TENTH AMENDMENT TO ORIGINAL PLAN

NINTH AMENDMENT

TO THE

AMENDED AND RESTATED CONDOMINIUM OFFERING PLAN

BLOOM ON FORTY FIFTH

500 WEST 45TH STREET
NEW YORK, NEW YORK

Dated:

TENTH AMENDMENT TO THE ORIGINAL PLAN

NINTH AMENDMENT
TO THE
AMENDED AND RESTATED CONDOMINIUM OFFERING PLAN
BLOOM ON FORTY FIFTH

The amended and restated condominium offering plan for the premises located at 500 West 45th Street, New York, New York, dated May 1, 2020, as amended by the First Amendment to the amended and restated plan dated October 27, 2021, the Second Amendment to the amended and restated plan dated December 22, 2021, the Third Amendment to the amended and restated plan dated February 14, 2022, the Fourth Amendment to the amended and restated plan dated March 21, 2022, the Fifth Amendment to the amended and restated plan dated June 29, 2022, the Sixth Amendment to the amended and restated plan dated September 7, 2022, the Seventh Amendment to the amended and restated plan dated November 17, 2023, and the Eighth Amendment to the amended and restated plan dated January 17, 2024 (collectively, the "Plan"), is hereby further amended as follows:

The terms of this Ninth Amendment are as follows:

I. ORIGINAL SPONSOR

As disclosed in the Eight Amendment, on January 7, 2024, Hudson 888 Owner LLC, (the "Original Sponsor") filed a petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The case number is 24-10021. On October 11, 2024, the Bankruptcy Court signed the order confirming the plan of reorganization of Original Sponsor in which Original Sponsor agreed, among other things, to the transfer title to fifty two (52) Unsold Units to DOF II-Bloom Resi Owner LLC. As of the Acquisition Date (as hereafter defined) Original Sponsor retains title to the Non-Residential Units which are not offered for sale pursuant to the Plan.

Original Sponsor shall be responsible for all obligations related to the construction of the Building performed by or on behalf of the Original Sponsor. Original Sponsor shall not be liable for: (i) any inaccurate or incomplete disclosure or misrepresentations made by Successor-Sponsor in any amendment to the Plan, and (ii) any failure of Successor-Sponsor to comply with the terms of the Plan and any amendments thereto.

Original Sponsor shall retain those certain Declarant rights as set forth in the Declaration and By-Laws and any amendments thereto. A copy of the First Amendment to the Declaration is attached hereto as **Exhibit G**.

II. SUCCESSOR-SPONSOR

On October 15, 2024 (the "Acquisition Date"), the Original Sponsor conveyed title to the fifty-two (52) Unsold Units listed on **Exhibit D** attached hereto ("Successor-Sponsor Units") to DOF II-Bloom Resi Owner LLC (the "Successor-Sponsor"). The conveyance of the Successor-Sponsor Units is referred herein as the "Transaction." In connection with the Transaction, Original Sponsor: (i) designated Successor-Sponsor as a "Sponsor", "Unsold Unit Owner" and "Declarant" under the Plan and the Amended and Restated Declaration (as further amended), which Declaration was recorded in the City Register's Office on February 24, 2022, under CRFN 202200082769 (the "Declaration") with respect to the Successor-Sponsor Units, and (ii) assigned to Successor-Sponsor all of Sponsor's rights under the Plan and Declaration with respect to the Successor-Sponsor Units. Accordingly, Successor-Sponsor is a "Sponsor" under the Plan, but only with respect to: (i) the Successor-Sponsor Units, and (ii) representations or disclosures made by Successor-Sponsor in amendments to the Plan filed by Successor-Sponsor following the Acquisition Date. Furthermore, with respect to the Successor-Sponsor Units, Successor-Sponsor's liability is limited only to those activities or obligations arising out of or related to the Successor-Sponsor Units after the Acquisition Date and not related to any activities or obligations arising out of or related to any previously sold Residential Units or remaining Unsold Units in the Building owned by Original Sponsor. Successor-Sponsor is not a Sponsor under the Plan with respect to any portions of the Condominium other than the Successor-Sponsor Units.

Purchasers who purchase a Successor-Sponsor Unit after the Acquisition Date may not rely upon any representations or disclosures made by Original Sponsor in the Plan or in any amendment to the Plan filed by Original Sponsor either before or after the Acquisition Date.

III. IDENTITY OF PARTIES

A. Successor-Sponsor

The Successor-Sponsor is DOF II-Bloom Resi Owner LLC, a Delaware limited liability company with an address of 56 West 22nd Street, 10th Floor, New York, New York 10010. The Successor-Sponsor is the successor-sponsor for the Successor-Sponsor Units only. The principal of Successor-Sponsor is Neil Ellner. Successor-Sponsor and Mr. Ellner have extensive real estate experience with residential and commercial properties in New York and Florida.

Neither Successor-Sponsor nor its principal have any felony convictions. Neither Successor-Sponsor nor its principal have any injunctions, bankruptcies, indictments or judgments which are material to the Plan or an offering of securities generally during the past fifteen (15) years. There is no other individual who owns or controls a 10% or more equity interest in Successor-Sponsor with any felony convictions. There is no other individual who owns or controls a 10% or more equity interest in Successor-Sponsor with any convictions, injunctions,

bankruptcies, indictments or judgments which are material to the Plan or an offering of securities generally during the past fifteen (15) years.

Neither the Sponsor nor principal of the Sponsor have taken part in any real estate syndications of securities consisting of participation interest or investments in real estate, including limited partnership interests, or private or public offerings of cooperative interest in realty including condominiums in or from the state of New York during the preceding five years.

Successor-Sponsor disclaims, (i) any and all disclosures and representations made be Original Sponsor in the Plan, and (ii) any failure of the Original Sponsor to comply with the terms of the Plan.

Successor-Sponsor shall not have any liability to existing or future Unit Owners, or the Condominium, in connection with any claims, causes of action, suits, demands of any kind or character (each, a "Claim"), if such Claim resulted from a violation of the Martin Act by Original Sponsor or principals of Original Sponsor.

A copy of the certification of Successor-Sponsor and its principal is attached hereto as **Exhibit A**.

B. Selling Agent

Triumph Property Group, having a business office at 56 West 22nd Street, 10th Floor, New York, New York 10010 is the Selling Agent retained by Successor-Sponsor in connection with the offering of the Successor-Sponsor Units. Selling Agent is a licensed real estate broker whose principals have been engaged in the sale of real estate for many years. Some of those properties include: 181 Sullivan, The Hendrik, 98 Front and Prospect 906 Place.

Selling Agent and its principals have no prior felony convictions. During the past fifteen (15) years, there were no prior convictions, injunctions or judgments against Selling Agent or any of its principals that may be material to this Plan or to an offering of securities generally. Selling Agent has no relationship including a financial relationship, past or present, to the Successor-Sponsor or the principals of Successor-Sponsor.

C. Attorneys for Successor-Sponsor

Successor-Sponsor has retained the law firm of Holland & Knight LLP, having an office at 787 Seventh Avenue, New York, New York 10019 to represent it in connection with the offering of the Successor-Sponsor Units Plan. Holland & Knight LLP will serve as Escrow Agent and will represent Successor-Sponsor in connection with matters relating to Successor-Sponsor Unit Closings.

The Escrow Agent has no relationship, including a financial relationship, past or present, to the Successor-Sponsor or the principals of Successor-Sponsor.

IV. OFFER TO SELL SUCCESSOR-SPONSOR UNITS

Successor-Sponsor hereby offers for sale, the Successor-Sponsor Units it owns as set forth in "Schedule A - Purchase Prices and Related Information" annexed hereto as **Exhibit C** at the purchase prices set forth therein and on such other terms set forth below. The Successor-Sponsor Units are being offered in accordance with the terms, conditions and disclosures set forth in this Amendment and the Plan, as amended.

V. WAIVER OF COMMON CHARGES

The Waiver Period remains in effect. During the period that Unit Owners' Common Charges are being waived, Successor-Sponsor shall be liable for and shall pay all operating expenses for the Condominium.

VI. BUDGET; OFFERING PRICES AND RELATED INFORMATION

The 2023 Schedule B, Budget disclosed in the Seventh Amendment (Eighth Amendment to the Original Plan) for the Condominium remains in effect. The certifications of budget are attached hereto as **Exhibit B**. Annexed hereto as **Exhibit C** is the "Schedule A-Offering Prices and Related Information" with the current pricing for the Successor-Sponsor Units.

VII. CONDOMINIUM BOARD

The members of the Condominium Board are Neil Ellner, Greg Freedman and Sheng Zhang. Sheng Zhang is affiliated with the Original Sponsor and Neil Ellner and Greg Freedman are affiliated with Successor-Sponsor. The business address of Sheng Zhang is 150 East 52nd Street, Suite 6002, New York, New York 10022. The business address of Neil Ellner and Greg Freedman is 56 West 22nd Street, 10th Floor, New York, New York 10010. The First Annual Meeting of Unit Owners has not yet been held. Pursuant to the Plan, the Initial Control Period shall end the earlier to occur of: (i) the closing of title by Sponsor or its designees of all the Residential Units or (ii) five (5) years after the First Closing.

VIII. SUCCESSOR-SPONSOR FINANCIAL DISCLOSURES

The information set forth herein is a required disclosure of all offering plans for buildings in which the sponsor owns more than ten percent (10%) of the units:.

The information set forth below is current as of October 22, 2024:

i. Successor-Sponsor currently owns fifty two (52) Unsold Residential Units as more particularly described on **Exhibit D** attached hereto.

ii. The real estate taxes have been separately assessed for the Successor-Sponsor Units. The monthly real estate taxes for the Unsold Units is approximately $82,477.61. Successor-Sponsor is current on its payment of real estate taxes for the Unsold Units.

iii. The Successor-Sponsor Units are encumbered by a mortgage held by Maxim Credit

Group, LLC having an address of 600 Madison Avenue, 17th Floor, New York, New York 10022. The total loan amount is $40,547,655.88, the maturity date is April 26, 2025 and the monthly payments are interest only payments, plus a $10,000.00 servicing fee.

iv. There are zero (0) Unsold Units occupied by tenants.

v. There is currently no pending litigation against Successor-Sponsor that would affect Successor-Sponsor's ability to meet its obligations under the Plan.

vi. Neither the Successor-Sponsor nor the principal of Successor-Sponsor is involved in any other effective cooperative or condominium offering in the State of New York and does not own 10% or more of the Unsold Residential Units or unsold shares in any building.

vii. Successor-Sponsor anticipates that Successor-Sponsor will fund its financial obligations for the Unsold Units through financial distributions from Successor-Sponsor's parent company and affiliate companies.

IX. FINANCIAL STATEMENTS

A copy of the financial statements for the periods ending March 2023 and March 2024 are attached hereto as **Exhibit E**.

X. ESCROW ACCOUNT

The Escrow Agent has established a master escrow account at JP Morgan Chase (the "Bank") at its branch located at 270 Park Avenue, New York, New York entitled "Holland & Knight LLP – Bloom on Forty Fifth, Escrow Account" or similar name (the "Master Escrow Account"). All deposits made by Purchasers prior to the Closing of each individual transaction will be placed in the Escrow Account.

The attorneys who are signatories on this account authorized to withdraw funds are: Stuart M. Saft, Renee I. Covitt, Joshua Berengarten, Neil N. Beaton, Michael J. Frevola, Christopher G. Kelly, Sean C. Sheely, Arthur E. Rosenberg, Vincent J. Foley, R. Scott Johnson, Lance Myers and Christopher R. Nolan. 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 Successor-Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

XI. REVISED PURCHASE AGREEMENT

A copy of the Purchase Agreement for Successor-Sponsor is attached hereto as **Exhibit F**.

Successor-Sponsor reserves the right, in its sole discretion, to negotiate, with each individual purchaser, the terms and conditions of the Successor-Sponsor purchase agreement, including, but not limited to, purchase price; the amount of down payment; financing and other contingencies;

renovations and repairs to the Successor-Sponsor Units and/or credits therefor and extensions of time periods within which to perform obligations under the Successor-Sponsor purchase agreement. Successor-Sponsor reserves the right from time to time to add/or delete negotiable terms for all or some Purchasers. No Purchaser shall benefit from any terms and conditions negotiated with any other Purchaser and a Purchaser's failure to so benefit will not give rise to any rights of rescission under a Successor-Sponsor purchase agreement.

XII. DEFINITIONS

All capitalized terms not expressly defined in this Ninth Amendment shall have the meanings given to them in the Plan, as amended.

XIII. EFFECTIVE PERIOD FOR USING THE PLAN IS EXTENDED

This Amendment extends the term of the Plan.

XIV. NO OTHER MATERIAL CHANGES

Except as set forth in this Ninth Amendment, there are no other material changes to the Plan.

SUCCESSOR-SPONSOR:

DOF II-BLOOM RESI OWNER LLC

EXHIBIT A

CERTIFICATION BY SUCCESSOR-SPONSOR AND ITS PRINCIPAL

CERTIFICATION OF SPONSOR AND PRINCIPALS

October 15, 2024

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

Re: Bloom on Forty Fifth
500 West 45th Street
New York, New York 10036

The undersigned hereby certify as follows:

We are the successor sponsor and the principals of successor sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of article 23-A of the General Business Law, the regulations promulgated by the Department of Law in 13 NYCRR Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification.

We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I/we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

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.

Subscribed and sworn to before me this
15th day of October, 2024

Angella C. Fraser
Notary Public

ANGELLA C. FRASER
NOTARY PUBLIC, State of New York
No. 01FR6226011
Qualified in Queens County
Commission Expires 08/02/2026

SUCCESSOR SPONSOR:

DOF II-BLOOM RESI OWNER LLC

By: _____
Name: Neil Ellner
Title: Principal

SPONSOR'S PRINCIPAL:

Subscribed and sworn to before me this
15th day of October, 2024

Angella C. Fraser
Notary Public

ANGELLA C. FRASER
NOTARY PUBLIC, State of New York
No. 01FR6226011
Qualified in Queens County
Commission Expires 08/02/2026

_____
Neil Ellner

EXHIBIT B

CERTIFICATION BY SUCCESSOR-SPONSOR'S BUDGET EXPERT

FirstService
RESIDENTIAL

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

October 17, 2024

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

Re: **Bloom on Forty Fifth**
500 West 45th Street, New York, New York

To Whom it May Concern:

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedules B and review Schedule B-1 (collectively, "Schedules") containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes: the management of over 250 cooperatives, condominiums, and residential rental properties over the course of 25 years.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule B.

We have reviewed Schedule B and investigated the facts set forth in Schedule B and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedule:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation, and the projected budget for individual energy costs;

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(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond the reasonable expectation or unwarranted by existing circumstances; (vii) does not contain any representation or statement which is false where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Penal Law and Penal Law.

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Very truly yours,

FirstService Residential New York, Inc.

By: _____
Name: Marc Kotler
Title: President
New Development Group

Sworn to before me this
17th day of October, 2024

_____
Notary Public

Tanya S. Goodwine
Notary Public, State of New York
Registration No. 01GO6443814
Qualified in New York County
Commission Expires November 14, 2024

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CERTIFICATION BY EXPERT ON ADEOUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER

October 17, 2024

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

Re: Bloom on Forty Fifth
500 West 45th Street, New York, New York

To Whom it May Concern:

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B and the footnotes thereto, which includes projections of common charges payable by the owner of the commercial unit FirstService Residential New York, Inc. has been engaged in the management of over 250 condominium, cooperative and residential rental properties for a period in excess of 25 years, many of which contain commercial property.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit listed in Schedule B.

We have reviewed the Schedule as it impacts on the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for common charges payable by the owner of the commercial unit appears reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

575 Fifth Avenue | New York, NY 10017
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www.fsresidential.com

We certify that the estimates in Schedule B for the common charges payable by the owners of the commercial unit:

(i) set forth in detail the projected common charges for the commercial units for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial unit;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond the reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial unit for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Penal Law.

[Signature page to follow]

Very truly yours,

FirstService Residential New York, Inc.

By: _____
Name: Marc Kotler
Title: President
New Development Group

Sworn to before me this
17th day of October, 2024

_____
Notary Public

Tanya S. Goodwine
Notary Public, State of New York
Registration No. 01GO6443814
Qualified in New York County
Commission Expires November 14, 2026

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EXHIBIT C

SCHEDULE A-OFFERING PRICES AND RELATED INFORMATION

Bloom on Forty Fifth (500 West 45th Street), New York, NY 10036
Schedule A Offering Prices & Other Related Information

Unit	Bedroom	Bath	Approximate Square Footage	Approximate Terrace Square Footage	Offering Price	Percentage of Common Interest Including Retail Unit	Proportionate Share of Aggregated Residential Common Interest	Projected Monthly Common Charges	Projected Annual Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges & Real Estate Taxes
201	1BR	1BA	777 SF	200 SF	$ 1,685,000	0.74%	1.10%	$ 1,302.82	$ 15,633.87	$ 1,714.34	$ 20,572.04	$ 3,017.16
202	1BR	1BA	716 SF		$ 1,395,000	0.64%	0.95%	$ 1,125.16	$ 13,501.98	$ 1,479.85	$ 17,758.24	$ 2,605.02
203	0BR	1BA	439 SF		$ 695,000	0.40%	0.58%	$ 686.94	$ 8,243.31	$ 926.66	$ 11,119.92	$ 1,613.60
205	0BR	1BA	445 SF		$ 695,000	0.40%	0.59%	$ 698.79	$ 8,385.44	$ 924.91	$ 11,098.92	$ 1,623.70
206	0BR	1BA	445 SF		$ 695,000	0.40%	0.59%	$ 698.79	$ 8,385.44	$ 924.91	$ 11,098.92	$ 1,623.70
207	1BR	1BA	640 SF		$ 975,000	0.58%	0.85%	$ 1,006.73	$ 12,080.72	$ 1,341.12	$ 16,093.48	$ 2,347.85
208	2BR	2BA	1,112 SF		$ 2,085,000	1.00%	1.48%	$ 1,752.89	$ 21,034.66	$ 2,312.28	$ 27,747.32	$ 4,065.17
210	2BR	2.5BA	1,137 SF	262 SF	$ 2,282,500	1.08%	1.60%	$ 1,895.01	$ 22,740.18	$ 2,497.25	$ 29,967.04	$ 4,392.27
211	2BR	2BA	1,033 SF	325 SF	$ 2,282,500	1.00%	1.48%	$ 1,752.89	$ 21,034.66	$ 2,312.28	$ 27,747.32	$ 4,065.17
221	1BR	1BA	777 SF	200 SF	$ 1,685,000	0.74%	1.10%	$ 1,302.82	$ 15,633.87	$ 1,714.34	$ 20,572.04	$ 3,017.16
222	1BR	1BA	715 SF		$ 1,402,500	0.64%	0.95%	$ 1,125.16	$ 13,501.98	$ 1,479.85	$ 17,758.24	$ 2,605.02
226	1BR	1BA	633 SF		$ 985,000	0.57%	0.84%	$ 994.88	$ 11,938.59	$ 1,317.99	$ 15,815.92	$ 2,312.88
227	2BR	2BA	1,112 SF		$ 2,095,000	1.00%	1.48%	$ 1,752.89	$ 21,034.66	$ 2,316.67	$ 27,800.08	$ 4,069.56
229	2BR	2.5BA	1,137 SF	262 SF	$ 2,282,500	1.08%	1.60%	$ 1,895.01	$ 22,740.18	$ 2,330.59	$ 27,967.04	$ 4,225.60
230	2BR	2BA	1,033 SF	325 SF	$ 2,282,500	1.00%	1.48%	$ 1,752.89	$ 21,034.66	$ 2,316.67	$ 27,800.08	$ 4,069.56
302	1BR	1BA	716 SF		$ 995,000	0.64%	0.95%	$ 1,125.16	$ 13,501.98	$ 1,482.67	$ 17,792.00	$ 2,607.83
305	0BR	1BA	445 SF		$ 725,000	0.40%	0.59%	$ 698.79	$ 8,385.44	$ 924.91	$ 11,098.92	$ 1,623.70
309	1BR	1BA	590 SF		$ 1,162,300	0.53%	0.78%	$ 923.82	$ 11,085.84	$ 1,225.51	$ 14,706.12	$ 2,149.33
311	2BR	2BA	1,033 SF		$ 1,495,000	0.93%	1.37%	$ 1,622.61	$ 19,471.28	$ 2,150.42	$ 25,805.00	$ 3,773.02
322	1BR	1BA	716 SF		$ 1,407,500	0.64%	0.95%	$ 1,125.16	$ 13,501.98	$ 1,479.85	$ 17,758.24	$ 2,605.02
326	1BR	1BA	633 SF		$ 1,235,000	0.57%	0.84%	$ 994.88	$ 11,938.59	$ 1,317.99	$ 15,815.92	$ 2,312.88
330	2BR	2BA	1,033 SF		$ 1,495,000	0.93%	1.37%	$ 1,622.61	$ 19,471.28	$ 2,150.42	$ 25,805.00	$ 3,773.02
501	1BR	1BA	777 SF		$ 1,475,000	0.70%	1.03%	$ 1,219.92	$ 14,638.99	$ 1,621.67	$ 19,460.00	$ 2,841.58
502	1BR	1BA	716 SF		$ 1,407,500	0.64%	0.95%	$ 1,125.16	$ 13,501.98	$ 1,482.67	$ 17,792.00	$ 2,607.83
503	0BR	1BA	439 SF		$ 775,000	0.40%	0.58%	$ 686.94	$ 8,243.31	$ 924.91	$ 11,098.92	$ 1,611.85
505	0BR	1BA	445 SF		$ 775,000	0.40%	0.59%	$ 698.79	$ 8,385.44	$ 926.66	$ 11,119.92	$ 1,625.45
506	0BR	1BA	445 SF		$ 775,000	0.40%	0.59%	$ 698.79	$ 8,385.44	$ 924.91	$ 11,098.92	$ 1,623.70
508	2BR	2BA	1,112 SF		$ 2,110,000	1.00%	1.48%	$ 1,752.89	$ 21,034.66	$ 2,316.74	$ 27,800.89	$ 4,069.63
511	2BR	2BA	1,033 SF		$ 1,650,000	0.93%	1.37%	$ 1,622.61	$ 19,471.28	$ 2,154.50	$ 25,854.04	$ 3,777.11
521	1BR	1BA	777 SF		$ 1,432,500	0.70%	1.03%	$ 1,219.92	$ 14,638.99	$ 1,621.67	$ 19,460.00	$ 2,841.58
526	1BR	1BA	633 SF		$ 1,242,500	0.57%	0.84%	$ 994.88	$ 11,938.59	$ 1,317.99	$ 15,815.92	$ 2,312.88
530	2BR	2BA	1,033 SF		$ 1,650,000	0.93%	1.37%	$ 1,622.61	$ 19,471.28	$ 2,150.42	$ 25,805.00	$ 3,773.02
602	1BR	1BA	716 SF		$ 1,417,500	0.64%	0.95%	$ 1,125.16	$ 13,501.98	$ 979.85	$ 11,758.24	$ 2,105.02
603	0BR	1BA	439 SF		$ 935,000	0.40%	0.58%	$ 686.94	$ 8,243.31	$ 924.91	$ 11,098.92	$ 1,611.85
605	0BR	1BA	445 SF		$ 935,000	0.40%	0.59%	$ 698.79	$ 8,385.44	$ 924.91	$ 11,098.92	$ 1,623.70
606	0BR	1BA	445 SF		$ 935,000	0.40%	0.59%	$ 698.79	$ 8,385.44	$ 924.91	$ 11,098.92	$ 1,623.70
608	2BR	2BA	1,111 SF		$ 2,130,000	1.00%	1.47%	$ 1,741.04	$ 20,892.54	$ 2,312.27	$ 27,747.20	$ 4,053.31
610	2BR	2BA	992 SF		$ 1,972,500	0.89%	1.32%	$ 1,563.39	$ 18,760.65	$ 2,057.91	$ 24,694.96	$ 3,621.30
621	1BR	1BA	777 SF		$ 1,442,500	0.70%	1.03%	$ 1,219.92	$ 14,638.99	$ 1,618.58	$ 19,423.00	$ 2,838.50
625	1BR	1BA	669 SF		$ 1,252,500	0.60%	0.89%	$ 1,054.10	$ 12,649.22	$ 1,389.99	$ 16,679.92	$ 2,444.10
626	1BR	1BA	633 SF		$ 1,252,500	0.57%	0.84%	$ 994.88	$ 11,938.59	$ 1,320.50	$ 15,846.04	$ 2,315.39
627	2BR	2BA	1,111 SF		$ 2,140,000	1.00%	1.47%	$ 1,741.04	$ 20,892.54	$ 2,312.28	$ 27,747.32	$ 4,053.32
629	2BR	2BA	992 SF		$ 1,950,000	0.89%	1.32%	$ 1,563.39	$ 18,760.65	$ 2,061.83	$ 24,741.96	$ 3,625.22
701	1BR	1BA	777 SF		$ 1,495,000	0.70%	1.03%	$ 1,219.92	$ 14,638.99	$ 1,618.58	$ 19,423.00	$ 2,838.50
702	1BR	1BA	716 SF		$ 1,432,500	0.64%	0.95%	$ 1,125.16	$ 13,501.98	$ 1,482.67	$ 17,792.00	$ 2,607.83
703	0BR	1BA	439 SF		$ 940,000	0.40%	0.58%	$ 686.94	$ 8,243.31	$ 926.66	$ 11,119.92	$ 1,613.60
705	0BR	1BA	445 SF		$ 940,000	0.40%	0.59%	$ 698.79	$ 8,385.44	$ 924.91	$ 11,098.92	$ 1,623.70
706	0BR	1BA	445 SF		$ 940,000	0.40%	0.59%	$ 698.79	$ 8,385.44	$ 924.91	$ 11,098.92	$ 1,623.70
707	1BR	1BA	640 SF		$ 1,250,000	0.58%	0.85%	$ 1,006.73	$ 12,080.72	$ 1,341.12	$ 16,093.48	$ 2,347.85
725	2BR	2BA	957 SF		$ 1,395,000	0.86%	1.27%	$ 1,504.17	$ 18,050.01	$ 1,988.55	$ 23,862.60	$ 3,492.72
726	2BR	2BA	1,113 SF		$ 2,160,000	1.00%	1.48%	$ 1,752.89	$ 21,034.66	$ 2,300.72	$ 27,608.58	$ 4,053.60
729	2BR	2BA	985 SF		$ 1,960,000	0.89%	1.31%	$ 1,551.54	$ 18,618.52	$ 2,057.92	$ 24,695.08	$ 3,609.47
52 UNITS			**39,574 SF**	**1,571 SF**	**$ 74,204,800**	**35.94%**	**53.05%**	**$ 62,831.58**	**$ 753,978.96**	**$ 82,477.61**	**$ 989,731.31**	**$ 145,309.19**

EXHIBIT D

SUCCESSOR-SPONSOR UNITS

SUCCESSOR-SPONSOR UNITS

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* super's unit

EXHIBIT E

FINANCIAL STATEMENTS ENDING MARCH 2023 AND MARCH 2024

Bloom on Forty Fifth Condominium
Financial Statements
March 31, 2024

Bloom on Forty Fifth Condominium
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March 31, 2024

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WilkinGuttenplan
CPAs & Advisors

Independent Auditors' Report

To the Board of Managers and Unit Owners of

Bloom on Forty Fifth Condominium

Opinion

We have audited the accompanying financial statements of Bloom on Forty Fifth Condominium (the "Condominium") which comprise the balance sheet as of March 31, 2024 and the related statements of revenues and expenses, changes in members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Condominium as of March 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Condominium and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of the Board of Managers for the Financial Statements

The Board of Managers (the "Board") is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Board is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Condominium's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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East Brunswick, NJ 08816
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New York, NY 10018
Tel: 212.247.9000

wgcpas.com

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

1. Exercise professional judgment and maintain professional skepticism throughout the audit.

2. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

3. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Condominium's internal control. Accordingly, no such opinion is expressed.

4. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the Board, as well as evaluate the overall presentation of the financial statements.

5. Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Condominium's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Disclaimer of Opinion on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the information on future major repairs and replacements on page 14 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of the Board about the methods of preparing the information and comparing the information for consistency with their responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



New York, New York

August 5, 2024

Bloom on Forty Fifth Condominium
Balance Sheet
March 31, 2024

Assets		
Cash and cash equivalents - operating	$	40,120
Cash and cash equivalents - working capital		61,519
Cash - deposits		500
Due from unit owners		24,339
Due from Sponsor - expenses (Notes 6 and 9)		23,003
Prepaid expenses		1,150
Total Assets	$	150,631
Liabilities and Members' Equity		
Liabilities		
Accounts payable and accrued expenses	$	40,498
Charges received in advance		23,348
Deposits payable		3,500
Total Liabilities		67,346
Commitment (Note 7)		
Members' Equity		83,285
Total Liabilities and Members' Equity	$	150,631

The accompanying notes are an integral part of these financial statements.

Bloom on Forty Fifth Condominium
Statement of Revenues and Expenses
For the Year Ended March 31, 2024

Revenues		
Sponsor subsidy	$	794,764
Interest income		624
Move in/out fees		300
Total Revenues		795,688
Expenses		
Payroll and Related		
Payroll		323,200
Employee benefits		31,804
Payroll taxes		28,497
Workers' compensation insurance		7,406
Other payroll costs		3,014
Total Payroll and Related		393,921
Maintenance, Repairs and Service Contracts		
HVAC repairs and maintenance		96,361
Elevator maintenance		47,460
Landscaping		20,130
General maintenance and repairs		14,146
Supplies and hardware		10,537
Window cleaning		10,343
Total Maintenance, Repairs and Service Contracts		198,977
Administrative		
Insurance		127,006
Management fees		53,473
Professional fees		13,563
Other administrative		6,475
Corporate taxes		1,349
Total Administrative		201,866
Total Expenses		794,764
Excess of Revenues over Expenses	$	924

The accompanying notes are an integral part of these financial statements.

Bloom on Forty Fifth Condominium
Statement of Changes in Members' Equity
For the Year Ended March 31, 2024

	Working Capital Contributions - Residential Units	Cumulative Surplus	Total Members' Equity
Balances - March 31, 2023	$ 73,422	$ 2,939	$ 76,361
Working Capital Contributions	6,000	-	6,000
Excess of Revenues over Expenses	-	924	924
Balances - March 31, 2024	$ 79,422	$ 3,863	$ 83,285

The accompanying notes are an integral part of these financial statements.

Bloom on Forty Fifth Condominium
Statement of Cash Flows
For the Year Ended March 31, 2024

Cash Flows from Operating Activities		
Excess of revenues over expenses	$	924
Adjustments to reconcile excess of revenues over expenses to net cash used in operating activities		
Changes in assets and liabilities		
Due from unit owners		102,368
Due from Sponsor - expenses		(43,604)
Prepaid expenses		(1,150)
Accounts payable and accrued expenses		(221,287)
Charges received in advance		4,435
Deposits payable		500
Net Cash Used in Operating Activities		(157,814)
Cash Flows from Financing Activities		
Working capital contributions		6,000
Net Decrease in Cash and Cash Equivalents		(151,814)
Cash and Cash Equivalents - Beginning of Year		253,953
Cash and Cash Equivalents - End of Year	$	102,139
Cash and cash equivalents - operating	$	40,120
Cash and cash equivalents - working capital		61,519
Cash - deposits		500
Cash and Cash Equivalents - End of Year	$	102,139

The accompanying notes are an integral part of these financial statements.

Note 1 Nature of Organization

Bloom on Forty Fifth Condominium (the "Condominium") is a condominium pursuant to Article 9-B of the Real Property Law of the State of New York. The purposes of the Condominium are to provide for the preservation of the values and amenities in the building, located at 500 West 45th Street in the borough of Manhattan, and for the maintenance of the common facilities. The Condominium consists of 91 residential units (inclusive of the resident manager's unit) and 5 retail units. The first unit closed on March 4, 2022. As of March 31, 2024, 33 residential units had been conveyed. In addition, the Sponsor had not yet conveyed the 5 retail units. Common charges were waived through March 31, 2024 and had not commenced as the date of the auditors' report of these financial statements. On January 7, 2024, the Sponsor filed for Chapter 11 bankruptcy. (See Notes 6 and 9)

Note 2 Summary of Significant Accounting Policies

Recently Adopted Accounting Pronouncements - Allowance for Credit Losses

In June 2016, the Financial Accounting Standards Board ("FASB") issued guidance (FASB ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through excess of revenues over expenses. What was previously identified as bad debt expense or allowance for doubtful accounts is now known as credit losses and allowance for credit losses. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Condominium that are subject to the guidance in FASB ASC 326 were receivables and money market accounts. The FASB delayed adoption of the standard for private entities until January 1, 2023. The Condominium adopted the standard effective April 1, 2023. The impact of the adoption was not considered material to the financial statements and primarily resulted in new/enhanced disclosures only.

Basis of Accounting

The financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The preparation of financial statements in conformity with GAAP requires the use of the accrual basis of accounting under which revenues are recognized when earned (rather than when the cash is received) and expenses are recognized when incurred (rather than when the cash is paid).

Estimates

The preparation of financial statements in conformity with GAAP requires the Condominium's Board of Managers (the "Board") to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 2 Summary of Significant Accounting Policies (Continued)

Cash and Cash Equivalents

Cash and cash equivalents includes cash and all highly liquid investments acquired with an original maturity of three months or less.

Cash - Deposits/Deposits Payable

Amounts included in cash - deposits and deposits payable represent monies collected by the Condominium to cover possible costs that may be incurred as a result of unit owner moves and alterations. These amounts are returned to unit owners, less the cost of any damages, after completion of the move or alteration.

Recognition of Assets

The Condominium's property and other common elements are owned by the unit owners in condominium form pursuant to the Declaration wherein each of the individual unit owners hold legal title to an undivided interest in property constituting the common elements. The use and disposition of these properties are restricted or governed by the Condominium's governing documents. Accordingly, no amounts related to these common elements are included on the accompanying balance sheet of the Condominium. The common elements generally consist of portions of the building not comprising the individual units.

Common Charges/Due from Unit Owners

The Condominium's unit owners will be subject to monthly common charges based upon the annual budget. The purpose of common charges will be to provide funds for operating expenses and reserves. Monthly common charges represent multiple performance obligations which, on a standalone basis, are not considered separate and distinct and, therefore, will be deemed to be a single performance obligation. Revenue will be recognized as the performance obligation is satisfied at transaction amounts expected to be collected. The performance obligation for common charges will be satisfied over time on a daily pro-rata basis using the input method. The Condominium will retain excess funds at the end of the period, if any, for use in future periods or as otherwise specified by the Condominium's governing documents.

Due from unit owners at the balance sheet date is stated at the amounts expected to be collected from unit owners. The Condominium treats uncollectible charges as credit losses. Methods, inputs, and assumptions used to evaluate when charges are considered uncollectible include close monitoring of outstanding balances by management, unit owner payment history of outstanding balances, and susceptibility to factors outside the Condominium's control. The Condominium's policy is to retain legal counsel and place liens on the units of owners who are delinquent based on the collection policy. It is the opinion of the Board that the Condominium will ultimately prevail against unit owners with delinquent balances and, accordingly, no allowance for credit losses was deemed necessary.

Note 2 Summary of Significant Accounting Policies (Continued)

Working Capital Contributions

Upon the initial acquisition of title to a unit, each new unit owner is required to pay a one-time, non-refundable working capital contribution equivalent to two months of the then current common charges. Working capital funds may be utilized at the Board's discretion, however, these funds cannot be utilized to reduce unit owner common charges while the Sponsor is in control of the Board. As of the date of the auditors' report of these financial statements, the Sponsor remained in control of the Board. Working capital contributions have been recorded directly to the statement of changes in members' equity in the accompanying financial statements.

Allocation of Revenues and Expenses

Upon commencement of common charges, the revenues and expenses of the Condominium will be allocated to the unit owners in accordance with the Declaration and By-laws. The Condominium's revenues and expenses will be allocated by a certain percentage for each unit type: the residential units and the retail units. Surpluses/deficits attributable to each unit type will be calculated and taken into account into future years' budgets.

Subsequent Events

The Board has evaluated subsequent events and transactions for potential recognition or disclosure through the date of the auditors' report, which is the date the financial statements were available to be issued.

Note 3 Concentration of Credit Risk/FDIC Insurance

The Condominium maintains cash balances at institutions insured by the Federal Deposit Insurance Corporation ("FDIC"). Cash and cash equivalents may, at times, exceed the federally insured limits. Condominium has not experienced any losses in such accounts as of the date of the auditors' report.

Note 4 Corporate Taxes

The Condominium is subject to taxation as a regular corporation for federal purposes. For the year ended March 31, 2024, no federal income taxes have been provided based on the excess of non-membership expenses over non-membership income.

The Condominium was formed pursuant to Article 9-B of the Real Property Law of the State of New York and is liable for New York State ("NYS") and New York City ("NYC") corporation business taxes. NYS and NYC calculate tax based on alternative tax bases, of which the applicable taxes have been recorded in the accompanying financial statements.

Note 4 Corporate Taxes (Continued)

The Condominium evaluates its tax provisions and accruals and believes that they are appropriate based upon current facts and circumstances. The Condominium's income tax returns are subject to examination by taxing authorities for a period of three years from the filing date of the tax returns. There are currently no tax examinations in progress.

Note 5 Future Major Repairs and Replacements/Reserves

The Condominium's governing documents do not require that funds be accumulated for future major repairs and replacements/reserves. However, upon the commencement of common charges, the annual budget provides for the accumulation of funds for future major repairs and replacements/reserves. Budgeted contributions to a reserve account will begin upon the commencement of common charges (see Note 6). Accumulated funds will be held in separate accounts and are generally not available for expenditures for normal operations.

Strategic Inspections, LLC, professional engineering consultants, conducted a study in February 2021, to estimate the remaining useful lives and the replacement costs of the components of common property. The study includes those components with an estimated remaining useful life within the Sponsor determined useful life guidelines for inclusion in the replacement schedule for purposes of determining annual funding. The estimates were based on the then current estimated replacement costs and were based upon construction drawings. An onsite inspection was not conducted. The table included in the unaudited supplementary information on future major repairs and replacements is based on the study.

The annual budget provides for funding for major repairs and replacements/reserves over the remaining useful lives of the components based on the study's estimates of the then current replacement costs. When common charges commence and replacement funds are needed to meet future needs for major repairs and replacements, the Board has the right to increase common charges, pass special assessments, borrow, or delay major repairs and replacements until funds are available. The effect on future common charges has not been determined at this time.

Note 6 Sponsor Subsidy/Due from Sponsor – Expenses

In accordance with the Offering Plan and amendments, the Sponsor waived common charges from the date of the first closing and common charges had not commenced as the date of the auditors' report of these financial statements. During this period, unit owner common charges are waived, and the Sponsor is responsible for the expenses of the Condominium. The Sponsor pays for certain expenses, including utilities, which were not reflected in the accompanying financial statements and will not be repaid to the Sponsor.

Note 6 Sponsor Subsidy/Due from Sponsor – Expenses (Continued)

The amount due from the Sponsor for these expenses at March 31, 2024, net of any payments made by the Sponsor to the Condominium, was reflected on the balance sheet in the accompanying financial statements and a summary of such activity is reflected below.

Due to Sponsor – expenses at March 31, 2023, net	$	(20,601)
Expenses incurred during year ended March 31, 2024		794,764
Payment to Sponsor for real estate taxes		184,800
Payments from Sponsor to Condominium		(717,903)
Insurance paid by Sponsor		(126,500)
Adjustment to prior years' expenses charged to Sponsor		(91,557)
Due from Sponsor - expenses at March 31, 2024, net	$	23,003

As of the date of the auditors' report of these financial statements, the Sponsor was current with payment of all funding requests for expenses.

The New York City Department of Finance (the "DOF") did not separately assess real estate taxes to each individual residential unit's tax lot until July 1, 2023. Accordingly, real estate taxes were assessed by the DOF in the aggregate for all units for the real estate tax year July 1, 2022 through June 30, 2023. In order to fulfill the obligation to the DOF, the Sponsor paid the real estate taxes directly to the DOF. During the year ended March 31, 2024, the Condominium assessed unit owners in order to reimburse the Sponsor. As real estate taxes are ultimately the responsibility of each individual unit owner, amounts assessed to unit owners, and amounts paid to the Sponsor as reimbursement of real estate taxes, have no effect on the accompanying statement of revenues and expenses. At March 31, 2024, amounts due from unit owners for real estate taxes totaled approximately $17,000 and were included in due from unit owners on the accompanying balance sheet. At March 31, 2024, amounts due to the Sponsor for real estate taxes totaled approximately $28,300 as reflected above.

On January 7, 2024, the Sponsor filed for Chapter 11 bankruptcy. See Note 9.

Note 7 Resident Manager's Unit/Commitment

In accordance with the Condominium's Offering Plan and Amendments, the Condominium is required to purchase residential unit 309 from the Sponsor to be designated as the resident manager's unit. The resident manager's unit is expected to be conveyed to the Board after all the residential units have been conveyed. The total projected purchase price of the resident manager's unit is approximately $1,237,000, inclusive of closing costs.

The Condominium expects to enter into two mortgages with the Sponsor to purchase the unit. One mortgage will be a 10-year mortgage, amortizing over a 30-year period, with an interest rate of 250 – 260 basis points over the 7-year United States Treasury rate. The interest rate will reset after the 7th year. The second mortgage will be a 10-year mortgage, amortizing over a 10-year period, with an interest rate of 250 – 260 basis points over the 7-year United States Treasury rate. The interest rate will reset after the 7th year.

The resident manager's unit had not been conveyed to the Condominium as the date of the auditors' report of these financial statements.

Note 8 Other Matter - Utilities

In accordance with the Offering Plan and the Condominium's governing documents, utilities expenses including electricity, gas/heat, and water/sewer are to be separately metered or sub-metered for the retail units. As of the date of this report, it has not been determined if all the metering, sub-metering, or related billing has been completed. In addition, as of the date of the auditors' report of these financial statements, the Condominium has not paid any utilities expenses as the costs have been paid by the Sponsor directly to the utility providers. Adjustments to utilities, if any, have not been quantified and will be recorded in the period determined, if necessary.

Note 9 Other Matter - Sponsor Bankruptcy

On January 7, 2024, the Sponsor filed for Chapter 11 bankruptcy. At March 31, 2024, the Sponsor had not yet conveyed 58 residential units and 5 retail units, comprising approximately 73% of the Condominium's common interest. Common charges had not yet commenced as of the date of the auditors' report of these financial statements. Upon the commencement of common charges, the Sponsor will be responsible for the monthly charges on all unsold units.

As of the date of the auditors' report of these financial statements, the Sponsor was current with payment of all funding requests for expenses. However, the ultimate impact, if any, of the Sponsor's bankruptcy filing on the Condominium was unknown as of the date of the auditors' report of these financial statements.

SUPPLEMENTARY INFORMATION

Bloom on Forty Fifth Condominium
Schedule of Information on Future Major Repairs and Replacements
March 31, 2024

Strategic Inspections, LLC, professional engineering consultants, conducted a study in February 2021 to estimate the remaining useful lives and the replacement costs of the components of common property. The study includes those components with an estimated remaining useful life within the Sponsor determined useful life guidelines for inclusion in the replacement schedule for purposes of determining annual funding. The estimates were based on the then current estimated replacement costs.

The following table is based on the study and presents significant information about the components of the common property.

	As of 2021 Study (Unaudited)	
Components	Estimated Remaining Useful Lives (Years)	Estimated Current Replacement Costs
Amenities	9-32	$ 1,178,535
Building exterior	8-27	1,259,497
Building interior	6-25	412,973
Mechanical	13-24	1,190,722
Other	14	18,931
Total		$ 4,060,658

EXHIBIT F

PURCHASE AGREEMENT

AGREEMENT

DOF II-BLOOM RESI OWNER LLC

Successor-Sponsor-Seller

TO

_____

Purchaser

UNIT NUMBER _____

BLOOM ON FORTY FIFTH
500 West 45th Street
NEW YORK, NEW YORK 10036

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UNIT NUMBER(S) _____

BLOOM ON FORTY FIFTH
500 West 45th Street
NEW YORK, NEW YORK 10036

(to be executed in quadruplicate)

AGREEMENT (the "Agreement"), made as of _____, 20___, between DOF II-Bloom Resi Owner LLC, a Delaware limited liability company, having an office at 56 West 22nd Street, 10th Floor, New York, New York 10010 (" Successor-Successor-Sponsor"), and _____, having an address at _____ ("Purchaser").

WITNESSETH:

1. THE PLAN. Purchaser acknowledges having received and read a copy of the Offering Plan for Bloom on Forty Fifth and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least three (3) days prior to Purchaser's signing this Agreement. If Purchaser has not received the Plan and all amendments thereto at least three (3) full days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement within seven (7) days from the date of this Agreement. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding. 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 amendments to the Plan duly filed by Successor-Sponsor. Terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise requires.

2. THE UNIT. Upon and subject to the terms and conditions set forth herein, Successor-Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the unit(s) _____ ("Unit"), together with the percentage of undivided interest in the Common Elements of the Condominium appurtenant thereto.

3. THE AGREEMENT.

   3.1 This Agreement is a combination Option Agreement and Purchase Agreement. By executing this Agreement, Successor-Sponsor is hereby granting Purchaser an option to purchase the Unit for the Purchase Price described in paragraph 4.1 (the "Option"). The Option Payment is in payment of the Option and are nonrefundable regardless of whether or not the Purchaser exercises the Option, except as otherwise specifically provided in the Plan. At least thirty (30) days prior to the Closing Date for the purchase of the Unit (the "Closing Notice"), Successor-Sponsor shall give Purchaser written notice that Purchaser shall have the right to close the acquisition

of the Unit within fifteen (15) calendar days after the date of the Closing Notice (the "Notice Period"). During the Notice Period, Purchaser is either closing or terminating the Agreement by sending Successor-Sponsor written notice. Purchaser's failure to respond within the Notice Period shall be deemed to mean that Purchaser will proceed to purchase the Unit.

3.2 In the event that a) the Purchaser elects to close (or fails to respond during the Notice Period), the Closing of the Purchaser's acquisition of the Unit shall proceed and the Option Payment shall be applied toward the Purchase Price pursuant to the terms of this Agreement, or b) the Purchaser notifies the Sponsor during the Notice Period that Purchaser is not exercising closing, the Option Payment shall be retained by the Successor-Sponsor as payment for the Option, ii) the Purchaser shall have no further obligation under this Agreement unless Purchaser required Successor-Sponsor made changes to the Unit at the request of the Purchaser in which event Purchaser shall reimburse Successor-Sponsor for the cost of putting the Unit in the condition described in the Offering Plan, and iii) Successor-Sponsor and Purchaser shall be deemed to have waived any claims against the other arising from this Agreement or the purchase of the Unit. Notwithstanding anything contained herein to the contrary, the Option Payment shall not be refundable, except as specifically provided in the Plan.

4. PURCHASE PRICE.

4.1 The purchase price for the Unit (the "Purchase Price") is $_____

The Purchase Price is payable as follows:

(a) An Option Payment of $_____ [an amount that is at least 20% of the Purchase Price unless the purchaser is a foreign government or a person with a diplomatic immunity in which event the Option Payment is 50%] (due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged and, applied to the Purchase Price, if Purchaser exercises the Option to purchase the Unit or fails to provide notice of Purchaser's exercise of the Option during the Notice Period; and

(b) $_____ constituting the balance of the Purchase Price, by good certified check of Purchaser or official bank check or, at Successor-Sponsor's option, by wire transfer payable on the delivery of the deed as hereinafter provided.

4.2 All checks shall represent United States currency and shall be drawn on or issued by a New York bank or trust company which is a member of The New York Clearing House Association, unless otherwise agreed to by Successor-Sponsor. Checks for the First Installment and the Second Installment shall be made payable to "Holland & Knight LLP, Escrow Agent". Checks for the balance of the Purchase Price shall be made payable to the direct order of "DOF II-Bloom Resi Owner

LLC" or such other party as Successor-Sponsor may designate upon not less than two (2) days prior notice. If any check is returned for insufficient funds or any other reason, Successor-Sponsor at its option, may declare this Agreement void ab initio and of no further force and effect and may institute an action against Purchaser for the collection of the Option Payment as liquidated damages or may declare a default by Purchaser under this Agreement which shall entitle Successor-Sponsor to exercise any of the remedies set forth in Article 15 hereof.

5. 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 the Purchaser's failure to obtain such financing will not relieve the Purchaser of the Purchaser's obligations hereunder. Purchaser further understands and agrees that if the Purchaser chooses to finance the 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 the Purchaser's financial status or condition shall release or relieve the Purchaser of the Purchaser's obligations pursuant to this Agreement.

6. CLOSING OF TITLE.

6.1 The closing of title shall be held at such place in the City and State of New York and on such date and hour as Successor-Sponsor may designate to Purchaser on not less than thirty (30) days' prior written notice. Notwithstanding the foregoing, Purchaser may waive such prior notice period. If Successor-Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Successor-Sponsor's attorneys at closing the additional fee as set forth in the Plan. Successor-Sponsor, from time to time, may adjourn the date and hour for closing on written notice to Purchaser, which notice shall fix a new date, hour and place for the closing of title, if Successor-Sponsor adjourns the closing, the time for Purchaser to close shall be increased by the number of days that Successor-Sponsor postponed the closing.

6.2 The closing of title shall occur only after or concurrently with the compliance with the prerequisites as set forth under "Terms of Sale" in Part I of the Plan.

6.3 The term "Closing Date" or "closing of title" or "Closing" or "closing" or words of similar import, whenever used herein, shall mean the date designated by Successor-Sponsor on which the deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Successor-Sponsor pursuant to subsection 6.1 hereof.

7. DELIVERY OF THE DEED AND RESIDENTIAL UNIT POWER OF ATTORNEY.

7.1 At the closing of title, Successor-Sponsor shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying title to the Unit to Purchaser. The deed shall be prepared by Successor-Sponsor and shall be executed and acknowledged by Successor-Sponsor in form for recording. Purchaser shall pay

all New York State and New York City real property transfer taxes, and Successor-Sponsor and Purchaser shall duly execute a New York City Real Property Transfer Tax return and any other forms then required by Law, all of which shall be prepared by Sponsor.

7.2 Purchaser shall provide to Successor-Sponsor, at least five (5) business days prior to Closing, an Indemnity Agreement substantially in the form annexed hereto as Exhibit A or in such other form as may be acceptable to Sponsor (the "Title Agreement"), in its sole discretion, wherein Purchaser's title underwriter agrees to (x) timely submit the Unit Deed, all New York State and New York City real property transfer tax forms, including the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax" ("transfer taxes") and checks for payment of such transfer taxes required to be submitted to the appropriate governmental authorities for recording and payment in connection with the conveyance of the Unit to Purchaser in connection herewith; and (y) indemnify the Successor-Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) in the event Purchaser's title underwriter (or such title underwriter's abstract company) fails to file such Unit Deed and transfer tax forms and remit the payment of the required transfer taxes in connection therewith in a timely manner in accordance with Law and the requirements of any governmental or quasi-governmental agency.

In the event the Title Agreement is not delivered as set forth above, (x) Purchaser will indemnify the Successor-Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) in the event Purchaser's title underwriter (or such title underwriter's affiliated abstract company) fails to file such Unit Deed and transfer tax forms and remit payment of the required transfer taxes in connection therewith in a timely manner in accordance with Law and the requirements of any governmental or quasi-governmental agency; and pay any such taxes, fines or penalties assessed or charged by any governmental or quasi-governmental agency. Purchaser acknowledges, however, that the Filing Deposit is not a maximum payment in the event the Unit Deed and transfer tax forms are not filed and/or the payment of the required transfer taxes are not paid in a timely manner. Section 7.2 shall survive Closing.

7.3 At the closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and Successor-Sponsor substantially in the form set forth in Part II of the Plan.

7.4 The deed and power of attorney to the Condominium Board and Successor-Sponsor shall be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Successor-Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded, the deed shall be returned to Purchaser and the power of attorney shall be sent to the Managing Agent.

7.5 Successor-Sponsor shall deliver to Purchaser a certification stating that Successor-Sponsor is not a foreign person in the form then required by the Code Withholding Section 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 IRS §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.

8. MARKETABLE TITLE.

8.1 Purchaser shall order a title report within ten (10) days of receiving a fully executed Agreement and Purchaser must deliver any title objections to Successor-Sponsor's attorney at least twenty (20) days prior to the Closing or any such objections shall be deemed waived. At the closing of title, Successor-Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances other than those expressly agreed to or waived by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any encumbrance 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 attendant recording or filing fee, if any, or (b) Royal Abstract of New York LLC, 125 Park Avenue, Suite 1610, New York, New York 10017, Tel: (212) 376-0900 (or such other title insurance company as Purchaser may utilize) (the "Title Company"), is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

8.2 The title conveyed by Successor-Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions set forth in Schedule A annexed hereto and made a part hereof. 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 the Title Company, together with the recording or filing fee; or (b) Purchaser's Title Company will insure Purchaser, at the Title 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 Company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium).

8.3 Successor-Sponsor shall be entitled to adjourn the closing to remove or correct and defect in title which is not set forth in Schedule A. However, if such defect existed at least 10 days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Successor-Sponsor's attorney written notice of such defect in title at least 10 days prior to the Closing, then, for purposes of Article 15 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment

to allow Successor-Sponsor to correct or remove such title defect shall be considered as having been requested by Purchaser.

8.4 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 Company before proceeding against Successor-Sponsor, it being agreed that the liability of Successor-Sponsor will be limited to any loss or damage not covered by such title insurance. In the event Purchaser elects not to purchase title insurance, then the liability of Successor-Sponsor shall be limited to any loss or damage which 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 Section 8.4 shall survive the closing of title or the termination of this Agreement.

9. CLOSING ADJUSTMENTS.

9.1 The following adjustments shall be made as of 11:59 p.m. of the day preceding the Closing Date with respect to the Unit:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Residential Common Charges for the month in which title closes; and

(c) accrued rent and any other charges pursuant to an Interim Occupancy Agreement, if any, covering the Unit.

9.2 If a 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. If a Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 9.1(a) hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit.

9.3 Purchaser and Successor-Sponsor hereby agree that, if Purchaser or Successor-Sponsor obtain a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Successor-Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the closing of title.

9.4 The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

9.5 Any errors or omissions in computing adjustments shall be corrected and payment made to the proper party after discovery. The provisions of this subsection shall survive the Closing.

9.6 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 8 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) Purchaser shall pay Successor-Sponsor interest at the rate of 0.04% per day (or such lower rate per day which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original Closing Date until this transaction is actually closed. If, through no fault of Purchaser, Successor-Sponsor postpones the originally scheduled Closing Date, the foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title on the rescheduled Closing Date.

10. MORTGAGE TAX CREDIT. In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, it is specifically understood that such credit shall inure to the benefit of Successor-Sponsor. Accordingly, at Closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. Successor-Sponsor at Closing will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

11. CLOSING COSTS AND TRANSFER TAXES.

11.1 In addition to those costs and adjustments described in Articles 9 and 10 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in Part I of the Plan entitled "Closing Costs and Adjustments."

11.2 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 New York State Real Estate Transfer Tax Return ("NYS Tax Form"), or such other forms as may then be required by Law. The RPT Form and NYS Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Successor-Sponsor's attorney) for filing with the proper governmental officer. Successor-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.

11.3 Purchaser shall pay all New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes (and, if applicable, the so-called "mansion tax"), and any other real property transfer tax due to the City or State of New York and the cost of any stock transfer stamps. Purchaser agrees to indemnify and hold Successor-Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Successor-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 and to indemnify Successor-Sponsor as herein provided shall survive the closing or the termination of this Agreement.

12. OPTION PAYMENT. The Option Payment made pursuant to this Agreement is subject to the requirements of Section 71-a(3) of the State of New York Lien Law and Sections 352-e(2)(b) and 352-h of the General Business Law of the State of New York. Any Option Payment received from Purchaser will be held in accordance with the provisions of the Subsection entitled "Escrow and Trust Fund Requirements" under the Section entitled "Procedure to Purchase" set forth in Part I of the Plan and as set forth in this section below. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Option Payment to Successor-Sponsor in the event Successor-Sponsor and Purchaser close title under this Agreement. Successor-Sponsor is required by Law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Purchaser's Option Payment, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this paragraph.

12.1 The law firm of Holland & Knight LLP, with an address at 787 Seventh Avenue, 31st Floor, New York, New York, telephone number (212) 513-3200, shall serve as escrow agent ("Escrow Agent") for Successor-Sponsor and Purchaser. Neither Escrow Agent nor any authorized signatories on the account are the Successor-Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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

12.3 The Escrow Agent has established a master escrow account at JP Morgan Chase Bank N.A. (the "Bank") at its branch located at 270 Park Avenue, New York, New York, a bank authorized to do business in the State of New York. The master escrow account is entitled "Holland & Knight LLP - Bloom on Forty Fifth, Escrow Account" or similar name (the "Master Escrow Account"). The Option Payment will be placed initially in a non-interest bearing checking portion of the Master

Escrow Account. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form set forth in Part II of the Plan or a Form W-8 (Certificate of Foreign Status) in the form set forth in Part II of the Plan, as applicable, to Successor-Sponsor or Selling Agent at the time Purchaser tenders the Option Payment and the Purchase Agreement. If an Option Payment is accompanied by a completed and signed Form W-9 or Form W-8, the Option Payment will thereafter be promptly transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser. The Master Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per deposit, (the FDIC limit in effect as of the filing date hereof). Any deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. Purchasers are also advised that if a Purchaser has any additional accounts at the Bank (as defined herein), the funds in said accounts will be added together with the Deposit held in escrow and the aggregate of all the funds held by the Bank will only be insured up to the $250,000 FDIC maximum coverage.

12.4 The Option Payment shall be paid by good certified check of Purchaser or official bank check or, at Successor-Sponsor's sole option, by wire transfer. All Option Payment checks must be made payable to the direct order of "Holland & Knight LLP, Escrow Agent". All checks delivered in payment of the Option Payment shall be accepted by Successor-Sponsor subject to collection, and if any such check is returned for insufficient funds or any other reason, Successor-Sponsor shall have the right, among other things, to deem this Purchase Agreement to be canceled and of no further force or effect.

12.5 If an Option Payment is accompanied by a completed and signed Form W-9 or Form W-8, the Option Payment will thereafter be promptly transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser. The interest rate for all Option Payments transferred to an individual interest bearing sub-escrow savings account shall be the prevailing rate for such accounts, which as of October 2024 is approximately .50%. Interest shall begin to accrue upon placing the Option Payment into the individual interest bearing sub-escrow savings account. All interest earned thereon shall be paid to Purchaser at Closing. If a Purchaser does not deliver the Form W-9 or Form W-8, the Option Payment will remain in the non-interest bearing checking portion of the Master Escrow Account. No fees of any kind may be deducted from the Master Escrow Account or individual escrow accounts, and Successor-Sponsor shall bear all costs associated with the maintenance of the Master Escrow Account and individual escrow accounts.

12.6 Within five (5) business days after the fully executed Purchase Agreement has been tendered to Escrow Agent along with the Option Payment, the Escrow Agent shall sign the Purchase Agreement and place the Option Payment into the Master Escrow Account. Within ten (10) business days after deposit of the first portion of the Option Payment into the Master Escrow Account, Escrow Agent will notify Purchaser and Successor-Sponsor that such funds have been deposited into escrow and will provide the account number and the initial interest rate, if any. Any

deposits made for upgrades, extras, or custom work shall be initially deposited into the Master Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Successor-Sponsor.

12.7 The Escrow Agent is obligated to send notice to the Purchaser once the Option Payment is placed in the Master Escrow Account. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the portion Option Payment, Purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender of this Agreement and the Option Payment to Escrow Agent or may apply to the Attorney General for relief. 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, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Option Payment was timely deposited in the Master Escrow Account in accordance with the New York State Department of Law's regulations concerning Option Payments and requisite notice was timely mailed to Purchaser.

12.8 The Option Payment, 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 Successor-Sponsor, as per GBL § 352-h.

12.9 Under no circumstances shall Successor-Sponsor seek or accept release of the Option Payment of a defaulting Purchaser until after consummation of the Plan, as evidenced by acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Successor-Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

12.10 Escrow Agent will hold the Option Payment in escrow until otherwise directed:

(a) pursuant to terms and conditions set forth in Article 12 of this Agreement upon closing of title to the Unit; or

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

(c) in a final arbitration decision by JAMS.

If the Escrow Agent is not directed to release the Option Payment pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Option Payment, then the Escrow Agent must give both the Purchaser and Successor-Sponsor prior written notice of not fewer than thirty (30) days before releasing the Option Payment. If the Escrow Agent has not received notice of objection to the release of the Option Payment prior to the expiration of the thirty (30) day period, the Option Payment 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 Option Payment within said thirty (30) day period, the Escrow Agent shall continue to hold the Option

Payment 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 Option Payment contained in the Escrow Account with the clerk of the county where the Property is located and shall give written notice to both parties of such deposit.

Successor-Sponsor will not object to the release of the Option Payment to:

(a) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law; or

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

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

12.12 Escrow Agent shall maintain the Master Escrow Account under its direct supervision and control.

12.13 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).

12.14 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this 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.

12.15 Successor-Sponsor agrees that Successor-Sponsor and its agents, including any selling agents, shall deliver the Option Payment received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Option Payment by Purchaser.

12.16 Successor-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.

12.17 Successor-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, and deliver such form to Escrow Agent together with the Option Payment and this Agreement. Failure to receive a completed and signed Form W-9 or W-8, as applicable, at the time the Escrow Agent receives the Option Payment and this Agreement, shall not prevent the consummation of this Agreement. Within five (5) days following receipt of the

Form W-9 or W-8, as applicable, the Option Payment will be transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser, and within ten (10) days following receipt of the Form W-9 or W-8, as applicable, Escrow Agent shall notify Purchaser of the deposit of the Option Payment into the individual interest bearing sub-escrow savings account.

12.18 Prior to the release of the Option Payment, Escrow Agent's fees and disbursements shall neither be paid by Successor-Sponsor from the Option Payment nor deducted from the Option Payment by any financial institution under any circumstance.

12.19 Successor-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 itself.

13. DISPUTE RESOLUTION.

13.1 Any dispute, claim or controversy between Successor-Sponsor and Purchaser (Successor-Sponsor and Purchaser, individually, a "Party", collectively, the "Parties") arising out of or relating to this Agreement or the Payments shall be determined by arbitration in JAMS Headquarters, currently located at 620 Eighth Avenue, New York, New York, before one (1) arbitrator. Except as otherwise noted in this Agreement and/or the Plan, the arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedure. Judgment on any award issued by the Arbitrator may be entered in any court having jurisdiction.

13.2 Within five (5) days of filing an arbitration proceeding, JAMS shall send the Parties a list of three (3) arbitrator candidates. Each such arbitrator candidate shall have at least ten (10) years New York real estate law experience. Within seven (7) days of service by the parties of the list of names, each Party may strike one (1) name and shall rank the remaining arbitrator candidates in order of preference. The remaining arbitrator candidate with the highest composite ranking shall be appointed the arbitrator. In the event that no arbitrator has the highest composite ranking, the Arbitrator shall be determined by JAMS. The Arbitrator shall be neutral and independent of Successor-Sponsor, all of its principals and Purchaser.

13.3 The Parties shall bear the costs of their own expenses and witness preparation. The Parties shall equally share the costs of the JAMS administrative fees, including the Arbitrator's compensation. The Arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in

connection with the Arbitration. The prevailing Party shall be reimbursed for their share of the JAMS administrative expenses.

13.4 Pursuant to New York Civil Practice Law and Rules ("CPLR") §7511, Escrow Agent shall not release the Option Payments from escrow until at least ninety (90) days after issuance of the Award. During that 90-day period Purchaser may bring an action pursuant to CPLR §7511 to vacate or modify the Award. During such interim period no statutory interest will accrue (or be deemed to have accrued) on the Option Payment. Escrow Agent shall continue to hold the Option Payment in escrow until otherwise directed by a final, non-appealable judgment or order of a court of competent jurisdiction directing the disposition of such funds.

13.5 The Parties shall maintain the confidential nature of the Arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by Law or judicial decision.

13.6 The Award shall be final and binding upon the parties. Any motion to confirm or vacate the Award must be filed in a federal or state court located in the City, County and State of New York. Purchaser shall be liable for all legal fees and disbursements and out-of-pocket expenses incurred by Successor-Sponsor in defending or enforcing Successor-Sponsor's rights under this Agreement pursuant to Arbitration in the event Successor-Sponsor prevails in defending or enforcing Successor-Sponsor's rights. In addition, Purchaser shall pay the fees and disbursements of the Arbitrator and all other costs associated with Arbitration in accordance with JAMS' fee schedule in effect at the time of the commencement of Expedited Arbitration.

13.7 If the party, who lost the arbitration, is not successful on appeal, that party shall reimburse the other party for all of its fees and expenses including legal fees in appealing the arbitration decision.

13.8 This Section 13 shall survive the closing of title and the delivery of the Deed.

14. AGREEMENT SUBJECT TO MORTGAGE. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage, including, but not limited to, any construction or building loan mortgage, heretofore or hereafter made any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Successor-Sponsor shall, at its option, either satisfy such mortgages or obtain a release of each Unit and its undivided interest in

the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless Purchaser voluntarily assumes such mortgage or consents to the continuation of the lien thereof. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its (their) undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, Successor-Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

15. DEFAULT BY PURCHASER.

15.1 The following shall constitute "Events of Default" hereunder:

(a) Purchaser's failure to pay the Option Payment, when due, or the balance of the Purchase Price or any closing apportionments or closing costs on the Closing Date designated by Successor-Sponsor; or

(b) Purchaser's failure to duly complete and sign before a notary public and deliver on the Closing Date the New York State and City transfer tax returns; or

(c) 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

(d) If Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons the Unit; or

(e) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(f) 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

(g) If a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same; or

(h) Purchaser's failure to pay any closing costs set forth in this Agreement or the Plan, on the Closing Date designated by Successor-Sponsor; or

(i) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(j) the occurrence of any Events of Default under any other Agreement between Successor-Sponsor and Purchaser, or between Successor-Sponsor and any member or members of Purchaser's immediate family or between Successor-Sponsor and any parent, affiliate or subsidiary of Purchaser.

15.2 TIME IS OF THE ESSENCE with regard to Purchaser's obligations to pay the balance of the Purchase Price and to perform Purchaser's other obligations under this Agreement. If Purchaser fails to make such payment when required as herein provided or fails to perform any of Purchaser's other obligations hereunder, Successor-Sponsor shall give written notice to Purchaser of such default. If such default shall not be cured within thirty (30) days thereafter, Successor-Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser. Successor-Sponsor, at its option, may cancel this Agreement and retain as liquidated damages the Option Payment made by the Purchaser together with all interest earned thereon, it being acknowledged and agreed by Successor-Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Successor-Sponsor as a result of such a default by a prospective Purchaser, and that the Option Payment (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Successor-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 and shall be paid by Purchaser to Successor-Sponsor as Successor-Sponsor's sole and exclusive remedy, and Successor-Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale).

15.3 If Purchaser fails for any reason to close title to his or her Unit on the originally scheduled Closing Date (a) the closing adjustments described in Section 9.1 of this Agreement will be made as of 11:59 p.m. of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Successor-Sponsor, as a reimbursement of Successor-Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Successor-Sponsor under this Agreement and the Plan, an amount equal to 0.04% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Successor-Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

15.4 Successor-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 Successor-Sponsor as a result of a default by Purchaser hereunder, and that the Option Payment (including all interest) shall constitute and shall be deemed to be the reasonable and agreed upon liquidated damages of Successor-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 Successor-Sponsor as Successor-Sponsor's sole and exclusive remedy. The payment of the Option Payment (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated

damages to Successor-Sponsor. In addition to the foregoing, Purchaser shall also reimburse Successor-Sponsor for the cost of removing any changes made to the Unit at Purchaser's request and restoring the Unit to the condition described in the Offering Plan.

15.5 NEITHER SUCCESSOR-SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THE AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SUCCESSOR-SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE OPTION PAYMENT 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.

16. SUCCESSOR-SPONSOR'S INABILITY TO CONVEY THE UNITS.

16.1 If Successor-Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Successor-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, and, in such case, if Successor-Sponsor notifies Purchaser of its refusal to cure such inability and if 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 Successor-Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Successor-Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, subject to Successor-Sponsor's rights to retain certain funds deposited by Purchaser for special work in the Unit, and, upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Successor-Sponsor within fifteen (15) days after the giving of Successor-Sponsor's notice of refusal to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

16.2 Successor-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 Successor-Sponsor. Successor-Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

17. FIXTURES, APPLIANCES AND PERSONAL PROPERTY. Only those fixtures, appliances and items of personal property which are described in the Description of the Property in Part II of the Plan as being part of the Unit are included in the sale of the Unit pursuant to the provisions of this Agreement. At the Closing, Successor-Sponsor shall transfer to Purchaser any assignable warranties and undertakings received by Successor-Sponsor in its possession which relate to appliances, equipment or fixtures located in the Unit.

18. ACCEPTANCE OF CONDITION OF PROPERTY. Purchaser shall accept title (without abatement in, or credit against, the Purchase Price or any provision for escrow deposits at the closing of title) notwithstanding the failure to complete construction of (a) minor details of the Unit or the Property, (b) other Units or (c) the Common Elements of the Property which do not prevent Purchaser's use of the Unit. Purchaser shall have a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine the Unit and the Property, during normal business hours and in the company of Successor-Sponsor's representative prior to the Closing. Purchaser shall carefully inspect the Unit prior to the closing of title and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if Purchaser finds that the Original Sponsor's improvements have not been completed, although such improvements have been substantially completed, then Successor-Sponsor and Purchaser will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Unit by Successor-Sponsor following the closing of title, but all such obligations to complete work in the Unit shall cease once the work has been completed. Successor-Sponsor shall have no obligation to complete any work to the Unit which is not specifically designated on the inspection statement by Purchaser, except for work necessary to cure violations. Purchaser shall provide written notice that he or she wishes to inspect the Unit pursuant to this Paragraph at least ten (10) days prior to Closing and Successor-Sponsor shall respond prior to Closing. If Purchaser fails to inspect such Unit prior to the Closing, Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. Except as expressly provided in this Agreement or the Plan, including but not limited to subparagraph (1) of the subsection entitled "Sponsor's Obligations with Respect to the Property" of the Section entitled "Rights and Obligations of Sponsor," Successor-Sponsor shall have no obligation to repair or improve the Unit, any portion of the Property, or the appliances, equipment or fixtures attached to or used in connection with the Unit or the Property.

Except as otherwise set forth in the Offering Plan, Successor-Sponsor will not be obligated to correct, and will not be liable to any Board or Unit Owner as a result of any defects in construction, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including kitchen appliances and bathroom

fixtures), as specifically set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor".

Notwithstanding the foregoing, prior to Closing, Successor-Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filling or refinishing the same, but Successor-Sponsor will not be obligated to replace any such surfaces.

19. 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:

19.1 The risk of loss to the Unit by fire or other casualty is assumed by Successor-Sponsor until the earlier of closing of title or possession of the Unit by Purchaser, but without any obligation or liability by Successor-Sponsor to repair or restore the Unit. If Successor-Sponsor elects to repair or restore the Unit within two (2) months after the date of the occurrence of such fire or casualty, 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 Successor-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 respective Boards and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Successor-Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Successor-Sponsor. The provisions of the preceding sentence shall survive the closing of title.

19.2 In the event Successor-Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed canceled and of no further force and effect and Successor-Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, within thirty (30) days' notice of such election, subject to Successor-Sponsor's rights to retain certain funds deposited by Purchaser for special work in the Unit, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Successor-Sponsor shall retain all such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

20. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Successor-Sponsor, Selling Agent, Successor-Sponsor's attorneys, Escrow 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 Residential or General Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented, Purchaser having relied solely on his 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 Successor-Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Successor-Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Successor-Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans filed in the City Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 20 shall survive the closing of title or the termination of this Agreement.

21. PROHIBITION AGAINST SALES OR ADVERTISING, SELLING OR LEASING. Purchaser hereby covenants that, prior to (a) one (1) year after a Purchaser's closing on its Unit, a Purchaser will not be permitted to sell his or her Unit(s) without obtaining the Successor-Sponsor's written approval, and (b) a Purchaser's closing of a Unit, the Purchaser may not (i) list the Unit for resale with any broker or otherwise, or (ii) advertise, promote or publicize the availability of his or her Unit for sale or lease. In the event that Purchaser violates the foregoing prohibition then any sums received by Purchaser in excess of the Purchase Price paid by Purchaser shall be paid to the Successor-Sponsor as liquidated damages. In addition, any such sale or lease, listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives shall constitute a default under the Agreement, entitling Successor-Sponsor to the remedies set forth therein and any lease or conveyance in violation of the foregoing will be voidable by Successor-Sponsor. The provisions of this Article 21 shall survive the closing of title or the termination of this Agreement.

22. BROKER. Purchaser represents to Successor-Sponsor that Successor-Sponsor, Selling Agent and [_____] are the only broker or sales agents with whom Purchaser has dealt in connection with this transaction, and Successor-Sponsor agrees to pay the commission earned by said broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Successor-Sponsor for commissions by any broker, other than the aforementioned brokers, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Successor-Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article 22 shall survive the closing of title.

23. AGREEMENT MAY NOT BE ASSIGNED.

23.1 Purchaser does not have the right to assign this Agreement without the prior written consent of Successor-Sponsor. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Successor-Sponsor. Successor-Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Successor-Sponsor. If Successor-Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall be required to pay Successor-Sponsor's reasonable attorneys' fees in advance, for preparation of an assignment agreement and otherwise comply with the Section of the Plan entitled "Assignment of Purchase Agreements".

23.2 Notwithstanding the provisions of Section 23.1 above, Successor-Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all the Purchaser's rights under this Agreement to a Purchaser affiliate or to member(s) of Purchaser's immediate family. For purposes of this Section 23.2 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" means Purchaser's spouse, domestic partner, children, parents, grandchildren, 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 distribution of its profits.

23.3 Notwithstanding any consent by Successor-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.

23.4 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 49% or less of the stock, or in the case of a partnership, limited liability company, trust or other entity, 49% or less than 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 and possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.5 If a 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 permitted by Successor-Sponsor (in Successor-Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Successor-Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Successor-Sponsor's counsel at Purchaser's expense and in form and content acceptable to Successor-Sponsor, in its sole discretion), and three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification), Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), or other appropriate Form W-8, as applicable, in the form required by Law. Upon each assignment or other change permitted by Successor-Sponsor (it its sole discretion), the assignments, affidavits and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Successor-Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000 made payable to Holland & Knight LLP (for services rendered in connection with the assignment), not less than five (5) 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. Successor-Sponsor is not obligated to consent to any such change or assignment and, Successor-Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Successor-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.

24. BINDING EFFECT. This Agreement shall not be binding on Successor-Sponsor until a fully executed counterpart hereof has been delivered to Purchaser. If this Agreement is not accepted within thirty (30) days from the date hereof by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and canceled and the Option Payment paid on the execution hereof shall be promptly returned to Purchaser. If Purchaser has not received the Plan and all amendments thereto at least three full (3) days prior to Purchaser's signing this Agreement, the Purchaser shall have the right to rescind this Agreement within seven (7) days from the date of this Agreement.

25. NOTICES.

25.1 Any notice, request, letter, consent or other communication hereunder or under the Plan shall be in writing and hand delivered or sent, postage prepaid, by registered or certified mail, to Purchaser at the address given at the beginning of this Agreement, and to Successor-Sponsor at the address given at the beginning of this Agreement, with a copy to Holland & Knight LLP, 787 Seventh Avenue, 31st Floor, New York, New York 10019, Attn: _____, in the same manner as notice is given to Successor-Sponsor, or to such other address as either party may hereafter

designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery or mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself. A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in any way invalidate such communication.

25.2 Successor-Sponsor hereby designates and empowers Successor-Sponsor's counsel (Holland & Knight LLP) as Successor-Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Successor-Sponsor's name, which notice so given shall have the same force and effect as if given by Successor-Sponsor itself.

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. PURCHASER'S REPRESENTATIONS.

27.1 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 Option Payment 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 Option Payment.

27.2 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 not 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.

27.3 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 Successor-Sponsor the Purchase Price are derived: (i) from transactions that do not violate United States Law nor, to the extent such funds originate outside the United States, do not violate the Laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States Law and to the extent such funds originate outside the United States, under the Laws of the jurisdiction in which they originated. Purchaser is, and will at Closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C 5312 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 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.

27.4 The provisions of this Article 27 shall survive the closing of the title to the Unit or termination of this Agreement.

28. WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY.

28.1 Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Successor-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.

28.2 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.

28.3 Purchaser irrevocably waives, to the fullest extent permitted by Law, and agrees not to assert, by way of motion, as to 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 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.

28.4 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 28.

28.5 Nothing in this Article 28 shall affect the ability of Successor-Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

28.6 The provisions of this Article 28 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.

28.7 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 shall hereby be deemed to have designated and hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of 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.

28.8 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Successor-Sponsor, Successor-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 of received by the Department of State.

29. SECTION 1031 EXCHANGE. Successor-Sponsor hereby acknowledges that the acquisition of the Unit hereunder may be in connection with a tax deferred exchange under §1031 of the Internal Revenue Code and that Purchaser may be assigning all of its rights and obligations hereunder to a qualified intermediary as part of, and in furtherance of, such tax deferred exchange. Successor-Sponsor hereby agrees to reasonably assist and cooperate in such tax deferred exchange, provided, however, that: (i) any action taken in connection with such tax deferred exchange or requested of Successor-Sponsor shall not result in any cost, expense or liability on the part of Successor-Sponsor or increased risk to Successor-Sponsor relating to the transaction contemplated by this Agreement (and, among

other things, Purchaser acknowledges that a fee shall be payable to Successor-Sponsor's Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Successor-Sponsor in connection with or related to such tax deferred exchange or cooperation on the part of Successor-Sponsor in connection with or related to said tax deferred exchange will frustrate the purpose of this Agreement or otherwise result in a reduction of Successor-Sponsor's rights, remedies and privileges under this Agreement or increase any of Successor-Sponsor's obligations or duties under this Agreement or otherwise; and (iii) Successor-Sponsor shall not be obligated, as part of any tax deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of the amounts due hereunder other than as set forth herein. Purchaser shall indemnify and shall hold Successor-Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees) or liabilities incurred by Successor-Sponsor in connection with or resulting from the said tax deferred exchange, and such indemnity shall survive the closing of title or the termination of this Agreement. Notwithstanding the foregoing, Successor-Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of the Unit.

30. PERFORMANCE BY AND LIABILITY OF SUCCESSOR-SPONSOR.

30.1 Other than those obligations on the part of Successor-Sponsor that have been expressly stated to survive the delivery of the deed in this Agreement, the Plan, 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan) and General Business Law §352-e, Purchaser's acceptance of the deed for the Unit shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Successor-Sponsor to be performed pursuant to the provisions of this Agreement, the Plan, 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan) and General Business Law §352-e.

30.2 Successor-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 Successor-Sponsor. Successor-Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

30.3 Purchaser agrees that Successor-Sponsor may cancel this Agreement by forwarding Successor-Sponsor's check in the full amount of the Option Payment paid by Purchaser together with interest earned thereon, if any, together with a written termination notice, in the event that (i) any governmental bureau, department or subdivision thereof (x) imposes restrictions on the manufacture, sale, distribution

and/or use of materials necessary in the construction of residential housing and such restrictions prevent Successor-Sponsor from obtaining such materials from Successor-Sponsor's regular suppliers or from using them in the construction and/or completion of the Residential Unit or (y) revokes or modifies any building permit on audit (not due to any violation thereof or default thereunder by Successor-Sponsor) and as a result of such revocation or modification Successor-Sponsor is unable to construct the Property as contemplated in the Offering Plan, or (ii) Successor-Sponsor is unable to obtain materials from Successor-Sponsor's usual sources due to events beyond Successor-Sponsor's reasonable control.

Successor-Sponsor's liability under this Agreement for failure to deliver the Deed for any reason, other than Successor-Sponsor's willful failure to do so, shall be limited to the return of Purchaser's Option Payments paid hereunder, together with interest earned thereon, if any. Upon the return of Purchaser's Option Payment, together with interest earned thereon, if any, this Agreement shall be null and void and Purchaser and Successor-Sponsor will be released from any and all liability to each other and to Selling Agent. In any event, Successor-Sponsor shall not be required to bring any action or proceeding or otherwise incur any expense to render title to the Shares marketable or to cure any objection to title, except as may be set forth in the Plan.

If Successor-Sponsor delays or adjourns the closing for the purpose of curing defects or otherwise, Successor-Sponsor shall not be liable for the costs, if any, that Purchaser incurs as a result of the delay or adjournment.

31. 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.

32. COSTS OF ENFORCING AND DEFENDING AGREEMENT. Purchaser shall be obligated to reimburse Successor-Sponsor for any legal fees and disbursements incurred by Successor-Sponsor in defending Successor-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.

33. SEVERABILITY. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

34. STRICT COMPLIANCE. Any failure by Successor-Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Successor-Sponsor, notwithstanding any such

failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

35. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of laws. Subject to the provisions of Section 12.20 of this Agreement, Purchaser hereby grants jurisdiction to the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York for all disputes relating to the Condominium including this Purchase Agreement.

36. WAIVER OF JURY. Except as prohibited by Law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby. 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. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties with respect to the subject matter hereof.

38. CERTAIN REFERENCES. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

39. NO RECORDING. Neither this Agreement nor a memorandum of this Agreement shall be recorded against the Property, the Building or the Unit.

40. CAPTIONS. The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof

41. RULE OF CONSTRUCTION. There shall be no presumption against the draftsman of this Agreement.

42. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall bind and inure to the benefit of Purchaser and his heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Successor-Sponsor and its successors and assigns.

43. NO ORAL CHANGES. THIS AGREEMENT CANNOT BE CHANGED OR TERMINATED ORALLY. ANY CHANGES OR ADDITIONAL PROVISIONS MUST

BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.

44. AMENDMENTS TO THE PLAN. Subject to any provision of the Plan to the contrary, if there is a substantial amendment to the Plan that materially and adversely affects Purchaser, Purchaser will have a period of fifteen (15) days from the date of presentation of said amendment within which to rescind this Agreement and, if Purchaser exercises such right of rescission, Successor-Sponsor shall return the Option Payment, together with any interest thereon, pursuant to this Agreement within thirty (30) days.

45. CONFIDENTIALITY. Successor-Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential, except that Successor-Sponsor shall be permitted to disclose that this Agreement has been executed for the Unit and the purchase price thereunder, but not the identity of Purchaser or its principals. Successor-Sponsor and Purchaser agree that any information which is required to be disclosed to the parties respective lawyers, brokers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Successor-Sponsor or Purchaser of the parties undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Successor-Sponsor to the default remedies set forth in this Agreement.

46. COUNTERPARTS. This Agreement and any Rider(s) which may be annexed hereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. A facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding. The party tendering such facsimile signature shall provide the other party with original counterparts of the signature page promptly after delivery of the facsimile signature page, although the failure to do so shall not invalidate the effectiveness of the facsimile signature.

47. LIS PENDENS. Purchaser waives any right to place a Lis Pendens against the Unit or the Property. In the event of the Successor-Sponsor's failure to substantially complete the Unit in accordance with the terms of the Plan and this Agreement, Purchaser's sole remedy shall be the return of Purchaser's Option Payment. The Option Payment shall only be returned if Purchaser has complied with the conditions contained in the Plan and this Agreement. Purchaser acknowledges that if Purchaser has not acted in compliance with the foregoing, Purchaser may not have the right to have the Purchaser's Option Payment refunded.

48. OPTION AGREEMENT. The parties acknowledge that, for federal income tax purposes only, this Agreement is sometimes referred to as an "option agreement." This characterization is consistent with Successor-Sponsor's intention to treat the Agreement for purposes of applicable provisions of the Internal Revenue Code as similar to an option and to obtain the same tax treatment that the Successor-Sponsor would be entitled to under certain proposed treasury regulations that were promulgated by the Internal Revenue Service on August 4, 2008 (the "Proposed Regulation). If this characterization is respected, Successor-Sponsor will be able to account for the sale of the Residential Unit for federal

income tax purposes in the same manner as it would be able to account for such sale if the Residential Unit had constituted a separate townhouse or other separate dwelling. If the Purchaser does not close on the Agreement, Purchaser will forfeit the Option Payment as liquidated damages. Purchasers should note that Successor-Sponsor's characterization of this Agreement is not binding on the Internal Revenue Service ("IRS") which may challenge such characterization. However, even if the IRS were to successfully challenge Successor-Sponsor's tax characterization of this Agreement and the Option Payment, as described above, there will be no adverse tax or other consequences to Purchaser.

49. STATUTE OF LIMITATIONS. The Option Agreement provides that Purchaser, as Residential Unit Owner, shall have a maximum of three years from closing of the acquisition of the Unit to bring a claim against Successor-Sponsor. This three year period is shorter than the six year statute of limitations for breach of contract contained in New York Civil Practice Law and Rules §213(2). By executing the Option Agreement, Purchaser shall be deemed to have acknowledged and agreed that said three year period maximum is reasonable. Therefore, Purchasers agree that, notwithstanding anything to the contrary set forth in the Plan, the Option Agreement, at Law, in equity, or otherwise, any action or proceeding brought by, through or on behalf of Purchaser against Successor-Sponsor, its principals, affiliates or agents, under or related to this Plan or the Option Agreement, or related to the Property or a Purchaser's Unit, to be valid, must be commenced by the earlier to occur of (x) three (3) years, or (y) the expiration of the otherwise applicable statute of limitations, in either case from the date the claim giving rise to such action or proceeding accrues in accordance with applicable Law. See Part I, Section L of the Plan, entitled "Procedure to Purchase and Close" and the Option Agreement itself, for additional information, By executing this Agreement, Purchaser shall be deemed to have acknowledged and agreed that said 3-year period is reasonable.

50. CERTIFICATION OF SUCCESSOR-SPONSOR AND PRINCIPAL. Consistent with a New York State Supreme Court, Appellate Division First Department decision, the principal of Successor-Sponsor expressly disclaims the existence of any private right of action for contract claims by the Purchaser, individual unit owners (or a board on their behalf) in connection with or arising solely from such principal's execution of the Certification of Successor-Sponsor and Principal, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC. et al, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013).

51. MOLD. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Successor-Sponsor will not be liable for and Purchaser hereby waives any claim for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to

the presence and/or existence of molds, mildew and/or microscopic spores unless caused by the gross negligence or willful misconduct of Successor-Sponsor. The provisions of this Article shall survive closing of title or the termination of this Agreement.

52. FINANCIAL CRIMES ENFORCEMENT NETWORK DISCLOSURE. Purchasers are advised that the Director of the Financial Crimes Enforcement Network, U.S. Department of the Treasury ("FinCEN"), has recently extended and expanded an earlier issued Geographic Targeting Order ("Order") that applies to any corporation, partnership, limited liability company, or other similar business entity ("Covered Purchaser") using cash, a cashier's check, certified check, traveler's check or money order in any form, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase a Residential Unit in the Borough of Manhattan from Successor-Sponsor for a total price in excess of $3,000,000 (a "Covered Transaction"). The Order provides that in the event a Covered Purchaser enters into a Covered Transaction, the Covered Purchaser shall be required to deliver to the Title Company at Closing all documents and information necessary in order for the Title Company to comply with the requirements set forth in the Order, including without limitation the requirement to file a completed FinCEN Form 8300. Any failure by the Covered Purchaser to deliver such documents and information shall be deemed an Event of Default under the Agreement. Purchasers are advised to refer to the text of the Order itself for further details: https://www.fincen.gov/news_room/nr/files/Real_Estate_GTO-NYC.pdf.

53. SUCCESSOR-SPONSOR'S RIGHTS IF PURCHASER ELECTS NOT TO EXERCISE OPTION OR DOES NOT REMAIN IN COMPLIANCE WITH THIS AGREEMENT. If (x) Purchaser does not elect to exercise the option granted hereunder on the Original Scheduled Closing Date, or (y) when Successor-Sponsor tenders the Deed (or any assignment thereof to Purchaser, Purchaser does not then sign any of the necessary purchase documents referred to in the Plan, or (z) Purchaser does not remain in compliance with any of the other terms of this Agreement. then Successor-Sponsor shall be entitled to terminate this Agreement and retain the Option Payment made hereunder with interest earned thereon, if any. In the event the Successor-Sponsor changed the Unit from the Unit description contained in the Plan pursuant to the Purchaser's request, Purchaser shall also be responsible for the cost to return the Unit to the condition described in the Plan. Before Successor-Sponsor may fully and finally terminate this Agreement and keep Purchaser's Option Payments. Successor-Sponsor must first send Purchaser a notice by Federal Express or other reputable overnight courier, by hand delivery or by registered or certified mail stating that Successor-Sponsor intends to terminate this Agreement and specifying the reason(s) therefor, and granting Purchaser a period of at least thirty (30) days within which Purchaser may reinstate this Agreement. The thirty day period described herein shall be the same period described elsewhere in this Agreement and the Plan. TIME SHALL BE OF THE ESSENCE WITH RESPECT TO PURCHASER'S OPPORTUNITY TO REINSTATE THIS AGREEMENT WITHIN THE SPECIFIED PERIOD, WHICH SPECIFIED PERIOD SHALL BE AT LEAST THIRTY (30) DAYS. AFTER THE SPECIFIED PERIOD EXPIRES, IF THIS AGREEMENT HAS NOT BEEN REINSTATED, SUCCESSOR-SPONSOR MAY TERMINATE THIS AGREEMENT, RETAIN PURCHASER'S OPTION PAYMENT AS WELL AS THE WORK PAYMENT, IF APPLICABLE, TOGETHER WITH INTEREST EARNED THEREON

(IF ANY), AND SELL THE UNIT TO ANOTHER PURCHASER AS IF THIS AGREEMENT HAD NEVER BEEN ENTERED INTO. HOWEVER, IF THERE IS A DISPUTE OVER THE OPTION PAYMENT PRECEDING (OR SUBSEQUENT TO) DISBURSEMENT OF THE OPTION PAYMENT UPON TERMINATION OF THIS AGREEMENT, NO STATUTORY INTEREST WILL ACCRUE (OR BE DEEMED TO HAVE ACCRUED) ON THE OPTION PAYMENT OR OTHER MONIES DEPOSITED BY PURCHASER WHILE DISBURSEMENT OF THE OPTION PAYMENTS REMAIN IN DISPUTE.

54. BINDING EFFECT OF PLAN, DECLARATION, BY-LAWS AND RULES AND REGULATIONS. Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof.

55. SMOKING POLICY. Residential Unit Owners and their guests shall not permit cigarette, cigar or pipe smoke from escaping from the Unit and entering any other Unit or the Common Elements. Unit Owners shall not smoke in their Units if they are unable to prevent the smoke from entering the Common Elements or another Unit. The Board shall have the right to obtain a court order enjoining the occupant of a Unit from smoking in the Unit or the Common elements if the smoke escapes the Unit and the Board shall have the right to seek the eviction of a tenant, who smokes in a Unit or the Common Elements if the smoke escapes form the Unit. In addition to all other remedies available to the Board, violation of this policy shall subject the Unit Owner to (i) a fine in an amount to be determined from time to time by the Board and (ii) reimbursement of any fees or expenses incurred by the Condominium to cause the smoke infiltration into the Common Elements or another Unit to cease (including legal fees) in enforcing this provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SUCCESSOR-SPONSOR:

DOF II-BLOOM RESI OWNER LLC

By: _____
Name:
Title:

PURCHASER:

_____

_____

_____
(Social Security or Federal I.D. Number)

Telephone No. _____

ESCROW AGENT
Accepted and agreed as to the provisions of Article 12:

HOLLAND & KNIGHT LLP

By: _____
Name:
Title:

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey of the Building and the Unit would show, or such other items as a personal inspection of the Property would show, provided such facts would not make title to the Unit unmarketable, except as otherwise permitted herein.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws and the Rules and Regulations, the Power of Attorney from the Grantee to the Board and other parties, and the Floor Plans; as all of the same may be amended from time to time.

4. Consents by the Grantor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

9. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the closing of title.

10. The lien of any unpaid assessment payable in installments (other than assessments levied by the Board), except that the Grantor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Grantee shall pay all assessments due from and after the Closing Date.

11. Any declaration or other instrument affecting the Property which the Grantor 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 demolition, construction, alteration, repair or restoration of the Property.

12. Any encumbrance as to which Royal Abstract of New York (or such other New York Board of Title Underwriters member title insurance company which insures the Grantee's title to the Unit) would be willing, in a fee policy issued by it to the Grantee, to insure the Grantee that such encumbrance (1) will not be collected out of the Unit if it is a lien or (2) will not be enforced against the Unit if it is not a lien.

13. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of a Unit for residential purposes.

14. Any lease covering the Unit made from the Grantor to the Grantee.

15. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board or another Unit Owner to correct.

16. Covenants and/or restrictions contained in an Indenture recorded on 10/09/1845 in (as) in Liber 465 Cp. 598 and repeated in an Indenture recorded on 07/18/1846 in Liber 481 Cp. 59, Indenture recorded on 09/16/1847 in Liber 496 Cp. 2, Indenture recorded on 12/28/1847 in Liber 502 Cp. 65 and Indenture recorded on 05/27/1868 in Liber 1054 Cp. 216.

17. Covenants and restrictions contained in an Indenture recorded on 12/09/1848 in (as) Liber 511 Cp. 339.

18. Covenants, restrictions and setback line contained in an Indenture recorded on 02/01/1853 in (as) Liber 628 Cp. 107.

19. Covenants and restrictions contained in Deed recorded on 01/25/2016 in (as) CRFN 2016000023510.

20. Terms, covenants, conditions and agreements contained in a Lease made by and between Hudson 888 Owner LLC, Lessor, and Target Corporation, Lessee, a memorandum of which dated 10/31/2016 was recorded on 11/18/2016 in (as) CRFN 2016000408129.

21. Zoning Lot Certification dated 08/24/2016 recorded on 09/15/2016 in(as) CRFN 2016000322226.

22. Zoning Lot Description and Ownership Statement made by Hudson 888 Owner LLC, dated 09/08/2016 executed by John Liang, Managing Director and recorded on 09/15/2016 in (as) CRFN 2016000322227.

EXHIBIT A
FORM OF TITLE INDEMNITY
[TITLE UNDERWRITER LETTERHEAD]

Dated: _____

_____
_____
_____

Re: Bloom on Forty Fifth
500 West 45th Street
New York, New York 10036 (the "Premises")

Ladies and Gentlemen:

In connection with the sale of certain units (the "Units") at the referenced Premises, you have asked for certain assurances regarding the recordation by [title underwriter] _____ ("TitleCo") or an abstract company or other person or entity selected by TitleCo (any of the foregoing, a "Title Closer") of the deeds for the Units and related documentation, including, without limitation, mortgage related documents (the "Closing Documents"), the payment of New York City and New York State transfer taxes (including the New York State Additional Tax pursuant to Article 31 of the Tax Law) due in connection with such conveyances and mortgage recording taxes or other fees, if applicable (collectively, the "Tax Payments"), for which TitleCo is insuring title.

As of the date hereof, TitleCo agrees to hold harmless and indemnify Successor-Sponsor _____ and Holland & Knight LLP and their respective agents, representatives, members, affiliates and the like (each, an "Indemnified Party") from and against all losses, liabilities, judgments, damages, costs and expenses that an Indemnified Party may incur or suffer from the failure of TitleCo or a Title Closer to (a) record the Closing Documents for any of the Units and submit the Tax Payments for any of the Units in a timely manner from the dates of conveyances for the Units, and (b) do such other act as a reasonably prudent title company of Title Closer would perform.

[Name of Title Underwriter]

By _____
Name:
Title:

EXHIBIT G

FIRST AMENDMENT TO DECLARATION

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2024101800129010005E5DCD

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 19**

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Document Type: AMENDED CONDO DECLARATION
Document Page Count: 11

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#917172)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#917172)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
sdejesus@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1073	1401	Entire Lot	1	615 10TH AVENUE

Property Type: COMMERCIAL CONDO UNIT(S)

Borough	Block	Lot		Unit	Address
MANHATTAN	1073	1402	Entire Lot	2	619 10TH AVENUE

Property Type: COMMERCIAL CONDO UNIT(S)

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN: 2022000082769
☒ Additional Cross References on Continuation Page

PARTIES

PARTY ONE:
HUDSON 888 OWNER LLC
150 EAST 52ND STREET
NEW YORK, NY 10022

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	380.00
Affidavit Fee:	$	0.00

Filing Fee:	
$	0.00
NYC Real Property Transfer Tax:	
$	0.00
NYS Real Estate Transfer Tax:	
$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 10-24-2024 11:40
City Register File No.(CRFN): **2024000276899**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2024101800129010005C5F4D

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 19**

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Document Type: AMENDED CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1073	1403 Entire Lot	3	625 10TH AVENUE
Property Type: COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1404 Entire Lot	4	631 10TH AVENUE
Property Type: COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1406 Entire Lot	201	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1407 Entire Lot	202	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1408 Entire Lot	203	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1409 Entire Lot	205	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1410 Entire Lot	206	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1411 Entire Lot	207	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1412 Entire Lot	208	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1413 Entire Lot	209	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1414 Entire Lot	210	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1415 Entire Lot	211	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1416 Entire Lot	221	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1417 Entire Lot	222	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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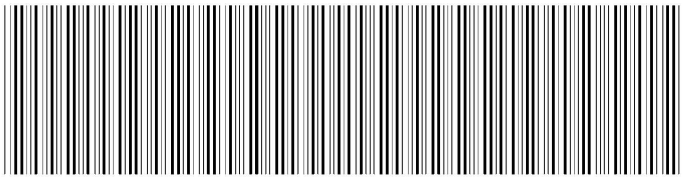
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 3 OF 19**

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PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1073	1418 Entire Lot	223	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1419 Entire Lot	225	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1420 Entire Lot	226	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1421 Entire Lot	227	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1422 Entire Lot	228	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1423 Entire Lot	229	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1424 Entire Lot	230	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1425 Entire Lot	301	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1426 Entire Lot	302	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1427 Entire Lot	303	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1428 Entire Lot	305	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1429 Entire Lot	306	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1430 Entire Lot	307	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1431 Entire Lot	308	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1073	1432 Entire Lot	309	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1433 Entire Lot	310	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1434 Entire Lot	311	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1435 Entire Lot	321	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1436 Entire Lot	322	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1437 Entire Lot	323	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1438 Entire Lot	325	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1439 Entire Lot	326	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1440 Entire Lot	327	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1441 Entire Lot	328	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1442 Entire Lot	329	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1443 Entire Lot	330	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1444 Entire Lot	501	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1445 Entire Lot	502	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1073	1446 Entire Lot	503	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1447 Entire Lot	505	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1448 Entire Lot	506	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1449 Entire Lot	507	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1450 Entire Lot	508	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1451 Entire Lot	509	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1452 Entire Lot	511	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1453 Entire Lot	521	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1454 Entire Lot	522	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1455 Entire Lot	523	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1456 Entire Lot	525	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1457 Entire Lot	526	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1458 Entire Lot	527	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1459 Entire Lot	528	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1073	1460 Entire Lot	530	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1461 Entire Lot	601	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1462 Entire Lot	602	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1463 Entire Lot	603	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1464 Entire Lot	605	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1465 Entire Lot	606	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1466 Entire Lot	607	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1467 Entire Lot	608	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1468 Entire Lot	609	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1469 Entire Lot	610	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1470 Entire Lot	621	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1471 Entire Lot	622	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1472 Entire Lot	623	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1473 Entire Lot	625	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1073	1474 Entire Lot	626	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1475 Entire Lot	627	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1476 Entire Lot	628	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1477 Entire Lot	629	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1478 Entire Lot	701	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1479 Entire Lot	702	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1480 Entire Lot	703	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1481 Entire Lot	705	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1482 Entire Lot	706	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1483 Entire Lot	707	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1484 Entire Lot	708	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1485 Entire Lot	710	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1486 Entire Lot	723	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1487 Entire Lot	725	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1073	1488 Entire Lot	726	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1489 Entire Lot	729	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1490 Entire Lot	801	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1491 Entire Lot	802	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1492 Entire Lot	803	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1493 Entire Lot	805	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1494 Entire Lot	821	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1495 Entire Lot	822	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1496 Entire Lot	823	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1497 Entire Lot	825	500 WEST 45TH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1073	1405 Entire Lot	5	505 WEST 44TH STREET
Property Type: COMMERCIAL CONDO UNIT(S)				

CROSS REFERENCE DATA
CRFN: 2022000371633

PARTIES

PARTY ONE:
DOF II-BLOOM RESI OWNER LLC
C/O BH3 MANAGEMENT, 56 WEST 22ND STREET,
10TH FLR
NEW YORK, NY 10010

CONDOMINIUM NUMBER 3044
AMENDMENT TO CONDOMINIUM NUMBER 3044

FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
AND TRANSFER OF DECLARANT RIGHTS

Premises known as

Bloom on Forty Fifth Condominium

500 West 45th Street
New York, New York 10036

Pursuant to Article 9-B of the Real Property Law
of the State of New York

Name:	Bloom on Forty Fifth Condominium
Date of First Amendment:	October 15, 2024
Prepared by:	Kelly S. Maharaj, Esq. Holland & Knight LLP 787 Seventh Avenue New York, New York 10019

The land affected by the within instrument lies in

Block:	1073
Lots:	1401-1497

On the Tax Map of New York
City and State of New York

FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM AND TRANSFER OF DECLARANT RIGHTS

Premises known as
Bloom on Forty Fifth Condominium

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

Hudson 888 Owner LLC, having an address c/o XIN Development International Group Inc., 150 East 52nd Street, Suite 6002, New York, New York 10022 ("Transferor Declarant"), as the original Declarant and owner of the Unsold Retail Units 1, 2, 3, 4 and 5 of Bloom on Forty Fifth Condominium (the "Condominium"), located at 500 West 45th Street, New York, New York 10036 (the "Building") and DOF II-Bloom Resi Ower LLC, having an address c/o BH3 Management, 56 West 22nd Street, 10th Floor, New York, New York 10010 ("Successor Declarant") as the successor Declarant and owner of certain Unsold Residential Units of the Condominium, jointly execute this First Amendment to the Amended and Restated Declaration of Condominium and Transfer of Declarant Rights (the "First Amendment").

WHEREAS, the Transferor Declarant executed the Amended and Restated Declaration of Condominium dated September 2, 2021 and caused it to be recorded in the Office of the City Register, New York County (the "Register's Office") on February 24, 2022 in CRFN 2022000082769 (with respect to Block 1073, Lots 1406-1497), and on September 27, 2022 in CRFN 2022000371633 (with respect to Lots 1401-1405), (collectively, the "Declaration"); and

WHEREAS, the by-laws of the Condominium (the "By-Laws") are annexed as Exhibit D to the Declaration;

WHEREAS, Pursuant to Article 27 of the Declaration and Section 12.6 of the By-Laws, the Declarant is permitted to transfer Declarant rights, as described in the Declaration and By-Laws;

WHEREAS, the Transferor Declarant is conveying the remaining Unsold Residential Units in the Condominium to the Successor Declarant and wishes to transfer all Declarant rights under the Declaration and By-Laws to the Successor Declarant; and

WHEREAS, the Successor Declarant wishes to (1) consent to and join in this First Amendment, (2) accept the transfer of Declarant rights and (3) assign certain Declarant rights under the Declaration and By-Laws to the Transferor Declarant as the owner of the Non-Residential Units; and

WHEREAS, pursuant to Section 20.1 of the Declaration, Section 13.1.1 of the By-laws and Section 13.1.2 of the By-Laws, the Transferor Declarant, as the owner of the Non-Residential Units has the right to reflect the changes in the use and operation of the Non-Residential Units in the Declaration without the consent of any other Unit Owner or the Condominium Board; and

WHEREAS, pursuant to Section 20.4 of the Declaration, the Declarant as the owner of the Non-Residential Units has the right to amend, modify, add, delete portions of the Declaration, the

By-Laws and the rules and regulations (the "Rules and Regulations") in connection with the operation of the Non-Residential Units provided such amendment, modification, addition or deletion does not adversely affect the Residential Section or the Residential Unit Owners; and

WHEREAS, the Successor Declarant agrees that the First Amendment does not adversely affect the Residential Section or the Residential Unit Owners.

NOW THEREFORE, NOTICE IS HEREBY GIVEN that the following amendment to the Declaration is enacted:

1. Applicability. This First Amendment modifies and supplements the Declaration establishing a plan for condominium ownership of Bloom on Forty Fifth Condominium at 500 West 45th Street, in the Borough of Manhattan, City, County and State of New York. The Declaration is hereby modified and supplemented as follows and does not affect the Residential Units in an adverse way:

2. Transfer and Retention of Rights.

a. All Declarant rights for the Condominium are hereby transferred to the Successor Declarant and hereafter the Transferor Declarant shall not be entitled to exercise any Declarant rights with respect to the Condominium except as specified herein.

b. The Successor Declarant hereby accepts the transfer of Declarant rights for the Condominium pursuant to and in compliance with Article 27 of the Declaration and Section 12.6 of the By-Laws.

c. All references to the Declarant in the Declaration and By-Laws with respect to actions after the date of recordation of this First Amendment shall be deemed to refer to the Successor Declarant and all references to the Declarant in the Declaration and By-Laws with respect to actions before the date of recordation of this First Amendment shall be deemed to refer to the Transferor Declarant.

3. Definitions. Exhibit C to the Declaration is hereby modified by adding the following definitions:

> "Force Majeure" shall mean acts of God, war, terrorist acts, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons).
>
> "Loading Dock" shall mean the area and Facilities located on the southeastern side of the Building at 44th Street.
>
> 'Retail Unit 1 Owner" shall mean the Non-Residential Unit Owner of the Non-Residential Unit identified on Exhibit B to the Declaration as 'Retail 1'.

4. Target Modifications.

a. Article 31 of the Declaration is hereby modified to include the following new sections:

> 31.6 For so long as the Target Lease is in full force and effect, no Signs may (i) contain words, text or images, including any name of any occupant in the Non-Residential Section of the Building that are or can reasonably be construed to be offensive, obscene, derogatory or disparaging, or that suggest advocacy for policy of policy or political position or party, (ii) mention or infringe on Target's trade name(s) or trade mark(s) (except for Target signs), or (iii) be inconsistent with the operation of a first-class retail business. No Non-Residential Unit Owner shall permit any Sign that identifies or benefits any business that is not an owner or occupant of the Unit owned by such Non-Residential Unit Owner.
>
> 31.7 For so long as the Target Lease is in full force and effect, no Signs may be attached to the exterior of the Building that are (i) painted on the surface of the Building, (ii) flashing, moving or audible, (iii) made utilizing exposed (a) neon tubes, (b) ballast boxes, (c) transformers, or (d) raceways, or (iv) made of paper or cardboard, or be temporary in nature or be a sticker or decal. Notwithstanding the foregoing, a small sticker or decal indicating the business hours, accepted credit cards and other similar information may be attached.
>
> 31.8 For so long as the Target Lease is in full force and effect, if there is any multi-tenant identification signage on, adjacent to or, in the vicinity of the Building or on the exterior of the Building, such Sign must include a top panel space for Target's identification panel, the size of which must be greater than that of all the other tenants on the Non-Residential Section of the Condominium.

b. Exhibit F, Section B.20.c. to the Declaration is hereby amended by deleting the word "Sponsor" where it appears and substituting "Non-Residential Unit Owners," and deleting the word "Premises" where it appears and substituting "Target Premises."

c. Exhibit F, Section B to the Declaration is hereby amended by adding the following as a new clause 22:

> (22) A Non-Residential Unit Owner shall use commercially reasonable efforts to have any lease for its Non-Residential Unit provide for Soundproofing and require trucks using the Loading Dock to not interfere with or disturb the occupancy of other occupants of the Property (including noise from idling and beeping).

5. Non-Residential Unit Modifications.

a. Section 2.1.2 of the By-Laws of the Condominium is amended to read as follows:

During the Initial Control Period the Condominium Board shall consist of two (2) persons appointed by the Declarant and one (1) person appointed by the Non-Residential Unit Owners.

b. Section 2.1.3 of the By-Laws of the Condominium is amended to add the following new sentence:

The two members of the Condominium Board representing the Non-Residential Units shall be designated or elected, as applicable, as follows: (a) one (1) member of the Condominium Board shall be designated by the Non-Residential Unit Owner of Retail 1, and (b) one (1) member of the Condominium Board shall be determined by a majority vote of the Non-Residential Unit Owners other than the Retail Unit 1 Owner, where each Non-Residential Unit Owner (excluding Retail Unit 1 Owner) is entitled to a a vote equal to its pro rata share of all Common Interests solely attributable to the Non-Residential Units (excluding the Common Interest of Retail 1 from both the numerator and denominator in the calculation).

c. Section 2.2.1 of the By-Laws of the Condominium is amended to add the following language at the end of clause (b):

as determined by Non-Residential Units Owners, pursuant to majority vote based upon their respective interests in Non-Residential Common Elements.

d. Section 2.5 of the By-Laws of the Condominium is amended to add the following new sentence:

In the case of a vacancy on the Board created by the resignation, removal or any other cause which results in a Board Member designated by a Non-Residential Unit Owner or elected by the Non-Residential Unit Owners, as applicable pursuant to Section 2.1.3, ceasing to be a member of the Board, the applicable Non-Residential Unit Owner or Non-Residential Unit Owners having designated or elected such member, respectively, shall have the right to designate or elect a replacement for such member, as applicable.

e. Section 2.11.2 of the By-Laws of the Condominium is amended to add the following language:

Notwithstanding anything to the contrary herein, any determination to be made by the two (2) members of the Condominium Board representing the Non-Residential Unit Owners, including as it relates to the casting of the members' two votes for determinations to be made by the Condominium Board, shall be determined by a majority vote of the members representing the Non-Residential Unit Owners, where the member designated by the Retail Unit 1 Owner shall be entitled to a share

of votes equal to Retail 1's pro rata share of all Common Interest solely attributable to the Non-Residential Units, and the member elected by all Non-Residential Unit Owners other than the Retail Unit 1 Owner shall be entitled to a share of votes equal to such Non-Residential Units' pro rata share, in the aggregate, of all Common Interest solely attributable to the Non-Residential Units.

f. Section 6.9.5 of the By-Laws of the Condominium is amended to insert the following at the beginning of clause (d):

prior to occupancy of its Unit, install and/or maintain such systems, in compliance with all applicable law, to properly vent and exhaust odors, smoke and fumes from its Unit and

g. Section 6.9.5 of the By-Laws of the Condominium is amended to add the following new clause (i):

(i) otherwise maintain the Non-Residential Common Elements in accordance with standards associated with comparable properties.

h. Section 6.27 of the By-Laws of the Condominium is amended to add the following new section 6.27.7:

6.27.7 Non-Residential Unit Owners must comply with all applicable laws, including but not limited to, complying with all requirements of the American Disabilities Act ("ADA Requirements"), and shall make all alterations necessary in connection with the ADA Requirements.

6. Insurance. Section 6.2 of the By-Laws of the Condominium is amended to add the following new section.

6.2.10 As of the date of this Amendment, the Condominium Board maintains the following insurance for the Condominium: (a) commercial general liability insurance covering the Property with a per occurrence limit of $1,000,000.00 for bodily injury and property damage; (b) workers' compensation and employer's liability insurance in the amount of $1,000,000 for each accident with a $1,000,000 policy limit for bodily injury for disease; (c) directors and officers liability with a limit of $1,000,000; (d) employee dishonesty liability with a limit of $500,000; (e) umbrella insurance policy in the amount of $50,000,000 for each occurrence; and (f) "all-risk" property insurance against loss or damage to the Property which includes the coverage similar to ISO Form CP 10 30, but sub-limits flood, earthquake, demotion and increased cost of construction with various deductibles. The insurance policy maintained by the Condominium Board names the Non-Residential Unit Owners as an additional insured and includes the following provisions: (i) the policy may not be canceled without the issuer endeavoring to provide thirty (30) days prior written notice to each named insured, and (ii) separation of insured.

In the event a tenant of Retail 1 requires insurance in an amount that exceeds the insurance in place as of the date of this Amendment, the Retail Unit 1 Owner shall be obligated to pay the Condominium Board a sum equal to the amount of such increase attributable to the insurance amounts set forth herein.

7. Assignment of Declarant Rights to the Non-Residential Unit Owner. For so long as the Transferor Declarant or its affiliate is the owner of a Non-Residential Unit, the Successor Declarant assigns the following rights, privileges and protections otherwise inuring to the "Declarant" under the terms of the Condominium Documents to the Non-Residential Unit Owner with respect to the Non-Residential Units while also retaining such rights itself. In addition, the Successor Declarant assigns the rights enumerated in paragraphs a.(3), a.(4), b.(1), b.(2), b.(4) and b.(5) below to any future unit owner of a Non-Residential Unit with respect to that Non-Residential Unit while also retaining such rights itself.

a. Declaration.

(1) Section 7.4 permitting minor inaccuracies in a Unit's square footage.

(2) Sections 15.2 granting an easement with respect to the Transferor Declarant's obligations to complete construction and perform punch list work, but with the Successor Declarant's prior consent in Unsold Residential Units.

(3) Section 16.9(a)(i) granting a non-exclusive easement to install satellite dishes and related equipment on portions of the roof of the Building if available and accessory to a tenant's business use.

(4) Section 16.9(a)(ii) granting an easement to install ventilation shafts subject to the consent right of the Board, not to be unreasonably withheld, conditioned or delayed.

(5) Section 26.4 with respect to the disclaimers of warranties.

b. By-Laws.

(1) Section 6.11.3 exempting the Declarant from having to obtain the prior written approval of the Condominium Board to make any structural Alteration in or to a Unit owned by the Declarant, but provided that the exemption from Section 6.11.3 shall apply only after ninety percent of the Residential Units have been conveyed.

(2) Section 6.11.5 authorizing the execution by the Declarant of governmental applications, permits or other documents required to complete the Alterations in or to a Unit owned by the Declarant.

(3) Section 6.17 granting the Declarant access to the Units and Common Elements for the completion of the Property including but not limited to any punch list work upon reasonable notice.

(4) Sections 6.24.2 and 14.2.2 granting the right to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any violation or breach of the rights, privileges and protections provided for in this Paragraph 7.

(5) Sections 8.7 and 8.10 exempting the Non-Residential Units from the right of first refusal on sales, the requirements for leasing a unit and the charges imposed on the sale or lease of a Unit.

8. Rights of a Non-Residential Unit Owner and its Permitted Mortgagee. No modification or amendment to the rights provided for in this First Amendment shall be permitted without the prior written consent of the owner of the Non-Residential Units. No amendment that would abridge, modify, suspend, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit reserved to a Non-Residential Unit Owner or impose any discriminatory charge or fee against a Non-Residential Unit Owner, unless by a majority vote the Non-Residential Unit Owners consent thereto. The rights, privileges and protections of the Non-Residential Unit Owner shall inure to the benefit of a Permitted Mortgagee of such Non-Residential Unit or such Permitted Mortgagee's designee taking title pursuant to a sale at foreclosure, a deed-in-lieu, otherwise. This First Amendment shall not limit any rights, privileges or protections otherwise afforded to the owner of a Non-Residential Unit under the Condominium Documents.

9. Future Assignment. The Successor Declarant reserves the right to transfer any or all of the Declarant rights it is entitled to exercise pursuant to the Condominium Documents to any other person or entity which acquires more than one Unsold Residential Unit.

10. Confirmation; Severability; Counterparts.

a. The Condominium Documents, as revised and modified by this First Amendment, are incorporated herein by reference with the same force and effect as if set forth at length herein. Except as amended hereby, all other terms and provisions of the Condominium Documents are hereby ratified and confirmed and shall remain in full force and effect. Any term used in this First Amendment but not further defined shall have the meaning ascribed thereto in the Declaration, including Exhibit C thereto.

b. The provisions of this First Amendment to the Declaration shall be perpetual and construed to be covenants running with the Land and every part thereof and interest therein, and all provisions hereof shall be binding upon and inure to the benefit of the owner of all or any part of the Property or any interest therein, and his heirs, executors, administrators legal representatives, successors and assigns.

c. If any provision of this First Amendment shall in any way be held by a Court of competent jurisdiction to conflict with the laws of the State of New York, then such laws shall be deemed controlling, such provision shall be deemed of no force and effect and the validity, force and effect of the remainder of this First Amendment shall not be affected thereby.

d. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11. Service of Process. The Secretary of State of the State of New York, having an address at One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231, is hereby designated to receive service of process in any action which may be brought against the Condominium, the Residential Section or the Non-Residential Section. The Secretary of State shall be directed to mail a copy of any process served to the Condominium Board of Bloom on Forty Fifth, 500 West 45th Street, New York, New York 10036.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Transferor Declarant has caused this First Amendment to be executed as of the 15th day of October, 2024.

TRANSFEROR DECLARANT:

HUDSON 888 OWNER LLC

By: _____
Name: Sheng Zhang
Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 24 day of September in the year 2024 before me, the undersigned, personally appeared **SHENG ZHANG** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that such individual executed the same in such individual's capacity, and that by such individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

JAMES ZHU
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ZH6340932
Qualified in Queens County
Commission Expires April 25, 2026

[Signatures continue on the following page(s).]

SUCCESSOR DECLARANT:

DOF II-BLOOM RESI OWNER LLC

By: _____
Name: Neil Ellner
Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF Queens)

On the 15th day of October in the year 2024 before me, the undersigned, personally appeared **NEIL ELLNER** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that such individual executed the same in such individual's capacity, and that by such individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Angella C. Fraser
Notary Public

ANGELLA C. FRASER
NOTARY PUBLIC, State of New York
No. 01FR62 6011
Qualified in Queens County
Commission Expires 08/02/2026