CONDOMINIUM OFFERING PLAN

THE 10 LENOX AVENUE CONDOMINIUM
Property Located at:
10 Lenox Avenue
New York, NY 10026
New York County

THE OFFERING PRICE OF:
THE TWENTY-NINE (29) RESIDENTIAL UNITS IS $36,390,000.00
THE THREE (3) CABANAS LICENSES IS $475,000.00
THE TWENTY-TWO (22) STORAGE SPACE LICENSES IS $375,000.00

FOR A TOTAL INITIAL OFFERING PRICE OF $37,240,000.00

The Condominium will consist of Twenty-Nine (29) Residential Units, Three (3) Licensed Cabana Spaces, and Twenty-Two (22) Licensed Storage Spaces which are being offered for sale pursuant to this offering, and One (1) Community Facility Unit which is not being offered for sale pursuant to this offering.

SPONSOR
10 LENOX DEVELOPMENT
VENUTRES LLC
C/O LEVEL ONE HOLDINGS CORP.
105 CENTRAL AVENUE
BROOKLYN, NY 11206

SELLING AGENT
HALSTEAD PROPERTY DEVELOPMENT
MARKETING
445 PARK AVENUE, 10th FLOOR
NEW YORK, NEW YORK 10022

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

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

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER THE PLAN HAS BEEN CONSUMMATED, THIS OFFERING PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR.

PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS OFFERING PLAN (SEE THE SPECIAL RISKS SECTION OF THIS OFFERING PLAN)

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

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PART I
SPECIAL RISKS

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THESE OFFERING MATERIALS CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT. THE FOLLOWING IS A SUMMARY OF CERTAIN SPECIAL RISK CONSIDERATIONS IN CONNECTION WITH THE PLAN BUT IS NOT INTENDED TO SUMMARIZE ALL MAJOR FEATURES OF THE PLAN. PROSPECTIVE PURCHASERS ARE URGED TO READ THE FOLLOWING SPECIAL RISK FACTORS IN CONJUNCTION WITH THE PLAN FOR A DISCUSSION OF THESE AND OTHER IMPORTANT ASPECTS OF THIS CONDOMINIUM OFFERING.

1. Sponsor reserves the right to control the Board of Managers for a period of time until the earlier to occur of (a) sixty (60) days after the date by which seventy five (75%) of the Units have been conveyed to Unit Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect new board members unrelated to the Sponsor within thirty 30 days of the expiration of the Sponsor Control Period. However, as long as Sponsor or Successor Sponsor owns a Unit, it will be entitled to appoint one (1) member of the Board of Managers. See CONTROL BY SPONSOR set forth in Part I of the Plan.

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

3. Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Plan that are being offered herein. Unless this Plan is abandoned, Sponsor will endeavor in good faith to sell fifteen percent (15%) of the Units but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. For this plan, five (5) Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor; Sponsor could effectively control the Board indefinitely. In the event Sponsor has rented a Unit after consummation of the plan, and subsequently sells the Unit pursuant to this Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Plan. See the CONTROL BY SPONSOR section in Part I of the Plan.

4. Sponsor has obtained financing from Bank Leumi USA with an address of 579 Fifth Avenue, New York, NY 10017. The liens held by the Lender shall be subordinate to the Declaration. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be

released from the Lender's mortgage upon tender of the relevant payment as agreed to between Sponsor and Lender. See INTRODUCTION and RIGHTS AND OBLIGATIONS OF THE SPONSOR set forth in Part I of the Plan.

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

6. The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution (the "Development Air Rights") shall be retained by Sponsor or any entity to whom Sponsor conveys said Development Air Rights for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar and related agreements. Sponsor or any entity to whom Sponsor conveys Development Air Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Air Rights (the "Air Rights Amendment"). Sponsor or any entity to whom Sponsor conveys the Development Air Rights shall have the right to complete and file the Air Rights Amendment with the City of New York without the consent of the owners of the Condominium Units or the Board of Managers or any parties in interest to the Common Elements. The owners of the Condominium Units, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Air Rights as described in the Air Rights Amendment and shall execute any documents evidencing said consent as are reasonably requested by Sponsor. In the event Development Air Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the Development Air Rights may utilize the Development Air Rights to increase the size, height, bulk or density of any portion of the Property. Sponsor does not anticipate any Development Air Rights to be available upon completion of the Building. See INTRODUCTION, RIGHTS AND OBLIGATIONS OF THE SPONSOR and RESERVATION OF AIR AND DEVELOPMENT RIGHTS set forth in Part I of the Plan.

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

8. Prospective Purchasers are advised that all Deposits will be held in the escrow account maintained by Marans, Weisz & Newman LLC, as escrow agent at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171 (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Purchasers making Deposits in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of this amount. Purchasers are also advised that if Purchasers have an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. See PROCEDURE TO PURCHASE set forth in Part I of the Plan.

9. Sponsor anticipates that the first closing of a Unit will occur by January 1, 2019. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit occurs later than December 31, 2019, twelve (12) months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date. However, if the first closing occurs before January 1, 2020, Sponsor may schedule the closings of title to other Units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See PROCEDURE TO PURCHASE set forth in Part I of the Plan.

10. The First Year of Condominium operation is estimated to commence January 1, 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 closing for other Residential Units. See PROCEDURE TO PURCHASE set forth in Part I of the Plan.

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

12. A Purchaser may obtain financing from any lending institution or other source, but a Purchaser's obligation to purchase a Unit pursuant to an Agreement shall not be contingent on a Purchaser obtaining such financing, so that a Purchaser will remain obligated under

the Agreement whether or not such Purchaser has been able to obtain financing. Purchaser may lose their Deposit and any costs incurred by Sponsor for special work, if any, ordered by Purchaser. Neither Sponsor nor Selling Agent makes any representation whatsoever as to the terms or availability of any mortgage or other financing. Purchasers who require financing are advised to consult with a lending institution before executing a Purchase Agreement. Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it could expire before the closing date, and Sponsor shall have no liability as a result of any scheduling, rescheduling, or adjournment of closing beyond the expiration of a loan commitment. See PROCEDURE TO PURCHASE set forth in Part I of the Plan.

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

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

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

    See PROCEDURE TO PURCHASE set forth in Part I of the Plan.

15. Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $2,250.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor, at Closing, interest on the unpaid balance of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, where interest shall be equal to the highest

legal rate as of the Closing Date (the current rate is 16% per annum). The following additional charges may apply:

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

Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit. See UNIT CLOSING COSTS AND ADJUSTMENTS set forth in Part I of the Plan.

16. Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

    Purchasers shall be responsible for the payment at closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and fees paid by Purchaser for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential unit is currently one percent (1%) of the Consideration if such Consideration is $500,000.00 or less, and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit is currently $2.00 for every $500.00 or part thereof (.4%) of the Consideration. See UNIT CLOSING COSTS AND ADJUSTMENTS set forth in Part I of the Plan.

17. A reserve fund is being established for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major

building defects (the "Reserve Fund"). The Reserve Fund is funded through Common Charges. The Condominium Board, in its discretion may decide in future years to increase or decrease the reserve fund line item in the Condominium's annual budget or issue Special Assessments to finance needed capital expenditures. While the Sponsor is in control of the Board, Sponsor will not use Reserve Fund monies to reduce Common Charges. Based on the reserve fund study, it is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital expenditures likely to be needed within the first five (5) years of Condominium operation. Purchasers will be required to pay at Closing an amount equal to one (1) month of Common Charges as a contribution to the Working Capital Fund and one (1) month of Common Charges as a contribution to the Reserve Fund. See the section of the Plan UNIT CLOSING COSTS AND ADJUSTMENTS in Part I.

18. To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such credit, if applicable. If the Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to Section 339-ee(2) of the New York State Condominium Act.

    In the event the credit under Section 339-ee(2) is not available, an exemption is available if Purchaser's lender assumes or consents to the assignment of a mortgage lien encumbering such Purchaser's Unit. At the request of Sponsor, Purchaser shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property in an amount not to exceed such Purchaser's loan amount, and the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the mortgage indebtedness encumbering the Property with Purchaser's mortgage. To the extent that the Purchaser is entitled to an exemption from the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, including but not limited to Sponsor's mortgage, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such exemption. The severance and assignment of a portion of the mortgage on the Property, as contemplated herein would not result in any additional risk or cost to the Purchaser; under no circumstance will this be the cause of Purchaser losing financing. Any severance/assignment transaction will be initiated only after financing has been procured by Purchaser. After Purchaser has obtained a commitment letter, Sponsor's counsel will notify Purchaser to contact their lender and request the lender to participate in the assignment; if the lender does not agree to assume or consent to the assignment of a mortgage, then the closing will proceed conventionally. If Purchaser's lender agrees to participate, Purchaser's lender will coordinate with Sponsor's counsel to prepare the necessary documents for closing; Purchaser shall not be liable for an adjournment due solely from the additional coordination required for the severance and assignment; Sponsor shall not cause Purchaser to lose financing.

    For properties in New York City, the mortgage tax is currently 2.05% less $30.00 of any mortgage obtained by the Purchaser of less than $500,000.00 and 2.175% less $30.00 for mortgages of $500,000.00 or more. Of this amount the lender pays a portion of the mortgage tax equal to 0.25% of the mortgage amount. In no event will the amount payable by Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser if such mortgage tax credit or exemption had not been available to Purchaser.

    See UNIT CLOSING COSTS AND ADJUSTMENTS set forth in Part I of the Plan.

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

20. A Unit Owner must obtain at the time of Closing "interior unit coverage", which is "walls-in" coverage also referred to as an HO-6 policy insurance. See RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS set forth in Part I of the Plan.

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

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

23. Prior to the closing of title to the first Unit, Sponsor shall have obtained a temporary or final Certificate of Occupancy for the entire Condominium. Sponsor anticipates on being able to obtain a final Certificate of Occupancy ("FCO") and all necessary permits for all elements of the Condominium within two (2) years of closing of title to the first Unit and, prior to the issuance of a FCO will cause any expiring temporary Certificate of Occupancy ("TCO") to be extended. Purchasers are advised that in New York City, newly constructed and newly

renovated buildings are sometimes offered as condominium projects without a final Certificate of Occupancy covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York State Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to the expiration thereof, and ultimately for obtaining a FCO covering the entire Building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

See RIGHTS AND OBLIGATIONS OF THE SPONSOR set forth in Part I of the Plan.

24. Each Residential Unit is measured horizontally from the exterior side of exterior walls (perimeter columns and mechanical pipes, ducts and shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit. Each Unit will be measured vertically from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. Since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of each Unit is significantly less than the area listed in Schedule A. Measurements are approximate and are within reasonable tolerances.
See section of the Plan SCHEDULE A in Part I.

25. Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, windows, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth

in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Unit Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The repair and replacement of the exterior surface of any terrace shall be performed by the Board of Managers and charged to the Unit Owner. Any structural or non-ordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear, including leaks that are not the result of a Unit Owner's negligence) or replacements to such Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Board of Managers and result from the negligence or wrongful acts of the Unit Owner, or its tenants, guests and/or invitees, to which such Limited Common Element is appurtenant, shall be performed by the Board of Managers at the cost of such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

Limited Common Elements and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner.

See DESCRIPTION OF PROPERTY AND IMPROVEMENTS, SCHEDULE A and FOOTNOTES thereto, and RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS set forth in Part I of the Plan.

26. The Three (3) Licensed Cabana Spaces are Common Elements located on the roof, owned by the Board of Managers, and licensed. The Twenty-Two (22) Licensed Storage Spaces are Common Elements located in the cellar, owned by the Board of Managers, and licensed. Sponsor will be the initial Licensee of each Licensed Space and remain so until the licenses are sold or abandoned. License Fees are due and payable by each Licensee to the Board of Managers. Licensed Space is considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. See DESCRIPTION OF PROPERTY AND IMPROVEMENTS, set forth in Part I of the Plan.

27. The Community Facility Unit is not being offered pursuant to this Offering Plan. Second Canaan Baptist Church shall take ownership of the Community Facility Unit and use the Unit as a church. For twenty-one (21) years, starting with the date that the Community Facility Unit is first conveyed, the Community Facility Unit shall be used only for Community Facility uses and for no other purpose without first obtaining prior written consent of Sponsor.

The Common Charges payable by the Community Facility Unit Owners shall be sufficient to cover the expenses fairly attributable to such Unit. Section 339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and apportion common expenses among Residential and Community Facility Units "based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners", if so authorized by the Declaration and By-Laws. Article 14 of the Condominium Declaration and Article IX of the By-Laws, set forth in Part II of this Plan, requires the Board of Managers to allocate the costs of operating the Condominium among the Residential and Community Facility Unit Owners based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. If any category of Unit Owner contends that any method of allocation determined by the Board is inequitable, the dispute may be submitted to arbitration as provided in the By-Laws. Since the Community Facility Unit Owner is responsible for all internal repairs and maintenance, heavier wear and tear attributable to use of the Community Facility Unit shall not impact the budget for the Condominium. Similarly, the By-Laws provide that all costs and expenses incurred in connect with the repair and maintenance of the portions of the Common elements intended to be devoted to the common use and enjoyment of the Residential Unit Owners shall be allocated and paid exclusively by the Residential Unit Owners. Any increase in expenses for services provided to the Community Facility Unit, but which are not utilized by the Residential Units, shall not impact the Common Charges payable by the Residential Unit Owners, nor shall such increases be passed along as an assessment or surcharge. Any increase in expenses for services provided to the Residential Units, but which are not utilized by the Community Facility Units, shall not impact the Common Charges payable by the Community Facility Unit Owner, nor shall such increases be passed along as an assessment or surcharge. If the Board of Managers incurs any increase in insurance premiums as a direct result of an increase in insurance risk resulting from any special use of the Community Facility Unit or a Residential Unit, such Unit Owner shall bear the cost of any such increase in insurance premiums over the premiums that would be charged but for the extra insurance risk due to the use of such Unit.

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

Subject to compliance with all Laws, including, without limitation, the certificate of occupancy

for such Unit and any applicable zoning regulations, and except as otherwise provided in the Declaration and By-Laws, Community Facility Units may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purposes, including but not limited to, a church, an outpatient clinic, school or community meeting room, museum, or art gallery. The Community Facility may not be used for (i) any illegal or pornographic purposes; (ii) any establishment in which are provided sex related activities consisting of nude or semi-nude live performances, sex club, massage parlor, adult bookstore, peep shows; (iii) homeless shelter, or (iv) a drug or alcohol rehabilitation facility. No representation or warranty is made as to who the owner or tenants of the Unit may be at any time, or as to the uses to which such Unit may be put at any time. See the By-Laws for restrictions of use of the Community Facility Units.

The Condominium shall be governed by a six (6) member Board of Managers comprised of one (1) member to be designated by the Community Facility Unit Owner (the "Non-Residential Board Member"), and five (5) members to be designated or elected by the Residential Unit Owner(s) (the "Residential Board Members").

See COMMUNITY FACILITY UNIT set forth in Part I of the Plan.

28. Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within twelve (12) months of the First Closing. However, the Building will have janitorial services as of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget which is based on a fully operational building. The Board of Managers may reduce Common Charges, allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

    Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the condominium are less than the projected expenses set forth in the budget for the first year of condominium operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full common charges will be refunded to all unit owners (including the Sponsor) on a pro-rated basis in the form of either a credit against future common charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual common charges or as to the amount of any credit that may be available as a result of such computation.

    Notwithstanding the foregoing, if a refund is contemplated for the First or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of common charges by unit owners over actual expenses for the condominium and has determined the amount of such refund as part of its annual review. For purposes of this plan, an "excess payment of common charges" shall mean the actual expenses of the condominium were less than the projected

expenses set forth in the Budget of the condominium. No refund may be given unless all expenses of the condominium are paid, including but not limited to, insurance premiums and reserve funds required by lenders. During the budget year following a year for which a refund was effectuated, no special assessment or increase in common charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to unit owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations See RIGHTS AND OBLIGATIONS OF THE SPONSOR set forth in Part I of the Plan.

29. No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any window, portion of the façade or curtain wall, and/or terrace in the Building. The Sponsor has no other projects within the immediate vicinity of the Building and has no development projects approved by the NYC Department of Buildings that will be adjacent to or directly across the street from the Building. If any material change in the vicinity occurs that affects the use or enjoyment of the property while sales are ongoing, an amendment will be filed within 30 days after the information becomes known to the Sponsor disclosing the material change. See LOCATION AND AREA INFORMATION set forth in Part I of this Plan.

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

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

31. If a Purchaser takes possession of a Unit prior to closing title through an Interim Lease, Purchaser will assume the risk of loss and the obligation to repair damage not covered by insurance already in place. Purchasers must obtain casualty insurance pursuant to the terms hereof. A person in possession who is not an owner cannot insure the Unit since they have no ownership interest, and the Unit cannot be doubly insured. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. See RIGHTS AND OBLIGATIONS OF THE SPONSOR and RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS set forth in Part I of the Plan.

32. In the event a Purchaser takes possession of a Unit prior to Closing pursuant to an Interim Lease, upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after notice thereof, or immediately after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the apartment will terminate, and Purchaser must vacate the Apartment. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due and payable separate and apart from any liquidated damages in the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement. Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. See INTERIM LEASE set forth in Part I of the Plan.

33. The Board of Managers will have right of access to all roof areas including setback roofs and including any and all private terraces and balconies for necessary inspection, maintenance or repairs. See RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS set forth in Part I of the Plan.

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

35. Any disputes between a Non-Residential Unit Owner, and the Board, one or more Residential Unit Owners, and/or the Declarant, including a dispute over whether any matter under consideration is material or adverse, shall be subject to expedited arbitration before JAMS, Inc., a private alternative dispute resolution provider, at the request of any Unit Owner as set forth in the By-Laws. By contrast, any disputes between the Declarant and Residential Unit Owners not involving a Non-Residential Unit shall not be submitted to arbitration but shall be settled in accordance with applicable law. See the BY-LAWS section in Part II of the Plan.

36. Sponsor may not exercise veto power over expenses described in Schedule B of Part I of the Plan or expenses required:

    i. to comply with applicable laws or regulations; or
    ii. to remedy any notice of violation; or
    iii. to remedy any work ordered by an insurer; or
    iv. any matter affecting the health or safety of the occupants of the Building.

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

37. For a maximum of two (2) years from the date of the recording of the Declaration in the Office of the County Clerk of the City of New York, as long as the Sponsor continues to hold fifty-one percent (51%) or more in number of the Units, the Sponsor's prior written consent shall be required in order to amend either the Declaration or the By-Laws. Furthermore, so long as Sponsor or Successor Sponsor shall own Unsold Units constituting twenty-five percent (25%) or more of the Common Interest, or for a period of five (5) years after closing of title to the first Unit, whichever is sooner, the Board of Managers may not, without the prior written consent of the Sponsor, (i) make any addition, alteration or improvement to the Common Elements or to any Unsold Unit or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (provided, however, Sponsor will not unreasonably withhold consent to additions to the replacement Reserve Fund to the extent assessments are necessary to make expenditures required by law), or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iv) provide for new or additional services other than those provided for in Schedule B hereof. Sponsor shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses required to comply with applicable law, to remedy any notice of violation, or to comply with any work order of an insurer. While Sponsor has voting control of the Board of Managers, Sponsor will not reduce or eliminate the services to be provided to the Condominium as set forth in this Plan. See CONTROL BY SPONSOR set forth in Part I of the Plan.

38. No Residential Unit Owner shall make any addition, alteration, repair or improvement in their Unit, Limited Common Elements, or to the Common Elements appurtenant to their Unit, without the prior written approval of the Board of Managers, which approval will not be

unreasonably withheld, provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. See RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS set forth in Part I of the Plan.

39. Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on their own judgment and investigation in deciding to enter into the Purchase Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of the Purchase Agreement. Purchaser shall not be relieved of any of Purchaser's obligations under the Purchase Agreement, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in this plan. A decrease in a unit’s area of 5% or less will not affect a Purchaser’s obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. The provisions of this paragraph shall survive the closing of title or the termination of the Purchase Agreement. See TERMS OF SALE set forth in Part I of the Plan.

40. Site conditions may cause variations in walls, ceilings, heights and other dimensions from those included in the Floor Plans or otherwise described in this Plan. If the layout and dimensions of a Unit does not materially deviate from the Plans and Specifications, subject to Sponsor's right to make changes necessitated by site conditions, a Purchaser will not be excused from purchasing the Unit for such reason and will not have any claim against Sponsor as a result of such non-material deviation. A decrease in a unit’s area of 5% or less will not affect a Purchaser’s obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. Sponsor will have no liability to any Purchaser nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for Purchaser's Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of an immaterial inaccuracy or error in the Floor Plans. See CHANGES IN UNITS AND PRICES set forth in Part I of the Plan.

41. Purchasers expressly waive trial by jury in any litigation arising out of, connected with, or relating to the Purchase Agreement or the relationship created in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is

located. The provisions of this paragraph shall survive closing of title or the termination of the Purchase Agreement. See TERMS OF SALE set forth in Part I of the Plan.

42. If Purchaser does not prevail, Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in successfully defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. See TERMS OF SALE set forth in Part I of the Plan.

43. Principals of Sponsor have executed the Certification of Sponsor and Principals set forth in Part II of the Plan solely for Martin Act purposes. Consistent with a First Department decision in Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, *et.al.*, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013), the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See GENERAL set forth in Part I of the Plan.

44. There is no known mold growth at the property. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains their Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that they take the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title. See RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS set forth in Part I of the Plan.

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

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

permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash. See RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS set forth in Part I of the Plan.

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

48. On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes. See INCOME TAX DEDUCTIONS TO UNIT OWNER set forth in Part I of the Plan.

49. Based on Counsel's Tax Opinion, the Condominium will not qualify for tax exempt status under Section 528. However, the total projected annual income equal the total projected annual expenses and no tax liability is projected. In addition, based on Revenue Ruling 70-604, no income tax would be due on excess assessments if the Condominium makes a 70-604 election. See INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM set forth in Part I of the Plan.

INTRODUCTION

Sponsor and Offer of Sale

10 LENOX DEVELOPMENT VENUTRES LLC (the "Sponsor"), a limited liability company organized under the laws of the State of Delaware, presents this offering plan (the "Plan") for the establishment of condominium ownership of the land (the "Land") consisting of approximately 7,183 square feet in the City and State of New York, located at 10 Lenox Avenue, New York, NY and upon presentation of this Plan known as Block 1594, Lot 69, as shown in the New York County Tax Map, and a building (the "Building") existing on the Land to be called The 10 Lenox Avenue Condominium (the "Condominium"). Sponsor acquired the Property on April 5, 2017 by deed from Second Canaan Baptist Church, recorded in the New York County office of the City Register on April 17, 2017 as CRFN 2017000142807.

This Plan sets forth all the material terms of the offer to sell Units in the Condominium. The Condominium is subject to and will comply with the New York Condominium Act. The Plan may be amended from time to time by amendment duly filed with the New York State Department of Law and served pursuant to 13 NYCRR § 20.1(d). The Plan, including Part II, constitutes the entire offer of the Sponsor. Copies of the Plan and all exhibits submitted to the Department of Law in connection with the filing of this Plan will be available for inspection without charge by prospective Purchasers or their attorneys and copying at a reasonable charge at the Building after the on-site sales office is open. Copies of the Plan and all exhibits submitted to the Department of Law are also available for inspection, without charge, and copying, at a reasonable fee, at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, NY 10005.

The Land is under construction at the time of presentation of this Plan; the prior structure was used as a church. Sponsor is constructing a new Building pursuant to New York City Department of Building NB approved permits. A Certificate of Occupancy will be issued for the Building reflecting the planned construction. The Building will be constructed by Sponsor in accordance with all applicable law. The Sponsor expects that construction will be complete on or about January 1, 2019. On completion of construction, the Building will consist of eight (8) floors and a cellar. The Building will be divided into Twenty-Nine (29) Residential Units, One (1) Community Facility Unit, Three (3) Licensed Cabana Spaces, and Twenty-Two (22) Licensed Storage Spaces.

Sponsor has obtained financing from Bank Leumi USA with an address of 579 Fifth Avenue, New York, NY 10017. The liens held by the Lender shall be subordinate to the Declaration. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the Lender's mortgage upon tender of the relevant payment as agreed to between Sponsor and Lender.

Sponsor will be offering for sale, pursuant to this Plan, the Twenty-Nine (29) Residential Units, Three (3) Licensed Cabana Spaces, and Twenty-Two (22) Licensed Storage Spaces in accordance with the schedule of sales prices (Schedule A) set forth in Part I. These prices have been set by Sponsor and are not subject to approval by the Department of Law or any other governmental agency. Sponsor will endeavor in good faith to sell units rather than rent after the plan has been consummated. The One (1) Community Facility Unit will be transferred to Second

Canaan Baptist Church.

Each Unit will have a refrigerator/freezer, dishwasher, range with oven and hood, washer, and dryer. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth in the Description of Property and Specifications and Building Condition. The Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Plan are included in the offering prices listed in Schedule A.

The Three (3) Licensed Cabana Spaces are Common Elements located on the roof, owned by the Board of Managers, and licensed. The Twenty-Two (22) Licensed Storage Spaces are Common Elements located in the cellar, owned by the Board of Managers, and licensed. Sponsor will be the initial Licensee of each Licensed Space and remain so until the licenses are sold or abandoned. License Fees are due and payable by each Licensee to the Board of Managers. Licensed Space is considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building.

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Plan that are being offered herein. Unless this Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner rather than rent after the plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. For this plan, five (5) Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor; Sponsor could effectively control the Board indefinitely. In the event Sponsor has rented a Unit after consummation of the Plan, and subsequently sells the Unit pursuant to this Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Plan.

If Sponsor sells 10 units or 20 percent of the total number of units in the condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family, such purchaser will be deemed a Successor Sponsor pursuant to 13 NYCRR Section 20.1 (c)(1). However, a Successor Sponsor will have the obligations of a Sponsor only in relationship to the units which such Sponsor owns.

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

The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution (the "Development Air Rights") shall be retained by Sponsor or any entity to whom Sponsor conveys said Development Air Rights for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar and related agreements. Sponsor or any entity to whom Sponsor conveys Development Air Rights shall have the right to amend the Declaration and

any ZLDA that exists pertaining to the Building, in order to convey Development Air Rights (the "Air Rights Amendment"). Sponsor or any entity to whom Sponsor conveys the Development Air Rights shall have the right to complete and file the Air Rights Amendment with the City of New York without the consent of the owners of the Condominium Units or the Board of Managers or any parties in interest to the Common Elements. The owners of the Condominium Units, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Air Rights as described in the Air Rights Amendment and shall execute any documents evidencing said consent as are reasonably requested by Sponsor. In the event Development Air Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the Development Air Rights may utilize the Development Air Rights to increase the size, height, bulk or density of any portion of the Property. Sponsor does not anticipate any Development Air Rights to be available upon completion of the Building.

Features of Condominium Ownership

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

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

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

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

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

Sponsor reserves the right to control the Board of Managers for a period of time until the earlier to occur of (a) sixty (60) days after the date by which seventy five (75%) of the Units have been conveyed to Unit Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. However, as long as Sponsor or Successor Sponsor owns a Unit, it will be entitled to appoint one (1) member of the Board of Managers. The Board of Managers will be elected by the Unit Owners after the Sponsor Control Period, and will be charged with the primary obligation for operating the Property. The By-Laws do not provide that after the Sponsor relinquishes control of the Board of Managers that Board of Managers members be owner-occupants. Each Unit Owner's vote will be weighed in accordance with the Owner's percentage interest in the Common Elements. A description of the Unit Owners right to vote for and to serve as a member of the Board of Managers, and a description of the rights and obligations of the Board of Managers is contained in the Section "Rights and Obligations of the Board of Managers" in Part I of the Plan and in the Condominium's By-Laws.

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

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

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

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

estimated Common Charges for each Unit for the First Year of Operations are set forth in the Schedule A contained in Part I of the Plan.

This offering is made only to individuals aged 18 years or older, and entities qualified to do business in the State of New York who are competent to own real estate in the State of New York.

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

DEFINITIONS

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

- Air Rights Amendment: An amendment to the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Air Rights.

- Board of Managers: The governing body of the Condominium initially comprised of five (5) managers appointed by Sponsor and one (1) manager appointed by the Community Facility Unit Owner.

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

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

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

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

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

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

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

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

- Community Facility Unit: The Non-Residential Unit. Any plural use of Community Facility Units or Non-Residential Units refer to this Unit and relate only to the possible subdivision of the Non-Residential Unit as provided for in the Declaration and By-Laws.

- Condominium: The Units and Common Elements comprising the Property. The words

"Property," "Condominium," "Premises," and "Building," are used interchangeably in this Plan.

- Condominium: The condominium which will be established pursuant to the Declaration and governed by the By-Laws.

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

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

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

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

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

- Development Air Rights: The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution.

- Escrow Account: The escrow account maintained by Marans, Weisz & Newman LLC, as escrow agent at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171.

- Escrow Agent: Marans Weisz & Newman, LLC

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

- First Closing: First closing of title to a Unit in the Condominium to a Purchaser under the Plan.

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

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

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

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

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

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

- Lender: Bank Leumi USA with an address of 579 Fifth Avenue, New York, NY 10017, together with their successors and/or assigns.

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

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

- Mansion Tax: An additional New York State real estate transfer tax of 1% of the sale price that applies to residences where consideration is $1 million or more.

- Non-Residential Common Element: Those portions of the Common Elements intended to be devoted to the common use and enjoyment of the Non-Residential Unit Owners. Upon recording of the Declaration, no Non-Residential Common Elements exist; a subdivision of the Non-Residential Unit may create Non-Residential Common Elements in the future.

- Non-Residential Common Interest: The proportionate undivided interest, expressed as a numerical percentage, of each Non-Residential Unit Owner in the Common Elements. The total of all Non-Residential Common Interest percentages appurtenant to all Non-Residential Units equals to 100%.

- Non-Residential Unit: Any Unit not designated for residential use in the Floor Plans such as the "Community Facility Unit".

- Non-Residential Unit Owner: An owner of a Non-Residential Unit. The initial owner of the Non-Residential Unit shall be the Second Canaan Baptist Church.

- Permitted Exceptions: Encumbrances to the title to a Unit that a Purchaser agrees to take title subject to.

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

- Plan: The offering plan submitted by the Sponsor to the Department of Law required in order to be able to sell Units in the Condominium.

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

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

- Property Tax Professional: The real estate broker, appraiser, attorney or other professional familiar with the tax assessment practices in the locality in which the property is located that Sponsor retained to prepare the Property Tax Projection Letter.

- Property Tax Projection Letter: An estimate of the assessed valuation after completion of construction or rehabilitation from a real estate broker, appraiser, attorney or other professional familiar with the tax assessment practices in the locality in which the property is located.

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

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

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

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

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

- Reserve Fund: A fund established for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects.

- Residential Common Elements: Those portions of the Common Elements intended to be devoted to the common use and enjoyment of the Residential Unit Owners.

- Residential Common Expenses: All costs and expenses to be incurred generally by Residential Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital and replacements to the Residential Common Elements.

- Residential Common Interest: The proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals to 100%.

- Residential Unit: A Unit for residential use.

- Residential Unit Owner: A Unit Owner who has purchased a Residential Unit.

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

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

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

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

- Sponsor Control Period: A period of time until the earlier to occur of (a) sixty (60) days after the date by which seventy five percent (75%) of the Units have been conveyed to Unit Purchasers; or (b) five (5) years after the First Closing.

- Successor Sponsor: An affiliate of Sponsor, a designee or assignee of Sponsor, or a Purchaser of 10 units or 20 percent of the total number of Units in the Condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor.

- Unit: a part of the Property intended for any type of use or uses, and with an exit to a public street or highway or to Common Elements leading to a public street or highway, and may include such appurtenances as garage and other parking space, storage room, balcony, terrace and patio. Each Unit is designated by number, letter or combination thereof or other official designations conforming to the tax lot number designating the Unit in the Declaration and on the Floor Plans.

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

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

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

- Working Capital Fund: A fund held and used for working capital, closing costs and adjustments, unanticipated increases in budgeted or additional Common Expenses, capital repairs or replacement or for such other appropriate purposes as will be determined by the Board of Managers.

- ZLDA: A zoning lot development agreement.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property has a land area of approximately 7,183 square feet. The site will contain one new building (the "Building") when construction is completed. The street address of the Property is 10 Lenox Avenue in the Borough of Manhattan. The Building is located on Lenox Avenue between Central Park North and West 111th Street.

The Condominium shall consist of Twenty-Nine (29) Residential Units, One (1) Community Facility Unit, Three (3) Licensed Cabana Spaces, and Twenty-Two (22) Licensed Storage Spaces. The Building is a new building which will contain eight (8) stories. The Building will be constructed in accordance with all applicable zoning and building laws which include the Zoning Resolution of the City of New York and New York City Construction Codes. One (1) passenger elevator shall serve the entire building and one (1) passenger elevator shall serve the Community Facility Unit. A schedule of approved New York City Department of Building (DOB) plans for the work, including DOB applications, is specified in the Description of Property and Specifications and Building Condition set forth in Part II of this Offering Plan.

A new Certificate of Occupancy will be issued reflecting the planned construction. The property is currently vacant and will remain unoccupied throughout construction, which is expected to be substantially completed on or about January 1, 2019. A Closing will take place only after the issuance of a temporary or final Certificate of Occupancy for the entire project or, issuance of a partial, temporary or final Certificate of Occupancy for the Unit closed or the building in which the Unit is located.

Each Unit will have a refrigerator/freezer, dishwasher, range with oven and hood, washer, and dryer. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth in the Description of Property and Specifications and Building Condition. The Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Plan are included in the offering prices listed in Schedule A.

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

Gas is provided by Consolidated Edison, Inc. The gas consumed in the Residential Units for cooking and generation of centralized domestic hot water will be commonly metered.

Water is provided by the City of New York. The water to each Residential Unit will be commonly metered by the City of New York. The water consumed in the Common Elements and Residential Units will be borne by the Residential Unit Owners as a Common Charge and be allocated to each Residential Unit in proportion to their Common Interest. The Non-Residential Unit will be sub-metered.

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

charges for activating services for the Unit.

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

Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within twelve (12) months of the First Closing. However, the Building will have janitorial services as of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget which is based on a fully operational building. The Board of Managers may reduce Common Charges, allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the condominium are less than the projected expenses set forth in the budget for the first year of condominium operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full common charges will be refunded to all unit owners (including the Sponsor) on a pro-rated basis in the form of either a credit against future common charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual common charges or as to the amount of any credit that may be available as a result of such computation.

Notwithstanding the foregoing, if a refund is contemplated for the First or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of common charges by unit owners over actual expenses for the condominium and has determined the amount of such refund as part of its annual review. For purposes of this plan, an "excess payment of common charges" shall mean the actual expenses of the condominium were less than the projected expenses set forth in the Budget of the condominium. No refund may be given unless all expenses of the condominium are paid, including but not limited to, insurance premiums and reserve funds required by lenders. During the budget year following a year for which a refund was effectuated, no special assessment or increase in common charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to unit owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, windows, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Unit Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The repair and replacement of the exterior surface of any terrace shall be performed by the Board of Managers and charged to the Unit Owner. Any structural or non-ordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear, including leaks that are not the result of a Unit Owner's negligence) or replacements to such Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Board of Managers and result from the negligence or wrongful acts of the Unit Owner, or its tenants, guests and/or invitees, to which such Limited Common Element is appurtenant, shall be performed by the Board of Managers at the cost of such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

Limited Common Elements and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner. The Limited Common Elements in this Building are the terraces for eighth floor Units and the elevator and stairwells that exclusively serve the Community Facility Unit.

The Three (3) Licensed Cabana Spaces are Common Elements located on the roof, owned by the Board of Managers, and licensed. The Twenty-Two (22) Licensed Storage Spaces are Common Elements located in the cellar, owned by the Board of Managers, and licensed. Sponsor will be the initial Licensee of each Licensed Space and remain so until the licenses are sold or abandoned. License Fees are due and payable by each Licensee to the Board of Managers. Licensed Space is considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building.

No Residential Units will have lot line windows.

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

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

LOCATION AND AREA INFORMATION

Location

The property is located on the East Side of Lenox Avenue between 111th Street and Central Park North. The property is in the Borough of Manhattan in the neighborhood known as Harlem. The neighborhood stretches from the Harlem River/East River in the east, to the Hudson River to the west; and between 155th Street in the north, where it meets Washington Heights, and an uneven boundary along the south that runs along either 96th Street east of Fifth Avenue or 110th Street west of Fifth Avenue.

The neighborhood is part of New York Community Board 10.

No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any window, portion of the façade or curtain wall, and/or terrace in the Building. The Sponsor has no other projects within the immediate vicinity of the Building and has no development projects approved by the NYC Department of Buildings that will be adjacent to or directly across the street from the Building. If any material change in the vicinity occurs that affects the use or enjoyment of the property while sales are ongoing, an amendment will be filed within 30 days after the information becomes known to the Sponsor disclosing the material change.

Educational Institutions

The Building is located in school district number 3.

Grade Schools:

- P.S. 185 — 20 West 112th Street
- The Alain L. Locke Magnet School for Environmental Stewardship — 21 West 111th Street
- Sisulu-Walker Charter School of Harlem — 125 West 115th Street

Intermediate/Junior High Schools:

- Success Academy Charter School - Harlem 4 — 240 West 113th Street
- Frederick Douglass Academy II Secondary School — 215 West 114th Street
- P.S. 108 — 1615 Madison Avenue

High Schools:

- Central Park East High School — 1573 Madison Avenue
- The Heritage School — 1680 Lexington Avenue

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

Zoning and Use

The Building is located in Zoning District R7-2 with a C1-4 Commercial Overlay. R7-2 Zoning District is a medium density apartment house district. The height factor regulations for R7 districts encourage low apartment buildings on smaller zoning lots and, on larger lots, taller buildings with low lot coverage. C1-4 commercial overlay is mapped within residence districts. Mapped along streets that serve local retail needs, they are found extensively throughout the city's lower and medium density areas and occasionally in higher density districts. Typical retail uses include neighborhood grocery stores, restaurants and beauty parlors.

Municipal Services

Transportation:

The nearest subway lines to the property are the 2 and 3 trains stopping at Central Park North-station located on the corner of Lenox Avenue and West 110th Street.

The following bus lines stopping at Central Park North and Malcom X Boulevard are the nearest to the property:

M2-LTD: 4th Avenue & East 9th Street

M3: East 8th Street and Lafayette Street

M4: West 32nd Street and 7th Avenue

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

These services are provided by the City of New York and all charges (except water) are incorporated into City taxes. The property is located within the 25th Police Precinct located at 120 East 119th Street, New York, New York 10035. The property is located within Engine 58 Ladder 26 Firehouse located at 1367 Fifth Avenue, New York, New York 10029.

Public Library:

The New York Library branch serving the area is the 115th Street Branch located at 203 West 115th Street, New York, New York 10026.

Mailing Address and Postal Services:

The mailing address of the Property will be "10 Lenox Avenue, New York, New York 10026". The post office servicing the Property is the Morningside Station located at 232 West 116th Street, New York, New York 10026.

Medical Facilities

- Mount Sinai Hospital — 1190 Fifth Avenue
- Lenox Avenue Health Center — 115 West 116th Street
- Harlem Hospital Center: General Surgery — 506 Lenox Avenue

- CityMD Urgent Care 80 West 125th Street

Religious Institutions

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

After the Filing Date, Sponsor makes no guarantee or representation as to the continued operation of any of the services or amenities disclosed in this section of the Plan.

THE 10 LENOX AVENUE CONDOMINIUM
SCHEDULE A
OFFERING PRICES AND RELATED INFORMATION FOR FIRST YEAR OF OPERATIONS
JANUARY 1, 2019 - DECEMBER 31, 2019

Unit	Bedrooms	Baths	Unit Square Footage (1)	Limited Common Element Sq Footage (1)	Offering Price (2)	General Common Interest (3)	Residential Common Interest (3)	% of Non Residential Common Interest	Estimated Monthly Common Charges (4)	Estimated Annual Common Charges (4)	Estimated Monthly Real Estate Taxes (5)	Estimated Annual Real Estate Taxes (5)	Estimated Monthly Total Carrying Charges (6)
CF *			13956	1988	N/A	30.5482%		100.00%	$ 1,289.26	$ 15,471.12	$0.00	$0.00	$ 1,289.26
Non Residential Sub Total			**13956**	**1988**		**30.5482%**		**100.00%**	**$ 1,289.26**	**$ 15,471.12**	**$0.00**	**$0.00**	**$ 1,289.26**
3A	2	2	1030		$1,325,000.00	2.6863%	3.8679%		$ 928.23	$ 11,138.71	$618.06	$7,416.70	$ 1,546.28
3B	0	1	527		$715,000.00	1.3744%	1.9790%		$ 474.92	$ 5,699.09	$316.23	$3,794.73	$ 791.15
3C	1	1	801		$1,025,000.00	2.0891%	3.0079%		$ 721.84	$ 8,662.09	$480.64	$5,767.65	$ 1,202.48
3D	1	1	662		$865,000.00	1.7265%	2.4860%		$ 596.59	$ 7,159.14	$397.24	$4,766.91	$ 993.84
3E	0	1	585		$685,000.00	1.5257%	2.1968%		$ 527.19	$ 6,326.30	$351.03	$4,212.36	$ 878.22
4A	1	1	692		$865,000.00	1.8048%	2.5986%		$ 623.62	$ 7,483.40	$415.23	$4,982.82	$ 1,038.85
4B	0	1	450		$595,000.00	1.1736%	1.6898%		$ 405.52	$ 4,866.25	$270.02	$3,240.19	$ 675.54
4C	2	2	1169		$1,500,000.00	3.0488%	4.3898%		$ 1,053.47	$ 12,641.67	$701.45	$8,417.44	$ 1,754.93
4D	1	1	628		$885,000.00	1.6379%	2.3583%		$ 565.95	$ 6,791.39	$376.84	$4,522.04	$ 942.79
4E	2	2	1233		$1,525,000.00	3.2157%	4.6302%		$ 1,111.16	$ 13,333.96	$739.87	$8,878.41	$ 1,851.03
4F	1	1	664		$795,000.00	1.7318%	2.4935%		$ 598.39	$ 7,180.74	$398.44	$4,781.29	$ 996.84
5A	1	1	692		$885,000.00	1.8048%	2.5986%		$ 623.62	$ 7,483.40	$415.23	$4,982.82	$ 1,038.85
5B	0	1	450		$610,000.00	1.1736%	1.6898%		$ 405.52	$ 4,866.25	$270.02	$3,240.19	$ 675.54
5C	2	2	1169		$1,550,000.00	3.0488%	4.3898%		$ 1,053.47	$ 12,641.67	$701.45	$8,417.44	$ 1,754.93
5D	1	1	628		$905,000.00	1.6379%	2.3583%		$ 565.95	$ 6,791.39	$376.84	$4,522.04	$ 942.79
5E	2	2	1233		$1,575,000.00	3.2157%	4.6302%		$ 1,111.16	$ 13,333.96	$739.87	$8,878.41	$ 1,851.03
5F	1	1	664		$815,000.00	1.7318%	2.4935%		$ 598.39	$ 7,180.74	$398.44	$4,781.29	$ 996.84
6A	1	1	692		$905,000.00	1.8048%	2.5986%		$ 623.62	$ 7,483.40	$415.23	$4,982.82	$ 1,038.85
6B	0	1	450		$625,000.00	1.1736%	1.6898%		$ 405.52	$ 4,866.25	$270.02	$3,240.19	$ 675.54
6C	2	2	1169		$1,600,000.00	3.0488%	4.3898%		$ 1,053.47	$ 12,641.67	$701.45	$8,417.44	$ 1,754.93
6D	1	1	628		$925,000.00	1.6379%	2.3583%		$ 565.95	$ 6,791.39	$376.84	$4,522.04	$ 942.79
6E	2	2	1233		$1,625,000.00	3.2157%	4.6302%		$ 1,111.16	$ 13,333.96	$739.87	$8,878.41	$ 1,851.03
6F	1	1	664		$835,000.00	1.7318%	2.4935%		$ 598.39	$ 7,180.74	$398.44	$4,781.29	$ 996.84
7A	1	1	735		$935,000.00	1.9169%	2.7601%		$ 662.37	$ 7,948.49	$441.04	$5,292.49	$ 1,103.41
7B	3	2.5	1646		$2,350,000.00	4.2929%	6.1811%		$ 1,483.35	$ 17,800.22	$987.69	$11,852.26	$ 2,471.04
7C	2	2	1296		$1,875,000.00	3.3800%	4.8668%		$ 1,167.94	$ 14,015.32	$777.67	$9,332.09	$ 1,945.62
7D	2	2	1176		$1,545,000.00	3.0671%	4.4161%		$ 1,059.78	$ 12,717.40	$705.66	$8,467.87	$ 1,765.44
PHA	3	2.5	1674	851	$2,950,000.00	4.6988%	6.7656%		$ 1,623.62	$ 19,483.45	$1,081.09	$12,973.04	$ 2,704.71
PHB	3	2.5	1748	760	$3,100,000.00	4.8563%	6.9921%		$ 1,677.98	$ 20,135.72	$1,117.28	$13,407.35	$ 2,795.26
Residential Sub Total			**26388**	**1611**	**$36,390,000.00**	**69.4518%**	**100.0000%**		**$ 23,998.18**	**$ 287,978.16**	**$15,979.17**	**$191,750.00**	**$ 39,977.35**
TOTAL			**40344**	**3599**	**$36,390,000.00**	**100.0000%**			**$ 25,287.44**	**$ 303,449.28**	**$15,979.17**	**$191,750.00**	**$ 41,266.61**

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

*The Community Facility Unit is not being offered pursuant to this Offering Plan. Second Canaan Baptist Church shall take ownership of the Community Facility Unit and use the Unit as a church.

THE 10 LENOX AVENUE CONDOMINIUM

SCHEDULE A-1

OFFERING PRICES AND RELATED INFORMATION FOR FIRST YEAR OF OPERATIONS

JANUARY 1, 2019 - DECEMBER 31, 2019

Licensed Space	Square Feet	Offering Price	Monthly License Fee
Cabana 1	442	$175,000.00	$42.00
Cabana 2	377	$150,000.00	$37.00
Cabana 3	400	$150,000.00	$40.00
Storage 1	20	$10,000.00	$10.00
Storage 2	20	$10,000.00	$10.00
Storage 3	20	$10,000.00	$10.00
Storage 4	20	$10,000.00	$10.00
Storage 5	20	$10,000.00	$10.00
Storage 6	20	$10,000.00	$10.00
Storage 7	20	$20,000.00	$15.00
Storage 8	20	$10,000.00	$10.00
Storage 9	20	$10,000.00	$10.00
Storage 10	20	$10,000.00	$10.00
Storage 11	20	$10,000.00	$10.00
Storage 12	15	$17,500.00	$15.00
Storage 13	15	$17,500.00	$15.00
Storage 14	15	$17,500.00	$15.00
Storage 15	15	$17,500.00	$15.00
Storage 16	20	$10,000.00	$10.00
Storage 17	20	$10,000.00	$10.00
Storage 18	12	$15,000.00	$15.00
Storage 19	31	$30,000.00	$20.00
Storage 20	31	$30,000.00	$20.00
Storage 21	48	$40,000.00	$25.00
Storage 22	61	$50,000.00	$25.00
Total	1722	$850,000.00	$419.00

NOTES TO SCHEDULE A

1. Floor Plans depicting layouts of Units in this Schedule A appear in Part II of the Plan. Purchasers should note that the square footage of each Unit, as reflected in Schedule A, the Floor Plans set forth in Part II of the Plan, and in Exhibit B to the Declaration set forth in Part II of this Plan are approximate and are within reasonable tolerances. Each Residential Unit is measured horizontally from the exterior side of exterior walls (perimeter columns and mechanical pipes, ducts and shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit. Each Unit will be measured vertically from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. Dimensions listed on Schedule A are based on this method of measurement; since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of each Unit is significantly less than the area listed in Schedule A. Floor area may include columns, mechanical pipes shafts, shaftways chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Each Unit also includes the interior doors and walls and all plumbing, gas and electrical fixtures, lines, conduits and equipment such as refrigerators, dishwashers, panel boxes, ranges and other appliances, as may be affixed, attached or appurtenant to said Unit, not including the Building heating equipment and system, plumbing, gas and electrical fixtures and equipment as used in the preceding sentence include exposed and unexposed (to the extent solely serving or benefiting the Unit) gas and water pipes attached to the fixtures, appliances and equipment fixtures, appliances and equipment, and appliances and any special equipment, fixtures or facilities affixed, attached, or appurtenant to the Unit.

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, windows, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Unit Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The repair and replacement of the exterior surface of any terrace shall be performed by the Board of Managers and charged to the Unit Owner. Any structural or non-ordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear, including leaks that are not the result of a Unit Owner's negligence) or replacements to such Limited Common Element shall be made by the Board of Managers, and the cost and

expense thereof shall be charged to all Unit Owners as a Common Expense; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Board of Managers and result from the negligence or wrongful acts of the Unit Owner, or its tenants, guests and/or invitees, to which such Limited Common Element is appurtenant, shall be performed by the Board of Managers at the cost of such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

Limited Common Elements and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner. The Limited Common Elements in this Building are the terraces for eighth floor Units and the elevator and stairwells that exclusively serve the Community Facility Unit.

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

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

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

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

(ii) each Unit Owner shall be responsible for paying for the costs of separately sub-

metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges; See "Budget for Individual Energy Costs Schedule B-1" in Part I of the Plan for a more detailed description of the separately sub-metered utilities supplied to the Unit.

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

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

5. Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter set forth subsequently in Part I of this Plan supplied by Tuchman, Korngold, Weiss, Liebman, & Lindemann, LLP, 6 East 45th Street, 7th Floor, New York, NY 10017 ("Property Tax Professional"). Post-construction real estate tax estimates were made by Property Tax Professional. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter by Property Tax Professional to provide prospective purchasers the information related to the property taxes for the Building set forth herein; Sponsor and Sponsor's counsel are not property tax experts, have not independently verified the Property Tax Projection Letter, and make no judgment as to its accuracy. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by Property Tax Professional thoroughly and to consult with their own tax counsel or expert regarding same. See the Property Tax Projection Letter dated February 20, 2018, set forth at the end of REAL ESTATE TAXES. The Property Tax Projection Letter provides, in part, as follows:

The January 16, 2018 tentative assessment roll shows the following:

Actual Assessed Value	$890,550
Transition Assessed Value	$796,950
Tax Class	4

Upon conversion to a condominium, the Residential Units will be designated Tax Class 2. The 2017/2018 tax rate is 12.719% for Tax Class 2. The 2018/2019 final assessment roll will only reflect a land assessment when it is published in May 2018; the first-year budget incorporates 6 months under the 2018/2019 tax year and 6 months under the 2019/2020 tax year. The tax rate used to calculate the projected real estate taxes are 12.719% for Tax Class 2.

The estimated taxable value of Residential Units in the 2018/2019 tax year:	$300,000
The estimated taxable value of Residential Units in the 2019/2020 tax year:	$2,575,000

Estimated Initial Budget Year R.E. Taxes:	$182,836
Estimated Post Construction Residential R.E. Taxes:	$327,514

The Schedule A set forth in Part I of the Plan allocates the Estimated Initial Residential Budget Year R.E. Taxes to all Residential Units based on each Residential Unit's Common Interest Percentage. However, Sponsor makes no representation that the New York City Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest. Purchasers are urged to review the Property Tax Projection Letter with their own counsel to understand the tax implications on their Unit. After the Condominium is divided into individual tax lots by the Department of Finance, each Unit will be taxed as a separate tax lot for real estate tax purposes, and individual Unit Owners will not be responsible for, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units. Every January, the New York City Department of Finance mails property owners a Notice of Property Value. Every May, the New York City Department of Finance issues a final assessment. After the Declaration and Tax Maps are filed, until the New York City Department of Finance issues the next Notice of Property Value or final assessment, an assessment of each Unit may not be shown on the New York City Department of Finance website even if the New York City Department of Finance has apportioned the real estate taxes for each Unit.

No warranty, guarantee or assurance is given that:

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

(ii) the New York City Department of Finance will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by Property Tax Professional for such purpose, or that the New York City Department of Finance will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above.

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

New York State residents or not individuals. Please consult Counsel's Income Tax Opinion in Part I of this Plan for all conditions of deductibility. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL CARRYING CHARGES OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE CONDOMINIUM WILL BE AS STATED, OR THAT SUCH CARRYING CHARGES OR EXPENSES WILL NOT VARY FROM THE AMOUNTS SHOWN IN SCHEDULE A.

SCHEDULE B

THE 10 LENOX AVENUE CONDOMINIUM

ESTIMATED SCHEDULE OF INCOME AND EXPENSES FOR FIRST FULL YEAR OF OPERATION

JANUARY 1, 2019 - DECEMBER 31, 2019

ESTIMATED INCOME				
	COMMON CHARGES - RESIDENTIAL UNITS	(1)	$	287,978.16
	COMMON CHARGES - COMMUNITY FACILITY UNIT	(1)	$	15,471.12
	LICENSED SPACE INCOME	(1)	$	5,028.00
			$	**308,477.28**
ESTIMATED EXPENSES				**TOTAL**
	LABOR	(2)	$	-
	HEATING	(3)	$	-
	GAS	(4)	$	15,599.52
	ELECTRICITY	(5)	$	61,766.59
	WATER CHARGES AND SEWER RENTS	(6)	$	17,343.32
	REPAIRS, MAINTENANCE AND SUPPLIES	(7)	$	12,000.00
	SERVICE CONTRACTS	(8)	$	143,710.85
	INSURANCE	(9)	$	18,735.00
	MANAGEMENT FEE	(10)	$	17,400.00
	LEGAL AND AUDIT FEES	(11)	$	7,500.00
	RESERVE FUND	(12)	$	9,202.00
	CONTINGENCY FUND	(13)	$	5,220.00
	INCOME TAXES	(14)	$	-
	TOTAL OPERATING EXPENSES		**$**	**308,477.28**

Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from January 1, 2019 to December 31, 2019. The actual First Year of Condominium Operation may begin earlier or later than that year. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by twenty-five percent (25%) or more, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned, together with interest earned thereon.

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

FOOTNOTES TO SCHEDULE B

1. These amounts represent the total Common Charges to be levied against and collected from the Unit Owners during the projected First Year of Condominium Operation. The Common Charges will be utilized by the Board of Managers to defray the operational expenses of the Condominium. Common Expenses are allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. These allocations are solely projections; the Board of Managers is responsible to allocate actual budget expenses based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. For example, projections allocate 95% of the Repairs and Maintenance expense to Residential Units, however if 100% of the expenses are attributable to the Residential Units, then the expense must be reallocated as such. Expenses which are attributable to, and allocated by, floor area use the floor area in the Floor Plans and not Common Interest.

For line items that are specially allocated, components of the line item are for service or materials performed or provided 100% to the Residential Units while other components are for services or materials for General Common Elements which should be shared by the Residential Units and the Community Facility Unit. For those expenses, the note may recite that "this expense has been allocated 95% to the Residential Units." Such allocation results from the following assumptions and methodology. Where Sponsor and the budget expert have projected that 81.4% of the expenses relate exclusively to the Residential Units, and 18.6% relate to services which benefit both the Residential Units and Community Facility Unit, to be allocated based on floor area, the Community Facility Unit is charged with its floor area portion of the shared 18.6% segment, or 5% of the total. Line items that reflect 90% allocated to Residential Units reflect a determination that approximately 37.6% are such expenses are shared expenses and 62.4% are exclusively Residential Expenses. If any category of Unit Owner contends that any method of allocation determined by the Board of Managers is inequitable, the dispute may be submitted to arbitration.

There are Three (3) Licensed Cabana Spaces and Twenty-Two (22) Licensed Storage Spaces. The Condominium will charge a monthly license fee for the use of each individual Licensed Space. The monthly license fees projected herein are based upon estimated expenses for the twelve (12) month period commencing January 1, 2019. The Residential Common Charges will be offset by the income derived from the license fees in the amount of $5,028.00. The license fees will be subject to increases based on the percentage increase in subsequent budgets approved by the Board of Managers. See SCHEDULE A-1 for the license fees.

No warranty is made with respect to the amount of any budget item. The projected budget has been reviewed by the Sponsor's budget expert, Adam Lichtenstein of Choice NY Property Management, LLC. Based upon the consumption and related Building maintenance information that the Sponsor has provided to Mr. Lichtenstein, the budget is believed to be reasonable.

2. Labor $0.00

The Condominium will not employ any staff on payroll as an association, all staff to be provided by third-party. Please see Footnote 9 regarding the janitorial services and doorman.

3. Heating $0.00

For heating, cooling, and hot water costs, see Footnotes 4 and 5.

4. Gas $15,599.52

Gas for heat and cooking in the Residential Units will be commonly metered. Based on an estimate dated September 4, 2018 from A&D Engineering, PLLC, the gas projections are based upon a consumption of 15,426 therms of gas/year at a cost of $1.8055 per therm for a total of $27,851.64. The Budget Expert reduced overall occupancy compared to the projections of A&D Engineering, PLLC. This will account for Units that will not meet expected occupancy levels (i.e., not all one bedroom units will house 2 people and not all 2 bedrooms units will house 3 people). This reduction is based on Budget Expert's experience with similar projects. The estimated annual cost is $15,599.52. This expense has been allocated 100% to the Residential Units.

The Community Facility Unit is separately metered and the Community Facility Unit Owner will be responsible for gas consumed in the Unit.

Heat for Common Elements consume electricity.

5. Electricity $61,766.59

This estimate is based on a report dated September 4, 2018 from A&D Engineering, PLLC. Common site electric meters are for the elevator, lighting in public corridors and stairs, common mechanical equipment and miscellaneous common electric power for the Building. Electrical service shall be provided by the Consolidated Edison Company of New York. Actual usage will be sensitive to the equipment that is installed and the habits of the Unit Owners, which may vary significantly. Each Unit shall be separately metered for electrical consumption within the Unit and each Unit Owner shall be required to pay the bills for electricity consumed or used in their Unit.

Estimated common electrical usage includes but is not limited to the average lighting in the lobby, cellar, ground floor, corridors, outdoor lighting, boiler, water pumps, and elevator(s). The budgeted amount assumes a rate of $0.2348 per kWh based on an anticipated annual consumption of 290,680 kWh. The Budget Expert reduced overall occupancy compared to the projections of A&D Engineering, PLLC. This will account for Units that will not meet expected occupancy levels (i.e., not all one bedroom units will house 2 people and not all 2 bedrooms units will house 3 people). This reduction is based on Budget Expert's experience with similar projects. The estimated annual cost is $61,426.48 based on the consumption of 261,612 kwh. The Community Facility Unit Owner does not have access to the Residential Common Elements such as the lobby and hallways; this expense has been allocated 100% to the Residential Units. See Schedule B-1 for the projected costs associated with individual electric consumption.

6. Water Charges and Sewer Rents $17,343.32

Water and sewer charges for the Building are assessed by the City of New York based on the actual amount of usage. The City of New York currently charges $10.10 per hundred cubic feet of water and sewer use (approximately 748 gallons). There will be one meter servicing the entire Building. The Community Facility Unit will be sub-metered and responsible for its own consumption as well as maintenance and repair of the sub-meter. This expense has been allocated 100% to the Residential Units. This estimate is based on a report dated September 4th, 2018 from A&D

Engineering, PLLC. 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 New York City water and sewer charges in recent years and this trend is likely to continue. The projection is based upon standard engineering formulas, historical and database comparisons, and best information available. The budgeted amount assumes a rate of $10.10 per HCF based on an anticipated annual consumption of 1,511,100 gal. Actual usage will be sensitive to the equipment that is installed and the habits of the Unit Owners, which may vary significantly. In addition, the Budget Expert reduced overall occupancy by 15% compared to the projections of A&D Engineering, PLLC. This will account for Units that will not meet expected occupancy levels (i.e., not all one bedroom units will house 2 people and not all 2 bedrooms units will house 3 people). This reduction is based on Budget Expert's experience with similar projects.

7. Repairs, Maintenance, and Supplies $12,000.00

Includes normal repair, maintenance and supplies with respect to Common Elements including plumbing work, electrical work, periodic painting and plastering, repairing windows and doors, and supplies such as cleaning supplies, light bulbs, fixtures, hardware, garbage bags, etc. used in connection with the operation of the Common Elements. No amount is included for items covered by construction warranties or for the cost of any major capital expenditure in the Building. The budgeted number does not include repairs, painting, maintenance or supplies (including appliances) for individual Units, which are the responsibility of the individual Unit Owners. The Community Facility Unit will not require the same amount of repairs, maintenance, and supplies because the Community Facility Unit Owner does not have access to the Residential Common Elements such as the lobby and hallways; this expense has been allocated 95% to the Residential Units.

8. Service Contracts $143,710.85

Amounts indicated below are estimates made by the proposed Managing Agent for the Building based upon the Managing Agent's experience of managing similar properties and certain written proposals set forth below. No maintenance or service contracts have been entered into as of the filing date of the Plan.

- Elevator System– Under New York City law, it is required that an elevator service contract be maintained. The cost for this type of elevator service totals $19,800. The cost of elevator maintenance service for this Building shall include monthly inspections, general maintenance, and one annual CAT 1 & CAT 5 inspection. The Community Facility Unit Owner does not have access to the residential elevator; this expense has been allocated 100% to the Residential Units. All maintenance, repairs, and inspections of the elevator servicing the Community Facility Unit is allocated to the Community Facility Unit.

- Fire Alarm System – For both the fire alarm system equipment maintenance and fire alarm system monitoring a combined and consolidated contract will be at a charge of $1,500 per year. In addition, the Budget Expert budgeted $3,600/ year for phone lines,

which will be needed to connect all fire alarms to central monitoring station. This expense has been allocated based on floor area.

- Sprinkler System – The sprinkler system is located throughout the Building. To comply with ECB Rules #5 and #17, the Building's sprinkler system must be inspected once per month by a Licensed Master Fire Suppression Contractor. Written records of these monthly inspections must also be kept at the Building. Fire Sprinkler monthly inspections and one annual inspection at the Building will cost roughly $4,000 per year. This expense has been allocated based on floor area.

- Exterminator- Extermination treatments will be provided to the building on a monthly basis. The projected cost of this will be $2,400 annually. This expense has been allocated based on floor area.

- Virtual Doorman- The building will provide a virtual doorman intercom system, which the 1st year cost will be covered by the Sponsor. Upon completion of the 1st year contract, the Condominium will be responsible for the increased expense of $14,400. The Community Facility Unit will not utilize the lobby; this expense will be allocated 100% to the Residential Units.

- Super/Resident Manager- It is expected that the Condominium will contract a third party maintenance company, which will provide the Building one part-time Superintendent/Resident Manager service for approximately $34,443.68. The Community Facility Unit will utilize a minor portion of the super's services such as sidewalk cleaning; this expense has been allocated 95% to the Residential Units.

  The budgeted figure includes all FICA, unemployment insurance, worker's compensation and disability charges which are required. The projected level of staffing for the Building complies with all applicable housing and labor laws. Accordingly, the Building Staff Wages (including Sick Pay & Vacation Coverage), Taxes and Benefits, Health and 401K employer contributions figures described is in accordance with the industry standards.

- Doorperson/Concierge- It is expected that the Condominium will contract a third party maintenance company, which will provide the Building one part-time Doorperson/concierge service for approximately $77,967.17. The Community Facility Unit Owner does not have access to the Residential Common Elements such as the lobby and hallways and will not utilize the doorperson's services; this expense has been allocated 100% to the Residential Units.

  The budgeted figure includes all FICA, unemployment insurance, worker's compensation and disability charges which are required. The projected level of staffing for the Building complies with all applicable housing and labor laws. Accordingly, the Building Staff Wages (including Sick Pay & Vacation Coverage), Taxes and Benefits, Health and 401K employer contributions figures described is in accordance with the industry standards.

9. Insurance $18,735.00

The projected insurance premium is based on the letter, dated February 20th, 2018 from Allsure Insurance Brokerage, having an office at 1090 Coney Island Ave, Suite 201, Brooklyn, NY 11230.

Commercial Property Insurance	
Building - All Risk	$10,500,000
Boiler and Machinery	Included
Loss of Income	$350,000
Property Deductible	$5,000
Commercial General Liability	
Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Fire Damage Legal Liability	$100,000
Fidelity Bond	$100,000
Directors & **Officers Liability**	$1,000,000
Commercial Umbrella Liability	$5,000,000
Annual Premium	$18,735

Sponsor will procure on behalf of the Board, on or before the date of the First Closing, the fire, casualty and general liability insurance required to be carried by the Condominium.

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

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

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. This insurance is adequate for the replacement of the Building in the event of a total loss.

Individual Unit Owners will be solely responsible for maintaining casualty insurance with respect to the Unit, including, without limitation, the flooring, fixtures, finishing's, furniture, furnishings, equipment, appliances and personal property located within the Unit, any Limited Common Elements appurtenant thereto, and any Cabanas licensed by the Unit Owner, as well as liability insurance with respect to occurrences in or about the Unit, any Limited Common Elements appurtenant thereto, and any Cabanas licensed by the Unit Owner.

This expense has been allocated based on floor area.

10. Management Fees $17,400.00

The management fee is based on the management agreement to be entered into with Choice NY Property Management LLC having an address 254 West 31st Street, 6th Floor, New York, NY 10001. Based on the opinion of the Sponsor's Budget Expert, the fee for the Managing Agent for the First Year of Condominium Operation is comparable to the fees charged for such services at comparable buildings. Reference should be made to the summary of the Management Agreement in Part I of this Plan. The Community Facility Unit is only one of thirty Units, it is expected that the Managing Agent will primarily tend to residential issues; this expense has been allocated 90% to the Residential Units.

11. Legal and Audit Fees $7,500.00

The estimate of legal expense is based upon any anticipated consultation with an attorney to be retained by the Condominium Board. Such consultation would include, but not be limited to, issues raised by the Condominium Board in connection with the operation of the Property. No separate counsel has been appointed by Sponsor for the Condominium, it is not anticipated that any legal expense shall be required by the Condominium during the First Year of Condominium Operation. Therefore, $0 has been allocated to this expense. However, in the event that legal services are required by the Condominium, 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. In future years, the legal expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. For example, if future legal expenses are attributable to solely to Residential Units, then legal expenses will be allocated to the Residential Units.

A certified public accountant will be responsible for auditing the Condominium's books and records and preparing the requisite audited financial statements. In addition, the accountant will be responsible for filing federal, state and city income tax returns. The amount set aside for this service is $7,500. This projection is based on an estimate received from Wilkin & Guttenplan P.C. with an office located at 2 Penn Plaza, 5th Floor, New York, NY 10121. This expense has been allocated based on Common Interest. In future years, this expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. For example, if a tax certiorari is performed to reduce the taxes of Residential Units, the expenses related to the tax certiorari will be allocated to the Residential Units.

12. Reserve Fund $9,202.00

A reserve fund is being established for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). The Reserve Fund is funded through Common Charges. The Community Facility Unit Owner shall be obligated to contribute to the Reserve Fund, however, such contributions must go towards Common Elements that serve the entire Building and not Residential Common Elements. The Condominium Board, in its discretion may decide in future years to increase or decrease the reserve fund line item in the Condominium's annual budget or issue Special Assessments to finance needed capital expenditures. While the Sponsor is in control

of the Board, Sponsor will not use Reserve Fund monies to reduce common charges. Based on the reserve fund study, it is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital expenditures likely to be needed within the first five (5) years of Condominium operation. Purchasers will be required to pay at Closing an amount equal to one (1) month of common charges as a contribution to the Working Capital Fund and one (1) month of common charges as a contribution to the Reserve Fund.

The typical amount budgeted is approximately ten percent (10%) of the expenses budgeted for the entire year in order to conform to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae, however a reserve study was done by Strategic Inspections, LLC, dated April 25, 2018, which allows for a reserve requirement of $9,202.00. This expense has been allocated 90% to the Residential Units. Contributions made by the Community Facility Unit must be used towards General Common Elements as opposed to solely Residential Common Elements.

13. Contingency Fund $5,220.00

This line item accounts for unanticipated Condominium expenses or unanticipated increases in projected expenses that arise during the First Year of Condominium Operation. In Budget Expert's experience, approximately 2% of the overall budget is a fair estimate. These funds will be deposited into the Working Capital Fund. This expense has been allocated 95% to the Residential Units. In future years, this line item may be eliminated once actual expenses are determined. In addition, this line item will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. For example, if the miscellaneous expenses that utilize this fund are unexpected increases in gas prices, it will be allocated solely to Residential Units, if actual usage of the Contingency Fund are miscellaneous office and postage expenses then they may be allocated 95% to the Residential Units.

14. Income Taxes $0.00

Based on Counsel's Tax Opinion, the Condominium will not qualify for tax exempt status under Section 528. However, the total projected annual income equal the total projected annual expenses and no tax liability is projected. In addition, based on Revenue Ruling 70-604, no income tax would be due on excess assessments if the Condominium makes a 70-604 election.

IN THE OPINION OF CHOICE NY PROPERTY MANAGEMENT LLC, HAVING AN OFFICE AT 254 W 31ST STREET, 6TH FLOOR, NEW YORK, NEW YORK 10001, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

SCHEDULE B-1

BUDGET FOR INDIVIDUAL ENERGY COSTS

The following chart sets forth the estimated annual electric costs for lighting and operating typical electrical appliances in each Unit.

Units	Square Footage	Estimated Annual Electric Consumption per kilowatt hour (KWH) (Note 1)	Estimated Monthly Electric Cost
0 BR	450.33-548.38	14,179	$277
1 BR	626.9-800.82	14,346	$281
2 BR	1171-1298.38	15,944	$312
3 BR	1635.34-1674.99	17,472	$342

Notes:

The electric estimate for individual Unit Owners is based on a rate of $0.235 per KWH. The foregoing estimate is based upon the opinion letter dated September 8, 2018, from A&D Engineering, PLLC whose address is 2606 East 15th Street, Suite 304, Brooklyn, NY 11235.

The projected rates are not guaranteed and it must be expected that these rates will increase with the passage of time and may be affected by many factors which are beyond the control of the Sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of occupants. The cost of electricity for air conditioning use is not included in this analysis due to the wide range of usage fluctuation based on occupant preference.

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

CHOICE NEW YORK MANAGEMENT

Choice New York Management | 254 West 31st Street 6th FL | 212 982 3600

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

April 23rd, 2018

New York State Department of Law
Real Estate Finance Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: The 10 Lenox Avenue Condominium
10 Lenox Avenue
New York, NY 10026

Dear Sir/Madam:

You have requested an opinion from me with regards to your allocation of common interest to units in the above-referenced condominium pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York. You have informed me that the factual basis of calculating the percentage of common interest allocated to each Unit consists of the floor space, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

Based on my review of the foregoing factors, I have concluded that the proposed allocation of common interest to individual units is in compliance with Section 339-i(1)(iv) of the Real Property Law of the State of New York.

I am an owner of Choice NY Property Management LLC, which has managed approximately 90 properties in the last 8 years. I am not, in any way, associated with you or any other participants in this project, and have no beneficial interest in your business, or in profitability of the project. This is an opinion only as to the relative value of each unit in relation to the value of the project as a whole; is strictly based on the information provided to me in such reasonable inquiries as to the validity thereof as I deemed appropriate under the circumstances; and is not intended as a guarantee of the actual value of any individual unit. I consent to the inclusion of this letter in your offering plan.

Very truly yours,

Adam Lichtenstein
Choice New York Property Management LLC
Member

COMMUNITY FACILITY UNIT

The Community Facility Unit is not being offered pursuant to this Offering Plan. Second Canaan Baptist Church shall take ownership of the Community Facility Unit and use the Unit as a church. For twenty-one (21) years, starting with the date that the Community Facility Unit is first conveyed, the Community Facility Unit shall be used only for Community Facility uses and for no other purpose without first obtaining prior written consent of Sponsor.

The Common Charges payable by the Community Facility Unit Owners shall be sufficient to cover the expenses fairly attributable to such Unit. Section 339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and apportion common expenses among Residential and Community Facility Units "based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners", if so authorized by the Declaration and By-Laws. Article 14 of the Condominium Declaration and Article IX of the By-Laws, set forth in Part II of this Plan, requires the Board of Managers to allocate the costs of operating the Condominium among the Residential and Community Facility Unit Owners based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. If any category of Unit Owner contends that any method of allocation determined by the Board is inequitable, the dispute may be submitted to arbitration as provided in the By-Laws. Since the Community Facility Unit Owner is responsible for all internal repairs and maintenance, heavier wear and tear attributable to use of the Community Facility Unit shall not impact the budget for the Condominium. Similarly, the By-Laws provide that all costs and expenses incurred in connect with the repair and maintenance of the portions of the Common elements intended to be devoted to the common use and enjoyment of the Residential Unit Owners shall be allocated and paid exclusively by the Residential Unit Owners. Any increase in expenses for services provided to the Community Facility Unit, but which are not utilized by the Residential Units, shall not impact the Common Charges payable by the Residential Unit Owners, nor shall such increases be passed along as an assessment or surcharge. Any increase in expenses for services provided to the Residential Units, but which are not utilized by the Community Facility Units, shall not impact the Common Charges payable by the Community Facility Unit Owner, nor shall such increases be passed along as an assessment or surcharge. If the Board of Managers incurs any increase in insurance premiums as a direct result of an increase in insurance risk resulting from any special use of the Community Facility Unit or a Residential Unit, such Unit Owner shall bear the cost of any such increase in insurance premiums over the premiums that would be charged but for the extra insurance risk due to the use of such Unit.

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

Subject to compliance with all Laws, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided

in the Declaration and By-Laws, Community Facility Units may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purposes, including but not limited to, a church, an outpatient clinic, school or community meeting room, museum, or art gallery. The Community Facility may not be used for (i) any illegal or pornographic purposes; (ii) any establishment in which are provided sex related activities consisting of nude or semi-nude live performances, sex club, massage parlor, adult bookstore, peep shows; (iii) homeless shelter, or (iv) a drug or alcohol rehabilitation facility. No representation or warranty is made as to who the owner or tenants of the Unit may be at any time, or as to the uses to which such Unit may be put at any time. See the By-Laws for restrictions of use of the Community Facility Units.

The Community Facility Unit Owner will have an easement through and along all of the General Common Elements and Residential Common Elements to install, maintain, operate, repair and replace any and all cables, conduits, wires, apparatus and equipment as may be required in connection with telecommunications and the general operation of the Community Facility Unit and similar equipment. Any utility, cable TV or similar company that is entitled by law to install equipment in such portion of the Common Elements shall have an easement through the Community Facility Unit in such manner as shall be reasonably determined by the Condominium Board. Each of the foregoing easements shall be exercised in such manner as to not unreasonably disrupt the use by other Unit Owners of their respective Units. However, it is Sponsor's opinion that the foregoing rights in favor of the Community Facility Unit Owner will not have a material adverse impact upon the Condominium.

The Condominium shall be governed by a six (6) member Board of Managers comprised of one (1) member to be designated by the Community Facility Unit Owner (the "Non-Residential Board Member"), and five (5) members to be designated or elected by the Residential Unit Owner(s) (the "Residential Board Members").

CHANGES IN PRICES AND UNITS

Changes in Prices

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

Changes in Units

Site conditions may cause variations in walls, ceilings, heights and other dimensions from those included in the Floor Plans or otherwise described in this Plan. If the layout and dimensions of a Unit does not materially deviate from the Plans and Specifications, subject to Sponsor's right to make changes necessitated by site conditions, a Purchaser will not be excused from purchasing the Unit for such reason and will not have any claim against Sponsor as a result of such non-material deviation. A decrease in a unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. Sponsor will have no liability to any Purchaser nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for Purchaser's Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of an immaterial inaccuracy or error in the Floor Plans.

In order to meet the possible varying demand for number and type of Units, or to meet the particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right at any time, both before and after recording the Declaration and without the consent of Purchasers, Unit Owners or the Board of Managers, with respect to Unsold Units, to (i) change or reverse the layout of any Unsold Unit and make adjustments in interior dimensions of Unsold Units, (ii) change the number of rooms in any Unsold Unit, (iii) change the size and/or number of Unsold Units by subdividing one or more such Unsold Units into two or more separate Unsold Units, combining separate Unsold Units into one or more Unsold Units, altering boundary walls of Unsold Units, or otherwise, including, without limitation, incorporating any wall, hallway or portion thereof, space, or other area abutting Unsold Units into one or more Unsold Units or otherwise, and (iv) if appropriate, reapportion the Common Interest among the Unsold Units affected by such change.

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

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

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

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

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

INTERIM LEASES

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

Interim leases will not be subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, or the New York City Rent Stabilization Code, as such laws are presently in effect. The term of each such Interim Lease shall expire on the earliest to occur of (i) the date of closing of title to the Unit covered by such Interim Lease, (ii) the date fixed in the Interim Lease for the expiration of the term, (iii) the date upon which the Interim Lease is terminated at the option of Sponsor by reason of a default by the Purchaser-tenant under the Interim Lease or a casualty or condemnation affecting the Unit or (iv) the date upon which the Interim Lease is terminated by the Purchaser-tenant or Sponsor as provided below. The rent payable under the Interim Lease shall be negotiated by the parties but shall in no event exceed the maximum legal rent, if any, permitted under Applicable Laws.

In the event a Purchaser takes possession of a Unit prior to Closing pursuant to an Interim Lease, upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after notice thereof, or immediately after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the apartment will terminate, and Purchaser must vacate the Apartment. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due and payable separate and apart from any liquidated damages in the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement. Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. See the INTERIM LEASE set forth in Part II of the Plan.

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

Purchaser of liability for damage to their Unit or of any other liability under the Purchase Agreement or Interim Lease.

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

If the Plan is abandoned, a Unit occupied pursuant to an Interim Lease shall be subject to the provisions of any Applicable Rent Laws that may be in effect with respect to such Unit at the time of such abandonment.

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

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

Any Interim Lease shall be subordinate to the mortgage held by the Lender.

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

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

PROCEDURE TO PURCHASE

Purchase Agreement

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

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

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

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

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

Purchase Agreement is Not a Lien

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

Conflicts between Plan and Purchase Agreement

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

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

Purchaser Financing

The terms and provisions of the Purchase Agreement and Purchaser's obligations thereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof). Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations under the Purchase Agreement. A Purchaser who does not obtain financing may lose the Deposit if they are unable to otherwise raise the monies for the balance of the purchase price. A Purchaser who requires financing is advised to consult with a lending institution before execution of this Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

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

Balance of Purchase Price and Closing Documents

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

TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the balance of the purchase price and to pay, perform or observe Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default as defined in the Purchase Agreement, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE

ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate the Purchase Agreement. If Sponsor so elects to terminate, the Purchase Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Plan and the Agreement, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $2,250.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the closing of title to a Purchaser's Unit does not take place on the Closing Date, for any reason other than circumstances completely within Sponsor's sole control, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor, at Closing, interest on the unpaid balance of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, where interest shall be equal to the highest legal rate as of the Closing Date (the current rate is 16% per annum). The following additional charges may apply:

i. $500.00 if the Closing is not held at Sponsor's attorneys' offices at the request of Purchaser or Purchaser's lender.

ii. $500.00 for each adjournment of the Closing requested or caused by Purchaser or Purchaser's lender.

iii. $500.00 if the Closing is held outside New York City at the request of Purchaser or Purchaser's lender.

iv. $1,000.00 to attorneys for Sponsor for the preparation of a letter of default.

v. $350.00 if a Purchaser shall obtain mortgage financing through a lender to defray the additional costs associated therewith.

vi. $1,000.00 for an assignment agreement, if requested by Purchaser and provided Sponsor has consented thereto.

vii. $1,000.00 for preparation of Interim Lease Agreement.

Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of the Closing in excess of five (5) days in the aggregate, Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit. See the PURCHASE AGREEMENT set forth in Part II of the Plan.

Sponsor must make a written demand for payment after default at least 30 days before forfeiture of the Deposit may be declared.

At the Closing, Purchaser shall be required to sign and deliver a Power of Attorney to the Board of Managers of the Condominium covering the Unit in the form contained in Part II of the Plan and pay certain closing fees, costs and adjustments (see the section "Unit Closing Costs and Adjustments"). Failure to sign and deliver a Power of Attorney will be a default by Purchaser. The Purchaser will also be required to pay the New York State and New York City real property transfer tax returns, mortgage recording taxes and Sponsor's and Purchaser's attorney fees covering the sale of their Unit, any real estate reporting return and statement required by the Internal Revenue Code or the regulations thereunder, all other documents required by law, and all other documents reasonably required by Sponsor or required under Purchaser's Purchase Agreement. The balance of the purchase price is also payable at Closing. This amount shall be paid by wire transfer or a bank, cashier's, or certified check, drawn on or issued by a New York bank, trust company of other New York lending institution which is a member of the New York Clearing House Association, payable to Sponsor (or to any one Sponsor designates or directs in writing).

Default by Purchaser

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

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

The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and should be read carefully by the prospective Purchaser and their legal or financial representative before being executed. Purchasers should be aware that if any conflict exists between the Plan and the Purchase Agreement, the provisions of the Plan shall in all events control; however, this shall only apply to initial Purchasers who purchase a Unit from Sponsor. The terms of sale and other provisions of an actual Purchase Agreement entered into between Sponsor and any Purchaser may vary from the provisions contained in the form of Purchase Agreement contained in Part II of the Plan due to individual negotiations. However, such variations shall have no effect on the provisions of any other Purchase Agreement theretofore or thereafter entered into between Sponsor and any other Purchaser nor shall such variations contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under article 23-A of the General Business Law.

The Escrow Agent

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

The Escrow Account

The Escrow Agent has established the escrow account at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171, in the State of New York, a bank authorized to do business in the State of New York. The escrow account is The 10 Lenox Avenue Condominium Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Purchasers making Deposits in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of this amount. Purchasers are also advised that if Purchasers have an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. Before funds are transferred to any new escrow account, or if the escrow agent is replaced, the plan must be amended to provide the same full disclosure with respect to any new account, the escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for any escrow account only after the Department of Law approves in writing the use of such alternate form of security.

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

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance to the terms of the Purchase Agreement. Advances made for upgrades, extras, or custom work remains the Purchaser's money until used in commission of the requested work.

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

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.

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

Notification to Purchaser

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

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

Before funds are transferred to any new escrow account, or if the escrow agent is replaced, the plan must be amended to provide the same full disclosure with respect to any new account, the escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for any escrow account only after the Department of Law approves in writing the use of such alternate form of security.

Release of Funds

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Advances made for upgrades, extras, or custom work remains the Purchaser's money until used to execute the requested work. In the event a rescission right is exercised, all Deposits and advances not used to execute the requested work will be released in accordance with the terms of the Purchase Agreement. In the event the Plan is abandoned, all Deposits and advances will be released in accordance with the terms of the Purchase Agreement.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve

the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations. The Escrow Agent shall maintain all records concerning any escrow account for seven years after release of the funds. Upon the dissolution of any law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

Waiver Void

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

Trust Obligation of Sponsor

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL §352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the plan does not relieve Sponsor of its obligations pursuant to GBL §352-h. Funds from any escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

Lawsuits

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

Risk of Loss and Restoration after Casualty

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit. If a Purchaser takes possession of a Unit prior to closing title, i.e. via an interim lease, Purchaser will assume the risk of loss and the obligation to repair the damage not covered under insurance already in place; therefore, it is advisable that Purchaser obtain casualty

insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

Lien Law

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

Delay in First Closing

Sponsor anticipates that the first closing of a Unit will occur by January 1, 2019. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit occurs later than December 31, 2019, twelve (12) months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date. However, if the first closing occurs before January 1, 2020, Sponsor may schedule the closings of title to other Units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

The First Year of Condominium operation is estimated to be January 1, 2019 through December 31, 2019. As in any construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Closing may occur sooner or later than the projected First Year of Condominium operation and closings to certain Residential Units may occur substantially before or after closing for other Residential Units.

FinCEN Geographic Targeting Order

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

renewed on similar terms upon expiration. A copy of the Order is available here:

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

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

ASSIGNMENT OF PURCHASE AGREEMENTS

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

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

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

EFFECTIVE DATE

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

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

The Plan may not be declared effective until bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Units offered under the Plan. For this plan, five (5) Units satisfy the fifteen percent (15%) threshold necessary to declare the plan effective.

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

The Plan must be declared effective when Purchase Agreements are executed and accepted by Sponsor for eighty percent (80%) or more of the Units offered under the Plan. For this Plan, Twenty-Four (24) Units meets or exceeds the eighty percent (80%) threshold.

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

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

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

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

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

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

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

TERMS OF SALE

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

The Purchase Agreement is contingent upon the effectiveness of the Plan. If the Plan is abandoned, all Purchase Agreements will be cancelled and all Deposits, including advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, together with any interest earned, will be refunded.

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

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

Permitted Exceptions

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

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

2. Standard exceptions contained in the title report;

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

4. The following form title exceptions:

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

AS TO THE UNIT: With respect to Condominium Unit No. ___ the title to which is to be insured herein, policy excepts any state of facts which an accurate survey would disclose. Policy insures, however, that any encroachment of the Unit onto other Units or onto any part of the common elements may remain undisturbed as long as the Unit insured hereunder exists.

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

A. None.

6. Each Unit will be split and released from the following Mortgages that encumber the Property:

Between 10 LENOX DEVELOPMENT VENUTRES LLC as Mortgagor and Bank Leumi USA as Mortgagee dated 12/21/17 and recorded 01/02/18 in CRFN 2018000000774 in the amount of $16,288,340.00.

Between 10 LENOX DEVELOPMENT VENUTRES LLC as Mortgagor and Bank Leumi USA as Mortgagee dated 12/21/17 and recorded 01/02/18 in CRFN 2018000000775 in the amount of $1,243,660.00.

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

None.

8. Each Unit will be split and released from the following UCC-1 Financing Statements that encumber the Property:

Between 10 LENOX DEVELOPMENT VENUTRES LLC and Bank Leumi USA dated 12/21/17 and recorded 01/02/18 in CRFN 2018000000776.

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

A Closing will take place only after the issuance of a temporary or final Certificate of Occupancy for the entire project or, issuance of a partial, temporary or final Certificate of Occupancy for the Unit closed or the building in which the Unit is located

Purchasers shall be given an opportunity to inspect the Unit prior to Closing. Any work remaining to be done in the Unit pursuant to the Plan and/or the Purchase Agreement shall be itemized on an "Inspection Statement," a form of which is contained in Part II of the Plan, signed by both Sponsor and Purchaser. Sponsor shall be obligated to complete the items on the Inspection Statement within a reasonable time after Closing. However, if Sponsor agrees in writing to complete any items on the Inspection Statement prior to Closing, Purchaser must re-inspect the Unit on the day prior to Closing to inspect and sign off on all items Sponsor agreed to complete. No open items of work will be discussed at the Closing itself.

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

Purchasers may not add any additional work items to the Inspection Statement after the final inspection of the Unit has occurred, and neither Sponsor nor its contractors, subcontractors, principals, managers or members shall have any obligation to perform any such additional work

items. Notwithstanding anything to the contrary set forth above, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following immaterial conditions:

- any condition resulting from normal wear and tear or natural deterioration from the normal movement, settlement and shrinkage or expansion of the residential units or the Building generally and/or building materials;
- partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;
- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;
- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;
- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;

- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other immaterial conditions in each of the following: windows, window glass, frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;
- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or slight floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;
- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;
- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;
- any other minor imperfection or immaterial condition, except as expressly warranted pursuant to this Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

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

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

In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii)

Purchaser shall pay Sponsor, at Closing, interest on the unpaid balance of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, where interest shall be equal to the highest legal rate as of the Closing Date (the current rate is 16% per annum); and (iii) Purchaser shall pay Sponsor's counsel $500.00 for each adjournment requested or caused by Purchaser or Purchaser's lender. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit.

In the event of a default by Purchaser in Purchaser's obligations under the Purchase Agreement, not cured within any applicable grace period, the Deposit and any interest thereon may be retained by Sponsor as liquidated damages. Sponsor must make a written demand for payment after default at least 30 days before forfeiture of the deposit may be declared.

Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

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

Sponsor has obtained financing from Bank Leumi USA. The liens held by the Lender shall be subordinate to the Declaration. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the Lender's mortgage upon tender of the relevant payment as agreed to between Sponsor and Lender.

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

title insurance.

Risk of Loss and Restoration after Casualty

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to the condition set forth in the Plan, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit. If a Purchaser takes possession of a Unit prior to closing title, i.e. via an interim lease, Purchaser will assume the risk of loss and the obligation to repair the damage not covered under insurance already in place; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

No Representations

Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on their own judgment and investigation in

deciding to enter into the Purchase Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of the Purchase Agreement. Purchaser shall not be relieved of any of Purchaser's obligations under the Purchase Agreement, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in this plan. A decrease in a unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. The provisions of this paragraph shall survive the closing of title or the termination of the Purchase Agreement.

Costs of Enforcing and Defending Agreement.

Purchaser does not prevail, Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in successfully defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder. The provisions of this Article shall survive closing of title or the termination of this Agreement.

Waiver of Jury Trial

Except as prohibited by law, Purchasers expressly waive trial by jury in any litigation arising out of, connected with, or relating to the Purchase Agreement or the relationship created in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this paragraph shall survive closing of title or the termination of the Purchase Agreement.

Waiver of Diplomatic or Sovereign Immunity.

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

UNIT CLOSING COSTS AND ADJUSTMENTS

At Closing, each Purchaser shall be required to pay certain costs and expenses. The following is a list of the types and amounts of costs and expenses Purchasers should expect to pay.

Title Insurance

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

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

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

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

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

Purchasers are free to use the title company of their choice at no additional cost. Everest Abstract Services LLC located at 271 Madison Avenue, Suite 401, New York, Ny 10016, has updated the title search and submitted the title report to the Attorney General of the State of New York with respect to this Offering Plan. There is no relation between the principals of Everest Abstract Services LLC and the Sponsor or Attorney for the Sponsor.

Transfer Taxes and Recording Fees

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

Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax", the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

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

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

Mansion Tax

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers in an amount equal to 1% of the consideration for a Unit where the consideration for the Unit is $1,000,000 or more (the "Mansion Tax"). Purchasers of Units where the consideration (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser) is $1,000,000 or more thus will be obligated to pay the Mansion Tax at closing. Sponsor makes no

representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

Mortgage Related Costs

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

To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such credit, if applicable. If the Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to Section 339-ee(2) of the New York State Condominium Act.

In the event the credit under Section 339-ee(2) is not available, an exemption is available if Purchaser's lender assumes or consents to the assignment of a mortgage lien encumbering such Purchaser's Unit. At the request of Sponsor, Purchaser shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property in an amount not to exceed such Purchaser's loan amount, and the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the mortgage indebtedness encumbering the Property with Purchaser's mortgage. To the extent that the Purchaser is entitled to an exemption from the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, including but not limited to Sponsor's mortgage, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such exemption. The severance and assignment of a portion of the mortgage on the Property, as contemplated herein would not result in any additional risk or cost to the Purchaser; under no circumstance will this be the cause of Purchaser losing financing. Any severance/assignment transaction will be initiated only after financing has been procured by Purchaser. After Purchaser has obtained a commitment letter, Sponsor's counsel will notify Purchaser to contact their lender and request the lender to participate in the assignment; if the lender does not agree to assume or consent to the assignment of a mortgage, then the closing will proceed conventionally. If Purchaser's lender agrees to participate, Purchaser's lender will coordinate with Sponsor's counsel to prepare the necessary documents for closing; Purchaser shall not be liable for an adjournment due solely from the additional coordination required for the severance and assignment; Sponsor shall not cause Purchaser to lose financing.

For properties in New York City, the mortgage tax is currently 2.05% less $30.00 of any mortgage obtained by the Purchaser of less than $500,000.00 and 2.175% less $30.00 for mortgages of $500,000.00 or more. Of this amount the lender pays a portion of the mortgage tax equal to 0.25% of the mortgage amount. In no event will the amount payable by Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser if such mortgage tax credit or exemption had not been available to Purchaser.

Common Charge and Real Estate Tax Adjustments

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

If a Unit closes during the 2018/2019 tax year (i.e., the tax year running from July 1, 2018 to June 30, 2019), it is possible the Unit will not be separately assessed for real estate taxes for that tax year by that Unit's closing date. In such event, the adjustment for real estate taxes will be based on the Unit's proportionate share of the real estate taxes for the Property, which shall be obtained by multiplying the taxes payable on account of the Property for that year by the Common Interest attributable to the Unit.

If separate tax assessments have not been made for individual units prior to the closing of title to a Unit, Sponsor will collect from each Purchaser at closing, and will place in escrow in a separate account established by the Sponsor for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes), based on the method of allocation described above. If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article II, Section 10. of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a Special Assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until

Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

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

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

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

Closing Counsel Fees

Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $2,500.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor, at Closing, interest on the unpaid balance of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, where interest shall be equal to the highest legal rate as of the Closing Date (the current rate is 16% per annum). The following additional charges may apply:

i. $500.00 if the Closing is not held at Sponsor's attorneys' offices at the request of Purchaser or Purchaser's lender.
ii. $500.00 for each adjournment of the Closing requested or caused by Purchaser or Purchaser's lender.
iii. $500.00 if the Closing is held outside New York City at the request of Purchaser or Purchaser's lender.

If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit.

Professional Fees

Purchaser shall have sole responsibility for payment of all professionals, including

attorney(s), employed or retained by Purchaser.

Working Capital and Reserve Fund Contribution

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

Example of Typical Closing Costs

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

Assuming that a Purchaser closes timely and incurs no penalties under the Purchase Agreement, the closing costs with a purchase price of $800,000.00 and assuming a mortgage of $680,000.00 will be approximately:

Title Insurance Fee:	$	3,156.00
Loan Premium:	$	772.00
Endorsements	$	150.00
Transfer Taxes - New York State:	$	3,200.00
Transfer Taxes - New York City:	$	11,400.00
Mansion Tax:	$	0.00
Mortgage Recording Tax:	$	12,290.00
Recording Fees:	$	550.00
Search Fees:	$	520.00
Other Fees:	$	40.00
Subtotal	$	32,078.00
Working Capital Fund:	$	
Reserve Fund:	$	
Sponsor's Attorney's Closing Fee:	$	2,500.00
Sponsor's Attorney's Purchaser Financing Fee:	$	350.00
ACRIS Preparation Fee:	$	250.00
Total Estimated Closing Costs:	**$**	**35,178.00**

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

RIGHTS AND OBLIGATIONS OF THE SPONSOR

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Plan that are being offered herein. Unless this Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner rather than rent after the plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units necessary to declare the plan effective. Five (5) Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor.

Indemnification

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

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

Sponsor's Obligations Survive

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

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

The obligations of Sponsor under this section with respect to the Condominium, the Common Elements or the Limited Common Elements shall be enforceable only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of Sponsor be enforceable

by individual Unit Owners unless the Board of Managers fails to give written notice to enforce such obligations within ninety (90) days following the giving of written notice of such claim by any Unit Owner to the Board of Managers. The Board of Managers has a fiduciary duty to act in the best interest of the Condominium, even during the Sponsor Control Period. Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. Sponsor agrees that during the Sponsor Control Period it will in its capacity as the Board of Managers enforce such obligation when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose. Furthermore, any provisions that give Sponsor control of the enforcement of Sponsor's obligations are not lawful. In addition, if there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

Operating Expenses

Sponsor agrees to pay all Common Charges, special assessments and real estate taxes with respect to all Unsold Units imposed by Board of Managers in accordance with this Plan. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor expects to fund its financial obligations to the Condominium from the income from projected sales and if necessary, from the personal financial assets of Sponsor's principal. Except as specifically set forth herein, no bond or other security has been furnished to secure Sponsor's obligations hereunder, including, but not limited to, Sponsor's obligations to obtain a final Certificate of Occupancy.

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

Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within

twelve (12) months of the First Closing. However, the Building will have janitorial services as of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget which is based on a fully operational building. The Board of Managers may reduce Common Charges, allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the condominium are less than the projected expenses set forth in the budget for the first year of condominium operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full common charges will be refunded to all unit owners (including the Sponsor) on a pro-rated basis in the form of either a credit against future common charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual common charges or as to the amount of any credit that may be available as a result of such computation.

Notwithstanding the foregoing, if a refund is contemplated for the First or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of common charges by unit owners over actual expenses for the condominium and has determined the amount of such refund as part of its annual review. For purposes of this plan, an "excess payment of common charges" shall mean the actual expenses of the condominium were less than the projected expenses set forth in the Budget of the condominium. No refund may be given unless all expenses of the condominium are paid, including but not limited to, insurance premiums and reserve funds required by lenders. During the budget year following a year for which a refund was effectuated, no special assessment or increase in common charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to unit owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations

Casualty Insurance

Sponsor shall procure fire and casualty insurance, as set forth in Schedule B, pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Schedule B. Such insurance will provide that each Unit Owner is an additional insured and that there will be no cancellation without thirty (30) days' notice to the Board of Managers and Unit Owners. The insurance policies will also contain waivers of subrogation, waivers of invalidity due to acts of insured and Unit Owners and waivers of pro rata reduction of liability of the insurer due to other insurance carried by individual Unit Owners. Prior to the First Closing, the Building will be insured by the Sponsor; after the First Closing the Building will be insured by the Condominium. Sponsor shall be reimbursed for the cost of such insurance premium(s) by the Condominium. A person in possession who is not an owner cannot insure the Unit since they have no ownership interest, and the Unit cannot be doubly insured. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not

covered by the Condominium's or Sponsor's insurance.

Risk of Loss and Restoration after Casualty

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit. If a Purchaser takes possession of a Unit prior to closing title, i.e. via an interim lease, Purchaser will assume the risk of loss and the obligation to repair the damage not covered under insurance already in place; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

Dissolution of Sponsor

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

Construction Financing

Sponsor has obtained financing from Bank Leumi USA. The liens held by the Lender shall be subordinate to the Declaration. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the Lender's mortgage upon tender of the relevant payment as agreed to between Sponsor and Lender.

Completion of Construction

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

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

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

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

Certificate of Occupancy

Prior to the closing of title to the first Unit, Sponsor shall have obtained a temporary or final Certificate of Occupancy for the entire Condominium. Sponsor anticipates on being able to obtain a final Certificate of Occupancy ("FCO") and all necessary permits for all elements of the Condominium within two (2) years of closing of title to the first Unit and, prior to the issuance of a FCO will cause any expiring temporary Certificate of Occupancy ("TCO") to be extended. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final Certificate of Occupancy covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York State Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO

received prior to the expiration thereof, and ultimately for obtaining a FCO covering the entire Building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

In the event any closing of title occurs before the issuance of a final Certificate of Occupancy covering the Unit, Sponsor shall maintain all Deposits and funds received from the Purchasers of Units in a special escrow account as required by Section 352-e(2-b) of the General Business Law, unless Sponsor's engineer or architect certifies that a lesser amount will be necessary to complete the work needed to obtain a final Certificate of Occupancy, in which case the sum exceeding the amount so certified by such engineer or architect may be released to Sponsor from the special escrow account. Alternatively, Sponsor may deposit with an Escrow Agent any one or a combination of the following: cash or an unconditional, irrevocable letter of credit or Sponsor may post a surety bond and/or maintain unfunded, a portion of the construction loan available to Sponsor for construction purposes aggregating amount certified by Sponsor's engineer or architect. In certain circumstances, funds held by Sponsor's Construction Lender may be acceptable as an alternative form of collateral, so long as the Construction Lender is obligated to advance or escrow funds needed to procure a FCO, notwithstanding that Sponsor may have defaulted on the terms of its loan agreement(s). The acceptability and use of this form of collateral will be determined by the Department of Law upon application by Sponsor. The Department of Law must be furnished with appropriate documentation establishing a lender's agreement and obligation to advance or escrow such funds to satisfy 13 NYCRR § 20.3(t)(13). In such case, Sponsor shall have the right to draw down remaining portions of said letter of credit, cash, construction loan available to Sponsor for construction purposes, provided the unfunded portion of such construction loan and/or, remaining cash and/or letter of credit in the aggregate is, at all times no less than the amount that Sponsor's architect, engineer or construction manager certified is adequate to complete the work necessary to obtain a final Certificate of Occupancy. In the event Sponsor desires to post a bond pursuant to this paragraph, prior to posting such bond Sponsor will file an amendment to the Plan disclosing same.

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

Warranties of Construction

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

Sponsor makes no warranties or representations as to ventilation, temperature and humidity control, lighting, sound transmission, or odors in the Building or Units. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes.

In addition, in no event shall Sponsor be responsible for any immaterial condition resulting from normal wear and tear or natural deterioration of from the normal shifting or settling of the Building, or for any defects of immaterial nature, including but not limited to partial or total death

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

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

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

The Sponsor reserves the right to amend the Plans and Specifications and to make changes in the materials, appliances, equipment, and fixtures if (a) required or approved or accepted by governmental authorities having jurisdiction over the Property or by the Sponsor's architect; or (b) required by job conditions, local shortages or unavailability or materials; or (c) ordered by the Purchaser for their Unit without affecting Units previously sold. Changes or substitutions in materials, appliances, fixtures and equipment may also be made by the Sponsor provided that such substitutions are of Equal or Better Quality. See CHANGES IN PRICES AND UNITS set forth in Part I of the Plan.

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

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

Inspection Statements

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

- any condition resulting from normal wear and tear or natural deterioration from the normal movement, settlement and shrinkage or expansion of the residential units or the Building generally and/or building materials;
- partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;
- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;
- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;

- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;
- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other immaterial conditions in each of the following: windows, window glass, frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;
- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or slight floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;
- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;
- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;
- any other minor imperfection or immaterial condition, except as expressly warranted pursuant to this Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

Completion Free of Liens

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

Sponsor Documents to be delivered to the Board of Managers:

Sponsor shall provide each to the Board of Managers on or before termination of the Sponsor Control Period:

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

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

Plan, Exhibits, Documents

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

Sponsor's Rights of Access; Alterations

Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units and Common Elements, to complete construction in a manner consistent with the purposes of this Plan and to ensure Sponsor's rights and obligations hereunder. Sponsor shall provide three days' notice except under exigent circumstances where Sponsor shall provide reasonable notice. Sponsor is obligated to repair any damages caused as the result of the foregoing work. Sponsor will not interfere with a Unit Owner's reasonable use of their Unit during any work period. However, there may be a temporary limitation as to use of the public areas. Sponsor's reservation and rights shall include, but not be limited to:

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

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

The quality of construction shall be comparable to construction standards customary in the particular trade and in accordance with the Plans and specifications. Notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in the operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings are assigned to the Board of Managers or Unit Owners. In addition, in no event shall Sponsor be responsible for any immaterial condition resulting from normal wear and tear or natural shifting or settling of the Building, or for any defects of immaterial nature, including but not limited to nail pops, ridging on sheet rock walls, lumber shrinkage, any consequential damage resulting from settlement or normal plumbing and heating noises. Subsequent to the conveyance of title to a Unit, other than those items listed in the Inspection Statement which Sponsor will be obligated to repair in a reasonable amount of time after closing, Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or Formica chips and scratches in tubs, vanities or countertops. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan. Sponsor has the obligation nevertheless, to construct the Building in accordance with applicable Law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes.

Condominium and Sales Costs and Expenses

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

Interim Leasing, Renting and Use of Unsold Units by Sponsor

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

Sponsor is retaining the unconditional right to rent Units in the Building after

consummation of the Plan that are being offered herein. Unless this Plan is abandoned, Sponsor will endeavor in good faith to sell fifteen percent (15%) of the Units but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. For this plan, five (5) Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor; Sponsor could effectively control the Board indefinitely. In the event Sponsor has rented a Unit after consummation of the plan, and subsequently sells the Unit pursuant to this Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Plan.

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

Sponsor Development Rights

The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution (the "Development Air Rights") shall be retained by Sponsor or any entity to whom Sponsor conveys said Development Air Rights for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar and related agreements. Sponsor or any entity to whom Sponsor conveys Development Air Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Air Rights (the "Air Rights Amendment"). Sponsor or any entity to whom Sponsor conveys the Development Air Rights shall have the right to complete and file the Air Rights Amendment with the City of New York without the consent of the owners of the Condominium Units or the Board of Managers or any parties in interest to the Common Elements. The owners of the Condominium Units, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Air Rights as described in the Air Rights Amendment and shall execute any documents evidencing said consent as are reasonably requested by Sponsor. In the event Development Air Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the Development Air Rights may utilize the Development Air Rights to increase the size, height, bulk or density of any portion of the Property. Sponsor does not anticipate any Development Air Rights to be available upon completion of the Building.

CONTROL BY THE SPONSOR

Sponsor reserves the right to control the Board of Managers for a period of time until the earlier to occur of (a) sixty (60) days after the date by which seventy five (75%) of the Units have been conveyed to Unit Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect the new board members that are unrelated to Sponsor within thirty (30) days of the expiration of the Sponsor Control Period. However, as long as Sponsor or Successor Sponsor owns a Unit, it will be entitled to appoint one (1) member of the Board of Managers.

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

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

Sponsor may not exercise veto power over expenses described in Schedule B of Part I of the Plan or expenses required:

i. to comply with applicable laws or regulations; or
ii. to remedy any notice of violation; or
iii. to remedy any work ordered by an insurer; or
iv. any matter affecting the health or safety of the occupants of the Building.

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

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

Notwithstanding anything to the contrary contained herein, for a maximum of two (2) years from the date of the recording of the Declaration in the City Register's Office, as long as the Sponsor continues to hold fifty-one percent (51%) or more in number of the Units, the Sponsor's

prior written consent shall be required in order to amend either this Declaration or the By-Laws. Furthermore, so long as Sponsor or Successor Sponsor shall own Unsold Units constituting twenty-five percent (25%) or more of the Common Interest, or for a period of five (5) years after closing of title to the first Unit, whichever is sooner, the Board of Managers may not, without the prior written consent of the Sponsor, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (provided, however, Sponsor will not unreasonably withhold consent to additions to the replacement Reserve Fund to the extent assessments are necessary to make expenditures required by law), or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iv) provide for new or additional services other than those provided for in Schedule B hereof. Sponsor shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses required to comply with applicable law or regulation, to remedy any notice of violation, to comply with any work order of an insurer, or any matter affecting the health or safety of the occupants of the Building. While Sponsor has voting control of the Board of Managers, Sponsor will not reduce or eliminate the services to be provided to the Condominium as set forth in this Plan.

BOARD OF MANAGERS

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of six (6) persons. However, the Board of Managers will initially consist of three (3) persons designated by Sponsor. The initial members of the Board of Managers will be Shlomo Avdoo, who is one of the principals of the Sponsor, and two other persons to be designated no later than First Closing by Sponsor and disclosed in the Post-Closing Amendment.

The first annual meeting of the Unit Owners shall be called for a date which is no more than one year after the First Closing. At the end of the Sponsor Control Period, the initial members designated by the Sponsor shall resign and the Board of Managers will consist of six (6) persons; one designated by the Community Facility Unit Owner and five elected by the Residential Unit Owners. However, as long as Sponsor or Successor Sponsor owns a Unit, it will be entitled to appoint one (1) member of the Residential Board of Managers. Each Unit Owner, including the Sponsor or Successor Sponsor, 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. In the event of a deadlock between board members, the issue shall be decided by a vote of all Unit Owners pursuant to Article III of the By-Laws.

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

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

After the Sponsor Control Period, each of the members of the six (6) member Board of Managers will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members elected by the Sponsor, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner to be eligible for election. Except for a member of the Board of Managers designated by Sponsor, Successor Sponsor, or the Community Facility Unit Owner, members 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%). Board of Managers members elected by the Sponsor or Successor Sponsor may only be removed for cause by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%), excluding Sponsor's vote. In the event of such removal, the Sponsor or Successor Sponsor shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

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

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

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

Any provisions that give Sponsor control of the enforcement of the sponsor's obligations are not lawful. If there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

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

Officers

The principal officers of the Condominium shall be a President, Secretary and Treasurer, all of whom shall be elected by the Board of Managers.

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

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

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

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

Amendments to Declaration and By-Laws; Termination of Condominium

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

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

Any amendment to the Declaration or By-Laws that would materially and adversely impact the rights and obligations of a Community Facility Unit Owner, the calculation of Common Charges to be paid by the Community Facility Unit Owner, or the permitted use of a Non-Residential Unit shall require the consent of the Community Facility Unit Owner.

Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only the Non-Residential Units or Non-Residential Unit Owners, except for those provisions relating to actions that require Board of Managers consent, may be amended by such Unit Owner, including the subdivision or combining of such Unit, without the consent of the Board or the other Unit Owners. However, such Unit Owner shall provide the Board of Managers and all other Unit Owners with written notice of any such modification at least fifteen (15) days prior to making any such change. The Board of Managers shall cooperate with such Unit Owner's efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

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

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

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

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

Tenants of any lease of a Unit will not be subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law or the New York City Rent Stabilization Code, as such laws are presently in effect.

Other than a sale or lease by Sponsor, a successor of Sponsor, a registered mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal. See Article XII of the By-Laws.

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

The Board of Managers may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail, or overnight mail, not later than thirty (30) days (in the event of a proposed sale) and fifteen (15) business days (in the event of a proposed lease) after receipt of (i) the notice referred to in subparagraph (a) hereof, or (ii) all other information reasonably required by the Board of Managers, whichever is later, to purchase or lease the Offeree Unit, as the case may be, on behalf of all Residential Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement. Notwithstanding anything to the contrary contained herein, however, the Board of Managers shall not exercise any option set forth in this Article to purchase or lease any Residential Unit without the prior approval of a Majority of Residential Unit Owners by number. The Board of Managers may use the Unit for any use permitted under the Declaration or these By-Laws.

In the event the Board of Managers fails to exercise its right of first refusal within the time period set forth in subparagraph (b) above, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Board of Managers, or (ii) the expiration of the period in which the Board of Managers might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale Agreement or Lease Agreement within such sixty (60) day period, then, should the Offeree Unit Owner thereafter elect to sell such Residential Unit or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of subparagraphs (a) and (b) hereof, but not more often than once in any twelve (12) month period. The Board of Managers shall have the right to waive this requirement for good cause shown, in its sole discretion.

The Board of Managers shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in exercising its right of first refusal set forth herein.

In the event the Board of Managers does exercise its right of first refusal with respect to the sale of a Residential Unit, the acquisition of the Unit may be made from the working capital and Common Charges, or, if such funds are insufficient, the Board of Managers may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Residential Unit Owner's percentage of Residential Common Interest, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Residential Unit Owner, as provided above, for Common Charges for the Unit, or the rent due pursuant to the Lease, and for the cost of maintenance and repairs to such Unit. Neither the Board of Managers nor any Residential Unit Owner shall be entitled to cast any votes attributable to such Residential Unit. The Non-Residential Unit shall not fund, or benefit from, the acquisition of a Unit; the Non-Residential Unit shall not be assessed or allocated any expenses related to the acquisition of a Unit and any income from the Unit shall offset expenses allocated to Residential Units.

Notwithstanding the above, the right of first refusal held by the Board of Managers shall not adversely impact the rights of a mortgagee or its assignee to:

a. foreclosure or take title to a unit pursuant to the remedies in the mortgage;
b. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
c. sell or lease a unit acquired by the mortgagee or its assignee.

In the event any provision in this section conflicts with (a) through (c) above, the rights of the registered mortgagee as set forth herein shall control.

Prohibition Against Advertising.

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

Agreement, entitling Sponsor to the remedies set forth in Article 12 of the Purchase Agreement. These provisions shall survive the closing of title.

Mortgaging of Units by Unit Owners

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

Common Charges and Assessments

The Board of Managers will prepare and furnish its budget to the Unit Owners from time to time and at least once a year. Based upon such budget and any modifications thereof approved by the Board of Managers, the Unit Owners will be charged for the cost of the operation of the Condominium in accordance with their percentage of interest in the Common Elements. Article 14 of the Condominium Declaration and Article IX of the By-Laws, set forth in Part II of this Plan, requires the Board of Managers to allocate the costs of operating the Condominium among the Residential and Community Facility Unit Owners based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. The Board of Managers may commence the collection of Common Charges upon the closing of title to the first Unit or thereafter in such amount as will be necessary to carry out the duties of the Board of Managers, as set forth in this Offering Plan. Such Common Charges shall be paid by the Unit Owners and by Sponsor as Owner of Units that have not been sold to bona fide Purchasers. Each Unit Owner will be responsible to pay the Common Charges allocable to their Unit monthly in advance on the first day of each month, commencing with the closing of title to their Unit. Common Charges assessed during the month in which title closes shall be adjusted between the Purchaser and the Sponsor as of the Closing Date, if collection of Common Charges has commenced on or before said date.

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

The Common Charges will not include maintenance, repairs or decoration of any Units or portions thereof (except for structural repairs), payments required pursuant to the terms of any Unit Owner's mortgage, or real estate taxes covering the individual Units.

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

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

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

If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board of Managers shall provide a timely written notice to the tenants, the non-occupying owner,

the Registered Mortgagee, and the Registered Guarantor, providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the Board of Managers has been elected by and from among the Unit Owners who are in occupancy, the Board of Managers may elect not to require that rental payments be made payable to the Condominium. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Condominium's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers, which must be held within thirty (30) days of the date that such Board of Managers receives notice that such owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. Payment by a rental tenant to the Condominium Association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

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

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

Repairs

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, in or to (a) any Unit including Limited Common Elements to the Unit (other than to the Common Elements contained therein), will be

made by the Unit Owner at the Unit Owner's sole cost and expense; and (b) in or to the Common Elements will be made by the Board of Managers and the cost thereof will be a Common Expense.

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

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

The Board of Managers and/or any agent of the Board of Managers shall have the right of access (which right shall be an easement) to inspect any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit or appurtenant to such Unit, or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage covering another Unit, or for the purpose of removing violations or curing defaults by Unit Owners, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use for which the Unit was intended. Such entry

shall be permitted on not less than two (2) days' notice, except that no notice will be necessary in the case of an emergency.

There is no known mold growth at the property. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains their Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that they take the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title.

Additions, Alterations and Improvements

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

No Residential Unit Owner shall make any addition, alteration, repair or improvement in their Unit, Limited Common Elements, or to the Common Elements appurtenant to their Unit, without the prior written approval of the Board of Managers, which approval will not be unreasonably withheld, provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. Notwithstanding anything to the contrary contained herein, Sponsor shall be permitted to make any lawful alterations to Unsold Units without the consent of the Board of Managers except for structural alterations that would have a material effect on the structural integrity of the Building. In addition, no such additions, alterations or Unit Owner's improvements may be made unless the consent of the Unit mortgagee (if any) is obtained, if such consent is required under the terms of the Unit Owner's mortgage. Except as otherwise provided with respect to alterations by the Sponsor, Successor Sponsor, or Community Facility Unit Owner, no application shall be filed with the New York City Buildings Department or with any other governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing executed by the Board of Managers. Such execution shall not subject the Board of Managers or any of its members to any liability to any contractor, subcontractor, material man, architect or engineer, by reason of such addition, alteration or improvement or to any person having any claim for injury to person or damage to Property arising therefrom. If requested by the Board of Managers, a Unit Owner shall indemnify the Board of Managers for loss, damage or liability resulting in any way from execution of any such documents executed by the Board of Managers or any of its Members.

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

by the Unit Owner and naming the Condominium and mortgagee, if applicable, as an additional insured.

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

Insurance

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

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

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

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

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

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

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

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

The Board of Managers is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum coverage as established by the Board of Managers from time to time and (b) owner's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements, and betterments and loss due to water damage). The insurance required above shall be written in form reasonably satisfactory to the Board of Managers by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) day's written notice from the Board of Managers or the Managing Agent, the Unit Owner shall deliver to the Board of Managers a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Board of Managers. The Board of Managers and the Managing Agent shall not be responsible for ensuring that Unit Owners are insured and shall have no liability for the failure of a Unit Owner to have insurance. To the

extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner. Sponsor will maintain commercially reasonable insurance coverage for each of the Units owned by Sponsor after closing.

Restrictions on Occupancy and Use

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

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

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

No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of their Unit.

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

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

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

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

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

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

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

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, windows, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Unit Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The repair and replacement of the exterior surface of any terrace shall be performed by the Board of Managers and charged to the Unit Owner. Any structural or non-ordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear, including leaks that are not the result of a Unit Owner's negligence) or replacements to such Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Board of Managers and result from the negligence or wrongful acts of the Unit Owner, or its tenants, guests and/or invitees, to which such Limited Common Element is appurtenant, shall be performed by the Board of Managers at the cost of such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express

written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

Limited Common Elements and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. to Schedule A for the amount of Limited Common Elements available to each Unit Owner. The Limited Common Elements in this Building are the terraces for eighth floor Units and the elevator and stairwells that exclusively serve the Community Facility Unit.

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

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

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

Compliance with By-Laws and Rules and Regulations

Rules and regulations concerning the use of the Property and Units may be promulgated and amended from time to time by the Board of Managers, provided that copies of such Rules and Regulations are furnished to each Unit Owner prior to the time that they become effective. The initial Rules and Regulations of the Condominium are contained in Part II of the Plan.

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

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

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

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

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

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

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

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

(vi) To maintain Condominium bank accounts.

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

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

(ix) To make repairs, restore or alter any Unit or the Common Elements after damage

by fire or other casualty or condemnation.

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

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

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

Right of Action

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

Enforcement of Sponsor's Obligations

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

Voting

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

Notices to Registered Mortgagees and Registered Guarantors

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

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

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

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

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

This section describes the rights and obligations of Unit Owners, some generally applicable, some applicable to Residential Unit Owners. The rights and obligations of the Community Facility Unit Owner are, in many respects, different from those of Residential Unit Owners as described in this section. See generally the sections of the Plan COMMUNITY FACILITY UNIT, SCHEDULE B and footnotes thereto, set forth in Part I of the plan, as well as the Declaration and By-Laws set forth in Part II of the Plan.

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

REAL ESTATE TAXES

Real estate taxes are assessed and collected by the City of New York. The Property is currently classified as a Tax Class 2 property (residential condominium building with one to three units) upon completion of the improvements.

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

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

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

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

Assessment and Tax Certiorari Proceedings

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

If any Unit Owner seeks individually, to have the assessed value of said Owner's Unit reduced, by bringing a separate tax certiorari proceeding, the Board of Managers, if necessary for

such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided such Unit Owner indemnifies the Board of Managers and all other Unit Owners from all costs, claims and expenses (including, without limitation, reasonable attorney's fees and expenses), resulting from such proceedings.

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

Real Estate Tax Projection

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

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

Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter set forth subsequently in Part I of this Plan supplied by Tuchman, Korngold, Weiss, Liebman, & Lindemann, LLP, 6 East 45th Street, 7th Floor, New York, NY 10017 ("Property Tax Professional"). Post-construction real estate tax estimates were made by Property Tax Professional. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter by Property Tax Professional to provide prospective purchasers the information related to the property taxes for the Building set forth herein; Sponsor and Sponsor's counsel are not property tax experts, have not independently verified the Property Tax Projection Letter, and make no judgment as to its accuracy. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by Property Tax Professional thoroughly and to consult with their own tax counsel or expert regarding same. See the Property Tax Projection Letter dated February 20, 2018, set forth at the end of REAL ESTATE TAXES. The Property Tax Projection Letter provides, in part, as follows:

The January 16, 2018 tentative assessment roll shows the following:

Actual Assessed Value	$890,550
Transition Assessed Value	$796,950
Tax Class	4

Upon conversion to a condominium, the Residential Units will be designated Tax Class 2. The 2017/2018 tax rate is 12.719% for Tax Class 2. The 2018/2019 final assessment roll will only reflect a land assessment when it is published in May 2018; the first-year budget incorporates 6 months under the 2018/2019 tax year and 6 months under the 2019/2020 tax year. The tax rate

used to calculate the projected real estate taxes are 12.719% for Tax Class 2.

The estimated taxable value of Residential Units in the 2018/2019 tax year:	$300,000
The estimated taxable value of Residential Units in the 2019/2020 tax year:	$2,575,000
Estimated Initial Budget Year R.E. Taxes:	$182,836
Estimated Post Construction Residential R.E. Taxes:	$327,514

The Schedule A set forth in Part I of the Plan allocates the Estimated Initial Residential Budget Year R.E. Taxes to all Residential Units based on each Residential Unit's Common Interest Percentage. However, Sponsor makes no representation that the New York City Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest. Purchasers are urged to review the Property Tax Projection Letter with their own counsel to understand the tax implications on their Unit. After the Condominium is divided into individual tax lots by the Department of Finance, each Unit will be taxed as a separate tax lot for real estate tax purposes, and individual Unit Owners will not be responsible for, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units. Every January, the New York City Department of Finance mails property owners a Notice of Property Value. Every May, the New York City Department of Finance issues a final assessment. After the Declaration and Tax Maps are filed, until the New York City Department of Finance issues the next Notice of Property Value or final assessment, an assessment of each Unit may not be shown on the New York City Department of Finance website even if the New York City Department of Finance has apportioned the real estate taxes for each Unit.

No warranty, guarantee or assurance is given that:

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

(ii) the New York City Department of Finance will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by Property Tax Professional for such purpose, or that the New York City Department of Finance will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above.

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

There is no assurance the taxing authority will allocate taxes based on relative apartment size, apartment height, and unit-specific features, as provided in the analysis by Property Tax

Professional. It is therefore possible that owners of Units having the same percentage of Common Interest will pay different amounts of real estate taxes.

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

If separate tax assessments have not been made for individual units prior to the closing of title to a Unit, Sponsor will collect from each Purchaser at closing, and will place in escrow in a separate account established by the Sponsor for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes), based on the method of allocation described above. If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article II, Section 10 of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

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

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

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

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*** ALSO ADMITTED IN NJ

REAL ESTATE TAX OPINION OF ELIGIBILITY

February 20, 2018

10 Lenox Development Ventures LLC
105 Central Avenue
Brooklyn, New York 11206

RE: 10 Lenox Avenue
Block 1594, Lot 69
Borough of Manhattan
City of New York

Dear Sir or Madam:

This letter is in response to your request for an opinion and projection of the estimated real estate tax assessments and taxes upon the completion of construction and creation of a condominium.

You have requested our opinion concerning the real property tax assessment to be levied upon the captioned premises as well as the taxes for the budget year for the first year of condominium operation which you have advised us will be the period January 1, 2019 through December 31, 2019 as well as the first post construction tax year which will be the period July 1, 2019 through June 30, 2020. You have advised us that the project will consist of the construction of a residential multiple dwelling containing twenty-nine residential condominium units and a church unit. This letter estimates taxes and an assessed value solely for the residential units. You have advised us the construction has commenced and you expect construction to be completed by the end of 2018.

In order to prepare this letter and the opinion set forth herein, you have supplied us with certain information upon which we have relied. This information includes your purchase price and your estimated construction costs. You have also supplied us with a square footage analysis of the project. We have also examined publicly available web sites maintained by the NYC Department of Buildings and Department of Finance.

We have also considered the recent tax assessment history of the property, the cost of the new project, the potential income for the new structure (if operated as a rental), comparable properties in the Borough of Manhattan which have been newly constructed or undergone renovation as well as market conditions in the general area.

In predicting the future assessed value, we have given consideration to the following factors:

1. The current claimed standard of assessment used by the Real Property Division of the New York City Department of Finance is to assess at 45% of value.

2. The estimate of the cost of the construction will be a factor.

3. The potential capitalized net income of the property if operated as a rental.

4. Tax Assessments of comparable properties.

Real Estate Tax Assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding June 30. The status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning that July 1. The tentative assessment roll containing the tentative 2018/2019 assessed values was published on January 16, 2018 and showed the following values:

Actual Assessed Value	Transition Assessed Value	Tax Class
$890,550	$796,950	4

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore the prices that you set in your offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by you, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The residential condominium units will be designated as tax class 2 property and will pay on the class 2 tax rate. The 2017/2018 class 2 residential tax rate has been set at $12.719 for each $100 of assessed valuation. The 2018/2019 rate will be set later this year.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between one year and the next is phased in over a five year period in equal installments. The five year phase in does not apply to new construction or other increases due to physical improvements to the property. Increases due to such physical

improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation. We believe that there will be an increase in value for 2019/2020 as a result of the new construction which will be placed on the assessment roll immediately and not subject to the five year phase in as well as a general equalization increase due to the changes in use of the building. In future years, part of the increases we project in assessed value will likely result in the taxable assessment being increased and based on a phased-in transition assessed value.

On June 25, 2015 the New York State Legislature passed legislation extending property tax abatements for homeowners in New York City cooperatives and condominiums through June 30, 2019 at the rate of 17.5% with buildings with average assessments greater than $60,000 per unit and a greater percentage for buildings with a lesser average per unit. The law makes additional changes from the original abatement law which may eliminate such abatement benefits for units which are not the primary residence of the owner. The law further limits the benefits to a maximum of three units in the building, one of which must be the primary residence of the owner. It is unknown at this time if unit owners will have acquired their ownership interests at a point in time by which they will be eligible to apply for this abatement or if the law will be renewed. Therefore, in predicting the taxes on this building we have not given any consideration to this tax benefit. Unit owners are advised to beware of various filing deadlines that may be included in any renewed law as well as possible changes in the level of abatement and eligibility.

Based upon the construction schedule you have provided to me, we believe that the building portion of the tax assessment should not have appeared on the 2018/2019 final assessment roll in that it should have been removed pursuant to New York City Administrative Code section 11-209 which provides for the removal of building assessments for new buildings in the course of construction which are not ready for occupancy by the following April 15th. Since you have advised us the construction has commenced after January 5, 2017 and prior to January 5, 2018 and you have advised us that the building will not be ready for occupancy on April 15, 2018, New York City Administrative Code section 11-209 mandates that there be no building assessment for the 2018/2019 tax year. However, the 2018/2019 assessment roll does show such a removed building assessment and you have advised us not to protest this illegal building assessment at this time but we should protest this at a later date directly to the Department of Finance if the building assessment is not removed in accordance with law. Accordingly, we believe that the 2018/2019 final assessment roll should only reflect a land assessment when it is published on May 25, 2018 and we have computed real estate taxes due for the first year of condominium operation on that basis. We take no responsibility if this illegal building assessment is not corrected since we are making our projection on the legal basis and not on the actual basis as it exists today.

We caution you that it is possible that there will not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective. You should explain in your offering plan how taxes are to be allocated among unit owners prior to the apportionment of the tax lots which may be substantially different than the numbers set forth herein.

Predicated upon the foregoing, it is our opinion that for the total taxable value of the residential units will be $300,000 for the 2018/2019 tax year and will be $2,575,000 for the 2019/2020 tax year and we have utilized those numbers in estimating the real estate taxes for the initial budget year and the first post construction tax year. For the 2018/2019 tax year the project will be not be complete by the tax status date of January 5, 2018. We caution you that we have found that the assessment practices of the New York City Department of Finance are notoriously inconsistent in assessing properties during the course of construction.

We have been advised that in determining the assessed values for the individual units, the current procedures of the New York City Department of Finance calls for the locking-in of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Survey office and registered at the City Register. Thus the initial allocation of the assessed value of all units should be based on the common interest as set forth in the condominium declaration.

Therefore assuming the class 2 tax rate remains at $12.719 for each $100 of assessed valuation, we make the following projections of the real estate taxes for the budget year January 1, 2019 through December 31, 2019 and the first post construction tax year:

January 1, 2019 through June 30, 2019 (6 Months of the 2018/2019 Tax Year)

Assessed Value	Tax Rate	Tax (6 Months)
$300,000	12.719%	$19,079

July 1, 2019 through December 31, 2019 (6 Months of the 2019/2020 Tax Year)

Assessed Value	Tax Rate	Tax (6 Months)
$2,575,000	12.719%	$163,757

Estimated Initial Budget Year Real Estate Tax	$182,836
Estimated Post Construction Year Real Estate Taxes	$327,514

Our firm has an extensive practice in real estate tax review matters and in 421-a and J-51 tax exemption/ tax abatement applications, and we currently represent the owners of approximately 2,500 buildings in the City of New York, and file applications for correction of the tax assessments and tax exemptions/tax abatements on these properties. This firm and its predecessors have been engaged in such practice for a period in excess of 60 years. Additionally, the writer is the past chairman of the Law Committee of the Associated Builders and Owners of Greater New York, a director of both the New York State Builders Association and the Associated Builders and Owners of Greater New York, a past member of the Tax Certiorari and Condemnation Committee of the Bar Association of the City of New York, and is a director and former President of the Real Estate Tax Review Bar Association, a specialized Bar dealing with real estate tax assessment matters.

Based upon our previous experience with such proceedings, we have issued the within letter with the estimates and caveats contained therein which the specific understanding that our opinion is not a guarantee that the taxes will be exactly as estimated. In no event will we, as Sponsor's real estate tax counsel, be liable if there are changes in the facts on which we have relied in issuing this opinion, or if there are changes in the applicable statutes, rules and regulations of the City of New York, decisional laws or administrative agency rulings, interpretations and policies on which we have relied which cause this opinion to be inaccurate. Interested parties should be aware that the estimate of the initial real estate tax assessment and taxes cover a period far into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. As stated above, changes in law or policies of government agencies may radically change the opinions expressed herein.

The opinion expressed herein is that of the undersigned, and does not purport to express the opinion of the New York City Department of Finance or any city or government agency. That Department's opinions may result in substantially different total taxes for the initial budget year as well as for tax years 2018/2019 and 2019/2020 than set forth herein. This opinion letter is given as of the date hereof and we disclaim any obligation to you or any unit purchaser of any change which hereafter may be brought to our attention. We consent to the inclusion of this letter in the offering plan.

Very truly yours,

TUCHMAN, KORNGOLD, WEISS, LIEBMAN & LINDEMANN, LLP.

By: Paul J. Korngold

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

Deductibility of Mortgage Interest and Real Estate Taxes

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

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

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

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

Tax Status of Condominium

The Condominium will be managed by the Board of Managers, which shall collect the Common Charges on behalf of the Condominium. Although it is not clear whether the Condominium would be treated as an association taxable as a corporation for Federal tax purposes, there is substantial authority for such treatment. Assuming that it is a taxable entity, the Condominium will file tax returns and be subject to the regular corporate income tax on its taxable income, and its taxable income would be computed as the excess of its gross income over its deductible expenses. However, any portion of the Common Charges that is segregated and used to finance specified capital expenditures should not be included in gross income.

Based on Counsel's Tax Opinion, the Condominium will not qualify for tax exempt status under Section 528. However, the total projected annual income equal the total projected annual

expenses and no tax liability is projected. In addition, based on Revenue Ruling 70-604, no income tax would be due on excess assessments if the Condominium makes a 70-604 election.

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

COUNSEL'S TAX OPINION

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

April 24, 2018

10 LENOX DEVELOPMENT VENUTRES LLC
c/o Level One Holdings Corp.
105 Central Avenue
Brooklyn, NY 11206

Re: Offering Plan for: The 10 Lenox Avenue Condominium
Premises: 10 Lenox Avenue, New York, NY

To Whom It May Concern:

You have requested our opinion with regard to certain income tax matters relating to the Offering Plan (the "Plan") for The 10 Lenox Avenue Condominium (the "Condominium") including specifically the availability of certain deductions for federal, New York State and New York City income tax purposes with respect to payments of mortgage interest and real estate taxes by individual Unit Owners and the tax treatment to be received by the Condominium.

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

You have advised us that the Sponsor will apply to the Department of Law of the State of New York to convert the premises located at 10 Lenox Avenue, New York, NY to condominium ownership pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York. The Condominium shall consist of Twenty-Nine (29) Residential Units, One (1) Community Facility Unit, Three (3) Licensed Cabana Spaces, and Twenty-Two (22) Licensed Storage Spaces. Each Unit Owner will hold title to his or her Unit in fee simple plus an undivided interest in the Common Elements. Each Unit and its interest in the Common Elements will be taxed as a separate parcel for real estate tax purposes. Each Unit Owner may place a separate mortgage in accordance with the By-laws and the Plan, on his or her Unit and, by doing so incur direct liability for the interest payable on such mortgage. The Condominium will be operated by a Board of Managers which, pursuant to the By-Laws, will act as the agent of the Unit Owners. The primary function of the Board of Managers will be to collect the Common Charges and use such funds to supervise the maintenance and operation of the Common Elements.

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

Each unit under this plan is consistent with Real Property Law 339-(i)(1)(iv), and the opinion of Choice NY Management as adopted is hereby incorporated into this opinion. The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the

location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. We also hereby adopt the opinion of Property Tax Professional. regarding the Condominium's projected real estate tax liabilities. The opinions as adopted are hereby incorporated into this opinion.

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

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

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

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

(2) Sixty percent (60%) or more of the Association's gross income must be derived from the payment of dues or fees from the Unit Owners in their capacity as owner-members rather than in the capacity as customers for services.

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

(4) No part of the net earnings of such organization inures (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other

than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private shareholder or individual.

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

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

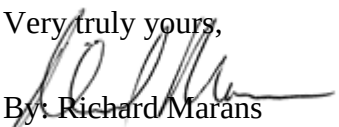
A Condominium management association is defined as an organization organized and operated to provide for the acquisition, construction, management, maintenance and care of a Condominium, provided substantially all of the Units are used by individuals for residences. "Substantially all" the Units will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

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

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

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

Very truly yours,



By: Richard Marans
Marans Weisz & Newman LLC

WORKING CAPITAL FUND

The Purchaser of each Unit shall be required to make a contribution at the Closing to the working capital fund of the Condominium (the "Working Capital Fund") in an amount equal to one (1) times the monthly Common Charges due with respect to such Unit as of the Closing. In addition, any contingency budgeted and collected by the Board of Managers will be deposited in the Working Capital Fund. Sponsor will not be obligated to make any contributions to the Working Capital Fund, except to the extent it is funded by payment of Common Charges. The Working Capital Fund will be held and used for working capital, closing costs and adjustments, unanticipated increases in budgeted or additional Common Expenses, capital repairs or replacement or for such other appropriate purposes as will be determined by the Board of Managers. While Sponsor controls the Board of Managers, the Working Capital Fund will not be used to reduce estimated Common Charges. The Board of Managers will be able to utilize the money in the Working Capital Fund at any time and accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time; provided, however, that in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units.

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

RESERVE FUND

A reserve fund is being established for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). The Purchaser of each Unit shall be required to make a contribution at the Closing to the Reserve Fund in an amount equal to one (1) times the monthly Common Charges due with respect to such Unit as of the Closing. The Reserve Fund is funded through Common Charges. The Community Facility Unit Owner shall be obligated to contribute to the Reserve Fund, however, such contributions must go towards Common Elements that serve the entire Building and not Residential Common Elements The Board of Managers, in its discretion, may decide in future years to increase or decrease the reserve fund line item in the Condominium's annual budget or issue Special Assessments to finance needed capital expenditures. While the Sponsor is in control of the Board of Managers, Sponsor will not use Reserve Fund monies to reduce common charges. Based on the reserve fund study, it is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital expenditures likely to be needed within the first five (5) years of Condominium operation.

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

No representation or warranty is made that the Working Capital Fund or Reserve Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

MANAGEMENT AGREEMENT, CONTRACTS AND LICENSES

The Condominium will enter into a one-year management agreement with Choice NY Property Management New York Inc., having its principal office at 254 West 31st Street, 6th Floor, New York, NY 10001, effective as of the first Unit closing and shall continue in force until one (1) year from such date and renew unless terminated prior to renewal. Choice NY Property Management is not an affiliate of Sponsor. The annual fee due the Managing Agent under the management agreement is $17,400 to be paid in monthly installments of $1,450 each month. Either the Board of Managers or the Managing Agent may terminate the Management Agreement without cause at any time upon at least thirty (30) days prior written notice to the other party. In the event the Board of Managers terminates the agreement early, 50% of the remaining balance of the agreement will be owed.

The Managing Agents duties include maintenance, decorations, repairs, cure violations, oversee service and maintenance contracts, purchase supplies, obtain insurance, pay bills, facilitate the Building's sales and leases, arrange moving in and out of units, billing and collections, attend to complaints, maintain accounting records, provide monthly statements, maintain books and records, assist in an annual audit and report, prepare a proposed budget, prepare Board or Unit Owner notices, assist in correcting the assessed valuation of units, and assist in financing. The Board of Managers shall reimburse the Managing Agent for expenses incurred and indemnify the Managing Agent against liability for acts properly performed by it pursuant to the agreement. Neither party may assign the contract.

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

There are presently no contracts or licenses binding on the Condominium; the plan will be amended to disclose any.

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is 10 LENOX DEVELOPMENT VENUTRES LLC, Delaware limited liability company. Sponsor's office address is c/o Level One Holdings Corp. 105 Central Avenue, Brooklyn, New York 11206. Sponsor or its affiliates have not been the sponsor of any other cooperative or condominium conversion plan within the last five (5) years except for where principal of Sponsor has been the principal of the offering. The principal of the Sponsor is Shlomo Avdoo, having an office address at c/o Level One Holdings Corp. 105 Central Avenue, Brooklyn, NY 11206.

Shlomo Avdoo is an owner and investor in real estate; he has overseen the acquisition, development and disposition of over a dozen residential and commercial properties in Manhattan, Queens, the Bronx and Brooklyn. Shlomo Avdoo carries extensive experience in design development, construction, financing and marketing as it relates to real estate projects.

Shlomo Avdoo has been Principal of the Sponsor in the following prior offerings during the past five (5) years.

Condominium Plan	File No.	Accepted for Filing
176 LEFFERTS PLACE CONDOMINIUM	CD10-0025	4/22/2010
190 LEFFERTS PLACE CONDOMINIUM	CD10-0026	4/22/2010
196 POWERS STREET CONDOMINIUM	CD13-0059	9/13/2013
686 ST. JOHN'S PLACE CONDOMINIUM	CD15-0293	01/22/2016
96 LEFFERTS PLACE CONDOMINIUM	CD15-0330	01/29/2016
92 LEFFERTS PLACE CONDOMINIUM	CD16-0114	11/22/2016
94 LEFFERTS PLACE CONDOMINIUM	CD16-0115	11/22/2016
496-498 PROSPECT PLACE CONDOMINIUM	CD18-0163	Pending

Mr. Avdoo is current on his financial obligations to the above listed public offerings. Other than the above listed public offerings, there are no cooperative, condominium, or homeowners association, other than the subject Condominium, where the Sponsor, general partner, or principal of the Sponsor or holder of unsold shares, owns ten percent (10%) or more of the unsold shares or units as an individual, general partner, or principal.

There have been no prior bankruptcies, convictions, injunctions or judgments against the

Sponsor, the principal of the Sponsor, entities in which the principals of the Sponsor were principals, and/or any individuals who own or control a ten percent (10%) or more equity interest in the Sponsor that would be material to the Offering Plan, or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of this Plan.

Attorney for Sponsor

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

Managing Agent

Sponsor intends to retain Choice NY Property Management, LLC, with offices at 254 West 31st Street, 6th Floor, New York, NY 10001, to manage the Building. The Managing Agent has extensive experience in the management of real estate properties in the New York City area. They currently manage approximately seventy (70) properties, comprising approximately 1,000 residential and commercial units such as the following Brooklyn properties: 735 Bergen Street, 737 Bergen Street, 303 Cooper Street, 307 Cooper Street, 309 Cooper Street, 531 Vanderbilt Avenue, and 691 Marcy Avenue. There are no prior convictions, injunctions or judgments against the managing agent or any principal thereof that would be material to this offering. The Managing Agent and its principals have no beneficial interest in the Sponsor and no interest in the profits of this offering plan other than the fee received for its services.

Selling Agent

Halstead Property Development Marketing, with offices at 445 Park Avenue, 10th Floor, New York, New York 10022, is the Selling Agent retained by the Sponsor in connection with the offering of Units. The Selling Agent is engaged in the brokerage and sale of residential properties in the New York metropolitan area. Selling Agent has no beneficial interest in the Sponsor and no interest in the profits of this offering plan other than the fee received as Selling Agent of the Condominium. There are no prior convictions, injunctions or judgments against the managing agent or any principal thereof that would be material to this offering.

Architect

Sponsor retained Isaac & Stern Architects, P.C., having an office at 307 5th Avenue, 14th Floor, New York, NY 10016, to design the Building. Isaac & Stern Architects, P.C.'s experience in New York includes over thirty (30) years of designing, managing, and supervising a diversity

of projects ranging from residential design and renovations to office buildings, churches, synagogues, restaurants, nightclubs, community centers, and retail establishments. Isaac & Stern Architects, P.C. has no financial relationship with the Sponsor or principals of Sponsor, except in its capacity as architect and it will be paid a fee for its services. The following is a representative list of properties Isaac & Stern Architects, P.C. has worked on in Brooklyn; 165 12th Street, 308 North 7th St, 319 Schermerhorn Street, 10 Lenox Avenue, 653 Bergen Street, and 1519-1535 Bedford Avenue.

REPORTS TO UNIT OWNERS

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

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

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

(ii) at least ten (10) but no more than twenty (20) days prior notice of the annual Unit Owners' meeting; and;

(iii) a copy of the proposed annual budget of the Condominium within sixty (60) days prior to the date set for adoption thereof by the Board of Managers. Such statement shall be certified while the Sponsor is in control of the Board of Managers.

DOCUMENTS ON FILE

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

GENERAL

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all of the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents.

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

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

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

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

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

Principals of Sponsor have executed the Certification of Sponsor and Principals set forth in Part II of the Plan solely for Martin Act purposes. Consistent with a First Department decision in Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, *et.al.*, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013), the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution (the "Development Air Rights") shall be retained by Sponsor or any entity to whom Sponsor conveys said Development Air Rights for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar and related agreements. Sponsor or any entity to whom Sponsor conveys Development Air Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Air Rights (the "Air Rights Amendment"). Sponsor or any entity to whom Sponsor conveys the Development Air Rights shall have the right to complete and file the Air Rights Amendment with the City of New York without the consent of the owners of the Condominium Units or the Board of Managers or any parties in interest to the Common Elements. The owners of the Condominium Units, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Air Rights as described in the Air Rights Amendment and shall execute any documents evidencing said consent as are reasonably requested by Sponsor. In the event Development Air Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the Development Air Rights may utilize the Development Air Rights to increase the size, height, bulk or density of any portion of the Property. Sponsor does not anticipate any Development Air Rights to be available upon completion of the Building.

SPONSOR'S STATEMENT OF BUILDING CONDITION

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

THE 10 LENOX AVENUE CONDOMINIUM

OFFERING PLAN

PART II

FORM OF PURCHASE AGREEMENT

Purchaser(s)

With

10 LENOX DEVELOPMENT VENUTRES LLC

Sponsor/Seller

Unit Number ___

The 10 Lenox Avenue Condominium
10 Lenox Avenue
New York, NY 10026

PURCHASE AGREEMENT

Unit Number ___
The 10 Lenox Avenue Condominium
10 Lenox Avenue
New York, NY 10026

(to be executed in duplicate)

THIS PURCHASE AGREEMENT (this "Agreement"), made as of the day of , 20___, between 10 LENOX DEVELOPMENT VENUTRES LLC, a Delaware limited liability company, having an office at c/o Level One Holdings Corp. 105 Central Avenue, Brooklyn, NY 11206 (hereinafter, "Sponsor"), and _____, having an address at _____(hereinafter, "Purchaser").

W I T N E S S E T H:

1. Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for The 10 Lenox Avenue Condominium (the "Condominium") (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

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

3. Purchase Price.

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

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

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

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank that is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Marans Weisz & Newman LLC, as escrow agent". Unless Sponsor elects for the Balance be paid by wire transfer, the check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank or cashier's check, made

payable to the direct order of "10 LENOX DEVELOPMENT VENUTRES LLC" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent (as defined in Article 4) is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Plan and in this Agreement with respect to an Event of Default (including without limitation, suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default). Notwithstanding anything to the contrary stated herein, Sponsor shall have the right to have Purchaser pay the Balance in the form of wire transfer, certified check, bank check or any other form of payment in Sponsor's sole and absolute discretion.

4. Deposit.

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

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

4.3 The Escrow Agent has established the escrow account at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171, in the State of New York, a bank authorized to do business in the State of New York. The escrow account is entitled The 10 Lenox Avenue Condominium Escrow Account ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit; if Purchaser has an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. Within five (5) business days after this Purchase Agreement has been executed by Purchaser, Seller, and Escrow Agent, Escrow Agent shall place the Deposit into the Escrow Account. Within ten (10) business days after the Deposit has been placed into the Escrow Account, Escrow Agent shall sent written notice to the Purchaser and Seller. The notice shall provide the account number and the initial interest rate to be earned by the Deposit.

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

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

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

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

4.8 All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Advances made for upgrades, extras, or custom work remains the Purchaser's money until used to execute the requested work. In the event a rescission right is exercised, all Deposits and advances not used to execute the requested work will be released in accordance with the terms of the Purchase Agreement. In the event the Plan is abandoned, all Deposits and advances will be released in accordance with the terms of the Purchase Agreement

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

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

(a) Pursuant to terms and conditions set forth in the Purchase Agreement in Section 4 upon closing of title to the Unit; or

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

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

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs 4.10 (a-c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party

objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs 4.10 (a) through 4.10 (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

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

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

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

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

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

4.13 The Escrow Agent shall maintain all records concerning any escrow account for seven years after release of the funds. Upon the dissolution of any law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

4.14. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

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

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

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

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

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

4.20 Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL §352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the plan does not relieve Sponsor of its obligations pursuant to GBL §352-h. Funds from any escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Marans Weisz & Newman LLC, 29 Broadway, Suite 2400, New York, New York 10006 (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set for a closing, once set, for more than twelve (12) months in the aggregate without the consent of Purchaser).

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying fee simple title to the Unit to Purchaser, which deed shall be in substantially the form contained in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board of Managers, prepared by Sponsor and in substantially the form contained in Part II of the Plan.

6.3 The executed deed and power of attorney shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording

shall be at Purchaser's expense. After being recorded: (i) the deed shall be returned to Purchaser; and (ii) the power of attorney in favor of the Board of Managers shall be returned to the Board (or as the Board of Managers shall direct).

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

7. State of Title.

7.1 At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances, subject only to the Permitted Exceptions contained in the Plan. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the title insurance company referenced in Part I of the Plan would be willing to do so at its regular rates and without additional premium.

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in the Permitted Exceptions. However, if such defect existed at least ten (10) days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least ten (10) days prior to the closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

7.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage that would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Article 7.3 shall survive the closing of title.

8. Closing Adjustments.

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

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

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

(c) Accrued fees and any other charges pursuant to an Interim License or Use and Occupancy Agreement, if any, covering the Unit.

8.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in the By-Laws and in Part I of the Plan. In addition, if separate assessments have not been made prior to the closing of title, the Board of Managers will collect from Purchaser at Closing and will place in escrow an amount equal to the Unit Owner's estimated proportionate share of the real estate taxes, if any, projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes).

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

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) the apportionment of those items set forth in this Article 8 shall be: (i) made as of the originally established closing date rather than as of the date the closing actually occurs, (ii) Purchaser shall pay Sponsor, at Closing, interest on the unpaid balance 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, where interest shall be equal to the highest legal rate as of the Closing Date (the current rate is 16% per annum); and (iii) Purchaser shall pay Sponsor's counsel $500.00 for each adjournment. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit.

8.6 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as aforesaid and as otherwise provided herein or in the Plan.

8.7 Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs.

Purchaser shall be required to pay certain costs in connection with the purchase of the Unit, in addition to any net credit in favor of Sponsor that may result from the closing adjustments and any interest or late closing charge described in Article 8. Other than any such net credit in favor of Sponsor that may result from the closing adjustments (or certain other fees which may be payable prior to the closing, as described below), all such closing costs shall be paid by Purchaser, at closing, by Purchaser's unendorsed, personal certified check or by official bank check, in either event drawn only upon a bank that is a member of the New York Clearing House Association. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date hereof and are subject to change without prior notice:

9.1 If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased.

9.2 Purchaser will pay a fee to the City Register for recording the deed and the power of attorney, and will pay a filing fee for the RP-5217 form. In addition, Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, all of which shall be payable by Purchaser.

9.3 If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

(a) a fee and service charge for recording the mortgage;

(b) a mortgage recording tax in the amount provided for by law,

(c) to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by Section 339-ee(2) of the New York Condominium Act, to the extent the same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property), if applicable;

(d) the premium for mortgage title insurance, if required by Purchaser's lender;

(e) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

9.4 Purchaser will be required to pay the amount of $2,250.00 to Marans Weisz & Newman LLC, Sponsor's counsel, for each Unit purchased hereunder, in order to defray Sponsor's legal fees for services in connection with preparing the deed and power of attorney and for coordinating and attending the closing. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel or if Purchaser otherwise requests that the Closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser shall pay Sponsor's counsel a travel fee of $500.00 and an additional $500.00 if the Closing is held outside New York City. In addition, if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement (or Purchaser otherwise exercises its limited right with respect to an assignment as provided in Section 23.4 hereof), a fee of $1000.00, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. Purchaser may be required to pay more than one fee pursuant to the preceding sentence and forgoing provisions with respect to a single Unit. At Sponsor's option in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's counsel shall be paid by Purchaser in advance, prior to closing, upon notice to Purchaser. In the event Purchase is in default hereunder and Sponsor requests its counsel to send a default letter, Purchaser shall be obligated to pay $1,000.00 to attorneys for Sponsor for the preparation of a letter of default. Purchaser shall be obligated to pay an ACRIS preparation fee of $250.00. Notwithstanding the foregoing, Purchaser is responsible for all fees described herein and in the Closing Costs and Adjustments section of the Plan, whether or not such costs are set forth in this Agreement.

9.5 Purchaser shall make a contribution to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Unit, as the same may be amended from time to time.

9.6 Purchaser shall pay to the Board of Managers the Common Charges for the Unit for the first full month following the month in which title closes.

9.7 Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Article 9.7 and to indemnify Sponsor as herein provided shall survive the closing of title.

10. Transfer Tax Returns. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute

all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Plan.

11.1 Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, reputable overnight courier or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern.

11.3 Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

12. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser as stated herein on the Closing Date designated by Sponsor or the dishonor of any check given by Purchaser to Sponsor; or

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) if Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(iv) if Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

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

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that, subject to the provision of Section 11(d) below, the Deposit (including all interest, if any) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor. The payment of the Deposit (including all interest, if any) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(d) NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

13. Agreement Subject to Lien of Mortgage. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or

performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. Agreement Subject to Plan Being Effective. The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy described in clause (a) above, i.e., to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property that are described in the Plan as being included in the Unit are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items.

17. Construction.

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be in accordance with the Plan and the Plans and Specifications (as defined in the Plan), subject to the right of Sponsor to amend the Plan and the Plans and Specifications in order to substitute materials, equipment or fixtures of Equal or Better Quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a temporary or final Certificate of Occupancy for the

Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Plan in the Section "Rights and Obligations of Sponsor."

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain immaterial variations from the Plan and Plans and Specifications as indicated in the Section of the Plan "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without any credit against or abatement in the Purchase Price and without any provision for escrow) once a temporary or final Certificate of Occupancy is issued for the Unit (notwithstanding any construction items noted on Purchaser's Inspection Report (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building not preventing Purchaser's occupancy of the Unit).

17.4 Sponsor has projected that, based upon currently anticipated schedules; construction of the Building will be sufficiently completed to permit closings of Units to begin pursuant to the Offering Plan. If the First Closing is delayed twelve (12) months or more from this date then Purchaser will be offered a right to rescind the Purchaser Agreement. The actual date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise materials or equipment, governmental restrictions, or other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor, Purchaser's rights as set forth in Plan in respect thereof being in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which are hereby expressly waived by Purchaser.

17.5 Sponsor is obligated to construct the Building in accordance with all applicable codes, and filed building plans and specifications, as well as the provisions of the Plan.

18. Warranties of Construction. The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statue applies only to new

single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime. As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013]. Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. Sponsor's obligations, regardless of any limitations in any warranty or in the Plan, cannot go below the duty to construct the Building in accordance with all applicable Laws and the Plans and Specifications, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable Laws and the Plans and Specifications shall be resolved in favor of the latter. NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS. Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair.

19. Inspection of Unit. At least one week (but not more than one month) prior to the Closing Date, at Sponsor's direction, Selling Agent if applicable or Sponsor shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Selling Agent to inspect the Unit within the week prior to the Closing Date. Purchaser shall carefully inspect the Unit and shall complete, date, and sign the Inspection Statement (in the form set forth as Schedule A to this Agreement) and deliver same to Selling Agent if applicable or Sponsor at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Plan.

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

20.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title and the election by Sponsor to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement.

20.2 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit. If a Purchaser takes possession of a Unit prior to closing title, i.e. via an interim lease, Purchaser will assume the risk of loss and the obligation to repair the damage not covered under insurance already in place; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

21. Prohibition Against Advertising. Purchaser hereby covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease prior to the closing of title and for one (1) year thereafter. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof. The provisions of this Article 21 shall survive the closing of title.

22. Broker. Purchaser represents to Sponsor that _____ (collectively the "Broker") are the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, but not limited to,

reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title and are not made for the benefit of any third parties.

23. Agreement May Not Be Assigned.

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

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

23.3 If Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is consented to by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change consented to by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000.00 ("Assignment Fee") made payable to Marans Weisz & Newman LLC (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to terminate this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Plan will remain in effect.

23.4 Notwithstanding the provisions of Article 23.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Article 23.3 above, including without limitation the provisions relating to the Assignment Fee. For purposes of this Article 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

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

24. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written reasonable information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor's right to collect such information shall terminate upon the earlier of the closing of title to the Unit or termination of the Agreement. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other grounds proscribed by law.

25. Notices.

25.1 Any notice, election, demand, consent, request or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed: to Purchaser at the address given at the beginning of this Agreement with a copy to Purchaser's Attorney; and to Sponsor, at: 10 LENOX DEVELOPMENT VENUTRES LLC, c/o Level One Holdings Corp. 105 Central Avenue, Brooklyn, NY 11206 with a copy sent simultaneously and in like manner to Marans Weisz & Newman LLC, 29 Broadway, Suite 2400, New York, New York 10006. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Notwithstanding the foregoing, any mailing of an amendment to the Plan shall be delivered via regular mail. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected or, in the case of mailing, three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

25.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel Marans Weisz & Newman LLC as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself. Purchaser hereby designates Purchaser's Attorney as Purchaser's agent to give any notice to Sponsor hereunder in Purchaser's name.

26. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

27. Liability of Sponsor. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

28. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. Additionally, either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order correct any error and or omissions that may have occurred at Closing of Title. The Provisions of this Article shall survive Closing of Title and delivery of the deed.

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

30. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

31. No Lien. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated.

32. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

33. Purchaser's Representations.

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

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

33.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

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

34. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof), and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. A Purchaser who does not obtain financing may lose the Deposit if Purchaser is unable to otherwise raise the monies for the Balance of the Purchase Price. A Purchaser who requires financing is advised to consult with a lending institution before execution of this Purchase

Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

35. Costs of Enforcing and Defending Agreement. If Purchaser does not prevail, Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in successfully defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. Waiver of Diplomatic or Sovereign Immunity.

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

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

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

and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

37.4. Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

37.5. Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

37.6. The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

37.7. In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser hereby designates a duly authorized and lawful agent to receive process for and on behalf of the Purchaser in any state or federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

37.8 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4303, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

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

39. No Representations. Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit,

the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on their own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser shall not be relieved of any of Purchaser's obligations hereunder, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in the Plan. A decrease in a unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. The provisions of this paragraph shall survive the closing of title or the termination of this Agreement.

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

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

42. Successors and Assigns. Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

43. No Oral Changes. This Agreement or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

44. Counterparts. This Agreement (or any such Rider(s)) may be executed in any number of counterparts, including but not limited to any signature conveyed through electronic mail transmission ("PDF") and/ or facsimile transmission, any one of which shall be deemed to be an original and all of which shall constitute one and the same document. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart were upon the same documents and shall be deemed valid as originals. A PDF or facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding.

45. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Plan.

46. Smoking Policy. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the buildings, as required by law. Enclosed common areas of the building includes, but is not limited to, indoor Common Elements such as a lobby, hallway, and

stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their apartment units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their apartment unit.

<Signature Page Follows>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

10 LENOX DEVELOPMENT VENUTRES LLC

By: _____
Name:
Title:

PURCHASER:

By: _____

By: _____

WITH RESPECT TO PARAGRAPH 4:

ESCROW AGENT:

By: _____

SCHEDULE A

INSPECTION STATEMENT

10 LENOX DEVELOPMENT VENUTRES LLC
c/o Level One Holdings Corp.
105 Central Avenue
Brooklyn, NY 11206

Re: Unit No.
The 10 Lenox Avenue Condominium

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found all items in good condition, free of chips, mars, breaks or other defects:

Exceptions

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

_____
Purchaser's Signature

_____
Sponsor's Representative

FORM OF POWER OF ATTORNEY

The undersigned, _____, the Owner of Unit ____ in the building complex known as The 10 Lenox Avenue Condominium, 10 Lenox Avenue, New York, NY as designated and described in the Declaration establishing The 10 Lenox Avenue Condominium, dated _____, 20___ and recorded in the Office of the City Register of the City of New York on _____20___, in CRFN# _____ on the floor plans filed in the Real Property Assessment Department of the City of New York as Condominium Plan No. _____ (the "Condominium") do hereby irrevocably nominate, constitute and appoint the Board of Managers of the Condominium, and their successors, jointly, true and lawful attorneys-in-fact of the undersigned, with a power coupled with an interest, with power of substitution (1) to acquire, in their own names as members of the Board of Managers or in the name of their designee, corporate or otherwise by deed, on behalf of all owners of Condominium Units in said Condominium property, in accordance with their respective Common Interests, (a) any Unit whose owner desires to sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), or (b) any Unit which shall be the subject of a foreclosure or other judicial sale or whose owner desires to surrender or abandon same in accordance with the By-Laws, or (2) to lease any Unit whose Owner desires to rent the same, at such prices or at such rental, as the case may be, and on such other terms, and conditions as said attorneys-in-fact shall, in their sole discretion deem proper, and (3) thereafter to convey, sell, lease, sublease, mortgage, vote, or otherwise deal with any such Unit so acquired by them, on such terms and conditions as said attorneys-in-fact in their sole discretion determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, and (4) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium which the Board of Managers of the Condominium deems necessary or appropriate to comply with the Declaration of Condominium, or any law, ordinance or regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals or any other public authority, applicable to maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement or declaration or any amendment thereto affecting the Condominium or the Common Elements that the Board of Managers deems necessary or appropriate, provided such change is consistent with the Condominium Act.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney as of the ___ day of _____, 20___.

_____

_____

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

On the ____ day of _____ in the year 20___ before me, the undersigned _____, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacit(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary)

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

On the ____ day of _____ in the year 20___ before me, the undersigned _____, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacit(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary)

FORM OF UNIT DEED

THIS INDENTURE, made as of the ____ day of _____, 20___, between 10 LENOX DEVELOPMENT VENUTRES LLC, a Delaware limited liability company, having an office at c/o Level One Holdings Corp. 105 Central Avenue, Brooklyn, NY 11206 (hereinafter referred to as the "Grantor"), and _____, having an address_____ (hereinafter referred to as the "Grantee").

W I T N E S S ET H:

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

The Condominium Unit known as Unit No. ___ together with a _____% undivided interest in the common elements of The 10 Lenox Avenue Condominium, also known by the street number 10 Lenox Avenue, County of New York, City and State of New York, said Unit being designated and described by the above unit number in the Declaration establishing a plan for Condominium ownership of the Condominium property under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York) dated _____ and recorded in the Office of the City Register of the City of New York on _____ under CRFN _____, (such declaration and any amendments thereto being referred to hereinafter, collectively, as the "Declaration"). The land on which the building containing the Unit is located is bounded and described as on schedule "A" annexed hereto, said Unit also being designated as Tax Lot _____ in Block 1594 on the Tax Map of the Real Property Assessment Department of the City of New York for the Borough of Manhattan and on the floor plans of the Building (the "Floor Plans"), certified by _____, on the _____ day of _____, 20___, and filed in with the Real Property Assessment Department of the City of New York on the _____ day of _____, 20___, as Condominium Plan No. _____ and also filed in the Office of the City Register of the City of New York as Condominium Map No. _____ under CRFN _____.

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

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of The 10 Lenox Avenue Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind the person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land

and Building are hereinafter collectively referred to as the "Property");

To have and to hold the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 16 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium's Board of Managers (as such term is defined in the Declaration) a Residential Unit is intended for residential purposes only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (any Rules and Regulations adopted under the By-Laws).

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

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

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

[Signature page follows]

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

Grantor:

10 LENOX DEVELOPMENT VENUTRES LLC

By: _____
Name:
Title:

Grantee:

_____
(Print Name)

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

On the ____ day of _____ in the year 20__ before me, the undersigned _____, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary Public)

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

On the ____ day of _____ in the year 20__ before me, the undersigned _____, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary Public)

SCHEDULE A

PROPERTY DESCRIPTION

FORM OF INTERIM LEASE AGREEMENT

AGREEMENT made this ___ day of _____, between 10 LENOX DEVELOPMENT VENUTRES LLC, having an office c/o Level One Holdings Corp. 105 Central Avenue, Brooklyn, NY 11206 (hereinafter Sponsor) and _____ whose address is 10 Lenox Avenue, Unit # ____, New York, NY 10026 (hereinafter Purchaser),

WITNESSETH,

WHEREAS, Sponsor is the Sponsor of a condominium conversion of premises located at 10 Lenox Avenue, New York, NY and;

WHEREAS, Purchaser has executed a Purchase Agreement for Unit ___ (the "Apartment") at said premises, and;

WHEREAS, Purchaser wishes to occupy said Apartment prior to the closing of title;

NOW, THEREFORE, in conformity with the terms and conditions of the Offering Plan filed with the Attorney General of the State of New York, the parties agree as follows:

1) Commencing on _____, 20___, and terminating as hereinafter specified, PURCHASER shall have the right to use and occupy the aforementioned Apartment.

2) After a free three week grace period, Purchaser shall pay a fee for use and occupancy of the Apartment of $_____ per month. It is understood that this use and occupancy fee is not rent, and that no landlord-tenant relationship has been created between the parties, and that this Agreement is not governed or subject to any rent regulatory laws. Purchaser has deposited with Sponsor, and Sponsor recognizes that Purchaser has deposited the sum of $_____ representing a deposit under the Purchase Agreement. Purchaser's deposit of $_____ shall be applied against the purchase price of the Unit at closing and is subject to forfeiture by Purchaser in event of their default under the Purchase Agreement. In the event of Purchaser's default under the terms of the Interim Lease, Sponsor may direct the Escrow Agent to pay any use and occupancy fees due by Purchaser from such deposit.

3) The use and occupancy fee for the month in which closing occurs shall be adjusted at closing. No portion of the use and occupancy fee will be applied to the purchase price of the apartment. Any unapplied use and occupancy fee shall be refundable to Purchaser at closing.

4) The terms of the Offering Plan and all related documents in effect as of the date hereof are incorporated in and made a part of this Agreement. To the extent that there are any inconsistencies between this Agreement and the Offering Plan, the provisions of the Offering Plan shall control.

5) As of the date of this Agreement, risk of loss to the Apartment and its contents by fire of other hazard shall be determined pursuant to the terms of the Purchase Agreement for such Apartment, as contained in the Offering Plan for the premises in effect as of the date hereof, as if Purchaser were the owner of such Apartment.

6) Purchaser shall pay all utility costs and make any repairs to the apartment for which he would

be obligated as owner subject to the terms and provisions of Paragraph 12. Sponsor will not be responsible for ordinary wear and tear to the Apartment during the Purchaser's occupancy.

7) Purchaser may not make any alterations to the Apartment without Sponsor's written consent.

8) This lease will terminate on the happening of the earliest of the following:

a. Closing
b. Rescission ("Rescission") of the Purchase Agreement by Purchaser under the Offering Plan
c. Default by Purchaser

9) Upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after notice thereof, or immediately after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the apartment will terminate, and Purchaser must vacate the Apartment. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due and payable separate and apart from any liquidated damages in the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement.

10) Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. Any such default will terminate Purchaser's right to use and occupy, and will also terminate Purchaser's right to purchase the Apartment, and shall result in loss of the Deposit.

11) This Agreement may not be assigned, and may not be changed, except by signed, written instrument. This Agreement is the entire agreement between the parties as regards use and occupancy of the Apartment pending closing.

12) As of the date hereof, Purchaser confirms that all work required to be done in or about the subject apartment has been completed, that the condition of title as set forth in the Purchaser's title report is acceptable, and that in all respects Purchaser agrees to accept the Apartment in "as is" condition except for the aforementioned items. As of the date hereof, Purchaser waives any right whatsoever to cancel the Purchase Agreement, except for a material change in the Offering Plan.

13) Failure to appear for closing within 30 days after delivery to Purchaser of notice by fax or mail that Sponsor is prepared to close shall be deemed a default both in this Occupancy Agreement and in the Purchase Agreement entitling Sponsor to cancel the Purchase Agreement, retain all sums previously paid and remove Purchaser from the subject apartment, and collect the increased use and occupancy fee set forth in Clause 9 above.

14) Purchaser agrees that as a term of this Occupancy Agreement to pay a lease preparation fee in the amount of $1,000.00 to Sponsor's attorney.

15) In the event there are any inconsistencies between the Offering Plan and this Interim Lease, the terms of the Offering Plan shall govern.

16) Any Interim Lease shall be subordinate to the mortgage held by the Lender.

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

IN WITNESS WHEREOF, the parties hereunto set their hands this ____ day of _____, 20___.

SPONSOR:

10 LENOX DEVELOPMENT VENUTRES LLC

By: _____

PURCHASER:

_____

TAX ESCROW AGREEMENT

AGREEMENT made this ____ day of _____, 20__ by and among 10 LENOX DEVELOPMENT VENUTRES LLC (hereinafter referred to as "Sponsor"), the Board of Managers of The 10 Lenox Avenue Condominium (hereinafter referred to as "Board of Managers") and _____, (hereinafter referred to as "Purchaser")

W I T N E S S E T H:

WHEREAS, Sponsor is the Sponsor of The 10 Lenox Avenue Condominium located at 10 Lenox Avenue, New York, NY; and,

WHEREAS, the Board of Managers is charged with governing the operation of said Condominium; and,

WHEREAS, as of the date hereof, Sponsor controls the Board of Managers; and

WHEREAS, the Purchaser is acquiring title to Unit ___ (the "Unit") on the date hereof; and,

WHEREAS, the individual Condominium Units located at the aforementioned property have not been separately assessed for real estate tax purposes prior to the closing of the first Unit located thereat; and,

WHEREAS, the Board of Managers desires to secure the Purchaser's obligation to pay Purchaser's proportionate share of the taxes due for the Unit for the _____ of the _____ tax year in the event that property has not been separately assessed by _____; and,

NOW, THEREFORE, the parties agree as follows:

1. At closing, the Purchaser shall escrow funds with the Sponsor for Purchaser's proportionate share, based on the Unit's percentage of Common Interest, of the Sponsor's real estate tax obligation for the _____ of the _____ tax year (the "Tax Obligation") in the amount of $_____.

2. The Board of Managers is irrevocably authorized to pay, and hereby agrees to so pay, Purchaser's proportionate share of such real estate taxes as are assessed against the premises from the escrow account when such taxes are due and payable.

3. In the event that the Purchaser's escrow of the Tax Obligation shall be insufficient to meet the Purchaser's proportionate share of the actual assessed real estate taxes, the Board of Managers shall assess the Purchaser for such shortfall. Purchaser hereby agrees to pay such assessment in accordance with the terms of the Declaration and By-Laws but in no event later then the due date for such real estate tax payment.

4. Upon each subsequent closing of the remaining Units, the Sponsor shall collect the estimated amount of taxes attributable to such Unit for the _____ of the _____ tax year

from the purchaser thereof.

5. The escrow shall be kept in a non-interest bearing account.

6. The escrow account shall be maintained in accord with all laws, rules, and regulations of the State of New York, specifically including, but not limited to, the General Business Law; and, shall be deemed held for the benefit of the condominium.

7. In the event that any sum paid to the Board of Managers hereunder shall not be paid toward real estate taxes for any reason, such sum shall be reimbursed to the Purchaser or Sponsor who advanced same.

8. Purchaser shall be entitled to receive any retroactive credit for real estate taxes actually paid by Purchaser (either directly or via payment from the escrow account) from the date of closing until the individual tax lot for the Unit is separately assessed which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Sponsor, Sponsor shall promptly reimburse the Purchaser in the amount of said credit.

9. Sponsor shall be entitled to receive any retroactive credit for real estate taxes actually paid by Sponsor for any period prior to closing which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Purchaser, Purchaser shall promptly reimburse the Sponsor in the amount of said credit.

10. In the event that the individual Condominium Units have not been separately assessed for real estate tax purposes on or before _____, the Board of Managers will collect an additional escrow from each Unit Owner for the Unit Owner's proportionate share of the amount determined by the Board of Managers to be sufficient to pay the outstanding real estate taxes. In such event the Board of Managers shall be authorized to pay all outstanding real estate taxes directly to the New York City Department of Finance.

11. The Unit Owner indicated below has executed this Agreement for the purpose of consenting to the terms hereof and to agree to advance to the Board of Managers any sums that represent the proportionate share of real estate taxes for their Unit until the time when the City of New York actually apportions the tax lots for the individual condominium units.

12. This Agreement may be signed in counterparts and facsimile or other electronic copies of signatures shall be deemed originals for purposes of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties set their hands the date above first written.

10 LENOX DEVELOPMENT VENUTRES LLC
SPONSOR

By: _____
Name:
Title:

10 LENOX DEVELOPMENT VENUTRES LLC
SPONSOR

FOR THE BOARD OF MANAGERS OF
THE 10 LENOX AVENUE CONDOMINIUM

By: _____
Name:
Title:

CONSENT:

_____
Purchaser

August 14th, 2018

BRENT M. PORTER, ARCHITECT AND ASSOCIATES
166 St. James Place, Brooklyn, NY 11238 718-789-5426 FAX: 718-622-3444

ARCHITECT'S REPORT OF PROPERTY AND BUILDING CONDITION

A. Location and Use of the Property:

1. Address:	10 Lenox Avenue, New York, NY 10026
2. Block/ Lot No.:	Block: 1594 Lot: 69
3. Zoning District:	The site is located in a Residential district R7-2 with a commercial overlay of C1-4 as indicated on the zoning resolution map 6b.
4. Permissible Uses:	The NYC Zoning Resolution allows Residential Use group 2, and Community Facility Use Group 3, 4, and 6 "as of right". The property and proposed building comply with all Zoning and Use requirements at closing. The building complies with Chapter 8 of the Zoning Resolution for the Quality Housing Program
5. Other:	No development rights were obtained for this development. The sponsor is not retaining any development rights for future expansion of the building. This development does not have a landmark status.

B. Status of Construction: Lot 69 was previously occupied by a 3-story masonry structure which was demolished in August 2017. The new structure is 8-story over cellar with 29 dwelling units and I community facility space. The building is expected to be substantially completed by March 2019.

1. Class of Construction:	The proposed building is classified as I-B which is a concrete frame non combustible building with concrete stress footing. The new structure will conform with all the applicable regulations of NYC 2014 building code. The building will have a concrete cellar with concrete stress footing foundation will be handicap accessible and will be fully sprinklered and equipped with fire alarm system.
2. Certificate of Occupancy:	A Certificate of Occupancy will be processed at conclusion of construction as required by NYC building code, including Local Law 58 and Local Law 26. The New Certificate of Occupancy will list the following uses: Cellar - Building services and utilities, trash compactor room, storages, multipurpose rooms, accessory restrooms, accessory kitchen to the community facility

First floor - There will be residential entrance and lobby from West 111th Street. The community facility (church) will have its main entrance and lobby from Lenox Avenue, two main egress stairs, an elevator, a sanctuary for 415 people.

Second floor – There will be a gallery seating accessory to the church, accessory offices and classrooms, restrooms, and a pastor's suite.

The 3-8th floor will be allocated to the residential that will have 5 dwelling units and building recreation at 3rd floor, will have 6 dwelling units at 4th, 5th and 6th floor, 4 dwelling units at 7th floor, and 2 dwelling units on the 8th floor, totaling 29 residential units.

The Certificate of Occupancy application will be subject to inspections and sign-off by Department of Buildings and Department of Highway. A final Certificate of Occupancy will be obtained by the Sponsor prior to the first closing.

3. Permit Numbers & description of work done:
The plans were filed under the NB Application #122956578 with Permit Number 122956578-01-NB

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

C. Site:

1. Size: The length of the fron property line on West 111th Street is 100' and the length along Lenox Avenue is 71.83' for a total site area for block 1594 Lot 69 equals to 7,183.s.f.

2. Number of Buildings: There will be one structure that will sit on the entire lot.

3. Streets: The length of front property line on West 111th St is 100' and 71.83' along Lenox Avenue

(i) Paving: The streets are paved with asphalt cementitous material and are maintained by New York City Highway Department and are in fair good condition.

(ii) Curbing: The existing concrete curbs where streets abut the sidewalk, will be replaced with new concrete curb.

(iii) Catch Basins: The existing catch basins are part of New York City storm water drainage system which was previously constructed with concrete and removable steel plates.

The existing catch basins are in fair good condition. There will not be any new catch basins.

(iv) Street Lighting: Street lighting consists of standard pole mounted fixture and maintained by City of New York subject to regulation of Highway Department. Street light poles are located on the existing sidewalk. The construction of the new building will not require relocation and/or addition of light poles.

(v) The streets, catch basins, curbs and light poles conform to New York City Highway Department regulations.

4. Drives, Sidewalks and Ramps:

The sidewalk fronting the property will be replaced with a new concrete sidewalk pitched for drainage to the curb and is free of tripping hazard and ponding. The curb abutting the property will be replaced with new concrete curb.
There will be no ramp.

D. Utilities:

1. Electricity:

i. Electrical service to the building will be provided by Con Edison. The electric service will be distributed throughout the building to various loads and will be directly metered by Utility Company. The electricity consumed by each individual Residential Unit, Common areas and House loads, shall be separately and directly metered. Each of the Residents shall be provided with dedicated meter. Each apartment unit owner shall bear their own individual electric bill.

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

2. Gas:

Gas will be metered by Con Edison for the building. First common meter is provided based on utility company rate schedules for apartment kitchen ranges for cooking & 2 central gas fired hot water heaters. Second meter is for RTU-1, RTU-2 (on the 3rd floor roof) & HWH-1 providing HVAC & hot water for the church.

3. Domestic Water and Sewer Service:

Water supply and combined sewer servicing the Building will be provided by the City of New York DEP. Water will be collectively metered for the entire building. Billing for water and sewer will be part of common expenses shared by each unit owner.

4. Telephone:	"Local" telephone service will be provided by Verizon, Time Warner Cable and/or another service provider. Every Unit Owner will be required to pay their individual telephone charges and initial charges for activating individual outlets in the Unit. The telephone charges with respect to the public areas of the building (such as the concierge's desk, maintenance offices, etc.) will be borne as a Common Expense by all of the Residential Unit Owners. In each residential unit a telephone outlet will be provided in locations as indicated on the plans.
5. Cable Television:	Cable Television services will be available for all Residential Units provided by Time Warner, Cable TV or Verizon FIOS (or alternate cable TV company). All charges for cable television service (including installation and subscription charges) will be paid by each Unit Owner, who subscribes directly to the cable TV company. In each Residential Unit, a Cable TV outlet will be provided as indicated on the plans.
6. Internet Service:	The condominium will not provide internet service. It is the responsibility of the unit owner to obtain such service from an internet service provider servicing the condominium.

E. Sub-Soil Conditions for the buildings:

1. Subsoil:	The upper 6' – 8' layer of soil consists of uncontrolled fill. It is underlain by an 8' (approximately) layer of loose sand. Underneath the loose sand, class 3B sand was encountered. Ground water was present at 16' below the ground surface. The lowest elevation of the cellar is approximately 6' above ground water. The only location that comes close to ground water is the elevator pit which will be waterproofed. The foundation system consists of 60 Ton round pipe piles (9 5/8") reinforced and filled with high strength grout. The total number of piles provided was designed to properly sustain all the calculated loads.
2. Ground water:	Groundwater was reported at a depth of about 16' below grade which is lower than the lowest building elevation. Although groundwater was not encountered at the lowest cellar elevation, a waterproofing system was installed around foundation walls and below slab on grade.
3. Flood Zone	The building is not located in a flood zone.

4. Environmental Restrictions: There are no environmental restrictions or hazardous materials that we are aware of on this property

F. Landscaping & enclosures for the buildings:

1. Grass Cover:	There will be no grass cover.
2. Plantings:	There will be plantings at roof of the building.
3. Trees:	There are two existing trees on the sidewalk of West 111th Street and one existing tree on the sidewalk of Lenox Avenue. There will be two new trees that will be planted on the sidewalk of Lenox Avenue and two more on the sidewalk of West 111th Street. As per the NYC Parks Department requirements and the zoning resolution the new proposed building should have 4 trees fronting West 111th St. and 3 trees fronting Lenox Avenue total. The new four planted trees as well as the existing three trees will comply with the parks departments and the highway departments of the City of New York. The trees and the tree pits will be subject to approval and sign off by the New York City Department of Highways.
4. Fencing:	There will be a 4'6" high fence separating the private terraces on the main roof from the residential common roof space. There will also be a 4'6" high fence separating the terraces of apartments 801 and 802 on the 8th floor.
5. Gates:	There are no gates.
6. Garden Wall:	There are no garden walls.
7. Retaining walls:	There are no retaining walls
8. Display pools/fountains:	There will be no fountains and/or display pools

G. Building Size for the building:

1. Total height:	The total height of the building from the average sidewalk to main roof elevation is 85'.
2. Crawl Space:	There will be no crawl space.
3. Number of sub cellars and cellars:	There will be one (1) cellar in the building
4. Number of floors:	There are 8 floors above average grade

Cellar to 1st Floor	-	10'- 6"
1st floor to 2nd floor	-	12'- 8"
2nd floor to 3rd floor	-	10'-11"
3rd floor to 4th floor	-	9'- 11"
4th floor to 5th floor	-	9'- 11"
5th floor to 6th floor	-	9'- 11"
6th floor to 7th floor	-	9'-11"
7th floor to 8th floor	-	11'-0"
8th floor to Roof	-	10'-5"

**Note – 1st floor will be constructed at elevation of 0'4" above base plane.

5. Equipment Rooms: The elevator machine and control room are located at the roof bulkhead. This room has a dimension of 10'5" x 5' 7" and is enclosed in two hour rated construction. The elevator machine room is 10' and is accessible by 3'x7' 1.5hr FPSC 18 Gauge Steel Door.

There will be Trash Compactor room on the cellar level. The compactor room will be 18' wide by 14'5" deep and will be constructed from 8" masonry concrete block that will provide the required 3 hr rating as per NYC 2014 Building Code. Trash compactor room will have a slop sink and a finished flooring of ceramic tile installed on cement fill and ceramic tiles on the wall.

6. Parapet: Top of parapet coping will be aluminum (each piece will be 4ft long). Coping will be 3'6" above finished roof elevation.

H. Structural System for the building:

The structural system used for this building is a cast-in-place reinforced concrete system. The walls at the below grade level will be 12" concrete. The cellar slab will be a 6" slab on grade.

Except for the transfer level at the third floor, slabs are 8" thick with maximum clear spans of 22'-0". In order to provide a column free space for the church functions at the 1st and 2nd floors, two transfer girders were introduced at the 3rd floor spanning approximately 50' o/c. Slabs on this floor are 10" thick to improve the acoustic separation between the church and residential floors. Sound insulation between the church and residential floor consists of the following.

1. 10" concrete slab on the 3rd floor.
2. Sound barrier ceiling – three (3) layers of 5/8" gypsum board suspended using spring/neoprene hangers selected and designed to achieve a one inch static deflection (Mason 30N or Kinetics ICC). 18" ceiling space with 3" mineral wool insulation laid atop ceiling framing.

3. Plumbing penetrations through the slab or sprinkler piping penetrations through the sound barrier ceiling should be treated similarly with an oversized penetration resulting in a ¼" to ½" air gap to be stuffed with insulation for the entire length of the penetration and sealed with either non hardening caulk or fireproof putty.
4. Plumbing servicing the third floor residences that penetrates down into the church should be completely boxed out with no less than three (3) layers of 5/8" GWB.
5. Sound insulation complies with the applicable code for sound transmission.

Along the eastern property line, underpinning was installed underneath the adjacent building for a length of approximately 40'. Underpinning depth ranged from approximately 5' to approximately 11'.

1. Exterior Walls:

The exterior walls for the building will be 4" face brick with 2.5" cavity with 2" rigid insulation and supported by 6" steel studs 16 gauge on center filled with mineral fiber thermal insulation and with interior finish of 5/8" gypsum board totaling R value of 15. The first Local Law 11 report will be due five years after the first temporary certificate of occupancy is obtained.

Sub-grade drainage and waterproofing at foundation walls consists of the following..

1. North and West walls – Grace 3000 waterproofing was applied to the walls, a vertical drainage mat by Grace Building Products was applied, and then covered with 2" R10 rigid insulation.
2. South and East wall against neighboring building (blind side) – Preprufe 160R by Grace Building Products was installed on top of 2" R10 Rigid Insulation.

2. Windows:

Windows will be manufactured by "Anderson Windows", 200 Series (or equal)
Insulated glass will have 1/8" outer lite with Low E and 1/8" inner lite of clear float glass and ½" dry air space which is hermetic seal.

Residential units will have:
Fixed windows, Casement Windows will comply with requirements of AAMA Grade and Performance Class F-AW40 (minimum). There will be no lot line windows.

Window Warranty will be as follows:

1. 10 year limited warranty – The windows are warranted against defects in workmanship and materials for a period of 10 years from date of manufacture, under normal use and service and when properly installed.
2. 5 year limited warranty – The insulating glass units will be free from material obstruction of vision as a result of film formation on the internal glass surface caused by the failure of the hermetic seal due to faulty maturating of the unit for a period of 5 (five) years. Condensation or frost on exposed surfaces is not a defect but the result of excessive humidity and therefore not covered by the warranty. If R.King Window Corp. determines the glass unit to be defective and the Certification of Registration has been property filed, the company will decide on one of the following formula:
    a. 1st year – 100% replacement (no charge)
    b. 2nd thru 3rd year – 35% charged to customer
    c. 4th thru 5th year – 65% charged to customer

Residential lobby entrance will have:
The residential lobby entrance will be from West 111th Street and will consist of double aluminum glass entrance door made of ¼" laminated glass with 1 ¾" x 4 ½" clear anodized medium style aluminum frame, door will have a width of 6' and a height of 8'. Door will have double hinges welded to sub frame and will have aluminum pull/push handle and electric strike working in conjunction with intercom systems. Door frame, pull/push handles, hinges, locks will be made by ECRO Aluminum Corp (FG-450 Top Load).

3. Parapets and Copings:

The parapets will be 3'-6" high above finish roof or terrace. At roof and terraces parapet will be constructed with 8" reinforced concrete block and pre-cast ornamental stone finish. Roof flashing will have stainless steel AISI Type 302/304, complying with ASTM A 666, and aluminum extrusions in compliance with ASTM B 221 6063-T5 alloy. Minimum thickness of aluminum 0.050 inch. Flashing will also have Bituminous Coating: cold applied asphaltic coating, polyethylene underlayment: 6 mil carbonated polyethylene film complying with FS L-P-512. Metal flashing will have flat-lock seams with expansion provisions. All concealed sheet metal flashing will be made of stainless steel 0.0187 inch thick metal. Metal flashing will be fabricated by "Cheney Flashing Company, Inc. Roof flashing will have a metal flashing sheet metal made of stainless steel ASTM A 167, AISI type

302/304, No 2D finish. The same flashing material will be used

4. Chimneys and Caps: There will be no chimneys. There is one (1) trash chute and one (1) kitchen exhaust. Kitchen exhaust will be single walled steel construction having a minimum thickness of 18 gauge or stainless steel having a minimum thickness of 20 gauge. Kitchen exhaust is located on easterly portion of the property.

5. Balconies & Terraces:

(i) Deck finish: There will be a terrace at 3rd floor and there will be a terrace at the 8th floor. The terraces will have concrete pavers terrace with concrete pavers that will be supported on 4.5" reinforced concrete on metal deck supported on masonry bearing walls. The concrete pavers will be 2'x2'x2" thick and will be installed on pedestals on top of roofing and waterproofing with rigid fiber glass insulation below. Terrace will have access from the residential units at 3rd floor and from residential unit at 8th floor. Door to terrace will consist of aluminum frame and tempered glass door.

(ii) Balustrade: There will be no balustrades.

(iii) Railings: Railings at the 8th floor and the main roof will be made of glass railing with extruded aluminum frame anchored to concrete floor by stainless steel brackets welded to steel plates. Glass will be made of ½" safety glass. Bracket anchored to concrete slab will be able to sustain a lateral force of 250 lbs/ft.

(iv) Copings: Coping will be 3'6" above finished roof elevation.

(v) Soffits: There will be no soffits.

(vi) Doors to balconies and terraces: Terraces will have aluminum swing doors. Frames shall be SWD-AW 40 and fabricated from extruded aluminum with minimum thickness of 0.125". Doors shall be 1 ¾" thick and shall be factory finish.
Doors will have 3/8" thick laminated insulated glass with Low E exterior finish. Frames will be thermal broken.
Doors to terraces and balconies will comply with AAMA grade and performance. Doors will be manufactured by: "Anderson. or approved equal.

(vii) There are no balconies and/or soffits

(viii) There is a demising red wood 4'6" fence that separates Apartments 801 and 802. This fence is shown on the drawings.

6. Exterior Entrances:

(i) Exterior doors and Frames: The residential lobby entrance will be from West 111th Street and will consist of double aluminum glass entrance door made of ¼" laminated glass with 1 ¾" x 4 ½" clear anodized medium style aluminum frame, door will have a width of 6' and a height of 8'. Door will have double hinges welded to sub frame and will have aluminum pull/push handle and electric strike working in conjunction with intercom systems. The entrance to the community facility space will be located along Lenox Avenue. Entrance door to church facility will consist of 2 doors 6' wide x 8' high. The entrance doors will have ¼" laminated glass with 1 ¾" x 4 ½" clear anodized medium style aluminum frame. Manufacturer of residential lobby entrance door is R King Window Corp. A thermal break system is provided.

(ii) Vestibule: There is one vestibule entrance to the residential portion. Entrance to vestibule will be from West 111th street. The vestibule doors for the residential will consist of two 3' wide x 8' high aluminum glass doors. The vestibule door has ¼" laminated glass with 1 ¾" x 4 ½" clear anodized medium style aluminum frame.

The vestibule entering the church sanctuary at 1st floor has two entrance doors to the sanctuary. The two doors has a width of 6' wide by 8' high double doors each door consist of 3' wide by 8' high hollow metal label B fire rated door made of 18 gauge steel painted door. Doors have automatic closure and are connected to fire alarm system. The Building has two exit doors from the cellar and from the upper floors. The two metal doors are providing the main egress from the sanctuary. There is an additional exit door from the sanctuary to West 111th street. The two doors consist of hollow metal doors, 16 gauge with 18 gauge hollow metal frame and also has an exit device.

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

(iv) Railings: Railings at the 8th floor and the main roof will be made of glass railing with extruded aluminum frame anchored to concrete floor by stainless steel brackets welded to steel plates. Glass will be made of ½" safety glass. Bracket anchored to concrete slab will be able to sustain a lateral force of 250 lbs/ft.

(v) Mail Boxes: Mail boxes will be manufactured by "American Device Manufacturing Co." or approved equal. Mailbox doors will have card holder for tenant's identification behind

each box. Mailbox doors and frame will be made of extruded aluminum and will have concealed stainless steel hinges. Mailbox will have cylinder lock with two keys for each box door. Extruded aluminum will have US28 clear satin anodized finish.
Mailboxes will be located at the residential lobby entrance at grade level for the building 10 Lenox Avenue at the east part of building.

(vi) Lighting:
Exterior Lighting: There will be exterior lighting at entrance to the residential lobby. Lighting will be exterior grade surface mounted and will have muntz metal and sandblasted pattern glass. There will also be exterior lights at rear yard and at rear terrace for the second floor.
Light will be manufactured by "Hampton Bay" Black 1- light Outdoor wall Lantern Model # BPL1611-BLK or approved equal.

Residential lobby entrance:
Residential lobby entrance for the building will have four recessed down lights manufactured by Cooper Lighting (or approved equal), and two hanging chandeliers manufactured by Allen and Roth (or approved equal).

Residential Corridors:
Residential Corridors at all floors will have recessed down lights manufactured by Cooper Lighting with white gimble trim or approved equal.

(vii) Marquee: There will be one marquee at the residential entrance

7. Service Entrances: There is no service entrance.

8. Roof and Roof Structures:

a. Material: Roofing will be manufactured by "Firestone Building Products Company" or approved equal. Roofing material will have a modified bitumen membrane consisting of asphalt modified with atactic polylefin reinforced with a strong non-woven glass fiber mat & polyester mat in compliance with ASTM D 6509-00 and ASTM D 6222-00. Roofing will have 20 year warranty.
Roofing flashing: It will be .060 inch thick incurred neoprene reinforcing sheet and will have ASTMD 41 asphaultic based primer.
Roofing will be installed over ¼" thick water resistant protection board as recommended by the roofing/ waterproofing manufacturer. Reinforcing material will be

polyester fabric reinforcing sheet. Roofing will come with a 20 years warranty and will commence from the time the installation of the roof is completed. Warranty to be provided by manufacturer for labor and materials.

b. Insulation: Roofing will have closed-cell polyisocyanurate foam core laminated to a black glass reinforced mat facer with R value = 30, for each one of the four buildings (address).

c. Flashing Material: Roof flashing will have stainless steel AISI Type 302/304, complying with ASTM A 666, and aluminum extrusions in compliance with ASTM B 221 6063-T5 alloy. Minimum thickness of aluminum 0.050 inch. Flashing will also have Bituminous Coating: cold applied asphaltic coating, polyethylene underlayment: 6 mil carbonated polyethylene film complying with FS L-P-512. Metal flashing will have flat-lock seams with expansion provisions. All concealed sheet metal flashing will be made of stainless steel 0.0187 inch thick metal. Metal flashing will be fabricated by "Cheney Flashing Company, Inc. Roof flashing will have a metal flashing sheet metal made of stainless steel ASTM A 167, AISI type 302/304, No 2D finish. The same flashing material will be used

d. Drains: Drains will be provided for the four building. The drains will installed at main roof level and also at 3rd floor terrace and 8th floor terrace. Drains will discharge through internal leaders into the building storm systems. Cast iron drains will be provided.

e. Skylights: There will be no skylights. In lieu of skylight multiple dwelling law allows installation of 20 s.f. plane glass window accessible from stair landing at roof by Fire Department use.

f. Bulkheads: There will be one roof bulkheads. The bulkheads will consist of 6" 16 gauge metal studs, 16" on center with a gypsum board enclosure on the inside with thermal BATT insulation with R value of 12 within the studs and 2 ¼" rigid insulation with R value 10 and a stucco finish on the exterior side. The total wall thickness will be 9". Roof bulkhead will consist of elevator shafts, elevator machine room, and boiler room and also two enclosed stairs that will serve as egress from the roof.

g. Metal Work at Roof Levels:
a) Exterior Metal Stairs: There are no exterior stairs.

b) Vertical Ladders: Vertical ladder at stair and elevator roof bulkheads. Roof ladders will be made of 2" x ¼" galvanized flat bars welded 10" on center to 2" x ½" galvanized steel rails. Steel rails welded to 3" x 5" x 5/8" steel angle clips bolted to metal stud wall.
c) Hatches to roof: There are no hatches to roof.

i. Roof Lighting: There will be one wall mounted exterior grade light fixtures above doors exiting from roof to egress stairs at the building. Exterior grade, wall mounted compact fluorescent, with opal glass diffuser and black die-cast aluminum bracket arm. There will also be exterior outlets for each one of the limited common areas designated to residential units. Manufacturer Portfolio Lighting or approved equal.

j. Roof Top Facilities:

a. Residential common roof space is provided for residents having an area of 1,861.2 sf. There will be one (1) BBQ grill provided by the sponsor for this area.
b. There are also three (3) private terraces separated from the main terrace by a 4'6" high redwood fence. There will be one BBQ grill provided by the sponsor in each private terrace area.

k. Roof Deck Finish: There will be concrete pavers 2'x2'x2" thick and will be installed on pedestals on top of roofing and waterproofing with rigid fiber glass insulation below. The roof finish is appropriate for daily foot traffic.

9. Fire Escapes: There will be no fire escapes.

10. Yards and Courts: There will be one inner court at 3rd floor at the southeast corner of the building. The court is 38.9' length in the east west direction and a 36.66' in the north south direction. The inner court will serve as a terrace for the building and will be constructed with pavers. The terrace will also have HVAC equipment that is providing fresh air and ventilation to the church facility located at 1st floor, cellar, and 2nd floor.

i. Paving: The concrete pavers are 2", 2" x 2' supported on pedestals on top of roofing and 2" rigid insulation supported on 2.5" lightweight concrete on half inch corrugated metal deck.
ii. Drainage: There will be two roof drains at the 3rd floor terrace The drain will be made of cast iron connected to the building drainage system.

iii. Railings: There are no Railings in yards or courts.

iv. Stairs: There are no Stairs in yards or courts.

v. Fencing: There is no fence.

vi. Walls: There are no walls at yards and courts.

11. Interior Stairs for the building:
    i. There will be two (2) enclosed, 2 hour fire rated stairs (scissor stairs)
        a. Serving the residential portion of the building at cellar and 1st floor. The stairs are located on the north east corner of the building having a direct egress to west 111th street. The two egress stairs have one discharge to the main entrance lobby of the residential portion and one discharge directly to the street from the cellar.
        b. Two (2) scissor stairs located adjacent to elevator hoist way.
        c. The stair extends vertically from cellar to roof with vertical rise of 90' 6".

    ii. Enclosure: Enclosure of interior stairs will be made of 20 gauge steel studs, 16" on center with double layer of 5/8" fire code gypsum board on each side. Finish gypsum board will be spackled and painted. All doors at stair enclosure will have a 1 ½" fire rating and will have self closing device.

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

    iv. Stringers: Stringers are made of steel channels 1 ½" wide 12" deep and ¼" thick.

    v. Threads: Reinforced cement 1 ½" thick

    vi. Risers: Risers are made of steel pan ¼" thick and are approximately 7.5" high.

    vii. Guard Rails: There are guard rails supporting the balustrades. The guard rails consist of steel stringers 10" high that are supporting the steel stairs with concrete thread.

    viii. There are guard rails and balustrades welded to the steel stair stringer. Balustrades are ¼" by ¼" and are 2.83" and are located 4" on center. Each of the building has stairs and exterior stairs that have railing mounted to walls that do not require guard rails.

ix. Balustrades: There are no balustrades.

x. Each type of interior stairs construction complies with applicable code(s) as required.

12. Interior doors and frames for the building:

i. Residential unit entrance: Hollow metal door made of 18 gauge sheet metal and frame made of 16 gauge sheet metal. Door will have a pair of 2' high solid painted wood doors.
Doors are manufactured by: "Long Island Fire Door" or approved equal. Doors will have 1 ½ hr fire rating
Door hardware by manufacturer "Better Home Products" or approved equal includes:

Hinges	Better Home Products
Lockset	Better Home Products
Deadlock	Better Home Products
Silencers	Better Home Products

ii. Vestibule doors and frames: Hollow metal door made of 20 gauge sheet metal and frame made of 16 gauge sheet metal.
Door is manufactured by: "Long Island Fire Door" or approved equal. Doors will have 1 ½ hr fire rating
Door hardware by manufacturer "Ultra Company (USA)" includes:

Hinges	USD26D
Closer	Ultra Company (USA)
Silencers	Ultra Company (USA)
Exit Device	Ultra Company (USA)

iii. Stair Doors and Frames: Hollow metal door made of 20 gauge sheet metal and frame made of 16 gauge sheet metal.
Door is manufactured by: "Long Island Fire Door" or approved equal. Doors will have 1 ½ hr fire rating
Door hardware by manufacturer "Ultra Company (USA)" includes:

Hinges	USD26D
Closer	Ultra Company (USA)
Silencers	Ultra Company (USA)
Exit Device	Ultra Company (USA)

iv. Roof doors, cellar doors and frames: Hollow metal door made of 20 gauge sheet metal and frame made of 16 gauge sheet metal. Doors will have 1 ½ hr fire rating
Door is manufactured by: "Long Island Fire Door" or approved equal.
Door hardware by manufacturer "Ultra Company (USA)" includes:

Hinges	USD26D
Closer	Ultra Company (USA)

Lockset Ultra Company (USA)

v. Interior doors and frames at the residential portion:
Interior door within apartments will be manufactured by "Millwood Doors & Millwork, Inc." Doors will have solid core with two panels (Carrara) with particle core front "Craft Master". Door to bedroom and living room will be 2'-10"W x 6'-8"H x 1 3/8" thick made of particle core (Carrara) smooth and will have a finger joint flat jamb. Doors will have a satin chrome hinge #35437, pre-hung LH. Closet doors will have pairs of 2ft wide x 6ft high, made of particle core (Carrara) smooth and will have a finger joint flat jamb. Doors will have a satin chrome hinge #35437, pre-hung LH. Other doors will be 2'-6" x 6'-8" x 1 3/8" thick made of particle core (Carrara) smooth and will have a finger joint flat jamb. Doors will have a satin chrome hinge #35437, pre-hung LH.
Interior doors and frames at the church facility:
Doors will be 3'x8' high 18 gauge hollow metal painted doors with 16 gauge painted frame. Doors to stairs will have an exit device.

13. Residential Elevator -

Quantity	One (1) MRL Gearless Elevator. DC Motor & AC Motor generator set Manufactured by Imperial Electric
Manufacturer:	Millennium Elevator.
Controls:	Automatic
Capacity:	3500 pounds: 17 people
Speed:	200 F.P.M
Travel	96' - 0" H
Landing/Openings	Nine (9) stops, front: Cellar, 1st, 3rd 4th, 5th, 6th, 7th, 8th, roof
Hoist way	9'-4" wide x 7'-1" deep
Clear Cab Inside	7'-0" wide x 6'-2" deep
Door Operator	GAL Power
Door Opening	3'-6" x 7'-6" (sliding door)
Cab Finish	SS#4
Return & Transom Finish	SS#4
Handrail	Type HMR22
Cab Height	8'-0"
Door Protection	Multi-beam
Car Sill	Aluminum
Ventilation	2 Speed Fan

Two-way emergency phone manufactured by K-Tech.
The floor will be finished with stone tiles. Two side walls will be made of wood paneling. The back panel will be glass.

There is a stainless steel ceiling that houses six (6) LED down lights.
The management company will establish elevator maintenance contract.

14. Community Facility Elevator -

Quantity	One (1) Hydraulic Elevator
Manufacturer:	Thyssenkrupp
Capacity:	3500 pounds
Speed:	150 F.P.M
Travel	23' - 2" H
Landing/Openings	Three (3) stops, front: Cellar, 1st, 2nd
Hoist way	8'-4" wide x 6'-11" deep
Clear Cab Inside	6'-8" wide x 5'-5" deep
Door Operator	GAL Power
Door Opening	3'-6" x 7'-0" (sliding)
Cab Door Finish	SS#4
Return & Transom Finish	SS#4
Handrail Type	(1) Cont. Flat Bar ¼"x2", SS#4
Cab Height	7'-4"
Car Sill	Aluminum
Ventilation	2 Speed Fan

Two-way emergency phone manufactured by K-Tech.
The floor will be finished with carpet. Three side walls will be made of laminate with wood pattern.
The cab ceiling to be suspended with LED lighting.
The management company will establish elevator maintenance contract.

I. Auxiliary Facilities:

1. Refuse Disposal: There is a trash compactor room on the cellar level and a trash chute running throughout the building. Disposal schedule is public as per NYC Dept. of Sanitation. Trash compactor is manufactured by Chute Enterprises, Model number CE-150. Maximum capacity is 11 cubic yards per hour.

2. Laundry Room: Each Residential unit will have its own washer/dryer within the apartment, the appliances will be manufactured by General Electric LGWM3988HWA or approved equal

3. Package Room: Package room is located at residential entrance lobby adjacent to concierge desk.

4. Bicycle Room: Bicycle room is located in the cellar and has 15 bicycle spaces

5. Storage Room There are twenty two (22) storage units for the tenants located in the cellar level of the building. Storage units 1,2,3,4,5,6,8,9,10,11,16, and 17 are stacked. Each of these units occupies 20 S.F of floor area. Storage units are

manufactured by Store-More Tenant storage lockers and are welded wire galvanized steel construction. Each tenant will be responsible for providing their own lock. These storage units will be licensed to the tenants.

J. Plumbing and Drainage:

1. Water Supply:
   i. There will be (1) DEP approved 6 inch fire protection water service and (1) 3 inch domestic water service. Domestic water supply to the building from street water main will be metered. After the water meter assembly and DEP code required back flow preventer device water is pumped from a triplex constant pressure booster to all plumbing fixtures and equipment in the building from the 3rd floor to the roof. The booster pumps system will be a lead/lag triplex pump system sized at 50GPM, 162 ft head, 3 hp for each pump. Pumps will be manufactured by Federal Pumps Co. or an alternate acceptable manufacture. Main shut off valve will be located in the Water Service Room in the cellar.
   ii. Water Piping:
      a. Service piping - AWWA ductile iron class 52 and 104.
      b. Above ground – Copper type "L" ASTM B-88.

2. Fire Protection System:
   i. A 750 GPM automatic fire pump 60 HP, 3500 rpm, AURORA 911 series, model# 4-383-10B with pump controller or approved equal is provided for the sprinkler/ standpipe system. Each floor will be provided with sprinkler control valve assembly and standpipe valve located within the stair core. Sprinkler system will be as per New York City Building Code. All residential units (except bathrooms and closets), all common spaces, and below grade spaces are to be fully sprinkler protected. Trash compactor and Trash chute will be sprinkler protected in accordance with NYC code. Floor openings from one floor to the next will have closely spaced sprinkler heads around the opening spaced 6 feet on center as required by code to protect the opening.

   ii. Fire standpipe to be 4" black steel pipe schedule 40 with Victaulic couplings or equal and fittings located in stair core. Sprinkler mains 2-1/2" or larger to be Schedule 10 steel pipe, all others to be schedule 40 steel pipe. Drain risers are to be galv. Schedule 40 pipe. Location: Stair Core.

   iii. Sprinkler cabinet will be provided within the residential lobby cabinet for use by fire department as required by NYC Code.

   iv. Sprinkler Head: UL and MEA approved quick response, pendant, upright and sidewall sprinkler heads. Location: Provided throughout the building. Entire building is protected by sprinklers, accept as noted.

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

3. Water Storage Tank: None provided

4. Water Pressure and How Maintained:
   i. The residential portion of the building from the 3rd floor and above is furnished with separate triplex constant pressure booster system to feed one zone of water supply provided throughout.
   ii. The Hydrant flow test provide by NYC DEP dated 04/26/2016 street indicates a static pressure of 44 PSI with a residual pressure of 43 PSI with 500 GPM flowing.
   iii. Hose bibs and trap primers in the common areas of the cellar will operate on street pressure.
   iv. The domestic water pressure within the apartments will be maintained by the booster pump systems between approximately 80 PSI max at the 3rd floor and 33 PSI min at the roof.
   v. Maximum pressure at any fixture will be 83 PSI as required by NYC code.
   vi. All domestic water piping including cold, hot and hot water return shall be copper, insulated and sized as required by code. Cover all hot water pipe and all cold-water pipe with 1.5 inch thick Manville micro-lok AP-T plus fiberglass insulation. Fittings and valves shall be insulated with Manville Zeston 2000 PVC insulated fitting covers.
   vii. Pipe sizing and installation to be as per New York City Building Code.

5. Building Sanitary Sewage system
   i. Permit as required for DEP Site connection proposal for a new 8 inch combined sewer shall be required including special inspections for control flow storm water retention.
   ii. Sewer piping materials shall be E.H.C.I. pipe hub & spigout ASTM 74; sanitary waste gravity discharge to street combined sewer, sized as required.
   iii. Building will have multiple stacks and vent system with all areas above grade flowing by gravity to adjacent sewers in street.
   iv. Sewer will be discharge into New York City sewer system.

6. Permits Required:
   i. DEP approval and permit required Site sewer connection proposal.
   ii. DEP approval and permit required for Domestic water and fire services backflow preventer devises including required filing of GEN 236 and 215B forms.

7. Storm Drainage System:
   i. Storm drainage will be collected via roof and terrace drains and discharged to the combined sewer and into the street main.
   ii. Storm drainage system shall be installed as designed and as required per New York City Building Code with storm water retention roof drains that control the storm water flow on the roof. The main roof will consists of (2) controlled flow roof drains with (2) overflow roof drains.
   iii. All areas above grade will flow by gravity.
   iv. All leaders will be cast iron with No-hub fittings.

K. Heating Systems:

1. The heating system is designed to maintain an indoor temperature of 72° F indoors when outside temperature is 15° F.

2. Heating for apartments will be provided by an HVAC system with VRV-3S ducted, split type individual electrical heat pump units, manufactured by Daikin or approved equal. For equipment technical characteristics and heating efficiency (SEER/EER/IEER) see Appendix below. Heat is provided in accordance with the controls sequence. Heating system is designed based on energy performance maintaining space temperature settings from local thermostat for each unit. Each indoor unit will have a programmable thermostat. The thermostat will maintain space temperature based on time of day settings. The Heat pumps will have MEV 13 filters.
3. Domestic hot water from condominium portion are provided by 2 direct gas-fired 100 gal hot water heaters located on the roof mechanical room with 3" vent with a back draft protection for each HWH. Each water heater will have an instantaneous recovery of approximately 178 GPH @100 Degree F. Heaters will be manufactured by AO Smith. The system will have circulation pumps and hot water return piping to maintain the temperature of the hot water circulated to fixtures as per NYC code. There are no instant hot water systems in the residential units. For equipment technical characteristics and energy efficiency see Appendix below.

4. Heat pump units: See Air conditioning tabulation in Appendix for equipment schedule.
   i. Heating for the residential vestibule area on 1st floor will be provided by wall mounted heater located at the entrance vestibule.
   ii. Heating and cooling in lobby area on 1st floor will be provided by a single split type heat pump unit located in the lobby ceiling.
   iii. Heating and cooling for the Building recreation areas on 3rd floor will be provided by a single split-type heat pump units located at the ceiling of the recreation space.
   iv. The vestibules off the stairs on full floor apartments as well as the corridors on multi-unit floors will be heated by means of roof mounted Energy Recovery Ventilation (ERV) system in accordance with NYC code as well as supplemental baseboard heaters underneath the windows in corridors.

   v. Heating for the stairwells will be provided with electric wall heaters located in the stair cases.
   vi. Heating for other support spaces including water service room, sprinkler booster pump room pump rooms, storage and utilities room, water service room and others will be provided by local electrical baseboard heaters.
   vii. Heating for the Church will be provided with Gas Furnace (see Appendix for equipment information) unit with CU located on the 3rd floor roof.
   viii. Heating for bathrooms located at perimeter wall & underneath roof of units 405, 505, 605, 703, 802 and for bathrooms in the cellar will be provided with the toilet electrical heaters.

5. Hot Water and refrigerant water piping is Type K, Type L, copper for sizes less than 3" and schedule 40 steel for sizes 3" and above.
6. All ductwork running in unconditioned areas shall be insulated with R-6 fiberglass insulation.
7. Valves are rated for the temperatures and pressures of the system they serve.

L. Gas Supply:

1. Natural gas metered service is supplied by Con Edison.
2. One common meter is provided based on utility company rate schedules for apartment kitchen ranges for cooking and 2 central hot water heaters on the roof. Second meter is for RTU-1 (on the 3rd floor roof), (2) Furnaces (in the cellar), (1) Furnace (on the 2nd floor), (1) Make-up air unit (on the bulkhead's roof) & HWH-1 providign HVAC & hot water for the church space.
3. Gas pipes to be Schedule 40 as per New York City Building Code. All Gas piping up to 3" in size shall be Schedule 40 ASTM, A53A black steel with screwed malleable iron fittings. All gas piping 4" in size or larger shall utilize welded fittings.

M. Air Conditioning:

1. The air conditioning systems are designed to provide 72°F maximum indoor temperature in heating mode and 75°F minimum indoor temperature for cooling mode to comply with the NYC Energy Code. This shall be accomplished with outdoor design NYC design conditions of 12.6° for heating and 89.3 DB and 73 WB for cooling. A year round heating and cooling system consisting of Daikin VRV-3S mini-split type heat pump system with roof mounted condenser units for each residential apartment unit. All apartment air handlers have ducted air distribution inside apartments. Refrigerant water pipes will be constructed of copper and insulated. Piping will consist of a 2-pipe system. Units inside the apartments will have the ability to either provide heating or cooling, but cannot provide heating and cooling at the same time. Each electric heat pump unit will be provided with its own heating and cooling thermostat and function per the sequence of operation by apartment owner. The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions. For equipment technical characteristics and heating efficiency (SEER/EER/IEER) see Appendix below. All piping shall be properly insulated.
   All exterior metals, including fasteners are corrosion resistant
   i. Warranty: Daikin Standard Warrant-for parts only 1 year from installation or 18 months from shipment. Compressors are for 7 years for parts only with the same time stipulation as the warranty.
2. The Building lobby on first floor and recreation area on 3rd floor are air conditioned by individual electrical heat pump unit for the space.
3. Cooling for the elevator machine room is provided by dedicated air conditioning unit.
4. Stairs are unconditioned
5. Every apartment unit has its own condenser, which is located on the common balconies of related floor. (CUs for 4th floor apartments are located on the common terrace of the 4th floor). Condensers are Daikin (or approved equal). All condensers are mounted with vibration isolators, which greatly reduces sound transmission.
6. The Church air conditioned by RTU-1 (see Appendix for equipment information) unit with energy recovery ventilation unit for the space located on the 3rd floor roof.
7. Each residential apartment, recreation space and common area are air conditioned as per schedule in Appendix.

N. Ventilation:

1. Bathrooms are provided with common exhaust fan at the NYC code required intermittent rate of 30 CFM/toilet. The main vertical exhaust risers exhaust air to the

roof level by roof mounted exhaust fan(s). Fan(s) will have duct mounted static pressure sensor with VFD drive on each main roof exhaust fan.

2. All kitchens for apartments ventilated by common exhaust fans at the NYC code required intermittent rate of 40 CFM/kitchen. The main vertical exhaust risers exhaust air to the roof level by roof mounted exhaust fan(s). Fan(s) will have duct mounted static pressure sensor with VFD drive on each main roof exhaust fan.
3. Apartment Laundry rooms are provided with vent-less electric clothes dryer systems.
4. Residential units are also ventilated via operable windows.
5. The main lobby, vestibules off the stairs on full floor apartments as well as the windowless areas such as: corridors on multi-unit floors & Cellar will be ventilated by means of roof mounted ERV system in accordance with NYC Code

O. Electrical System:

1. Electrical System: Electrical service will be provided into cellar main electric room. Service from Con Edison shall be sized as per building's electrical loads in accordance with the New York City Electrical Code. Service to the building will be 2500A,120/208 volt, 3- phase, 4 wire and distributed to residential and base building distribution systems via power and lighting panels. Dedicated service and electrical equipment for Residential and base building distribution systems are sized based on their respective loads. All electrical wiring shall be copper.
2. Main electrical room consolidating residential, common area and church electrical equipment is located at the cellar of the building. Local distribution equipment for Residential units is situated in their respective spaces. Power for residential units is distributed from meter banks and disconnect switches in main electrical room.
3. Service to Individual Residential Units from meter banks include dedicated feeders that run to each Residential Unit and terminates at the apartment panel boards. Residential Unit feeders sized as required by load and voltage drop. Each residential unit feeder is protected by individual overcurrent protective device at the meter bank location and consist of 80A 2-pole single phase circuit breakers for apartments.
4. Residential Unit Service: The residential panel board will be rated to comply with the New York City Electrical Code, and takes into account all equipment provided in Residential Units such as washing machines, clothes dryers, dishwashers, microwaves, air conditioning equipment, etc.
5. All residential units will be supplied with 120/208V, 1 phase, 3 wire + ground, 24 or 30 pole power panels with single and double pole circuit breakers in each unit.
6. Common Areas: Power and Lighting panels will be provided to distribute electricity to the loads in all common areas and to be circuited from the dedicated electrical house meter. Individual branch circuit protection will be sized and rated based on the connected loads and requirements of the code, which shall include lighting, receptacles, air conditioning and heating etc.
7. Fire Detection Alarm Systems: Smoke detection and sprinkler system is provided as required in accordance with NYC code including water flow and tamper switches as required for the sprinkler system, with smoke detection for 1st floor rooms and elevator recall.
8. Adequacy:

   Residential:

   i. Service: Capacity provided for each Residential Unit will be in accordance with Code requirements, sized at 80 Ampere at 120/208V, 1 phase, 3 wires. Service will be adequate to meet normal apartment appliance, lighting and air

conditioning loads.

ii. Lighting and Fixtures: Shall be in accordance with Architectural reflected ceiling plan and lighting fixture schedule.
Each apartment shall be supplied with the following lighting fixtures. Kitchens will have Recessed LED Xicato Downlight manufactured by Wila Alphabet, Decorative Pendants at kitchen island manufactured by Tech Lighting;
Hallways and Walk in Closets to have Recessed LED Xicato Downlight manufactured by Wila Alphabet and Recessed Puck Light by Feelux Lighting (if key drop-off shelf at hallway is provided).
Apartment closets shall have Linear Fluorescent surface mount fixture manufactured by Jesco Lighting.
Each apartment bathroom and powder room shall have Recessed LED Xicato Downlight for damp locations manufactured by Wila Alphabet. Vanity Pendant Light by Casa Shop shall be installed in all apartment bathrooms. Powder room shall be supplied with Vanity Pendant Light manufactured by Allied Maker.

iii. Convenience Outlets: Receptacles will be provided in all rooms to meet the New York City Electrical Code. All receptacles in apartments will be protected with AFCI (Arc Fault Circuit Breakers) type circuit breakers, except as otherwise required by NYC Electrical Code.

iv. Appliance Outlets: Appliance receptacles will be provided in kitchens. Dedicated appliance receptacles will be provided for laundry equipment and individual loads such as cooking range and clothes washers & dryers. Ground fault receptacles will be provided in all bathrooms, kitchens, and at Residential Unit terraces.
   a. 20 amps, 120V circuits are provided to handle lighting and general purpose receptacles.
   b. 20 amps, 120V circuits are provided in the kitchen area for 120V kitchen appliances. Each appliance outlet above counter will be GFCI type.
   c. 20 amps, 120V circuits in the bedrooms area are provided with AFCI type circuit breakers in the apartment panels.
   d. 208V, 1 phase service are provided to all CU units on balconies.
   e. 20 amps, 120V single phase circuit for dishwashing machine are provided.
   f. 30 amps, 208V single phase circuits are provided for electric washer/dryer units.
   g. Public area lighting complies with Housing Maintenance Code and Multiple Dwelling Laws.

v. No Generator in this project.

P. Telephones, Intercom and Security Systems:

1. Telephone services will enter the building from West 111th Street and be fed to a telephone room located on Cellar level. It will then be distributed throughout the building through risers and sleeves. Each Residential Unit will receive telephone service to a closet within the unit.
2. Wiring will be installed in each Residential Unit to enable the Unit Owner to obtain telephone and cable television service at the Unit Owner's Expense.
3. The building will not be equipped with a Master Television Antenna System.

4. Intercom will be provided by Urmet or approved equal:
   i. The entrance panel shall consist of Urmet models 1145/53 & 1145/63 flush back box, 1745/49 electronics package and 1083/13 stainless steel cover.
   ii. The apartment station shall be Urmet model 1716/2.
   iii. The power system supply shall be Urmet model 1083/20A
   iv. Audio/video distribution shall be Urmet model 1083/55.

   Standard warranty for Urmet parts is one year from installation.
5. No security System in the project.

Q. Fire/Smoke Detection System:

Each apartment will contain fire and smoke detectors located in the vicinity of the bedrooms. The detector is wired to a 120 volt local power supply and is self contained with its own sounding device. Manufacturer BRK, Model # SC9120b.

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

Fire alarm control panel located in the Concierge Room in Lobby on the first floor of the building.

R. Common Area Lighting:

All lighting in common corridors, vestibule and lobby will be Recessed LED Xicato Downlights manufactured by Wila Alphabet and Cove Light provided by EcoSense. Common corridors shall also be supplied with Art Lighting manufactured by Luminii and Sconce at Apartment entry doors by Bruck Lighting. Lighing in the lobby shall additionally have Recessed LED Spot Uplight at corners manufactured by Design Plan, Recessed LED Xicato Wall Washer at mailroom art wall and decorative pendants at Lobby Vestibule. Public area lighting complies with all applicable codes

Fitness Center lighting will include recessed Linear LED by Amerlux and Wall Mounted LED Uplight manufactured by iGuzzini or approved equal.

Kids Room shall be supplied with Suspended LED Rings manufactured by ALW, Pendant Lights at window area by Plumen Lighting and Linear LED tape light at millwork manufactured by Luminii.

Lighting in cellar mechanical spaces, egress stairs and storage rooms will be fluorescent.

All lighting to be as specified or approved equal.

S. Inspections: Conducted concurrently with construction with final sign- off at the issuance of the Certificate of Occupancy.

1. Construction
2. Structure
3. Elevator
4. Mechanical and Plumbing
5. Electrical
6. Fire Department

Government agencies affiliated with review and approval for Certificate of Occupancy include: Department of Buildings, Parks Department, Department of Highway, Attorney General, Department of Finance, and Department of Transportation.

Recurring inspections to be done after building is in operation will be:

a. Local Law 11 Façade Inspection

b. Elevator inspection

c. Fire alarm & Standpipe

d. Boiler Inspection

T. Tennis courts, playgrounds: There are no tennis courts or other recreational facilities And recreational facilities

U. Violations for the building: There is one (1) ECB violation against the 3-story building that previously occupied the site. The sponsor is presently pursing the removal of said violations and believes that it will be removed prior to closing on the units. It shall be administratively removed upon completion of new building. Searches have been requested of the following agencies to determine if any pending violations exist:

1. NYC Fire Department
2. NYC Department of Air Resources
3. NYC Certificate of Inspection

U. Finishes for the Apartments Units:

Legend:

WD = Wood
WD/P = Wood painted white
PT = Porcelain Tile
CT = Ceramic tile
ST = Stone Tile
P/GWD = Paint/Gypsum Wall Board
WC = Wall Covering

WV = Wood Veneer
CP = Carpet
RM = Rubber mat
P/CON = Painted Concrete

Wood flooring is 4" hard wood white oak, ¾" thick, clear grade on top of one layer of ¾" underlayment plywood. Wood floor to be finished on site with polyurethane in matte finish.

Wall and ceiling paint – Primer to be Benjamin Moore Ultra Spec Primer, premium grade, 1 coat. Paint to be Benjamin Moore, flat finish, 2 coats.

1. Finish Schedule for apartments:

Space	Floor	Wall	Base	Ceiling
Foyer	WD	P/GWB	WD/P	P/GWB
Living room	WD	P/GWB	WD/P	P/GWB
Bedrooms	WD	P/GWB	WD/P	P/GWB
Bathrooms	PT	PT, P/GWB	PT	P/GWB
Master Bathrooms	ST	ST, P/GWB	ST	P/GWB

*All Bathrooms to have Wood or Wood Veneer vanity and mirror frames.

Powder Room	WD	ST, P/GWB	ST	P/GWB
Closets	WD	P/GWB	WD/P	P/GWB
Kitchens	WD	P/GWB P	WD/P	P/GWB

*All kitchens to have marble countertop & island, and glass backsplash.
*All kitchen cabinets to be wood painted white.

2. Finish Schedule for Other Areas:

Space	Floor	Wall	Base	Ceiling
Lobby	ST	WV, ST, P/GWB,	ST	P/GWB
Corridor	CP	P/GWB, WC	WD	P/GWB
Fitness Room	RM	WC, P/GWB,	WD	P/GWB
Kids Room	WD	P/GWB	WD	P/GWB
Bicycle storage	P/CON	P/GWB	P/COM	P/GWB
Refuse Storage Room	P/CON	P/GWB	P/CON	P/GWB

*Kids Room to have Plastic Laminate Millwork Shelving Modules.

3. Plumbing Fixtures for Apartments (approved or equal):

Fixture	Brand	Model #
Bathrooms Toilet	Toto	CST744EL(R)N
Bathroom Sink	Waterworks	CYLV20 Clara
Bathroom Bathtub	Duravit	D Code - 700100
Bathroom Faucet	Waterworks	FLLS10, Flyte 3-Hole
Bathroom Shower head	Waterworks	TRSH29

Bathroom Handheld Shower	Waterworks	TRHS10
Bathroom Tub Spout	Waterworks	FLTS80
Bathroom Shower/Tub Diverter	Waterworks	FLPB30
Kitchen sink	Blanco	442079
Kitchen faucet	Hansgrohe	32665001

4. Kitchen Appliances (approved or equal):

Fixture	Brand	Model #
Refrigerator 36"	Benchmark	B36IT800NP
Refrigerator 30"	Benchmark	B30IB800SP
Cooktop 24"/30"/36"	Bosch	NGM5455UC/NGM8055UC /NGM8655UC
Wall Oven 24"/30"	Bosch	HBE5451UC / HBL8451UC
Speed Oven	Bosch	HMC54151UC
Dishwasher 24"	Bosch	SHVM78W53N
Hood 24"/30"/36"	Bosch	HUI5441UC/ HUI5035UC /HUI5655UC
Wine Cooler 24" (3BR Apt.)	Thermador	T24UW800LP
Washing Machine	Bosh	WAT28401UC
Dryer	Bosh	WTG86401UC

5. Building is currently under construction. Units could not be inspected presently. Unit designations are clearly stated on the drawings and Schedule A. including all types of rooms. Finishes and finish schedule is clearly indicated above.

Schedule of Units:

3rd Floor: Unit 301 has 2 bed, 2 baths, living room, kitchen
Units 302 & 305 are studios with 0 bed, 1 bath, & kitchenette
Units 303 & 304 have 1 bed, 1 bath, kitchen, living room

4th floor: Units 401, 404, 406 have 1 bed, 1 bath, kitchen, living room
Units 402 is a studio with 0 bed, 1 bath, & kitchenette
Units 403 & 405 have 2 bed, 2 bath, kitchen, living room

5th Floor: Units 501, 504, 506 have 1 bed, 1 bath, kitchen, living room
Unit 502 is a studio with 0 bed, 1 bath, & kitchenette
Units 503 & 505 have 2 beds, 2 bath, kitchen, living room

6th Floor: Units 601, 604, 606 have 1 bed, 1 bath, kitchen, living room
Unit 602 is a studio with 0 bed, 1 bath, & kitchenette
Units 603, 605 have 2 beds, 2 baths, kitchen, living room

7th Floor: Unit 701 has 1 bed, 1 bath, kitchen, living room
Unit 702 has 3 beds, 2 bath, 1 toilet room, kitchen, living room
Units 703 & 704 are 2 bed, 2 bath, kitchen, living room

8th Floor: Unit 801 & 802 have 3 beds, 2 baths, 1 toilet room, kitchen, living room, & private terrace

V. Additional Information:

The approximate floor area of each condominium unit is measured as follows: (a) vertically from the top of the concrete or wood flooring to the underside of the concrete or sheetrock ceiling and all dimensions are approximate and subject to construction variances plans and dimensions may contain minor variations from floor to floor. Dimensions are taken from centerline of demising walls to face of exterior walls. All open violations will be resolved prior to closing.

Asbestos:

This statement is to disclose that there will be no asbestos made products, partially or in whole, specified for the construction of this condominium as per approved plans.

Construction Time Frame:

The construction of the new Building was approved on date 06/12/2017 and permitted on 10/12/2017.

The building and site will be in accordance with the New York City Building Code, the Multiple Dwelling Code, the New York City Zoning Resolution and all other applicable authorities and in accordance with plans and applications on file with the Department of Buildings of the City of New York. With reference to the preparation of plans and specifications, the sponsor has retained the services of a professional engineer who prepared the same. The sponsor represents to the best of its knowledge that the plans accurately describe the building units, common elements and equipment as the same which will be delivered upon the completion of construction.

Any permits or inspections required by the City of New York will be furnished and updated prior to the first closing.

As of the date of the first closing, the sponsor represents that it will have a Temporary of Final Certificate of Occupancy for the building prior to the first closing, and deliver title without violations or liens on the premises and in accordance with the sponsor's undertakings elsewhere as set forth in this offering.

Light and Air is provided in each unit in compliance with all applicable codes. The calculations of light and air are as follows:
A minimum of 10% of a habitable room areas is for light.
A minimum of 5% of a habitable room area is for air.

The approximate floor area of each condominium unit is measures as follows: (a) vertically from the top of the concrete or wood flooring to the underside of the concrete or sheetrock ceiling and (b) horizontally to the center line of demising walls between units; to the centerline of non-structural common walls; to the inside face of common structural walls or elements; and to the outside face of exterior walls. The square footage of each unit is not based upon measurements from interior surface of interior walls and the actual area comprising the condominium unit is less than listed in Schedule A.

August 14th, 2018

To the best of my knowledge, belief and professional judgment, these plans and specifications are in compliance with the Energy Conservation Construction Code of New York State, using Chapter Five.

Brent M. Porter

Brent M. Porter

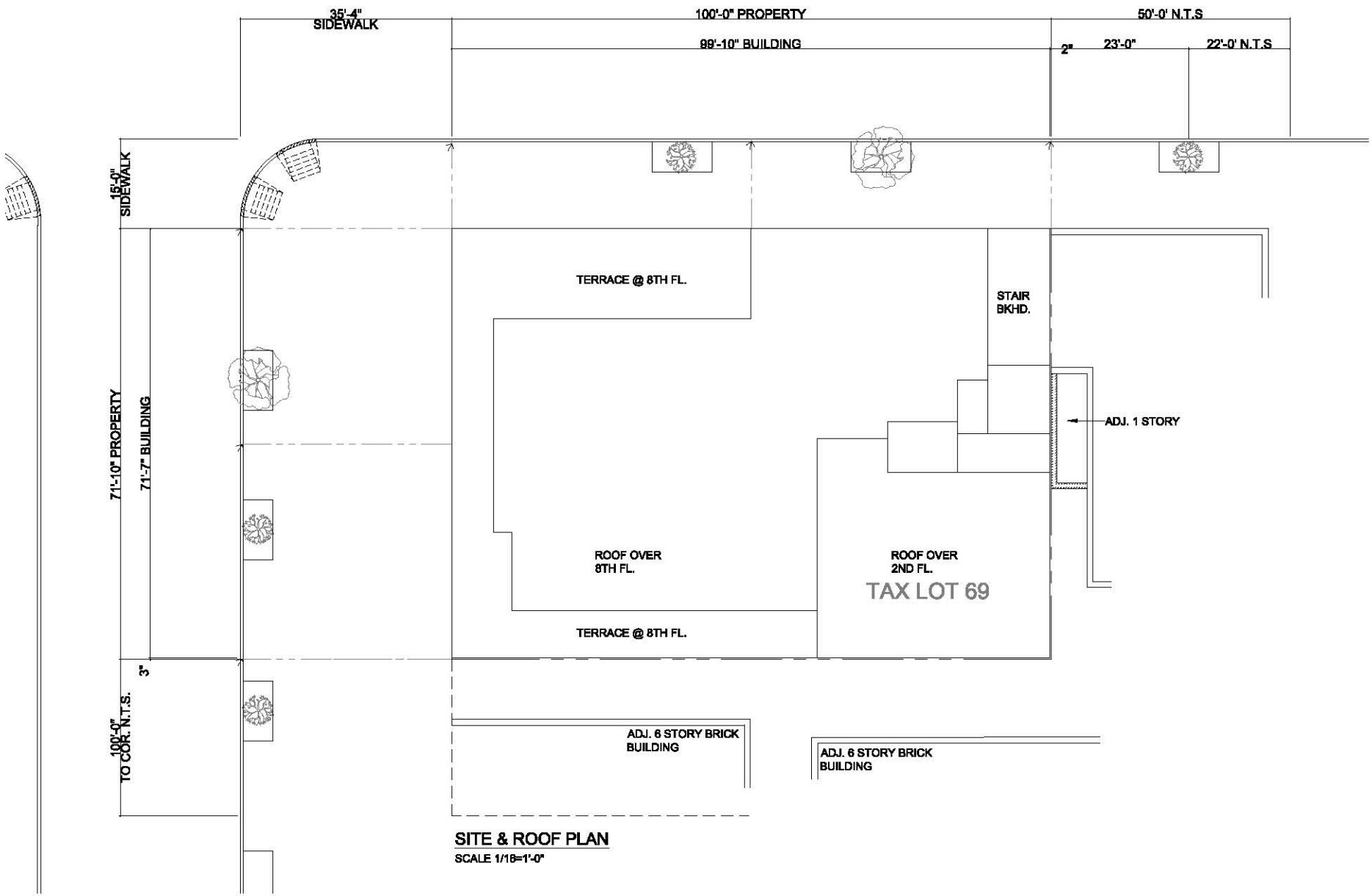
Brent M. Porter Associates

REGISTERED ARCHITECT BRENT M PORTER 15478 STATE OF NEW YORK

Sworn to before me this 9 day
Of January, 2018.

Notary Public, State of New York

MARTIN AUSTIN DAVID
Notary Public, State of New York
Registration #01MA6341019
Qualified In Suffolk County
Commission Expires May 2, 2020



SITE & ROOF PLAN

SCALE 1/16=1'-0"

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

SITE PLAN

SECTION A

10 LENOX AVENUE CONDOMINUM

10 LENOX VENTURES LLC

105 Central Ave, Brooklyn NY 11206

DESCRIPTION OF UNITS

FLOOR	GROSS AREA	EXCLUDED AREA	RESIDENTIAL COMMON ELEMENT (RCE)	EXT. RESIDENTIAL COMMON ELEMENT (RCE)	COMMUNITY FACILITY	GENERAL COMMON ELEMENT	EXT. GENERAL COMMON ELEMENT (GCE)	APARTMENT	APARTMENT AREA	BEDROOMS	BATHROOMS	TOILET ROOM	YARD/GARDEN	YARD/GARDEN SQ. FT.	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	OTHER RESI. LIMITED COMMON ELEMENT (LCE)	TOTAL RESIDENTIAL (LCE) SQ. FT.	COOMMUNITY FACILITY (CFLCE) SQ. FT.	EXT. COOMM. FACILITY (CFLCE) SQ. FT.
CELLAR	7,147		1207		4316	1085															539	
																				0		
FIRST	7,100		953		5518	50	6														579	40
																				0		
SECOND	7,146	2064	338		4131																613	
																				0		
THIRD	5,941		2256	309			897	301	1030	2	2	0	NO		NO		NO				80	
								302	527	0	1	0	NO		NO		NO					
								303	801	1	1	0	NO		NO		NO					
								304	662	1	1	0	NO		NO		NO					
								305	585	0	1	0	NO		NO		NO					
																				0		
FOURTH	5,807		973	132				401	692	1	1	0	NO		NO		NO					
								402	450	0	1	0	NO		NO		NO					
								403	1169	2	2	0	NO		NO		NO					
								404	628	1	1	0	NO		NO		NO					
								405	1233	2	2	0	NO		NO		NO					
								406	664	1	1	0	NO		NO		NO					
																				0		
FIFTH	5,807		973	66				501	692	1	1	0	NO		NO		NO					
								502	450	0	1	0	NO		NO		NO					
								503	1169	2	2	0	NO		NO		NO					
								504	628	1	1	0	NO		NO		NO					
								505	1233	2	2	0	NO		NO		NO					
								506	664	1	1	0	NO		NO		NO					
																				0		
SIXTH	5,807		973	66				601	692	1	1	0	NO		NO		NO					
								602	450	0	1	0	NO		NO		NO					
								603	1169	2	2	0	NO		NO		NO					
								604	628	1	1	0	NO		NO		NO					
								605	1233	2	2	0	NO		NO		NO					
								606	664	1	1	0	NO		NO		NO					
																				0		

10 LENOX AVENUE, MANHATTAN, NY 10026

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

CHART

SECTION A

10 LENOX AVENUE CONDOMINUM

10 LENOX VENTURES LLC

105 Central Ave, Brooklyn NY 11206

DESCRIPTION OF UNITS

FLOOR	GROSS AREA	EXCLUDED AREA	RESIDENTIAL COMMON ELEMENT (RCE)	EXT. RESIDENTIAL COMMON ELEMENT (RCE)	COMMUNITY FACILITY	GENERAL COMMON ELEMENT	EXT. GENERAL COMMON ELEMENT (GCE)	APARTMENT	APARTMENT AREA	BEDROOMS	BATHROOMS	TOILET ROOM	YARD/GARDEN	YARD/GARDEN SQ. FT.	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	OTHER RESI. LIMITED COMMON ELEMENT (LCE)	TOTAL RESIDENTIAL (LCE) SQ. FT.	COOMMUNITY FACILITY (CFLCE) SQ. FT.	EXT. COOMM. FACILITY (CFLCE) SQ. FT.
SEVENTH	5,807		956	66				701	735	1	1	0	NO		NO		NO					
								702	1646	3	2	1	NO		NO		NO					
								703	1296	2	2	0	NO		NO		NO					
								704	1176	2	2	0	NO		NO		NO					
																				0		
EIGHTH	4,199		777	66				801	1674	3	2	1	NO		NO		YES	851				
								802	1748	3	2	1	NO		NO		YES	760				
																				1611		
ROOF	604		604	3660																		
																				0		
BULKHEAD	0.00			643																		
																				0		
TOTAL	**55,364**		**10,010.00**	**5,008.00**	**13,965**	**1,135**	**903**	**29**	**26,388**	**39.00**	**41.00**	**3.00**								**1,611**	**1,811**	**40**

PREPARED BY BRENT M. PORTER ARCHITECT & ASSOC.

DATE: SEPTEMBER 2018

FORMULA: (UNIT AREA X 100) DIVIDED BY TOTAL OF UNITS AREA = PERCENTAGE OF COMMON INTEREST

10 LENOX VENTURES LLC

10 LENOX DEVELOPMENT VENTURES, LLC

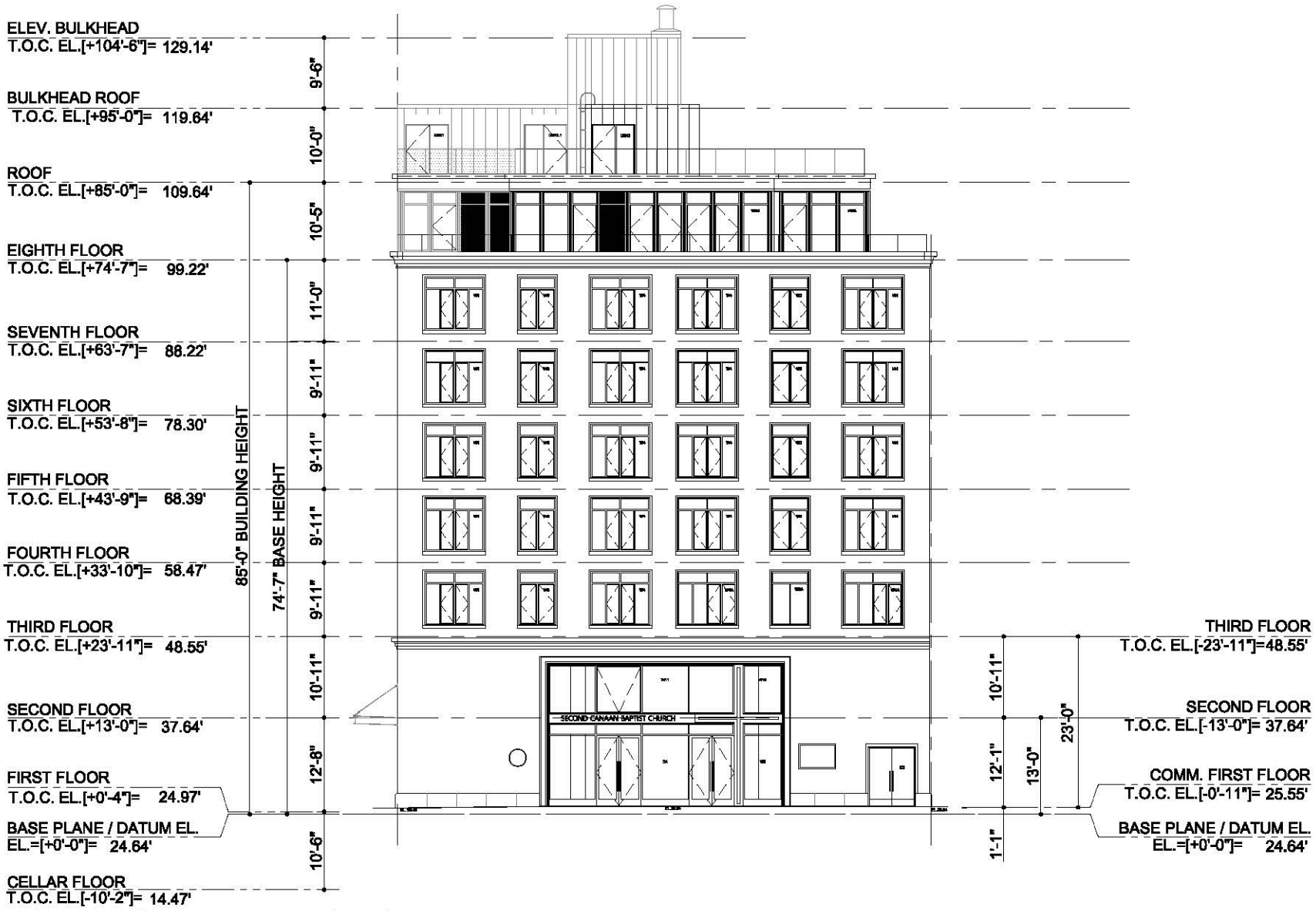
10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

CHART

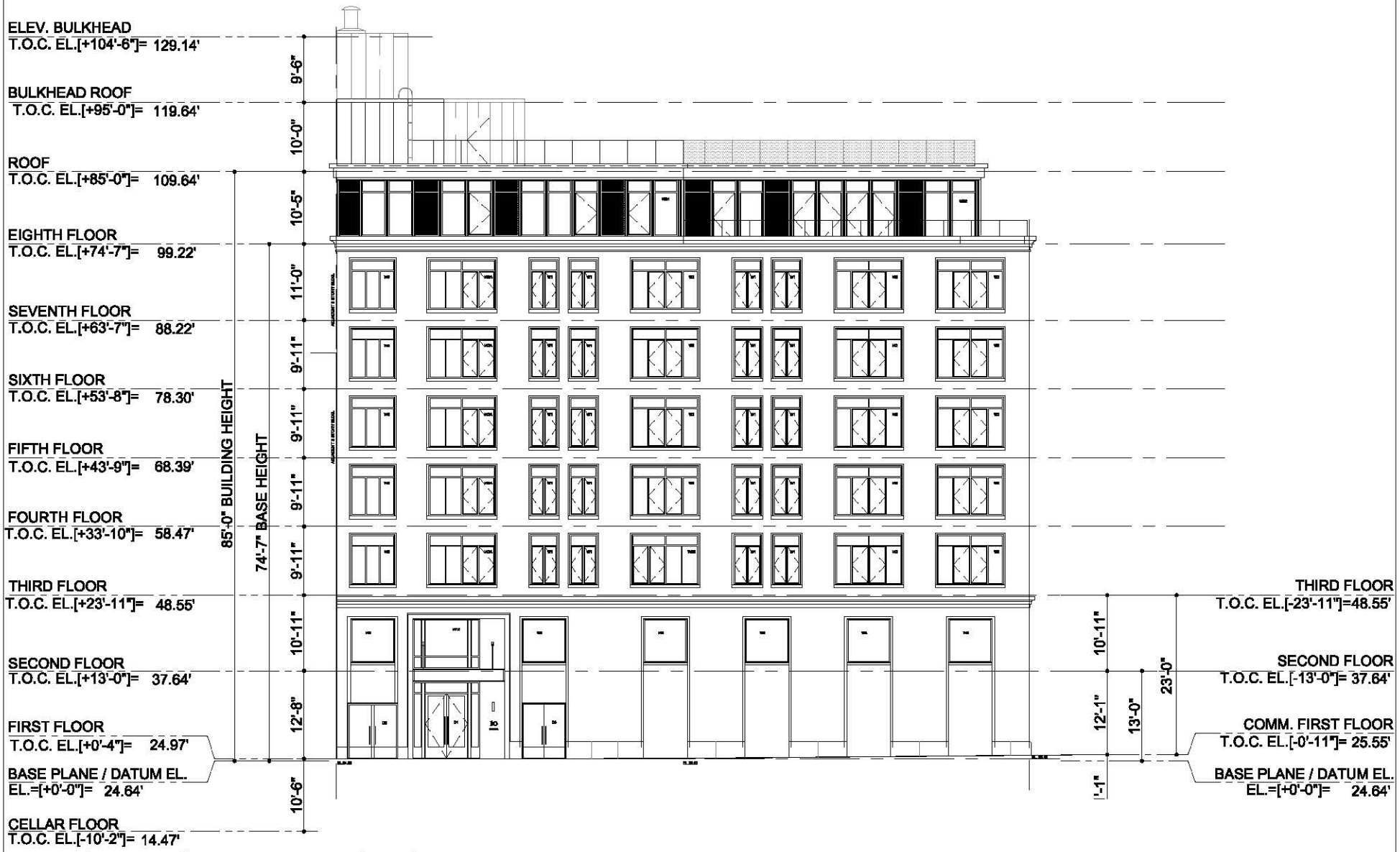


10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

FRONT ELEVATION (NORTH WEST)



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

FRONT ELEVATION (NORTH EAST)

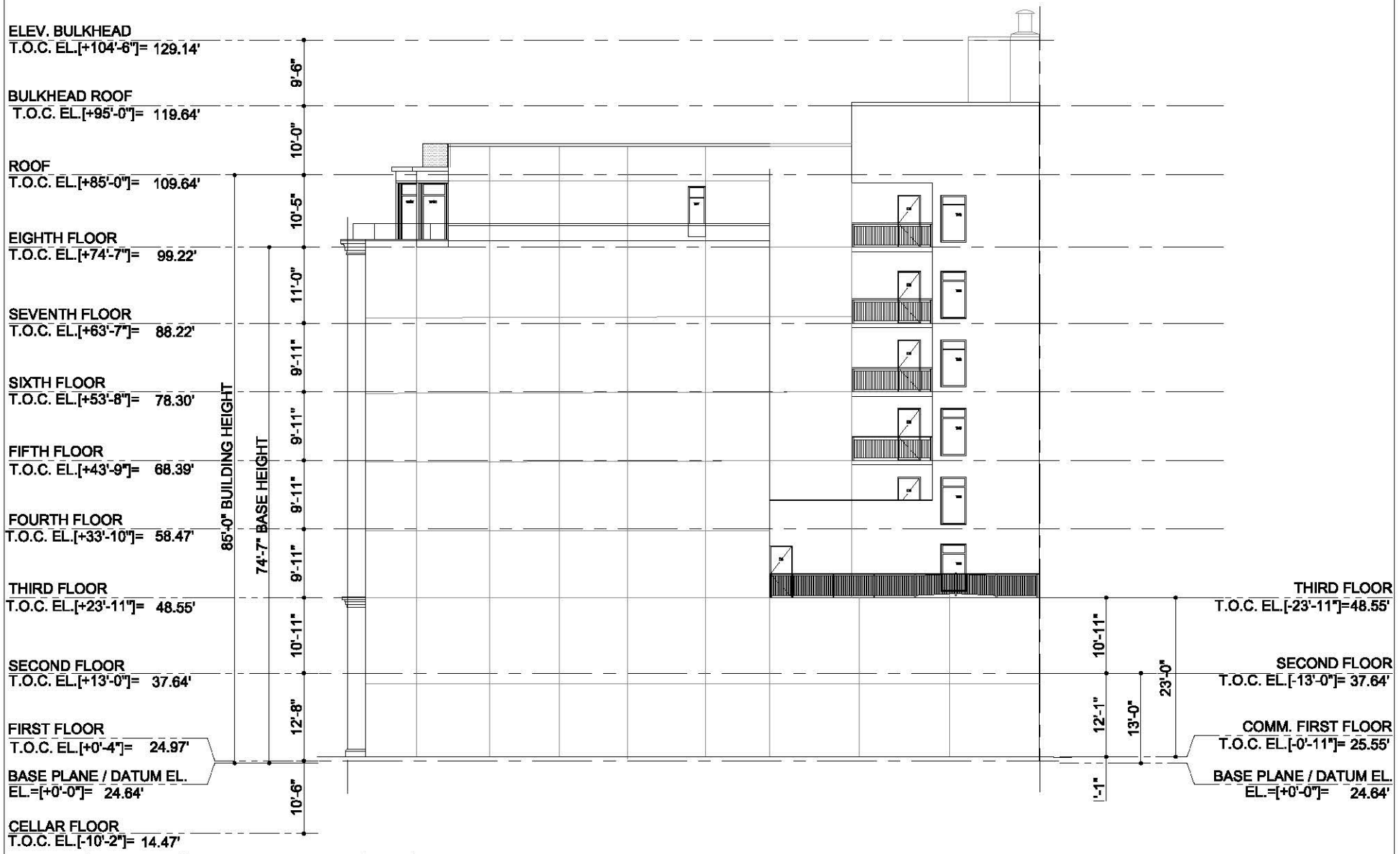


10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

REAR ELEVATION (SOUTH EAST)

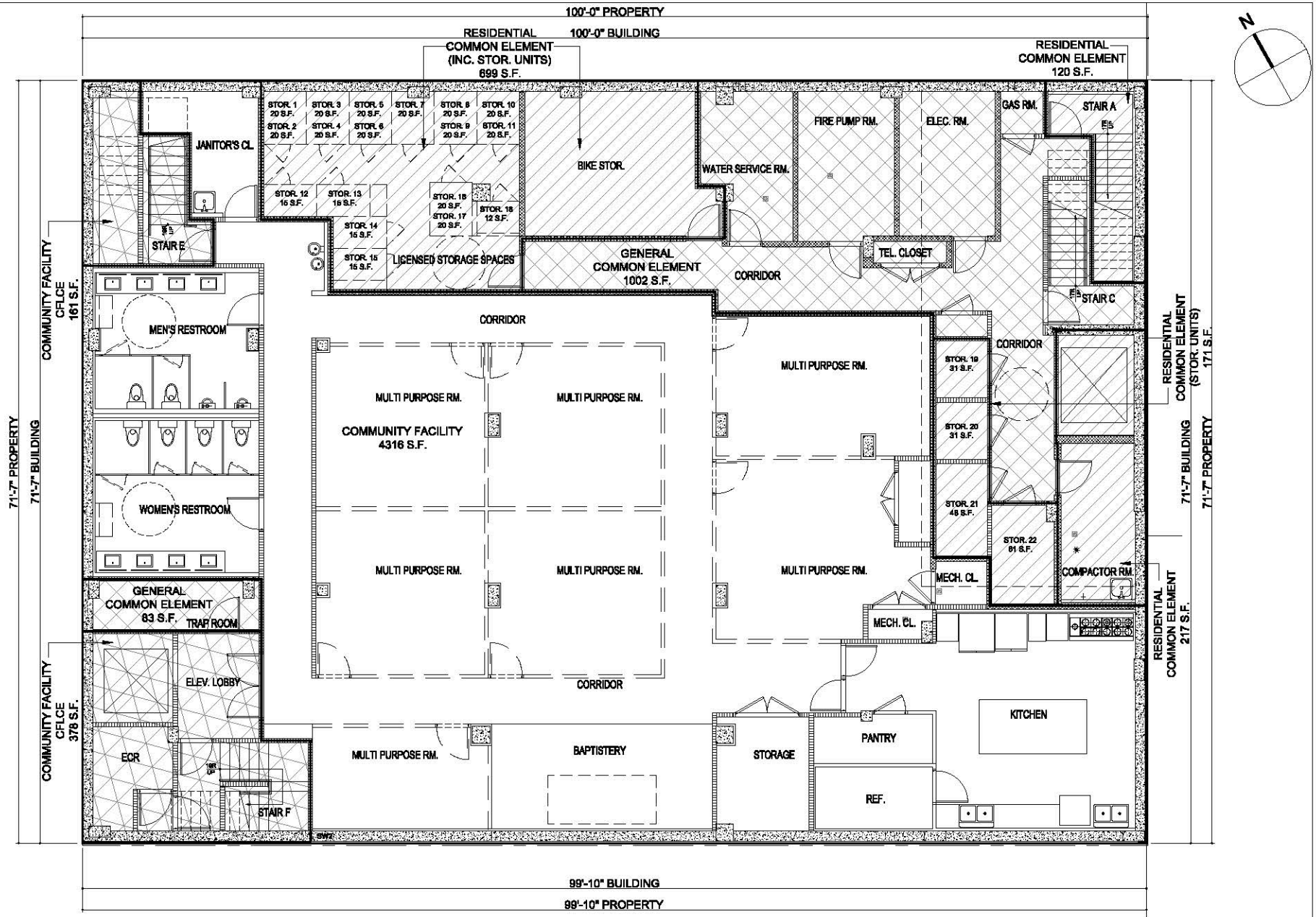


10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

REAR ELEVATION (SOUTH WEST)



200

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

CELLAR

GROSS AREA = 7,146.52 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

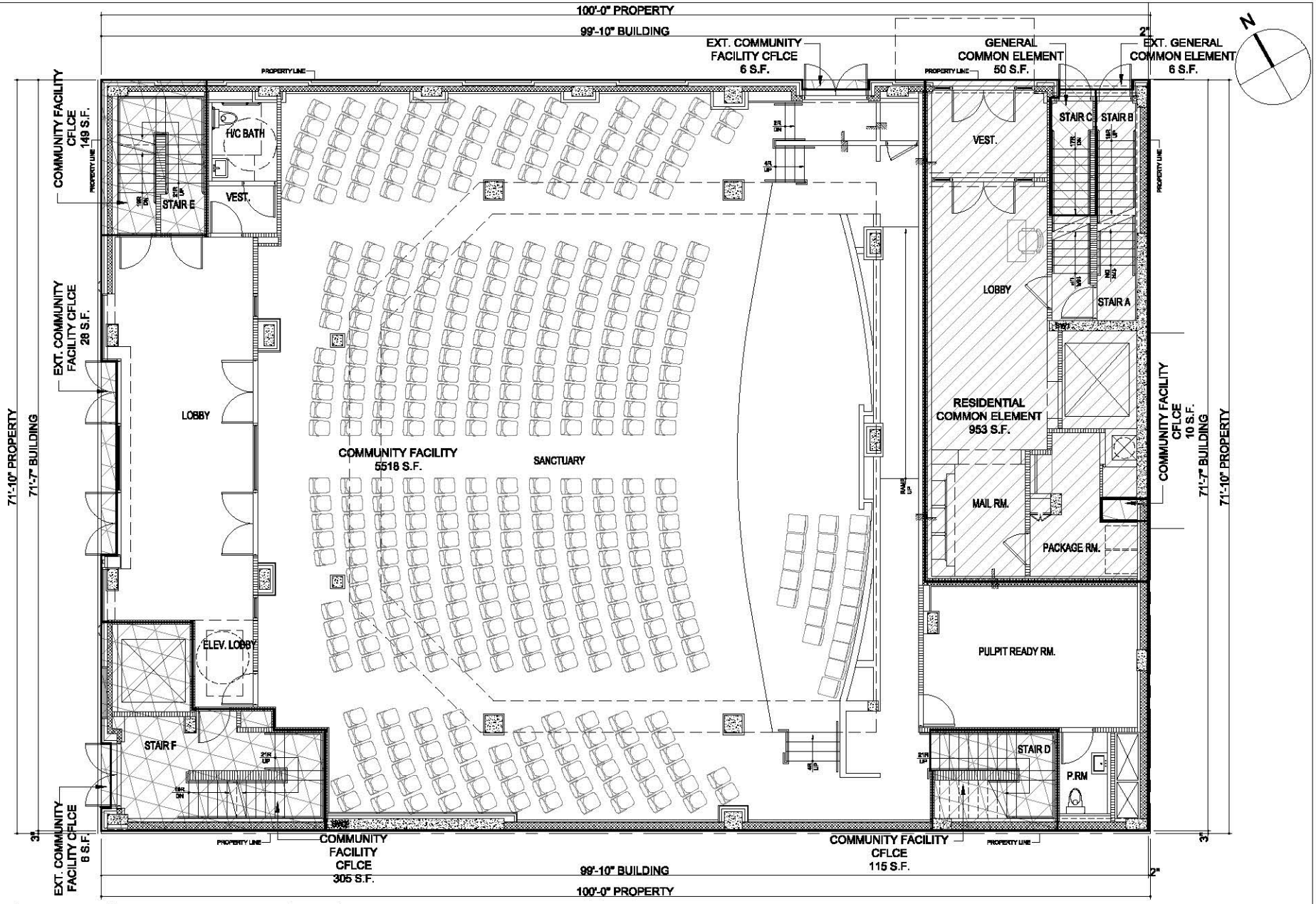
RESI. COMMON ELEMENT (RCE) = 1207 S.F.

RESI.LIMITED COMMON ELEMENT (LCE) = 0

GENERAL COMMON ELEMENT (GCE) = 1085 S.F.

COMM. FAC. LIMITED COMMON ELEMENT (CFLCE) = 539 S.F.

SCALE: 0' 8' 16' 24



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

FIRST FLOOR

GROSS AREA = 7,100.18 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

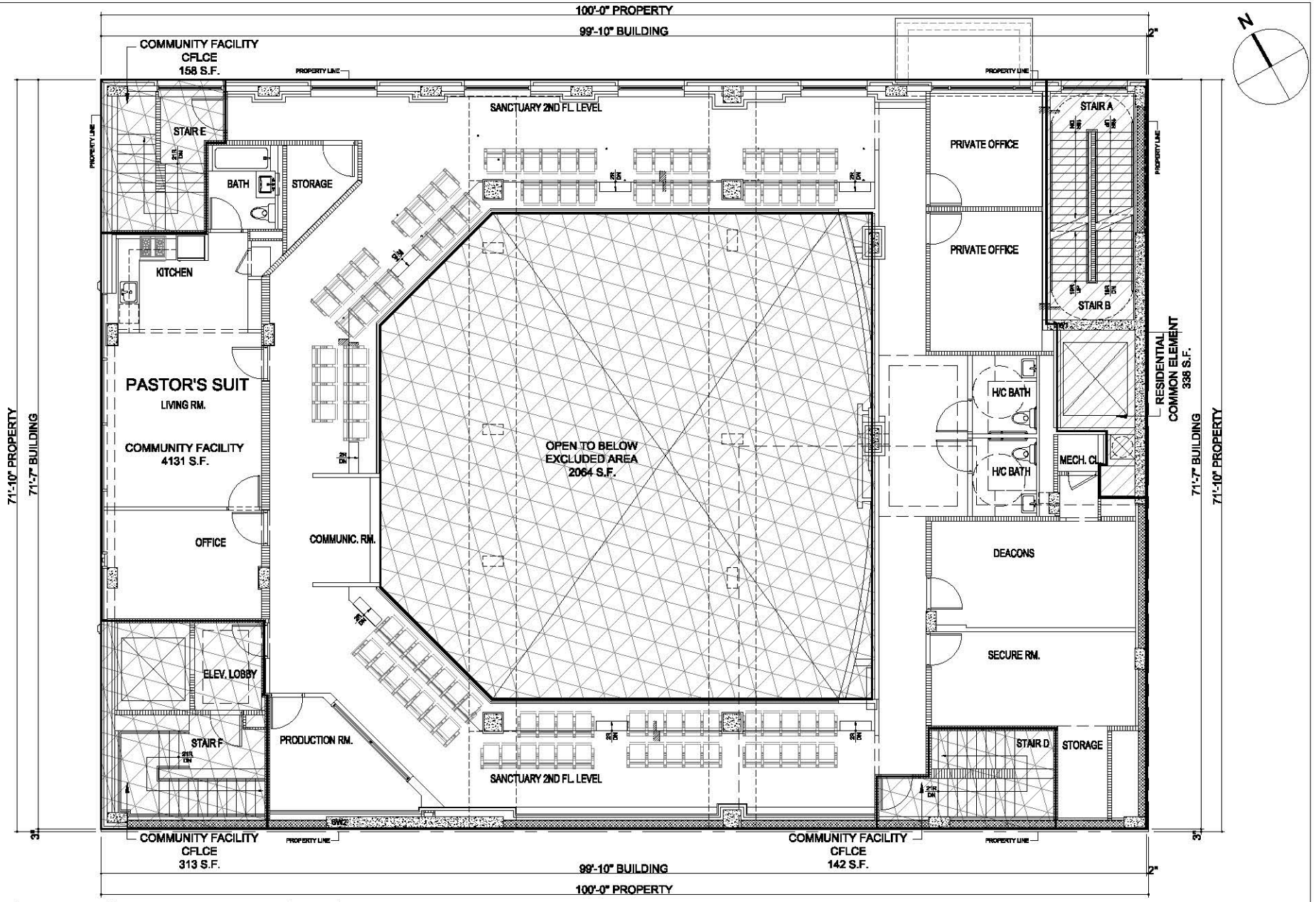
RESI. COMMON ELEMENT (RCE) = 953 S.F.

RESI.LIMITED COMMON ELEMENT (LCE) = 0

GENERAL COMMON ELEMENT (GCE) = 56 S.F.

COMM. FAC. LIMITED COMMON ELEMENT (CFLCE) = 579 S.F.

SCALE: 0' 8' 16' 24



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

SECOND FLOOR

GROSS AREA = 7,146.40 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

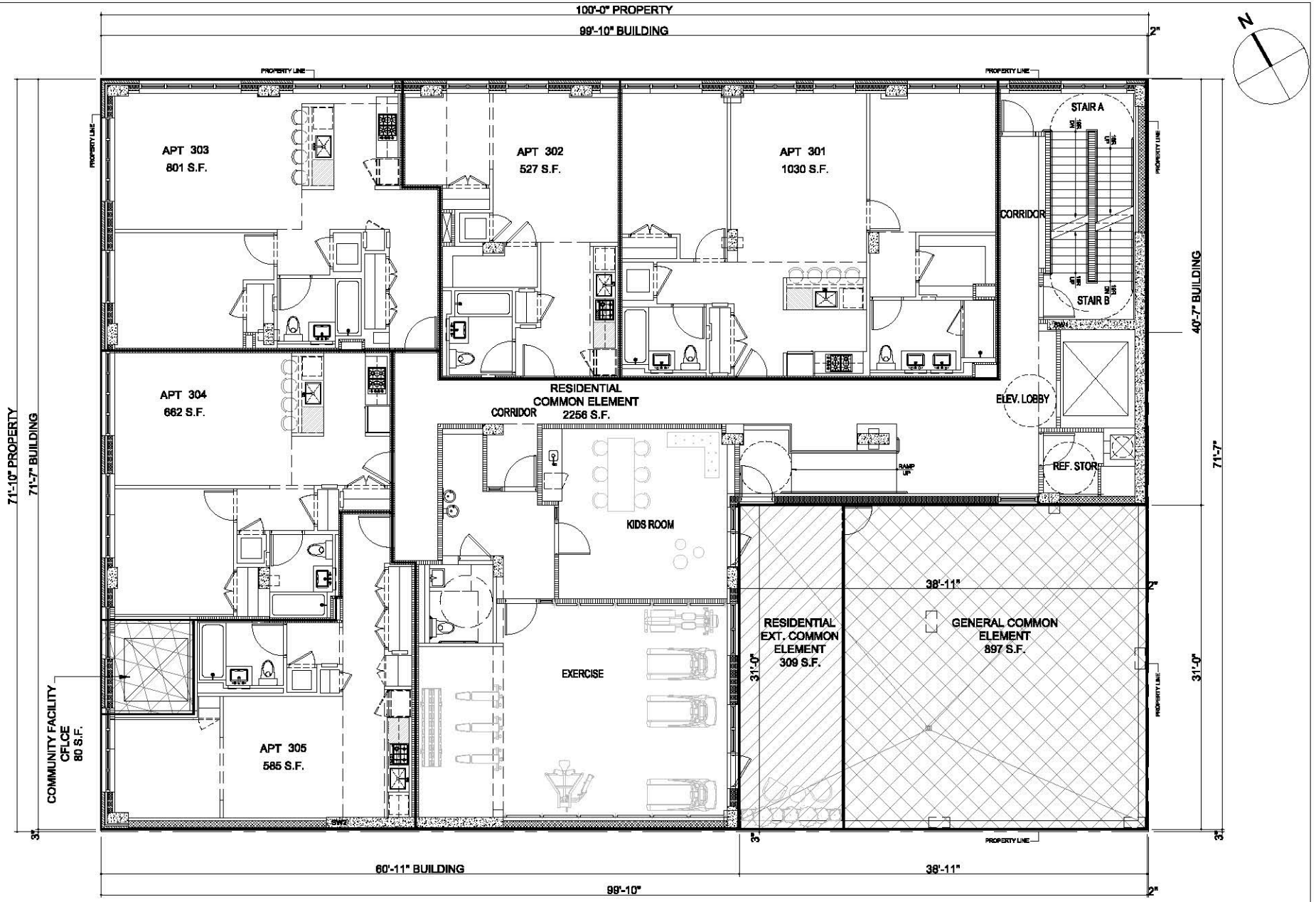
RESI. COMMON ELEMENT (RCE) = 338 S.F.

RESI.LIMITED COMMON ELEMENT (LCE) = 0

GENERAL COMMON ELEMENT (GCE) = 0 S.F.

COMM. FAC. LIMITED COMMON ELEMENT (CFLCE) = 613 S.F.

SCALE: 0' 8' 16' 24



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

THIRD FLOOR

GROSS AREA = 5,940.76 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

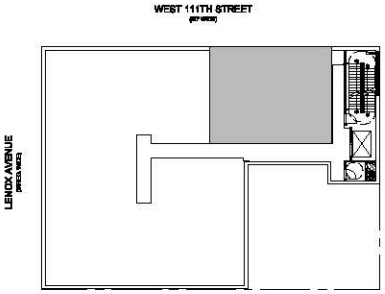
RESI. COMMON ELEMENT (RCE) = 2256 S.F.

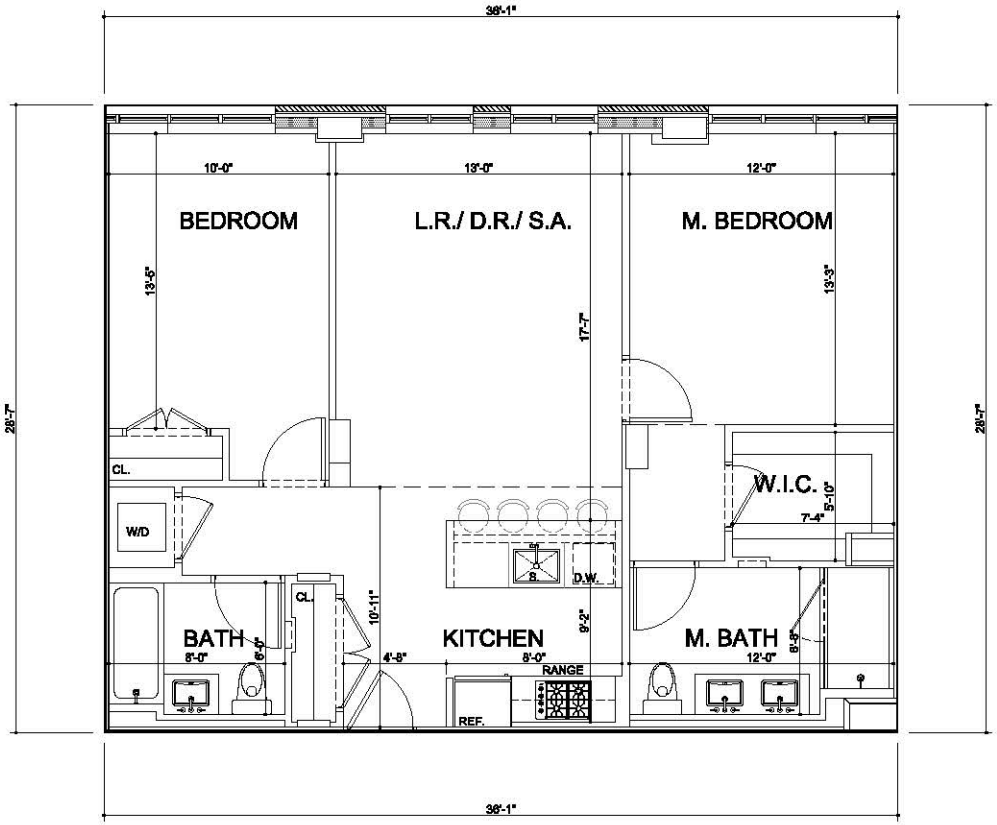
RESI. LIMITED COMMON ELEMENT (LCE) = 0 S.F.

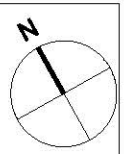
GENERAL COMMON ELEMENT (GCE) = 897 S.F.

COMM. FAC. LIMITED COMMON ELEMENT (CFLCE) = 80 S.F.

SCALE: 0' 8' 16' 24







10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

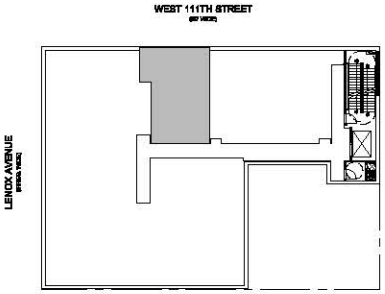
DATE: AUGUST 2018

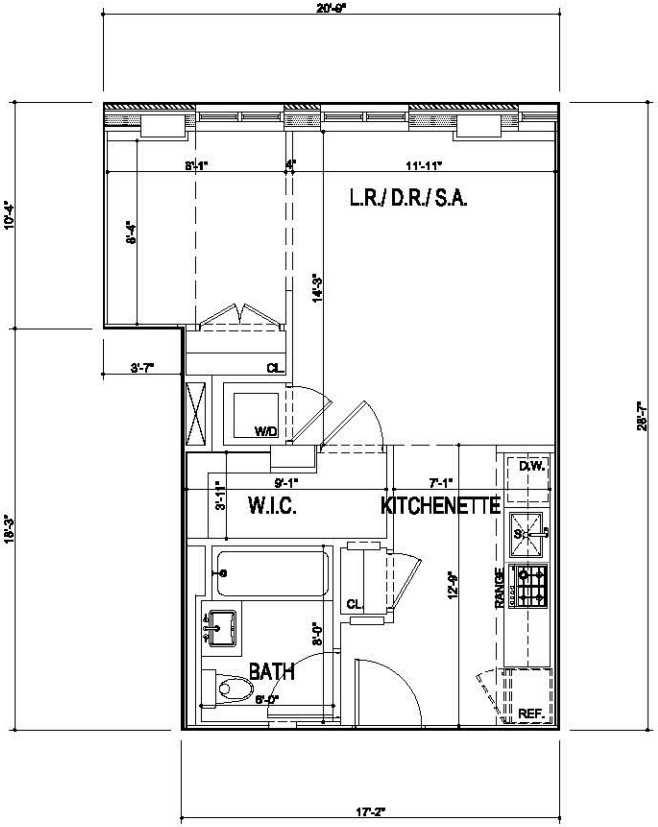
THIRD FLOOR
APT. 301

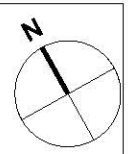
2 BED/ 2 BATH
AREA =1030 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







205

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

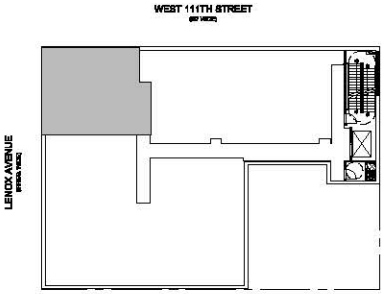
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

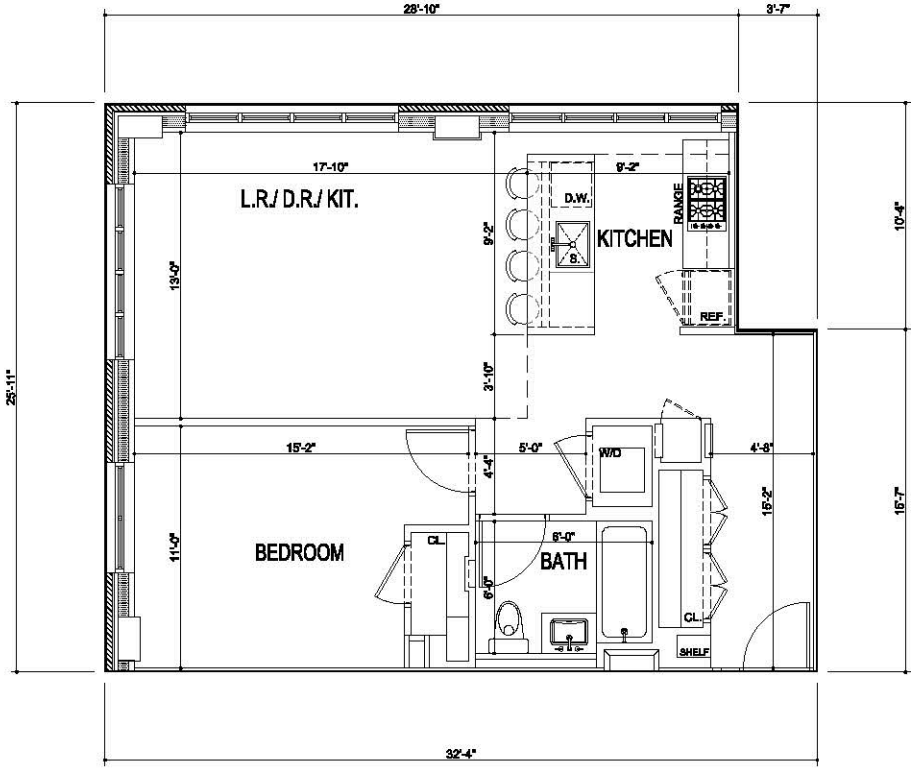
THIRD FLOOR
APT. 302

0 BED/ 1 BATH
AREA = 527 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

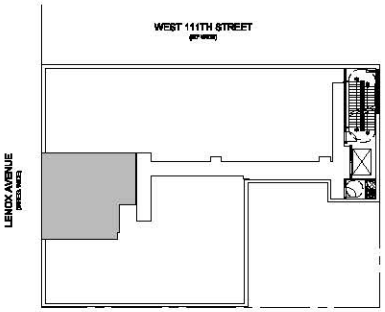
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

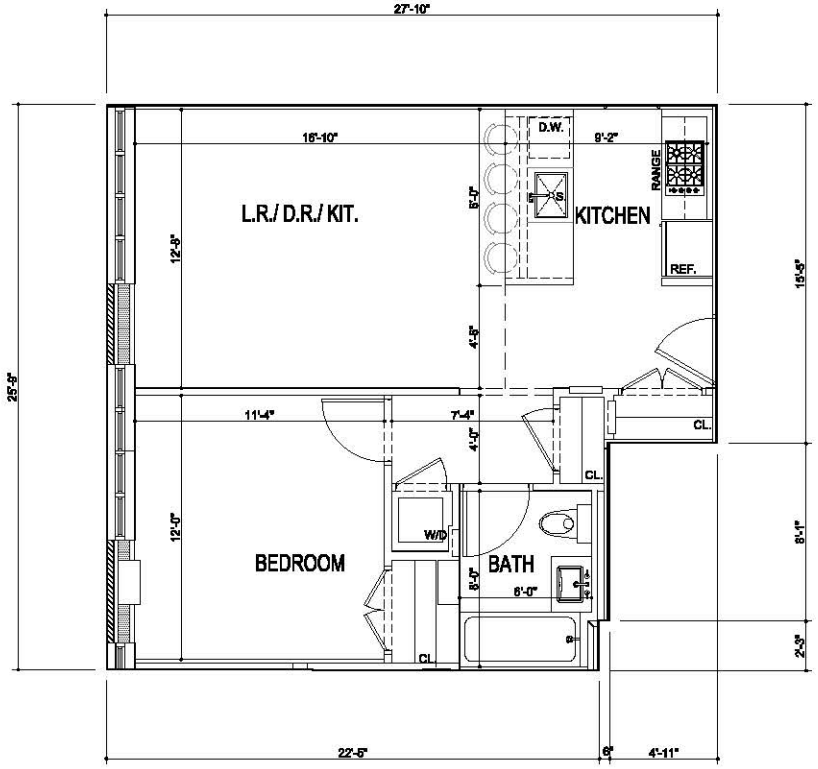
THIRD FLOOR
APT. 303

1 BED/ 1 BATH
AREA = 801 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

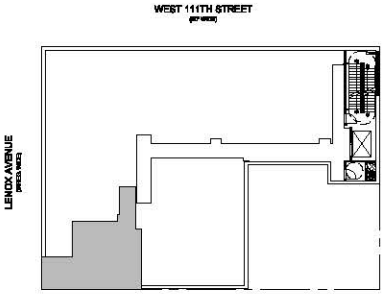
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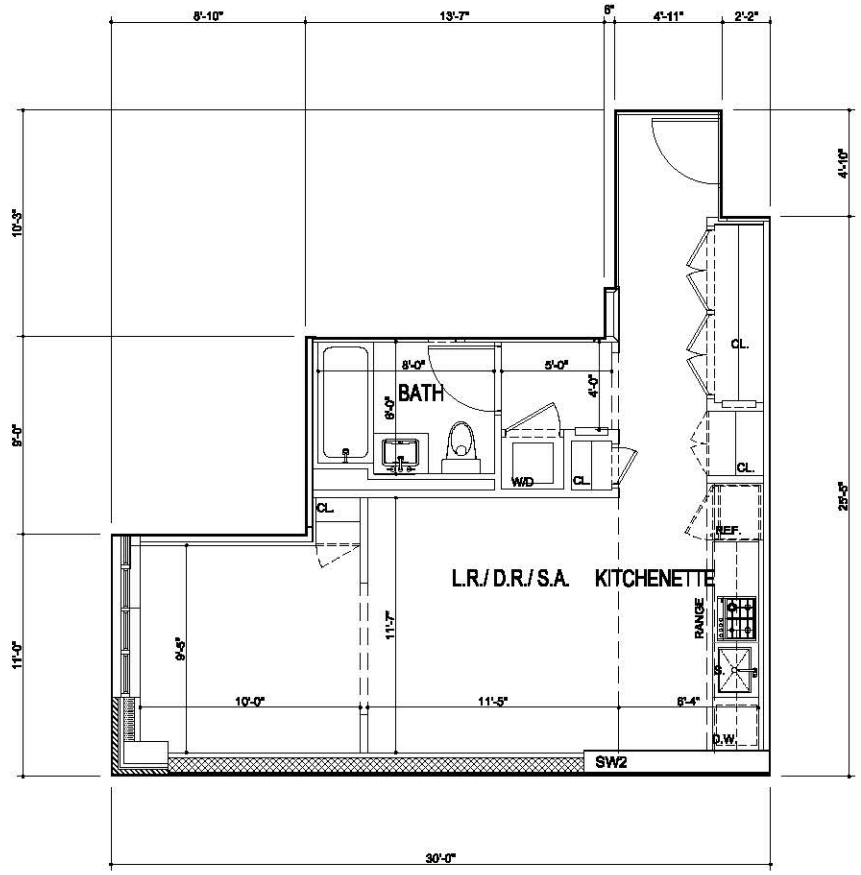
THIRD FLOOR
APT. 304

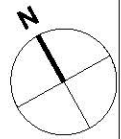
1 BED/ 1 BATH
AREA = 662 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







208

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

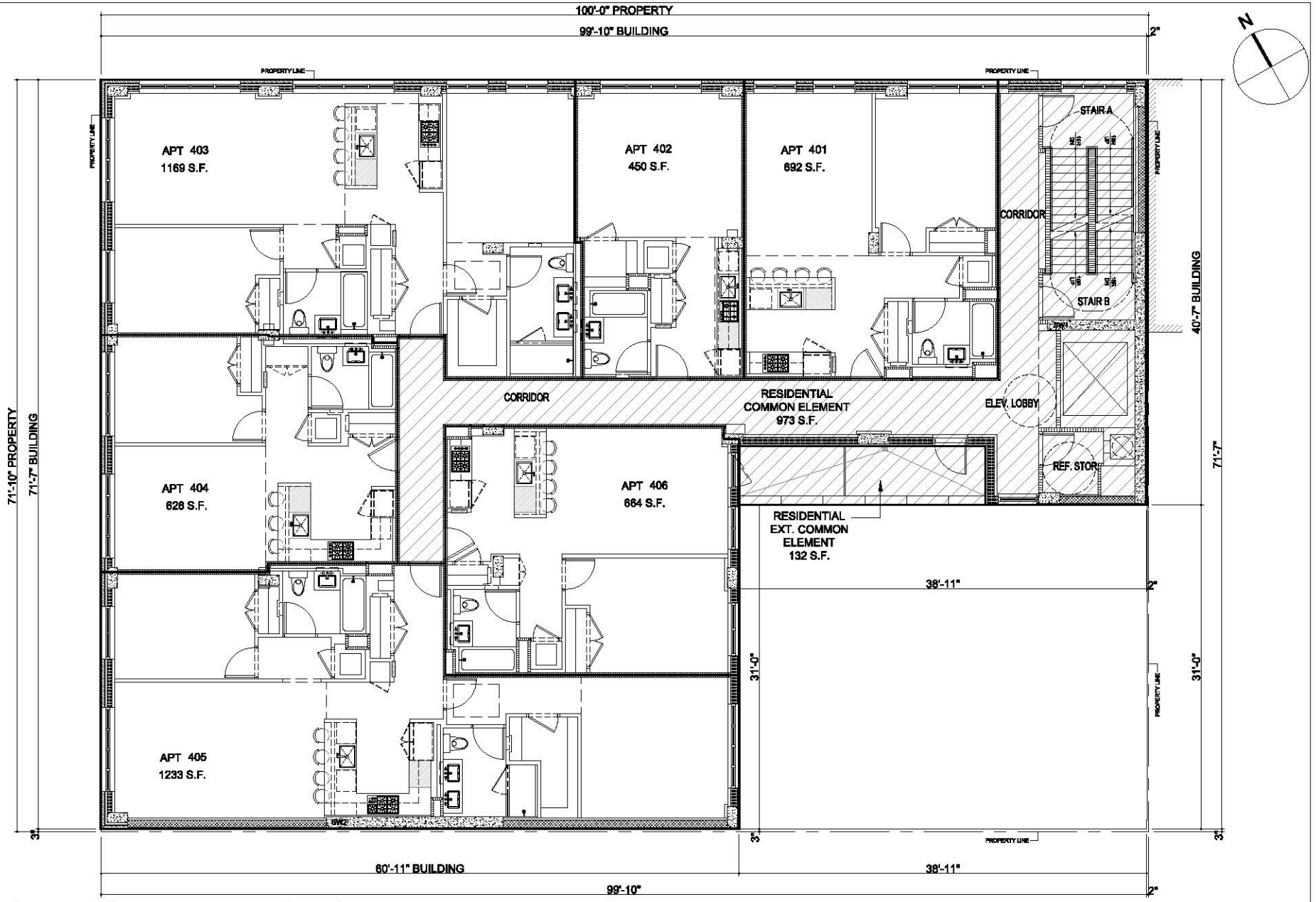
DATE: AUGUST 2018

THIRD FLOOR
APT. 305

0 BED/ 1 BATH
AREA = 585 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

FOURTH FLOOR

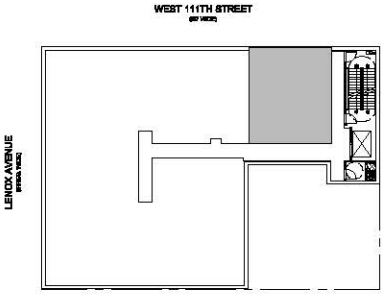
GROSS AREA = 5,806.82 S.F.

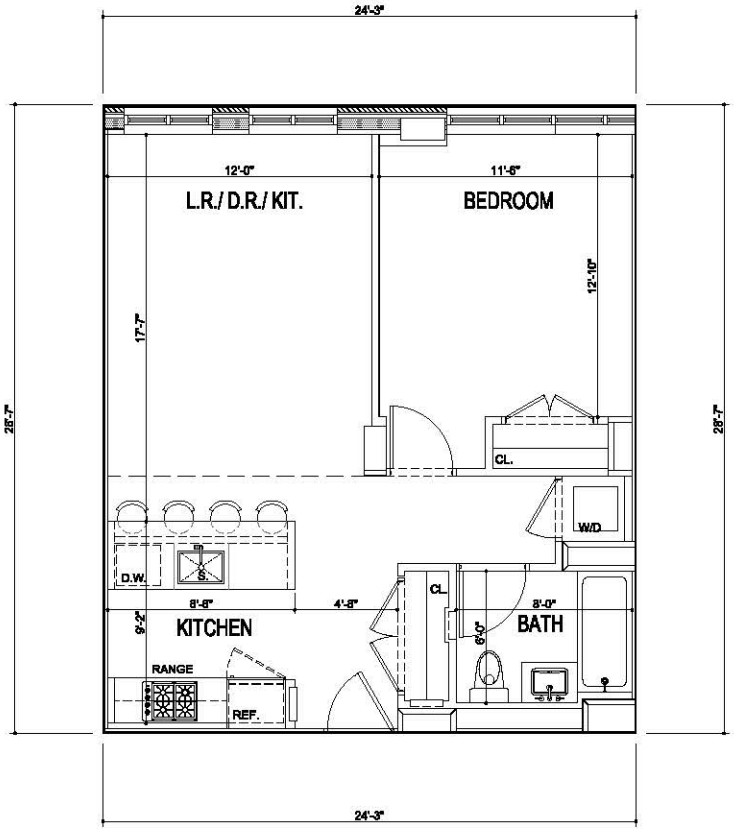
THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

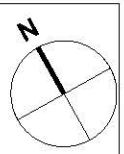
RESI. COMMON ELEMENT (RCE) = 1105 S.F.

RESI.LIMITED COMMON ELEMENT (LCE) = 0

SCALE: 0' 8' 16' 24







210

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

FOURTH FLOOR

APT. 401

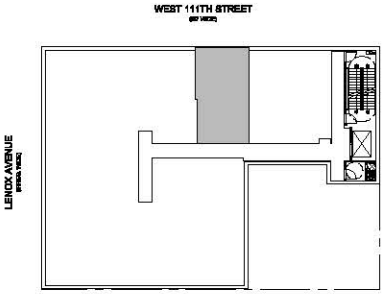
1 BED/ 1 BATH

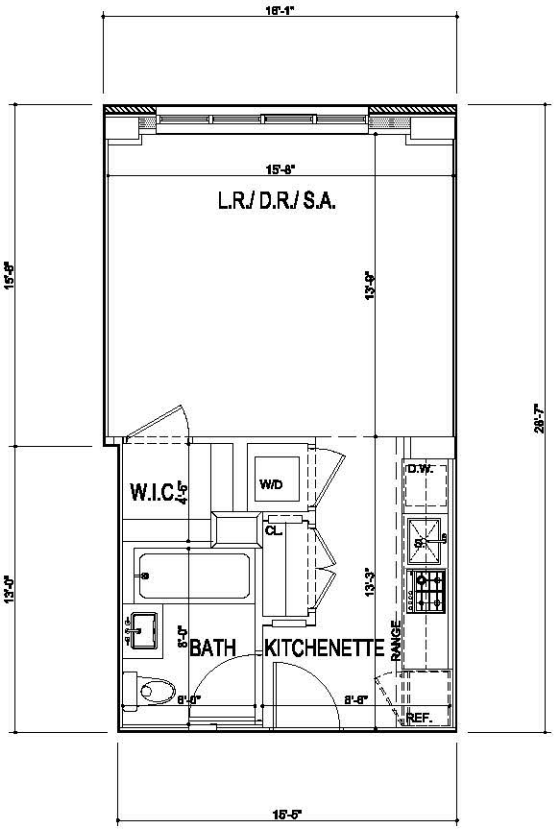
AREA = 692 S.F.

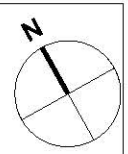
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







211

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

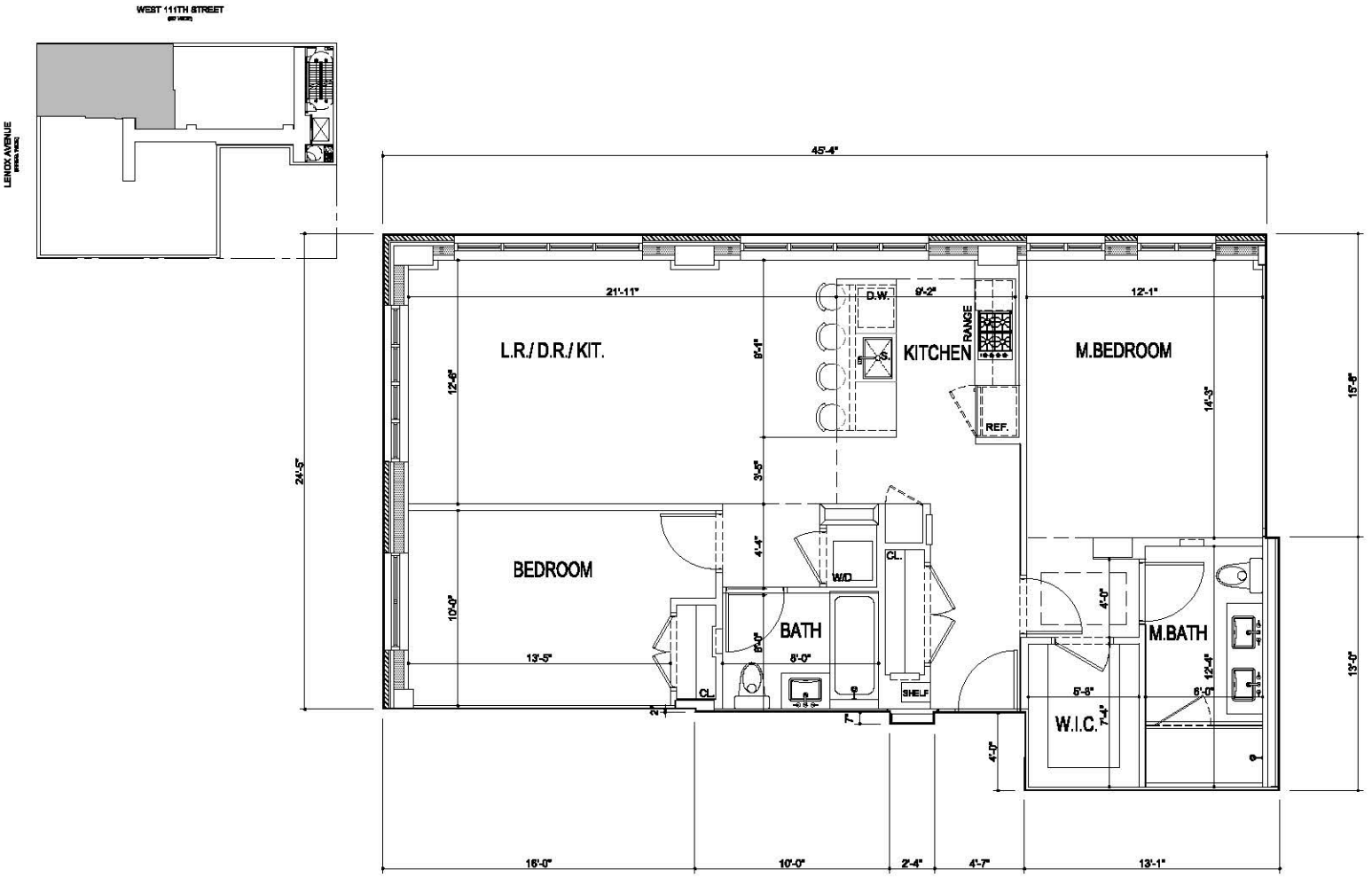
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

FOURTH FLOOR
APT. 402

0 BED/ 1 BATH
AREA = 450 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



212

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

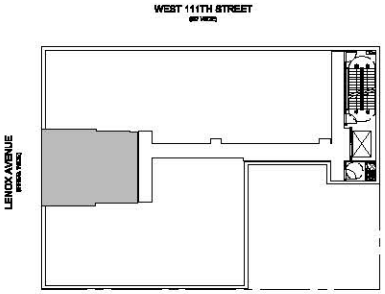
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

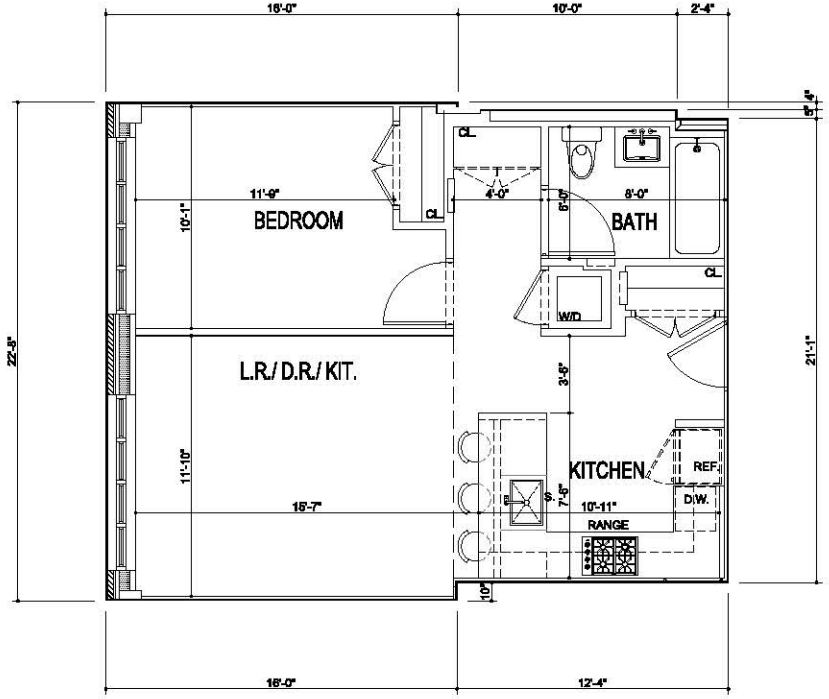
FOURTH FLOOR
APT. 403

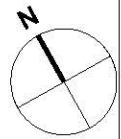
2 BED/ 2 BATH
AREA = 1169 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







213

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

FOURTH FLOOR

APT. 404

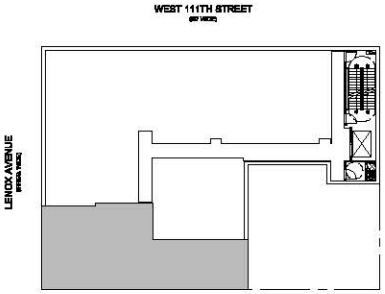
1 BED/ 1 BATH

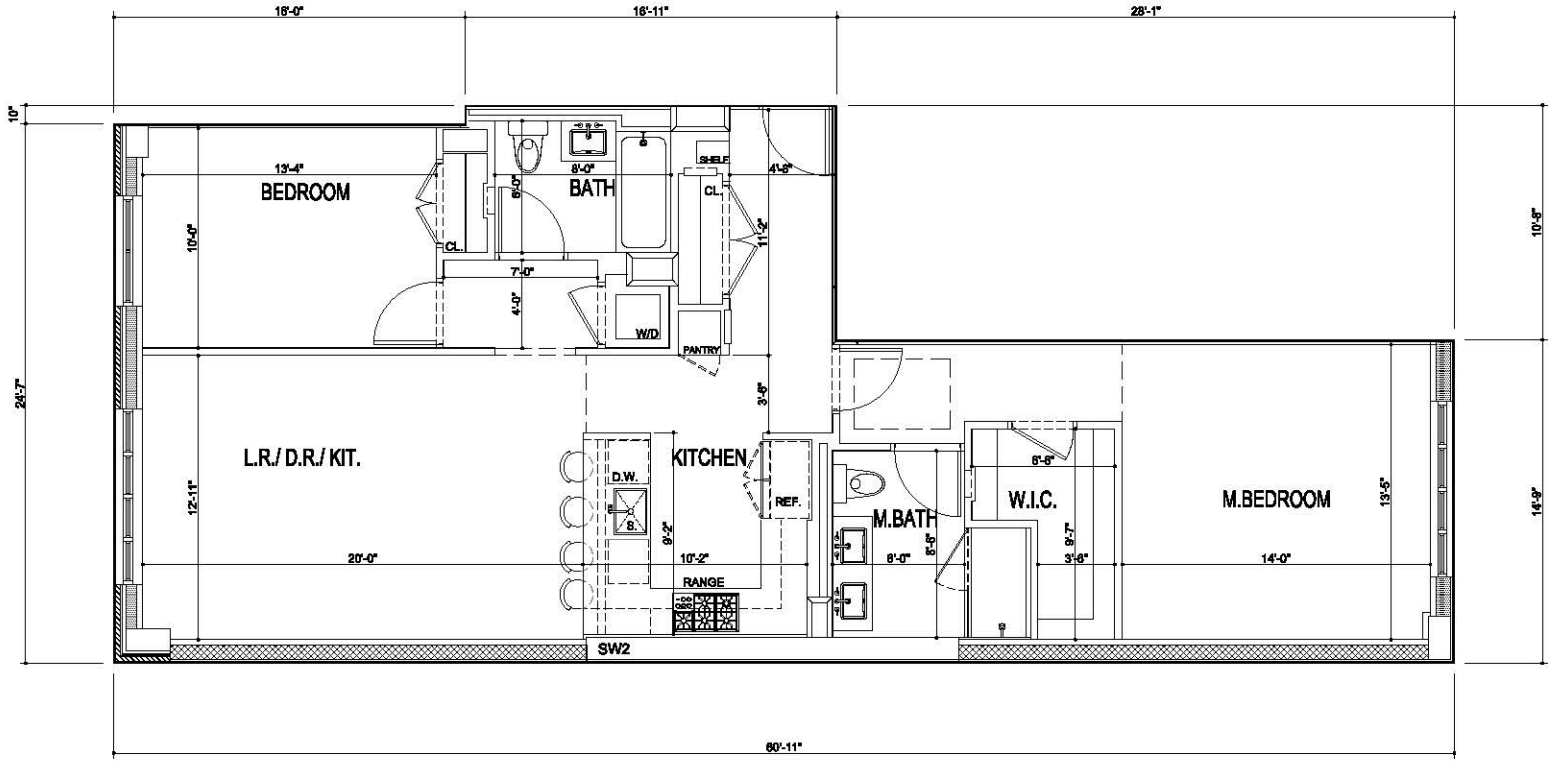
AREA = 626 S.F.

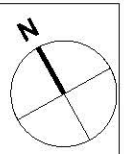
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

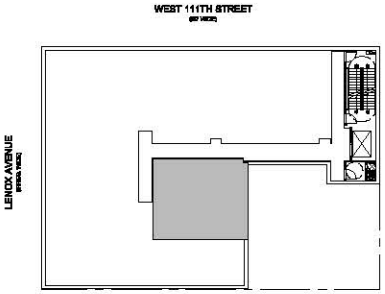
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

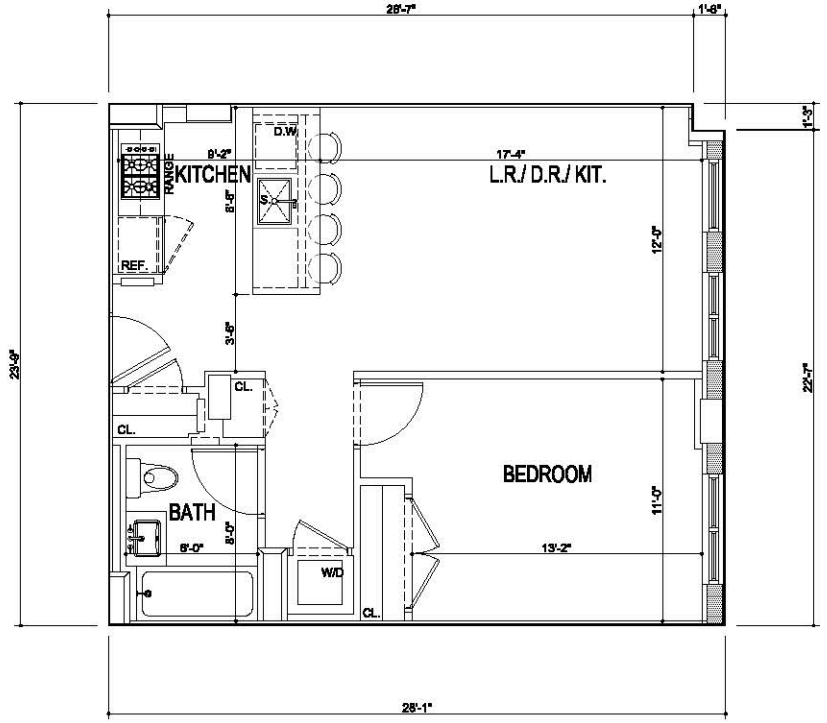
FOURTH FLOOR
APT. 405

2 BED/ 2 BATH
AREA = 1233 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

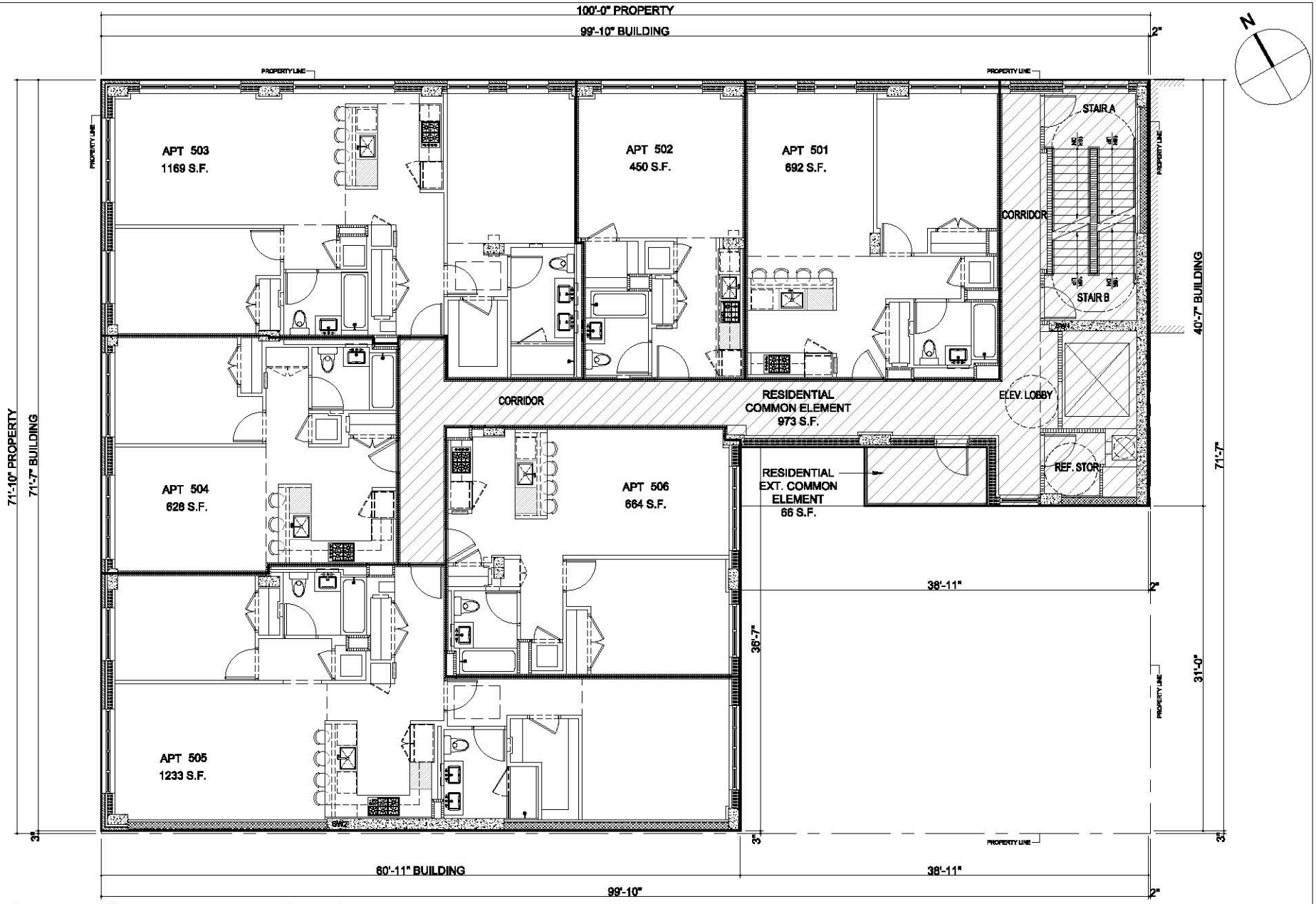
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

FOURTH FLOOR
APT. 406

1 BED/ 1 BATH
AREA = 664 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

FIFTH FLOOR

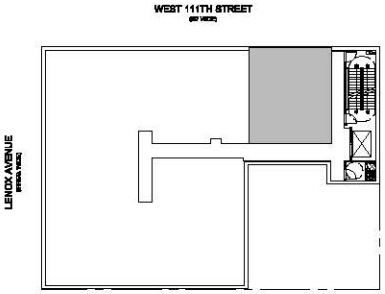
GROSS AREA = 5,806.82 S.F.

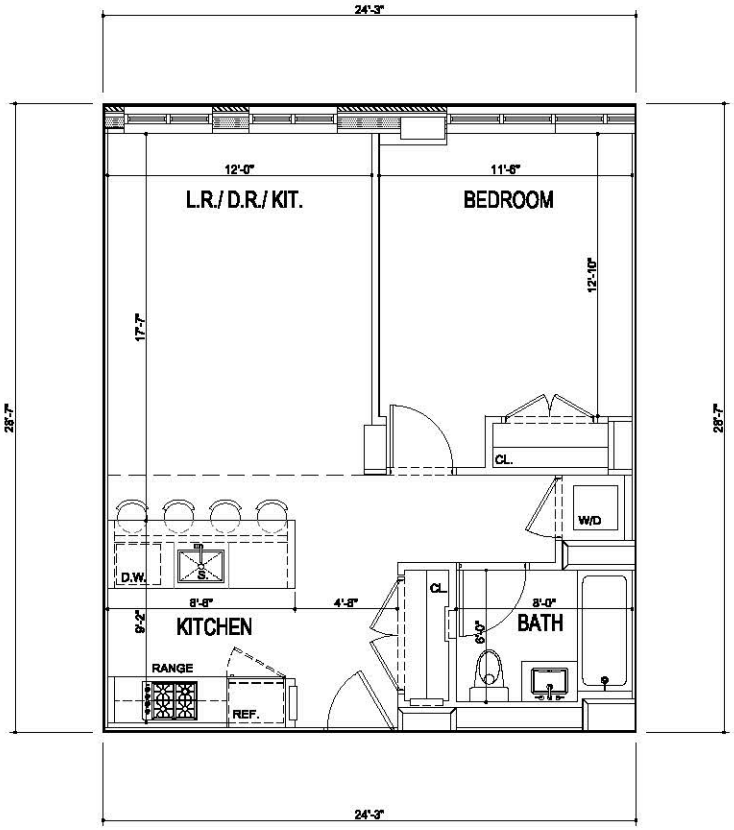
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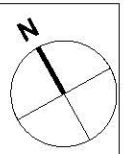
RESI. COMMON ELEMENT (RCE) = 1039 S.F.

RESI.LIMITED COMMON ELEMENT (LCE) = 0

SCALE: 0' 8' 16' 24







10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

FIFTH FLOOR

APT. 501

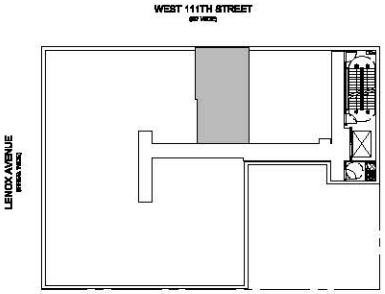
1 BED/ 1 BATH

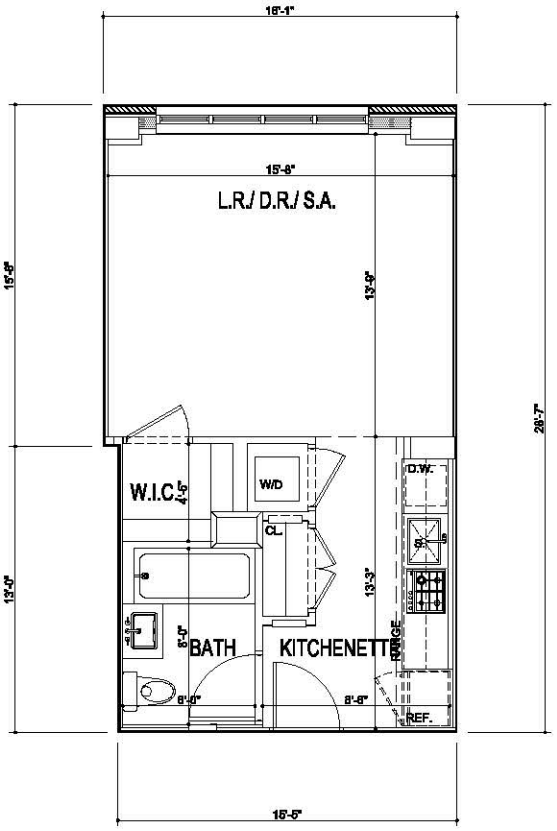
AREA = 692 S.F.

EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

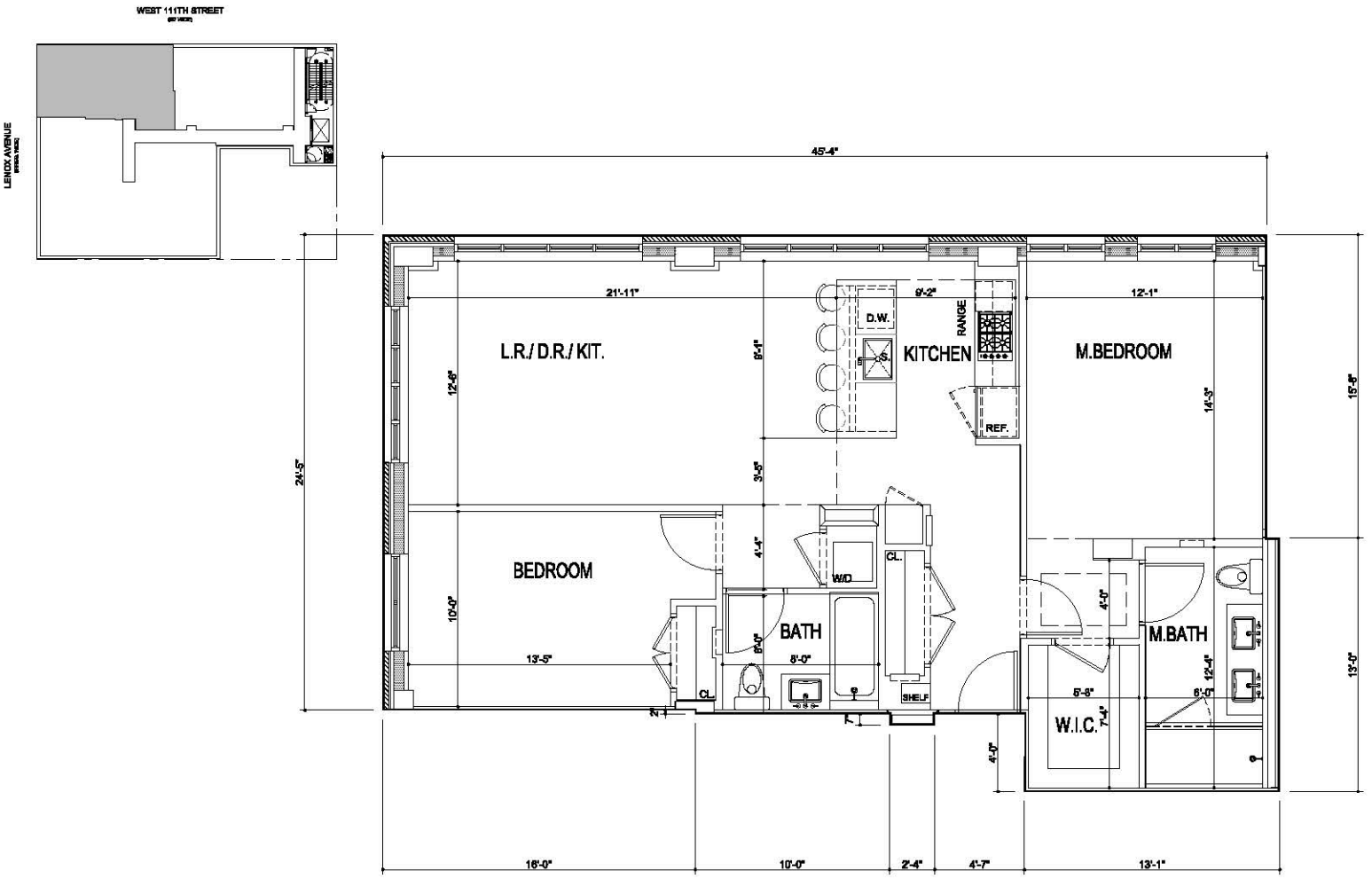
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

FIFTH FLOOR
APT. 502

0 BED/ 1 BATH
AREA = 450 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

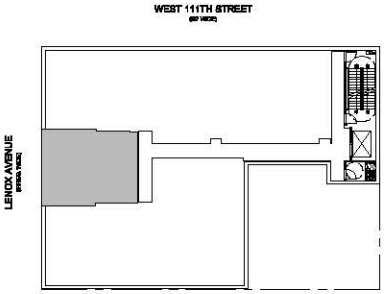
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

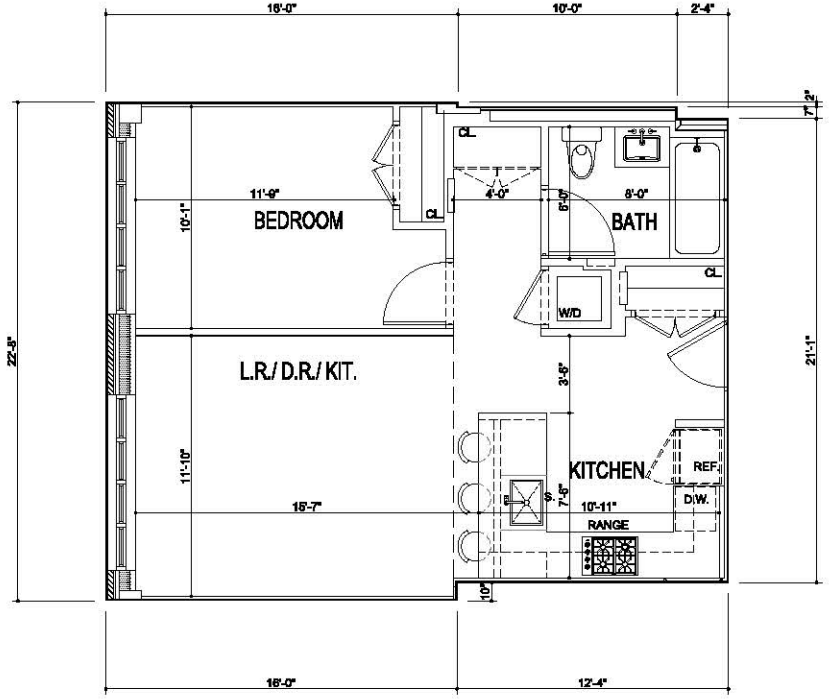
FIFTH FLOOR
APT. 503

2 BED/ 2 BATH
AREA = 1169 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

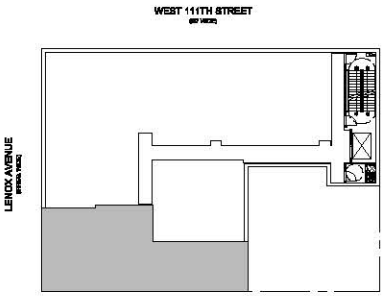
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

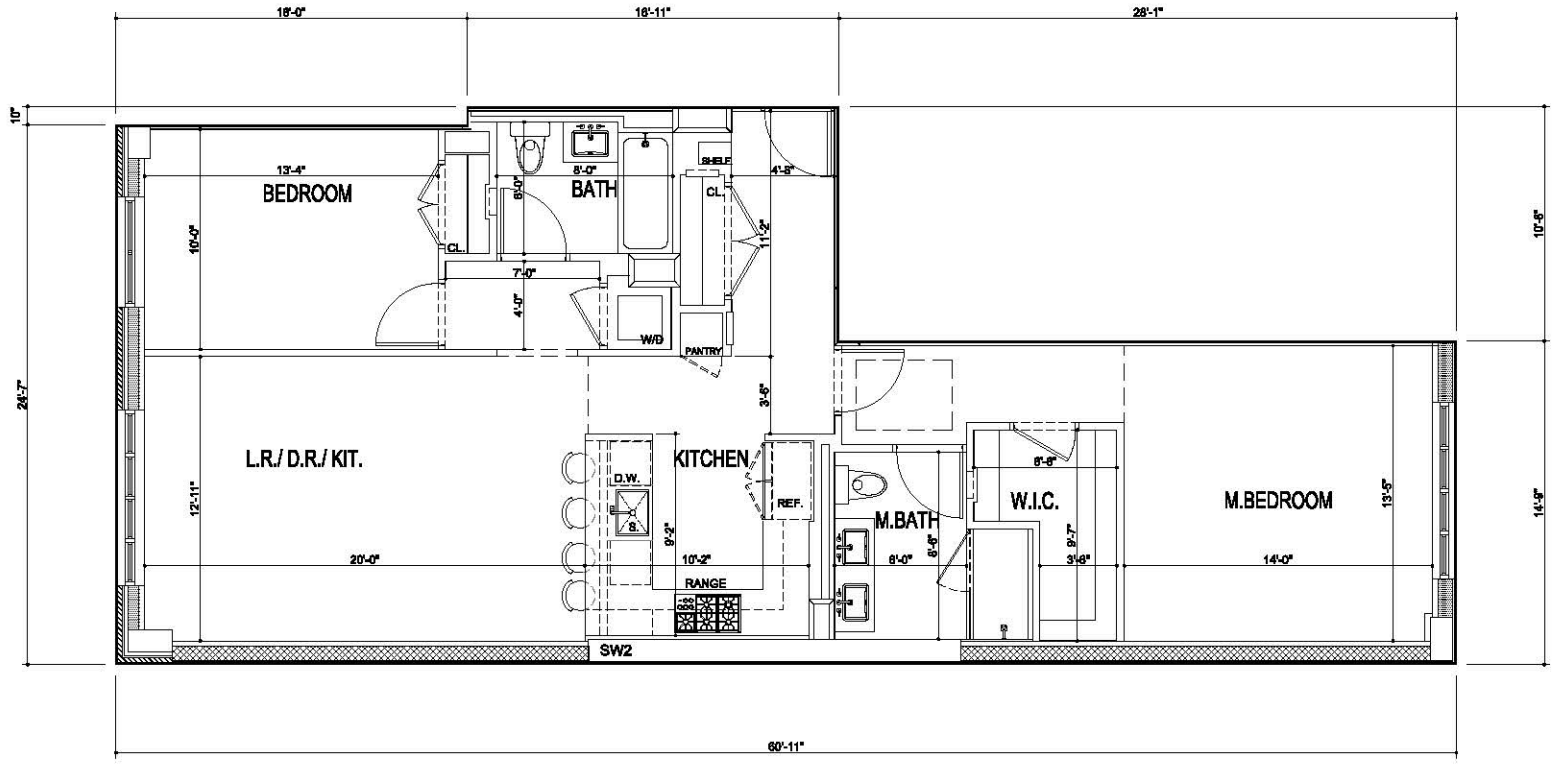
FIFTH FLOOR
APT. 504

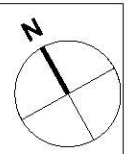
1 BED/ 1 BATH
AREA = 628 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







221

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

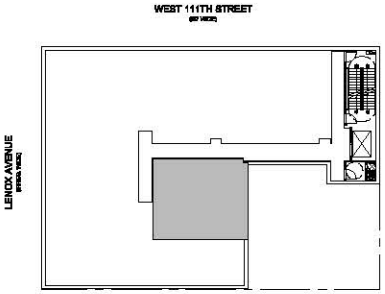
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

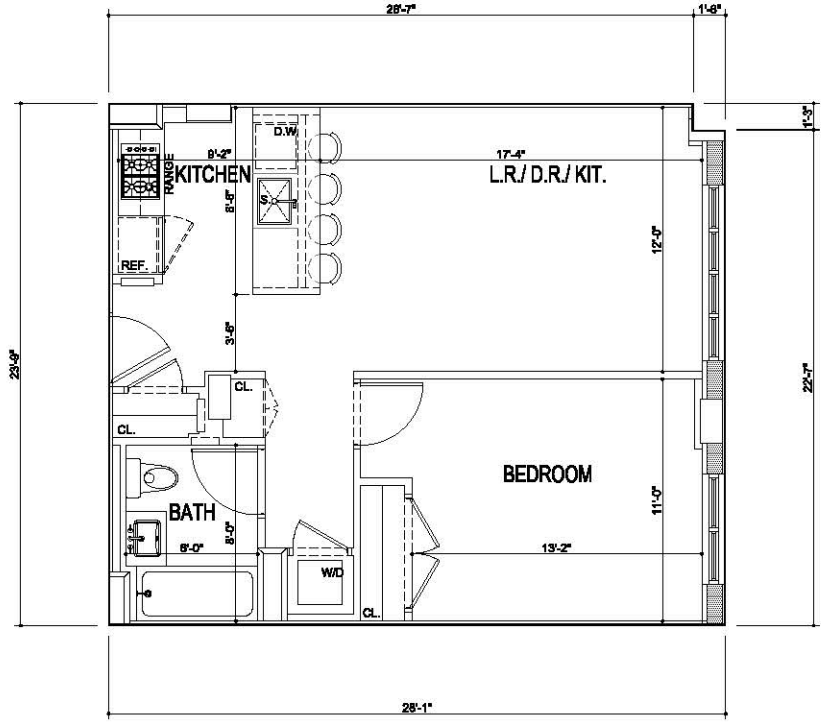
FIFTH FLOOR
APT. 505

2 BED/ 2 BATH
AREA = 1233 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

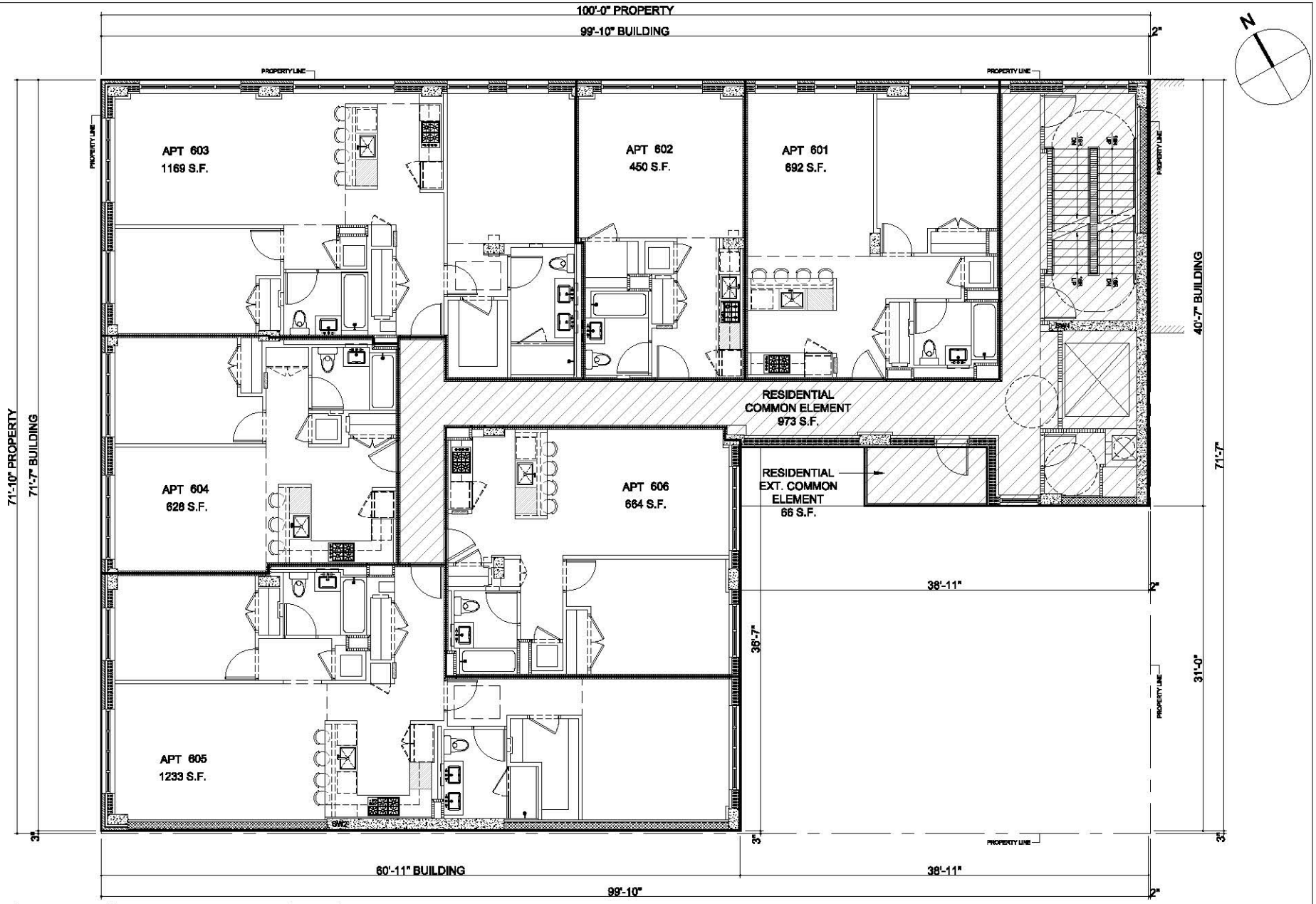
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

FIFTH FLOOR
APT. 506

1 BED/ 1 BATH
AREA = 664 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



223

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

SIXTH FLOOR

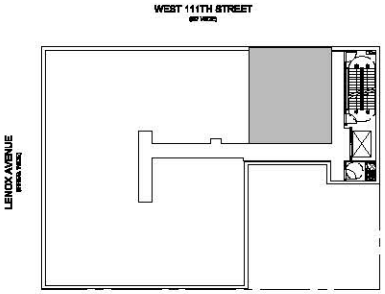
GROSS AREA = 5,806.82 S.F.

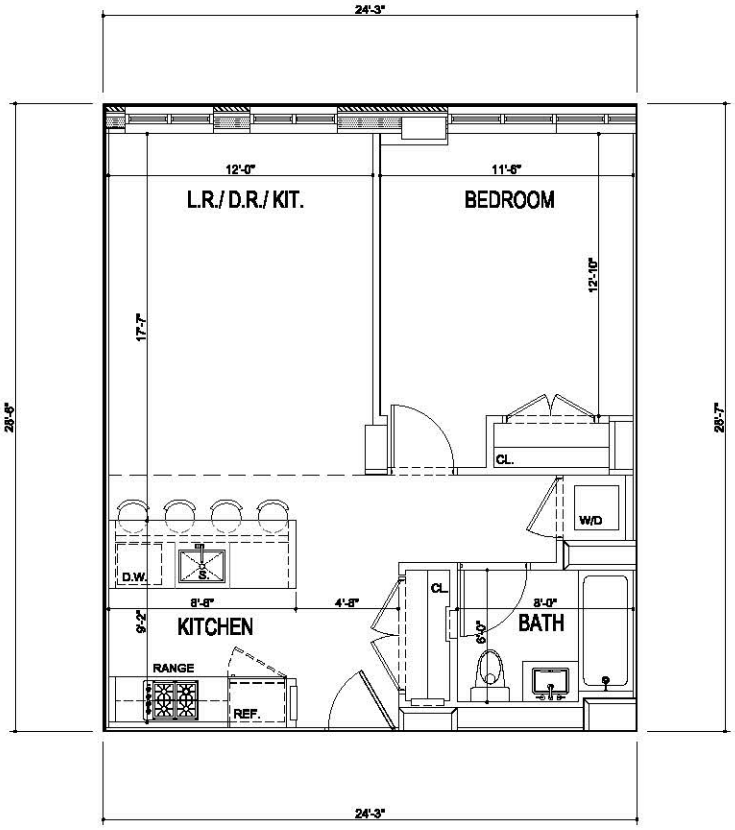
THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

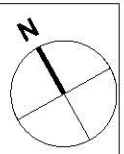
RESI. COMMON ELEMENT (RCE) = 1039 S.F.

RESI.LIMITED COMMON ELEMENT (LCE) = 0

SCALE: 0' 8' 16' 24







224

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

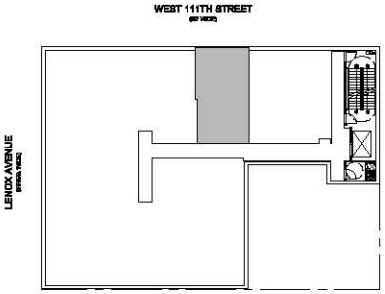
DATE: AUGUST 2018

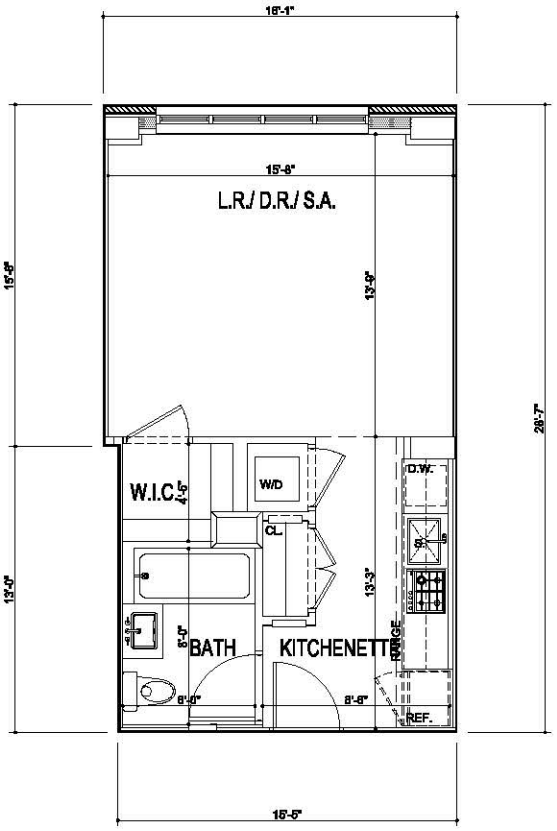
SIXTH FLOOR
APT. 601

1 BED/ 1 BATH
AREA = 692 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

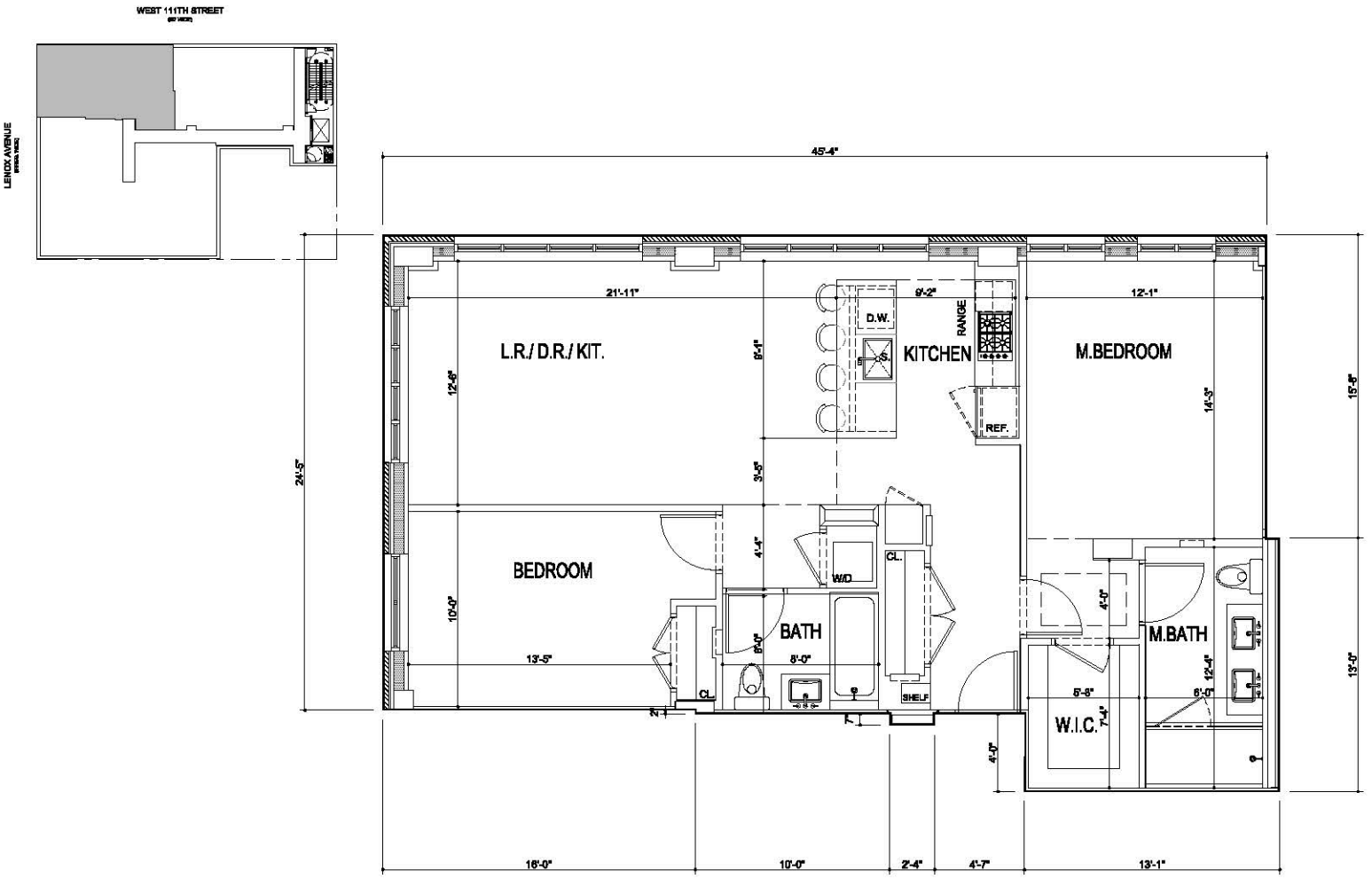
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

SIXTH FLOOR
APT. 602

0 BED/ 1 BATH
AREA = 450 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

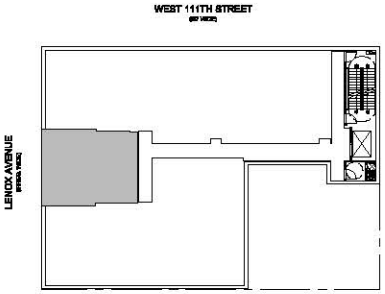
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

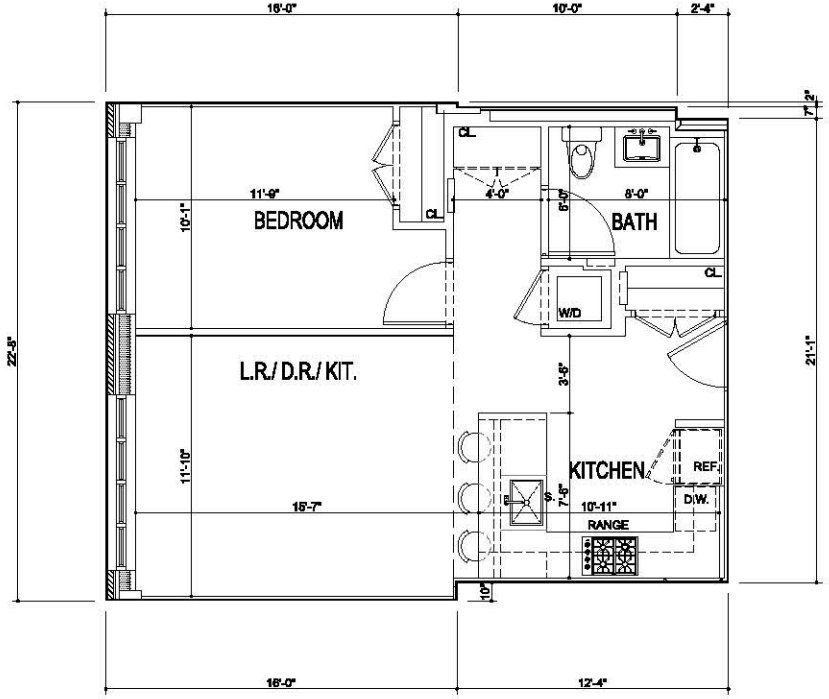
SIXTH FLOOR
APT. 603

2 BED/ 2 BATH
AREA = 1169 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

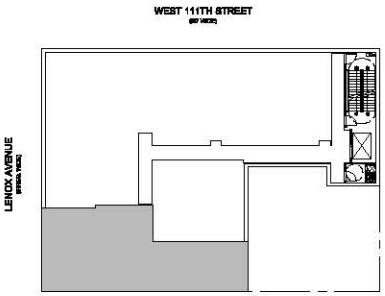
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DATE: AUGUST 2018

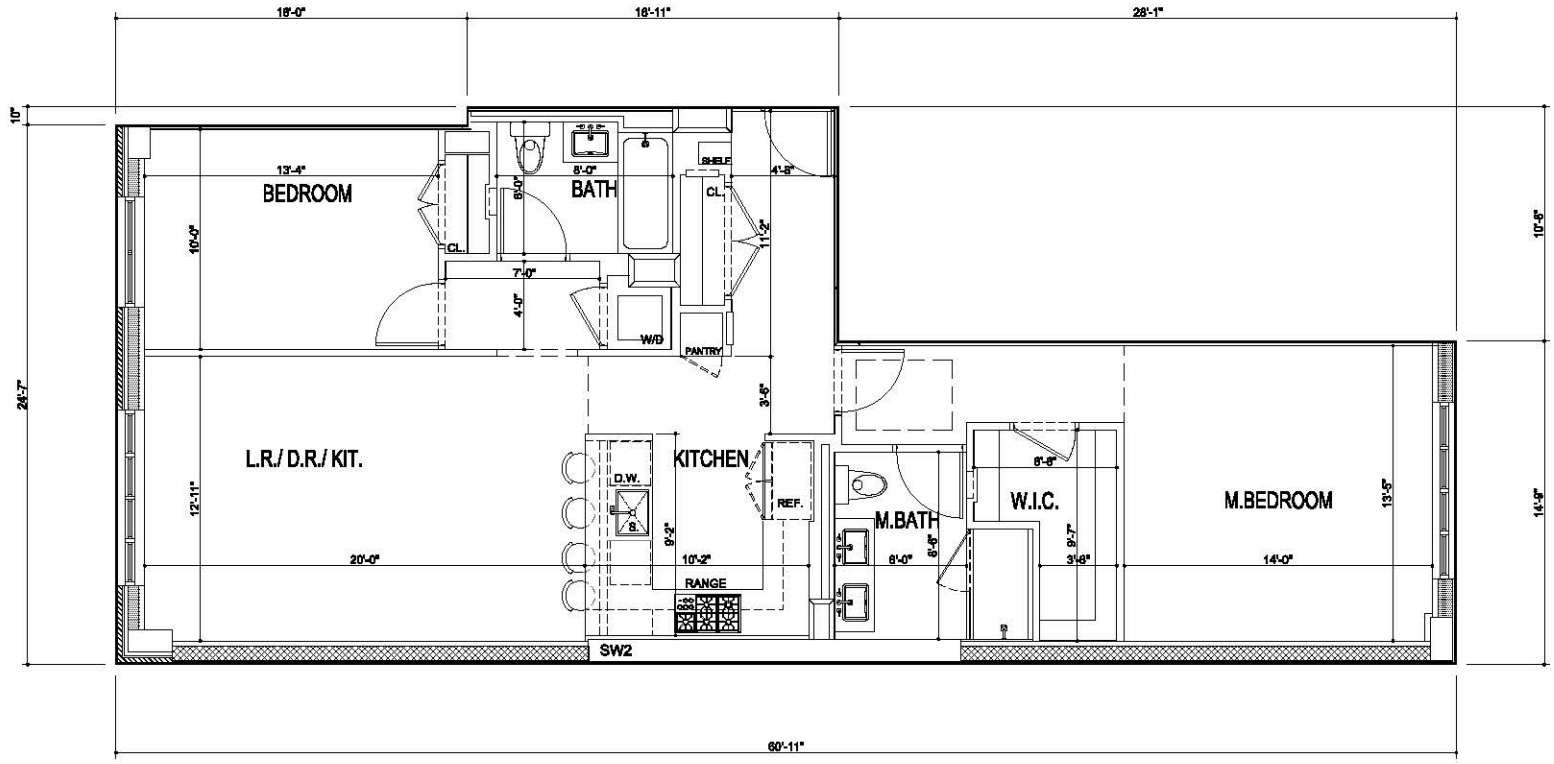
SIXTH FLOOR
APT. 604

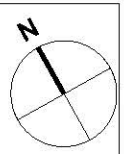
1 BED/ 1 BATH
AREA = 628 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







228

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

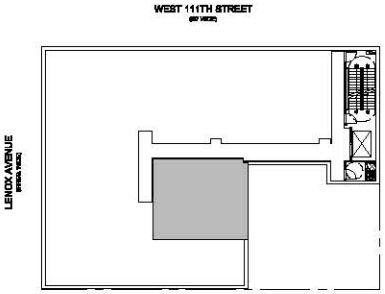
DATE: AUGUST 2018

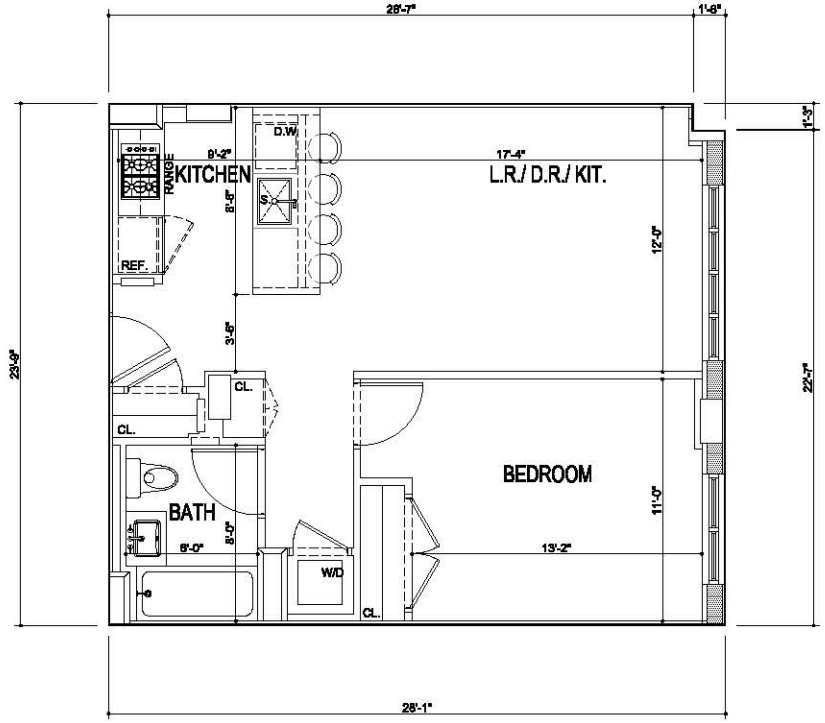
SIXTH FLOOR
APT. 605

2 BED/ 2 BATH
AREA = 1233 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

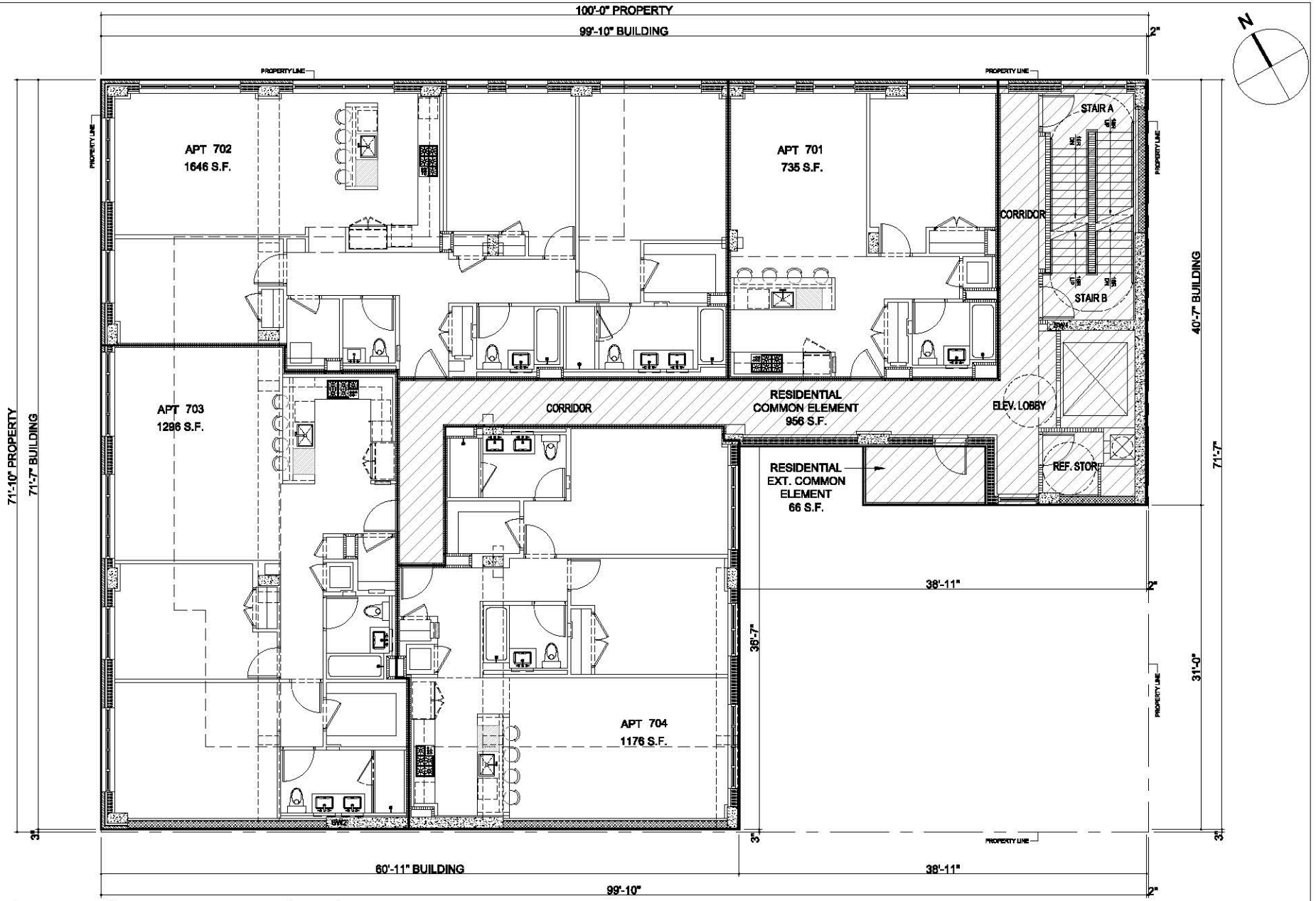
DATE: AUGUST 2018

SIXTH FLOOR
APT. 606

1 BED/ 1 BATH
AREA = 664 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

SEVENTH FLOOR

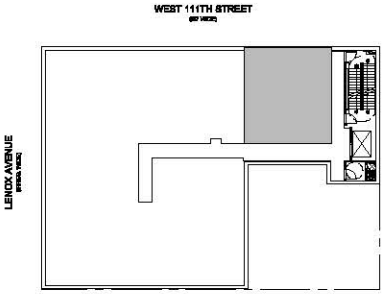
GROSS AREA = 5,806.82 S.F.

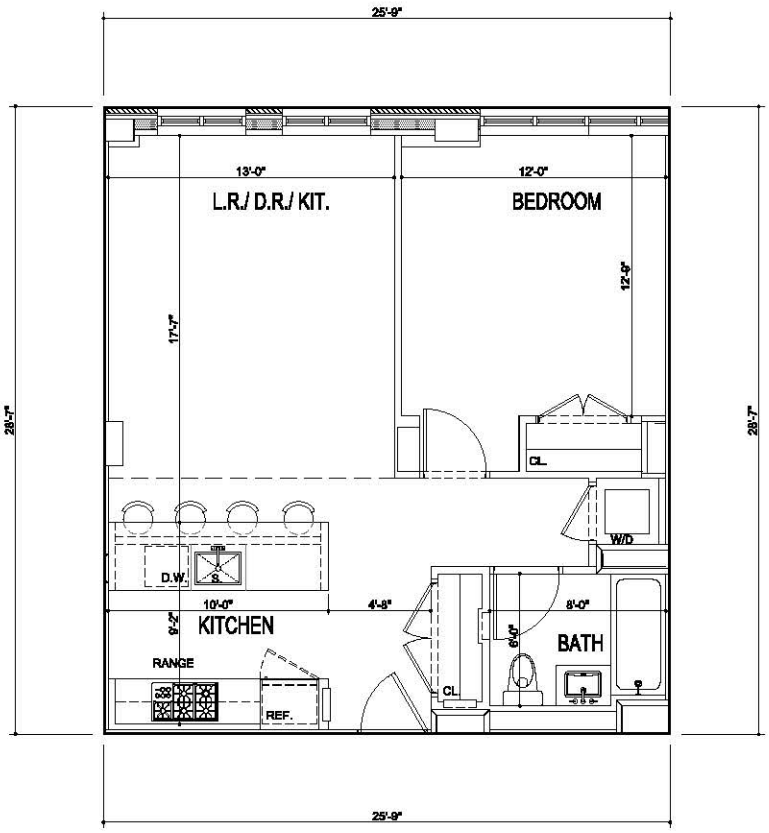
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RESI. COMMON ELEMENT (RCE) = 1022 S.F.

RESI.LIMITED COMMON ELEMENT (LCE) = 0

SCALE: 0' 8' 16' 24





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

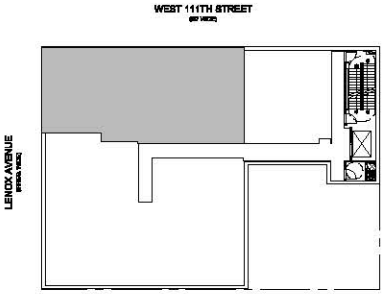
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

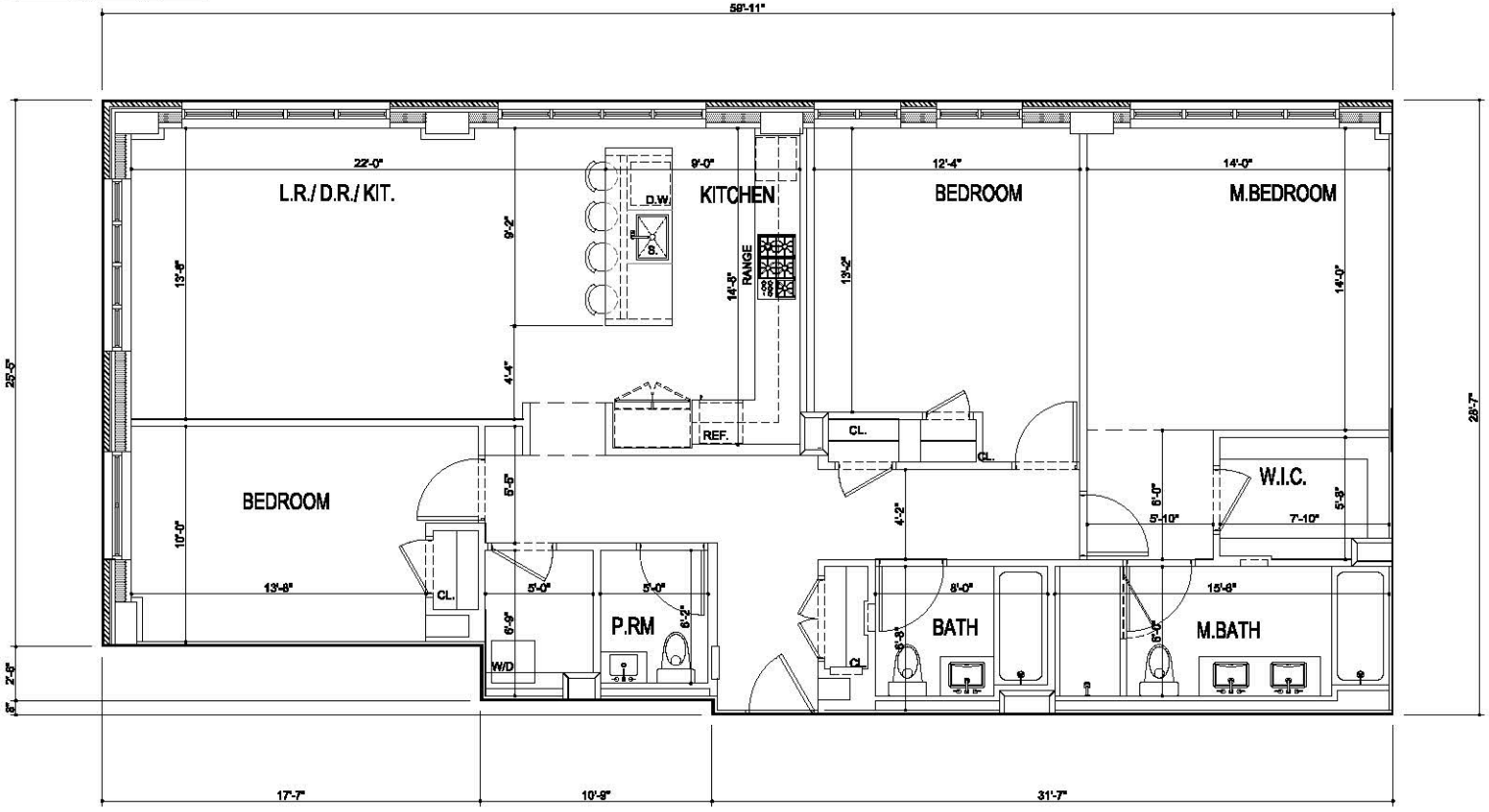
SEVENTH FLOOR
APT. 701

1 BED/ 1 BATH
AREA = 735 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

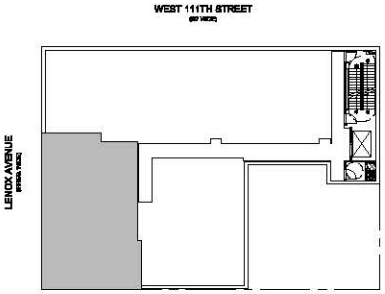
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

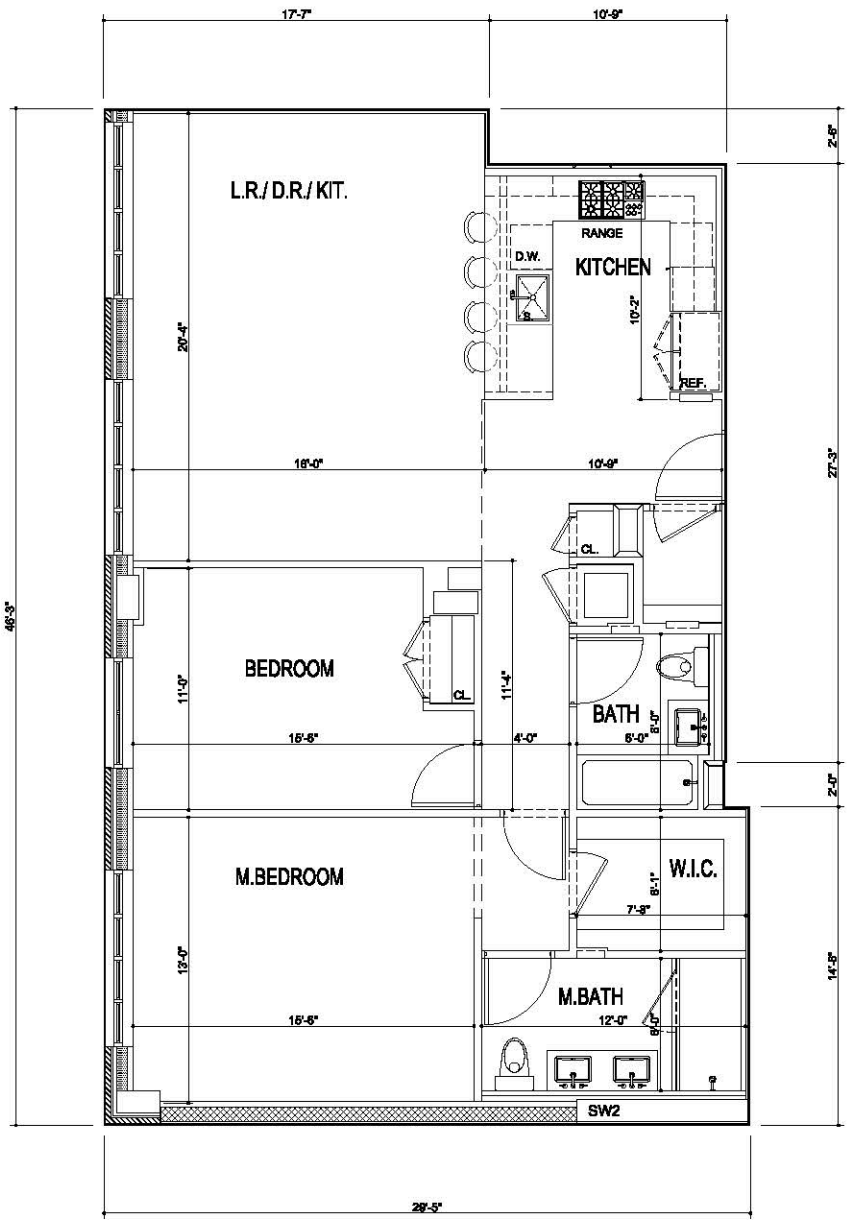
SEVENTH FLOOR
APT. 702

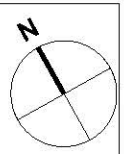
3 BED/ 2.5 BATH
AREA = 1646 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

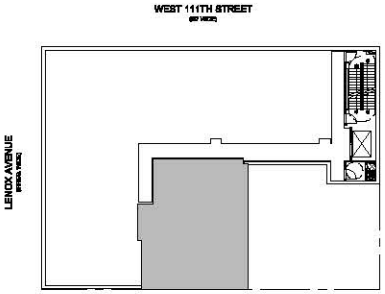
DATE: AUGUST 2018

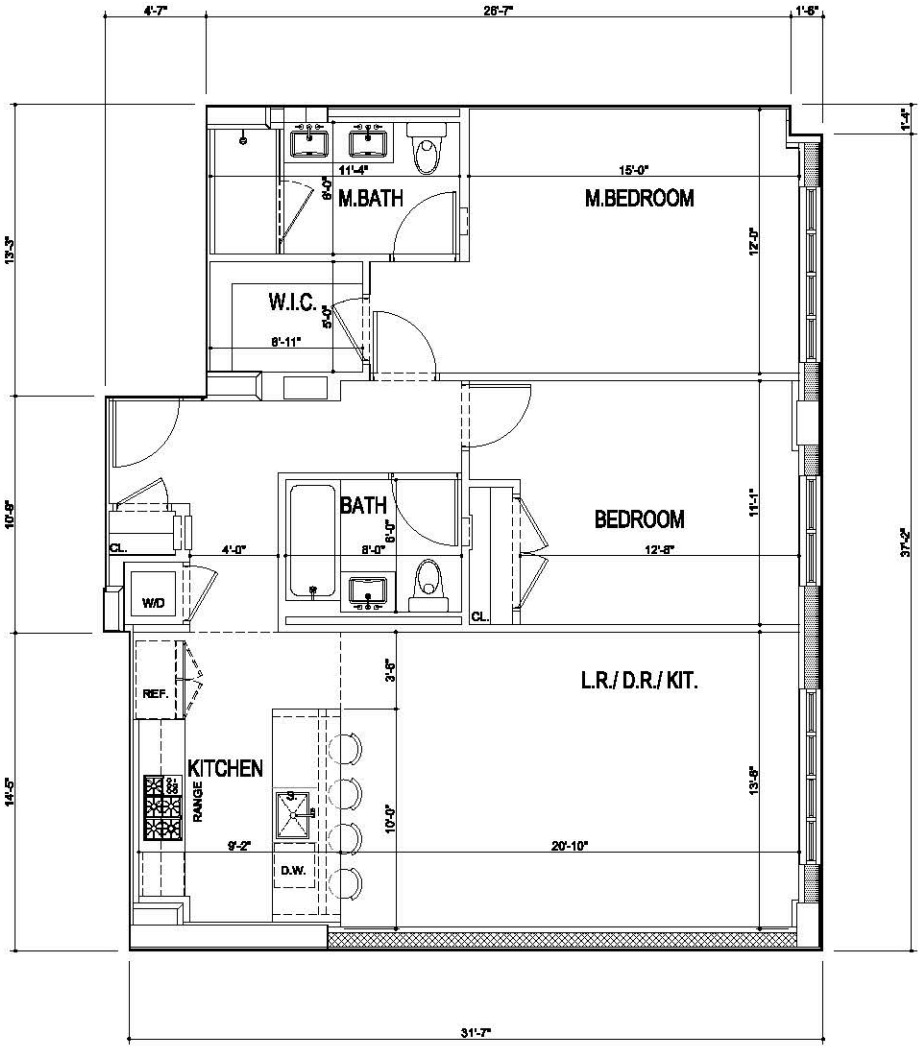
SEVENTH FLOOR
APT. 703

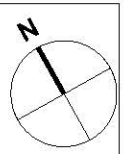
2 BED/ 2 BATH
AREA = 1296 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







234

10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

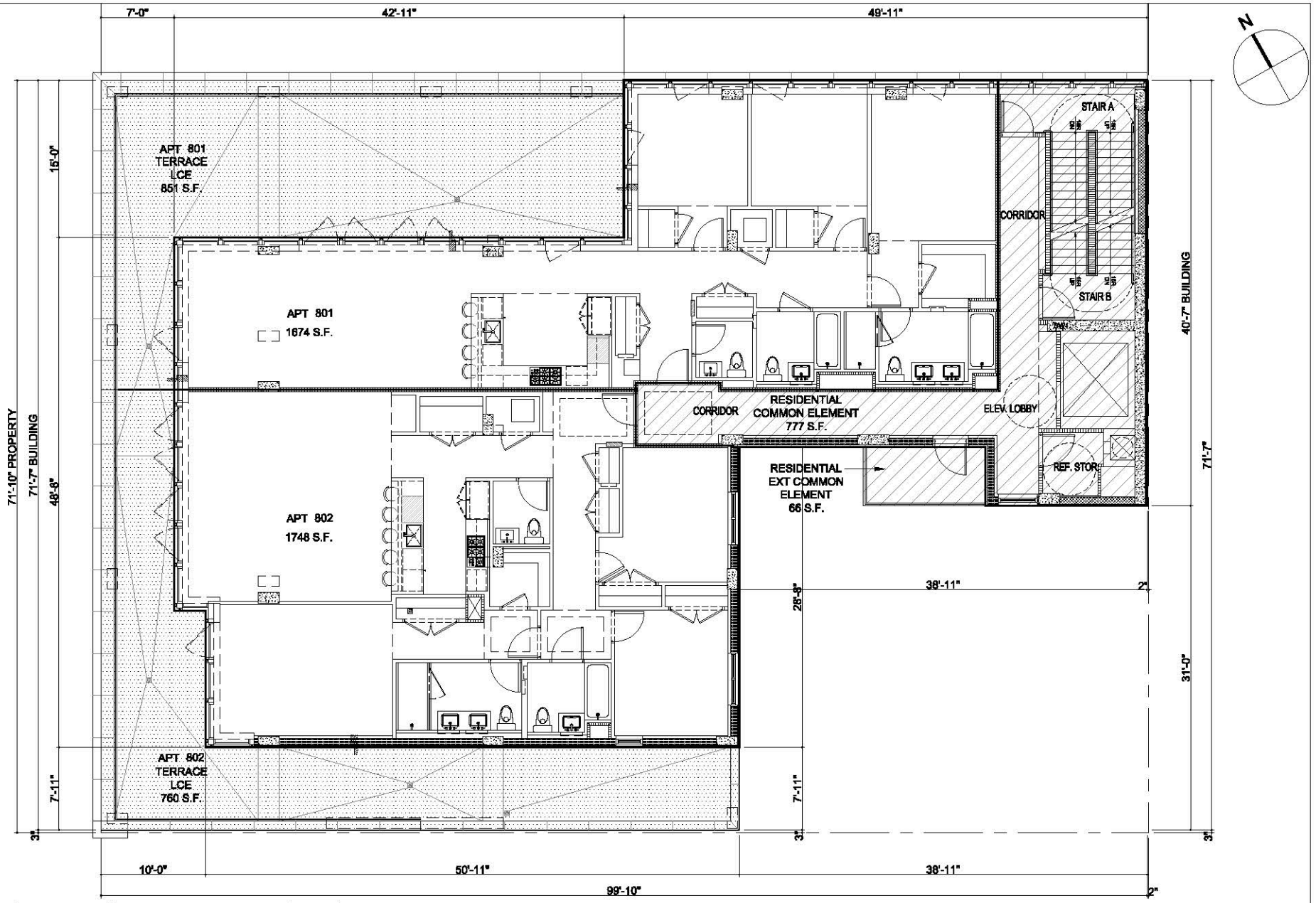
DATE: AUGUST 2018

SEVENTH FLOOR
APT. 704

2 BED/ 2 BATH
AREA = 1176 S.F.
EXTERIOR AREA = 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

EIGHTH FLOOR

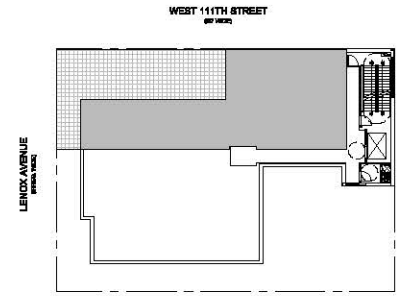
GROSS AREA = 4,198.75 S.F.

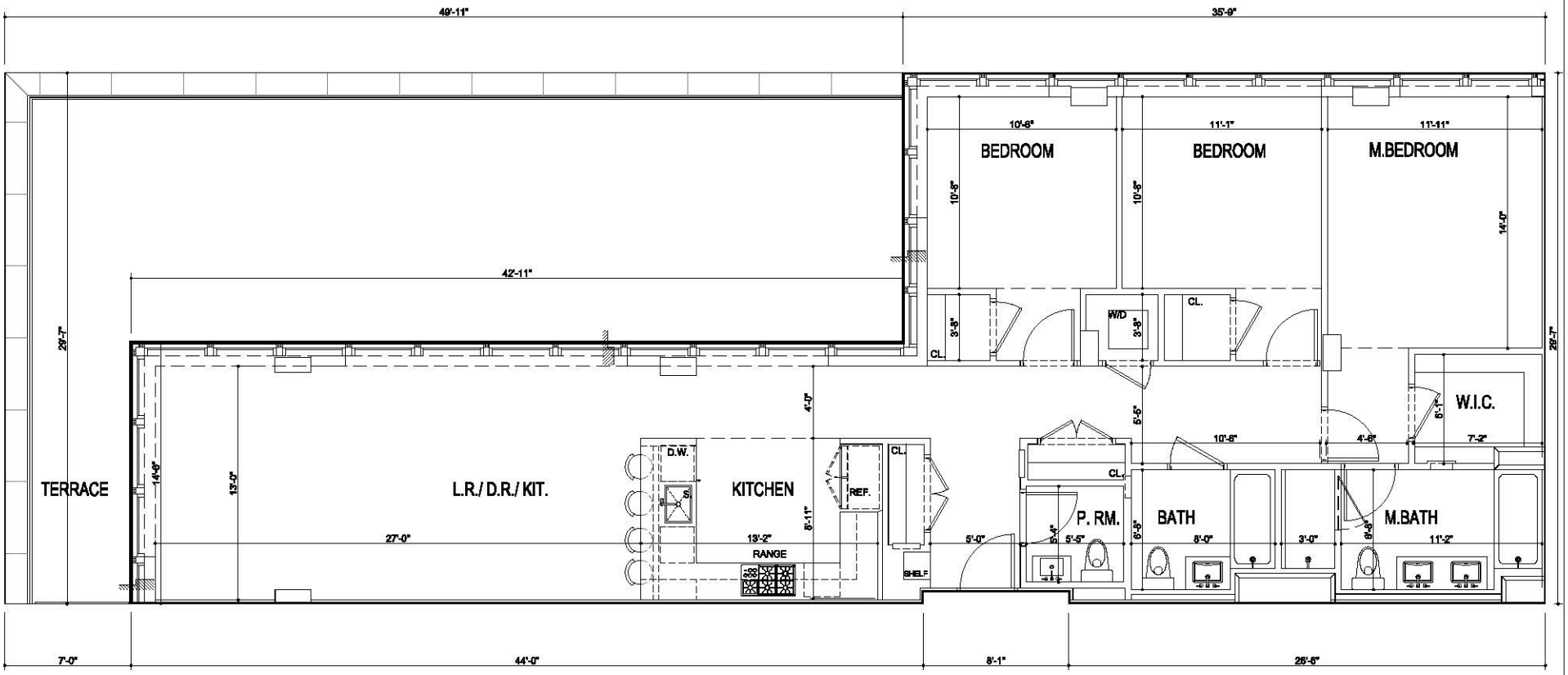
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RESI. COMMON ELEMENT (RCE) = 843 S.F.

RESI.LIMITED COMMON ELEMENT (LCE) = 1611 S.F.

SCALE: 0' 8' 16' 24





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

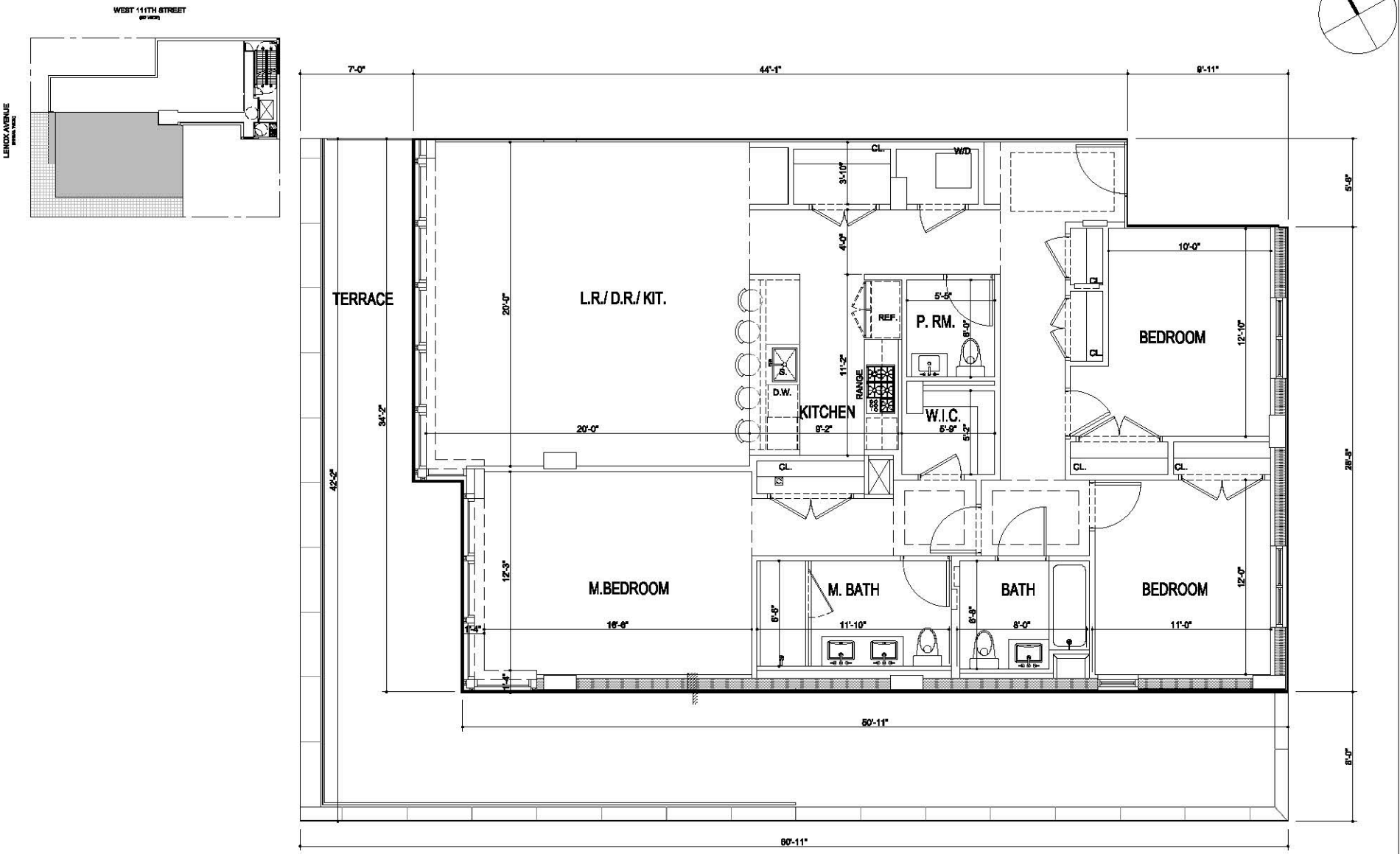
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

EIGHTH FLOOR
APT. 801

3 BED/ 2.5 BATH
AREA = 1674 S.F.
EXTERIOR AREA = 851 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

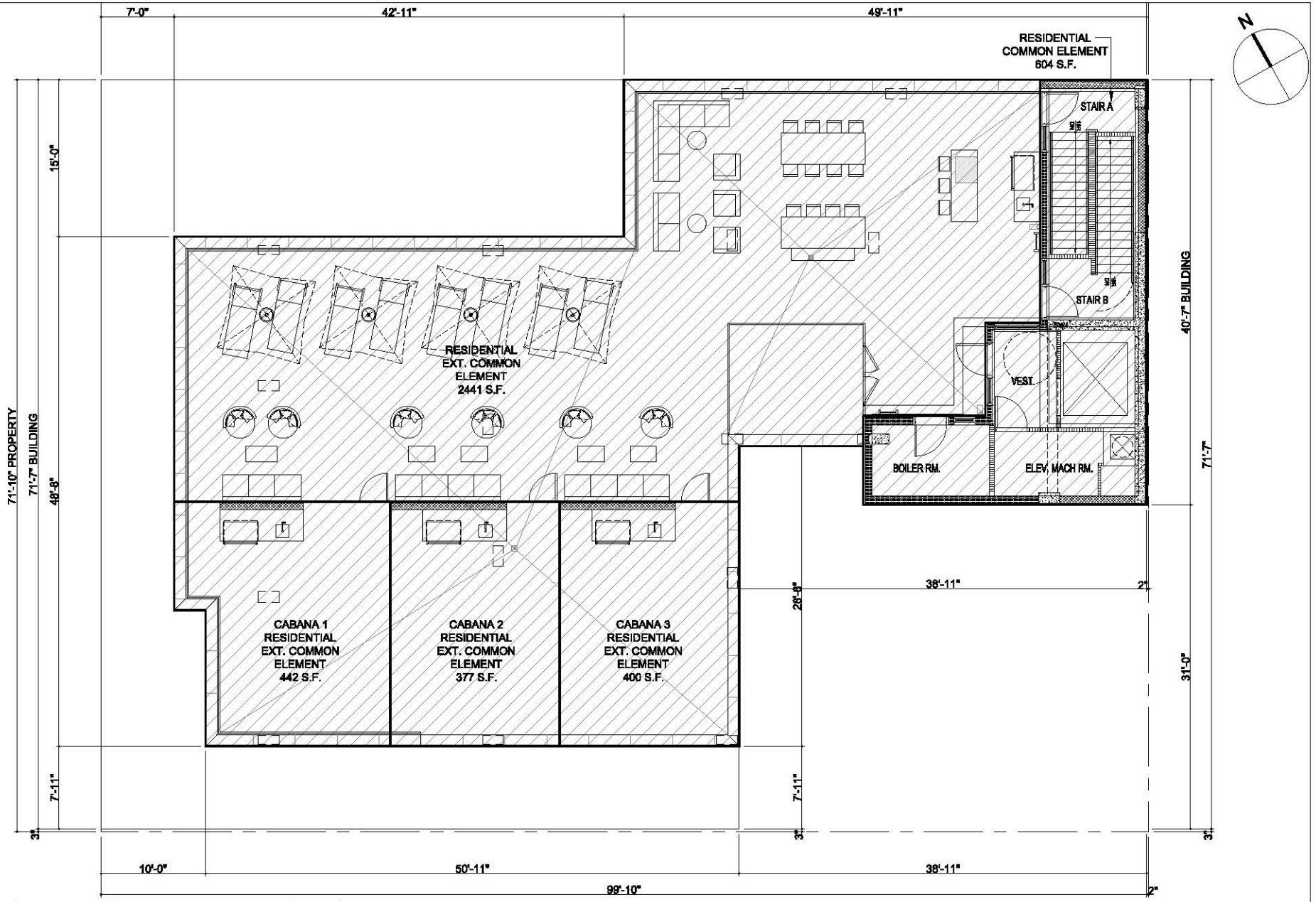
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

EIGHTH FLOOR
APT. 802

3 BED/ 2.5 BATH
AREA = 1748 S.F.
EXTERIOR AREA = 760 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

ROOF

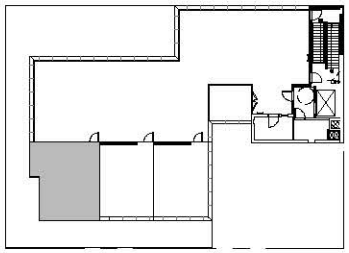
GROSS AREA = 604 S.F.

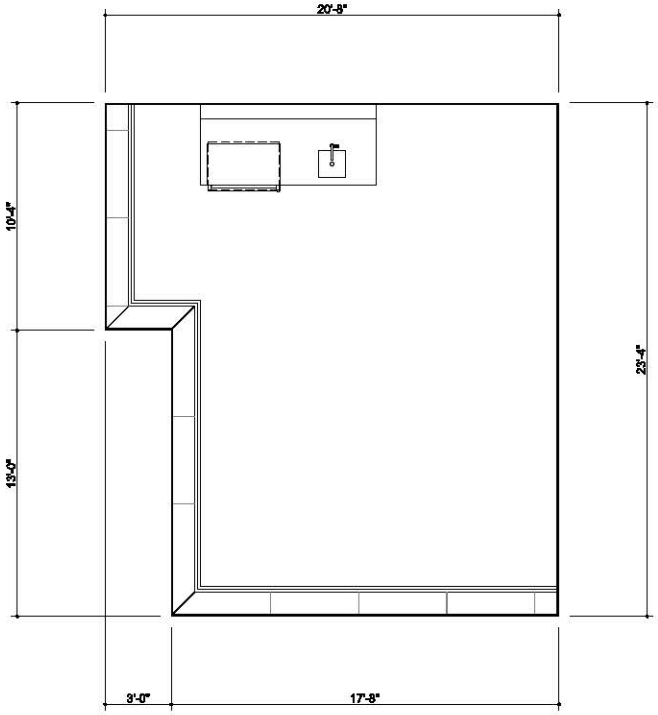
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RESI. COMMON ELEMENT (RCE) = 4264 S.F.

RESI.LIMITED COMMON ELEMENT (LCE) = 0 S.F.

SCALE: 0' 8' 16' 24





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

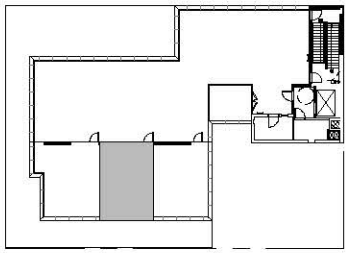
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

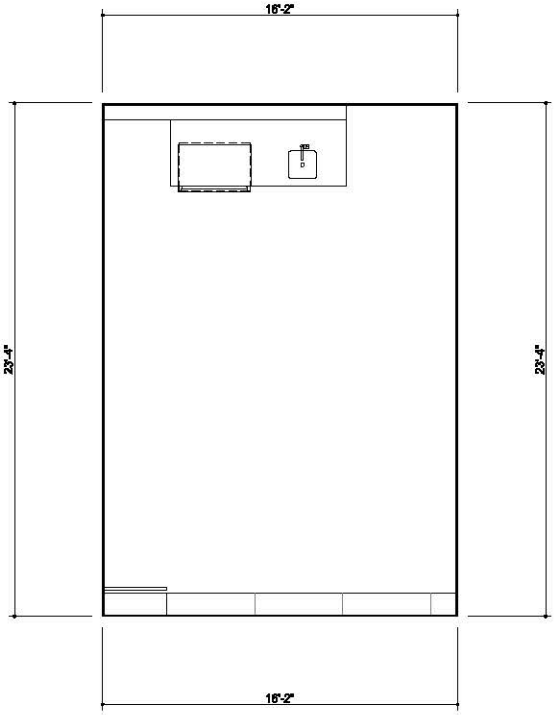
ROOF
CABANA 1

RESIDENTIAL EXT. COMMON
AREA = 442 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'





10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

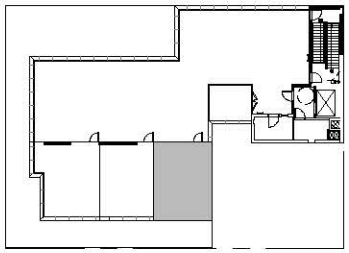
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

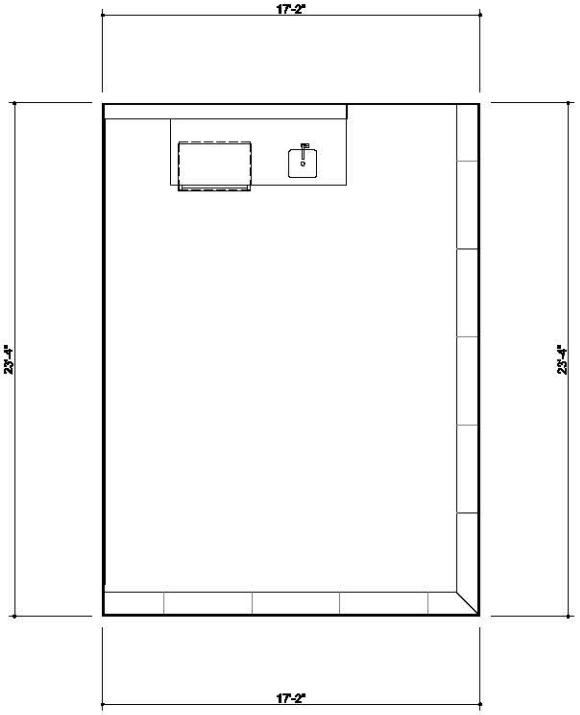
ROOF
CABANA 2

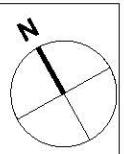
RESIDENTIAL EXT. COMMON
AREA = 377 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'







10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM
10 LENOX AVENUE, MANHATTAN, NY 10026

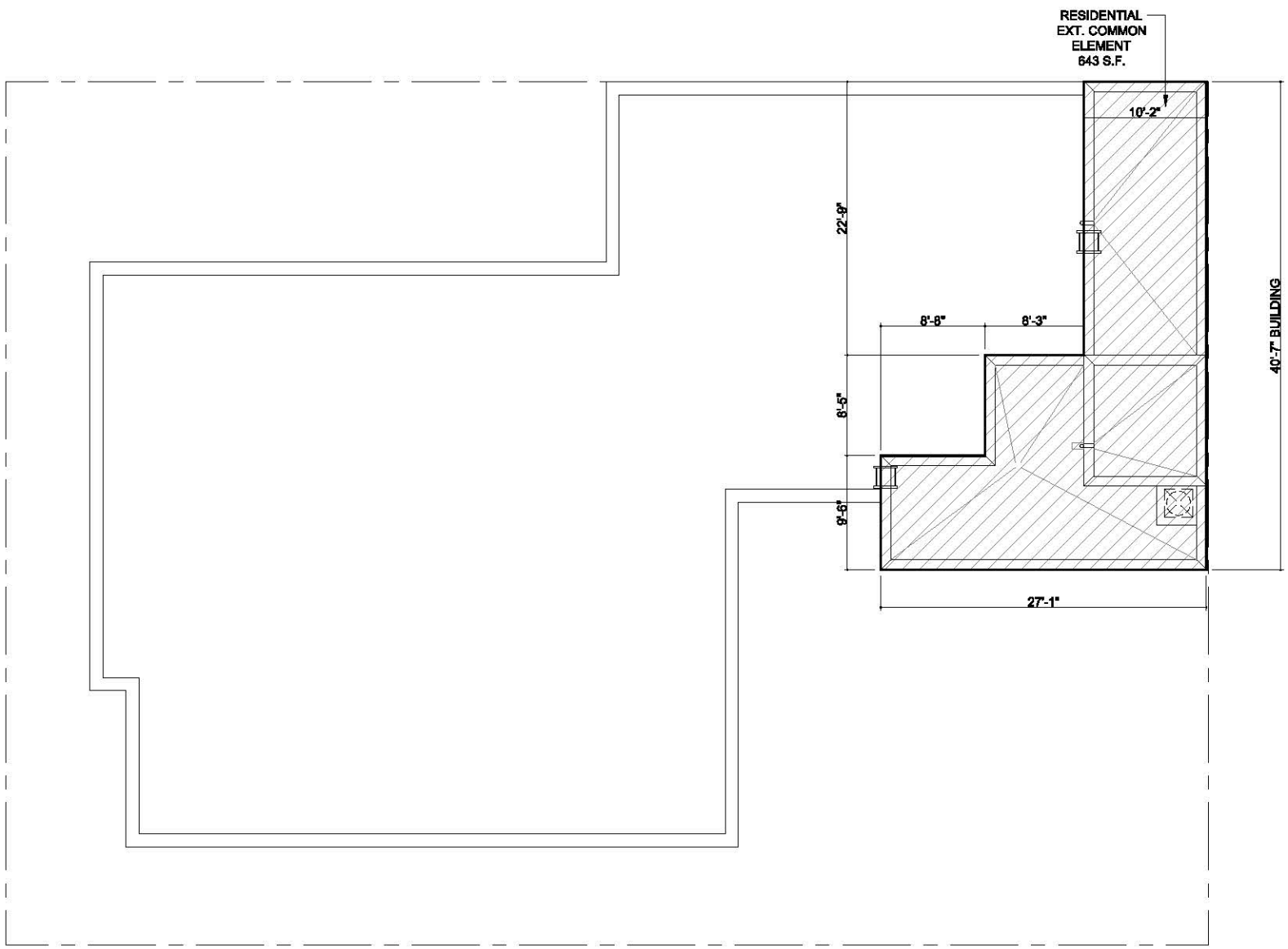
BRENT M. PORTER ARCHITECT & ASSOC.
DATE: AUGUST 2018

ROOF
CABANA 3

RESIDENTIAL EXT. COMMON
AREA = 400 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

SCALE: 0' 8' 16' 24'



10 LENOX DEVELOPMENT VENTURES, LLC

10 LENOX AVENUE CONDOMINUM

10 LENOX AVENUE, MANHATTAN, NY 10026

BRENT M. PORTER ARCHITECT & ASSOC.

DATE: AUGUST 2018

BULKHEAD

GROSS AREA= 0 S.F.

THE UNIT SQUARE FOOTAGE, LAYOUT AND ROOM OR AREA DIMENSIONS ON THESE FLOOR PLANS ARE APPROXIMATE, WITHIN REASONABLE TOLERANCES, AND BASED ON CONSTRUCTION DRAWINGS. THE UNIT WHEN BUILT WILL BE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGE ICLUDES THE ENCLOSING BOUNDARY WALLS EXCEED THE USEABLE FLOOR AREA. ELEVATORS AND PUBLIC STAIRS ARE SUBTRACTED. COLUMNS, CHASE WALLS, CABINETS AND THE LIKE ARE NOT SUBTRACTED FROM SALABLE. ROOM AND AREA DIMENSIONS AREA MEASURED FROM THE EXPOSED SURFACES OF THE PREVAILING ENCLOSING WALLS. A MINOR OF IMMATERIAL INACCURANCY IN THE ACTUAL SQUARE FOOTAGE OR THE ACTUAL SIZE OF INDIVIDUAL ROOMS OR AREAS OF A UNIT WHEN BUILT WILL NOT EXCUSE A PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE OF ANY KIND AGAINST SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES TO A UNIT IN ACCORDANCE WITH THE OFFERING PLAN.

RESI. COMMON ELEMENT (RCE) = 643 S.F.

RESI.LIMITED COMMON ELEMENT (LCE) = 0

SCALE: 0' 8' 16' 24

DECLARATION ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT 10 LENOX AVENUE, IN THE BOROUGH OF MANHATTAN, COUNTY OF NEW YORK, CITY AND STATE OF NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

NAME: THE 10 LENOX AVENUE CONDOMINIUM

DECLARANT:

10 LENOX DEVELOPMENT VENUTRES LLC
c/o Level One Holdings Corp.
105 Central Avenue
New York, New York 11206

DATE OF DECLARATION: _____, 20___

The Land affected by the within instrument lies in Block 1594, F/K/A Lot 69, N/K/A Lots _____ on the Tax Map of the Borough of New York, County of New York, State of New York.

MARANS WEISZ & NEWMAN, LLC
Attorney(s) for Sponsor
29 Broadway Suite 2400
New York, New York 10006

DECLARATION OF THE 10 LENOX AVENUE CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE
REAL PROPERTY LAW OF THE STATE OF NEW YORK

In the Borough of Manhattan, County of New York, and City and State of New York on this _____ day of _____ 20___, 10 LENOX DEVELOPMENT VENUTRES LLC (the "Owner" or the "Declarant"), a limited liability company existing under the laws of the State of Delaware, whose office is situated at c/o Level One Holdings Corp. 105 Central Avenue, Brooklyn, NY 11206 does hereby declare as follows:

ARTICLE 1 SUBMISSION OF PROPERTY

1.1. Submission of Property. Declarant hereby submits the Land and the Building (each as hereinafter defined), and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as the "THE 10 LENOX AVENUE CONDOMINIUM" (the "Condominium").

1.2. The Land. Included in the Property described above is all Declarant's fee interest in that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in New York County, City and State of New York, and more particularly described in Schedule A annexed hereto and made a part hereof.

1.3. Condominium By-Laws. Annexed to this Declaration as Schedule C and made a part hereof are the by-laws of the entire Condominium which shall govern the general operation, use and occupancy of the entire Condominium (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof and thereof, the "By-Laws").

1.4. Property Subject to Certain Development Rights. The Property is not subject to development rights or restrictions.

1.5. Development Rights. Any portion of the unused floor area development rights that are now owned, subsequently acquired or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Declarant (including Declarant's successors, assignees, or designees), a but may be utilized by Declarant or any party acquiring the same from the Declarant (the "Development Rights Purchaser") and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, Declarant (including Declarant's successors, assignees, or designees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

1.6. Defined Terms: Conflicting Provisions. All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the By-Laws. In the event of a conflict between: (i) the terms and provisions of this Declaration and the terms and provisions of the By-Laws, the terms and provisions of this Declaration shall in all events

govern.

ARTICLE 2 DEFINITIONS

Affiliate: with respect to any person or entity, means a person or entity which directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with, such person or entity. For purposes hereof, the term "control" (including the related terms "controlled by" and "under common control with") mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity (whether through the ownership of voting securities or other ownership interest, by contract or otherwise); and the ownership, either directly or indirectly, of at least fifty-one percent (51%) of the legal or beneficial interest in such entity.

Board of Managers (also "Board"): The governing body of the Condominium initially comprised of five (5) managers appointed by Declarant and one (1) manager appointed by the Non-Residential Unit Owner.

Budget Allocations: The allocation of Common Expenses among the Unit Owners set forth in Schedule D to the Declaration.

Building: The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building).

By-Laws (including all amendments thereto): One of the documents governing the operation of the Condominium, the form of which is annexed hereto as Exhibit C.

Cabana Space: Any space designated as a Cabana Space in the Floor Plans.

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

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

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

Common Elements (also "General Common Elements"): The Land, all parts of the Building other than the Units, including the foundation, roof and supports of the Building, and all areas or facilities for the common use of the Units and the Unit Owners.

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

Community Facility Unit: The Non-Residential Unit. Any plural use of Community Facility Units or Non-Residential Units refer to this Unit and relate only to the possible subdivision of the Non-Residential Unit as provided for in the Declaration and By-Laws.

Condominium: The Units and Common Elements comprising the Property to be called The 10 Lenox Avenue Condominium.

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

Declarant: 10 LENOX DEVELOPMENT VENUTRES LLC, their successors, assigns, and/or designees, including any Persons designated as having the rights of Declarant by Declarant or a designee of Declarant. The words "Declarant" and "Sponsor" are used interchangeably in this Declaration.

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

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

Department of Law: The New York State Department of Law.

Insurance Trustee: A bank or trust company in the State of New York from time to time appointed to serve as such by the Board of Managers. The Sponsor Mortgagee shall serve as the initial Insurance Trustee for so long as Sponsor Mortgagee shall have a lien against one or more Unsold Units held by Declarant.

Licensee: A purchaser or holder of a license to Licensed Space.

License Fee: Fees payable to the Board of Managers by each licensee of Licensed Space.

Licensed Space: Any portion of Common Elements restricted in use and subject to exclusive license agreements such as (but not limited to) Cabana Spaces and Storage Spaces.

Limited Common Elements: Those Common Elements for which a Unit Owner will have the exclusive right to use. Examples of Limited Common Elements are rear yards, terraces, and balconies accessed through particular Units.

Non-Residential Common Element: Those portions of the Common Elements intended to be devoted to the common use and enjoyment of the Non-Residential Unit Owners. Upon recording of this Declaration, no Non-Residential Common Elements exist; a subdivision of the Non-Residential Unit may create Non-Residential Common Elements in the future.

Non-Residential Common Interest: The proportionate undivided interest, expressed as a numerical percentage, of each Non-Residential Unit Owner in the Common Elements. The total of all Non-Residential Common Interest percentages appurtenant to all Non-Residential Units equals to 100%.

Non-Residential Unit: Any Unit not designated for residential use in the Floor Plans such as the "Community Facility Unit".

Non-Residential Unit Owner: An owner of a Non-Residential Unit. The initial owner of the Non-Residential Unit shall be the Second Canaan Baptist Church.

Permitted Mortgage (also referred to as a "Registered Mortgage" if such Permitted Mortgage qualifies as a Registered Mortgage): A mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of the By-Laws, the Construction Loan, and/or any mezzanine finance loan or preferred equity loan provided to Sponsor and/or Declarant.

Permitted Mortgagee (also referred to as a "Registered Mortgagee" if such Permitted Mortgage qualifies as a Registered Mortgage): The holder of a Registered Mortgage and shall include, without limitation, banks, financial institutions, and/or other lenders such as the Construction Lender, its successors, assigns and/or affiliates, as well as any Sponsor Mortgagee.

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

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

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

Registered Mortgage: A mortgage held by a Registered Mortgagee.

Registered Mortgagee: A mortgagee that holds a mortgage on a Unit that has provided notice to the Board of Managers indicating they hold a mortgage on a Unit, which notice contains a copy of the mortgage along with the contact information for the mortgagee.

Residential Common Elements: Those portions of the Common Elements intended to be devoted to the common use and enjoyment of the Residential Unit Owners.

Residential Common Expenses: All costs and expenses to be incurred generally by Residential Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital and replacements to the Residential Common Elements.

Residential Common Interest: The proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals to 100%.

Residential Unit: Any areas of the Building designated as such on the Floor Plans, and intended to be used for residential purposes, together with its percentage of Common Interest.

Residential Unit Owner: The owner of a Residential Unit.

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

Sponsor: The person, partnership, joint venture, corporation, company, trust, association or other entity which is offering the Units in this Condominium to the public at the given time in question.

Successor Sponsor: An affiliate of Sponsor, a designee or assignee of Sponsor, or a Purchaser of 10 units or 20 percent of the total number of Units in the Condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor.

Sponsor's Mortgagee (or "Sponsor's Registered Mortgagee"): Any Registered Mortgagee holding a Registered Mortgage encumbering Units owned by Sponsor and/or any other lender that has provided mezzanine financing or preferred equity financing to the Sponsor and/or Declarant. For the avoidance of doubt, the Construction Lender shall be deemed to be a Sponsor's Registered Mortgagee.

Storage Space: Any space designated as a Storage Space in the Floor Plans.

Tax Lot Drawings (also referred to as "Floor Plans"): Tax lot drawings filed simultaneously with the recording of this Declaration in the New York City Register's Office, which drawings set forth a description of the Building, and stating the number of stories, the number of Units and their layout, and the Common Elements, and any amendments thereto.

Unit: a part of the Property intended for any type of use or uses, and with an exit to a public street or highway or to Common Elements leading to a public street or highway, and may include such appurtenances as garage and other parking space, storage room, balcony, terrace and patio. Each Unit is designated by number, letter or combination thereof or other official designations conforming to the tax lot number designating the Unit in the Declaration and on the Floor Plans.

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

Unsold Units: Any Units owned by Sponsor or Successor Sponsor, other than any Unit purchased by and for the use of Sponsor, Affiliate of Sponsor, or its designee, until such time as the same have been sold. The Unsold Units shall include any Residential Unit for so long as a Unit remain unsold.

ARTICLE 3 DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Declarant has constructed a building on the parcel of land described above, to be converted to a condominium known as The 10 Lenox Avenue Condominium according to Tax Lot Drawings filed simultaneously with the recording of this Declaration.

The Condominium will consist of one building containing a total of Twenty-Nine (29) Residential Units, One (1) Non-Residential Unit, Three (3) Licensed Cabana Spaces, Twenty-Two (22) Licensed Storage Spaces, General Common Elements, Residential Common Elements, Non-Residential Common Elements, and the Limited Common Elements, all as set forth in the Tax Lot Drawings. The Building is built with concrete, brick, stone, wood, steel, and glass. Each Unit Owner will have fee ownership in, and exclusive right of occupancy and possession of each Unit, together with an undivided interest in the General Common Elements of the Condominium as set forth and defined in this Declaration, all in accordance with Article 9-B of the Real Property Law of the State of New York. The designations of what constitutes the Residential Units, Non-Residential Unit, Licensed Cabana Spaces, Licensed Storage Spaces, General Common Elements, Residential Common Elements, Non-Residential Common Elements, and the Limited Common Elements may be changed by mutual consent of the Declarant and Unit Owners, and shall be reflected in an amendment to the Declaration.

The Condominium has a total land area of approximately 7,183 square feet, and the Building will contain approximately 55,247 gross square feet of floor area.

ARTICLE 4 DIMENSIONS OF UNITS

Each Unit is measured horizontally from the exterior side of exterior walls (columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions separating a Unit from public corridors, stairs, elevators, other mechanical equipment spaces or any Common Elements or Limited Common Elements not within a Unit. Each Unit is measured vertically from the top of the concrete floor slab below to the underside of the finished ceiling. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit.

ARTICLE 5 COMMON ELEMENTS

5.1. General Common Elements. The General Common Elements include those portions of the Building that are designated as "General Common Elements" or "Common Elements" on the Tax Lot Drawings, and to the extent not specifically identified as such, all other parts of the Property (other than those areas and items specifically identified as part of a Unit, a Residential Common Element or a Limited Common Element) the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the General Common Elements include:

(a) the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration);

(b) all sidewalks, fences, and landscaped areas benefiting any General Common Element, or not otherwise designated as a Residential Common Element or Limited Common Element, or a part of a Unit;

(c) all structural elements, foundations, foundation walls, footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs (but not flooring material), and ceilings and floors separating the Units from one another, and from exterior walls and

facades (but not including windows);

(d) any ventilation system consisting of pumps, motors, ductwork, fans and controls, steam and condensate return piping, serving or benefiting all of the Units;

(e) all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, and transformers serving or benefiting any General Common Element, or all of the Units;

(f) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves) downspouts, and roof drainage systems, excluding, however, all such items located within a Unit and serving only that Unit;

(g) all electric service rooms, gas, steam and water meter rooms, telephone rooms, and other service, mechanical and utility rooms serving or benefiting any General Common Element, or all of the Units;

(h) all other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the General Common Elements, or all of the Units;

(i) enclosing walls and doors surrounding mechanical equipment;

(j) all utilities and mechanical and electrical transfers and equipment, and vaults for such utilities used for the General Common Elements, or all of the Units;

(k) portions of the Building housing equipment servicing all the Units and not allocated as a Residential or Limited Common Element;

(l) portions of the roof housing equipment servicing all the Units (but not including the equipment), or shown on the Tax Lot Drawings as General Common Elements, or not allocated to the Residential Common Elements;

(m) Licensed Space; and

(n) whether or not specifically identified as part of the General Common Elements (or identified at all) on the Tax Lot Drawings, all other parts of the Property either existing for the common use of all of the Units, or that are necessary or convenient for the existence, maintenance, operation or safety of the Property.

5.2. Residential Common Elements. The Residential Common Elements consist of those portions of the property designated on the Tax Lot Drawings as Residential Common Elements, and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or benefit only the Residential Units or the Residential Unit Owners whether or not designated as Residential Common Elements (or designated at all) on the Tax Lot Drawings (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers, and those areas and items specifically identified as part of a Unit or a Limited Common Element). The

Residential Common Elements include, without limitation, the following:

(a) entrances, exits, and lobby which exclusively serve or benefit the Residential Units;

(b) all stairs, stairways and fire stairways, halls, passages, corridors, storage rooms, housekeeping areas, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) which exclusively serve or benefit the Residential Units and are not part of any other Common Element or Unit;

(c) all security monitors and equipment and other security facilities, virtual doorman, or other low voltage system which serve or benefit only the Residential Units;

(d) all passenger elevators and elevator shafts and equipment which exclusively serve or benefit the Residential Units and are not part of any other Common Element or Unit;

(e) any landscaped areas of the Property, and any fences surrounding such area, which serve or benefit only the Residential Units or the Residential Unit Owners;

(f) all areas where plumbing, pipes, vents, flues and/or risers and equipment exclusively serving the Residential Units is located, but not including areas located within a Unit and all HVAC systems, pipes, flues, risers, vents and ducts, which are part of the Units they serve;

(g) any portions of the Building designated on the Tax Lot Drawings as Residential Common Elements; and

(h) whether or not specifically identified as part of the Residential Common Elements (or at all) on the Tax Lot Drawings, all other parts of the Property and all telecommunications equipment and all other systems, installations and facilities (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) and equipment on the Property (other than those areas and/or items specifically identified on the Tax Lot Drawings or herein as part of a Unit and/or to the General Common Elements) which serve or benefit or are necessary or convenient or existing for the common use, existence, maintenance, operation or safety of the Residential Units or the Residential Unit Owners.

5.3. Limited Common Elements. Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, windows, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

5.4 No Division of Common Elements. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law. Each Unit Owner shall have the right to use the Common Elements, other than such portion, if any, which are by the terms of this Declaration or the annexed By-Laws irrevocably restricted in use to other Unit Owners, in accordance with the purpose for which such elements are intended, without hindering the exercise of or encroaching

upon the rights or other Unit Owners. The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with that Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE 6 USE OF UNITS AND COMMON ELEMENTS

6.1. Use of Residential Units. The Residential Units may only be used for residential purposes, home occupations to the extent permitted by law, and/or as a sales office by Declarant.

6.2. Use of Non-Residential Unit. Subject to compliance with all laws, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the By-Laws, a Non-Residential may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purpose.

6.2.1 No income derived from any use of a Non-Residential Unit will constitute income to the Board or any Unit Owner except the Non-Residential Unit Owner. The Non-Residential Unit Owner may lease or license all or any portion of its Unit to one or more lessees (or may permit occupants or permittees to use all or any portion of its Unit) so long as the uses thereof are legally permitted, and comply with this Declaration and the By-Laws.

6.2.2 A Non-Residential Unit Owner shall have the right to install and maintain signage, storefronts, and security devices upon the exterior of the Building, and to determine the content and nature of the signage, provided such signage relates solely to an occupant of the Unit or the sale or leasing of such Unit, and is consistent with the design and aesthetic of the Building façade with the consent of the Board of Managers. Any signage requires the written consent of Declarant for so long as Declarant owns a Unit. No "sandwich" style advertising board composed of two boards set up in a triangle shape or sound equipment to promote or advertise functions or events in the Non-Residential Unit will be permitted at the street entrance to the Non-Residential Unit or an adjacent sidewalk. No functions or events held by the Non-Residential Unit Owner will be permitted at the street entrance to the Non-Residential Unit or an adjacent sidewalk.

6.2.3 Except to the extent inconsistent with the By-Laws or prohibited by Law, and unless there shall be a material adverse effect on the Residential Unit Owners, a Non-Residential Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon their Non-Residential Unit; (2) change the layout or number of rooms in the Non-Residential Unit from time to time; (3) change the Non-Residential Unit, by subdividing the same, into any desired number of Units, combining any Units resulting from a subdivision, altering the boundary walls between the Non-Residential Unit, or otherwise; (4) designate all or part of a Non-Residential Unit as a newly created Non-Residential Common Element; (5) reapportion among the newly created Non-Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which shall be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the original Non-Residential Unit; and (6) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of the Non-Residential Unit Owner)

to provide that such Non-Residential Unit may be used for any purpose which is lawful at the time that such amendment is made. The Non-Residential Unit Owner may not file an amendment to this Declaration with respect to the Non-Residential Unit authorized by this paragraph without notice to the Board of Managers, and any amendment that shall have an adverse material impact on any Residential Unit or any other Non-Residential Unit shall require the consent of the Board of Managers.

6.2.4 For twenty-one (21) years, starting with the date that the Non-Residential Unit is first conveyed, the Non-Residential Unit shall be used only for community facility uses, as defined by the Zoning Resolution of the City of New York, and for no other purpose without first obtaining prior written consent of Declarant.

6.2.5 Unless otherwise restricted by law, all customary use of the Non-Residential Unit as a church is deemed in compliance with the terms and provisions of the Declaration and By-Laws. A change in use or amending the Certificate of Occupancy is not deemed a material and adverse impact unless the act of changing the use causes a material and adverse impact (e.g. triggering zoning restrictions) as opposed to the result of such change in use (e.g. use of space as a retail establishment resulting in higher foot traffic).

6.3. Prohibited Uses of Units. The following uses are prohibited for any Unit; any use that in the reasonable judgment of the Board of Managers would impair or threaten the structural integrity of the Building or the life, health, safety, protection, or security of Unit Owners, tenants, or occupants of Units; any use that violates applicable laws; any use that results in, or in the reasonable judgment of the Board of Managers would result in, the cancellation or notice of cancellation of insurance maintained by the Board of Managers; any use that increases, or in the reasonable judgment of the Board of Managers would increase, the rate of insurance for the Property above the rate in effect at the date of recording the Declaration, unless the Unit Owner reasonable for such increase pays the additional premium therefor as a specially allocated expense; any use inconsistent with or in violation of its permitted use or in the reasonable judgment of the Board of Managers is an unreasonable and substantial annoyance or nuisance to a Unit Owner or tenant of a Unit or an unreasonable, substantial, and repeated interference with the peaceful possession or proper use and enjoyment of Another Unit or the Common Elements for their intended or permitted purposes as stated in the Declaration and By-Laws; any use of the Common Elements causing or comprising waste; any use involving the storage, purchase, sale, disposal, or release or other disposition of any hazardous, toxic, or radioactive material, matter, substance, or waste that is or becomes regulated under applicable law (unless the products are properly used and stored in accordance with applicable law); any use of a Unit or any portion thereof by any international organization, unless such international organization waives its sovereign or diplomatic immunity in conformity with the terms of the Declaration; any change in use that would require a new or amended Certificate of Occupancy that would affect the permitted use of another Unit; or any of the following uses:

- an establishment of any type or nature which uses any portion of a Unit (i) to sell, afford, or permit on premises sexual stimulation or sexual liaisons; (ii) to permit or present obscene, nude, or semi-nude performances, modeling, or sexual services, (iii) to sell or display "rubber goods" or other sexual or erotic products not commonly found in national chain pharmacies; or (iv) to sell, display, rent, or permit the viewing of "X" rated videos, photographs, books, products, or other material

- a facility for the sale of paraphernalia for the use of illicit drugs or controlled substances not commonly found in national chain pharmacies
- an office, clinic, or other facility for drug rehabilitation or treatment center
- a military recruitment office
- a homeless shelter, soup kitchen, or similar use
- any form of spiritualist services, such as a gypsy, fortune teller, palm reader, or card reader
- a laboratory or facility which creates or handles medical or toxic waste
- a funeral parlor, chapel, or facility for the sale or display of tombstones or monuments or other death-related business, including cremation or euthanasia
- a labor union
- a messenger service
- a warehousing or storage facility
- a dry cleaning or other laundry facility or any business that uses toxic chemicals in the normal course of business
- a dating or escort service
- an office or other facility for any local, state, or federal governmental agency
- any use of "barkers" or other similar outdoor solicitation
- a pawn shop
- an off-track betting parlor
- the sale or grooming of pets
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like
- a massage parlor

6.4. Use of the Common Elements. Except as otherwise provided herein or in the By-Laws, the Common Elements may be used only for the furnishing of services and facilities to the Unit Owners, their guests, invitees and licensees as permitted under this Declaration and the By-Laws, and for the other uses for which they are reasonably suited. Access to any General Common Elements on the roof is only permitted for the repair or maintenance of such areas, or to maintain or repair any equipment located in such areas. Subject to any easements (exclusive or otherwise) and/or rights of access or as otherwise provided in this Declaration, neither the Board of Managers nor any Unit Owner shall impede the exercise of or encroach upon the rights of Unit Owners or others claiming, by, through or under them, including but not limited to, the occupants of the Units and their respective invitees, to use the General Common Elements as permitted under this Declaration and the By-Laws. No furniture, packages or objects of any kind shall be placed in the General Common Elements such as lobbies, vestibules, public halls, stairways, or in the areas designated as storage areas without the prior consent of the Board of Managers. The lobbies, vestibules, public halls, and stairways shall be used only for ingress and egress from the Units.

6.4.1. Licensed Space may only be used for their intended purpose and in no event may be used as a dwelling space or for the storage of toxic or combustible items. No materials which pose a health or safety threat, or which otherwise create a nuisance may be stored in Licensed Space. To do so may result in a violation placed against the Building by the Building Department that will be the obligation of the Licensee to remove. Each licensee shall be liable for all damage arising out of such Licensee's use or misuse of Licensed Space. Neither the Declarant, nor its respective agents or employees nor the Board of Managers or any of its members, officers or

employees, shall be liable for any theft or damage to any property in the Licensed Space. No Licensee may make any alteration, addition, improvement, or repair in or to Licensed Space without the prior approval of the Board of Managers.

6.4.1.1. Declarant is the initial Licensee of each Licensed Space; such licenses shall be perpetual unless otherwise terminated under Section 9.6 of the By-Laws. Declarant may use any Licensed Space in any manner permitted by applicable laws and Declarant may lease or license the same to Purchasers or otherwise without the consent of the Board of Managers. Declarant may sell and assign their license to each Licensed Space without the consent of the Board of Managers without restrictions; any agreement between the Declarant and a purchaser and/or assignee of a license shall serve as the license agreement between the Board of Managers as licensor and the purchaser and/or assignee as licensee. Declarant may abandon and terminate a license upon ten (10) days' notice to the Board; Declarant will not be required to pay any License Fee after abandoning and terminating a license and the Board will be authorized to locate a replacement Licensee, issue or sell a new license, and charge License Fees to the new Licensee.

6.4.1.2. Licensee shall provide ten (10) day's written notice to Licensor upon the sale and assignment of the license.

6.4.1.3 Use of Cabana Spaces. Cabana Spaces shall be used solely as auxiliary space by Cabana Space Licensees, in compliance with the certificate of occupancy for such space and any applicable zoning regulations. Cabana Spaces may be licensed to members of the public, including the Non-Residential Unit Owner.

6.4.1.4 Use of Storage Spaces. Storage Spaces shall be used solely as auxiliary space by Storage Space Licensees, in compliance with the certificate of occupancy for such space and any applicable zoning regulations. Storage Spaces may be licensed to members of the public, including Non-Residential Unit Owners.

6.4.2. A Non-Residential Unit Owner, its tenants, employees, agents, guests, invitees, and licensees are permitted to access the General Common Elements, but only for their intended purposes. Furthermore, in no event shall any guest, invitee or licensee of a Non-Residential Unit Owner be permitted access any area designated as a Residential Common Element, a Limited Common Element or part of a Residential Unit. Any access to the Residential Common Elements, Limited Common Elements, or Residential Units by a Non-Residential Unit Owner, its tenants, or employees shall only be permitted pursuant to the terms of this Declaration and the By-Laws.

6.4.3. Subject to the consent of a Non-Residential Unit Owner, which shall not be unreasonably withheld, and provided it does not impede or encroach upon the rights of a Non-Residential Unit Owner, Declarant may place appropriate directional and identification signs on the exterior of the Building and signs relating to the marketing of Units for sale or lease by Declarant.

6.5. Violation of Use Restrictions. Each Unit Owner shall be responsible for any violations, fines, and fees imposed as a result of such Unit Owner's failure to comply with the terms of this Article with respect to the use of the Units, and shall indemnify and hold harmless the Condominium, the Board of Managers and all other Unit Owners against any claim or costs in connection with such failure.

6.6. Nuisance. No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All applicable laws relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owner(s) shall have such obligation pursuant to the Declaration and the By-Laws to maintain or repair such portion of the Property.

6.7. Prohibited Acts. Unit Owners may not take any of the following actions without the prior written consent of the Board: (i) take any action which would materially diminish the visibility or prominence of another Unit or any signage installed by another Unit Owner in accordance with the terms of this Declaration, or (ii) use or conduct any activities on the sidewalks appurtenant to the Property that materially adversely affects another Unit Owner, except as otherwise permitted by this Declaration and/or the By-Laws.

ARTICLE 7 CHANGES TO THE UNITS

7.1. General.

7.1.1. Any alterations or changes to the Building or the Units other than those changes set forth in the Tax Lot Drawings and the Plans ("Alterations") shall be subject to the restrictions set forth in this Declaration and the By-Laws. All work must be performed pursuant to applicable law, and by licensed and insured contractors. A Non-Residential Unit Owner shall have the right to veto any proposed Alteration that would have a material and adverse effect on their Non-Residential Unit. The Residential Board Members shall have the right to veto any proposed Alteration that would have a material and adverse effect on the Residential Units or the Residential Common Elements. The Board of Managers shall have the right to veto any Alteration that materially and adversely affects any structural elements of the Building, any Building systems that serve other Units, or the Common Elements.

7.1.2. Any Alterations to be made by any Unit Owner that affects, in any material aspect, the façade of the Building (other than signage and storefronts on the ground floor of the Building) or the structural elements of the Building, or require approval from the Landmarks Preservation Commission, shall be subject to the prior consent and approval of the Board of Managers, which shall not be unreasonably withheld, conditioned or delayed.

7.1.3. Whenever a Unit Owner is permitted, pursuant to the terms of this Article, to make Alterations or other changes to its Unit, or to apply to a government agency with respect to the use or Alteration of its Unit without the prior written consent of the other Unit Owners or the Board of Managers, such Unit Owner shall provide the Board of Managers and the other Unit Owners with written notice at least ten (10) business days prior to commencing such Alteration or submitting such application, and include in such notice all documents submitted as part of such application and a full description of the proposed Alteration.

7.2. Alterations by the Declarant and a Non-Residential Unit Owner.

7.2.1. Subject to the provisions of Section 7.1 herein, except to the extent prohibited by law, the Declarant and a Non-Residential Unit Owner shall have the right, without the consent or

approval of the Board or other Unit Owners, to:

(a) make Alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unit(s);

(b) change the layout of, or number of rooms therein;

(c) provided the Alteration does not jeopardize the structural integrity of the Building, change the size of the Unit(s) by (i) subdividing its Unit into two or more separate Units, (ii) combining two or more Units resulting from such subdivision or otherwise into one or more units, (iii) altering the boundary walls between any two or more separate Units resulting from such subdivision or combination, or (iv) with respect to the Residential Units only, otherwise including and incorporating Residential Common Elements into such Residential Unit;

(d) if appropriate, reapportion among the Units affected by such change in size or number pursuant to this article, their respective Common Interests; provided, however, that with respect to any such Alteration:

(i) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the Owner of such other affected Unit shall consent thereto;

(ii) any such Alteration or change shall comply with all applicable law;

(iii) the Unit Owner making any such Alteration or change shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom; and

(iv) such Alteration shall not jeopardize the soundness or structural integrity of the Building.

(v) such Alteration shall not diminish the sound insultation properties of the Building or Unit.

7.2.2. Any Alteration may not affect the Common Interests of other Units unless the owners of each Unit affected shall consent thereto.

7.2.3. Without the prior written consent of the Declarant, a Non-Residential Unit Owner may not perform any work in, or apply for any permits to perform work, in its Unit before a Permanent Certificate of Occupancy covering the entire Building is issued by the Department of Buildings.

7.2.4. In the event a Non-Residential Unit is leased, the tenant(s) of such Unit shall have the same rights as the Non-Residential Unit Owner to make alterations, additions or improvements as set forth in this Article, subject to such Unit Owner's consent.

7.3. Alterations to Residential Units. Residential Unit Owners (other than Declarant) may not make any Alterations to their Unit without the prior written consent of the Board of Managers.

Furthermore, Residential Unit Owners (other than Declarant) may not apply for any permits for construction work in a Residential Unit until after the Permanent Certificate of Occupancy has been issued for the Building by DOB.

7.4. Changes to Boundaries and Tax Lot Drawings. Boundaries and components of each Unit are described in detail in this Declaration, and depicted graphically on the Tax Lot Drawings. The boundaries of the Units in the Tax Lot Drawings shall be substantially the same as those in the Plans. Any differences between the Plans and the Tax Lot Drawings shall be subject to the approval of a Unit Owner, provided that such approval shall not be unreasonably withheld if such changes are de minimis. Prior to any de minimis change in the boundaries or change to the Tax Lot Drawings, the party proposing such change shall provide the other party with ten (10) business days' notice of such change, and thereafter the parties may attempt to resolve the issue or in the alterative, the parties may commence arbitration as set forth in the By-Laws to resolve any disagreement. In the event of arbitration, such change shall not be made until the arbitrator has issued their decision, and thereafter the parties will cooperate to effectuate such decision.

ARTICLE 8 EASEMENTS

8.1. Board of Managers Easement to Operate and Maintain the General Common Elements. The Board of Managers shall have, and each Unit shall be subject to, an easement and a right of access:

(a) to operate, maintain, repair, alter, rebuild, prevent or minimize damage to, and cause to be in compliance with any applicable laws and insurance requirements, the General Common Elements;

(b) to install, operate, maintain, repair, alter and rebuild the General Common Elements located in, over, under, through or upon any Unit or elsewhere on the Property; and

(c) to maintain any encroachment on any Unit, resulting from the repair, alteration or rebuilding of the General Common Elements.

Access to any Unit or Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of a Non-Residential Unit, or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than two (2) days' notice to the Board of Managers, except that no notice will be necessary in the case of an emergency.

8.2. Ingress and Egress. Each Unit Owner, permitted tenants and occupants of the Building, the Building managing agent, the sales agent employed by the Declarant, and all other officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress to and egress from their Unit. Notwithstanding the foregoing, however, no person shall use or enjoy the General or the Residential Common Elements except in accordance with the reasonable purposes for which they are intended, and without encroaching upon the rights of other persons to do so.

8.3. Utilities.

8.3.1. For so long as Declarant owns a Unit, Declarant shall have the absolute right

(without any obligation to obtain the consent of the Board or any other Unit Owner or other part except as required by law) to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property as Declarant shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants, and occupants of the applicable Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the permitted use of Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not reduce the usable square footage of the any Unit nor prevent or unreasonably interfere with the permitted use of Units.

8.3.2. Each Unit Owner, for its benefit, shall have an easement to, and may, without the prior consent of the Board of Managers, the Declarant or other Unit Owners but subject to the provisions of this Declaration pertaining to Alterations: (i) install, operate, maintain, repair, alter, rebuild, restore and replace Units, and any pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the Unit, located in, over, under, through or upon the General Common Elements; and (ii) install pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities in connection with the design, construction, use, operation and/or occupancy of such Unit in, over, under, through or upon the General Common Elements, including but not limited to, penetrating floor slabs; provided that access to the General Common Elements or other portions of the Property in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the General Common Elements and such other portions of the Property for their permitted purposes or affect the structural integrity of the Building. A Unit Owner shall provide the Board of Managers with prior written notice at least fifteen (15) days prior to filing any applications with the applicable government authorities to perform such work, including the Department of Buildings. The relocation of any pipes, wires, ducts, flues, vents, cables, conduits, or other lines, equipment or facilities after the Building obtains a TCO shall require the prior written consent of the Board of Managers.

8.3.2. To the extent any filings with the New York City Department of Buildings or other municipal agency is necessary for the foregoing or the consent or signature of the Board of Managers is required on any documents, the Board of Managers shall cooperate with respect to the same by timely executing the same, provided all associated expenses are paid by the Declarant.

8.4. Repairs and Maintenance.

8.4.1. Provided the Unit Owners are in compliance with all other requirements set forth in this Declaration and the By-Laws, and any regulations promulgated by the Board of Managers, all Unit Owners shall have access through all General Common Elements to make repairs and installations, provided that in non-emergency situations the Unit Owners shall notify the Board of their intent to work on equipment servicing these units and conduct such work in a manner designed to cause the minimum amount of disturbance to other Unit Owners.

8.4.2. A Non-Residential Unit Owner, and their employees, contractors and invitees, shall have access to Residential Common Elements, including the elevators, and the Residential Units for the purpose of maintaining, replacing or effecting repairs to their respective Units or any systems servicing such Unit. In the event of a non-emergency, the party seeking such access shall

notify the Board of Managers and the Residential Unit Owners if applicable of their intent to work on equipment servicing such Unit and conduct such work in a manner designed to cause the minimum amount of disturbance to the Residential Unit Owners.

8.4.3. Access shall be permitted through any portion of the Building in the event of an emergency.

8.4.4. All work to be performed pursuant to this Section must be performed by licensed and insured contractors, and in accordance with applicable law.

8.5. Storefront and Signage. Subject to the terms of this Declaration, a Non-Residential Unit Owner and the Declarant shall have an easement to erect and maintain signage as set forth herein.

8.5.1 A Non-Residential Unit Owner shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs, on the storefront to its Unit provided the same relate solely to the operation of the Unit or for the purpose of advertising the sale or lease of all or any portion of the Non-Residential Unit. The Non-Residential Unit Owner shall not have the right to place or install any sign or other advertisement on any part of the Building other than the storefront without the prior written consent of the Board of Managers.

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

8.5.3 Maintenance and repair of the storefront and signage, as well as any Limited Common Elements, fixtures, or improvements, located on the façade appurtenant to the Non-Residential Unit shall be the responsibility of the Non-Residential Unit Owner.

8.6. Ventilation Ducts. Each Unit Owner shall have in common with all other Unit Owners, and each Unit shall be subject to, an easement to access, operate and maintain ventilation ducts for the purpose of providing fresh air serving the Units located in, over, under, through or upon any Unit and the General Common Elements.

8.7. Subjacency, Support and Necessity. Each Unit and the Common Elements shall have easements of subjacency, support and necessity, and the same shall be subject to such easements in favor of all the other Units and the Common Elements.

8.8. Perpetual and Irrevocable. Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

ARTICLE 9 SERVICE OF PROCESS AND BUILDING CODE VIOLATIONS

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium. Service of process on Unit Owners with regard to any violation of local building codes, zoning ordinances

and other related building and zoning laws pertaining to the Common Elements or one or more of the Units shall be made upon the Board of Managers of The 10 Lenox Avenue Condominium at 10 Lenox Avenue, New York, NY 10026, or such other address to be designated by the Board of Managers. Subject to conditions stated in the By-Laws, the Board of Managers shall have the principal responsibility for curing any violations of such building or zoning laws and service upon the Board of Managers shall be deemed service upon the Declarant or Owners of the Condominium Unit or Units in which any such violations exist.

ARTICLE 10 COMMON INTEREST

Each Unit Owner shall have such percentage interest in the General Common Elements and Residential Common Elements as is set forth on Schedule B attached hereto. Each Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to such Unit Owner's Unit. Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Unit Owners as a group, (as proposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners unless otherwise mandated by law or expressly provided for herein or in the By-Laws. The percentage of interest of each Unit in the Common Elements has been determined by the Declarant based upon the floor area subject to the location of such space and the additional factors of relative value to other spaces in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit pursuant to § 339-i(1)(iv) of the Real Property Law. The percentage interest of all of the Units in the Condominium totals one hundred percent (100%).

ARTICLE 11 ADMINISTRATION

The Condominium shall be governed by a six (6) member Board of Managers comprised of one (1) member to be designated by the Non-Residential Unit Owner (the "Non-Residential Board Member"), and five (5) members to be designated or elected by the Residential Unit Owner(s) (the "Residential Board Members").

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

The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act.

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

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

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

ARTICLE 12 AMENDMENT AND WITHDRAWAL

12.1. Amendments to the Declaration. Except as otherwise set forth herein, the provisions of this Declaration may only be amended by an instrument executed by the Board of Managers upon the affirmative vote of all Non-Residential Unit Owners and sixty-seven percent (67%) of the Residential Unit Owners in number, except as set forth below. Any amendment to this Declaration shall not take effect until it is recorded in the City Register's Office.

12.1.1. Any amendment altering the Common Interest percentage of a Unit Owner or altering any rights or obligations respecting the Common Elements shall require the consent of the affected Unit Owner(s).

12.1.2. Any amendment adding any parcel of land or divesting any parcel of land from the Property shall require the unanimous consent of all the Unit Owners.

12.1.3 Any amendment to the Declaration or By-Laws that would materially and adversely impact the rights and obligations of a Non-Residential Unit Owner, the calculation of Common Charges to be paid by a Non-Residential Unit Owner, or the permitted use of a Non-Residential Unit shall require the consent of the Non-Residential Unit Owner.

12.1.4 Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only the Non-Residential Units or Non-Residential Unit Owners, except for those provisions relating to actions that require Board of Managers consent, may be amended by such Unit Owner, including the subdivision or combining of such Unit, without the consent of the Board or the other Unit Owners. However, such Unit Owner shall provide the Board of Managers and all other Unit Owners with written notice of any such modification at least fifteen (15) days prior to making any such change. The Board of Managers shall cooperate with such Unit Owner's efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

12.1.5 Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only the Residential Units (including but not limited to the subdivision or combining of Residential Units), the Declarant and/or the Residential Unit Owners may be amended, modified or deleted by the Declarant or the Residential Unit Owners as applicable without the consent of the Board or the other Unit Owners. However, the Declarant or the Residential Unit Owners shall provide the Board of Managers and all other Unit Owners with written notice of any such modification at least fifteen (15) days prior to making any such change. The Board of Managers shall cooperate with the Declarant's or the Residential Unit Owners' efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

12.2. Consent of Registered Mortgagees. Registered Mortgagees holding mortgages on Units that constitute a majority of the common interests (except where noted otherwise) of the Units that are subject to Registered Mortgages must consent to: (i) any restoration or repair of the Building after a partial condemnation or damage due to an insurable hazard which is not done in accordance with the Documents (ii) any election to terminate the condominium after substantial destruction or substantial taking in a condemnation; and (iii) any reallocation of Common Interests resulting from a partial condemnation or destruction provided however that the consent of any Registered Mortgagee of a Residential Unit shall not be required for any restoration and or repair under (i) or reallocation under (iii) above with respect to a Non-Residential Unit. Wherever in this section the

consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied.

12.2.1. A written notice will be sent certified or registered mail with a "return receipt" requested to Registered Mortgagees and Registered Guarantors notifying them of any material change to the Documents listed in this Article. Approval or consent to any change to the Documents by a Registered Mortgagee will be implied if the Registered Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. Notwithstanding the foregoing, wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied.

12.3. Withdrawal from Condominium Ownership. The Property shall not be withdrawn from Condominium ownership without the consent of at least eighty percent (80%) of the Unit Owners in number and Common Interest, the Non-Residential Unit Owner, and at least fifty-one percent (51%) of the Registered Mortagees. Such withdrawal of the property from Condominium ownership shall not take effect until it is duly recorded in the City Register's Office. Notwithstanding the foregoing, wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied. The Condominium shall terminate following a taking of all or substantially all of the Property by condemnation or eminent domain; or damage or destruction to 75% or more of the Building if 75% or more of all Unit Owners do not duly and promptly elect to proceed with the repair or restoration.

ARTICLE 13 SUBJECT TO DECLARATION, BY-LAWS, etc.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration and the By-Laws, and the mere acquisition or rental of any of the Units shall signify that the provisions of the Declaration and the By-Laws of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE 14 COMMON CHARGES

14.1. Assessment of Common Charges. The Board of Managers shall have the authority, pursuant to the By-Laws, to fix and determine Common Expenses, and allocate and assess Common Expenses amongst the Unit Owners. Common Expenses may be allocated in a manner different from the allocation by Common Interest, as permitted by 339-m of the Condominium Act, the Declaration and the By-Laws, provided that such allocation is based on the proportion of expenses and charges fairly attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. The allocations of Common Expenses between Residential Units and Non-Residential Units in the Proposed Budget for the First Year of Condominium

Operation, annexed hereto as Schedule D, are presumptive evidence of reasonableness. The Board of Managers may not modify the allocations set forth in Schedule D without the unanimous consent of Non-Residential Unit Owner. The allocations set forth in Schedule D are based solely on projections; future allocations must be based on the proportion of expenses and charges fairly attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners.

14.2. Lien Against Units. All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid, together with interest at the maximum legal rate thereon, chargeable to any Unit Owner shall constitute a lien on their Unit prior to all other liens except: (a) tax or assessment liens on the Unit by any governmental taxing authority, including but not limited to, State, County, and City taxing agencies, if any; and (b) all sums unpaid on any mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York by the Condominium in like manner as a mortgage on real property, and costs incurred including reasonable attorney's fees (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. However, the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale, their successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges shall be charges to all Unit Owners as a Common Expense. The term "institutional mortgage" used herein shall mean a mortgage granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, real estate investment trust, real estate mortgage investment conduit, agency of the United States Government or of the City or State of New York, or other similar institutional lender or a purchase money mortgage granted by the Seller or any entity not included within any of the foregoing that is regularly engaged in the business of making, owning or servicing mortgage loans.

14.3. Unit Owners' Obligation to Pay Common Charges. Every Unit Owner shall pay the Common Charges assessed against their Unit when due and no Unit Owner may exempt themselves from liability for the payment of their Common Charges by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by themselves of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

14.4. License Fees. Licensees will be required to pay a monthly License Fee to the Board of Managers. The Board of Managers shall have the authority, pursuant to the By-Laws, to fix and determine License Fees.

14.4.1. Every Licensee shall pay the License Fees when due and no Licensee may exempt themselves from liability for the payment of License Fees by waiver of the use or enjoyment of any of the Licensed Space. However, a Licensee may abandon the use and enjoyment of the Licensed Space by terminating their license as prescribed by the By-Laws.

14.4.2. The Board of Managers shall have the authority, pursuant to the By-Laws, to

terminate a license with no reimbursement for any consideration paid to acquire the license, in the event of a default in the payment of any monthly License Fee.

ARTICLE 15 UNITS ACQUIRED BY THE BOARD

In the event any Unit Owner shall convey their Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

In order to carry out the provisions of this paragraph, each Unit Owner shall, upon taking title to their Unit, grant an irrevocable power of attorney coupled with an interest, to the Board of Managers and their successors to acquire title or lease any such Unit under whatever terms the Board of Managers may, in its sole discretion, deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board of Managers, in its sole discretion, shall deem proper.

ARTICLE 16 ENCROACHMENTS

The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as aforedescribed due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist as long as the Building or reconstructed building shall stand.

ARTICLE 17 UNIT OWNERSHIP

17.1. Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain a Unit Owner until such time as the purchaser ceases to own the Unit for any reason.

17.2 A license to Licensed Space does not create ownership in the space. A purchaser of a license for Licensed Space shall automatically become a Licensee in the Condominium and shall remain a Licensee until such time as the purchaser ceases to own the license for any reason. Declarant is the initial Licensee of each Licensed Space.

ARTICLE 18 CONVEYANCE OF A UNIT

Upon any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceedings in accordance with this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid Common Charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be

entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charge against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien, for any unpaid Common Charge against the grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

ARTICLE 19 COVENANTS AND RESTRICTIONS

The use of a Unit by the Unit Owner or other occupant shall be subject to the rules, regulations, and provisions of this Declaration and the By-Laws and the following covenants and restrictions:

(a) The Unit and Common Elements exclusively servicing or benefitting such Unit shall be maintained in good repair, and Non-Residential Units shall be kept neat and presentable.

(b) No Alterations to the inside of a Unit that would impair the structural soundness of the Building may be made without the prior written consent of the Board of Managers.

(c) Any Unit Owner who mortgages or sells their Unit shall notify the Board of Managers and provide the name and address of their mortgagee or purchaser.

(d) The Board of Managers shall, at the request of a Registered Mortgagee, report any unpaid Common Charges due from the Unit Owner of such Unit.

(e) No nuisances shall be allowed upon the Property and no use or practice shall be allowed which interfere with the peaceful possession and proper use of the Property by its residents.

(f) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(g) The Common Charges shall be paid when due.

ARTICLE 20 UTILITIES

Each Unit Owner shall be responsible for paying for the costs of separately sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges according to the provisions of Article 14.

ARTICLE 21 INVALIDITY

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no way affect any remaining part or parts hereof, and the same shall continue in full force and effect.

ARTICLE 22 WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 23 CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 24 CERTAIN REFERENCES

24.1. A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

24.2. The terms "herein", "hereof", or "hereunder" or similar terms in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

24.3. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25 SEVERABILITY

If any provision of this Declaration or the application thereof to any person, entity or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Declaration, and the application of such provision to persons, entities or circumstances other than those as to which it is specifically determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law, provided that under all circumstances, the provisions hereof are required to be interpreted and applied so that there will be no adverse effect on Declarant or any other person governed by or otherwise affected by this Declaration in any material respect as a result of any invalidity or unenforceability referred to above in this Article.

ARTICLE 26 COVENANT OF FURTHER ASSURANCES

26.1. General. Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board or otherwise, shall upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26.1.1. If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board of Managers is

hereby authorized as attorney in fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

26.1.2. If any Unit Owner, the Board or any other party which is subject to the terms of this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board or party is required to perform, execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney in fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or take such instrument or to take such action in the name of such Unit Owner, the Board or other party and such document or action shall be binding on such Unit Owner, the Board or other party, as the case may be.

26.2. Estoppel and Agreement. Upon the request of a Unit Owner, the Board of Managers will enter into an estoppel and agreement with such Unit Owner or an existing or proposed lender in form reasonably acceptable to such Unit Owner or existing or proposed lender, and which by its terms may be relied on by the Unit Owner's existing or proposed lender. The estoppel and agreement shall contain all or any of the following representations and statements to the extent requested by the Unit Owner:

(a) confirmation that the Declaration and By-Laws, as amended to date, are complete, correct and in full force and effect;

(b) a statement as to the amount of Common Charges and assessments and all other amounts due to the Condominium by the Unit Owner at the time specified by the Unit Owner, and confirmation of all payments made to that date and a statement as to the monthly Common Charges and special assessments payable following a closing;

(c) confirmation of the then current budget of the Condominium and the amounts payable by the applicable Unit Owner, and an agreement that the calculation of payments due from the Unit Owner or services provided to the Unit Owner will not be changed without its consent;

(d) an agreement to deliver all notices that are sent to the Unit Owner to its lender or lender's designee at the address provided;

(e) confirmation that any lender to a Unit Owner shall be deemed a "Permitted Mortgagee", or "Registered Mortgagee" if they perform the actions set forth in Article 2 hereof, by the Condominium;

(f) confirmation that the current use of the Unit does not violate the terms of the Declaration and By-Laws;

(g) agreement that the tenant of a Unit Owner is a third-party beneficiary of the obligations of the Condominium to the Unit Owner;

(h) confirmation to the lender of the provisions of the Declaration allowing the applicable Unit Owner to make alterations to the Unit with or without any consent, as the case may be, and an agreement to permit the tenant of the Unit Owner to undertake such alterations if designated by the Unit Owner to do so;

(i) agreement that the Condominium shall have the same rights to consent to the actions of the tenant of a Unit Owner as it does to an action of the Unit Owner;

(j) agreement to provide the lender of a Unit Owner ten (10) days' prior notice of any action or sanction that the Board of Managers has determined to take against the Unit Owner; and

(k) a confirmation to the lender of a Unit Owner that it knows of no posted violations against the Unit or pending bankruptcy with respect to the Unit Owner other than those set forth in the estoppel and agreement.

26.3. Further Assurances Requested by Declarant. Without intending to limit the generality of the foregoing, the Board of Managers and each Unit Owner shall be required, upon the request of Declarant, to execute and delivery any or applications reasonably required in connection with any merger, any declaration of zoning lot restrictions or any zoning lot development agreement.

ARTICLE 27 SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee, or with the consent of Declarant or its designee, any transferee of some or all of the Unsold Units then owned by Declarant or its designee, as the case may be. Subject to the foregoing, Declarant and its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 28 NOTICE AND CONSENTS

Whenever a Unit Owner is permitted, pursuant to the terms of this Declaration, to make Alterations or other changes to its Unit, the Declaration or the By-Laws, or to apply to a government agency with respect to the use or Alteration of its Unit without the prior written consent of the other Unit Owners or the Board of Managers, such Unit Owner shall provide the Board of Managers and the other Unit Owners written notice at least fifteen (15) days prior to commencing any such alteration or submitting such application.

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Unsold Units.

ARTICLE 29 INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Schedule A; (ii) the description of the Units annexed hereto as Schedule B; (iii) the By-Laws annexed hereto as Schedule C; (iv) the schedule providing

allocation of Common Expenses among the Units annexed hereto as Schedule D; and (v) the Tax Lot Drawings, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 30 AUTHORIZATION TO BORROW

The Board of Managers is authorized, subject to the restrictions set forth in the By-Laws, to incur debt on behalf of Unit Owners to provide for major and minor maintenance, repairs, additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence and similar purposes. The repayment of any and all such debt may be secured and paid as provided in Section 339-jj of the New York Real Property Law.

ARTICLE 31 POWER OF ATTORNEY

31.1 Each Unit Owner shall grant to the Board of Managers an irrevocable limited power of attorney, coupled with an interest (in such form and content as the Board of Managers shall determine) following due authorization (if required) from the Unit Owners (a) to acquire or lease any Unit, together with its Appurtenant Interest (as defined hereinafter) whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to convey, sell lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine; and (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other action which the Board of Managers deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board of Managers deems necessary or appropriate.

31.2 Each Unit Owner shall also grant to Declarant a power of attorney to amend the Condominium Declaration and to effectuate the rights granted to Declarant and Unit Owners under the Declaration as set forth herein.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the _____ day of_____ 20___.

DECLARANT:
10 LENOX DEVELOPMENT VENUTRES LLC

By: _____
Name:
Title:

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

On the _____ day of _____, 20___, before me, the undersigned, personally appeared, _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual acted, executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE A TO THE DECLARATION OF THE CONDOMINIUM

The 10 Lenox Avenue Condominium
10 Lenox Avenue
New York, NY
New York County

TAX BLOCK 1594

DESCRIPTION OF THE LAND

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

BEGINNING at the corner formed by the intersection of the southerly side of 111th Street and the easterly side of Lenox Avenue;

Running thence easterly along the southerly side of 111th Street, 100 feet;

Thence southerly parallel with the easterly side of Lenox Avenue, 71 feet 10 inches to the easterly of Lenox Avenue;

Thence westerly parallel with the southerly side of 111th Street, 100 feet to said easterly side of Lenox Avenue;

Thence northerly along the easterly side of Lenox Avenue, 71 feet 10 inches to the corner, the point or place of BEGINNING.

SCHEDULE B TO THE DECLARATION OF THE CONDOMINIUM

The 10 Lenox Avenue Condominium
10 Lenox Avenue
New York, NY
New York County

TAX BLOCK 1594

UNIT SCHEDULE

UNIT	TAX LOT	COMMON INTEREST PERCENTAGE	BDRMS	BATHS	LOCATION	APPROX. SQUARE FOOTAGE	LIMITED COMMON ELEMENT ("LCE")	APPROX. SQUARE FOOTAGE OF LCE

SCHEDULE C TO THE DECLARATION OF THE CONDOMINIUM

The 10 Lenox Avenue Condominium
10 Lenox Avenue
New York, NY
New York County

TAX BLOCK 1594

BY-LAWS

ARTICLE I GENERAL

1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of The 10 Lenox Avenue Condominium (the "Condominium"). The Condominium covers the fee interests in the property (the "Property") consisting of approximately 7,183 square feet of land (the "Land") formerly designated as Block 1594, Lot 69 on the Tax Map of the Borough of Manhattan, County of New York, City and State of New York, the Building and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of the Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") by 10 LENOX DEVELOPMENT VENUTRES LLC ("Sponsor" or "Declarant") in the City Register's Office, together with these By-Laws.

1.2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium and the Common Elements, and the use and occupancy thereof.

1.3. Personal Application. All present and future Unit Owners, mortgagees, lessees, or their employees, guests, invitees or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance.

1.4. Definitions. Any capitalized words herein that are undefined in these By-Laws shall have the same definitions as listed in the Declaration.

1.5. Principal Office of the Condominium. The principal office of the Condominium shall be

located within the Property or at such other place within the City of New York reasonably convenient thereto, as may be designated from time to time by the Board of Managers.

ARTICLE II BOARD OF MANAGERS

2.1. General Description of Board of Managers. The affairs of the Condominium shall be managed by a six (6) member Board of Managers comprised of one (1) member to be designated by the Non-Residential Unit Owner (the "Non-Residential Board Member") and five (5) members to be designated or elected by the Residential Unit Owner(s) (the "Residential Board Members").

2.2. Control by Declarant. Declarant reserves the right to control the Board of Managers for a period of time until the earlier to occur of (a) sixty (60) days after the date by which seventy five (75%) of the Units have been conveyed to Unit Purchasers; or (b) five (5) years after the date the first Unit has been conveyed to a Unit Purchaser pursuant to an offering plan (the "Control Period"). Declarant reserves the right to relinquish control of the Board of Managers prior to the expiration of the Control Period.

2.3. Eligibility Requirements for Board Members. With the exception of those members elected or designated by the Declarant, only a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner are eligible for election to the Board of Managers. This eligibility requirement does not apply to the Non-Residential Board Members. If the Board perfects a lien against a Unit for unpaid Common Charges or Assessments, the Board Member related to the delinquent Unit Owner shall be suspended or after 30 days cease to be a Board Member until the lien is paid or discharged of record, whereupon said board membership shall be reinstated.

2.4. Election of Residential Board Members; Designation of Non-Residential Board Members; Change in Number of Board Members.

2.4.1. All elections of Residential Board Members shall be determined by plurality vote. When voting for Residential Members of the Board of Managers, the voting shall be by ballot and each ballot shall state the name of the Residential Unit Owner voting and the percentage of Residential Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Residential Unit Owner shall be entitled to cast the number of votes determined in accordance with Article III, Section 3.3 for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

2.4.2. Notwithstanding any other provisions of this Article or any other provisions of these By-Laws to the contrary, commencing with the first annual meeting of the Unit Owners, the Declarant shall have the right to vote all of the Common Interests attributable to Unsold Units. Declarant shall have the right to designate all of the Residential Board Members during the Control Period. Notwithstanding the foregoing, Declarant may, at its discretion, relinquish voting control of the Board of Managers prior to the end of the Control Period. So long as Declarant owns at least one (1) Unsold Unit, Declarant shall have the right to designate two (2) Residential Board Members.

2.4.3 The Non-Residential Board Member shall be designated by the Non-Residential Unit Owner.

2.4.4 The number of members of the Board of Managers may not be changed without the consent of Residential Unit Owners representing fifty-one percent (51%) of the Residential Common Interests, the Non-Residential Unit Owner, and the Declarant for so long as Declarant owns at least one (1) Unit.

2.5. Duties of the Board of Managers. The Board of Managers shall have the duties necessary for or incidental to the administration of the affairs of the Condominium, and shall make all decisions and take all actions affecting the Condominium and the General Common Elements not otherwise delegated to the Non-Residential Board Member or the Residential Board Members herein.

2.5.1 Notwithstanding anything to the contrary in these By-Laws, all determinations of the Board of Managers which affect only the:

(a) Residential Units, do not materially and adversely affect the use and operation of the Non-Residential Units, and do not increase the obligations of the Non-Residential Unit Owners shall be made by the Residential Board Members, and the Residential Board Members may designate a committee comprised of Residential Unit Owners to make such determinations;

(b) Non-Residential Unit, do not materially and adversely affect the use and operation of Residential Units, and do not increase the obligations of the Residential Unit Owners shall be made by the Non-Residential Board Member.

Any dispute as to whether or not a determination materially and adversely affects any Units or Unit Owners shall be settled by arbitration in accordance with the provisions of these By-Laws. No dispute with respect to whether a determination materially and adversely affects a Unit shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Board of Managers within ten (10) business days of receipt by it of notice of such determination.

2.6. Powers of the Board of Managers. Subject to the terms of the Declaration and these By-Laws, the Board of Managers shall have the powers necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Board of Managers by the Unit Owners). These powers shall specifically include, but are not limited to, the following:

(a) To determine and levy monthly assessments ("Common Charges") to cover the cost of common expenses, payable in advance, and to allocate such Common Charges which may not necessarily be in accordance with each Unit's Common Interest, so long as it is in a way fairly attributable to all or a portion of the Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners;

(b) To collect, use and expend the Common Charges and assessments collected, to maintain, care for and preserve the General Common Elements, and the Residential Common Elements. In no event shall Common Charges, Special Assessments or other funds received by the Board of Managers in connection with repairs of the General Common Elements or Residential Common Elements be utilized to defray any expenses other than those related to the maintenance, repair and preservation of the General Common Elements or

Residential Common Elements respectively;

(c) To make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(d) To exercise the easements and access rights granted to the Board of Managers in the Declaration when necessary and with as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the property, including emergency repairs at all times whether or not the Unit Owner is present, provided that such utility or other easements shall not, to the extent commercially reasonable, interfere with the permitted use of Non-Residential Units;

(e) To open and maintain bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;

(f) To insure and keep insured the Common Elements and Units in accordance with these By-Laws;

(g) To collect delinquent Common Charges and/or assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the Rules and Regulations herein referred to;

(h) To purchase any Unit at a foreclosure sale on behalf of all Unit Owners;

(i) To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of manager in connection with the matters hereinabove set forth;

(j) To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium. The Board of Managers may, in its discretion, fund the cost of any such litigation out of the Common Charge and/or assessments. The Board of Managers shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of Condominium and these By-Laws, and may fund the cost of any such litigation out of the Common Charge and/or assessments. Non-Residential Unit Owners shall not be responsible to fund, through the payment of Common Charges or otherwise, disputes among the Residential Unit Owners, or the Board of Managers and one or more Residential Unit Owners. Without limiting the foregoing, the Board of Managers may engage in litigation pertaining to the enforcement of the Sponsor's obligations, as such obligations are set forth in the Declaration of Condominium and these By-Laws, and to the maintenance and operation of the Common Elements;

(k) To acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Unit so acquired and to vote as Unit Owner, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

(l) To grant utility or other easements as may, at any time, be required for the benefit of the

Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners;

(m) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of at least one-hundred (100%) percent in number of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of Five Thousand ($5,000.00) Dollars; (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owner of said Unit; and (iii) such borrowing shall not modify the Budget Allocation or increase the obligations of a Non-Residential Unit Owner;

(n) To act as an agent of each Residential Unit Owner who has given their written authorization to complain or apply to the local and county Real Estate Tax Assessment Agency Board of Review by filing a single complaint on behalf of all such Residential Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Residential Unit Owners for which it is acting as agent and charge all such Residential Unit Owners a pro rata share of expenses, disbursements and legal fees for which charges the Board of Managers shall have a lien pursuant to these By-Laws. The foregoing power applies solely to Residential Units unless written consent is provided by the Non-Residential Unit Owner or the Non-Residential Unit Owner makes a written request to be included in such proceedings and shares in the expenses;

(o) To sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such structural addition, alteration or improvement made by Sponsor or Successor Sponsor to any Unit, provided, however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers;

(p) To collect funds from Unit Owners and accumulate reserves for capital replacements to the Units (the "Reserve Fund"). The Reserve Fund, if any, shall be used for the periodic maintenance, repair and replacement of the Common Elements. Non-Residential Unit Owners shall be obligated to contribute to the Reserve Fund, however, such contributions must go towards Common Elements that serve the entire Building and not Residential Common Elements;

(q) To collect monthly escrows from Residential Unit Owners with their Common Charges for the payment of real estate taxes attributable to individual Units based upon the estimated tax bill for the entire Property and the then current tax rate until all of the Units are separately assessed, and deposit the same in a tax escrow account established by Declarant pursuant to an offering plan filed with the New York State Department of Law; and

(r) To establish, enforce, amend and otherwise modify Rules and Regulations relating to the operation of the Condominium from time to time, and such Rules and Regulations, and any amendments thereto, shall be binding upon the Unit Owners thirty (30) days after the date the Board of Managers has approved them in writing and delivered a copy of the same to

each Unit Owner. Such Rules and Regulations, and any amendments thereto, shall be applied uniformly to all Unit Owners, shall not be discriminatory, and shall not reduce the rights granted to Non-Residential Unit Owners in the Declaration or these By-Laws.

2.7. Removal or Replacement of Board Members. The Non-Residential Board Member may only be removed by the Non-Residential Unit Owner and may be replaced at any time. If the office of the Non-Residential Board Members becomes vacant by reason of death, resignation, disqualification, removal from office or otherwise, the Non-Residential Unit Owners shall have the sole right to choose such member's successor. The Residential Board Members may only be removed and replaced by a vote of the Residential Unit Owners pursuant to the terms of these By-Laws. If any office of the Residential Board Member becomes vacant by reason of death, resignation, disqualification, removal from office or otherwise, the Residential Unit Owners shall have the sole right to elect such member's successor.

2.8. Board Meetings. Regular meetings of the Board of Managers shall be held at least four (4) times annually. Board of Managers members may appear at meetings by telephone or other electronic transmission provided all members may hear and be heard by all other members in attendance.

2.9. Quorum. A quorum of the Board of Managers shall consist of at least one (1) Non-Residential Board Member and at least three (3) Residential Board Members. In the event a quorum is not reached at a Board meeting, the Board Members present shall adjourn the meeting in accordance with their rules and send a notice for an adjourned meeting to be held within fifteen (15) business days of the adjourned meeting. If at the adjourned meeting there is no quorum, the Board Members present at the meeting shall adjourn the meeting in accordance with their rules and again send a notice for a second adjourned meeting to be held within fifteen (15) business days of the adjourned meeting. If there is no quorum at such adjourned meeting, one (1) Non-Residential Board Member and two (2) of the Residential Board Members, provided both of the Residential Board Members have attended all three meetings, may then act for the Board of Managers at the third meeting even though there is no quorum present. Notwithstanding the foregoing, a quorum of three (3) Residential Board members shall be sufficient for a Board of Managers meeting provided (a) the topics to be addressed at such meeting relates solely to the Residential Units; and (b) the Non-Residential Board Members have been notified of the date, time, location and topics to be addressed at such meeting; a quorum of one (1) Non-Residential Board member shall be sufficient for a Board of Managers meeting provided (a) the topics to be addressed at such meeting relates solely to the Non-Residential Units; and (b) the Residential Board Members have been notified of the date, time, location and topics to be addressed at such meeting.

2.10. Vote Required to Transact Business. When a quorum is present at any meeting, all decisions affecting the General Common Elements, both Residential Units and Non-Residential Units, or the entire Property shall require the vote of a majority of Board Members present; provided however, the Board of Managers shall not make any decisions or conduct any transactions that are discriminatory and adversely affect the Non-Residential Unit or Non-Residential Unit Owner. If a majority cannot be reached by the Board Members present, the vote shall be adjourned for the next meeting at which a quorum is present; if a majority cannot be reached at that meeting, the issue shall be presented to Unit Owners to vote at a special meeting or annual meeting. When a quorum is present at any meeting, all decisions and actions affecting only: (i) the Residential Units, the

Residential Unit Owners, and/or the Residential Common Elements shall require the vote of a majority of the Residential Board Members; or (ii) the Non-Residential Unit, the Non-Residential Unit Owner, and/or the Non-Residential Common Elements shall require the vote of the Non-Residential Board Member.

2.11. Compensation. Managers and officers shall receive no compensation from the Condominium for their services.

2.12. Fidelity Bonds. The Board of Managers shall obtain and maintain to the extent obtainable Fidelity Insurance covering all employees of the Condominium who handle Condominium funds in an amount not less than $5,000.00 for each loss. The premiums on such bonds shall be a Common Expense.

2.13. Annual Statement. The Board of Managers shall furnish to all Unit Owners and the Department of Law (if and when required by law), and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners' meeting.

2.14. Liability of Board Members. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by such Board Member as agent for the Board of Managers, and that no member of the Board of Managers, or individual Unit Owners shall be liable under such contract, agreement or commitment. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for gross negligence or willful misconduct or acts made in bad faith, and the Unit Owner shall jointly and severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a Board member in accordance with their duties as such member, except as set forth herein.

2.15. Managing Agent. At its discretion, the Board of Managers may employ for the Condominium a managing agent under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board of Managers listed in this Article.

ARTICLE III UNIT OWNERS

3.1. Annual Meetings. The first annual meeting of the Unit Owners shall be held within sixty (60) days from the closing of title to the first Unit, or as soon thereafter as is practicable. At such meeting, the Non-Residential Unit Owner shall designate the Non-Residential Board Member, and the Declarant shall designate the three Residential Board Members. Thereafter, annual meetings of the Unit Owners shall be held on the anniversary of such date each succeeding year, and the Non-Residential Board Members, and after the Control Period the Residential Board Members, shall be appointed and/or elected at such annual meetings pursuant to these By-Laws.

3.2. Special Meetings. The President shall call a special meeting of the Unit Owners as directed by a majority of the Board of Managers.

3.3. Voting. Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Sponsor with respect to Units owned by Sponsor or Successor Sponsor) shall be entitled to cast one vote for each .0001% of Common Interest attributable to such Unit Owner's Unit. If only the vote of the Residential Unit Owners is required, the required percentage of votes shall mean a required percentage in terms of total Residential Common Interests, and not the Common Interest.

3.4. Quorum. Except when the vote of more than a majority of Unit Owners is required, a quorum of all the Unit Owners shall consist of at least the Non-Residential Unit Owner, and Residential Unit Owners representing fifty-one percent (51%) of the total Residential Common Interest, in person or by proxy. When a vote of more than fifty-one percent (51%) of Unit Owners is required, a quorum shall consist of the Non-Residential Unit Owner, and sufficient Residential Unit Owners representing the minimum percentage of votes required pursuant to the Declaration and By-Laws. In the event a quorum is not reached at the annual meeting or a special meeting, the Unit Owner present shall adjourn the meeting in and send a notice for an adjourned meeting to be held within fifteen (15) business days of the original meeting. If at the adjourned meeting there is no quorum, the Unit Owner present at the meeting shall adjourn the meeting and again send a notice for an adjourned meeting to be held within fifteen (15) business days of the adjourned meeting.

3.4.1 With respect to any meeting of solely the Residential Unit Owners, a quorum shall consist of Residential Unit Owners representing fifty-one percent (51%) of the Residential Common Interests.

3.5. Vote Required to Transact Business. When a quorum is present at any meeting, all decisions affecting the General Common Elements, both Residential Units and Non-Residential Units, or the entire Property shall require the vote of a majority of Unit Owners present; provided however, the Unit Owners shall not make any decisions or conduct any transactions that are discriminatory and adversely affect the Non-Residential Unit or Non-Residential Unit Owner. When a quorum is present at any meeting, all decisions and actions affecting only: (i) the Residential Units, the Residential Unit Owners, and/or the Residential Common Elements shall require the vote of a Residential Unit Owners representing fifty-one percent (51%) of the total Residential Common Interest; or (ii) the Non-Residential Unit, the Non-Residential Unit Owner, and/or the Non-Residential Common Elements shall require the vote of the Non-Residential Unit Owner.

3.6. Proxies. All proxies shall be in writing, and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

3.7. Right to Vote. At any meeting of the Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise stated in the Declaration or these By-Laws, no Unit Owner may vote at any meeting if the Unit Owner is not current in payment of their Common Charges.

3.8. Waiver and Consent. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, the By-Laws or Article 9-B of the Real Property Law, such vote and meeting may be dispensed with if all Unit Owners who would have been entitled to vote at such meeting shall consent in writing to any action being taken.

3.9. Notice of Meetings. The Secretary shall deliver written notice of each annual or special meeting to each Unit Owner of record at least ten (10) but no more than twenty (20) days prior to such meeting stating the purpose thereof as well as the time and place where it is to be held. The delivery of a notice in the manner provided in these By-Laws shall be considered notice served.

3.10. Order of Business. The order of business shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading of minutes of preceding meeting;
(d) Report of officers;
(e) Election of Managers (in the event there is an election);
(f) Unfinished business; and
(g) New business.

ARTICLE IV OFFICERS

4.1. Elective Officers. The officers of the Condominium shall be elected by the Board of Managers and shall be a President, Vice President, Secretary, and Treasurer. Two or more offices may be held by the same person so long as there are at least three (3) officers.

4.2. Election. The Board of Managers at its first meeting after each annual Unit Owners' meeting shall elect a President, Vice President, Secretary, and Treasurer. Only the President must be a member of the Board of Managers.

4.3. Appointive Officers. The Board of Managers may appoint such other officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

4.4. Term. The officers shall hold office until their successors are elected and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

4.5. The President. The President shall be the chief executive officer of the Condominium; shall preside at all meetings of the Unit Owners and Managers, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New York.

4.6. The Vice President. The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7. The Secretary. The Secretary shall attend all sessions of the Board of Managers and all Unit Owners' meetings and record all votes and the minutes of all proceedings in a book to be kept for

that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notices of all Unit Owners' meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President under whose supervision he shall be.

4.8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all moneys and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers. The Treasurer shall disburse the funds of the Condominium as he may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and the Board of Managers, at the regular meeting of the Board or whenever they may require it, an account of all their transactions as Treasurer and of the financial condition of the Condominium. The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

4.9. Agreements. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed on behalf of the Condominium by the President or such other person as may be designated by the Board of Managers. However, the Board of Managers may, by resolution, determine that any instruments in excess of a specified amount be countersigned by the President and a second officer.

ARTICLE V INDEMNIFICATION

The Condominium shall indemnify any person made, or threatened to be made, a party to an action by or in the right of the Condominium to procure a judgment in its favor by reason of the fact that they, their testator or intestate, is or was a member of the Board or officer of the Condominium, or is or was serving at the request of the Condominium as a member of the Board or officer against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such member of the Board or officer acted, in good faith, for a purpose which he reasonably believed to be in the best interest of the Condominium, except that no indemnification shall be made to or on behalf of any member of the Board or officer if a judgment or other final adjudication adverse to the member of the Board or officer establishes that their acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

ARTICLE VI REPAIRS AND MAINTENANCE

6.1. General Common Elements.

6.1.1 The Board of Managers shall be responsible for all maintenance, repairs and replacement of the General Common Elements, except as otherwise set forth in these By-Laws or the Declaration. The Board of Managers and its agents, employees and contractors shall have a

right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration.

6.1.2 The Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines part of the General Common Elements, and shall make all necessary structural repairs to any such General Common Element, and the cost thereof shall be a Common Expense allocated among Unit Owners as set forth in the Budget Allocation, except where such repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner, in which event such cost and expense shall be assessed to and paid for by such Unit Owner.

6.2. Residential Common Elements. The Board of Managers shall be responsible for the repair and maintenance of the Residential Common Elements. However, the costs of operating, repairing and maintaining the Residential Common Elements, and the Limited Common Elements to the extent that it is the Board of Managers' obligation to effect such repairs, shall be a Residential Common Expense to be apportioned among the Residential Unit Owners according to their Residential Common Interests.

6.3. Repairs and Maintenance of Units.

6.3.1 Except as otherwise specifically provided in the Declaration or in these By-Laws, all maintenance to the Units, including electrical repairs, plumbing stoppages, window cleaning, painting and decorating in the Units, repairs and replacement to the Units including windows and doors (including all glass breakage), and repairs to pipes, wires and conduits located in and servicing the same Unit other than as set forth above, and a Limited Common Element appurtenant to its Unit shall be made by the respective Unit Owners at their own expense. The Unit Owners shall also be responsible for all maintenance, repairs and replacement of any and all HVAC equipment servicing its Unit.

6.3.2 In the event that a Unit Owner fails to make any maintenance or repair necessary to protect any of the General Common Elements, Residential Common Elements, Non-Residential Common Elements, or Limited Common Element appurtenant to its Unit or its own Unit, or, in the event of service of a Building Department violation notice covering the Unit upon the Board of Managers, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so after ten (10) days' written notice or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to their Unit or for repairs to any General Common Elements, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common Charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit thereon. In the event the Board of Managers brings such a suit, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with the interest on all sums due.

6.4. Repairs to Limited Common Elements. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or

replacement was caused by the negligent act or omission of the Unit Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The repair and replacement of the exterior surface of any terrace shall be performed by the Board of Managers and charged to the Unit Owner. Any structural or non-ordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear, including leaks that are not the result of a Unit Owner's negligence) or replacements to such Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Board of Managers and result from the negligence or wrongful acts of the Unit Owner, or its tenants, guests and/or invitees, to which such Limited Common Element is appurtenant, shall be performed by the Board of Managers at the cost of such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Declarant, must first obtain express written permission from the Board of Managers; for as long as Declarant owns at least one Unit, a Unit Owner must also obtain express written permission from the Declarant.

6.4.1 The elevator located in the Non-Residential Unit is a Limited Common Element. All maintenance, repairs, alterations, costs and expenses for this Limited Common Element are the sole responsibility of the Non-Residential Unit Owner.

6.5 Standard of Repairs. All repairs, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows or the exterior surface of the Building or to any visible portion of the General Common Elements, shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Declarant.

ARTICLE VII CHANGES AND ALTERATIONS

7.1. Changes and Alterations to Units.

7.1.1 The Declarant may make Alterations to Units owned by Declarant without the prior approval and consent of the Board of Managers in any manner that does not materially and adversely affect any structural elements of the Building or any Building systems that serve other Units or the General Common Elements.

7.1.2 Except as otherwise provided in the Declaration, alterations to the Units other than by Declarant or Non-Residential Unit Owner are subject to the approval of the Board of Managers in its sole discretion. The Unit Owner or tenant seeking to make such alterations shall provide the Board of Managers, and the Declarant if applicable, with copies of all plans and drawings related to the proposed alteration, and any information reasonably requested by the Board of Managers and the Declarant. Upon receipt of all requested information, the Board of Managers, and the Declarant if applicable, shall have ten (10) business days to issue a determination of whether such plans would have any material or adverse effect pursuant to subsection 7.1.1 above. The Board of

Managers' failure to respond within such time shall be deemed a determination that the proposed alteration will not have any material or adverse effect.

7.2. Changes to the Common Elements. Alterations to the General, and/or Residential Common Elements must be approved by the Board of Managers.

7.3. Scaffolding and Other Temporary Structures. In the event the Board of Managers, or the Declarant erects scaffolding, "bridges" or other temporary structures to perform renovations, improvements or other work to or at the Building or any part thereof, the Board of Managers will use, or cause the Unit Owner performing the work to use commercially reasonable efforts to minimize interference with the use of the Non-Residential Units, including, but not limited to access and signage, and to minimize the period of time the same is erected. In the event exterior signage is obscured thereby, the party installing the temporary structures, subject to the requirements of the Declaration, the By-Laws and all applicable law, shall install or pay for the installation of temporary signage in place of the obscured signage on behalf of the Non-Residential Unit Owners or its tenant upon such temporary structures located directly in front of the applicable Non-Residential Unit in the maximum size that such structure can reasonably accommodate. No signage other than the Non-Residential Unit Owners' or its tenants' signage shall be erected or placed upon such temporary structures in the space which is located directly in front of such Unit.

7.4. Veto Rights. Unit Owners, and/or the Declarant, if the Declarant still owns any Units in the Condominium, shall have the right to veto any proposed alteration that would have a material and adverse impact on such Unit Owner's Unit.

7.5. Minimum Requirements. All changes and alterations to the Building, the General Common Elements and the Units must be performed in accordance with applicable law by licensed and insured contractors.

7.6 Changes to Units or Common Element. With respect to any repairs, maintenance, alterations, or other work performed by a Unit Owner that affects a Common Element or Unit not owned by said Unit Owner, said Unit Owner shall be responsible to restore the affected Common Element or Unit to as near as commercially reasonable and practicable to the condition and finish existing immediately prior to said work.

ARTICLE VIII NOTICES

8.1. Definition. All notices required or desired to be given hereunder to the Board of Managers, shall be personally delivered or sent by registered or certified mail or overnight mail to the office of the Board or to such other address as the Board of Managers may designate from time to time, by notice in writing to all Unit Owners and to all Registered Mortgagees, if required, as the case may be, and if there is a managing agent of the Board of Managers, a duplicate shall be sent in like manner to such managing agent. All notices to any Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail or overnight mail to the Property address of such Unit or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Board of Managers. All notices by Registered Mortgagees shall be personally delivered or sent by mail to their respective addresses, as designated by them from time to time, in writing to the Board of Managers. All notices shall be deemed to have been given when personally delivered, sent by overnight mail or mailed in a

postage-prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

8.2. Waiver of Service of Notice. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

8.3. Notice to Registered Mortgagee or Registered Guarantor

The Board of Managers shall provide timely written notice to a Registered Mortgagee or Registered Guarantor for the following:

A. Notice of unpaid Common Charges and default notice of any default or violation by the Unit Owner in the payment of Common Charges or the observance or performance of any of the provisions of the Condominium Documents as to which the Board of Managers has actual knowledge then exists which remains uncured for a period of sixty (60) days; and when giving notice of any default or violation to such mortgagor Unit Owner, the Board of Managers shall also send a copy of such notice to such Owner's Registered Mortgagee and/or Registered Guarantor.

B. Notice of any condemnation or casualty loss which affects a material portion of the Property or a Unit on which there is a Registered Mortgage held, insured or guaranteed by such Registered Mortgagee or Registered Guarantor, as applicable.

C. Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Board of Managers.

D. Notice of any proposed action under the Declaration or these By-Laws which would: (i) change the boundaries of any Unit; (ii) change the interests in the common elements pertaining to a Unit; (iii) change the number of votes pertaining to a Unit; (iv) change the use restrictions of any Unit; (iv) any proposed termination of the condominium.

E. In no event, however, shall the Board (including its members, officers, agents, attorneys and employees) and Unit Owners be liable for any Claims or Liabilities and Expenses for any failure, through oversight or negligence, in giving a Registered Mortgagee or Registered Guarantor of any notice required under subsections (A) through (D) above. Nonetheless: (a) the Board of Managers shall give such missed notice with reasonable promptness after discovering such failure; and (b) if the Board of Managers shall foreclose its lien on such mortgagor's Unit hereof by reason of the mortgagor-Unit Owner's default or violation, the Board of Managers shall pay to such Registered Mortgagee the extent of any undistributed net proceeds of said foreclosure sale of such Unit then held by the Board (subject to an in accordance with the lien priority), but not more than the sum as shall be due and owing to such Registered Mortgagee.

ARTICLE IX FINANCES

9.1. Checks. All checks or demands for money and notes of the Condominium shall be signed by

the President and such other person or persons as the Board of Managers, may from time to time, designate.

9.2. Common Charges & Assessments.

9.2.1 From time to time, but not less frequently than once a year, the Board of Managers shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in these By-Laws, except that the Board of Managers shall provide a copy of any proposed budget to Unit Owners sixty (60) days prior to adoption of the same; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners in accordance with the Budget Allocation, which allocations are based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners as authorized by 339-m of the Condominium Act. If any category of Unit Owner contends that any method of allocation determined by the Board of Managers is inequitable, the dispute may be submitted to arbitration. The Board of Managers shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than ten (10) days prior to the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees whenever requested in writing by such Permitted Mortgagees. The Board of Managers may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

9.2.2 In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board of Managers shall have the right, subject to the strictures set forth in these By-Laws, to levy special assessments ("Special Assessments") to meet the Common Expenses. The Board of Managers shall give each Unit Owner not less than ten (10) days' written notice prior to the date upon which the Board of Managers shall meet to discuss levying Special Assessments, with reasonable detail of the nature and purpose of the Special Assessment. As applicable, Special Assessments shall be allocated and assessed amongst the Unit Owners in accordance with the allocations set forth in Schedule D to the Declaration. In the event the cost or expense resulting in the Special Assessment does not fall within one of the categories set forth in Schedule D, then the Special Assessment shall be based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. If any category of Unit Owner contends that any method of allocation determined by the Board of Managers is inequitable, the dispute may be submitted to arbitration. Special Assessments levied against the Residential Unit Owners relative to (i) the General Common Elements, after the aforementioned allocation between the Residential Units and Non-Residential Units is affected, and (ii) the Residential Common Elements and/or the Limited Residential Common Elements shall be levied against all Residential Unit Owners in proportion to their respective Residential Common

Interests. Special Assessments may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than fifteen (15) days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Board of Managers shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges. Expenditures must be accounted for in a manner that reflects the allocation between the categories of Unit Owners and adjusted for after the fiscal year concludes or when otherwise reasonably practicable as determined by the nature of the Special Assessments and expenditures.

9.2.3 Licensees, excluding Sponsor with respect to unsold licenses, will be required to pay a monthly License Fee to the Board of Managers as determined by the Board of Managers in the budget. License Fees are charged and paid independently of Common Charges and Special Assessments only to Licensees. A Licensee may abandon and terminate their license upon ten (10) day's notice written notice to the Board; the Licensee will not be required to pay the monthly License Fee after abandoning and terminating their license and will not be responsible for any unpaid License Fees. The Board of Managers will be authorized to locate a replacement Licensee, issue or sell a new license, and charge License Fees to the new Licensee with no reimbursement of the consideration paid by the Licensee that abandoned and terminated their license.

9.3. Failure to Pay Assessments.

9.3.1 Unit Owners shall pay promptly when Common Charges and Special Assessments assessed against their Unit. Any Unit Owner who fails to pay Common Charges shall be liable for any expenses incurred by the Board of Managers in collecting said monthly Common Charge assessment, including interest at the highest legal rate and reasonable attorneys' fees.

9.3.2 In the event of a default in the payment of any monthly Common Charge assessment by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default, the Board of Managers shall send notice to the delinquent Unit Owner and the Registered Mortgagee, if any, giving the Unit Owner a five (5) day grace period in which to make their payment. The Board of Managers may charge the delinquent Unit Owner a fee of not more than One Hundred Fifty ($150.00) Dollars to cover the additional burden to the Board occasioned by the lack of timely payment, in addition to interest at the highest legal rate on the Common Charge assessment from its due date to the date payment is actually received from the Unit Owner. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments.

9.3.3 The Board of Managers shall take action to collect any Common Charges due from any Unit Owner which remain unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339 of the Real Property Law, or otherwise. Under Section 339-aa of the Condominium Act, a lien for non-payment of Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the office of the County Clerk in New York County, and until all sums secured thereby, with the interest accrued thereon at the highest legal rate, shall have been

fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever is earlier. The lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges, without necessarily filing the lien

9.3.4 No Unit Owner shall be liable for any Common Charges that accrue against a Unit subsequent to a sale, transfer or other conveyance of the Unit in accordance with these By-Laws and the Declaration. A purchaser of a Unit (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all Common Charges assessed against the Unit and unpaid at the time of the purchase.

9.3.5 If a Unit Owner rents any Unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in writing, all rent payments from the tenant shall attorn to the Board of Managers and shall be directly payable to the Board of Managers.

If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board of Managers shall provide written notice to the tenant and the Unit Owner providing that, commencing immediately and until such time as all payments for Common Charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Board of Managers at the address listed on the notice. At such time as payments for common charges, assessments and late fees from the Unit Owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and Unit Owner. Thereafter all rental payments shall be made payable to the Unit Owner or a designated agent. A Unit Owner who disputes the Board of Managers' claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers, which must be held within thirty (30) days from the date the Board of Managers receives notice that such Unit Owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. Payment by a rental tenant to the Board of Managers made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the Unit Owner and shall be an absolute defense in any non-payment proceeding commenced by such Unit Owner against such tenant for such rent.

9.3.6. Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid common charges before acquisition of the title to the Unit by the mortgagee. The lender will be liable for any fees or costs related to the collection of the unpaid Common Charges.

9.4. Foreclosure of Liens for Unpaid Assessments. The Board of Managers shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Unit because of unpaid assessments. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, sell, vote or otherwise deal with the Unit. A suit to recover a money judgment for unpaid assessments shall also be obtainable separately without waiving the lien on the Unit.

9.5. Statement of Assessments. Upon the written request of any Unit Owner or their mortgagee, the Board of Managers shall promptly furnish such Unit Owner or their mortgagee with a written statement of the unpaid assessments due from such Unit Owner.

9.6. Failure to Pay License Fees. In the event of a default in the payment of any monthly License Fee, the Board of Managers, at its sole option, may declare the license terminated. Prior to making any such declaration following a default, the Board of Managers shall send notice to the delinquent Licensee giving the Licensee a ninety (90) day grace period in which to make a payment in full. The Board of Managers may charge the delinquent Licensee a fee of not more than One Hundred Fifty ($150.00) Dollars to cover the additional burden to the Board occasioned by the lack of timely payment, in addition to interest at the highest legal rate on the License Fee from its due date to the date payment is actually received from the Licensee. Following the ninety (90) day grace period, the Board of Managers may terminate a license without reimbursement of the consideration paid to acquire the license.

9.7. Liability for Water, Sewage, Gas and Electricity**.** Each Unit Owner shall be responsible for paying for the costs of separately sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges.

9.8. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

9.9. Other Accounts. The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE X INSURANCE AND INSURANCE TRUSTEE

10.1. Insurance to be Carried by the Board of Managers. Not later than the date the first Unit is conveyed, the Board of Managers shall obtain, and maintain to the extent obtainable, all risk or fire insurance with extended coverage, loss of business, income/extra expense, boiler and machinery, insuring the Condominium, including all of the Units and the bathrooms and fixtures initially installed therein, together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their Registered Mortgagees, as its interest may appear, in an amount equal to at least one hundred percent (100%) of the replacement value of the Building exclusive of the land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall contain New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any thereunder, shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in

the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims. All of such policies shall provide that adjustment of loss shall be made by the Board of Managers and all policies of physical damage insurance shall provide that the proceeds thereof, if $100,000 or less, shall be paid to the Board of Managers, and if in excess of $100,000 shall be paid to the Insurance Trustee. The Board of Managers is hereby appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each owner of any interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims.

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

10.1.2 The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, general comprehensive liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, managing agent, if any, and each Unit Owner. Such comprehensive general liability insurance shall also cover cross-liability claims of one insured against another and shall be in a single limit of not less than One Million Dollars ($1,000,000) covering all claims for bodily injury and for property damage arising out of one occurrence. Such comprehensive general liability insurance shall commence on the closing of title to the first Unit. The Board of Managers shall also be required to carry workmen's compensation insurance should it be required by law.

10.1.3 Each Unit Owner shall be required to have in place as of the date they acquire title a policy insuring the improvements and betterments in its Unit, and naming the Condominium and the Board of Managers as the additional insured. In addition, the Non-Residential Unit Owner shall be required to carry commercial liability insurance effective as of the date they acquire title with liability coverage of not less than $1,000,000.00 for each incident and $2,000,000.00 in the aggregate. Residential Unit Owners shall be required to carry homeowner’s liability insurance effective as of the date they acquire title in amounts acceptable to the Board of Managers. All Unit Owners must maintain current certificates of insurance with the Board of Managers, or the managing agent if any. All policies required pursuant to this subsection shall contain waivers of subrogation, and shall not affect or diminish for any reason any insurance procured by the Board of Managers.

10.2. The Insurance Trustee. The Insurance Trustee shall be a bank or trust company located in the State of New York designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee that shall be a bank or trust company located in the State of New York.

10.3. Restoration or Reconstruction After Fire or Other Casualty.

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

10.3.2 If seventy-five percent (75%) or more of the building containing the Units is destroyed or substantially damaged (as determined the Board), and Unit Owners whose percentage of Common Interest totals seventy-five percent (75%) in the aggregate of the total Common Interest, inclusive of the Common Interest appurtenant to Non-Residential Units, do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to these By-Laws, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interests, after first payment out of the share of each Unit Owner the amount of any unpaid liens on their Unit, the order of the priority of such liens.

10.3.3 "Prompt" and "promptly" as used in this section shall mean the later of (i) ninety (90) days from the date the Insurance Trustee or the Board of Managers receives the insurance proceeds, or (ii) sixty (60) days from the date the Insurance Trustee or the Board of Managers notifies the Unit Owners that the insurance proceeds are insufficient to pay the estimated costs of repair and/or restoration.

ARTICLE XI OPERATION OF PROPERTY

11.1. Other Provisions as to Use. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Board of Managers, whoever shall have the obligation to maintain such part of the Property.

11.2. Right of Access.

11.2.1 Each Unit Owner grants a right of access as set forth in the Declaration to such Unit Owner's Unit to the Board of Managers, the managing agents, managers, and/or any other person authorized by any of the foregoing upon reasonable notice during reasonable hours in such a

manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

11.2.2 Each Unit Owner grants a right of access as set forth in the Declaration to such Unit Owner's Unit, and the Board of Managers shall grant rights of access to the Common Elements to Declarant and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of the Building and any punch list work therein, provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

11.3. Abatement and Enjoinment of Violations by Unit Owners

11.3.1 The breach of any provisions contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit or Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board of Managers shall not thereby be deemed guilty or liable in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.3.2 The violation or breach of any of the provisions of these By-Laws or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.3.3 In the event the Board of Managers and/or the Declarant (hereinafter the "Creditor Party") takes any action or brings any proceeding against a Unit Owner (excluding Declarant) (hereinafter the "Defaulting Unit Owner") pursuant to the provisions of the Declaration or these By-Laws, the Defaulting Unit Owner shall reimburse the Creditor Party for all reasonable costs and charges incurred by the Creditor Party in connection therewith, including without limitation, attorney’s fees, together with all reasonable out of pocket costs and expenses incurred by the Creditor Party, together with interest on all of the foregoing at the rate of interest of 1.5% per month (but in no event in excess of the maximum rate permitted by law) from the date of the payment or performance of the service by the Creditor Party may bill the Defaulting Unit Owner therefor at any time. Such funds expended by the Creditor Party plus interest earned thereon, as aforesaid, shall be deemed a charge assessed against the Defaulting Unit Owners Unit and the failure to make such reimbursement shall be deemed a default in the payment of Common Charges subject to the provisions governing such defaults as set forth in the Condominium Act and the By-Laws and the Board of Managers, upon receipt of such funds from the Defaulting Party shall promptly reimburse the Creditor Party, provided that the Creditor Party is the successful party in such action or proceeding.

ARTICLE XII SALE, LEASE AND MORTGAGING OF UNITS

12.1. Sale and Lease of the Non-Residential Unit. Non-Residential Unit Owners may sell, lease,

and/or mortgage their Unit without the prior approval or consent of the Board of Managers, subject to the use restrictions set forth in the Declaration and these By-Laws, and such sale or lease shall not be subject to the Board of Managers' right of first refusal.

12.1.1 Subordination, Non-Disturbance and Attornment. Any lease of the Non-Residential Units shall be subordinate to the terms of the Declaration and these By-Laws, and any conflict between the terms of any such lease, and the Declaration and/or the By-Laws shall be resolved in favor of the latter. At the request of a Non-Residential Unit Owner, the Board of Managers will enter into a non-disturbance agreement (the "Non-Disturbance Agreement") in a form reasonably satisfactory to the Non-Residential Unit Owner, on commercially reasonable terms customary for similar mixed use buildings in the New York City metropolitan area, with any tenant of the Non-Residential Unit, which provides that, provided that the lease is in full force and effect, (i) unless required by law to preserve any claims on behalf of the Board of Managers against the Non-Residential Unit Owner, procedural or otherwise, the Board of Managers will not name or join the tenant as a party defendant in any action or proceeding to foreclose upon the Board of Managers' lien for Common Charges or other amounts against the Non-Residential Unit, (ii) it will recognize the tenant's rights pursuant to the lease, (iii) it will not disturb the tenant's possession or diminish the tenant's rights and privileges under the lease, (iv) it will not increase the tenant's obligations pursuant to the lease, (v) provided such tenant is not in default under the terms of such lease beyond all applicable notice and grace periods, it will not interfere with the tenant's use, possession or enjoyment of the Non-Residential Unit, and (vi) subject to the provisions of the Non-Disturbance Agreement and provided such tenant is not in default under the terms of such lease beyond all applicable notice and grace periods, the rights of the tenant granted pursuant to the lease will not be disturbed. In the event that the Board or any other party succeeds to the interests of a Non-Residential Unit Owner in a Non-Residential Unit by reason of the foreclosure of the Non-Residential Unit or the delivery of a deed to the Non-Residential Unit, the tenant will agree to be bound to the Board or other party under all of the terms, covenants and conditions of the Lease and the tenant will attorn to the Board or other party as its landlord, and the Board of Managers will recognize the tenant as the direct tenant of the Board or its successor on the same terms and conditions as are contained in the lease. The Board of Managers, at the request of a Non-Residential Unit, shall promptly execute and deliver the Non-Disturbance Agreement in confirmation of the foregoing. The Non-Residential Unit Owner, as applicable, shall pay all reasonable costs and expenses of the Board of Managers in connection therewith. During the Control Period, Sponsor may execute any Non-Disturbance Agreement to be provided pursuant to the terms of this Article.

12.1.2. Sponsor's Right of First Offer.

Definitions.

The term "Controlling Interest" shall mean the holder of more than 50% of the legal or beneficial interest in the Non-Residential Unit Owner, whether directly or indirectly through one or more entities or individuals.

The term "Holder" shall mean the holder of a Controlling Interest in the Non-Residential Unit Owner.

The term "Offeree" shall mean Sponsor or (if Sponsor shall be dissolved) Shlomo Avdoo, his successors and assigns.

The term "ROFO" shall mean the right of first offer set forth in 12.1.2.

The term "ROFO Period" shall mean the period starting with the date the Non-Residential Unit is conveyed to Second Canaan Baptist Church and ending twenty-one (twenty-one) years thereafter.

The term "Sale Agreement" shall mean a contract to sell Non-Residential Unit together with its appurtenant Common Interest or to sell or assign and transfer the Controlling Interest in the Non-Residential Unit Owner.

12.1.2.1 Right of First Offer. During the ROFO Period, the Non-Residential Unit Owner shall not negotiate or offer to sell Non-Residential Unit ("CF"), and the Holder shall not negotiate or offer to sell its Controlling Interest in the CF Owner, to a third party, or list CF or the Holder's Controlling Interest in the CF Owner (as applicable) for sale with a broker or finder, or enter into a Sale Agreement, letter of intent or other writing for the sale of CF or the Holder's Controlling Interest in the CF Owner (as applicable) with a third party, without first entering into negotiations for the sale of CF or said Holder's Controlling Interest in the CF Owner (as applicable) with the Offeree and first offering to sell CF or the Holder's Controlling Interest in the CF Owner (as applicable) to the Offeree in accordance with the provisions of 12.1.2, regardless of whether the Offeree still owns an Unsold Unit.

12.1.2.2 Sale Notice. If the CF Owner or said Holder desires to solicit, offer or enter into a Sale Agreement for CF or Holder's Controlling Interest in the CF Owner (as applicable), such party (the Selling Party") shall first give written notice thereof to the Offeree (the "Sale Notice") accompanied by the proposed Sale Agreement, which shall contain the purchase price (the "Sale Price") and all other material terms and conditions of the Sale (collectively, the "Term and Conditions"). The Term and Conditions shall include the requirement for a deposit of ten percent (10%) of the Sale Price (the "Deposit") to be held in escrow by the CF Owner's attorney (the "Escrow Agent"), commercially reasonable and customary escrow terms to hold the Deposit in a separate, interest bearing escrow account of Escrow Agent, segregated from all other monies (with any interest earned thereon to be paid to the party entitled to receive the Deposit), and a closing of the transaction (the "Closing") within ninety (90) days after giving the Sale Notice or (if not a business day) the first business day thereafter (the "Closing Date").

12.1.2.3 Exclusive Purchase Period. At any time within thirty (30) days after the date the Offeree receives said Sale Notice accompanied by four counterparts of the proposed Sale Agreement (the "Option Period"), the Offeree shall have the exclusive right and option ("Right of First Offer" or "ROFO") to elect to purchase CF or the Holder's Controlling Interest in the CF Owner (as applicable) by duly executing and returning four (4) counterparts of the Sale Agreement to the applicable Selling Party or its attorney (as directed by either) accompanied by a check for said ten percent (10%) Deposit made payable to the Escrow Agent, as escrowee.

12.1.2.4 Election to Purchase. In the event the Offeree elects to purchase in accordance with 12.1.2.3, the Selling Party and Escrow Agent shall duly sign and return to the

Offeree or its attorney (as directed by either), and the Offeree shall receive, within five (5) business days after signing and delivering the four (4) counterparts of the Sale Agreement and said check for the Deposit, two (2) original counterparts of the Sale Agreement duly signed by the Selling Party and the Escrow Agent. If the Offeree fails to receive said fully signed two (2) original counterparts of the Sale Agreement within said five (5)-business day period, then the Closing Date shall be extended for a period equal to the number of days of delay until said fully signed two (2) original counterparts of the Sale Agreement are received by the Offeree or its attorney (as applicable), except if such extended Closing Date shall not fall on a business day, the Closing Date shall be the next business day thereafter.

12.1.2.5 Declination; Timeline to Sell and Close. If, on the other hand, the Offeree declines in writing to so purchase CF or the Holder's Controlling Interest ("Declination Notice", as applicable), or fails to execute and return the Sale Agreement and check for the ten percent (10%) Deposit prior to the expiration of the Option Period in accordance with 12.1.2.3 (as applicable), the applicable Selling Party shall have: (a) nine (9) months thereafter to enter into a new Sale Agreement with a bona fide third party-purchaser ("BFP") to sell CF or Holder's Controlling Interest in the CF Owner (as applicable) at a purchase price not less than an amount equal to the Sale Price offered to the Offeree in the Sale Agreement and on terms and conditions materially similar to the Terms and Conditions contained in the Sale Agreement offered to the Offeree; and (b) six (6) months after the execution of the new Sale Agreement with the BFP to consummate the closing under said new Sale Agreement by conveying title to CF or transferring and assigning Holder's Controlling Interest in the CF Owner (as applicable) to the BFP in accordance with the terms of said new Sale Agreement (the "'BFP Closing").

12.1.2.6 Sale to BFP. If the Offeree declines or fails to elect to purchase CF or Holder's Controlling Interest in the CF Owner (as applicable) as provided in 12.1.2.5 and a new Sale Agreement with a BFP is executed, the applicable Selling Party shall give the Offeree, within ten (10) days after said Sale Agreement with a BFP is fully executed, a true and complete copy of said fully executed Sale Agreement. In any event, the Offeree shall receive said fully executed Sale Agreement with the BFP at least ten (10) days before consummating the sale and BFP Closing.

12.1.2.7 Revival of Right of First Offer. If: (a) the Selling Party fails to enter into said new Sale Agreement with a BFP within said nine (9)-month period or (b) fails to consummate the sale and the BFP Closing pursuant to the new Sale Agreement within said six (6)-month period or (c) the terms (including purchase price) and conditions of the new Sale Agreement with the BFP are materially different than the Sale Price and other Terms and Conditions contained in the Sale Agreement offered to the Offeree, then the Offeree's Right of First Offer shall revive and the provisions of 12.1.2.1-6 above shall again apply before the applicable Selling Party may negotiate or offer to sell CF or Holder's Controlling Interest in the CF Owner (as applicable) to the BFP or other third party, or list CF Unit or Holder's Controlling Interest in the CF Owner (as applicable) for sale with a broker or finder, or enter into any Sale Agreement, letter of intent or other writing with a BFP or other third party for the sale of CF or Holder's Controlling Interest in the CF Owner (as applicable).

12.1.2.8 Exempt Transactions. The Right of First Offer shall not apply to the following Exempt Transactions:

(a) a conveyance of CF or a sale of a Controlling Interest in the CF Owner by a court-appointed referee or other officer conducting a lien foreclosure sale of a mortgage or foreclosure of the lien of the Condominium Board pursuant to the By-Laws or the Condominium Act or a lien foreclosure sale of a Controlling Interest of the CF Owner (as applicable);

(b) a conveyance of CF by deed in lieu of a mortgage lien foreclosure to the holder of such mortgage or its designee or to the Condominium Board or its designee (as applicable);

(c) the first conveyance of CF by the mortgage holder or its affiliated designee or the Condominium Board or its affiliated designee (as applicable) following such conveyance by deed in lieu of a mortgage lien foreclosure or the Condominium Board lien foreclosure (as applicable);

(d) a transfer of the Holder's Controlling Interest in the CF Owner to the holder of a security interest therein (the "Mezzanine Lender") or its designee; or

(e) the first transfer of said Controlling Interest in the CF Owner by a Mezzanine Lender or its affiliated designee.

12.1.2.9 Application to Succeeding Owner. Each succeeding Owner of CF or a Controlling Interest in the CF Owner following an Exempt Transaction shall be bound by, and CF and said Controlling Interest in the CF Owner shall continue to be subject to, all of the terms and conditions of 12.1.2.

12.2. Sale and Lease of the Residential Units. No Residential Unit Owner, other than the Declarant, may convey their Unit or any interest therein by sale or lease except in the manner set forth in this Section. Any sale or lease of any Residential Unit in violation of this Section shall be voidable at the election of the Board of Managers.

12.2.1 Right of First Refusal. Other than a sale or lease by Declarant, a successor of Declarant, a registered mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal.

(b) Any contract to sell a Residential Unit, together with the Appurtenant Interests, and any lease of any Residential Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Board of Managers by certified or registered mail, or overnight mail, which notice shall be accompanied by a copy of the fully executed Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror"). The

sending of this notice shall constitute an offer by the Offeree Unit Owner to sell the Unit, together with its appurtenant interests, or to lease the Unit, as the case may be, to the Board or to its designee, corporate or otherwise, on behalf of all Unit Owners. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board of Managers, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand, the Offeree Unit Owner shall submit to the Board of Managers, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Board of Managers may reasonably request.

(c) The Board of Managers may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail, or overnight mail, not later than thirty (30) days (in the event of a proposed sale) and fifteen (15) business days (in the event of a proposed lease) after receipt of (i) the notice referred to in subparagraph (a) hereof, or (ii) all other information reasonably required by the Board of Managers, whichever is later, to purchase or lease the Offeree Unit, as the case may be, on behalf of all Residential Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement. Notwithstanding anything to the contrary contained herein, however, the Board of Managers shall not exercise any option set forth in this Article to purchase or lease any Residential Unit without the prior approval of a Majority of Residential Unit Owners by number. The Board of Managers may use the Unit for any use permitted under the Declaration or these By-Laws.

(d) In the event the Board of Managers fails to exercise its right of first refusal within the time period set forth in subparagraph (b) above, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Board of Managers, or (ii) the expiration of the period in which the Board of Managers might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale Agreement or Lease Agreement within such sixty (60) day period, then, should the Offeree Unit Owner thereafter elect to sell such Residential Unit or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of subparagraphs (a) and (b) hereof, but not more often than once in any twelve (12) month period. The Board of Managers shall have the right to waive this requirement for good cause shown, in its sole discretion.

(e) The Board of Managers shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in exercising its right of first refusal set forth herein.

(f) In the event the Board of Managers does exercise its right of first refusal with respect to the sale of a Residential Unit, the acquisition of the Unit may be made from the working capital and Common Charges, or, if such funds are insufficient, the Board of Managers may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Residential Unit Owner's percentage of Residential Common Interest, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Residential Unit Owner, as provided above, for Common Charges for the Unit, or the rent

due pursuant to the Lease, and for the cost of maintenance and repairs to such Unit. Neither the Board of Managers nor any Residential Unit Owner shall be entitled to cast any votes attributable to such Residential Unit. The Non-Residential Unit shall not fund, or benefit from, the acquisition of a Unit; the Non-Residential Unit shall not be assessed or allocated any expenses related to the acquisition of a Unit and any income from the Unit shall offset expenses allocated to Residential Units.

(g) Notwithstanding the above, the right of first refusal held by the Board of Managers shall not adversely impact the rights of a mortgagee or its assignee to:

a. foreclosure or take title to a unit pursuant to the remedies in the mortgage;
b. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
c. sell or lease a unit acquired by the mortgagee or its assignee.

In the event any provision in this section conflicts with (a) through (c) above, the rights of the registered mortgagee as set forth herein shall control.

12.2.2. Leasing. All leases of Residential Units must be for a minimum period of one (1) year (with each such lease being to a specific named tenant and with no right to substitute any other tenant during the term of the lease). All such leases shall be consistent with the By-Laws and shall contain such reasonable conditions as the Board of Managers may impose in order to protect the physical and financial security and continuity of the Condominium, including (but not limited to) the following provisions:

(a) the lease may not be modified, amended, extended or assigned, without the prior consent in writing of the Board;
(b) the tenant may not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board;
(c) the Board of Managers shall have the right to terminate the lease on not less than thirty (30) days prior written notice upon foreclosure of the lien granted by Section 339-z of the New York State Real Property Law; and
(d) the lease must contain an attornment provision that conforms with the provisions Section 339-kk of the Real Property Law.

The Board of Managers may establish other reasonable regulations governing leases of Residential Units from time to time. Except as set forth above, the form of any such lease shall be substantially in the then current form of apartment lease recommended by The Real Estate Board of New York, Inc. or New York City Bar Association with such modifications as may be approved in writing by the Board of Managers. The foregoing restrictions on leasing and the contents of leases contained herein shall not apply to a Residential Unit owned by Declarant, or a designee or successor of Declarant, or a Residential Unit owned by a mortgagee who took title for its own account in foreclosure or by deed in lieu of foreclosure.

12.2.3. Mortgages. No Residential Unit Owner may mortgage their Unit except by a mortgage loan granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, agency of the United States Government or of the City or State of New York or other similar institutional lender provided that

(i) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note; (ii) the mortgage states that if consent by the mortgagee is required to any amendment to the Condominium Declaration and By-Laws such consent will not be unreasonably withheld or delayed; and (iii) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a permitted mortgage. Notwithstanding the foregoing, the Declarant and Non-Residential Unit Owners shall have the right to mortgage their Units without restrictions or limitation, but any such mortgage shall contain the representations in clauses (ii) and (iii) of this paragraph (if applicable).

12.3. Waiver of Partition Rights. The Unit Owners waive all rights to partition their Unit except as otherwise set forth herein.

12.4 Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the City Register's Office, the Unit Power of Attorney required under the Declaration.

12.5 Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease their Unit unless and until all unpaid Common Charges assessed against their Unit shall have been paid to the Board of Managers. However, such unpaid Common Charges can be paid out of the proceeds from the sale of a Unit or by the grantee. Further, a Unit Owner may convey their Unit and their Common Interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit. The provisions of this Section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

12.6. Gifts, etc. Any Unit Owner may convey or transfer their Unit by gift during their lifetime or devise their Unit by will or pass same by intestacy without restriction.

ARTICLE XIII AMENDMENTS

13.1. General. Except as otherwise stated in the Declaration and this Article XIII, these By-Laws may be altered, amended or added to at any duly called Unit Owners' meeting provided that: (1) the notice of the meeting shall contain a full statement of the proposed amendment; (2) the amendment shall be approved by Unit Owners representing sixty-seven percent (67%) by number, including Non-Residential Unit Owners, and if material in nature by fifty one (51%) percent of the Registered Mortgagees; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. Approval or consent to any change to the Declaration or these By-Laws by a Registered Mortgagee will be implied if the Registered Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. However, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interests of holders of a mortgage encumbering a Unit or Units, or adversely affect Declarant’s rights. Notwithstanding the foregoing, wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor’s Registered

Mortgage has not yet been satisfied.

13.2. Amendments Affecting Solely the Non-Residential Units or the Residential Units.

13.2.1 Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only Non-Residential Units, and/or Non-Residential Unit Owners, other than provisions restricting the use of such Unit, may be amended, modified or deleted by Non-Residential Unit Owners.

13.2.2 Any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Units, the Declarant or the Residential Unit Owners may be amended, modified or deleted by the Declarant or by a vote of sixty-seven percent (67%) of the Residential Unit Owners by number as applicable without the consent of the Board or the other Unit Owners. However, the Board of Managers shall cooperate with the Declarant's or Residential Unit Owner's efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

13.3. Amendments Requiring Additional Consent.

13.3.1 Any amendment to these By-Laws that would materially and adversely impact the rights and obligations of a Non-Residential Unit Owner, or the permitted use of a Non-Residential Unit shall require the consent of the Non-Residential Unit Owners.

ARTICLE XIV CONDEMNATION

14.1. General. In the event all or part of the General Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $100,000.00, and to the Board of Managers if the award is $100,000.00 or less.

14.1.1. Except as otherwise set forth herein, any award from such proceedings shall be distributed as follows:

(a) So much of the award as is applicable to General Common Elements, to the Unit Owners pro rata according to their respective Common Interests appurtenant to the Units owned by such Unit Owners.

(b) So much of the award as is applicable to irrevocably General Common Elements, to the Unit Owners having general use of such General Common Elements. Any change in the provisions of this Article shall not be valid unless a majority of the Registered Mortgagees approves such a change. Notwithstanding the foregoing, wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied.

14.1.2 For so long as Declarant remains the owner of a Residential Unit, in the event ten percent (10%) or less of the General Common Elements are taken in such condemnation or eminent domain proceedings, the distribution of any award shall be determined by the Declarant in its sole

discretion.

14.1.3 In such eminent domain or condemnation proceeding, the Board of Managers shall request that the award shall set forth the amount allocated to General Common Elements. In the event the award does not set forth such allocation, then the question of such allocation shall be submitted to arbitration in accordance with these By-Laws.

ARTICLE XV RECORDS AND AUDITS

15.1. Records. The Board or the Managing Agent shall keep detailed records of the actions of the Board of Managers, minutes of the meetings of the Board of Managers, minutes of the meetings of the Units Owners for whom the Board of Managers serves and financial records and books of account with respect to the activities of the Board of Managers, including a listing of all receipts and expenditures. In addition, the Board of Managers shall keep a separate account for each Unit, which among other things, shall contain the amount of each assessment of Common Charges made by the Board of Managers against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

15.2. Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Board of Managers to all Unit Owners and, if so requested, to any Registered Mortgagee. The cost of such report submitted by the Board of Managers shall be paid by the Unit Owners as a Common Charge.

15.3. Availability of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board of Managers and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE XVI ARBITRATION

16.1. Expedited Arbitration Procedure. Any disputes between a Non-Residential Unit Owner, and the Board, one or more Residential Unit Owners, and/or the Declarant, including a dispute over whether any matter under consideration is material or adverse, shall be subject to expedited arbitration before JAMS, Inc., a private alternative dispute resolution provider, ("JAMS") at the request of any Unit Owner as set forth in the By-Laws. By contrast, any disputes between the Declarant and Residential Unit Owners not involving a Non-Residential Unit shall not be submitted to arbitration but shall be settled in accordance with applicable law.

16.1.1 The parties to such dispute shall present the dispute to a single arbitrator (the "Arbiter") acceptable to both the disputing parties in their reasonable judgment in accordance with the rules of JAMS; provided, however, that if the parties fail to agree on an Arbiter within five (5) days following the commencement of such discussions, then either party may request JAMS to designate an Arbiter. In the event that JAMS is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one Arbiter appointed, on application of any party, by any justice of the highest appellate court located in the County of New York having jurisdiction over the matter. Such Arbiter shall be a lawyer or real estate owner, developer, or manager familiar who is impartial and has no existing or historical personal or

professional relationship with the parties or their affiliates, and has at least ten (10) years of experience with mixed-use condominium projects in New York. The parties shall use the option set forth in Rule 33 (Final Offer [or Baseball] Arbitration Option) of JAMS Comprehensive Arbitration Rules & Procedures.

16.1.2 A party ("Disputing Party") may submit a request for resolution of a dispute (a "Dispute") pursuant to the provisions of this Article by giving notice (a "Dispute Notice") of the Dispute to the other party to the Dispute (the "Other Disputing Party") and to the Arbiter, which Dispute Notice shall identify the provision of the Agreement at issue and shall specify in reasonable detail: (i) the nature of the dispute and the interpretation or decision requested; (ii) the party's proposal to resolve the dispute; and (iii) a written explanation of its position, together with any materials that it deems relevant for such purpose. Within five (5) business days after receiving the Dispute Notice, the Other Disputing Party may deliver to the Arbiter, with a copy of the Disputing Party, a written statement setting forth in reasonable detail: (i) its position with respect to the Dispute, together with any materials that it deems relevant for such purpose; and (ii) its proposal to resolve the Dispute. The Disputing Party and the Other Disputing Party shall each be entitled to present additional evidence and arguments to the Arbiter (in addition to the initial written statements described above) in accordance with procedures, if any, determined by the Arbiter, which procedures shall be implemented by the Arbiter so as to cause the time deadlines set forth below to be met.

16.1.3 All evidence and arguments must be presented to the Arbiter within five (5) business days after the expiration of the five (5) business day period (the "Dispute Deadline"). The Arbiter shall coordinate among the Disputing Party and the Other Disputing Party in order to arrange for a time or times to meet and present positions within the Dispute Deadline. The Disputing Party and the Other Disputing Party shall each make themselves available during such time, and if no mutually convenient time is agreed upon, each party shall be available during business hours on the day of the Dispute Deadline.

16.1.4 The Arbiter shall, in all events, render its decision by the later of (i) ten (10) business days after delivery of the written statement by the Other Disputing Party, or (ii) seven (7) business days after all evidence and arguments have been presented. The Arbiter shall issue a single written decision stating, in reasonable detail, the basis for its decision. The Arbiter shall allocate the costs related to the Dispute (including, without limitation, the costs of the arbitration, any expert witnesses and reasonable attorney's fees) between the Disputing Parties as it deems appropriate, and shall set forth such cost allocation in its decision. The Arbiter may not vary the terms of the Declaration or these By-Laws, and any decisions shall be subject to the limitations on liability and remedies as set forth in the Declaration and these By-Laws. The Arbiter's decision shall be conclusive and binding on all parties to the Dispute, and shall be confirmable in a court of competent jurisdiction.

16.2. Agreement by Parties. The parties to any dispute required or permitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of this Article with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE XVII MISCELLANEOUS

17.1. Insurance. Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in their Unit that will increase the insurance rates on their Unit or any other Unit or on the Common Elements.

17.2. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

17.3. Notice to Condominium. A Unit Owner who mortgages their Unit shall notify the Condominium through the Managing Agent, if any, or the President of the Board of Managers in the event there is no Managing Agent, of the name and address of their mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Units."

17.4. Notice of Unpaid Assessments. The Board of Managers shall, at the request of a Registered Mortgagee or a Unit Owner, report any unpaid assessments due from the Unit Owner of such Unit.

17.5. Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

17.6. Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

17.7. Depository. The Depository shall be a savings bank, a savings and loan association or a commercial bank or trust company designated by the Board of Managers to serve as Depository, provided all funds held by such Depository shall be held in New York City. In the event the Depository resigns or the Board of Managers wishes to replace it, the Board of Managers shall promptly appoint a new Depository in accordance with the terms of this Section. The Board of Managers shall pay the fees and disbursements of any Depository and such fees and disbursements shall constitute a Common Charge. The Depository shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Declarant's construction or permanent lender, and subject to the foregoing requirements, such lender shall be the Depository until its release of all Units from the lien of its mortgage.

17.8. Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee or, with the consent of Declarant or its designee, any transferee of some or all then Unsold Units then owned by Declarant or its designee as the case may be. Subject to the foregoing, Declarant and its designee shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

17.9. Covenant of Further Assurances.

17.9.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board of Managers, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By- Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

17.9.2 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgement or delivery, and to the Board of Managers, stating the reasons why such Unit Owner, Board or other party refuses to execute, acknowledge or deliver such instruments or take such action, then the Board of Managers which represents such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party.

17.9.3 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or its designee, or (ii) to deliver a written notice to Declarant or its designee, as applicable, and to the Board of Managers stating the reasons why such Unit Owner, the Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or take such action, in the name of such Unit Owner, the board or other party and such document or action shall be binding on such Unit Owner, the Board or other party, as the case may be.

17.10. First Mortgagee's Rights Confirmed. No provision of the Declaration or these By-Laws gives a Unit Owner or any other party priority over any rights of the first mortgagee of the Condominium Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the Residential Units and the conduct of all residents thereof:

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

2. The Common Elements and the Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner, except as may be provided for herein.

3. Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

4. Every Unit Owner must perform promptly all maintenance and repair work to its own Unit, which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which its Unit forms a part, such Unit Owner being expressly responsible for the damages and liabilities that its failure to do so may engender. All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations, shall be at the Unit Owner's expense.

5. No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of their Unit.

6. Each Unit Owner shall keep their Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof, any dirt or other substance.

7. Nothing shall be installed in or be projected from any window, balcony or wall of the Building by a Unit Owner without similar approval.

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

9. No Unit Owner shall make or permit any disturbing noises in their Unit or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Units Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a CD player, radio or television set or other loud speaker in such Owner's Unit between the hours of 12:00 midnight and the following 7:00 A.M. if the same shall disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the follow 9:00 A.M.

10. No garments, rugs or similar items shall be hung from the windows or from any other part of the Building or balconies or terraces or clotheslines strung on or over the Common Elements (including any irrevocably restricted areas).

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

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

13. No Unit Owner shall leave any personal property (i.e., bicycles, carriages, etc.) to be left in the hallways, corridors, lobby or other common areas.

14. No one shall ride bicycles, mopeds or skateboards on any portion of the Common Elements.

15. Every Unit Owner shall comply with the recycling laws of the City of New York or any other governmental entity having jurisdiction thereof.

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

SCHEDULE D TO THE DECLARATION OF THE CONDOMINIUM

The 10 Lenox Avenue Condominium
10 Lenox Avenue
New York, NY
New York County

TAX BLOCK 1594

BUDGET ALLOCATION

THE 10 LENOX AVENUE CONDOMINIUM

OFFERING PLAN

CERTIFICATIONS

CERTIFICATION BY SPONSOR

10 Lenox Development Ventures LLC
105 Central Avenue, Brooklyn, NY 11206

Dated: 4/19/2018

New York State Department of Law
Real Estate Finance Bureau
120 Broadway, 23rd Floor
New York, NY 10271

Re: The 10 Lenox Avenue Condominium
10 Lenox Avenue, New York, New York 10026

The undersigned certifies as follows:

We are the Sponsor and the Principals of Sponsor of the Condominium offering for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 and such other laws and regulations as may be applicable.

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

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

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

(iii) not omit any material fact;

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

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

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

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

(a) knew the truth;

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

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

(d) did not have knowledge concerning the representations or statements made.

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

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this certification as of the date first above written.

SPONSOR:

10 LENOX DEVELOPMENT VENTURES LLC

By: _____
Name: Shlomo Avdoo
Title: Principal

Sworn to me this 20th day

of April, 2018

_____
Notary Public

MARY ELIZABETH ORIORDAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01OR6360113
Qualified in New York County
My Commission Expires 06-12-2021

PRINCIPAL:

_____
Shlomo Avdoo

Sworn to me this 20th day

of April, 2018

_____
Notary Public

MARY ELIZABETH ORIORDAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01OR6360113
Qualified in New York County
My Commission Expires 06-12-2021

BRENT M. PORTER , ARCHITECT AND ASSOCIATES

166 St. James Place, Brooklyn, NY 11238 718-789-5426 FAX: 718-622-3444

CERTIFICATION BY SPONSOR'S ARCHITECT

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, NY 100005
Attn: Real Estate Finance Bureau

Re: **THE 10 LENOX AVENUE CONDOMINIUM**
10 Lenox Avenue, New York, New York 10026

The undersigned certifies as follows:

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "**Report**"). We inspected the existing portions of the property, if any, on Augusst 2018 and we examined the building plans and specifications that were prepared by Issac & Stern, P.C. and are to be submitted to the NYC Department of Buildings on 6/12/2017, and prepared the Report dated August 14 2018 a copy of which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

The undersigned is a registered architect in the State in which the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the

entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon the completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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

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

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

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

i. knew the truth;
ii. with reasonable effort could have known the truth;
iii. made no reasonable effort to ascertain the truth; or
iv. did not have knowledge concerning the representation or statement made.

We further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my firm's compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

[SIGNAGURE PAGE TO FOLLOW]

BRENT M. PORTER , ARCHITECT AND ASSOCIATES

166 St. James Place, Brooklyn, NY 11238 718-789-5426 FAX: 718-622-3444

Brent M. Porter

Brent M. Porter

Seal



Sworn to before me this

___9___ day of January 2019

Notary Public

MARTIN AUSTIN DAVID
Notary Public, State of New York
Registration #01MA6341019
Qualified In Suffolk County
Commission Expires May 2, 2020

Choice New York Management

254 West 31st, 6th Floor, New York, NY 10001| 212 982 3600

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET FOR THE

FIRST YEAR OF CONDOMINIUM OPERATION

4/23/2018

New York State Department of Law
Real Estate Finance Bureau
120 Broadway – 23rd Floor
New York, New York 10271

Re: 10 Lenox Avenue, New York, NY 10026

The undersigned certify as follows:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to prepare the Schedule B and Schedule B-1, which includes projections of income and expenses for the first year of condominium operation. Our experience in this field includes the management of real estate properties in New York. We currently manage approximately 90 properties, comprising approximately 2000 residential and commercial units. We have 8 years experience as an expert in this field.

I 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 Schedule B and B-1.

I have reviewed the Schedules and investigated the facts set forth in the Schedules, and the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience in managing residential buildings.

I certify that the projections in Schedule 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.

I/We certify that the Schedules:

(i) set forth in detail the projected income and expenses 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 first year of condominium operation;

(iii) do not omit any material fact;

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

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

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

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

(a) knew the truth;

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

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

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

I further certify that I are not owned or controlled by the Sponsor. I 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 or perjury for the benefit of all persons to whom this offer is made.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Sworn to before me this
23rd day of April, 2018

Notary Public

JENNIFER VANESSA ROPER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6355700
Qualified in Queens County
My Commission Expires 03-13-2021

By: _____

Adam Lichtenstein Managing Member



Choice New York Management

254 West 31st, 6th Floor, New York, NY 10001| 212 982 3600

CERTIFICATION BY EXPERT ON ADEQUACY OF COMMON

CHARGES PAYABLE BY THE OWNERS OF THE RETAIL UNITS

FOR THE

FIRST YEAR OF CONDOMINIUM OPERATION

4/23/2018

New York State Department of Law
Real Estate Finance Bureau
120 Broadway – 23rd Floor
New York, New York 10271

Re: 10 Lenox Avenue, New York, NY 10026

The undersigned certify as follows:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to prepare the Schedule B which includes projections of common charges payable by the owners of the retail units. Our experience in this field includes the management of real estate properties in New York. We currently manage approximately 90 properties, comprising approximately 2000 residential and commercial units. We have 8 years experience as an expert in this field.

I 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 retail units listed in Schedule B.

I have reviewed the Schedule as it impacts upon the retail units and investigated the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on our experience in managing residential buildings.

I certify that the projections in Schedule B for common charges payable by the owners of the retail units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such retail unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the retail units also reflects special or exclusive use or availability or exclusive control of particular common areas.

I/We certify that the estimates in Schedule B for the common charges payable by the owners of the retail units:

(i) set forth in detail the projected common charges for the retail unit(s) for the first year of condominium operation;



(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning common charges payable by the owners of the retail units;

(iii) do not omit any material fact;

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

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

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

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

(a) knew the truth;

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

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

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

I further certify that I are not owned or controlled by the Sponsor. I understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the retail units for the first year of Condominium operation. This certification is made under penalty or perjury for the benefit of all persons to whom this offer is made.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Sworn to before me this
23rd day of April, 2018

Notary Public

By: _____

Adam Lichtenstein Managing Member

JENNIFER VANESSA ROPER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6355700
Qualified in Queens County
My Commission Expires 03-13-2021