two (2) months Common Charges paid by each Purchaser at the closing of title to each Unit to the terms of a non-interest bearing note due on the first anniversary of the First Unit Closing to be executed by the Board of Managers at the First Unit Closing. Sponsor is hereby authorized to endorse the two (2) months Common Charge checks payable to the Board of Managers over to Sponsor and to apply such payments without any further action of the Board of Managers until the promissory note is paid in full. If the promissory note is not fully paid by the due date from such payments, the Board of Managers will pay the note in full from its general funds. The Board of Managers will be entitled to prepay the note, in full only, at any time and without penalty. Sponsor will waive any net adjustments in its favor which would reduce the Working Capital Fund below zero after making provision for the amount of monies that would be generated by the payment of the two (2) months Common Charges for each Residential Unit in the Building. If the result of the closing adjustments is a net credit in favor of the Condominium, or if any amounts remain after the promissory note has been fully paid, such amounts in the Working Capital Fund may be held or used at any time for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board of Managers in its sole discretion.

For such period as Sponsor retains control of the Board of Managers, neither the Working Capital Fund nor the Reserve Fund shall be used to reduce estimated Common Charges.

Other than the Major Capital Improvement Replacement Reserve Fund as set forth in "Schedule B, Projected Budget for First Year of Condominium Operation Commencing January 1, 2019," no provision has been made for any Reserve Fund or for any Working Capital Fund other than the above. If additional funds are required for capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, it may be necessary to increase Common Charges or make Assessments on Unit Owners.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF EITHER THE WORKING CAPITAL FUND OR THE RESERVE FUND.

MANAGEMENT AGREEMENT AND OTHER CONTRACTUAL ARRANGEMENTS

Management Agreement

At or prior to the First Unit Closing, the Condominium Board (the "Board") will enter into a management agreement with Andrews Building Corporation (the "Managing Agent"), having an office at 666 Broadway, New York, New York 10012.

The management agreement (the "Management Agreement") will commence as of the earlier of the date that the Managing Agent commences services at the Building or the date of the First Unit Closing and as its initial term shall continue in force for one (1) year. The Management Agreement shall be subject to the right of the Managing Agent to cancel at any time with or without cause upon at least sixty (60) days prior written notice. Further, it shall be subject to the right of the Board to cancel the agreement at any time upon thirty (30) days prior written notice. After the term of the Management Agreement has expired it will be automatically renewed from month to month until cancelled by the Board on thirty (30) days' prior written notice. The Management Agreement shall not be assignable by the Board or the Managing Agent.

The Managing Agent will receive a stated annual fee of $54,000.00, payable in equal monthly installments. Such fee will be paid by the Board and will be charged to all Unit Owners as a Common Expense. However, the Managing Agent will be entitled to collect from each Unit Owner other than the Sponsor, its designee or any other owner of an Unsold Unit, a non-refundable fee in the aggregate amount of $550.00 per application and $150.00 per named applicant for the processing of each application for the sale of a Unit or $350.00 per application and $150.00 per named applicant for the processing of each application for the leasing of a Unit, including the obtaining of a waiver of the right of first refusal of the Board and other agreements necessary to properly effect the transfer of interest or lease. Other fees which are due to the Managing Agent depend upon the services rendered and only if requested by the Board and/or a Unit Owner. Such services include, but are not limited to, the following:

(a) Unit Transfers. In connection with the transfer of title, whether or not by assignment, including any transfers of title to or from the Board, a fee of $500.00 for the closing of such transfers and assignments;

(b) Mortgage Refinancing. In connection with obtaining a Building mortgage, refinance, or credit line, a fee of 1% for the first $1,000,000; plus 1/2% of sums over $1,000,000. This provision pertains only if the Managing Agent is engaged by the Board to act in the capacity of mortgage broker; If the Managing Agent is not utilized as the mortgage broker but is required to provide documentation for the loan package, the Managing Agent will receive an administrative fee of 0.33% of entire sum or a fee of $2,500.00, whichever is greater;

(c) Mortgage Refinancing of a Unit. In connection with Unit Owner's application for appraisal or mortgage refinancing, a fee of $350.00 for each application, to be paid by the Unit Owner and not by the Board;

(d) Alteration Agreements. If a Unit Owner undertakes an alteration to a Unit requiring Board review and approval of architect's plans, issuance of building department permits, and the negotiation and execution of an Alteration Agreement between the Board and the Unit Owner, a processing/management fee to be paid to the Managing Agent by the Unit Owner and not by the Board based upon the following schedule:

Construction Cost:	Up to $24,999.00	$	250.00
	$25,000 - $99,999	$	500.00
	$100,000 - $600,000	$	1,000.00
	$600,001 - $1,000,000	$	1,500.00
	$1,000,001 - $2,000,000	$	2,500.00
	Above $2,000,000	$	5,000.00
Decorating Agreement Processing Fee		$	250.00

(e) Judicial Proceedings. In connection with appearances in Civil, Criminal or Supreme Court proceedings, hearings in union arbitration matters, and appearances before hearing examiners at the Environmental Control Board, on behalf of the Board, a fee in the amount of $100.00 per hour;

(f) Capital Improvement Projects. The Board will acknowledge that the conceptualization and administration of extraordinary construction projects designated as Capital Improvement Projects or Extraordinary Improvement Projects ("Projects") are outside the scope of the Managing Agent's routine duties. In the event of such a Project, a fee of 1% of the hard cost of the project or a $2,500 flat fee, whichever is greater, shall be charged by the Managing Agent for its additional duties in the administrative handling of the Project, including processing contract payment requisitions, scheduling building/individual unit access and responding to emergencies caused by the Project. Managing Agent's Capital Projects Division also offers increased Project supervision and oversight. The Capital Projects Division will undertake complete administration of a Project for a fee of 5% of Project hard-costs. Additional services provided by the Capital Projects Division include participation in the bidding process and contractor selection, contract negotiations, contractor insurance review, oversight of Project permitting process, attendance at weekly on-site Project meetings (including compilation and dissemination of all Project meeting minutes), dissemination to the Board of Project status reports, attendance at all Board meetings to provide Project status updates, processing of contractor payment applications and oversight of Project close-out documentation.

(g) Emergency Rehabilitation Services. In the event of a Building emergency of sufficient magnitude as to (a) disrupt the operation of the Property and (b) require the immediate mobilization and coordination of "trades" by Managing Agent so as to restore the Building to full operation as, for example, after a fire or major flood, and which requires the on-site presence of the Managing Agent's Supervisor, Managing Agent will be entitled to a per/hour fee of $200.00 payable from the proceeds of the insurance settlement for the loss.

Pursuant to the proposed Management Agreement, the duties and services to be rendered by the Managing Agent include, among others:

(a) Cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the Common Elements of the Building who, in each instance, shall be the Condominium's and not the Managing Agent's employees, and cause to be discharged all persons unnecessary or undesirable, except that no person employed at the Building shall be discharged without the Managing Agent's prior consultation with the Board.

(b) Cause the Common Elements of the Building to be maintained in such condition as may be deemed advisable by the Board, including interior and exterior cleaning, and cause repairs and alterations of the Common Elements of the Building to be made, including, but not limited to, electrical, plumbing, steamfitting, carpentry, masonry, elevator, decorating, and such other incidental alterations or changes therein as may be proper, subject only to the limitations contained in the Management Agreement. Ordinary repairs or alterations involving an expenditure of over Two Thousand Five Hundred Dollars ($2,500.00) for anyone repair or alteration item shall be made only with the prior approval of the Board, (provided, however, in cases of insurance premiums) such limit shall be Ten Thousand Dollars ($10,000.00) but emergency repairs, i.e., those immediately necessary for the preservation or safety of the Building or for the safety of Unit Owners or other persons, or required to avoid the suspension of any necessary service in the Building, may be made by the Managing Agent irrespective of the cost thereof, without the prior approval of the Board, and if practicable, after consultation with the president, vice-president, secretary or treasurer of the Board (in the order given) or if none of them is available, then with any member of the Board of Managers.

The Managing Agent's responsibility under the Management Agreement shall not extend to supervising or managing major renovations or major capital improvements, unless specifically agreed upon in writing by the Board and Managing Agent.

(c) Recommend, and with the approval of the Board, cause all such acts and things to be done in or about the Common Elements of the Building as shall be necessary or desirable to comply with any and all administrative

requirements, orders or violations affecting the Building placed thereon by any Federal, State, or Municipal authority having jurisdiction and orders of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body, except that if failure to promptly comply with any such order or violations would or might expose the Board or the Managing Agent to criminal liability, the Managing Agent may cause such order or violations to be complied with after consultation with the president, vice-president or treasurer of the Board (in the order given), or with any member of the Board of Managers, or if no such officer or board member shall be available to the Managing Agent, after consultation with the Board's attorneys. The Managing Agent shall notify the Board's attorneys immediately after receipt of any order or violation, as aforesaid.

(d) Enter into contracts for electricity, gas, steam, air-conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, security guard protection, vermin extermination and other services or such of them as shall be advisable, provided, however, that the Managing Agent has obtained the prior approval of the Board of Managers.

(e) Purchase all supplies which shall be necessary to properly maintain and operate the Building; make all such contracts and purchases in either the Condominium's or the Managing Agent's name, as the Managing Agent shall elect; and credit to the Condominium any discounts or commissions obtained for purchases or otherwise (except for insurance and other commissions payable to the Managing Agent under the terms of the Management Agreement).

(f) Advise the Board with respect to proper insurance coverage pertaining to the Building, and its employees. Such advice shall be given on the basis of competitive bids solicited by the Managing Agent and after review, if requested by the Board, cause to be effected and/or maintained, in such amounts and through such carriers as the Board shall designate or approve, real property, loss of maintenance/rent, boiler and machinery, water damage, commercial general liability, directors & officers liability, statutory worker's compensation and disability benefits, and any other insurance the Board may elect to carry; and to cooperate with any reputable independent insurance broker or consultant that the Board may designate or approve and engage for the purpose of effecting insurance and protecting its interests with respect thereto.

(g) Check all bills received for services, work, and supplies ordered in connection with the maintenance and operation of the Common Elements of the Building, advise the Board of any discrepancies with respect thereto; timely pay or cause to be paid all such bills and ground rent (if any), mortgage interest (if any), mortgage amortization (if any), water charges, sewer rent, assessments, real estate taxes and corporate income and other taxes and fees assessed against the Condominium as and when the same shall become due and payable.

(h) If requested by the Board and subject to the conditions set forth in the Managing Agreement, list and offer for sale, lease or sublease through its own organization and, if the Board shall deem it advisable, through other brokers on such terms and conditions as may be approved by the Board, space reserved, acquired or reacquired by the Board in the Building, and use its best efforts to effect sales, leases or subleases thereof, and to renew leases and subleases of such space, reserved, acquired or reacquired by the Board in the Building, including the preparation and execution of lease and sublease documents under the supervision of the Board's attorneys.

(i) Assist in the creation of an application package and accept applications from all prospective Unit Owners, and prospective tenants of space being leased by a Unit Owner or the Board (and, at the Board's request, for any other space in the Building) in connection with the transfer of ownership, and leases; assist with Unit Owners' bank applications to refinance existing mortgages; obtain credit and other reports relating to applications submitted by prospective Unit Owners or tenants, obtain from Unit Owners proposing to transfer ownership such record searches and other information as the Board may require, and submit same to the Board; in cooperation with the Board's attorneys facilitate transfers of ownership of apartments or leases, of space owned by Unit Owners, including but not limited to, the preparation and obtaining of a waiver of the right of 1st refusal and other agreements necessary to properly effect the transfer or leasing of the unit; and, if requested by the Board, in cooperation with the Board's attorneys, accept and process requests from unit owners for permission to perform apartment renovations, review architect or engineering plans, arrange for the execution of alteration agreements and obtain required certificates of insurance.

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

(k) Bill or cause to be billed, Unit Owners, for Common Charges, Assessments, rent and other charges, water charges, etc.; use its best efforts to collect such Common Charges, Assessments, rent and other charges and, when and if directed by the Board, cooperate with Board's attorneys to file appropriate liens and serve upon Unit Owners, or lessees of the Condominium notices to quit and surrender space occupied by them; cooperate with the Board's attorneys in all suits, actions and proceedings to collect Common Charges, Assessments, rent and other charges which may at any time be or become due to the Board from any Unit Owner or lessee of the Condominium with respect to space in the Building and/or to recover possession of any such space. No suit or summary proceedings

shall be instituted unless the Board's written authorization thereof is first obtained.

(l) Consider and, when reasonable, attend to complaints of Unit Owners and lessees, provided such complaints concern a violation of the Condominium Documents, a general building system, service, or common area. If the Managing Agent shall deem any such complaint unreasonable, it shall advise the Board of the complaint and the reason for its opinion that the complaint is unreasonable.

(m) Cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to employment of the Condominium's employees and the maintenance and operation of the Common Elements of the Building as required by any Federal, State or municipal authority.

(n) Not later than the twentieth day of each month, render or cause to be rendered regular monthly statements, supported by disbursement vouchers, to the Board, with remittance of amounts collected during the previous month less disbursements made on behalf of and for the account of the Board and less all such amounts as in the judgment of the Condominium's accountants it may be necessary or advisable to reserve or withhold to meet obligations due or which will or may become due thereafter, and for which current income will not or may not be adequate. A copy of each such monthly statement shall be provided by the Managing Agent to the President or the Treasurer of the Board and, if requested, to the Condominium's accountants by posting this data to a secure page for the Board's exclusive access on the internet.

(o) Set up, keep and maintain in good order a separate, accurate and full set of accounting records and books (other than books of account maintained by the Condominium's accountants) for the Board, and maintain orderly files containing records of maintenance income, insurance policies, leases, including commercial leases and commercial lease abstracts, correspondence, receipted bills and vouchers, and all other documents and papers pertaining to the Building or the operation thereof, and the same shall be and shall at all times remain the property of the Board, and the Managing Agent shall upon request of the Board make same available to the Board, its officers, accountants, attorneys or other representatives.

(p) Cooperate with the Condominium's accountants with regard to the annual audit of the books of account of the Condominium, including the annual report of the operations of the Condominium for the year then ended. A copy of each such annual report, when received, shall be promptly sent by the Managing Agent to each Unit Owner of the Condominium.

(q) Cooperate with the Condominium's accountants with regard to the preparation and filing on behalf of the Condominium of Federal, State, City and any other income and other tax returns required by any governmental authority. Prepare tax form 1099 if required, subject to terms of the Management Agreement upon receiving related information from the Condominium's accountant.

(r) When requested, cooperate with the Board and the Condominium's accountants in the preparation and submission to the Board of the Condominium of an operating budget setting forth the anticipated income and expenses for the Condominium for the ensuing year, a comparison of said budget to the income and expenses of the preceding and current years and any required explanations with respect thereto.

(s) When requested by the Board, cause a representative of its organization to attend monthly meetings of the Board and one (1) annual meeting of the Unit Owners. Whenever attendance by representatives of the Managing Agent is desired at such meetings, it is understood that every reasonable effort will be made on the part of the officers and Managers of the Board to schedule such meetings to begin at a sufficiently early hour so that they can be adjourned not later than 9:00 p.m., in view of the fact that these meetings generally take place at the end of a business day.

(t) Prepare and send out all letters, notices and reports as the Board may request.

(u) When the books of tentatively assessed valuations of the City of New York are opened for public inspection in each year, ascertain the assessment of the land on which the Building is located or forms a part, and the assessment of individual units in the Building, and comparable assessments and report such assessments to the Board. Should the Board consider such assessments excessive the Agent will, if requested by the Board, cooperate with the Board's attorneys in the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of the City of New York and, if the Board shall not have any regular attorneys, retain special counsel to prepare such application (with the Managing Agent's cooperation) and to institute tax certiorari proceedings.

(v) Promptly file upon execution hereof and thereafter as may be required by law an amended building registration statement with the appropriate governmental agency (or agencies), designating one of the officers or responsible employees of the Managing Agent as the "Managing Agent" of the Building in accordance with the Multiple Dwelling Law and Housing Maintenance Code.

(w) Provide storage for Building files at a secure off-premises facility and electronic file storage at the Condominium's expense, to be billed monthly.

(x) Maintain at its expense an emergency 24-hour, 7-day a week telephone answering service to receive emergency calls from the Condominium's representatives or tenants during periods other than regular business hours and respond to any such emergency calls promptly as may be appropriate under the circumstances.

The annual certified financial statement with respect to the Condominium will not be prepared by the Managing Agent. Such statement will be prepared by an independent certified public accountant engaged by the Board whose fees are to be paid by the Board and charged to the Unit Owners as a Common Expense.

All expenses incurred by the Managing Agent in performance of its duties will be reimbursed by the Board and charged to the Unit Owners as a Common Expense. In addition, the Board will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Board or for personal injury or property damage not resulting from the Managing Agent's negligence or failure to comply with its obligations under the Management Agreement.

The Board will maintain general liability insurance in an amount not less than $2,000,000.00 in the aggregate and umbrella liability insurance with limits not less than $10,000,000 in the aggregate which insurance will also name the Managing Agent as an additional insured. Additionally, the Board shall maintain worker's compensation and New York State Disability insurance.

Other Contractual Agreements

It is anticipated that a union, resident, full-time superintendent, two (2) union full-time porters and union doorman and/or concierge attendants will be retained by the Condominium subsequent to the First Unit Closing. Projected wages and other benefits are set forth in Schedule B in Part I of the Plan.

Sponsor has reserved the right, prior to the First Unit Closing, to modify, renew and replace any existing agreements and to enter into new agreements that will be binding on the Condominium Board, provided that there will be no material increase in the estimated Common Charges for the "Projected Budget for the First Year of Condominium Operation."

The current service contracts which are anticipated to be effective at the date of the First Unit Closing or service contract projections pertaining to the Building are as follows:

a) HVAC maintenance service - the cost to service the HVAC systems will be a Residential Common Expense. The cost of such service has been estimated by the proposed Managing Agent for the Building at $30,000.00 per year including sales tax.

Further, any air-conditioning equipment, including any piping and/or ductwork related thereto, which only services a particular Unit shall be the sole cost and responsibility of the individual Unit Owner. This responsibility includes all maintenance, repair and/or replacement of such equipment, piping and/or ductwork and any permits or code compliance required by any applicable law.

b) Exterminating Services - the cost of such services in the residential portions of the Building, which is a Residential Common Expense, has been estimated by the proposed Managing Agent for the Building at $2,500.00 per year, including sales tax.

An estimate for exterminating in the Commercial Unit has not been projected since it shall be the responsibility and cost of the Owner of the Commercial Unit to arrange for such services in that Unit.

c) Elevator maintenance service - the cost of such service for the two (2) passenger elevators of the Building, which is a Residential Common Expense, has been estimated by the proposed Managing Agent for the Building at $24,000.00 per year, including sales tax.

d) Fire Alarm System maintenance - the cost of maintaining the fire alarm system at the Building, which is a Residential Common Expense, has been estimated by the proposed Managing Agent to be $8,000.00 per year, including sales tax.

e) Compactor maintenance - the cost of maintaining the compactor at the Building, which is a Residential Common Expense, has been estimated by the proposed Managing Agent to be $2,000.00 per year, including sales tax.

f) Pool/Gym Operation & Maintenance - the cost of a lifeguard for the pool at the Building, which is a Residential Common Expense, has been estimated by the proposed Managing Agent to be $35,000.00, including sales tax. The open-air pool and common outdoor terrace will be located at the second floor of the Building. A gym/fitness room is also located at the second floor of the Building. During the summer season for the month of June through and including The Labor Day Holiday, the proposed hours of operation with lifeguard service will be Monday through Friday from 11:00 AM to 7:00 PM and Saturday and Sunday from 10:00 AM to 8:00 PM, all subject to the sole discretion of the Board of Managers of the Condominium. The cost of lifeguard service and maintenance of the pool is based upon a written service and maintenance proposal, dated _____, 2018, from Recreation & Fitness Management, LLC, located at 67-38 108th Street, Forest Hills, NY 11375.

g) Landscaping - the cost of maintaining the landscaping at the Building, which is a Residential Common Expense, has been estimated by the proposed Managing Agent to be $6,000.00, including sales tax.

h) Further, the cost of maintaining the following systems have been estimated by the Managing Agent:

(i)	Sprinkler system	$	2,500
(ii)	Ejector Pump	$	2,000
(iii)	Standpipe	$	2,000
(iv)	TV Monitors	$	2,000
(v)	Unaccounted for system	$	3,000

IDENTITY OF PARTIES

Sponsor

Pursuant to a Joint Venture Agreement, dated March 19, 2015, the Sponsors of the Offering Plan are LKH 23rd, LLC and 154 East 23, LLC, are affiliates, and limited liability companies formed pursuant to the laws of the State of New York on September 14, 2009 and December 24, 2013, respectively. The sole managing member of LKH 23rd, LLC is Bill Cheng and the sole managing member of 154 East 23, LLC is Kent Cheng. An additional active member of both Sponsor entities is Lillian Cheng.

The Sponsors' principal office is located at 2500 Secaucus Road, North Bergen, New Jersey 07047 and both managing members and Lillian Cheng maintain an office at that address.

Both Bill Cheng and Kent Cheng are real estate developers, owners, operators and investors and residents of New Jersey. Prior to this Offering Plan, both Bill Cheng and Kent Cheng have not been a sponsor or principal of sponsor of a cooperative, condominium or homeowners' association offering in the State of New York.

Lillian Cheng is a real estate developer, owner, operator and investor and is a resident of New York. Prior to this Offering Plan, Lillian Cheng has not been a sponsor or principal of sponsor of a cooperative, condominium or homeowners' association offering in the State of New York.

The Sponsors, their principals and affiliated entities have not been involved in any cooperative, condominium or homeowners' association offerings in the State of New York.

The Secretary of State has been designated to receive service of process for Sponsor.

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

Selling Agent

The Selling Agent for this offering is Cantor & Pecorella, Inc., a licensed real estate brokerage firm which has offices at 443 Greenwich Street, Unit 1G, New York, New York 10013. The principals of the Selling Agent have been involved with the development and marketing of numerous luxury condominium and cooperative projects in New York City for over twenty (20) years. The Selling Agent, and/or the principals or officers thereof, have no financial interest in the Property or the Sponsor, except that they are to be paid a fee for their services. There have been no prior convictions, injunctions, or judgments against the Selling Agent or the principals or officers thereof that may be relevant or material to the Offering Plan or any offering

of securities generally.

Architects

The Sponsor's Architect for the project is ODA, Office for Design & Architecture, P.C., located at 494 Broadway, 3rd Floor, New York, New York 10012. ODA, Office for Design & Architecture, P.C., and/or the principals thereof, have been providing architectural services in excess of ten (10) years.

P. Christian Bailey, a registered architect in the State of New York and a principal of ODA, Office for Design & Architecture, P.C., prepared the report which Sponsor has adopted as Sponsor's "Description of Property and Specifications." ODA, Office for Design & Architecture, P.C., and the principals thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, or any other party interested in this transaction, except for the fees for services rendered in connection with such report and other architectural services. ODA, Office for Design & Architecture, P.C., and/or the principals thereof, have been providing architectural services in excess of ten (10) years.

Counsel to Sponsor

The Sponsor has retained the law firm of D'Agostino, Levine, Landesman & Lederman, LLP, 345 Seventh Avenue, 23rd Floor, New York, New York 10001, to represent it in the preparation and consummation of the Offering Plan. John D'Agostino, Esq., a partner of the firm drafted the Declaration, the By-Laws, this Plan, the form of Purchase Agreement, the form of 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. It is suggested and expected that each Purchaser will consult and be represented by his own counsel in connection with this Offering.

D'Agostino, Levine, Landesman & Lederman, LLP, and/or the members thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, except that they are to be paid a fee for their services.

Managing Agent

The Managing Agent for the Property for the first year subsequent to the First Unit Closing will be Andrews Building Corporation, which has a place of business at 666 Broadway, New York, New York 10012. The Managing Agent or the principals thereof have been involved in the management of a significant number of Cooperatives, Condominiums and Rental properties in the greater New York metropolitan area consisting of approximately 200 properties. Andrews Building Corporation and/or its principals have been engaged in the management of Cooperatives, Commercial and Rental Properties for more than twenty-five (25) years. Some of the properties that Andrews Building Corporation has managed are as follows: the Atalanta Condominium, 100 Eleventh Avenue Condominium, One40 Franklin Condominium, and 141 Fifth Avenue Condominium.

Andrews Building Corporation, and/or the members thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, except that they are to be paid a fee for their services.

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

REPORTS TO UNIT OWNERS

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

(a) The financial statement of the Condominium prepared by a certified public accountant or public accountant by March 15th of each calendar year or the prior fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(b) A prior notice of the annual Unit Owner's meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium within ten (10) days prior to the date set for adoption thereof by the Board of Managers. While the Sponsor is in control of the Board of Managers, it shall be Sponsor's obligation to deliver to all Unit Owners a proposed annual budget which shall be certified as to its adequacy by an expert experienced in the management of condominium, cooperative and/or rental properties.

DOCUMENTS ON FILE

Copies of this Plan and all exhibits or documents referred to herein shall be 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 for such inspection for a period of six years from the date of the First Unit Closing. The Sponsor shall, at the time of the First Unit Closing, deliver to the Board of Managers a copy of all documents filed with the appropriate recording office.

GENERAL

A. Each Unit Owner shall be required to comply with and abide by the Declaration, the By-Laws and the Rules and Regulations of the Condominium made in accordance therewith and to pay the Common Charges levied by the Board of Managers. Such obligations shall be enforceable by the Board of Managers by foreclosure of the statutory lien against the Unit for the amount of any such unpaid Common Charges or by suit to collect the same by action for damages, by injunction or by other appropriate relief.

B. There are no lawsuits or other legal proceedings pending, the outcome of which could materially affect this Offering, the Purchasers of Units, the Property, Sponsor's capacity to perform all its obligations under the Plan, the Condominium or the operation thereof.

C. Based on Sponsor's review of the Attorney General's offering plan database, the Property located at 150 East 23rd Street, New York, New York 10010 was not the subject of a prior public offering. An Application to Test the Market pursuant to Cooperative Policy Statement No. 1 was accepted for filing by the Department of Law of the State of New York on November 30, 2017. File No. CP17-0112.

D. The Declaration and By-Laws of the Condominium located in Part II of this Plan are made part of this Offering Plan.

E. Annexed to the By-Laws are the Rules and Regulations of the Condominium which shall apply until amended by the Board of Managers.

F. This Plan contains an accurate summary of the pertinent provisions of the various documents referred to herein and copies thereof are on file with the Sponsor for inspection purposes. Any information, data, or representation not referred to in this Plan and not contained in the various documents mentioned herein, must not be relied upon. This Plan does not omit any material fact or contain any untrue statement of a material fact. No person has been authorized by the Sponsor to make any representation which is not expressly contained herein.

G. Sponsor hereby represents that neither it, nor any of its agents, will refuse to sell or offer, or will otherwise discriminate against any person or persons by reason of their race, religion, color or place of national origin in the sale, transfer or lease of Units described in this Plan.

H. This Plan may not be changed or modified orally.

I. Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers or prospective Purchasers without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided, such as in the case of an

uncured default, nor unilaterally change the purchase price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then-existing Purchasers or reducing the undertakings or obligations of Sponsor, such Purchasers will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreements by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter.

J. Sponsor hereby represents that neither it or any of its agents has entered into a contract or agreement to sell a Unit and no deposits or advances of funds have been received or will be accepted, as of the date the Offering Plan is accepted for filing by the Department of Law.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

As against all other Unit Owners, their successors, assigns and/or heirs, and the Board of Managers, the Sponsor, its successors and assigns, shall have the exclusive right to cause any part or all transferable air rights and/or development rights pertaining to the Property, which Sponsor is herein reserving for itself, its successors and assigns, to be conveyed, transferred or otherwise assigned to any other premises, "zoning lot," "development" or "enlargement" as those prior three terms are now defined in the Zoning Resolution of the City of New York, as amended, and Sponsor hereby binds itself, its successors and assigns from transferring, assigning, or surrendering in whole or in part any transferable air rights and/or development rights, if such transfer, assignment or surrender shall make illegal the erection, existence or restoration or use of the Building at the time of the recordation of the Condominium Declaration or as will allow any party, including Sponsor as the holder of Unsold Units to build on or directly above the land and/or expand the Building, except the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers, and in such event, any construction shall be made only in accordance with the Condominium's Declaration and By-Laws. As used herein, "transferable air rights and/or development rights" shall be defined to include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution. As stated above, the Sponsor will not build any further on or above the Property. Based upon the approved New Building Plans for the construction of the Building, currently there are approximately 696.5 square feet of usable excess transferable air rights and/or development rights.

The Sponsor, its successors and assigns, herein have the right to cause the Board of Managers and all of the Unit Owners to take such action and execute, acknowledge, deliver and record, at the sole cost and expense of Sponsor, and/or its successors and assigns, in the Register's Office of the County of New York in the City of New York and elsewhere, if required by law, such instruments and documents, including, but not limited to (i) lease(s), zoning lot agreement(s), declaration(s), and/or grant(s) of such Unit Owner's and such Board's interests, if any, in the Property with respect only to any transferable air rights and/or development rights for the purpose of confirming the ownership of Sponsor and/or its successors and assigns; (ii) any amendment to the Condominium Declaration which the Sponsor and/or its successors and assigns deems necessary or appropriate to effectuate its rights under and for the purposes set forth in the Condominium Declaration.

Failure of the Unit Owners and Board of Managers to comply with the terms of the Condominium Declaration shall result in liquidated damages payable by the Board of Managers to the Sponsor, and/or its successors and assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor and/or its successors and assigns for the transfer, assignment or surrender of such transferable air rights and/or development rights.

As a result of Sponsor's reservation of transferable air rights and/or development rights, the Building may not be expanded without the purchase of said rights from Sponsor.

Additionally, the transfer of such development rights to adjoining premises may allow the owner of an adjoining premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

SPONSOR'S STATEMENT OF BUILDING CONDITION

GENERAL

Sponsor represents that, to the best of its knowledge, the Description of Property and Specifications hereinafter set forth in Part II of the Plan, which Sponsor hereby adopts, accurately summarizes the general nature of the systems, materials, equipment, appliances and fixtures to be contained in the Building on completion of construction. Sponsor represents that Sponsor has no knowledge of any material defects or need for major repairs to the Property except as set forth in the Description of Property and Building specifications. However, Sponsor reserves the right to substitute in place thereof, without prior notice or amendment to the Plan, systems, materials, equipment, appliances and fixtures of Equal or Better Quality, meaning comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable, and/or construction procedures which are equal to or of better custom for the industry in which the Property is located as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. Sponsor further reserves the right to make all decisions relative to construction methods, practices and designs. In addition, Sponsor will, by the First Unit Closing or within a reasonable period thereafter, cure or cause to be cured all violations of record against the Property as set forth in the Plan.

The Description of Property and Specifications set forth in Part II of the Plan was prepared by P. Christian Bailey of the architectural firm of ODA, Office for Design & Architecture, P.C., and is included in this Plan in reliance upon the expertise of such firm.

PART II

THIS DOCUMENT IS A LEGALLY BINDING DOCUMENT AND SHOULD BE READ CAREFULLY BY EACH PROSPECTIVE PURCHASER AND SHOULD BE REVIEWED BY EACH PROSPECTIVE PURCHASER'S ATTORNEY BEFORE EXECUTING IT.

PURCHASE AGREEMENT ("Agreement")
150 EAST 23RD ST. CONDOMINIUM ("Condominium")

Purchaser's Name:_____

Social Security No.:_____

Address:_____

Telephone No.:_____

Additional Purchaser's Name:

Social Security No.:_____

Address:_____

Telephone No.:_____

Unit Number:_____, and Storage Room #:_____ (if applicable)

Percentage Interest in Common Elements:_____

*Aggregate Down Payment, including License Deposit, if applicable (not including custom work**):

a) Initial Down Payment (10%) (50% if applicable***) $_____
b) Additional Down Payment (5%) $_____

Balance Due at Closing $_____

Total Purchase Price**** $_____

Name(s) and manner in which title will be taken:_____

* The term "Down Payment," as used herein, refers to both the Initial Down Payment and, if the same has been paid at the time in question, the Additional Down Payment. The Additional Down Payment is due on the earlier to occur of (i) _____ (which is one hundred twenty (120) days after Purchaser receives a countersigned copy of this Agreement from Sponsor or the Selling Agent) or (ii) fifteen (15) days after Purchaser receives a written notice or amendment to the Plan declaring the Plan effective (but in no event later than the Closing Date).

** additional Deposit for custom work $_____

*** If a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make an Initial Down Payment equal to fifty percent (50%) of the applicable Total Purchase Price and will not be required to make an Additional Down Payment.

**** If applicable, the Total Purchase Price is allocated as follows: $_____ for the Residential Unit; and $_____ for the Storage Room License Payment.

Statement of Seller

LKH 23rd, LLC and 154 East 23, LLC, with addresses at 2500 Secaucus Road, North Bergen, New Jersey 07047, limited liability companies formed pursuant to the laws of the State of New York (hereinafter collectively the "Sponsor" or "Seller"), have promulgated a Plan of Condominium Ownership of 150 East 23rd St. Condominium ("the Plan") pursuant to which the land with appurtenances and the Residential Units and the Commercial Unit ("the Units") being newly constructed by Seller, located at 150 East 23rd Street, New York, New York 10010, will be declared to be a condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser

Purchaser acknowledges as follows:

I have received and read a copy of the Plan and all filed amendments thereto. Said Plan, which includes the Declaration to be made by the Seller and to be recorded in the Office of the Register of the City of New York, New York County, the Schedules, By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Agreement with the same force and effect as if fully set forth herein.

AFTER DELIVERING AN EXECUTED AGREEMENT, TOGETHER WITH THE REQUIRED DEPOSIT, I WILL BE AFFORDED SEVEN (7) DAYS TO RESCIND THIS PURCHASE AGREEMENT AND HAVE THE FULL DEPOSIT REFUNDED TO ME PROMPTLY, PROVIDED THAT I HAVE NOT HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SUCH DELIVERY. SUCH RESCISSION MUST BE BY WRITTEN NOTICE, ADDRESSED TO SPONSOR, AND BE POSTMARKED OR HAND DELIVERED NO LATER THAN MIDNIGHT OF THE 7TH DAY SUBSEQUENT TO MY DELIVERING THE EXECUTED PURCHASE AGREEMENT. IF I HAVE HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR NOT LESS THAN THREE (3) BUSINESS DAYS PRIOR TO MY MAKING THE AFORESAID DELIVERY, I SHALL NOT BE PERMITTED THE AFOREMENTIONED SEVEN (7) DAY TIME PERIOD TO RESCIND THIS PURCHASE AGREEMENT.

The seven (7) day rescission period is (delete whichever is incorrect): applicable; not applicable.

Purchaser has been given an opportunity to examine the architectural plans for the above-numbered Unit and for the building in which it is located ("the Building"), prepared by ODA, Office for Design & Architecture, P.C. ("the Architect").

Purchaser is desirous of purchasing the above-numbered Unit, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid Register's Office, together

with an undivided interest in the Common Elements appurtenant thereto (the above-numbered Unit and the undivided interest being hereinafter collectively called the "Unit");

Agreement Between Seller and Purchaser

For good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. **Payment for Unit**. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Unit for the Total Purchase Price stated above. The Initial Down Payment stated above has been made on the signing of this Agreement, receipt of which by check subject to collection is hereby acknowledged by Seller. For all Purchasers who are required to make an Initial Down Payment of ten percent (10%) of the Total Purchase Price, within 120 days after receipt of the executed Purchase Agreement from Sponsor or upon the Plan being declared effective, whichever is earlier, the Additional Down Payment equal to 5% of the Total Purchase Price must be made by Purchaser or Purchaser shall be in default under the terms of this Agreement. No Additional Down Payment shall be required if the Purchaser is a foreign government or other person or entity referenced on the cover page of this Purchase Agreement and who or which has made a fifty percent (50%) Initial Down Payment as required above. If the check representing the Initial Down Payment or the Additional Down Payment is returned for insufficient funds or for any other reason (i) such return shall be deemed a non-curable default by Purchaser and this Agreement shall automatically be deemed cancelled, and (ii) upon such cancellation 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 any obligation to account to Purchaser for any of the proceeds of such sale. Notwithstanding anything herein to the contrary, whether or not the Seller has canceled this Agreement as provided above, if the Seller has not collected the proceeds of any check for any payments due under this Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including, without limitation, all attorneys' fees and expenses incurred by the Seller in connection therewith. The Balance Due at Closing shall be payable at the closing of title, as hereinafter provided in Paragraph 2, by unendorsed certified or cashier's check of Purchaser drawn on a bank or trust company which is a member of the New York Clearing House Association to the order of Seller or as otherwise directed by Seller.

2. **Closing of Title**. The closing of title shall take place on no less than thirty (30) days' prior written notice to Purchaser at such place as Seller may designate, at an hour and on a date (hereinafter called the "Closing Date") to be specified by Seller. Such date shall be no earlier than thirty (30) days after the date on which written notice is given to Purchaser that the Plan has been declared effective (unless Purchaser and Seller shall agree on an earlier Closing Date). Seller shall have the right, from time to time, to adjourn the Closing Date on written notice to Purchaser. If adjourned, Seller shall fix a new date and time for the closing of title to the Unit and shall give Purchaser not less than five (5) days written notice of the newly scheduled Closing Date. Purchaser shall be entitled to one reasonable adjournment of up to ten

(10) days (hereinafter the "Adjourned Closing Date"), on five (5) days written notice by Purchaser to Seller, provided that Purchaser may not seek an adjournment of any kind based upon any provision set forth in Paragraph number 18(i) herein. If, through no fault of Seller, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date, or the Adjourned Closing Date, and Seller does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustments for real estate taxes and common charges will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the closing of title occurs, and (b) Purchaser will be required to pay Seller, as a reimbursement of Seller's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Seller under this Agreement and the Plan, an amount equal to 0.04% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, though no fault of Purchaser, Seller postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

At the closing of title Seller shall deliver to Purchaser a bargain and sale deed, with covenant against grantor's acts, conveying the Unit to Purchaser, such deed to be in the form contained in Part II of the Plan, executed and acknowledged by Seller in form for recording.

Simultaneously with the delivery of the deed, Purchaser (i) shall cause the proceeds of any mortgage loan to be transferred to the Seller on account of the Total Purchase Price, (ii) shall execute and deliver to the mortgagee the note and mortgage, and any other documents required by the mortgagee, as well as any documents required by Seller and (iii) shall deliver the Balance Due at Closing.

Title to the Unit will close only after or concurrently with the occurrence of the events set forth in the Section of the Plan entitled "Closing of Title to Units".

3. **Power of Attorney to Board of Managers**. At the closing of title and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the power of attorney to the Board of Managers in the form contained in Part II of the Plan. Purchaser agrees to deliver such power of attorney to Seller at the closing of title for recording and to pay the recording fee.

4. **Binding Effect of Declaration, By-Laws, Plan, Rules and Regulations**. Purchaser hereby agrees to be bound by the Declaration, the By-Laws, the Rules and Regulations and the Plan.

5. **Condition of Title**. Seller agrees to convey to Purchaser title in fee simple to the Unit free and clear of all liens and encumbrances other than those set forth in the Plan, specifically in Part I thereof in the section titled "Terms of Sale," and Exhibits submitted in connection therewith (as well as other mortgages, if any, obtained by Purchaser).

Notwithstanding the above, the existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided that a reputable title insurance company licensed to do business in the State of New York shall be willing to insure against collection of same from the Unit herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the property, not provided for in the Plan or this Agreement, out of the monies to be paid by the Purchaser at the time of closing title.

6. **Expenses of Closing and Closing Adjustments**. Purchaser will pay the closing costs and expenses referred to in the Section of the Plan (as same may be amended to date) entitled "Unit Closing Costs and Adjustments," including, but not limited to, the amount of any credit for mortgage recording tax or mortgage recording tax reimbursement as set forth in such Section, payment for title insurance, if Purchaser elects or is required by a lender to obtain same, recording fees for recording the Deed, Power of Attorney and any Partial Release and/or UCC-3 Termination Statement for the Unit related to Sponsor's financing encumbering the Building, real estate taxes, New York City Real Property Transfer Tax, New York State Transfer Tax, Seller's attorney's fees for closing the Unit, and costs associated with obtaining a mortgage loan. The legal fees of Seller's attorneys in the amount of $2,500.00 will be payable by Purchaser to D'Agostino, Levine, Landesman & Lederman, LLP, if rendered by such firm, provided that an additional fee of $500.00 per closing shall be due and payable for any Unit closing which occurs outside the office of Seller's attorneys at the request of the Purchaser, Purchaser's attorney, Purchaser's lender, or title company. A further fee of $350.00 shall be payable by Purchaser to Seller's attorneys for the work involved for each assignment of a purchase agreement or contract. Assignments are permitted only with prior written consent of Sponsor. Finally, a legal fee in the amount of $350.00 shall be paid by Purchaser to Sponsor's attorneys for each cancellation of a Purchase Agreement and/or release related thereto if prepared by such firm. Purchaser will also pay to the Board of Managers the sum equal to two months of Common Charges for the Unit being purchased as Purchaser's contribution to the Working Capital Fund of the Condominium. Except as otherwise provided in this agreement, real estate taxes and Common Charges and expenses shall be adjusted between Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Seller in excess of $500.00 will be paid by certified check or bank check drawn on a bank or trust company which is a member of the New York Clearing House Association or any successor organization. The obligation of the Purchaser to pay the transfer taxes as stated above shall survive the Closing.

Notwithstanding anything herein to the contrary, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance, which, if requested by Purchaser, Sponsor shall order on Purchaser's behalf from Summit Associates or All New York Title Agency, Inc. as agent for First American Title Insurance Company of New York. However, notwithstanding anything herein to the contrary, a Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company.

7. **Agreement Subject to Mortgages**. Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage or development loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this Paragraph 7, however, on the Closing Date the only mortgage to which the Unit will be subject will be to any other mortgage(s) obtained by Purchaser.

8. **Mortgage Financing Contingency**. THE PURCHASE OF THE UNIT WILL NOT BE CONDITIONED ON FINANCING AND THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED. Any prospective purchaser who executes this Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. A purchaser will be obligated to pay the balance of the Purchase Price regardless of the fact that either: (i) such Purchaser fails, or is unable to obtain a satisfactory mortgage commitment, or (ii) once a satisfactory mortgage commitment has been obtained, the same either lapses, expires or is terminated. In the event that a Purchaser fails, neglects or refuses to duly pay the balance of the Purchase Price for any reason, including financing problems, such Purchaser will be in default under this Purchase Agreement. Prospective purchasers who require financing are advised to consult with a lending institution before execution of this Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing.

9. **Default by Purchaser**. If Purchaser shall fail to pay any portion of the Down Payment or the balance of the purchase price when due, fail to close title on the date, hour and place specified by Seller pursuant to Paragraph 2 hereof or fail to perform any of Purchaser's other obligations hereunder, such failure shall constitute a default by Purchaser. Seller shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THIS AGREEMENT WITHIN SUCH THIRTY (30) DAY PERIOD. If such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Seller has no obligation to extend the time to cure and may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the Down Payment and any other amounts paid by Purchaser for any special or custom work shall be paid over to Seller as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. In the event that Seller shall elect so to cancel this Agreement, Seller shall certify to its attorneys, D'Agostino, Levine, Landesman & Lederman, LLP, that title has not closed because of Purchaser's default, that a notice to cure was delivered to Purchaser and Purchaser has failed

to cure the default within thirty (30) days from the mailing date or within thirty (30) days from personal delivery of such notice and that Seller has elected to cancel this Agreement by reason thereof, and D'Agostino, Levine, Landesman & Lederman, LLP, shall thereupon pursuant to Paragraph 16 hereunder, cause to have paid over to Seller as liquidated damages the Down Payment (and the actual cost incurred by Seller for any special work in the Unit ordered by Purchaser) and any interest earned thereon, and upon such payment being made each of the parties hereto shall be relieved of any further liabilities or obligations hereunder. If Sponsor instructs Escrow Agent to release the Deposit, then 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 either (a) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in this Purchase Agreement; (b) a subsequent writing signed by both Sponsor and Purchaser; or (c) a final, non-appealable order or judgment of a court. 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 Condominium is located and shall give written notice to both parties of such deposit. Seller shall reimburse D'Agostino, Levine, Landesman & Lederman, LLP insofar as it is acting in its capacity as Escrow Agent for its reasonable cost and expenses, including attorney's fees and the fair value of legal services rendered by the Escrow Agent to itself incurred as a result of any dispute or litigation concerning the right to the Down Payment. Sponsor shall not seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. If this Agreement shall be canceled by Seller pursuant to the provisions of this Paragraph 9, Seller may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. D'Agostino, Levine, Landesman & Lederman, LLP may rely upon the truth and accuracy of the facts contained in Seller's certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

10. **Agreement May Not be Assigned; Advertising**. Purchaser shall have no right to assign this Agreement without the prior consent in writing of Seller and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller. In the event Sponsor consents to the assignment of this Agreement, Purchaser shall pay D'Agostino, Levine, Landesman & Lederman, LLP the legal fee of Sponsor's attorneys for reviewing the assignment agreement. Such fee shall be approximately $350.00, plus disbursements. Prior to the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale.

11. **Notices**. Any notice to be given hereunder shall be in writing and sent by registered or certified mail or personal delivery to Purchaser at the address given above and to Seller at 2500 Secaucus Road, North Bergen, New Jersey 07047 (with a copy to D'Agostino,

Levine, Landesman & Lederman, LLP, 345 Seventh Avenue, 23rd Floor, New York, New York 10001) or at such other address as either party may hereafter designate to the other in writing. All such notices and communications shall be deemed to have been received on the date of personal delivery or on the fifth day after mailing.

12. **No Representation**. Except as herein or in the Plan specifically set forth, Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements of any nature, whether made by Seller, Seller's Counsel or Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit, the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the building services or amenities, the estimated Common Charges and expenses allocable to the Unit or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Purchaser. Purchaser agrees that Seller shall have no liability or responsibility to Purchaser if the layout or dimensions of the Unit or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications for the Building are not accurate or correct, provided such layout or dimensions conform substantially to the floor plans and the architectural plans and specifications for the Building and the site as modified or supplemented in accordance with the Plan and that Purchaser will not be relieved from his obligations hereunder by reason of any minor inaccuracy or error. This provision shall survive the closing of title to the Unit.

13. **Recording of Deed and Power of Attorney**. At the closing of title, Purchaser will deliver the executed deed received from Seller and executed and acknowledged power of attorney to the representative of the title company, if any, or to Seller for recording in the Office of the Register of the City of New York, New York County. Such deed and power of attorney will be in the form set forth in the Plan.

14. **Binding Effect**. This Purchase Agreement shall not be effective or binding on Seller until a counterpart hereof is executed by Seller and delivered to Purchaser. Subject to the provisions hereof, this Purchase Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

15. **Agreement Subject to Plan Becoming Effective; Seller's Right to Cancel**. This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Seller at any time prior to its being declared effective and before eighty percent (80%) of the Residential Units have been purchased. Seller also reserves the right to abandon the Plan after it has been declared effective pursuant to other provisions of the Offering Plan as set forth in the section titled "Effective Date of Plan". Additionally, the Plan shall be abandoned and deemed abandoned if it has not been declared effective within the time prescribed by the Plan. If the Plan is abandoned or does not become effective this Purchase Agreement shall be deemed cancelled, and the Plan terminated and Purchaser is to receive back, not later than twenty (20) days thereafter, in full, all monies paid by him hereunder, and upon such repayment no party shall have any claim against any other party, person or entity, and all parties shall be released

from all obligations hereunder and under the Plan. If, after the Plan is declared effective, title to the Unit shall not close within the time set forth in Paragraph 2 hereof or in the Plan, for any reason other than Purchaser's default, then, at Purchaser's option, upon prior written notice sent by Purchaser to Seller within fifteen (15) days subsequent to the end of the scheduled closing date, after permitted adjournments, this Purchase Agreement shall be deemed cancelled. If this Purchase Agreement is cancelled pursuant to the provisions of this paragraph, then not later than twenty (20) days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereon, if any. Upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations.

Seller may cancel this Purchase Agreement by forwarding its check in the full amount paid by the Purchaser, together with a notice in writing, addressed to the Purchaser at his address hereinabove set forth in the event of the occurrence of any of the following: (a) that any governmental bureau, department or subdivision thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions shall prevent the Seller from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the dwellings; or (b) that the Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, acts of God or if the installation of public utilities is restricted or curtailed.

Notwithstanding anything herein to the contrary, Sponsor anticipates the First Residential Unit Closing to occur on or about January 1, 2019 but said closing may occur sooner should the Building be completed and ready for occupancy earlier. In the event that the First Residential Unit Closing with a temporary or permanent Certificate of Occupancy is delayed twelve (12) months or more beyond January 1, 2019, then all Purchasers who have executed Purchase Agreements and whose Purchase Agreements are still in effect, will be given the right to rescind their Purchase Agreements.

16. **Monies to be Held in Trust; Escrow Agent and Escrow Account; Down Payment; Payment of Purchase Price; Notice of Closing.**

The required Down Payment pursuant to this Agreement will be either fifteen percent (15%) or, if applicable, fifty percent (50%) of the Total Purchase Price for the Unit set forth in the Plan, as amended, which Down Payment shall be increased by special custom work or materials, if any, requested by Purchaser and agreed to by Sponsor in its sole discretion and as itemized in this Agreement.

In accordance with section 71-a(3) of the Lien Law, Sponsor has appointed the law firm of D'Agostino, Levine, Landesman & Lederman, LLP , with an address at 345 Seventh Avenue, 23rd Floor, New York, NY 10001, telephone number (212) 564-9800, to serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser to hold all Deposits, other than the deposit for a copy of the Offering Plan, received by it from Purchasers, either directly or through its agents or employees in trust (the "Deposit" or "Deposits"). Escrow Agent has designated the following partners to serve as signatories: John D'Agostino, Esq., Michael J. Levine, Esq., Wayne R.

Landesman, Esq., Bruce H. Lederman, Esq., Bettina Miraglia, Esq. and Jose M. Rivera, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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

The Escrow Agent has established the escrow account at HSBC Bank, N.A., located at 800 Avenue of the Americas, New York, NY 10001 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled D'Agostino, Levine, Landesman & Lederman, LLP Escrow Account for 150 East 23rd St. Condominium ("Escrow Account"). The Escrow Account is insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Deposits will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Bank, the aggregate of Purchaser's funds at the Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Bank, Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Escrow Agent makes no guarantee of the solvency of the Bank. If the FDIC insurance limits change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account.

All Deposits remitted to Escrow Agent shall be in the form certified or official checks, personal checks subject to collection, money orders, or, subject to Sponsor's prior written approval, wire transfers, and shall be made payable to, or endorsed by the Purchaser to, the order of D'Agostino, Levine, Landesman & Lederman, LLP, as Escrow Agent.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which, as of March 14, 2018, was approximately 0.125% for deposits of less than $100,000.00 and approximately 0.225% for deposits of $100,000.00 or more. Interest shall begin to accrue as of the date the deposit of the Down Payment clears and is posted by the Bank to the Escrow Account. Absent Purchaser's default, all interest earned thereon shall be paid to or credited to the Purchaser at Closing. Prior to the release of the Deposits, no fees of any kind from the principal or any interest earned thereon may be deducted from the Escrow Account, and the Sponsor shall bear all administrative costs associated with the maintenance of the Escrow Account.

Within five (5) business days after the Purchase Agreement is executed by all necessary parties and tendered to Escrow Agent along with the Deposits, the Escrow Agent shall sign the Purchase Agreement and place the Deposits into the Escrow Account. Within ten (10) business

days of the placing the Deposits in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposits. 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 with the terms of the Purchase Agreement between Purchaser and Sponsor.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposits are placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the fully-executed Purchase Agreement and Deposits to Escrow Agent, the Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the fully-executed Purchase Agreement and Deposits 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 Deposits were timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

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

Under no circumstances shall Sponsor seek or accept release of the Deposits of a defaulting Purchaser until after Consummation of the Offering Plan, as evidenced by the acceptance of an effectiveness amendment by the New York State Department of Law. Consummation of the Offering Plan does not relieve the Sponsor of its obligations pursuant to GBL §§352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposits if so directed:

(a) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in this Purchase Agreement; 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 Deposits pursuant to paragraphs (a), (b), or (c) above, and the Escrow Agent receives a request by either party to release the Deposits, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposits. If the Escrow Agent has not received notice of objection to the release of the Deposits prior to the expiration of the thirty (30) day period, the Deposits 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 Deposits within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposits 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 Deposits contained in the Escrow Account with the clerk of the county where the Condominium is located and shall give written notice to both parties of such deposit.

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

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

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

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

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

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

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).

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.

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.

Sponsor shall obtain, or cause the Selling Agent under the Offering Plan to obtain, a completed and signed W-9 (Request for Taypayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), whichever may be applicable, from Purchaser and deliver such form to Escrow

Agent together with the Deposit and this Purchase Agreement. Notwithstanding anything contained herein to the contrary, unless and until Purchaser has delivered to the Escrow Agent a completed and originally-executed Form W-9 or Form W-8BEN, whichever may be applicable, the Down Payment will be deposited in a non-interest-bearing escrow account at the Bank.

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.

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.

As an alternative to depositing Down Payments in escrow as set forth above, Seller may post a bond or indemnity contract with a licensed surety company ensuring return of such monies, which bond or contract is to be delivered to Purchaser. The use of the foregoing alternative escrow will first be disclosed in an amendment to the Offering Plan and made subject to all applicable laws and regulations. See "Rights and Obligations of Sponsor" section of the Offering Plan for further information.

YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.

In the event of an uncured default by Purchaser in his obligations under the Purchase Agreement, no more than fifteen percent (15%) or, if applicable, fifty percent (50%) of the Total Purchase Price plus any interest earned thereon, may be retained as liquidated damages. Notwithstanding the above, the actual cost incurred by Seller for any special work in the Unit requested by Purchaser and agreed to by Sponsor, in its sole discretion may also be retained as liquidated damages. Seller agrees not to seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. No Down Payment or other monies shall be released pursuant to an uncured default by Purchaser prior to the First Unit Closing and/or the Consummation of the Plan.

The balance of the Total Purchase Price will not be payable until closing of title to the Unit.

Following the declaration of effectiveness of the Plan, Purchaser will be given at least thirty (30) days prior written notice of the closing date for his Unit, which notice will also remind him of his obligation to pay the balance of the purchase price at that time and will state when Common Charges will be due and payable.

17. **Equipment and Furnishings**. Seller will provide Purchaser only with the fixtures, equipment, hardware, appliances and furnishings referred to in the Plan, which are included in the purchase price of the Unit. Furnishings, equipment, appliances and decorations in any model unit or sales office not referred to in the Plan are excluded from this sale unless specifically included by a rider to this Purchase Agreement. The cost of any such items will be added to the purchase price of the Unit.

18. **Acceptance of Condition of Unit; Risk of Loss**.

(i) Purchaser shall accept title (without abatement in or credit against the purchase price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit, including custom work, or the Building or (b) other Units or (c) any recreation facilities and/or amenities or (d) the landscaped areas or (e) other portions of the Common Elements have not been completed. Minor details referred to in (a) above shall include but not be limited to any items which Purchaser may set forth or which are set forth on the Punchlist Inspection Statement, appearing in Part II of the Plan. The Punchlist Inspection Statement shall survive the closing of title.

(ii) Prior to the closing of title to a Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Seller or the Selling Agent. Purchaser shall have the right to enter and inspect such Unit prior to the closing of title, but shall be obligated to make an inspection appointment with Seller or the Selling Agent. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the closing of title thereto.

(iii) Purchaser represents to Seller that he has examined the Unit and agrees that his execution of this Purchase Agreement shall constitute acceptance of the Unit and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present condition on the date of this Purchase Agreement, subject to reasonable use, wear, tear and natural deterioration between the date of this Purchase Agreement and the Closing Date and subject to any other obligations of Seller under the terms of the Plan.

(iv) The risk of loss from fire or other casualty with respect to the Unit shall remain with Seller until the closing of title for the Unit. Seller at its sole discretion, reserves the right to either repair or restore such Unit whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty not otherwise covered by either Sponsor's insurance or the Board's insurance with respect to the Unit. Additionally, in the event that

Purchaser, or one claiming by or through Purchaser enters into possession of the Unit prior to the closing of title, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Seller shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment. Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. PURCHASER SHOULD CONSULT WITH AN ATTORNEY AND/OR INSURANCE AGENT AS TO HIS OR HER INSURANCE NEEDS.

(v) Prospective Purchasers of a Storage Room are advised that the construction of a particular Storage Room may or may not be completed prior to the closing date of a particular Residential Unit. In such event, the Purchaser of a Residential Unit shall be required to close title to his or her Residential Unit and the Storage Room regardless of the fact that the Storage Room is not completed and available for use by such Residential Unit Owner. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Room will be held in escrow by Sponsor's attorneys until the date that the Storage Room is made available for Purchaser's use. Sponsor intends to complete the construction of all of the Storage Rooms prior to the issuance of the Temporary Certificate of Occupancy for all of the Residential Units in the Building.

19. **Possession of Unit Prior to Closing**. It is expressly understood and agreed that the Purchaser shall in no event take possession of the Unit prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this Purchase Agreement, and should the Purchaser violate this provision, the Purchaser consents that the Seller shall have the right to remove him from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Seller, and if the Seller so elects, the Seller may cancel this Agreement and the amount deposited hereunder shall belong to the Seller as liquidated damages deemed earned hereunder. It is further understood and agreed that the Seller will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the property before, on or after the closing of title herein.

20. **Limitation of Seller's Liability**. The Seller's liability under this Purchase Agreement for failure to complete and/or deliver title for any reasons whatsoever shall be limited to the return of the money deposited hereunder (with interest, if any), and upon the return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Seller shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the Unit marketable or to cure any objection to title.

21. **Definitions**. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be deemed joint and several. The terms used herein shall have the same meanings as ascribed thereto in the Plan.

22. **Gender**. The use of the masculine gender in this Purchase Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

23. **Other Agreements**. This Purchase Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them and no oral representations or statements shall be considered a part hereof.

24. **Amendment of Purchase Agreement**. This Purchase Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

25. **Brokerage**. Purchaser represents and warrants to Seller that Cantor & Pecorella, Inc. and _____, as the co-broker, are/is the only broker(s) or sales agents with whom Purchaser has dealt in connection with this transaction, hereinafter the "Broker". Seller agrees to pay the commission earned by the Broker pursuant to a separate agreement between Seller and the Broker. Purchaser agrees that should any claim be made against Seller or Broker, for commissions by any other broker or co-broker, other than the aforementioned Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Seller and Broker free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this paragraph 25 shall survive the closing of title.

26. **Governing Law**. This Purchase Agreement shall be governed by and construed in accordance with the law of the State of New York, notwithstanding the principals of Conflict of Laws.

27. **Jury Waiver**. Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Purchase Agreement or the relationship of the parties as Purchaser and Seller, or the right of Purchaser to any statutory relief or remedy.

28. **Costs of Enforcing and Defending Agreement**. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement, or in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing either Seller's rights or Purchaser's obligations hereunder, but only in the event the Sponsor prevails.

29. **Acceptance by Seller**. 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 Initial Down Payment to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. Within thirty (30) days after delivery to Seller or its Agent by Purchaser of this Purchase Agreement, executed by Purchaser, together with the required Initial Down Payment, Seller will either:

(a) accept this Agreement and cause to be returned to Purchaser a fully executed counterpart thereof, or

(b) reject this Agreement offer and refund the Initial Down Payment tendered by Purchaser.

If Seller takes no action within said thirty (30) day period this Purchase Agreement shall be deemed null and void and Seller will return Purchaser's Down Payment within twenty (20) days.

Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Purchase Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written 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 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, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

30. **Transfer Tax Returns**. At closing, Purchaser will duly complete and sign before a Notary Public the transfer tax return required to be filed with the City of New York and the appropriate New York State form (TP-584 or its successor) required to be filed with the New York County Register's office. This transfer tax return and TP-584 form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Seller's attorney) for filing with the proper governmental officer.

31. **Foreign Investment in Real Property Tax Act**. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), upon disposition of a United States real property interest by a foreign person on or after February 17, 2016, the Purchaser of such real property interest must deduct and withhold a tax equal to ten percent (15%) of the purchase price unless the Seller furnishes a certificate that it is not a foreign entity or individual. Seller, a New York limited liability company, will furnish to Purchaser a non-foreign certification at closing, thereby complying with FIRPTA and relieving Purchaser from any withholding obligations.

32. **Custom Work**. Purchaser acknowledges and agrees that all custom work ordered by Purchaser and consented to by Seller in its sole and absolute discretion, is to be performed by Sponsor's contractors. The cost of such custom work will be in addition to the total purchase price for the Unit and will be at the sole cost and expense of Purchaser. The initial downpayment for the purchase of the Unit will be increased by the total cost of the custom work. Although initially deposited in escrow, upon the rescission of a Purchase Agreement by Purchaser, the funds deposited for the extra custom work will not be refunded to the Purchaser to the extent such funds have already been disbursed or are required to pay for the custom work.

33. **Damage to Public Improvements, Amenities and Common Elements.** Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Element on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Seller, then and in that event, Seller may complete same at the expense of Purchaser who shall reimburse Seller for the cost thereof immediately upon demand. This paragraph shall survive delivery of the deed at Closing.

34. **Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction**. If applicable, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will be required at the time of closing of title to the Purchaser's Unit, to expressly waive any and all immunity from suit by Sponsor and/or the Board of Managers of the Condominium. Such Purchasers at closing will be required to execute the "Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction" which is attached hereto as Exhibit A to the Purchase Agreement.

35. **Confidentiality**. Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

36. **Storage Room**. If applicable, the Purchaser will be assigned one or more Storage Rooms in the Building and at the Closing will be required to execute a Storage Room License governing the use of the Storage Room(s). A copy of the Storage Room License to be executed at Closing is attached hereto as Exhibit "B". The Storage Room License will only be assigned to the Purchaser simultaneously with the Purchaser acquiring the Unit. In the event a Residential Unit Owner elects to terminate a Storage Room License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room in question will devolve to the Board of Managers which shall have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. The Storage Rooms are located on the cellar floor of the Building and Sponsor cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

Residential Unit Owners must comply with applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. In addition, the assigned Storage Rooms may not be completed prior to the closing of title to any particular Residential Unit and the fact that a Storage Room may not be available for use at the time of the Closing will not constitute a basis for a Purchaser to fail to close title to a Residential Unit. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Room will be held in escrow by Sponsor's attorneys until the date that the Storage Room is made available for Purchaser's use. Purchaser shall be responsible for the payment of any state and city transfer taxes due in connection with the licensing of the Storage Room. The provisions of this paragraph 36 shall survive the Closing.

37. **Purchaser's Representations**. Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the downpayment 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 downpayment.

Purchaser is not now, nor shall it be at any time prior to or at the Closing, 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 (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 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.

Purchaser has taken, and shall continue to take until the Closing, 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. App. 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.

The provisions of this paragraph 37 shall survive the Closing of title to the Unit or termination of this Agreement.

38. **Survival**. The closing of title to the Unit and the delivery of the deed thereto shall be deemed full compliance by Seller with each and every term of this Purchase Agreement, except as to any item specifically listed and excepted therefrom. All representations under the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

39. **Conflict with Plan**. Any conflict between the Plan and this Purchase Agreement will be resolved in favor of the Plan.

40. **Counterparts**. This Purchase Agreement and any Rider(s) attached thereto may be executed by facsimile and/or pdf signature and/or in any number of counterparts and each of such facsimile and/or pdf signature and/or counterpart shall for all purposes be deemed to be an original; and all such facsimiles and/or pdf signatures and/or counterparts shall together constitute but one and the same Purchase Agreement.

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

Dated: _____, New York
_____, 20__

_____L.S.

_____Purchaser

_____L.S.

_____Purchaser

Accepted:
Accepted:
LKH 23rd, LLC

By:_____
Bill Cheng, Manager

and

154 EAST 23, LLC

By:_____
Kent Cheng, Manager

Dated:_____, 20__

ESCROW AGENT:
D'Agostino, Levine, Landesman & Lederman, LLP

By:_____
_____, Partner

Dated:_____, 20__

Exhibit A

WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY AND CONSENT TO JURISDICTION

In consideration of Sponsor/Seller conveying title to Unit _____ of _____, a condominium located at 150 East 23rd Street, New York, New York 10010 and for other good and valuable consideration to Sponsor/Seller, the receipt and sufficiency of which is hereby acknowledged by Sponsor/Seller, Purchaser hereby agrees to the following:

1. Capitalized terms used and not otherwise defined in this Waiver shall have the respective meanings ascribed thereto in the Offering Plan, as amended from time to time.

2. Purchaser represents and warrants that the Purchase Agreement for Unit _____ and the sales transaction contemplated thereunder is a commercial rather than a public or governmental act, and that Purchaser is not entitled to claim immunity from legal proceedings with respect to Purchaser or any property of Purchaser on the grounds of sovereignty or otherwise under any law or in any jurisdiction where any action may be brought for enforcement of Purchaser's obligations thereunder.

3. To the extent that Purchaser has now or may hereafter acquire such, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and the Condominium Declaration and By-Laws, (i) immunity from the jurisdiction of any court (including but not limited to the courts of the United States or any State thereof) and (ii) immunity of Purchaser's revenues, assets or properties (whether commercial or non-commercial) (A) from execution upon, attachment in aid of execution upon, and attachment prior to a judgment of any such court, (B) from setoff, and (C) from any other legal action or proceeding taken to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws. In addition to the extent not prohibited by the laws of the United States or international law, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and/or the Condominium Declaration and By-Laws, "mission inviolability" as same has been interpreted under the Vienna Convention on Diplomatic Relations, 23 U.S.T. 3227.

4. Purchaser, Sponsor/Seller and the Board of Managers of the Condominium acknowledge and agree that all disputes arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws and all actions to enforce the Purchase Agreement and/or the Condominium Declaration and By-Laws may be dealt with and adjudicated in the courts of the United States of America or the State of New York, as Sponsor/Seller and/or the Board of Managers of the Condominium elect, and, by execution of the Purchase Agreement, Purchaser hereby expressly and irrevocably accepts for itself and, to the extent permitted by law, in respect of Purchaser's property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws or in any action to enforce the Purchase Agreement and/or the Condominium Declaration and By-Laws.

So far as is permitted under applicable law, this consent to personal jurisdiction by Purchaser shall be self operative and no further instrument or action, other than service of process in one of the manners specified in this Waiver, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

5. Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by applicable law, Purchaser hereby irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (i) any objection which Purchaser may now or hereafter have to the laying of venue or any suit, action or proceeding relating, directly or indirectly, to the Purchase Agreement and/or the Condominium Declaration and By-Laws in the State of New York, (ii) any claim that the State of New York is not a convenient forum for any such suit, action or proceeding, and (iii) any claim that Purchaser is not personally subject to the jurisdiction of the above named courts. Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by law, 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 of competent jurisdiction shall be conclusive and binding upon Purchaser and may, to the fullest extent permitted by 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.

6. In the case of the courts of the United States of America and the State of New York, Purchaser hereby designates, appoints and empowers the party described below ("Purchaser's Agent"):

_____

_____

_____

as its authorized agent to accept and acknowledge for and on Purchaser's behalf service of process in any legal action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws, but for no other purpose. Purchaser acknowledges that the provisions of this Section 6, and the provisions of Section 8, below constitute a "special arrangement for service" within the meaning of 28 USC §1608.

7. Purchaser shall have Purchaser's Agent execute all documents and affidavits reasonably necessary to insure that (i) the designation and appointment of Purchaser's Agent as such shall be irrevocable until one year after the date of the closing of title to the Unit, and (ii) Purchaser's Agent shall not cease to act as the agent for service unless and until, in either case, another agent for such purpose reasonably satisfactory to Sponsor/Seller and/or the Board of Managers of the Condominium shall have been irrevocably designated and appointed and Purchaser shall have delivered to Sponsor/Seller and/or the Board of

Managers of the Condominium or any of its successors or assigns, evidence in writing of such other agent's acceptance of such appointment. Any attempt by Purchaser's Agent to cease to so act shall be ineffective and without force or effect unless the foregoing provisions of this Section 7 shall be complied with.

8. Purchaser hereby consents to process being served in any suit, action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws either by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested to (i) Purchaser at the address set forth in the Purchase Agreement, if mailed prior to the closing of title to the Unit, and thereafter at the Unit conveyed, and (ii) to Purchaser's Agent at the address set forth in Section 6 of this Waiver. Service shall be deemed completed ten (10) days after delivery thereof to such party served. Purchaser irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of any such service and agrees that such service (i) shall be deemed in every respect effective service of process upon Purchaser in any such suit, action or proceeding, and (ii) shall to the fullest extent permitted by law, be taken and held to be valid personal service upon and personal, delivery to Purchaser. Copies of any process or other papers served on Purchaser's Agent shall be forwarded promptly to Purchaser but failure to do so shall have no effect on the effectiveness of such service on Purchaser's Agent. Purchaser undertakes to enter an unconditional appearance within thirty (30) days after the completion of such service.

9. 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 (a) the appointment of Purchaser's Agent, (b) the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York, and (c) any other provisions of this Waiver.

10. Nothing in this Waiver shall affect the right of Sponsor/Seller and/or the Board of Managers of the Condominium to serve process in any other manner permitted by law or limit the right of Sponsor/Seller and/or the Board of Managers of the Condominium or any of its successors or assigns, to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

11. The provisions of this Waiver shall survive the closing of title to the Unit to Purchaser for the purpose of any suits, action or proceeding arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws or any action to enforce the Purchase Agreement and/or Condominium Declaration and By-Laws.

Dated: _____, 20__

_____

, Purchaser

_____

, Purchaser

EXHIBIT B

STORAGE ROOM LICENSE

AGREEMENT MADE THIS _____ day of _____, 20__ (this "Agreement") by and between the Board of Managers of 150 East 23rd St. Condominium ("Licensor"), having an office at 2500 Secaucus Road, North Bergen, New Jersey 07047 and _____, residing at 150 East 23rd Street, Unit ___, New York, New York 10010 (the "Licensee");

WHEREAS, pursuant to that certain Condominium Declaration, By-Laws and Rules and Regulations for the condominium known as 150 East 23rd St. Condominium (the "Condominium") dated _____, recorded on _____ as CRFN _____, as same may be amended from time to time, (collectively the "Declaration") for the property having the street address of 150 East 23rd Street, New York, New York 10010 (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Declaration, Licensor is responsible for the administration of the Common Elements of the Condominium, including, without limitation the "Storage Rooms" as same are described and defined in the Declaration;

WHEREAS, Licensee, owns or simultaneously herewith, Licensee is acquiring a Residential Unit in the Condominium and;

WHEREAS, Licensee desires the right to the exclusive use of the Storage Room identified as Storage Room #____ (the "Room") for so long as Licensee owns a Residential Unit in the Condominium.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to and in accordance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its permitted successors and assigns and Licensee hereby accepts from Licensor, a license (the "License") to use the Room during the term hereof for storage of Licensee's personal property and the property of occupants of the Unit (the "Permitted Users") and for no other purpose. Licensee shall not store any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay or (iv) valuable items. Licensee shall not (a) interfere with another tenant of Licensor, (b) store any property in the Building outside of the Room, (c) allow any other person to use the Room except in accordance with the terms thereof, or (d) deface, damage or alter the Room, the Building or Licensor's equipment. Licensee shall keep the Room locked and shall provide Licensor with a duplicate key. Licensee acknowledges that it is Licensee's responsibility to safeguard the keys and Licensee is fully responsible for whoever has possession of the keys.

2a. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Storage Room or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Condominium and the Licensee with respect to this Agreement.

2b. The term of this License shall commence on date first set forth above, and shall continue on a month to month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein. This License shall automatically terminate in the event that Licensee no longer owns a Residential Unit in the Condominium. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Room, broom clean, in the condition as existed prior to the commencement of this Agreement. Any property not removed from the Room at the expiration or other termination of this Agreement shall be considered abandoned and may, at Licensor's option, be retained as Licensor's property or 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 this Agreement.

3. Licensee shall indemnify and save harmless the Sponsor, Licensor and Sponsor's or Licensor's officers, employees and agents against and from any and all liability, loss, damage and expense (including, without limitation, 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 Room, or by Sponsor or the Licensor, their officers, employees, agents, servants or contractors when acting as agent for the Licensee as herein provided.

4. Neither Licensor nor its agents or employees shall be liable for any theft or damage to the property stored in the Room unless due to the gross negligence of the Licensor. Licensee understands that Licensor intends to leave the storage area unattended and that Licensee stores property in the Room at Licensee's own risk, including, without limitation, the possibility that the Room may be damp or have water infiltration. 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.

5. Licensee represents that it has made a thorough inspection of the Room and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the term of this Agreement, take good care of the Room. Licensee shall repair all damage to the Building and the Room by moving of its property, furniture or equipment.

6. Licensor shall not provide any services to the Room, except lighting in the cellar floor room in which the Room is located. Licensee shall keep the Room clean. Licensee shall have access to the Room only from 9:00 A.M. to 10:00 P.M., seven days a week, or as subsequently authorized by the Board of Managers of the Condominium in its sole and absolute discretion.

7. This Agreement shall inure to the benefit of Licensor's successors and assigns and may not be modified except by a writing signed by the party to be charged.

8. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Room until Licensee cures such default, or (ii) terminate this Agreement by the giving of written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.

9. Licensee shall, at all times, use the Room 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, which may require the removal or destruction of items stored in the Room. 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.

10. Licensor or its agents shall have the right (but not the obligation) to open the Room in an emergency at any time, and, at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Room or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

11. The failure of Licensor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement or 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.

12. Notwithstanding anything to the contrary set forth herein, in the event Licensee desires to assign this Agreement, such assignment shall comply with the then requirements of Licensor to effectuate such assignment, including, without limitation, the obligation to enter into a new license agreement with the assignee. Licensee may permit use of the Room by others than the Permitted Users only with the consent of Licensor.

13. All capitalized terms used in this Agreement not defined herein shall have the same means ascribed to them in the Declaration and By-Laws of the Condominium.

14. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, permitted successors and assigns of the Licensee.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

16. If any provision of this Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such

provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

17. Either party shall execute, acknowledge or 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.

18. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and the Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.

19. After the first year of the term of the Storage Room License, the Licensor has reserved the right to charge Purchaser/Licensee a monthly license fee (the "License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the Term of this Agreement. The License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers, as Licensor, then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The License Fee shall be in the amount of $50.00 per month, commencing on the first day of the thirteenth (13th) month following the date of this License and will continue for the following twelve (12) months. Thereafter the Board of Managers, as Licensor, may increase the License Fee annually, in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Rooms.

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

LICENSOR:

Board of Managers of
150 East 23rd St. Condominium

By:_____
Title:

LICENSEE:

_____

_____

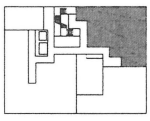
Attached Storage Room Floor Plan

Storage Room #____



RESIDENTIAL STORAGE CELLAR

Approx. Area = 1,383 Sq. Ft.
Total: 26 Storage Rooms



KEY PLAN



ODA
NEW YORK

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

POWER OF ATTORNEY

The undersigned, _____ the Owner of Residential Unit No. _____ located at 150 East 23rd Street, New York, New York 10010, in the Condominium known as 150 East 23rd St. Condominium consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, 20__, and recorded in the Office of the Register of the City of New York, County of New York, as CRFN _____ and on the Floor Plans on file in said office as CRFN _____, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 150 East 23rd St. Condominium jointly, true and lawful attorneys-in fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their common interests, any Unit whose Owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units 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 rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of majority of such persons shall constitute the acts of said attorneys-in-fact.

The undersigned do hereby nominate, constitute and appoint LKH 23rd, LLC and/or 154 East 23, LLC (hereinafter collectively the "Sponsor"), Sponsor's designee and/or the Commercial Unit Owner as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 8, 17 and 18 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units, the Commercial Unit and/or the reapportionment of the Common Interests of the affected Unsold Units or the Commercial Unit resulting therefrom made by Sponsor or its designee or the Commercial Unit Owner in accordance with Articles 8 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor, its designee or the Commercial Unit Owner, to make a mortgage loan secured by a mortgage on any Unit, (b) any

governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor, its designee or the Commercial Unit Owner, to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, the terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do further nominate, constitute and appoint LKH 23rd, LLC and/or 154 East 23, LLC as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20__.

_____

_____

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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

FORM OF UNIT DEED

THIS INDENTURE made the _____ day of _____, 20__, between LKH 23rd, LLC and 154 East 23, LLC, having offices at 2500 Secaucus Road, North Bergen, New Jersey 07047, hereinafter collectively the "Grantor", and _____ _____, the "Grantee," residing at _____ _____.

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other 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 Unit known as Unit No. _____ in the Building known as 150 East 23rd St. Condominium, located at 150 East 23rd Street, in the Borough of the Manhattan, New York County, City and State of New York and also designated and described as Unit No. _____ in the Declaration establishing 150 East 23rd St. Condominium (hereinafter called the "Property") made by the Grantor 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 _____, 20__, and recorded in the New York County Office of the Register of the City of New York, on the _____ day of _____, 20__, in CRFN _____ (hereinafter called the "Declaration"), which Unit is also designated as Block No. 878, Tax Lot No. _____ on the Floor Plans and Site Plan (the "Floor Plans") of the Building, certified by P. Christian Bailey AIA, principal of ODA, Office of Design & Architecture, P.C., Architects, which Floor Plans also set forth Storage Room number _____ located on the ___ floor of the Building and which is part of the Unit. The Floor Plans are filed in the Real Property Assessment Department of the City of New York on the _____ day of _____, 20__, as Condominium Plan No. _____ and filed simultaneously with said Declaration in the said Office of the Register of the City of New York, New York County, as Condominium Plan No. ____, Map No. ____ (hereinafter called the "Unit"). The land area of the Property is described as follows:

ALL THAT CERTAIN plot, piece or parcel of land with the buildings or improvements thereon, erected, situate, lying and being in the borough of Manhattan, County of New York, City and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of East 23rd Street distant 145 feet westerly from the corner formed by the intersection of the southerly side of East 23rd Street with the westerly side of 3rd Avenue;

RUNNING THENCE southerly parallel with the westerly side of Third Avenue, 98 feet 9 inches to the center line of the block;

THENCE westerly along said center line of the block and parallel with the southerly side of East 23rd Street, 75 feet;

THENCE northerly parallel with the westerly side of 3rd Avenue, 98 feet 9 inches to the southerly side of East 23rd Street;

THENCE easterly along the southerly side of East 23rd Street, 75 feet to the point or place of BEGINNING.

Being the same premises conveyed to: (i) LKH 23rd, LLC, the party of the first part herein, by deed dated September 17, 2009 recorded September 25, 2009 as CRFN 2009000310852; (ii) LKH 23rd, LLC, the party of the first part herein, by deed dated September 17, 2009 and recorded September 25, 2009 as CRFN 2009000310851; and (iii) 154 East 23, LLC, the party of the first part herein, by deed dated December 30, 2013 and recorded January 9, 2014 as CRFN 2014000010902.

SAID PREMISES to be known as and by the street numbers 150 East 23rd Street, New York, NY 10010.

TOGETHER with all right, title and interest, if any, to any interior strips or gores adjoining the above described premises on any sides thereof.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the "Common Elements");

TOGETHER with an easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements now existing as a result of the construction or rehabilitation of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building, or the Unit, after damage by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand;

TOGETHER with an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit;

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

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements;

SUBJECT to easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of the construction or rehabilitation of the Building, or which may come

into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

TOGETHER with and SUBJECT TO EASEMENTS, rights of way, restrictions and encumbrances created by the Declaration for 150 East 23rd St. Condominium recorded in the New York County Office of the Register of the City of New York on the _____ day of _____, 20__ as CRFN _____.

SUBJECT to the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the New York County Office of the Register of the City of New York, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid; this deed was authorized at a duly called meeting of the members of Grantor;

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

The Unit is intended to, and, subject to and by the terms of the Declaration, is to be used as a (Residential) (Commercial) Unit.

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 clause 18 of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will

apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

The Grantee accepts and ratified the provisions of the Declaration and the By-Laws and the Rules and Regulations of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof, as the same may be amended from time to time by instruments recorded in the office of the New York City Register, New York County.

This conveyance has been made with the consent of all the members of the party of the first part entitled to vote thereon at a meeting duly called.

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

Grantor:

LKH 23rd, LLC

By:_____
Bill Cheng, Manager

and

154 East 23, LLC

By:_____
Kent Cheng, Manager

_____
Grantee:

_____
Grantee:

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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 NEW YORK)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

150 E 23rd Street Condominium

150 E 23rd Street
New York, New York

Description of Property and Specifications

Date: 06.06.2018

Prepared by: ODA – Architecture. P.C
250 Park Avenue South, 3rd floor
New York, NY 10003

PART 20

PROPERTY ADDRESS:	150 East 23rd Street NY, NY 10010 Borough of Manhattan
OWNER:	LKH 23RD, LLC & 154 East 23 LLC 2500 Secaucus Road North Bergen, NJ, 07047
ARCHITECT:	ODA - Architecture P.C. 250 Park Avenue South, 3rd floor New York, NY 10003
STRUCTURAL ENGINEER:	GILSANZ MURRAY STEFICEK LLP 129 West 27th street, 5th floor New York, NY 10001
GEOTECHNICAL ENGINEER:	GEO TECH CONSULTANTS, LLC 52 East 2nd street Mineola, NY 11501
MEP ENGINEERS:	ETTINGER ENGINEERING ASSOCIATES 505 Eight Avenue, 24th Floor New York, NY 10018
EXTERIOR ENVELOPE:	BURO HAPPOLD 100 Broadway New York, NY 10005

DESCRIPTION OF PROPERTY AND BUILDING CONDITIONS

A. Location and Use of Property
B. Status of Construction
C. Site
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F. Landscaping and Enclosures
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Q. Public Area Lighting
R. Garages and Parking Area – not applicable
S. Swimming Pool
T. Tennis Courts – not applicable
U. Permits and Certificates
V. Violations
W. Unit Information
X. Finish Schedule
Y. Safety and Warning Devices
Z. Additional Information Required
AA. Conditions in Building
BB. Further Development
CC. Asbestos
DD. Lead Based Paint
EE. Unit Measurement
FF. Other Disclosures
GG. Transfer Documents

(a) *Location and use of property.*

(1) Property Address: 150 East 23rd Street, NY, NY 10010

(2) Block: 878 and Lot: 48

(3) Zoning: C2-8A
Zoning Map: 8D
Community District: Manhattan Community District 6

(4) Permissible use. C2-8A
UG 1-9 & 14

Proposed use: UG 2 Residential
UG 6 Commercial-retail & office

This property and proposed use will comply with all zoning and use requirements at closing.

(b) *Status of construction.*

(1) Year built: New Construction under 2008 NYC Construction Code. The anticipated date for substantial completion will be December 1st, 2018.

(2) Class 2 Construction Type. I-B "Fire Resistive, non-combustible"
Includes buildings and spaces in which the bearing walls and other major structural elements are 2 hour fire rated.

(3) Certificate of Occupancy – A certificate of occupancy will be issued upon completion of construction and at minimum a temporary certificate of occupancy prior to closing of the first unit shall be issued.

(4) New building Permits:
New Building application # 121981748
New Building Permit # _____ Issued on _____, 2015
Builders Pavement Plan – Not Yet Filed
Fire Alarm - # 122060090
Fire Protection Plan - Not Yet Filed
Temporary Standpipe application – # 140286848

(c) *Site.*

(1) The area of Lot 48 is approximately 7406.25 sf. The lot is 75'-0" along 23rd street and 98'-9" deep.

(2) The development is one new building with residential and retail facility uses. The project consists of 51 residential dwelling units on floors 2nd thru 20th marketing floors and retail on the ground and cellar level.

(3) Sidewalks. East 23rd street is owned and maintained by the City of New York. The condominium association will be responsible for maintaining the sidewalk per NYC DOT's requirements.

(4) Drives, sidewalks and ramps;

(i) New 4" thick concrete sidewalk – to be built for the width of the property on East 23rd street. It shall be in accordance with DOT requirements.

(ii) New concrete curbing - for the width of the property on East 23rd street in accordance with DOT requirements.

(iii) There is no existing metal grating along East 23rd street.

(iv) Street lighting will be provided by existing light poles provided and maintained by the City of New York.

(v) The above items conform to the local codes. The sidewalk providing access to the building shall be free of tripping hazards and ponding and will be ADA compliant.

(d) *Utilities.*

A new domestic water service will be provided from the 12" New York City water main in East 23rd Street. Duplex constant pressure house pumps will be provided at the cellar to provide all domestic water. Domestic water and sewer usage will be master-metered. Gas and Electric service will be provided by Con Edison and will be metered for all entities as described below. Separate master metered gas is provided for domestic cooking and fireplaces for the Residential Section. Con Edison has also separate master metered gas for boilers for the Residential Section. Gas supplied to the Residential Units for cooking and fireplaces will be billed as part of the Residential Common Charge. Electricity consumption for the residential building shall be by a master meter. Each Residential Unit will be individually sub-metered and billed to the Residential Unit owner from the metering company. All building sewage will be collected into (1) 8" combined house sewer line which connects into the existing city sewer pipe located in East 23rd Street. A duplex sewage ejector will be provided for all fixtures below the sewer connection at the cellar level. Telephone, Internet service and cable service will be provided by third party vendors. It will be the purchaser's responsibility to purchase telephone and arrange for telephone, cable and Internet services in their unit.

All gas and electric utilities for the retail will be separately metered.

(e) *Sub-soil conditions.*

(1) The site is underlain by a bedrock formation that is relatively shallow in depth varying from 16' below sidewalk in the front (along E 23rd Street) to about 28' below sidewalk at the rear. The bedrock is covered with glacial deposit of sand and gravel and then urban fill at the top.

As the proposed building will be supported on footings or piles that extend to bear on solid bedrock, foundation movement or settlement are not expected. The size/quantity of the foundation elements are sufficient to support the calculated loads.

(2) Groundwater table is estimated at depth at least 20' below sidewalk, which is expected to have minimal impact on the cellar design as the cellar will be established at depth around 10' below sidewalk. To ensure minimum seepage infiltration, the cellar wall will be provided with foundation drainage as well as damp proofing. The cellar slab will be lined with crushed stone and vapor barrier as a minimum.

(3) The project site is situated at relatively high ground. Flooding should not be a concern especially the new building will be provided with functional foundation drainage. Mudslide is also not a concern as the new building will be bearing on bedrock and surrounded by existing buildings.

(4) Flood Zone: The building is located in FEMA flood zone X.

Zone X = Other flood areas. Area determined to be outside the 0.2% annual chance floodplain.

(5) A subsurface investigation was completed at the site in accordance to the NYC building code. The assessment revealed no evidence of recognized environmental conditions or restrictions. It also found no evidence of hazardous materials nor petroleum products.

(f) *Landscaping and enclosures.*

(1) Landscaping will not be provided.

(2) Planter boxes with plants will be provided at 2nd floor terrace only.

(3) Street trees are required to be planted along East 23rd street sidewalk as per zoning requirements. A total number of 3 trees are required. 3 trees will be planted off site.

(4) Outdoor pool will be provided at the 2nd floor amenity terrace.

(5) All walls below grade will be constructed of reinforced concrete

(g) Building size

(1) The building height will be approximately 210'-0" above the sidewalk.

(2) There will be a crawl space for pool maintenance below the 2nd floor terrace. This crawl space can be accessed through an access hatch on top of the pool terrace.

(3) There is 1 cellar. There is no sub-cellar.

(4) The building will have 19 structural floors, a roof and 3 mechanical levels on roof.

(5) Equipment rooms are located in the cellar floor. The cellar will house the electrical room, supplementary water tank, fire pump room, gas meter room, water service room, trash compactor room, commercial refuse room, boiler room and telecom room. The roof will house some HVAC equipment.

(6) All railings will be 42" above the exterior concrete paver and comply with New York City Building Code. There are no horizontal members conductive to railings that can be used as a ladder by children. The railings and fasteners will be corrosion resistant.

(7) Terraces and balcony to have glass railings. Glass railing shoes will be fastened to sides of knee walls. The top of the glass railing will be a minimum of 42" above finish floor. Roof and bulkhead parapet will have OSHA railing with a minimum of 42" above finish floor.

(h) *Structural system.*

(1) Excavation consists of the removal of the subgrade to reach the proposed basement level. Removed fill will be discarded as per Department of Environmental Protection requirements. Excavation of bedrock may also be necessary in areas where bedrock is shallow. No underpinning of buildings on adjacent properties is planned.

(2) The foundation consists of drilled caissons down to bedrock with an allowable bearing pressure of 40 tons per square foot. In areas of shallow bedrock, spread footing will be used.

(3) The building structure consists of cast-in-place two way concrete floors on concrete columns and shear walls. The typical slab thickness is 9 inches. The lateral system consists of shear walls. The building will comply with the noise isolation requirements per NYC code.

(1) Exterior of buildings:

(i). Walls: Exterior walls consist a variety of systems and materials including the following systems:

a) At the North, East, South and West Elevation of the building; the exterior wall consists of unitized curtain wall panels with vision glazing, shadow box, stone panel system, metal panel system and aluminum windows. The panels and glazing units are manufactured by Shenyang Yuanda Aluminum Industry Engineering Co., Ltd. And will be installed per their specifications and current building standards.

a. North Elevation: At North Elevation, the exterior wall consists of a unitized curtain wall system with glazing and stone panels.
   i. The stone panels consist of lightweight natural stone with support honeycomb, continuous rigid insulation, continuous air-water barrier-permeable and batt insulation with foil faced within heavy gauge stud wall. The stones panels have an approximate U-Value of 0.23 BTU/hr*ft^2*F.
   ii. The unitized curtain wall consists of prefabricated 4-sided structural silicone glazed system with vision glazing and shadow box, prefabricated stone panel system with thermally broken aluminum windows and prefabricated metal panels. The window operating hardware as per manufacture standard and comply with ADA accessibility requirements. The windows will have a limit device that shall prevent the sash from opening more than 4-1/2 inches. Limit stops shall be removable for cleaning purposes. The glazing units have an approximate U-Value of 0.45 BTU/hr*ft^2*F
   iii. The storefront at the 1st Floor will consist of 4cm limestone stone panels to match the unitized curtain wall system, aluminum framed windows and a steel canopy.
b. South Elevation: At South Elevation, the exterior wall consists of a unitized curtain wall system with glazing and stone panels.
   i. The stone panels consist of light weight natural stone with support honeycomb, continuous rigid insulation, continuous air-water barrier-permeable and batt insulation with foil faced within heavy gauge stud wall. The stones panels have an approximate U-Value of 0.23 BTU/hr*ft^2*F.
   ii. The unitized curtain wall consists of prefabricated 4-sided structural silicone glazed system with vision glazing and shadow box, prefabricated stone panel system with thermally broken aluminum windows and prefabricated metal panels. The window operating hardware as per manufacture standard and comply with ADA accessibility requirements. The windows will have a limit device that shall prevent the sash from opening more than 4-1/2 inches. Limit stops shall be removable for cleaning purposes. The glazing units have an approximate U-Value of 0.45 BTU/hr*ft^2*F

c. East elevation: At East Elevation, the exterior wall consists of a unitized curtain wall system with glazing and stone panels.
   i. The stone panels consist of lightweight natural stone with support honeycomb, continuous rigid insulation, continuous air-water barrier-permeable and batt insulation with foil faced within heavy gauge stud wall. The stones panels have an approximate U-Value of 0.23 BTU/hr*ft^2*F.

ii. The unitized curtain wall consists of prefabricated 4-sided structural silicone glazed system with vision glazing and shadow box, prefabricated stone panel system with thermally broken aluminum windows and prefabricated metal panels. The window operating hardware as per manufacture standard and comply with ADA accessibility requirements. The windows will have a limit device that shall prevent the sash from opening more than 4-1/2 inches. Limit stops shall be removable for cleaning purposes. The glazing units have an approximate U-Value of 0.45 BTU/hr*ft^2*F

d. West elevation: At lot line West Elevation, the exterior wall consists of a unitized curtain wall system and stucco wall system with 1 hour fire rated partition wall behind and concrete shear wall.
   i. The stone panels consist of lightweight natural stone with support honeycomb, continuous rigid insulation, continuous air-water barrier-permeable and batt insulation with foil faced within heavy gauge stud wall. The stones panels have an approximate U-Value of 0.23 BTU/hr*ft^2*F.
   ii. The unitized curtain wall consists of prefabricated 4-sided structural silicone glazed system with vision glazing and shadow box, prefabricated stone panel system with thermally broken aluminum windows and prefabricated metal panels. The window operating hardware as per manufacture standard and comply with ADA accessibility requirements. The windows will have a limit device that shall prevent the sash from opening more than 4-1/2 inches. Limit stops shall be removable for cleaning purposes. The glazing units have an approximate U-Value of 0.45 BTU/hr*ft^2*F
   iii. The stucco wall systems consist of stucco, continuous rigid insulation, continuous air-water barrier-permeable and batt insulation with foil faced within heavy gauge stud wall and with 1 hour fire rated partition wall behind.
e. The following warranties will be provided for the unitized system:
   i. 5 year manufacturer's façade system warranty by Shenyang Yuanda Aluminum Industry Engineering Co. from substantial completion.
   ii. 10 year warranty for the stone panels by TerraCORE from the date receipt of the panels at the specified site of delivery.
   iii. 10 year warranty of hermetic performance for insulating glass and 5 years warranty of delamination for laminated glass from the date of supply by Shanghai Yaohua Pilkington Glass Co., Ltd.

(ii). The thermal performance of all exterior wall type assemblies are to meet the requirements of the NYC Energy Code.

(iii). The light and air requirements comply with New York City Building Code.

(iv). The condominium association will be responsible for arranging future inspections to meet NYC Local Law 11/98 requirements. Based upon the anticipated date of substantial completion of the building being December 1st, 2018, it is anticipated that the periodic inspections will begin with the cycle starting in 2021, 5 years after issuance of the first Temporary Certificates of Occupancy. Based on the building's block number, the inspection will need to be completed during the filing period for sub-cycle A.

(v). This is not a Landmarks project.

(vi). There are lot line windows at units 6A, 7A, 7C, 8A, 8C, 9A, 9C, 10A, 10C, 11A, 11B, 12A, 12B, 14A, 14B, 15A, 16A, 16B, 17A, PH A, PH B, PH C

See AG floor plans for exact location and dimensions.

The lot line window doesn't provide legal light and air required for residential occupancy. Lot line windows need to be sealed if the adjacent property owner builds a structure.

(2) Parapets and copings:

(i). Parapet walls at roof level are formed of 6" thick reinforced concrete. Walls are finished with metal panel, limestone, or aluminum curtain wall from the exterior side and stucco from the interior side.

(ii). Parapet walls at 2nd floor terrace are formed of 8" reinforced CMU. Walls are finished with stucco on the exterior side and wood slats from the interior side.

(3) There will be 1 trash chute for the refuse compactor that will extend from the cellar thru the roof.

(4) Public terraces will be located at the 2nd floor and a portion of the main roof.
Private terraces will be located at the 3rd, 15th, 16th, 17th, 18th, 19th, 20th and roof floors.
Private balcony will be located at the 17th floor.

(i) Concrete Pavers will be used at roof decks. All roof and terrace drains shall be accompanied by overflow drains connected to the storm leader on verticals.

(ii) No Balustrade will be used.

(iii) Tempered glass railings are 42" above the finished floor and comply with New York City Building Code. There are no horizontal members conductive to railings that can be used as a ladder by children. The material for the railings and fasteners will be corrosion resistant.

(iv) The coping material will be limestone and metal panel.

(v) The exterior soffits are enclosure with aluminum composite panel system.

(vi) Terraces doors (outswing) shall be thermally broken aluminum framed with factory glazed tempered insulated glass units (IGU). The terrace doors are manufactured by Shenyang Yuanda Aluminum Industry Engineering Co., Ltd. And will be installed per their specifications and current building standards.

(5) The exterior entrances will be free of tripping hazards and/or ponding. Exterior entrances will be ADA compliant. The metal materials used outdoors will be corrosion resistant. All roof and terrace drains shall be accompanied by overflow drains connected to the storm leader on verticals.

(i) Exterior doors (outswing) shall be thermally broken aluminum framed with factory glazed tempered insulated glass units (IGU). The terrace doors are manufactured by Shenyang Yuanda Aluminum Industry Engineering Co., Ltd. And will be installed per their specifications and current building standards. The front entrance doors will be manufactured by Gamco Corporation.

(ii) There are no vestibule doors.

(iii) No exterior stairs provided. 2nd floor ramp to pool area will be provided. Ramp to be architectural concrete.

(iv) Tempered glass railings will be provided at terraces and balcony and will be 42" above the finished floor and comply with New York City Building Code. There are no horizontal members conductive to railings that can be used as a ladder by children. The railings and fasteners will be corrosion resistant.

(v) A U.S. Postal Service approved (Auth-Florence Manufacturing, Model 4CHT8-20, Series 4C Horizontal or similar quality), front-loading, horizontal apartment mailboxes consisting of multiple compartments with fixes, solid compartment backs, enclosed within recessed wall box will be located in the lobby constructed out of extruded aluminum.

(vi) Lighting: Adequate lighting will be provided.

Public terrace:
Recessed LED wall lights or equal.

Private terrace:
Floor mounted LED lights or equal.

(6) There are no service entrances or gates.

(7) Roof and roof structures.

(i) Flat roofs will be provided at for all areas:

(a) Top Roof: The roof consists of a cast-in-place 10" reinforced concrete slab. It is accessible to residents.

(b) Silcor 900MP liquid applied waterproofing system.

(c) 4" thick rigid insulation with a minimum R-value of 20.

(d) Concrete Paver roof finish material.

(e) 20 year not dollar limited manufacture's guarantee (NDL). The warranty to cover deterioration of the material and workmanship of the installation.

(ii) Drains:

(a) All roof and terrace drains shall be accompanied by overflow drains connected to the storm leader on verticals. Roof drains will be located on all rooftop locations, as well as private residential terraces. Roof drains will be cast iron with flashing collar, gravel stop, and cast iron dome strainer.

(b) Roof drain leaders will be cast iron pipe.

(iii) There are no skylights in this project.

(iv) Bulkheads:

(a) The stair bulkhead will be enclosed with an architectural concrete wall construction. A 20 sq/ft Window with 2 sq/ft open area fixed louver were provided at the top of each scissor stair in lieu of Skylight.

(b) The elevator bulkhead will be enclosed with an architectural concrete wall construction or concrete masonry wall construction with screen wall

(v) Metal work at roof levels: All exterior steel, including fasteners shall be corrosion resistant.

(a) Exterior vertical steel ladders to be provided for access to the mechanical areas at the bulkhead areas.

(b) Tempered glass railings will be provided at terraces and balcony and will be 42" above the finished floor and comply with New York City Building Code. There are no horizontal members conductive to railings that can be

used as a ladder by children. The material for the railings and fasteners will be corrosion resistant.

(c) There is no hatch at the roof at the top of the bulkhead.

(vi) A common rooftop amenity will be located at the second and main roof levels.

(8) There are no fire escapes.

(9) There is a rear yard that is approximately 30' x 75' at the 2nd level of the building. There is no front or side yard courtyard.

(i) Rear yard includes residential common elements – terrace and outdoor pool. Real yard accessible through the limited common amenity area via 1:12 accessible ramp.

(ii) Pervious concrete pavers will be used in rear yard.

(iii) All roof and terrace drains shall be accompanied by overflow drains connected to the storm leader on verticals. Roof drains will be located on all rooftop locations, as well as private residential terraces. Roof drains will be cast iron with flashing collar, gravel stop, and cast iron dome strainer

(iv) There are no stairs in the rear yard.

(v) There is 44" parapet wall screening the rear yard from neighboring properties. Wall is constructed of CMU blocks and finished with wood strips.

(I0) Interior stairs.

(i) There will be 2 egress stairs, scissor stair configuration, provided for residential use that service the building from the cellar floor to the roof level. Rated stair enclosure will be constructed of concrete and gypsum wall board. Rated partition between egress stairs will be constructed of CMU.
There is a convenience stair between the ground floor retail and retail storage at cellar.

(ii) All Egress stairs will have a 2 hour rated enclosure will be provided with paint finish.

(iii) Egress stair enclosure will be constructed of concrete and gypsum wall board.

(iv) Entrance doors to egress stair enclosures to be hollow metal with hollow metal frames with 1 ½ hour fire rating per the New York City Building Code.

(v) Corridor doors to be hollow metal with hollow metal frames, with 1 ½ hour fire rating per the New York City Building Code.

(iv) Concrete stringers for egress stairs. Steel stringers at penthouse PH-C and duplex units 16A and 17A stairs.

(v) Concrete treads for egress stairs. Steel treads with wood finish at penthouse PH-C and duplex units 16A and 17A stairs.

(vi) Concrete risers for egress stairs. Steel risers with wood finish at penthouse PH-C and duplex units 16A and 17A stairs.

(vii) All interior stairs to comply to NYC Building Code.

(viii) Metal guard rails at interior of egress stair. Glass guard rail at penthouse and duplex stairs.

(ix) There are no balustrades.

(11) Interior doors and frames.

(i) Unit entrance doors are hollow (core) metal with metal frames with 0.75 hour fire rating per NYC Building Code. Interior doors are solid wood with wood frames. Unit entrance doors and interior doors are solid panel doors painted.

(ii) Corridor doors and frames are hollow metal, self-closing with 1 ½ hour fire rating per NYC Building Code.

(iii) Stair doors will be hollow metal and hollow metal frames, self-closing with 1 ½ hour fire rating per NYC Building Code.

(iv) Roof and cellar doors and frames are hollow metal, self-closing with fire rating per NYC Building Code.

(12) Elevators.

(i) Two (2) Passenger Elevators PE1 & PE2, operating at 500 feet per minute manufactured by Schumacher Elevator company.

(ii) New, PE1: 2500# capacity (13 passengers), PE2: 2000# capacity (10 passengers)

(iii) Automatic controls – Duplex selective/collective operation

(iv) Passenger Elevators PE1 & PE2 – Duplex operation

(v) Floors Served:
PE1& PE2: C, 1-20, R

(vi) Gearless, overhead traction1: MRL – Traction Gearless

(vii) Automatic, single speed side opening

(viii) Location of machine rooms: Overhead

(ix) There is no DC motor.

(x) There is no AC motor-generator set.

(xi) Other. Motor: AC gearless machine

(xii) Controls to be variable voltage / variable frequency

(13) Elevator cabs.

Two residential elevator cabs with approximately 9'-6" ceiling height will be provided (PE1 & PE2).

(i) The elevator cab will be manufactured by CEC Elevator Cab Corporation

(ii) PE1 & PE2 Floor material: Custom Concrete Tile To match Lobby Floor with 1/16" grout joint in color to match tile.

(iii) PE1 & PE2 Walls material: wood panel with contrasting metal strip detail.

(iv) PE1 & PE2 Ceiling material: metal panel

(v) PE1 & PE2 Lighting: recessed linear LED

(vi) Alarm and safety system per code. Safety system will be provided by alarm bells, safety interlock on sliding doors, key operated fireman's service switch, and hands-free telephone system.

(14) Window Washing Davits.

(i) Davits bases will be installed on the Roof, 15th Floor, 18th Floor and 19th Floor terraces.

(ii) Davit arms will be movable. One set shall be stored at a designated location on the 15th Floor Terrace and one set shall be stored on the Roof.

(iii) 1,250 lb capacity.

(iv) There will be 1 platform to be used with the system.

(v) Tenant of Unit 15A and PH-A, PH-B and PH-C, upon prior written notice shall grant access to the private terrace to licensed window washing professional for cleaning of the south elevation.

(vi) Tenant of Unit 15A and PH-A, PH-B and PH-C, upon prior written notice shall grant access to the private terrace for Local Law 11.

(i) *Auxiliary facilities*:

(1) Laundry rooms. The Laundry Room will be located in the Cellar, accessible from the common corridor and will have 4 electric clothes washers and 4 stacked (8 in total) condensing gas dryers. This facility will be for occupants only subject to such rules and regulations as Board may adopt. The Laundry Room will be part of the Residential Common Elements and the costs and expenses to operate and maintain will be included in the Residential Common Expenses.
All Residential Units will be equipped with a closet containing one electric clothes washer and one electric ventless dryer.

(2) The Bicycle Room will be located in the Cellar, accessible from the common corridor and will have racks to store bicycles. This facility will be for occupants only subject to such rules and regulations as Board may adopt. The Bicycle Room will be part of the Residential Common Elements and the costs and expenses to operate and maintain will be included in the Residential Common Expenses.

(3) The Storage Cages/Rooms will be licensed to individual Residential Unit Owners only. The Storage Cages will be accessed from the cellar will be part of the Residential Common Elements and the costs and expenses to operate and maintain the facility will be included in the Residential Common Expenses.

(4) The Fitness Center which will be located on the 2nd Floor and will be furnished with upright bike, treadmill, elliptical machine, kinesis machine, exercise rack, free-weights and a bench. There will also be a drinking fountain. The Fitness will be unattended, for occupants only subject to such rules and regulations as Board may adopt and will be part of the Residential Common Elements and the costs and expenses to operate and maintain the facility will be included in the Residential Common Expenses. Fitness center and locker rooms will be unattended.

(5) The Lounge will be located on the 2nd Floor, accessible from the common corridor. The Lounge will be equipped with millwork that includes drawers and display niche, one lounge, two armchairs and a coffee table. Bathrooms and locker rooms are located accessible from the Lounge. The Lounge will be for occupants only subject to such rules and regulations as Board may adopt and will be part of the Residential Common Elements and the costs and expenses to operate and maintain the facility will be included in the Residential Common Expenses.

(6) The Playroom will be located on the 2nd Floor, accessible from the lounge. The Playroom will be equipped with millwork that includes drawers, cabinets and display openings.

(7) Locker room/bathroom will be located on the 2nd Floor. There is a separate shower, toilet and locker room for both men and women. The shower/toilet is accessed via the locker room which is accessible from the lounge.

(6) Refuse disposal:

(i) There are no incinerators.

(ii) One (1) compactor in cellar; MC-4000M by Metropolitan Compactor Service Corporation (1500 lb/hr capacity) or equal will be provided

(iii) There are no refuse disposal approvals by authority having jurisdiction required.

(iv) Refuse disposal recycle rooms will be located on floors 2nd-20th. The trash chute will have sprinklers installed as per the governing codes and regulations.

(v) Pick up will be public, by the New York City Department of Sanitation, as per their requirements and schedule, minimum twice per week. Condominium staff to bring trash to the curbside. Retail unit to provide carting service.

(vi) Tenant of Unit PH-C, upon prior written notice shall grant access to the private roof terrace for refuse chute sanitation.

(j) *Plumbing and drainage.*

(1) Water supply.

A new 4" domestic water service for the Residential Section is provided from the New York City 12" water main in East 23rd Street. Duplex constant pressure pumps are provided in the water meter room at the cellar level to provide water to the building. These pumps shall be Peerless Model MSL32B-3, 3 stages, 100GPM, 280' TDH, 15 HP each. Pressure for all domestic water is provided by the duplex constant pressure system, specified above.

(2) Fire Protection System

A new 6" fire water service is provided from the New York City water main in East 23rd Street. This in turn feeds an automatic fire pump which supplies water to the sprinkler/standpipe system throughout the building. This system will have its' own independent combined flush type Siamese connections at each building frontage. The fire pump shall be automatic type Peerless Model 3AEF9G, 500 GPM @ 130 psi, 60 HP which shall feed the entire building's fire standpipe.

The combined fire standpipe riser will be located in a discreet stair enclosure and will be equipped with a 2 ½" fire department connection. 125 ft of hose and nozzle are located in the residential lobby area and cellar for fire department use. Riser will also be equipped with a sprinkler floor control assembly at each floor. The sprinkler system has 5 different types of heads as follows:

1. Standard upright
2. Standard pendant
3. Standard sidewall
4. Standard concealed pendent
5. Extended coverage head

Sprinkler heads will be located in all living areas in the units and also the public corridors and retail area.

(3) Water Storage Tank and Enclosure.

There is a supplementary water detention tank in the cellar.

(4) Water Pressure

Water Pressure and how maintained: Water pressure and supply is maintained by a constant pressure set (all as described in E.1 above) to feed two zones of water supply provided throughout.

(5) Sanitary Sewage system.

(i) Sewage piping:

i. Below ground piping shall be X.H.C.I. pipe hub and spigot ASTM 74

ii. Sanitary, waste and leader and vent piping above ground shall be cast iron hubless pipe CISPI 301 service weight.

iii. The horizontal piping at the cellar level, connecting the separate vertical storm water and sewage drainage stacks for the building to the city sewer in East 23rd Street. The house connection is a combined 8" house sewer.

(ii) Sewage Pumps:

A duplex sewage ejector pump is provided for all fixtures at the cellar level. It is located in the cellar and is FLYGT Model DP3085IMP438, 100 GPM @ 22' TDH, 3 HP each.

(iii) Sewage Disposal:

All Building sewage is collected into (1) combined sewer line which connect into the existing city sewer pipe located in East 23rd Street (8" house connection).

(6) Permits: Permits and approval for water and site connection will be obtained.

(7) Storm Drainage System

All Building storm water drainage is collected within the Building, and connected to the combined sanitary/storm sewers located on 23rd street.

a. Catch Basins: None

b. Roof Drains:

i. Adequate number of roof drains are provided at all roof terraces and courtyards.

c. Piping: Soil, waste, and vent piping above ground shall be cast iron hubless pipe, CISPI 301 service weight.

d. Ejector and Sump Pumps.

i. Ejector Pumps. Duplex FLYGTCP3085, IMP 438, 100 GPM, 22 Ft., 3 HP. Pump to serve subslab waste drainage.

ii. Sump pumps. 1) Elevator sump pump Stancor model SE50, 50 GPM @ 19' TDH, 0.5 HP. Pump used in elevator pit.

e. A concrete storm detention tank shall be provided at the cellar level. The top sides and bottom shall be concrete. The tank shall have capacity to detain 3,500 gallons of storm water. The tank will be accessible via access door and ladder.

(8) Water Piping:

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

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

c. Water service piping shall be insulated with 1" fiberglass insulation.

d. The main shut off valve shall be located in the cellar water service room.

(9) Gas Service:

a. Natural gas is provided by Con Edison for cooking, domestic hot water production and to feed the emergency generator.

b. All gas piping shall be black steel ASTM A53 Schedule 40.

(k) Heating System

1. The heat source for the domestic hot water will be a gas fired hot water modular boiler plant. The system will consist of two (2) Aerco 1.5 or equal boilers with a gross output of 1425 MBTU/hr each. Domestic hot water is generated using non-potable boiler heating water circulated by in-line pumps through heat exchangers. Heating hot water supplied to an H&V unit for the cellar and a cabinet unit heater in the stair vestibule only. The domestic hot water system will be provided by two zones with two (2) hot water heaters each zone. All heating and domestic hot water equipment shall be located in the boiler room in the basement including the high zone domestic hot water system and heat exchangers, and the low zone domestic hot water system and heat exchangers.

   All direct expansion condensing units will be located on the roof bulkhead level and the bulkhead roof mechanical level.

2. Heating to all other portions of the building including all apartments, lobby and amenity spaces shall be provided by Daiken VRF low temperature split multi heat pump systems.

3. The heating system is adequate to maintain comfortable conditions and complies with New York State Energy code.

   Winter

Outdoor Design Conditions:	+13 degrees F
Inside Temperature:	All occupied areas:72
	Service Areas: 65 degrees F; no humidity Control

   In the individual units there will be various sizes and models of direct expansion fan coil units as follows.

   a. Daikin FXMQ18PVJU, 20,000 BTU/HR heating capacity.
   b. Daikin FXMQ24PVJU 27,000 BTU/HR heating capacity.
   c. Daikin FXMQ30PVJU, 34,000 BTU/HR heating capacity
   d. Daikin FXMQ36PVJU, 40,000 BTU/HR heating capacity
   e. Daikin FXMQ48PVJU, 54,000 BTU/HR heating capacity
   f. Daikin FXDQ09MVJU, 10,500 BTU/HR heating capacity.
   g. Daikin FXDQ12MVJU, 13,500BTU/HR heating capacity.
   h. Daikin FXDQ18MVJU, 20,000 BTU/HR heating capacity.
   i. Daikin FXDQ24MVJU 27,000 BTU/HR heating capacity.

4. The cost of the refrigeration and heating supplied to the Residential Units for heating is billed to the individual unit owner as part of the monthly condominium cost.

5. Number of boilers and description: (2) modular hot water boilers for the whole building.
6. Manufacturer of boilers: Aerco 1.5, 94.6% Efficiency.
7. Manufacturer of burners: The burners are part of the boiler assembly supplied by Aerco.
8. Type of controls: Hot water temperature is controlled by aquastat.
9. Fuel: Natural gas.
10. Gas:
    a. Type: Natural gas is supplied by Con Edison.
    b. Meters: Standard domestic gas meters furnished by Con Edison
    c. Piping: Standard weight schedule 40 steel.
11. An electric unit heater is provided in the boiler room, EUH-1 Markel F3FVHO7603, 7.5 KW, 208 volts, 3-PH.
12. There shall be a single 10" inside diameter double wall insulated stainless steel chimney.

(m) Air conditioning.

The cooling system is adequate to maintain comfortable conditions as follows:

Summer

Outdoor Design Conditions:	89 degrees F. db,
	73 degrees F. WB
Inside Conditions:	78 degrees F. 60% RH (Max.)
Service Areas:	Ventilation only

1. The building cooling system will be provided by Daikin VRF split multi heat pump system with condensing units on the roof bulkhead level and the bulkhead roof mechanical level. Residential unit shall be provided with VRF ceiling-hung and built-in direct expansion fan coil units.
2. Public area air conditioning systems are composed of Daikin VRF split heat pump systems that are adequately sized to maintain code required comfort conditions and comply with the New York State Energy Code. Corridors shall be provided with a packaged rooftop gas heat and electric air conditioning unit. The cost and expanse of the utilities for this equipment will be part of the residential common expenses.
3. Describe System types:
    a. The rooftop packaged (RTU) unit servicing the corridors for the Residential Section: Reznor model RDH-125 air handling unit with 125 MBh of heating and 10 Tons of cooling. The condensing unit is a 10 Ton Reznor model MASA-120.

b. The Building Lobby: Daikin FXMQ48PVJU fan coil unit 48 MBH cooling, 54 MBH heat.

c. The Amenities outdoor air unit: Daikin FXMQ72MFVJU, 72 MBh cooling and 47 MBh heating.

d. The Fitness Room: One (1) Daikin FXMQ48PVJU, 48 MBH cooling 54 MBH heating and one (1) Daikin FXMQ18PVJU, 18 MBh cooling and 20 MBh heating.

e. The Play Room: One (1) FXMQ12PMJU, 12MBh cooling and 13,500 MBh heating.

f. The Fitness Room Corridor and Lounge: One (1) FXMQ12PMJU, 12MBh cooling and 13,500 MBh heating.

g. Individual Apartments: In the individual units there will be various sizes and models of direct expansion fan coil units as follows

Daikin FXMQ18PVJU, 18,000 BTU/HR cooling capacity

Daikin FXMQ24PVJU 24,000 BTU/HR cooling capacity

Daikin FXMQ30PVJU, 30,000 BTU/HR cooling capacity

Daikin FXMQ36PVJU, 36,000 BTU/HR cooling capacity

Daikin FXMQ48PVJU, 48,000 BTU/HR cooling capacity

Daikin FXDQ09MVJU, 9,500 BTU/HR cooling capacity

Daikin FXDQ12MVJU, 12,000BTU/HR cooling capacity

Daikin FXDQ18MVJU, 18,000 BTU/HR cooling capacity

Daikin FXDQ24MVJU 24,000 BTU/HR cooling capacity

4. All fan coils are connected to condensing units by way of branch selector boxes that allow all fan coils to provide either heating or cooling at any time.

5. The operating cost for the electric aspect of their fan coil units within the units, for heating and cooling will be billed to the individual unit owner as part of their electric bill.

The outdoor condensing units cooling capacities and efficiencies are as follows:

CU-1: Daikin REYQ384TTJU 356 BTU/HR cooling capacity, 9.8 EER

CU-2: Daikin RXYQ144TTJU 134 BTU/HR cooling capacity, 11.5 EER

CU-3: Daikin REYQ408TTJU 380 BTU/HR cooling capacity, 9.7 EER

CU-4: Daikin REYQ168TTJU 156 BTU/HR cooling capacity, 11.3 EER

CU-5: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-6: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-7: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-8: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-9: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-10: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-11: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-12: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-13: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-14: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-15: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-16: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-17: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-18: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-19: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-20: Daikin REYQ096TTJU 90 BTU/HR cooling capacity, 13.1 EER

CU-21: Daikin REYQ120TTJU 120 BTU/HR cooling capacity, 12.6 EER

CU-22: Daikin REYQ096TTJU 90 BTU/HR cooling capacity, 13.1 EER

6. Gauges and bracing shall conform to the latest issue of the A.S.H.R.A.E. guide and S.M.A.C.N.A. Breechings to be AL29-4C stainless steel gas vent. All exterior metals, including fasteners, are corrosion resistant.

7. At each equipment location, provide the required deflection under the imposed load and produce uniform loading and deflection even when equipment weight is not evenly distributed. Jack bases into position and wedge in place before spring loading; leveling bolts shall not be used as jacking screws. After equipment is in place and springs are loaded through leveling bots, remove wedges and jacks. Isolators shall be suitable for the lowest operating speed of the equipment. Vibration isolators shall comply with all aspects of the New York City Building Code.

8. Refrigerant ping and ductwork shall be insulated as required by New York State Energy Code.

Minimum pipe insulation (thickness in inches)

FLUID	NOMINAL PIPE DIAMETER	
	≤ 1.5"	≥ 1.5"
Refrigerant	1½ "	1-1 ½"
Hot Water	1½ "	2

Piping insulation exposed to weather shall be protected from damage, including that due to sunlight, moisture, equipment maintenance and wind, and shall provide shielding from solar radiation that can cause degradation of the material. Adhesives tape shall not be permitted.

9. All fan coil units are installed within individual units as part of the split system.
   a. Provide standalone controls for all systems. Room mounted seven day programmable electrical/electronic thermostats shall be provided for each room.
   b. Fan coil units within the units are ducted ceiling type.
   c. Fan coil units are located above the ceiling in the closets, bathrooms, and kitchens. Manufacturer's standard warranty period is ten years from date of Substantial Completion.

(n) Ventilation.

1. Kitchens (where required by Code only) to be exhausted either through ceiling exhaust registers served by a common fan on the roof or through kitchen hoods with individual exhaust fans connected to a vertical duct and exhausted at roof level.
2. Bathrooms are exhausted by way of a vertical exhaust system to a common exhaust fan on the roof.
3. The cellar laundry exhausts fan, exhausts via duct riser to grating at pool deck level. Laundry make up air is also brought in through gratings at pool deck level via a cellar mounted fan. A control system decreases and increases these air flows depending on how many dryers are being used. A Daikin FXMQ72MFVJU fan coil heats and air conditions the air year round.
4. Locker rooms shall be exhausted using the toilet exhaust system.
5. Storage and utility rooms shall be provided with tempered outside air and exhausted to the outside.
6. Compactor and refuse rooms shall be exhausted by way of an exhaust fan at roof level.
7. A combustion air fan brings outdoor air into the boiler room.
8. The individual electric dryer in each unit shall be ventless.
9. Fan coil units serving the amenities which consist of Fitness Room, Play Room, and Lounge are provided with fresh air connections brought in through gratings and code-worthy louvers at pool deck level.

10. Main entrance lobby fresh air requirements are satisfied by the rooftop unit which additionally provides ventilation for the corridors, mail room and package room.

(o) Electrical system.

1. Service entrances to main service – copper conductors

a. Switchboards:

i. Amperes: One (1) 2,500 amp rated main service switchboard (load side) serving all areas of the building.
ii. One (1) 800 ampere switch and meter shall be provided for the retail area.
iii. Voltage: 208/120V 3-phase 4 wire
iv. Phases: 3
v. Wire Protective Equipment: Fuses

2. Compartment Switchboard:

a. The electrical service room and switchboards, distribution panels will be located at the cellar level. The electrical services for the retail will be on the its own main meter in the main electric room and then fed to the retail pull box. The Residential Section loads shall be fed by separately sub-metered panels in each apartment.

3. Unit Service:

a. Rating of main switchboard: By Bussman or equal. Rated @ 200,000 sym amps.

b. Service size to Residential Units shall range from circuit breakers or fuses to units and ratings: 100-200 amps.

c. Number, Size and Type for tapping wire for units: (3) 2, (3) 1/0, and (3) 3/0 AWS Copper.

4. Adequacy:

System is designed in accordance with the requirements of the NYC Electrical Code, which adopts 2008 National Electrical Code with NYC Amendments.

a. Service:

i. Number of circuits per apartment: Adequate @ 24

ii. Capacity to handle modern appliances:

a. Fan Coils: Adequate @ 20

b. Dishwashers: Adequate @ 20 amps

c. Electric Combination

Washer/Dryers: Adequate @ 6,500 watts-208 single phase

b. Lighting and fixtures:

c. Convenience and appliance outlets:

Receptacles are mounted in accordance with Code such that no space along the wall is more than 6' from a receptacle and no space along kitchen counter is more than 2' from a receptacle.

i. Average number per living room: (6)

ii. Average number per bedroom: (6)

5. Emergency Power:

a. Upon loss of utility power, a natural gas fired emergency power system shall provide power to the following:

i. Fire Alarm System

ii. Elevators in accordance with NYC Building Code 3003.

iii. Domestic Water Pump

iv. Sewage Ejector

v. Corridor Receptacle on each Floor

vi. Egress Lighting

b. Generator is 200 KW mounted on roof in an outdoor sound-attenuated enclosure.

(p) Telecom, Intercommunication and/or door signal systems.

a. The Residential Section intercommunication system shall be the Airphone GT-1D Audio Handset Station or equal.

b. Amenity spaces shall be accessible using a keycard entry system. The keycard entry system shall be Keyscan CA8500 system or equal.

c. The door signal shall be a mechanical buzzer.

d. The Residential Section will be provided with internet, cable TV and telephone backbone, from the telecommunications room in the cellar to the telecom closets on each Residential Section floors, which will be fed by various ISP's. Every apartment will have a voice and data distribution system, providing voice and data outlets in most rooms, connected to this backbone. The residents will be responsible for arranging the service from the respective providers.

e. 1 year warranty on labor and parts on defective equipment.

f. Television Reception Facilities

i. See (d) above.

(q) Lighting

Typical Apartments and Penthouse:

Apartment Foyer/Corridor – Recessed downlight.

Kitchens –LED strip light under upper cabinet and recessed downlights at dropped ceiling.

Dining - Jbox for future pendant

Living – Jbox for future pendant

Master Bedrooms - Recessed LED downlight where applicable and Jbox for future pendant.

Secondary Bedrooms – Recessed downlights at foyer where applicable.

Master Bathrooms – Recessed downlight, recessed downlight for wet location and linear fixture inside medicine cabinet.

Secondary Bathrooms –Recessed downlight and recessed downlight for wet location.

Powder rooms – recessed down light and decorative pendant light.

Walk in Closets: recessed downlights. Surface mount downlight where applicable.

Public Areas:

Lobby: Linear fluorescent cove lighting

Bartco BFL281-S Linear T5 Fluorescent or equal.

Recessed linear LED at elevator core wall

XAL Lighting N246-11-731-7150-H-70 Linear LED 3000K 84CRI or equal.

Cellar: Fluorescent surface mounted fixtures in MEP rooms.

Recessed LED downlights in corridors.

Cooper Lighting P3LED-09-FL40-927-E-EM-E3AASRPIN. 5-1/8" dia. trim plate or equal.

Fitness room: Linear fluorescent cove lighting and Recessed linear lighting,

Bartco BFL281-S Linear T5 Fluorescent or equal.

Suspended fluorescent fixtures.

Artemide USC-M090028H00KL2C1 Surf Suspension or Equal.

Playroom: Linear fluorescent cove lighting

Bartco BFL281-S Linear T5 Fluorescent or equal.

Recessed LED downlights.

Cooper Lighting P3LED-09-FL40-927-E-EM-E3AASRPIN. 5-1/8" dia. trim plate or equal.

Lounge: Linear fluorescent cove lighting.

Bartco BFL281-S Linear T5 Fluorescent or equal.

Recessed LED downlights.

Cooper Lighting P3LED-09-FL40-927-E-EM-E3AASRPIN. 5-1/8" dia. trim plate or equal.

Corridors: Recessed linear LED lighting

XAL Lighting N246-11-731-7150-H-70 Linear LED 3000K 84CRI or equal.

LED strip light at apartment entry panel.

WAC LED-TX2427-1-WT InvisiLED Pro 2 or equal.

Elevator Cab: recessed LED linear.

Sistemalu 1324-01-11 Sistema Bar or equal.

The lighting shall meet the 2008 NYC Building Code and NYC Energy Conservation Code requirements.

Emergency lights will be distributed as per code. Stairwells will be provided with wall mounted emergency lights. Stairwells will be provided with wall mounted emergency lights.

(r) Parking will not be provided.

(s) There is an outdoor swimming pool on the 2nd floor terrace. Pool is constructed from stainless steel wiith a glass mosaic tile finish. Pool is approximately 15'-0" wide and 35'-6" long. Maximum pool depth is 4'-0". At approx. 533SF of shallow water, the approximate number of bather at any time is 35 persons.

Pool floor and walls are Type 3/16" 304L Stainless Steel Plate.

Pumping System:
Single stage, end suction centrifugal unit, self-priming, close coupled
2 HP, 208v – 3 phase, 3450 RPM motor with a capacity of 100gpm at 68ft T.D.H.

Filter System:
Cartridge type, tank of fiberglass reinforced construction with 520 sq. ft. filter area
NSF approved.

Pool Heater System:
Stainless steel brazed plate heat exchanger; 300,000 BTUH

Pool deck to be 12" thick reinforced concrete on the 2nd floor terrace.

(t) Recreation spaces will be located on the 2nd Floor and are approximately 2460 sf. The maximum occupancy load is 45 people. The recreational area will consist of a Play room, lounge, outdoor pool and a fitness center. The fitness center equipment will include upright bike, treadmill, elliptical machine, free-weights, weight machine, a kinesis machine, stretching mats and equipment embedded TVs. Fitness room floor will be finished with Bolon vinyl flooring, in rolls from Silence collection.

(u) *Permits and certificates.*

See (B)(3)&(4) for certificate of occupancy and permits. Sprinkler alarm to be filed with Fire Department. The sprinkler system must be inspected yearly by a licensed plumber selected by the Condominium. The elevator, which is filed under a separate application with the Department of Buildings, is required to have an annual maintenance inspection by the elevator maintenance company selected by the Condominium. All of these inspection reports must be filed with Department of Buildings and all necessary defects corrected.

(v) Violations.

As of the date of the report there are no violations. The work necessary to remove any violations due to individual Sponsor's work that may be issued during construction will be performed prior to the issuance of the permanent certificate of occupancy.

(w) Unit information.

There are 51 residential units in the building. See attached floor plans for each type of unit indicating room dimensions, total areas, unit boundaries and the relationship of units to each other. The units have not yet been inspected.

DESCRIPTION OF UNITS														
FLOOR	GROSS AREA	GENERAL COMMON AREA (INTERIOR)	COMMERCAIL	APARTMENT	APARTMENT AREA	DUPLEX	BEDROOMS	BATHROOMS	TOILET ROOMS	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	LIMITED COMMON AREA (LCA)
CELLAR	6,979	1,675	1,299						1	NO		NO		4,005
1ST	7,221		5,908						2	NO		NO		1,313
2ND	5,053								2	NO		YES	2,218	2,891
				2A	1,342		2	2.5		NO		NO		
				2B	820		1	2		NO		NO		
3RD	4,868									NO		NO		609
				3A	692		1	1		NO		NO		
				3B	646		1	1		NO		NO		
				3C	1,619		3	3		NO		NO		
				3D	1,302		2	2.5		NO		YES	350	
4TH	4,904									NO		NO		635
				4A	702		1	1		NO		NO		
				4B	646		1	1		NO		NO		
				4C	1,619		3	3		NO		NO		
				4D	1,302		2	2.5		NO		NO		
5TH	4,904									NO		NO		616
				5A	702		1	1		NO		NO		
				5B	646		1	1		NO		NO		
				5C	1,638		3	3		NO		NO		
				5D	1,302		2	2.5		NO		NO		
6TH	4,904									NO		NO		622
				6A	702		1	1		NO		NO		
				6B	921		2	2		NO		NO		
				6C	1,357		2	2		NO		NO		
				6D	1,302		2	2.5		NO		NO		
7TH	4,889									NO		NO		622
				7A	702		1	1		NO		NO		
				7B	916		2	2		NO		NO		
				7C	1,347		2	2		NO		NO		

				7D	1,302		2	2.5		NO		NO		
8TH	4,867									NO		NO		622
				8A	702		1	1		NO		NO		
				8B	908		2	2		NO		NO		
				8C	1,333		2	2		NO		NO		
				8D	1,302		2	2.5		NO		NO		
9TH	4,845									NO		NO		621
				9A	702		1	1		NO		NO		
				9B	910		2	2		NO		NO		
				9C	1,310		2	2		NO		NO		
				9D	1,302		2	2.5		NO		NO		
10TH	4,824									NO		NO		622
				10A	702		1	1		NO		NO		
				10B	902		2	2		NO		NO		
				10C	1,296		2	2		NO		NO		
				10D	1,302		2	2.5		NO		NO		
11TH	4,802									NO		NO		609
				11A	1,320		2	2.5		NO		NO		
				11B	1,571		3	3		NO		NO		
				11C	1,302		2	2.5		NO		NO		
12TH	4,780									NO		NO		609
				12A	1,359		2	2.5		NO		NO		
				12B	1,510		3	3		NO		NO		
				12C	1,302		2	2.5		NO		NO		
14TH	4,758									NO		NO		617
				14A	1,385		2	2.5		NO		NO		
				14B	1,454		2	2		NO		NO		
				14C	1,302		2	2.5		NO		NO		
15TH	4,141									NO		NO		693
				15A	2,209		3	3.5		NO		YES	743	
				16A	1,239	LL	3	2		NO		YES	97	
16TH	3,940									NO		NO		630
				16A	1,132	UL	0	0		NO		YES	178	
				16B	2,008		3	2.5		NO		YES	170	
17TH	3,837											NO		602
				17A	1,808	LL	2	2		NO		YES	81	
				17B	1,427		2	2.5		YES	138	NO		
18TH	3,474											NO		468
				17A	624	UL	1	1		NO		YES	81	
				PHA	2,382		3	3.5		NO		YES	259	

19TH	3,129											NO		476
				PHB	2,653		3	3.5		NO		YES	394	
20TH	3,072											NO		
				PHC	2,598	LL	3	3.5		NO		YES	98	
ROOF	677											YES	559	599
				PHC	124	UL	0	0		NO		YES	837	
TOTAL	94,868	1,675		51	66,907		102	112	5				6,065	18,481

Fixtures and Appliances: Subject to as built conditions as well as Sponsor's right to make substitutions as set forth in the offering plan, the Residential Units will be equipped with the following fixtures and appliances:

(1) Bathroom fixtures and equipment.

Master Bathroom w/ Shower:

Toilet	Laufen floorstanding, model 823953
Faucet	Zucchetti, Simply Beautiful collection deck mounted mixer, model ZSB5412 Custom
Lavatory	Kohler, Verticyl series, Undermount Vanity
Shower Set	Zucchetti, Simply Beautiful collection (includes shower head, handshower with hose, and thermostatic mixer with 2-way diverter)
Shower Drain	Mountain Plumbing, Re-Vive – Linear, MT525B

Master Bathroom w/ Tub:

Toilet	Laufen floorstanding, model 823953
Faucet	Zucchetti, Simply Beautiful collection deck mounted mixer, model ZSB5412 Custom
Lavatory	Kohler, Verticyl series, Undermount Vanity
Tub	Undermount, Signature Plumbing, 'Catalina'
Tub Set	Zucchetti, Simply Beautiful collection (includes shower head, handshower with hose, thermostatic mixer with 3-way diverter, and tub spout)

Master Bathroom w/ Tub and Shower:

Toilet	Laufen floorstanding, model 823953
Faucet	Zucchetti, Simply Beautiful collection deck mounted mixer, model ZSB5412 Custom
Lavatory	Kohler, Verticyl series, Undermount Vanity
Shower Set	Zucchetti, Simply Beautiful collection (includes shower head, handshower with

	hose, and thermostatic mixer with 2-way diverter)
Shower Drain	Mountain Plumbing, Re-Vive – Linear, MT525B
Tub	Undermount, Signature Plumbing, 'Catalina'
Tub Set	Zucchetti, Simply Beautiful collection (includes handshower with hose, thermostatic mixer with 2-way diverter, and tub spout)

Master Bathroom w/ Wet Room:

Toilet	Laufen floorstanding, model 823953
Faucet	Zucchetti, Simply Beautiful collection deck mounted mixer, model ZSB5412 Custom
Lavatory	Kohler, Verticyl series, Undermount Vanity
Shower Set	Zucchetti, Simply Beautiful collection (includes shower head, handshower with hose, and thermostatic mixer with 2-way diverter)
Shower Drain	Mountain Plumbing, Re-Vive – Linear, MT525B
Tub	Undermount, Signature Plumbing, 'Catalina'
Tub Set	Zucchetti, Simply Beautiful collection (includes handshower with hose, thermostatic mixer with 2-way diverter, and tub spout)

Secondary Bathroom w/ Tub:

Toilet	Laufen floorstanding, model 823953
Faucet	Zucchetti, Simply Beautiful collection deck mounted mixer, model ZSB5412 Custom
Lavatory	Kohler, Verticyl series, Undermount Vanity
Tub	Undermount, Signature Plumbing, 'Catalina'
Tub Set	Zucchetti, Simply Beautiful collection (includes shower head, handshower with hose, thermostatic mixer with 3-way diverter, and tub spout)

Secondary Bathroom w/ Shower:

Toilet	Laufen floorstanding, model 823953
Faucet	Zucchetti, Simply Beautiful collection deck mounted mixer, model ZSB5412 Custom
Lavatory	Kohler, Verticyl series, Undermount Vanity
Shower Set	Zucchetti, Simply Beautiful collection (includes shower head, handshower with hose, and thermostatic mixer with 2-way diverter)
Shower Drain	Mountain Plumbing, Re-Vive – Linear, MT525B

Powder Room Fixtures:

Toilet	Laufen floorstanding, model 823953

Faucet	Zucchetti, Soft collection deck mounted mixer, model ZP7232
Lavatory	Alape, AB.KE400, Countermount Round Vanity

Amenity – Public Bathroom Fixtures

Toilet	TOTO, CT708EV, Wall Mount
Faucet	Zucchetti, Jingle collection deck mounted mixer, model ZIN695
Lavatory	Duravit, Vero 045460.00
Shower Set	Zucchetti, Jingle collection (includes shower head, handshower with hose, and pressure balance mixer with 2-way diverter)
Shower Drain	Mountain Plumbing, Re-Vive – Linear, MT525B

Amenity – Lounge Fixtures

Water Fountain	Halsey Taylor, HCRFER-Q

Amenity – Pool Fixtures

Outdoor Shower	Zucchetti, KOS collection (includes outdoor column shower and shower head and cover)

Super Bathroom Fixtures

Toilet	Laufen floorstanding, model 823953
Faucet	Zucchetti, Jingle collection deck mounted mixer, model ZIN695
Lavatory	Duravit, Vero 045460.00

(2) Kitchen and laundry equipment.

Fixtures and Appliances: Subject to as built conditions as well as Sponsor's right to make substitutions as set forth in the offering plan, the Residential Units will be equipped with the following fixtures and appliances:

Package: 1
Kitchen Types: 3, 3A, 11
Units: 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 3B, 4B, 5B
Total Unit Count: 11

Refrigerator	Gaggenau, RB472701, 30" Bottom Mount Freezer
Gas Cooktop	Gaggenau, VG264214CA, 24"

Concealed Hood	Best Rangehoods, P195P1M52SB, 24"
Electric Oven	Gaggenau, BO450611, 24"
Microwave Drawer	Gaggenau, MW420620, 24"
Dishwasher	Gaggenau, DF250740, 18"
Wine Cooler	N/A
Kitchen Sink	Quatrus, 518171, 23"
Kitchen Sink Disposal	Insinkerator, PROXL1100
Kitchen Faucet	KWC, 10.231.103.000, Stainless Steel
Washer	Bosch, WAT28401UC, 24"
Dryer	Bosch, WTG86401UC, 24" Ventless

Package: 2
Kitchen Types: 7
Units: 2B
Total Unit Count: 1

Refrigerator	Gaggenau, RB472701, 30" Bottom Mount Freezer
Gas Cooktop	Gaggenau, VG264214CA, 24"
Concealed Hood	Best Rangehoods, P195P1M52SB, 24"
Electric Oven	Gaggenau, BO450611, 24"
Microwave Drawer	Gaggenau, MW420620, 24"
Dishwasher	Gaggenau, DF251761, 24"
Wine Cooler	N/A
Kitchen Sink	Quatrus, 518171, 23"
Kitchen Sink Disposal	Insinkerator, PROXL1100
Kitchen Faucet	KWC, 10.231.103.000, Stainless Steel
Washer	Bosch, WAT28401UC, 24"
Dryer	Bosch, WTG86401UC, 24" Ventless

Package: 3
Kitchen Types: 1,5,6
Units: 11A, 12A, 6C, 7C, 8C, 9C, 10C, 3D, 4D, 5D, 6D, 7D, 8D, 9D, 10D, 11C, 12C, 14C
Total Unit Count: 18

Refrigerator	Gaggenau, RB492701, 36" Bottom Mount Freezer
Gas Cooktop	Gaggenau, CG280210CA, 30"
Concealed Hood	Best Rangehoods, P195P1M70SB, 30"
Electric Oven	Gaggenau, BO480611, 30"
Microwave Drawer	Gaggenau, MW420620, 24"
Dishwasher	Gaggenau, DF251761, 24"
Wine Cooler	Marvel, MP15WSG3RS, 15"
Kitchen Sink	Quatrus, 518171, 23"
Kitchen Sink Disposal	Insinkerator, PROXL1100
Kitchen Faucet	KWC, 10.231.103.000, Stainless Steel
Washer	Bosch, WAT28401UC, 24"

Dryer	Bosch, WTG86401UC, 24" Ventless

Package: 4
Kitchen Types: 2, 4
Units: 2A, 14A
Total Unit Count: 2

Refrigerator	Gaggenau, RB492701, 36" Bottom Mount Freezer
Gas Cooktop	Gaggenau, CG280210CA, 30"
Concealed Hood	Best Rangehoods, P195P1M70SB, 30"
Electric Oven	Gaggenau, BO480611, 30"
Microwave Drawer	Gaggenau, MW420620, 24"
Dishwasher	Gaggenau, DF251761, 24"
Wine Cooler	Gaggenau, RW404761, 24"
Kitchen Sink	Quatrus, 518172, 30"
Kitchen Sink Disposal	Insinkerator, PROXL1100
Kitchen Faucet	KWC, 10.231.103.000, Stainless Steel
Washer	Bosch, WAT28401UC, 24"
Dryer	Bosch, WTG86401UC, 24" Ventless

Package: 5
Kitchen Types: 8
Units: 6B, 7B, 8B, 9B, 10B
Total Unit Count: 5

Refrigerator	Gaggenau, RB472701, 30" Bottom Mount Freezer
Gas Cooktop	Gaggenau, CG280210CA, 30"
Concealed Hood	Best Rangehoods, P195P1M70SB, 30"
Electric Oven	Gaggenau, BO480611, 30"
Microwave Drawer	Gaggenau, MW420620, 24"
Dishwasher	Gaggenau, DF251761, 24"
Wine Cooler	Marvel, MP15WSG3RS, 15"
Kitchen Sink	Quatrus, 518171, 23"
Kitchen Sink Disposal	Insinkerator, PROXL1100
Kitchen Faucet	KWC, 10.231.103.000, Stainless Steel
Washer	Bosch, WAT28401UC, 24"
Dryer	Bosch, WTG86401UC, 24" Ventless

Package: 6
Kitchen Types: 9, 9A, 10
Units: 3C, 4C, 5C, 11B, 12B, 14B

Total Unit Count: 6

Refrigerator	Gaggenau, RB492701, 36" Bottom Mount Freezer
Gas Cooktop	Gaggenau, VG295214CA, 36"
Concealed Hood	Best Rangehoods, P195P1M70SB, 36"
Electric Oven	Gaggenau, BO480611, 30"
Microwave Drawer	Gaggenau, MW420620, 24"
Dishwasher	Gaggenau, DF251761, 24"
Wine Cooler	Gaggenau, RW404761, 24"
Kitchen Sink	Quatrus, 518172, 30"
Kitchen Sink Disposal	Insinkerator, PROXL1100
Kitchen Faucet	KWC, 10.231.103.000, Stainless Steel
Washer	Bosch, WAT28401UC, 24"
Dryer	Bosch, WTG86401UC, 24" Ventless

Package: 7
Kitchen Types: 13, 14, 19
Units: 15A, 16B, 17B
Total Unit Count: 3

Refrigerator	Gaggenau, RB492701, 36" Bottom Mount Freezer
Gas Cooktop	Gaggenau, VG295214CA, 36"
Concealed Hood	Best Rangehoods, P195P1M70SB, 36", Ducted
Electric Oven	Gaggenau, BO480611, 30"
Microwave Drawer	Gaggenau, MW420620, 24"
Dishwasher	Gaggenau, DF251761, 24"
Wine Cooler	Gaggenau, RW404761, 24"
Kitchen Sink	Quatrus, 518172, 30"
Kitchen Sink Disposal	Insinkerator, PROXL1100
Kitchen Faucet	KWC, 10.231.103.000, Stainless Steel
Washer	Bosch, WAT28401UC, 24"
Dryer	Bosch, WTG86401UC, 24" Ventless

Package: 8
Kitchen Types: 15
Units: 16A, 17A
Total Unit Count: 2

Refrigerator	Gaggenau, RB492701, 36" Bottom Mount Freezer
Gas Cooktop	Gaggenau, VG295214CA, 36"
Concealed Hood	Best Rangehoods, P195P1M70SB, 36", Ducted
Electric Oven	Gaggenau, BO480611, 30"
Speed Oven	Gaggenau, BM450710, 24"
Warming Drawer	Gaggenau, WS461710, 24"

Dishwasher	Gaggenau, DF251761, 24"
Wine Cooler	Gaggenau, RW404761, 24"
Kitchen Sink	Quatrus, 518172, 30"
Kitchen Sink Disposal	Insinkerator, PROXL1100
Kitchen Faucet	KWC, 10.231.103.000, Stainless Steel
Washer	Bosch, WAT28401UC, 24"
Dryer	Bosch, WTG86401UC, 24" Ventless

Package: 9
Kitchen Types: 16
Units: PH1
Total Unit Count: 1

Refrigerator	Gaggenau, RC472701, 30" Refrigerator Column
Freezer	Gaggenau, RF411701, 18" Freezer Column
Gas Cooktop	Gaggenau, VG295214CA, 36"
Concealed Hood	Best Rangehoods, P195P1M70SB, 36", Ducted
Electric Oven	Gaggenau, BO480611, 30"
Speed Oven	Gaggenau, BM450710, 24"
Warming Drawer	Gaggenau, WS461710, 24"
Dishwasher	Gaggenau, DF251761, 24"
Wine Cooler	Gaggenau, RW404761, 24"
Kitchen Sink	Quatrus, 518172, 30"
Kitchen Sink Disposal	Insinkerator, PROXL1100
Kitchen Faucet	KWC, 10.231.103.000, Stainless Steel
Washer	Bosch, WAT28401UC, 24"
Dryer	Bosch, WTG86401UC, 24" Ventless
Utility Room Sink	Quatrus, 518171, 23"
Utility Room Faucet	Zucchetti, ZXS368.1880, Brushed Nickel
Gas Fireplace	Ortal, Clear 200TS – 3 Side

Package: 10
Kitchen Types: 17, 18
Units: PH2, PH3
Total Unit Count: 2

Refrigerator	Gaggenau, RC472701, 30" Refrigerator Column
Freezer	Gaggenau, RF411701, 18" Freezer Column
Gas Cooktop	Gaggenau, VG295214CA, 36"
Concealed Hood	Best Rangehoods, P195P1M70SB, 36", Ducted
Electric Oven	Gaggenau, BO480611, 30"
Electric Oven (Second)	Gaggenau, BO450611, 24"
Speed Oven	Gaggenau, BM450710, 24"

Warming Drawer	Gaggenau, WS461710, 24"
Wine Cooler	Gaggenau, RW404761, 24"
Counter Sink	Quatrus, 518172, 30"
Counter Sink Faucet	Zucchetti, ZXS368.1880, Brushed Nickel
Counter Sink Disposal	Insinkerator, PROXL1100
Counter Dishwasher	Gaggenau, DF251761, 24"
Island Sink	Quatrus, 518171, 23"
Island Sink Faucet	KWC, 10.231.103.000, Stainless Steel
Island Sink Disposal	Insinkerator, PROXL1100
Island Dishwasher	Gaggenau, DF251761, 24"
Washer	Bosch, WAT28401UC, 24"
Dryer	Bosch, WTG86401UC, 24" Ventless
Utility Room Sink	Quatrus, 518171, 23"
Utility Room Faucet	Zucchetti, ZXS368.1880, Brushed Nickel
Gas Fireplace	Ortal, Clear 200TS – 3 Side

Public Laundry

Laundry Sink	Kohler, Gilford K-12787-0
Laundry Faucet	Kohler, Triton K-7320
Washer	Speed Queen, SCN020
Dryer	Speed Queen, STT30NLC

(x) Finish Schedules

Describe all common rooms and spaces including but not limited to: cellar, first floor, penthouse floor, public and service halls, corridors, lobbies.

Typ. Apartment:

Typical Floor:
Engineered, Walnut, Walking on Wood
5/8" Thick x 6" Wide x random lengths (min. 24"-120")
Underlayment: 2 layers of 1/2" thick plywood with acoustical mat
10 year manufacturer's warranty

Typical Painted Drywall Walls and Ceilings:
Flat Finish/Vinyl Acrylic Latex
Primer: 1 coat Aura Eco Spec WB (Benjamin Moore) Interior Latex Primer (N 372)
First Coat: 1 coat Aura Eco Spec WB (Benjamin Moore) Interior Latex Flat (N 373)
Second Coat: Same as First Coat

Eggshell Finish/Vinyl Acrylic Latex
Primer: 1 coat Aura Eco Spec WB (Benjamin Moore) Interior Latex Primer (N 372)

First Coat: 1 coat Aura Eco Spec WB (Benjamin Moore) Latex Eggshell (N374)
Second Coat: Same as First Coat

Master Bathroom:
Floor: stone tile, chevron pattern
Shower Floor: stone slab
Shower and Entry Saddles: stone slab
Wainscott: stone slab
Wall: stone tile

Secondary Bathroom:
Floor: porcelain tile
Entry saddle: Caesarstone
Walls: porcelain tile and paint
Vanity Counter: Compac
Bath Deck: Compac

Powder Room Floor:
Floor: stone tile
Entry Saddle: stone slab
Wainscot: stone slab
Walls: paint, stone mosaic, stone slab

Kitchen:
Countertops: stone slab
Backsplash: stone slab
Base Cabinets: lacquer
Island Cabinets: lacquer
Overhead Cabinets: lacquer
Pulls: Custom Pulls from Aster

Lobby at 1st Floor:
Floor: SL.Concrete, poured in field, epoxy based with metal strip inlay
Walls: stone slab and paint

FINISH SCHEDULE FOR RESIDENTIAL SPACES

LEVEL	LOCATION	FLOOR	BASE	WALLS	CEILING
2ND -20TH FLOORS	APT. CLOSETS	WOOD	PAINTED WOOD	PAINT	PAINT
	APT. LIVING, DINING	WOOD	PAINTED WOOD	PAINT	PAINT
	APT. BEDROOMS	WOOD	PAINTED WOOD	PAINT	PAINT

	MASTER BATHROOM	STONE SLAB / STONE TILE	STONE SLAB	STONE TILE	PAINT
	POWDER ROOM	STONE TILE	STONE SLAB	STONE SLAB / STONE MOSAIC / PAINT	PAINT
	2ND BATHROOM	PORCELAIN TILE / COMPAC	PORCELAIN TILE	PORCELAIN TILE / PAINT	PAINT
	APT. KITCHEN	WOOD	PAINTED WOOD	PAINT	PAINT
	APT. STAIRS	WOOD	PAINTED WOOD	FRAMELESS GLASS / PAINT	PAINT

FINISH SCHEDULE FOR COMMON SPACES

LEVEL	LOCATION	FLOOR	BASE	WALLS	CEILING
CELLAR	**ELEVATOR LOBBY**	PORCELAIN TILE	PAINTED MDF	PAINT	PAINT
	CORRIDOR	PORCELAIN TILE	PAINTED MDF	PAINT	PAINT
	FIREPUMP ROOM	POURED CONCRETE	NA	PAINT	PAINT
	LAUNDRY	PORCELAIN TILE	PAINTED MDF	PAINT	PAINT
	WATER / SEWER / DETENTION	POURED CONCRETE	NA	PAINT	PAINT
	GAS ROOM	POURED CONCRETE	NA	PAINT	PAINT
	ELECTRICAL ROOM	POURED CONCRETE	NA	PAINT	PAINT
	BOILER ROOM	POURED CONCRETE	NA	PAINT	PAINT
	TELECOM ROOM	POURED CONRETE	NA	PAINT	PAINT
	TRASH ROOM	POURED CONCRETE	NA	PAINT	PAINT
	COLD STORAGE	POURED CONCRETE	PAINTED MDF	PAINT	PAINT
	SUPER OFFICE	POURED CONCRETE	PAINTED MDF	PAINT	PAINT
	BIKE STORAGE	POURED CONRETE	NA	PAINT	PAINT
	COMMERCIAL STORAGE	POURED CONCRETE	NA	PAINT	PAINT

	COMMERCIAL REFUSE STORAGE	POURED CONCRETE	NA	PAINT	PAINT
	RESIDENTIAL STORAGE	POURED CONCRETE	NA	PAINT	PAINT
	EXIT STAIR	POURED CONCRETE	NA	PAINT	PAINT
1ST FLOOR	**LOBBY**	CONCRETE / METAL	STONE SLAB / PAINTED MDF	STONE SLAB / METAL / PAINT/ STUCCO	PAINT / LACQUER
	PACKAGE ROOM	CONCRETE	PAINTED MDF	PAINT	PAINT
	CORRIDOR	CONCRETE	STONE SLAB / PAINTED MDF	WALLCOVERING / / PAINT	PAINT
	MAIL ROOM	CONCRETE	PAINTED MDF	PAINT / STUCCO	PAINT
	EXIT CORRIDOR / STAIRS	POURED CONCRETE	NA	PAINT	PAINT
2ND FLOOR	**FITNESS CENTER**	VINYL FLOORING	WOOD / PAINTED MDF	PAINT / WOOD / MIRROR	PAINT
	LOUNGE	VINYL FLOORING	WOOD / PAINTED MDF	WOOD / PAINT	PAINT
	PLAY ROOM	VINYL FLOORING	PAINTED MDF / GLASS	GLASS / PAINT	PAINT
	MEN'S / WOMEN'S BATHROOMS	PORCELAIN TILE	GLASS TILE	GLASS TILE / PAINT	PAINT
	MEN'S / WOMEN'S SHOWERS	PORCELAIN TILE	GLASS TILE	GLASS TILE / PAINT	PAINT
	MEN'S / WOMEN'S LOCKER ROOMS	PORCELAIN TILE	GLASS TILE	GLASS TILE/ PAINT	PAINT
TYPICAL PUBLIC SPACE	**TYPICAL CORRIDOR**	CARPET	PAINTED MDF	PAINT / WALLCOVERING	PAINT
	TRASH ROOM	PORCELAIN TILE	PAINTED MDF	PAINT	PAINT
	STAIRS	POURED CONCRETE	N/A	PAINT	PAINT
ELEVATOR	**ELEVATOR CAB**	CONCRETE TILE	METAL	METAL	METAL

(y) Hardwired Smoke detectors and carbon monoxide detectors are provided inside all sleeping areas and within 15 feet outside all sleeping areas in the apartment units.

Smoke Detectors: Edwards EST, SIGA-PS
Carbon Monoxide Detectors: Kidde, Model KN-COPE-1

Fire alarm speakers are provided at the entrance of all apartment units. Common areas are provided with manual/automatic initiation devices and notification devices as required by the New York City Building Code.
Fire command station with 24V internal battery backup and central station communicator located shall be installed at the residential lobby.

(z) *Additional information required.*

(1) See attached floor plans for each type of unit indicating room dimensions, total areas, unit boundaries and the relationship of units to each other.

(2) Floor to ceiling heights of units.

Cellar: From approximately 8'-2" to approximately 10'-10".
1st Floor: From approximately 13'-10" to approximately 14'-10".
2nd Floor Residential: From approximately 8'-6" to approximately 10'-0".
3rd Floor Residential: From approximately 8'-0" to approximately 9'-6".
4th Floor Residential: From approximately 8'-0" to approximately 9'-6".
5th Floor Residential: From approximately 8'-0" to approximately 9'-6".
6th Floor Residential: From approximately 8'-0" to approximately 9'-6".
7th Floor Residential: From approximately 8'-0" to approximately 9'-6".
8th Floor Residential: From approximately 8'-0" to approximately 9'-6".
9th Floor Residential: From approximately 8'-0" to approximately 9'-6".
10th Floor Residential: From approximately 8'-0" to approximately 9'-6".
11th Floor Residential: From approximately 8'-0" to approximately 9'-6".
12th Floor Residential: From approximately 8'-0" to approximately 9'-6".
14th Floor Residential: From approximately 8'-0" to approximately 9'-9".
15th Floor Residential: From approximately 8'-6" to approximately 9'-11".
16th Floor Residential: From approximately 8'-6" to approximately 9'-11".
17th Floor Residential: From approximately 8'-6" to approximately 9'-11".
18th Floor Residential: From approximately 8'-6" to approximately 9'-11".
19th Floor Residential: From approximately 8'-6" to approximately 9'-11".
20th Floor Residential: From approximately 9'-0" to approximately 10'-6".

(aa) In the event that certain conditions in the building(s) cannot be adequately evaluated by a visual examination, the Office of the Attorney General 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, firestopping, etc. Test results must be reported in the offering plan or in an amendment thereto.
20.7(aa)

(bb) There is no further development.

(cc) There is no asbestos. This is new construction.

(dd) There is no Lead based paint. This is new construction.

(ee) Unit Measurement.

Approximate Gross Area:
"The approximate Square Footage of a Unit set forth in column numbered (3) of Schedule A is gross square footages of the Unit which is obtained by measuring the floor area of the Unit on one or more floors horizontally from the exterior side of the exterior walls or windows (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 and other mechanical equipment spaces or any Common Elements not within a Unit. Each Unit consists of the area measured vertically on each floor of the Building, if applicable, from the top of the concrete floor slab below to the upper side of the sheetrock ceiling above, or if there is no sheetrock ceiling, the underside of the finished ceiling above. Outdoor floor areas of terraces appurtenant to a Unit are not included in the Unit's floor areas. Exterior terrace areas are measured from the exterior face of the Unit to the exterior face of the balcony or terrace walls."

Approximate Net Area:
"The approximate physical dimensions of each Residential Unit consists of the area measured horizontally on one or more floors from the Unit side of the glass or the line of the outside face of the drywall attached to the exterior walls of the Building (concrete columns and mechanical pipes and chases, whether located at the perimeter of the Unit and/or within the Unit, are not deducted for square footage calculations) to the outside face of the drywall or the inside face of the exposed concrete structural member or the inside face of the exposed blockwork of the interior walls and partitions separating the Unit for another Unit, corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements; or to the Unit side of the glass or the line of the outside face of the drywall attached to the opposite exterior walls of the Building. Vertically, each Residential Unit, consists of the space on each floor of the Building, if applicable, between the upper face of the concrete floor and the upper face of the drywall ceiling above or where there is no dry wall ceiling, the under face of the concrete floor above. Doors and windows which open from or form a border of a Residential Unit shall be deemed part of the Unit.

The approximate physical dimension of the Commercial Unit located on a portion of the first floor level and a portion of the cellar level of the Building, consists of the area on those levels measured horizontally from the Unit side of the glass or the inside face of the exposed concrete structural member or the exposed blockwork or brickwork of the exterior walls or foundations of the Building, as the case may be, (perimeter concrete columns and perimeter mechanical pipes and chases are not deducted for square footage calculations) to the outside face of the drywall or the inside face of the exposed concrete structural member or the inside face of the exposed blockwork of the interior walls and partitions separating the Unit from another Unit, corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements; or the line of the outside face of the drywall or exposed concrete or blockwork of the opposite exterior walls or foundations of the Building, as the case may be. Vertically, the Commercial Unit consists of the space on those portions of the first floor and on those portions of the cellar level between the upper face of the concrete floor and the upper face of the drywall ceiling above or where there is

no drywall ceiling, the under face of the concrete floor above. Doors and windows, together with any storefront attached and/or adjacent thereto, which open from or form border of the Commercial Unit shall be deemed a part of the Commercial Unit. Further, the two half bathroom located within the Commercial Unit, as well as the staircase within the Commercial Unit leading from the cellar to the first floor, shall be deemed part of the Commercial Unit."

(ff) Other disclosures:

There are no existing unsafe conditions that have been brought to the sponsor's attention.

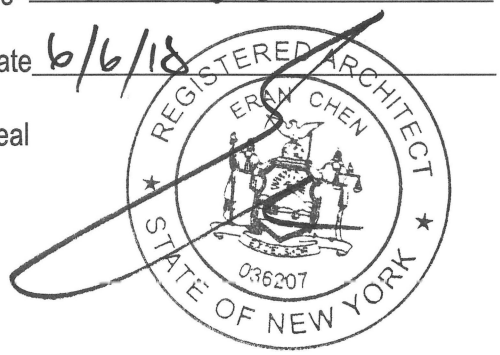
There is no corrosive drywall materials incorporated in the project.

Sponsor reserves the right, in its sole discretion, to replace, including but not limited to, any or all materials, fixture, appliances or other items stated in this report with those of equal or better quality.

Sign ERAN CHEN

Date 6/6/18

Seal



SITE PLAN

&

FLOOR PLANS

Please note that all dimensions are approximate.

The approximate Square Footage of a Unit set forth on the Floor Plans are gross square footages of the Unit, which is obtained by measuring the floor area of the Unit horizontally from the exterior side of the exterior walls or windows (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 and other mechanical equipment spaces or any Common Elements not within a Unit. Each Unit consists of the area measured vertically on each floor of the Building, if applicable, from the top of the concrete floor slab below to the underside of the finished ceiling. The gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. As is customary in New York City, these gross square footages substantially exceed the useable floor area of each Unit.

Exterior terrace areas are measured from the exterior face of the Unit to the exterior face of the terrace walls.

Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question.

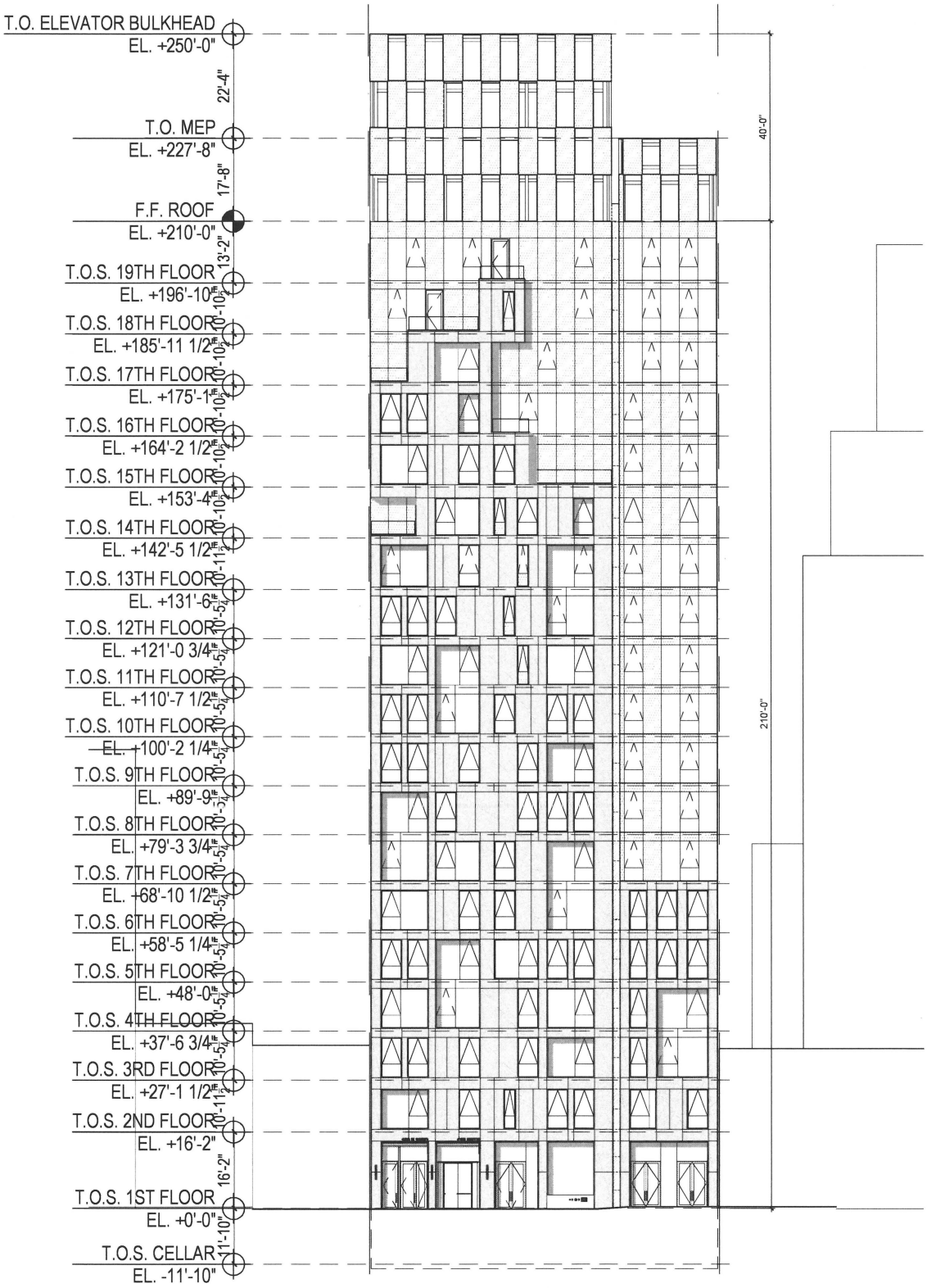


SITE PLAN

0 5 10 20 40 FEET 80

NEW YORK

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



BUILDING ELEVATION

0 5 10 20 FEET 40

NEW YORK

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

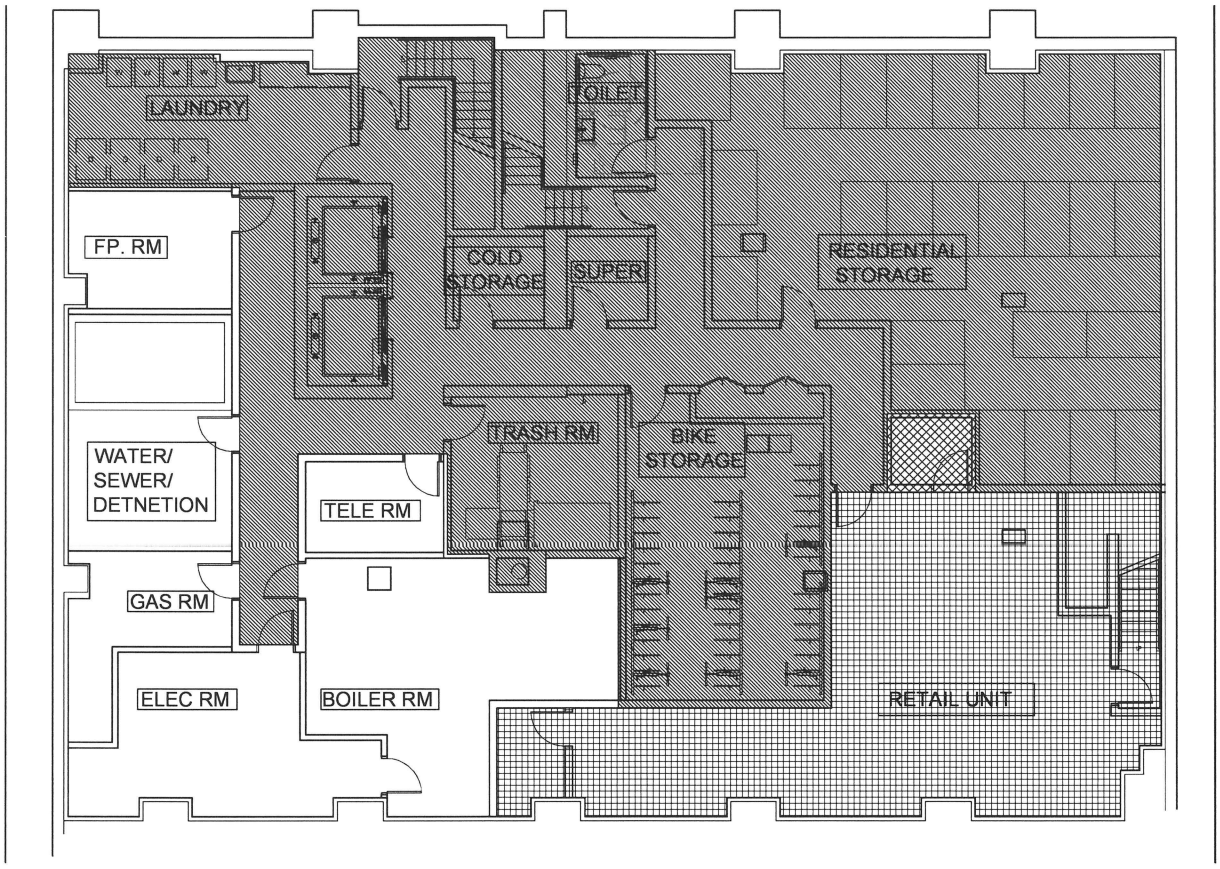
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



CELLAR

0 4 8 16 FEET 32

NEW YORK

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

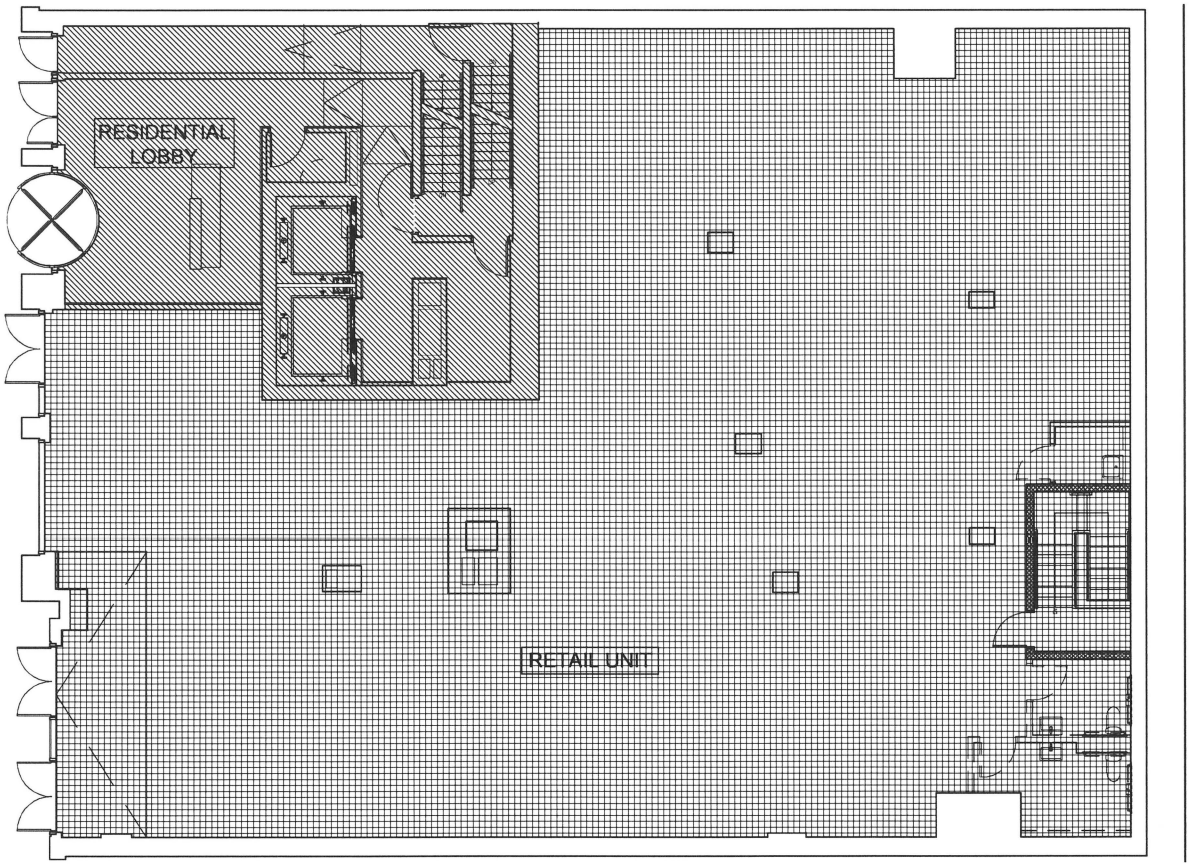
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



NEW YORK

0 4 8 16 FEET 32

1ST FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

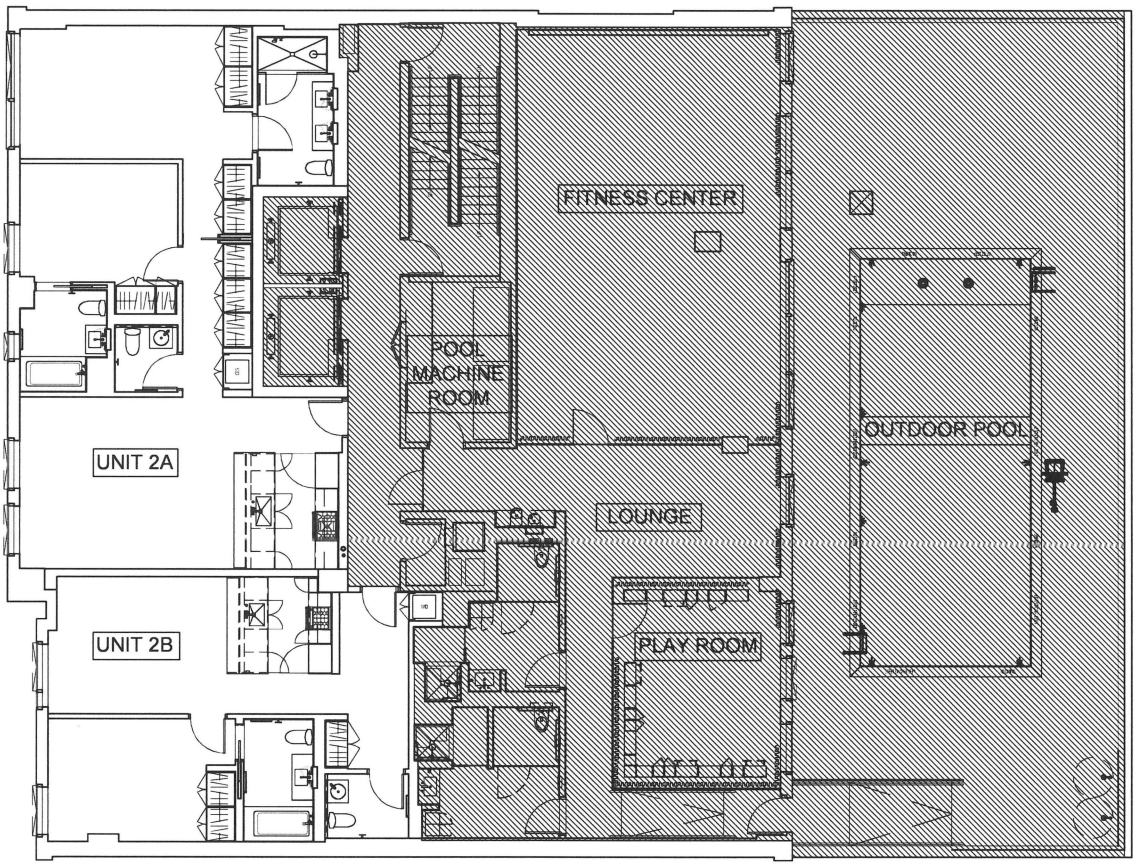
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



ODA NEW YORK

0 4 8 16 FEET 32

2ND FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

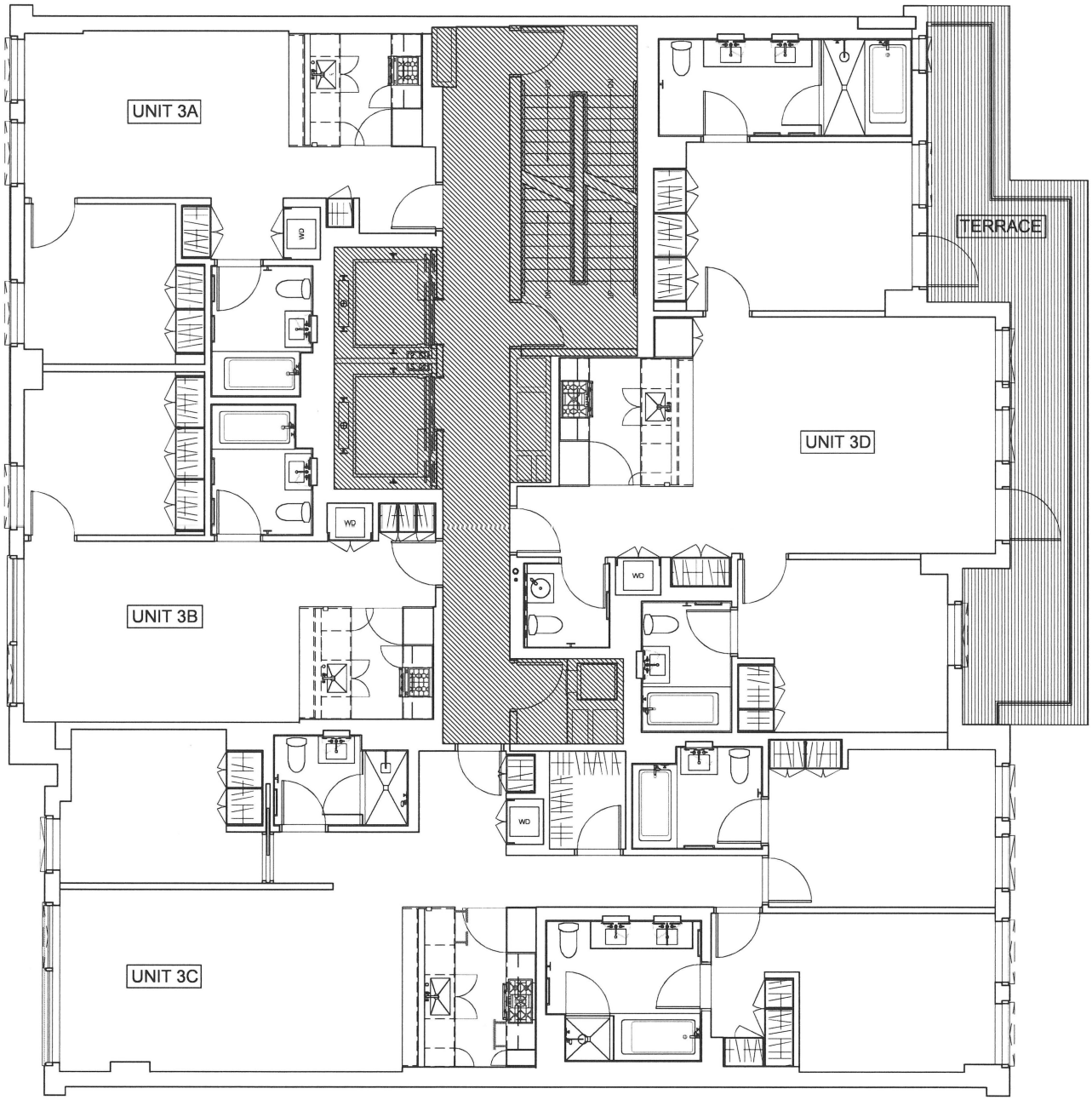
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



3RD FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

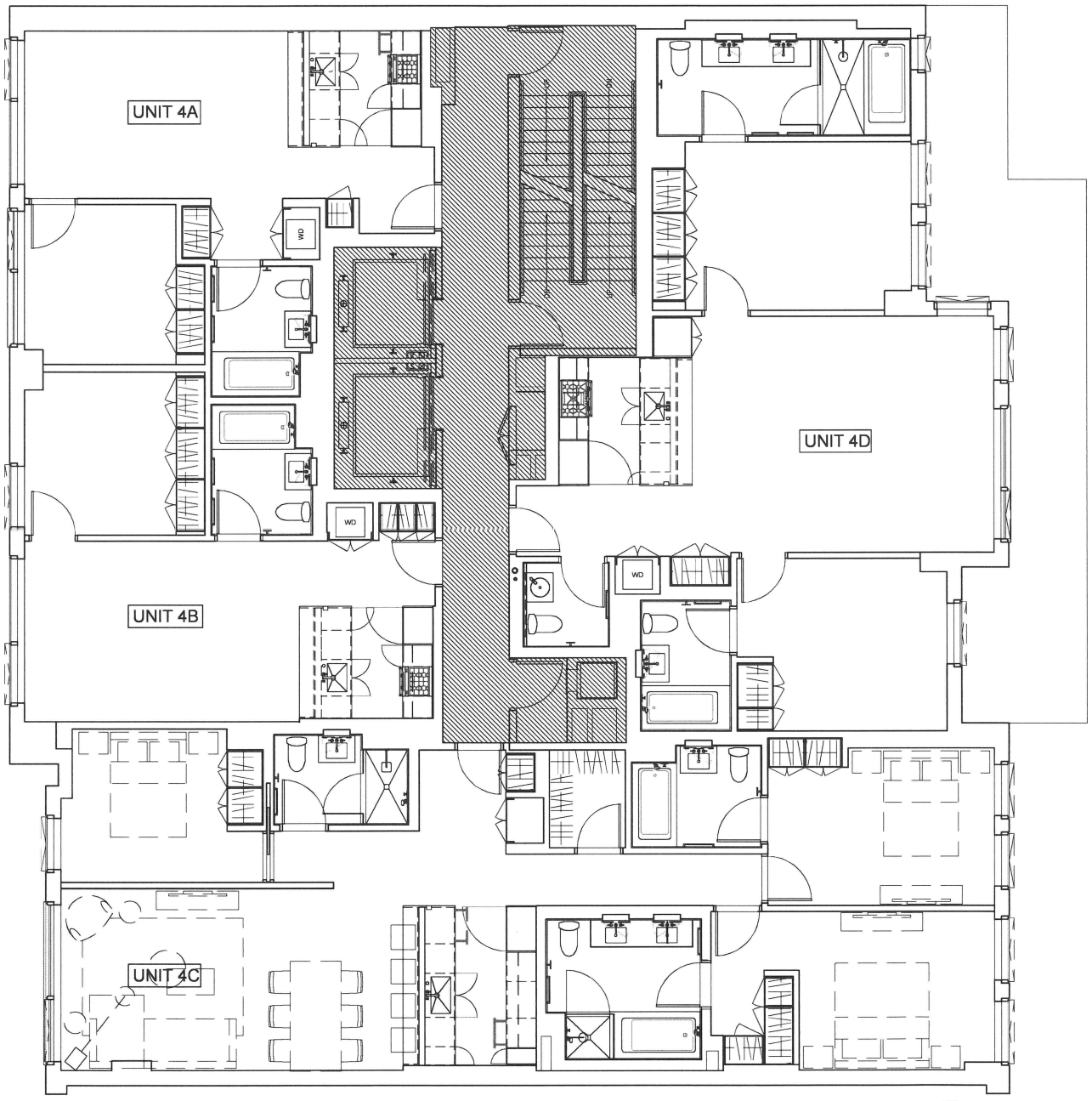
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



4TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

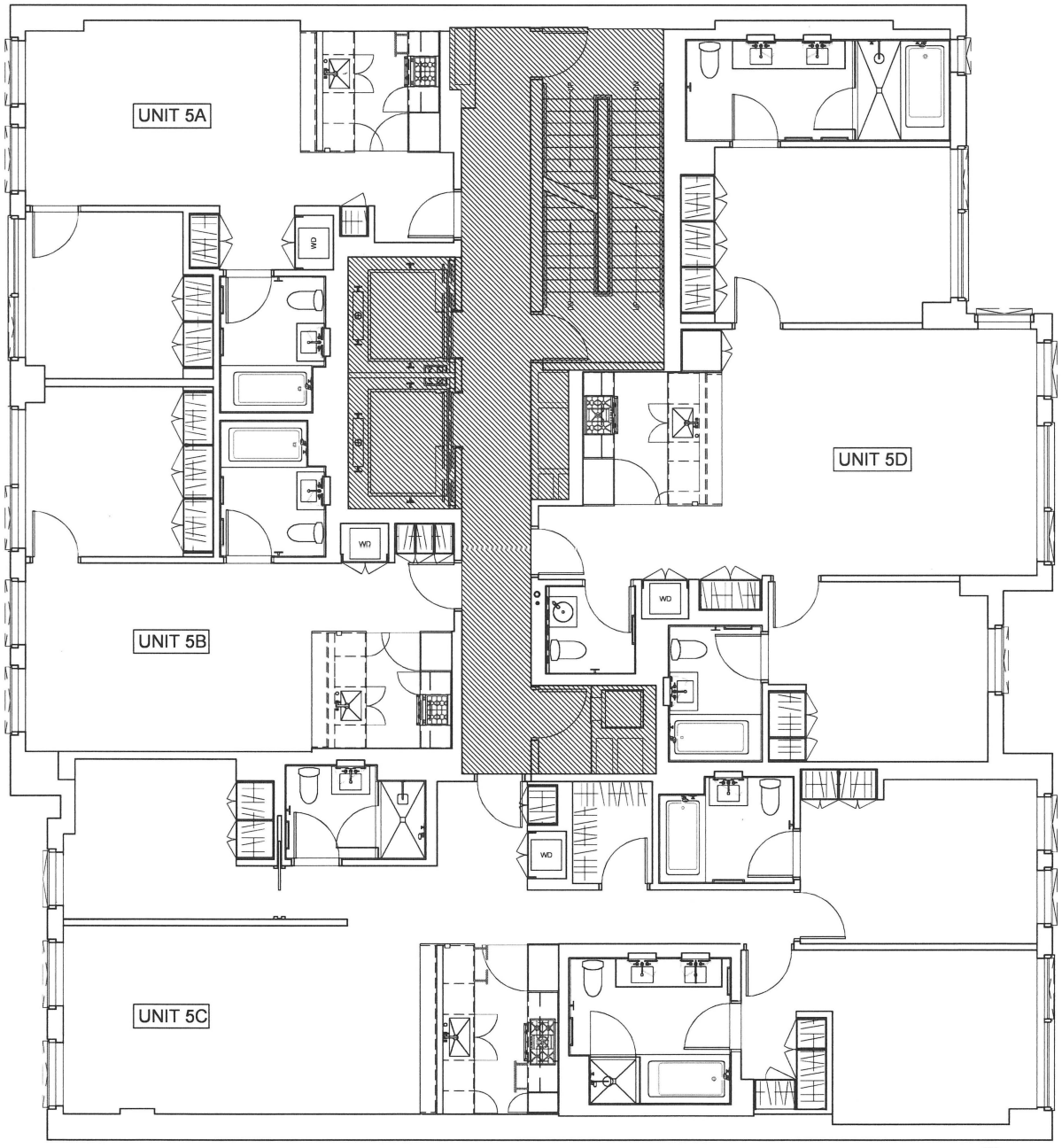
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



NEW YORK

5TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

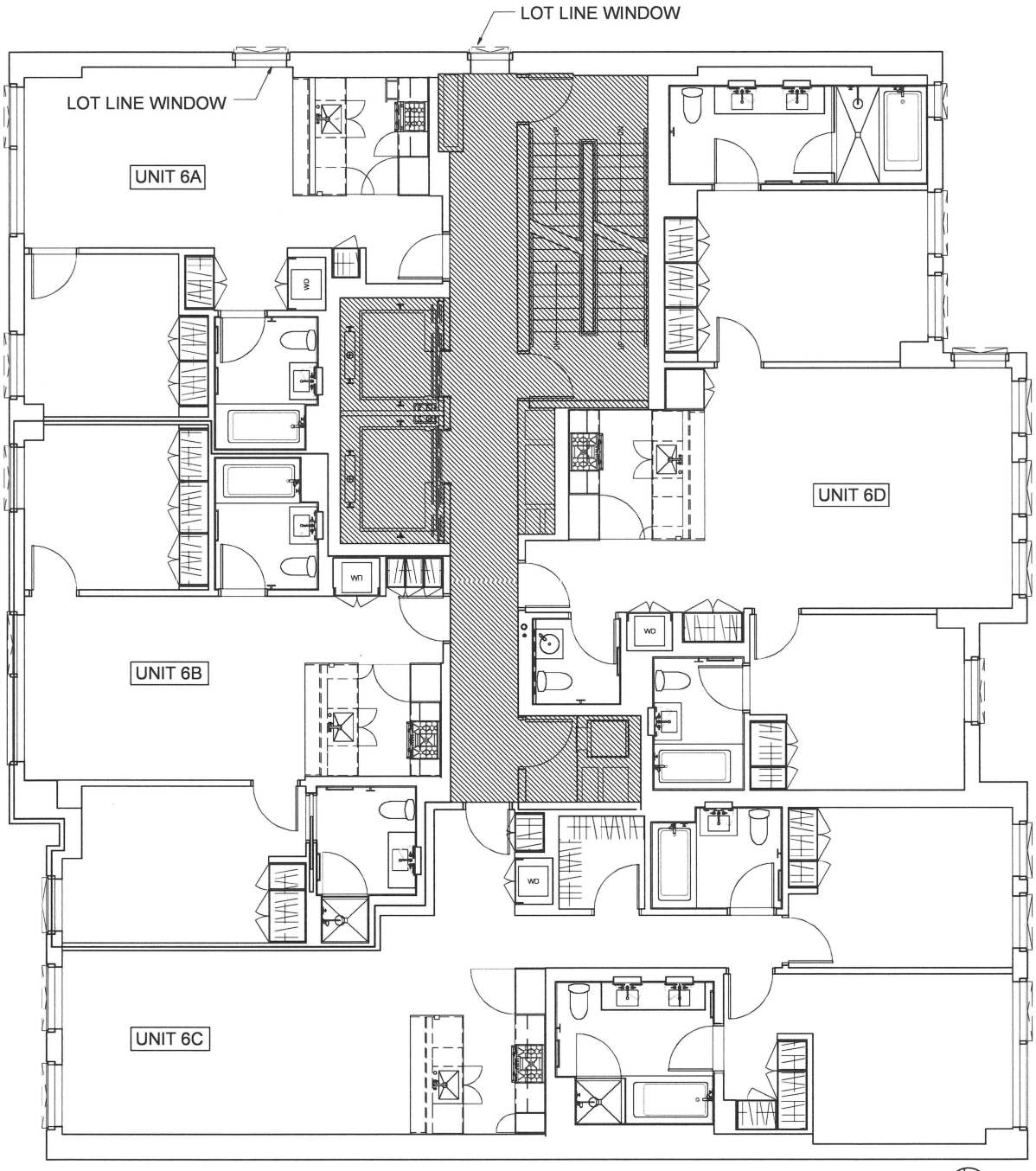
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



6TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

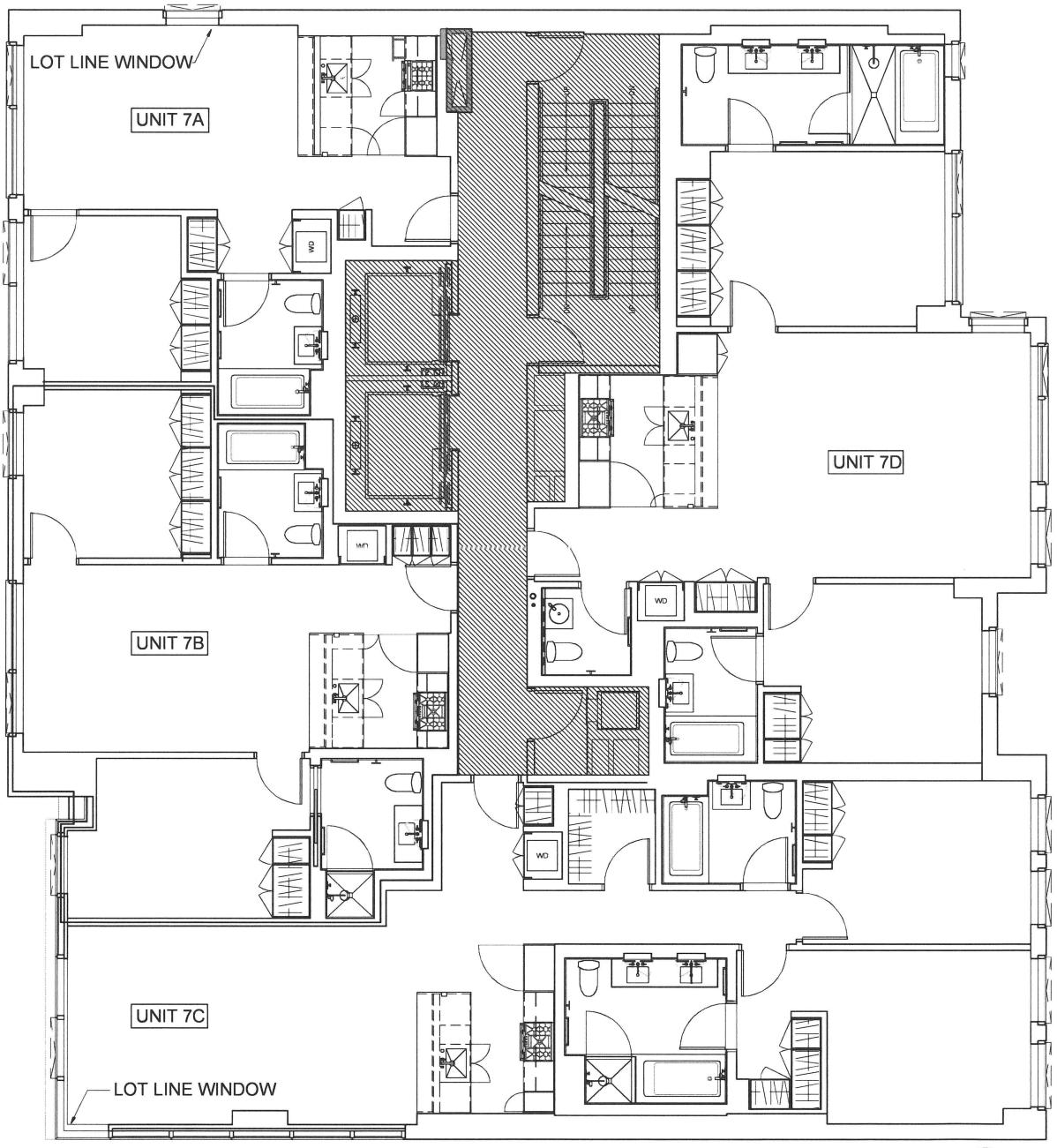
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



NEW YORK

7TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

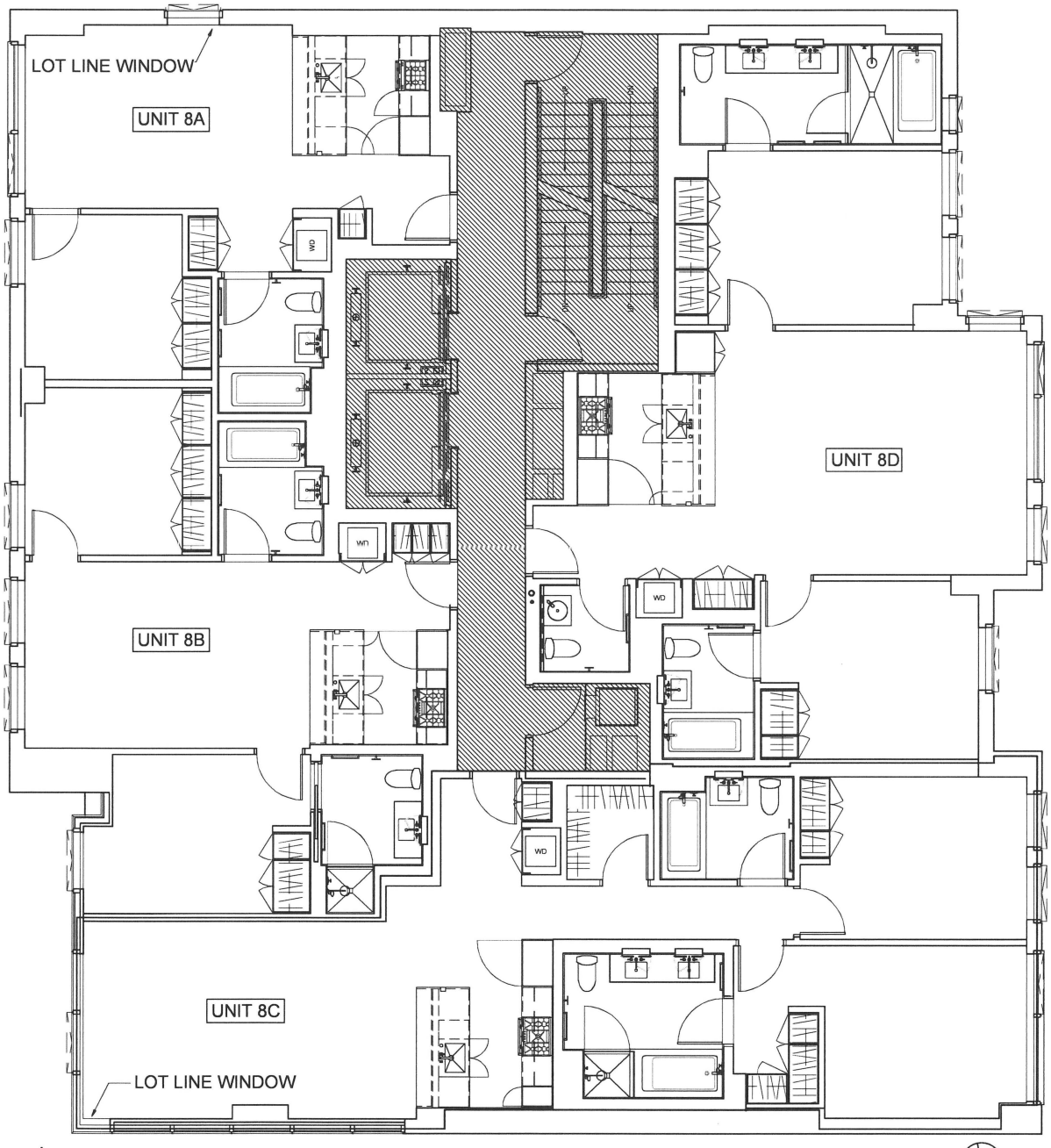
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



8TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

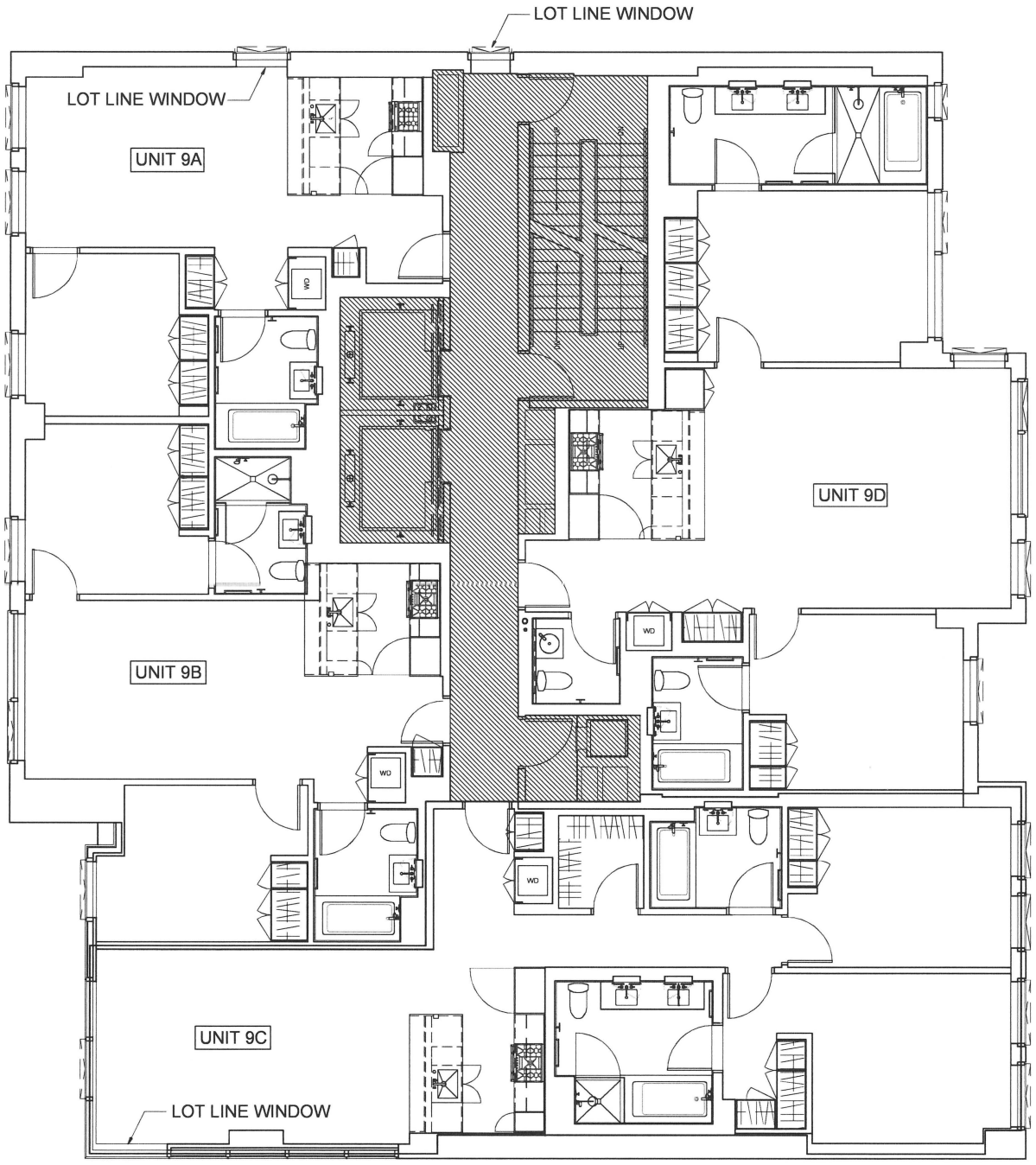
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



NEW YORK

9TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

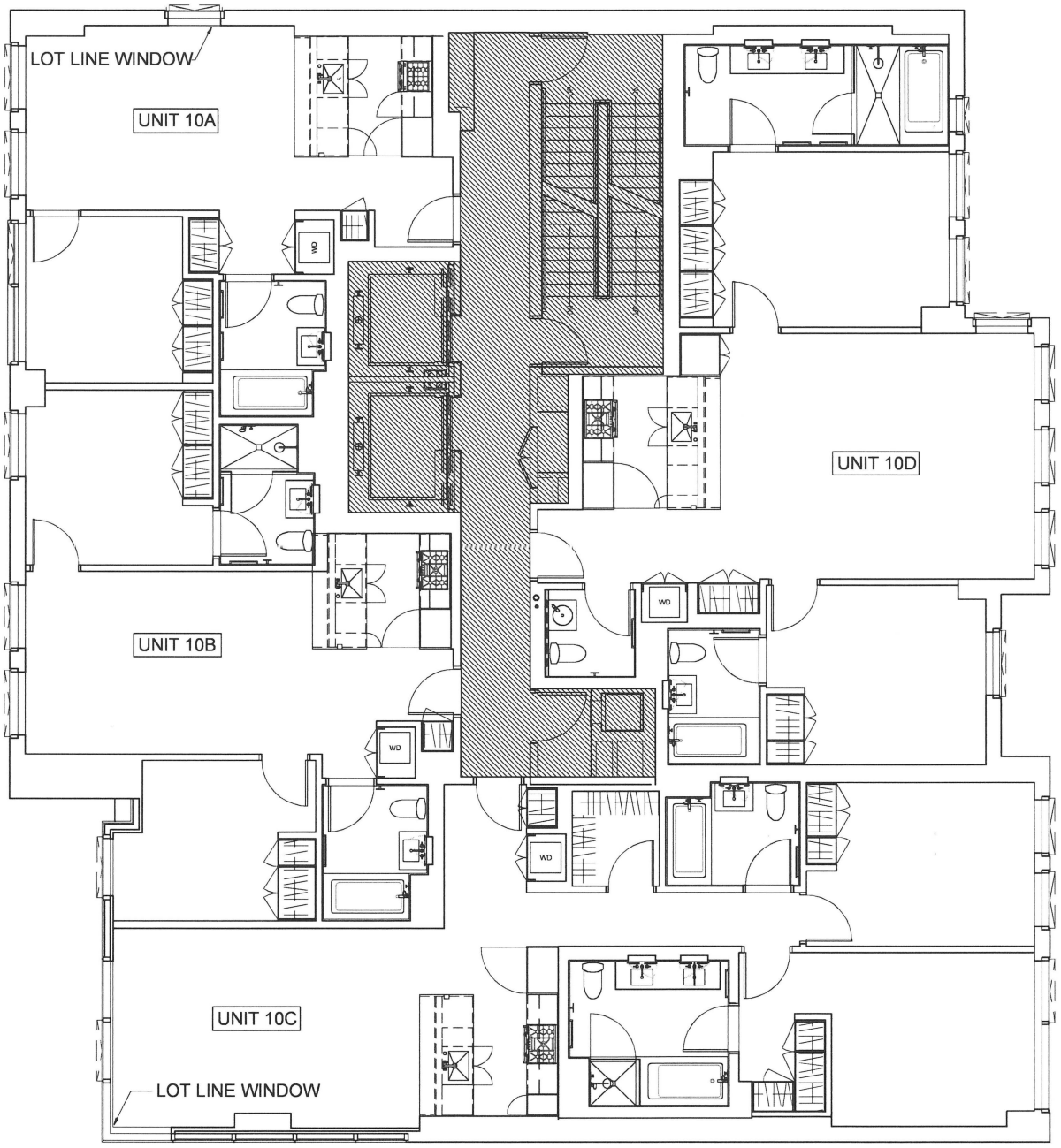
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



10TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

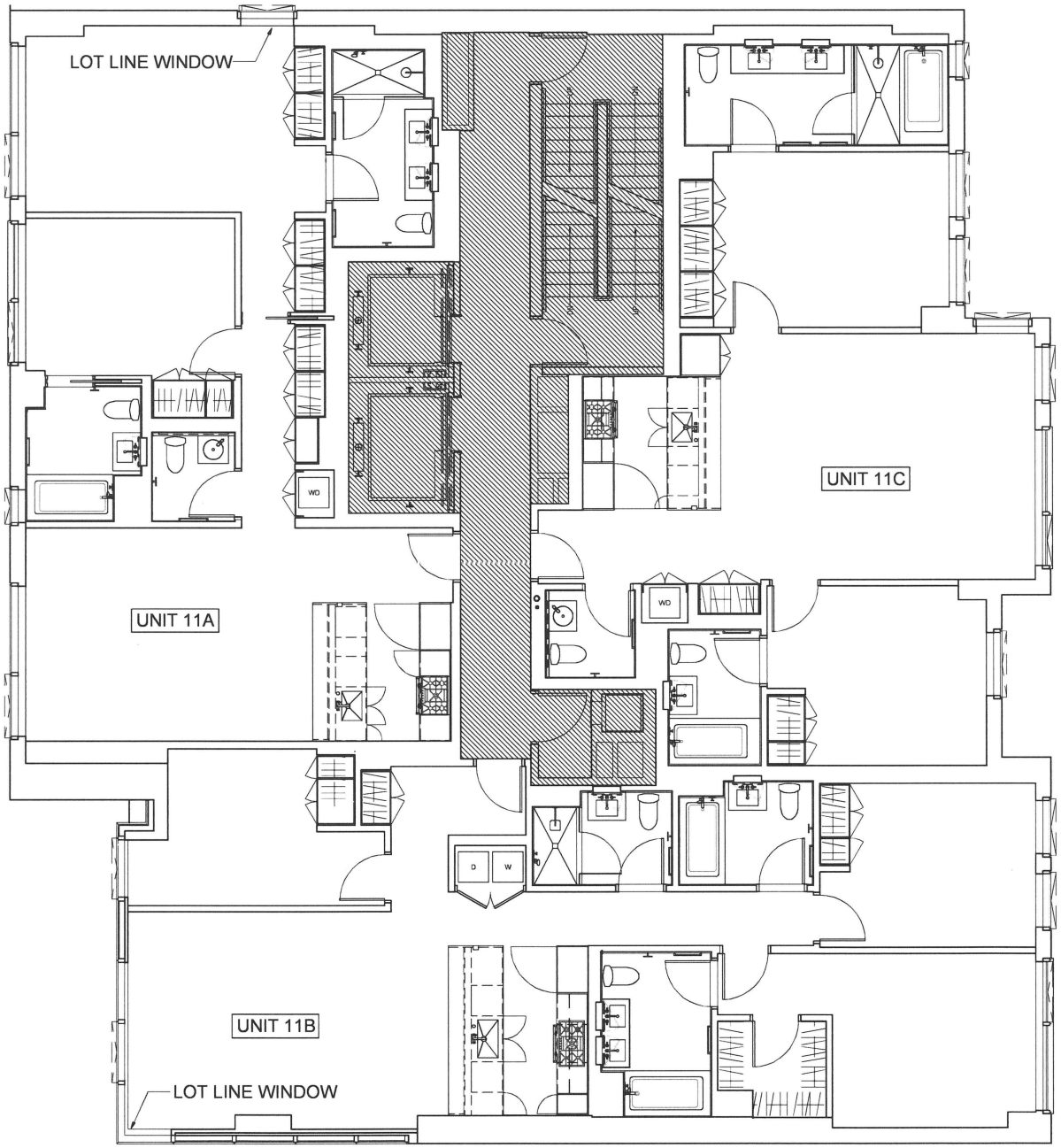
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



NEW YORK

11TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

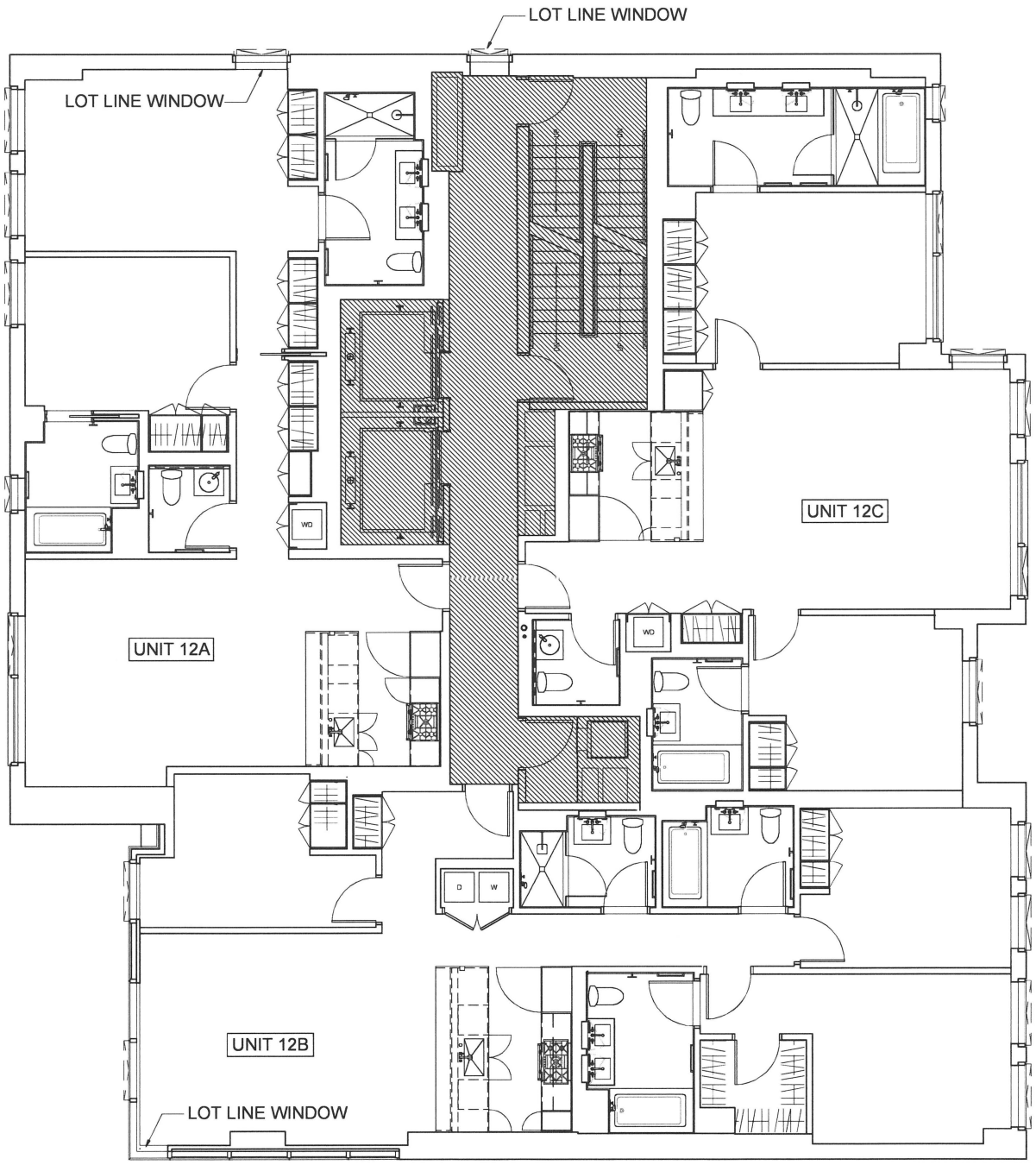
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



12TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

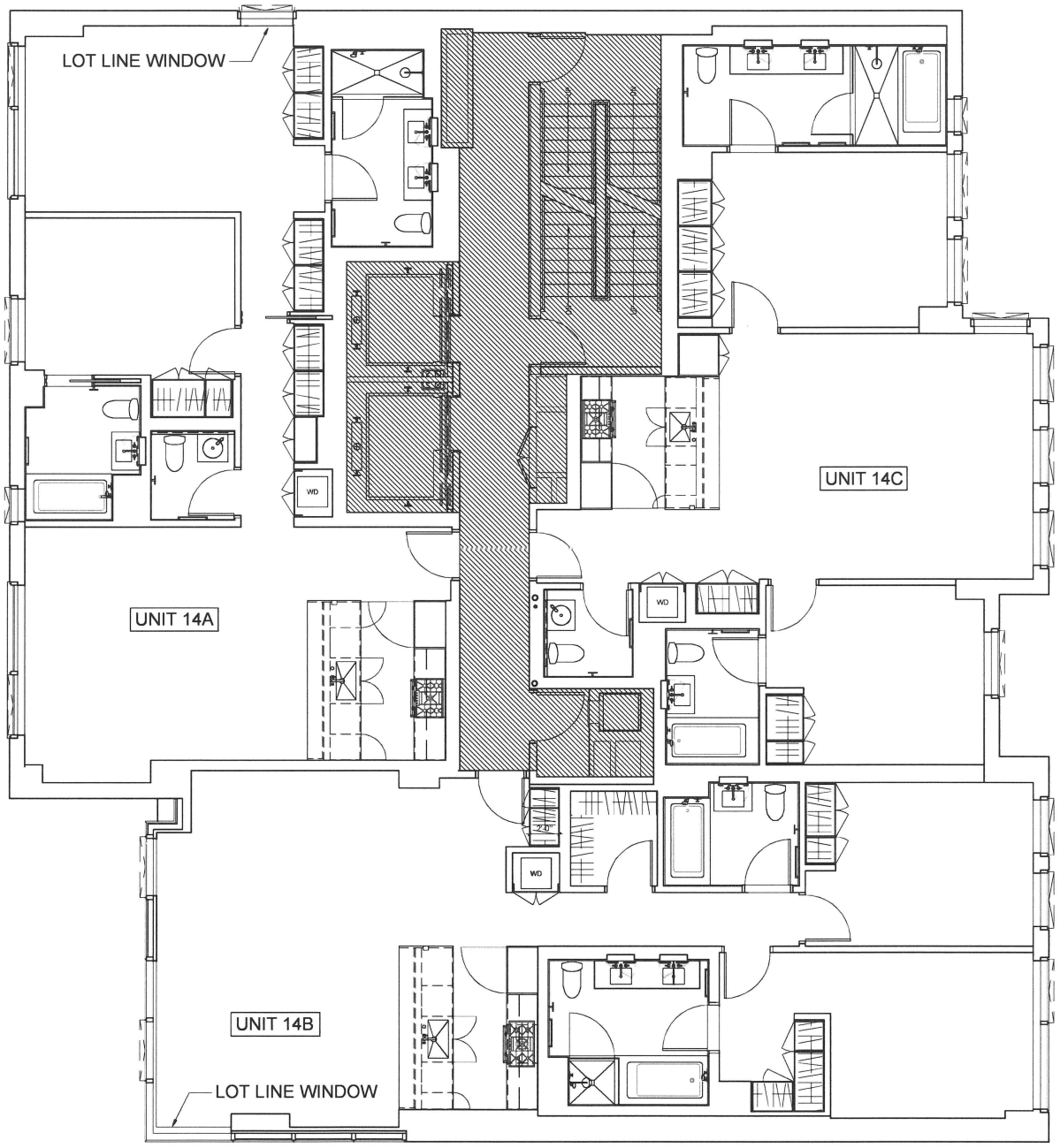
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



NEW YORK

14TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

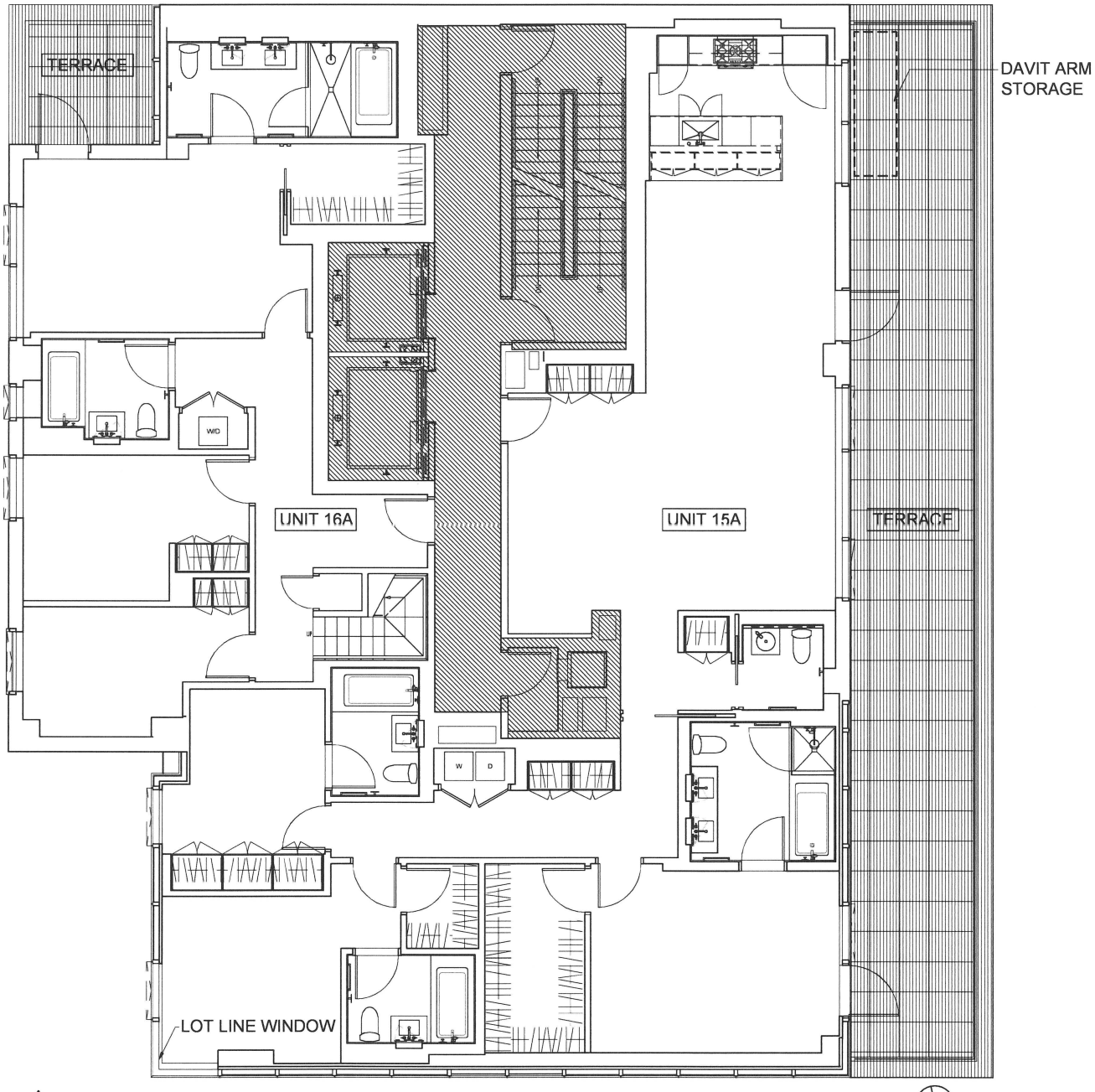
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



15TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

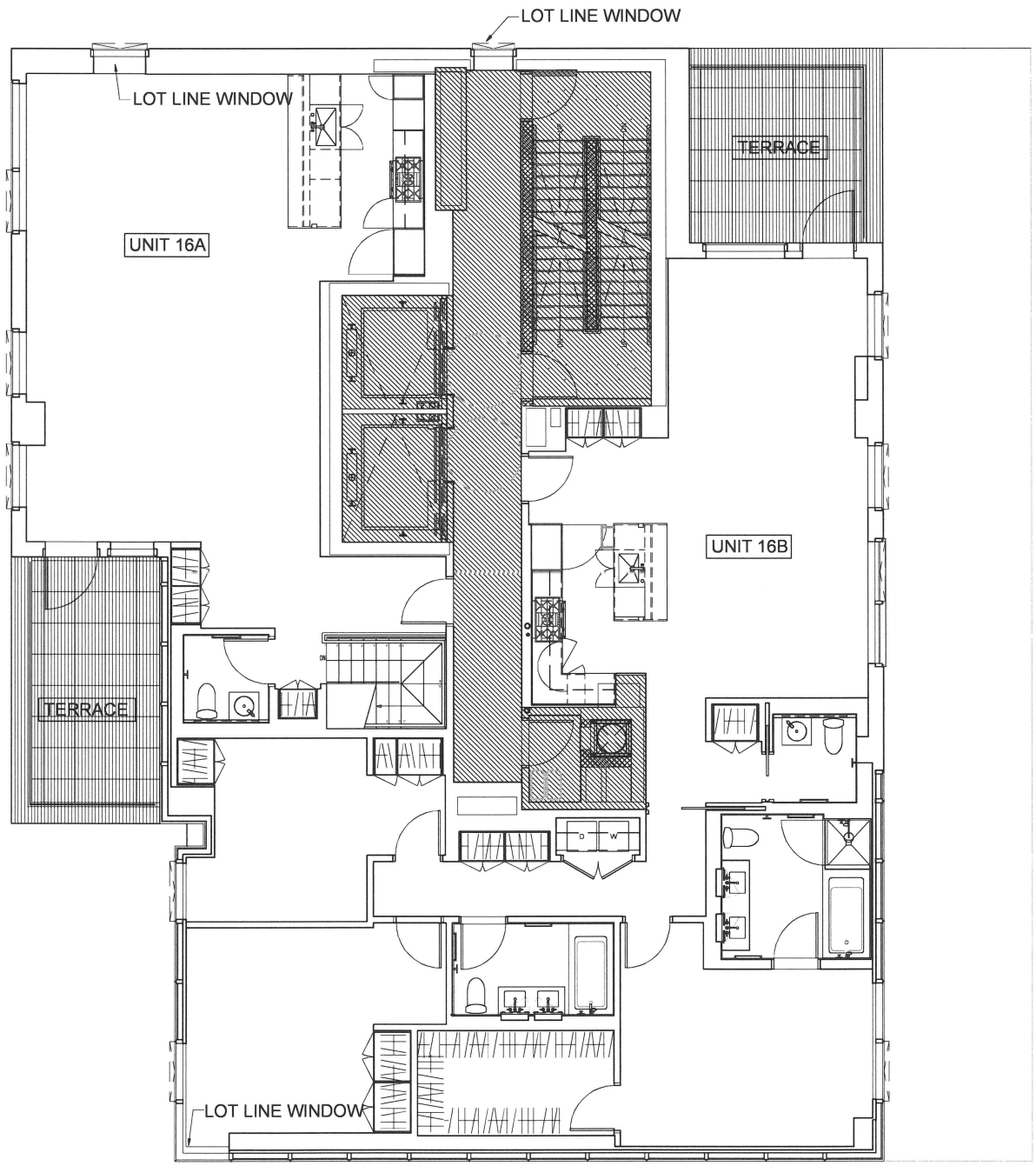
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



NEW YORK

16TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

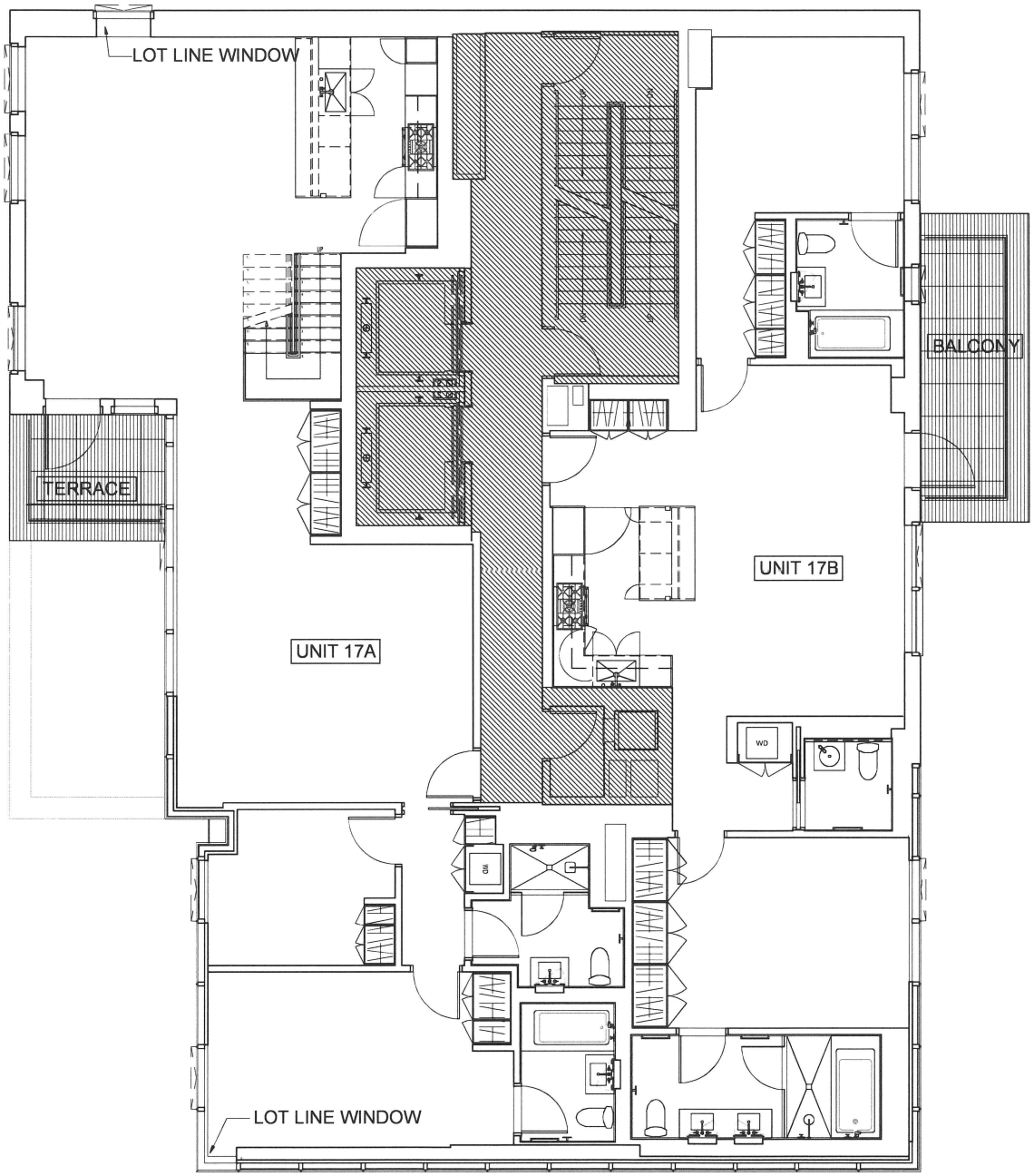
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



NEW YORK

2 8 FEET 16

17TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

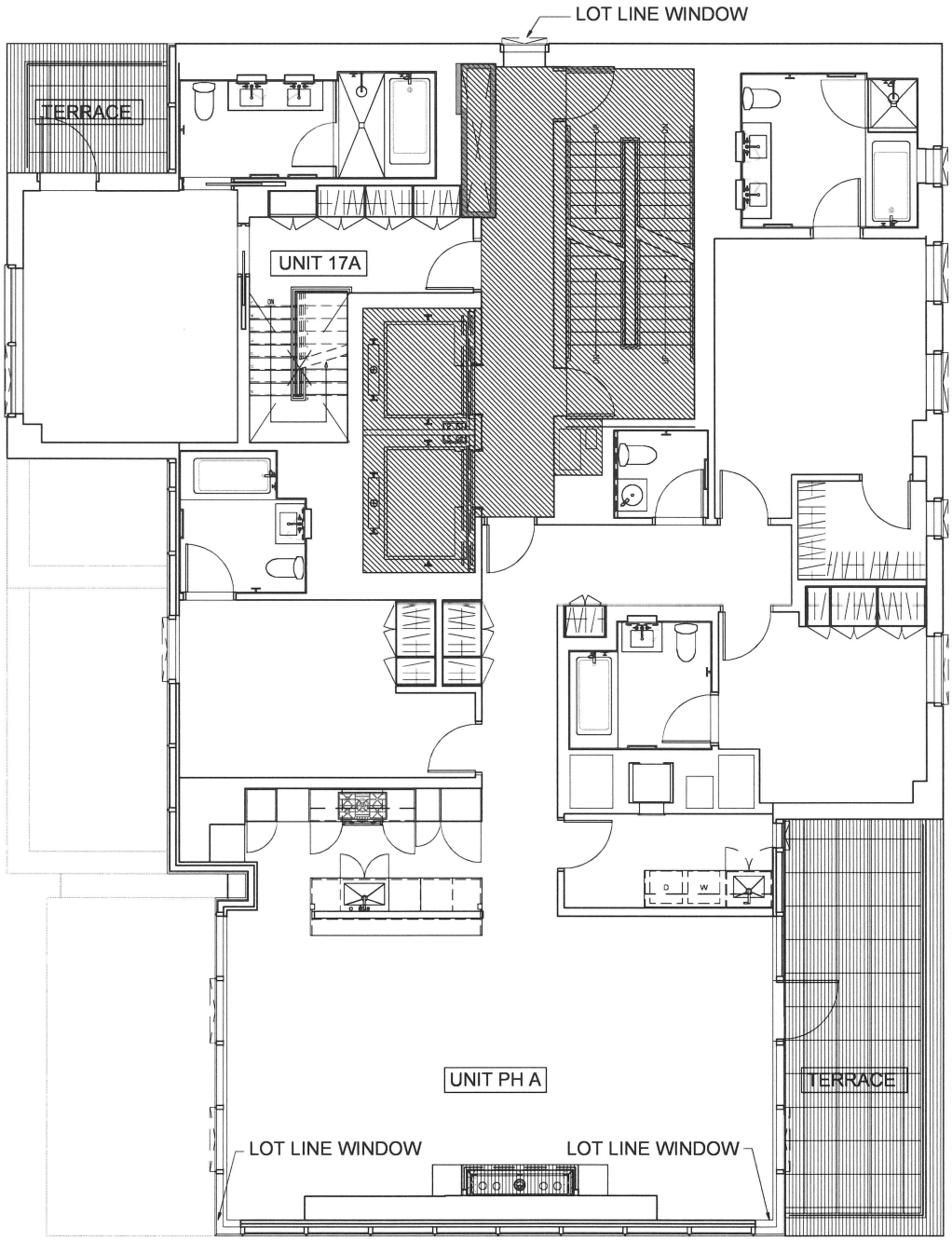
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



NEW YORK

2 8 FEET 16

18TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

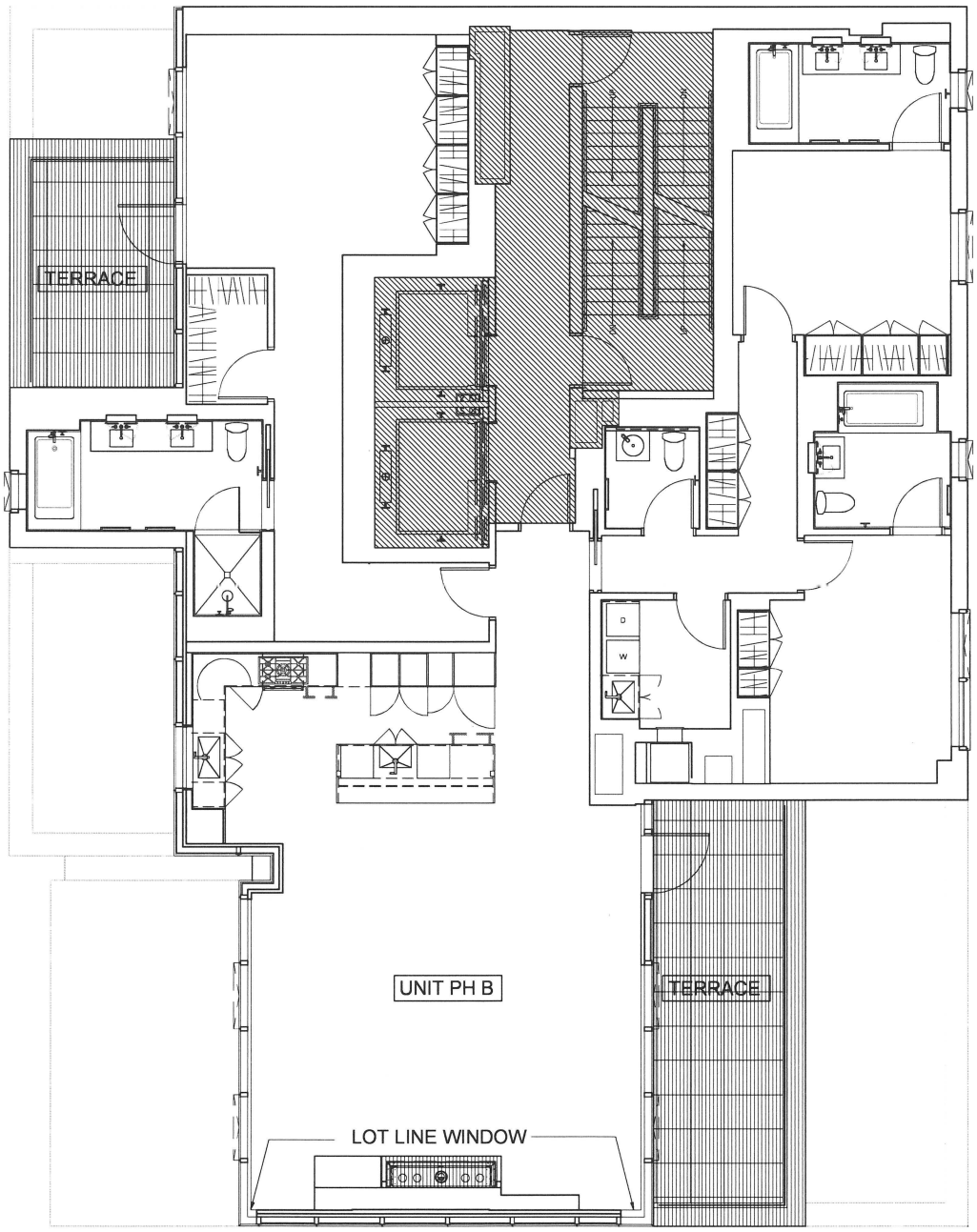
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



NEW YORK

2 8 FEET 16

19TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

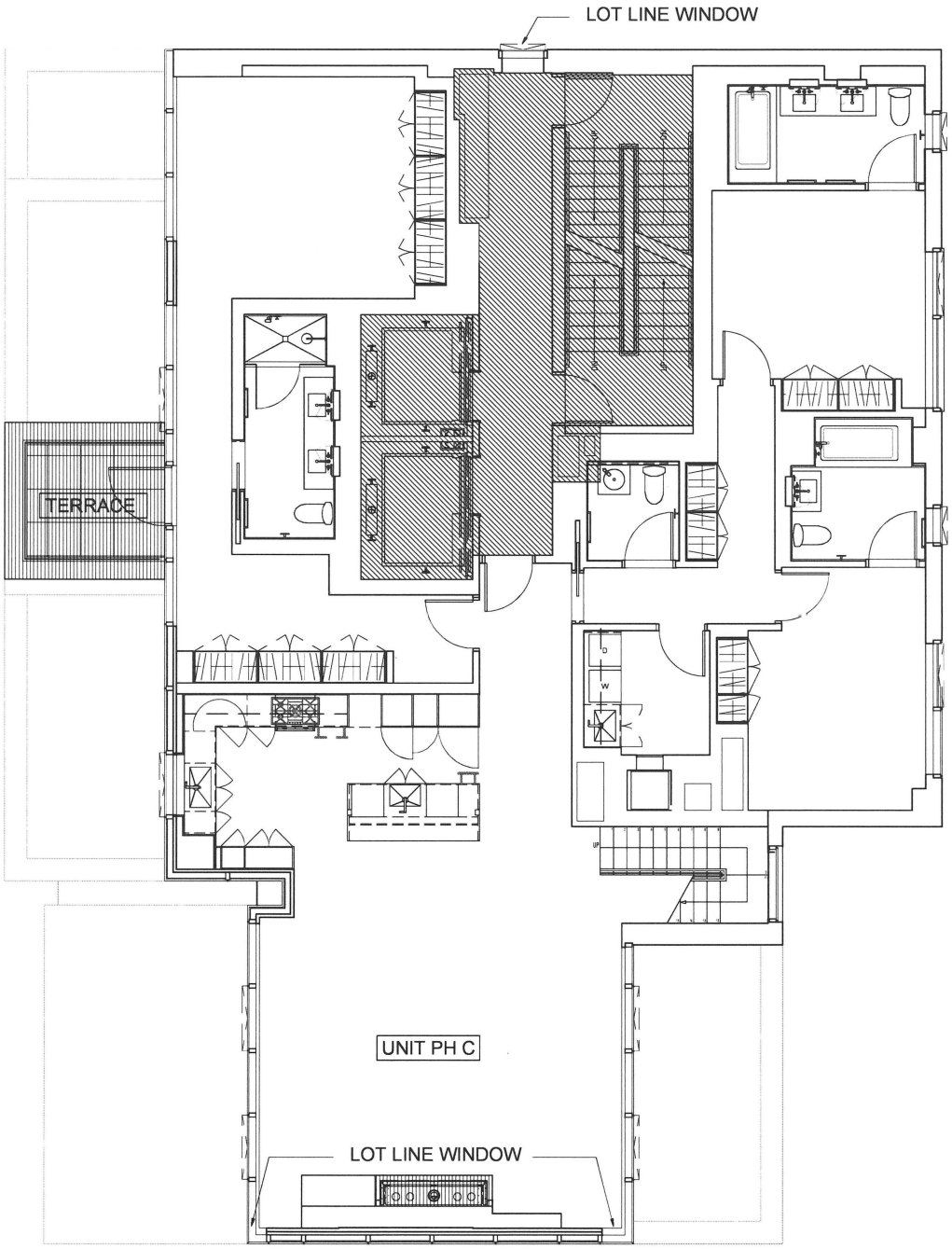
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT



NEW YORK

2 8 FEET 16

20TH FLOOR

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

RETAIL UNIT

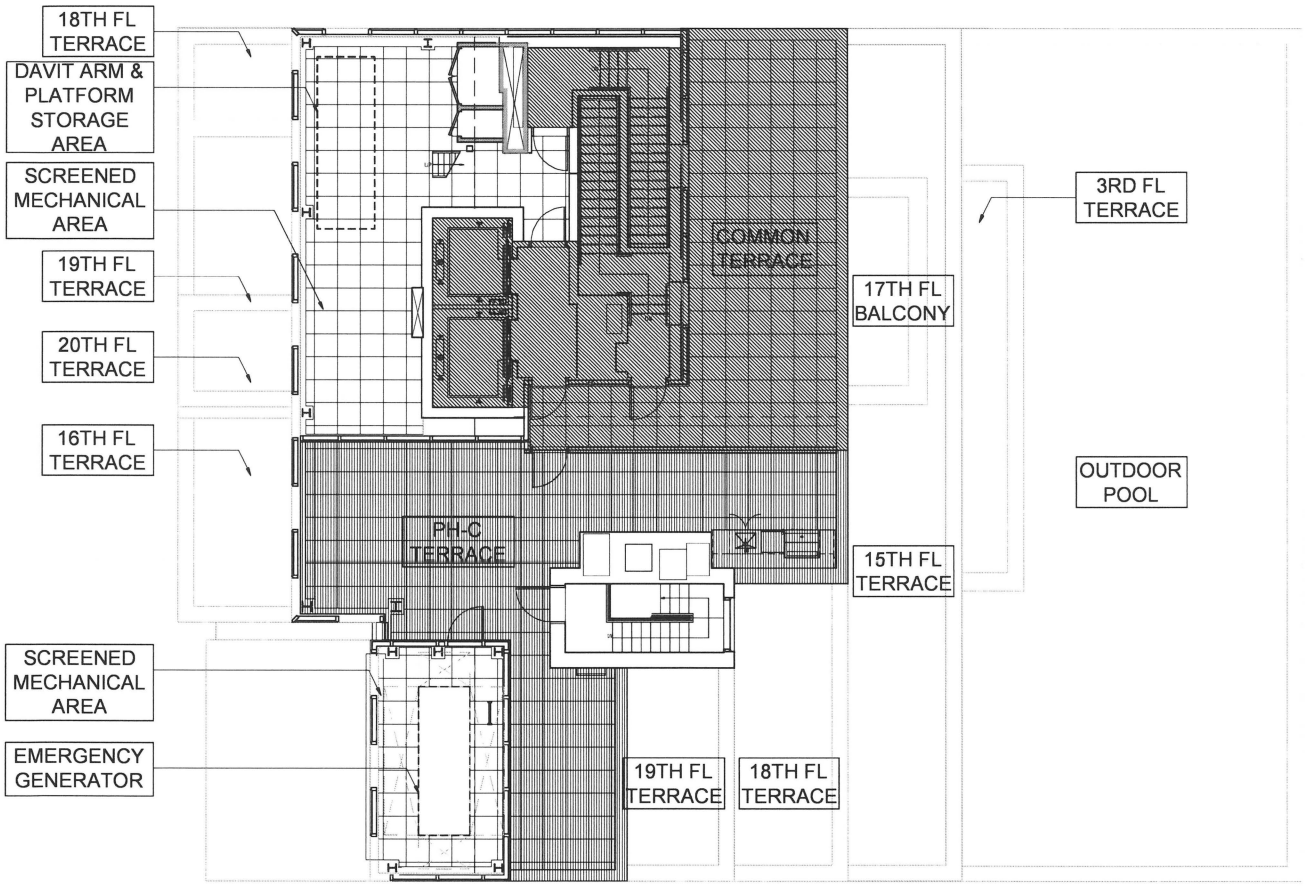
RESIDENTIAL UNIT

RESIDENTIAL LIMITED COMMON ELEMENT

COMMERCIAL LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

RESIDENTIAL UNIT LIMITED COMMON ELEMENT

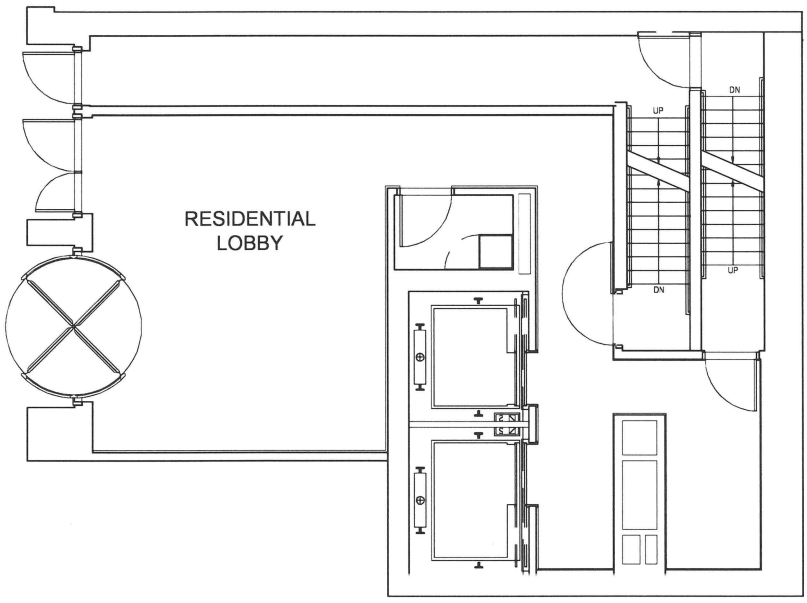


NEW YORK

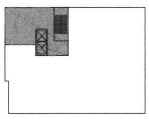
0 4 8 16 FEET 32

ROOF

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



RESIDENTIAL LOBBY
FLOOR 1
Approx. Area = 1,243 Sq. Ft.

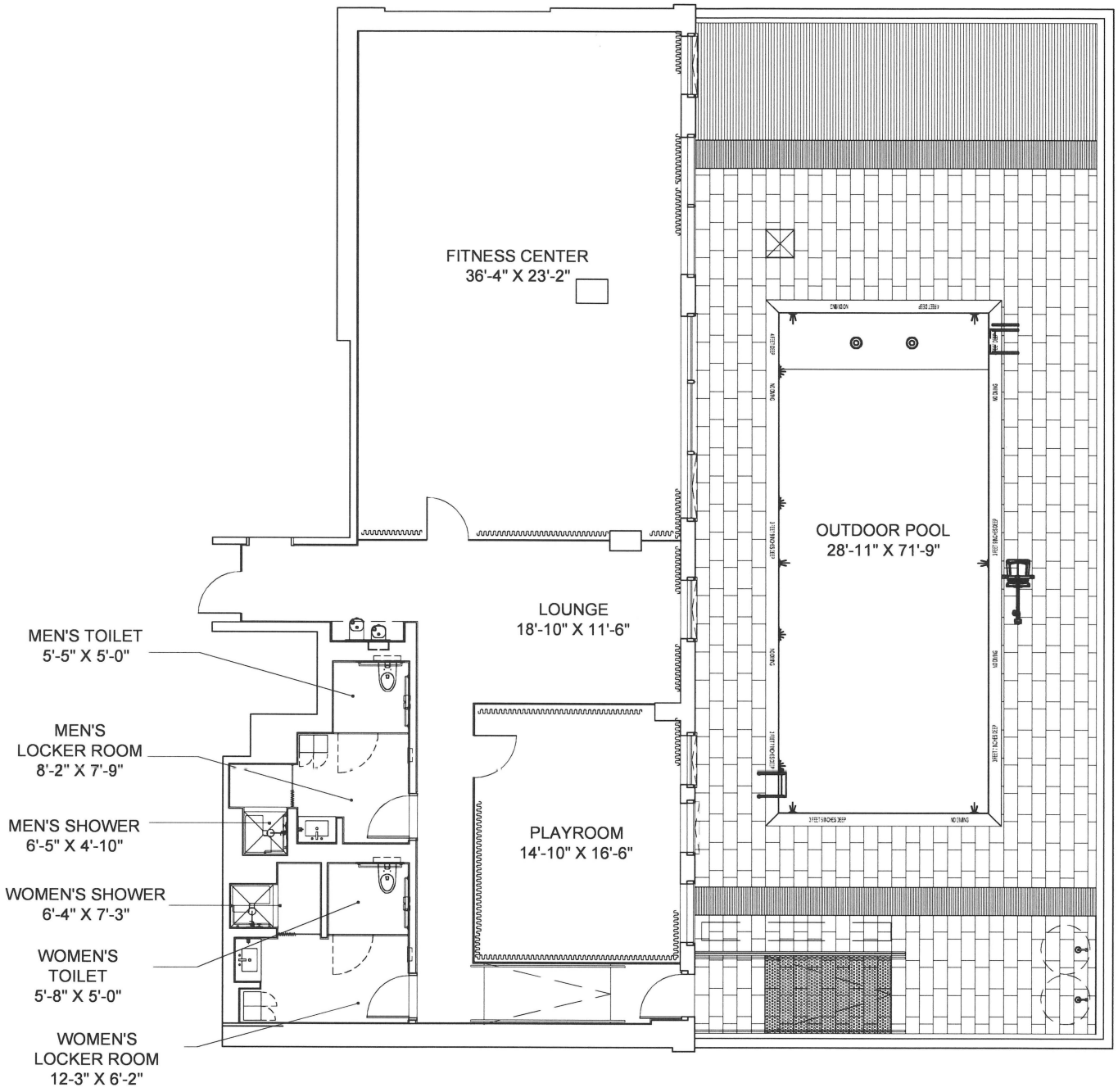


KEY PLAN

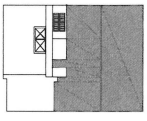
2 8 FEET 16

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Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



AMENITY
FLOOR 2
Approx. Area = 4,291 Sq. Ft.

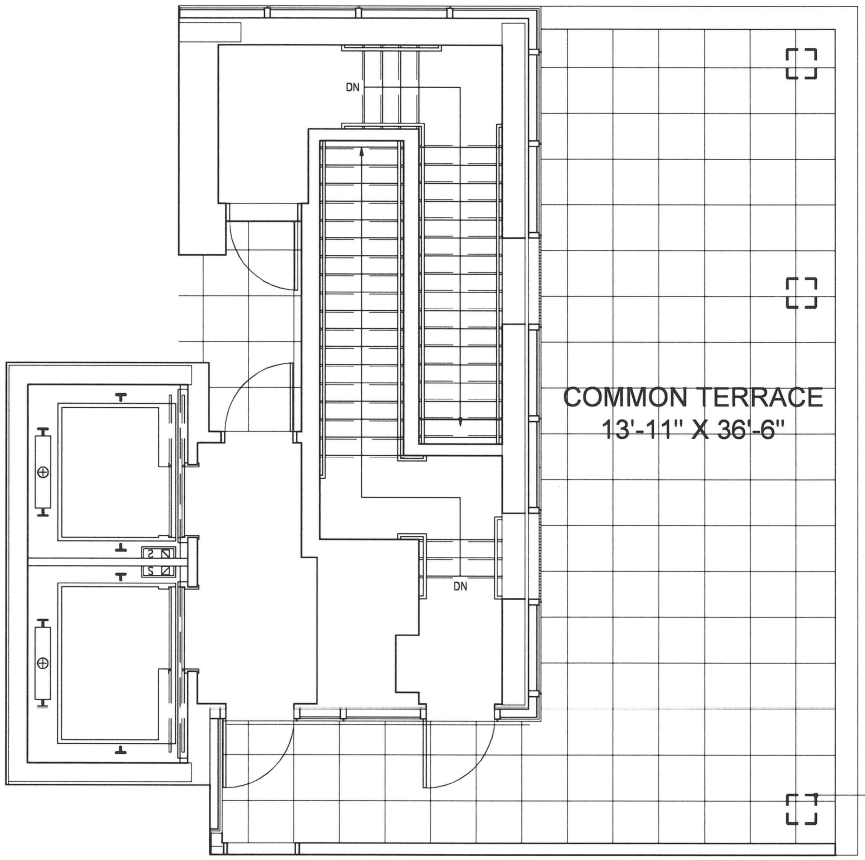


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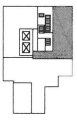


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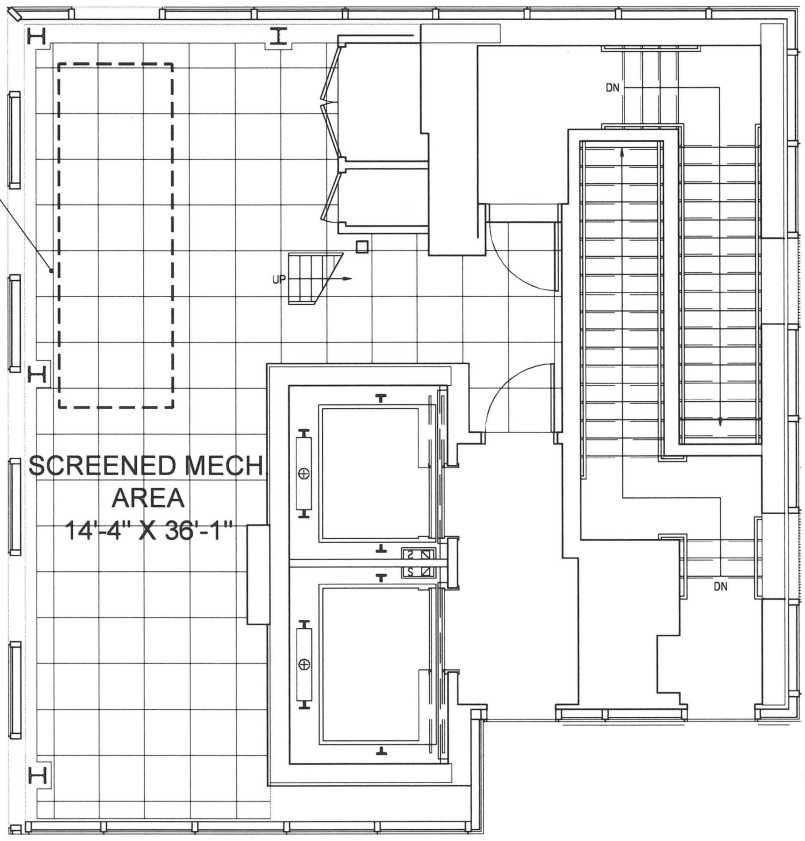
COMMON ROOF TERRACE
Approx. Area = 559 Sq. Ft.

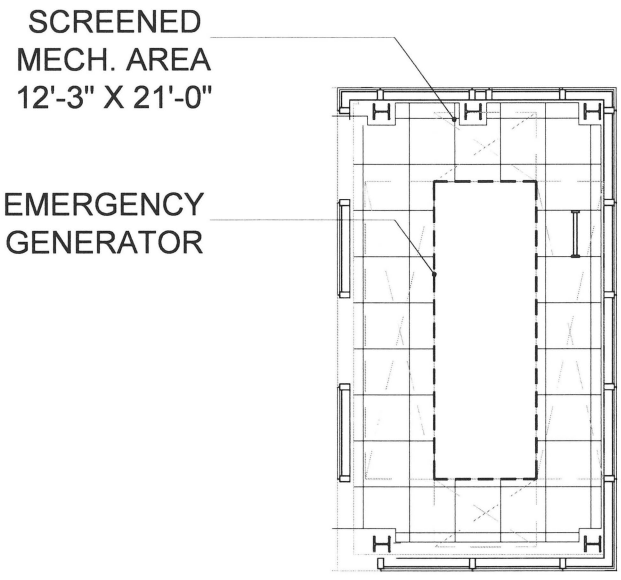

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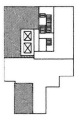
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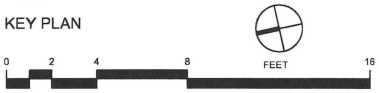
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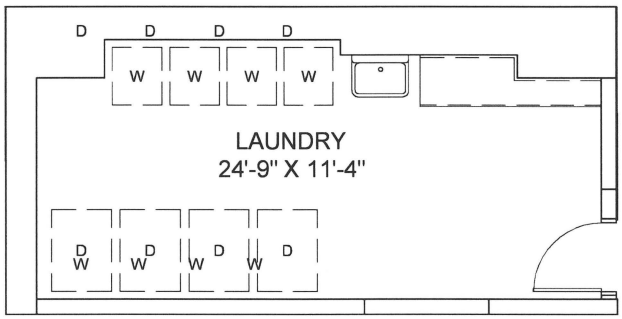
ROOF MECH. AREA
Approx. Area = 867 Sq. Ft.



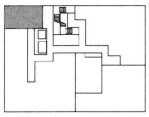


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LAUNDARY
CELLAR
Approx. Area = 351 Sq. Ft.

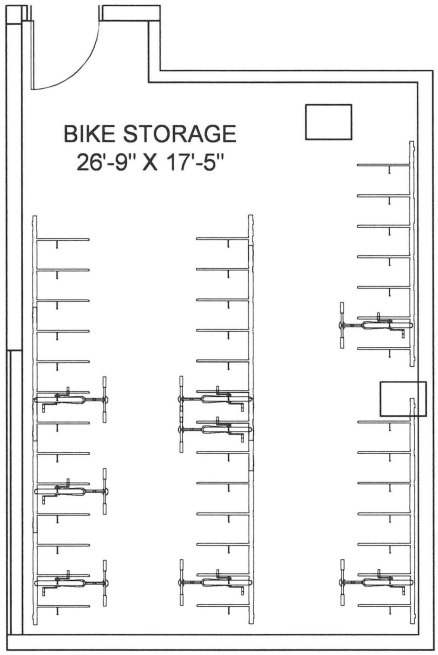


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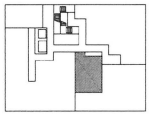
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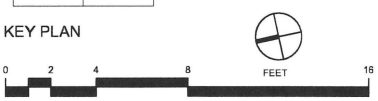
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BIKE STORAGE
CELLAR
Approx. Area = 502 Sq. Ft.
Total: 40 Bicycles

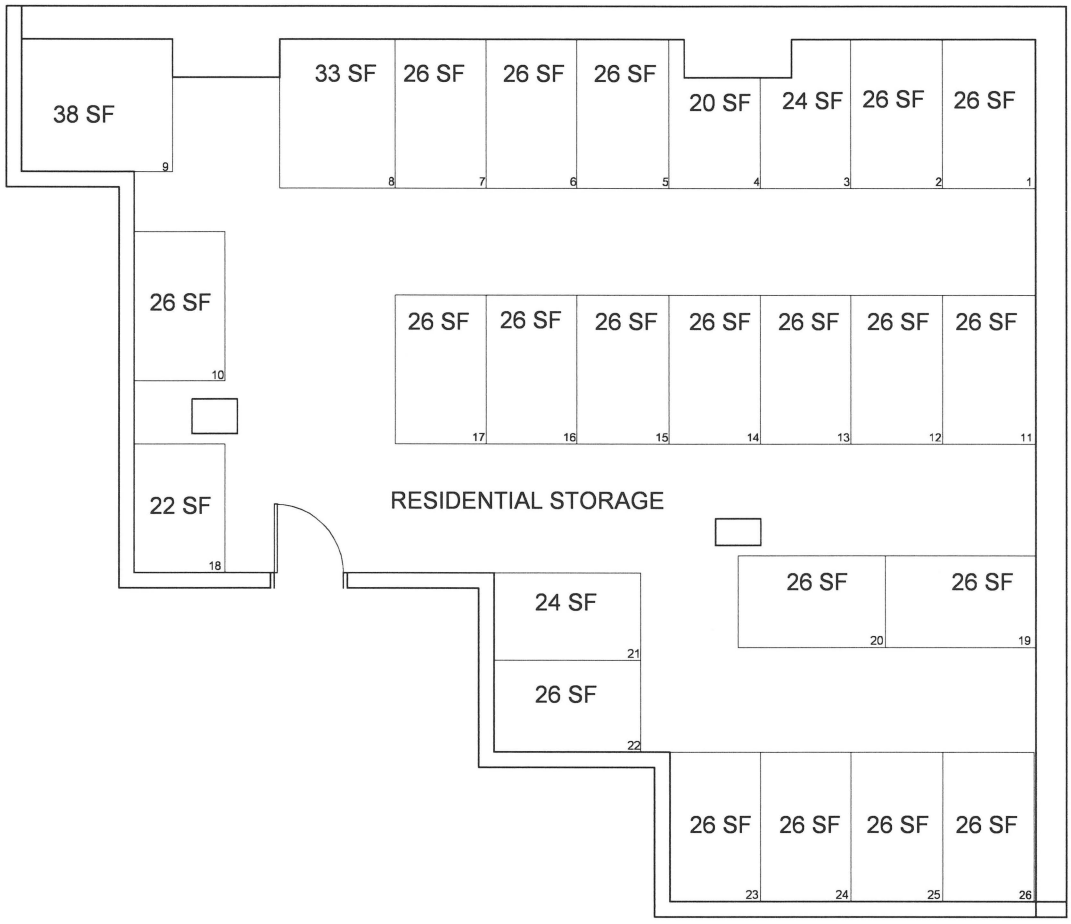


KEY PLAN



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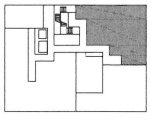
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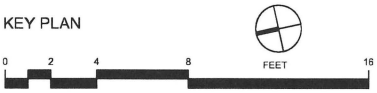
RESIDENTIAL STORAGE CELLAR

Approx. Area = 1,383 Sq. Ft.

Total: 26 Storage Rooms

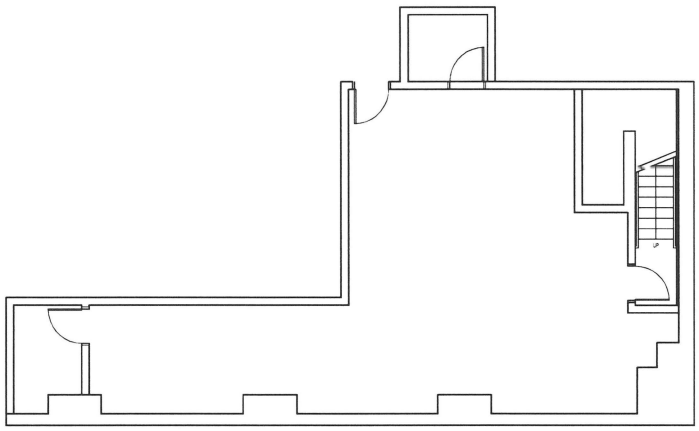


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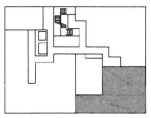


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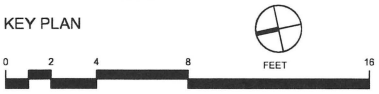
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RETAIL SPACE (LOWER LVL)
CELLAR
Approx. Area = 7,210 Sq. Ft.

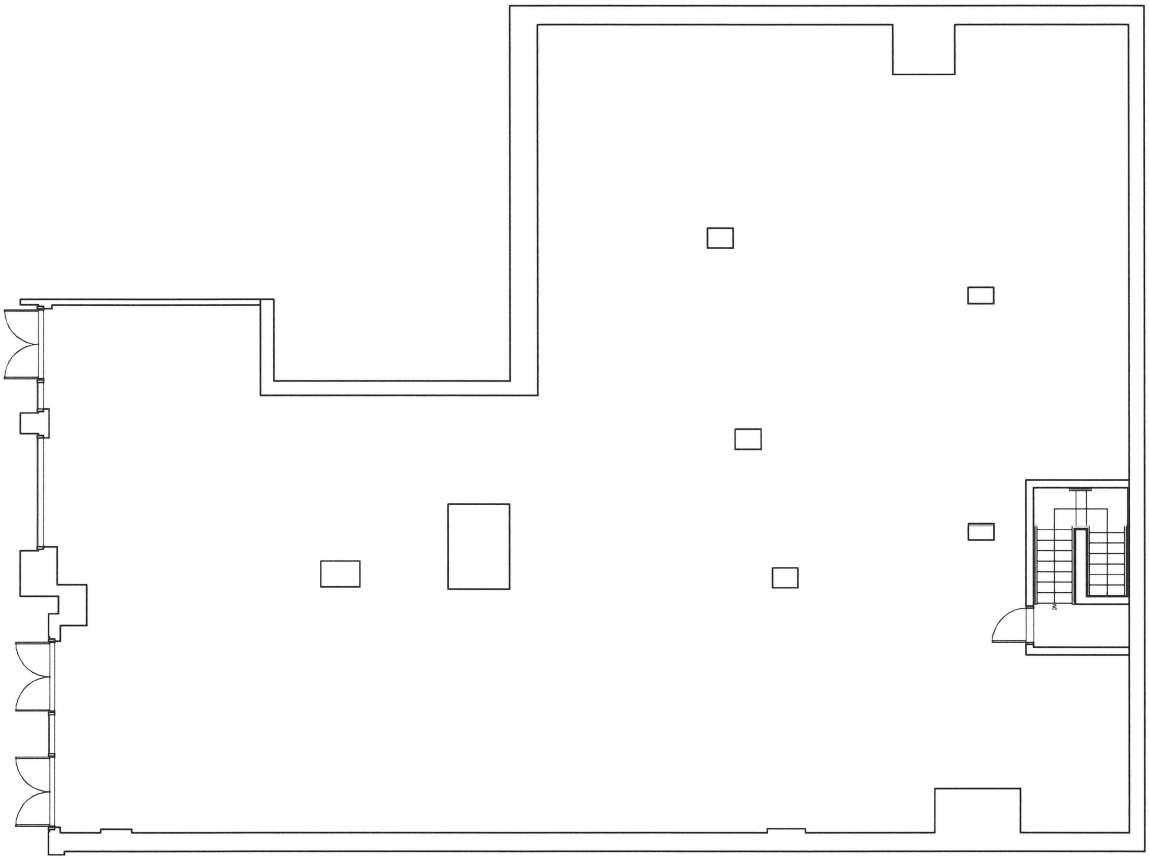


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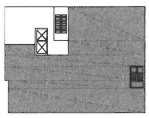


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RETAIL SPACE (UPPER LVL)
FLOOR 1
Approx. Area = 7,210 Sq. Ft.

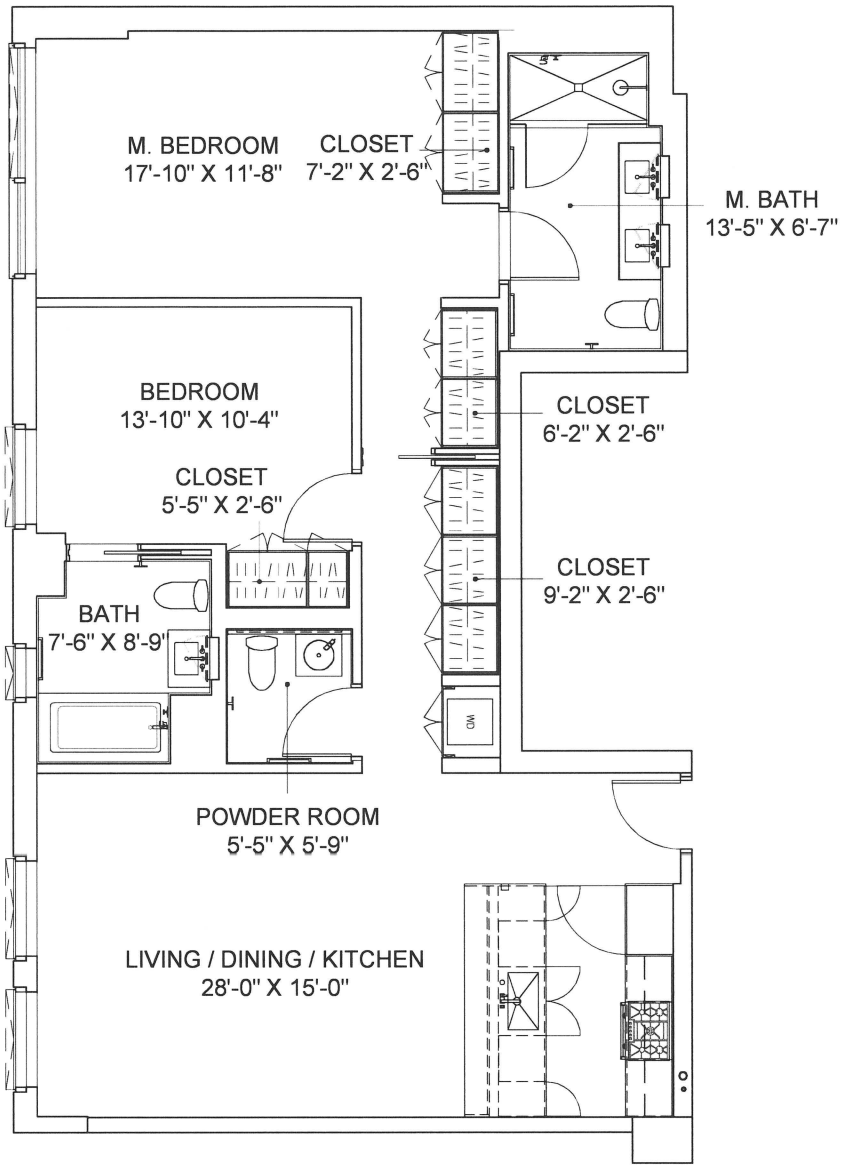


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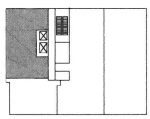


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RESIDENCE 2A
FLOOR 2
2 Bedroom, 2.5 Bath
Approx. Area = 1,342 Sq. Ft.

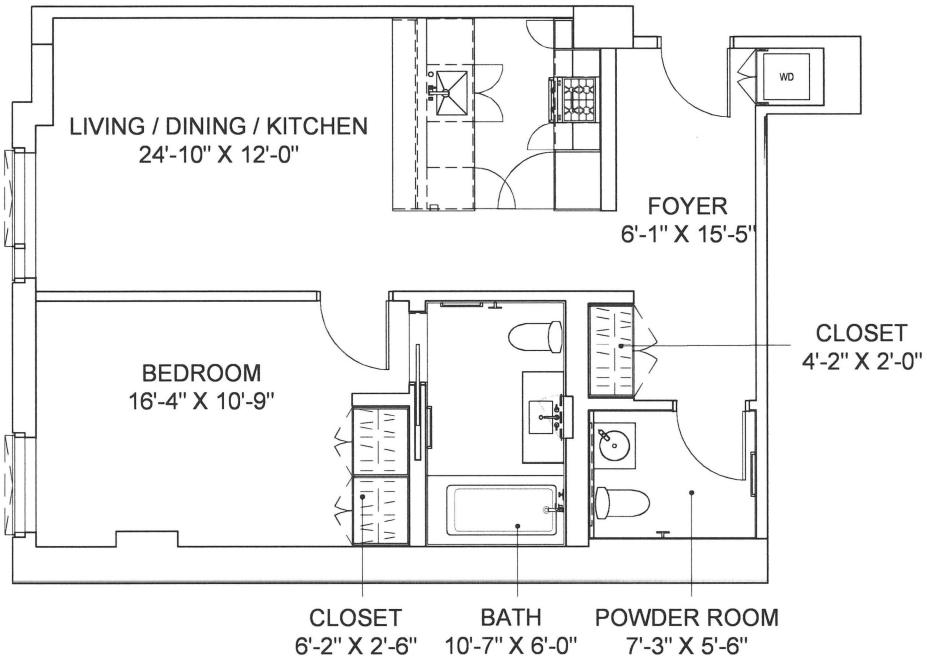


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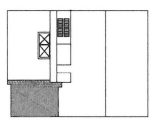


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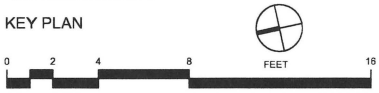
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RESIDENCE 2B
FLOOR 2
1 Bedroom, 1.5 Bath
Approx. Area = 820 Sq. Ft.

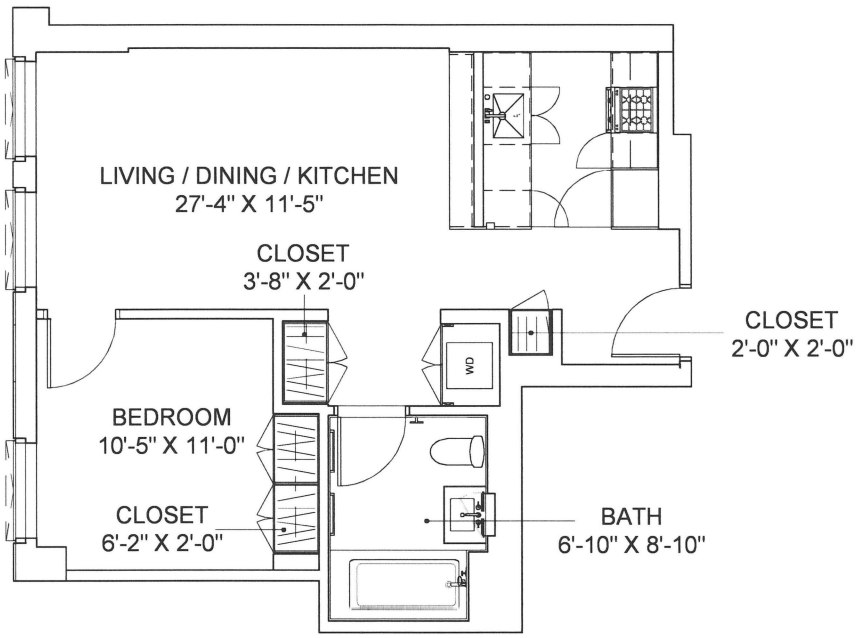


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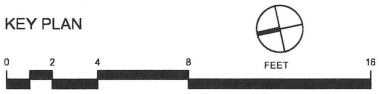
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RESIDENCE 3A
FLOOR 3
1 Bedroom, 1 Bath
Approx. Area = 692 Sq. Ft.

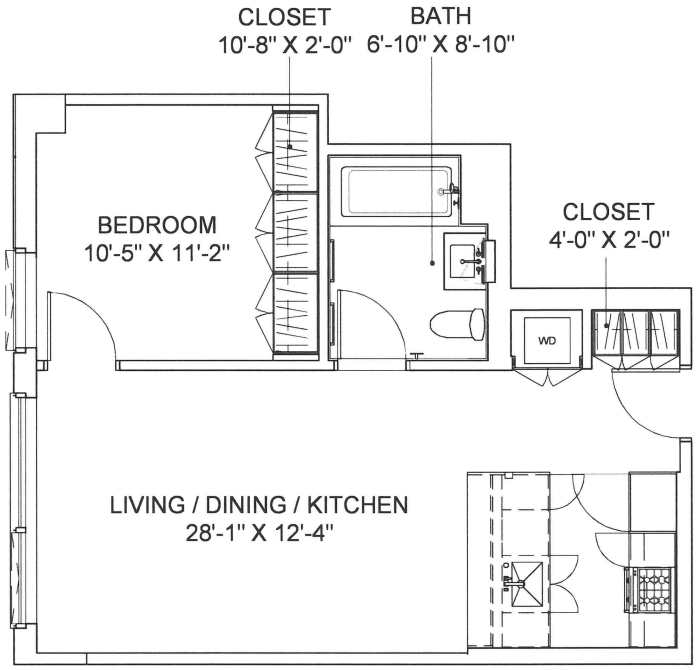


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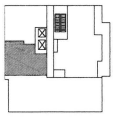


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RESIDENCE 3B
FLOOR 3
1 Bedroom, 1 Bath
Approx. Area = 646 Sq. Ft.

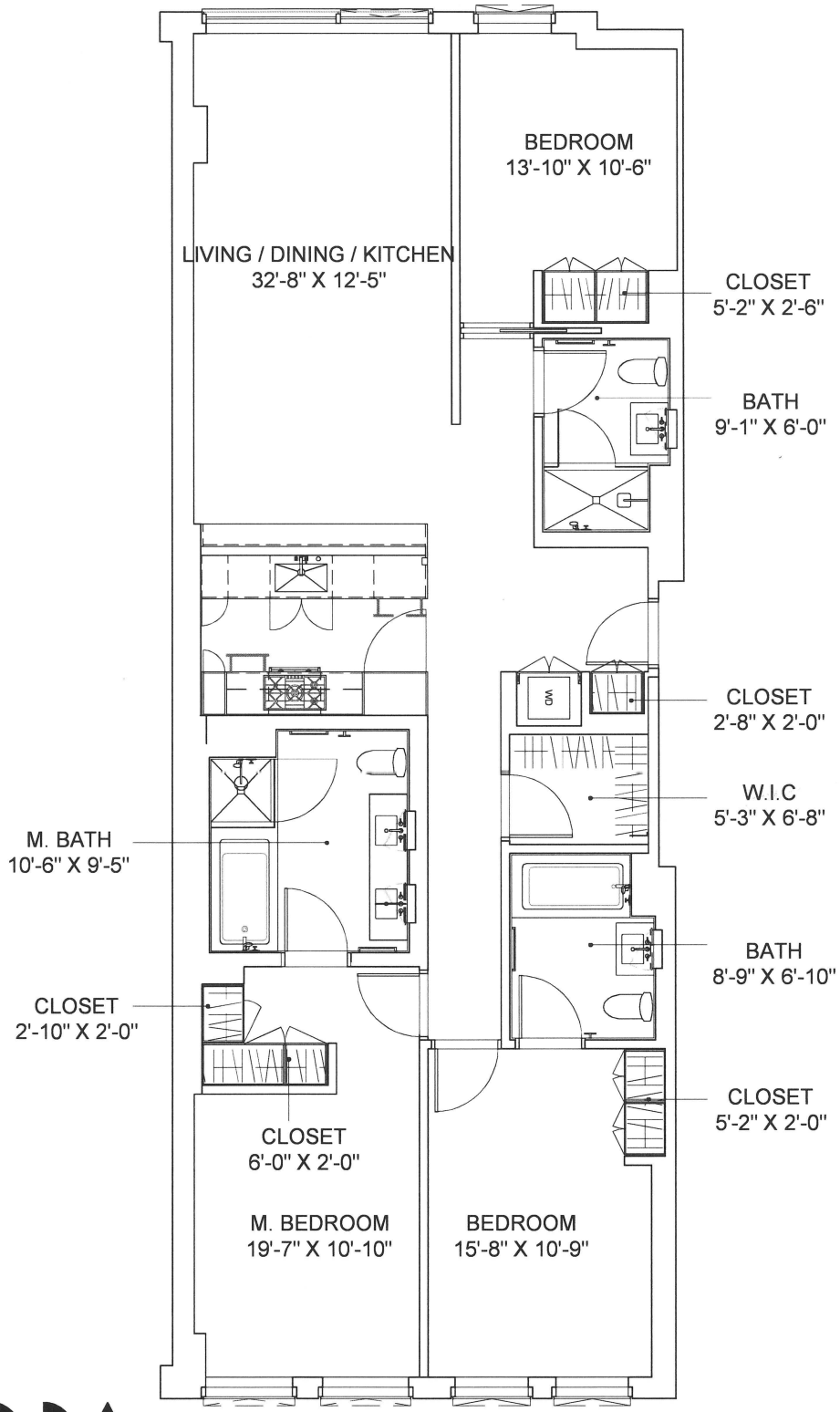


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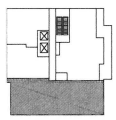


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RESIDENCE 3C
FLOOR 3
3 Bedroom, 3 Bath
Approx. Area = 1,619 Sq. Ft.

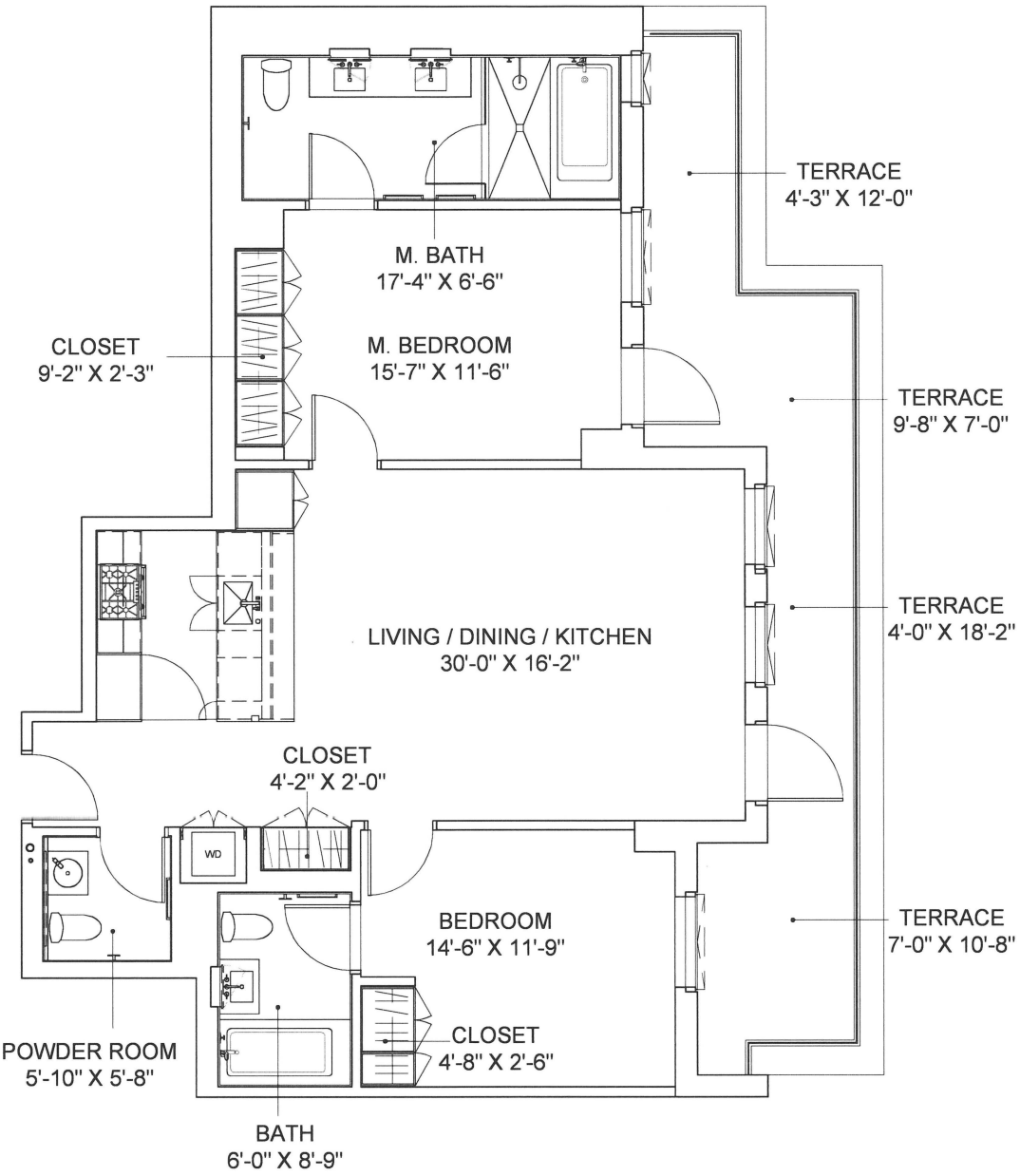


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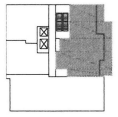
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RESIDENCE 3D
FLOOR 3

2 Bedroom, 2.5 Bath
Approx. Area = 1,302 Sq. Ft.
Outdoor Area = 350 Sq. Ft.

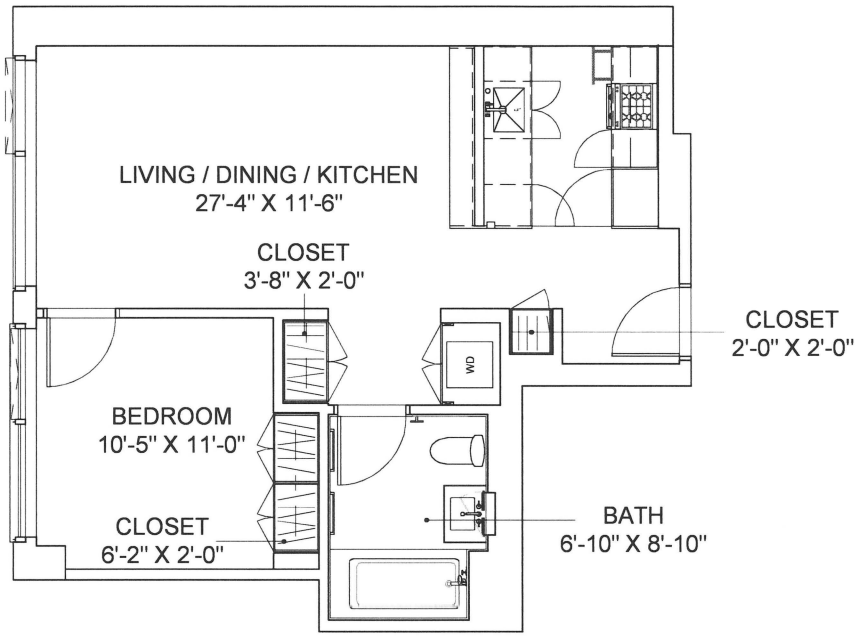


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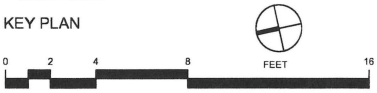
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RESIDENCE 4A
FLOOR 4
1 Bedroom, 1 Bath
Approx. Area = 702 Sq. Ft.

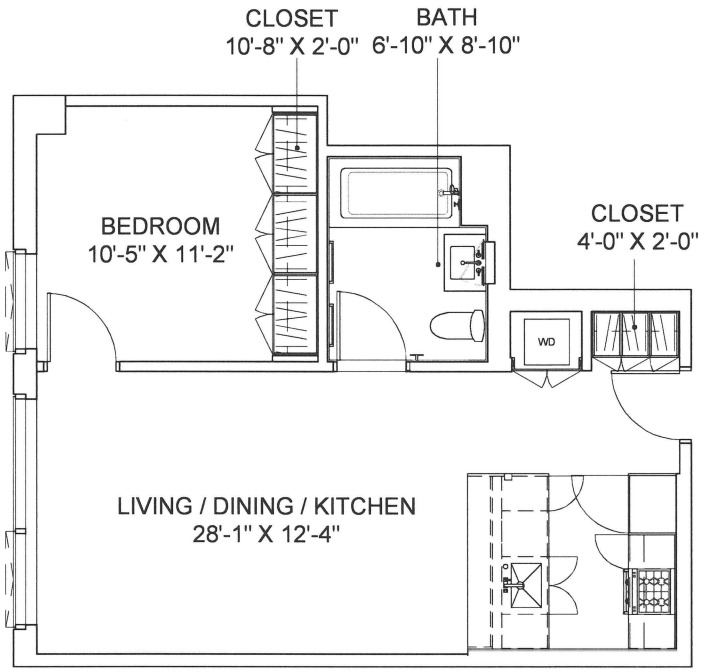


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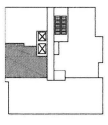


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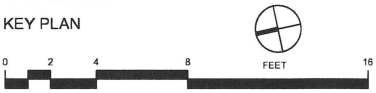
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RESIDENCE 4B
FLOOR 4
1 Bedroom, 1 Bath
Approx. Area = 646 Sq. Ft.

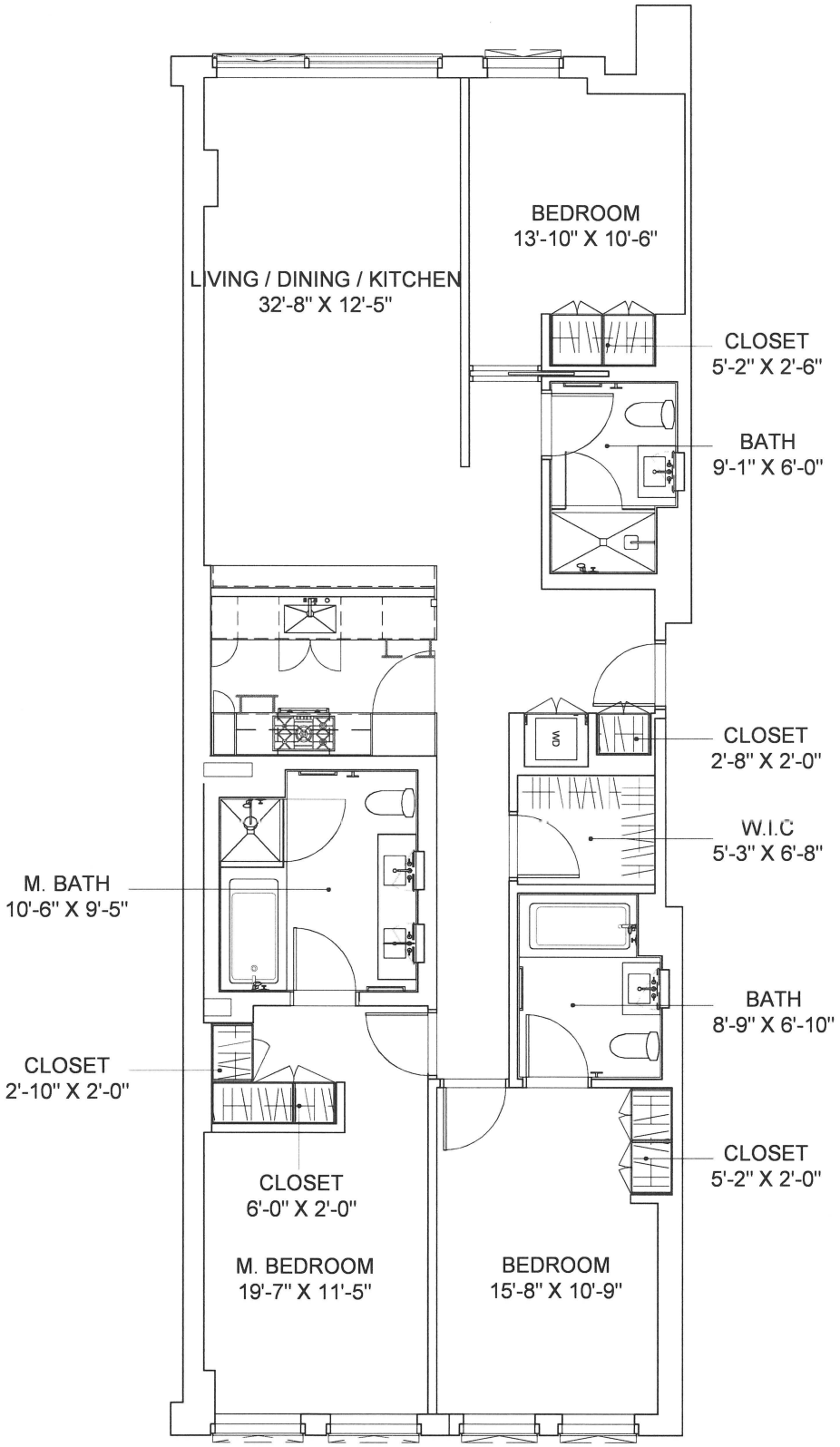


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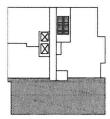


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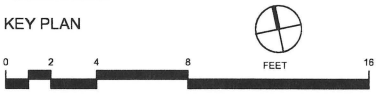
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RESIDENCE 4C
FLOOR 4
3 Bedroom, 3 Bath
Approx. Area = 1,619 Sq. Ft.

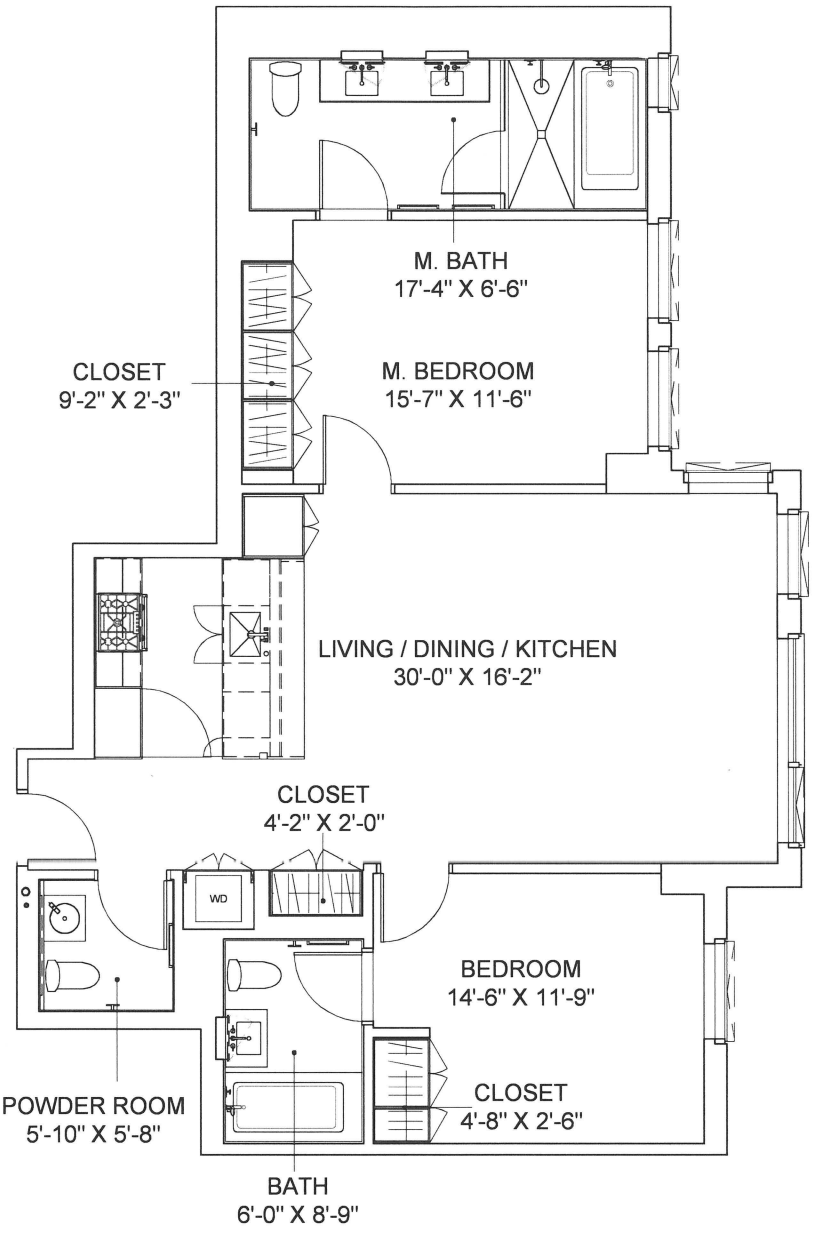


KEY PLAN



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Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



RESIDENCE 4D
FLOOR 4
2 Bedroom, 2.5 Bath
Approx. Area = 1,302 Sq. Ft.

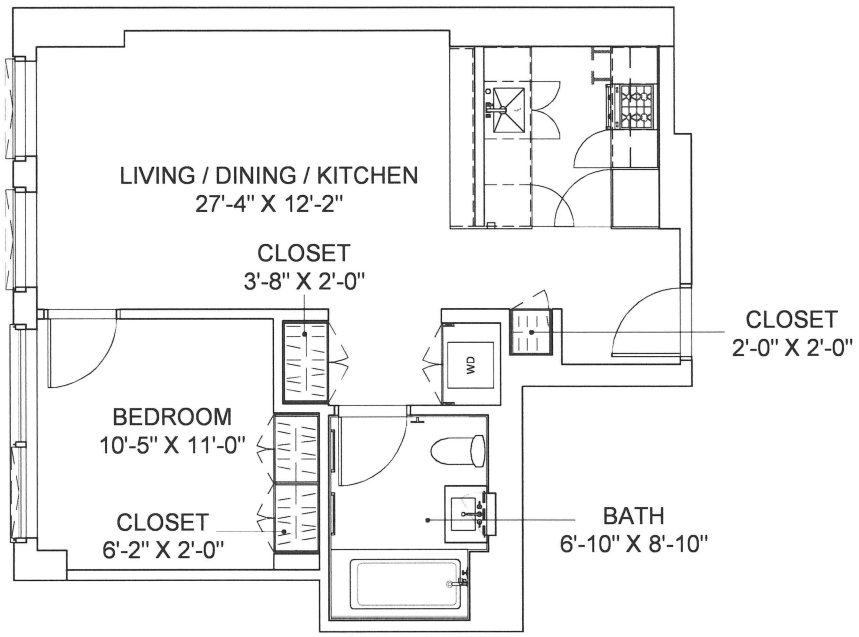


KEY PLAN

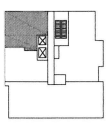


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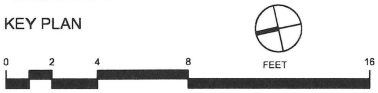
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RESIDENCE 5A
FLOOR 5
1 Bedroom, 1 Bath
Approx. Area = 702 Sq. Ft.

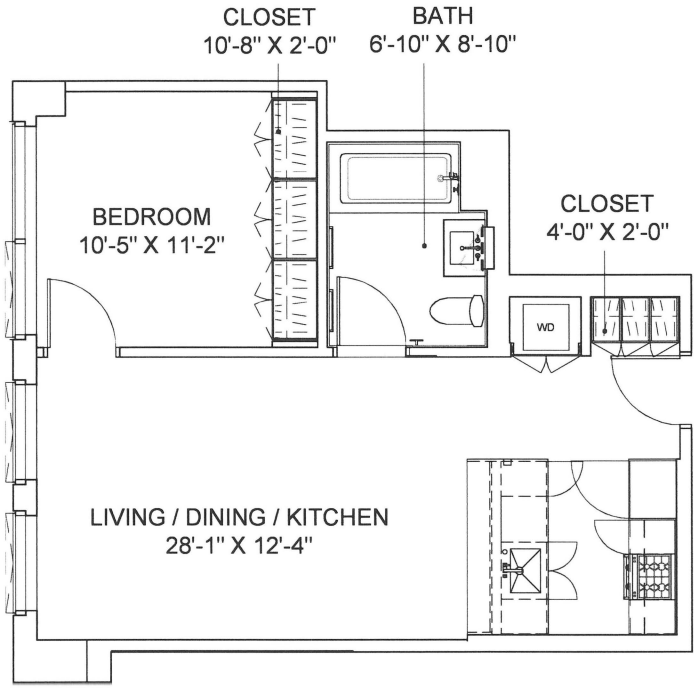


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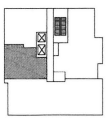


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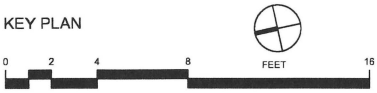
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RESIDENCE 5B
FLOOR 5
1 Bedroom, 1 Bath
Approx. Area = 646 Sq. Ft.

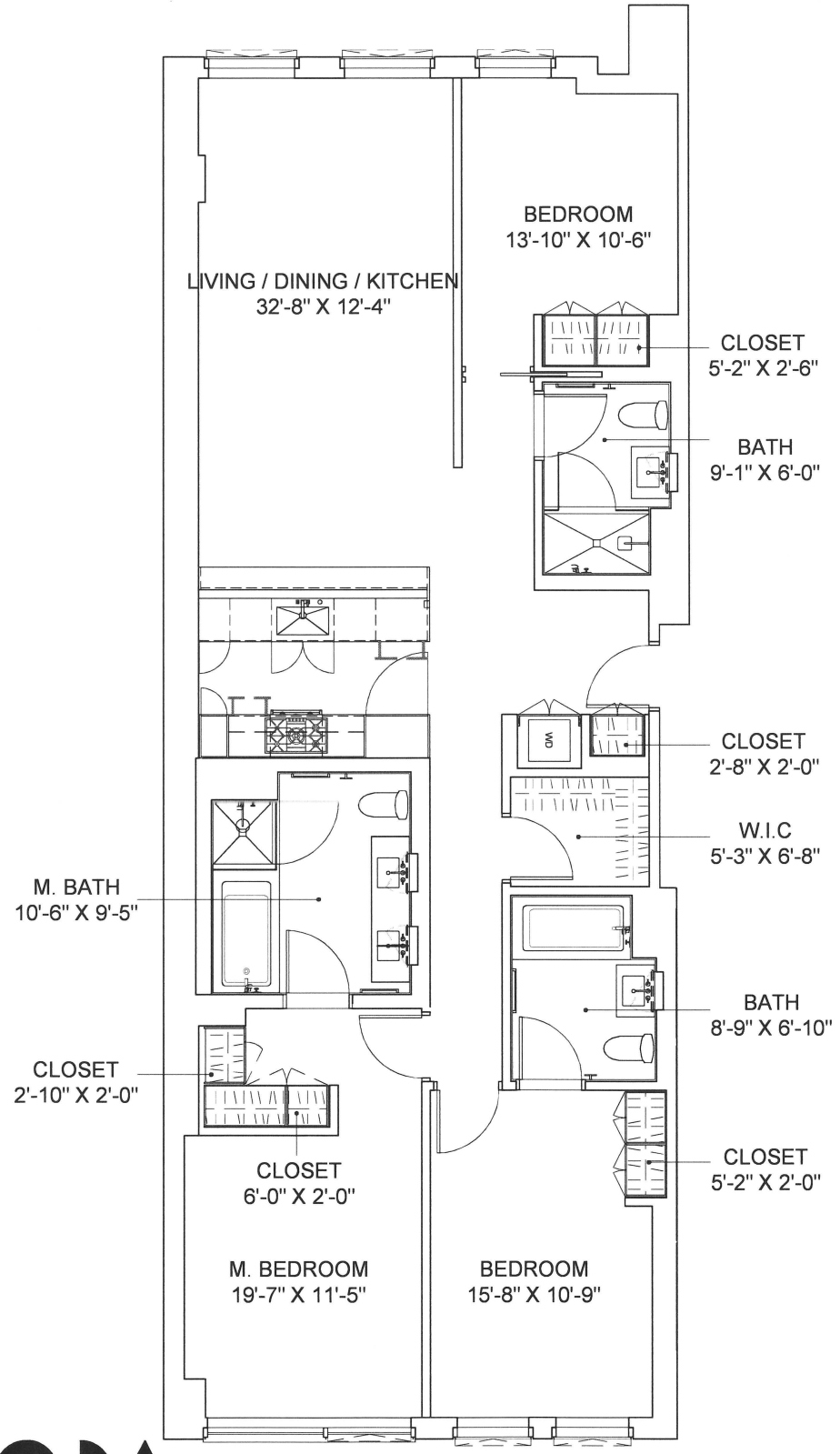


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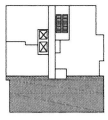


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RESIDENCE 5C
FLOOR 5
3 Bedroom, 3 Bath
Approx. Area = 1,638 Sq. Ft.

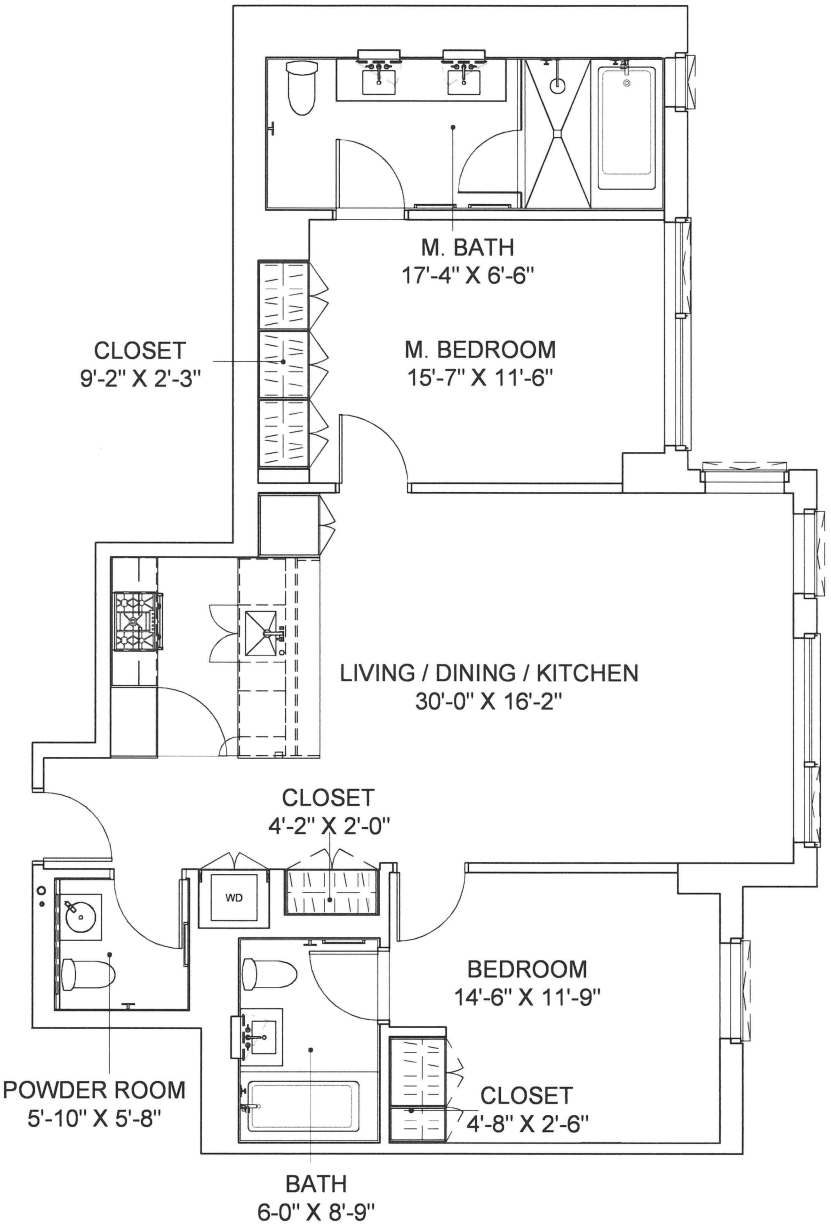


KEY PLAN



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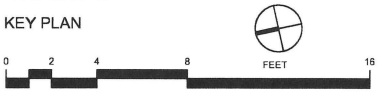
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RESIDENCE 5D
FLOOR 5
2 Bedroom, 2.5 Bath
Approx. Area = 1,302 Sq. Ft.

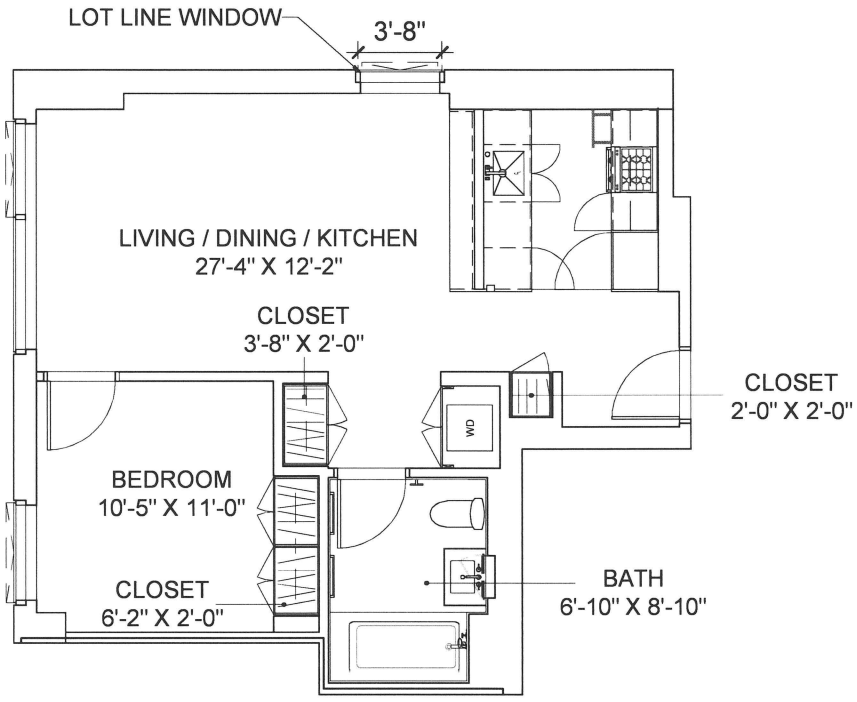


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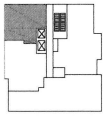


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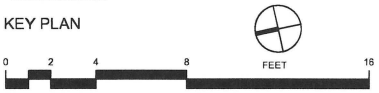
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RESIDENCE 6A
FLOOR 6
1 Bedroom, 1 Bath
Approx. Area = 702 Sq. Ft.

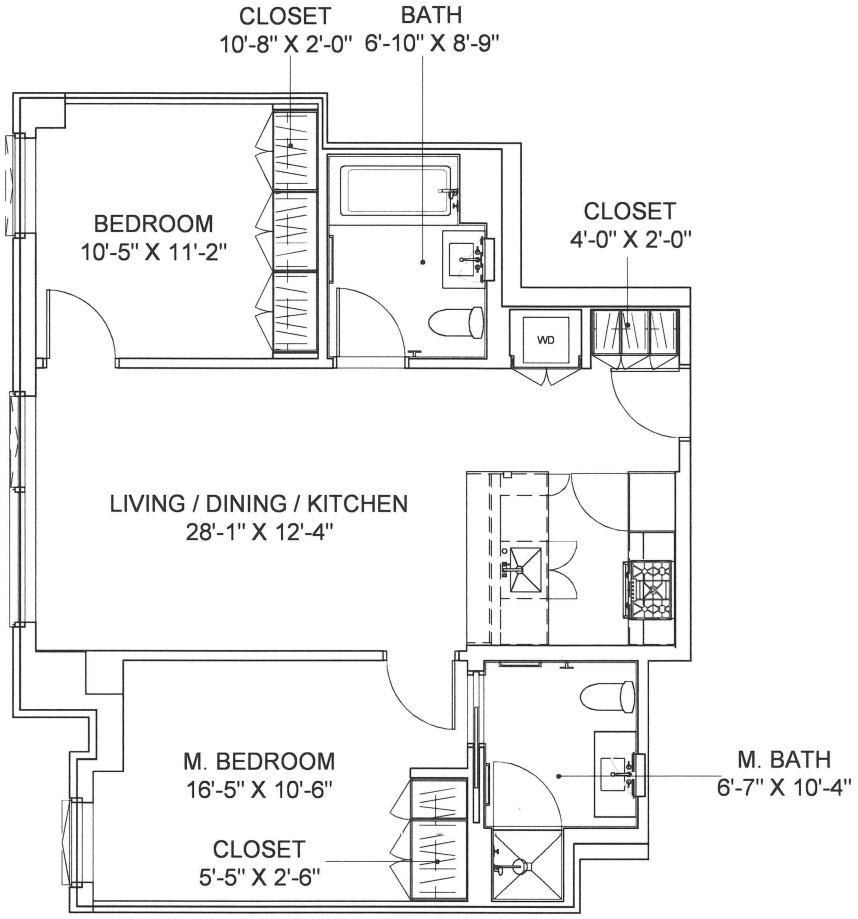


KEY PLAN



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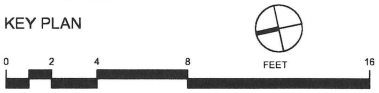
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RESIDENCE 6B
FLOOR 6
2 Bedroom, 2 Bath
Approx. Area = 921 Sq. Ft.

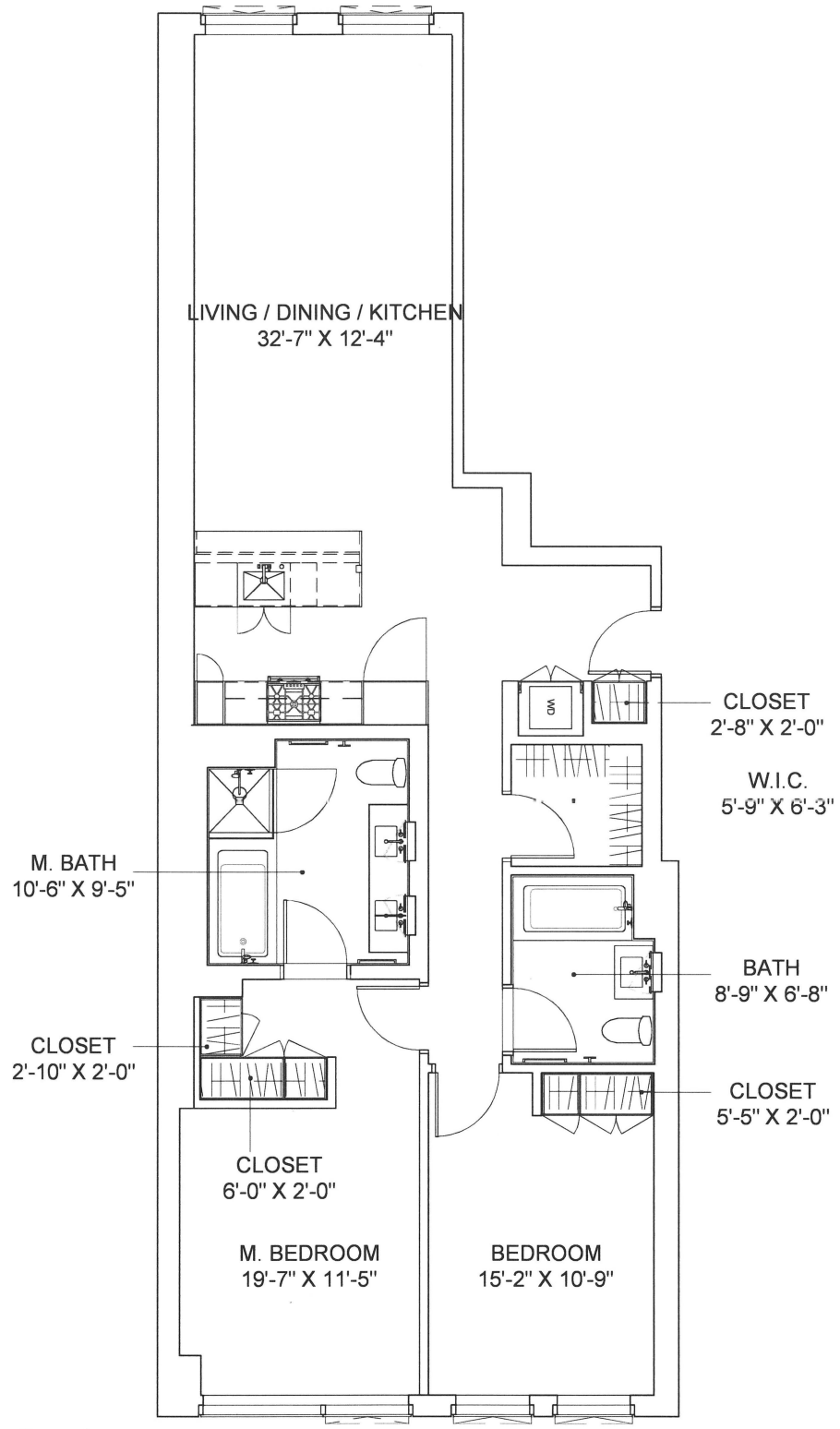


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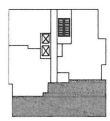


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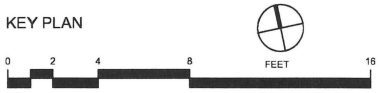
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RESIDENCE 6C
FLOOR 6
2 Bedroom, 2 Bath
Approx. Area = 1,357 Sq. Ft.

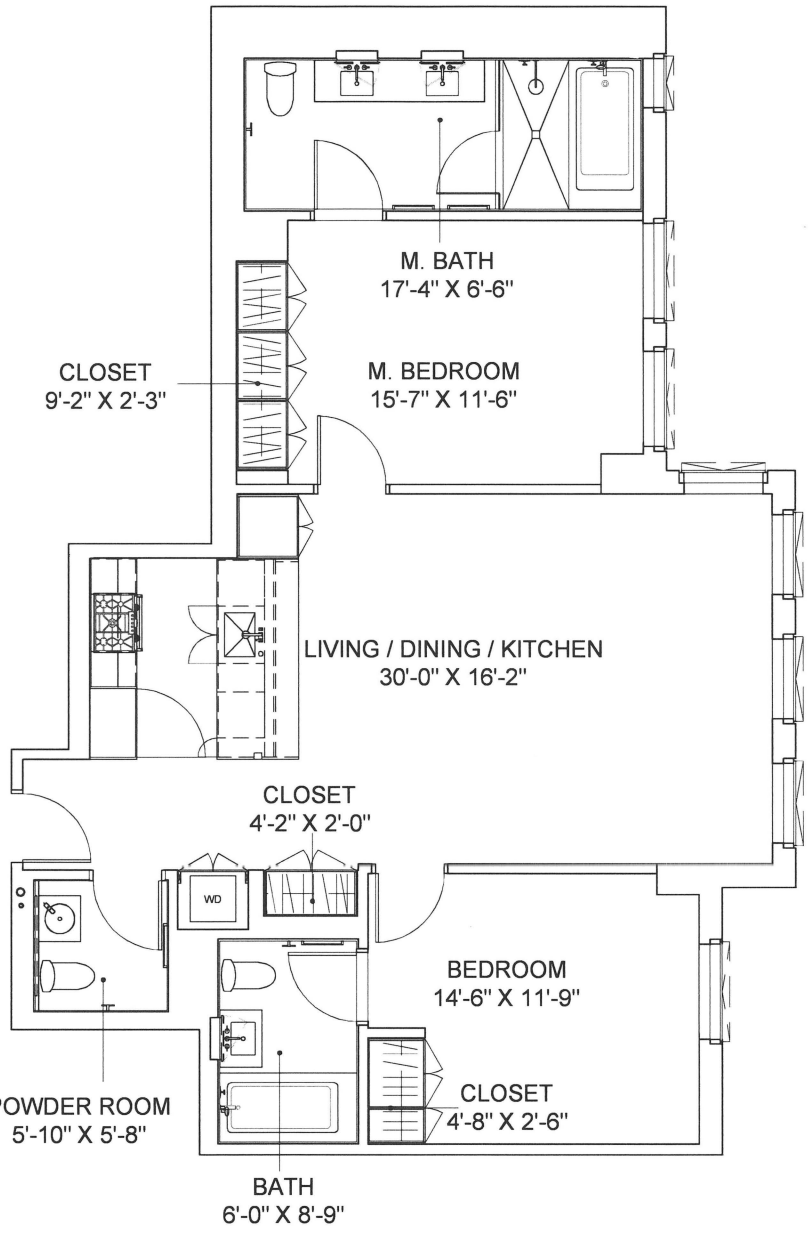


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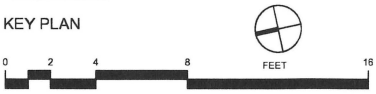
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RESIDENCE 6D
FLOOR 6
2 Bedroom, 2.5 Bath
Approx. Area = 1,302 Sq. Ft.

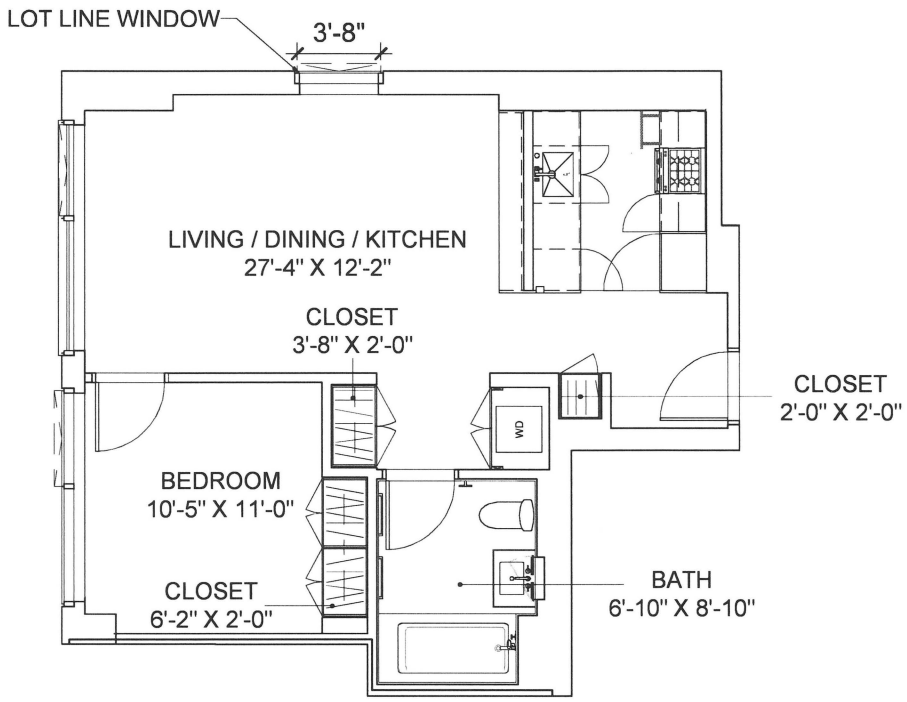


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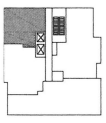


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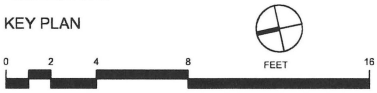
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RESIDENCE 7A
FLOOR 7
1 Bedroom, 1 Bath
Approx. Area = 702 Sq. Ft.

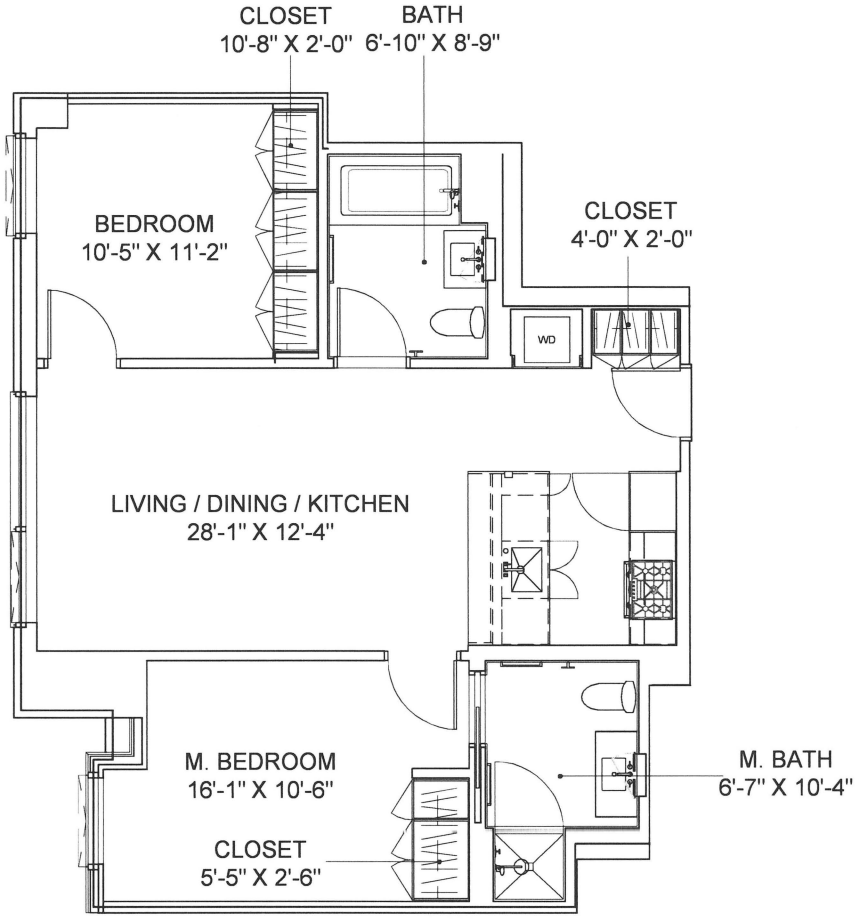


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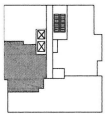


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RESIDENCE 7B
FLOOR 7
2 Bedroom, 2 Bath
Approx. Area = 916 Sq. Ft.

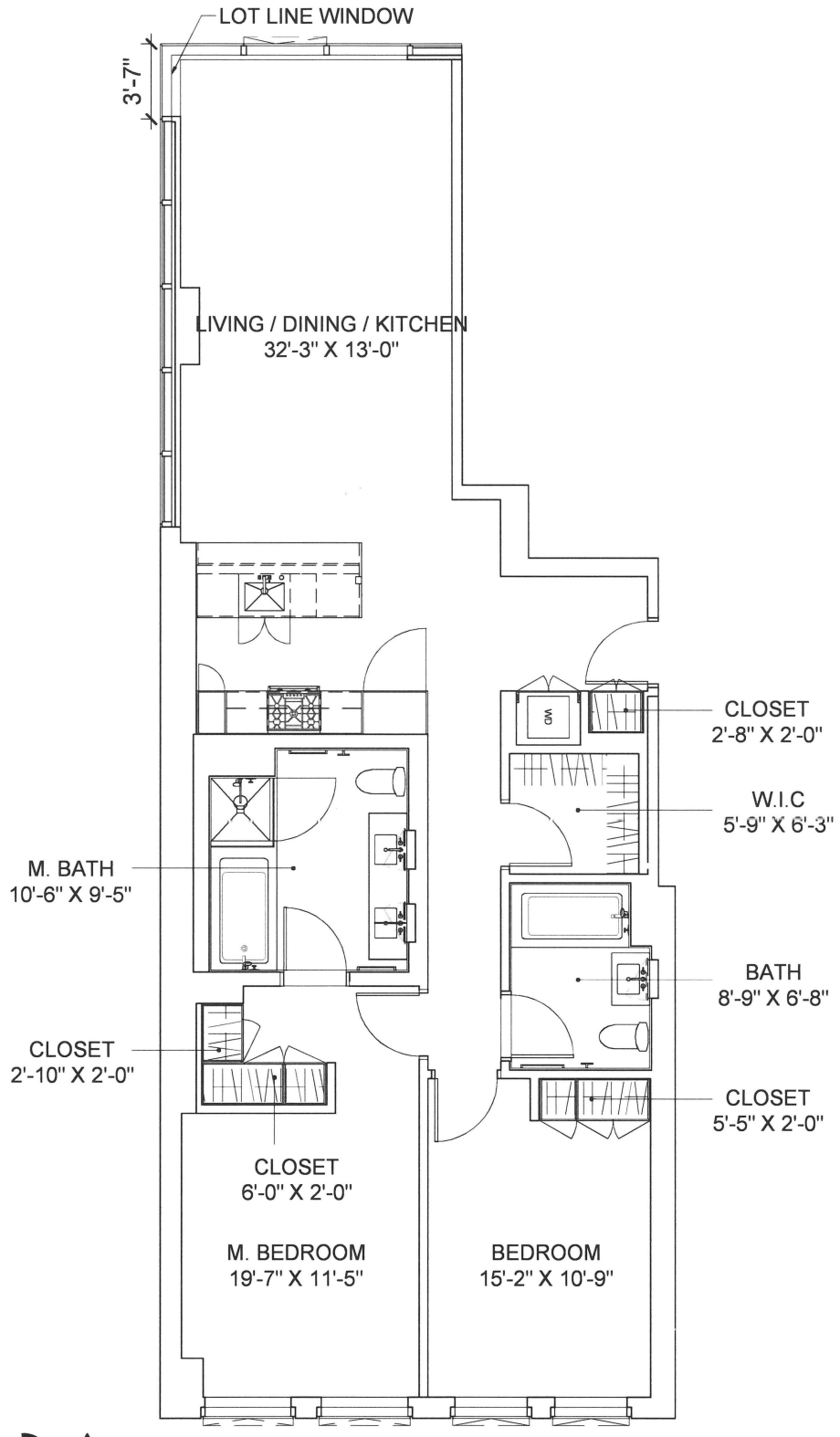


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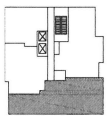


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RESIDENCE 7C
FLOOR 7
2 Bedroom, 2 Bath
Approx. Area = 1,347 Sq. Ft.

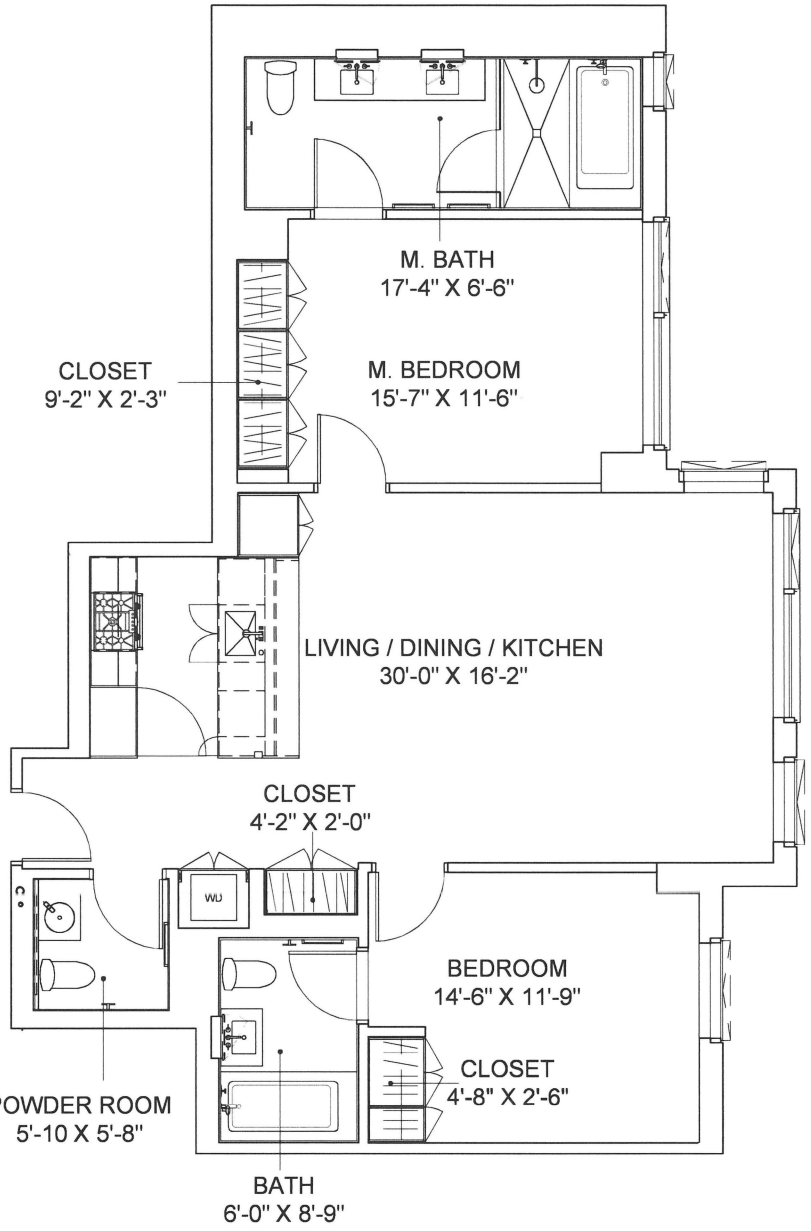


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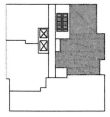


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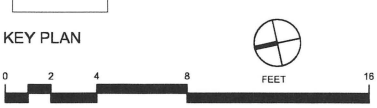
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RESIDENCE 7D
FLOOR 7
2 Bedroom, 2.5 Bath
Approx. Area = 1,302 Sq. Ft.

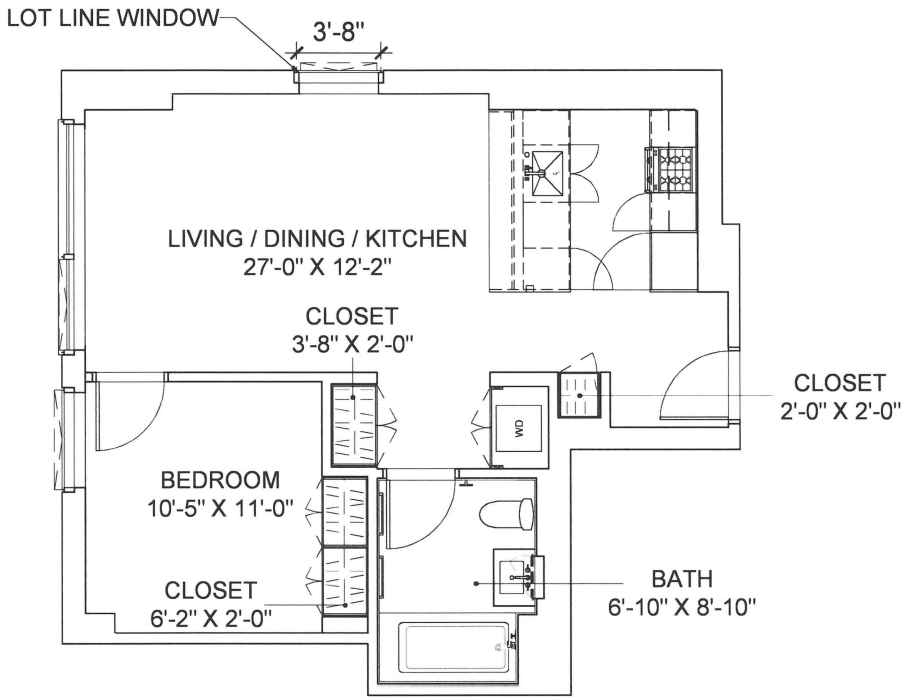


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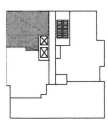


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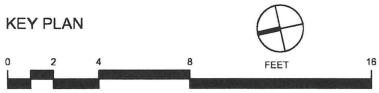
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RESIDENCE 8A
FLOOR 8
1 Bedroom, 1 Bath
Approx. Area = 702 Sq. Ft.

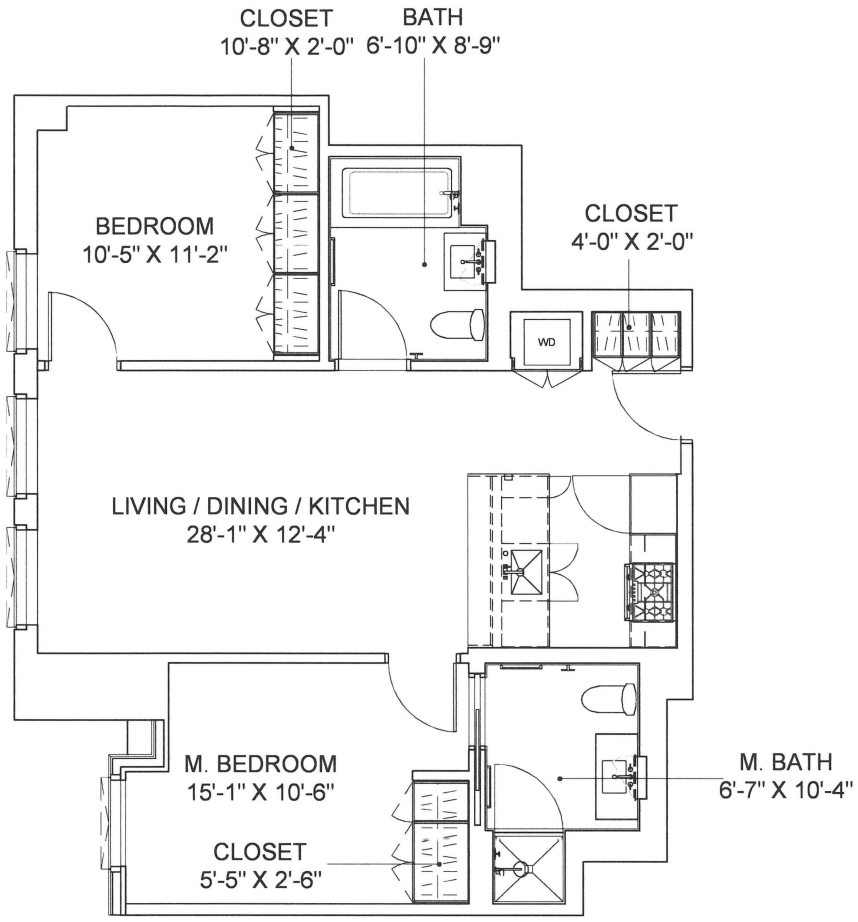


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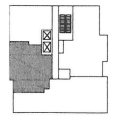


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RESIDENCE 8B
FLOOR 8
2 Bedroom, 2 Bath
Approx. Area = 908 Sq. Ft.

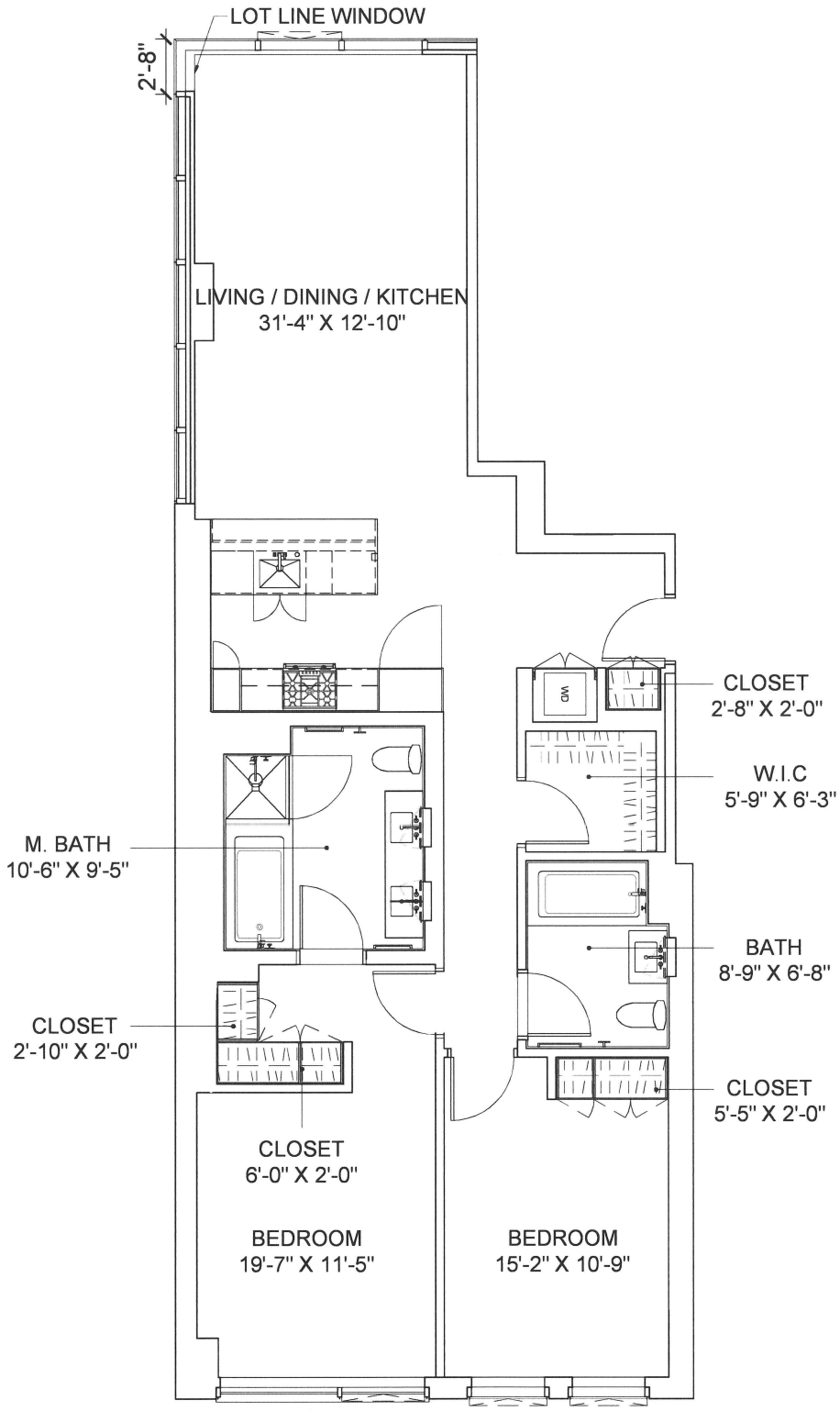


KEY PLAN

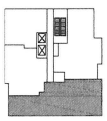


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RESIDENCE 8C
FLOOR 8
2 Bedroom, 2 Bath
Approx. Area = 1,333 Sq. Ft.

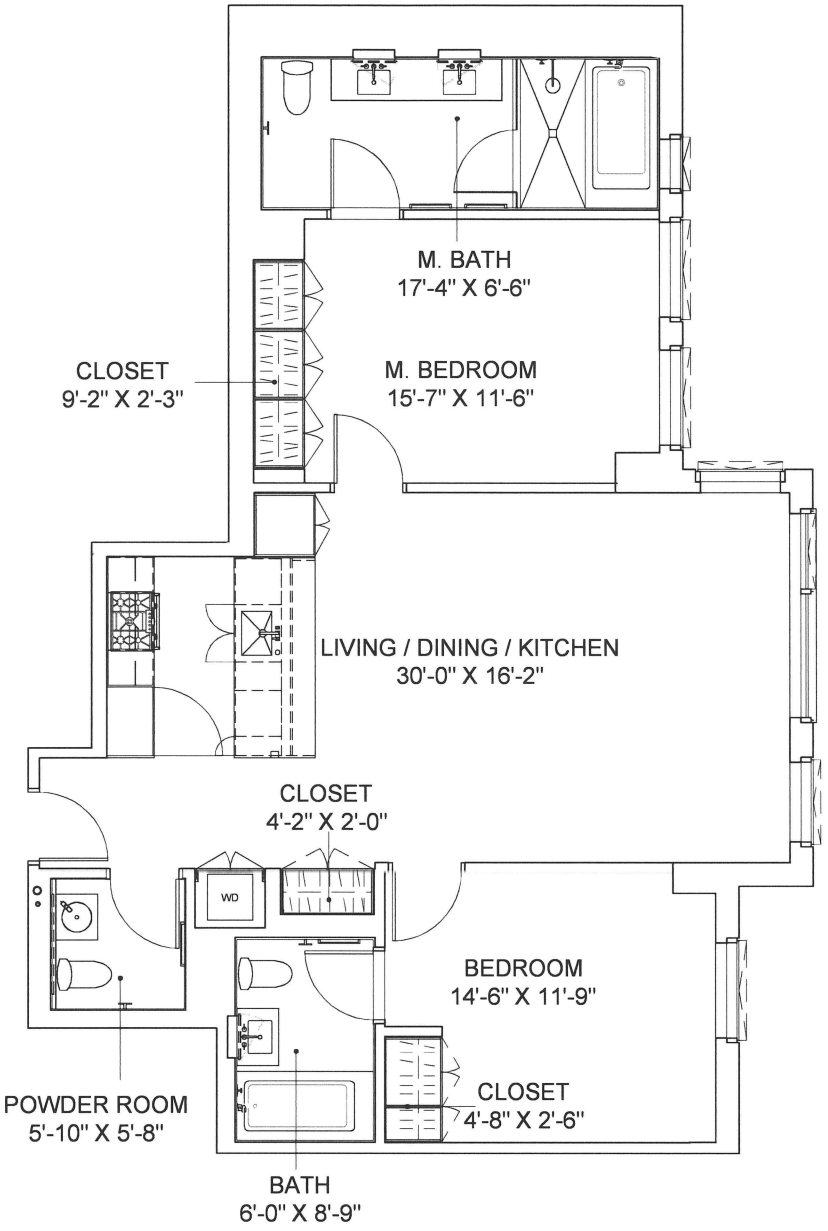


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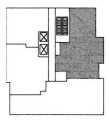


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RESIDENCE 8D
FLOOR 8
2 Bedroom, 2.5 Bath
Approx. Area = 1,302 Sq. Ft.

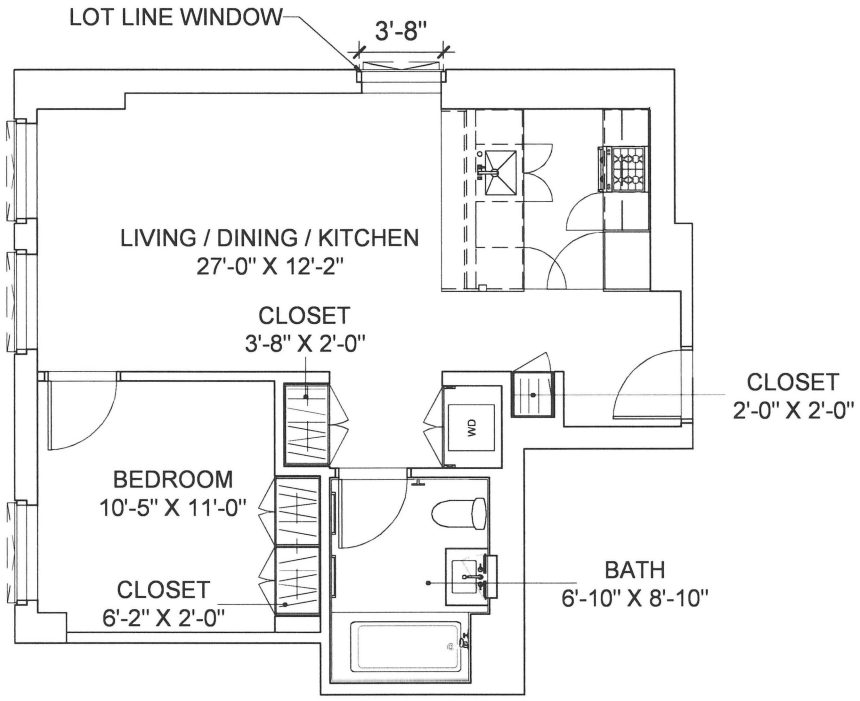


KEY PLAN

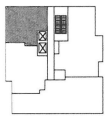


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RESIDENCE 9A
FLOOR 9
1 Bedroom, 1 Bath
Approx. Area = 702 Sq. Ft.

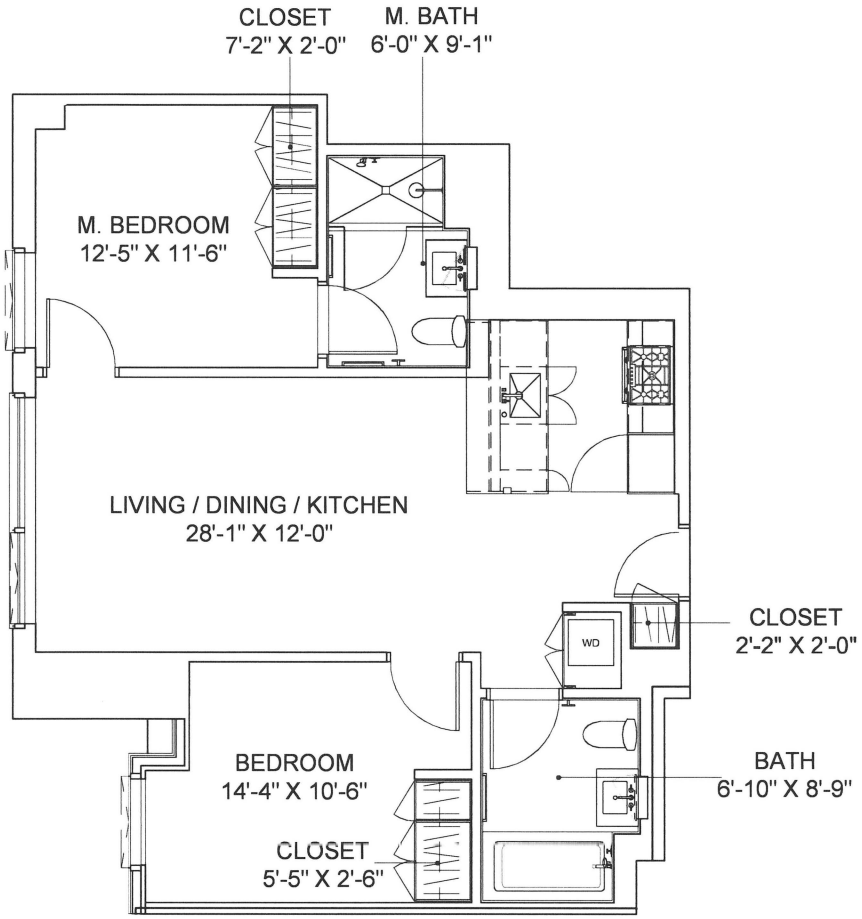


KEY PLAN



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RESIDENCE 9B
FLOOR 9
2 Bedroom, 2 Bath
Approx. Area = 910 Sq. Ft.

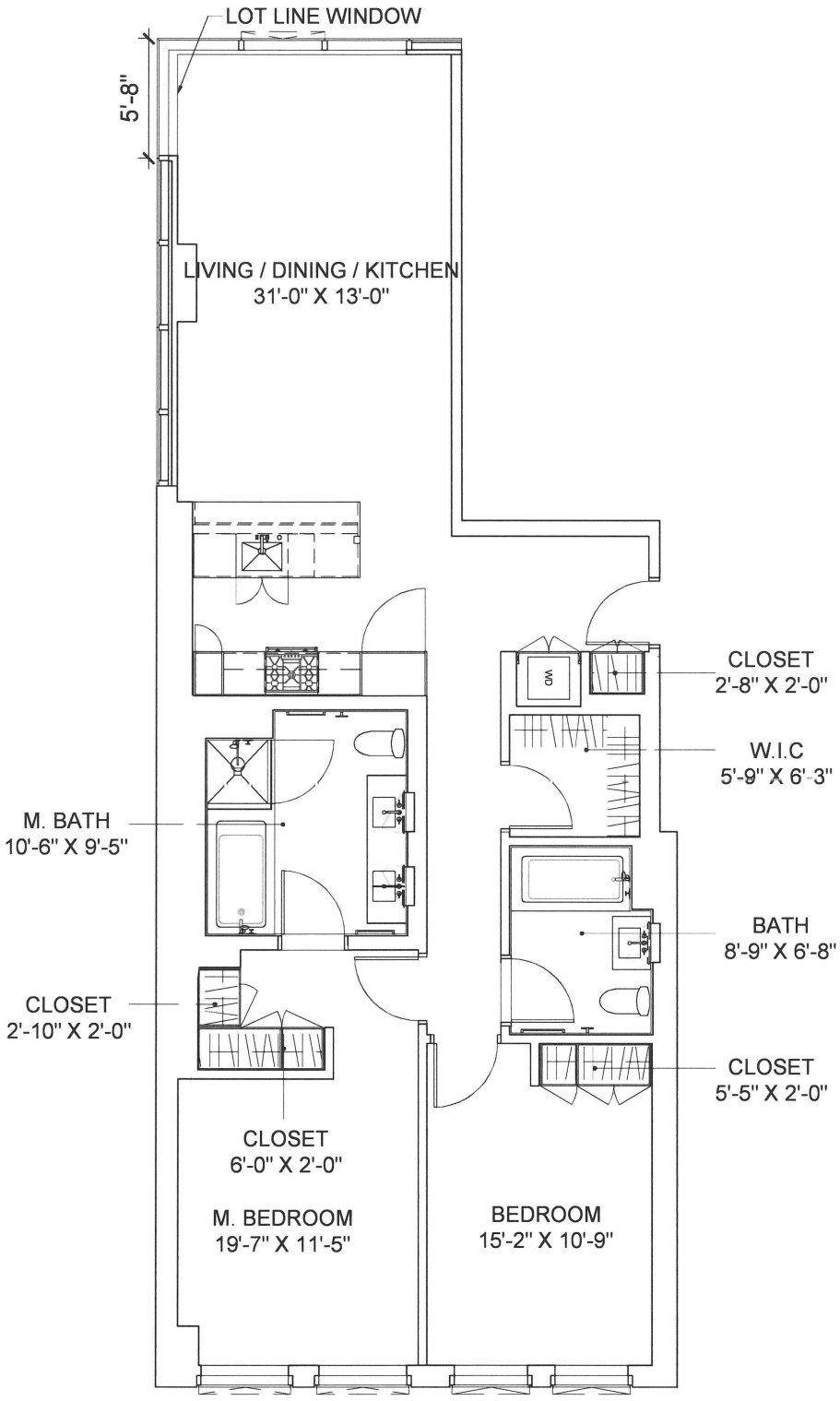


KEY PLAN

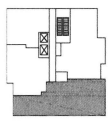


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RESIDENCE 9C
FLOOR 9
2 Bedroom, 2 Bath
Approx. Area = 1,310 Sq. Ft.

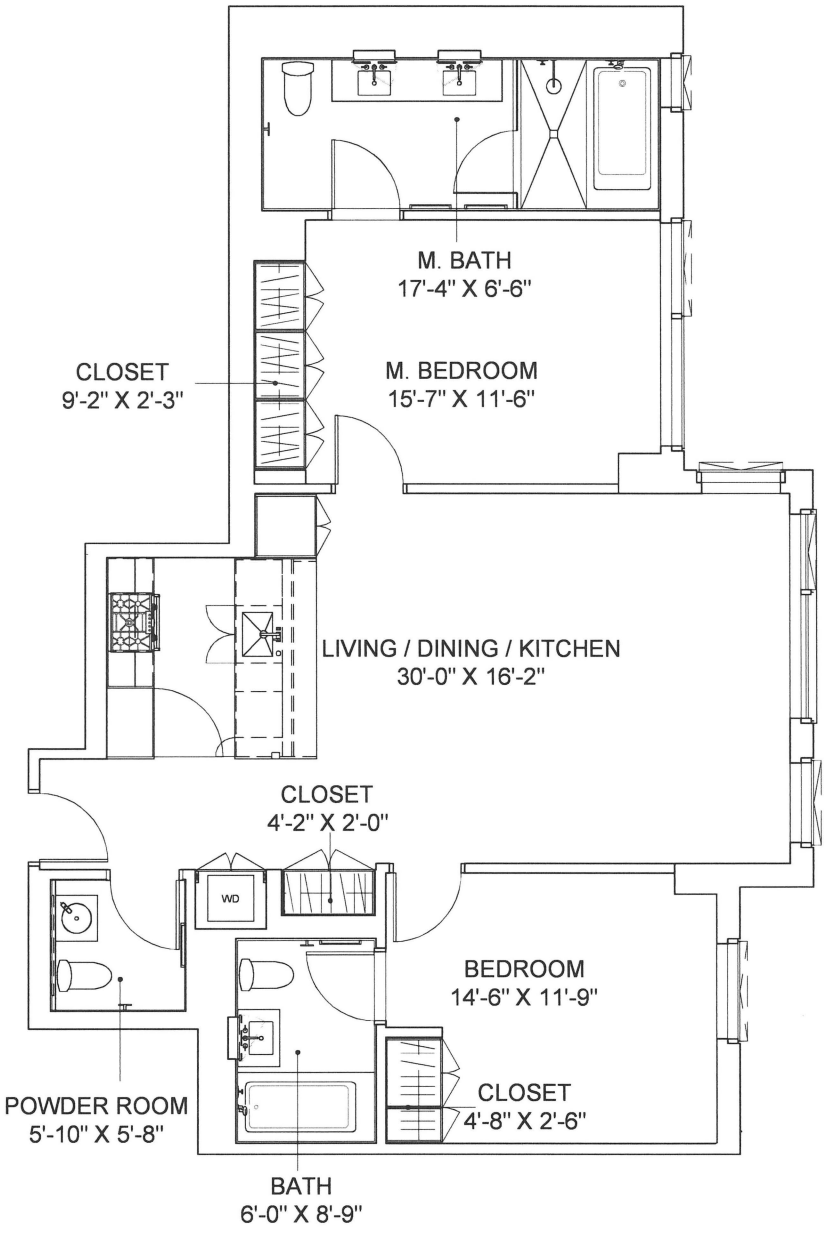


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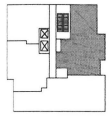


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RESIDENCE 9D
FLOOR 9
2 Bedroom, 2.5 Bath
Approx. Area = 1,302 Sq. Ft.

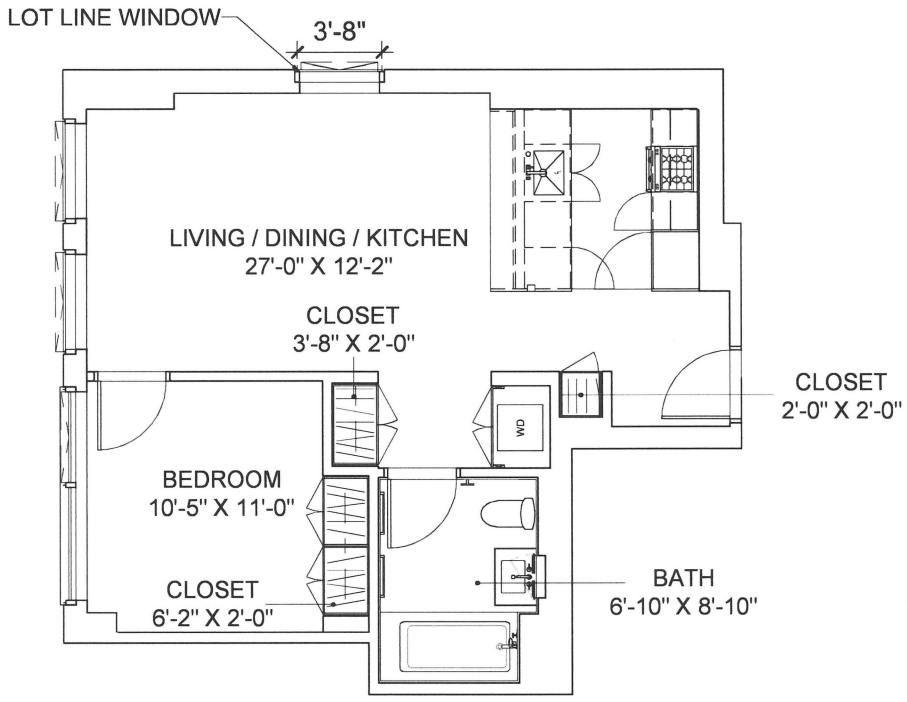


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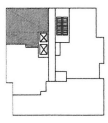


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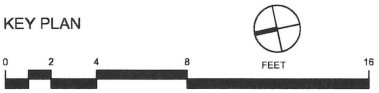
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RESIDENCE 10A
FLOOR 10
1 Bedroom, 1 Bath
Approx. Area = 702 Sq. Ft.

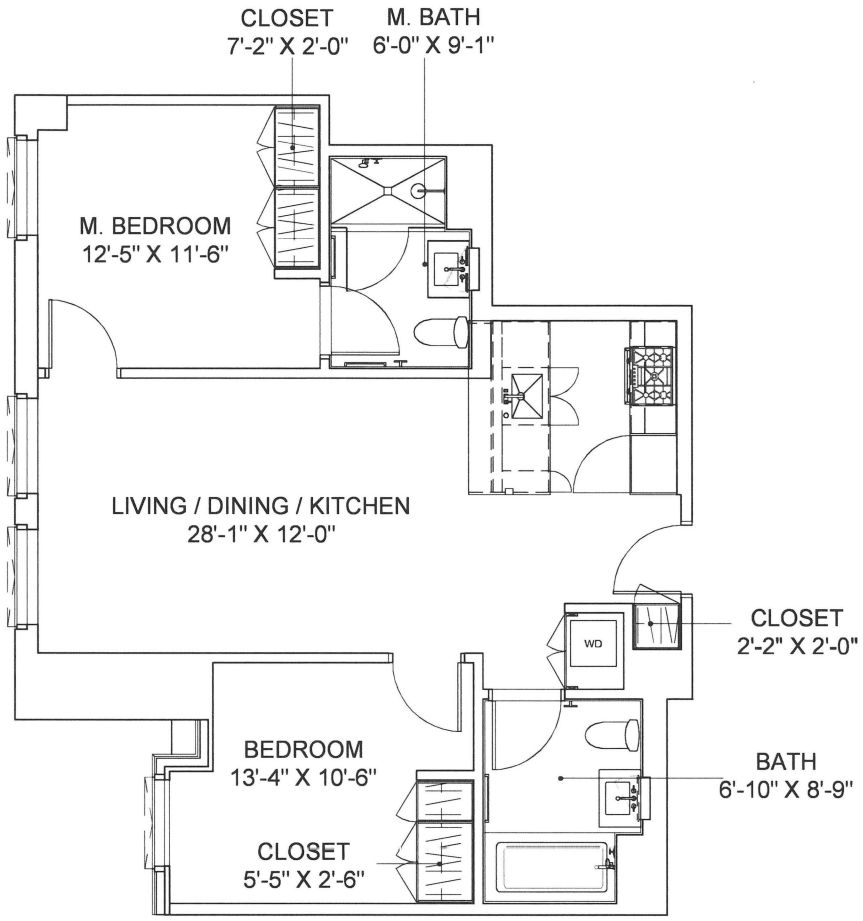


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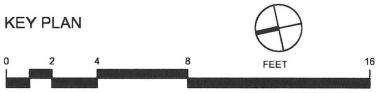
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RESIDENC 10B
FLOOR 10
2 Bedroom, 2 Bath
Approx. Area = 902 Sq. Ft.

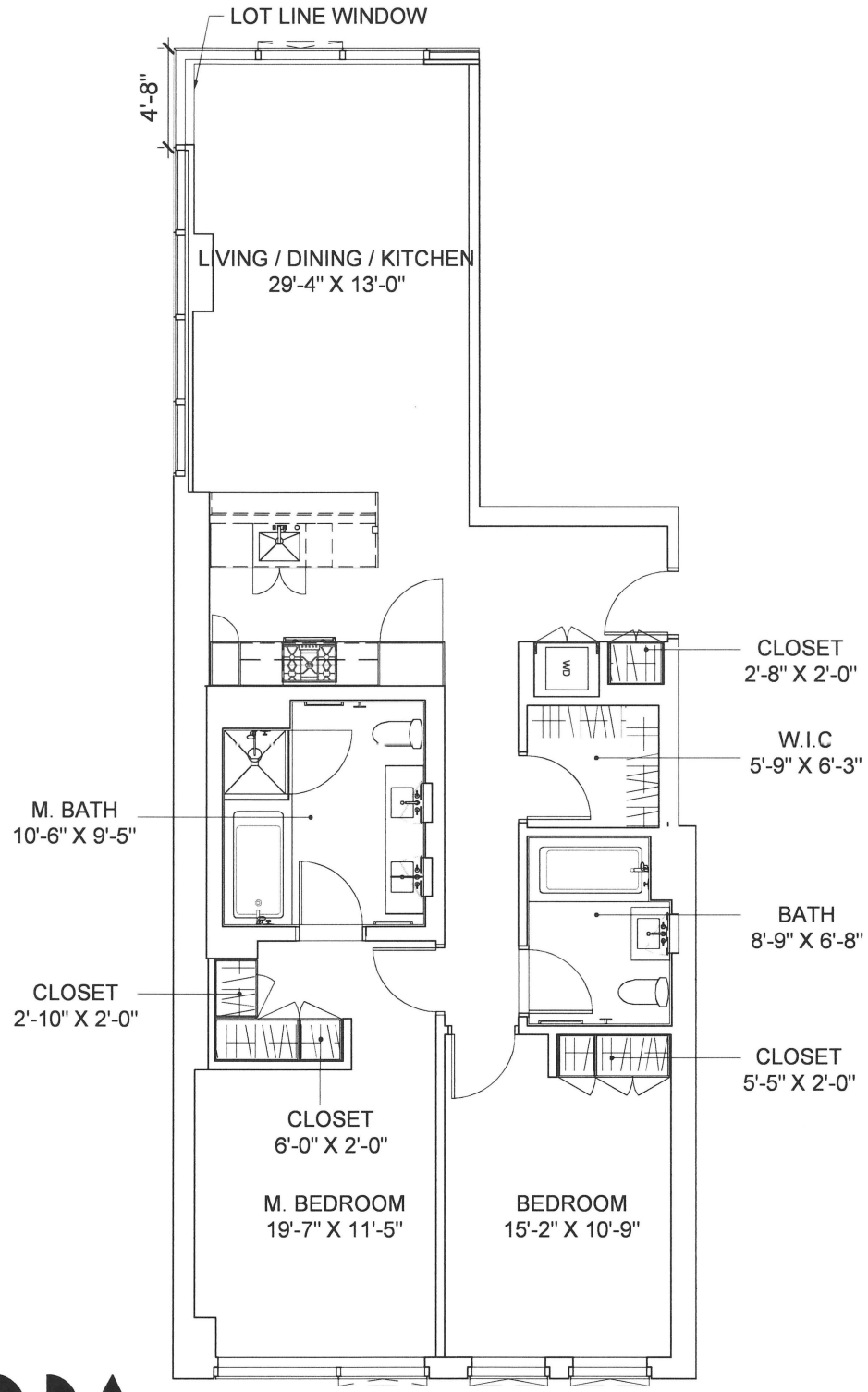


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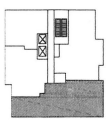


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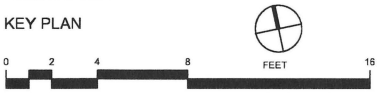
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RESIDENCE 10C
FLOOR 10
2 Bedroom, 2 Bath
Approx. Area = 1,296 Sq. Ft.

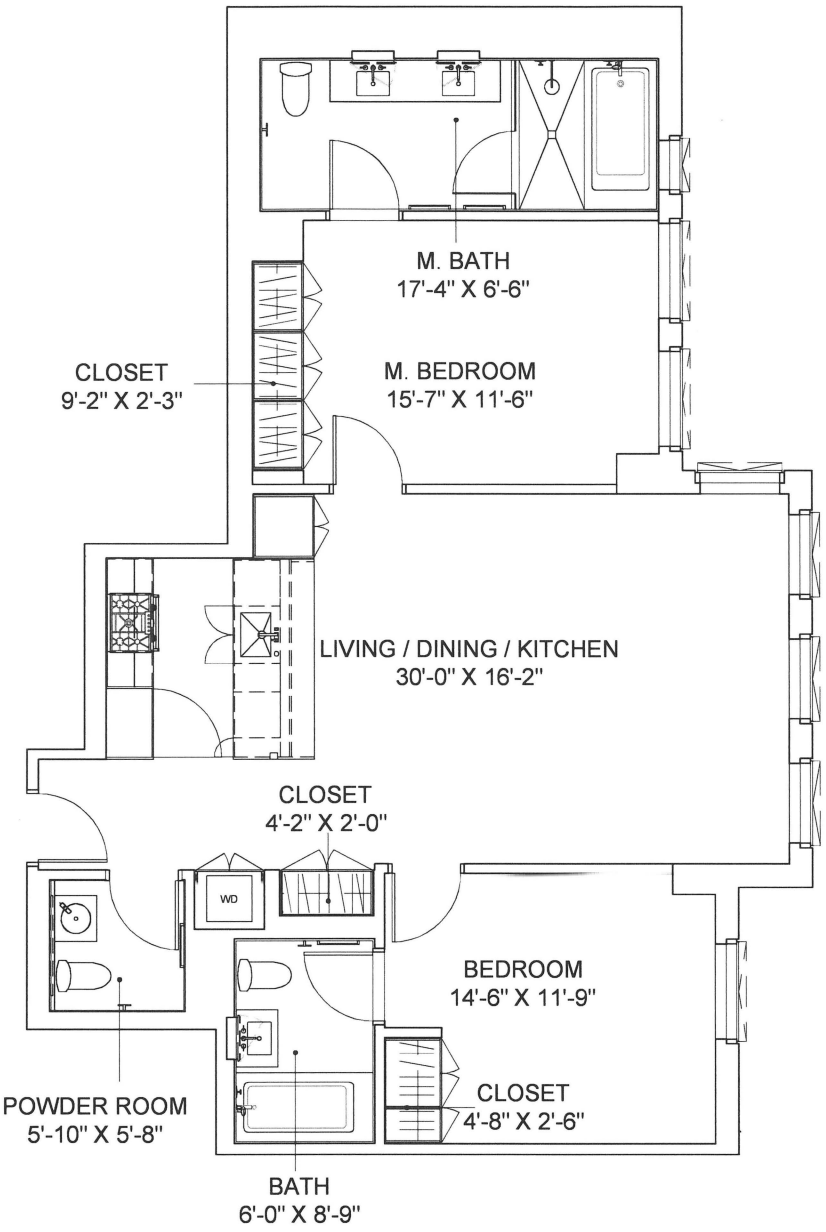


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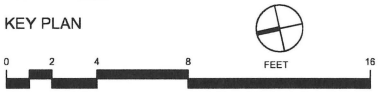
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RESIDENCE 10D
FLOOR 10
2 Bedroom, 2.5 Bath
Approx. Area = 1,302 Sq. Ft.

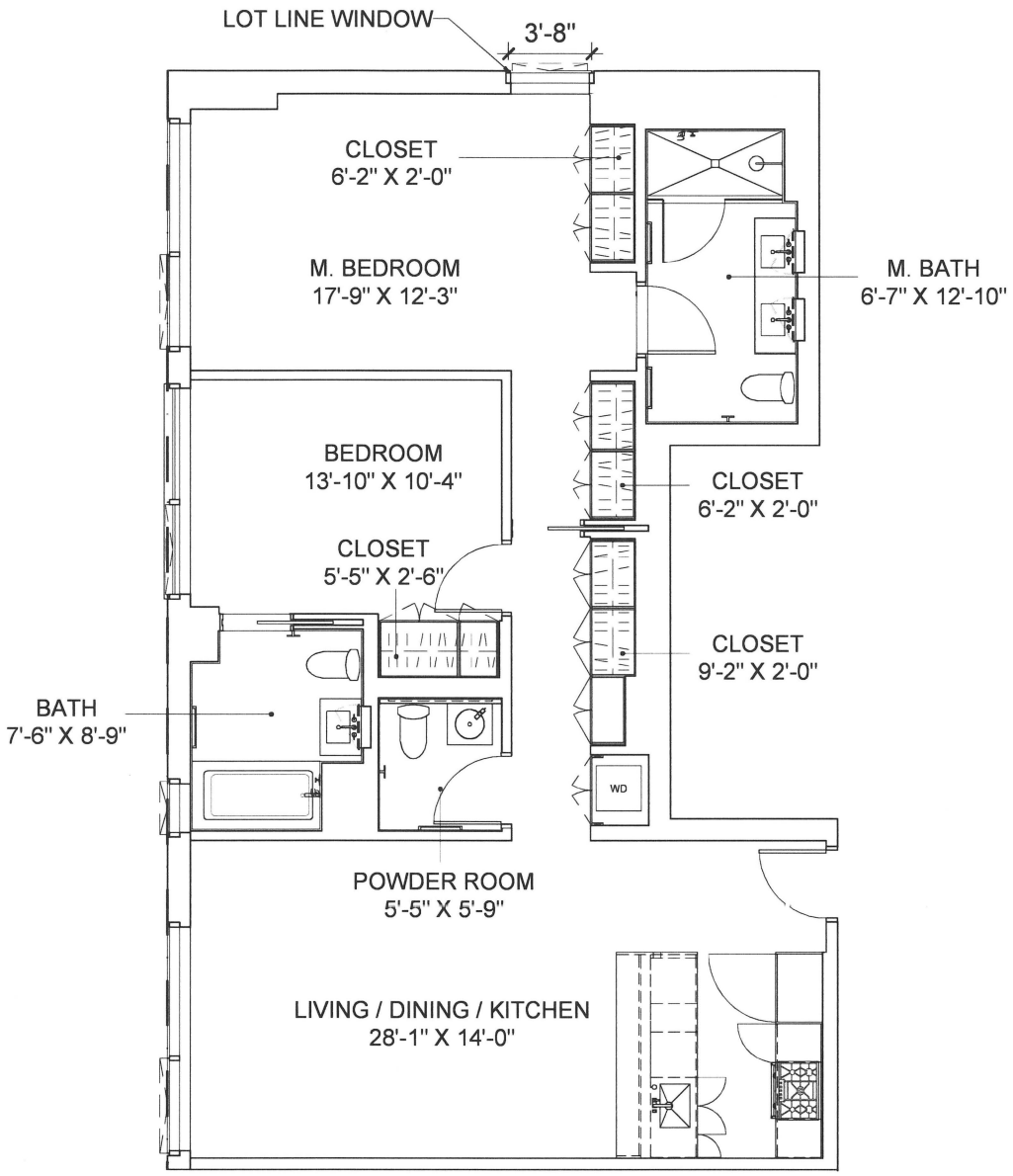


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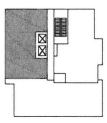


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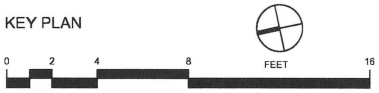
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RESIDENCE 11A
FLOOR 11
2 Bedroom, 2.5 Bath
Approx. Area = 1,320 Sq. Ft.

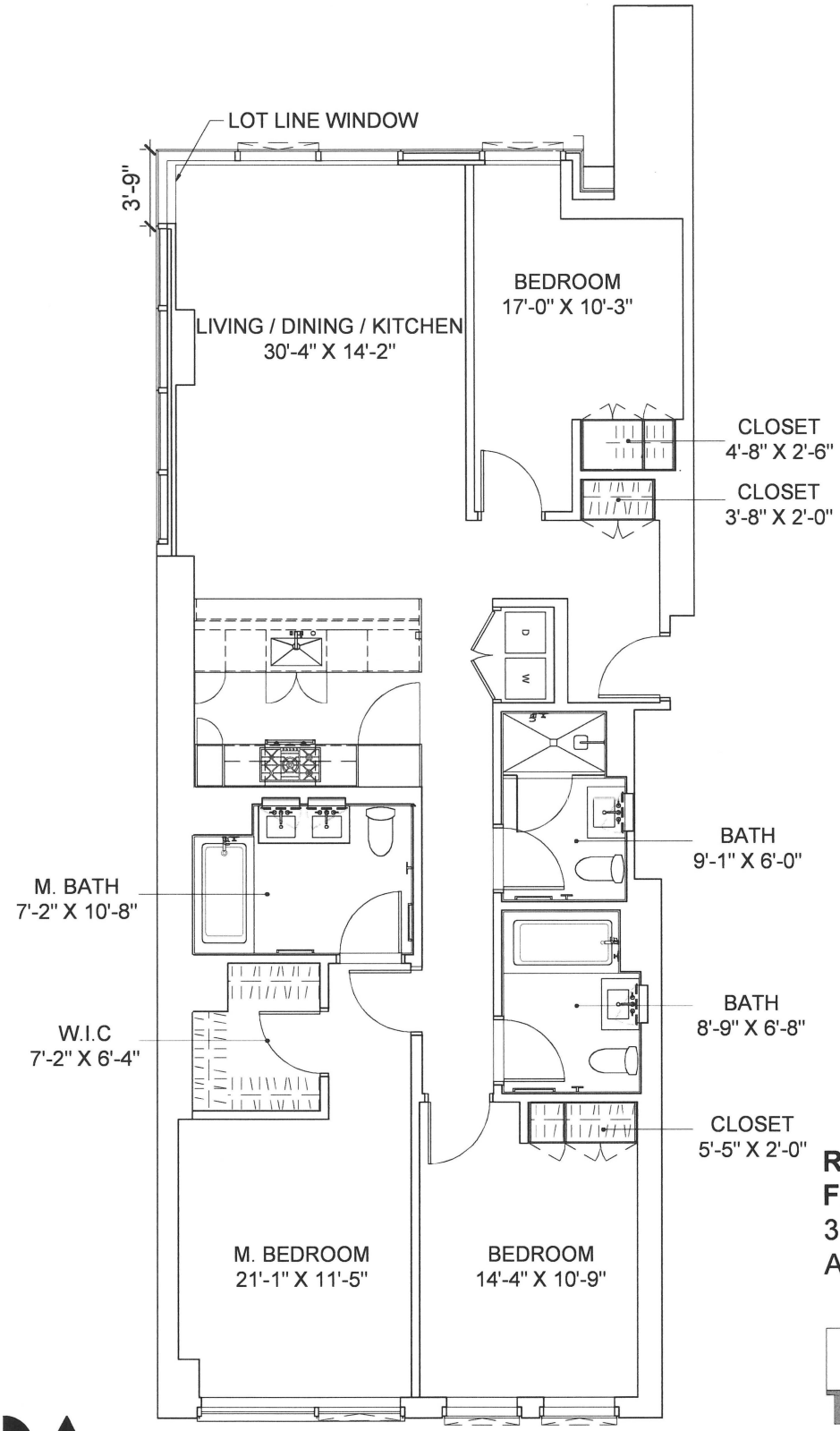


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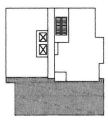


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RESIDENCE 11B
FLOOR 11
3 Bedroom, 3 Bath
Approx. Area = 1,571 Sq. Ft.

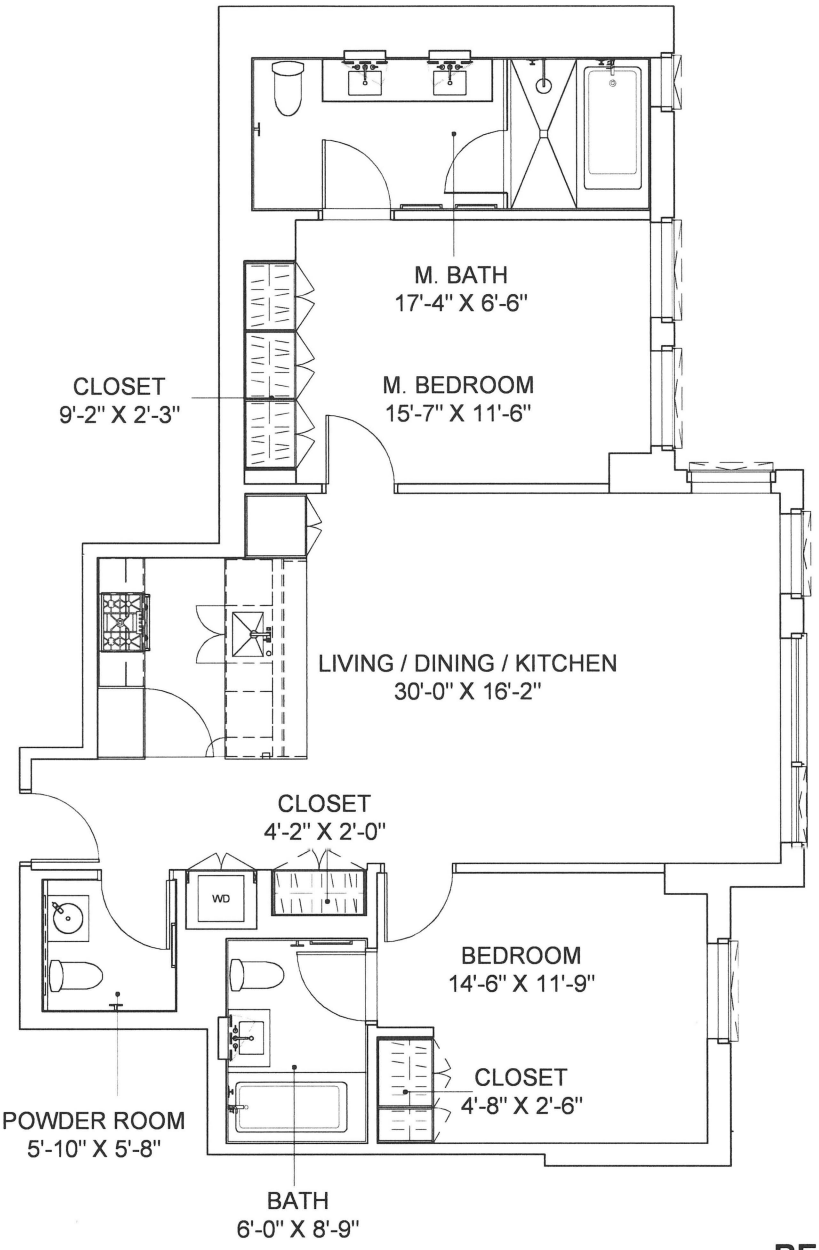


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RESIDENCE 11C
FLOOR 11
2 Bedroom, 2.5 Bath
Approx. Area = 1,302 Sq. Ft.

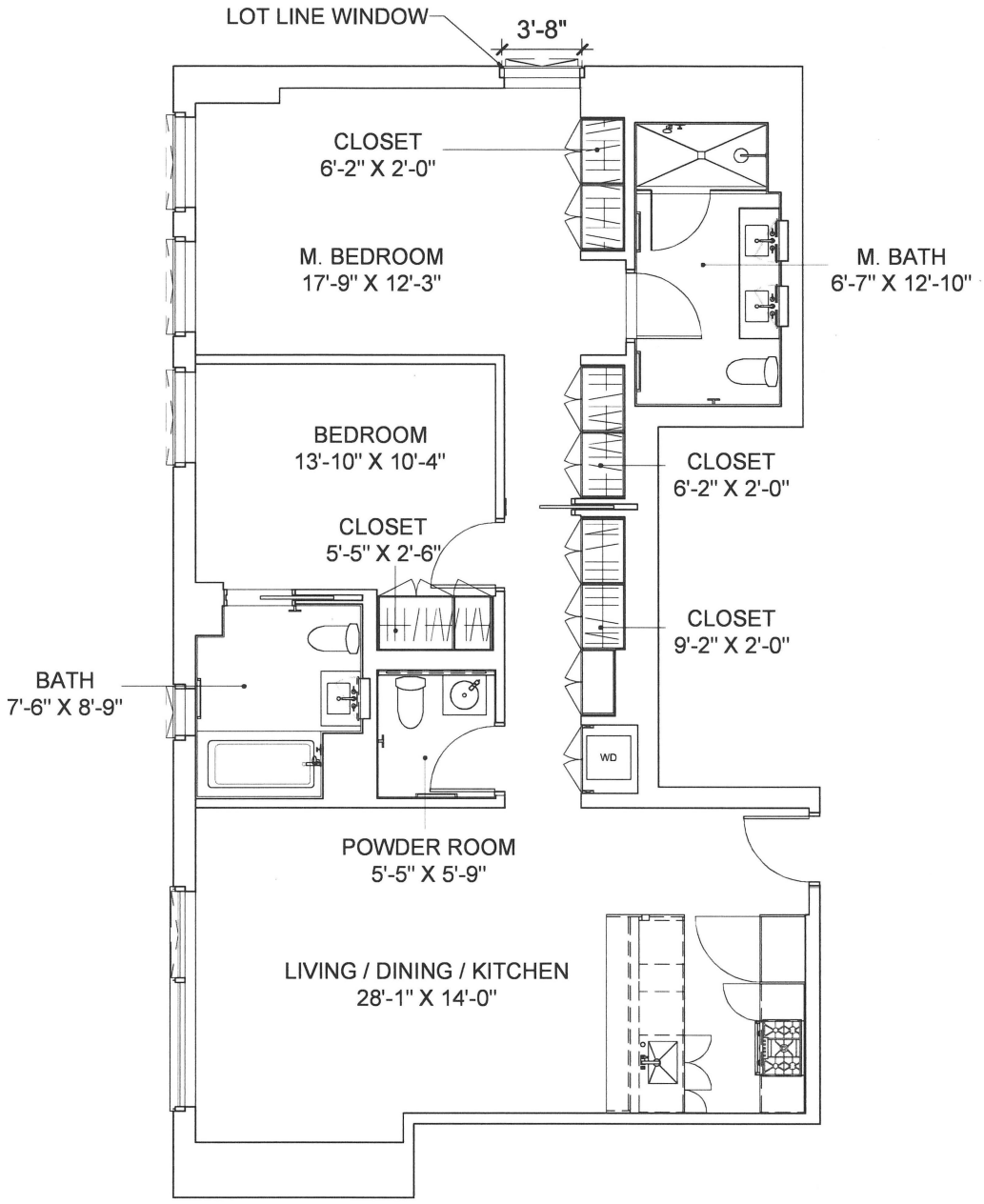


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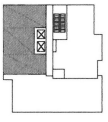


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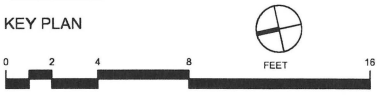
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RESIDENCE 12A
FLOOR 12
2 Bedroom, 2.5 Bath
Approx. Area = 1,359 Sq. Ft.

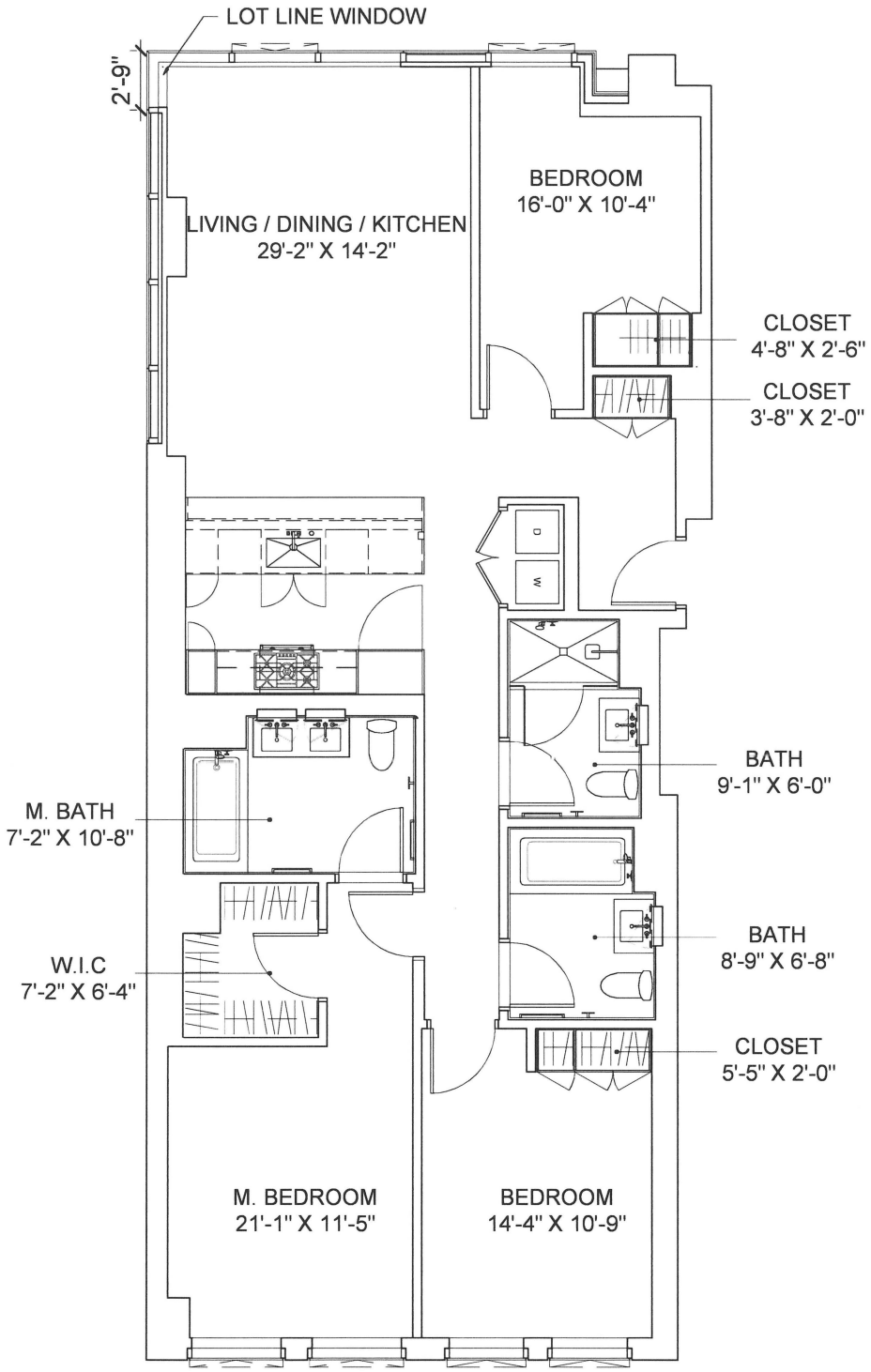


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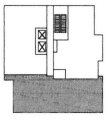


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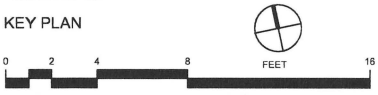
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RESIDENCE 12B
FLOOR 12
3 Bedroom, 3 Bath
Approx. Area = 1,510 Sq. Ft.

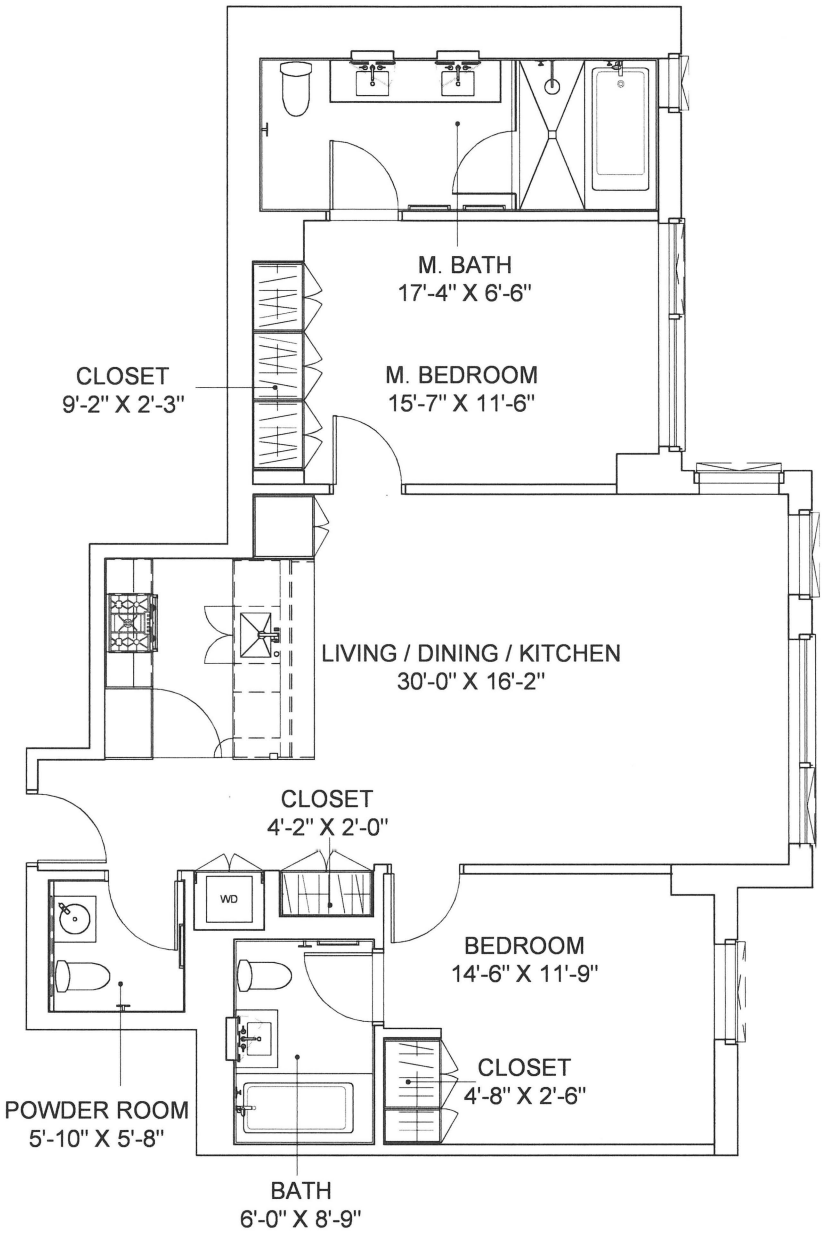


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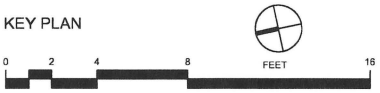
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RESIDENCE 12C
FLOOR 12
2 Bedroom, 2.5 Bath
Approx. Area = 1,302 Sq. Ft.

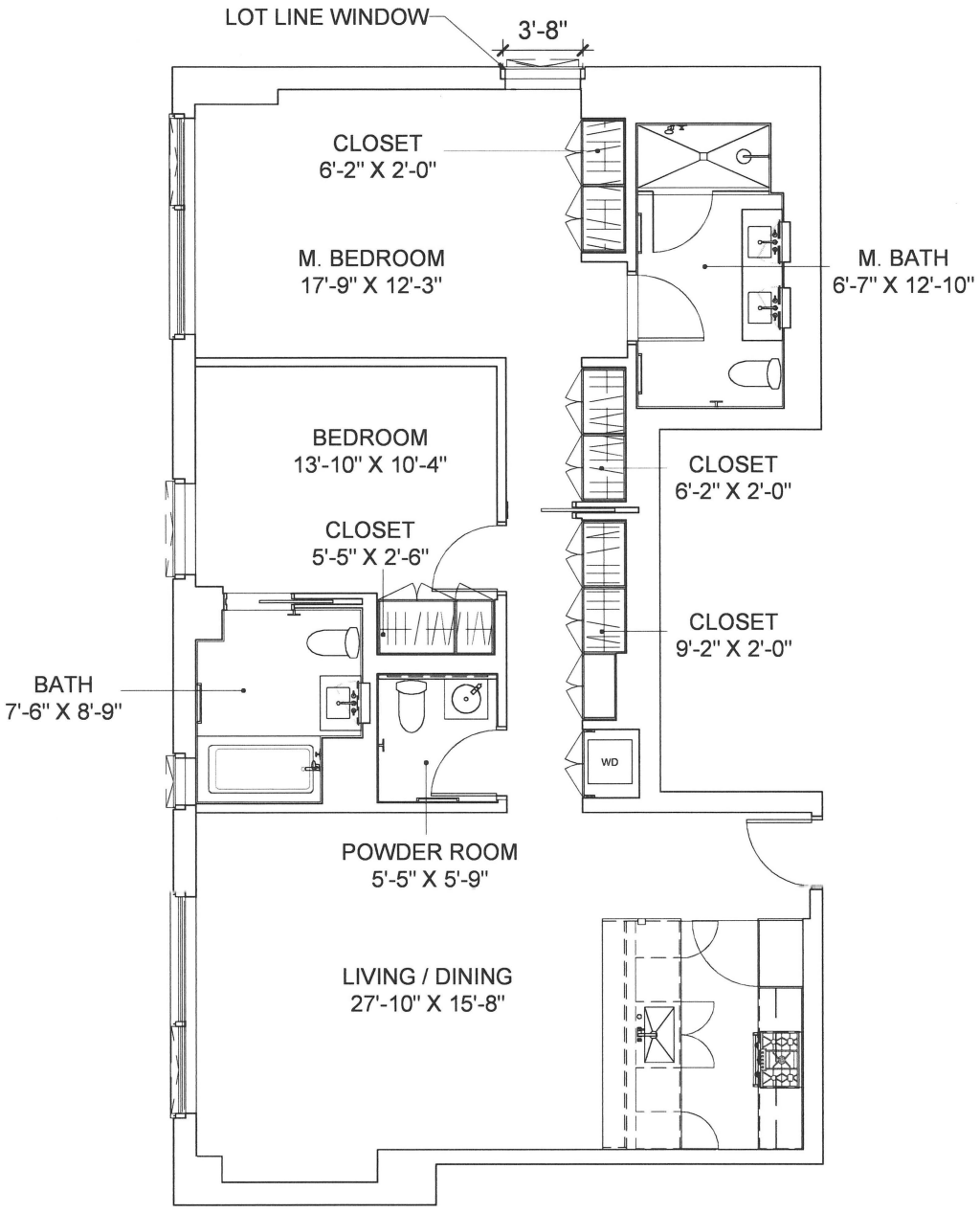


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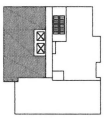


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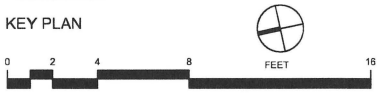
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RESIDENCE 14A
FLOOR 14
2 Bedroom, 2.5 Bath
Approx. Area = 1,385 Sq. Ft.

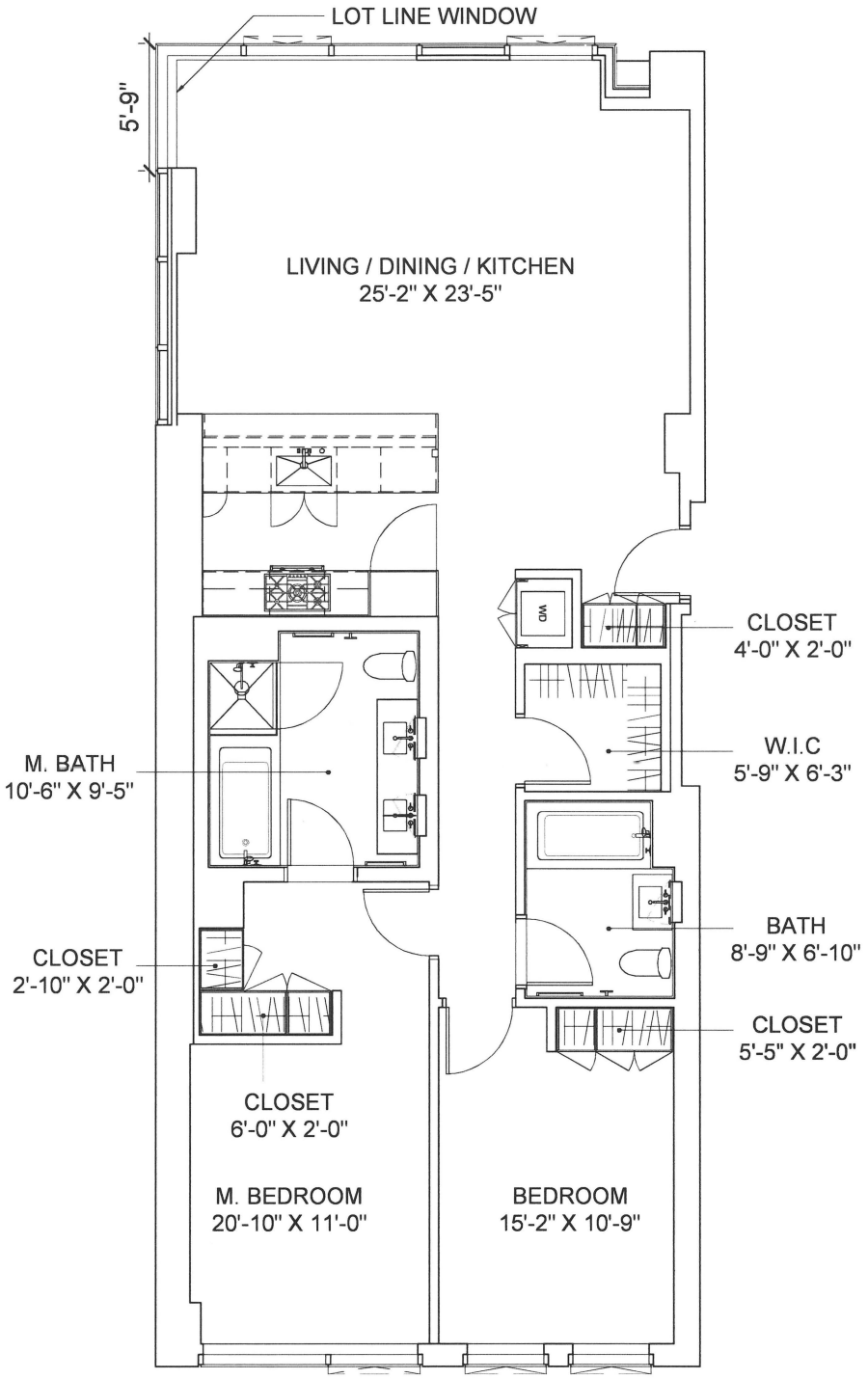


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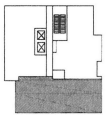


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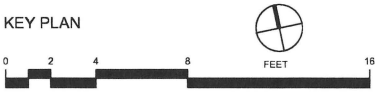
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RESIDENCE 14B
FLOOR 14
2 Bedroom, 2 Bath
Approx. Area = 1,454 Sq. Ft.

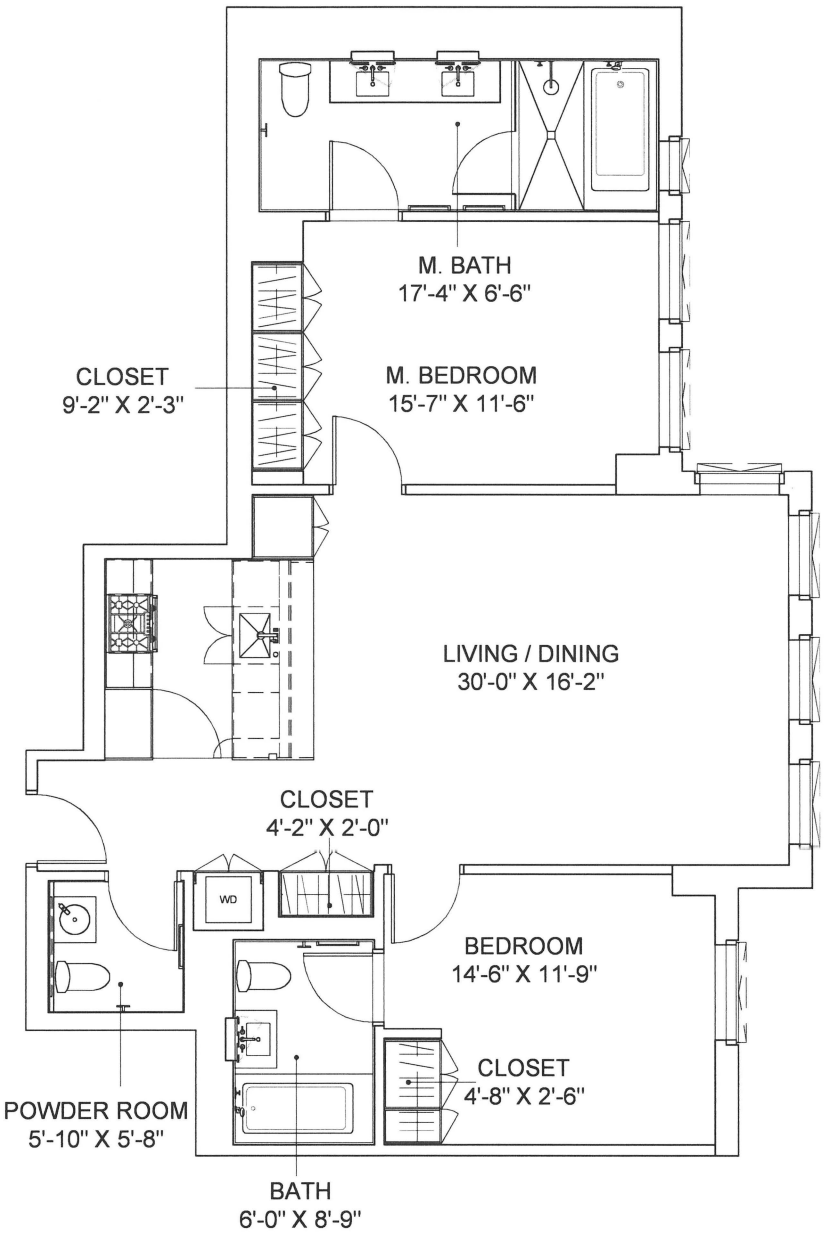


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RESIDENCE 14C
FLOOR 14
2 Bedroom, 2.5 Bath
Approx. Area = 1,302 Sq. Ft.

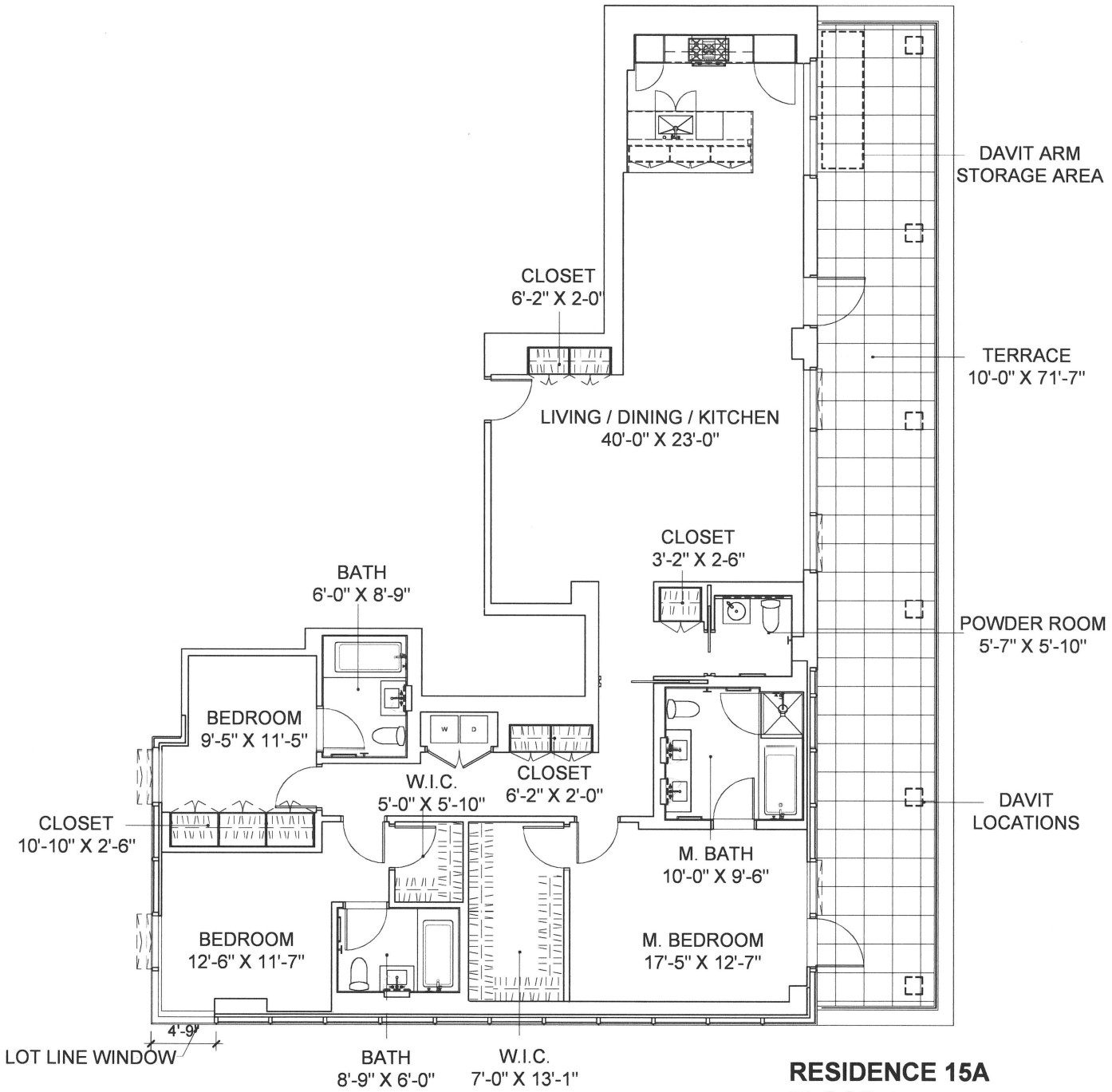


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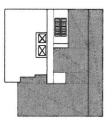


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RESIDENCE 15A
FLOOR 15
3 Bedroom, 3.5 Bath
Approx. Area = 2,209 Sq. Ft.
Outdoor Area = 743 Sq. Ft.

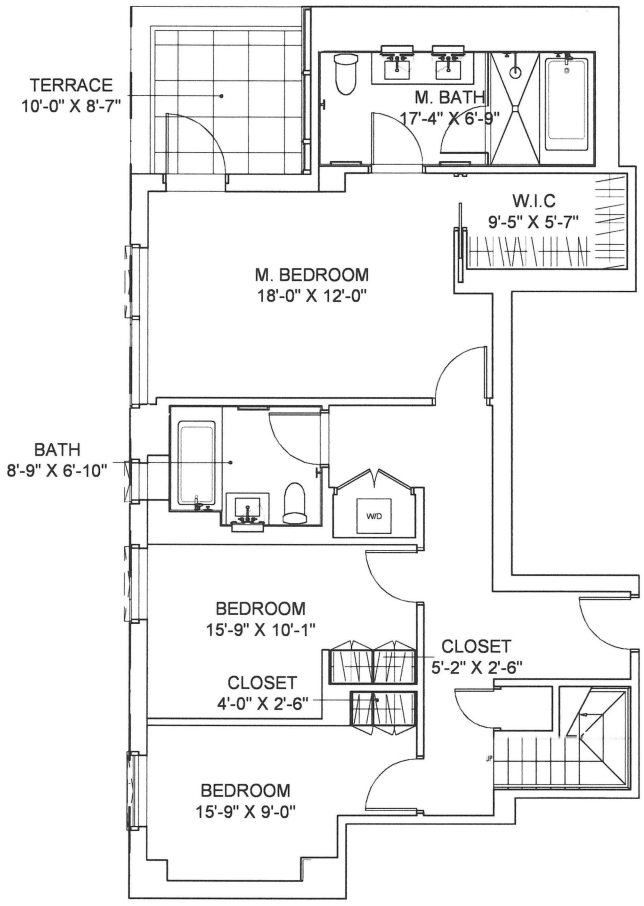


KEY PLAN

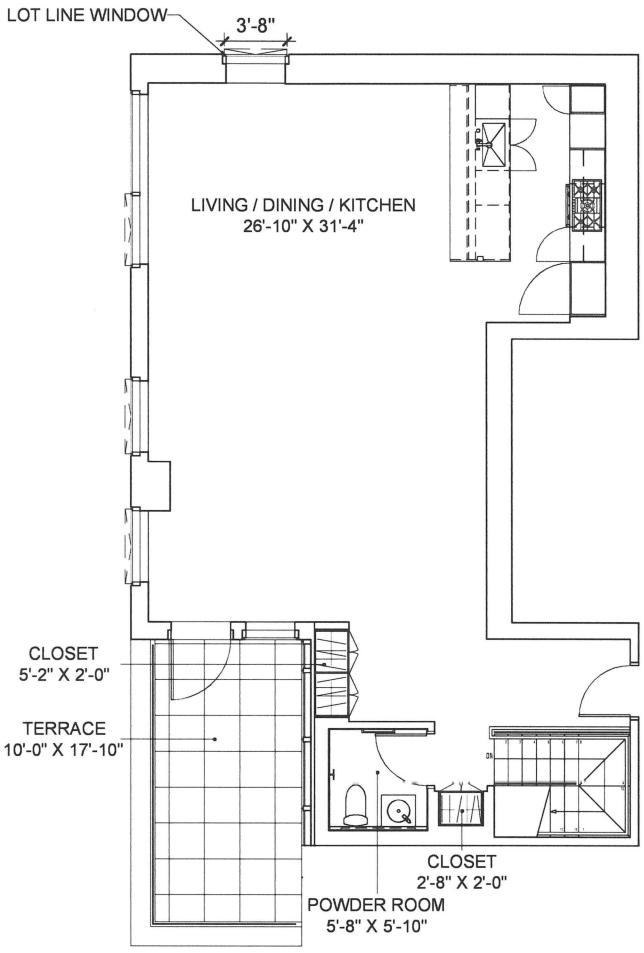


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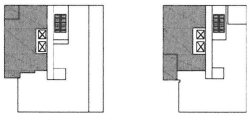
FLOOR 15



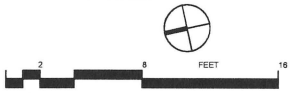
FLOOR 16

RESIDENCE 16A DUPLEX
FLOOR 15
& FLOOR 16

3 Bedroom, 2.5 Bath
Approx. Area = 2,371 Sq. Ft.
Outdoor Area = 275 Sq. Ft.

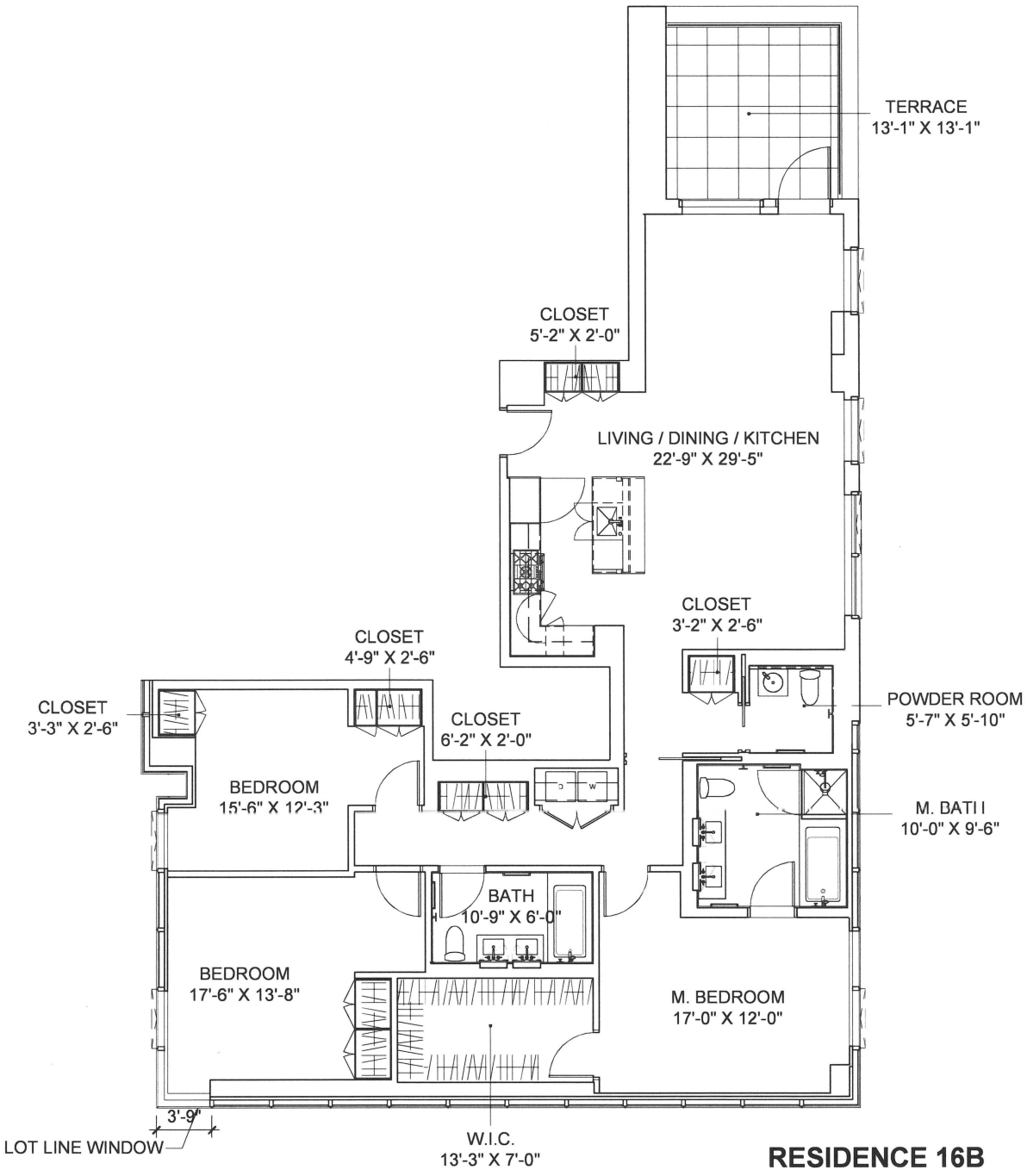


KEY PLAN

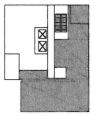


ODA NEW YORK

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



RESIDENCE 16B
FLOOR 16
3 Bedroom, 2.5 Bath
Approx. Area = 2,008 Sq. Ft.
Outdoor Area = 170 Sq. Ft.

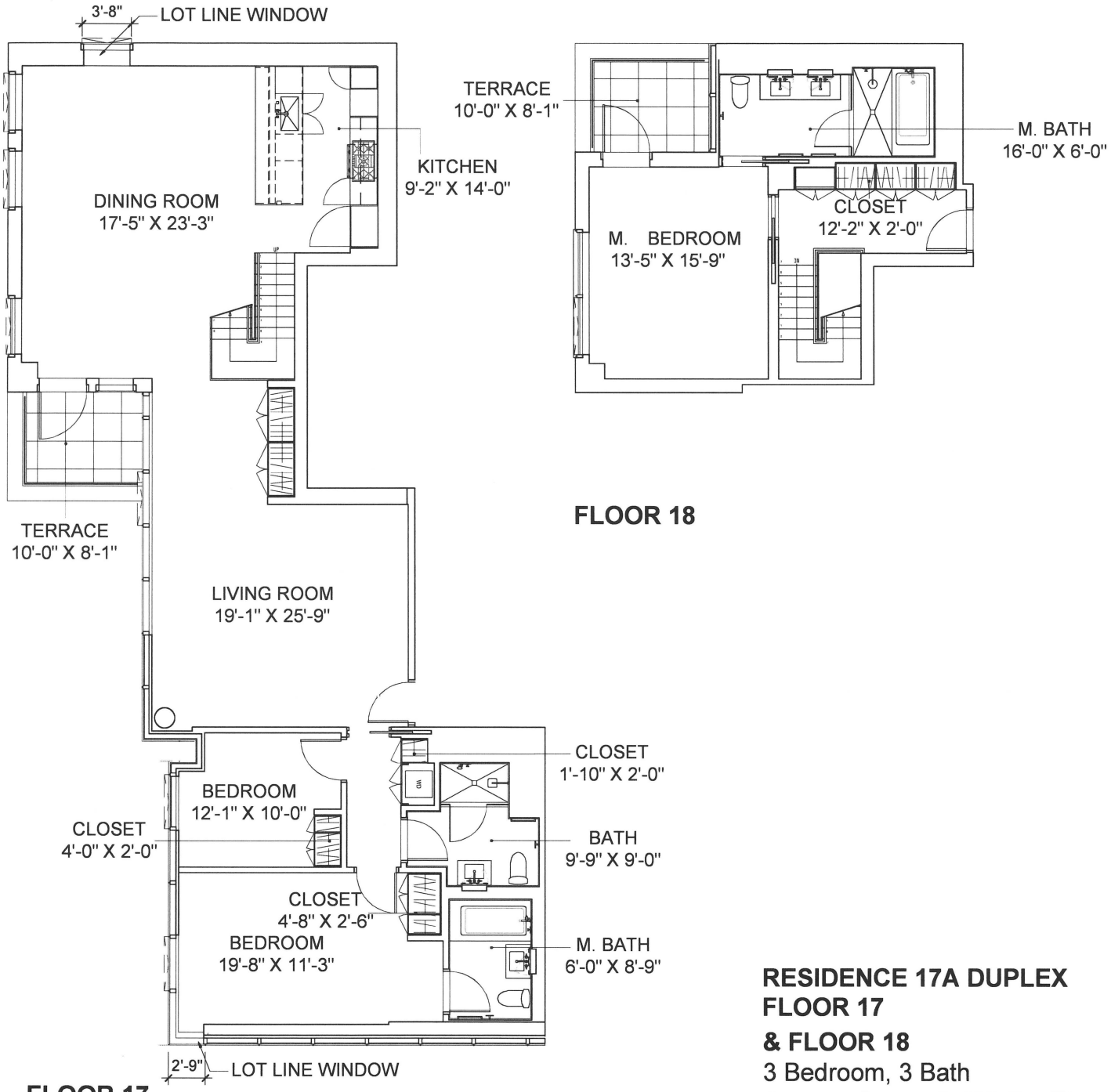


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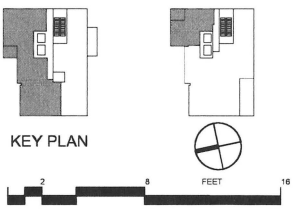
NEW YORK

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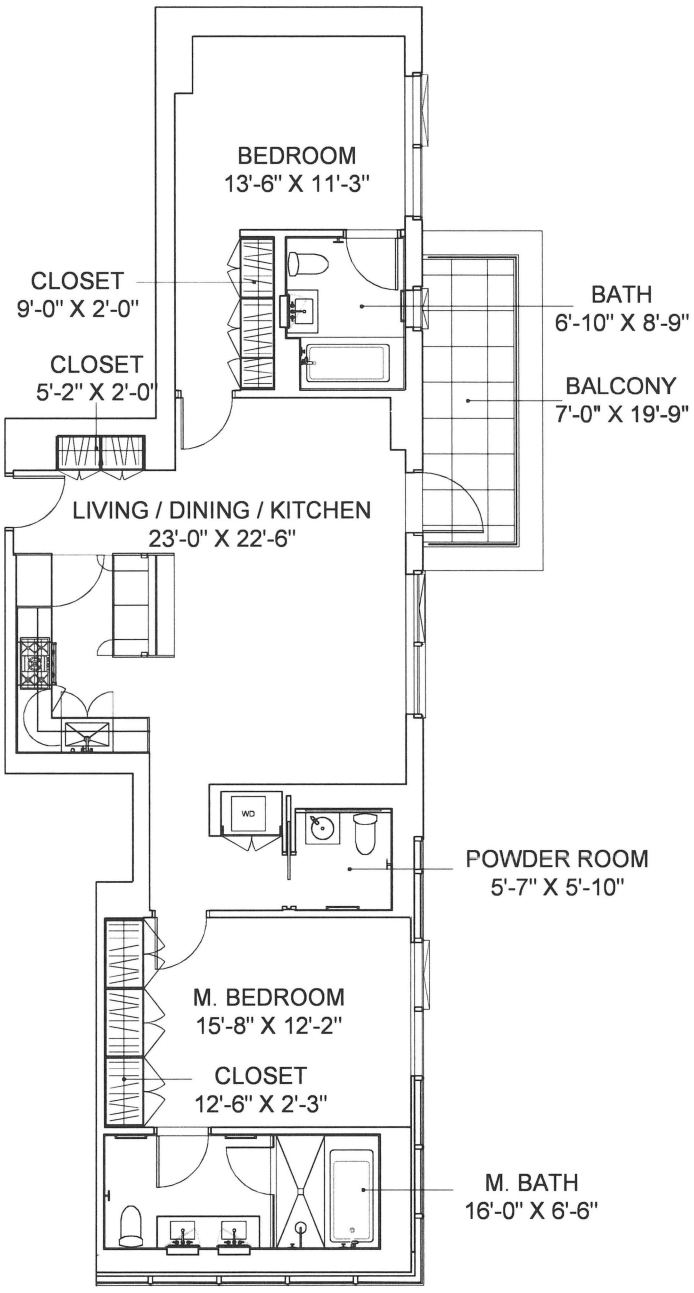
RESIDENCE 17A DUPLEX
FLOOR 17
& FLOOR 18

3 Bedroom, 3 Bath
Approx. Area = 2,432 Sq. Ft.
Outdoor Area = 162 Sq. Ft.



ODA NEW YORK

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RESIDENCE 17B
FLOOR 17
2 Bedroom, 2.5 Bath
Approx. Area = 1,427 Sq. Ft.
Outdoor Area = 138 Sq. Ft.

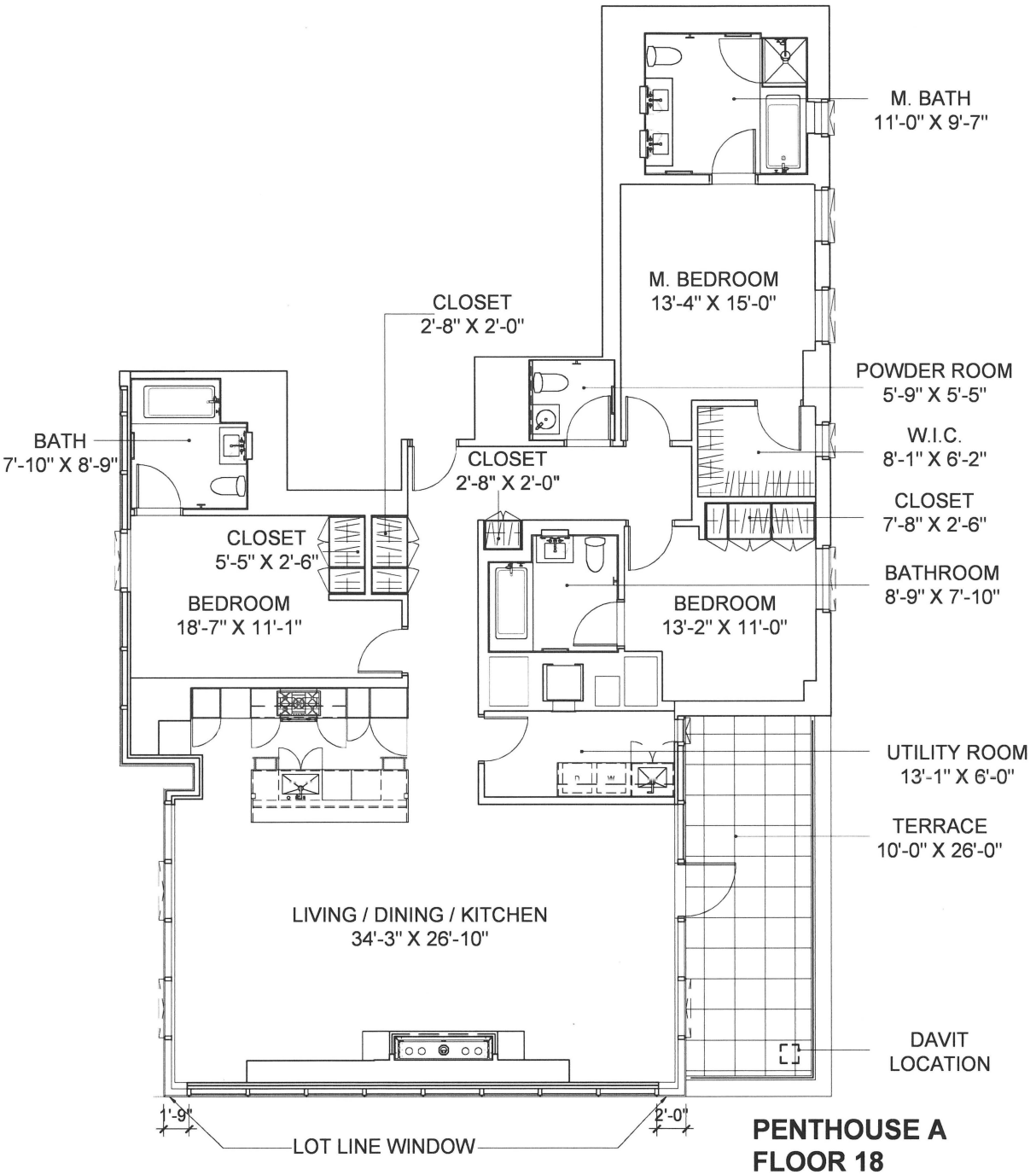


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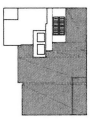


NEW YORK

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PENTHOUSE A
FLOOR 18
3 Bedroom, 3.5 Bath
Approx. Area = 2,382 Sq. Ft.
Outdoor Area = 259 Sq. Ft.

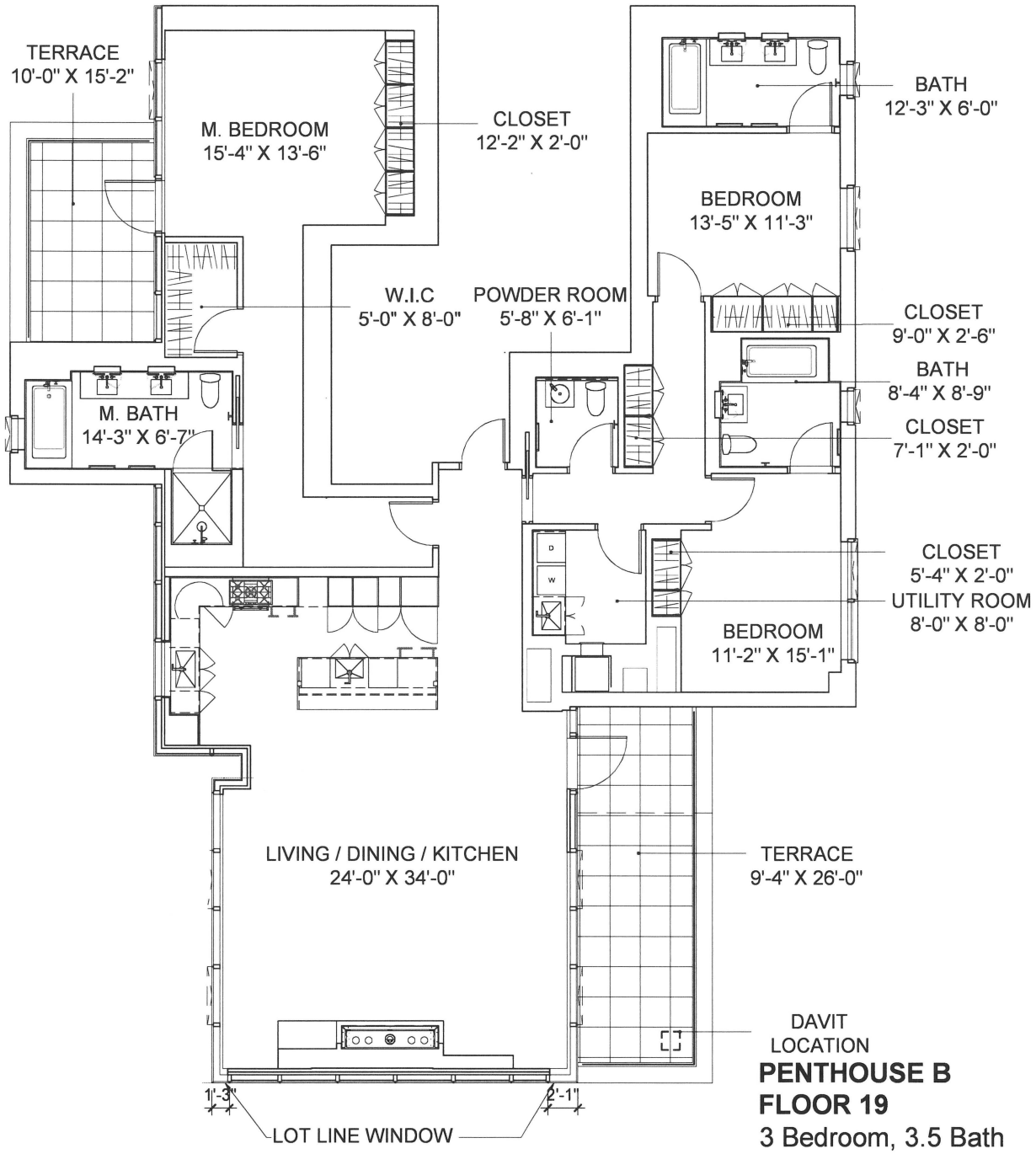


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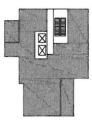
NEW YORK

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.



PENTHOUSE B
FLOOR 19

3 Bedroom, 3.5 Bath
Approx. Area = 2,653 Sq. Ft.
Outdoor Area = 394 Sq. Ft.

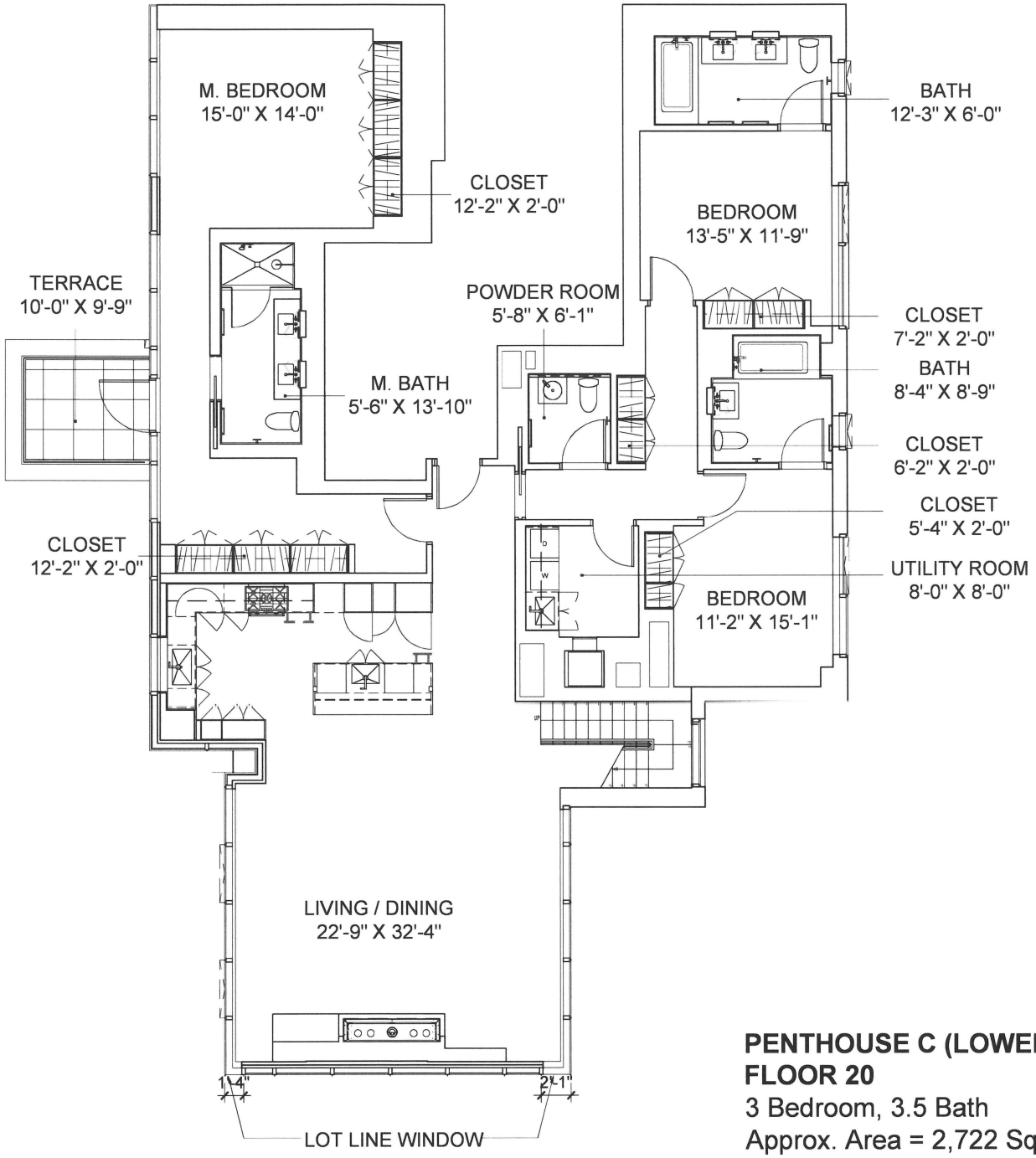


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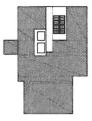


NEW YORK

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PENTHOUSE C (LOWER LV.)
FLOOR 20
3 Bedroom, 3.5 Bath
Approx. Area = 2,722 Sq. Ft.
Outdoor Area = 935 Sq. Ft.

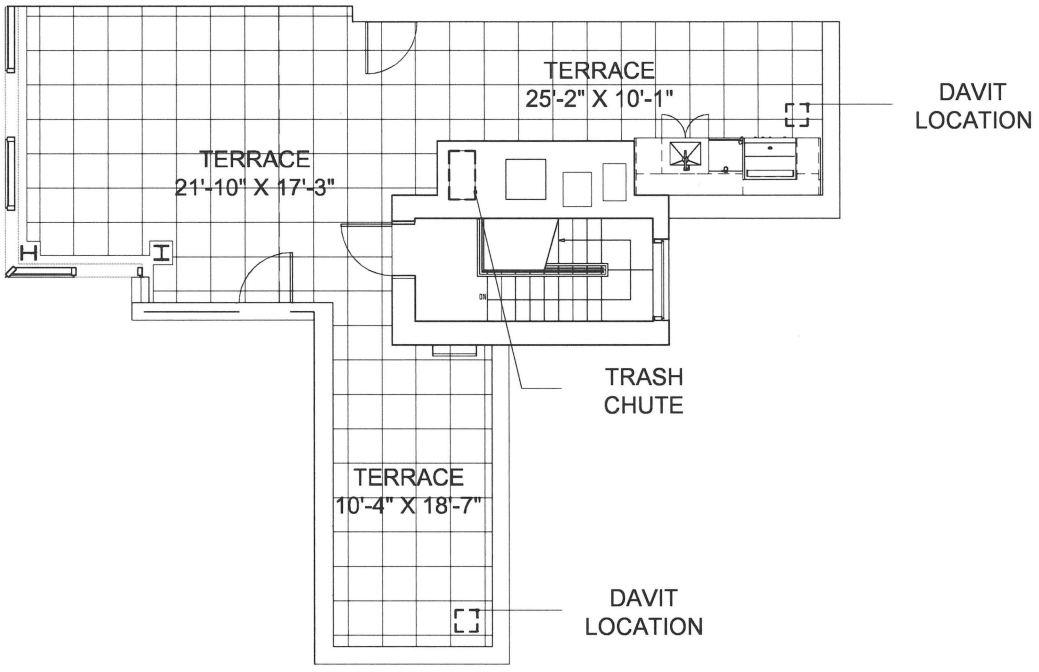


KEY PLAN



NEW YORK

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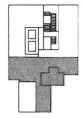


PENTHOUSE C (UPPER LVL)
ROOF

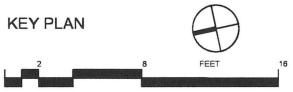
3 Bedroom, 3.5 Bath

Approx. Area = 2,722 Sq. Ft.

Outdoor Area = 935 Sq. Ft.



KEY PLAN



NEW YORK

Note: All dimensions are approximate and subject to normal construction variances and tolerances. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the terms of the Offering Plan. Plans and dimensions may contain minor variations from floor to floor.

DECLARATION

Establishing a Plan for Condominium Ownership of Premises located at 150 East 23rd Street, New York County, City and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: 150 EAST 23RD ST. CONDOMINIUM
Located at 150 East 23rd Street
New York, New York 10010

SPONSOR:

LKH 23rd, LLC
and
154 EAST 23, LLC
2500 Secaucus Road
North Bergen, NJ 07047

DATE OF DECLARATION: _____, 20__.

The land affected by the within instrument lies in Block 878 Formerly Tax Lots 48, 49 and 50 now known as Lot 48 and to be Known as Tax Lots ____ to ____ on the Tax Map of the Borough of Manhattan, County, City and State of New York.

Record and Return:

D'AGOSTINO, LEVINE, LANDESMAN & LEDERMAN, LLP
Attorneys for Sponsor
345 Seventh Avenue, 23rd Floor
New York, New York 10001
(212) 564-9800

Declaration Establishing a Plan for Condominium Ownership of Premises to be known as 150 East 23rd St. Condominium located at 150 East 23rd Street, Borough of Manhattan, County of New York, City and State of New York, Pursuant to Article 9-B of Real Property Law of the State of New York.

LKH 23rd, LLC and 154 EAST 23, LLC, limited liability companies organized and existing under the laws of the State of New York, with offices at 2500 Secaucus Road, North Bergen, New Jersey 07047, hereinafter collectively referred to as the "Sponsor" and/or "Declarant" do hereby declare:

1. **Submission of Property**: Sponsor hereby submits the land hereinafter described, together with the building and improvements thereon erected (the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land or Building, which rights are being reserved by Sponsor for itself and any successors or assigns.

2. **Area and Location of Land**. The land ("Land") has an area of approximately 7,406 square feet and consists of all that certain tracts, plots, pieces and parcels of land situate, lying and being in the County of New York, City and State of New York, more particularly described on Schedule A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple.

3. **Name of Condominium**. The Condominium shall be known as 150 East 23rd St. Condominium.

4. **Description of the Building**. The Sponsor is constructing a new building to be situated at the Property. The new building will be a mixed use commercial/residential building, consisting of twenty (20) designated floors (19 structural floors) plus a cellar level. As shown on the Floor Plans (defined hereinafter), the floors of the Building are designated cellar, first floor, second floor through the twelfth floor, then the fourteenth floor through the twentieth floor. Floors eighteenth through twentieth will also be known as the penthouse levels. Although there is a structural thirteenth floor, there is no designated thirteenth floor in the New Building. All floor references in this Declaration and in the By-Laws of the Condominium, to particular floors of the Building are in accordance with such floor designations. As a result, the elevation of such floors above the twelfth floor may not correspond to similarly designated floors in a typical residential building which has a designated thirteenth floor. Floor numbering in the construction plans for the Building filed with the New York City Department of Buildings include references to construction or structural levels above the twelfth floor which differ from the floor designations as set forth in this Declaration and the By-Laws of the Condominium. Further, pursuant to such designations, the eighteenth through twentieth floors shall be designated as penthouse floors while the main roof level will be comprised of a common

outdoor roof terrace for the exclusive use of all of the Residential Unit Owners, plus mechanical rooms, mechanical equipment, the cooling towers, if any, and other mechanical terrace areas for the Building. Additionally, the second floor of the Building will contain certain recreational amenities, including, but not limited to, an open-air pool and common outdoor terraces, a gym/fitness room, men's and women's locker rooms, a lounge and play room, all of which will be for the exclusive use of all of the Residential Unit Owners.

The newly constructed Building shall be comprised of one (1) commercial unit (the "Commercial Unit") and fifty-one (51) residential units, including a superintendent's apartment (the "Residential Units"), plus other common elements of the Building as defined herein (the "Common Elements"). The Common Elements shall either be for the use of all of the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). The superintendent's apartment (the "Superintendent's Unit") will be located on the 2nd floor of the Building and is designated as Residential Unit 2B and shall be sold to the Board of Managers on behalf of all of the Unit Owners. Prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit as the Superintendent's Unit and the Board of Managers shall purchase whichever Unit is designated by Sponsor to be the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring financing charges on the new purchase price, common charges and real estate taxes, the sum of which exceed the costs of owning Unit 2B as set forth in Schedule B, by more than 25%.

The Commercial Unit will be located on those portions of the first floor and the cellar level of the Building which are not Common Elements. Two (2) Residential Units will be located on the second floor. The third, fourth, fifth, sixth, seventh, eighth, ninth and tenth floors will contain four (4) Residential Units. Three (3) Residential Units will be located on each of floors eleventh, twelfth plus designated floor fourteenth. Designated floors fifteenth and sixteenth contain one (1) Residential Unit on each floor plus one-half of a second duplexed Unit. Designated floor seventeenth shall also contain one (1) Residential Unit plus one-half of a second duplexed Unit located on the eighteenth floor. Other than the one-half upper level of the seventeenth floor duplexed Unit, the three Units on the designated eighteenth, nineteenth and twentieth floors will be known as PHA, PHB and PHC. PHC is a duplexed Unit with space at the main roof level above. As with the other duplexed Units, each level of the Unit is accessed by an internal communicating staircase which is part of the Unit. The Residential Units are one-, two- or three-bedroom Units. Some of the Residential Units have adjacent private terraces or a balcony which are directly accessed from those Units. The private terraces and the balcony shall be Limited Common Elements for the exclusive use of the Unit Owners having direct access thereto. All private terraces or the

balcony adjacent to and directly accessed from a Residential Unit shall have a traffic bearing surface consisting of either concrete or concrete pavers or such other equivalent material.

The Building being newly constructed is projected to be completed by the end of December of 2018. Pursuant to the New York City Building Code, the Class of Construction for the Building is Class 1B (Non-Combustible) construction. A new Certificate of Occupancy will be obtained by the Sponsor upon final completion of the project.

The Building has a cellar level consisting of a part of the Commercial Unit and portions of the Common Elements. The Common Elements located at the cellar level of the Building include a tenant storage/bike room, a laundry room, a common cold storage room, an office for the superintendent, a half bathroom, the elevators and elevator pits for the two (2) passenger elevators located at the central core of the Building, the trash compactor room and chute, the water/sewer/detention room, including a detention tank located therein, a gas meter room, a commercial refuse storage room, the electric meter room, the fire pump room, the telecom room, as well as common service corridors and the fire staircases. Also located at the cellar level is a residential storage room containing twenty-six (26) individual Storage Rooms, which is also a Common Element.

Common Elements located at the first-floor level include the main residential entrance to the Building located on East 23rd Street, the residential lobby, the concierge area, mail area and package rooms, the elevator lobby, the two (2) passenger elevators at the central core of the Building, as well as common service or public corridors and fire staircases. Additionally, there is a service corridor at the northeasterly side of the Building which provides a second means of egress for all of the Units to and from all parts of the Building including the cellar level. This service corridor exits to a street entrance on East 23rd Street.

Common Elements located at the second floor of the Building include a lounge, a play room, a pool equipment room, men's and women's locker rooms, a gym/fitness room, an outdoor open-air swimming pool with adjacent common terraces, all of which shall be Common Elements of the Condominium. The elevators, elevator lobby, refuse room with compactor chute, any mechanical rooms or equipment closets, fire staircases and public corridors on each floor above the first floor are also Common Elements of the Building.

Located at or above the main roof level of the Building, the common outdoor terrace, the two (2) passenger elevators, elevator lobby, cooling towers, if any, mechanical rooms and equipment and/or fans are also Common Elements. Other than the public or common roof terraces, the outdoor open-air pool, the men's and women's locker rooms, the gym/fitness room, the play room and lounge at the second floor, there are no other common recreational areas or facilities at the

Property. Any other roofs of the Building, including, but not limited to, the mechanical terrace areas located at the main roof or other roofs of the Building, are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one or more Unit Owners. Additionally, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the roof terraces described above.

There are two (2) "scissor stair" fire staircases at the Building which run from the cellar level to the main roof of the Building. The Building will have two (2) passenger elevators at the central core of the Building. Both elevators will service substantially all of the floors of the Building from, and including, the cellar, to and including, the main roof of the Building. Both elevators are overhead traction systems. There are no fire escapes at the Building.

The foundation system of the Building consists of drilled caissons down to bedrock with spread footings in areas of shallow bedrock. The Building's superstructure consists of cast-in-place two-way concrete floors on concrete columns and shear walls. The exterior walls will consist of a variety of systems and materials including, but not limited to, a stone panel system, a metal panel system, with either a unitized curtain wall system and/or a concrete shear wall.

There are Lot-Line Windows at Units 6A, 7A, 7C, 8A, 8C, 9A, 9C, 10A, 10C, 11A, 11B, 12A, 12B, 14A, 14B, 15A, 16A, 16B, 17A, PHA, PHB and PHC.

The Lot-Line Windows on the easterly and westerly façades of the Building do not provide the legal light and air required for residential occupancy. The Lot-Line Window declaration included as part of the filings with the NYC Department of Buildings, states that if an adjacent property owner builds a structure which covers the Lot-Line Windows, then they must be closed-up. Legal light and air which is required for the issuance of the certificate of occupancy for the Building, is being provided by the windows on the northerly and southerly façades. The Lot-Line Windows provide supplementary light and air only. The subsequent sealing of these Lot-Line Windows will not affect the validity of the certificate of occupancy. As Lot-Line Windows, the view from such windows may be obstructed or completely blocked in the future if a new building or structure is constructed on an adjoining property.

The roof will consist of a cast-in-place reinforced concrete slab. Rigid insulation will be installed as part of the roofing system and the roof finish shall be concrete pavers.

The Building will have a gas-fired modular boiler plant which will be located in the boiler room at the cellar level of the Building. The boilers will provide hot water for heating. Heating will be provided by heat pumps and fan coil systems located in the Residential Units and certain other common areas of the Building.

Separate hot water heaters will provide domestic hot water for the Residential Units and all the residential common areas.

Air conditioning systems are designed to meet the requirements of the New York City and New York State Codes. The Building's cooling system will be provided by a split multi-heat pump system with condensing units on the roofs. Each Residential Unit shall be provided with ceiling-hung direct expansion fan coil units. Public area air conditioning systems are composed of split heat pump systems and corridors shall be provided with a packaged rooftop gas heat air conditioning unit.

The Commercial Unit Owner shall be responsible for any additional equipment installations necessary to heat and/or air-condition the Commercial Unit or to provide hot water therein but shall have access to, and use of, the cooling towers, if any, for the Building. In the sole discretion of the Sponsor, its designee or the Commercial Unit Owner, such equipment installations may be located in the Commercial Unit and/or other Common Elements of the Building, including, but not limited to, those portions of the roofs of the Building designated for mechanical equipment.

Gas consumption for heat in all of the Units, including supplemental heat for the public corridors, hot water in the Residential Units and Common Elements, gas dryers in the Residential Limited Common Elements and gas consumed in the Common Elements, shall be collectively metered by one (1) or more meters or submeters and shall initially be a Shared Common Expense of all of the Unit Owners. Initially, there will be no direct separate gas service for the Commercial Unit. Gas consumption for heat in all the Units will initially include a minimal amount of gas consumed for heat and hot water in the Commercial Unit prior to it being occupied by a tenant and separately metered or submetered. Notwithstanding anything herein to the contrary, the Commercial Unit Owner shall only be required to pay for its estimated share of the cost of gas consumption for heat and hot water in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. When separate gas service is required in the Commercial Unit, the Commercial Unit Owner or its tenant shall have the right to install, at its sole cost and expense, separate gas service or connect to the existing gas service. However, the Commercial Unit Owner shall also be required to install a separate gas meter or submeter and the gas consumption and cost measured thereby shall thereafter be a Commercial Common Expense of the Commercial Unit Owner only. Further, at the time of the installation of a separate meter or submeter, the Commercial Unit Owner will no longer be required to contribute its estimated share of the cost of gas for heat and hot water which initially was a Shared Expense. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of

gas consumption for heat and hot water in the Residential Units and the Common Elements shall be a Residential Common Expense.

Additionally, gas consumption for cooking and fireplaces shall be collectively metered by one (1) or more meters and shall be a Residential Common Expense of all the Residential Unit Owners.

Each of the Units shall be separately metered or submetered for the consumption and cost of electricity in the respective Unit. A common meter or meters or submeters shall measure the consumption of electricity in the common areas or Common Elements, including the Residential Limited Common Elements and Commercial Limited Common Elements which shall be paid by the Board of Managers as a Residential Common Expense of all of the Residential Unit Owners only. Water and sewer services are provided for by the City of New York. The Residential and Commercial Units in the Building shall be metered or submetered for water usage by one or more meters. The cost of water consumption in all of the Units and in the Common Elements shall initially be a Shared Common Expense of all of the Unit Owners. Water service and all related sewer rents initially include a minimal amount of water consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of water consumption together with all related sewer rents arising therefrom in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of water consumption together with all related sewer rents arising therefrom in the Residential Units and in the Common Elements shall be a Residential Common Expense. Once water consumption in the Commercial Unit is separately metered or submetered, the cost of consumption measured thereby shall be the sole responsibility of the Commercial Unit Owner.

There is a public or common laundry room at the cellar level of the Property. Additionally, the Residential Units will be provided with a laundry closet or laundry room with individual hook-ups for one (1) electric washer and one (1) electric ventless dryer or, at the sole discretion of Sponsor, for one (1) stackable unit which is a combination thereof. The washer and dryer are being supplied by the Sponsor as part of the Offering Plan.

The Building is being constructed in accordance with all applicable zoning and buildings laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements.

5. **The Units.** Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification

thereof: unit designation; tax lot number; percentage interest in the Common Elements; contributing share percentage; approximate square footage area of the Unit and its exclusive Limited Common Elements, if any; location; number of rooms and baths; and the portion of the Common Elements to which the Unit has immediate access. The location of each Unit is more clearly designated on the Floor Plans (as hereinafter defined) and reference should be made thereto for the statement of the location of each Unit.

As shown on the Floor Plans of the Building (the "Floor Plans"), certified by P. Christian Bailey AIA, principal of ODA, Office of Design & Architecture, P.C., Architects, and intended to be filed in the New York County Office of the Register of the City of New York, simultaneously with the recording of this Declaration, the approximate physical dimensions of each Residential Unit consists of the area measured horizontally on one or more floors from the Unit side of the glass or the line of the outside face of the drywall attached to the exterior walls of the Building (concrete columns and mechanical pipes and chases, whether located at the perimeter of the Unit and/or within the Unit, are not deducted for square footage calculations) to the outside face of the drywall or the inside face of the exposed concrete structural member or the inside face of the exposed blockwork of the interior walls and partitions separating the Unit from another Unit, corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements; or to the Unit side of the glass or the line of the outside face of the drywall attached to the opposite exterior walls of the Building. Vertically, each Residential Unit consists of the space on each floor of the Building, if applicable, between the upper face of the concrete floor and the upper face of the drywall ceiling above or where there is no dry wall ceiling, the under face of the concrete floor above. Doors and windows which open from or form a border of a Residential Unit shall be deemed part of the Unit.

As shown on the aforementioned Floor Plans, the Commercial Unit located on a portion of the first floor and a portion of the cellar level of the Building, consists of the area on those levels measured horizontally from the Unit side of the glass or the inside face of the exposed concrete structural member or the exposed blockwork or brickwork of the exterior walls or foundations of the Building, as the case may be, (perimeter concrete columns and perimeter mechanical pipes and chases are not deducted for square footage calculations) to the outside face of the drywall or the inside face of the exposed concrete structural member or the inside face of the exposed blockwork of the interior walls and partitions separating the Unit from another Unit, corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements; or the line of the outside face of the drywall or exposed concrete or blockwork of the opposite exterior walls or foundations of the Building, as the case may be. Vertically, the Commercial Unit consists of the space on those portions of the first floor and on those portions of the cellar level between the upper face of the concrete floor and the upper face of

the drywall ceiling above or where there is no drywall ceiling, the under face of the concrete floor above. Doors and windows, together with any storefront attached and/or adjacent thereto, which open from or form border of the Commercial Unit shall be deemed a part of the Commercial Unit. Further, the two half bathrooms located within the Commercial Unit, as well as the staircase within the Commercial Unit leading from the cellar to the first floor, shall be deemed part of the Commercial Unit.

Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

Any Common Elements located within a Unit will not be considered a part of such Unit.

6. **Common Elements**. The Common Elements of the Condominium consist of the entire Property, including all parts of the Building and improvements thereon other than the Units or unless otherwise specified. Common Elements are comprised of General Common Elements and Limited Common Elements. They include, without limitation, the following:

A. General Common Elements:

(1) The land on which the Building is physically erected, including any rear or side yard areas, if any, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself and any successors or assigns. Yard areas or other areaways at the Property, if any, are not intended for public use except for fire egress purposes and are subject to the easement rights, if any, in favor of the Sponsor or a Sponsor-designee or the Commercial Unit Owner;

(2) At the cellar and first floor levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, supports, and interior bearing walls (except to the extent included below as Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed

block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Commercial Unit from the corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Commercial Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating the Commercial Unit from another subdivided Commercial Unit, or separating the Commercial Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit; fire staircases, stairs, vestibules, if any, or lobbies not within the Commercial Unit; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Commercial Unit is attached; all cellar areas which are not included within the Commercial Unit or which are not specifically designated below as Limited Common Elements;

(3) The electric meter room, the gas meter room, the boiler room, the water/sewer/detention room, including the detention tank located therein, the fire pump room, and the telecom room including any and all related Facilities located in such rooms and located at the cellar level; the gas meters, water meters and electric meters in the cellar level except to the extent included below as Limited Common Elements;

(4) Those portions of the main roofs and/or other roofs of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, if any, cooling towers, if any, any air-conditioning equipment or other related Facilities which service both the Commercial Unit and the Residential Units and/or the General Common Elements;

(5) The boilers, hot water heaters, if any, heating and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(6) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters, if any, heating and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(7) All sewer pipes and drainage pipes;

(8) To the extent they exist, any common tanks, common water towers or tanks, pumps, including, but not limited to, motors, fans, compressors, ducts, siamese connections, and, in general, all apparatus and installations and Facilities existing for common use;

(9) Except as specifically noted, all other apparatus and installations and Facilities existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building;

B. **Limited Common Elements**. The following portions of the Common Elements will be Limited Common Elements which shall be for the exclusive use of either all of the Residential Unit Owners ("Residential Limited Common Elements") or the Commercial Unit Owner ("Commercial Limited Common Elements") or an individual Residential Unit Owner ("Residential Unit Limited Common Elements"):

(1) Residential Limited Common Elements:

(1a) At the second floor through and including the twentieth floor and/or Penthouse levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, and supports, any interior bearing walls (except to the extent included below as Commercial Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Units from the corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing a Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating a Unit from another Unit, or separating a Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire staircases, stairs, vestibules or lobbies not within a Unit, the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roof bulkheads or roof areas which are not for the exclusive use of a particular Unit or which are not specifically designated below as Commercial Limited Common Elements, the use of which shall be at the sole

discretion of the Board of Managers; skylights, if any, other than those directly over Units; sprinkler systems, standpipe systems, or parts thereof installed in common areas of the Building, if any, service corridors, fire corridors, halls, stairs, and stairway areas located beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing a Unit which are not specifically designated below as Commercial Limited Common Elements; storage and utility areas, if any, which are not part of a Unit or which are not specifically designated below as Commercial Limited Common Elements and located beyond the unexposed face of the drywalls or blockwork or concrete work enclosing a Unit; the sidewalks in front of the Building, including any tree, shrubbery, flower or other planting or horticulture tub or box located thereon, subject to an easement in favor of the Commercial Unit Owner for ingress or egress or for any other lawful purpose; the entrances to and exits from the Building located on East 23rd Street;

(1b) The common service or public corridors and fire staircases located at the cellar level and first floor, all of which shall be for the exclusive use of the Residential Unit Owners, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit; and (ii) for fire egress purposes and access and/or egress to or from the Commercial Unit;

(1c) The common public corridors and fire staircase located at the second floor and above at the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

(1d) All passages, hallways, stairs and corridors, all mechanical space, offices, common cold storage room, common laundry room, office for the superintendent, half bathroom, and all other rooms, areas, spaces and other parts of the Building, including, but not limited to, the cellar level, which are not Residential Units or part of the Commercial Unit, Commercial Limited Common Elements or the General Common Elements; but subject to an easement in favor of

the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

(1e) Any residential tenant storage room, including any and all Storage Rooms located therein, located at the cellar level of the Building, which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers. The use of any Storage Room shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(1f) Any residential tenant storage/bike room or rooms located at the cellar level which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers. The use of the tenant storage/bike room or rooms shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(1g) The trash compactor room and trash compactor machinery and related Facilities located at the cellar level of the Building, together with the trash compactor chute located on all floors of the Building, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1h) The two (2) passenger elevators, passenger elevator machinery, its shafts and pits; the elevator bulkhead, together with all Facilities related thereto, located at the main roof of the Building or in the elevator hoistways, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

(1i) The elevator lobby, together with the adjoining trash room and any mechanical rooms or equipment closets, located on each of floors numbered 2 through and including the main roof level; all Facilities related thereto; all of which shall be for the exclusive use

of the all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1j) The main residential entrance, together with its canopy, if any, located on the East 23rd Street side of the Building, the residential lobby together with the adjoining concierge area, elevator lobby, mail and package rooms, all of which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner, or tenants thereof, to the extent required by Law, for fire egress purposes and access and/or egress to or from the Commercial Unit;

(1k) The lounge, play room, men's and women's locker rooms and the gym/fitness room, together with all Facilities related thereto, located at the second floor of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1l) The outdoor open-air pool, pool equipment room located at the second floor of the Building and the common or public roof terraces located at the second floor and main roofs of the Building, including any tree, shrubbery, flower or other planting or horticulture tub or box located thereon, all of which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all equipment servicing the Commercial Unit;

(1m) Those portions of the main roofs or other roofs of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning, ventilation equipment or Facilities which services the Residential Units only, which shall be for the exclusive use of the Residential Unit Owners;

(1n) Any and all roofs of the Building, including, but not limited to, those portions of the roofs which are below the common or public terrace which are for the exclusive use of all of the Residential Unit Owners;

(1o) The boilers, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the

Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1p) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters, if any, heating and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1q) The cooling tower(s), if any, or tanks on the roofs of the Building together with any related Facilities which only service the Residential Units or the residential portions of the Building;

(1r) The residential electric meters and panels, electric closets, feeders, risers and other improvements, residential gas meters, cables, all of which serve the Residential Units and residential portions of the Building exclusively;

(1s) Any and all windows of the Building which are not part of a particular Residential Unit or the Commercial Unit;

(1t) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water, except to the extent that they are designated below as Commercial Limited Common Elements;

(1u) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

(1v) All street vaults, if any, which shall be the exclusive use of all the Residential Unit Owners. To the extent there are any charges for said vault areas, such charges shall be paid by all of the Residential Owners as a Residential Common Expense.

Notwithstanding anything to the contrary in this Paragraph numbered 6, if a Residential Limited Common Element benefits only certain Residential Unit Owners, then the costs of alteration, additional, repair, replacement and restoration thereto shall be borne solely by those Residential Unit Owners who benefit from the Residential Limited Common Element in the proportion that the Common Interest of each benefitting Residential Unit Owner bears to the Common Interests of all benefitting Residential Unit Owners. In addition, except

as otherwise provided in Article VI, Section 10 of the By-Laws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair of any such Residential Limited Common Element at their sole cost and expense.

(2) Commercial Limited Common Elements:

(2a) Those portions of the main roof or other roofs of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning, ventilation equipment or Facilities which service the Commercial Unit, which shall be for the exclusive use of the Commercial Unit Owner;

(2b) All columns, girders, floor slabs and concrete ceilings, beams, and supports and interior bearing walls located within the Commercial Unit or separating the Commercial Unit from a Residential Unit or the residential portions of the Building;

(2c) Commercial electric meter(s), separate cold water meter(s), gas meter(s) and other utility meters (if any) servicing or available for the exclusive use of the Commercial Unit;

(2d) The Commercial Unit Owner will have a dedicated riser or a portion of another riser from the first floor of the Building to the roof of the elevator bulkhead or other roof bulkhead, where a satellite dish may be located. The riser or portion of another riser and satellite dish, if any, will be a Limited Common Element for the exclusive use of the Commercial Unit Owner and/or any tenant or occupant of the Commercial Unit;

(2e) The refuse storage room adjacent to the Commercial Unit at the cellar level;

(2f) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service the Commercial Unit only;

(2g) All remaining improvements, installations, apparatus or Facilities exclusively serving the Commercial Unit or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Unit.

(3) Residential Unit Limited Common Elements:

(3a) The skylights, if any, existing or installed at some future date, that are directly above any Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(3b) Any fireplace, together with any flue and/or ductwork attached thereto, whether gas-fired or wood-burning, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner;

(3c) The private roof terraces, together with any fencing delineating such roof area, or balcony, which are adjacent to or directly accessed from a particular Residential Unit, as delineated on the Floor Plans. Nonstructural, ordinary repairs and maintenance of the private roof terraces, together with any fencing which delineates such roof area, or balcony, shall be the responsibility of the individual Unit Owner(s) who have the exclusive use thereof;

(3d) If applicable to a Residential Unit, the individual residential Storage Room located at the cellar level of the Building which shall be for the exclusive use of such Unit Owner. Non-structural, ordinary repairs and maintenance of the individual Storage Room shall be the responsibility of the individual Residential Unit owner who has exclusive use thereof. The use of any Storage Room shall be subject to any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

Notwithstanding anything to the contrary in this Paragraph numbered 6, since a Residential Unit Limited Common Element benefits only a particular Residential Unit Owner, the costs of alteration, additional, repair, replacement and restoration thereto shall be borne solely by the Residential Unit Owner who benefits from the Residential Unit Limited Common Element. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, such Residential Unit Owner shall be responsible for the normal operation, maintenance and repair of any such Residential Unit Limited Common Element at their sole cost and expense.

7. **Use of Units**. Subject to compliance with the By-Laws of the Condominium, each of the Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to

such professional use is obtained. Notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one or more Units for use as models, sales and/or production offices in connection with the sale or rental of the Units.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

The Commercial Unit may be used for commercial purposes, including, but not limited to, retail and restaurant uses, or for any other lawful purpose. No sale, lease or sublease or use of all or any portion of the Commercial Unit shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of the Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's Certificate of Occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or a Commercial Unit Owner, as applicable.

8. **The Commercial Unit**. The Commercial Unit shall be located on a portion of the cellar level and a portion of the first floor.

The Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Condominium, Board of Managers or the Managing Agent, to sell or lease the Commercial Unit, or any part thereof, without the Board of Managers having any right of first refusal to purchase or lease such Unit, and all sale and/or rental proceeds shall belong solely to the Commercial Unit Owner.

The Board of Managers shall be obligated to permit the Commercial Unit Owner, at such Unit Owner's sole cost and expense, to install and use additional equipment in the risers and conduits serving the Building, provided the

Commercial Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

The Board of Managers does not have the right to (i) approve any change in the use of the Commercial Unit or any part thereof or (ii) to apply for or cause any amendment to the Building's Certificate of Occupancy to authorize a different use of the Commercial Unit except at the request of the Commercial Unit Owner. The Commercial Unit Owner shall have the right, without obtaining the consent of the Board of Managers or the Residential Unit Owners or mortgagees of Units other than the affected Commercial Unit, to subdivide the Commercial Unit into two or more Commercial Units and to reallocate the Common Interest of the Commercial Unit among the newly established Commercial Units in proportion to their respective floor areas. Such subdivision must be reflected in a duly recorded amendment to the Declaration filed by the new Unit Owners. Under no circumstances will the Common Interest of any Residential Unit Owner be changed as a result of such subdivision or will the aggregate Common Interest for the new Units be greater than the Common Interest for the original Units. If the Commercial Unit is so subdivided, the Owner or Owners thereof shall have the right, without obtaining the consent of the Board of Managers, Residential Unit Owners, or mortgagees of Units other than the affected Commercial Unit, to thereafter change the size, layout, use, and/or number of the respective Commercial Units under the same terms, conditions and restrictions as those imposed on the original Commercial Unit Owner.

At the request of the Sponsor, a Sponsor-designee or the Unit Owner of the Commercial Unit, the Board of Managers will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, repair or subdivision of such Unit or operation or use of the Commercial Unit, at which time, the requesting party shall indemnify and hold the Board of Managers of the Condominium and the other Unit Owners harmless from any expense or liability by virtue of the execution of the application or such other documents.

The Owner of the Commercial Unit, and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation, and without the consent of the Board of Managers to install, repair and maintain either within or in the immediate location of the Commercial Unit below the windows at the second floor level and on the sidewalk adjacent to the Commercial Unit's entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes. Additionally, the Owner of the Commercial Unit, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without the consent of the Board

of Managers to install, or erect, repair and maintain in the immediate location of the Commercial Unit below the windows at the second floor level, but not to interfere with the entrance of any other Unit, (i) a canopy and/or awning for advertising or identification purposes, and (ii) an automatic teller machine ("ATM") which shall be used in conjunction with the use of the Commercial Unit. Such Unit Owner and any tenant of space in such Unit shall comply with all of the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or its tenant shall obtain and pay for all permits required for such signs, ATM, canopies and/or awnings and/or any necessary renewal fees related thereto.

The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, and provided that such installation is feasible without a material adverse physical effect on other Units, shall have the right, without charge or limitation and without consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install a flue which will be sized for possible restaurant or commercial grade kitchen use in or on the common areas of the Building and such flue may run from the cellar or first floor level through the main roofs or some other point in the Building where it will terminate in accordance with the NYC Building Code. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use said flue for any lawful purpose and in conjunction with the use of the Commercial Unit.

The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install in the Commercial Unit additional elevators, escalators, staircases and/or other mechanical equipment which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installation will comply with all applicable law, ordinances or building codes.

The Sponsor, designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without consent of the Board of Managers, any Unit Owner or mortgagee thereof, to replace all or any portion of the sidewalks, including, but not limited to, any planting and/or planters located thereon (hereinafter, the "Commercial Sidewalks"), which are directly in front of any portion of the Commercial Unit. However, any

replacement of the Commercial Sidewalks must be an installation which is equal to or better than the Commercial Sidewalks as originally set forth in the approved Alteration or New Building Plans for the Building. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall also have an easement, without charge or limitation, to use the Commercial Sidewalks for any lawful purpose and in conjunction with the use of the Commercial Unit.

In the event that the Sponsor, Sponsor's designee and/or the Commercial Unit Owner purchases or leases an adjoining or neighboring property or properties which is/are adjacent to the Commercial Unit, then, in such event, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have an easement in, on and over the Common Elements and the right, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to physically connect the Commercial Unit at any and all levels of the Commercial Unit to the adjoining or neighboring property or properties that have been purchased or leased. Such connection and all such installations related thereto will comply with all applicable law, ordinances or building codes and will not affect the structural integrity of the Building.

In the event of a dispute between the Sponsor, its designee, the Commercial Unit Owner and the Condominium as to any issue relating to the Commercial Unit, the Sponsor, its designee, the Commercial Unit Owner or any tenant of the Commercial Unit Owner and the Condominium, at the sole option of the Sponsor, its designee, or the Commercial Unit Owner only, the Board of Manager and the Condominium shall be obligated to arbitrate, on an expedited basis, the dispute pursuant to the provisions of Article XV of the By-Laws of the Condominium. The decision of the arbitrator shall be final and binding. In the event that the Sponsor, its designee or the Commercial Unit Owner elects not to arbitrate, the Sponsor, its designee or the Commercial Unit Owner and the Board of Managers of the Condominium on behalf of all of the Residential Unit Owners may exercise all remedies available to them in equity and at law.

9. **Determination of Percentages in Common Elements**. The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

10. **Encroachments**. If any portion of the Common Elements now encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of

the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings; a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

10a. **Maintenance and Operation of Internal Drains.**

A. Pursuant to the requirements of all applicable laws, ordinances and/or building codes, each Unit Owner, together with the Condominium, shall be responsible for the maintenance and operation of the internal drains within the Property which are Common Elements ("Internal Drains"). The cost of such maintenance and operation shall be a Shared Common Expense of all the Unit Owners.

B. Any charge or assessment for said maintenance and operation of the Internal Drains shall be a charge upon the Land or Unit against which the same are made and shall be a continuing lien upon the Land or Unit so charged or assessed. In addition such charge or assessment shall be the personal obligation of the record owner of such Land or Unit against which the same is made.

C. The Sponsor and/or Condominium and each Unit Owner thereof shall keep the Internal Drains wholly within the boundary lines of the Property, and its point of exit from the Property shall not be altered.

D. The Sponsor and/or Condominium and each and every Unit Owner thereof shall maintain the Internal Drains at all times throughout the life of the Condominium and Property. They shall be responsible for the abatement of any nuisance due to the use of the Internal Drains that would have an adverse effect on the health, safety and welfare of the City and State of New York.

E. The Sponsor shall insure that the utilization of the Internal Drains for the conveyance of the sanitary flow is to be designed as to size, shape, slope and velocity to have sufficient capacity to take the estimated peak sanitary flow from the Property.

F. The Sponsor and/or Condominium and each and every Unit Owner thereof, shall utilize the Internal Drains in such a manner, that it will not in any way have an adverse effect on the City of New York's complete or pending sanitary and storm water drainage plans for the tributary drainage area or the separate sewer outlets.

11. **Easements.**

A. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to all General Common Elements, to each Unit and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained within a particular Unit or elsewhere in the Building. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit and in favor of other Units and the Common Elements.

B. The Sponsor and its designees, their successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across the Property for (i) construction, installation and development thereon of recreation facilities, if any, and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, flues, cables, wires, storm drainage facilities, water, sewer and other utility lines for the benefit of the recreation facilities, if any, and (ii) construction and installation of, whether on the interior or exterior of the Building, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables necessary for the use of its Units, and (iii) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

C. The Sponsor, its designees and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the Offering Plan for the Property, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and (ii) reserve the right to establish, grant and create easements for any additional underground, exterior wall mounted, or roof-

top electric transformer, amplifier, gas, cable television, telephone, satellite, telecommunication equipment, water, storm drainage, sewer or other utility lines or services and appurtenances in, under, over and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility or equipment easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Sponsor or designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner, or the residents of any property adjacent to the Property, or users of the recreation facilities, if any, provided that such additional utilities or equipment or the relocation of existing utilities or equipment will not prevent or unreasonably interfere with the use of the Residential Units for dwelling purposes or home occupation purposes and the Commercial Unit for the permitted uses therein. Any utility company or service company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right of access is exercised in such a manner as to not unreasonably interfere with the use of the Units.

D. The Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation, to install, repair and maintain either within or in the immediate location of the Commercial Unit below the windows at the second floor level, or on the sidewalk adjacent to the Commercial Unit's entrance or entrances, a sign or signs which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes and shall have an easement to use any adjacent sidewalk in conjunction with its use of the Unit to the extent permitted by law. Additionally, the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation, and without the consent of the Board of Managers, to erect or install, repair and maintain, (i) a canopy and/or awning and/or (ii) an automatic teller machine ("ATM") in the immediate location of the Commercial Unit below the windows at the second floor, but not to interfere with the entrance of any other Unit. Such Unit Owner and any tenant of space in the Unit shall comply with all of the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation

Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Unit Owner or its tenants shall obtain and pay for all permits required for such signs, ATM, canopies and/or awnings and any necessary renewal fees related thereto.

E. The Sponsor, its designee and/or the Commercial Unit Owner, and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, and provided such installation is feasible without a material adverse physical effect on other Units, shall have the right, and an easement, without charge or limitation, and without the consent of the Board of Managers, to install, to use, to repair and to maintain a flue which will be sized for possible restaurant or commercial grade kitchen use in a Commercial Unit and which may be installed in or on the common areas of the Building by Sponsor or its designee or the Commercial Unit Owner; said flue shall run from the cellar or first floor level through the main roofs or some other point in the Building where it will terminate in accordance with the NYC Building Code.

F. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install in the Commercial Unit additional elevators, escalators, staircases and/or other mechanical equipment which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installation will comply with all applicable law, ordinances or building codes.

G. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use all or any portion of the sidewalks, including, but not limited to, any plantings and/or planters located thereon, which are directly in front of the Commercial Unit for any lawful purpose and in conjunction with the use of the Commercial Unit.

H. In the event that the Sponsor, Sponsor's designee and/or the Commercial Unit Owner purchases or leases an adjoining or neighboring property or properties which is/are adjacent to the Commercial Unit, then, in such event, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have an easement in, on and over the Common Elements and the right, without charge or limitation and

without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to physically connect the Commercial Unit at any and all levels of the Commercial Unit to the adjoining or neighboring property or properties that have been purchased or leased. Such connection and all such installations related thereto will comply with all applicable law, ordinances or building codes and will not affect the structural integrity of the Building.

I. All Unit Owners, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the service entrances to the Building and through the public staircase in, on, over and across the main roofs or other applicable roofs of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including but not limited to, air-conditioning equipment, located on such roofs of the Building which services one or more of the Units.

J. A Commercial Unit Owner, its servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the entrances to the Building and through the public staircase in, on, over and across the cellar or other common areas of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including but not limited to, heating, air-conditioning and/or boiler equipment, if any, located in the cellar or roof level mechanical rooms or the boiler room of the Building and which service the Commercial Unit.

K. Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use the Building's common electricity, water and other utility services and facilities with the cost thereof being a Common Expense paid by all Unit Owners as part of their Common Charges; (v) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, and (vi) erect and maintain hoists, sidewalk

sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

L. Sponsor and its designee(s) shall have the right, while Sponsor or its designee owns at least one Unsold Unit but in no event later than the fifth (5th) anniversary of the First Unit Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units). Such activities will result in excess traffic and noise in the Building, and may interfere with owner-occupants' enjoyment of the Building.

M. The Board of Managers, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the service entrances to the Building and through the public staircase in, on, over and across the Residential Units, Residential Limited Common Elements, Residential Unit Limited Common Elements and General Common Elements, including, but not limited to, the main roofs or other applicable roofs of the Building and private terraces, for the sole purpose of maintaining, cleaning, repairing and/or replacing (i) any windows of the Building; (ii) the exterior facade of the Building; and (iii) any mechanical equipment, including but not limited to, air-conditioning equipment and/or window washing equipment, located on such roofs of the Building which services or is for the benefit of one or more of the Units. Such easement in favor of the Board of Managers, their servicemen, consultants and/or repairmen, shall include the right to temporarily remove any fencing or other improvements located on and/or which demarcate any such roof areas.

N. In addition, each Unit shall have an easement for the exclusive use, alone or in common with one or more other specified Units, of its Limited Common Elements.

O. The user of any easement granted by subparagraphs B, C, D, E, F, G, H, I, J, K, L, M, N and O of this Paragraph 11 shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Board of Managers for any easement granted herein.

12. **Power of Attorney to Board of Managers**. Each Unit Owner, their successors assigns and/or heirs, shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, and to convey, sell, lease, mortgage (but

not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Unit so leased by the Board of Managers. Each Unit Owner, their successor, assigns and/or heirs, shall also grant to the Sponsor or its designee or the Commercial Unit Owner, an irrevocable power of attorney, coupled with an interest, to exercise Sponsor's or Sponsor designee's or the Commercial Unit Owner's rights hereunder, including but not limited to, the Sponsor's or Sponsor designee's rights set forth in Paragraph numbered 20 hereinafter. The Form of Power of Attorney to the Board of Managers and Sponsor is attached hereto as Exhibit D.

13. **Acquisition of Units by Board of Managers**. In the event any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements, general and limited, appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium; (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

14. **Person to Receive Service**. For the period during which Sponsor is in control of the Board of Managers, LKH 23rd, LLC and/or 154 East 23, LLC with offices at 2500 Secaucus Road, North Bergen, New Jersey 07047, are hereby designated to receive notice of process in any action which may be brought against the Condominium. After Sponsor relinquishes control of the Board of Managers notice of process in any action which may be brought against the Condominium shall be served on the President of the Condominium at the Office of the Condominium, at 150 East 23rd Street, New York, New York 10010. In addition, the Secretary of State of the State of New York, as agent of the Board of Managers, and any successor to the jurisdiction thereof, is hereby designated to receive service of process in any action that may be brought against the Condominium.

15. **Units Subject to Declaration, By-Laws and Rules and Regulations**. All present and future Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The initial By-Laws of the Condominium are attached hereto as Exhibit E. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. **Amendment to Declaration**. This Declaration may be amended, modified, added to or deleted from by the vote of at least sixty-seven percent (67%) in number and in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved, in writing by sixty-seven percent (67%) in number and in Common Interest of all Unit Owners, provided, however:

    (a) No amendment, modification, addition or deletion which shall adversely affect the lien of any mortgage may be made without the written consent of the mortgagee;

    (b) No amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which shall increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagee(s) of such Unit, or Units, if any;

    (c) No amendment, modification, addition or deletion of or to this Declaration will be effective in any respect against Sponsor, its designee, the Commercial Unit Owner, the Commercial Unit or any Unsold Unit until Sponsor or such designee, or the Commercial Unit Owner, as the case may be, shall consent thereto in writing.

    The Sponsor hereby reserves to itself and its designee(s) the right to amend the Condominium Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of (i) filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans, the verified statement of a registered architect or licensed professional engineer certifying that

the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 330-p; and/or (ii) conforming the Declaration to the requirements of applicable state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not limited to, HUD Revised Legal Policy which is attached as appendix 24 of HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency, to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing.

No such amendment shall be effective until recorded in the New York County Office of the Register of the City of New York.

17. **Changes in Unsold Units and the Commercial Unit**. For any Unit owned by the Sponsor or its designee(s) or the Commercial Unit Owner, if not prohibited by the New York Condominium Act (as the same may be amended), the Sponsor or its designee(s) or the Commercial Unit Owner (with respect to the Commercial Unit) shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to (i) make alterations, additions, or improvements in, to and upon the Unit; (ii) change the layout or number of rooms in the Unit; (iii) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and (iv) reapportion among such Unit(s) affected by such change in size or number, subdivision, combination or alteration, their appurtenant interests in the Common Elements; provided, however, that the Sponsor or its designee(s) or the Commercial Unit Owner shall comply with all rules, ordinances and regulations of all governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

In connection with the foregoing as it relates to the (i) Unsold Units and (ii) the Commercial Unit, respectively, the Sponsor, its designee or the Commercial Unit Owner, respectively, shall cause the Declaration to be amended, if necessary. Sponsor, its designee or the Commercial Unit Owner, as applicable, shall have the right pursuant to the Powers of Attorney granted by Unit Owners to amend and record any amendment to the Declaration on behalf of the Condominium and all Unit Owners as required to reflect the foregoing without any further consent of the Condominium Board, Unit Owners or Permitted Mortgagees. Sponsor, its designee or the Commercial Unit Owner, as applicable, shall each have the right, upon its request, to require any other Unit Owners or the Condominium Board or

its officers to execute, file and/or record any amendment to the Declaration, together with any application, documents or instruments as they deem appropriate to effectuate the same, or any application, documents or instruments required by any governmental or quasi governmental agency having or asserting jurisdiction in connection with the foregoing, or any application, documents or instruments necessary in connection with any change, addition, decoration, alteration, improvement, repair or subdivision of any Units owned by said parties or any operation of any Unit owned by said parties, at which time, the requesting party shall indemnify and hold the Condominium Board and the other Unit Owners and Sponsor or its designee harmless from any expense or liability by virtue of the execution of any of such applications, document or instruments. As an alternative, Sponsor, its designees or the Commercial Unit Owner, as applicable shall have the right pursuant to the Powers of Attorney granted by Unit Owners to execute, file and/or record any such applications, documents or instruments on behalf of the Condominium Board and all Unit Owners. For purposes of recording any amendment to the Declaration or executing, filing or recording any applications, documents or instruments, Sponsor, its designee and the Commercial Unit Owner may rely on the authority contained in the Power of Attorney and no further consent of the Board or the Unit Owners or Permitted Mortgagees is required.

In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all Unit Owners affected. Written consents will be obtained from Unit Owners, if any, who are adversely and directly affected as a result of the above changes. The provisions of this paragraph 17 may not be added to, amended or deleted without the prior written consent of the Sponsor or its designees(s) or the Commercial Unit Owner.

Unit Owners in the Condominium hold title to their respective Units subject to the benefits, rights, privileges, easements, burdens, covenants, and restrictions as described herein, in the By-Laws of the Condominium and any agreement of record recorded prior or subsequent to this Declaration.

Additionally, and notwithstanding its effect on the Common Elements, Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify Storage Rooms and/or all of the individual Storage Rooms in its sole discretion in order to sell and/or assign any of the Storage Room Licenses and to increase the number of Storage Rooms.

18. **Invalidity.**

(a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case

may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under the other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act.

(b) Subject to the terms of paragraph (a) of this clause 18, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration or the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

19. **Termination of Condominium**. The Condominium may be terminated by casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners that own not less than eighty percent (80%) in number and in Common Interest of the Units and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated. Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion

to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit, in the order of priority of such liens.

20. **Sponsor's Retention of Transferable Air Rights and/or Development Rights.**

(a) As against all other Unit Owners, their successors, assigns and/or heirs, and the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor, its successors and assigns, shall have the exclusive right to cause any part or all unused transferable air rights and/or development rights pertaining to the Property, which Sponsor is herein reserving for itself, its successors and assigns, to be conveyed, transferred or otherwise assigned to any other premises, "zoning lot," "development" or "enlargement" as those prior three terms are now defined in the Zoning Resolution of the City of New York, as amended, and Sponsor hereby binds itself, its successors and assigns from transferring, assigning, or surrendering in whole or in part any transferable air rights and/or development rights, if such transfer, assignment or surrender shall make illegal the erection, existing or restoration or use of the Building at the time of the recordation of this Declaration or as will allow any party, including Sponsor as the holder of Unsold Units, to build on or directly above the land and/or expand the Building, except the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers, and in the event, any construction shall be made only in accordance with the Condominium's Declaration and By-Laws. As defined herein, "transferable air rights and/or development rights" shall include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution.

(b) The Sponsor, its successors and assigns, herein have the right to cause the Board of Managers and all of the Unit Owners to take such action and execute, acknowledge, deliver and record, at the sole cost and expense of Sponsor, and/or its successors and assigns, in the Register's Office of the County of New York in the City of New York and elsewhere, if required by law, such instruments and documents, including, but not limited to (i) lease(s), zoning lot agreement(s), declaration(s), and/or grant(s) of such Unit Owner's and such Board's interests, if any, in the Property with respect only to any transferable air rights and/or development rights for the purpose of confirming the ownership of Sponsor and/or its successors and assigns in such rights and/or for the purpose of effectuating the transfer, assignment or surrender of such rights by Sponsor and/or its successors and assigns; (ii) any amendment to this Declaration which the

Sponsor and/or its successors and assigns deems necessary or appropriate to effectuate its rights under and the purposes of this Paragraph 20.

(c) Based upon the approved New Building Plans for the construction of the Building, as of the date of filing of the Offering Plan for the property, there are approximately 695.5 square feet of transferable air rights and/or development rights.

(d) Failure of the Unit Owners and Board of Managers to comply with the terms of this Paragraph 20 shall result in liquidated damages payable by the Board of Managers to the Sponsor, and/or its successors and assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor and/or its successors and assigns for the transfer, assignment or surrender of such transferable air rights and/or development rights.

(e) If any provision that is necessary to effectuate the purposes of this Paragraph 20 is missing, then such provision shall be deemed included as part of paragraph 20, including, but not limited to, any provision required by law to limit the reservation of the contingent rights as set forth herein. Any term of limitation, if required to be measured, may be determined by the use of the life of Sponsor, any principal thereof or the children of any principal thereof plus 21 years.

21. **Common Expense**. Common Expenses of the Condominium shall mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, the Declaration or the By-Laws.

22. **Covenant of Further Assurances.**

(a) Any person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person, such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Unit Owner or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledgment, or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action that such Unit Owner or Person is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other Person, which power shall

be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(c) If any Unit Owner or the Board of Managers or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action that the Board of Managers, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of Sponsor, then the Sponsor is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other Person, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other Person, as the case may be.

23. **Definitions**. All capitalized terms used in this Declaration that are not defined herein shall have the meanings set forth in Schedule C to this Declaration. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

24. **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.

25. **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 nor the intent of any provision thereof.

26. **Gender**. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the party has caused this Declaration to be executed by its duly authorized representative this _____ day of _____, 20__.

Sponsor/Declarant:

LKH 23rd, LLC

By:_____
Bill Cheng, Manager

and

154 East 23, LLC

By:_____
Kent Cheng, Manager

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared Bill Cheng and Kent Cheng, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A
TO THE DECLARATION
OF CONDOMINIUMS OF THE PREMISES
KNOWN AS

150 EAST 23RD ST. CONDOMINIUM

150 EAST 23RD STREET
NEW YORK, NEW YORK 10010

ALL THAT CERTAIN plot, piece or parcel of land with the buildings or improvements thereon, erected, situate, lying and being in the borough of Manhattan, County of New York, City and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of East 23rd Street distant 145 feet westerly from the corner formed by the intersection of the southerly side of East 23rd Street with the westerly side of 3rd Avenue;

RUNNING THENCE southerly parallel with the westerly side of Third Avenue, 98 feet 9 inches to the center line of the block;

THENCE westerly along said center line of the block and parallel with the southerly side of East 23rd Street, 75 feet;

THENCE northerly parallel with the westerly side of 3rd Avenue, 98 feet 9 inches to the southerly side of East 23rd Street;

THENCE easterly along the southerly side of East 23rd Street, 75 feet to the point or place of BEGINNING.

SAID PREMISES to be known as and by the street numbers 150 East 23rd Street, New York, NY 10010.

TOGETHER with all right, title and interest, if any, to any interior strips or gores adjoining the above described premises on any sides thereof.

SCHEDULE B
TO THE DECLARATION OF
"150 EAST 23RD ST. CONDOMINIUM" LOCATED AT
150 EAST 23RD STREET
NEW YORK, NEW YORK

Unit*	Structural Floor	Tax Lot Number	Percentage Interest In Common Elements	Contributing Share Percentage	Approximate Square Foot Area of Unit	Approximate Square Foot Area of Balconies and/or Terrace Which is a Residential Unit Limited Common Element	Location	Number of Rooms/Baths**	Common Elements To Which Unit Has Immediate Access
C	First Floor+Cellar	TBD	7.50%	NA	0 Plus 0000CS	N/A	First Floor+Cellar	-	Elevators, Public Hall & Stairs
Commercial Totals:			0.0000%	100.0000%	0 Plus 0000CS	N/A			
2A	2nd Floor	TBD	1.7325%	1.8730%	1,254	N/A	2nd Floor, Northeast	2BD/2.5	Elevators, Public Hall & Stairs
2B	2nd Floor	TBD	1.0643%	1.1506%	770	N/A	2nd Floor, Northwest	1BD/1.5	Elevators, Public Hall & Stairs
3A	3rd Floor	TBD	0.8797%	0.9510%	621	N/A	3rd Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
3B	3rd Floor	TBD	0.8322%	0.8996%	626	N/A	3rd Floor, North	1 BD/1	Elevators, Public Hall & Stairs
3C	3rd Floor	TBD	2.1437%	2.3175%	1,515	N/A	3rd Floor, West	3BD/3	Elevators, Public Hall & Stairs
3D	3rd Floor	TBD	1.8553%	2.0057%	1,209	350	3rd Floor, Southeast	2BD/2.5/T	Elevators, Public Hall & Stairs
4A	4th Floor	TBD	0.8922%	0.9645%	630	N/A	4th Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
4B	4th Floor	TBD	0.8356%	0.9033%	626	N/A	4th Floor, North	1 BD/1	Elevators, Public Hall & Stairs
4C	4th Floor	TBD	2.1550%	2.3298%	1,515	N/A	4th Floor, West	3BD/3	Elevators, Public Hall & Stairs
4D	4th Floor	TBD	1.7189%	1.8582%	1,218	N/A	4th Floor, Southeast	2BD/2.5	Elevators, Public Hall & Stairs
5A	5th Floor	TBD	0.8956%	0.9682%	630	N/A	5th Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
5B	5th Floor	TBD	0.8390%	0.9070%	626	N/A	5th Floor, North	1 BD/1	Elevators, Public Hall & Stairs
5C	5th Floor	TBD	2.1837%	2.3607%	1,536	N/A	5th Floor, West	3BD/3	Elevators, Public Hall & Stairs
5D	5th Floor	TBD	1.7245%	1.8644%	1,218	N/A	5th Floor, Southeast	2BD/2.5	Elevators, Public Hall & Stairs
6A	6th Floor	TBD	0.8990%	0.9719%	630	N/A	6th Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
6B	6th Floor	TBD	1.2460%	1.3470%	897	N/A	6th Floor, North	2BD/2	Elevators, Public Hall & Stairs
6C	6th Floor	TBD	1.7814%	1.9258%	1,254	N/A	6th Floor, West	2BD/2	Elevators, Public Hall & Stairs
6D	6th Floor	TBD	1.7302%	1.8705%	1,218	N/A	6th Floor, Southeast	2BD/2.5	Elevators, Public Hall & Stairs
7A	7th Floor	TBD	0.9058%	0.9793%	630	N/A	7th Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
7B	7th Floor	TBD	1.2472%	1.3483%	891	N/A	7th Floor, North	2BD/2	Elevators, Public Hall & Stairs
7C	7th Floor	TBD	1.7768%	1.9209%	1,275	N/A	7th Floor, West	2BD/2	Elevators, Public Hall & Stairs
7D	7th Floor	TBD	1.7359%	1.8766%	1,218	N/A	7th Floor, Southeast	2BD/2.5	Elevators, Public Hall & Stairs
8A	8th Floor	TBD	0.9092%	0.9830%	630	N/A	8th Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
8B	8th Floor	TBD	1.2456%	1.3465%	883	N/A	8th Floor, North	2BD/2	Elevators, Public Hall & Stairs
8C	8th Floor	TBD	1.7698%	1.9133%	1,270	N/A	8th Floor, West	2BD/2	Elevators, Public Hall & Stairs
8D	8th Floor	TBD	1.7529%	1.8951%	1,218	N/A	8th Floor, Southeast	2BD/2.5	Elevators, Public Hall & Stairs
9A	9th Floor	TBD	0.9127%	0.9867%	628	N/A	9th Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
9B	9th Floor	TBD	1.2531%	1.3547%	885	N/A	9th Floor, North	2BD/2	Elevators, Public Hall & Stairs
9C	9th Floor	TBD	1.7545%	1.8968%	1,246	N/A	9th Floor, West	2BD/2	Elevators, Public Hall & Stairs
9D	9th Floor	TBD	1.7643%	1.9074%	1,218	N/A	9th Floor, Southeast	2BD/2.5	Elevators, Public Hall & Stairs
10A	10th Floor	TBD	0.9161%	0.9903%	627	N/A	10th Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
10B	10th Floor	TBD	1.2515%	1.3529%	876	N/A	10th Floor, North	2BD/2	Elevators, Public Hall & Stairs
10C	10th Floor	TBD	1.7475%	1.8892%	1,233	N/A	10th Floor, West	2BD/2	Elevators, Public Hall & Stairs
10D	10th Floor	TBD	1.7757%	1.9196%	1,218	N/A	10th Floor, Southeast	2BD/2.5	Elevators, Public Hall & Stairs
11A	11th Floor	TBD	1.7580%	1.9005%	1,228	N/A	11th Floor, Northeast	2BD/2.5	Elevators, Public Hall & Stairs
11B	11th Floor	TBD	2.1443%	2.3182%	1,495	N/A	11th Floor, West	3BD/3	Elevators, Public Hall & Stairs
11C	11th Floor	TBD	1.7870%	1.9319%	1,218	N/A	11th Floor, Southeast	2BD/2.5	Elevators, Public Hall & Stairs
12A	12th Floor	TBD	1.7991%	1.9450%	1,262	N/A	12th Floor, Northeast	2BD/2.5	Elevators, Public Hall & Stairs

12B	12th Floor	TBD	2.0945%	2.2643%	1,439	N/A	12th Floor, West	3BD/3	Elevators, Public Hall & Stairs
12C	12th Floor	TBD	1.7927%	1.9381%	1,218	N/A	12th Floor, Southeast	2BD/2.5	Elevators, Public Hall & Stairs
14A	13th Floor	TBD	1.8342%	1.9829%	1,288	N/A	14th Floor, Northeast	2BD/2.5	Elevators, Public Hall & Stairs
14B	13th Floor	TBD	1.9481%	2.1060%	1,385	N/A	14th Floor, West	2BD/2	Elevators, Public Hall & Stairs
14C	13th Floor	TBD	1.8097%	1.9565%	1,218	N/A	14th Floor, Southeast	2BD/2.5	Elevators, Public Hall & Stairs
15A	14th Floor	TBD	3.4291%	3.7071%	2,107	743	15th Floor, Southeast; West	3BD/3.5/T	Elevators, Public Hall & Stairs
16A	14th+15th Floor	TBD	3.3791%	3.6531%	2,172	275	15th+16th Floor, Northeast	3BD/2.5/DP/T	Elevators, Public Hall & Stairs
16B	15th Floor	TBD	2.8318%	3.0614%	1,938	170	16th Floor, Southeast; West	3BD/2.5/T	Elevators, Public Hall & Stairs
17A	16th+17th Floor	TBD	3.4544%	3.7345%	2,244	162	17th+18th Floor, North; Northeast	3BD/3/DP/T	Elevators, Public Hall & Stairs
17B	16th Floor	TBD	2.0106%	2.1736%	1,343	138	17th Floor, South	2BD2.5/B	Elevators, Public Hall & Stairs
PHA	17th Floor	TBD	3.6355%	3.9302%	2,282	259	18th Floor; Southeast; West	3BD/3.5/T/F	Elevators, Public Hall & Stairs
PHB	18th Floor	TBD	4.0433%	4.3713%	2,485	394	19th Floor	3BD/3.5/T/F	Elevators, Public Hall & Stairs
PHC	19th Floor+Roof	TBD	4.6212%	4.9961%	2,555	935	20th Floor+Roof	3BD/3.5/DP/T/F	Elevators, Public Hall & Stairs
Residential Totals:			92.5000%	100.0000%	62816	3426			
Grand Totals:			92.5000%	NA	62816 Plus 0000CS	3426			

C denotes Commercial Unit.
CS denotes Cellar Storage which is part of the Commercial Unit.
DP denotes Duplex Unit.
PH denotes Penthouse Unit.
BD - denotes Bedroom(s).
B denotes private Balcony.
T - denotes private terrace(s).
F denotes Fireplace.
NA - denotes Not Applicable.

* There is no designated 13th floor in the Building. Unit 16A is duplexed down to the 15th floor of the Building, Unit 17A is duplexed up to the 18th floor of the Building and PHC is duplexed up to the roof of the Building.

The Storage Room on the Cellar Level of the Building shall be a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners. This Storage Room is approximately 1,383 square feet.

A portion of the Cellar Level of the Building shall include a Laundry Room and a Bike Storage Room which shall be Residential Limited Common Elements for the exclusive use of all of the Residential Unit Owners. The aggregate square footage of the Laundry Room and Bike Storage Room is approximately 853 square feet.

The Gym/Fitness Room and the adjacent pool and pool areas on the 2nd Floor of the Building shall be Residential Limited Common Elements for the exclusive use of all of the Residential Unit Owners. The Gym/Fitness Room and adjacent pool and pool areas are approximately 4,291 square feet in the aggregate.

The Common Terrace located at the Roof of the Building shall be a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners. The Common Terrace is approximately 559 square feet.

SCHEDULE C
TO THE DECLARATION
OF CONDOMINIUMS OF THE PREMISES
KNOWN AS

150 EAST 23RD ST. CONDOMINIUM

LOCATED AT
150 EAST 23RD STREET
NEW YORK, NEW YORK 10010

DEFINITIONS

"Appurtenant Interest"	-	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as 150 East 23rd St. Condominium, a condominium being newly constructed at 150 East 23rd Street, New York, New York 10001. The Building will also be known as the "Celeste Gramercy."

"Commercial Common Expenses"	-	As set forth in the By-Laws of the Condominium, the Commercial Unit shall be solely responsible for the payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat, hot water and for all other purposes in the Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of all water usage in the Commercial Unit, together with related sewerage charges; repairs, maintenance and replacement of Commercial Limited Common Elements; and any other expense, which is not a Shared Expense, attributable to the Commercial Unit only.
"Commercial Unit"	-	An area designated on the first floor and a portion of the cellar level of the Building, which shall be owned in fee simple absolute. According to the terms of the Offering Plan, there shall be one (1) Commercial Unit.
"Commercial Unit Owner"	-	The Person owning the Commercial Unit in fee simple absolute.
"Common Charges"	-	In the case of the Residential Units, each Unit Owner's proportionate share or Contributing Share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Residential Unit Owners together with each Residential Unit Owner's proportionate share or Contributing Share of the Residential Common Expenses (as defined in the Condominium Documents); In the case of the Commercial Unit, each Commercial Unit Owner's proportionate share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Commercial Unit Owner together with the payment by the Commercial Unit Owner of its proportionate

share or Contributing Share of the Commercial Common Expenses (as defined in the Condominium Documents).

"Common Elements"	-	All portions of the Property other than Units. Common Elements are comprised of General Common Elements and Limited Common Elements.
"Common Expenses"	-	(a) Expenses of operation of the Property, and (b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.
"Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Condominium"	-	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to 150 East 23rd St. Condominium.
"Condominium Act"	-	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	-	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.
"Consummation of the Plan"	-	Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.

"Contributing Share" - (a) In the case of the Residential Units, each Residential Unit's proportionate share of the Common Charges payable by all of the Residential Unit Owners. Each Residential Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Residential Unit Owner's percentage of Common Interest bears to the aggregate percentage of Common Interest of all Residential Unit Owners, multiplied by the Common Charges payable by all the Residential Units.

(b) In the case of the Commercial Unit, and in the event that there is more than one (1) Commercial Unit, the Commercial Unit's or each Commercial Unit's proportionate share of the Common Charges payable by all of the Commercial Unit Owners. The Commercial Unit Owner's or each Commercial Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Commercial Unit Owner's percentage of Common Interest bears to the aggregate percentage Common Interest of all the Commercial Unit Owners, multiplied by the Common Charges payable by all the Commercial Units.

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

"Eligible Holder" - A holder, insurer or guarantor of a first mortgage on a Unit.

"Equal or Better Quality" - This phrase shall mean comparable or higher quality as recognized by industry standards or performance, efficiency, longevity and/or classifications, as applicable.

"Facility" or "Facilities" - As used in the Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the board scope of that term: system, equipment, apparatus, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off value or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mailbox, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering.

"Filing" - Means the issuance of a letter from the Attorney General stating that an Offering Plan and/or an Amendment has been accepted for filing.

"First Unit Closing" - The first closing of title with a bona fide purchaser of a Residential Unit.

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

"General Common Elements" - The General Common Elements include, without limitation:

(1) The land on which the Building is physically erected, including any rear or side yard

areas, if any, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself and any successors or assigns. Yard areas or other areaways at the Property, if any, are not intended for public use except for fire egress purposes; and are subject to the easement rights, if any, in favor of the Sponsor or a Sponsor-designee or the Commercial Unit Owner;

(2) At the cellar and first floor levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, supports, and interior bearing walls (except to the extent included below as Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Commercial Unit from the corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Commercial Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating the Commercial Unit from another subdivided Commercial Unit, or separating the Commercial Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit; fire staircases, stairs, vestibules, if any, or lobbies not within the

Commercial Unit; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Commercial Unit is attached; all cellar areas which are not included within the Commercial Unit or which are not specifically designated below as Limited Common Elements;

(3) The electric meter room, the gas meter room, the boiler room, the water/sewer/detention room, including the detention tank located therein, the fire pump room, and the telecom room, including any and all related Facilities located in such rooms and located at the cellar level; the gas meters, water meters and electric meters in the cellar and cellar mezzanine levels except to the extent included below as Limited Common Elements;

(4) Those portions of the main roofs and/or other roofs of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, if any, cooling towers, if any, any air-conditioning equipment or other related Facilities which service both the Commercial Unit and the Residential Units and/or the General Common Elements;

(5) The boilers, hot water heaters, if any, heating and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(6) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters, if any, heating and/or air-conditioning equipment and cooling towers, if any, wherever located in the

Building, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(7) All sewer pipes and drainage pipes;

(8) To the extent they exist, any common tanks, common water towers or tanks, pumps, including, but not limited to, motors, fans, compressors, ducts, siamese connections, and, in general, all apparatus and installations and Facilities existing for common use;

(9) Except as specifically noted, all other apparatus and installations and Facilities existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building;

"Insurance Trustee" - A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.

"Land" - All that certain tracts, plots, pieces and parcels of land situate, lying and being in City of New York, County and State of New York as more particularly described in Schedule A to the Declaration.

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities, including the Landmarks Preservation Commission, having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" - Parts of the whole which are owned as Common Elements, but the exclusive use of which is granted to a single Unit Owner or several Unit Owners and, unless otherwise specified, the maintenance and

repair of which is the responsibility of the Unit Owners or Owners to which the exclusive use has been allocated. In this Plan, the following are Limited Common Elements which shall be for the exclusive use of either all of the Residential Unit Owners ("Residential Limited Common Elements") or the Commercial Unit Owner ("Commercial Limited Common Elements") or an individual Residential Unit Owner ("Residential Unit Limited Common Elements"):

(1) Residential Limited Common Elements:

(1a) At the second floor through and including the twentieth floor and/or penthouse levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, and supports, any interior bearing walls (except to the extent included below as Commercial Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Units from the corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing a Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating a Unit from another Unit, or separating a Unit from corridors, the elevator shafts,

mechanical equipment spaces which are not part of a Unit, fire staircases, stairs, vestibules or lobbies not within a Unit, the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roof bulkheads or roof areas which are not for the exclusive use of a particular Unit or which are not specifically designated below as Commercial Limited Common Elements, the use of which shall be at the sole discretion of the Board of Managers; skylights, if any, other than those directly over Units; sprinkler systems, standpipe systems, or parts thereof installed in common areas of the Building, if any, service corridors, fire corridors, halls, stairs, and stairway areas located beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing a Unit which are not specifically designated below as Commercial Limited Common Elements; storage and utility areas, if any, which are not part of a Unit or which are not specifically designated below as Commercial Limited Common Elements and located beyond the unexposed face of the drywalls or blockwork or concrete work enclosing a Unit; the sidewalks in front of the Building, including any tree, shrubbery, flower or other planting or horticulture tub or box located thereon, subject to an easement in favor of the Commercial Unit Owner for ingress and egress purposes and for any other lawful purpose; the entrances to and exits

from the Building located on East 23rd Street;

(1b) The common service or public corridors and fire staircases located at the cellar level and first floor, all of which shall be for the exclusive use of the Residential Unit Owners, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit; and (ii) for fire egress purposes and access and/or egress to or from the Commercial Unit;

(1c) The common public corridors and fire staircase located at the second floor and above at the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

(1d) All passages, hallways, stairs and corridors, all mechanical space, offices, common cold storage room, common laundry room, office for the superintendent, half bathroom and all other rooms, areas, spaces and other parts of the Building, including, but not limited to, the cellar level, which are not Residential Units or part of

the Commercial Unit, Commercial Limited Common Elements or the General Common Elements; but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

(1e) Any residential tenant storage room, including any and all Storage Rooms located therein, located at the cellar level of the Building, which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers. The use of any Storage Room shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(1f) Any residential tenant storage/bike room or rooms located at the cellar level which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers. The use of the tenant storage/bike room or rooms shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(1g) The trash compactor room and trash compactor machinery and related Facilities located at the cellar level of

the Building, together with the trash compactor chute located on all floors of the Building, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1h) The two (2) passenger elevators, passenger elevator machinery, its shafts and pits; the elevator bulkhead, together with all Facilities related thereto, located at the main roof of the Building or in the elevator hoistways, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

(1i) The elevator lobby, together with the adjoining trash room and any mechanical rooms or equipment closets, located on each of floors numbered 2 through and including the main roof level; all Facilities related thereto; all of which shall be for the exclusive use of the all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1j) The main residential entrance, together with its canopy, if any, located on the East 23rd Street side of the Building, the residential lobby

together with the adjoining concierge area, elevator lobby, mail and package rooms, all of which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner, or tenants thereof, to the extent required by Law, for fire egress purposes and access and/or egress to or from the Commercial Unit;

(1k) The lounge, play room, men's and women's locker rooms and the gym/fitness room, together with all Facilities related thereto, located at the second floor of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1l) The outdoor open-air pool, pool equipment room located at the second floor of the Building and the common or public roof terraces located at the second floor and main roofs of the Building, including any tree, shrubbery, flower or other planting or horticulture tub or box located thereon, all of which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all equipment servicing the Commercial Unit;

(1m) Those portions of the main roofs or other roofs of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning, ventilation equipment or Facilities which services the Residential Units only, which shall be for the exclusive use of the Residential Unit Owners;

(1n) Any and all roofs of the Building, including, but not limited to, those portions of the roofs which are below the common or public terrace which are for the exclusive use of all of the Residential Unit Owners;

(1o) The boilers, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1p) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters, if any, heating and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1q) The cooling tower(s), if any, or tanks on the roofs of the Building together with any related Facilities which only service the Residential Units or the residential portions of the Building;

(1r) The residential electric meters and panels, electric closets, feeders, risers and other improvements, residential gas meters, cables, all of which serve the Residential Units and residential portions of the Building exclusively;

(1s) Any and all windows of the Building which are not part of a particular Residential Unit or the Commercial Unit;

(1t) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water, except to the extent that they are designated below as Commercial Limited Common Elements;

(1u) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

(1v) All street vaults, if any, which shall be the exclusive use of all the Residential Unit Owners. To the extent there are any charges for said vault areas, such charges shall be paid by all of the Residential Owners as a Residential Common Expense.

(2) Commercial Limited Common Elements:

(2a) Those portions of the main roof or other roofs of the Building which have been designated for the

installation of mechanical equipment, including, but not limited to, any heating, air-conditioning, ventilation equipment or Facilities which service the Commercial Unit, which shall be for the exclusive use of the Commercial Unit Owner;

(2b) All columns, girders, floor slabs and concrete ceilings, beams, and supports and interior bearing walls located within the Commercial Unit or separating the Commercial Unit from a Residential Unit or the residential portions of the Building;

(2c) Commercial electric meter(s), separate cold water meter(s), gas meter(s) and other utility meters (if any) servicing or available for the exclusive use of the Commercial Unit;

(2d) The Commercial Unit Owner will have a dedicated riser or a portion of another riser from the first floor of the Building to the roof of the elevator bulkhead or other roof bulkhead where a satellite dish may be located. The riser or portion of another riser and satellite dish, if any, will be a Limited Common Element for the exclusive use of the Commercial Unit Owner and/or any tenant or occupant of the Commercial Unit;

(2e) The refuse storage room adjacent to the Commercial Unit at the cellar level;

(2f) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and

water which service the Commercial Unit only;

(2g) All remaining improvements, installations, apparatus or Facilities exclusively serving the Commercial Unit or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Unit.

(3) Residential Unit Limited Common Elements:

(3a) The skylights, if any, existing or installed at some future date, that are directly above any Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(3b) Any fireplace, together with any flue and/or ductwork attached thereto, whether gas-fired or wood-burning, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner;

(3c) The private roof terraces, together with any fencing delineating such roof area, or balcony, which are adjacent to or directly accessed from a particular Residential Unit, as delineated on the Floor Plans. Nonstructural, ordinary repairs and maintenance of the private roof terraces, together with any fencing which delineates such roof area, or balcony, shall be the responsibility of the individual Unit Owner(s) who have the exclusive use thereof;

(3d) If applicable to a Residential Unit, the individual residential Storage

Room located at the cellar level of the Building which shall be for the exclusive use of such Unit Owner. Non-structural, ordinary repairs and maintenance of the individual Storage Room shall be the responsibility of the individual Residential Unit owner who has exclusive use thereof. The use of any Storage Room shall be subject to any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion.

"Majority" - Majority of Unit Owners means either (i) more than fifty percent (50%) in Common Interest in the aggregate, or (ii) more than fifty percent (50%) in number of Units in the aggregate, or (iii) more than fifty percent (50%) in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.

"Managing Agent" - A person employed by the Condominium Board pursuant to Article II, Section 3 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in such Section of the By-Laws.

"Offering Plan" - The document filed with the New York State Department of Law which describes the

condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".

"Operation of the Property" - The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

"Person" - A natural person, corporation, limited liability company, partnership, association, trustee or other legal entity.

"Power of Attorney" - The document, signed by Unit Owners, which appoints:

(i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine.

(ii) the Sponsor, its designee and/or the Commercial Unit Owner, as attorney- in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney.

(iii) the Sponsor, as attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, in whole or part, of the unused transferable air rights and/or development rights which Sponsor has retained for itself, and/or its successors and assigns.

"Property" - Means and includes the Land, the Building and all other improvements thereon, (i) owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in

connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.

"Purchaser" - Any Person who has entered into an agreement with Sponsor to purchase a Residential Unit and is not in default thereunder.

"Recording officer and "Recording" or "Recorded" - Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.

"Residential Common Expenses" - As set forth in the By-Laws of the Condominium the Residential Units shall be solely responsible for the payment of all expenses or allocated expenses ("Residential Common Expenses") arising from the employment of one or more employees of the Condominium, other than one (1) superintendent and two (2) porters, including, but not limited to, any other employee, independent contractor and/or vendor of the Condominium employed or retained to provide concierge, doorman and/or security services, if any, who will service all of the Units; garbage collection for the Residential Units; vault charges, if any, attributable to vaults adjacent to the Common Elements, except to the extent they are attributable to a Commercial Unit having exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for dryers in the Residential Limited Common Elements and gas consumed in the Common Elements; gas consumption for cooking and fireplaces; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those

portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the pool and other amenities located at the Building; and any other expense, which is not a Shared Expense, attributable to the Residential Units only or as provided in the By-Laws.

"Residential Unit" - A designated apartment in the Building comprising the Condominium which is owned in fee simple absolute.

"Residential Units" - Collectively, all the apartments in the Building.

"Residential Unit Owner" - Means the person, persons or entity owning a Residential Unit in fee simple absolute.

"Rules and Regulations" - The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

"Selling Agent" - The entity which will, on behalf of the Sponsor, originate and supervise sales of Units. Cantor & Pecorella, Inc. is the Selling Agent pursuant to the terms of the Offering Plan.

"Sponsor" - The promoter of the project and/or Offering Plan to convert a particular parcel of property to Cooperative or Condominium Ownership; LKH 23rd, LLC and 154 East 23, LLC are collectively the Sponsor of this Offering Plan.

"Sponsor-designee" - Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee in relationship to the Units which such Sponsor-designee owns shall be conclusive evidence of such status so as to entitle

		such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall be deemed to be a Sponsor with the rights and obligations of a Sponsor only in relationship to the Units which such Sponsor-designee owns. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and obligations and any such designee shall also be deemed a "Sponsor-designee."
"Storage Room"	-	Refers to the individual storage rooms located at the cellar level of the Building which will be made available for the exclusive use of a Residential Unit Owner pursuant to the Storage Room License and which constitute Limited Common Elements.
"Storage Room License"	-	Refers to the license to be granted to a Residential Unit Owner evidencing the Residential Unit Owner's right to use a Storage Room.
"Superintendent's Unit"	-	The residential apartment located at the 2nd floor of the Building and designated as Residential Unit 2B which shall initially be used as the residence of the Building's superintendent and which shall be conveyed to the Board of Managers on behalf of all of the Unit Owners. Pursuant to the terms of the Offering Plan, there will be one (1) Superintendent's Unit.
"Unit"	-	Any space in the Building designated as a Unit, including, where applicable, a designated storage room located on either the same floor or a different floor as the Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a private roof terrace or balcony. Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of

		the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.
"Unit Deed"	-	The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.
"Unit designation"	-	The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the floor plans.
"Unit Owner"	-	The person or persons, or entity owning a Unit in fee simple absolute. It collectively means the respective owners of the Residential Units and the Commercial Unit.
"Unsold Units"	-	Any Unit owned by Sponsor or its designee at the time in question.

EXHIBIT D

POWER OF ATTORNEY
TO BOARD OF MANAGERS
AND SPONSOR

POWER OF ATTORNEY

The undersigned, _____ the Owner of Residential Unit No. _____ located at 150 East 23rd Street, New York, New York 10010, in the Condominium known as 150 East 23rd St. Condominium consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, 20__, and recorded in the Office of the Register of the City of New York, County of New York, as CRFN _____ and on the Floor Plans on file in said office as CRFN _____, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 150 East 23rd St. Condominium jointly, true and lawful attorneys-in fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their common interests, any Unit whose Owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units 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 rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of majority of such persons shall constitute the acts of said attorneys-in-fact.

The undersigned do hereby nominate, constitute and appoint LKH 23rd, LLC and/or 154 East 23, LLC (hereinafter collectively the "Sponsor"), Sponsor's designee and/or the Commercial Unit Owner as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 8, 17 and 18 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units, the Commercial Unit and/or the reapportionment of the Common Interests of the affected Unsold Units or the Commercial Unit resulting therefrom made by Sponsor or its designee or the Commercial Unit Owner in accordance with Articles 8 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor, its designee or the Commercial Unit Owner, to make a mortgage loan secured by a mortgage on any Unit, (b) any

governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor, its designee or the Commercial Unit Owner, to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, the terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do further nominate, constitute and appoint LKH 23rd, LLC and/or 154 East 23, LLC as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20__.

_____

_____

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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

EXHIBIT E

BY-LAWS

OF

THE CONDOMINIUMS OF THE PREMISES

KNOWN AS

150 EAST 23RD ST. CONDOMINIUM

150 EAST 23RD STREET
NEW YORK, NEW YORK 10010

Borough of Manhattan

New York County, City and State of New York

D'AGOSTINO, LEVINE, LANDESMAN & LEDERMAN, LLP
ATTORNEYS FOR SPONSOR
345 SEVENTH AVENUE, 23RD FLOOR
NEW YORK, NEW YORK 10001

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BY-LAWS
OF
THE CONDOMINIUMS OF THE PREMISES
KNOWN AS

150 EAST 23RD ST. CONDOMINIUM

150 EAST 23RD STREET
NEW YORK, NEW YORK 10010

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. **Unit Ownership**. The property, located in the borough of New York, New York County, City and State of New York at 150 East 23rd Street, New York, New York 10010 (hereinafter called the "Property") has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the New York County Office of the Register of the City of New York, simultaneously herewith. The Condominium thereby created shall hereinafter be known as 150 East 23rd St. Condominium and is sometimes referred to as the "Condominium" or "Condominiums."

Section 2. **Applicability of By-Laws**. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Building and all other improvements thereon (including the Units and the Common Elements, whether General Common Elements or Limited Common Elements), but excluding any unused transferable air rights and/or development rights pertaining to the land and building which rights are being reserved by Sponsor for itself and any successors or assigns, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York. The Condominium Units are hereinafter sometimes referred to as "Unit" or "Units."

Section 3. **Application**. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations attached hereto as Addendum To The By-Laws.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. **Definitions**. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Schedule C to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 5. **Office**. The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

BOARD OF MANAGERS

Section 1. **Status of the Board of Managers**. Unless and until the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Board of Managers shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2. **Number and Term**. The number of Managers which shall constitute the whole Board shall be not less than five (5) and not more than nine (9). Until succeeded by the Managers elected at the first meeting of Unit Owners called for such purpose, Managers need not be Unit Owners; thereafter, all Managers, other than a representative of Sponsor or its designee, shall be Unit Owners, the principal or officer of a Unit Owner or the spouse of a Unit Owner. The number of Managers elected at the first such meeting shall be seven (7). Thereafter, within the limits above specified, the number of Managers shall be determined by the Unit Owners at their annual meetings. The Managers shall be elected at the annual meeting of the members. There shall always be an odd number of Managers. The Managers shall hold office until their successors have been elected and hold their first meeting. But, in any event, the terms of the members of the Board of Managers shall expire annually.

Section 3. **Powers and Duties**. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the

Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

a. Contracting for the necessary services for operation, care, upkeep and maintenance of the Common Elements.

b. Determination of the Common Expenses and Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

c. Collection of the Common Charges and expenses of the Condominium from the Unit Owners.

d. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

e. Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board (See Article VI, Section 16).

f. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

g. Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Owners to the Board of Managers.

h. Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.

i. Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium, as described in the Declaration and these By-Laws.

j. Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.

k. Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners.

l. To incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (i) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (ii) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and bylaws;

m. Obtaining and reviewing of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof.

n. Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

o. Negotiation and settlement of all claims and actions relating to the Condominium.

p. Borrowing 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 a majority of all Unit Owners shall be required for the borrowing of any sum in excess of $10,000 and (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 Unit Owner. If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph (p) is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

q. Levying fines against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property and levying late payment charges against Unit Owners for late payment of their Common Charges, including Assessments and Special Assessments.

r. Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the closing of title to the first Unit ("First Unit Closing"), the Board of Managers may

not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund except that Sponsor will consent to replacements to (a) any contingency fund and/or capital replacement reserve provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4.00%) of the budgeted expenses of the Condominium, and (b) Sponsor will consent to replacements to the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B of the Offering Plan and as required by Federal Housing Administration ("FHA") and Fannie Mae guidelines to the extent that the aggregate amount of such funds does not exceed 10.00% of the budgeted expenses of the Condominium, but subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage 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) increase the number or change the type of employees from that described in Schedule B of the Offering Plan to be filed for the Property or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan to be filed for the Property, unless the annual cost of all other services being provided, is no greater than the total cost of those provided for in Schedule B. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with the offer and sale or leasing of Units; (iii) interfere with the operation of general or sales and leasing offices at the Property or the actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding the provisions of this Section 3r, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulations or to remedy any notice of violation or to remedy any work order by an insurer.

s. Executing any note and/or mortgage and any related loan documents in connection with the Board's acquisition and/or financing and/or refinancing of the Superintendent's Unit on behalf of all of the Unit Owners.

Section 4. **Managing Agent and Manager**. The Board of Managers may employ for the

Condominium a managing agent and/or a manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize. The Board of Managers may delegate to the manager or managing agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (k), (l), (o), (p) and (q) of Section 3 of this Article II. Except with respect to Sponsor or Sponsor's designee, the managing agent or manager may not be a member of the Board of Managers.

Section 5. **First Board of Managers**. The first Board of Managers shall consist of persons designated by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first meeting of Unit Owners called for the purpose of electing Managers. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 7 of this Article.

Section 6. **Removal of Members of the Board of Managers**. At any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers, other than a member designated by the Sponsor or a Sponsor-designee or a Commercial Unit Owner, may be removed with or without cause by an affirmative vote of Unit Owners whose aggregate Common Interest exceed fifty percent (50%) of the Common Interest of the Condominium, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or a Commercial Unit Owner may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units and/or the Commercial Unit Owner) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Commercial Unit Owner, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers. If a member of the Board of Managers ceases to be a Unit Owner, the principal or officer of a Unit Owner or the spouse of a Unit Owner, unless such member is a designee of the Sponsor or a Sponsor-designee, such Board Member shall be deemed to have resigned effective as of the date such ownership interest ceased.

Section 7. **Vacancies**. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of the Unit Owners to serve the remaining term. Notwithstanding the foregoing, vacancies of members designated by the Sponsor or Sponsor-designee or a Commercial Unit Owner, shall be filled only by the Sponsor or Sponsor-designee or the Commercial Unit Owner, as the case may be.

Section 8. **Organization Meeting**. The first meeting of the members of the Board of

Managers following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Managers elected at the meeting at which they shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 9. **Regular Meetings**. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 10. **Special Meetings**. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail, telegraph or personal delivery to the Unit owned by such member of the Board of Managers, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Section 11. **Waiver of Notice**. Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Quorum of Board of Managers**. At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Any action required or permitted to be taken by the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the minutes of the proceedings of the Board or the committee.

Section 13. **Fidelity Bonds**. The Board of Managers shall, in its discretion, obtain fidelity bonds in the amount of $100,000.00 or more for all officers and employees of the Condominium handling or responsible for Condominium funds and for the managing agent, if any. The premiums on such bonds shall constitute a Common Expense.

Section 14. **Compensation**. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 15. **Liability of the Board of Managers**. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is understood and permissible for the original Board of Managers who are members of the Sponsor to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 16. **Executive Committee**. The Board of Managers may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Managers, at least one of whom shall be a member designated by the Sponsor or Sponsor-designee so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board. Such Executive Committee shall have and may exercise all the powers of the Board of Managers in the managing of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Charges and expenses required for the affairs of the Condominium, (b) to determine the Common Charges payable by the Unit Owners to meet the Common Charges and expenses of the Condominium, (c) to adopt or amend the Rules and Regulations covering the details of the operation and use of the Property or (d) to exercise any of the powers set forth in subdivisions (g), (h), (i) and (p) of Section 3 of Article II.

Section 17. **Other Committees**. The Board of Managers may by resolution create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. The members of any such committee, at least one (1) of whom shall be designated by the Sponsor or a Sponsor-designee, so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board, shall be

appointed by the President of the Condominium. The members of any such committee need not be a member of the Board of Managers, but must be eligible to be elected to the Board of Managers. Such committee shall not have power to do any act which the Executive Committee may not do under subsections (a)-(d) of Section 16 of Article II.

ARTICLE III

UNIT OWNERS

Section 1. **Annual Meetings**.

(a) Within thirty (30) days after the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all of the Units have been conveyed to Unit Purchasers; (ii) the date on which the closing of title to Units whose aggregate Common Interest exceeds ninety (90%) percent of the Common Interest allocated to all of the Residential Units; or (iii) two (2) years from the First Unit Closing, or such earlier time as Sponsor deems to be in the best interest of the parties the Sponsor shall call a special Unit Owners meeting for the purpose of electing a Board of Managers. At such meeting the First Board of Managers shall resign and a new Board shall be elected by the Unit Owners. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

(b) Sponsor's Right to Elect Members of the Board of Managers. So long as the Sponsor or a Sponsor-designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect at least four (4) of the seven (7) members of the Board of Managers and in any event a majority of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one Unit, whether a Residential Unit or a Commercial Unit, but less than ten percent (10%) in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect no more than (3) of the seven (7) members of the Board of Managers and in any event the right to designate or elect a number of members of the Board which equals one (1) less than a majority of the Board. It is not a requirement of the Sponsor to surrender a certain number of seats on the Board of Managers at the first annual meeting of the Unit Owners. Members of the Board of Managers shall serve for a term of one year. The Unit Owners may transact such other business at such meetings as may properly come before them. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Residential Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so.

(c) Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint hereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

Section 2. **Place of Meetings**. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. **Special Meetings**. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners as defined in Section 9 of this Article III having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings**. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners, at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the building or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least ten (10) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. **Adjournment of Meetings**. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. **Order of Business**. The order of business at all meetings of the Unit Owners shall be as follows:

a. Roll call;

b. Proof of notice of meeting;

c. Reading of minutes of preceding meeting;

d. Reports of officers;

e. Report of Board of Managers;

f. Reports of committees;

g. Election of inspectors of election (when so required);

h. Election of members of the Board of Managers (when so required);

i. Unfinished business;

j. New business.

Section 7. **Title to Units**. Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation or limited liability company or partnership, or in the name of a fiduciary or trust, estate, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section. The above shall not constitute consent or condonation of any activity not permitted under existing certificates of occupancy, zoning requirements or other applicable law or regulation.

Section 8. **Voting**. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners. The Owners of each Unit (including the Sponsor or Sponsor-designee, if the Sponsor or its designee shall then own one (1) or more Units) shall be entitled to cast one (1) vote for each .0001% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to a vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one or more members to be elected. If Units are owned by more than one (1) person as joint tenants, tenants by the entirety or as tenants in common or by a partnership, corporation, limited liability company, or other entity, the persons owning said Unit shall agree among themselves and cast the votes for their Unit. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote.

Section 9. **Majority of Unit Owners**. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having greater than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. **Quorum**. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 11. **Majority Vote**. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where, in the Declaration or these By-Laws or by law, a higher percentage vote is required.

Section 12. **Action Without Meeting**. Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-Laws or applicable law consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the records of the Condominium.

ARTICLE IV

OFFICERS

Section 1. **Designation**. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Managers.

Section 2. **Election of Officers**. The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. **Removal of Officers**. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. **President**. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint members of committees created by the Board of Managers from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. **Vice President**. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers is to act in the place of the

President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. **Secretary**. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. **Treasurer**. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. **Agreements, Contracts, Deeds, Checks, etc**. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. **Compensation of Officers**. No officer shall receive any compensation from the Condominium for acting as such.

Section 10. **Liability of Officers**. The officers of the Condominium shall have the same rights and liabilities as the members of the Board of Managers under Article II Section 15 of these By-Laws.

ARTICLE V

NOTICES

Section 1. **Definition**. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them.

Section 2. **Service of Notice Waiver**. Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. **Determination of Common Expenses and Fixing of Common Charges**. The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such Common Charges among the Unit Owners according to their respective percentage of Common Interest or Contributing Share as the case may be. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article VI and the fees and disbursements of the Insurance Trustee, if any. Subject to the individual rights and obligations of the Commercial Unit Owner with regard to shared expenses as defined hereinafter, the Common Expenses shall also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium for a general operating reserve, and for a reserve fund for replacements, to make up any deficit in the Common Expenses for any prior year. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any reserve fund for the repair, maintenance and/or replacement of the Residential Limited Common Elements or Residential Unit Limited Common Elements. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Unit(s).

The Board of Managers shall also, where necessary, impose an Assessment or additional Common Charge in order to meet any unanticipated Common Expense. All such Assessments or additional Common Charges shall be levied against all Unit Owners in proportion to their respective Common Interest or Contributing Share as the case may be. 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 Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purposes thereof. The Board of Managers shall have all rights and remedies for the collection of Assessments as are provided herein for the collection of Common Charges, such Assessments constituting a Common Charge. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any Assessment for the repair, maintenance and/or replacement of the Residential Limited Common Elements or Residential Unit Limited Common Elements other than the Major Capital Improvement Replacement Reserve Fund described below as a Shared Expense. The Board of Managers shall advise all Unit Owners, promptly, in writing, of the

amount of Common Charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such charges are based, to all Unit Owners and to their mortgagees, if so required.

The annual amounts to be paid by the Commercial Unit Owner to the Condominium or its designee in connection with the services and facilities shared with, or provided by, the Condominium ("Shared Expenses") shall include the following categories of expenses set forth in the "Schedule B, Projected Budget for First Year of Condominium Operation" in the Offering Plan which is to be filed for the Property; Salary, including payroll taxes and benefits for the superintendent and two (2) porters who shall service all of the Units, but not the salary, including payroll taxes and benefits of any other employee of the Condominium including, but not limited to, any employee, independent contractor or vendor employed or retained to provide concierge, doorman and/or security services, common charges, real estate taxes, utility charges and mortgage indebtedness for the Super's Unit; Gas consumption for Heat in all the Units, including any supplemental heat for the public corridors, domestic hot water in the Units and Common Elements, and gas consumed in the Common Elements (Gas consumption for heat and hot water in all the Units will initially include a minimal amount of gas consumed for heat and hot water in the Commercial Unit prior to it being occupied by a tenant and it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of gas consumption for heat and hot water in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and the Common Elements, and gas consumed in the Common Elements, shall be a Residential Common Expense); Electricity for the Common Elements; Water service and all related sewer rents initially include a minimal amount of water consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimates share of the cost of water consumption together with all relates sewer rents arising therefrom in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of water consumption together with all related sewer rents arising therefrom in the Residential Units and in the Common Elements shall be a Residential Common Expense; Repairs and Maintenance of the General Common Elements, including, but not limited to, repairs, maintenance and replacement of the common heating and air-conditioning equipment, those portions of the standpipe system and sprinkler system in the common areas; Supplies for the General Common Elements of the Building; Insurance; Administrative Expenses of the Condominium, including but not limited to, Legal and Accounting Fees of the Condominium; Major Capital Improvement Replacement Reserve Fund but only to the extent such reserve fund is required to conform the original budget of the Condominium to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae; a two and one-half percent (2.5%) Contingency for the Common Expenses; Management Fees of the Condominium; Franchise Taxes of the Condominium, if any, or any different expenses which at some time in the future are established in lieu of the foregoing expenses or which are fairly attributable to the Commercial Unit to the

extent the Commercial Unit benefits therefrom. The Shared Expenses shall be deemed a part of the Common Expenses of the Condominium to be paid by all Unit Owners.

Notwithstanding anything contained in these By-Laws, the Board of Managers obligation to include in the Common Charges a Shared Common Expense known as a Major Capital Improvement Replacement Reserve Fund ("Reserve Contribution"), which shall be equal to ten percent (10%) of the budgeted expenses of the Condominium, subject to Sponsor's right to obtain a reserve fund study that may justify the reduction of the requisite percentage, for the First Year of Condominium Operation commencing January, 2019, shall in any subsequent year be at the sole discretion of the Board of Managers. The Board of Managers reserves the right, in its sole discretion (including without limitation during the time that Sponsor controls the Board of Managers) to use the Reserve Contribution towards any capital expenditures it deems appropriate. However, that portion of the Reserve Contribution contributed to by the Commercial Unit Owner can only be used for the repair and replacement of the General Common Elements.

The payment of the Shared Expenses by the Owner of the Commercial Unit shall initially be based on the projections set forth in the foregoing budget, which are based on the Common Interest of the Commercial Unit. If in the future, there are any categories of expenses other than those provided for above for services or facilities used by the Commercial Unit, then the Commercial Unit Owner will pay their fair share of such expense.

Except for those Shared Expenses set forth in the initial Budget which shall be paid for by each Residential Unit Owner and the Commercial Unit Owner based upon the Unit's percentage Common Interest, or Contributing Share, as the case may be, if the Commercial Unit Owner uses or incur a disproportionate portion of any subsequent Shared Expense relative to its Common Interest (whether too low or too high), then the Commercial Unit Owner shall be required to pay only their fair share of such subsequent expense.

In the event the Commercial Unit Owner and the Condominium cannot agree upon such "fair share" of a new expense or a Shared Expense, then same shall be determined by a licensed real estate broker selected by the Condominium and the Commercial Unit Owner. In the event the Condominium and Commercial Unit Owner cannot agree upon a real estate broker, or if the Condominium and the Commercial Unit Owner cannot agree on any decision or determination to be made in connection with the Shared Expenses or a new expense to be paid by the Commercial Unit Owner, then, in such event, the Commercial Unit Owner and the Condominium, at the sole option of the Commercial Unit Owner only, shall be obligated to arbitrate, on an expedited basis, the dispute pursuant to the provisions of Article XV of the By-Laws of the Condominium. The decision of the arbitrator shall be final and binding. In the event that the Commercial Unit Owner elects not to arbitrate, the Commercial Unit Owner and the Board of Managers of the Condominium on behalf of all of the Residential Units Owners may exercise all remedies available to them in equity and at law.

The Condominium Board shall advise all Unit Owners in writing promptly after same are determined of the amount of Common Charges payable by each of them and, not later than ten (10) days next preceding 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.

The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

Notwithstanding anything herein to the contrary, but subject to the dispute resolution procedures set forth hereinabove or in Article XV hereof and the payment, collection and enforcement provisions of these By-Laws in general, the Commercial Unit Owner and the Residential Unit Owners shall each be solely responsible for the payment of the following expenses. The Commercial Unit Owner shall be solely responsible for the payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat, hot water and for all other purposes in the Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of all water usage in the Commercial Unit, together with related sewerage charges; repairs, maintenance and replacement of the Commercial Limited Common Elements; and any other expense, which is not a Shared Expense, attributable to the Commercial Unit only. The Residential Unit Owners, jointly, shall be solely responsible for the payment of all expenses or allocated expenses ("Residential Common Expenses") arising from the employment of one or more employees of the Condominium, other than one (1) superintendent and two (2) porters, including, but not limited to, any other employee, independent contractor and/or vendor of the Condominium employed or retained to provide concierge, doorman and/or security services, if any, who will service all of the Units; garbage collection for the Residential Units; vault charges, if any, attributable to the Common Elements, except to the extent they are attributable to a Commercial Unit having exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for dryers in the Residential Limited Common Elements and gas consumed in the Common Elements; gas consumption for cooking and fireplaces; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and

maintenance of the pool and other amenities located at the Building; and any other expense, which is not a Shared Expense, attributable to the Residential Units only or as provided herein.

The Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the First Unit Closing until such Unit is sold to a bona fide purchaser. Until title to all Units has been conveyed, the Sponsor or its designee as owner of any Unsold Units, may decide that all Unit Owners will, at Sponsor's or Sponsor's designee's sole option and discretion, pay in lieu of payment of each Unit's Common Charges, provided that such "in lieu" payments are less than the Common Charges then due, an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest or Contributing Share, as the case may be,) of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan. In the event that Sponsor or its designee as the owner of all Unsold Units elects to have all Unit Owners make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund payments required by Sponsor's lenders; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved Budget of the Condominium.

Section 2. **Insurance**. The Board of Managers shall be required to obtain and maintain the following insurance: (a) an all-risk property policy insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by the Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including any improvements and betterments installed by Unit Owners or any furniture, furnishings, or other personal property supplied or installed by Unit Owners), together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees as their interests may appear, in an amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items but exclusive of footings and foundations and without deduction for depreciation, as approved by a fire insurance company or a qualified insurance broker, or in any event the amount of insurance necessary to avoid the effects of co-insurance; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, if any, as herein provided; (b) worker's compensation insurance, if the Condominium has employees; (c) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Condominium,

shall be carried on each member of the Board of Managers, officers of the Condominium, managing agent and managers, including any person or persons handling or responsible for funds of the Condominium; (d) disability benefits insurance if the Condominium has employees; (e) directors' and officers' liability coverage covering the Board of Managers; and (f) such other insurance, including, but not limited to, boiler and machinery insurance, as the Board of Managers may determine. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee, if any, if more than $100,000.00), and that the total proceeds thereof, if $100,000.00 or less, shall be payable to the Board of Managers and if more than $100,000.00 shall be payable to the Insurance Trustee, if any.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and the individual Unit Owners as well as the Condominium shall be primary insured to the extent as their interests shall also appear. Notwithstanding anything herein to the contrary, at the request of the Commercial Unit Owner, the Board of Managers of the Condominium, at the sole cost and expense of the Commercial Unit Owner, shall have its property insurance policies extend the waiver of subrogation to all occupants of the Commercial Unit and waive any claim against and release any occupants of the Commercial Unit from liability for damage to property covered by the Condominium's property insurance policies. Such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. 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 then current policies if so requested in writing by them.

In the event that the damage resulting from a fire or other casualty loss shall (a) render one (1) or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (b) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such casualty loss shall be caused by the act, the omission to act, or the negligence of the owner of a Unit so affected thereby, by a family member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Board of Managers with respect to such Unit.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another and for any and all claims which may arise from the public

use or Unit Owner use of the sidewalks in front of the Building. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00 covering all claims for bodily injury, property damage and products liability with respect to any one occurrence together with a Commercial umbrella liability policy in the amount of $200,000,000.00.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

The insurance policy for the Condominium obtained by the Board of Managers should require the insurer to notify in writing the Board of Managers (or insurance trustee) and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

If, by reason of the occupancy or use of a particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

Section 3. **Repair or Reconstruction After Fire or Other Casualty**. In the event of damage to or destruction of the Building containing the Units as a result of fire or other casualty, unless seventy five percent (75%) or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five (75%) in the aggregate of the total Common Interest do not duly and promptly resolve to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen and bathroom fixtures and floor coverings initially installed therein by the Sponsor, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units by the Unit Owners), and the Board of Managers or the Insurance Trustee, if any, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. If the cost of such repair and restoration is in excess of the insurance proceeds, the Board of Managers shall levy a Special Assessment against all Unit Owners, for the amount of such deficiency in proportion to their respective Common Interests and all proceeds of such Special Assessment shall become part of the trust funds to be disbursed by the Insurance Trustee, if any, or the Board of Managers, as the case may be. Notwithstanding anything contained herein, any restoration or repair of the Condominium made in accordance with the terms of this Section shall be substantially in accordance with the specifications set forth in the Offering Plan, as amended, unless the Board of Managers obtains the approval of the

holders of first mortgages on the Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

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

Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers and the Unit Owner or Unit Owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after Insurance Trustee notified said Board of Managers and Unit Owner or Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary. If there is no Insurance Trustee then the aforementioned sixty (60) and ninety (90) day periods shall be from the date of notification by an insurance adjustor retained by the Board of Managers. Wherever the words, "promptly resolve" are used it shall also mean not more than sixty days from the date of receipt of said insurance funds.

Section 4. **Payment of Common Charges**. All Unit Owners shall be obligated to pay the Common Charges, including Assessments, assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges, including Assessments, assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid Common Charges, convey his Unit, together with the "Appurtenant Interests" to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from Common Charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of Common Charges, including Assessments, assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a

foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of Common Charges, including Assessments, assessed prior to the foreclosure sale.

Section 5. **Collection of Common Charges and Assessments**. The Board of Managers shall assess Common Charges against the Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any Assessment due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date thereof. Common Charges shall be paid by the fifth day of the month in which they are due or they shall be deemed to be late.

Pursuant to Real Property Law Section 339-kk, the Board of Managers has the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if a Non-Occupying Unit Owner is not current on his or her Common Charges, Assessments or late fees, hereinafter ("Charges"). In order to collect rents directly from the Tenant, the Non-Occupying Unit Owner must fail to make the payment of Charges within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and the Non-Occupying Unit Owner providing that, commencing immediately and until such time as all payments for all Charges are made current, all rental payments are to be made directly to the Condominium at the address provided in the notice. Once all charges are current the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such payment and that thereafter all future rental payments should be made to the Non-Occupying Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present his or her supporting facts at the next scheduled Board meeting (which must be held within thirty (30) days of Board receiving notice of contest). The Board shall have the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Section 6. **Default in Payment of Common Charges or Assessments**. In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges or any Assessment as determined by the Board of Managers, such Unit Owner shall be obligated to pay interest at the highest legal rate on such Common Charges or Assessments from the due date thereof, together with all expenses, including late fees charged by the Board of Managers and attorneys' fees incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or Assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or Assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339aa thereof. A Unit Owner defaulting in payment of Common Charges or Assessments shall not be permitted to vote at any regular or special meeting of Unit Owners.

Section 7. **Foreclosure of Liens for Unpaid Common Charges**. In any action brought

by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. **Statement of Common Charges and Assessments**. The Board of Managers, managing agent or manager shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges, including Assessments, due from such Unit Owner.

Section 9. **Abatement and Enjoinment of Violations by Unit Owners**. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in these By-Laws: (a) upon reasonable notice to the Unit Owner, to enter the Unit 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 that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and (c) in any event charge the Unit Owner with the cost of reasonable legal and other fees and costs incurred in enjoining, abating or remedying such violation.

Section 10. **Maintenance and Repairs**.

a. All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except the painting of the exterior side of the Unit's entrance door), windows (except the painting of the exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning units, together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owners(s) and only servicing the Unit(s), shall be at the Unit Owner's

sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, the individual Unit Owner shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning or other mechanical equipment.

b. All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and Unit windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

c. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the Board of Managers as a Commercial Common Expense, if such Limited Common Element is a Commercial Limited Common Element for the exclusive use of two or more Commercial Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, repairs that are not caused by the acts or omissions of a Commercial Unit Owner, having direct and exclusive access thereto), or (iii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense of the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v), at the election of the Board of Managers, by the Board of Managers or the individual Unit Owner, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect.

d. Promptly upon obtaining knowledge thereof, each Unit Owner shall report in writing delivered by mail to the Board of Managers or to the Managing Agent any defect or need for repairs for which the Board of Managers is responsible

pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall (i) comply with all applicable law and building codes; (ii) shall not unreasonably disturb or interfere with any Unit Owners or tenants and occupants of any Units; and (iii) shall not affect the structural integrity of the Building.

e. Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any terrace, roof, balcony, or other part of the Property exposed to the elements) by the Unit Owner or the Board of Managers, whichever is responsible for the maintenance thereof as set forth herein (the cost of debris and snow removal from the plaza and sidewalks in front of the residential lobby and the common roof terraces located at the second floor and main roof of the Building shall be a Residential Common Expense and shall only be the responsibility of the Board of Managers; the Commercial Unit Owner shall only be responsible for the cost of removing debris and snow from the sidewalks directly in front of its respective entrances and from the entire sidewalk which is adjacent to its Unit; and such Unit Owner or the Board of Managers, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of or at the sides of the Building or at the second floor of the Building shall be a Residential Common Expense. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of terraces, balconies, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his Unit.

Section 11. **Restrictions on Use of Units**. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

a. The Residential Units shall be used for private residences only, except that a Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Any Residential Unit may also be used as a professional office by a resident thereof provided such professional use does not violate zoning law, regulations or ordinance and provided further, that the prior consent of the Board of Managers to such professional use is obtained.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

The Commercial Unit may be used for commercial purposes, including, but not limited to, restaurant uses, or for any other lawful purpose. No sale, lease or sublease or use of all or any portion of the Commercial Unit shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of the Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's Certificate of Occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or a Commercial Unit Owner, as applicable.

Notwithstanding anything herein to the contrary, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one or more Units for use as models, sales and/or production offices in connection with the sale or rental of the Units.

b. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In addition, no furniture, doormats, packages, or objects of any kind shall be placed in the lobbies, public halls, public stairways, the elevators or any other part of the Common Elements (except for those areas designated as storage areas, if any) without the prior written consent of the Board of Managers. The lobbies, public halls, public stairways and elevators shall be used only for normal passage through them.

c. No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

d. 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, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

e. Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

f. With the exception of the Commercial Unit, no portion of a Unit or other Limited Common Elements appurtenant thereto (other than the entire Unit, including the Limited Common Elements appurtenant thereto) may be rented.

The terms of sub-paragraph (b) of this Section 11 shall not apply to Sponsor or its designee for so long as there are any Unsold Units. So long as Sponsor owns any Unit, Sponsor or its designee shall have the right, without charge or limitation, to: (i) erect and maintain signs of any size or content determined by Sponsor or such designee, on or about any portion of the Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of the Building or adjacent to any entrance thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements, to sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Offering Plan.

Section 12. **Additions, Alterations or Improvements by Board of Managers**. Subject to the provisions of Section 3 of Article II of these By-Laws, whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements (but not maintenance) costing in excess of $10,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Charge. Any additions, alterations or improvements costing $10,000.00 or less may be made by the Board of Managers without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Section 13. **Additions, Alterations or Improvements by Unit Owners**. Except as provided below, no Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units, without prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer in writing any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent, either affirmatively or by its inaction, to any structural addition, alteration or improvement to be made by a Unit Owner, the consent shall provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi- governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (certificate for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 13 which require the consent of the Board of Managers in connection with a structural addition, alteration or improvement or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units shall not apply to Units owned by the Sponsor or its designee or the Commercial Unit Owner with respect to the Commercial Unit. Neither the Sponsor or its designee or the Commercial Unit Owner with respect to the Commercial Unit shall need such consent. All other provisions of this Section 13 shall apply to all Units.

For example, with respect to any structural addition, alteration or improvement to a Sponsor-owned Unit or the Commercial Unit, such work shall be at the sole cost and expense of

the Sponsor and/or its designee or the Commercial Unit Owner, and be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances. All work must be done by reputable contractors with adequate liability, property damage and workmen's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction). Any such additions, alterations or improvements, shall be maintained in their entirety by said Sponsor or its designee or the Commercial Unit Owner, who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by any structural alteration, addition or improvement, or due to improper design or construction of any structural alteration, addition or improvement. Additionally, the Sponsor and/or its designee or the Commercial Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with any services provided to such alteration, addition or improvement.

Notwithstanding anything to the contrary contained in this Section 13, however, Sponsor, any Sponsor-designee, or any partner of any entity affiliated directly or indirectly with Sponsor or the Commercial Unit Owner shall have the right, pursuant to the terms of Paragraphs 8 and 17 of the Declaration, without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers to (i) make any alterations, additions, improvements, or repairs in or to any Units owned by any of them whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of Units owned by any of them.

Non-structural alterations and improvements to Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers.

Section 14. **Use of Common Elements and Facilities**. A Unit Owner shall not place or cause to be placed in the public halls and stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The lobbies, public halls and stairways or other common areas shall be used for no purpose other than for normal transit through them. The Sponsor and any Sponsor-designee shall have the right to use the Common Elements, without charge, for the purposes set forth in Section 11 of this Article VI and in conjunction with the Sponsor's or a Sponsor-designee's exercise of the rights retained by Sponsor in the Condominium Declaration.

The Owner of a Unit or Owner or Owners of any two (2) or more Units, which Unit or Units is/are the only Unit(s) serviced or benefitted by any General or Limited Common Element adjacent or appurtenant to such Unit(s) (for example, the portion at the end of any hallway that is directly adjacent to any such Unit(s) located on opposite sides of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements, shall, with the consent of the Board of Managers (which consent will not be unreasonably withheld or delayed and shall not be required if the Unit Owner or Owners is/are Sponsor or Sponsor's designee), have the right to

use such General or Limited Common Elements exclusively, as if it were a part of such Unit(s) (including the right, in the example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests will be made by reason thereof. In such an event, however, such Owner or Owners shall, at his or their sole cost and expense, both (i) operate, maintain and repair such General or Limited Common Element for so long as such Owner or Owners exercise such exclusive right of use and (ii) restore such General or Limited Common Element to its original condition, reasonable wear and tear excepted, after such Owner or Owners cease to exercise such exclusive right of use.

Further, the Board of Managers shall have the authority to promulgate additional rules regarding use of and access to the Storage Rooms and the procedures for assigning the Storage Room License. As part of the sale of his Unit, or with regard to the sale of a Storage Room License to another Residential Unit Owner, a Residential Unit Owner may transfer the Storage Room License to the Board of Managers which shall be authorized to reissue such Storage Room License to the new Residential Unit Owner or another Residential Unit Owner for such consideration as required by such sale.

Any Residential Unit Owner assigned a Storage Room in the Building will be required to execute a Storage Room License governing the use of the Storage Room. The Storage Room License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit, or (ii) the transfer of a Storage Room from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Room License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room in question will devolve to the Board of Managers which shall have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. With regard to Storage Rooms held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor-designee may assign and/or rent its Storage Room to residents or non-residents in its sole discretion with charge and without the consent of the Board of Managers of the Condominium. The Storage Rooms are located on the cellar level of the Building and the Board cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Section 15. **Right of Access**. A Unit Owner shall grant a right of access to his Unit and, if applicable, to his Storage Room, to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit

and/or Storage Room and threatening another Unit, another Storage Room or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI.

Section 16. **Rules of Conduct**. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Schedule A. Notwithstanding this provision, for as long as Sponsor or its designee remains the Owner of one (1) or more Units and/or Storage Rooms, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect Sponsor or its designee without Sponsor's prior written consent. Additionally, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect the Commercial Unit without the prior written consent of the Commercial Unit Owner.

Section 17. **Water Charges and Sewer Rents**. Water shall be supplied to all of the Units and the Common Elements on the basis of one (1) or more meters or submeters for the Building or pursuant to a frontage charge. The Board of Managers shall initially pay, as a Shared Common Expense, all charges for water consumed in the Units and the Common Elements together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. Any water and sewer bills received by a Unit Owner shall immediately be rendered to the Board of Managers for payment. In no event shall the Board of Managers be responsible for loss of service to any Unit, interest or penalties, due to a delay in paying such bills resulting from a Unit Owner not tendering a bill. Any interest or penalties due for such late payments will be an additional assessment to be paid by the Unit Owner who failed to timely tender any bill. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Unit as of the date of closing of title to such Unit promptly after such charges shall have been billed. Water service and all related sewer rents initially include a minimal amount of water consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of water consumption together with all related sewer rents arising therefrom in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of water consumption together with all related sewer rents arising therefrom in the Residential Units and in the Common Elements shall be a

Residential Common Expense. Once water consumption in the Commercial Unit is separately metered or submetered, the cost of consumption measured thereby shall be the sole responsibility of the Commercial Unit Owner.

Section 18. **Electricity and Gas**. Electricity shall be supplied by the public utility company serving the area directly to each Unit through separate meters or submeters. Each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit to the public utility.

The electricity serving the Common Elements, including the Residential Limited Common Elements and the Commercial Limited Common Elements, shall be metered by one or more meters or submeters, and the Board of Managers shall pay the bills for such consumption as a Residential Common Expense.

Gas consumption for heat in all the Units, including any supplemental heat for the public corridors, hot water in the Residential Units and Common Elements, gas consumption for dryers in the Residential Limited Common Elements and gas consumed in the Common Elements, shall be collectively metered by one or more meters or submeters and the Board of Managers shall initially pay, as a Shared Common Expense, the bills for such consumption. Initially, there will be no direct separate gas service for the Commercial Unit. Gas consumption for heat in all the Units will initially include a minimal amount of gas consumed for heat and hot water in the Commercial Unit prior to it being occupied by a tenant and separately metered or submetered. Notwithstanding anything herein to the contrary, the Commercial Unit Owner shall only be required to pay for its estimated share of the cost of gas consumption for heat and hot water in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. When separate gas service is required in the Commercial Unit, the Commercial Unit Owner or its tenant shall have the right to install, at its sole cost and expense, separate gas service or connect to the existing gas service. However, the Commercial Unit Owner shall also be required to install a separate gas meter or submeter, and at the time of such installation, the cost of consumption measured thereby shall be a Commercial Common Expense of the Commercial Unit Owner only. Further, at the time of the installation of a meter or submeter, the Commercial Unit Owner will no longer be required to contribute its estimated share of the cost of gas for heat and hot water which initially was a Shared Expense. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and the Common Elements, including gas consumption for dryers in the Residential Units, shall be a Residential Common Expense. Additionally, gas consumption for cooking and fireplaces shall be collectively metered by one (1) or more meters or submeters and shall be a Residential Common Expense of all of the Residential Unit Owners.

Section 19. **Review of Real Estate Tax Assessments**. It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real

estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining of such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining such refund, shall belong to and be incurred by the Sponsor alone.

Section 20. **Vault Charges**. All license fees and all periodic taxes and charges ("Vault Charges") for street vaults located in the Common Elements of the Building, if any, or other protrusions beyond the lot lines of the Building shall be paid by the Board of Managers as a Residential Common Expense. However, Vault Charges, if any, attributable to a Commercial Unit which has exclusive use of such vault area shall be paid by the Owner of such Commercial Unit. If an allocation of Vault Charges is necessary to determine those charges allocable to an individual Commercial Unit, such allocation shall be made on a square footage basis.

ARTICLE VII

MORTGAGES

Section 1. **Notice to Board of Managers**. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. **Notice of Unpaid Common Charges**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. **Notice of Default**. The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. **Examination of Books**. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on reasonable notice to the manager, managing agent or Board of Managers on business days.

Section 5. **Notice of Changes to Units and/or Common Elements**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any

mortgagee of a Unit of any proposed amendment to the Condominium Offering Plan, Declaration and/or By-Laws effecting a change in (i) the size or location of any Unit or the exclusive easement rights, if any, appertaining thereto; (ii) any change in the percentage of Common Interest of a Unit or Common Charges payable by a Unit Owner to the Condominium; (iii) any change in the number of votes each Unit Owner shall be entitled to cast at a meeting of Unit Owners; and (iv) any change to the restrictions on use of the Units or Common Elements.

Section 6. **Notice of Termination of the Condominium**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any proposed termination of the Condominium.

Section 7. **Notice of Condemnation or Casualty**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any taking in condemnation or by eminent domain or any casualty loss of a material portion of the Common Elements or a portion of any Unit on which there is a first mortgage.

Section 8. **Notice of Insurance**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to a mortgagee, there shall be implied mortgagee approval when a mortgagee fails to respond after 60 days written notice provided notice was delivered by certified or registered mail with a return receipt requested.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1. **Sales and Leases**. No Unit Owner other than the Sponsor or a Sponsor-designee or the Commercial Unit Owner may sell or lease his Unit or any interest therein except by complying with the provisions below. Sponsor or a Sponsor-designee or the Commercial Unit Owner need not comply with such provisions. Sponsor or a Sponsor-designee or the Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board of Managers or the Managing Agent, to sell its Unit(s) or lease its Unit(s), or, in the case of the Commercial Unit, lease any part thereof, without the Board of Managers having any right of first refusal to purchase or lease such Unit, and all sale and/or rental proceeds shall belong solely to such Sponsor or Sponsor-designee or the Commercial Unit Owner, as the case may be. However, any deed or lease made by a Sponsor or a Sponsor-designee or the Commercial Unit Owner with respect to a Unit as grantor or lessor, in the Building, shall provide that acceptance thereof by the grantee or lessee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as same may be amended from time to time.

With regard to a Storage Room License, the following restrictions apply. A Storage Room License may only be assigned to another Residential Unit Owner or simultaneously by

such Unit Owner to a purchaser of the Residential Unit. In the event a Residential Unit Owner elects to terminate a License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room License in question will devolve to the Board of Managers which will have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only rent their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto which consent shall not be unreasonably withheld and/or delayed. With regard to Storage Rooms held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor designee may assign and/or rent its Storage Rooms to residents or non-residents in its sole discretion without charge and without the consent of the Board of Managers of the Condominium.

Except as provided immediately above, any Unit Owner who receives a bona fide offer for the sale of his Unit together with: (i) the undivided interest of the Common Elements and any Limited Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Condominium, as defined in the Declaration, (hereinafter collectively called the "Appurtenant Interests"); or a bona fide offer for a lease of his Unit; (hereinafter called an "Outside Offer"), which he intends to accept, shall give notice by certified or registered mail to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after receipt of such notice, the Board of Managers may elect, by notice given within five (5) days after making such election, and in any event, within said twenty (20) day period, to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or a lease shall be executed at the office of the attorneys for the Condominium in accordance with the terms of such offer but in no event less than forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner, if such Unit, together with the Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real

Property Law of the State of New York, with all transfer stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event the Board of Managers or its designee fail to notify the offering Unit Owner of its decision to accept such offer within twenty (20) days after receipt of notice as aforesaid or notify the offering Unit Owner within said period of its decision not accept such offer, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within thirty (30) days after the expiration of the twenty (20) day period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to any Outside Offeror shall provide that acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, and that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease for Units shall be the then current form of lease recommended by Julius Blumberg, Inc., or The Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Board of Managers. In the event the offering Unit Owner shall not, within such thirty (30) day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such thirty (30) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1 of this Article VIII.

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

Section 2. **Consent of Unit Owners to Purchase or Lease of Units by Board of Managers**. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners.

Section 3. **No Severance of Ownership**. No Unit Owner shall execute any deed,

mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one (1) or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 4. **Release by Board of Managers of Right of First Refusal**. The right of first refusal contained in Section 1 of this Article VIII may be released or waived by the Board of Managers, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

Section 5. **Certificate of Termination of Right of First Refusal**. A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner, or have been duly waived by the Board of Managers and the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers in favor of all persons who rely thereon in good faith. Such certificates shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon request.

Section 6. **Financing of Purchase of Units by Board of Managers**. Acquisition or lease of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the working capital and Common Charges in the possession of the Board of Managers, or, if such funds are insufficient, the Board of Managers may levy a Special Assessment against each Unit Owner, other than the offering Unit Owner, in proportion to his ownership in the Common Elements, as a Common Charge, which Assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article VI, or, the Board of Managers, in its discretion, may borrow money to finance the acquisition or lease of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers. Notwithstanding the above, no Assessment may be levied under this Section 6 against any mortgagee who has acquired title to a Unit, whether by foreclosure or deed in lieu thereof.

Section 7. **Exceptions**. The provisions of Section 1 of this Article VIII shall not apply with respect to the right of first refusal pertaining to any sale or conveyance or lease by a Unit Owner of his Unit, together with the Appurtenant Interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one (1) or more of them, or to any Unit owned by the Sponsor or a Sponsor-designee or the Commercial Unit Owner, or to the acquisition or sale of any Unit, together with the Appurtenant Interests, by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure.

However, the provisions of this section shall apply with respect to any purchaser of a Unit from a mortgagee.

Section 8. **Gifts and Devises, etc**. Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction.

Section 9. **Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Managers or its Designee, on Behalf of All Unit Owners as Tenants in Common**. In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 10. **Payment of Common Charges and Assessments**. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid Common Charges and Assessments theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 11. **Mortgage of Units**. No Residential Unit Owner shall mortgage his Unit, except by a first and/or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the Sponsor, Sponsor-designee, or to the seller of the Unit. Any such mortgage shall be substantially in the form on file with the Board of Managers, except for such changes or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. Prior to or simultaneously with the closing of any mortgage, the Unit Owner must satisfy all arrearages for unpaid Common Charges or Assessments and discharge any liens therefor. The Sponsor, its designee and/or the Commercial Unit Owner may encumber its Unit or Units with a mortgage or mortgages without being subject to the aforementioned restrictions.

Section 12. **Fees and Charges**. The Board of Managers shall have the right to require the Residential Unit Owner who is selling or is a prospective lessor to pay a fee to the Board of Managers and/or the Managing Agent to cover reasonable legal and other expenses of the Board of Managers and the Managing Agent in connection with the sale or lease of a Residential Unit pursuant to the provisions of this Article VIII except such charges and fees shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or the Commercial Unit Owner. Any other fees in connection with the sale or lease of a Residential Unit may only be enacted by action of Unit Owners, except any such fee shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or the Commercial Unit

Owner.

ARTICLE IX

CERTAIN REMEDIES

Section 1. **Self Help**. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair, or replace his Unit or its appurtenant Limited Common Elements pursuant to the terms of Article VI hereof, and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Board of Managers, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five (5) day period and, thereafter, to prosecute such cure with due diligence to completion), the Board of Managers shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common Elements and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Board of Managers shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Board of Managers may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 2. **Abatement and Enjoinment**.

a. In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, the Board of Managers shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

b. The violation or breach of any of the terms of the Condominium Documents with respect to any of the rights, easements, privileges, or licenses granted to Sponsor or its designee shall give to Sponsor or such designee the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 3. **Remedies Cumulative**. The remedies specifically granted to the Board of Managers or to the Sponsor or its designee in this Article IX or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one (1) time or at different times, concurrently or in any order, in the sole discretion of the Board of Managers or Sponsor or such designee, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 4. **Costs and Expenses**. All sums of money expended, and all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees, by (i) the Board of Managers in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 1 or paragraph (a) of Section 2 hereof or (ii) Sponsor in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (b) of Section 2 hereof, shall be immediately payable by such Unit Owner to the Board of Managers in the event set forth in subparagraph (i) hereof or by the offering party (i.e., the Board of Managers or the Unit Owner) to Sponsor, in the event set forth in subparagraph (ii) hereof, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent (2%) per month, but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law. All sums payable by a Unit Owner to the Board of Managers pursuant to the terms of this Section 4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE X

CONDEMNATION

Section 1. **Condemnation**. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to $100,000.00 or less, and to the Insurance Trustee, if any, if such award amounts to more than $100,000.00. If seventy-five percent (75%) or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, if any, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, if any, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five percent (75%) or more of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking. Notwithstanding anything contained herein, any restoration or repair of the Condominium made in accordance with the terms of this Section shall be substantially in accordance with the specifications set forth in the Offering Plan, as amended, unless the Board of Managers obtains the approval of the holders of first mortgages on the Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

If a portion of any Unit shall be taken in condemnation or by eminent domain and the Condominium shall not be terminated, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Common Elements after such taking bears to the total floor area of such Unit and its appurtenant

Limited Common Elements prior to such taking. The Board of Managers shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Unit, and, in the event of a taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Board of Managers and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

ARTICLE XI

RECORDS

Section 1. **Records and Audits**. The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as 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. In addition, it is the obligation of the Board of Managers of the Condominium to give to all Unit Owners annually, the following:

(a) The financial statement of the Condominium prepared by a certified public accountant or, public accountant by March 15th of each calendar year for the prior fiscal year;

(b) Prior notice of the annual Unit Owner's meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium, within ten (10) days prior to the date set for adoption thereof by the Board of Managers.

ARTICLE XII

MISCELLANEOUS

Section 1. **Invalidity**. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. **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 these By-Laws, or the intent of

any provision thereof.

Section 3. **Gender**. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. **Waiver**. No restriction, condition, obligation, or provision contained in these By-Laws, 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 thereof which may occur.

Section 5. **Insurance Trustee**. The Insurance Trustee, if selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of seventeen (17) or more Unit first mortgages). In the event that the Insurance Trustee shall resign, the new Insurance Trustee shall also be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of ten (10) or more Unit first mortgages). The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense of the Condominium.

Section 6. **Definition of "Mortgagee"**. As used in these By-Laws, the term "mortgagee" or "holder of a first mortgage" or "Permitted Mortgagee" shall include the holder of any construction loan mortgage which shall be a lien on a unit.

Section 7. **"Lot-Line Windows"**.

(a) There are Lot-Line Windows at Units 6A, 7A, 7C, 8A, 8C, 9A, 9C, 10A, 10C, 11A, 11B, 12A, 12B, 14A, 14B, 15A, 16A, 16B, 17A, PHA, PHB and PHC.

The Lot-Line Windows on the easterly and westerly façades do not provide the legal light and air required for residential occupancy. The Lot-Line Window declaration included as part of the filings with the NYC Department of Buildings, states that if an adjacent property owner builds a structure which cover the Lot-Line Windows, then they must be closed up. Legal light and air which is required for the issuance of the certificate of occupancy for the Building, is being provided by the windows on the northerly and southerly façades. The Lot-Line Windows provide supplementary light and air only. The subsequent sealing of these Lot-Line Windows will not affect the validity of the certificate of occupancy. As Lot-Line Windows, the view from such windows may be obstructed or completely block in the future if a new building or structure is constructed on an adjoining property.

(b) In the event that any or all of the Lot-Line Windows must be sealed, all construction to enclose the windows shall be performed by the Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such construction shall

be the sole responsibility of the Unit Owner or Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment.

(c) The Sponsor, if applicable, or the Board of Managers, their agents, contractors and employees, will have the right to enter any Unit(s) necessary to effect the enclosure of such Lot-Lined Windows, should same be necessary. The Unit side of the enclosure will be finished with the same material originally used therein, if available, or if not available, then with such other finish material as will nearly as possible resemble such original material. Decoration of the affected area on the Unit side of the enclosure will also be the responsibility of the Unit Owner, at his or her sole expense.

Section 8. **Nondisturbance Agreement**. At the request of the Commercial Unit Owner, the Board shall execute and deliver to any tenant of such Commercial Unit Owner an agreement providing in substance that so long as any lease pursuant to which such tenant occupies space in the Building is in full force and effect and there is no default by said tenant thereunder after notice and the expiration of any applicable grace period, and provided said tenant attorns to and recognizes the Board (or any successor thereto) as tenant's landlord pursuant to its lease (and executes and delivers any instrument which the Board or its successor may reasonably request to evidence such attornment), that the rights of tenant under its lease and the possession of tenant shall not be affected or disturbed and said lease shall not terminate as a result of any foreclosure or other action pursuant to the Declaration and By-Laws to obtain possession of the Commercial Unit by the Board.

ARTICLE XIII

AMENDMENTS TO THE BY-LAWS

Section 1. **Amendment to By-Laws**. These By-Laws may be modified or amended by the vote of sixty-seven percent (67%) in number and in Common Interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose. However, for as long as Sponsor or its designee remains the Owner of one (1) or more Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be amended or modified in any way so as to adversely affect Sponsor or its designee, in the sole discretion of Sponsor or its designee, as the case may be, without the prior written consent of Sponsor or its designee. Additionally, the By-Laws, including the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect (i) the Commercial Unit or the Commercial Unit Owner without the prior written consent of the Commercial Unit Owner, or (ii) the lien of any mortgage without the prior written consent of the mortgagee.

Notwithstanding anything contained herein, Sponsor hereby reserves itself and its designee(s) the right to amend these By-Laws at any time without the requirements of a vote and without the approval or consent of the Board of Managers, any Unit Owners or mortgagees of any Unit Owners for the sole purpose of conforming the By-Laws to the requirements of applicable state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not

limited to, HUD Revised Legal Policy which is attached as appendix 24 of the HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing.

ARTICLE XIV

CONFLICTS

Section 1. **Conflicts**. 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 of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE XV

ARBITRATION

Section 1. **Procedure**. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a preceding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least five (5) members whose principal office is located in the City of New York.

Section 2. **Variation by Agreement**. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. **Binding Effect**. The decision in any arbitration conducted pursuant to the terms of Sections 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. **Costs and Expenses**. The fees, costs and expenses of the arbitrator shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

Section 5. **Sponsor's and Sponsor-designee's Option Not to Arbitrate.** Notwithstanding anything herein to the contrary, Sponsor, and/or its designee, shall not be obligated to arbitrate any matter arising under its ownership or sale of Units in the Building. The decision to arbitrate any such matter will be in the sole discretion of Sponsor or its designee. In the event that Sponsor or Sponsor's designee elects not to arbitrate, Sponsor or Sponsor's designee shall have all remedies available to it at equity and law.

SCHEDULE A

ADDENDUM TO THE BY-LAWS OF THE CONDOMINIUMS OF THE PREMISES KNOWN AS 150 EAST 23RD ST. CONDOMINIUM

150 EAST 23RD STREET NEW YORK, NEW YORK 10010

RULES AND REGULATIONS

1. The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

Notwithstanding anything herein to the contrary, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one or more Units for use as models, sales and/or production offices in connection with the sale or rental of the Units.

The Commercial Unit may be used for commercial purposes, including, but not limited to, retail and restaurant uses, or for any other lawful purpose. The Owner of the Commercial Unit and any tenants of such Unit pursuant to the terms of any leasing pertaining thereto, shall have the right, without charge or limitation, to install, repair and maintain either within or in the immediate location of such Unit below the windows at the second floor level and on the sidewalk adjacent to the Commercial Unit's entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes. Additionally, the Owner of the Commercial Unit, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without the consent of the Board of Managers, to install, or erect, repair and maintain in the immediate location of such Unit below the windows at the second floor level but not to interfere with the entrance of any other unit, (i) a canopy and/or awning for advertising or identification purposes, and/or (ii) an automatic teller machine ("ATM") which shall be used in conjunction with the use of the Commercial Unit. Such Unit Owner and any tenants of space in the Unit shall comply with all of the laws, orders and rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or its tenant shall obtain and pay for all permits required for such signs, ATM, canopy and/or awning and any necessary renewal fees related thereto. The Commercial Unit Owner shall also have the right without consent of the Board of Managers, charge or limitation, to install, repair and maintain window protection devices. The Commercial Unit Owner and any tenant of space in the Commercial Unit shall comply with all the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or their tenants shall obtain and pay for all permits required for such installation and any necessary renewal fees.

2. Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit therein or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one (1) or more vacant and unsold Units in the Building as a sales office and/or model Unit(s). Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

3. No group tour or exhibition of any Residential Unit or its contents shall be conducted nor shall any auction sale be held in any Residential Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

4. Unless expressly authorized by the Board of Managers in each instance, not less than eighty percent (80%) of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

5. No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Commercial Unit, be colored or painted. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

6. No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Unit, unless otherwise required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers, unless such installation is required by law, nor shall anything be projected out of any window of any Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit.

7. No exterior of any Residential Unit, including the roof terraces, balconies, or the windows or doors thereof, patios, if any, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

8. Plantings on any private terrace or balcony shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two (2) inches from the private terrace or balcony surface, and, if adjoining a wall, at least three (3") inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plantings may be contained in masonry or hollow tile walls which shall be at least three (3") inches from the wall, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such private terrace or balcony, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage on any private terrace or balcony by a

Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers.

9. No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Residential Unit Owner. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements, which are not limited to the exclusive use of a specific Residential Unit Owner. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his Unit or to add an additional lock, provided that such lock conforms in color with the other lock or locks and a copy of the new key is provided to the Board of Managers.

10. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, stereo, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight 12:00 A.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

11. Each Unit Owner shall keep his 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 of a Unit, or any private terrace, or balcony, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows or open terraces, or placed upon the window sills of the Building.

12. Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

13. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Each Unit Owner shall comply with all requirements of law and regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "nonrecyclable" materials. The Board of Managers may designate from time to time the types of materials which must be separated for recycling, the

types of containers or binding to be used by the Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against the Unit Owner of recycling requirements imposed by law or by the Board of Managers, including (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any governmental agency shall be payable by the Unit Owner as additional Common Charges.

14. Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

15. Except for Units owned by Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. However, notwithstanding the above, no Unit Owner shall be permitted to have a pit bull terrier or similar type dog which has shown vicious propensities without express prior written permission of the Board of Managers. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

16. Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial or satellite dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

17. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

18. The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

19. No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any heating, electrical or mechanical equipment area without the express permission of the Board of Managers.

20. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

21. No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit, except that an Owner of the Commercial Unit may install and use extra equipment in the risers and conduits servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

22. No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the written consent of the Board of Managers.

23. Except as provided above, the Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

24. Any damage to the Building or equipment caused by Unit Owners, Unit Owner's family members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

25. Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

26. No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

27. Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon, except if a use of the Commercial Unit shall increase the rate of hazard and liability insurance for such area and improvements situated thereon, the Owner of the Commercial Unit shall pay the increase.

28. Except as otherwise provided for in the Condominium Declaration and/or By-Laws, the sidewalks, entrances, passages, public halls, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

29. 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. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

30. There shall be no playing or lounging in the entrances, passages, public halls, corridors, stairways of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Board of Managers.

31. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

32. Nothing shall be done or kept in any Residential Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law.

33. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

34. The Board of Managers or the Managing Agent shall retain a pass-key to each Residential Unit. No Residential Unit Owner shall change any lock on any door leading into his Residential Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit promptly after such Unit Owner moves into his Unit, then Sponsor shall be automatically released from any

obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Residential Unit for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

35. If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

36. No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

37. The use of (i) the public or common outdoor roof terraces at the main roof or 2nd floor of the Building, together with the open air outdoor pool, pool equipment room and men's and women's locker rooms located at the 2nd floor; (ii) the residential Storage Rooms located at cellar level of the Building; (iii) the Play Room located at the 2nd floor; and (iv) residential storage/bike room and common laundry room located at the cellar level of the Building, by any of the Residential Unit Owners shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion.

38. The use of the gym/fitness room on the 2nd floor of the Building, including any and all exercise and/or gym equipment located therein, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any exercise and/or gym equipment.

39. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further,

any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

40. Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (1) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.

41. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the main roofs of the Building.

42. When leaving the Residential Unit for extended periods of time, Residential Unit Owners and their respective family members, guests, domestic employees, agents, visitors, or licensees shall keep the Residential Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Residential Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Residential Unit Owner's or their respective family members', guests', domestic employees', agents', visitors' or licensees' failure to abide by the provisions of this paragraph shall be borne solely by the Owner of such Residential Unit causing the damage.

43. At such Unit Owner's sole cost and expense, a Unit Owner who has the exclusive use of a private roof terrace, shall be subject to the following obligations with regard to any and all landscaping located on or separating said roof terrace from other private roof terraces and/or the common roof terrace at the Building:

i. The Unit Owner shall maintain all screen planting, including the fertilization and pest control thereof;
ii. All dead plants shall be replaced as soon as the planting season allows (Fall and Spring – the Unit Owner is responsible to check applicable Fall planting hazard list for those plants that can only safely be planted in Spring). New plants must match original specifications, including genus, species and size, as existed on the date of closing of title to the Unit. The approved list of existing plants will be on file with Managing Agent;
iii. Any changes to the planting design must be reviewed and approved in writing by the Board of Managers;
iv. All plants must be maintained in good health throughout the year;
v. Soil depth may not be increased, nor may it be piled against any privacy fencing;
vi. Plants may not be trimmed, pruned, or shaped to diminish screening and visual separation between terraces without the consent of Managing Agent;
vii. Trees that suffer storm damage shall be assessed by an arborist for recommendations regarding replacement or compensatory pruning to maintain screening capacity and optimal plant health;

viii. Shrubs that suffer storm damage shall be assessed by a qualified horticulture professional and replaced or pruned to maintain screening capacity and optimal plant health;

ix. Increasing the height of privacy fences is strictly prohibited.

44. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit unless agreed to by Sponsor or a Sponsor-designee, as the case may be, or to the Commercial Unit or the Commercial Unit Owner unless agreed to by the Commercial Unit Owner.

PUNCHLIST INSPECTION STATEMENT

Date:_____

LKH 23rd, LLC
and
154 East 23rd, LLC
2500 Secaucus Road
North Bergen, New Jersey 07047

RE: 150 EAST 23RD ST. CONDOMINIUM
Unit #____, and individual storage room #___, if applicable,

Building Address: 150 East 23rd Street
New York, NY 10010

Gentlemen:

As a result of my/our final inspection, please be advised that the following items need either completion, adjustment or repair:

ITEM

1. _____
2. _____
3. _____
4. _____
5. _____

I/we understand that certain items, as set forth in the Offering Plan, are not the responsibility of Sponsor. I/we also understand that to prevent pilferage certain items such as medicine cabinet doors, shower heads, toilet seats and bifold door knobs,

_____
_____
_____
_____
will be installed just prior to my/our date of moving.

_____Purchaser's signature

_____Purchaser's signature

_____
Seller's Representative

**CERTIFICATION BY SPONSOR AND PRINCIPALS
PURSUANT TO SEC. 20.4(b)
OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED**

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

Re: 150 East 23rd St. Condominium
Premises: 150 East 23rd Street
New York, NY 10010

The undersigned certify as follows:

We are the sponsors and the principals of LKH 23RD, LLC, a New York limited liability company and 154 EAST 23, LLC, a New York limited liability company which is the Sponsor of the condominium Offering Plan for the captioned property.

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

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

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

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

(3) not omit any material fact;

New York State Department of Law
Attn: Real Estate Finance Bureau
Page 2

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

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

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

(7) 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.

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.

Sworn to before me this 10
day of July, 2018

LKH 23RD, LLC

Notary Public

By: Bill Cheng, Manager

BRIAN J. BUCHALSKI
Commission # 2227092
Notary Public State of New Jersey
My Commission Expires
July 28, 2019

Sworn to before me this 10
day of July, 2018

154 EAST 23, LLC

Notary Public

By: Kent Cheng, Manager

BRIAN J. BUCHALSKI
Commission # 2227092
Notary Public State of New Jersey
My Commission Expires
July 28, 2019

New York State Department of Law
Attn: Real Estate Finance Bureau
Page 3

Sworn to before me this 10
day of July, 2018

Notary Public

Bill Cheng

BRIAN J. BUCHALSKI
Commission # 2227092
Notary Public State of New Jersey
My Commission Expires
July 28, 2019

Sworn to before me this 10
day of July, 2018

Notary Public

Kent Cheng

BRIAN J. BUCHALSKI
Commission # 2227092
Notary Public State of New Jersey
My Commission Expires
July 28, 2019

Sworn to before me this 10
day of July, 2018

Notary Public

Lillian Cheng

BRIAN J. BUCHALSKI
Commission # 2227092
Notary Public State of New Jersey
My Commission Expires
July 28, 2019

CERTIFICATION OF SPONSOR'S ARCHITECT PURSUANT TO SEC 20.4(c) OF PART 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

New York State Department of Law
28 Liberty Street, 21st floor
New York, NY 10005
Att.: Real Estate Financing Bureau

Re: "Celeste Gramercy" a/k/a "150 East 23rd St. Condominium"
Premises: 150 East 23rd Street
New York, NY 10010

The Sponsor of the Offering Plan to convert the captioned Property to condominium ownership retained our firm, ODA New York ("ODA"), to prepare a report describing the construction of the Property (the "Report"). On JUNE 6, 2018, we visually inspected the property, and we subsequently examined the building plans and specifications that were prepared by ODA, dated JUNE 6TH, 2018 and prepared the Report dated JUNE 6, a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report. We are registered architects in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General 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 completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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

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

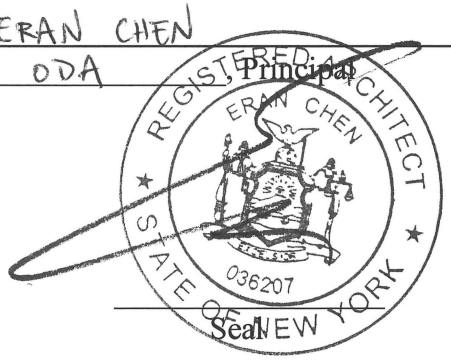
(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing this Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

ODA New York

By: ERAN CHEN
ODA
Principal



Seal

Sworn to before me this
18th day of June, 2018

Notary Public

ELIZABETH ASHLEIGH JACKSON
Notary Public, State of New York
Registration #01JA6344856
Qualified In New York County
Commission Expires July 11, 2020

CERTIFICATION BY EXPERT OF THE ADEQUACY OF SCHEDULE B PURSUANT TO SECTION 20.4(d) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

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

Re: 150 East 23rd St. Condominium
Premises: 150 East 23rd Street
New York, New York 10010

The Sponsor of the condominium offering plan for the captioned property retained our firm, Andrews Building Corporation, to review Schedule B and Schedule B-1, containing projections of income and expenses for the first year of condominium operation.

Our experience in this field includes management of the operation of comparable condominium and cooperative and rental properties in Manhattan for over 30 years. Andrews Building Corporation is a licensed real estate brokerage and management firm actively involved in the management of over 200 cooperative, condominium, and rental properties since 1987.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedules B and B-1.

We have reviewed Schedules B and B-1 and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

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

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

Andrews Building Corporation

By: _____
Name: Stuart D. Smolar
Title: Senior Vice President

Sworn to before me this
9th day of July, 2018.

_____
Notary Public

KOSHA PAREKH DIAZ
Notary Public, State of New York
No. 01PA6337236
Qualified In Rockland County
Commission Expires 2/22/2020

**CERTIFICATION BY EXPERT
ON ADEQUACY OF COMMON CHARGES
PAYABLE BY THE COMMERCIAL UNIT OWNER
PURSUANT TO SECTION 20.4(e) OF
THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW ARTICLE 23A, AS AMENDED**

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

Re: 150 East 23rd St. Condominium
Premises: 150 East 23rd Street
New York, New York

The undersigned certifies as follows:

The Sponsor of the condominium Offering Plan for the captioned property retained our firm, Andrews Building Corporation, to review Schedule B, which includes projections of common charges payable by the owner of the commercial unit, hereinafter the "Commercial Unit."

Our experience in this field includes management of the operation of comparable condominium and cooperative and rental properties in Manhattan for over 30 years. Andrews Building Corporation is a licensed real estate brokerage and management firm actively involved in the management of over 200 cooperative, condominium, and rental properties since 1987.

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 A.

We have reviewed the Schedule as they impact upon 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 and commercial buildings, including residential buildings which contain commercial and professional space.

We certify that the projections in Schedule B for common charges payable by the owner of the Commercial Unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to the Commercial Unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the Commercial Unit also reflect special or exclusive use or availability or exclusive control of particular common areas as set forth in the Offering Plan.

We certify that the estimates in Schedule B for the common charges payable by the owner of the Commercial Unit:

(i) set forth in detail the projected common charges for the Commercial Unit 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 owner 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 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 representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the common charges 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 Law and Penal Law.

Andrews Building Corporation

By: _____
Name: Stuart D. Smolar
Title: Senior Vice President

Sworn to before me this
9th day of July, 2018

_____
Notary Public

KOSHA PAREKH DIAZ
Notary Public, State of New York
No. 01PA6337236
Qualified In Rockland County
Commission Expires 7/22/2020